

#### **Town of Arnprior**

#### **Regular Meeting of Council Agenda**

Date: Monday, June 27, 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 June 13, 2022 (Page 1-11)
  - b) Special Meeting of Council June 20, 2022 (Page 12-13)
- 8. Awards/ Delegations/ Presentations

#### **Delegation**

a) Stop the Tower, David Joy

#### **Presentations**

- a) Firefighter Certification, Rick Desarmia, Fire Chief (Page 14-29)
- **b)** Fire Department Update, Rick Desarmia, Fire Chief (Page 30-47)
- c) Canada Day Celebrations, Lucas Power, Programs and Event Coordinator (Page 48-59)

#### 9. Public Meetings

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

#### 11. Staff Reports

- a) Municipal Grant Application Arnprior Agricultural Society, Kaila Zamojski, Deputy Clerk (Page 60-92)
- b) Regional Tourism Relief Fund Destination Development Plan, Erin Coyle, A/MEDO (Page 93-111)

#### 12. Committee Reports and Minutes

- a) Corporate Services Advisory Committee Bi-annual Report, Councillor Strike
- **b)** Operations Advisory Committee Bi-annual Report, County Councillor Lynch
- c) Community Development Advisory Committee Bi-annual Report, Councillor Grinstead
- **d)** Inclusivity and Diversity Advisory Committee Bi-annual Report, Councillor Grinstead

#### 13. Notice of Motion(s)

#### 14. County Councillor's Report from County Council

#### 15. Correspondence & Petitions

- a) Correspondence
  - i. Correspondence Package I-22-June-12
  - ii. Correspondence Package A-22-June-08

#### 16. By-laws & Resolutions

- a) By-laws
  - By-law Number 7316-22 —Part Lot Control (Marshall's Bay Meadows) (Page 112-113)
- 17. Announcements
- 18. Media Questions
- 19. Closed Session
- 20. Confirmatory By-law

By-law No. 7317-22 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 June 13, 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
Councillor Lynn Grinstead
Councillor Tom Burnette
Councillor Chris Toner
Councillor Lisa McGee

#### **Council Members Absent:**

#### **Town Staff Present:**

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

#### 1. Call to Order

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

#### 2. Roll Call

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

#### 3. Land Acknowledgement Statement

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

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

#### 4. Adoption of Agenda

Resolution Number 194-22 Moved by Chris Toner Seconded by Lisa McGee

**Be It Resolved That** the agenda, for the Regular Meeting of Council dated Monday, June 13, 2022 be adopted.

**Resolution Carried** 

#### 5. Disclosures of Pecuniary Interest

Councillor Lisa McGee declared the following pecuniary interest:

"I Councillor Lisa McGee have a pecuniary interest in Item Number 11(e) – Staff Report – Application to Municipal Grant – Greater Arnprior 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 195-22 Moved by Chris Toner

Seconded by Lynn Grinstead

That the minutes of the Regular Meeting of Council

**That** the minutes of the Regular Meeting of Council listed under item number 7 (a) on the Agenda be adopted (Regular Meeting of Council – May 24, 2022).

Resolution Carried

#### 8. Awards/Delegations/Presentations Delegation

#### a) Tom Peckett, Sustane Technologies

Tom Peckett, Mayor of the Township of McNab/Braeside provided a verbal presentation to Council on the potential new Waste Disposal Program/ Company the Township is partnering with, known as Sustane Technologies. Mayor Peckett provided a brief overview of the company and how their technology is able to recover and repurpose almost 90% of the waste that ends up in landfill sites. Mayor Peckett further noted the Province of Ontario, Ministry of Environment, is in agreement with this project moving forward. He noted that a detailed video will be left with the Town Clerk for review by Council and Staff and responded to questions.

Mayor Peckett requested Council let the Township of McNab/Braeside know through a Memorandum of Understanding, in the near future, if Arnprior is interested in participating in this program and diverting its waste to the McNab/Braeside landfill.

#### **Presentation**

#### a) Tabling of the Growth Management Study – Watson & Associates Economists Ltd.

A representative of Watson & Associates Economists Ltd. provided a presentation outlining the Town of Arnprior Growth Management Study, attached as Appendix A and forming part of these minutes, and responded to questions.

#### 9. Public Meetings

None

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

None

#### 11. Staff Reports

#### a) 2022 Sidewalks Replacements - County Road 1 - Engineering Officer

Resolution Number 196-22

Moved by Chris Toner

Seconded by Dan Lynch

**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.

**Resolution Carried** 

#### b) Bill 109, More Homes for Everyone Act – Junior Planner and CAO

Resolution Number 197-22

Moved by Lynn Grinstead

Seconded by Chris Toner

**That** Council receives Staff Report 22-06-13-02, 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.

**Resolution Carried** 

#### c) Nick Smith Centre Pro-Shop Rental Agreement - Director of Recreation

Resolution Number 198-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**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.

Resolution Carried

#### d) Biannual Financial Update - May 2022 - General Manager, Client Services/Treasurer

Resolution Number 199-22

Moved by Tom Burnette

Seconded by Lisa McGee

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

**Resolution Carried** 

#### e) Application to Municipal Grants Policy – Greater Arnprior Seniors Council (GASC) – Deputy Clerk

Resolution Number – 200-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

**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.

**Resolution Carried** 

#### f) Application to Municipal Grants Policy – The Arnprior & District NeighbourLink Fountain – Town Clerk

Resolution Number 201-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**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.

Resolution Carried

#### g) Proclamation – June 17 and 18, 2022 – CDKL5 Canada Awareness Days – Deputy Clerk

Resolution Number 202-22

Moved by Lynn Grinstead

Seconded by Lisa McGee

**That** Council proclaim June 17 and 18, 2022 as CDKL5 Canada Awareness Days in the Town of Arnprior.

Resolution Carried

The Town Clerk read the proclamation:

**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 17th and 18th, 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.

#### 12. Committee Reports and Minutes

#### a) Inclusivity and Diversity Advisory Committee Minutes - May 5, 2022

Resolution Number 203-22

Moved by Chris Toner

Seconded by Dan Lynch

**That** Council receive the Inclusivity and Diversity Advisory Committee Minutes of May 5, 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:

- Judy Mulvihill, Manager of the Child Care and Early Years Division, will retire
  effective June 30 after more than 16 years with the County Child Care and Early
  Years Department.
- The Consolidated Homelessness Prevention Initiative Rental Allowance Program is a monthly supplement paid to the landlord on behalf of a household in need of rental assistance; \$275/month for single people or couples with no dependents or \$375/month for families or sole support parents with children. This supplement is meant to bridge the gap between affordable rent and the actual market rent charged by the landlord. Households can remain eligible for up to three years and eligibility is verified annually.
- The province gave Royal Assent to Bill 109 "Ontario's More Homes for Everyone Act, 2022" on April 14, 2022 less than halfway through the consultation period. County staff continue to review this new legislation and will be discussing implications and next steps with local municipal partners.
- County Council passed a resolution to award the contract for the creation of the County of Renfrew Reconciliation Garden to William Sons, Petawawa, Ontario with a budget of \$100,000.
- Ottawa Valley Visitor Information Centres Staff have been working with municipal partners on the re-opening of Visitor Information Centres (VICs) across Renfrew County as well as training and familiarization tour for VIC staff. Training for staff will be conducted virtually from June 21-23 and 28-29, 2022 with the Ontario Tourism Education Council (OTEC). The familiarization tour will be held on June 27 and June 30, 2022. Visitor Information Centres are located in eight municipalities, including: Arnprior and District Museum and Quality Inn Hotel.

- It has been recommended that Goldie Mohr, Ottawa, Ontario in the amount of \$102,654.87 plus HST for the brushing, ditching, supply and deliver of aggregate on the K & P Recreational Trail from Murphy Road to Pucker Street (Greater Madawaska), a distance of approximately 4.9 km.
- 911 / Civic Addressing Municipal Partners Session was held on May 26, 2022 that dealt with the naming of roads, streets, etc. within the County.
- The County has hired Alex Benzie as the successful applicant for the newly created County Planner position.

#### 15. Correspondence & Petitions

#### a) Correspondence Package - I-22-JUNE-11

Resolution Number 204-22 Moved by Tom Burnette Seconded by Lisa McGee

**That** the Correspondence Package Number I-22-JUNE-11 be received as information and filed accordingly.

Resolution Carried

County Councilor Dan Lynch noted the following: see notes

- Page 3 The Province issued a statement that most of the province's remaining provincial masking requirements, including on public transit, will expire as of 12:00 a.m. on June 11, 2022. To continue providing an additional layer of protection for the most vulnerable, masks will still be required in long-term care and retirement homes.
- Page 5 The County of Renfrew has opened the grant application process for two
  housing affordability programs. The programs are Ontario Renovates and Affordable
  Homeownership. For both programs, funding is limited and applicants are encouraged
  to submit their fully completed applications promptly. Applications along with program
  rules and conditions are available online at Community Housing County of Renfrew
  and at County of Renfrew offices.
- Page 20 The Municipality of Whitewater Region is looking for a new CAO. The former CAO, Robert Tremblay, has taken the vacant CAO position in the Town of Renfrew.
- Page 24 Bill C-13 An Act To Amend The Official Languages Act would mandate bilingualism in federally regulated private businesses like airports, banks, grain mills, marine shippers, railways and interprovincial trucking companies that operate in any region with a "strong francophone presence".

#### b) Correspondence Package A-22-JUNE-07

Resolution Number 205-22 Moved by Lynn Grinstead Seconded by Ted Strike

**That** the Correspondence Package Number. A-22-JUNE-07 be received, and that the recommendations outlined be brought forward for Council's consideration.

**Resolution Carried** 

Resolution Number 206-22 Moved by Lynn Grinstead Seconded by Ted Strike

**That** Council of the Corporation of the Town of Arnprior receive the request from the Town of Aurora regarding resolution support of Private Member's Bill C-133 "Keira's Law"; and

**Whereas** violence against women is a Canadian public health crisis that demands urgent action; and

**Whereas** one in four women experience domestic violence in their lifetime. One woman or girl is killed every other day, on average, somewhere in our country; and

Whereas an inquest began on June 6, 2022 into the 2015 murders in Renfrew County of Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam, by Boris Borutski, who had been convicted of assault against women; and

**Whereas** the inquest is to probe the circumstances around the deaths of the three women and will focus on preventing domestic violence and deaths in rural communities; and

Whereas the COVID-19 pandemic has only exacerbated the domestic violence crisis. Women's shelters and crisis centres have reported a marked increase in requests for services this year. The concerns for children are significant. According to recent research from The Children's Hospital of Eastern Ontario, doctors have seen more than double the number of babies with serious injuries as this time last year. These include head injuries, broken bones or in some cases death. Institutions across the country are reporting a similar trend; and

**Whereas** Keira's Law is named after four-year-old Keira Kagan, who was killed while in the custody of her father, in 2020; and

**Whereas** voting in favour of "Keira's Law", contained in Private Member's Bill C-233, will not only protect victims of violence and children, it will save lives by amending the *Judges Act* to establish seminars for judges on intimate partner violence and coercive control; and

**Therefore be it resolved that** Council of the Corporation of the Town of Arnprior support the Town of Aurora's resolution calling upon the House of Commons to support Member of Parliament Anju Dhillon's Private member's Bill C-233 that will raise the level of education on domestic violence and coercive control for federally appointed Judges; and

Be it further resolved that a copy of this resolution be sent to: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Karina Gould, MP, Minister of Families, Children and Social Development; The Honourable Candice Bergen, Interim Leader of the Conservative Party of Canada; Yves-Francois Blanchet, MP, Leader of the Bloc Quebecois; Jagmeet Singh, MP, Leader of the New Democratic Party; MP Tony Van Bynen; and MP Leah Taylor Roy; MP Cheryl Gallant and Renfrew County Municipalities.

