



Town of Arnprior
Regular Meeting of Council Agenda

Date: Monday, July 11, 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 27, 2022](#) (Page 1-12)**
- 8. Awards/ Delegations/ Presentations**
- 9. Public Meetings**
- 10. Matters Tabled/ Deferred/ Unfinished Business**
- 11. Staff Reports**
 - a) [Vacation for Full and Part Time Employees](#), Jennifer Eve, Manager!
of Finance (Page 13-15)**
 - b) [Policy Revision – HR-ES-05: Recruitment, Selection & Hiring
Management Officers for the Fire Department](#), Cory Nicholas,!
Deputy Fire Chief (Page 16-17)**

- c) **ICIP Green Stream Grant Intake II – Clearwell#1 Replacement WFP**, John Steckly, GM Operations (Page 18-21)
- d) **Amend Off-Road Vehicle By-law 6647-16**, Maureen Spratt, Town Clerk (Page 22-50)

12. Committee Reports and Minutes

- a) **Inclusivity and Diversity Advisory Committee Minutes – June 2, 2022** (Page 51-53)

13. Notice of Motion(s)

14. County Councillor's Report from County Council

15. Correspondence & Petitions

a) Correspondence

- i. Correspondence Package I-22-July-13
- ii. Correspondence Package A-22-July-09

16. By-laws & Resolutions

a) By-laws

- i. **By-law Number 7318-22** – Repeal By-law 6116-12 to replace revised Policy HR-WV-06 Vacation for Non-Union Full-Time and Part-Time Employees (Page 54-61)
- ii. **By-law Number 7319-22** – Adopt Policy Revision HR-ES-05 Recruitment, Selection & Hiring Management Officers for the Fire Department (Page 62-65)
- iii. **By-law Number 7320-22** – Authorize Transfer Payment Agreement ICIP Green Stream Grant Intake II – Clearwell#1 Replacement WFP (Page 66-123)
- iv. **By-law Number 7321-22** – Amend ORV By-law 6647-16 (Page 124-125)
- v. **By-law Number 7322-22** – Part Lot Control – Fairgrounds Block 81 (Page 126-127)

b) Announcements

c) Media Questions

d) Closed Session

e) Confirmatory By-law

By-law No. 7323-22 to confirm the proceedings of Council

21. Adjournment

Please note:. Please see the Town's [Website](#) to view the live stream. The meeting will be uploaded to YouTube for future viewing.

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

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

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



**Minutes of Council Meeting
June 27, 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
Graeme Ivory, Director of Recreation
Lucas Power, Recreation Program and
Event Coordinator
Erin Coyle, A/MEDO
Rick Desarmia, Fire Chief

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 223-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

Be It Resolved That the amended agenda, for the Regular Meeting of Council dated Monday, June 27, 2022 be adopted, with the order of presentations to begin with the "Fire Department Update".

Resolution Carried as Amended

5. Disclosures of Pecuniary Interest

None

6. Question Period

None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 224-22

Moved by Lisa McGee

Seconded by Tom Burnette

That the minutes of the Regular Meeting of Council listed under item number 7 (a) and (b) on the Agenda be adopted (Regular Meeting of Council – June 13, 2022; Special Meeting of Council – June 20, 2022).

Resolution Carried

County Councillor Dan Lynch noted a point of clarification on his comments in the June 13, 2022 minutes, that the Eastern Ontario Regional Network and County of Renfrew, are not involved or funding the Rogers 5G Tower that is being proposed in Arnprior.

8. Awards/Delegations/Presentations

Delegation

a) Stop the Tower - David Joy

David Joy a resident of Arnprior provided a verbal presentation, attached as Appendix A, to Council, via Zoom, on his delegation's disapproval of the proposed 5G Tower location in Arnprior's Downtown residential area.

A petition was provided to the Town Clerk that included approximately 836 signatures, in opposition to the current proposed 5G tower and its location.

Mayor Stack thanked Mr. Joy for his presentation and noted that staff and Council have received a copy of the petition, and presentation, and that a report on this topic will be coming back to Council.

Presentations

a) Fire Department Update, Fire Chief

The Fire Chief provided a Fire Department Update presentation to Council, providing an overview of the material provided in the Agenda Package.

b) Firefighter Certification, Fire Chief

The Fire Chief provided a Firefighter Certification presentation to Council, providing an overview of the material provided in the Agenda Package.

c) Canada Day Celebrations, Recreation Program and Events Coordinator

The Recreation Program & Events Coordinator provided a Canada Day Celebrations presentation to Council, providing an overview of the material provided in the Agenda Package.

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Staff Reports**a) Municipal Grant Application – Arnprior Agricultural Society, Deputy Clerk**

Resolution Number 225-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

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.

Resolution Carried

b) Regional Tourism Relief Fund – Destination Development Plan, A/Marketing & Economic Development Officer

Resolution Number 226-22

Moved by Lisa McGee

Seconded by Tom Burnette

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.

Resolution Carried

12. Committee Reports and Minutes**a) Corporate Services Advisory Committee Bi-annual Report – Councillor Strike**

Chair Councillor Ted Strike provided a bi-annual report on the Corporate Services Advisory Committee meetings that took place in 2022.

Councillor Lisa McGee vacated her seat at the Council table at 8:00 pm and resumed her seat at 8:02 pm.

b) Operations Advisory Committee Bi-annual Report – County Councillor Lynch

Chair County Councillor Dan Lynch provided a bi-annual report on the Operations Advisory Committee meetings that took place in 2022.

c) Community Development Advisory Committee Bi-annual Report – Councillor Grinstead

Chair Councillor Lynn Grinstead provided a bi-annual report on the Community Development Advisory Committee meetings that took place in 2022.

d) Inclusivity & Diversity Advisory Committee Bi-annual Report – Councillor Grinstead

Chair Councillor Lynn Grinstead provided a bi-annual report on the Inclusivity and Diversity Advisory Committee meetings that took place thus far in 2022.

Chair Councillor Lynn Grinstead also provided an overview of the Accessibility Advisory Committee meeting that took place thus far in 2022.

13. Notice of Motions

None

14. County Councillor's Report from County Council

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

- County Staff have been tasked to compile the number of bridges and culverts which may not meet the standard for repairs (i.e. minimum of 100 crossings by vehicles). This is no issue for Arnprior.
- The Township of Greater Madawaska is considering purchasing a tandem truck for snow removal. The dealers have told them that one will not be available until 2024 and that in order to place the order they have to agree to pay the price set in 2024.
- County's tendered request (2) for a Climate Action Plan has yet to receive any responses.
- If you travelled on Hwy's 401, 403, or 407 between June 6 – June 19, you may have seen an electronic billboard measuring 14' x 48' that displayed advertising for the County.
- The Ottawa Valley Tourist Association (OVTA), Ontario's Highlands Tourism Organization (OHTO) and various tourism operators recently hosted the first international travel trade Familiarization (FAM) tour to the region since 2019, welcoming tour operators from France, Mexico, Japan, United Kingdom, Netherlands, South Korea and Canada.
- An amendment to the County of Renfrew Official Plan will be required for the implementation of the newly legislated Bill 109. The amendment will need to update the Official Plan regarding complete application requirements for Site Plans, Plans of Subdivision, and applications to amend Official Plans and Zoning By-laws. It is recommended that the Development and Property Committee direct County Planning Division staff to reach out to municipalities to form a working group with the objective to draft and prepare a universal Official Plan Amendment for the implementation of Bill 109 "Ontario's More Homes for Everyone Act, 2022".
- Our County Forester, Lacey Rose had the opportunity to travel to South Korea where she served as a keynote speaker at the 2022 World Forestry Congress in Seoul, in the Young Professionals in Forestry segment of the program. Of note in 2015, Lacy cofounded a network for women in forestry called "Women in Wood" which has now grown to close to 3000 members worldwide.
- The County is in negotiations with a person for the position of CAO commencing 01 September 2022. If successful, the Warden will make the announcement at the County Meeting 28 June.

15. Correspondence & Petitions

a) Correspondence Package – I-22-JUNE-12

Resolution Number 227-22

Moved by Ted Strike

Seconded by Tom Burnette

That the Correspondence Package Number I-22-JUNE-12 be received as information and filed accordingly.

Resolution Carried

b) Correspondence Package A-22-JUNE-08

Resolution Number 228-22

Moved by Chris Toner

Seconded by Lynn Grinstead

That the Correspondence Package Number. A-22-JUNE-08 be received, and that the recommendations outlined be brought forward for Council's consideration.

Resolution Carried

Resolution Number 229-22

Moved by Chris Toner

Seconded by Lynn Grinstead

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from Arnprior-Braeside-McNab Seniors At Home Program;

Whereas Arnprior-Braeside-McNab Seniors At Home Program is an eligible Arnprior Community Organization, under the Municipal Grants Policy, that supports residents in our community through home support services, transportation, and socializing opportunities to encourage independent living and enhance the quality of life of seniors and persons with disabilities; and

Whereas the Annual Memorial Butterfly Release Event is open to the public, and provides families and friends with a memorable way to honour loved ones who have passed away; and

Whereas the Annual Memorial Butterfly Release Event is free of charge to attend, with the option to purchase a butterfly to release into the wild during the ceremony;

Whereas all proceeds raised at this event go to support Arnprior-Braeside-McNab Seniors At Home Program, which in turn supports the community served by the many programs and services they offer; and

Therefore Be It Resolved That Council approve the request for waiving the Robert Simpson Park gazebo rental fees, including chairs, tables, sound system, set up and tear down (value of \$443.00) for the Annual Memorial Butterfly Release Event, at Robert Simpson Park Gazebo on Sunday, August 21, 2022; and

Further That Arnprior-Braeside-McNab Seniors At Home Program be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured for the event.

Resolution Carried

16. By-laws & Resolutions

a) By-laws

Resolution Number 230-22

Moved by Dan Lynch

Seconded by Ted Strike

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

- i) By-law Number 7316-22 – Part Lot Control (Marshall's Bay Meadows)

Resolution Carried

17. Announcements

County Councillor Dan Lynch made the following announcements:

- Thank you to the General Manager, Operations for being part of the Algonquin Trail movement for access from the other side of the Madawaska Bridge in Arnprior. There is now an agreement with OPG for an entrance to the Algonquin Trail from Decosta Street in Arnprior.

Councillor Lynn Grinstead made the following announcements:

- Reminder to please be very careful and mindful of having pets and children in the car, especially in this heat.

Mayor Walter Stack made the following announcements:

- I was at the Sunday Market again and it looks like there were a couple more vendors there. I was also pleased to see a number of downtown merchants with their doors open for business on Sunday as well.
- I also attended the Sunday Concerts in the Park which was also very well attended.
- I was invited to a Better Ways and Better Days event at the Galilee Centre, where the official opening of the Hope Garden took place. This garden was established through the Dementia Society and Renfrew County. I encourage anyone who has not seen the garden to stop by and take a look.
- On question of the Mayor, the CAO advised she had not heard any information regarding a potential Freedom Convoy coming through Arnprior this weekend.

18. Media Questions

None

19. Closed Session

None

20. Confirmatory By-Law

Resolution Number 231-22

Moved by Tom Burnette

Seconded by Ted Strike

That By-law No. 7317-22 being a By-law to confirm the proceedings of the Regular Meeting of Council held on June 27, 2022 be and it is hereby enacted and passed.

Resolution Carried

21. Adjournment

Resolution Number 232-22

Moved by Lisa McGee

Seconded by Lynn Grinstead

That this meeting of Council be adjourned at 8:24 pm.

