



**Town of Arnprior**

**Regular Meeting of Council Agenda**

**Date: Monday, August 22, 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 – July 11, 2022** (Page 1-7)
  - b) **Special Meeting of Council – August 3, 2022** (Page 8-11)
- 8. Awards/ Delegations/ Presentations**
- 9. Public Meetings**
- 10. Matters Tabled/ Deferred/ Unfinished Business**
- 11. Staff Reports**
  - a) **Community Risk Assessment**, Rick Desarmia, Fire Chief  
(Page 12-127)
  - b) **Nick Smith Centre Canteen Lease Agreement**, Graeme Ivory,  
Director of Recreation (Page 128-129)

- c) **Chats Lake Community Boat Club Lease Agreement**, Maureen Spratt, Clerk (Page 130-132)
- d) **Proclamation – September 18, 2022 - Terry Fox Day**, Kaila Zamojski, Deputy Clerk, Clerk (Page 133-136)

**12. Notice of Motion(s)**

**13. County Councillor's Report from County Council**

**14. Correspondence & Petitions**

**a) Correspondence**

- i. Correspondence Package I-22-Aug-14
- ii. Correspondence Package A-22-Aug-10

**15. By-laws & Resolutions**

**a) By-laws**

- i. **By-law Number 7325-22** – NSC Canteen Lease Agreement (Page 137-156)
- ii. **By-law Number 7326-22** – Chats Lake Lease Agreement (Page 157-189)

**16. Announcements**

**17. Media Questions**

**18. Closed Session**

One (1) matter pursuant to Section 239 (2)(b) of the Municipal Act, 2001 to discuss a personal matter about an identifiable individual including municipal or local board employee (Compliance Audit Committee)

**19. Confirmatory By-law**

By-law No. 7327-22 to confirm the proceedings of Council

**20. 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  
July 11, 2022 6:30 PM**

**Town Hall, Council Chambers – 105 Elgin St. W. Arnprior, ON.**

**Council and Staff Attendance**

**Council Members Present:**

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

**Council Members Absent:**

Mayor Walter Stack

**Town Staff Present:**

Robin Paquette, CAO  
Kaila Zamojski, Deputy Clerk  
Jennifer Morawiec, General Manager,  
Client Services/ Treasurer  
John Steckly, General Manager,  
Operations  
Rick Desarmia, Fire Chief  
Cory Nicholas, Deputy Fire Chief  
Jennifer Eve, Manager of Finance

**1. Call to Order**

Deputy Mayor Lisa McGee called the Regular Council Meeting to order at 6:30 PM and welcomed those present.

**2. Roll Call**

The roll was called, with all Members of Council being present, except Mayor Walter Stack.

**3. Land Acknowledgement Statement**

Deputy Mayor Lisa McGee 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 233-22

Moved by Chris Toner

Seconded by Lynn Grinstead

**Be It Resolved That** the agenda, for the Regular Meeting of Council dated Monday, July 11, 2022 be adopted.

Resolution Carried

**5. Disclosures of Pecuniary Interest**

None

**6. Question Period**

None

## Minutes of Council Meeting

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

Resolution Number 234-22

Moved by Ted Strike

Seconded by Tom Burnette

**That** the minutes of the Regular Meeting of Council listed under item number 7 (a) on the Agenda be adopted (Regular Meeting of Council – June 27, 2022).

Resolution Carried

### 8. Awards/Delegations/Presentations

None

### 9. Public Meetings

None

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

None

### 11. Staff Reports

#### a) Vacation for Full and Part-Time Employees – Manager of Finance

Resolution Number 235-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**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.

Resolution Carried

#### b) Policy Revision – HR-ES-05: Recruitment, Selection & Hiring Management Officers for the Fire Department – Deputy Fire Chief

Resolution Number 236-22

Moved by Tom Burnette

Seconded by Chris Toner

**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.

Resolution Carried

#### c) ICIP Green Stream Grant Intake II – Clearwell #1 Replacement WFP – General Manager, Operations

Resolution Number 237-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**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.

Resolution Carried

## Minutes of Council Meeting

### d) Amend Off-Road Vehicle By-law 6647-16 – Town Clerk/ Deputy Clerk

Resolution Number 238-22

Moved by Ted Strike

Seconded by Chris Toner

**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.”

Resolution Carried

### 12. Committee Reports and Minutes

#### a) Inclusivity & Diversity Advisory Committee Minutes – June 2, 2022

Resolution Number 239-22

Moved by Ted Strike

Seconded by Lynn Grinstead

**That** Council receive the Inclusivity and Diversity Advisory Committee Meeting Minutes from June 2, 2022 as information.

Resolution Carried

### 13. Notice of Motions

None

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

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

- Craig Kelley will be the new Chief Administrative Officer/Clerk effective September 1, 2022. Mr. Kelley replaces Paul Moreau.
- The following retirements will be taking place at the County of Renfrew in the near future:
  - Andy Cowan -Information Technology will retire July 29, 2022;
  - Paul Moreau – CAO will retire August 31, 2022
  - Debbie Nash – Payroll will retire September 30, 2022
- County of Renfrew Paramedics Services Commendation Awards were presented to Karen Simpson, of Arnprior Regional Health, whose support and involvement in RCVTAC is well known. Also receiving this award was one of our local Doctor’s, Dr. Jonathan Fitzsimon.
- At the last County Council meeting the delegations included:
  - Bonnie Schryer, family peer support with Parents Lifeline of Eastern Ontario (PLEO) highlighted the services available to families throughout Renfrew County through the organization which was created for parents by parents. For more information about the services available, visit [www.pleo.on.ca](http://www.pleo.on.ca). This information is included in the information package.’

## Minutes of Council Meeting

- Steve Boland, Co-Chair of the Shaw Woods Outdoor Education Centre, provided an update on the activities at the Centre, which is located on County Road 9 (Bulger Road) in North Algona Wilberforce Township. This centre maintains undisturbed forest areas as living examples of old growth forests available for study and appreciation of their unique cultural and scientific values. Open 365 days a year and well worth the visit. Has the only alligator canoe in Ontario.
- Karen Black, CPA, Partner, Scott Rosien Black and Locke, Chartered Accountants presented the 2021 Auditor's Report for the County of Renfrew. Of note that after 40 years of providing this service, due to staff shortages they will not be the our auditors for 2022.
- County Council approved emergency structural repairs of roof balconies at 63 Russell St., Arnprior in the amount of \$210,300.
- Our Madawaska Bridge still owes \$4,472,961 with the final payment being on June 15, 2031.
- County WSIB payments increased by \$6 million due to Post Traumatic Stress Disorder.
- The County's Ontario Winter Games Committee will issue tax receipts for any donations to the games.
  - County has requested municipalities to forward their "Volunteer Policy" to the Winter Games Committee.
- The Town continues to grow. From Jan – May 2022 County approved 37 new lots.
- County property between John Street and Meehan Street will be landscaped beside the Algonquin Trail for a new park.

### 15. Correspondence & Petitions

#### a) Correspondence Package – I-22-JULY-13

Resolution Number 240-22

Moved by Tom Burnette

Seconded by Ted Strike

**That** the Correspondence Package Number I-22-JULY-13 be received as information and filed accordingly.

Resolution Carried

County Councillor Dan Lynch noted the following:

- Page 3 -. Ontario's rent increase guideline for 2023 is 2.5 per cent, which is below the current rates of inflation.
- Page 6 - The cost of gas was down at the pumps. Ontario government has cut the gas tax by 5.7 cents per litre and the fuel tax by 5.3 cents per litre. This is only until December 2022.
- Page 9 - Ministry of Children, Community and Social Services has amended the Assistance for Children with Severe Disabilities Regulation to increase the financial assistance from the current maximum of \$500-per-month to \$550-per-month.
- Page 11 - To create a greater housing supply across the province, the Ontario government is amending Ontario's Building Code to allow for municipalities to design and administer their own building inspector internship programs at a time when the profession is facing labour supply shortages.

## Minutes of Council Meeting

- In response to County Councillor Lynch the CAO noted at this time we are handling our staffing in house but will keep this in mind for the future.
- Page 12 - The Ministry of the Solicitor General is updating standards of care that will add protections for dogs that are kept outdoors. These standards set out more comprehensive care requirements related to access to shelter and shade, food and water, grooming and nail care, health and welfare maintenance, and the use of tethering.
- Page 12 - As discussed at last Council meeting The Ontario government has introduced a firefighter certification regulation under the Fire Protection and Prevention Act that establishes mandatory minimum certification standards for firefighters according to the fire protection service they perform. This will help ensure that firefighters across the province have a more consistent level of training.
- Page 32 - Federal Health Minister Jean-Yves Duclos has stated that Canadians will be required to get a COVID shot every nine months for the foreseeable future, because there is no possibility to be fully vaccinated.
- Page 40 - Gender-responsive Public Budgeting Online Course - This course provides the basics on gender responsive budgeting, including identifying gaps and inequalities between men and women in the provision of services and considering measures to promote equality. The course is available in English and French.
  - In response to County Councillor Lynch the CAO noted that we are looking into this opportunity.

### **b) Correspondence Package A-22-JULY-09**

Resolution Number 241-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**That** the Correspondence Package Number. A-22-JULY-09 be received, and that the recommendations outlined be brought forward for Council's consideration.

Resolution Carried

Resolution Number 242-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**That** the Council of the Corporation of the Town of Amprior receive the resolution from the Municipality of Brighton regarding a request for a change to the Amber Alerting System to include a new "Draven Alert".

**Whereas** the Ontario Amber Alert is a warning system that quickly alerts the public of a suspected abduction of children who are in imminent danger;

**And Whereas** the goal is to broadcast as much information about the child, the abductor and suspect vehicles as quickly as possible so that the public can respond with any relevant information that might lead to the child's safe return;

**And Whereas** people are encouraged to share the Amber Alert with as many people as possible. If a child or vulnerable person is abducted, spreading the information quickly is critical to their safe return;

# Minutes of Council Meeting

**And Whereas** an Amber Alert makes the Public aware to keep an eye out for the child, vulnerable person, suspect and the vehicle described, in the alert. If they spot them, try to gather as many details as they can, including the specific location where they saw them, the time, the direction they were travelling in and any other identifying details that will help to locate them;

**And Whereas** an Amber Alert gives citizens instructions to call 9-1-1 or the phone number included in the alert immediately if they have a trip or a sighting related to an Amber Alert;

An Amber Alert will only be activated if:

- The police have confirmed that an abduction has taken place; and
- There is reason to believe the victim is in danger of serious physical injury, and there is information available that, if broadcast to the public, could assist in the safe recovery of the victim.

**And Whereas** it is essential to remember that an Amber Alert is not always appropriate in every circumstance and that their continued effectiveness depends on ensuring that they are only used in cases that meet the above criteria;

**And Whereas** the recent tragic death of 11 year old Draven Graham showed that the Amber Alert system is flawed when it comes to vulnerable children who can go missing but are not abducted;

**And Whereas** at the time this motion was written, there have been almost 75,000 citizens who had signed a petition on Change.org requesting that a Draven Alert be created;

**And Whereas** it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death;

**Therefore be it resolved that** the Town of Arnprior and its Council supports the Municipality of Brighton by endorsing the following:

1. That the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the Amber Alert system and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.
2. That this motion be sent to all municipalities in Renfrew County, MPP John Yakabuski, the Minister of the Solicitor General, the Commissioner of the Ontario Provincial Police, Premier Doug Ford, and the Association of the Municipalities of Ontario (AMO).

Resolution Carried

## 16. By-laws & Resolutions

### a) By-laws

Resolution Number 243-22

Moved by Lynn Grinstead

Seconded by Chris Toner



## Minutes of Council Meeting

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

- 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
- ii. **By-law Number 7319-22** – Adopt Policy Revision HR-ES-05 Recruitment, Selection & Hiring Management Officers for the Fire Department
- iii. **By-law Number 7320-22** – Authorize Transfer Payment Agreement ICIP Green Stream Grant Intake II – Clearwell#1 Replacement WFP
- iv. **By-law Number 7321-22** – Amend ORV By-law 6647-16
- v. **By-law Number 7322-22** – Part Lot Control – Fairgrounds Block 81

Resolution Carried

### 17. Announcements

County Councillor Dan Lynch made the following announcements:

- The Arnprior Dragon Boat Festival has been cancelled for this year.
- Thank you to the Director of Recreation and his staff for a great Canada Day celebration, and thank you to the Library for bringing out Curby to the event.
- The Arnprior Agricultural Society is hosting the first annual Valley Agricultural Festival at the Arnprior Airport from July 29-31, 2022.
- Ed Levesque, a resident of Arnprior, will turn 102 tomorrow. I want to wish him a very special happy birthday.

### 18. Media Questions

None

### 19. Closed Session

None

### 20. Confirmatory By-Law

Resolution Number 244-22

Moved by Tom Burnette

Seconded by Ted Strike

**That** By-law No. 7323-22 being a By-law to confirm the proceedings of the Regular Meeting of Council held on July 11, 2022 be and it is hereby enacted and passed.

Resolution Carried

### 21. Adjournment

Resolution Number 245-22

Moved by Ted Strike

Seconded by Lynn Grinstead

**That** this meeting of Council be adjourned at 7:17 pm.

Resolution Carried

### Signatures

Lisa McGee, Deputy Mayor

Maureen Spratt, Town Clerk



**Minutes of Special Council Meeting  
August 3, 2022  
8:30 AM  
Electronic Participation – Via Zoom**

**Council and Staff Attendance**

**Council Members Present:**

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

**Town Staff Present:**

Robin Paquette, CAO  
Maureen Spratt, Town Clerk  
Kaila Zamojski, Deputy Clerk  
John Steckly, General Manager, Operations

**Council Members Absent:**

Councillor Lynn Grinstead

**1. Call to Order**

Mayor Walter Stack called the Regular Council Meeting to order at 8:30 AM and welcomed those present.

**2. Roll Call**

The roll was called, with all Members of Council being present, except Councillor Lynn Grinstead.

**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 246-22

Moved by Chris Toner

Seconded by Dan Lynch

**Be It Resolved That** the agenda, for the Special Meeting of Council dated Wednesday, August 3, 2022, be adopted.

Resolution Carried

**5. Disclosures of Pecuniary Interest**

Councillor Lisa McGee declared the following pecuniary interest:

## **Minutes of Special Council Meeting**

"I Councillor Lisa McGee have a pecuniary interest in Item Number 7 – Motion to Reconsider Past Decision – Application to Municipal Grant – Greater Arnprior Seniors Council (GASC), due to the proximity of the proposed project to my home."

### **6. Staff Report**

#### **a) Pre-Servicing Marshall's Bay Meadows – General Manager, Operations**

Resolution Number 247-22

Moved by Lisa McGee

Seconded by Tom Burnette

That Council approve a request from Marshall's Bay Regional Inc. to allow for pre-servicing construction of Phase 3 and 4a, SWM Pond 2, pump station, and offsite roadway modification on the lands subject to Subdivision Application 47-T-14002, Marshall's Bay Meadows, subject to the requirements outlined in this report.

Resolution Carried

Councillor Lisa McGee stepped away from the Council table at 8:39 am.

### **7. By-law(s) & Resolutions**

#### **Motion to Reconsider Past Decision**

Resolution 200-22 (adopted June 13, 2022) was put on the floor of Council for reconsideration:

Resolution Number 248-22

Moved by Dan Lynch

Seconded by Ted Strike

That Council reconsider Resolution Number 200-22.

Resolution Carried

Resolution Number 249-22

Moved by Dan Lynch

Seconded by Tom Burnette

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

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

Resolution Amended

Resolution Number 250-22

Moved by Dan Lynch

Seconded by Chris Toner

That Council Amend Resolution Number 249-22, to remove the words "from all other parties" from paragraph two.

Resolution Carried

## Minutes of Special Council Meeting

Resolution Number 251-22

Moved by Dan Lynch

Seconded by Chris Toner

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

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

Resolution Carried as Amended

Councillor Lisa McGee resumed her seat at the Council 8:42 am.

### 8. Closed Session

Resolution Number 252-22 (8:42 am)

Moved by Lisa McGee

Seconded by Tom Burnette

That Council move into Closed Session one (1) matter pursuant to the Municipal Act, 2001 Section 239 (2)(c)(f) a proposed or pending acquisition or disposition of land by the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Land Purchase).

Resolution Carried

Resolution Number 253-22 (8:54 am)

Moved by Tom Burnette

Seconded by Ted Strike

That Council resume to Open Session.

Resolution Carried

Resolution Number 254-22

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council authorize staff to proceed as directed in Closed Session.

Resolution Carried

### 9. Confirmatory Session

Resolution Number 255-22

Moved by Tom Burnette

Seconded by Ted Strike

**That** By-law No. 7324-22 being a By-law to confirm the proceedings of the Special Meeting of Council held on August 3, 2022 be and it is hereby enacted and passed.

Resolution Carried

## **Minutes of Special Council Meeting**

### **10. Adjournment**

Resolution Number 256-22

Moved by Chris Toner

Seconded by Dan Lynch

**That** this meeting of Council be adjourned at 8:55 am.

Resolution Carried

### **Signatures**

Walter Stack, Mayor

Kaila Zamojski, Deputy Clerk



## **Town of Arnprior Staff Report**

**Subject:** Community Risk Assessment

**Report Number:** 22-08-22-01

**Report Author and Position Title:** Rick Desarmia, Fire Chief

**Department:** Fire Department

**Meeting Date:** August 22, 2022

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### **Recommendations:**

That Council receive the 2022 Community Risk Assessment prepared by The Loomex Group for the Town of Arnprior as information.

### **Background:**

In May of 2018, the Ontario Government under the authority of the Fire Prevention and Protection Act, 1997 introduced Ontario Regulation 378/18: Community Risk Assessments.

As such every municipality, and every fire department in a territory without municipal organization, within the province of Ontario were mandated to do the following:

- (a) complete and review a community risk assessment as provided by the Regulation;  
and
- (b) use its community risk assessment to inform decisions about the provisions of fire protection services.

The compliance date for completion of the community risk assessment was identified as July 1, 2024.

Completion of the required community risk assessment by an outside agency was included in the Town's 2022 Capital Budget.

The Loomex Group was selected to complete the community risk assessment for the Town of Arnprior. The team at Loomex are a group of recognized industry professionals with over 150 years of combined leadership experience in the fields of municipal emergency and risk management, fire and life safety, public relation, business development, and aviation operations. The Loomex Group has assisted the Town on past projects such as the Town's Emergency Management Plan and the Fire Safety Plan for the Nick Smith Centre.

**Discussion:**

The community risk assessment is an evaluation tool prepared to assist the municipality to identify the Town's public safety risks from a fire service perspective and provide informed recommendations on strategies the Town can use to mitigate the identified risks. The community risk assessment was developed by following the guidelines of the Ontario Fire Marshal and Emergency Management Guidelines as required by O. Reg 378/18.

**Options:**

N/A

**Policy Considerations:**

Establishing and Regulating Bylaw  
Fire Prevention Policy  
Home Fire and Life Safety program

**Financial Considerations:**

N/A

**Meeting Dates:**

N/A

**Consultation:**

Fire Chief, Deputy Fire Chief, Captain/FPPO, OFMEM, Canada Census, MPAC, Town Planner, Chief Building Official, CAO.

**Documents:**

Town of Arnprior Community Risk Assessment 2022 prepared by the Loomex Group

**Signatures**

**Reviewed by Department Head:** Rick Desarmia

**Reviewed by General Manager of Client Services/Treasurer:** Jennifer Eve

**CAO Concurrence:** Robin Paquette

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



## **Town of Arnprior Community Risk Assessment**

Prepared by:

The Loomex Group  
925-550 Airport Road  
Peterborough, ON K9J 0E7  
705-775-5022  
loomex.ca

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## Executive Summary

The Arnprior Fire Department (Department) contracted The Loomex Group to conduct a community risk assessment (CRA) for the Town of Arnprior (the Town). The objective of the CRA was to identify and examine the Town's public safety risks from a fire services perspective and provide informed recommendations about ways the Town can mitigate those risks. The CRA's development followed the Ontario Fire Marshal and Emergency Management (OFMEM) guidelines.

The Loomex Group used the following considerations to develop the Town's CRA:

- The Town has a population of 9,629 residents
- The Town's population increased by 9.5 per cent from 2016 – 2021
- 23.6 per cent of the Town's current population is over the age of 65
- Current development could add 1,621 residential units in the Town
- The Town has a newer commercial area where the use of lightweight construction materials increases the level of risk
- The Town has an older downtown core where mixed-use buildings (commercial and residential) were built before the Ontario Building Code was introduced in 1975
- The Town's building stock is a mixture of residential housing (single-family dwellings, multi-residential buildings, and row housing) and higher density areas; the Town also has commercial and industrial areas
- The Town had an 8.1 per cent increase in residential units from 2016 to 2021, and almost 50 per cent of those units were built with lightweight construction materials; the proposed residential increase for the Town (noted above) will see a high percentage of newer units also built with lightweight construction materials
- The Town has five (5) vulnerable occupancies: one (1) hospital, three (3) long-term care homes, and one (1) group home. These occupancies require the Department's time and resources to ensure inspections are completed and the required annual fire drills are attended and audited
- The Town has several industrial manufacturing plants that increase the level of community risk
- In both 2017 and 2019, flooding occurred in the Town due to rising river levels
- A review of the past incidents and dollar loss that occurred within the Town over the last five (5) years
- A review of the inspections and violations that occurred within the Town over the last five (5) years

The Department's Fire Chief (Rick Desarmia), Deputy Chief (Cory Nicholas), and Fire Prevention Officer (Bob Smith) also provided valuable insights and information about the Town's risks and potential risks during the CRA's development.