**Resolution Carried** 

#### 16. By-laws & Resolutions

#### a) By-laws

Resolution Number 207-22

Moved by Lynn Grinstead

Seconded by Ted Strike

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

- ii) By-law Number 7312-22 Amend By-law 6777-17 Delegation of Authority to authorize Site Plan Control
- iii) By-law Number 7313-22 Authorize Lease Agreement with Canadian Pro Shop

**Resolution Carried** 

Resolution Number 208-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

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

i. By-law Number 7311-22 – Award Contract Library Expansion Project

At the request of Mayor Stack, a recorded vote was taken:

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

**Resolution Carried** 

#### 17. Announcements

County Councillor Dan Lynch made the following announcements:

- Good news for ATV owners and cyclists on the East side of the Madawaska Bridge.
  The Renfrew County All Terrain Vehicle Club has come to an agreement with
  Ontario Power Generation to allow access to ATV's and bicycles, from the
  Algonquin Trail to Decosta Street.
- The Galilee Retreat Centre is having a Strawberry Social on Friday July 1st from 1:00 to 4:00 pm at the Galilee Retreat Centre. The cost is \$10.00 per person and children 6 and under are free.
- The Greater Arnprior Chamber of Commerce has tentatively selected the 8<sup>th</sup> of July for their golf tournament.
- At 10:00 am, on the 20<sup>th</sup> of June the Town will be raising the Pride flag at the Town Hall.

Mayor Walter Stack made the following announcements:

 I attended Priorpalooza and the Market and both were well attended. These are the first post-COVID events that the municipality has hosted and it is nice to see people out.

- I have been receiving feedback from residents on the lack of taxi availability in Town, especially in the evening. I have spoken to the various taxi operators in Town and the main issue the business owners have at the moment is recruiting drivers as well as the rising costs of insurance. I have also asked staff to reconnect with Lyft to see if they would be interested in coming back to Arnprior.
- Mayor Stack provided an overview of the multiple residents who provided major concerns regarding health risks and well-being of people with the installation of towers in residential neighbourhoods. Mayor Stack noted, as the municipality is the land use authority, it is our responsibility to object to this project to the Federal Government and find a different/ safer location for the proposed tower to be installed. The CAO responded to the Mayor noting that the Town does have a consultant who is looking into this issue for the Town of Arnprior. Council discussion ensued with the following motion being entertained:

Resolution Number 209-22 Moved by Lynn Grinstead Seconded by Dan Lynch

That Council request more details be provided by staff, as soon as possible on this proposed Rogers 5G Tower, as well as look at alternative site locations.

At the request of Mayor Walter Stack a recorded vote was taken:

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

**Resolution Carried** 

#### 18. Media Questions

Rick Stow provided a statement for information regarding his previous encounters with various new tower installations in Ontario noting his experience is the CRTC has the authority and municipalities have not had much luck in getting these projects changed or cancelled.

On question of Derek Dunn, the CAO and Mayor clarified that under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) the Town cannot provide personal information regarding property ownership. People are able to schedule an appointment to come to Town Hall and look at the Tax Roll if they choose.

#### 19. Closed Session

Resolution Number 210-22 (8:59 pm)

Moved by Lynn Grinstead

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 (High School Bursary); and
- One (1) matter pursuant to the Municipal Act, 2001 Section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board (Tax Sales); and
- 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).

**Resolution Carried** 

Resolution Number 211-22 (10:02 pm) Moved by Dan Lynch

Seconded by Ted Strike

That Council resume to the Regular Meeting of Council.

**Resolution Carried** 

Resolution Number 212-22 Moved by Lynn Grinstead

Seconded by Dan Lynch

That Council authorize staff to facilitate the presentation of the Secondary School Bursary Awards.

**Resolution Carried** 

Resolution Number 213-22

Moved by Tom Burnette

Seconded by Ted Strike

That Council authorize staff to proceed as directed in closed session with regards to the failed tax sales.

**Resolution Carried** 

Resolution Number 214-22

Moved by Chris Toner

Seconded by Lynn Grinstead

That Council authorize staff to proceed as directed in closed session regarding item number 3 Organizational Review.

**Resolution Carried** 

#### 20. Confirmatory By-Law

Resolution Number 215-22 Moved by Dan Lynch Seconded by Chris Toner

**That** By-law No. 7314-22 being a By-law to confirm the proceedings of the Regular Meeting of Council held on June 13, 2022 be and it is hereby enacted and passed.

Resolution Carried

#### 21. Adjournment

Resolution Number 216-22 Moved by Lynn Grinstead Seconded by Lisa McGee **That** this meeting of Council be adjourned at 10:05 pm.

**Resolution Carried** 

#### **Signatures**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



#### Minutes of Special Council Meeting June 20, 2022 8:00 AM

Council Chambers - 105 Elgin Street West, Amprior

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

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

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

#### **Council Members Absent:**

Town Staff Present: Robin Paquette, CAO Maureen Spratt, Town Clerk

#### 1. Call to Order

Mayor Walter Stack called the Regular Council Meeting to order at 8:00 AM and welcomed those present.

#### 2. Roll Call

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

#### 3. Land Acknowledgement Statement

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

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

#### 4. Adoption of Agenda

Resolution Number 217-22 Moved by Lynn Grinstead Seconded by Dan Lynch

**Be It Resolved That** the agenda, for the Special Meeting of Council dated Monday, June 20, 2022 be adopted.

Resolution Carried

#### 5. Disclosures of Pecuniary Interest

None

#### 6. Closed Session

Resolution Number 218-22 (8:00 am)

Moved by Tom Burnette

Seconded by Lisa McGee

That Council meet in closed session to 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)

Resolution Carried

Resolution Number 219-22 (9:00 am) Moved by Lynn Grinstead Seconded by Chris Toner That Council resume to Open Session.

**Resolution Carried** 

Resolution Number 220-22 Moved by Lisa McGee Seconded by Tom Burnette

That Council authorize the CAO to proceed as directed in Closed Session.

**Resolution Carried** 

#### 7. Confirmatory Session

Resolution Number 221-22

Moved by Dan Lynch

Seconded by Chris Toner

That By-law No. 7315-22 being a By-law to confirm the proceedings of the Special Meeting of Council held on June 20, 2022 be and it is hereby enacted and passed.

**Resolution Carried** 

#### 8. Adjournment

Resolution Number 222-22 Moved by Ted Strike

Seconded by Tom Burnette

That this meeting of Council be adjourned at 9:02 a.m.

Resolution Carried

#### **Signatures**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



# Firefighter Certification

Rick Desarmia, Fire Chief June 27, 2022



### Background

- On April 14, 2022, the Ontario government filed O. Reg. 343/22: Firefighter Certification, under the Fire Protection and Prevention Act, 1997.
- The regulation comes into force on July 1, 2022.
- The new regulation sets out the mandatory minimum certification standards and corresponding job performance requirements of firefighters delivering specific fire protection services.



### Background

- There is a timeline for compliance based on delivery of services.
- A four-year (2026) timeline for regular firefighting services.
- A six-year (2028) timeline for specialized firefighting services.
- Certain firefighters are exempt from these certification standards based on their prior knowledge, training, and skills.



### **Service Determination**

- The level of training and certification in which a firefighter must be successful in obtaining is determined by the level of service the municipality requires its firefighters to perform.
- The level of service a fire department provides is determined by the list of core services the municipality provides to the province and the Fire Marshal through its annual submission of its Municipal Fire Protection Profile.



### **Service Determination**

- The list of core services provided by a fire department within a municipality is determined by a needs analysis as set out in a Community Risk Assessment.
- The list of core services is part of the municipality's Establishing and Regulating Bylaw for its fire department.



### **AFD Requirements**

- Based on the current list of core services
   Arnprior Fire Department is described in the
   Regulation as a full-service fire department.
- A full-service fire department provides:
  - Fire suppression operations that enter the interior of the building and can perform a rescue,
  - Automobile extrication rescue, and
  - Operations-level hazardous materials response.



### **AFD Requirements**

- Based on the current list of core services
   Arnprior Fire Department also provides
   services that are described in the Regulation
   as specialized services requiring special
   training.
- Water and Ice Rescue operations fall into the scope of this description.



### **AFD Requirements**

 There are also requirements under the Regulation for members of a fire department performing Fire Inspection, Public Education, Pump Operations, Training, and Supervisory duties to be certified to the associated NFPA accreditation.



### **Current Status**

- The Fire Department currently has a total of 38 members on the roster. This includes 3 full time staff.
- Currently 7 members have received their certification through a recognized accredited certification provider for NFPA 1001 1 & 2.
- Currently 12 members received a letter of compliance (grandfathered) to the required certification for NFPA 1001 1 & 2.



### **Current Status**

- The remaining 19 and all future members will be required to obtain the required certification to NFPA 1001 prior to July 1, 2026.
- Currently 25 members are signed off internally to perform the skills of Pumper Operator.
- The remaining 13 and all future members will be required to obtain NFPA 1002 standard for Fire Apparatus Driver/Operator certifications prior to July 1, 2026



### **Current Status**

- Current and future individual members that perform ice & water rescue operations will be required to obtain certification with each of the skills associated with NFPA 1006 "Standard for Technical Rescue Personnel Professional Qualifications":
  - Surface Water Rescue
  - Swiftwater Rescue
  - Ice Rescue



### **Training Options**

- There are different options available to obtain the requirements of certification.
- The result of each requires successful completion of written and practical skills testing by an AS&E Provincial Evaluator.



## Training Options Under Review

- Continue with in-house training and schedule testing from AS&E.
- Incorporate available outside resources to provide training to prepare for testing and schedule testing from AS&E.
- Utilize Regional Training Centers to provide training and testing from AS&E.



### **Next Steps**

- Regardless of which training option is selected there will be a greater commitment to training members of the fire department on many different levels.
- Senior staff and management will need to commit more time to organized training (internal or external) meeting the needs of the standard requirements.
- Individual firefighters will need to commit more time to fulfill the requirements of completing the required training and preparing for testing.



### **Next Steps**

- Fire Department Staff are currently working on a training plan to determine estimated costs associated with firefighter certification.
- This will assist in annual operating budget determinations and long-range forecasts for Council consideration at budget time.
- The development of the plan will aid our firefighters in becoming successful to obtain the necessary NFPA certifications to continue to perform the services needed to protect the community and its residents.