Resolution Carried

Signatures

Walter Stack, Mayor

Maureen Spratt, Town Clerk

Appendix A

Stop the Tower Arnprior Presentation to Arnprior Town Council

June 27, 2022

Thank you your Worship, members of council.

My name is David Joy, and I am honoured tonight to represent the many supporters of Stop The Tower Arnprior.

As you are aware, Rogers Communications has submitted a proposal to construct a 40 meter, or 131 foot monopole cell tower in the heart of residential Arnprior, adjacent to the Algonquin Recreational Trail and across from the historic Kenwood Mill.

It would be situated mere feet from seniors residences, preschools, businesses and many family homes with children.

The proposal's Antenna Sitting Design Framework Scoring, which assesses the design relative to the surrounding landscape gave this site a score of medium visibility, and a compatibility score of 92% meaning that it fits right in.

Yet one look at the photo from the actual proposal which we have provided to you proves that nothing could be further from the truth.

The site on which it was to be placed is currently used for a Krown Rustproofing franchise. The land is owned by an unnamed numbered company located in Schomberg, Ontario, which by the way is also where Krown Rust Protection's head office is based. The land owner stands to make approximately \$2,000 dollars a month to sell out their neighbours.

As you may already know, in 2015, The Town of Arnprior joined The Canadian Radiocommunications Information and Notification Service or CRINS. It was formed to process tower applications, with a mandate to ENSURE that the public be consulted, and be able to comment on tower installation proposals unless of course you want to comment on health concerns or property values declining by as much as 20%.

Those comments, those concerns, they tell you in the submissions form, will not be considered or included in their report to The Land Use Authority, which of course is this town council.

As I will describe to you in detail in a moment, these consultations were deeply flawed and utterly failed.

In fact the Executive Director of CRINS Mr. Todd White, the gentleman tasked with reporting to you, said on CBC Radio about our group and I quote, "Some people understand the technology and others don't." in his attempt to negate our voices,

He describes the proposed location as "an abandoned rail bed" and "the site of a chemical spill in the 1980's, which alone should disqualify their site proposal. He goes on to say that "3G ,4G and 5G technology is all the same", the difference he says is "the power."

That is simply not true!

5G, which this tower would eventually be works on a very different radio wave than previous generations. It's called the millimetre wave. It operates on a new high frequency spectrum that use frequencies from 30 to 300 gigahertz.

5G will however continue to utilize 4G's 700 to 2500 megahertz as well.

It promises to increase data transfer rates by up to a hundred times, and reduce latency from 50 milliseconds to 5 milliseconds.

That's all great.

The problem is that they can only travel a short distance by line of sight, often being blocked by buildings or trees. To compensate, many "small cells", or repeater cells located every 300 to 500 feet are needed. These are usually located on lamp posts, utility poles, rooftops or even disguised as "street furniture."

So, although not experts, we understand the technology.

I suggest to you that scientists from Canada and across the globe, authors of hundreds of peer reviewed papers, also very definitely understand the technology of Electromagnetic Frequency Radiation and they will tell you that exposure to it can be very dangerous.

At the Wireless Technology Symposium in Toronto in 2019, scientists from 42 countries warned their governments about emerging health problems associated Radio Frequency Radiation.

Professor and researcher of the biological effects of electromagnetic pollution, Dr. Magda Havas says damage to eyes, and physiological effects to the nervous systems well as the immune system are appearing more and more. She also cited RF radiation as being partly responsible for the loss of insect populations, including bees.

At that same symposium Dr. Anthony Miller, advisor to the World Health Organization said that "there's now enough evidence that if they were to re-evaluate Radio frequency Radiation, that it would be labeled as carcinogenic to humans."

That same year at a 5G workshop held in Eganville, former President of Microsoft Canada, and now head of the not for profit Canadians 4 Safe Technology, Frank Clegg said that Health Canada's Safety Code 6, which is the Federal regulation that sets the exposure limits for radio frequency, are "minimum standards and not adhered to.

And even though there is mounting evidence of radiation from 5G leading to health issues, Health Canada refuses to look at the issue.

By his own admission, Todd White, from CRINS, said that the last amendment to Safety Code 6 was in 2013. 5G was first introduced in 2016.

See the problem there?

In fact Safety Code 6 is based on a 1929 theory assuming that tissue (our bodies) need to be heated in order to cause harm.

It was designed for employees and visitors to federal buildings, not for people residing in close proximity to towers.

It is fundamentally flawed and does not measure for biological harm to humans. It also does not account for children's developing brains and bodies which can absorb as much as 10 times the amount of wireless radiation as adults.

Common illnesses reported by people living near cell towers include headaches, fatigue, ocular dysfunction, dizziness and sleep disorders.

Clinical manifestations include tumours, changes in blood, reproductive and cardiovascular abnormalities, depression, irritability, and memory impairment.

Does it sound like Safety Code 6 is really the Gold Standard to you?

Take into account if you will that at one time Health Canada had no problem with tobacco, DDT, Thalidomide and asbestos, which was only banned in 2019.

So their track record of protecting Canadians is not stellar.

It's safe... until it's not!

And how many lives need to be damaged or lost for that determination to be made?

Considering the massive amounts of money spent by the giant telecommunications company lobbyist's, it will likely never happen.

Oh, and one last remark about safety,

Remember that Deraycho that came tearing through the region very recently?

Early warnings systems thankfully notified the public, and while unfortunately the storm did leave a death toll, but for those warnings, it could have been so much worse.

Well The National Oceanic and Atmospheric Administration and N.A.S.A. along with weather and earth scientists are reported in Scientific American as warning that 5G

could create enough electronic noise on radio spectrums to significantly reduce forecasting skills.

That is a giant step backward.

On to the Public Confabulation Process, I'm sorry I meant the Public Consultation Process.

As mentioned previously, The Town of Arnprior commissioned CRINS to conduct what is called the Industry Canada's Default Public Consultation Process. It falls within the Federal Government's broadcasting and telecommunication regulations, and sets out procedures that MUST be followed for towers like the one Rogers is proposing.

They failed you by improperly carrying out the duties you entrusted to them, and in doing so, they failed us, the residents of Arnprior.

Firstly, CRINS used the wrong address for the tower site in their consultation.

Imagine my shock when informed by a neighbour that MY address was listed as the proposed site for a 131 foot tower.

When we checked the town records, it indicated that the "numbered company" I mentioned earlier was using a right of way next to my house as their address. There is no structure there, but in the town roll the address is 158B. So, wrong address. Fail!

Second, CRINS was to provide written public notification to land owners and residents within 120 metres of the proposed site. While some people we spoke with did receive a notice, many did not.

I did not receive the "Legal Notice". Was this because I lived at the proposed site and should have already been aware? Fail!

Thirdly, CRINS was to place public notice in the notification section of the local newspaper, providing residents with 30 days to engage.

They did not do this.

CRINS themselves even admitted to this in their written correspondence with our group. Instead indicating they placed notice on their website and the town's website.

Neither are places residents go to get their local news. Neither fulfilled this duty.

In fact, it appears that few, if any of you were aware of the proposal either judging by our conversations with you. Fail!

Finally, CRINS indicated in their consultation package that a public sign would be placed on the site. It states that road signage shall be erected prior to the mail-out to adjacent landowners and publication of the Public Notice.

Again, no signage was ever posted. It was simply was not done. Fail!

The fact that the Default Consultation Process failed matters a lot!

Section 4.3 of the procedures state, and i quote, " the proponent may only commence installation or modification of an antenna system after the consultation process has been completed by the land use authority, or Industry Canada confirms concurrence with the consultation portion of this process, and after ALL THE REQUIREMENTS under this process have been met.

If the Land Use Authority agrees with our assertion that, A. the site location is ludicrous, and B. the Public Consultation was improperly conducted, then Rogers may still wish to proceed with their plan to create the new landmark in Arnprior's landscape.

If they disagree with council's decision, Rogers can notify Innovation, Science, and Economic Development of their intent to proceed. Innovation, Science and Economic Development will be the final arbiter in this dispute.

Therefore it is critical for you to as our Land Use Authority to ensure that you officially review and make record of the manner in which CRINS consultation duties were unfulfilled so that you can inform Innovation, Science and Economic Development of your findings, so that they too, can find the consultation process as having failed.

I would now ask Bette to deliver to you a petition that we've initiated.

It reads :

We, the undersigned, petition the Land Use Authority to reject the proposal by Rogers Communications to erect a 40 meter cell tower on Crown Rustproofing Property at 158 McGonigal St. West in Arnprior. Site number C7745.

This location poses many issues for the local residents as the tower will be far too close to homes, schools, senior residences, day cares, places of work and heritage, and tourism areas. Alternate solutions are available for Rogers to meet it's need to service customers while also meeting the need of Arnprior residents to maintain a healthy living and work environment.

In addition, we are petitioning for any telecommunications tower of a similar nature to be located in the future no closer than 250 metres from any residence, place of work, place of worship, public building, community space, recreation centre, park, or ecologically or culturally significant area, and that it be located no closer than 400 metres from any school, daycare, playground, hospital or group home for vulnerable people or seniors.

For many of the citizens of Arnprior, we live here because we enjoy a slower pace with a healthier, community oriented lifestyle. We take it very seriously if any part of that comes under threat. We feel confident that we can find an amicable solution that works for everyone involved.

It is signed by ⁸³⁶~~786~~ of your constituents.

Your Worship, Councillors, in conclusion, we, the residents of Arnprior have put our faith in you. We rely and depend on you to defend and preserve our well being to the very best of your ability.

We are townspeople who have either chosen to live here or have chosen to stay here.

We love this town and we care about our neighbours.

We urge you to please as The Land Use Authority reject this proposal and keep cell towers out of residential areas.

We hope that we have proven to you that a full and proper public consultation did not occur, and that a significant number of serious health concerns have not been addressed.

We urge you to notify Innovation, Science, and Economic Development Canada that you cannot, and will not support this site.

Thank you for your time. I would now entertain any questions that you may have.



Town of Arnprior Staff Report

Subject: Vacation for Full-Time and Part-Time Employees

Report Number: 22-07-11-01

Report Author and Position Title: Jen Eve, Manager of Finance

Department: Client Services

Meeting Date: July 11, 2022

Recommendations:

That Council authorize a by-law to repeal By-Law 6116-12 and replace with Policy No. HR-WV-06, a revised Vacation Policy for Full-Time and Part-time Employees.

Background:

In July of 2012, the Town of Arnprior passed By-Law 6116-12 in reference to the Vacation for Full-Time and Part-Time Employees. Since the implementation, changes to statutory requirements have required an update to the policy.

Discussion:

Due to Bill 148, *Fair Workplaces, Better Jobs Act, 2017*, Ontario's laws concerning vacation pay changed as of January 1st, 2018. As an employer, the Town is responsible for ensuring that employees receive time off and vacation pay in accordance with the current legislation, meeting at least the minimum standards set out by the Ontario Employment Standards Act (2000).

Under Bill 148, Employees that have been with the Town for five years of continuous service or less are entitled to two weeks vacation payable at 4%. As of January 1, 2018, employees that have been with the Town for five years of continuous service or more are entitled to three weeks vacation payable at 6% of their gross wages. The vacation pay must include all earnings for hours worked, such as overtime worked, but not payments for incentives or bonuses. Further, vacation pay does not accumulate during a leave of absence, as no hours are worked during this time.

Employees are also entitled to see their vacation pay on their pay stub, and vacation pay may be paid throughout the year (i.e. as wages are earned) or in a lump sum (i.e. at the end of the year).

The Town has implemented the rule changes accordingly since the implementation date, however, has recognized the need to update the vacation policy to reflect the changes to the Act.