There is a legislative requirement to review nine (9) community profiles when assessing community risk:

1. Geographic
2. Demographic
3. Economic
4. Building stock
5. Critical infrastructure
6. Community services
7. Public safety response entities
8. Past events and loss history
9. Hazards

Reviewing the above-noted community profiles was the first step in the CRA development process. The findings from these reviews helped The Loomex Group identify the specific hazards and risks present in the Town.

After reviewing the community profiles, The Loomex Group used a risk assessment tool to calculate a risk assessment score for the Town. The risk assessment score ranked the issues, concerns, and risks present within the Town. The Loomex Group used the risk assessment score, along with the information from the community profile reviews, to determine if the Department is meeting the community's current expectations. The Loomex Group also used the risk assessment score to estimate whether the Department will be able to continue providing an appropriate level of service to the Town in the future.

The final stage of the CRA development process involved creating a risk treatment plan (RTP) for each risk identified in the Town. The Loomex Group used the OFMEM Fire Safety Effectiveness Model, known as the "three lines of defence," as a guiding principle for developing the RTPs. The OFMEM model highlights the importance of recognizing the different options that are available for developing community fire safety. In the OFMEM model, the three lines of defence are public education and prevention, fire safety standards and enforcement, and emergency response. These three components involve the following measures:

1. Public education and prevention programs educate the community about how to be responsible for their life safety, such as by preventing fires.
2. Fire safety standards and enforcement programs ensure that all buildings have

the required fire protection systems in place and that these systems are maintained so that the risk and potential severity of fires are both reduced.

3. Emergency response programs ensure that fire departments have well-trained and equipped firefighters who can prevent injury or loss of life and can stop the spread of fires once they occur. Emergency response is the failsafe when either the prevention or code enforcement programs have failed.

Each RTP that The Loomex Group developed as part of the Town's CRA focuses on a single risk and provides the appropriate action the Town should take to manage that risk. Each identified risk is assigned at least one of the following actions: avoid, mitigate, share, transfer, or determine the acceptance of the risk. Along with the recommended action, each RTP includes a strategy for managing the identified risk.

The following list summarizes the risks that The Loomex Group identified in the Town, ranked in order of severity based on the scores determined by the risk assessment tool. Section 13.0 contains the hazard risk scoring methodology and the risk treatment plan for each identified hazard.

1. Fire in Residential Occupancy (High Risk – Score 102)
2. Human Health Emergency (High Risk – Score 102)
3. Fire/Explosion in Industrial Occupancy (High Risk – Score 100)
4. Weather Event (High Risk – Score 100)
5. Fire in Commercial Occupancy (High Risk – Score 100)
6. Fire/Explosion in Vulnerable Occupancy (High Risk – Score 92)
7. Road and Highway Emergency (Moderate Risk – Score 90)
8. Flood (Moderate Risk – Score 85)
9. Hazardous Materials Incident (Moderate Risk – Score 68)
10. Critical Infrastructure Failure (Moderate Risk – Score 65)
11. Forest/Wildland Fire (Low Risk – Score 60)
12. Power Generating Plant and Dam Failure (Low Risk – Score 26)

Figure 1 illustrates the risks present in the Town, ranked in order of their total risk score (highest to lowest).

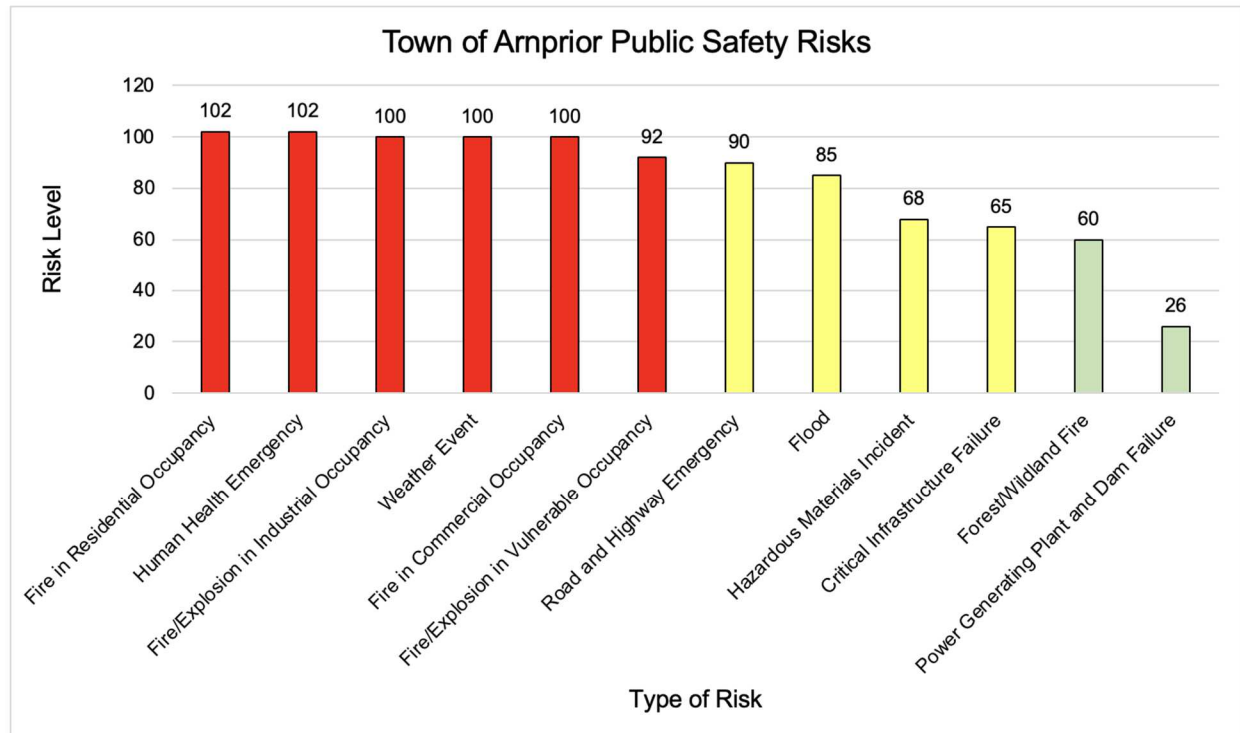


Figure 1: Town of Arnprior public safety risks.



## 1.0 Introduction

The objective of this CRA was to identify and examine the Town's public safety risks from a fire services perspective and provide informed recommendations about ways in which the Town can mitigate those risks. The CRA's development process followed the Ontario Fire Marshal and Emergency Management's (OFMEM) guidelines. Invaluable contributions from key members of the Department also greatly aided the CRA's development. The CRA was completed as part of an overall risk management strategy for the Town and is compliant with [Ontario Regulation 378/18: Community Risk Assessment \(O. Reg. 378/18\)](#).

As per O. Reg. 378/18, there are nine (9) mandatory community profiles that must be reviewed when assessing risks to public safety:

1. Geographic
2. Demographic
3. Economic
4. Building stock
5. Critical infrastructure
6. Community services
7. Public safety response entities
8. Past events and loss history
9. Hazards

The results of the community profile reviews assist with developing risk treatment plans. During the CRA's development, The Loomex Group created a separate RTP for each public safety risk identified in the Town.

The Town's CRA is a living document that must remain current. As the Town's needs and circumstances change, it should update its CRA to reflect those changes. In order to remain compliant with O. Reg. 378/18, the Town must review its CRA annually and ensure the entire CRA process is redone every five (5) years.

### 1.1 Context

Governing legislation defines risk as a measure of the likelihood and consequence of an adverse effect on health, property, organization, environment, or the community because of an event, activity, or operation. A CRA identifies the risks present in a community and thereby allows a fire department to make informed decisions about the types and levels of fire protection services required in its community.

Once fire and life safety risks are identified, they are prioritized based on two (2) factors:

1. The likelihood of the risks occurring
2. The potential impact on the community if the risks occur

Fire departments use the information gained by prioritizing risks to determine the best method for managing the risks in their communities. Risk assessments are vital tools that help fire departments structure their levels of service, develop programs and activities for public fire safety education, fire code inspections, and enforcement initiatives, and structure their emergency response capabilities to directly address the risks in their communities in ways that effectively mitigate those risks.

### **1.2 Approach and Methodology**

The Loomex Group assembled a project team (Loomex Team) composed of experts from the Fire Service, each with direct experience managing fire services departments, to conduct the Town's CRA.

The Loomex Team's approach and methodology for developing the CRA included:

- A background review of documents and maps
- Direct observation of the environment
- Engagement sessions with the Department's staff

The Loomex Team also spent time in the community to observe and review all areas and aspects of the Town from a first-hand perspective to verify the accuracy of the information used to identify the Town's risks.

While reviewing data is an essential part of developing an informed CRA, The Loomex Group believes that stakeholder engagement is also a primary component of the CRA development process. The Loomex Group prides itself on ensuring that every project the company completes allows the client's needs to be heard and understood. While developing the Town's CRA, the Loomex Team met with the Department's Fire Chief, Deputy Chief, and Fire Prevention Officer. The contributions made by the Department members were vital to the CRA's development and content.

The cumulative information The Loomex Group obtained from the review, assessment, and engagement sessions formed the basis of this CRA.

## 2.0 Ranking Public Safety Risks

### 2.1 Prioritizing Risks

Ranking and prioritizing risks helps fire and emergency services providers estimate the likelihood of a fire or other emergency occurring in their communities. Should a fire or emergency event occur, the consequences of not having taken steps to assess community risks can include the loss of life, the loss of property, and other adverse effects. By ranking the occurrence of identified risks as low, moderate, or high, the Town can prioritize and develop mitigation strategies for overall risk management if a fire or other emergency occurs. Table 1 summarizes the different levels of risk (based on the likelihood of occurrence).

Table 2 summarizes the different levels of consequence.

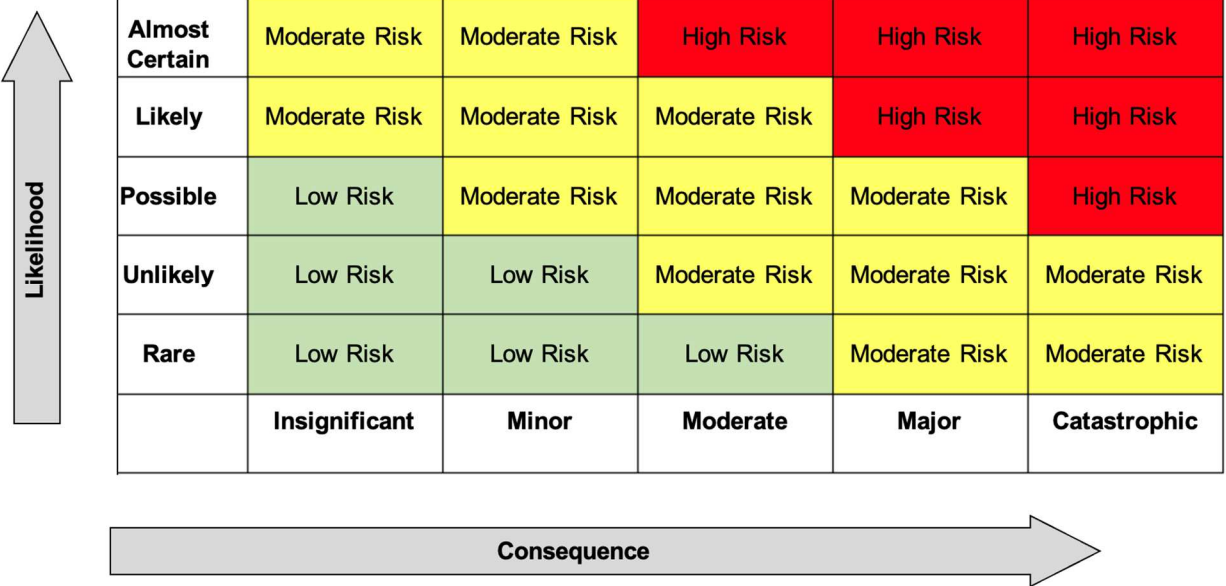
Table 1. Likelihood levels of a risk occurring.


Degree of Likelihood	Specifics
Rare	<ul style="list-style-type: none"><li>• May occur in exceptional circumstances</li><li>• No incidents in the past 15 years</li></ul>
Unlikely	<ul style="list-style-type: none"><li>• Could occur at some time if circumstances significantly change</li><li>• Five to fifteen (5-15) years since the last incident</li></ul>
Possible	<ul style="list-style-type: none"><li>• Might occur under current circumstances</li><li>• One (1) incident in the past five (5) years</li></ul>
Likely	<ul style="list-style-type: none"><li>• Will probably occur at some time under current circumstances</li><li>• Multiple or recurring incidents in the past five (5) years</li></ul>
Almost Certain	<ul style="list-style-type: none"><li>• Expected to occur in most situations, unless circumstances change</li><li>• Multiple or recurring incidents in the past year</li></ul>

Table 2: Consequence levels of a risk after it occurs.

Degree of Consequence	Specifics
Insignificant	<ul style="list-style-type: none"> <li>No life safety issue</li> <li>Limited value or no property loss</li> <li>No impact on the local economy</li> <li>No effect on general living conditions</li> </ul>
Minor	<ul style="list-style-type: none"> <li>Potential risk to the life safety of residents</li> <li>Minor property loss</li> <li>Minimal disruption to business activity</li> <li>Minimal impact on general living conditions</li> </ul>
Moderate	<ul style="list-style-type: none"> <li>A threat to the life safety of residents</li> <li>Moderate property loss</li> <li>Poses a threat to small local businesses and/or could pose a threat to the quality of the environment</li> </ul>
Major	<ul style="list-style-type: none"> <li>Potential for a massive loss of life</li> <li>Would result in significant property damage</li> <li>Significant threat to large businesses, local economy, and tourism</li> <li>Causes an environmental impact that results in a short-term, partial evacuation of residents and businesses</li> </ul>
Catastrophic	<ul style="list-style-type: none"> <li>Significant loss of life</li> <li>Property damage to a significant portion of the Town</li> <li>Long-term disruption of businesses, local employment, and tourism</li> <li>Causes environmental damage that results in the long-term evacuation of residents and businesses</li> </ul>

Figure 2 illustrates the risk level matrix The Loomex Group used to determine the level of community risk in the Town. The risk level matrix works by combining the factors of likelihood and consequence to calculate a total risk level.



 Likelihood	<b>Almost Certain</b>	Moderate Risk	Moderate Risk	High Risk	High Risk	High Risk
	<b>Likely</b>	Moderate Risk	Moderate Risk	Moderate Risk	High Risk	High Risk
	<b>Possible</b>	Low Risk	Moderate Risk	Moderate Risk	Moderate Risk	High Risk
	<b>Unlikely</b>	Low Risk	Low Risk	Moderate Risk	Moderate Risk	Moderate Risk
	<b>Rare</b>	Low Risk	Low Risk	Low Risk	Moderate Risk	Moderate Risk
		<b>Insignificant</b>	<b>Minor</b>	<b>Moderate</b>	<b>Major</b>	<b>Catastrophic</b>




Figure 2: Risk level matrix used to determine the level of community risk in the Town.

### 3.0 Geographic Profile

A geographic profile examines a community's physical features, including the nature and placement of its highways, waterways, railways, canyons, bridges, landforms, and wildland-urban interfaces. A community's physical characteristics are reviewed as part of a CRA because they may pose risk implications that could impact fire services access or response times.

Figure 3 presents a map of the Town, showing its proximity to notable roadways and bodies of water. Figure 4 depicts a view of the Macnamara Nature Trail.

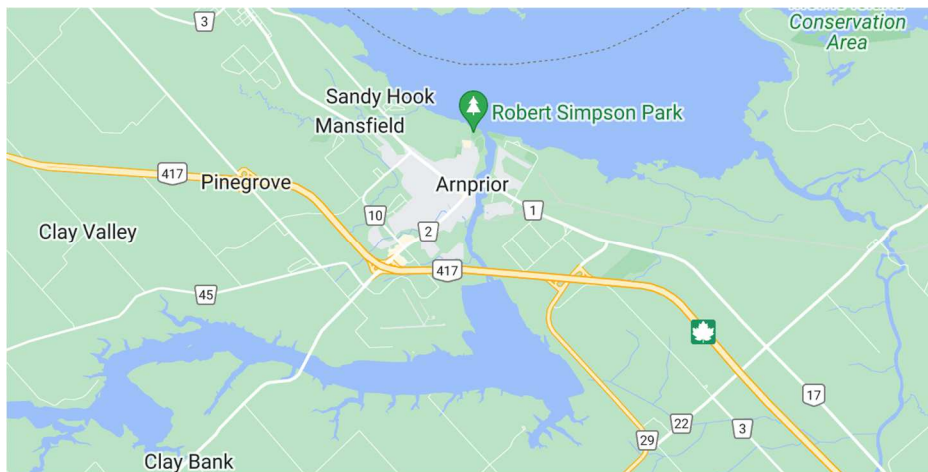


Figure 3: Map of the Town (source: Google Maps).

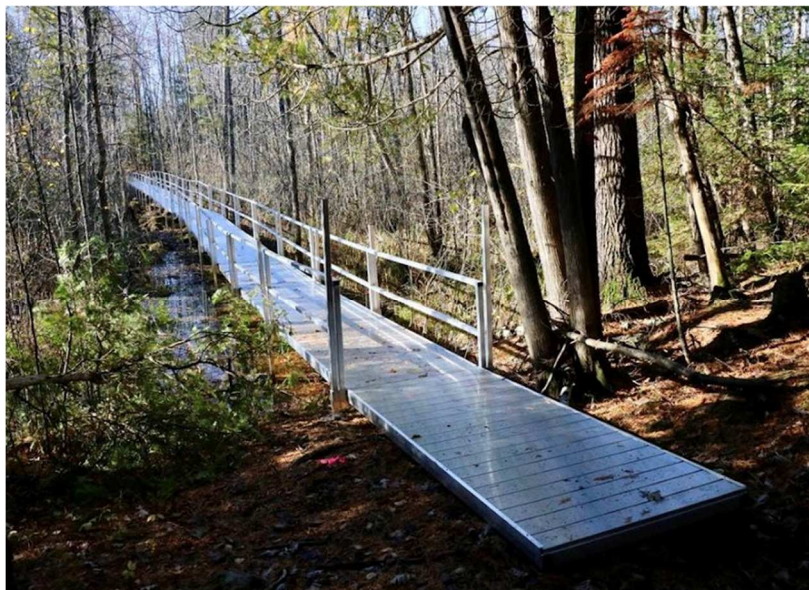


Figure 4: View seen from the Macnamara Nature Trail (source: Google Maps).

### 3.1 Risks Identified by the Geographic Profile

Table 3 summarizes the Town's main geographic features, indicating if these geographic features impact the different components that factor into the delivery of the Town's fire services.

Table 3. Geographic profile: risk summary.

Geographic Feature	Training & Equipment Response Impacted?	Response & Travel Times Impacted?	Station Location Impacted?	Response Protocols Impacted?
Provincial highways	✓	✓		
Town of Arnprior roads network	✓	✓		
Bridges		✓		
Downtown core	✓		✓	✓
Ottawa River	✓	✓		✓
Madawaska River	✓	✓		✓
Hydro One dam	✓	✓		✓
Railway (spur line)	✓			✓
Trail system (railway beds)	✓	✓		✓
Airport flight path	✓			✓
Mobile home park (well and septic)	✓			✓
Propane storage	✓			✓



## 4.0 Demographic Profile

A demographic profile considers a community's population in terms of its size, distribution, age, gender, cultural background, education level, and socioeconomic makeup.

The information used to develop the demographic profile for the Town's CRA is primarily from the [2016 Statistics Canada \(StatCan\) Census](#). The [2021 Statistics Canada \(StatCan\) Census](#) provided information about the Town's population and the Town's number of private dwellings. The Department provided supplementary information and resources as needed.

When it develops public safety education and prevention programs, implementation strategies, and resources, the Department must ensure it considers and respects the community demographics and target audiences this profile identifies.

### 4.1 Population

According to the 2021 StatCan Census:

- The Town has a population of 9,629 residents
- The Town's population increased by 9.5 per cent from 2016 to 2021
- The Town's population density is 738.5 people per square kilometer, and the land area is 13.04 square kilometers

### 4.2 Age Demographics and Age Distribution

Table 4 compares the age distribution in the Town to the provincial average. This table illustrates that, according to the 2016 StatCan Census, the Town of Arnprior has fewer residents in the age 15 to 64 demographic compared to the Province of Ontario, with a difference of 5.7 per cent.