### Questions?



· WHERE THE RIVERS MEET ·



### Fire Department Update

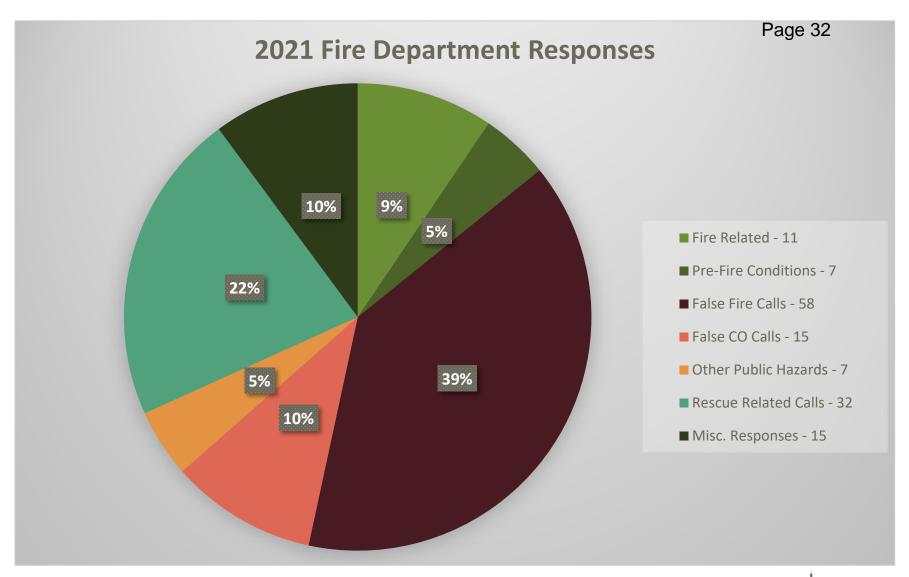
Rick Desarmia, Fire Chief

June 27, 2022

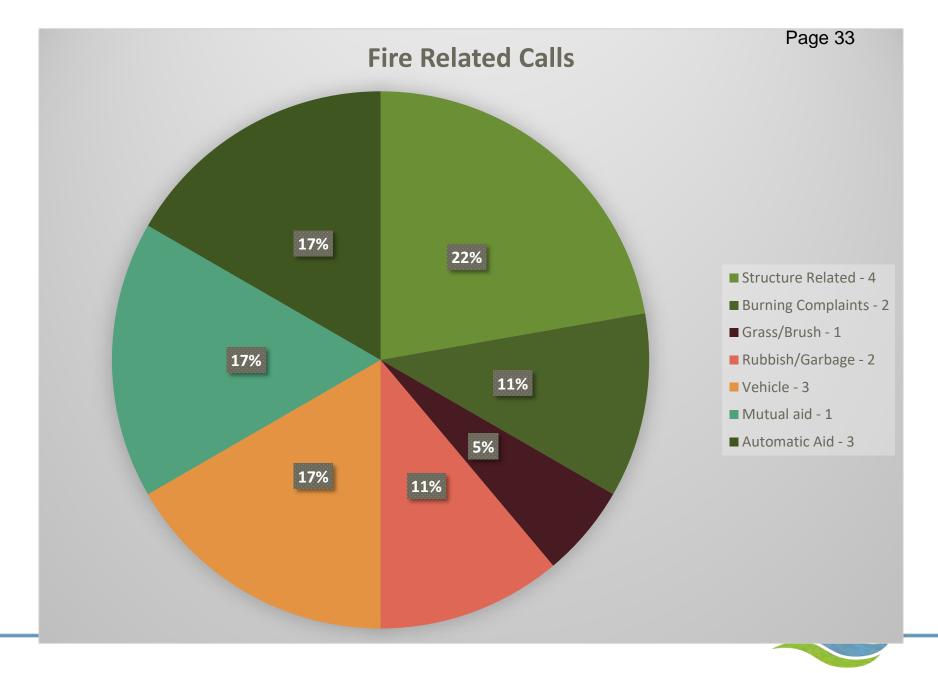
### 2021 Fire Dept. Stats

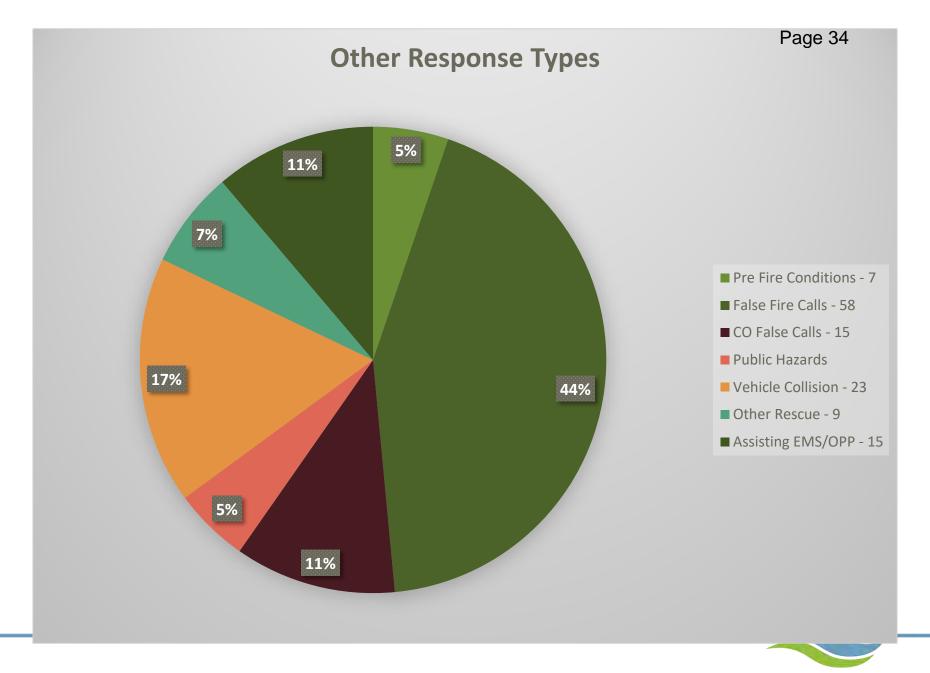
 In 2021 the Arnprior Fire Department was called for services on 151 occasions with 16 of the calls being fire related











# **Growth Impact**

 With the consistent growth and increase in our community's population in the last 5year period the Fire Department has also seen a consistent increase in calls for services.



# **Growth Impact**

Year	Population	# of Calls
2016	Census - 8795	109
2017	Estimated - 8962	117
2018	Estimated - 9132	150
2019	Estimated - 9305	154
2020	Estimated - 9481	164
2021	Census - 9629	151





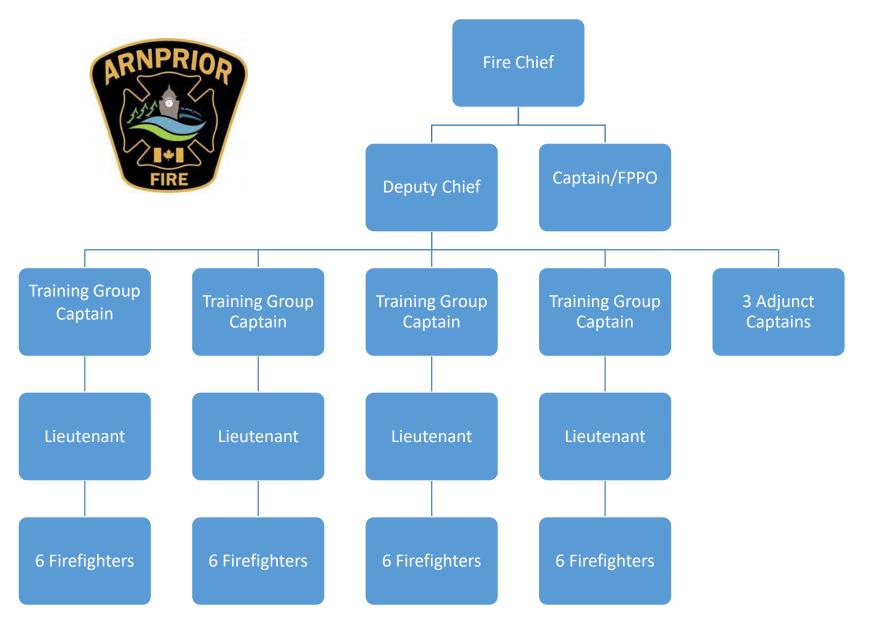
# **Department Status**

- In 2020 a Recruitment took place and as a result 12 new members were added to the volunteer firefighter roster for a total staff of 40.
- These 12 members are still considered to be at the Recruit Level Training but are responding to calls and performing duties that they have been trained to perform.
- There are some Live Fire Training components yet to be completed to finalize the Recruit Training.



# **Department Status**

- After the 2021 retirement of Chief Crawford and resignation of 1 volunteer member the fire department is operating with a staff of 38 personnel.
- This includes the 3 fulltime staff and 35 volunteers on the roster.
- Recently 4 Lieutenants were added to the Officers Group to ensure proper supervision.
- The newly formed training group structure of the department is as follows:





- The Covid-19 Pandemic has had an impact on the departments ability to perform in person Inspections and Public Education. The department did make use of the Town of Arnprior Social Media platform to supplement the need.
- As well, changes in full time staffing during 2021 left the Fire Prevention Office down one staff for a 9-month period.



- In 2021 the Fire Prevention Office conducted
   72 Fire Inspections within the municipality
- All Inspections completed were due to a Request, a Complaint, or Annually Regulated as per the requirements under the FPPA and the Ontario Fire Code



- Without the ability to gather in groups, Public Education Sessions were limited to a total of 7.
- The elementary schools that did allow us to conduct outdoor visits received the annual Fire Safety Component for JK – Grade 3 Students.
- School staff were also provided with Fire Education materials for classroom use.



- Due to the Pandemic the departments annual Home Fire and Life Safety Program was suspended for a 2-year period.
- Just this past month the members did resume their annual door to door smoke and carbon monoxide alarm education campaign.



# **Fire Dept Training**

- We all know training is one of the most important aspects of any workplace and the fire service is no different. In fact, in the fire service training can be a matter of life or death within the community.
- Unfortunately, due to the serious health concerns associated with Covid-19, the Pandemic also impacted the training of our fire department staff.



# **Fire Dept Training**

- During each major wave of the pandemic when isolations occurred, in-person training was suspended.
- An online training platform was introduced to supplement training suspension.
- Upon returning to in-person training the department was divided into 2 smaller groups and a bi-weekly schedule developed.



# **Fire Dept Training**

 A total of 41 training sessions occurred for the department. These sessions were a combination of both in person practical and online learning sessions.

# Questions?



· WHERE THE RIVERS MEET ·



Lucas Power Program and Events Coordinator

Meeting Date: June 27, 2022



# Background

## **Canada Day Celebrations**

- Before the COVID-19 pandemic, the Town of Arnprior has hosted successful events at Robert Simpson Park with live music, food vendors, family activities, etc.
- Other clubs/organizations in our area would host programs and events to celebrate the Nation's birthday.



# Background

## Canada Day in 2020 and 2021

- The Town of Arnprior has celebrated Canada Day with virtual performances and a fireworks display on Facebook Live.
- Residents were encouraged to decorate their homes and send in photos to take part in a contest.
- Local clubs/organizations have been restricted in their celebrations since 2020.



## What is going on in Arnprior?

- The Town of Arnprior is excited to continue the return of in-person summer events with a full slate of programming and festivities on July 1.
- Canada Day will see a variety of events happening across Arnprior from the Nick Smith Centre to the Museum to Robert Simpson Park with the day culminating with the anticipated fireworks display at dusk.



## What is going on in Arnprior?

- Arnprior Lions Club Pancake Breakfast
  - Hosted at the Nick Smith Centre (moving from Masonic Hall), the Arnprior Lions are serving up a delicious breakfast from 8-11am before a busy day of programming.
- Arnprior Rotary Club Mad Duck Race
  - In efforts to raise funds for several community projects, the Arnprior Rotary Club is selling and racing rubber ducks down the Madawaska River beginning at 2pm. The Director of Recreation and Rotary Club representative are in frequent communication with Ontario Power Generation to coordinate flows and ensure a safe environment.



## What is going on in Arnprior?

- Optimist Bobby Legault Children's Bike Parade
  - A staple in the Canada Day programming, the children's bike parade is scheduled to leave the church parking lot at 11:45am and arrive at Robert Simpson Park shortly after to begin the festivities at the park. Registration opens at 10:30am.
- Strawberry Social
  - The Galilee Centre will be bringing back their Strawberry Social from 1:00-4:00pm where they will be serving cake dressed with fresh local strawberries.



- Interactive Historical Demonstration
  - The Arnprior & District Museum has a full slate of programming highlighted by a blacksmith and woodsman demonstration. The 1923 International Firetruck will also be on display.
  - This day will also launch a new exhibit, Found in Arnprior.
  - While weather dependent, the programming is expected to run from 9:00am to 3:30pm.



- Celebrations at Robert Simpson Park
  - 11AM Food vendors arrive and music (DJ)
  - 12PM Arrival of Bike Parade, Speeches, Award Presentations, Singing of O'Canada and serving Canada Day cake thanks to the Arnprior Legion.
  - 12PM-3PM Free Carnival Games and Face Painting.
  - 1:30PM Sand Castle Competition (at the beach)
  - Music Line-Up
    - 11am: DJ
    - 1pm: Main Street School of Music
    - 2pm: Vagrant Kings
    - 3pm: The Fabulous Heartbeats



- Parking at Robert Simpson Park will be restricted to those with accessible permits.
- The hospital is providing free parking in the rear lot. The Town will be providing golf cart shuttles to bring those in need of transportation to and from the parking lot between 10:00am-5:00pm.