This policy provides various updates including amendments to the Employment Standards Act, changes to promote the Town's mission to be an employer of choice, as well as additional housekeeping items. Key policy updates include:

- Adjusting vacation pay due to the changes to the Employment Standards Act as per Bill 148 to recognize employees with five years or more of continuous service;
- Allowing full-time employees to carry over one (1) week of unused vacation credits;
- Amending the vacation allotment year to a calendar year January 1st to December 31st to streamline the process and reduce labour efforts in tracking the allotment based on anniversary date;
- Remove the full-time employee vacation entitlement levels that are below the two week vacation entitlement.

During six-month probationary period	4% of gross pay
Six months up to one year	One (1) week paid vacation

- Clarify the assignment of vacation entitlement levels for new hires with previous experience levels.
- Clarify roles and responsibilities as it pertains to the policy.
- Description added for annual reconciliation of vacation time versus vacation pay, ensuring employees receive the minimum vacation pay earned.

Options:

Council could choose not to adopt the revised Vacation for Full-Time and Part-Time Employees or choose to amend any items contained within.

Staff does not recommend this option as the revised vacation policy provides required updated amendments to the Employment Standards Act, as well as provides additional highlights to employees to remain an Employer of Choice.

Policy Considerations:

Policy HR-WV-06 Vacation for Full-Time and Part-Time Employees

Financial Considerations:

There is no additional financial impact resulting from the amended Vacation policy as staff have followed the mandatory ESA obligations when implemented.

Meeting Dates:

N/A

Consultation:

Emond Harnden

Documents:

1. [Amended Policy HR-WV-06 Vacation for Full-Time and Part-Time Employees](#)

Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: Policy Revision - HR-ES-05: Recruitment, Selection & Hiring Management Officers for the Fire Department

Report Number: 22-07-11-02

Report Author and Position Title: Cory Nicholas, Deputy Fire Chief

Department: Fire Department

Meeting Date: July 11, 2022

Recommendations:

That Council approve the proposed amendments to Policy HR-ES-05 thereby allowing the policy to align with the Council approved Fire Department organizational chart; and

Further That Council enacts a By-Law to adopt the amended policy as approved by Council.

Background:

Policy HR-ES-05 applies to the selection of volunteer management and supervisory positions for the Arnprior Fire Department. In March 2018, Council approved a Fire Master Plan which brought about changes in the organizational structure of the Arnprior Fire Department that are currently not reflected in Policy HR-ES-05.

Discussion:

In order to improve operational efficiencies and support succession planning initiatives the Council approved Fire Master Plan eliminated the role of Volunteer Deputy Fire Chief and merged it with one of the existing full time Fire Prevention/Protection Officer positions in 2018. To further support these objectives, a Volunteer Captain/Training Officer and Volunteer Lieutenant(s) positions were added to the fire department organizational chart.

Due to a housekeeping oversight these changes were not captured in Policy HR-ES-05 at the time and remained unnoticed until the recent conclusion of the Volunteer Lieutenant competition in May of this year. Subsequently, fire department staff were tasked with revising Policy HR-ES-05 to incorporate the necessary changes. Along with these changes, the selection committee composition was amended to include the fulltime Deputy Fire Chief and the Human Resources Officer in place of the CAO.

Options:

1. Council could elect to maintain Policy HR-ES-05 in its current state. This is not the recommended option as the policy would not accurately reflect department composition.
2. Council could approve the proposed amendments to Policy HR-ES-05. This is the recommended option as it would ensure that the policy would align with department composition in support of the 2018 Council approved Fire Master Plan.

Policy Considerations:

- Policy AS-CP-03 - Organization Chart & Reporting Structure
- Policy AS-CP-01.01 - Accountability and Transparency

Financial Considerations:

None.

Meeting Dates:

N/A

Consultation:

N/A

Documents:

1. DRAFT - [HR-ES-05: Recruitment, Selection & Hiring Management Officers for the Fire Department](#)

Signatures

Reviewed by Department Head: Rick Desarmia

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: ICIP Green Stream Grant Intake II – Clearwell #1 Replacement WFP

Report Number: 22-07-11-03

Report Author and Position Title: John Steckly, GM, Operations

Department: Operations

Meeting Date: July 11, 2022

Recommendations:

That Council adopt a by-law to authorize the Mayor and Clerk to enter into the Transfer Payment Agreement with Her Majesty the Queen in right of Ontario for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project, for the replacement of Clearwell No. 1 at the Arnprior Water Filtration Plant.

Background:

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Funding for successful candidates in the Green Stream Intake II was announced in April 2022 and projects must be completed by October 31, 2026.

Table 1 presents the maximum cost-sharing percentages of total eligible costs under the Green Stream Intake II:

Table 1: ICIP Cost Sharing Percentages

	Percentage
Federal Contribution	40.00%
Provincial Contribution	33.33%
Municipal Contribution	26.67%

In the fall of 2021, the Town submitted an application through this grant program for the replacement of Clearwell No. 1 at the Arnprior Water Filtration Plant (WFP). This project was prioritized and submitted by the Town as this critical infrastructure has reached the end of its useful life and has shown signs of deterioration and leakage in the past few years. In 2017, the Town retained Stantec Consulting to undertake an inspection and evaluation of the concrete structure and make recommendations for short term repairs. The specified repairs were implemented in 2017 resulting in improvements to the active leaks, however seepage from the concrete structure into the facilities sump pit were unable to be 100% eliminated. Stantec's report also indicated that the structure had an expected useful life of 50-60 years, and having been constructed in 1966, has now reached an age of 56 years.

Discussion:

In April 2022, the Town received a letter confirming that our application had been approved for funding subject to the execution of a Transfer Payment Agreement (TPA). On June 29th, 2022, the Town received a copy of the TPA from the Province which is included with a bylaw for Council's consideration on the July 11th, 2022 agenda.

With the recent approval announcement from the upper levels of government, the Town is now approved to begin work on this project starting with the design, engineering, consultation, and approvals phase beginning in this federal fiscal year. Staff will be including this design and engineering assignment in the draft 2023 Capital Budget for Council's consideration and are targeting 2024 for construction. Staff will endeavor to keep Council updated on the status of the project schedule as it progresses, however ultimately, the entire project must be substantially complete by October 31, 2026 per the terms of the TPA.

Options:

N/A

Policy Considerations:

The proposed project is in line with the following Town of Arnprior plans and policies:

- Arnprior Strategic Plan
- Asset Management Plan
- Asset Management Policy
- Long Range Capital Forecast (LRCF)

Financial Considerations:

The total project estimate to demolish and reconstruct Clearwell No 1 is estimated at \$2.5 million dollars. The total Federal/Provincial approved contribution equals \$1,833,250.00 and the Town will fund the remaining \$666,750.00. Currently, the Town's LRCF includes this project in the 2028-2032 timeframe due to fiscal constraints, however this additional grant funding will allow this project to be advanced to an earlier year and complete this replacement of critical infrastructure. This grant funding will eliminate the need for the Town to commit the full project cost and will significantly benefit and accelerate recovery of the Water Reserve Fund. The project cost-sharing breakdown is as follows:

Level of Government (Cost Sharing Percentage)	Projected Cost
Federal Contribution (40% of eligible cost)	\$1,000,000.00
Provincial Contribution (33.33% of eligible cost)	\$833,250.00
Municipal Contribution (26.67% of eligible cost)	\$666,750.00
Total	\$2,500,000.00

Meeting Dates:

N/A

Consultation:

N/A

Documents:

- Transfer Payment Agreement attached to proposed bylaw.

Signatures

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

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: Amend Off-Road Vehicle by-law 6647-16

Report Number: 22-07-11-04

Report Author and Position Title: Maureen Spratt, Town Clerk

Department: Client Services

Meeting Date: July 11, 2022

Recommendations:

That council amends Off-Road Vehicle By-law Number 6647-16, as follows:

1. Delete Section 3.3 "Off-road vehicles do not travel between one-half hour after sunset and one-half hour before sunrise; and

Replace with a new section 3.3 "Off-road vehicles do not travel between 11:00 p.m. and 7:00 a.m."

2. Add a new Section 3.6 "No person shall operate an off-road vehicle on highways within the Town of Arnprior with an exhaust system that has been changed or altered from the installed factory stock exhaust system. Modifications are not permitted."

Background:

As of July 2003, municipalities were given the authority to determine whether or not off-road vehicles (ORVs) should be allowed access to highways under their authority. Municipalities must have a by-law in place for ORVs to be allowed access. Municipalities can determine which highways, where on the highway, time of day, and season that ORVs are allowed access. They can also set speed limits that are lower than those set out in the regulation. If a by-law does not exist, ORVs are not allowed access to that municipality's road.

The Ottawa Valley Trail was part of the Canadian Pacific Railway (CPR). The CPR sold the stretch of rail line between Smiths Falls and Mattawa to the County of Renfrew, the County of Lanark, and the Township of Papineau-Cameron. The 296km Ottawa Valley Recreational Trail (OVRT) is a multi-use corridor that stretches from Smiths Falls to just shy of Mattawa, passing through Lanark County, Renfrew County (where it is also known as the Algonquin Trail), and Papineau-Cameron Township.

In anticipation of the County of Renfrew allowing Off-Road Vehicles (ORVs) on the Algonquin Trail, Council of the Town of Arnprior, in 2016, adopted By-law Number 6647-16 permitting ORVs to drive on Town of Arnprior roads during certain hours to facilitate access to the trail. By-law Number 6647-16 came into effect upon the adoption of the County of Renfrew's by-law regulating the operation of ORVs on County of Renfrew Roads and/or parts of roads within the Town of Arnprior, and the Regulating Algonquin Trail By-law.

Discussion:

As directed by Council through Council resolution number 250-21, the purpose of this report is to amend By-law Number 6647-16 to prohibit ORVs on Town Streets with modified exhaust systems. In addition, upon review of the County of Renfrew's By-law Number 119-18 regarding the time of use on the Algonquin Trail, the County of Renfrew permits users of the trail to do so from 7:00 a.m. to 11:00 p.m. Given that the Town of Arnprior is the beginning/end point of the Algonquin Trail in Renfrew County, staff recommends that By-law Number 6647-16 be further amended by mirroring the Town of Arnprior's ORV time of use with the County of Renfrew.

As the OVRT was deemed a multi-purpose trail, it was the intent of Council, on the passing of the 2016 ORV By-law, that ORV riders only be permitted on roads to facilitate access to the trail, and support local businesses, with some exceptions.

The exceptions that Council imposed in 2016 was to prohibit ORV riders (at all times) on the following streets:

- John Street from Meehan Street to Robert Simpson Park
- Elgin Street West from Daniel Street to Madawaska Street at Harrington Street
- Ottawa Street from John Street to Harrington Street

In addition, the County of Renfrew ORV By-law restricts riders on the following county roads:

- County Road 1 - Madawaska Boulevard, Elgin Street
 - from the East limit of the Madawaska River Bridge to the intersection of County Road 10 (Division Street)
- County Road 2 – Daniel Street and White Lake Road
 - From Madawaska Street to County Road 10 (Baskin Drive)
- County Road 2 – White Lake Road
 - From Staye Court Drive / Winners Circle to County Road 45 (Vanjumar Drive)

It is staffs understanding that several improvements that will allow access to businesses and restaurants in both the downtown core and on Madawaska Boulevard will be undertaken in 2022, including:

- a staging area will be created adjacent to the Algonquin Trail on Meehan Street; and
- the Renfrew County All-Terrain Vehicle Club has come to an agreement with Ontario Power Generation to allow access to ATVs and bicycles, from the Algonquin Trail to Decosta Street.

Staff has prepared an Information Guide (copy attached) that will be shared with the Renfrew County ATV Club (RCATV) and posted on the Town's website.