Conversely, the Town of Arnprior's demographic for people aged 65 to 85 is greater than the Province of Ontario's, with a difference of 6.9 per cent. The Town's age demographic for people aged 85 years and older is also greater than the Province of Ontario, with a difference of 1.5 per cent.

The numbers in Table 4 indicate that the Town's population is skewed towards an older demographic of 65 years and older. However, taking into consideration the Town's population growth over the last five years (a growth of 9.5 per cent) and the new and proposed residential dwelling development in the Town, the numbers may change to higher percentages in the 0 to 14 years and 15 to 64 years demographics as younger families are attracted to the Town and its amenities.

Table 4: Age distribution in the Town compared to the Province of Ontario.

Age Range	Town of Arnprior	Province of Ontario
0 to 14 years	15.3%	16.4%
15 to 64 years	61.1%	66.8%
65 years and over	23.6%	16.7%
85 years and over	3.7%	2.2%
<b>Average Age</b>	<b>45.0</b>	<b>41.0</b>
<b>Median Age</b>	<b>47.7</b>	<b>41.3</b>

### 4.3 Demographic and Cultural Considerations

There are two (2) essential factors to consider when developing services and programs for a community: language and community culture.

Regarding language, the Town of Arnprior is a predominately English-speaking community, with 93.4 per cent of the total population identifying as English as a first language, and 4.2 per cent of the Town's total population identifies as French as a first language. The remainder of the Town's population (at 2.4 per cent) identified as speaking a first language other than English or French.

In terms of cultural considerations, the median age of the Town's population is 47.7 years, and its population of persons aged 65 and over is 6.9 per cent higher than the provincial average. The combination of Baby Boomer generation residents and a high number of seniors living either independently or in one of the community's seniors' residences or assisted living facilities accounts for the Town's higher percentage of older residents.

It is important for the Town to note the number of its residents in the older age group demographics. Often, it is more difficult to introduce fire prevention messaging and education initiatives to older age groups because they have a set of established practices and beliefs and are unfamiliar with non-traditional methods of communication, such as social media. Nevertheless, the Department should look for ways to ensure that all of the Town's residents receive fire prevention messaging, as such measures help protect life safety. The Department must also ensure that it completes all required inspections in the Town's vulnerable occupancies. Furthermore, the County of Renfrew owns and operates several high-density non-profit and community RGI housing units within the Town of Arnprior. Fire prevention messaging and public education that engages the community will also enhance the life safety of the residents in these dwellings.

#### 4.4 Level of Education

Table 5 compares the level of education of the Town's residents aged 25 to 64 to the provincial average. The information in this table is based on the findings of the 2016 StatCan Census.

Table 5: Education levels of Town residents compared to the Province of Ontario.

Education Level	Town of Arnprior	Province of Ontario
No Certificate	10.6%	10.4%
High School	30.2%	24.5%
Some Post-secondary	59.1%	65.1%

#### 4.5 Socioeconomic Makeup

Most of the Town's 9,629 residents are above the low-income cut-off point.

As identified in the 2016 StatCan Census, the Town has 7,160 residents over the age of 15. The Town's total number of income recipients in 2015 was 6,955. The median household income in 2015 was \$61,810, and the median after-tax income was \$55,138; this is compared to the provincial median of \$81,480 household income before taxes. In 2015, the number of persons in the low-income bracket was 1,395, which represented 16.4 per cent of the Town's population. Over the same time, the Town's unemployment rate was 7.8 per cent compared to the provincial average of 7.4 per cent.

#### 4.6 Transient and Seasonal Population

There are two (2) main sources that account for the Town's transient and seasonal population. The first source is the proximity to the National Capital Region and Highway 417, which make Arnprior a yearly tourist stop. The second source is the number of recreational and cultural activities held in the Town. Arnprior hosts many events that draw people to the Town, including sporting events, tournaments, and festivals.

The Town also has two (2) beaches, a marina, and numerous parks that offer daytime recreation. The Algonquin Trail, the Macnamara Trail and other walking trails bring visitors to the Town year-round.

There are four (4) hotels/motels in the Town, and two (2) licensed bed and breakfasts.

#### 4.7 Other Demographic Considerations

The Town's vulnerable occupancies also account for several vital demographic considerations:

- The Town has four (4) vulnerable occupancies (B3) with a total capacity of 279 residents. The Arnprior Regional Health Centre (Hospital B2) has 44 care beds

- There are four (4) licensed daycare centres, two of which are housed in a shared space with an elementary school, and two are standalone facilities with a total of 398 spaces available
- The Town has five (5) community and assisted living (C) residences, with a total of 14 residents, many of whom require assistance from staff to evacuate in the event of an emergency
- There are five (5) schools (A2), four (4) elementary schools, and AJ Charboneau Public School with 229 students and 36 staff, St John XXIII Catholic School with 275 students and 36 staff, Walter Zadow Public School with 404 students and 40 staff, St Joseph's Catholic School with 497 students and 58 staff, and Arnprior District High School with 625 students and 55 staff

#### 4.8 Risks Identified by the Demographic Profile

Table 6 summarizes the Town's demographic groups and the fire and emergency risks most likely to affect each group.

Table 6: Demographic profile: risk summary.

Demographic	Issues/Concerns
<p>Seniors</p> <p>- 23.6 per cent of the Town's population is over the age of 65</p>	<ul style="list-style-type: none"> <li>• Ensuring smoke alarms are working and maintained</li> <li>• Physical concerns about members of this demographic having the ability to exit a building</li> <li>• Education about fire safety and other emergencies (both this group's existing knowledge and the difficulty of providing new education to them)</li> <li>• The ability of seniors to make their homes fire safe</li> <li>• COVID-19 has impacted fire prevention/education programs</li> </ul>
<p>Vulnerable Occupancies</p> <p>- There are four vulnerable occupancies (B3) with a total capacity of 279 residents; Arnprior Regional Health Centre (Hospital B2) with 44 care beds, and community and assisted living residences</p>	<ul style="list-style-type: none"> <li>• Ensuring staff are trained in evacuation procedures</li> <li>• Ensuring these facilities are compliant with implementing duties as outlined in their fire safety plans</li> <li>• Ensuring these facilities are following the Ontario Fire Code's requirements and meeting NFPA standards takes a great deal of the Department's time and resources</li> </ul>
<p>Education</p> <p>- There are four elementary schools with a total of 1,405</p>	<ul style="list-style-type: none"> <li>• Ensuring compliance with implementing duties as outlined in the fire safety plan</li> <li>• Education about fire safety and other emergencies</li> </ul>

Demographic	Issues/Concerns
students and 170 staff, and Arnprior District High School with 625 student and 55 staff	<ul style="list-style-type: none"><li>• COVID-19 has impacted fire prevention/education programs</li></ul>

## 5.0 Economic Profile

An economic profile examines the factors that influence a community's local economy and the potential impact(s) the loss of those factors would have on the community. This profile considers economic information from an overall public safety perspective.

The Town's proximity to Ottawa attracts many people who work outside of the Town, and this trend is seen in the number of new developments being built to accommodate families who may be working elsewhere.

In terms of employment, several manufacturers, retail establishments, and restaurants provide jobs in the Town. There are also Town and government services facilities that provide employment opportunities. The Town's hospital, medical services, and other vulnerable occupancies also contribute to the number of jobs available in Arnprior.

### 5.1 Tourism

The Town of Arnprior is located between the National Capital Region and the Ottawa Valley, which provides easy access to Highway 417. The Town's proximity to Ottawa and its many attractions offers visitors and residents alike access to entertainment and events as well as access to the natural beauty and recreational activities found within Arnprior. Arnprior has four (4) hotel/motels to accommodate visitors, and two (2) licensed bed and breakfasts.

Arnprior has a shopping area along its main corridor. The Town's picturesque downtown core has many shops and restaurants and is home to the Arnprior and District Museum and Gillies Grove and House National Historic Site. The many events hosted by the Town throughout the year include music festivals, hockey tournaments, bonspiels, and trade shows.

Arnprior's recreational facilities include the Nick Smith Centre, which has two (2) ice pads and an indoor pool. The Town also has three (3) ball diamonds, a curling rink, three (3) outdoor skating rinks, a marina, and two (2) municipal beaches, one of which has a splash pad. Four (4) trails run through the Town, three of which restrict the use of motorized vehicles and one which allows motorized vehicles and other activities. The Town also has 14 parks of varying sizes.

Arnprior Airport, located south of and adjacent to the Town, serves general aviation traffic, including private pilots and aircraft. Aviation fuel is available by appointment.

The organization Communities in Bloom has recognized Arnprior as the top community in its class.

## 5.2 Agriculture

There are two (2) agricultural operations within the Town, and the Arnprior Agricultural Society hosts an annual agricultural fair on property owned by the Arnprior Airport.

## 5.3 Businesses

The Town's downtown core is the heart of the community. There are several annual events and festivals that take place in the downtown core that draw tourists to the Town.

The downtown core also provides a modest number of jobs in the area.

## 5.4 Industrial Businesses

Several industrial businesses within the Town provide services and jobs for the area.

## 5.5 Risks Identified by the Economic Profile

An economic profile also examines risks present to the industrial and commercial occupancies that provide significant economic production/jobs in a community. This profile considers the likelihood of risk occurrence, risk consequence level, and overall risk level in order to determine what risks are being posed to public safety.

Table 7 summarizes the risks pertaining to the Town's economic profile.

Table 7: Economic profile: risk summary.

Identified Occupancy	Key Risk	Likelihood	Consequence	Risk Level
Downtown Core Retail/Residential Space	Fire	Likely	Major	High
Vulnerable Occupancies	Fire/Explosion	Likely	Major	High
Residential Occupancies	Fire/Explosion	Likely	Minor	Moderate
Retail Shopping Centres	Fire	Likely	Moderate	Moderate
Industrial Occupancies	Fire/Explosion	Possible	Moderate	Moderate
Hotels/Motels	Fire	Possible	Moderate	Moderate
Schools	Fire/Explosion	Rare	Moderate	Low

## 6.0 Building Stock Profile

A building stock profile examines the types and numbers of building stock within a community. This profile looks at the number and age of buildings and their uses, as per major occupancy classifications in the Ontario Building Code (OBC). Reviewing a community's building stock and its importance to the community helps identify potential risk concerns. A review of this profile also helps provide information for developing programs and activities to address public safety risks such as fires, explosions, and structural failures.

The Department provided the Loomex Team with a list of the Town's building stock as follows:

- Group A: 59
- Group B: 6
- Group C: 4,753
- Groups D & E: 128
- Group F: 28

A more detailed summary of the Town's building stock is provided in Tables 11-16.

Regarding building stock, the OFMEM requires all buildings constructed with lightweight construction materials to be identified. Having this data provides additional information for developing community risk assessments. The Town must ensure it has detailed building stock information for when it comes time to perform the annual CRA review so that the document remains current. See Appendix B for a copy of Fire Marshal Directive 2022 – 001, which pertains to lightweight construction materials.

The Town's downtown core includes sections of John Street North, Madawaska Street, and Renfrew County Road 1. Because the Town's downtown core contains building stock constructed before the introduction of the Ontario Building Code in 1975, there is an increased risk of fires occurring and causing significant damage to the area. The reason there is a higher risk is that buildings constructed before 1975 do not have the same life safety systems and equipment in place as buildings that were constructed after 1975 (when the OBC's requirements came into effect). The age and type of residential buildings (multi-residential, single-family dwelling, and town/row houses) and commercial buildings (industrial, retail, and commercial buildings) greatly affect the likelihood and consequences of fire.

Table 8 summarizes the percentage of the Town's building stock constructed since 1960 and compares this information with the provincial average over the same period.



Table 8: Percentage of the Town's building stock constructed since 1960.

Year	Town of Arnprior	Province of Ontario
1960 or before	35.4%	25%
1961 to 1980	22.2%	28%
1981 to 1990	13.4%	13.7%
1991 to 2000	8.4%	12%
2001 to 2005	4.3%	7.6%
2006 to 2010	7.6%	7.1%
2011 to 2016	8.8%	6.4%
2016 to 2021	8.1%	5.9%

## 6.1 Residential Housing

The Town's housing stock primarily consists of single-family dwellings (2,140). There is also a large number of multi-unit apartment building units (1,344) and high-density areas of row housing units (697). There are five (5) group homes in the Town.

According to the 2016 StatCan Census, the average value of a dwelling in the Town is \$270,369, compared to the provincial average of \$506,409.

**Error! Reference source not found.** summarizes the Town's proposed future developments.

Development	Singles	Semi-detached	Row	Apartment Units	Status
Callahan Farms	90	2	281	0	Registered (phases 2 and 3 are under construction).
Marshall's Bay Meadows	98	124	125	156	Phases 1 and 2 are registered, under construction; phases 3 – 5 are draft approved.

Development	Singles	Semi-detached	Row	Apartment Units	Status
Fairgrounds	42	82	28	0	Registered; construction nearing completion.
Sawmill Flats	0	0	0	118	Under construction.
Baskin Drive	0	0	24	64	Draft approved.
White Lake Road	138	22	112	0	Currently under appeal.
West Haven Gate	51	4	38	22	Application received and currently in review process.
Total	419	234	608	360	1,621 potential units.

## 6.2 Inspections

Ontario Regulation 365/13 – Mandatory Assessment of Complaints and Requests for Approval requires that fire safety assessments and inspections be undertaken (if necessary), as directed by the Fire Marshal, for:

1. Every building for which a fire safety complaint is received; and
2. Every building for which a request for assistance to comply with the Fire Code is received and the involvement of the Chief Fire Official is required.

Other regulations that govern the type and frequency of building inspections are:

- Ontario Regulation 364/13, Mandatory Inspections – Fire Drill in Vulnerable Occupancy: requires that fire safety assessments, inspections and fire drills be conducted on an annual basis
- Ontario Fire Code Section 2.8.2 – Occupancies that require a Fire Safety Plan: requires the applicable occupancies to have a fire safety plan prepared, approved, and implemented in buildings and premises

- Ontario Fire Code Section 2.13 – installations of smoke alarms, and Section 2.16 – installations for carbon monoxide alarms: requires that a smoke/CO program (which includes inspections and enforcement) shall be in place

From a regulatory perspective, the Municipal Building Department maintains compliance with the OBC. While building owners must comply with the OBC, there is nothing to trigger compliance inspections unless building permits are required or issued.

By performing inspections, the Department is taking steps to actively reduce the risk of fire and fire loss in the community. Additionally, by completing inspections (either by request or complaint), the Department is currently meeting its compliance requirements. Annual and licensing inspections, such as those conducted for vulnerable occupancies, are completed by the Department, and the files are resolved in a timely manner. The Town of Arnprior Council (Council) adopted a fire prevention policy for the Town dated November 25, 2013. The fire prevention policy sets the standards and frequency of the Department's inspections. As per the terms of the fire prevention policy, the Department currently meets the minimum level of service required under the FPPA.

The Town also has a home and life safety program (HFLSP) for residential smoke alarm/CO inspections. The Department completed 500 such inspections from 2017 to 2021. The Department's goal is to complete 250 residential smoke alarm/CO inspections annually. The COVID-19 pandemic forced the cancellation of this program in 2020 and 2021.

The Department electronically tracks its inspections and can provide statistics about each of its completed inspections. The tracked statistics include the occupancy type and the reason(s) each inspection was conducted, as summarized in Table 9 and Table 10.

Table 9: Inspection by occupancy type for the years 2017 – 2021.

Year	Commercial	Multi-Residence	Mixed-Use	Vulnerable Occupancies	Other	Totals
2017	16	12	2	9	54	93
2018	7	14	1	9	30	61
2019	12	18	7	11	49	97
2020	4	9	3	6	43	65
2021	4	18	1	6	44	73
<b>Total</b>	<b>43</b>	<b>71</b>	<b>14</b>	<b>41</b>	<b>220</b>	<b>389</b>

Table 10: Reason for inspection for the years 2017 – 2021.

Year	Complaint	Owner Request	Sale Request	Routine	Licensing	Totals
2017	7	43	0	25	18	93
2018	10	22	0	20	9	61
2019	13	41	0	27	16	97
2020	5	33	0	17	10	65
2021	7	40	0	16	10	73
<b>Total</b>	<b>42</b>	<b>179</b>	<b>0</b>	<b>105</b>	<b>63</b>	<b>389</b>

Table 11 summarizes the number of violations that were noted and the number of notices the Department issued for the years 2017 – 2021.

Table 11: Violations noted and issued notices for the years 2017 – 2021.

Year	Verbal	Letter	FSIR	Order	Total	Resolved
2017	0	0	89	4	93	93
2018	0	0	53	8	61	61
2019	0	0	83	10	97	97
2020	0	0	57	8	65	65
2021	0	0	67	6	73	73

### 6.3 Risks Identified by the Building Stock Profile

Tables 12 to 17 summarize the Town's building stock and identify the associated fire and emergency issues/concerns for each occupancy type. The Loomex Group considered the factors of building use, density, height, area, and historical or cultural significance when identifying the issues and concerns for this profile.

Table 12: Group A occupancies: assembly occupancy buildings.

Group A (59)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Restaurants (25)	0	<ul style="list-style-type: none"> <li>Grease fires/hood systems</li> <li>Training of staff in fire prevention, fire suppression, and emergency procedures</li> <li>Ensuring proper maintenance of the life safety systems</li> <li>Could be co-located with other occupancies</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate
Schools and Colleges (5)	0	<ul style="list-style-type: none"> <li>Maintenance of life safety systems</li> <li>Training supervisory staff in emergency procedures</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate
Theatres (1)	0	<ul style="list-style-type: none"> <li>Large occupant loads</li> <li>Maintenance of</li> </ul>	Unlikely	Moderate	Moderate

Group A (59)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		life safety systems <ul style="list-style-type: none"> <li>• Training of staff in emergency procedures</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>			
Community Halls (6)	0	<ul style="list-style-type: none"> <li>• Ensuring occupant loads are not exceeded</li> <li>• Alcohol consumption</li> <li>• Careless cooking practices</li> <li>• Renters' knowledge of fire safety responsibilities</li> <li>• Emergency instructions</li> <li>• Training of staff in emergency procedures</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate
Arenas and Pools (1)	0	<ul style="list-style-type: none"> <li>• Large occupant load</li> <li>• Public signage and emergency instructions</li> </ul>	Unlikely	Moderate	Moderate

Group A (59)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		<ul style="list-style-type: none"> <li>• Staff properly trained</li> <li>• Ammonia leaks and carbon monoxide</li> <li>• Chlorine spills</li> <li>• Fire safety plan</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>			
Service Clubs (4)	0	<ul style="list-style-type: none"> <li>• Occupant load/emergency instructions</li> <li>• Retrofit of older buildings</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Possible	Moderate	Moderate
Libraries (1)	1	<ul style="list-style-type: none"> <li>• Combustible materials</li> <li>• Emergency signage</li> <li>• Staff training</li> <li>• Regular inspections required to identify risks and hazards</li> </ul>	Rare	Moderate	Low
Funeral Homes (2)	2 (partial)	<ul style="list-style-type: none"> <li>• Occupant loads</li> <li>• Training of staff in emergency procedures</li> <li>• Public signage</li> </ul>	Rare	Minor	Low

Group A (59)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		and emergency instructions <ul style="list-style-type: none"> <li>Regular inspections are required to identify risks and hazards</li> </ul>			
Child Care Facilities (4)	0	<ul style="list-style-type: none"> <li>One day care centre is in an older building</li> <li>Staff training</li> <li>Fire safety plan</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Low
Churches (10)	1	<ul style="list-style-type: none"> <li>Occupant load</li> <li>Retrofit of buildings</li> <li>Open flames</li> <li>Public signage and emergency instructions</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Low



Table 13: Group B occupancies: detention, care, and treatment buildings.

Group B (6)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Care and Treatment B2 (1)	0	<ul style="list-style-type: none"> <li>Vulnerable occupants</li> <li>Oxygen and chemical spills</li> <li>Staff training and fire safety plan</li> <li>Staffing levels</li> <li>Provincial mandate for an annual inspection and fire drill audit by the Department</li> </ul>	Possible	Major	Moderate
Care B3 (4)	0	<ul style="list-style-type: none"> <li>Vulnerable occupants</li> <li>Oxygen and chemical spills</li> <li>Staff training and fire safety plan</li> <li>Staffing levels</li> <li>Provincial mandate for an annual inspection and fire drill audit</li> </ul>	Possible	Major	Moderate
Detention Occupancies B1 (1)	0	<ul style="list-style-type: none"> <li>Persons in detention cells</li> <li>Ammunition storage</li> <li>Provincial mandate for an annual inspection and fire drill audit</li> </ul>	Unlikely	Moderate	Low

Table 14: Group C occupancies: residential buildings.