- The Canada Day fireworks display will return to the island below the weir beginning at dusk (likely 9:45pm).
- The Fireworks Display is managed by Hands Fireworks with the support of certified Recreation Staff.
- Hydro Park East or West are the best viewing areas.
- Boat traffic is restricted beyond Pier 6 of the Arnprior Marina. Members of the Fire Department will be in the Fire Boat to manage traffic on the water.
- The rain date for the fireworks is Saturday July 2.



## Information

## Where can residents go to find information?

- A detailed list of the events of the day can be found on the Town's website.
- The celebrations will be promoted on the radio as well as in the newspaper.
- There will be a strong social media push leading up to the event allowing the community to engage with us on July 1.
- Recreation staff are visiting local businesses to have our Canada Day poster added to their windows/doors/display areas.

# Questions?



· WHERE THE RIVERS MEET ·



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

**Subject:** Application to Municipal Grants Policy – Arnprior Agricultural Society

**Report Number: 22-06-27-01** 

Report Author and Position Title: Kaila Zamojski, Deputy Clerk

**Department:** Client Services **Meeting Date:** June 27, 2022

#### Recommendations:

That Council approve the in-kind portion of the request from the Arnprior Agricultural Society, for the 2022 Valley Agricultural Festival Event being held on July 29, 30, and 31, 2022, which includes:

- no parking signage, picnic tables, barricades, and low bleachers (valued at approximately \$1,200 for staff time)
- two (2) free dump passes (20 yard roll off boxes) for the Arnprior Waste Disposal Site (valued at approximately \$800); and

Further That Council continues to stress the importance of recycling and reducing unnecessary waste going to the landfill to the Arnprior Agricultural Society; and

Further That due to ineligibility under the Support Funding stream, the request for \$3,000 for the 2022 Valley Agricultural Festival Event be declined.

### Background:

The Municipal Grants Policy was last updated in November 2020, and helps to define the purposed, scope and procedures for Council to provide municipal grants to organizations that provide programs or services that address an identifiable need or problem in the community and bestow some community-wide benefit. Municipal grant streams authorized under the policy include:

- Support Funding
- In-Kind Support Partnership
- In-Kind Support Single
- Festivals & Event Support

In order to qualify for Municipal Grant Funding applicants are required to complete the application from and meet the various qualification criteria, including demonstration of financial need and having explored additional sources of potential funding. Applications are received and evaluated based on the qualifications and eligibility criteria listed in Section 3 of the Municipal Grants Policy. Depending on the funding stream, the applications received come forward to Council in the form of a Staff Report or through an Action Item.

In 2018, prior to the renewal of the Municipal Grants Policy, the Arnprior Agricultural Society requested \$10,000 in support of the Arnprior Fair. At this time, staff recommended, and Council approved, providing \$1,000 to support the one-day Special Needs Event. No other funding has been provided to the Arnprior Agricultural Society. The Town of Arnprior has in the past provided in-kind support for the Arnprior Fair and other Agricultural Society Events, by way of Action Items.

#### **Discussion:**

The Arnprior Agricultural Society has submitted a grant request under multiple streams from the Municipal Grants Policy, including both In-Kind and Support Funding. They have requested the following:

In-Kind Support Request	<ul> <li>no parking signage, picnic tables, barricades, and low bleachers (valued at approximately \$1,200 for staff time)</li> <li>two (2) free dump passes (20 yard roll off boxes) for the Arnprior Waste Disposal Site (valued at approximately \$800)</li> </ul>
Support Funding Request	\$3,000

The request was evaluated based on the qualification and eligibility criteria outlined in the Municipal Grants Policy, outlined in Appendix B: Evaluation Matrix – Arnprior Agricultural Society (2022 Valley Agricultural Festival), and was found to be in compliance with all requirements, except for the "demonstration of financial need" and "demonstrates having explored additional sources of potential funding."

#### **Financial Need Analysis:**

When reviewing the financial information received from the Arnprior Agricultural Society in their application, two key factors to determine financial need were looked at:

- a. whether or not the event itself will generate a surplus or deficit; and
- **b.** what financial resources exist (cash, savings, investments, etc.) and are uncommitted.

	With Arnprior Support Funding of \$3,000	Without Arnprior Support Funding of \$3,000 *Staff Recommendation
Projected Revenues	\$120,650	\$117,650
Projected Expenses	\$209,500	\$209,500
Projected Event Deficit	(\$88,850)	(\$91,850)

As indicated above, the 2022 Valley Agricultural Festival Event is projected to run at a deficit, with or without the Town of Arnprior's contribution of \$3,000. However, the financial information provided in the application also indicates that the organization has \$580,478 in available funds to them through their bank balance (\$13,112) and investments (\$567,366).

Staff reached out to the Arnprior Agricultural Society to determine if there was any specific reason for future use of the available funds to them, through investments and otherwise. The representative from the Agricultural Society noted the funds available in their accounts are being used to support their events and cover any losses. Staff also inquired whether the Arnprior Agricultural Society would be seeking funding from additional sources, with the response being "no they were not requesting funding from any other source (i.e. other municipalities) for this event." The Arnprior Agricultural Society did receive a provincial grant in 2022 in the amount of \$4,326.33, which was a grant provided to agricultural organizations to support their operations and efforts to educate people about the value and significance of agriculture in the province.

As the Arnprior Agricultural Society has available funds in the amount of \$580,478 to use to support the deficit, the \$3,000 request is not recommended. However, providing in-kind support as noted above, is recommended.

### **Options:**

Other options for Council consideration include:

- **1.** Choose to support the Arnprior Agricultural Society, by providing support funding in the amount of \$3,000.
- 2. Choose to support the Amprior Agricultural Society at a different amount as determined by Council.
- 3. Choose not to support the Municipal Grant request as a whole. Staff does not recommend this, as this event is an event that will be in the Town of Arnprior and will provide an event for residents to enjoy as well as bring people from the Valley to our community.

The Municipal Grants policy aligns with the Town's Strategic Plan when looking at effective service delivery, as well as growth and expansion. Providing Municipal Grants to eligible organizations, allows the Town of Arnprior to have various programs and events, which compliment or support those offered by the municipality. This contributes to the overall growth of the Town.

#### **Financial Considerations:**

This Municipal Grant Request falls under In-Kind and Support funding streams of the Municipal Grant Policy. Staff is recommending providing support by way of In-Kind through the delivery and pick-up of no parking signage, picnic tables, barricades, and low bleachers, as well as two (2) free dump passes (20 yard roll off boxes) for the Arnprior Waste Disposal Site. The overall estimated cost to the municipality of providing these In-Kind requests (noted above) will be approximately \$2,000.

It is also important to note that grant funding in the 2022 Municipal Grants Account 1-5-7600-6999 has been fully expended. Thus, if Council were to consider providing support funding, other financial avenues will need to be investigated.

#### **Meeting Dates:**

Not Applicable

#### Consultation:

- Town Clerk
- Arnprior Agricultural Society

#### **Documents:**

- 1. Appendix A Overview of Municipal Grant Streams
- 2. Appendix B Evaluation Matrix Amprior Agricultural Society
- 3. Application Form Amprior Agricultural Society

### **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:** 

Appendix A – Overview of Municipal Grant Streams Page 64				
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 cannot 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 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	Festivals and Events Support Funding cannot be used to:  • support ongoing operating costs.  • support annual capital costs.  • retire debt.  • increase endowment funds.  • provide gifts, hospitality, or other benefits to individuals and/ or organizations	

Appendix B – Evaluation Matrix Applicant: Arnprior Agricultural Society	Page 65
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	No
Demonstrates having explored additional sources of potential funding from other levels of government, the private sector, donations, fundraising efforts, etc. where applicable	Received a grant from province in 2022 for overall operations.  Did not seek any other sources of funding from other municipalities, donations, etc. for this event
Completed and submitted the appropriate application form a minimum of 60 days prior to their need	Yes

Eligibility Criteria	Page 66
Overall contribution to community:	
Providing an event for residents in the Town of Arnprior as well as supports economic development by bringing people from the Valley to the Town of Arnprior. The event will also provide residents of our community with another summer event to enjoy.	Yes
Supports & promotes Town's vision, values and strategic priorities:	
The Arnprior Agricultural Society supports the vision, values and strategic priorities of the municipality by providing supporting Economic Development. This event is anticipated to attract many visitors to the Town of Arnprior.	Yes
Financial Management of the community organization:	
The Arnprior Agricultural Society is running a large surplus of available funds in their bank/ investment accounts. Thus, they do not meet the criteria of financial need.	No
Demonstrated support of volunteers:	
The Arnprior Agricultural Society runs on volunteers' year round and will require 50+ volunteers to support the Valley Agricultural Festival event.	Yes
Demonstrated the benefits to the residents of the Town of Arnprior:	
The event will provide residents of Arnprior with another event to participate in. Also, the Valley Agricultural Festival event is planning on running a "Very Special Persons Morning" as part of the event to allow participation from visitors of all abilities.	Yes



#### ARNPRIOR AGRICULTURAL SOCIETY



P.O. BOX 363 ARNPRIOR, ON K7S 3L9

April 25, 2022

#### Dear Friends and Business Owners of Amprior and Surrounding Areas:

The Amprior Agricultural Society is gearing up to get back to hosting our annual event this year! We have rebranded our event to the Valley Agricultural Festival which the Ag Society will host on July 29, 30 and 31st. We will be back at the Amprior Airport site and we are so excited about the new and innovative ideas and components which will make up the festival.

The Ag Society is a non-profit organisation. Every year, our hard working volunteer board of directors works tirelessly to provide this community with some great family entertainment with a touch of rural living with our interactive agriculture displays. We have to balance this vision of the festival while keeping admission prices within reason for all that would like to attend, to be able to do so.

The Valley Agricultural Festival has a motto of "Where Friends Meet". We want to give our local community, and the surrounding areas a reason to visit our town and festival. These events bring people together for a time of fellowship and enjoyment. We would like to make this year our best event ever! Your support is key in helping us achieve this goal.

We have different options for support ranging from "Friend of the Festival" to "Diamond Sponsor". If you wish to help contribute to this event, please feel free to email us anytime, with your intention to contribute and how we can help promote you and your business.

Thank you so much for your time and consideration!

See you at the Festival!!

Marilyn Misener

President - Amprior Agricultural Society valleyagfestival@gmail.com



#### ARNPRIOR AGRICULTURAL SOCIETY



P.O. BOX 363 ARNPRIOR, ON K7S 3L9

### **Sponsorship Opportunities:**

### Friend of the Festival

Up to \$99 (including all in-kind value)

- Business logo promoted on V.A.F. website
   And our facebook page
- Invitation to our official opening ceremony and reception

### **Bronze Sponsorship**

\$100 - \$299 (including in-kind value)

- 2 gate admissions (all inclusive)
- Business logo promoted on V.A.F. website
   And our facebook page
- Sign with logo displayed on festival grounds
- Invitation to our official opening ceremony and reception

### Silver Sponsorship

\$300 - \$499 (including in-kind value)

- 4 gate admissions (all inclusive)
- Business logo promoted on V.A.F. website
   And our facebook page
- Sign with logo displayed on festival grounds
  - Business name mentioned during shows
- Invitation to our official opening ceremony and reception

### \$500 - \$999 (including in-kind value)

- 6 gate admissions (Business logo promoted on V.A.F. website And our facebook page
  - Sign with logo displayed on festival grounds
    - Business name mentioned during shows
  - Invitation to our official opening ceremony and reception

### **Diamond Sponsorship**

#### \$1000+ (including in-kind value)

- 10 gate admissions (Business logo promoted on V.A.F. website And our facebook page
  - Sign with logo displayed on festival grounds
    - Business name mentioned during shows
- Title rights to one of the Day at Festival Festival day would be named after you or your business (based on availability)
  - Invitation to our official opening ceremony and reception