Options:

Council could choose to not amend the ORV By-law by:

1. Not amend the ORV By-law Section 3.3 "Off-road vehicles do not travel between one-half hour after sunset and one-half hour before sunrise; and
2. Not amend the ORV By-law to prohibit modified exhaust systems.

Policy Considerations:

[Ontario Regulation 316/03](#),

By-law Number 6647-16 Town of Arnprior ORV Bylaw

By-law Number 7-21 County of Renfrew ORV By-law

By-law Number 119-118 Regulate and Govern Algonquin Trail

Financial Considerations:

There are no associated costs in the preparation of the by-law. However, there may be some immediate costs to address any communication or signage that may be required to permit or guide ORVs, as needed.

Meeting Dates:

None

Consultation:

None

Documents:

1. Town of Arnprior ORV Use Information Guide
2. OPP Ride Smart Ride Safe ATV/ORV

Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



ORV Use Information Guide

The Town of Arnprior By-law 6647-16, as amended (Off-Road Vehicle By-law) governs the use of off-road vehicles (ORV) on roads within the Town of Arnprior. It is important to understand that the Ontario Highway Traffic Act (HTA), the Off-Road Vehicles Act, the County of Renfrew's Off-Road Vehicle By-law, and the County of Renfrew's By-law regulate and govern the use of the lands known as the Algonquin Trail and other regulations also govern the use of off-road vehicles. **It is the ORV operator's responsibility to research the ORV by-law in the municipality they wish to ride.**

Under the Highway Traffic Act (HTA), the Town of Arnprior only can regulate where ORV use can occur, the times of use and to lower speed limits. The Town's authority is limited to municipal roadways.

It is important to note that the municipal By-law reflects the same types of ATVs designated in the Highway Traffic Act. Operators should familiarize themselves with the ATV and ORV required specifications before heading out on the roads. Particular attention should be made to Ontario Regulation 316/03, as amended, regarding the operation of off-road vehicles on highways.

To learn more about the use of these types of vehicles, and familiarize yourself with the municipal by-law, as well as relevant Highway Traffic Act and Off-Road Vehicles Act regulations, please see the list of frequently asked questions and resources below. We encourage you to review these questions before operating your off-road vehicle within the Town of Arnprior.

When am I permitted to drive my ORV on municipal roads in Arnprior?

- 7:00 a.m. to 11:00 p.m. (proposed)
- ORVs are permitted on the Algonquin Trail between May 1 and November 30 inclusive, in any year.

What roads am I permitted to travel on in the Town of Arnprior?

- ORVs are permitted on municipal roads **only** in order to access the Algonquin Trail.

What roads am I **not** permitted to travel on in the Town of Arnprior to facilitate access to the trail?

- John Street from Meehan Street to Robert Simpson Park
- Elgin Street West from Daniel Street to Madawaska Street at Harrington Street
- Ottawa Street from John Street to Harrington Street

——— Town of Arnprior Roads
- - - - County of Renfrew Roads



What County of Renfrew Roads am I **not** permitted to travel on in the Town of Arnprior?

- **County Road 1 - Madawaska Boulevard, Elgin Street**
 - From the East limit of the Madawaska River Bridge to the intersection of County Road 10 (Division Street)

——— Town of Arnprior Roads
- - - - County of Renfrew Roads



- **County Road 2 – Daniel Street and White Lake Road**
 - From Madawaska Street to County Road 10 (Baskin Drive)

——— Town of Arnprior Roads
- - - - County of Renfrew Roads



- **County Road 2 – White Lake Road**

- From Staye Court Drive / Winners Circle to County Road 45 (Vanjumar Drive)

--- County of Renfrew Roads



What are the speed limits for off-road vehicles?

Below are the speed limits permitted for all ORVs riding on Municipal and County Roads and Trails in Arnprior:

- 20 km/hr in 50km/h or less zones
- 20 km/hr in 50km/h or greater zones



Can I drive my off-road vehicle through municipal parks, trails, sports fields, playgrounds, cemeteries and walking trails?

- No off-road vehicles are not permitted on any municipally owned or municipally maintained lands such as parks, playgrounds, beaches, sport fields, and cemeteries,

Do I need a licence and insurance to drive my off-road vehicle?

- Yes, similar to driving a motor vehicle, operators of off-road vehicles must be licensed and vehicles must be registered and insured when operating on roadways.

Who enforces the off-road vehicle By-law?

- The by-law is enforceable by Municipal Law Enforcement Officers, or other such persons appointed by the Municipality
- Provisions related to the Highway Traffic Act and Ontario Regulation 316/03 are enforceable by the OPP.

What should I do if I encounter a driver who is operating their vehicle outside of the permitted use?

Please contact the OPP at 9-1-1 for emergencies or 1-888-310-1122 for non-emergencies for ORV-related complaints relating to:

- Speed while driving on roads
- Riders without helmets
- Damage to private property
- Trespassing
- Dangerous operation of an ORV
- Suspected impaired driver

Please contact Municipal Law Enforcement Services (MLES) at 613-809-7048 for ORV-related complaints relating to:

- Damage to road infrastructure (signs, ditches, road shoulders, road surface)
- Damage to public parks, riding in public parks
- Modified exhaust systems / noise in excess of regular ridership
- Riding in public parks, playgrounds, cemeteries, etc.

Additional Resources – available on the Town of Arnprior Website:

[Ontario Regulation 316/03,](#)

By-law Number 6647-16 Town of Arnprior ORV Bylaw

By-law Number 7-21 County of Renfrew ORV By-law

By-law Number 119-118 Regulate and Govern Algonquin Trail

**The Corporation of the
Town of Arnprior**

By-law Number 6647-16

A by-law to permit and regulate the use of Off Road Vehicles on Highways in the Town of Arnprior to access town or regionally approved trails

Whereas Section 8 of the *Municipal Act, 2001*, S.O. 2001, as amended, empowers a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Section 191.8 of *Highway Traffic Act* R.S.O. 1990, Chapter H. 8, authorizes a municipality to pass by-laws permitting and regulating the operation of off-road vehicles with three or more wheels and low pressure bearing tires on any highway or part of a highway under the jurisdiction of the municipality and further, to prescribe the rate of speed for such off-road vehicles as well as the specific months or hours during which they can be operated on a municipal highway or part of a highway;

Whereas the Council of the Corporation of the Town of Arnprior deems it in the public interest to permit and regulate the operation of off-road vehicles within the jurisdiction of the Corporation of the Town of Arnprior.

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

1. Jurisdiction

- 1.1 This By-law regulates the use of off-road vehicles on all highways under the jurisdiction of the Corporation of the Town of Arnprior.
- 1.2 This By-law does **NOT** provide authority for:
 - a) Provincial Highways;
 - b) County of Renfrew highways;
 - c) Private roads;
 - d) Any highways situated outside the Town of Arnprior including but not limited to the portion of any boundary road not owned by the Town of Arnprior

2. Definitions

- 2.1 **Off-Road Vehicle (ORV)** means an off-road vehicle as defined in the Highway Traffic Act under Ontario Regulation 316/03, as amended, as described in Section 1 of the definitions as:

“all-terrain vehicle” means an off-road vehicle that,

- (a) has four wheels, the tires of which are all in contact with the ground,
- (b) has steering handlebars,
- (c) has a seat that is designed to be straddled by the driver, and
- (d) is designed to carry,

- (i) a driver only and no passengers, or

- (ii) a driver and only one passenger, if the vehicle,

- (A) has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver, and

- (B) is equipped with foot rests for the passenger r that are separate from the foot rests for the driver;

“multi-purpose off-highway utility vehicle” means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has a steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has a minimum cargo capacity of 159 kilograms;

“recreational off-highway vehicle” means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has a steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has an engine displacement equal to or less than 1,000 cubic centimetres;

- 2.2 **Municipal Highway** means an open public highway under the jurisdiction of the Corporation of the Town of Arnprior.

3. Regulations

Only those off-road vehicles falling within the definition of “all-terrain vehicle,” multi-purpose off-highway utility vehicle’ and “recreational off-highway vehicle” may be driven on highways and approved trails under the jurisdiction of the Town of Arnprior provided that:

- 3.1 The off-road vehicle meets all the equipment requirements and operation requirements of O.Reg. 316/03, as amended.
- 3.2 An off-road vehicle shall not be driven at a rate of speed greater than:
 - 3.2.1 20 km/hr if the speed established under the *Highway Traffic Act* or by municipal by-law for that part of the highway is not greater than 50 km/hr; or
 - 3.2.2 20 km/hr if the speed limit established under the *Highway Traffic Act* or by municipal by-law for that part of the highway is greater than 50 km/hr,
- 3.3 Off-road vehicles do not travel between one-half hour after sunset and one-half hour before sunrise.
- 3.4 Off-road vehicles do not travel upon any municipally owned or municipally maintained lands such as parks, playgrounds, beaches, sports fields, cemeteries, and the Nick Smith Centre save and except any designated parking areas made available as an off-road vehicle staging area to facilitate access to municipal roadways and regionally approved trails.
- 3.5. Off-road vehicles shall be permitted on all highways, or parts of such highways, to facilitate access to approved trails with the exception of:
 - 3.5.1 John Street from Meehan Street to Robert Simpson Park; and
 - 3.5.2 Elgin Street from Daniel Street to Madawaska Street; and
 - 3.5.3 Ottawa Street from John Street to Harrington Street.

4. Enforcement and Penalty

- 4.1 Any person who contravenes the *Highway Traffic Act* or its regulations or any section of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c.P. 33, as amended.

- 4.2 This by-law may be enforced by the Ontario Provincial Police or a municipal law enforcement officer.

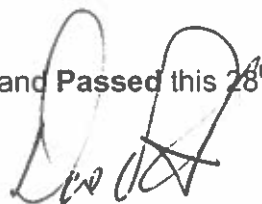
5. Validity and Severability

- 5.1 Every provision of this By-law is declared severable from the remainder if any provision of this by-law shall be declared invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this By-law and it is hereby declared that the remainder of the By-law shall be valid and shall remain in force.

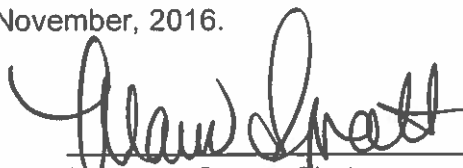
6. Effective Date

- 6.1 This By-law shall come into force and effect immediately on the passing of a County of Renfrew By-law regulating the operation of Off-Road Vehicles on County of Renfrew Roads and/or parts of roads within the Town of Arnprior.

Enacted and Passed this 28th day of November, 2016.



David Reid, Mayor



Maureen Spratt, Clerk

COUNTY OF RENFREW

BY-LAW NUMBER 8-17

**A BY-LAW TO REGULATE THE OPERATION OF
OFF-ROAD VEHICLES ON COUNTY OF RENFREW ROADS**

WHEREAS Section 191.8, subsection (3), the Highway Traffic Act, R.S.O. 1990, Ch. 8, as amended, provides that a municipality may pass by-laws:

- (a) Permitting the operation of Off-Road Vehicles with three or more wheels on any Highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such Highways;

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

1. Definitions.

In this by-law,

"Highway" shall include a common and public highway, street, avenue, parkway and driveway, any part of which is intended for use or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

"Off-Road Vehicle" shall mean an off-road vehicle within the meaning of the Off Road vehicles Act, O. Reg. 316/03, S.1., as amended.

2. Regulation of Off-Road Vehicles on Highways.

An Off-Road Vehicle shall not be operated on Highways unless it meets and is operated in accordance with the requirements of Ontario Regulation 316/03 – Operation of Off-Road Vehicles on Highways as amended by O. Reg. 135/15.