Group C (4,753)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Single-Family Dwelling (2,140)	1,070	<ul style="list-style-type: none"> <li>• New developments LWC</li> <li>• Number of homes built before 1975</li> <li>• Ensuring smoke and carbon monoxide alarms are installed and maintained</li> <li>• Public education</li> </ul>	Almost Certain	Minor	High
Semi-detached (473)	237	<ul style="list-style-type: none"> <li>• Proper fire separations</li> <li>• New developments LWC</li> <li>• Number of homes built before 1975</li> <li>• Ensuring smoke and carbon monoxide alarms are installed and maintained</li> <li>• Public education</li> </ul>	Almost Certain	Minor	High
Duplex (85)	43	<ul style="list-style-type: none"> <li>• Proper fire separations</li> <li>• Higher density living</li> <li>• New</li> </ul>	Almost Certain	Minor	High

Group C (4,753)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		developments LWC <ul style="list-style-type: none"> <li>Homes built before 1975</li> <li>Smoke and carbon monoxide alarms installed and maintained</li> <li>Public education</li> </ul>			
Row Housing (697)	349	<ul style="list-style-type: none"> <li>Proper fire separations,</li> <li>Multiple displaced persons</li> <li>New developments LWC</li> <li>Number of homes built before 1975</li> <li>Ensuring smoke and carbon monoxide alarms are installed and maintained</li> <li>Public education</li> </ul>	Almost Certain	Moderate	High
Multi-unit Residential (1,344)	13	<ul style="list-style-type: none"> <li>Proper fire separations</li> <li>Multiple displaced persons</li> <li>New developments</li> </ul>	Likely	Moderate	Moderate

Group C (4,753)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		<p>LWC</p> <ul style="list-style-type: none"> <li>• Ensuring smoke and carbon monoxide alarms are installed and maintained</li> <li>• Public education</li> <li>• Storeys 2 – 3 storeys not sprinklered</li> <li>• Storeys 1 – 4 (new) sprinklered</li> <li>• Tower access</li> <li>• Regular inspections are required to identify risks and hazards</li> <li>• Retrofit (OFC 9.5)</li> </ul>			
Mixed Occupancies with Residents (2)	1	<ul style="list-style-type: none"> <li>• Heritage buildings downtown</li> <li>• Code compliance (retrofit required)</li> <li>• Lack of life safety systems and maintenance</li> <li>• Regular inspections are required to identify risks</li> </ul>	Likely	Moderate	Moderate

Group C (4,753)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		and hazards <ul style="list-style-type: none"> <li>• Retrofit (OFC 9.2 &amp; 9.5)</li> </ul>			
Hotel/Motels (4)	1	<ul style="list-style-type: none"> <li>• Number of buildings constructed before 1975</li> <li>• May be used for long-term accommodation</li> <li>• Fire safety plans</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Likely	Moderate	Moderate
Licensed B&Bs (2)	0	<ul style="list-style-type: none"> <li>• Located in older homes</li> <li>• Regular inspections are required to identify risks and hazards</li> <li>• Retrofit (OFC 9.9)</li> </ul>	Likely	Moderate	Moderate
Senior Independent Living (2)	2	<ul style="list-style-type: none"> <li>• Building is sprinklered but many occupants have mobility issues</li> <li>• Fire safety plans</li> <li>• Retrofit (OFC 9.5)</li> <li>• Regular inspections are required to</li> </ul>	Unlikely	Moderate	Moderate

Group C (4,753)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
		identify risks and hazards			
Group Homes (5)	5	<ul style="list-style-type: none"> <li>• Training of staff in fire prevention and evacuation procedures</li> <li>• Fire safety plans</li> <li>• Residents may require assistance during evacuations</li> <li>• Retrofit (OFC 9.5)</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Likely	Moderate	Moderate

Table 15: Groups D &amp; E occupancies: business and mercantile buildings.

Groups D & E (128)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Retail Lumber Yard (1)	0	<ul style="list-style-type: none"> <li>Large fire load</li> <li>Access routes</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Likely	Moderate	High
Retail Businesses (114)	7	<ul style="list-style-type: none"> <li>Improper storage of flammable and combustible materials</li> <li>Lightweight construction</li> <li>Number of buildings constructed before 1975</li> <li>Regular inspections are required to identify risks and hazards</li> </ul>	Likely	Moderate	Moderate
Retail Service Stations (8)	2	<ul style="list-style-type: none"> <li>Underground tanks</li> <li>Surface fires</li> <li>Combustible fuels</li> <li>Regular Inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate
Medical/ Dental Facilities	1	<ul style="list-style-type: none"> <li>Mobility issues of inhabitants</li> <li>Oxygen supply</li> </ul>	Unlikely	Minor	Low

Groups D & E (128)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
(5)		<ul style="list-style-type: none"> <li>Regular inspections are required to identify risks and hazards</li> </ul>			
Car Dealerships (2)	0	<ul style="list-style-type: none"> <li>Accumulation of waste oil, tires, and other materials</li> <li>Regular Inspections are required to identify risks and hazards</li> </ul>	Unlikely	Minor	Low
Grocery Stores (2)	0	<ul style="list-style-type: none"> <li>High occupant load during peak times</li> <li>Training of staff in emergency procedures</li> <li>Fire safety plan</li> <li>Regular Inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Low
Office Buildings (0)	0	N/A	N/A	N/A	N/A



Table 16: Group F occupancies: hazardous industrial buildings.

Group F (28)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Industrial Properties (17)	0	<ul style="list-style-type: none"> <li>• Hazardous materials</li> <li>• Flammable and combustible materials on-site</li> <li>• Fire load</li> <li>• Large buildings</li> <li>• Lack of fire protection</li> <li>• Communication issues</li> <li>• Large occupant loads</li> <li>• Fire safety plan and staff training</li> <li>• Regular Inspections are required to identify risks and hazards</li> </ul>	Likely	Major	Moderate
Retail Service Stations (1)	0	<ul style="list-style-type: none"> <li>• (2) 60,000 U.S. gallon above-ground compressed fuel tanks</li> <li>• (7) 100,000 litre underground tanks</li> <li>• Surface fires</li> <li>• Regular inspections required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate

Group F (28)	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Vehicle Repair Shops (9)	2	<ul style="list-style-type: none"> <li>• Oxy/Acet gas</li> <li>• Refrigerants</li> <li>• Accumulation of combustible waste</li> <li>• Hot works</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Minor	Moderate
Vehicle Body Shops (2)	0	<ul style="list-style-type: none"> <li>• Oxy/Acet gas</li> <li>• High fuel load</li> <li>• Flammable and combustible materials</li> <li>• Spray operations</li> <li>• Hot works, cutting, and grinding</li> <li>• Regular inspections are required to identify risks and hazards</li> </ul>	Unlikely	Minor	Moderate

Table 17: Other occupancies or non-occupancies.

Other	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Non-occupancies (Grove Forest trail systems)		<ul style="list-style-type: none"> <li>• Wildland fires</li> <li>• Access points to trails and forested areas</li> </ul>	Likely	Major	High
Occupancies Not Classified (1)		<ul style="list-style-type: none"> <li>• An airport composed of: <ul style="list-style-type: none"> <li>- 45 privately-owned hangars containing aircraft, vehicles, and fuels and are heated by propane</li> <li>- Aircraft repair facility</li> <li>- Small terminal</li> <li>- Mobility lab</li> <li>- Parachute club</li> <li>- Large privately-owned garage</li> </ul> </li> <li>• Access to hangars with key fob on apparatus</li> <li>• Regular Inspections are required to identify risks and hazards</li> </ul>	Unlikely	Moderate	Moderate

Other	# Of LWC Buildings	Issues/Concerns	Likelihood	Consequence	Risk Level
Non-occupancies (Grove Forest trail systems municipal parkland)		<ul style="list-style-type: none"> <li>• Wildland fires</li> <li>• Access points to trails and forested areas</li> </ul>	Likely	Moderate	Low
Spur rail line		<ul style="list-style-type: none"> <li>• Derailment</li> <li>• Flammable and combustible materials</li> <li>• Dangerous goods</li> </ul>	Unlikely	Major	Low

## 7.0 Critical Infrastructure Profile

A critical infrastructure (CI) profile examines the capabilities and limitations of a community's critical infrastructure, including electricity distribution, water distribution, telecommunications, hospitals, and critical buildings and services. CI facilities and services contribute to the interconnected networks, services, and systems that meet vital human needs, sustain the economy, and protect public safety and security.

CI presence, availability, and capacity can significantly impact factors such as dispatch, communications, transportation, suppression operations, and overall healthcare in a community. The presence, availability, and capacity of CI may also present unique risk concerns because of their size or design.

Reviewing critical infrastructure provides valuable information that municipalities can use when setting priorities and developing strategies for addressing risk concerns in their communities, such as public safety education, fire prevention, and emergency response pre-planning.

### 7.1 Risks Identified by the Critical Infrastructure Profile

Table 18 summarizes the Town's CI and the fire and other emergency issues/concerns associated with each type of CI. The table also includes general observations about the different CI, where applicable. The information for the CI review was provided by the Town's emergency response plan.

Table 18: Critical infrastructure profile: risk summary.

Critical Infrastructure	Issues/Concerns/Observations
Power Generation (Ontario Power Generation/Arnprior Dam)	<ul style="list-style-type: none"> <li>Dam failure, catastrophic flooding</li> <li>Specialized training required for emergencies</li> </ul>
Electricity Distribution (Hydro One)	<ul style="list-style-type: none"> <li>There have been power outages in the area every year, but they usually have a short duration</li> <li>Major power outages</li> <li>Large transmission lines and towers for the distribution of hydro generation</li> <li>Hydro One storage site</li> <li>Distribution is mainly above ground</li> </ul>
Water Distribution	<ul style="list-style-type: none"> <li>The Town has a water distribution system</li> <li>Fire hydrants are located in the Town; a mobile home park is on well and septic; a dry hydrant is installed at the river to provide additional water supply</li> </ul>

Critical Infrastructure	Issues/Concerns/Observations
	<ul style="list-style-type: none"> <li>• Possibility of water main breaks</li> <li>• Chemical spill</li> <li>• Boil water advisory</li> <li>• SCADA system malfunction</li> </ul>
Stormwater	<ul style="list-style-type: none"> <li>• Localized flooding</li> </ul>
Wastewater	<ul style="list-style-type: none"> <li>• The Town provides wastewater services</li> <li>• Electrical fires</li> <li>• Rescue</li> <li>• Pumping station malfunction</li> </ul>
Radio Communication	<ul style="list-style-type: none"> <li>• Cell service is available in the Town</li> <li>• Landlines are available in the Town</li> <li>• Bell lines are above ground in some areas</li> </ul>
911 Communication	<ul style="list-style-type: none"> <li>• Answered by North Bay Public Safety Answering Point (PSAP)</li> <li>• Landlines being damaged</li> <li>• Outages</li> </ul>
Municipal Buildings, Fire Stations, and Roads Department	<ul style="list-style-type: none"> <li>• One (1) fire station shared with OPP</li> <li>• Fuel pumps located at the public works yard</li> </ul>
Municipality Administration Building/Emergency Operations Centre (EOC)	<ul style="list-style-type: none"> <li>• The town hall administration building for the Town of Arnprior</li> <li>• Site for Council meetings</li> <li>• The Town's primary EOC is the fire station; the alternate EOC is the town hall</li> </ul>
Community Shelters/Arenas	<ul style="list-style-type: none"> <li>• Nick Smith Centre (evacuation centre for emergencies)</li> <li>• Operating for extended periods of time</li> <li>• Resources for large evacuation</li> </ul>
Hospital Care Facilities	<ul style="list-style-type: none"> <li>• Vulnerable people</li> <li>• Compressed gases</li> <li>• Biohazards</li> </ul>
Police Station	<ul style="list-style-type: none"> <li>• Shared with the fire station</li> <li>• Possible people in detention cell</li> <li>• Ammunition on-site</li> </ul>

Critical Infrastructure	Issues/Concerns/Observations
Rail Spur Line (serving industrial areas)	<ul style="list-style-type: none"> <li>• Hazardous materials transported by rail</li> <li>• Transportation accident</li> <li>• Fires on rail lines</li> </ul>
County of Renfrew Paramedic Station	<ul style="list-style-type: none"> <li>• Wait times</li> <li>• Number of ambulances available</li> </ul>
Transportation (provincial, county, and municipal roads and bridges)	<ul style="list-style-type: none"> <li>• Transportation vehicle incidents</li> <li>• Local access to home, work, and recreation</li> <li>• Bridge closures</li> <li>• Long detours are possible</li> </ul>
Private Roads	<ul style="list-style-type: none"> <li>• Access to local properties</li> <li>• Road standards</li> <li>• Maintenance of roadway (including during the winter)</li> </ul>
Airport	<ul style="list-style-type: none"> <li>• Transportation accidents</li> <li>• Flight path over areas of the Town</li> <li>• Parachute/skydiving school accidents</li> </ul>
Natural Gas Transmission and Distribution	<ul style="list-style-type: none"> <li>• Enbridge pipeline</li> <li>• Evacuation</li> <li>• Fires</li> <li>• Leaks</li> <li>• Service disruption to residential and commercial use areas</li> </ul>

## 8.0 Community Services Profile

A community services profile examines the types of services provided in a community by entities other than the fire department. The presence/absence of other service-providing entities may help dictate the types of emergencies to which the Department responds. Moreover, the service capabilities of these other entities may have the potential to assist the Department with mitigating the impacts caused by an emergency. These community services can also potentially reduce risks to public safety by providing a means of delivering public education and prevention programs.

### 8.1 Risks Identified by the Community Services Profile

Table 19 summarizes the community service entities that may be able to assist the Department when it is responding to an emergency event and includes the issues/concerns associated with those entities.

Table 19: Community services profile: risk summary.

Service Agency	Assistance Provided	Issues/Concerns
Education School Boards	<ul style="list-style-type: none"> <li>Schools are large assembly occupancies that can provide evacuation space and warming/cooling centres</li> <li>Schools are essential for fire and life safety education programs</li> </ul>	No issues.
Health Unit	<ul style="list-style-type: none"> <li>Provides vulnerable persons with access to public education</li> <li>Provides advice and services for exposed firefighters</li> </ul>	No issues.
Service Clubs	<ul style="list-style-type: none"> <li>Service clubs/groups run fundraisers to assist community interest groups and can help provide fire prevention resources for public distribution</li> </ul>	COVID-19 pandemic may affect support and programs.
Faith-based Groups	<ul style="list-style-type: none"> <li>There are churches in different parts of the community that may provide support for those who experience a loss caused by an incident</li> </ul>	COVID-19 pandemic may affect support and programs.
Red Cross	<ul style="list-style-type: none"> <li>Red Cross services can be activated to support the community during large-scale emergencies and may be able to assist with arranging temporary shelter for someone that has experienced a fire in their residence</li> </ul>	No issues.



Service Agency	Assistance Provided	Issues/Concerns
Social Services	<ul style="list-style-type: none"> <li>• A partner with many community service agencies and organizations that could assist with the delivery of fire and life safety education</li> </ul>	No issues.
Victim Services of Renfrew County	<ul style="list-style-type: none"> <li>• Able to provide immediate on-site crisis and trauma service: they can help with urgent practical matters or locate and help arrange other services and resources</li> <li>• Victim services can be activated through the police and/or the Department</li> </ul>	No issues.
Meals on Wheels	<ul style="list-style-type: none"> <li>• Access to residents requiring assistance for meals</li> </ul>	No issues.

## 9.0 Public Safety Response Profile

A public safety response profile examines the types of incidents responded to by entities other than the Department, including an examination of the response capabilities of these other entities. These other entities are specific public safety response agencies tasked with (or asked to help with) an emergency response. The most common examples of these agencies are police and paramedic services.

A public safety response profile can also contribute to an understanding of incident-related data. Data gathered from non-Department public safety response entities can provide insight into the Department's potential interdependencies, as well as the mutual benefit of establishing a tiered/joint response to a public safety risk/emergency. Finally, the data from this profile can also help identify risk treatment options based on shared responsibilities. The following subsections discuss examples of common shared services.

### 9.1 Fire Department Mutual Aid System

Mutual aid is an agreement between emergency responders. A mutual aid agreement stipulates how and the degree to which assistance from across jurisdictional boundaries will be rendered during an emergency. For example, an emergency may occur in a community (such as a disaster or a multiple-alarm fire), and the nature of that emergency may exceed the resource capabilities of the local emergency services responder/provider. If such an event occurs, the affected community can activate its mutual aid agreement and be lent assistance by the neighbouring emergency services entities. The Ontario Fire Marshal's Office approves of the concept of mutual aid agreements.

The Department is part of the Renfrew County's mutual and automatic aid plan and program.

### 9.2 Automatic Aid and Fire Protection Service Agreements

Automatic aid programs are designed to ensure assistance from the closest available resource is available to provide support in the event of an emergency. Automatic aid agreements operate on a day-to-day basis, irrespective of municipal boundaries.

The Department currently has an automatic aid agreement with the City of Ottawa.

The Department provides water rescue services to the Township of Horton and the Town of Renfrew under contract.

### 9.3 Police Services

The Ontario Provincial Police provides policing services to the Town of Arnprior and the surrounding area.

## 9.4 Emergency Medical Services

Renfrew County Paramedic Services provide emergency healthcare to Renfrew County's residents and visitors.

## 9.5 911 Public Emergency Reporting Service

The 911 Public Emergency Reporting Service provides civic address information to emergency responders. 911 calls are answered at a Public Safety Answering Point (PSAP) communications centre in North Bay. The City of Brockville provides fire communications for the Department.

## 9.6 Roadway Maintenance Services

The Province of Ontario, Renfrew County, and the Town of Arnprior Public Works Department provide roadway maintenance services to the areas in and around the Town. Winter and other road maintenance are vital to the delivery of fire protection services.

## 9.7 Risks Identified by the Public Safety Response Profile

Table 20 summarizes the Town's public safety response agencies and the associated risks faced by the Department when its staff respond to an emergency.

Table 20: Public safety response entities profile: risk summary.

Response Agency	Incident(s) Responded to	Role at Incident	Issues or Concerns
Ontario Provincial Police (OPP)	<ul style="list-style-type: none"> <li>Fires</li> <li>Sudden deaths</li> <li>Motor vehicle collisions</li> </ul>	<ul style="list-style-type: none"> <li>Traffic control</li> <li>Assist with investigations</li> <li>Required to investigate motor vehicle collisions, sudden deaths, and criminal activity</li> </ul>	Currently no contract for services Wait times.
Ontario Fire Marshal Office & Emergency Management (OFMEM)	<ul style="list-style-type: none"> <li>Fires/Explosions</li> <li>Large-scale emergencies</li> </ul>	<ul style="list-style-type: none"> <li>Investigate explosions and fires that meet the FPPA criteria</li> <li>Assist police with investigations</li> <li>Provide advice during a large-scale emergency, if needed</li> <li>Provide limited equipment for large emergencies</li> </ul>	Delayed response time when services are required.

<b>Response Agency</b>	<b>Incident(s) Responded to</b>	<b>Role at Incident</b>	<b>Issues or Concerns</b>
Hydro One	<ul style="list-style-type: none"> <li>• Fires</li> <li>• Downed wires</li> <li>• Electrical fires in transformer stations</li> </ul>	<ul style="list-style-type: none"> <li>• Isolate electrical services</li> <li>• Repair poles and electrical distribution equipment</li> </ul>	<p>Long response for crews.</p> <p>Lengthy outages during storms.</p>
Ontario Power Generation	<ul style="list-style-type: none"> <li>• Dam failure</li> </ul>	<ul style="list-style-type: none"> <li>• Respond and provide technical advice and support to external stakeholders as required</li> </ul>	No issues.
Technical Safety Standards Association (TSSA)	<ul style="list-style-type: none"> <li>• Fires</li> <li>• Carbon monoxide emergency</li> <li>• Elevator emergencies</li> </ul>	<ul style="list-style-type: none"> <li>• Assist with investigations</li> <li>• Provide training</li> </ul>	<p>Ensuring firefighters have awareness training for fuel or elevator incidents.</p> <p>Delayed response when services are required.</p>
Enbridge Gas	<ul style="list-style-type: none"> <li>• Gas leaks</li> <li>• Carbon monoxide emergencies</li> </ul>	<ul style="list-style-type: none"> <li>• Assist with carbon monoxide investigations</li> <li>• Shut off gas services</li> <li>• Repair gas lines and assist with leaks</li> </ul>	Delayed response when services are required.
Ministry of Natural Resources Forestry	<ul style="list-style-type: none"> <li>• Flooding</li> <li>• Forest fires</li> </ul>	<ul style="list-style-type: none"> <li>• Assist with forecasting flooding</li> <li>• Provide flooding modelling</li> <li>• Control water flow</li> <li>• Firefighting in forested areas</li> </ul>	No issues.