Town P2/gep7ior 105 Elgin Street West Arnprior, ON. K7S 0A8 613-623-4231

# **Municipal Grants Application**

General Information		Submission	n Date:	
Name of Organization:	Arnprior Agricultural Society			
Street Address:		74 Van Dusen Dr	ive	
City/Town:	Arnprior	Postal Code:	K7S 3G9	
Contact Person:	Marilyn Misener	Position/Title:	President	
Telephone:	613-795-9849	Fax Number:		
E-mail:				
140 11	Charitable	Not-for-profit	Other	
What is your organization's status?		<b>v</b>		
Authorization:	I declare that I am authorized to sign this grant request on behalf of  Arnprior Agricultural Society  [insert name of organization]  Warty 17/22		Name (print): Marilyn Misener Position/Title: President	
		e]	Phone: 613-795-9849	
Please provide project/event	date(s) or any relevan	t timelines related to	this request.	
Please provide project/event The Arnprior Agricultural Soc event that will take place July	iety is currently plannin	g the Valley Agricult	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 (complete Parts A and B)	~	\$3,000 Support on-going operating costs
In-Kind Support (Partnership) (complete Parts A and B)		no parking signage, any volunteers available to help for VSP morning July 29th (Very Special People)
In-Kind Support (Single) (complete Part A)		Picnic tables, barricades, Dump Passes, low bleachers
Festivals and Events Support Funding (complete Parts A and B)		Support on-going operating costs Provide hospitality for VSP program



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

	Organization/Grant Information
What is the function of your org	anization (mandate/key objections)?
See attached	
Please provide an overview of	he service, program or event being supported with this funding.
VSP morning, Ag Tent, Dog Zor Family Entertainment, Musical E	ne, Livestock exhibitions, 4-H competitions, Homecraft displays, Entertainment
Please see extended discription	s on attached.
Please explain how this service	, program or event benefits the Town of Arnprior and its residents
thousand visitors) from the town	ibitors, vendors as well as spectators (estimating between 6 to 10 of Arnprior and the surrounding areas. These people will be
attending and participating in the Needs community with the opportunity	nd potentially visiting the downtown core merchants while e festival activities. The VSP morning provides our local Special ortunity to enjoy the festival which may not happen during regular
attending and participating in the	e festival activities. The VSP morning provides our local Special

# What is the function of your organization -

A Not for Profit Organization with the objective to encourage the awareness of agriculture and to promote improvements in the quality of life of the people living in an agricultural community. This is done through holding agricultural exhibitions featuring competitions for which prizes may be awarded, researching the needs of the agricultural community and developing programs to meet those needs by supporting and providing facilities to encourage activities to enrich rural life.

# Please provide an overview of the service, program or event being supported with this funding -

VSP morning - provides a toned down version of the festival so that people with special needs (ex: autistic, motor disabilities, mental disabilities) and their families can enjoy the festival experience on their terms

Dog Zone - Sunshine Disc Dogs and Agility dog competitions
Livestock - Miniature Horse show, Horse Pull, Riding school demos
Ag Tent - interactive displays to bring awareness of rural life including
farm baby animals, farm safety, soil and crop displays etc.
Truck & Tractor Pull
Main Stage Music entertainment

Homecraft Tent with Family Entertainment Vendors



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Please select target population that will benefit from this request.  Does this request align with the Topics of the second seco	Age Range:  Children (Ages 0-12)  Youth (Ages 13-18)  Adults (Ages 19-59)  Seniors (Ages 60+)  own of Arnprior's Strategic Plan	Number of participants benefitting from this request:  1-50  51-100  101-499  500-1000  > 1000
Key Priorities     Economic Development –     Attraction, retention and marketing initiatives and economic impact	The Arnprior Agricultural Soci Agricultural Festival will attract town business that may not be weekend.	et many visitors to the town and



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Community Well Being – Community support, arts and culture, recreational and leisure, health and well being support initiatives	Our organization hosts a VSP (Very Special Persons) morning program which has visitors of all abilities come for morning of fun and toned down senses for all to enjoy the festival experience.			
Has your organization received	If yes, please provide ad	ditional details below.		
support from the Town of Amprior in previous years?	Dollar (\$) value received:	\$1000 (2017)		
Yes No No	Service/ Program/ Festival/ Event grant support was received for:	Special Needs morning		
	Type of grant support received:	Support Funding In-Kind Support In-Kind Partnership Festival and Event Support Funding		
	Was Town staff support provided?  If yes, in what capacity?	No		



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

Due to Covid, the festival has not happened for the last 2 years as well as many of our fundraising activities. As well, many of our usual Sponsors have been severely impacted by business closures so we are unable to generate the monies needed to hold the festival. We need both monetary and in-kind support from the Town of Arnprior to be able to bring this exciting event to the area.



Town Pagepror

105 Elgin Street West
Arnprior, ON.
K7S 0A8
613-623-4231

<u>Part B</u> (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) Our organization is working on securing sponsorships of the events held at the Festival. We are working to have bingo, Euchre tournaments and other events after the actual Festival happens. Due to Covid restricitions for the past 2+ years, we have been unable to do much fundraising. Does your organization raise enough money through fundraising to cover its expenses? If not. indicate your organizations plan to pay these expenses. (If Applicable) Our fundraising activites do not cover all the expenses incurred by having the Valley Agricultural Festival. We do use the monies generated by the entrance gate receipts and beverage tent as well as sponsorships and vendor space rentals to pay for the expenses. Indicate if you received funding or are seeking funding from sources other than the municipality. Our organization has applied for grants through OMAFRA (received) and the Reconnect Ontario (no response as of yet). We are actively seeking sponsors of in-kind and monetary donations.



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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.

The activities and attractions that will be available at our festival will help to educate the residents about agriculture and the history of agriculture in this area. Funding will be used to help offset the costs for our various programs, for example our VSP morning (Very Special Persons), where we provide lunch and a goodie bag for take away. We anticipate approximately 300 VSP at our morning program.

Also, the festival is expecting approximately 6 to 10 thousand visitors who will have the opportunity to support local businesses by purchasing fuel, having meals at restaurants, lodging, and potentially visiting the downtown core businesses.

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

The organization is continuously looking for partnerships with various sponsors to become self-sufficient.

The organization is also actively planning fundraising activities for next year to help cover costs that we were unable to execute this year due to Covid regulations earlier this year.

The organization looks for grant possibilities from other sources as well.

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?

Potential denial of all or part of this request would result in less monies to put towards programming as the organization would have to put that into infastructure costs (picnic tables, bleachers, garbage cans, etc.)

In addition, it would affect our ability to work towards being self sufficient.





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

Due to Covid restrictions, our participation last year was nil. We are working towards renewing our participation for this coming year. Our organization has already participated in the Volunteer Fair and are looking at participating in Priorpaloosa as well.

# Part B (cont'd)

# **Projected Budget**

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

Revenue Description	<b>Budget Amount</b>	
Grants – Federal and/or Provincial	\$7,500.00	
Grants – Town of Arnprior	\$3,000.00	
Donations/Sponsorships	\$5,000.00	
Earned Income	\$ 100,000.00	
Applicant Contribution	\$ na	
User Fees	\$ na	
Membership Fees	\$ 150.00	
Fundraising Efforts	\$ na	
Other (please specify) Beverage Tent	\$ 5,000.00	
Other (please specify)	\$	
Other (please specify)	\$	
Other (please specify)	\$	
Total Revenue	\$ 120,650.00	





(initial)

<b>Expenses Description</b>	xpenses Description		
Salaries and Benefits	alaries and Benefits		
Advertising and Promotion		\$ 15,000.00	
Entertainment		\$ 125,000.00	
Administration		\$ 1,000.00	
Facilities Rental		\$ 10,000.00	
Prizes and Awards		\$ 4,000.00	
Other (please specify) Sanit	tary needs (toilets, handwashing)	\$ 7,800.00	
Other (please specify) Tents	S	\$ 15,000.00	
Other (please specify) Gene	Other (please specify) Generators, Light towers, water		
Other (please specify) Secu	rity, first aid, fencing	\$ 20,000.00 \$ 209,500	
Total Expenses			
Please attach the listed documentation to your completed application.	Most recent financial state  Financial statement from prestival/event  Budget for program, service  Proof of incorporation, if a	orevious year or previous ce, festival/event pplicable	





# 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.

# **Arnprior Agricultural Society**

<u>Financial Statements</u> (unaudited - see notice to reader)

For the year ended 31 October 2021



## NOTICE TO READER

On the basis of information provided by management, we have compiled the statement of financial position of the Amprior Agricultural Society as at 31 October 2021 and the statements of change in net assets, operations and cash flows for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

RENFREW, Ontario. 4 January 2022. Chartered Professional Accountants, Licensed Public Accountants.

Mac Killian + Associates

# **Arnprior Agricultural Society**

# Statement of Financial Position (unaudited - see notice to reader)

# As at 31 October 2021 (with 2020 figures for comparison)

		ASSE	TS		<u>2021</u>		2020
		AbbL	110				
k				\$	13,112	\$	30,762
					567,366		546,553
							487
recove	rable			-	657	-	3,253
				\$	581,135	\$	581,055
	Cost						
\$	34,460	\$	14,611	\$	19,849	\$	24,811
	7		2020		10.00		
-	12,374	-	6,186		6,188	_	8,662
\$	46,834	\$	20,797	\$	26,037	\$	33,473
				\$	607,172	\$	614,528
	LIABILITI	ES ANI	NET ASSE	TS			
				\$	3,314	\$	1,910
				\$	603,858	\$	612,618
				\$	607,172	\$	614,528
	recove	Cost \$ 34,460 12,374 \$46,834	k recoverable  Cost An  \$ 34,460 \$  12,374  \$ 46,834 \$	Cost   Accumulated   Amortization	Cost   Accumulated   Amortization	ASSETS  k \$ 13,112 567,366  recoverable 657  \$ 581,135  Accumulated Amortization  \$ 34,460 \$ 14,611 \$ 19,849  12,374 6,186 6.188  \$ 46,834 \$ 20,797 \$ 26,037  \$ 607,172  LIABILITIES AND NET ASSETS  \$ 3,314 \$ 603,858	ASSETS  k \$ 13,112 \$ 567,366  recoverable

# Amprior Agricultural Society

Statement of Change in Net Assets (unaudited - see notice to reader)

For the year ended 31 October 2021 (with 2020 figures for comparison)

	2021		2020
Balance at the beginning of the year	\$ 612,618	\$	624,818
Excess (deficiency) of revenue over expenditures for the year	 (8,760)	_	(12,200)
Balance at the end of the year	\$ 603,858	\$	612,618

# Arnprior Agricultural Society

# Statement of Operations (unaudited - see notice to reader)

# For the year ended 31 October 2021 (with 2020 figures for comparison)

		2021		2020
Revenue:				
Fair revenue			\$	1,323
Fundraising revenue				2,379
Grant revenue	\$	29,440		3,199
Membership		50		60
Interest revenue	_	1,570	_	4,689
	\$	31,060	\$	11,650
Expenditures:				
Amortization	\$	7,436	\$	8,678
Bank charges and interest		233		560
Bursary		12,687		1,539
Fair expenses		8,774		1,270
Insurance		3,638		3,524
OAAS expense		787		2,470
Office supplies		434		472
Office wages		2,600		2,600
Professional fees - accounting		3,000		2,500
Professional fees - legal		4		(81)
Website	_	231	-	318
	\$	39,820	\$	23,850
Excess (deficiency) of revenue over expenditures for the year	\$	(8,760)	\$	(12,200)

# Amprior Agricultural Society

# Statement of Cash Flows (unaudited - see notice to reader)

# For the year ended 31 October 2021 (with 2020 figures for comparison)

		2021		2020
Cash flows from operating activities:  Excess (deficiency) of revenue over expenditures for the year  Add (deduct) items which do not involve cash:	\$	(8,760)	\$	(12,200)
Amortization		7,436		8,678
	\$	(1,324)	\$	(3,522)
Net change in non cash working capital balances related to operations:				
- decrease (increase) in accounts receivable	\$	487	\$	(487)
<ul> <li>decrease (increase) in government remittances recoverable</li> </ul>		2,596		(3,253)
- increase (decrease) in accounts payable	-	1,404	\$	(4,107)
	\$	4,487	\$	(7,847)
Cash flows from (used for) operating activities	\$	3,163	\$	(11,369)
Net increase (decrease) in cash and cash equivalents during the year	\$	3,163	\$	(11,369)
Cash and cash equivalents at the beginning of the year	-	577,315	_	588,684
Cash and cash equivalents at the end of the year	\$	580,478	\$	577,315
Comprised of:				
Cash on hand and in bank	\$	13,112	\$	30,762
Investments	-	567,366	-	546,553
	\$	580,478	\$	577,315

# Amprior Agricultural Society

Notes to the Financial Statements (unaudited - see notice to reader)

For the year ended 31 October 2021

#### 1. NATURE OF BUSINESS

The Amprior Agricultural Society is a not-for-profit organization incorporated without share capital by Statutory Authority under the Agricultural Associations Act and continued under the Agricultural and Horticultural Organizations Act, 1987. The Society was established locally to operate the annual Amprior Fair and other related events. The Society is a not-for profit organization that is exempt from income taxes under Section 149.1 of the Canadian Income Tax Act.