3. General

Operation of Off-Road Vehicles shall be permitted on all Highways under the jurisdiction of the Corporation of the County of Renfrew with the exceptions of those Highways or parts of such Highways listed on Schedule "A" attached to this By-Law.

4. Penalties

Any person who contravenes any section of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.

- 2 -

5. Validity

If any section, clause or provision of this By-Law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of the By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

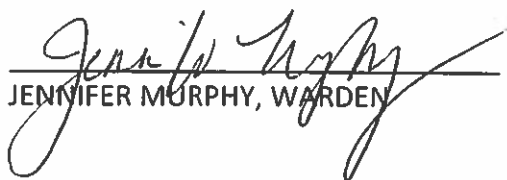
6. That By-Law 76-15, being a By-Law to Regulate the Operation of Off-Road Vehicles on County of Renfrew Roads is hereby repealed.

7. That this by-law shall come into force and take effect immediately upon the date of its passing.

READ a first time this 25th day of January 2017.

READ a second time this 25th day of January 2017.

READ a third time and finally passed this 25th day of January 2017.


JENNIFER MURPHY, WARDEN


W. JAMES HUTTON, CLERK

SCHEDULE "A"

County Road/Name	From	To	Municipality
1 - Madawaska Blvd, Elgin St & River Rd	East limit of the Madawaska River Bridge	1.6 km North of the intersection with County Road 3 (Usborne Street North End)	Arnprior McNab/Braeside
2 - Daniel St & White Lake Rd	Madawaska Street	County Road 10 (Baskin Drive)	Arnprior
2 - White Lake Rd	Staye Court Drive/ Winners Circle	County Road 45 (Vanjumar Drive)	Arnprior
2 - White Lake Rd	300 m East of County Road 52	County Road 52	McNab/Braeside
16 - Victoria St	Laurentian Drive	Petawawa Boulevard	Petawawa
25 - Laurentian Dr	Victoria Street	Petawawa Boulevard	Petawawa
26 - Doran Rd	Petawawa Boulevard	Highway 17	Petawawa
35 - Boundary Rd E	Jean Avenue	Trafalgar Road	Laurentian Valley
37 - Murphy Rd	Petawawa Boulevard	Highway 17	Petawawa
51 - Pembroke St W & Petawawa Blvd	Pembroke City Limit	Paquette Road	Laurentian Valley Petawawa
52 - Raglan St	Highway 60	Pine Street	Renfrew
52 - Burnstown Rd	County Road 2	McLachlan Road	McNab/Braeside
55 - Paquette Rd	Highway 17	Petawawa Boulevard	Petawawa
72 - Ridge Rd	Highway 17	Deep River Road	Deep River
73 - Deep River Rd	Highway 17	Ridge Road	Deep River

COUNTY OF RENFREW

BY-LAW 7-21

**A BY-LAW TO REGULATE THE OPERATION OF OFF-ROAD VEHICLES ON COUNTY
OF RENFREW ROADS**

WHEREAS Section 191.8, subsection (3), the Highway Traffic Act, R.S.O. 1990, Ch. 8, as amended, provides that a municipality may pass by-laws:

- (a) permitting the operation of off-road vehicles or classes of off-road vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway, subject to any limitations prescribed under clause (2.1) (b);
- (b) prohibiting the operation of off-road vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway, in accordance with a regulation under clause (2.1) (a).

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

1. Definitions.

In this by-law,

“Highway” shall include a common and public highway, street, avenue, parkway and driveway, any part of which is intended for use or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Off-Road Vehicle” shall mean an off-road vehicle within the meaning of the Off-Road Vehicles Act, R.S.O. 1990, c. O.4, as amended.

2. Regulation of Off-Road Vehicles on Highways.

An Off-Road Vehicle shall not be operated on Highways unless it meets and is operated in accordance with the requirements of Ontario Regulation

316/03 –Operation of Off-Road Vehicles on Highways under the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended by O. Reg. 315/20.

General

Operation of Off-Road Vehicles shall be permitted on all Highways under the jurisdiction of the Corporation of the County of Renfrew with the exceptions of those Highways or parts of such Highways listed on Schedule “A” attached to this By-Law.

3. Penalties

Any person who contravenes any section of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.

4. Validity

If any section, clause or provision of this By-Law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of the By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

6. That By-Law 99-17, being a By-Law to Regulate the Operation of Off-Road Vehicles on County of Renfrew Roads is hereby repealed.

7. That this By-law shall come into force and take effect immediately upon the date of its passing.

READ a first time this 27th day of January 2021.

READ a second time this 27th day of January 2021.

READ a third time and finally passed this 27th day of January 2021.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

SCHEDULE "A"

County Road/Name	From	To	Municipality
1 - Madawaska Boulevard, Elgin Street	East limit of the Madawaska River Bridge	The intersection with County Road 10 (Division Street)	Arnprior
2 - Daniel Street and White Lake Road	Madawaska Street	County Road 10 (Baskin Drive)	Arnprior
2 - White Lake Road	Staye Court Drive/ Winners Circle	County Road 45 (Vanjumar Drive)	Arnprior
16 - Victoria Street	Laurentian Drive	Petawawa Boulevard	Petawawa
25 - Laurentian Dr	Victoria Street	Petawawa Boulevard	Petawawa
26 - Doran Road	Petawawa Boulevard	Highway 17	Petawawa
35 - Boundary Road East	Jean Avenue	Trafalgar Road	Laurentian Valley
37 - Murphy Rd	Petawawa Boulevard	Highway 17	Petawawa
51 - Pembroke St. W. and Petawawa Boulevard	Pembroke City Limit	Paquette Road	Laurentian Valley Petawawa
52 - Raglan Street	Highway 60	Pine Street	Renfrew
55 - Paquette Road	Highway 17	Petawawa Boulevard	Petawawa
72 - Ridge Road	Highway 17	Deep River Road	Deep River
73 - Deep River Road	Highway 17	Ridge Road	Deep River

COUNTY OF RENFREW

BY-LAW NUMBER 119-18

(Amended January 29, 2020)

(Amended March 30, 2022)

**A BY-LAW TO REGULATE AND GOVERN THE USE OF THE LANDS KNOWN AS THE
ALGONQUIN TRAIL (FORMERLY KNOWN AS THE CP RAIL CORRIDOR) AS A
LINEAR PARK**

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that Sections 9 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to a) enable municipalities to govern their affairs as they consider appropriate and, b) enhance their ability to respond to municipal issues;

AND WHEREAS Section 11 (3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that a municipality is authorized to pass by-laws with respect to matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the County of Renfrew developed and adopted a management plan for the Algonquin Trail, as part of the Ottawa Valley Recreational Trail that addresses issues such as use, control, liability, etc.;

AND WHEREAS it is deemed expedient and in the interest of public safety to regulate and govern the use of the Algonquin Trail in the County of Renfrew;

AND WHEREAS the Council has determined that any breach of the provisions of this By-law should be subject to an Administrative Monetary Penalty.

1. DEFINITIONS

“Administrative Monetary Penalty” is a penalty imposed for a contravention of this By-law and issued upon discovery of the unlawful

event. It is due and payable with no right of appeal and constitutes a debt to the County.

“Algonquin Trail” means a 30-metre wide linear park to include all owned and leased land in the County and the City of Pembroke, and is the County of Renfrew portion of the Ottawa Valley Recreational Trail.

“Camp” includes the placement of a tent or trailer at any time on the Property or the lodging or staying overnight on the Property.

“County of Renfrew” means the Municipal Corporation of the County of Renfrew.

“Debris” includes anything that is not natural to the Property.

“Dirt Bike” means a two-wheel motorized machine used primarily for traveling on land other than registered roadways.

“Enforcement Officer” means a Provincial Offences Officer, an Ontario Provincial Police Officer, or any person exercising a power or performing duty under this By-law.

“Firearm” includes any type of gun or other firearm including an air gun, spring gun, pellet gun, tranquillizer gun, cross-bow, long-bow or other type of bow, sling shot, or any similar thing.

“Licensee” means an association or club issued a license by the County of Renfrew to use the Algonquin Trail and allow their members to use the Algonquin Trail through the issuance of permits in accordance with an executed License Agreement between the association or club and the County of Renfrew.

“Litter” includes the throwing, dumping, placing, depositing of any debris.

“Motor Vehicle” means a vehicle used for transportation relying upon a motor for operation including vehicles described as Off-Road Vehicles, Snowmobile/Motorized Snow Vehicles, Motorcycles, Dirt Bikes.

“Natural Features” means all geology, vegetation, and wildlife pertaining to, existing in or produced by nature throughout the Algonquin Trail. This includes all plant and wildlife species and wetland areas.

“Off-Road Vehicle” shall mean an off-road vehicle within the meaning of the Off Road Vehicles Act, R.S.O .1990, c.O. 4, as amended.

“Ottawa Valley Recreational Trail” or **“OVRT”** means the 296 km section of trail owned and leased by the County of Renfrew, County of Lanark and the Township of Papineau-Cameron running from outside Mattawa to outside Smiths Falls.

“Pedestrian” means any person travelling on foot or with related foot gear and not requiring the aid of a motor for propulsion.

“Permit” means a current permit issued by a Licensee authorized by the County of Renfrew to allow the use of the trail by Permit Holders.

“Permit Holder” means a person issued a permit by a Licensee authorized by the County of Renfrew.

“Signage” means postings throughout the Algonquin Trail erected by or authorized by the County of Renfrew.

“Property” means the property described as the Algonquin Trail in the County of Renfrew.

“Snowmobile/Motorized Snow Vehicle” means a motorized snow vehicle, within the meaning of the Motorized Snow Vehicles Act, R.S.O. 1990, c.M. 44, as amended.

2. **PERMITTED USES**

The following are considered permitted uses of the Algonquin Trail:

- (i) Walking, running, hiking, dog walking.
- (ii) Cross country skiing, snowshoeing.
- (iii) Orienteering, geocaching.
- (iv) Nature appreciation, bird watching, nature study.
- (v) Dog sledding.
- (vi) Cycling, including the use of E-bikes.
- (vii) Horseback riding.
- (viii) Harvesting of non-wood products such as tree seed/cones, mushrooms for personal use.
- (ix) Electric-powered personal mobility vehicles (scooters, wheelchairs, etc.)

- (x) Operating an Off-Road Vehicle on or between May 1 and November 30 inclusive, in any year. Vehicle must hold valid insurance and be properly licenced. Dates may be modified at the discretion of the Director of Development and Property, and dependent on dry conditions and an assessment of weather, safety, and consultation with user groups of which hold lease agreements.
- (xi) Other activities as approved through the execution of a land use agreement or special event permit obtained from the County of Renfrew.
- (xii) Other personal transportation as approved by the County of Renfrew.

3. **PROHIBITED ACTIVITIES**

The following activities are prohibited on the Algonquin Trail:

- (i) Tampering with or removing any signage.
- (ii) Using the Algonquin Trail during a closure of the Algonquin Trail by the County of Renfrew due to extreme weather conditions, maintenance, or other reason at their discretion.
- (iii) Disobeying signage posted by the County of Renfrew.
- (iv) Camping or causing any person to camp.
- (v) Hunting or causing any person to hunt.
- (vi) Discharging or operating a weapon or firearm or causing any person to discharge or operate any weapon or firearm.
- (vii) Littering, or failing to pick up after pets or horses. Failing to control a pet, including dogs and horses.
- (viii) Vandalizing the Property or cause any person to vandalize the Property.
- (ix) Starting or feeding an open air fire.
- (x) Removing, destroying, or otherwise disturbing any natural features without written consent of the County of Renfrew.
- (xi) Operation of a Dirt Bike or Motorcycle.
- (xii) Operation of a Motor Vehicle.