<b>Response Agency</b>	<b>Incident(s) Responded to</b>	<b>Role at Incident</b>	<b>Issues or Concerns</b>
Renfrew County Paramedic Services	<ul style="list-style-type: none"> <li>• Fires</li> <li>• Medical emergencies</li> </ul>	<ul style="list-style-type: none"> <li>• Provide treatment</li> <li>• Transport patients or firefighters to a medical facility</li> <li>• Monitor firefighter health at fire scenes</li> </ul>	No issues.
Ministry of the Environment	<ul style="list-style-type: none"> <li>• Hazardous spills</li> <li>• Hazardous Materials</li> <li>• Incidents Response</li> </ul>	<ul style="list-style-type: none"> <li>• Order clean-up efforts at the spill site</li> <li>• Assist with controlling spills and releases of substances</li> </ul>	No issues.
Renfrew County and District Health Unit	<ul style="list-style-type: none"> <li>• Domestic water incidents</li> <li>• Health investigations</li> <li>• Response advice for health emergencies</li> </ul>	<ul style="list-style-type: none"> <li>• Boil water advisories</li> <li>• Assist with health issues</li> <li>• Exposure investigations</li> </ul>	No issues.
Ministry of Transportation	<ul style="list-style-type: none"> <li>• Fires</li> <li>• Motor vehicle collisions</li> </ul>	<ul style="list-style-type: none"> <li>• Road closures/detours</li> <li>• Winter operations</li> <li>• Road maintenance</li> </ul>	No issues.
Town of Arnprior Engineering and Public Works	<ul style="list-style-type: none"> <li>• Fires</li> <li>• Motor vehicle collisions</li> </ul>	<ul style="list-style-type: none"> <li>• Road closures/detours</li> <li>• Winter operations</li> <li>• Road maintenance</li> </ul>	No issues.

## **10.0 Past Events and Loss History Profile**

A past events and loss history profile examines the emergency responses that have occurred in a community over the past five (5) years. This profile includes an analysis of:

1. The number and types of emergency responses, injuries, deaths, and dollar losses.
2. The evaluation of previous response data. (This evaluation helps to identify circumstances and behaviours that may assist with making informed decisions about how fire protection services are delivered to the community.)

### **10.1 Risks Identified by the Past Events and Loss History Profile**

Tables 21 to 25 summarize the Town's past events and loss history for the years of 2017 – 2021.

Table 21: The Town's 2017 fire loss frequency, deaths, injuries, and causes.

Occupancy Type	Fires	\$ Loss	Injuries	Deaths	Causes
Group A: Assembly	0	0	0	0	
Group B: Detention, Care, and Treatment	0	0	0	0	
Group C: Residential	1	\$3,000	0	0	
Groups D & E: Business & Personal Service/Mercantile	0	0	0	0	
Group F: Industrial	0	0	0	0	
Other	3 MVF	\$30,200	0	1	• MVC
<b>Totals</b>	<b>4</b>	<b>\$33,200</b>	<b>0</b>	<b>1</b>	

Table 22: The Town's 2018 fire loss frequency, deaths, injuries, and causes.

Occupancy Type	Fires	\$ Loss	Injuries	Deaths	Causes
Group A: Assembly	0	0	0	0	
Group B: Detention, Care, and Treatment	0	0	0	0	
Group C: Residential	8	\$1,695,000	1	0	<ul style="list-style-type: none"> <li>• Unattended cooking</li> <li>• Garbage Chute</li> <li>• Exposure</li> </ul>
Groups D & E: Business & Personal Service/Mercantile	0	0	0	0	
Group F: Industrial	0	0	0	0	
Other	4 MVF	\$30,000	0	0	
<b>Totals</b>	<b>12</b>	<b>\$1,725,000</b>	<b>1</b>	<b>0</b>	



Table 23: The Town's 2019 fire loss frequency, deaths, injuries, and causes.

Occupancy Type	Fires	\$ Loss	Injuries	Deaths	Causes
Group A: Assembly	0	0	0	0	
Group B: Detention, Care, and Treatment	0	0	0	0	
Group C: Residential	7	\$571,000	0	0	<ul style="list-style-type: none"> <li>• Smoking materials</li> <li>• Kitchen appliance</li> <li>• Stovetop fire</li> <li>Undetermined</li> </ul>
Groups D & E: Business & Personal Service/Mercantile	0	0	0	0	
Group F: Industrial	0	0	0	0	
Other	3 MVF 1	\$29,500	0	0	<ul style="list-style-type: none"> <li>• Suspicious</li> <li>• Engine fire</li> <li>• Electrical</li> <li>• Trash compactor</li> </ul>
<b>Totals</b>	<b>11</b>	<b>\$600,500</b>	<b>0</b>	<b>0</b>	

Table 24: The Town's 2020 fire loss frequency, deaths, injuries, and causes.

Occupancy Type	Fires	\$ Loss	Injuries	Deaths	Causes
Group A: Assembly	0	0	0	0	0
Group B: Detention, Care, and Treatment	0	0	0	0	0
Group C: Residential	2	\$1,250	0	0	<ul style="list-style-type: none"> <li>• Dryer malfunction</li> <li>• Mattress fire</li> </ul>
Groups D & E: Business & Personal Service/Mercantile					
Group F: Industrial					
Other	4 MVF 1 1 1	\$5,800 \$700 0 0	0	0	<ul style="list-style-type: none"> <li>• MVF</li> <li>• BBQ fire</li> <li>• Dumpster fire</li> <li>• Chimney fire</li> </ul>
<b>Totals</b>	<b>9</b>	<b>\$7,750</b>	<b>0</b>	<b>0</b>	

Table 25: The Town's 2021 fire loss frequency, deaths, injuries, and causes.

Occupancy Type	Fires	\$ Loss	Injuries	Deaths	Causes
Group A: Assembly					
Group B: Detention, Care, and Treatment					
Group C: Residential	2	\$1250	1	1	<ul style="list-style-type: none"> <li>Propane heater in contact with clothing</li> <li>Microwave oven</li> </ul>
Groups D & E: Business & Personal Service/Mercantile	1	\$250,000	0	0	<ul style="list-style-type: none"> <li>Accidental</li> </ul>
Group F: Industrial					
Other	4 MVF	\$71,000	0	0	<ul style="list-style-type: none"> <li>MVF</li> </ul>
<b>Totals</b>	<b>7</b>	<b>\$322,250</b>	<b>1</b>	<b>1</b>	

## 10.2 Department Statistics

Statistics provided by the Department show that the total number of emergencies that occurred in the Town during the years 2017 – 2021 is as follows:

- 2017: 117 total responses
- 2018: 151 total responses
- 2019: 154 total responses
- 2020: 164 total responses
- 2021: 151 total responses

Table 26 summarizes the types and number of emergency responses the Department made during the years 2017 – 2021.

Table 26: Types of emergency responses for the years 2017 – 2021.

Year	Rescue	False Fire Call	Accidental Alarm	Property Fire	CO Alarm (malfunctioning or present)	Other
2017	15	49	7	4	11	31
2018	23	51	3	5	14	55
2019	27	43	7	11	14	52
2020	29	64	21	9	16	25
2021	32	57	21	6	15	20

Overall, the Department responded to 716 calls over the last five (5) years. A review of the Department's response statistics shows that malfunctioning alarms accounted for the majority of responses made during that time.

Table 27 summarizes the types of fire responses made by the Department for the years 2017 – 2021.

Table 27: Fire responses made by the Department for the years 2017 – 2021.

Year	Loss Fires Structures	Loss Fires Other	Loss Fires Vehicles	No Loss Fires	Non-Fire Calls
2017	1	4	3	0	109
2018	8	5	4	5	129
2019	7	8	3	8	128
2020	2	8	4	13	137
2021	3	7	4	7	130

Table 28 summarizes the Town's structure fire loss by property type.

Table 28: Structure fire loss in the Town by property class for the years 2017 – 2021.

Year	Class A	Class B	Class C	Classes D&E	Class F	Yearly Loss
2017	0	0	1	0	0	\$3,000
2018	0	0	8	0	0	\$1,695,000
2019	0	0	7	0	0	\$571,000
2020	0	0	2	0	0	\$1,250
2021	0	0	2	1	0	\$251,250
<b>Total Loss</b>						<b>\$2,521,500</b>

### 10.3 Response Times

Fire departments calculate response times by combining both controllable and uncontrollable factors. For example, with improved technology and a fully compliant National Fire Protection Association (NFPA) communications service, the initial call to dispatch time is a controllable component in the response time equation because using technology can decrease the time involved at this stage. Conversely, the assembly time for a volunteer fire service is a non-controllable component because there is no guarantee about how many people will be on hand to respond to an emergency call or how close the people responding to the call will be to the emergency site. Travel time is another non-controllable component of response time because travel time is solely dependent upon the location of the call for service and the type of road network available to connect a responder to the emergency scene. Table 29 summarizes the main factors affecting response time to emergency scenes.

Table 29: Factors that affect response time to the scene of an emergency.

Component of Response Time	Definition	Controllable or Non-Controllable
Initial Call to Dispatch Time	The time interval during which a call is received by the dispatch center to the time the notification is sent to the fire station.	Controllable
Assembly Time	The time interval during which a fire station is notified of an emergency call to the time the responding vehicle leaves the fire station.	Non-controllable
Travel Time	The time interval during which a responding vehicle leaves the fire station to the time it arrives on scene at the emergency.	Non-controllable
On-Scene Time	Total time after all controllable and non-controllable components are added together.	Combination of controllable and non-controllable factors

In large urban centers with full-time firefighters and multiple stations, response times are frequently in the range of 5 to 8 minutes. In rural areas, response times are often 10 to 20 minutes, depending on factors such as the size of the Town, the number and location of fire stations, and the type of available road networks.

A fire's growth is heat-generated and is dependent upon fuel and air supply. Once the temperature in a room ablaze reaches approximately 1000° F (590° C), a flashover will occur in the room within 6-10 minutes (or less). Since the risk of loss of life and property significantly increases following a flashover, the sooner the responding fire department can begin fire suppression, the greater the chance for the firefighters to protect endangered lives and property. Appropriate response time and firefighter intervention help increase the chance for any endangered lives to be rescued and fire control to improve before a flashover occurs. The time/temperature curve chart in Figure 5 illustrates the growth rate of fire over time and further emphasizes the importance of tracking and knowing response times.

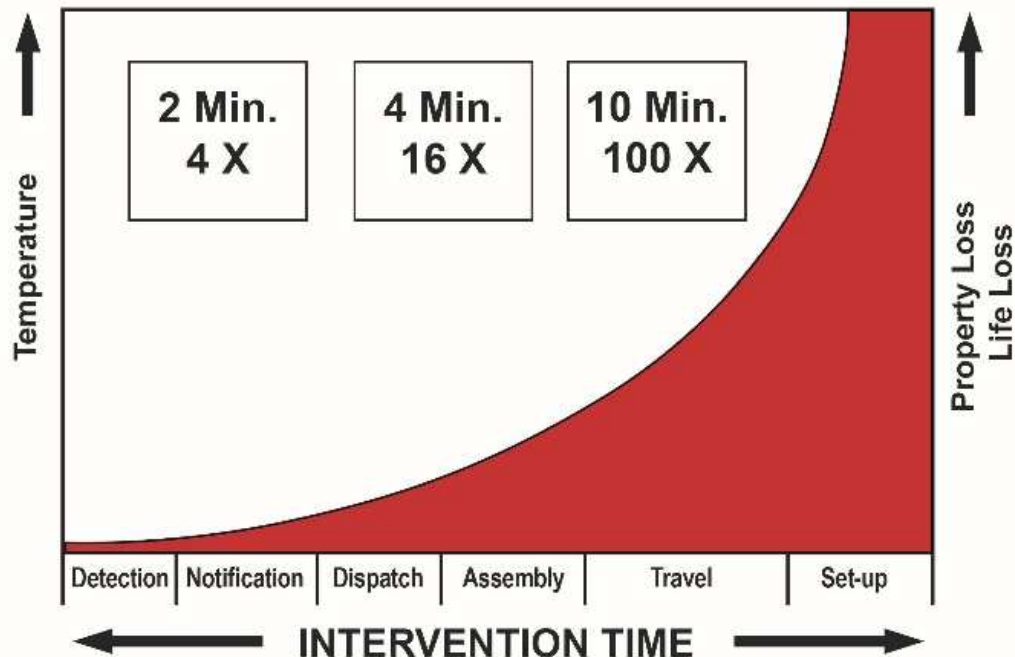


Figure 5: Curve chart showing a fire's growth over time.

The Department provided The Loomex Group with a record of its response times for 2017 to 2021. Based on the provided numbers, the Department's average response time to property fires during those years was 8:07 (including assembly and travel time).

#### 10.4 Resource Deployment

Determining the number of firefighters that are required for adequate resource deployment has been an ongoing concern for municipalities for many years.

In recent years, the provincial government has influenced the decision-making process for fire department staffing through both the Occupational Health and Safety Act (OHSA) and the Fire Protection and Prevention Act. Under the former, the employer (the Town and Council) is responsible for protecting employees from workplace injuries or death, providing employee training, and providing competent supervisors. Adhering to legislative requirements such as these is the first step a fire department must take when it makes any staffing decisions.

Another resource that can help a fire department determine the appropriate number of staff is the effective fireground staffing model (EFSM). The Office of the Fire Marshal developed the EFSM in the 1990s as part of a comprehensive fire safety model that identified seven (7) sub-models which directly impact fire protection, as shown in Figure 6. The EFSM has proven to be a valuable tool for helping fire departments determine staffing and resource levels/deployment, and it is now widely used across Ontario.

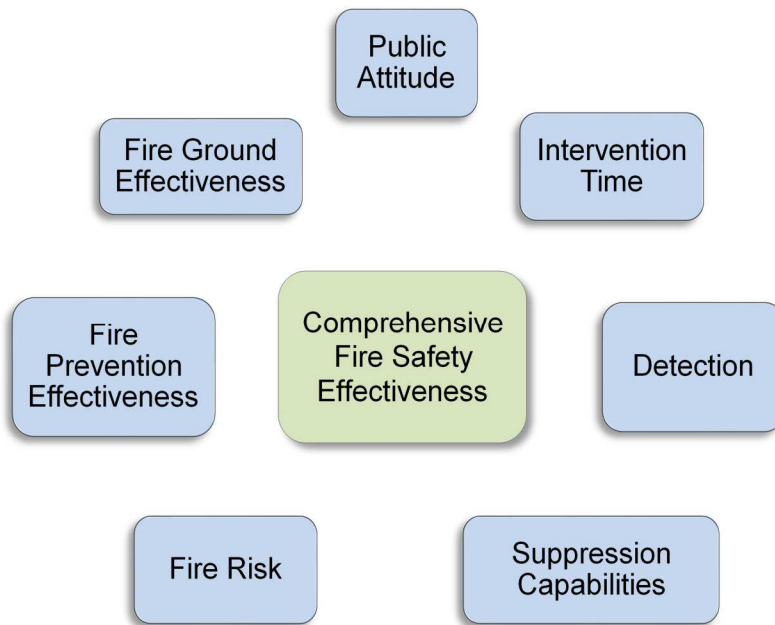


Figure 6: The effective fireground staffing model.

Table 30 applies the EFSM and outlines the minimum number of firefighters required to perform the critical tasks at a fire in a single-family home. Table 31 shows the additional critical tasks required for a fire in a single-family home to provide water in a non-hydrant area.

Table 30: Using the EFSM for a fire in a single-family home.

Critical Tasks	# Of Firefighters Required
Incident Commander	1
First Arriving Pump Operator	1
Fire Attack Sector	2
Search & Rescue	2
Support and Backup	2
Ground Ladder/Ventilation	2
First Arriving Ladder or Second Arriving Pump Operator	1
Rapid Intervention Team	2
<b>Total</b>	<b>13</b>



Table 31: Additional firefighters required to provide water in non-hydrant areas.

Critical Tasks	# Of Firefighters Required
Water Supply	4
Water Fill	2
<b>Total</b>	<b>6</b>

The Loomex Group's review identified that, during 2017 – 2021, the Department's average number of firefighters deployed on-scene for fires in single-family dwellings was 19. This number shows that the Department is meeting the critical tasks required for fires in single-family dwellings.

## 11.0 Community Comparison

Ontario Regulation 378/18 came into effect in July of 2019. This regulation stipulates that every municipality in the province must complete a community risk assessment, and the risk assessment component of the CRA must be completed no later than July 1, 2024.

At this time, there is not enough information available from other municipalities to conduct a thorough community comparison for the Town. However, because O. Reg. 378/18 requires a municipality to review its CRA annually, this section of the document can be updated as more municipalities complete their legislated requirements.

When completing the community comparison, the Town should compare itself to municipalities with similar populations, building stock, and demographics. After selecting municipalities that meet those criteria, the Town should compare its identified risks and risk treatment plans with those of the comparators.

## 12.0 Hazards Profile

A hazards profile examines a community's hazards, including natural hazards and those caused by humans and technology.

The first component of a hazards profile is a determination of hazard likelihood scoring. This component is determined after thoroughly examining the results of the other community profiles that are reviewed as part of a CRA's development, particularly the past events and the loss history profile.

Based on the results of the other community profiles, consultations with the Town's CEMC, and information contained in the Town's emergency response plan, the top-five risks present in and to the Town of Arnprior (from a fire services perspective) are:

1. Flooding
2. Severe Weather Event
3. Hazardous Materials Incident
4. Energy Emergency
5. Human Health Emergency

It is important to note that should any of these hazards occur, the Department may be expected to respond.

The next factor that must be considered in a hazards profile is consequence scoring. Consequence scoring is based on eight (8) categories:

- Life safety
- Evacuation
- Psychosocial
- Property damage
- Critical infrastructure
- Environmental
- Economic
- Reputational/legal

The final component of a hazards profile is the total risk scoring. Total risk scoring is determined by taking a hazard's likelihood score and multiplying it by the hazard's consequence score. Appendix D contains the risk scoring methodology that was used to determine the risks for the Town.

## 12.1 Risks Identified by the Hazards Profile

Table 32 summarizes the details of the Town's risk assessment from a fire services perspective, including the definition of and threat posed by each identified risk. The information in this table is based on the methodology outlined in Appendix D.

Table 32: Hazards profile: risk summary.

Hazard	Definition/Threat	Risk Total (L x C)	Level of Risk
Fire in Residential Occupancy	<ul style="list-style-type: none"> <li>Fire: Uncontrolled or potentially destructive burning caused by the ignition of fuel or material combined with oxygen, which gives off heat and light with or without an open flame in a residential building (these buildings include single family dwellings and multi-resident buildings/apartment buildings)</li> </ul>	102	High
Human Health Emergency	<ul style="list-style-type: none"> <li>Health Emergency: The occurrence of cases of illness, specific health-related behaviour, or other health-related events in a community or region beyond normal expectancy</li> </ul>	102	High
Fire/Explosion in Industrial Occupancy	<ul style="list-style-type: none"> <li>Fire: Uncontrolled or potentially destructive burning caused by the ignition of fuel or material combined with oxygen, which gives off heat and light with or without an open flame</li> <li>Explosion: A sudden conversion of potential energy into kinetic energy resulting in a sudden, violent release of gas(es) under pressure</li> </ul>	100	High
Weather Event	<ul style="list-style-type: none"> <li>Weather events include ice storms, snowstorms, tornadoes, and other severe weather phenomena</li> </ul>	100	High

Hazard	Definition/Threat	Risk Total (L x C)	Level of Risk
Fire in Commercial Occupancy	<ul style="list-style-type: none"> <li>Fire: Uncontrolled or potentially destructive burning caused by the ignition of fuel or material combined with oxygen, which gives off heat and light with or without an open flame in a commercial building (including buildings where goods and services are sold/transacted such as restaurants, offices, drug stores) and the downtown core</li> <li>Explosion: A sudden conversion of potential energy into kinetic energy resulting in a sudden, violent release of gas(es) under pressure</li> </ul>	100	High
Fire/Explosion in Vulnerable Occupancy	<ul style="list-style-type: none"> <li>Fire: Uncontrolled or potentially destructive burning caused by the ignition of fuel or material combined with oxygen, which gives off heat and light with or without an open flame</li> </ul>	92	High
Road and Highway Emergency	<ul style="list-style-type: none"> <li>Increased traffic volume throughout the Town and on provincial highways</li> <li>Transportation of hazardous materials within the Town and the surrounding area</li> <li>Major emergencies involving multiple vehicles and possible displaced persons</li> </ul>	90	Moderate
Flood	<ul style="list-style-type: none"> <li>An overflow or inundation of water from a river or other body of water over land that causes or threatens damage</li> </ul>	85	Moderate
Hazardous Materials Incident	<ul style="list-style-type: none"> <li>The unintentional release of a material hazardous to humans,</li> </ul>	68	Moderate

Hazard	Definition/Threat	Risk Total (L x C)	Level of Risk
	animals, plants, or the environment that has explosive, flammable, combustible, corrosive, oxidizing, toxic, infectious or radioactive properties		
Critical Infrastructure Failure	<ul style="list-style-type: none"> <li>The failure of critical infrastructure due to weather events or other issues that prevents utilities or services from being available</li> </ul>	65	Moderate
Forest/Wildland Fire	<ul style="list-style-type: none"> <li>Significant incidents in the forest area</li> </ul>	60	Low
Power Generating Plant and Dam Failure	<ul style="list-style-type: none"> <li>A failure that would result in catastrophic flooding and loss of hydro power</li> </ul>	26	Low

## 13.0 Risk Assessment to Risk Treatment

There are many ways to address risk. This CRA recommends addressing a given risk by using at least one (1) of the following five (5) options:

1. Avoid: eliminate the hazard.
2. Mitigate: reduce the likelihood or impact of the risk.
3. Accept: take no action.
4. Transfer: transfer the risk to another party.
5. Share: transfer part of the risk's ownership to another party.