## 2. SIGNIFICANT ACCOUNTING POLICIES

The following is a list of significant accounting policies:

a) Property, plant and equipment: Property, plant and equipment is accounted for at cost and amortized on the basis of its useful life using the following methods and rates:

> Equipment Leasehold improvements - road

20% declining balance 5 year straight-line

Additions during the year are amortized at one-half the above rates.

# Arnprior Agricultural Society Event Budget Valley Agricultural Festival July 29, 30 & 31st, 2022

# Expenses:

Family Entertainment	\$45,000
Main Stage Musical Entertainment (including stage & sound equip.)	\$65,000
Advertising	\$15,000
Dog Zone	\$ 5,000
Ag Education Tent	\$ 5,000
Livestock Shows (prize money & 4-H Shows)	\$ 5,000
Horse Pull	\$ 5,000
Truck & Tractor Pull	\$15,000
Miscellaneous	\$65,000

(including Lease, Tents, Security First Aid, Sanitation, Personal Hygiene Fencing, Generators, Light towers, Hotel room etc.)

Total Expenses: \$225,000

# Income:

Entrance gate receipts	\$100,000	
Beverage Tent	\$ 5,000	
Vendor space rentals	\$ 1,000	
Sponsorships/Donations	\$ 5,000	
Grants - Town, Provincial, Federal	\$10,500	
Membership Fees	\$ 150	

Total Income: \$121,650

Ministry of Agriculture, Food and Rural Affairs

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



3rd Floor 1 Stone Road West Guelph, Ontario N1G 4Y2 Tel: 519-400-5303 Tet 519-826-3111 www.ontario.ca/OMAFRA

3" étage 1 Stone Road West Guelph (Ontario), N1G 4Y2 Tét. 519-400-5303 Tét. 519-626-3111 servic ordanio callificación

#### **Business Development Branch**

January 24, 2022

Arnprior Agricultural Society PO Box 363 Amprior ON K7S 3L9 Canada

Email:

Dear:

This "Letter of Good Standing" will certify that the Amprior Agricultural Society is incorporated as an Agricultural Society within the meaning of the Agricultural and Horticultural Organizations Act (AHOA) of the Province of Ontario. Under this legislation Agricultural Societies are considered non-profit corporations, without share capital. The Amprior Agricultural Society was incorporated in 1854.

The Agricultural and Horticultural Organizations Act (AHOA) was passed into legislation in 1990 and combined three pieces of legislation and all incorporated organizations into one Act. Under the AHOA, there are no letters patent, charters or corporate numbers issued. Each organization files an annual return with the Ontario Ministry of Agriculture, Food and Rural Affairs.

This Letter of Good Standing is proof of your Incorporation and that you are current with your annual filing requirements.

If you have any questions please do not hesitate to contact

Agricultural Information Contact Centre (AICC)

Toll Free: 1-877-424-1300 TTY: 1-855-696-2811

Email: ag.Info.omafra@ontario.ca





#### Certificate of Insurance

This is to confirm to: Amprior Airport Commission (Also listed as additional insured on the policy)

663 Johnston Road Amprior, Ontario, K7S 3G8

The insurance afforded under the policies listed below are subject to the terms, conditions and exclusion of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

The Insurer will endeavour to mail to the additional insured specifically named on this certificate 30 days' written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date.

The limits shown below may have been reduced by paid claims and are in Canadian dollars.

Policy Information	Policy Number 1076386585	Effective Date: Augu	st 01, 2021 Expiry Date: Augu	st 01, 2022		
	Primary Insured Name ARNPRIOR AGRICULTURAL SOCIETY  Address PO BOX 363 STN MAIN					
	Policy Operations	Operations to which this certificate appl	lies:			
roncy operations	Description					
	Exhibition, fair grounds - Recreation					
Liability	Liability Coverages to which this certific	ate applies:	T 5.3.9+10-13			
Information	Commercial General Liability Policy		Co-insurance	Deductible	Limit	
	Bodily Injury And Property Damage Lia	bility			Land Control	
	Each Occurrence Limit			*	\$5,000,000	
	Products-Completed Operations Aggre				\$5,000,000	
	Each Occurrence Deductible - Property	Damage		\$1,000		
	Personal And Advertising Injury Liability				\$5,000,000	
	Medical Expense		7		\$25,000	
	Tenants' Legal Liability			\$1,000	\$500,000	
GL Included Coverage	Liability Coverages to which this certific		bo following:			
SL Included Coverage	Bodily Injury and Property Damage incl Broad Form Products and Completed Broad Form Products and Completed Broad Form Property Damage Blanket Contractual Liability Contingent Employers Liability Additional Insured as required by con Other Insurance Clause - Primary and Owners and Contractors Protective Severability of Interests, Cross Liability	Occurrence Basis includes to uding:  d Operations  attract d Non-contributory if agreed by a				
Non-Owned	Commercial General Liability Policy Bodily Injury and Property Damage incl  Broad Form Products and Completed Broad Form Property Damage Blanket Contractual Liability Contingent Employers Liability Additional Insured as required by contour of the Insurance Clause - Primary and Owners and Contractors Protective Severability of Interests, Cross Liability Liability Coverages to which this certific	- Occurrence Basis includes to uding: d Operations stract d Non-contributory if agreed by a	a written contract for the addition	nal insured.		
Non-Owned	Commercial General Liability Policy Bodily Injury and Property Damage incl  Broad Form Products and Completed Broad Form Property Damage Blanket Contractual Liability Contingent Employers Liability Additional Insured as required by con Other Insurance Clause - Primary an Owners and Contractors Protective Severability of Interests, Cross Liability Liability Coverages to which this certific Non-Owned Automobile Liability	- Occurrence Basis includes to uding: d Operations stract d Non-contributory if agreed by a			Limit	
Non-Owned	Commercial General Liability Policy Bodily Injury and Property Damage incl Broad Form Products and Completed Broad Form Property Damage Blanket Contractual Liability Contingent Employers Liability Additional Insured as required by con Other Insurance Clause - Primary an Owners and Contractors Protective Severability of Interests, Cross Liability Liability Coverages to which this certific Non-Owned Automobile Liability Contractual Liability Endorsement	- Occurrence Basis includes to uding: d Operations stract d Non-contributory if agreed by a	a written contract for the addition	nal insured.	Limit	
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Non-Owned	Commercial General Liability Policy Bodily Injury and Property Damage incl Broad Form Products and Completed Broad Form Property Damage Blanket Contractual Liability Contingent Employers Liability Additional Insured as required by con Other Insurance Clause - Primary an Owners and Contractors Protective Severability of Interests, Cross Liability Liability Coverages to which this certific Non-Owned Automobile Liability Contractual Liability Endorsement Non-Owned Automobile Liability	- Occurrence Basis includes to uding:  d Operations  attract d Non-contributory if agreed by a style to the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in the contributory is agreed by a style to the contributory in t	a written contract for the addition  Co-insurance  -	nal insured.  Deductible -		
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Representative of the Insurer

Date: April 20, 2022
Authorized Representative of the Insurer: Joanne Pulcine
Agency Office: CONNIE MCMAHON & ASSOCIATES INC A072680

Joanne Pulcine

130 MACDONELL STREET GUELPH ON N1H 6P8 PHONE (519) 824-4400 FAX (519) 826-0925 www.cooperators.ca



# **Town of Arnprior Staff Report**

**Subject:** Regional Tourism Relief Fund – Destination Development Plan

**Report Number: 22-06-27-02** 

Report Author and Position Title: Erin Coyle, Acting Marketing and Economic

**Development Officer** 

**Department:** Community Services Branch

Meeting Date: June 27, 2022

# **Recommendations:**

THAT Council authorize the CAO to enter into a Regional Tourism Relief Fund Non-Repayable Contribution Agreement with the Ontario's Highlands Tourism Organization for the funding to engage a consultant who will create a Destination Development Plan for the Town of Arnprior.

# **Background:**

In mid-April, 2022, the Acting Marketing and Economic Development Officer (A/MEDO) became aware of the Regional Tourism Relief Fund Non- Repayable Contribution Agreement administered by the Ontario's Highlands Tourism Organization. The Regional Tourism Relief Fund – Ontario's Highlands (RTRF-Ontario's Highlands) is an application-based program funded by the Government of Canada through the Federal Economic Development Agency for Southern Ontario (FedDev Ontario). The intention for the fund is to help facilitate the recovery and long-term growth of the tourism economy within the region, supporting tourism stakeholder investment into experience development, experience enhancement, and destination development programs.

Eligible applicants and projects successfully awarded would be funded based on non-repayable contributions of up to \$100,000 for up to 50% of eligible costs for for-profit incorporated businesses and up to 100% of eligible costs for not-for-profit incorporated organizations.

The RTRF-Ontario's Highlands program would support projects and activities that were related to the following categories:

# A - Destination Management & Infrastructure Upgrades

- Supporting the development of sustainable destination management plans based on research and market analysis, and designed to rebuild tourism confidence in communities; and
- Supporting the implementation of tourism and destination managements plans that create or improve local assets, facilities, and planning for key infrastructure;

# B – Tourism Product & Experience Development

- Creating, adapting, and enhancing protocols and permanent infrastructure to meet health and safety requirements to accommodate visitors;
- Modernizing operations, attractions, sustainability initiatives, and digital sales enhancements;
- Developing capacity for more diverse, equitable and inclusive tourism experiences, including infrastructure and tourism product enhancements and upgrades; and
- Supporting seasonal dispersion by equipping tourism businesses to extend their
  product offering to increase visitation during the winter and shoulder seasons, and
  supporting the marketing initiatives to bring these new product offerings to market.

# C - Collaborative Initiatives & Events

- Supporting collaborative regional projects focused on new tourism product and/or experience development and targets a new niche market;
- Supporting municipalities and community-organized festivals and events with new enhancements and upgrades to build on existing programming and assets; and
- Implementing strategies to re-activate and animate downtown cores, main streets and business districts through activities, public art, and mixed-use spaces.

The funding contribution of 100% of the total project cost will be provided in two disbursements:

- 50% of funding awarded upon signing of the Agreement.
- 50% of funding awarded upon the submission of the final report, supporting photographs and documentation, requested receipts and claims summary related to the total project

## Dates of Note:

- The closing date for this grant application was May 15, 2022.
- Eligible costs for the project must be incurred by December 31, 2022.

# **Discussion:**

The A/MEDO undertook to apply for Regional Tourism Relief Fund monies to fund the services of a strategic planning consultant who would deliver a tourism strategy, or destination management plan, for the town, per funding category A - Destination Management & Infrastructure Upgrades.

The application outlined the following proposal for use of the funds:

The Town of Arnprior is looking to develop a sustainable tourism strategy to leverage postpandemic opportunities. This strategic plan would help reinvigorate tourism as well as guide Arnprior on its path to becoming a tourist destination.