- 4. If a person is using the Algonquin Trail while operating a Motor Vehicle in accordance with Section 2, they shall not interfere with or impede the use of the Algonquin Trail by a pedestrian or any other person using the Algonquin Trail.

5. SPEED LIMIT

The maximum speed limit permitted throughout the Algonquin Trail is 50 km/hour on rural parts of the trail and 20 km/hour on urban parts of the trail. Urban and rural sections of the Algonquin Trail and their respective speed limits will be delineated by signage.

6. PERMITS

Sections of the Algonquin Trail are leased on an annual basis to the local snowmobile clubs, who operate under the auspices of the Ontario Federation of Snowmobile Clubs. As per the Motorized Snow Vehicles Act, no person shall drive a motorized snow vehicle upon a prescribed trail except under the authority of, and in accordance with, a trail permit for the motorized snow vehicle issued. During the period from December 1st to April 30th in each calendar year, permits for snowmobiles may be acquired from the Ontario Federation of Snowmobile Clubs. Permits for other uses by any other authorized organization approved by the County of Renfrew may be required.

7. CANINE AND EQUESTRIAN USE

Canine and equestrian use requires the removal of excrement from the Algonquin Trail surface and violations are subject to penalty. Equestrian excrement shall be considered in the same manner as canine excrement.

8. CURFEWS/TIME OF USE

Users of the Algonquin Trail may do so from 7:00 a.m. to 11:00 p.m. unless otherwise posted by local by-laws with appropriate legislation cited.

9. ENFORCEMENT AND PENALTIES

- (i) Every person who uses the Algonquin Trail is subject to all Municipal by-laws and all Provincial and Federal laws and regulations. Any person violating any Municipal by-law or other law may be ordered by the County of Renfrew or an Enforcement Officer to leave the Algonquin Trail.
- (ii) No person shall hinder or obstruct, or attempt to hinder or obstruct an Enforcement Officer.

- (iii) No person shall neglect or refuse to produce information, identification or to provide any information required by any person acting pursuant to this By-law.
- (iv) In addition to any other authority they may have, an Enforcement Officer is authorized to enforce the provisions of this By-law and to order any persons believed by such Enforcement Officer to be contravening or who has contravened any provision of this By-law:
 - (a) To desist from the activity constituting or contributing to such a contravention;
 - (b) To remove from the Algonquin Trail anything owned by or in the control of such person which the officer believes is or was involved in such contravention, and;
 - (c) To leave the Algonquin Trail.
- (v) The court in which a conviction has been entered pursuant to this By-law and any other court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed by the court on the person convicted.
- (vi) Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine or penalty as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as may be amended from time to time and to any other applicable penalty, including but not limited to those defined in the Off-Road Vehicles Act, the Highway Traffic Act, the Motorized Snow Vehicles Act and the Trespass to Property Act.
- (vii) The County of Renfrew appoints the Ontario Provincial Police ("OPP") with the authority to enforce this By-law.

10. **ADMINISTRATIVE PENALTY**

Any person found by an Enforcement Officer to have breached any provision of this By-law including applicable offences in Schedule 'I' may be subject to an Administrative Penalty as follows:

- (i) A breach by a Permit Holder or any user of the Trail of any provision of this By-law shall be subject to an Administrative Monetary Penalty as designated in Schedule "I".
- (ii) Upon receipt of a notice of Administrative Monetary Penalty, the Permit Holder or the person or corporation named in the notice shall pay the penalty within seven (7) days to the Municipality.
- (iii) An Administrative Monetary Penalty Notice shall include the

following information:

- (a) the Administrative Monetary Penalty Notice Date;
 - (b) the date on which the Administrative Monetary Penalty is due and payable;
 - (c) the signature of the issuing Enforcement Officer;
 - (d) particulars of the contravention reasonably sufficient to indicate the nature of the contravention;
 - (e) the amount of the Administrative Monetary Penalty; and,
 - (f) a statement advising that an unpaid Administrative Monetary Penalty will constitute a debt of the person or corporation to the Municipality.
- (iv) An Enforcement Officer may serve the Administrative Monetary Penalty Notice on a person or corporation by one of the following methods:
- (a) delivering it personally to the person or to the head office of the corporation;
 - (b) sending a copy by registered mail to the last known address of the person or the head office of the corporation; or,
 - (c) posting a copy of the notice in a conspicuous place at the site of the contravention and sending a copy by registered mail to the last known address of the person or the head office of the corporation.
- (v) An Administrative Monetary Penalty remaining unpaid after the date when it is due and payable, constitutes a debt to the Municipality owed by the person or corporation named in the notice. The Municipality may take all steps available in law to collect the unpaid penalty.
- (vi) An Administrative Monetary Penalty may not be challenged or appealed.

11. SHORT FORM WORDINGS

- 11.1 The Municipality shall make application to the Ministry of the Attorney General of Ontario for approval of Short Form Wordings and Set Fines in accordance with the Set Fine Schedule approved by resolution of Council, and such fines shall come into effect upon the approval or amendment by the Attorney General of Ontario or his designate.
- 11.2 Staff shall be authorized to make changes to the By-law or Set Fine Schedule without amendment to the By-law or Resolution of Council, if so

recommended by the Attorney General or his designate in order for the Set Fines to be approved.

- 11.3 Council may, by Resolution, amend the Set Fines under this By-law at any time. Any amendment made to the Set Fines by Resolution of Council will come into force upon approval of the Attorney General or his designate.

12. APPLICABILITY

This By-law does not apply to vehicles or persons:

- (i) of authorized law enforcement, firefighting, emergency medical, or other emergency personnel when carrying out authorized duties, or
- (ii) engaged in work on or along the Algonquin Trail on behalf of the County of Renfrew.

13. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a first time this 28th day of November 2018.

READ a second time this 28th day of November 2018.

READ a third time and finally passed this 28th day of November 2018.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

Schedule "I"

Item	Offence	Set Fine
1.	Vehicle must meet all applicable provincial and manufacturer safety standards with regard to safety equipment and serviceability of the vehicle.	\$185.00
2.	Failure to operate the vehicle in an unsafe manner for the driver, passengers and other trail users.	\$185.00
3.	Does not meet the manufacturer sound level standards.	\$300.00
4.	Drive ATV with passenger seated improperly.	\$360.00
5.	Speeding — more than 20 km/h where limit is 20 km/h or less.	\$220.00
6.	Speeding — more than 50 km/h where limit is 50 km/hr.	\$220.00
7.	Tampering with or removing signage posted by or in partnership with County of Renfrew.	\$185.00
8.	Disobeying signage posted by the County of Renfrew.	\$185.00
9.	Using the Ottawa Valley Recreational Trail (OVRT)/Algonquin Trail during a closure of the OVRT/Algonquin Trail by the County of Renfrew due to extreme weather conditions, maintenance, or <u>before or after prescribed dates and times the trail is open.</u>	\$220.00
10.	Littering, or failing to pick up after dogs or horses.	\$185.00
11.	Failing to control a pet, including dogs and horses.	\$185.00
12.	Camping or causing any person to camp.	\$185.00
13.	Hunting or causing any person to hunt.	\$185.00
14.	Discharging or operating a weapon or firearm or causing any person to discharge or operate any weapon or firearm.	\$185.00
15.	Vandalizing the Property or causing any person to vandalize the Property.	\$250.00
16.	Starting or feeding an open-air fire.	\$185.00

Item	Offence	Set Fine
17.	Removing, destroying, or otherwise disturbing any Natural Features without written consent of the County of Renfrew.	\$185.00
18.	Operation of a Dirt Bike or Motorcycle	\$185.00
19.	Operation of a Motor vehicle without Ontario Federation ATV (OFATV) permit displayed on vehicle pending permit required approval of County Council.	\$220.00

**At the discretion of enforcement official fines doubled in Community Safety Zones areas as signed along the Trail.

ATVs and other types of ORVs are popular, year-round utility and recreational vehicles that can offer hours of enjoyment for outdoor enthusiasts, if you obey the law and follow safety precautions.



Be a safe and responsible rider

- Always ride sober
- Take an ATV/ORV safety course
- Stay in control – ride within your abilities
- Ride in designated areas only
- Keep noise levels low
- Do a pre-ride safety inspection

Visit: Ontario.ca/atv
OFATV.org/bylaw-maps

Read: [Smart Ride Safe Ride](#) handbook

August 2019

Always Ride Sober

A police officer can stop ORV and ATV operators either on or off-road to demand a variety of tests to determine impairment by alcohol and/or drugs. If you fail any of these tests, or refuse to take them, you can be suspended immediately from driving and face criminal impaired driving or related charges.



Rules of the Road

ATVs/ORVs travelling along a road must have all their lights on and be driven in the same direction of traffic on the shoulder of the road. If the shoulder is unsafe or not wide enough, an ATV/ORV can be driven on the travelled portion of the road.

Permitted ATVs/ORVs **can** travel on:

- ☒ Highways 500 to 899
- ☒ many 7000-series highways
- ☒ highways with low traffic volumes

ATVs/ORVs **cannot** travel on:

- ☒ 400-series highways
- ☒ the Queen Elizabeth Way
- ☒ sections of the Trans-Canada Highway

Please refer to [Ontario Regulation 316/03](#) for a list of provincial highways where on-road ATV/ORV use is:

- ☒ **Prohibited** → see Schedule A
- ☒ **Permitted** → see Schedule B

This is a guide only. For information on the legal requirements of driving an ATV/ORV in Ontario, consult the [Off-Road Vehicles Act](#) and the [Highway Traffic Act](#).

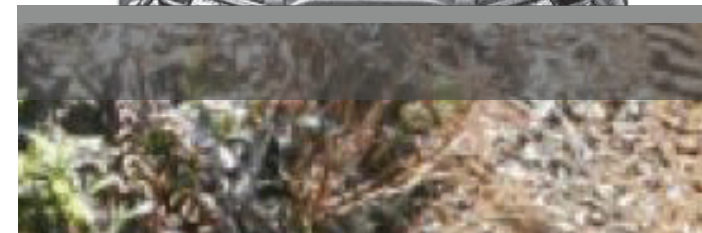
SMART

SAFE

RIDE



What you need to know to operate an all-terrain vehicle (ATV) and an off-road vehicle (ORV) in Ontario



On-road Riding

Only an ATV/ORV that meets current standards and other equipment-related requirements can be used on the road. It must be insured under a motor vehicle liability policy.

ATVs/ORVs that meet these requirements can travel along certain provincial highways and municipal roads. Check with the local municipality for access on their road before heading out.

Who can ride

For on-road riding, an ATV/ORV driver must:

- hold at least a valid G2 or M2 licence
- wear a seat belt, where provided
- travel at speeds less than the posted speed limit
- carry the vehicle registration permit or a copy

For on-road riding, an ATV/ORV passenger must wear a seat belt or use foot rests, when applicable.

An ATV/ORV driver must be at least:



16 years old
for on-road riding



12 years old*
for off-road riding

A passenger on an ATV/ORV must be at least:



eight years old
for on-road riding

*unless directly supervised by an adult or while driving on land occupied by the ATV/ORV owner

ATV/ORV Speed Limits

ATVs/ORVs on the road must travel at speeds less than the posted speed limit:

- no more than 20 km/h on roads with a posted speed limit of 50 km/h or less
- no more than 50 km/h on roads with a posted speed limit greater than 50 km/h

Municipalities may set lower speed limits or additional rules for ATVs/ORVs.