These options lead to strategies that may include developing policies/procedures, training, service delivery agreements, resource allocation, and service level changes. This CRA has assigned at least one (1) of the five (5) preceding options for each public safety risk identified in the Town.

For each of the risks identified in the Town, the Department should use the associated RTP that is recommended in this CRA. The RTPs are designed to guide the development and establishment of programs and services that can help mitigate the potential impacts of the identified risks.

### 13.1 Risks to Public Safety: Hazards in the Town of Arnprior

Table 33 below presents a complete summary of the frequency and consequence scores for all hazards assessed during the development of the Town's CRA. Note that a hazard's overall risk level is calculated by multiplying its likelihood score by its consequence score. If total scores (L x C) are used, the following categories may be used to organize the results:

- Score of 0: N/A
- Score of 1 – 30: Very Low
- Score of 31 – 60: Low
- Score of 61 – 90: Moderate
- Score of 91 – 120: High
- Score of 121 – 150: Very High
- Score of 151 – 180: Extreme

The subsections that follow Table 33 summarize the Town's hazards and include the hazards' risk levels and any applicable administrative/operational issues or concerns. The information in these tables is based on results that were obtained by using the risk scoring methodology found in Appendix D.

Table 33: Frequency and consequence scores for all hazards identified in the Town.

Risk	Likelihood Score	Life Safety	Evacuation	Psychosocial	Property Damage	Critical Infrastructure	Environmental	Economic	Reputational	Score	Risk Total (Likelihood x Consequence)	Level of Risk
Fire in Residential Occupancy	6	Moderate (6)	Moderate (2)	Moderate (2)	High (3)	Low (1)	Low (1)	Low (1)	Low (1)	17	102	High
Human Health Emergency	6	High (9)	Low (1)	High (3)	None (0)	None (0)	None (0)	High (3)	Low (1)	17	102	High
Fire/Explosion in Industrial Occupancy	4	High (9)	Moderate (2)	Moderate (2)	Moderate (2)	Moderate (2)	Moderate (2)	High (3)	High (3)	25	100	High
Weather Event	5	Moderate (6)	Moderate (2)	Moderate (2)	High (3)	High (3)	Moderate (2)	Moderate (2)	None (0)	20	100	High
Fire in Commercial Occupancy	5	Moderate (6)	Moderate (2)	Moderate (2)	High (3)	Moderate (2)	Moderate (2)	Moderate (2)	Low (1)	20	100	High
Fire/Explosion in Vulnerable Occupancy	4	High (9)	Moderate (2)	High (3)	Moderate (2)	Low (1)	Low (1)	Moderate (2)	High (3)	23	92	High
Road and Highway Emergency	6	Medium (6)	Low (1)	Moderate (2)	Low (1)	Low (1)	Low (1)	Low (1)	Moderate (2)	15	90	Moderate
Floods	5	Moderate (6)	Low (1)	Low (1)	Moderate (2)	Moderate (2)	Moderate (2)	Low (1)	Moderate (2)	17	85	Moderate
Hazardous Materials Incident	4	Moderate (6)	Low (1)	Moderate (2)	Low (1)	Low (1)	Moderate (2)	Moderate (2)	Moderate (2)	17	68	Moderate
Critical Infrastructure Failure	5	Low (3)	Low (1)	Low (1)	Moderate (2)	Moderate (2)	Low (1)	Low (1)	Moderate (2)	13	65	Moderate
Forest/Wildland Fire	6	Low (3)	Low (1)	Low (1)	Moderate (2)	Low (1)	Moderate (2)	None (0)	None (0)	10	60	Low
Power Generating Plant and Dam Failure	2	Low (3)	Low (1)	Low (1)	Moderate (2)	Moderate (2)	Moderate (2)	Low (1)	Low (1)	13	26	Low



### **13.1.1 Public Safety Risk Summary: Fire in Residential Occupancy**

**Type of Risk: Fire in Residential Occupancy**

**Risk Level: High**

**Risk Score: 102**

#### **Current Treatment, Capability, and Services Provided:**

- The Department offers interior fire attack services, public education, and code enforcement
- The Department has implemented a fire prevention policy and a home and life safety program
- The Department has a comprehensive fire safety inspection program in place; the number of inspections is set by the Department's fire prevention policy

#### **Administrative and Operational Risks/Concerns/Observations:**

- A Fire Master Plan was completed for the Town of Arnprior in 2018.
- The Department must ensure it is trained to meet the service demands expected by the community.

### 13.1.2 Public Safety Risk Summary: Human Health Emergency

**Type of Risk: Human Health Emergency**

**Risk Level: High**

**Risk Score: 102**

#### **Current Treatment, Capability, and Services Provided:**

- The Department may need to assist paramedic services with providing access to patients
- The Department provides rescue services (such as for motor vehicle collisions)

#### **Administrative and Operational Risks/Concerns/Observations:**

- Firefighters are exposed to viruses
- Staff availability for a response
- Providing PPE and vaccines (if available)
- The Department must ensure it is trained to meet the service demands expected by the community

### 13.1.3 Public Safety Risk Summary: Fire/Explosion in Industrial Occupancy

**Type of Risk: Fire/Explosion in Industrial Occupancy**

**Risk Level: High**

**Risk Score: 100**

#### **Current Treatment, Capability, and Services Provided:**

- The Department provides structural firefighting
- The Department has a comprehensive fire prevention policy in place that the frequency for inspections in these occupancies
- Pre-planning of the Town's industrial occupancies is an undertaking that requires completion and requires considerable time and resources. Preplanning will contribute to the safety of the Department's firefighters and the buildings' occupants. The Department is trained to the awareness level for hazardous materials responses

#### **Administrative and Operational Risks/Concerns/Observations:**

- There are several industrial plants in the Town that may have the potential for a fire or explosion
- There are several large buildings with heavy fire loads
- Due to the number of people that may be inside manufacturing facilities, large loss of life is a concern
- A Fire Master Plan was completed for the Town of Arnprior in 2018.

#### 13.1.4 Public Safety Risk Summary: Weather Event

**Type of Risk: Weather Event**

**Risk Level: High**

**Risk Score: 100**

#### **Current Treatment, Capability, and Services Provided:**

- The Department responds to weather events, including high winds, tornadoes, snowstorms, and ice storms, that can lead to severe infrastructure damage such as damaged hydro lines or fibreoptic cables

#### **Administrative and Operational Risks/Concerns/Observations:**

- Building collapses require mutual aid assistance
- During weather events, accessibility around the Town may be a challenge
- Public education on safe practices for heating and other fire risks associated with this type of situation needs to be delivered
- Residents may not have a 72-hour emergency kit
- The Town's history shows that blizzards, heavy snow, and ice storm events have occurred in the area
- Climate change is influencing weather events throughout all four seasons

### 13.1.5 Public Safety Risk Summary: Fire in Commercial Occupancy

**Type of Risk: Fire in Commercial Occupancy**

**Risk Level: High**

**Risk Score: 100**

#### **Current Treatment, Capability, and Services Provided:**

- The Department provides interior fire attack services, public education, and code enforcement
- Pre-planning of the Town's commercial occupancies is an undertaking that requires completion and requires considerable time and resources. Preplanning will contribute to the safety of the Department's firefighters and the buildings' occupants. The Department is trained to the awareness level for hazardous materials responses
- The Department delivers a prevention program, which includes fire and life safety inspections
- Department is trained to the awareness level for hazardous materials responses

#### **Administrative and Operational Risks/Concerns/Observations:**

- Commercial buildings may be co-located with residential buildings, especially in the downtown core
- Certain commercial buildings may be at risk for an explosion or a small hazardous material spill
- A Fire Master Plan was completed for the Town of Arnprior in 2018.

### 13.1.6 Public Safety Risk Summary: Fire/Explosion in Vulnerable Occupancy

**Type of Risk: Fire/Explosion in Vulnerable Occupancy**

**Risk Level: High**

**Risk Score: 92**

#### **Current Treatment, Capability, and Services Provided:**

- The Department provides structural firefighting
- The Department provides interior fire rescue services
- The Department is mandated by the province to conduct annual fire inspections and witness fire drills in vulnerable occupancies, forwarding reports the Fire Marshal once they are completed
- Pre-planning of the Town's vulnerable occupancies is an undertaking that requires completion and requires considerable time and resources. Preplanning will contribute to the safety of the Department's firefighters and the buildings' occupants. The Department is trained to the awareness level for hazardous materials responses

#### **Administrative and Operational Risks/Concerns/Observations:**

- Department must ensure it is trained to meet the service demands expected by the community
- Evacuation could be a challenge for larger occupancies
- The COVID-19 pandemic has led to a decrease in staffing levels
- A Fire Master Plan was completed for the Town of Arnprior in 2018.

### **13.1.7 Public Safety Risk Summary: Road and Highway Emergency**

**Type of Risk: Road and Highway Emergency**

**Risk Level: Moderate**

**Risk Score: 90**

#### **Current Treatment, Capability, and Services Provided:**

- The Department responds to road incidents, including motor vehicle collisions, fire suppression, hazardous materials (awareness level), and rescue, as part of the services it provides

#### **Administrative and Operational Risks/Concerns/Observations:**

- The Department must consider its training plan in regard to the services it should provide, including large vehicle incidents
- There is a high volume of traffic on provincial highways
- There may be unknown materials transported through the Town, including hazardous materials

### **13.1.8 Public Safety Risk Summary: Flood**

**Type of Risk: Flood**

**Risk Level: Moderate**

**Risk Score: 85**

#### **Current Treatment, Capability, and Services Provided:**

- The Department responds to weather events, including floods, that can lead to severe damage to homes and infrastructure

#### **Administrative and Operational Risks/Concerns/Observations:**

- During floods, accessibility around the Town may be a challenge
- Public education on safe practices for heating and other fire risks associated with this type of situation needs to be delivered
- Residents may not have a 72-hour emergency kit
- The Town's history shows flooding has occurred in the area in the past 5 years.
- Climate change is influencing weather events throughout all four seasons



### **13.1.9 Public Safety Risk Summary: Hazardous Materials Incident**

**Type of Risk: Hazardous Materials Incident**

**Risk Level: Moderate**

**Risk Score: 68**

#### **Current Treatment, Capability, and Services Provided:**

- The Department is trained to an awareness level for hazardous materials incidents
- Inspections are conducted for occupancies that may contribute to hazardous material releases or spills
- Pre-planning of the Town's occupancies/areas where a hazardous materials spill/release is possible is an undertaking that requires completion and requires considerable time and resources. Preplanning will contribute to the safety of the Department's firefighters and the buildings' occupants. The Department is trained to the awareness level for hazardous materials responses
- The Department's role is to activate the required resources for adequate response to this type of risk, and then provide incident command until those resources arrive

#### **Administrative and Operational Risks/Concerns/Observations:**

- There are time concerns related to how long it may take the appropriate agency to make a response
- Hazardous materials may be released on transportation routes

### **13.1.10 Public Safety Risk Summary: Critical Infrastructure Failure**

**Type of Risk: Critical Infrastructure Failure**

**Risk Level: Moderate**

**Risk Score: 65**

#### **Current Treatment, Capability, and Services Provided:**

- The Department provides a safety zone (and evacuation, if necessary) until the proper authorities arrive to isolate or repair the damaged infrastructure

#### **Administrative and Operational Risks/Concerns/Observations:**

- It may take time for the proper authorities and other agencies to arrive at the scene
- The Department's firefighters need training to ensure they recognize the risks associated with this hazard and what safety measures are needed
- The level of public education about 72-hour emergency kits

### **13.1.11 Public Safety Risk Summary: Forest/Wildland Fire**

**Type of Risk: Forest/Wildland Fire**

**Risk Level: Low**

**Risk Score: 60**

#### **Current Treatment, Capability, and Services Provided:**

- The Department responds to fires in the Grove Forest area and the trail system
- The Department provides a safety zone (and evacuation, if necessary) until other agencies arrive to assist with suppression activities

#### **Administrative and Operational Risks/Concerns/Observations:**

- It may take time for other agencies arrive to on-scene to assist with suppression activities

### **13.1.12 Public Safety Risk Summary: Power Generating Plant/Dam Failure**

**Type of Risk: Power Generating Plant/Dam Failure**

**Risk Level: Low**

**Risk Score: 26**

#### **Current Treatment, Capability, and Services Provided:**

- The Department provides a safety zone (and evacuation, if necessary) until the proper authorities arrive to isolate or repair the damaged infrastructure
- The Department responds to areas within the inundation area and provides assistance if required

#### **Administrative and Operational Risks/Concerns/Observations:**

- It may take time for the proper authorities and other agencies to arrive at the scene
- The Department's firefighters need training to ensure they recognize the risks associated with this hazard and what safety measures are needed
- The level of public education about 72-hour emergency kits

### **13.2 Risk Treatment Planning Process**

After identifying the public safety risks that are present in a community and completing a risk analysis for each, the next step in the risk treatment planning process is developing a risk treatment plan for the identified risks. The risk treatment process follows an evidence-based approach that more clearly defines the problems posed by the risks, considers outcomes of proposed actions, assesses options, and provides recommendations to address the identified issues.

The following subsections present the proposed RTPs for the public safety risks that have been identified in the Town.

### 13.2.1 Risk Treatment Plan: Fire in Residential Occupancy

**Type of Risk: Fire in Residential Occupancy**

**Risk Level: High Risk Score: 102**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

The Department has responded to 20 residential fires in the past five years that cost the Town a \$2.2 million loss.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met. The fire prevention policy, home and life safety policy, and smoke alarm/CO program are in place and enforced.

3. Does the community have the capability to deliver these services?

Yes, and under the established mutual aid agreement, the Department can access additional staff and equipment for emergency responses if required.

4. Is there a better way to make the community safer?

As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs. Pre-planning the high-density and high-rise residential buildings would greatly enhance the safety of firefighters and building occupants.

The existing and planned residential development in which lightweight construction materials are used must be documented as per OFMEM Directive 2022 – 001.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

Yes, the existing and planned residential development in which lightweight construction materials are being used.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring to ensure compliance with the FPPA
- Mitigate: Develop a response standard for the Town

#### **Resources Needed**

- Staff time and Department resources are needed to complete pre-planning

#### **Timeline**

- Ongoing

### 13.2.2 Risk Treatment Plan: Human Health Emergency

**Type of Risk: Human Health Emergency**

**Risk Level: High Risk Score: 102**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

The Department currently assists with responses to health emergencies.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

There is nothing to suggest the community's needs/expectations are not being met; however, there is a possibility that services could be altered due to staff shortages or if public needs change.

4. Is there a better way to make the community safer?

The Department follows the recommendations of the local health unit and the Province of Ontario, as they are the leads for this emergency.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring

#### **Resources Needed**

- N/A

#### **Timeline**

- Ongoing

### 13.2.3 Risk Treatment Plan: Fire/Explosion in Industrial Occupancy

**Type of Risk: Fire/Explosion in Industrial Occupancy**

**Risk Level: High Risk Score: 100**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

There are many industrial occupancies in the Town that are at risk for a potential fire/explosion.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met; however, the pre-planning process requires considerable time and resources.

3. Does the community have the capability to deliver these services?

The Department may need assistance with some industrial fires, but mutual aid is in place for neighbouring departments to assist.

4. Is there a better way to make the community safer?

As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs.

Pre-planning the industrial occupancies may help with limiting loss of life and other outcomes of a fire

Keep the fire prevention policy implemented, including inspections and public education.

Examine the causes of fires to determine appropriate public education programs.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring to ensure compliance with the FPPA
- Mitigate: Develop a response standard for the Town
- Share: Industries must be aware of their responsibilities regarding fire prevention, safe handling and storage of hazardous materials, and implementing the approved fire safety plan



**Resources Needed**

- Staff time and Department resources are needed to complete inspections and pre-planning

**Timeline**

- Ongoing

### 13.2.4 Risk Treatment Plan: Weather Event

**Type of Risk: Weather Event**

**Risk Level: High Risk Score: 100**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

The Town has experienced extreme weather events in the past. There have been significant storm and tornado warnings in the area.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

To date, they have been able to provide required services, but if a tornado passes through the Town, assistance through the established mutual aid agreement may be needed. The Town may also require assistance from the provincial government.

4. Is there a better way to make the community safer?

The Department can provide public education on what to do during an emergency and promote the importance of having a 72-hour emergency kit.

The Department should assist the Town with providing public education about emergency management.

Understand the roles in the Town's emergency response plan.

Ensure the Department understands how mutual aid, the OFMEM, and other agencies can assist with large-scale events.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Options and Strategies/Actions

- Mitigate: Continue providing public education on what to do during an emergency and promote the importance of having a 72-hour emergency kit

#### Resources Needed

- Staff time

#### Timeline

- Ongoing

### 13.2.5 Risk Treatment Plan: Fire in Commercial Occupancy

**Type of Risk: Fire in Commercial Occupancy**

**Risk Level: High Risk Score: 100**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

The Town has had several fires in the past five years, and there is the risk of significant losses. The Department is providing interior firefighting services as part of its core services.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met; however, there have been few inspections conducted in these types of buildings.

3. Does the community have the capability to deliver these services?

If the Department needs assistance with some commercial fires, mutual aid is in place for neighbouring fire departments to assist.

4. Is there a better way to make the community safer?

As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs. The Department should also keep the fire prevention policy implemented, including the public education and code enforcement programs, and pre-plan the commercial occupancies as it may help with limiting loss of life and other outcomes of a fire.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring to ensure compliance with the FPPA
- Mitigate: Develop a response standard for the Town

#### **Resources Needed**

- Staff time and Department resources are needed to complete inspections and pre-planning

#### **Timeline**

- Ongoing

### 13.2.6 Risk Treatment Plan: Fire/Explosion in Vulnerable Occupancy

**Type of Risk: Fire/Explosion in Vulnerable Occupancy**

**Risk Level: High Risk Score: 92**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

There are five vulnerable occupancies in the Town.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The Department has been inspecting these occupancies annually as per provincial mandate.

4. Is there a better way to make the community safer?

The Department can continue conducting inspections, witnessing fire drills, documenting violations, and monitoring any trends. Pre-planning of all vulnerable occupancies may help with limiting loss of life and other outcomes of a fire.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring to ensure compliance with the FPPA
- Mitigate: Develop a response standard for the Town

#### **Resources Needed**

- Staff time and fire department resources to complete Inspections and pre-planning process.

#### **Timeline**

- Ongoing

### 13.2.7 Risk Treatment Plan: Road and Highway Emergency

#### Type of Risk: Road and Highway Emergency

**Risk Level: Moderate      Risk Score: 90**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

Each year, the Department is called to respond to incidents of motor vehicle collisions and fires involving both passenger and commercial vehicles.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The Department can deliver these services but may request assistance for large-scale incidents or specialized incidents through mutual aid.

4. Is there a better way to make the community safer?

The Department can ensure an adequate response to these types of incidents but engaging an engineer to review the high-collision areas of the Town's road networks may yield a solution or solutions to the issues that cause these types of incidents.

The Department can also enhance auto extrication training initiatives and explore new training options.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Options and Strategies/Actions

- Transfer: The presiding roads authority should look to find the solution to any issues that cause motor vehicle accidents in high-collision areas

#### Resources Needed

- N/A

#### Timeline

- N/A

### 13.2.8 Risk Treatment Plan: Flood

#### Type of Risk: Flood

**Risk Level: Moderate      Risk Score: 85**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

Flooding occurred in the Town in both 2017 and 2019.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

To date, the Department has been able to provide the required services; however, if a larger flooding incident occurs, the Department may require neighbouring fire departments to assist through the established mutual aid agreement. The Town may also require assistance from the provincial government and other agencies.

4. Is there a better way to make the community safer?

The Department can provide public education on what to do during an emergency and promote the importance of having a 72-hour emergency kit.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Options and Strategies/Actions

- Mitigate: Continue providing public education on emergencies and promote the importance of having a 72-hour emergency kit

#### Resources Needed

- Staff time

#### Timeline

- Ongoing

### 13.2.9 Risk Treatment Plan: Hazardous Materials Incident

#### Type of Risk: Hazardous Materials Incident

**Risk Level: Moderate      Risk Score: 68**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

There are industrial occupancies in the Town that house hazardous materials, such as an arena complex that houses ammonia and large propane storage. Additionally, hazardous materials may potentially be transported by highway and the Spur rail line.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The Department is trained to the awareness level for hazardous materials and can provide rescue and clean-up efforts. Assistance for dealing with hazardous materials incidents may be arranged through mutual aid and the province.