Our project would involve the hiring of a consultant to develop a methodology to meet the Town's objectives of attracting more visitors through the collection of market data, consumer research and experience.

The project will use a phased approach which could be comprised of the following activities to arrive at the project deliverables:

- Analysis of comparable destinations
- Consumer Surveys
- Analysis of market trends
- Workshops with Town staff, council and committees and focus groups
- Strategic Analysis of findings
- Utilization of the insights found in previous activities

Project deliverables would include strategic imperatives to increase visitors in both offerings and marketing, a marketing strategy and key marketing tactics.

On June 10th, we were advised that funding had been awarded for 100% funding of the project in the sum of \$40,000. A copy of the Regional Tourism Relief Fund Non- Repayable Contribution Agreement to be entered into is attached for information.

# **Options:**

Council could choose to not take advantage of this funding grant however staff recommend proceeding as this grant will allow us to create a tourism strategy as outlined in the key priorities for Economic Development in the Town of Arnprior Strategic Plan.

# **Policy Considerations:**

Strategic Plan Key Priority – Economic Development - Marketing Initiatives – Tourism Strategy

# **Financial Considerations:**

As outlined, the funding will cover 100% of the total project cost to a maximum of \$40,000 net HST.

М	eeti	na [	Dates:
	<b>~~</b>	IIM E	Julou.

N/A

**Consultation:** 

N/A

# **Documents:**

Regional Tourism Relief Fund Non- Repayable Contribution Agreement with the Ontario's Highlands Tourism Organization

# **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

# **Application: 000000117**

Erin Coyle - ecoyle@arnprior.ca Regional Tourism Relief Fund - Ontario's Highlands Tourism Organization

# **Summary**

**ID:** 0000000117

**Last submitted:** May 15 2022 09:40 PM (EDT)

# **Agreement Term**

In Progress - Last edited: Jun 21 2022

# **Agreement Term**

Please note if you are NOT the authorized signer (AS), you can invite your AS to collaborate on your application for them to sign.

Click on "Back to Application" - located on the left hand side > Click "Add Collaborator" > Follow the instructions

# **Date**

Jun 21 2022

# **Authorized Signer**

Full Name	Robin
Position	Paquette

#### NON-REPAYABLE CONTRIBUTION AGREEMENT

## REGIONAL TOURISM RELIEF FUND - ONTARIO'S HIGHLANDS TOURISM ORGANIZATION

This Agreement made this day of 2022/06/21

## **BETWEEN:**

# ONTARIO'S HIGHLANDS TOURISM ORGANIZATION Page 98 (OHTO).

(hereinafter referred to as "OHTO")

-and-

Corporation of the Town of Arnprior

(hereinafter referred to as the "Recipient")

WHEREAS Corporation of the Town of Arnprior is recognized as an organization that offers tourism experiences within the geographic region known as Ontario's Highlands;

AND WHEREAS OHTO (on behalf of Her Majesty the Queen in Right of Canada) has agreed to provide funding to the Recipient pursuant to the conditions outlined within this Agreement;

AND WHEREAS the Recipient accepts funding from the OHTO upon the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, OHTO and the Recipient agree as follows:

## 1. TERM OF AGREEMENT

This Agreement shall commence on the date the parties execute this Agreement and shall remain in force until **December 31, 2022** (the "<u>Term</u>"), unless terminated earlier as set out hereafter.

# 2. FUNDING CONTRIBUTION / USE OF FUNDS

Subject to all other provisions of this Agreement, OHTO agrees to provide a funding contribution to the Recipient in the amount of \$ 40000.00 The said funding payments shall hereinafter be referred to as the "Funding Contribution".

The Recipient shall apply the Funding Contribution only to the services and activities as set out in Schedule "A" (the "Purpose of Funding"). The said services and funding shall hereinafter be referred to as the "Eligible Project". In the event any of the Funding Contribution is not applied to the Eligible Project, such amounts shall be immediately repayable to OHTO.

#### 3. OHTO IS NOT AN EMPLOYER

a) The Recipient, its employees, agents and volunteers, shall not be deemed to be employees of OHTO for any purpose and will not be entitled to any employee benefits offered by OHTO to its employees, nor will the Recipient, its agents, employees or volunteers be entitled to any statutory benefits or protections granted to employees.

b) Nothing in this Agreement shall constitute or be construed to create a partnership, joint venture or the relationship of master and servant as between OHTO and the Recipient and the Recipient shall not hold itself out as an employee or partner of the OHTO.

## 4. REPORTING REQUIREMENTS

Successful applicants will be required to submit a Post-Award Report, which will contain a brief summary of the project, a claims summary of eligible costs incurred for the project, and a synopsis of how the project helped to protect jobs and enhance the visitor experience. Recipient shall provide such information within the timeframe outlined in Schedule A and no later than Dec 31, 2022.

# **5. AUDIT REQUIREMENTS**

- (a) The Recipient shall keep and make available proper books of account and records of the financial management of the Funding Contribution provided under this Agreement for a minimum of 1 year after the date of completion of the Eligible Project and in accordance with generally accepted business and accounting practices;
- (b) The Recipient shall, within five (5)days of receiving a request from OHTO, make its books, accounts and records available for inspection and audit by representatives of OHTO and/or officers, officials, employees and agents of Her Majesty to ensure compliance with the terms and conditions of this Agreement;
- (c) The Recipient shall make available to OHTO any information pertaining to its programs or governance structure that may be requested by OHTO that is not subject to confidentiality or non-disclosure agreements with third parties; and
- (d) The Recipient authorizes officers, officials, employees and agents of OHTO and Her Majesty at all reasonable times to inspect and copy any records, invoices and documents in the possession or under the control of the Recipient which relate to the Funding Contribution.
- (e) The audit requirements in this Article 5 shall survive for three (3) years beyond the expiration or termination of this Agreement and any renewals hereof.

# **6. RESIDUAL FUNDS**

The Recipient agrees that any portion of the Funding Contribution that remains unused at the end of the Term or at the termination of the Agreement shall remain the property of OHTO and the Recipient shall

## 7. NON-ASSIGNMENT

The Recipient shall not assign the whole or any part of the Funding Contribution, including the sale or disposal of any assets acquired, constructed, rehabilitated or improved with the funds provided under the Agreement, without the prior written consent of OHTO. If the Recipient does assign the whole or any part of the Funding Contribution without written consent of OHTO, the amount assigned shall immediately be repaid to OHTO.

## 8. DEFAULT AND TERMINATION

Prior to the expiration of the Term, or any renewal thereof, OHTO may terminate this Agreement upon thirty days (30) written notice in the event that any of the following occurs:

- (a) The Recipient becomes bankrupt or insolvent or goes into receivership or becomes subject to the provisions of the Bankruptcy and Insolvency Act, 2001 R.S.C. 1985, c.B-3 or any other Act for the benefit of creditors, or goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (b) The Recipient suspends or fails to carry on in a responsible manner its business obligations for a time period exceeding two (2) continuous months;
- (c) A court of competent jurisdiction determines that the Recipient, at the time that OHTO provided the whole or any part of the Funding Contribution, lacked the legal capacity or was not legally entitled to receive such Funding Contribution, or by so doing was in violation of any applicable law or regulation;
- (d) Any material representations made to OHTO or its representatives by the Recipient contained herein or in any reporting requirements are substantially false;
- (e) There is a significant adverse material change in the Recipient's ability to provide the Services pursuant to this Agreement;
- (f) A court of competent jurisdiction determines that the Recipient violated any legislation or City bylaw related to the Funding Contribution;
- (g) The Recipient fails to provide OHTO with a completed Post-Award Report as described in section 4 of this Agreement without notifying OHTO of the reason for the delay; or
- (h) The Recipient uses the Funding Contribution for a purpose other than that of the Eligible Project as set out in this Agreement or otherwise violates any terms or conditions of this Agreement and has not

remedied or commenced to remedy and thereafter diligently pursued the remedy of such default, within thirty (30) days from the date of receiving written notice there of from OHTO.

## 9. INDEMNITY AND LIABILITY

- (a) The Recipient shall indemnify and save harmless OHTO from any claims, demands, losses, costs, charges, actions and other proceedings, made or brought against, suffered by or imposed upon OHTO or its property in respect of any loss, damage or injury, including injury resulting in death, to any person or property directly or indirectly arising out of, resulting from or sustained by reason of the negligence of the Recipient, its employees, agents, volunteers, officers or directors, or the Recipient's non-performance of its obligations under this Agreement.
- (b) OHTO shall not be liable to the Recipient or any other party in relation to the Funding Contribution and/or the Funding provided by the Recipient pursuant to the terms of this Agreement and the parties agree that the Recipient shall not be deemed an agent of OHTO for any purpose under this Agreement. The Recipient shall be solely responsible for the payment of any individuals employed, engaged or retained by the Recipient for the purpose of assisting it in the fulfilment of its obligations under this Agreement.
- (c) The Recipient shall at all times indemnify and save harmless OHTO, Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
  - (i) the Eligible Project, its operation, conduct or any other aspect thereof;
  - (ii) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
  - (iii) the design, construction, operation, maintenance and repair of any part of the Eligible Project; and
  - (iv) any omission or other willful or negligent act or delay of the Recipient and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of OHTO or Her Majesty, in the performance of their duties.
- (d) OHTO and Her Majesty shall have no liability under this Agreement, except for payments of the

Funding Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, OHTO and officers, officials, employees and agents of Her Majesty shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

#### 10. CONFLICT OF INTEREST AND CONFIDENTIAL INFORMATION

- (a) The Recipient, or any of its subcontractors and any of their respective advisors, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to OHTO where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of OHTO acting reasonably) with the provision of the Eligible Project pursuant to this Agreement.
- (b) If during the term of this Agreement an actual or potential conflict of interest arises, the Recipient shall disclose to OHTO without delay such actual or potential conflict of interest and if a significant conflict of interest is deemed to exist, the Recipient shall, at OHTO's request, take such steps as are necessary to remove the conflict of interest.
- (c) "Confidential Information" is defined as any information disclosed to the Recipient by OHTO that is marked proprietary or confidential, or that would logically be considered proprietary or confidential under the circumstances of its disclosure. All Confidential Information shall, during the Term of this Agreement and, at all times thereafter, be held by the Recipient in a fiduciary capacity and solely for the benefit of OHTO. The Recipient further agrees that it will not, either during the term of this Agreement or at any time thereafter, use for their own purposes or outside of the scope of this Agreement, any such Confidential Information or disclose, divulge or otherwise, communicate, whether orally, in writing or otherwise, to any person or persons, any such Confidential Information, unless such information has been generally known to the public at large.
- (d) The Recipient assures that, where lobbyists are utilized, they are registered in accordance with the Lobbying Act and that no actual or potential conflict of interest exists nor any contingency fee arrangement.
- (e) The Recipient assures that any former public office holder that derives benefit from this Agreement will be in compliance with the Conflict-of-Interest Act and the Values and Ethics Code for the Public Sector.
- (f) A breach of this section by the Recipient shall entitle OHTO to terminate the Agreement, in addition

## 11. INSURANCE

- (a)The Recipient shall obtain and maintain during the Term of the Agreement commercial general liability insurance acceptable to OHTO, which shall be subject to limits of not less than two million (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof;
- (b) The commercial general liability insurance shall include coverage for:
  - (i) Premises, property and operations liability;
  - (ii) Broad form products and broad form completed operations liability;
  - (iii) Blanket contractual liability;
  - (iv) Cross liability;
  - (v) Personal and advertising injury liability;
  - (vi) Severability of interest clause;
  - (vii) Owner's and contractor's protective coverage;
  - (viii) Employers Liability;
  - (ix) Non-Owned automobile liability; and
  - (x) Occurrence property damage.
- (c) The commercial general liability insurance policies shall be in the name of the Recipient and upon request, a certificate of insurance shall be provided naming OHTO, as an additional insured thereunder;
- (d) The liability insurance policies shall contain upon request an endorsement to provide all named insured and additional insured parties with thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage;
- (e) With respect to the Recipient providing professional services with any exposure to errors and omissions claims, The Recipient shall maintain Professional Liability Insurance with a policy limit for each single claim of not less than \$1 million; and
- (f) Evidence of insurance satisfactory to OHTO shall be provided prior to the release of any funds.