Off-road Riding

An ORV must be registered and display a licence plate (*except in exempt areas like far northern Ontario). It must be insured under a motor vehicle liability policy.

These requirements also apply to other types of ORVs including two-up ATVs, side-by-side ORVs and utility terrain vehicles.

Who can ride

For off-road riding, an ATV/ORV driver must carry the ATV/ORV's registration permit or a copy.

The driver can directly cross a highway on an ATV/ORV where permitted **only if**:

- it's registered + displays a licence plate
- it's insured under a motor vehicle liability policy
- the driver is at least 16 years old and has a valid driver's licence of any class

Off-road Vehicle Types

Single-rider ATV



Four wheels
Steering handlebars
A seat that is straddled by the driver designed to carry only a driver
No passengers allowed when travelling on a roadway

Two-up ATV



Four wheels
Steering handlebars
A seat that is straddled by the driver
Seating for a passenger directly behind the driver
Separate foot rests for the passenger

Side-by-side ORV



Four or more wheels
Steering wheel
A driver's seat
Seating for passengers beside/behind driver
Seat belts for each seating position
Maximum engine displacement: 1,000 cm³

Utility-Terrain Vehicle (UTV)



Four or more wheels
Steering wheel
A driver's seat
Seating for passengers beside/behind driver
Seat belts for each seating position
A cargo box with minimum cargo capacity of 159 kilograms



A single-rider ATV that has been modified to carry a passenger by installing an after-market seat and foot rests is not considered a two-up ATV.

Drivers and passengers must always wear an approved motorcycle helmet, securely fastened under the chin with a chin strap





**Minutes of Inclusivity & Diversity Advisory Committee Meeting
June 2, 2022
6:30 PM
Electronic Participation – Via Zoom**

Committee and Staff Attendance

Committee Members Present:

Chair Lynn Grinstead
Ananda Nicholas, Committee Member
Ro Nwosu, Committee Member
Peter Shum, Committee Member
Aiden McGrath, Committee Member

Committee Members Absent:

Rainner Bouret Amparo, Committee Member
Brad Greyeyes-Brant, Committee Member

Town Staff Present:

Robin Paquette, CAO
Maureen Spratt, Town Clerk

Also Absent:

Jodie Bucholtz, Manager Local Immigration
Partnership

1. Call to Order

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

2. Roll Call

The roll was called, with all Members of the Committee being present with the exception of Rainner Bouret and Brad Greyeyes-Brant.

3. Land Acknowledgement

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

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

4. Adoption of Agenda

Resolution Number 010-22

Moved by Ananda Nicholas

Seconded by Ro Nwosu

Be It Resolved That the agenda for the Inclusivity & Diversity Advisory Committee Meeting of dated Thursday, June 2, 2022 be adopted.

Resolution Carried

5. Disclosures of Pecuniary Interest

None

6. Adoption of Minutes of Previous Meeting(s)

Resolution Number 011-22

Moved by Ananda Nicholas

Seconded by Ro Nwosu

Be It Resolved That the minutes for the Inclusivity & Diversity Advisory Committee Meeting of Thursday, May 5, 2022 be adopted

Resolution Carried,

7. Presentations/ Delegations

None

8. Matters Tabled/ Deferred/ Unfinished Business

a) Vision and Mission Statement Worksheet

For the benefit of the committee members who were not present at the last meeting, the Clerk read the approved Vision and Mission Statement as follows:

“The Inclusivity and Diversity Advisory Committee focuses on encouraging and facilitating systemic changes within the community by creating a more trustworthy and innovative environment for all members of the community.

This will be done through celebrating diversity, embracing and fostering inclusivity, and making commitments to action”

b) Cultural Event

The CAO advised the committee that the Director of Recreation and A/MEDO are working on the logistics for the Arnprior Night Market, including that the grant provides for the creation of three jobs; volunteer coordinator, market coordinator and an event planner. The CAO noted the Director of Recreation has received some feedback from committee members regarding vendors, and entertainment, which he has compiled into one document, however, if there are any else committee members think of over the next few weeks please forward to the Director of Recreation.

Committee Members expressed concern that the event is looming and the committee members have not received any specifics on entertainment, publicity, promotion, etc. Following discussion the CAO assured the committee members that the event is well in hand, however agreed that a special committee meeting be scheduled for June 16th, at which time the A/MEDO can provide event logistics to the committee.

9. Staff Reports

None

10. New Business

None

11. Adjournment

Resolution Number 012-22

Moved by Ananda Nicholas

Seconded by Ro Nwosu

That this meeting of the Inclusivity and Diversity Advisory Committee be adjourned at 7:00 p.m.

Resolution Carried

**The Corporation of the
Town of Arnprior**

By-law Number 7318-22

Being a By-law to repeal By-law Number 6116-12 and to replace with the revised Policy HR-WV-06 Vacation for Non-Union Full-Time and Part-Time Employees.

Whereas the Council of the Corporation of the Town of Arnprior has adopted By-Law No. 6116-12, as amended, to provide general rules and specifications for the implementation of Vacation entitlement and pay for Non-Union Full-Time and Part-Time Employees; and

Whereas Council is aware that due to Bill 148, *Fair Workplaces, Better Jobs Act, 2017*, Ontario's laws concerning vacation pay changed as of January 1st, 2018 and that the Town is responsible for ensuring that employees receive time off and vacation pay in accordance with the current legislation, meeting at least the minimum standards set out by the Ontario Employment Standards Act (2000); and

Whereas staff conducted a best practice review of By-law No. 6116-12 Vacation Pay for Non-Union Full-Time and Part-Time Employees, and have updated based on the standards set out by the Ontario Employment Standards Act and to be in line with current municipal practices.

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

1. **That** By-Law 6116-12 be repealed and replaced with Policy HR-WV-06 Vacation for Non-Union Full-Time and Part-Time Employees attached as Appendix "A" to this By-Law; and
2. **That** any by-laws and/or resolutions inconsistent with the provisions herein are repealed.
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 11th day of July, 2022.

Signatures:

Lisa McGee, Deputy Mayor

Kaila Zamojski, Deputy Clerk



The Town of Arnprior Corporate Policies and Procedures Manual

Policy Name: Vacation for Full-Time and Part-time Employees

Policy Manual Section: Human Resources

Revision Date: N/A

Policy Number: HR-WV-06

By-law Number: 7318-22

Effective Date: July 11, 2022

**Organizational Coverage:
Non-Union Full-Time and Part-Time Employees**

1. Policy Statement

The Town of Arnprior understands the importance of personal time off for its employees who are encouraged to use their accrued vacation time for rest, relaxation, and personal pursuits.

This Vacation for Full-Time and Part-Time Employees Policy (the “Policy” or the “Vacation Policy”) must be interpreted in accordance with the Town’s statutory obligations, including under the Ontario *Employment Standards Act, 2000*, as amended from time to time (the “ESA”). Should the terms of this Policy conflict with one or more provisions of the *ESA*, the provision(s) of the *ESA* shall prevail and the Policy shall be deemed to be amended accordingly.

2. Purpose

The purpose of this Policy is to outline the standards, guidelines and procedures for vacation time and pay for all non-union full-time and part-time employees.

3. Scope

This Policy applies to all non-union, permanent full-time employees and part-time employees.

4. Responsibility

The Supervisor/Department Head shall generally be responsible:

- For scheduling and approving vacation dates for employees in a manner that ensures minimum disruption of service within the Department.
- To ensure that all leave forms are accurate and submitted bi-weekly to Payroll by the appropriate deadlines for processing pay.
- To ensure that the Policy is implemented in accordance with the standards specified herein, and in a fair and equitable manner.

The Employee shall generally be responsible:

- For making arrangements to take vacation leave and using their allotted vacation time in accordance with this Policy.
- To ensure that all vacation requests are made on the prescribed request for leave form, and are pre-approved by the Department Head, or their designate, and submitted to Payroll prior to the taking of vacation.
- To adhere to the Policy in accordance with the standards specified herein.

The Human Resource Officer shall generally be responsible:

- To ensure that this Policy is circulated to all employees and/or Supervisors who shall distribute same to employees in their respective departments.
- To provide support to all staff and the finance branch regarding Policy implementation.
- To review the Policy every five years or as otherwise required to by operational considerations or to ensure legal compliance.

The CAO shall generally be responsible:

- To resolve any conflict or ambiguity regarding the interpretation of any provisions in this Policy.
- To update for ESA compliance or minor housekeeping changes to the policy and attached forms as may be necessary from time to time.

5. Definitions

“Anniversary Date” shall mean the date the employee commenced employment by the Town.

“Calendar Year” shall mean the period of January 01st to December 31st.

“Continuous” shall mean the duration employed with the Town, including any inactive periods of employment such as approved leaves or temporary lay-offs, but not any periods prior to a break in the employment relationship, except as recognized by the ESA.

“Full-time employee” for purposes of this Policy shall mean an employee who has been appointed to a full-time, permanent position and who is regularly scheduled to work 35 or more hours per week.

“Part-time employee” for purposes of this Policy shall mean any part-time, fixed term, casual, contract, seasonal, or student employee.

6. Procedures

6.1 For Full-time Employees:

6.1.1 Vacation Entitlement for full-time employees shall be granted as follows:

Service Level	Annual Vacation Entitlement
Anniversary date, but less than three (3) years	Up to two (2) weeks paid vacation accumulated at a rate of 0.83 days per month.
Three (3) years, but less than ten (10) years	Up to three (3) weeks paid vacation accumulated at a rate of 1.25 days per month.
Ten (10) years, but less than sixteen (16) years	Up to four (4) weeks paid vacation accumulated at a rate of 1.67 days per month.
Sixteen (16) years, but less than twenty-four (24) years	Up to five (5) weeks paid vacation accumulated at a rate of 2.083 days per month.
Twenty-four (24) years or more	Up to six (6) weeks paid vacation accumulated at a rate of 2.50 days per month.

- 6.1.2 Notwithstanding the foregoing, subject to compliance with the *ESA*, the Council may, at its discretion, establish vacation entitlement at a rate other than that set out in Section 6.1.1 as Council deems necessary.
- 6.1.3 The anniversary date (date employment commenced) shall normally be used to determine an employee's vacation entitlement for purposes of progression through the vacation entitlement band table set out above.
- 6.1.4 Notwithstanding section 6.1.3, as part of the recruitment process, the CAO may establish the vacation entitlement level for recruited employees considering their years of relevant experience. For purposes of calculating years of service for increasing to the next vacation entitlement band, recruited employees will assume the minimum years of services for their assigned vacation entitlement level. E.g. An employee allotted four (4) weeks of vacation during the recruitment process to reflect their relevant experience will be assigned the equivalent of ten (10) years of service for the purposes of placement on and progression through the vacation entitlement band table set out above.
- 6.1.5 The vacation year is based on the calendar year of January 1st – December 31st. Upon initial hire, vacation entitlements shall be prorated, as necessary, according to the employee's start date. Vacation entitlements shall also be prorated for any partial year of employment.
- 6.1.6 Vacation entitlements shall normally accrue and be earned on a monthly basis, however, during periods of any extended leave exceeding thirty (30) consecutive calendar days in duration (except vacation, pregnancy and parental leave), the regular accrual of vacation entitlements will be suspended and instead shall revert to the minimum requirements of the *ESA*. Notwithstanding the foregoing, employees will be credited with their full annual vacation entitlement on January 1st of each year. Therefore, when an employee leaves the employ of the Employer, as per their employment contract or signed letter of consent, they will be responsible for payment of unearned vacation credits taken and such payment will be deducted from any monies owed to the employee.
- 6.1.7 An employee who shall become entitled to a vacation entitlement increase based on their years of service in the applicable vacation entitlement year will be credited with a corresponding prorated additional increment on January 1st of that year.