4. Is there a better way to make the community safer?

The Department can continue inspecting and pre-planning the Town's industrial sites. Also, completing additional training to the operational level in hazardous materials response would be beneficial.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Options and Strategies/Actions

- Accept: Continue inspecting and conduct pre-planning of the Town's industrial/commercial occupancies
- Firefighters shall complete hazardous materials response training to the operational level

#### Resources Needed

- Staff time

#### Timeline

- Ongoing

### 13.2.10 Risk Treatment Plan: Critical Infrastructure Failure

#### Type of Risk: Critical Infrastructure Failure

**Risk Level: Moderate      Risk Score: 65**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

If the O.P.G. owned Dam malfunctions, it could result in catastrophic flooding. If the Town's power generating plant suffers a failure, it could result in power disruption.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The community's needs are currently being met. Ontario Power Generation, Hydro One, Enbridge, the Town of Arnprior roads, water, and wastewater treatment staff, the MTO, and the County roads departments are the lead agencies that maintain the Town's critical infrastructure and provide responses to emergencies affecting those services.

4. Is there a better way to make the community safer?

The Department can provide public education and promote the importance of having a 72-hour emergency kit. Communication can be provided through social media.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Option(s) and Strategies/Actions

- Accept: Continue monitoring
- Transfer: Transfer the risk to the agencies responsible for the Town's critical infrastructure

#### Resources Needed

- Staff time

#### Timeline

- Ongoing



### 13.2.12 Risk Treatment Plan: Forest/Wildland Fire

**Type of Risk: Forest/Wildland Fire**

**Risk Level: Low    Risk Score: 60**

#### **Determining Appropriate Fire Protection Services**

1. What evidence is there to support the need for these services?

In the past five years, the Department has needed to respond to fires in the Grove Forest area.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The Department can deliver the required services, and additional staff and equipment is available through mutual aid, if needed.

4. Is there a better way to make the community safer?

As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs. Education services and information from other agencies, including provincial agencies, are also available to assist with public education.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### **Recommended Risk Treatment Options and Strategies/Actions**

- Accept: Continue monitoring

#### **Resources Needed**

- Staff time

#### **Timeline**

- Ongoing

### 13.2.11 Risk Treatment Plan: Power Generating Plant and Dam Failure

#### Type of Risk: Power Generating Plant and Dam Failure

**Risk Level: Low    Risk Score: 26**

#### Determining Appropriate Fire Protection Services

1. What evidence is there to support the need for these services?

A dam malfunction could result in catastrophic flooding. A failure at the power generating plant could result in power disruption.

2. Does the current treatment meet community needs/expectations?

There is nothing to suggest the community's needs/expectations are not being met.

3. Does the community have the capability to deliver these services?

The community's needs are currently being met. Ontario Power Generation and Hydro One are the lead agencies that maintain and respond to these types of emergencies.

4. Is there a better way to make the community safer?

The Department can provide public education and promote the importance of having a 72-hour emergency kit. Communication can be provided through social media.

5. Are there any emerging risks in the community that are not currently treated or cannot be treated by the fire department?

None currently.

#### Recommended Risk Treatment Options and Strategies/Actions

- Accept: Continue monitoring
- Transfer: Transfer the risk to Ontario Power Generation and Hydro One

#### Resources Needed

- N/A

#### Timeline

- Ongoing

### 13.3 Public Safety Response Entities for the Town of Arnprior

Table 34 below helps complete the public safety response profile of this CRA, the profile related to O. Reg. 378/18 (“the types of incidents responded to by other entities in the community and those entities’ response capabilities”). Activating the appropriate resources and maintaining scene security until that “other entity” arrives are often the only expectations of community response.

Table 34: Public safety response entities for the Town of Arnprior.

Type of Incident/Response	Public Safety Response Entity	Response Capabilities
Aviation	Ontario Provincial Police (OPP)	Provides scene security, conducts search and rescue operations, evidence searches, and investigations under federal and provincial statutes.
Aviation	Transportation Safety Board (TSB)	Investigates air, rail, marine, and pipeline occurrences to advance transportation safety and reduce risk.
Aviation	Canadian Armed Forces National Search and Rescue	Coordinates responses and provides search and rescue services in central Canada out of the Trenton Joint Rescue Coordination Centre.
Structural Failure	OFMEM HUSAR and OPP USAR teams	Provides specialized rescue skills supplemented by search, medical, and structural assessment resources in mobile, highly integrated teams.
Structural Failure	Industry technical rescue teams	Can respond to various incidents, including structural collapses, earthquakes, tornadoes, severe storms, and explosions.
Dam Failure	Dam owner (OPG) and local conservation authorities	Administers and implements the public safety measures plan.  Maintains a comprehensive

Type of Incident/Response	Public Safety Response Entity	Response Capabilities
		<p>dam inventory that includes the status of the dam and contact information to assist if an emergency occurs.</p> <p>Pursues regulatory enforcement related to dam safety.</p>
Electrical Outage	Hydro One Networks	<p>A customer communications centre receives reports of power outages and generates outage reports.</p> <p>The Ontario Grid Control Centre, which operates the power system, receives the outage report and notifies the appropriate local crew to assess the situation.</p>
Fire and Explosion	OFMEM Fire Investigation Services	Investigates and provides consultation services on the cause, origin, and circumstances of fires and explosions as per Fire Marshal Directive 2015-002: Reporting of Fires and Explosions Requiring Investigation.
Fire and Explosion	Technical Standards and Safety Authority (TSSA)	Investigates non-compliance with codes and regulations related to technology and equipment before and following a related incident.
Flood	Ministry of Natural Resources	Monitors watershed conditions for flood potential and liaises with dam owners to control water flows.
Forest Fire	Ministry of Natural Resources	Assists with firefighting efforts in forested areas.

Type of Incident/Response	Public Safety Response Entity	Response Capabilities
Medical Emergency	Emergency Medical Assistance Team	The Red Cross is available when health resources are significantly stressed by an emergency or major incident.
Medical Emergency	Ministry of Health and Long-Term Care (EMAT)	A flexible, modular team of specific medical services and supports for incidents that can provide resources such as up to 56 beds (20 critical care and 36 intermediate care).
Medical Emergency	Local Ministry of Health and Long-Term Care (Emergency Health Services)	A series of interrelated land and air emergency medical services designed to provide timely responses and pre-hospital care.
Road and Highway Emergency	Renfrew County	<p>Manages Renfrew County's Road network and can assist with traffic control, road repairs, evacuation planning, and the implementation of emergency highway traffic control measures (with the OPP).</p> <p>Conducts damage assessments of the district transportation system and facilities.</p> <p>Helps keep roadways open for responses, and coordinates contractor equipment/personnel and engineering expertise as needed.</p>
Road and Highway Emergency	Ministry of Transportation	Manages the provincial road network and assists with traffic control and repairs.

Type of Incident/Response	Public Safety Response Entity	Response Capabilities
Road and Highway Emergency	Town of Arnprior	<p>Determines the work to be performed in the Town roads area and contracts the appropriate agency for the work.</p> <p>May also provide traffic control and detours of areas.</p>
Hazardous Materials Incident	Ministry of the Environment, Conservation, and Parks (MECP)	<p>MECP responses assess the environmental and health impacts of an occurrence.</p> <p>MECP ensures legislated responsibilities are met, including tracking and following up on clean-up efforts, providing advice and information about the incident, coordinating agency response (if needed), and initiating government response when required.</p> <p>MECP also ensures cost recovery takes place for a response.</p>
Hazardous Materials Incident	OFMEM	<p>An external resource for the community that provides IMS liaisons and logistics as well as operations support through specialized functions: emergency management field officers, fire investigators, and hazardous materials specialists.</p> <p>The Provincial Emergency Operations Centre may also assist and provide 24/7 service, including monitoring evolving situations, coordinating a provincial response to major</p>

Type of Incident/Response	Public Safety Response Entity	Response Capabilities
		<p>emergencies, active provincial hazard materials response teams, ensuring response coordination in support of the lead ministry, and requesting federal or large-scale assistance as needed.</p> <p>Provides access to provincial hazard materials teams.</p>
Hazardous Materials Incident	Police services	<p>Conducts road closures, the redirection of traffic, and related criminal and provincial investigations.</p> <p>Integrates into the IMS structure and can provide logistical incident support and media relations.</p>

### 13.4 Summary of the Public Safety Risks in the Town of Arnprior

Table 35 summarizes the top-five risks to the Town and their recommended RTPs. Appendix D summarizes the scoring methodology used to produce the information in this table.

Table 35: The Town's top-five safety risks and their risk treatment plans.

Risk	Appropriate Level of Service Being Delivered?	Risk Treatment Plan
Fire in Residential Occupancy	Yes	<ul style="list-style-type: none"> <li>The fire prevention policy, home and life safety policy, and smoke alarm/CO program are in place and enforced</li> <li>The Department should establish a response standard for the Town</li> <li>Under the established mutual aid agreement, the Department can access additional volunteer staff and equipment for emergency responses, if required and available from the responding department</li> <li>As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs. Pre-planning of high-density and high-rise residential buildings would greatly enhance the safety of firefighters and the occupants of the buildings</li> <li>The existing and planned residential development in which lightweight construction materials are used must be documented as per OFMEM Directive 2022 – 001</li> </ul>
Human Health Emergency	Yes	<ul style="list-style-type: none"> <li>The Department follows the recommendations of the local health unit and the Province of Ontario, as they are the leads for this emergency</li> </ul>
Fire/Explosion in Industrial Occupancy	Yes	<ul style="list-style-type: none"> <li>As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs</li> <li>The Department should establish a response standard for the Town</li> <li>Pre-planning the industrial occupancies may help with limiting loss of life and other outcomes of a fire</li> <li>Keep the fire prevention policy implemented,</li> </ul>



Risk	Appropriate Level of Service Being Delivered?	Risk Treatment Plan
		<p>including inspections and public education</p> <ul style="list-style-type: none"> <li>• Examine the causes of fires to determine what public education programs are needed</li> </ul>
Weather Event	Yes	<ul style="list-style-type: none"> <li>• The Department should assist the Town with providing public education about emergency management</li> <li>• Understand the roles in the Town's emergency response plan</li> <li>• Ensure the Department understands how mutual aid, the OFMEM, and other agencies can assist with large-scale events</li> </ul>
Fire in Commercial Occupancy	Yes	<ul style="list-style-type: none"> <li>• As recommended by the OFMEM, the Department should continue using the three lines of defence as the basis for all its life safety programs</li> <li>• The Department should establish a response standard for the Town</li> <li>• Keep the fire prevention policy implemented, including the public education and code enforcement programs</li> <li>• Pre-plan the commercial occupancies as it may help with limiting loss of life and other outcomes of a fire</li> </ul>

## Appendix A: Resources

The Loomex Group used the following resources to help develop this community risk assessment:

Arnprior. (2022, June 12). Wikipedia. <https://en.wikipedia.org/wiki/Arnprior>.

Fire Protection and Prevention Act, 1997.

Ontario Regulation 213/07: Fire Code.

Ontario Regulation 378/18: Community Risk Assessments.

Statistics Canada. February 8, 2017. Census Profile, 2016 Census. Statistics Canada Catalogue no. 98-316-X2016001. Ottawa. Version updated June 18, 2019. Ottawa.

## Appendix B: Fire Marshal Directive 2022-001

### Fire Marshal Directive 2022 – 001

#### TOPIC: Use of Information on Lightweight Construction to Inform Fire Suppression Pre-Planning Activities

This directive is issued under the provisions of the *Fire Protection and Prevention Act, 1997*, (FPPA) S.O. 1997, chapter 4, clause 9.(1)(b). It is the responsibility of every assistant to the Fire Marshal to follow the Fire Marshal's directive as set out in subsection 11.(1) of the FPPA. Further, under clause 9.(2)(b) of the FPPA, the Fire Marshal has the duty to advise municipalities in the interpretation and enforcement of this Act and the regulations.

#### Background

It has been well established that buildings constructed with truss and lightweight construction systems<sup>i</sup> (commonly referred to as lightweight construction) may be susceptible to pre-mature failure and rapid collapse under certain fire conditions, and thereby pose a risk to responding fire crews. Given this risk, it is important for responding fire departments to be aware of the presence of lightweight construction in buildings to inform delivery of fire suppression services and protect the safety of firefighters.

Following the tragic passing of two volunteer firefighters, Ken Rea and Ray Walter, who were killed while battling a fire in Listowel when the roof of the building they were inside collapsed, the focus is to provide firefighters with the necessary information about a building's structural composition to safely plan fire suppression activities and help ensure their safety.

Building stock profile, including any building-related risks known to the fire department, must be considered in the development of the Community Risk Assessment required under [Ontario Regulation 378/18](#) – Community Risk Assessments (CRA)<sup>ii</sup>.

Identifying the presence of lightweight construction where it is known to exist in a community's building stock is required<sup>iii</sup> by Worksheet #2 "Building Stock Profile" included in Appendix A of Office of the Fire Marshal technical guideline TG-02-2019 (as revised on February 25, 2022). Where this information is used to inform fire suppression pre-planning activities, the goal of providing firefighters with necessary information to help ensure their safety is met.

#### Directive

Those assistants to the Fire Marshal, as identified in clause 11.(1)(a) of the FPPA (the fire chief of every fire department), are directed to:

- Ensure that information on the presence of truss and lightweight construction systems (lightweight construction) in a community's building stock, that is known and documented in the Community Risk Assessment, is used to inform fire suppression pre-planning activities conducted within the community:
  - by the local fire department; and
  - by other municipalities providing fire suppression services through fire protection agreements.

Those assistants to the Fire Marshal, as identified in clause 11.(1)(b) of the FPPA (the clerk of every municipality that does not have a fire department) are directed to:

- Ensure that information on the presence of truss and lightweight construction systems (lightweight construction) in the community's building stock, that is known and documented in the Community Risk Assessment, is provided to those fire departments who provide fire protection services to the community, to inform their fire suppression pre-planning activities.

### Rationale

As truss and lightweight construction systems may be susceptible to pre-mature failure and rapid collapse under certain fire conditions, and pose a risk to responding fire crews, information pertaining to the presence of lightweight construction that is known and documented in a Community Risk Assessment must be used to inform pre-planning activities so that firefighters responding to a fire emergency may appropriately plan their fire response strategy.

Jon Pegg

Ontario Fire Marshal

*February 25, 2022*

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<sup>i</sup> Buildings constructed using:

- I. lightweight pre-engineered floor or roof systems containing lightweight elements such as wood I-joists, cold formed steel joists, wood truss assemblies with metal or wood plates and metal web wood joists; or
- II. lightweight floor or roof systems containing solid sawn lumber joist less than 38 mm by 235 mm.

<sup>ii</sup> The CRA is an in-depth and comprehensive assessment to inform fire protection service levels and requires the identification, analysis, evaluation and prioritizing of risk, based on nine mandatory profiles. The regulation outlines a standard set of information profiles that must be considered when conducting a community risk assessment. The information and data gathered to address each of the profiles will assist in determining and prioritizing the risks to public safety in the community, and determining the fire protection services to be provided by municipalities and fire departments in territories without municipal organization to address those risks.

<sup>iii</sup> Section 2. (3) of the regulation requires that a CRA be in the form, if any, that the Fire Marshal provides or approves. The minimum expected level of information and detail that must be considered with respect to each of the mandatory profiles is outlined in Worksheets 1–9 included in Appendix A of TG-02-2019. While different styles and formats of the worksheets may be used, the information that is collected and considered for each profile must at minimum include the information outlined in the Appendix A worksheets.

## Appendix C: Glossary of Terms

There are varying definitions for the terms used in risk assessment and risk management, depending on the context to which a term is applied. For this CRA, The Loomex Group used the following definitions, as they generally align with both the [Emergency Management Ontario's Glossary of Terms](#) and the [Fire Protection and Prevention Act, 1997](#):

**Assessment:** The evaluation and interpretation of available information to provide a basis for decision-making.

**Ontario Building Code:** A set of ordinances or regulations and associated standards intended to control aspects of design, construction, materials, alteration, and occupancy of structures that are necessary to ensure human safety and welfare, including resistance to collapse and damage.

**Catastrophe:** An emergency of particularly severe proportions.

**Community:** A generic term that includes both municipalities and First Nations.

**Consequence:** The outcome of an event or situation expressed qualitatively or quantitatively, being a loss, injury, or disadvantage.

**Critical infrastructure:** The application of risk management and business continuity management processes and techniques for the purpose of reducing the vulnerabilities of critical infrastructure in both the physical and cyber realms by decreasing the frequency, duration and scope of disruptions and facilitating response and recovery.

**Environmental:** Harm to human and non-human (i.e., wildlife, fish, and vegetation) species of life and general decline in quality of life within the community or ecosystem due to air/water/soil contamination. The negative consequences of a hazard on the environment, including the soil, water, air and/or plants and animals.

**Economic:** Disruptions to businesses and financial activities, monetary losses due to impacts from the event and other negative consequences for the community or regional economy. The negative economic consequences of a hazard, including on businesses, industries, or regional economies.

**Evacuation:** Potential for formal evacuation, shelter-in-place orders, or people stranded.

**Fire department (fire services):** A group of firefighters authorized by a municipality, group of municipalities or by an agreement to provide fire protection services.

**Hazard:** A phenomenon, substance, human activity, or condition that may cause loss of life, injury or other health impacts, property damage, loss of livelihoods and services,



social and economic disruption, or environmental damage. These may include natural, technological, or human-caused incidents or some combination of these.

**Hazardous material:** A substance (gas, liquid or solid) capable of causing harm to people, property, environment, economy and/or services, e.g., a toxic, flammable, or explosive substance.

**Life safety:** Injuries or loss of life due to community and/or responder exposure to life-threatening situations.

**Mitigation:** Actions taken to reduce the adverse impacts of an emergency or disaster. Such actions may include diversion or containment measures to lessen the impacts of a flood or a spill.

**Probability/Likelihood:** The likelihood of an event occurring may result in an emergency, disaster, or service disruption.

**Property damage:** Monetary losses relating to private and public buildings, property content, irreplaceable assets, significant historic/symbolic landmarks, and critical infrastructure.

**Psychosocial:** Unusual or uncharacteristic behaviours such as mental health issues (such as hoarding).

**Public education program:** A program that provides focused information to a target audience to educate about protective actions to reduce the risk of life and property damage in an emergency.

**Reputational:** The perception of one or more organizations or jurisdictions in the minds of its stakeholders, the public, and others who are vital to its success.

**Risk:** The product of the probability of the occurrence of a hazard and its consequences.

**Risk assessment:** A methodology to determine the nature and extent of risk by analyzing potential hazards and the evaluation of vulnerabilities and consequences

## Appendix D: Risk Scoring Methodology

This appendix summarizes the scores for the public safety risks that were identified. The scores are followed by an explanation of the likelihood and consequence categories and levels. This scoring methodology mirrors Emergency Management Ontario's Hazard Identification and Risk Assessment methodology but views the consequences and hazard types differently than Emergency Management Ontario; this is to ensure that the risk assessment reflects the delivery of fire protection services rather than an emergency management program, which has a slightly different focus.

### Likelihood Overview

The likelihood table below is copied from Emergency Management Ontario's HIRA methodology. This methodology was used as part of the CRA to help determine the likelihood of each identified hazard becoming an actualized event.

Likelihood	Category	Chance of Occurrence	Description
1	Rare	Occurs every 100 years or more.	Less than a 1 per cent chance of occurrence in any year.
2	Very Unlikely	Occurs every 50 – 99 years.	Between a 1-2 per cent chance of occurrence in any year.
3	Unlikely	Occurs every 20 – 49 years.	Between a 2-5 per cent chance of occurrence in any year.
4	Probable	Occurs every 5 – 19 years.	Between a 5-20 per cent chance of occurrence in any year.
5	Likely	Occurs <5 years.	Over 20 per cent chance of occurrence in any year.
6	Certain	The hazard will occur annually.	100 per cent chance of occurrence in any year.

### Consequence Overview

Consequences were scored across the eight (8) categories that are described below. The consequences are based on Emergency Management Ontario's HIRA; however, the consequence categories were reduced from 10 to 8 for the CRA, and a heavier overall weighting was given to the "life safety" category – this is to balance the consequences from a front-line emergency response perspective (compared to an emergency management program perspective).

Scores are calculated as follows:

- High x 3
- Moderate x 2
- Low x 1

The maximum score for any category is 3, except for the life safety category. The life safety category has a 3x weight attached to it, and the maximum score for life safety is 9.

Consequence Type	None (0)	Low (1)	Moderate (2)	High (3)
1. Life Safety	Not likely to result in injuries or fatalities. No life safety issues.	Medical treatment required, but no fatalities. Minor treatment or limited hospitalization.	Extensive injuries, significant hospitalization, and/or a fatality.	Large number of severe injuries requiring hospitalization and/or multiple fatalities.
2. Evacuation	Not likely to result in an evacuation, shelter-in-place orders, or people stranded.	A small or localized portion of the population is evacuated, sheltered-in-place, or stranded.	A moderate and generally localized portion of the population is evacuated, sheltered-in-place, or stranded.	A large or widespread portion of the population is evacuated, sheltered-in-place, or stranded.
3. Psychosocial	Not likely to result in significant impacts to individuals' mental and emotional well-being.	Moderate and/or generally short-term impacts to one or more individuals' mental and emotional well-being.	Significant impacts to one or several individuals' mental and emotional well-being, including long-term impacts.	Widespread community impacts to mental and emotional well-being, including long-term impacts.