## 12. OCCUPATIONAL HEALTH AND SAFETY AND WORKPLACE SAFETY AND INSURANCE ACT

(a) The Recipient shall be responsible, where applicable, for the health and safety of its workplace and be in compliance with the provisions of the Occupational Health and Safety Act, R.S.O. 1990. c.O.1, as

amended, and its regulations or any successor legislation ("OHSA") and the requirements under the Workplace Safety and Insurance Act, S.O. 1997, c.16, Sch. A ("WSIA");

(b) At any time during the Term of this Agreement, the Recipient shall, when requested by OHTO, provide evidence of compliance by itself and/or its subcontractors (whichever is applicable) with respect to the WSIA, and failure to provide satisfactory evidence shall result in payment being held by OHTO until OHTO has received satisfactory evidence.

#### 13. TERRITORIAL DELIVERY OF SERVICES

The Recipient shall ensure that the beneficiaries of the Eligible Project will be the businesses and residents of Ontario's Highlands represented by the geographical boundaries of RTO-11 as established by the Province of Ontario.

## 14. CHANGES TO FUNDING

OHTO may terminate or reduce the Funding Contribution at its sole discretion in the event of any of the following circumstances:

- (a) The Eligible Project is cancelled or delayed;
- (b) The Recipient fails in a significant way to meet its own stated objectives and standards or fails to execute its confirmed program of services and activities as assessed through the evaluation process;
- (c) The Recipient undergoes significant disruption in service due to changes in its governance structure and control without the prior knowledge of OHTO and there is no satisfactory plan to address these issues;
- (d) The Recipient fails to meet its obligations related to the Funding Contribution or the Eligible Project and/or fails to provide OHTO with the required reports stipulated in section 4 in a timely manner'
- (e) The Recipient fails to provide OHTO with a deficit reduction plan within sixty (60) days of receiving such a request from OHTO.

In the event OHTO terminates or reduces the Funding Contribution in accordance with this Article 14 it shall provide written notice to the Recipient of same, accompanied by a statement of any amounts owing by the Recipient to OHTO as a result of such termination or reduction. The Recipient shall repay any such amounts to OHTO within thirty (30) days of receipt of notice of same. For further certainty, the fact that the Funding Contribution or any portion thereof, has been spent or committed by the Recipient in no way derogates

# 15. LIAISING RELATIONSHIP AND COMMUNICATION OF INFORMATION BETWEEN OHTO AND THE RECIPIENT

- (a) The Executive Director from OHTO will act as a liaison officer to the Recipient for matters relating to this Agreement; and
- (b) The Recipient will reasonably inform the appointed OHTO representative of any new and significant matters related to this Agreement.

## 15. RIGHT OF EARLY TERMINATION

- (a) OHTO may terminate this Agreement for convenience at any time upon not less than twenty (20) days written notice of its intention to terminate;
- (b) The Recipient may terminate this Agreement for convenience at any time upon not less than twenty (20) days written notice of its intention to terminate;
- (c) In the event of a termination notice being given by OHTO:
  - (i) The Recipient shall make no further commitments in relation to the use of the Funding Contribution provided under this Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation to the Funding Contribution;
  - (ii) No damages or further compensation will be payable by OHTO as a result of the termination and,
  - (iii) The Recipient shall repay any portion of OHTO's Funding Contribution that remains unused at the date of termination to OHTO.
- (d) In the event of a termination notice being given by the Recipient, the Recipient shall repay the full amount of the Funding Contribution to OHTO within thirty (30) days of the issuance of the termination notice.

#### 17. DISPUTE RESOLUTION / ARBITRATION

(a) All questions, controversy, claims or disputes arising out of or in connection with this Agreement shall be negotiated by the parties acting in good faith. Failing the successful negotiation of any dispute, all disputes shall be finally settled by arbitration in accordance with the Arbitration Act, 1991 (Ontario) or any successor or replacement legislation which may be in force, by a single arbitrator (the

"Arbitrator") appointed by the mutual agreement of the parties hereto and failing such agreement by

the senior justice of the Ontario Superior Court in Ottawa. The place of arbitration shall be Pembroke,

Ontario, Canada and the language of arbitration shall be English.

(b) The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the

right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter

the terms and conditions of this Agreement. The Arbitrator shall render a decision within ninety (90)

days after his or her appointment as Arbitrator.

(c) The final award of such Arbitrator shall be a condition precedent to an action in any court, including

but not limited to an action to determine procedural or other issues involving the arbitration itself, and

such award shall be final and binding on the parties with no appeal to any court. The parties hereby

agree to carry out any decision or order of the Arbitrator in good faith

(d) The Parties agree to keep all matters relating to any dispute arising in connection with this

Agreement, the negotiation of any such dispute, or the arbitration of any dispute hereunder,

confidential and shall not disclose same to any third party other than their legal or financial advisers.

18. NOTICE

Any notice, information or document required under this Agreement shall be effectively given, if delivered

or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed

to have been received on delivery; any notice sent by email shall be deemed to have been received when

sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being

mailed. The Recipient has a duty to respond to any notice within ten (10) business days of the notice.

OHTO reserves the right to terminate the Agreement or reduce funding if the Recipient has not to

responded to the notice within ten (10) business days. In the event of an early termination of the

Agreement the actions listed in section 16 will apply.

The mailing addresses of the parties shall be:

**OHTO:** 

OHTO

ATTN: Nicole Whiting

PO Box 271

Beachburg, ON KOJ 1CO

(Email) funding@ohto.ca

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Name: Page 107

Title:

Corporation of the Town of Arnprior
105 Elgin Street W. Arnprior K7S 0A8
(Tel.) 613-623-4231
(Email) arnprior@arnprior.ca

#### 19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. As such, the Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Eligible Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies.

# **20. ENVIRONMENTAL REQUIREMENTS**

If, as a result of changes to the Eligible Project or otherwise, officers, officials, employees and agents of Her Majesty are of the opinion that an environmental or impact assessment or a subsequent determination is required for the Eligible Project, the Recipient agrees that construction of the Eligible Project or any other physical activity that is carried out in relation to the Eligible Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by OHTO to the Recipient for the Eligible Project unless and until:

- (a) where the Eligible Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
  - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Eligible Project; or
  - (ii) a decision statement in respect of the Eligible Project is issued to the Recipient indicating that:
    - 1) the Eligible Project is not likely to cause significant adverse environmental effects;
    - 2) the Eligible Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Eligible Project; or
    - 3) the adverse effects with respect to the impact assessment of the Eligible Project are in the public interest,

(b) where the Eligible Project is a "project" under the applicable federal environmental of impact assessment legislation, a determination that the carrying out of the Eligible Project:

- (i) is not likely to cause significant adverse environmental effects; or
- (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and
- (iii) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.

# 21. GENERAL

- (a) This Agreement shall be binding on and inure to the benefit of OHTO, the Recipient and their respective successors and assigns, except that neither of the parties to this Agreement may assign any of these rights or obligations with respect to this Agreement without the prior written consent of the other party;
- (b) Any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction;
- (c) The fact that OHTO refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon OHTO shall not prevent OHTO in any way from later exercising any other right or remedy under this Agreement or other applicable law;
- (d) Each of the parties agree to execute any additional documentation, or give such further assurances, as may be reasonably required in order to give effect to the spirit and intent of this Agreement;
- (e) Time shall be of the essence in this Agreement;
- (f) Subject to any sections which provide for the early termination of this Agreement, this Agreement shall remain in full force and effect until the payment and performance in full of all of the Recipient's obligations under this Agreement;

- (g) It is understood that information related to this Agreement is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 and the Access to Information Act, R.S.C., 1985, c.A-1.
- (h) The Recipient and OHTO warrant that they have read this Agreement, including the attached Schedule "A", and understand and agree to be bound by it. The person signing this Agreement on behalf of the Recipient further warrants having full power and authority to enter into and to have this Agreement performed by the Recipient.
- (i) This Agreement may be amended only by written agreement between the parties. No amendment of any of the terms or provisions of the Agreement shall be deemed valid unless it is in writing. Amendments to Schedule "A" may be made by written agreement between the parties, provided that the overall objectives of the Services described in Schedule "A" are not thereby being altered.
- (j) Schedule "A" that is attached to this Agreement is incorporated into this Agreement by reference and is deemed to be part hereof.
- (k) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

# 22. ADDITIONAL REQUIREMENTS

- (a) The Recipient consents to being contacted by OHTO and/or officers, officials, employees and agents of Her Majesty in relation to success stories, announcements, ceremonies and other communications activities and which specify that: (i) the Ultimate Recipient acknowledges the federal government's role in the funding provided through this Agreement;
- (b) The Recipient consents to a public announcement of their project by OHTO and/or officers, officials, employees and agents of Her Majesty in the form of a news release and/or event;
- (c) OHTO and/or officers, officials, employees and agents of Her Majesty shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of the Agreement until such date;
- (d) The Recipient must consent to the participation of OHTO and/or officers, officials, employees and agents of Her Majesty (such as the Minister) at the announcement event of the Eligible Project, and to

Page 110 have the event take place on a day mutually agreed upon by the Recipient and OHTO and/or officers, officials, employees and agents of Her Majesty;

(e) The Recipient agrees to a media/public event upon completion of the Eligible Project with OHTO and/or officers, officials, employees and agents of Her Majesty (such as the Minister) at mutually agreeable venue, time and date; and the Recipient must agree to display promotional material and/or signage provided by OHTO and/or officers, officials, employees and agents of Her Majesty at the event.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the date below indicated.

SIGNED, SEALED AND DELIVERED

ONTARIO'S HIGHLANDS TOURISM ORGANIZATION

# Schedule A

# **Purpose of Funding Contribution**

• Project Description: Destination Development Plan.

Business Type: Not-For-Profit

Total Project Cost: \$40,000 net HST

Funding Contribution: 100% of total project cost, maximum \$40,000 net HST

Applicant Contribution: 0% of the total project cost

Eligible Costs:

1. Professional fees

All funding amounts indicated are net of HST.

Funding Disbursement Schedule:

50% of funding (\$20,000) will be awarded upon signing of the Agreement 50% of funding (\$20,000) will be awarded upon the submission of the final report, supporting photographs and documentation, requested receipts and claims summary related to the total project (\$40,000)

NOTE:

Timing of disbursements will be dependent on the completion of the tasks by the applicant and the release of funding from FedDev to this program. Current expected wait time is 30 business days from the date of submission of the completed tasks.

# **Accept or Decline**

(No response)

# The Corporation of the Town of Arnprior

# **By-law Number 7316-22**

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

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

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

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

**1. That** subject to Section 2 hereof, the Planning Act, subsection 50(5) does not apply to the lands described as:

Block 36 on Plan 49M-108, designated as:

- **a.** Parts 1 and 3 on Plan 49R-20102
- **b.** Part 2 on Plan 49R-20102
- 2. That this by-law shall be effective only to the extent necessary to permit:
  - (a) the creation of parcels for construction purposes and to permit such parcels to be charged and/or discharged;
  - (b) individual dwelling units, together with appurtenant rights and easements in land associated therewith, to be conveyed to each initial purchaser thereof, and to be charged and discharged; and
  - (c) any easements, including rights-of-way, as contained in the transfers to each initial purchaser of each individual dwelling unit; and this by-law shall not be construed as to permit the further severance or resubdivision of any such parcel.
- **3.** That a conveyance or conveyances in favour of the Town of Arnprior shall not for the purpose of this by-law be considered to be a severance and this by-law shall also be deemed to permit the grant or release of easements held in favour of the Town on or with respect to the lands described above.
- **4. That** this by-law shall become effective upon the endorsement by the Corporation of the County of Renfrew of its said approval of the by-law.

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

Si	an	atu	ires	:

Walter Stack, Mayor

Maureen Spratt, Town Clerk