- 6.1.8 All employees are entitled to take their vacation time in periods of up to two (2) consecutive weeks. Vacation periods greater than two (2) weeks may be obtained on a case-by-case basis, with the express permission of the employee's supervisor.
- 6.1.9 Employees with less than five (5) years of continuous service must take a minimum of two (2) weeks' vacation time each full calendar year, prorated for partial years of service. Employees with five (5) or more years of continuous services must take a minimum of three (3) weeks' vacation time each full calendar year, prorated, as necessary. The Employer will schedule this vacation time if an employee has not booked the minimum time off prior to the end of the applicable year or partial year of service.
- 6.1.10 Subject to section 6.1.9, above, employees may carry over to the next calendar year up to one (1) week of unused vacation.
- 6.1.11 The carry-over of vacation time exceeding one (1) week is not permitted except for very compelling operational and/or personal reasons. Should an employee have a vacation leave balance greater than one (1) week as of December 31st, the employee must submit Schedule A- Request for Vacation Carry Over to their manager/supervisor for approval and then to the CAO for approval. This form requires the employee to identify a specific leave plan and timeframe on when they will utilize the additional carry over vacation leave balance.
- 6.1.12 Approved vacation time may be substituted for sick leave where the employee can establish, by way of a doctor's certificate, that an illness or accident occurred while the employee was on an approved vacation leave.
- 6.1.13 Upon termination of employment, or transfer from full-time employment to part-time employment, the employee is to be paid out any unused and earned/accrued vacation pay that was credited to them at the beginning of the applicable accrual period (typically January 1st of that calendar year). Conversely, upon termination of employment, or transfer from full-time employment to part-time employment, an employee is responsible for repayment to the Town of any vacation taken, but not yet earned/accrued in the applicable accrual period.

6.1.14 Employee requests for vacation leave are to be submitted to their immediate supervisor for approval. In the case of Department Heads, vacation requests are submitted to the CAO for approval.

6.1.15 Subject to compliance with the *ESA*, vacation pay for each week of vacation taken by a full-time employee will be calculated on the basis of the employee's current rate of pay times their normal hours of work per week. Any additional vacation pay owing to the employee, if any, pursuant to the *ESA*, will be determined upon year end and provided to the employee on their next regular pay cheque following the determination.

For Part-Time Employees:

6.2.1 Part-time employees with less than four years of continuous employment shall be entitled to two (2) weeks of annual vacation time and four percent (4%) vacation pay after each completed vacation entitlement year, and part-time employees with four or more years of continuous employment shall be entitled to three (3) weeks of annual vacation time and six percent (6%) vacation pay after each completed vacation entitlement year.

6.2.2 Subject to compliance with the *ESA* regarding written agreement, vacation pay for part-time employees will be paid as a part of their regular biweekly pay.

6.2.3 Employee requests to utilize vacation time are to be submitted to their immediate supervisor for approval.

6.2.4 The Supervisor/Manager will attempt to accommodate part-time employee's vacation time requests where possible, subject to the operational needs of the Department.

7. Attachments

Schedule A: Full-Time Employee: Request for Vacation Carry-Over

SCHEDULE A
Full-Time Employee: Request for Vacation Carry Over

Date: _____

Employee Name & Position: _____

I request authorization to carry over ____ days of vacation leave into the following year of _____ in view of these compelling and personal reasons:

My unused vacation leave will be used as follows:

I acknowledge receiving a copy of the Vacation Policy and understand the provision applicable to this request.

Employee's Signature

Concurrence by Manager or Supervisor

Submission to Chief Administrative Officer

__ approved as presented

__ approved with following changes:

__ not approved

CAO's signature

Date

**The Corporation of the
Town of Arnprior**

By-law Number 7319-22

A by-law to repeal and replace By-law Number 5989-11, as amended, with revised Policy HR-ES-05 – Recruitment and Selection of Officers (Volunteer) for the Fire Department.

Whereas the Council of the Corporation of the Town of Arnprior deems it necessary to adopt a new policy for the Recruitment and Selection of Officers (Volunteer) for the Fire Department; and

Whereas the Fire Master Plan, was approved by Council in 2018, which brought about changes in the organizational structure of the Fire Department to improve operational efficiencies; and

Whereas the current policy # HR-ES-05, requires amendments to align with current Corporation of the Town of Arnprior Organization Chart, as approved by the Fire Master Plan as well as various housekeeping amendments;

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

1. **That** By-law 5989-11, as amended, be repealed and replaced with Policy HR-ES-05, attached as Appendix A to this By-law; and
2. **That** any by-laws and/or resolutions inconsistent with the provisions herein are repealed; and
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 11th day of July, 2022.

Signatures:

Lisa McGee, Deputy Mayor

Maureen Spratt, Town Clerk



The Town of Arnprior Corporate Policies and Procedures Manual

Policy Name: Fire Department - Recruitment and Selection of Officers (Volunteer)

**Policy Manual Section:
Employment Standards**

Revision Date: May 10, 2022

Policy Number: HR-ES-05

By-law Number: 7319-22

Effective Date: July 11, 2022

**Organizational Coverage:
Fire Department**

1.0 Policy Statement

It is the Corporation's policy to make decisions on hiring, promoting, job assignment, training, rewards and other human resources management functions on the basis of qualifications, ability and performance.

2.0 Purpose

The purpose of the policy is to ensure equality of treatment and opportunity for all applicants and to guarantee that all vacant positions shall be staffed within the framework of legislation, applicable collective agreements, budgetary limitations and corporate needs.

3.0 Scope

This policy applies to the selection of volunteer management and supervisory positions, including the volunteer positions of Captains and Lieutenants of the Arnprior Fire Department. This policy does not apply to those positions classified as "full-time" in accordance with the HR Policy #44. Recruitment, selection and hiring of all full-time positions within the Corporation shall fall within the scope of Policy #44 and its successors.

4.0 Responsibility

The Fire Chief, Deputy Fire Chief and Human Resources Officer are responsible for ensuring compliance with this policy.

5.0 Definitions

None.

6.0 Procedures

6.1 Posting of Positions

1. The Corporation will post position vacancies internally for the volunteer positions of Captain(s), Captain/Training Officer and Lieutenant(s).
2. Volunteer position vacancies will be posted on the bulletin boards located in the Stanley Tourangeau Fire/Police Services Centre for a period of ten (10 days).
3. Each posting will state the job title, description of duties, qualifications and experience necessary to be considered for the position.

6.2 Eligibility

All candidates who possess the minimum qualifications for the position will be considered. Consideration will be given to the applicant's previous job performance, work history and experience.

6.3 Evaluation and Interviews

Candidates will be evaluated based upon qualifications, experience, work history and job performance as well as a knowledge test, interview(s) and reference checks conducted by the Selection Committee.

6.4 Selection Committee

1. For all volunteer officer positions of Lieutenant, the Fire Chief, Deputy Fire Chief, Human Resources Officer, and any volunteer officer(s) holding the rank of Captain as may be deemed appropriate by the Fire Chief, will form the Selection Committee.
2. For all volunteer officer positions of Captain, the Fire Chief, Deputy Fire Chief and Human Resources Officer will form the Selection Committee.
3. The Selection Committee will be responsible for determining the best candidate(s) in the competition pursuant to this policy.

6.5 Reference Checks

The Human Resources Officer will conduct reference checks as deemed applicable for the position.

7.0 Attachments

None.

**The Corporation of the
Town of Arnprior**

By-Law Number 7320-22

A by-law to authorize the Corporation of the Town of Arnprior to enter into an agreement with Her Majesty the Queen in right of Ontario, for the transfer of funds for an Investing in Canada Infrastructure Program (ICIP): Green Stream Intake II Project.

Whereas the Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable, and resilient communities, and support a low-carbon economy; and

Whereas the Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth; and

Whereas the federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province; and

Whereas under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens; and

Whereas under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements; and

Whereas the Town of Arnprior has applied to the Province for ICIP funds to assist the in carrying out a Green Stream Intake II project for the replacement of Clearwell No. 1 at the Arnprior Water Filtration Plant; and

Whereas the Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in the Transfer Payment Agreement, Schedule “C”; and

Whereas the Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Town of Arnprior for carrying out the Project.

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

1. **That** the Mayor and Clerk are hereby authorized for and in the name of the Corporation of the Town of Arnprior to execute and to affix the seal of the Corporation to the agreement in the form attached hereto as Appendix A, between the Corporation of the Town of Arnprior and Her Majesty the Queen in right of Ontario.
2. **That** the agreement attached hereto and annotated as Appendix “A” is hereby deemed to be a term of this by-law.
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and **Passed** this 11th day of July, 2022.

Lisa McGee, Deputy Mayor

Kaila Zamojski, Deputy Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Arnprior

(**CRA#106984438**)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

Corporation of the Town of Arnprior

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

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

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

- A.4.1 **Funds Provided.** The Province will:
- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
 - (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.
- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):
- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
 - (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
 - (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

- A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
 - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
 - (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
 - (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
 - (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

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

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE “B”
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Corporation of the Town of Arnprior 105 Elgin Street West, Arnprior, Ontario K7S0A8</p> <p>Attention: GM, Operations</p> <p>Email: jsteckly@arnprior.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

This project will replace clear well Number 1 at the Arnprior water filtration plant in the Town of Arnprior. The work includes design, decommissioning of the existing clearwell, and the construction of the new clearwell.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$2,500,000.00, rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$833,250.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$1,000,000.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-

[canadian-framework.html](#), or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
- (ii.) emergency services infrastructure; or
- (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

The Corporation of the Town of Arnprior

By-law Number 7321-22

A by-law to amend By-law Number 6647-16 being a by-law to permit and regulate the use of Off Road Vehicles on Highways in the Town of Arnprior to access town or regionally approved trails.

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001*, as amended, empowers a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Section 191.8 of *Highway Traffic Act R.S.O. 1990, Chapter H. 8*, authorizes a municipality to pass by-laws permitting and regulating the operation of off-road vehicles with three or more wheels and low pressure bearing tires on any highway or part of a highway under the jurisdiction of the municipality and further, to prescribe the rate of speed for such off-road vehicles as well as the specific months or hours during which they can be operated on a municipal highway or part of a highway;

Whereas the Council of the Corporation of the Town of Arnprior deems it in the public interest to permit and regulate the operation of off-road vehicles within the jurisdiction of the Corporation of the Town of Arnprior.

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

1. That the following be deleted as Section 3.3 to ORV By-law 6647-16:

“3.3 Off-road vehicles do not travel between one-half hour after sunset and one-half hour before sunrise.”

2. That the following be added as Section 3.3 to ORV By-law 6647-16:

“3.3 Off-road vehicles “Off-road vehicles do not travel between 11:00 p.m. and 7:00 a.m.”

3. The following be added as Section 3.6 to ORV By-law 6647-16

“3.6 No person shall operate an off-road vehicle on highways within the Town of Arnprior with an exhaust system that has been changed or altered from the installed factory stock exhaust system. Modifications are not permitted.”

4. That this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 11th day of July, 2022.

Signatures:

Lisa McGee, Deputy Mayor

Maureen Spratt, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7322-22

A by-law of the Town of Arnprior to designate certain lands in the Fairgrounds Subdivision (49M-109), as being exempt from Part Lot Control.

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

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

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

1. **That** subject to Section 2 hereof, the Planning Act, subsection 50(5) does not apply to the lands described as:
 - a. **Block 81 on Plan 49M-109**
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 11th day of July, 2022.

Signatures:

Lisa McGee, Deputy Mayor

Kaila Zamojski, Deputy Clerk