<b>Consequence Type</b>	<b>None (0)</b>	<b>Low (1)</b>	<b>Moderate (2)</b>	<b>High (3)</b>
4. Property Damage	Not likely to result in property damage.	Could cause minor to moderate damage.	Localized severe damage.	Widespread severe damage or severe damage to multiple properties.
5. Critical Infrastructure	Not likely to disrupt assets or services.	Could cause minor disruption of assets or services.	Could cause major but localized or short-term disruptions to critical infrastructure services.	Could cause widespread, severe, ongoing disruption of assets or services.
6. Environmental	Not likely to result in environmental damage	Could cause localized and reversible damage. Quick clean up possible	Could cause major but reversible damage. Clean up difficult	Could cause severe, irreversible damage. Clean up not possible
7. Economic	Not likely to disrupt business/financial activities	Minor disruption of business/financial activities or the economy of the local area	Could result in some losses for one or more businesses or other negative consequences for the regional or community economy	Could result in losses for an industry or severe economic impact in the community or region
8. Reputational	Not likely to result in significant legal, political, or reputational impacts	Likely to result in limited or short-term legal, political, or reputational impacts	Likely to result in some significant or long-term legal, political, or reputational impacts	Likely to result in significant and/or lasting legal, political, or reputational impacts



## **Town of Arnprior Staff Report**

**Subject:** Nick Smith Centre Canteen Rental Agreement

**Report Number:** 22-08-22-02

**Report Author and Position Title:** G. Ivory, Director of Recreation

**Department:** Recreation

**Meeting Date:** August 22, 2022

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### **Recommendations:**

That Council authorize the Mayor and Clerk to execute the Lease Agreement with 2527567 ON Inc on behalf of the Town of Arnprior for the Nick Smith Centre canteen with terms as outlined within this report.

### **Background:**

The Town of Arnprior currently leases 360 square feet of canteen space, located in the lobby of the Nick Smith Centre to a vendor for the provision of food and beverages for patrons of the facility. While the current vendor was resilient through the challenging years of COVID-19, they have decided not to renew their lease at this time.

### **Discussion:**

Following the conclusion of the 2021-2022 Eastern Ontario Junior Hockey League (EOJHL) the sale of the Arnprior Packers to a new owner was announced. Following the sale, the new owner and his staff met with the Director of Recreation and expressed interest in operating the canteen at the Nick Smith Centre. The new owner has experience in the food services industry and operates the Cottage Cup in Golden Lake.

Partnerships between facility owners and local teams for canteen services is a common practice in eastern Ontario, is mutually beneficial and supports the local organizations. A local example is the Town of Renfrew, where the municipal arena canteen is managed by the local Junior team, the Timberwolves.

Given the benefits from supporting local community organizations and having a committed vendor to support canteen services at the Nick Smith Centre, staff are recommending that Council enter into the proposed lease agreement.

The terms of the proposed lease agreement for the 360 square foot canteen space would be for a three-year term commencing September 24, 2022 and expiring on September 30, 2025. The annual gross rent will begin at \$5,000 plus applicable taxes in year 1 with an increase of 5% in year 2 and again in year 3. Additionally, the tenant would also have occasional use of the Community Hall kitchen and its amenities for large scale events subject to the availability of the Community Hall and its kitchen.

At present, the winter ice and pool schedule are expected to operate at typical operational numbers including the return of all tournaments and special events that are consistent with the fall and winter ice season. Additionally, the Ontario Winter Games will run in February 2023 after the event was postponed in 2022. It is also worth noting that the current winter ice schedules see the arenas operating at their highest capacity over the past 5+ years.

### **Options:**

- a) Council could choose to amend the lease terms to another timeframe or rental rate.
- b) Council could choose to decline the canteen lease entirety.

### **Policy Considerations:**

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

### **Financial Considerations:**

Annual rental revenues generated from the lease agreement will be applied to rental revenues in the Recreation NSC Programming operating budget line which were estimated in the current 2022 operating budget at \$3,200.00.

### **Meeting Dates:**

N/A

### **Consultation:**

N/A

### **Documents:**

N/A

### **Signatures**

**Reviewed by Department Head:** Graeme Ivory

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

**CAO Concurrence:** Robin Paquette

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



## **Town of Arnprior Staff Report**

**Subject:** Chats Lake Community Club Lease Agreement

**Report Number:** 22-08-22-03

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

**Department:** Client Services

**Meeting Date:** August 22, 2022

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### **Recommendations:**

**That** Council authorizes the Mayor and Clerk to execute the Lease Agreement for a portion of Bell Park lands with the Chats Lake Community Boat Club for use as a club house and for docking and related activities, including youth programming with the terms as outlined in the lease agreement.

### **Background:**

In 1961 the Town of Arnprior received a bequest of land from the Morris Family. The land was transferred to the municipality with the covenant that it is used in perpetuity as a Park, for the benefit of youth, to be known as "Bell Park". Following the transfer of the land to the Town of Arnprior, in 1971, the Chats Lake Yacht Club entered into an agreement with the Town for use of a portion of Bell Park, for use as a club house and for docking and related activities.

The Chats Lake Yacht Club now known as the Chats Lake Community Boat Club has been a lessee of that portion of Bell Park since 1971. Since 2015 Council has been extending the terms of the 2010 lease agreement through a Memorandum of Understanding, which expired on March 31, 2022.

### **Discussion:**

Bell Park is a point of land that divides the two rivers. It is bound by the Ottawa River to the north and the Madawaska River to the South.

A gravel road, Leo Lavoie Road, runs through the center of the park. Bell Park is mostly wooded and undeveloped, approximately 4.9 hectares in area with 700 meters of shoreline. A section of the south shore of the park is leased to the Chats Lake Community Boat Club.

As detailed in the 2021 Waterfront Master Plan “the Town should work with the Chats Lake Community Boat Club to establish a long-term lease at Bell Park. The evolution of Bell Park is compatible with the presence of the Club and there may be opportunities to partner with the Club to offer youth sailing in conjunction with summer camps that might use Bell Park. However, in the event that Chats Lake Community Boat Club does not renew its lease in the future, the space should be incorporated into Bell Park as it provides additional opportunities for waterfront access.”

Staff met with a representative of the Club who indicated the Club continues to be interested in renewing its lease, therefore a lease was drafted for a three-year term with the rental being \$1.00/year as well as payment of the current year’s property taxes. In addition, the municipality wants to ensure it is respecting the provisions in the covenant that Bell Park benefits youth, therefore has included section 6.2 which provides that the Club must provide youth programming and if it does not that the Club is responsible to pay an additional \$1000./year as additional rent.

The by-law authorizing the lease agreement is included on the August 22, 2022 agenda for consideration of Council.

### **Options:**

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

### **Policy Considerations:**

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

### **Financial Considerations:**

The terms of the lease agreement include the payment to cover the annual property taxes for the leased property. Should the Club pay the additional \$1,000/year additional rent in lieu of offering youth programming, the additional rents will be applied to youth programming initiatives under the Recreation department operating budget.

### **Meeting Dates:**

N/A

**Consultation:**

GMCS/Treasurer

Director of Recreation

Lease Agreement prepared by Borden Ladner Gervais (BLG)

**Documents:**

Schedule A: [Lease Agreement](#)

**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:** Proclamation – Terry Fox Day

**Report Number:** 22-08-22-04

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

**Department:** Client Services

**Meeting Date:** August 22, 2022

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### Recommendations:

That Council proclaim September 18, 2022 as Terry Fox Day in the Town of Arnprior.

### Background:

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

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to event	Yes
Section 5.2.1 – Name and Address of Organization	Terry Fox Day
Section 5.2.2 – Contact Person's Name	Denise Johnston <a href="mailto:arnpriorterryfoxrun@outlook.com">arnpriorterryfoxrun@outlook.com</a>
Section 5.2.3 – Name of Proclamation and Duration	Terry Fox Day September 18, 2022
Section 5.2.4 – Appropriate Wording for Proclamation	Yes – Taken from Terry Fox Foundation Website

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

Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	Yes
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

**Documents:**

1. Proclamation Document – Terry Fox Day – September 18, 2022
2. Proclamation and Flag Raising Request

**Signatures**

**Reviewed by Department Head:** Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

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





# Town of Arnprior Proclamation

## Terry Fox Day

### September 18, 2022

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**Whereas** the Terry Fox Run is inspired by a dream as big as our country, which began in 1980 with Terry Fox and his Marathon of Hope. The run is now entirely volunteer-driven, and grounded in traditions with events held annually around the world to foster research in the fight against cancer; and

**Whereas** it has become a tradition in Canada to gather friends and family to participate in a volunteer fundraiser to raise public awareness and financial support for cancer research; and

**Whereas** we recognize the importance of cancer research as part of the aims and objectives of the Terry Fox Run on behalf of the people of Canada, of the Province of Ontario, and of the Town of Arnprior; and

**Whereas** Terry once said “Anything is possible if you try.” He was an innovator, attempting to run across Canada on one leg on a humanitarian mission we had never seen before; and

**Whereas** our local residents have taken the initiative to organize a Terry Fox Run for the past 40 years, since 1982; and

**Whereas** this year the Terry Fox Run organizers are creating a challenge between the Town of Arnprior and the Township of McNab/Braeside to see which municipality can raise more money to support this cause, with the hope of each municipality raising \$1 per resident; and

**Whereas** a Flag Raising Ceremony for Terry Fox Day will be held on Friday, September 16, 2022, prior to the event to raise further awareness for the Terry Fox Run being held at Robert Simpson Park on Sunday, September 18, 2022.

**Therefore, be it resolved that** I, Walter Stack, Mayor, do hereby proclaim September 18, 2022 as “**Terry Fox Day**” in the Town of Arnprior and call upon all residents to participate in the Terry Fox Run (<https://run.terryfox.ca/3370>) to raise money for cancer research

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

**From:** [Denise Johnston](#)  
**To:** [Kaila Zamojski](#)  
**Subject:** Terry Fox Run Proclamation Request  
**Date:** August 5, 2022 7:22:08 AM

---

Good Morning Kaila,

I would like to make a formal request to declare Sunday September 18th, 2022, Terry Fox Day in Arnprior and ask council to make that Proclamation, which would include a Flag Raising at Town Hall.

Please let me know when I should drop off the flag to you.

Note: this is the new "Terry Fox Run" email account.

Should you need to reach me, my cell number is: 613-620-1333.

Thank you.

Denise Johnston

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**The Corporation of the  
Town of Arnprior**

**By-law Number 7325-22**

A by-law to authorize the execution of a lease agreement with 2527567 Ontario Inc. for canteen space at the Nick Smith Centre for the provision of food and beverages

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with 2527567 Ontario Inc. for 360 square feet of canteen space, located in the lobby of the Nick Smith Centre to a vendor for the provision of food and beverages for patrons of the facility.

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

1. That the Mayor and Clerk are authorized to execute the Lease Agreement between 2527567 Ontario Inc. and the Town of Arnprior attached as Schedule A, and forming part of this by-law.
2. That any by-laws, resolutions or and/or parts of by-laws or resolutions inconsistent with this By-law are hereby repealed in their entirety.
3. That this By-law comes into force and takes effect on its passing.

**Enacted** and **Passed** this 22 day of August 2022.

Walter Stack, Mayor

Maureen Spratt, Clerk

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## THE CORPORATION OF THE TOWN OF ARNPRIOR

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This indenture is dated this 22 day of August, 2022

**BETWEEN:**

**CORPORATION OF THE TOWN OF ARNPRIOR**

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the “**LANDLORD**”

- and -

**2527567 ON INC**

Hereinafter called the “**TENANT**”

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 77 James Street, Arnprior Ontario, Canada, K7S 1C9 (the “Property”), for the purposes of concession stand activities, with a space of 360 square feet and more particularly outlined in Schedule A attached (the “Premises”).

### **1. GRANT OF LEASE**

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

## 2. PREMISES AND TERM

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being 360 square feet of exclusive dedicated space for the Tenant. The Tenant shall have the exclusive use of that portion of the Property which is noted as Concession stand space (yellow section outlined on **Schedule A**) and shall also have the non-exclusive use of all common areas of the building and the Property. The Tenant shall have occasional use of the Community Hall kitchen (green section outlined on **Schedule A**) for large scale events (i.e. Tournaments) subject to the availability of the Community Hall and its kitchen.
- (2) The Tenant shall lease the Premises for a three (3) year term commencing September 24, 2022 and expiring on September 30, 2025 (the "Term").

## 3. RENT

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents of per year, based on 360 square feet of dedicated space, and shall be payable by the following terms:
  - a. For the term September 24, 2022 to September 30, 2023, a gross rent of \$5,000.00+HST payable in monthly instalments of \$416.66+HST
  - b. For the term October 1, 2023 to September 30, 2024, a gross rent of \$5,250.00+HST payable in monthly instalments of \$437.50+HST
  - c. For the term October 1, 2024 to September 30, 2025, a gross rent of \$5,512.50+HST payable in monthly instalments of \$459.58+HST
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section but does not include HST.
  - a. Not included in the gross rent is Custodial Services or IT Services.  
Note: Access to internet for Point of Sale purposes may be arranged.
  - b. Included in the gross rent are the utilities and use of equipment as outlined in Schedule C.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

## 4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his

right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

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

## **5. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as a Concession Stand space without the express consent of the Landlord given in writing and all use of the Premises shall be subject to the Rules and Regulations in Schedule B attached and as the Landlord may reasonably make from time to time.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - a. constitute a nuisance;
  - b. cause damage to the Premises;

- c. cause injury or annoyance to occupants of neighbouring premises;
  - d. make void or voidable any insurance upon the Premises; or
  - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.
- (4) The tenant shall follow all applicable Orders, guidelines and protocols agreeing to the terms and conditions as outlined in Schedule D.

## **6. LANDLORD'S WORK**

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

## **7. REPAIR AND MAINTENANCE**

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

and tear and damage by fire, lightning and storm only excepted.

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

## **8. ALTERATIONS AND ADDITIONS**

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



- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
- a. the removal is in the ordinary course of business;
  - b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - c. the Landlord has consented in writing to the removal;
- but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

## **9. INSURANCE**

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

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

- i. Non-owned automobile coverage with a limit not less than two million (\$2,000,000.00) and shall include contractual non-owned coverage (SEF 96);
- ii. Products and completed operations coverage;
- iii. Broad form Property Damage; and
- iv. Contractual Liability

- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
  - c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
  - d. Tenant Legal Liability insurance in an amount equal to the rebuilding cost of the square footage occupied. Rebuilding costs increase annually and this adjustment may have to be reflected on the policy annually.
- (2) Each insurance policy referred to above shall name the Landlord (Town of Arnprior) or anyone designated by the Landlord as additional insured, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (3) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days' notice in writing.
- (4) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises
- (5) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the buildings to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increase amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof, provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

## **10. INDEMNIFICATION**

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
- a. Any breach by the Tenant of any of the provisions of this Lease;

- b. Any act or omission of any person on the Premises or any use or occupancy of or any things in the Premises;
  - c. Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises or elsewhere on or about the Building; or
  - d. Any injury or death of persons, or any loss or damage to property of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, contractors or persons for whom the Tenant is in law responsible,
  - e. On the Premises or elsewhere on or about the Building or the Lands.
- (2) Every indemnity, exclusion, release of liability and waiver of subrogation contained in this Lease for the benefit of the Landlord shall extend to and benefit all of the Landlord's servants, agents, employees, and others for whom the Landlord is in law responsible.

## **11. DAMAGE TO THE PREMISES**

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
- a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

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

## **12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

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

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

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

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

(3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any newtenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:

- a. the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
- b. the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

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

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### **13. TERMINATION AT END OF TERM**

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

### **14. NOTICE**

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

**To the Landlord at:**

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

**To the Tenant at the Premises or at:**

2527567 ON INC  
3 Kokomis Road  
Golden Lake, On  
K0J 1X0

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

### **15. REGISTRATION**

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

## **16. INTERPRETATION**

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

## **17. LEASE FORMS ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF** the parties hereto have executed this Lease.

Signed, Sealed and Delivered this 22 day of August, 2022

**THE CORPORATION OF THE  
TOWN OF ARNPRIOR**

\_\_\_\_\_  
Walter Stack  
Mayor

\_\_\_\_\_  
Maureen Spratt  
Clerk

We have authority to bind the Corporation.

**TENANT**

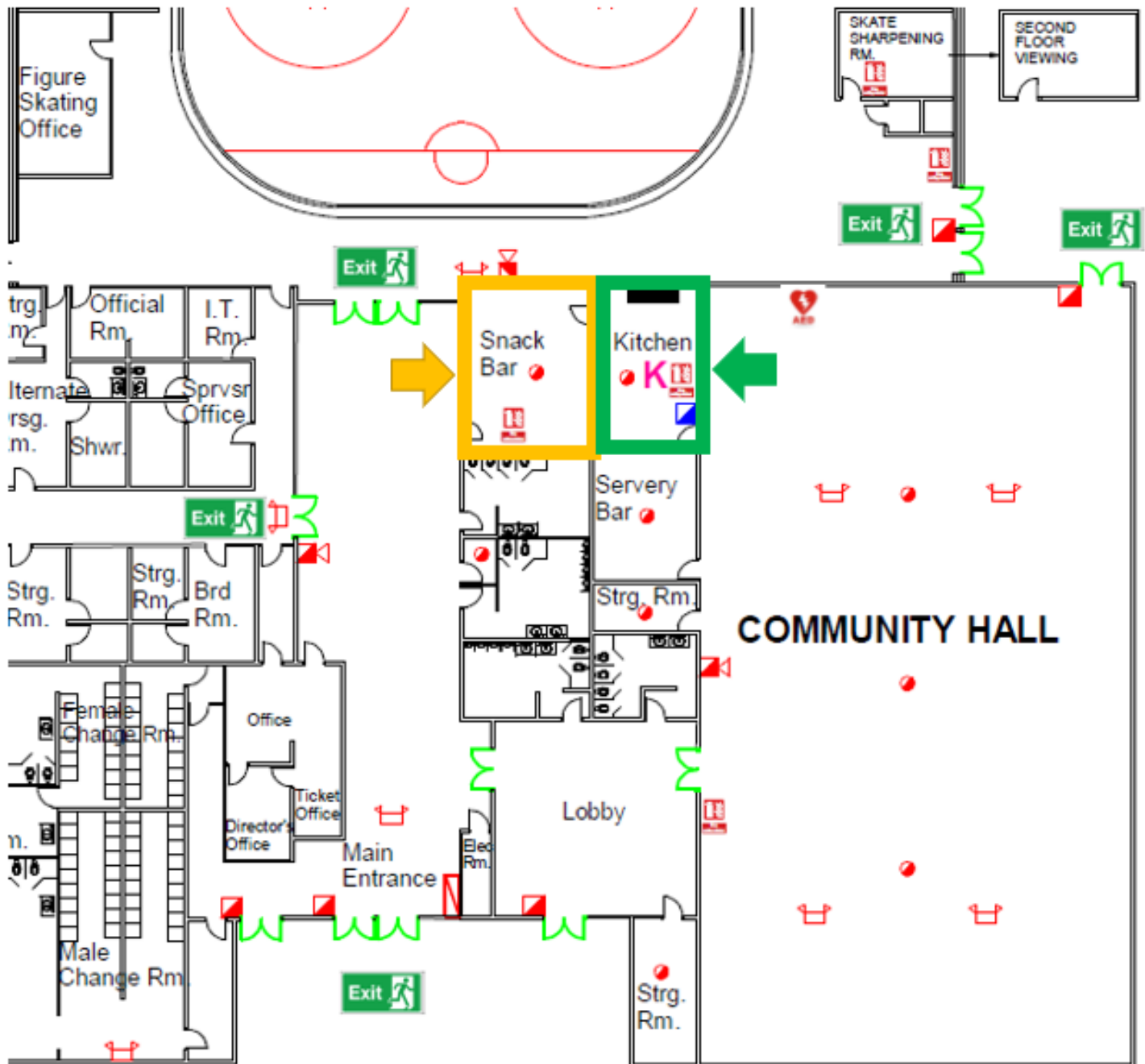
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2527567 ON INC

We have authority to bind the Company.



**Schedule "A"**  
**"THE PREMISES"**

N.B. Highlighted area in yellow represents leased space. Highlighted area in green denotes occasional use of space



## **SCHEDULE "B"**

### **"RULES AND REGULATIONS FORMING PART OF THIS LEASE"**

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

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

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

## **SCHEDULE “C” “TENANT’S WORK”**

The Tenant agrees with the following:

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

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

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

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

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

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

**The Corporation of the  
Town of Arnprior**

**By-law Number 7326-22**

A by-law to authorize the execution of a lease agreement with the Chats Lake Community Boat Club

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with Chats Lake Community Boat Club for a use of a portion of Bell Park for the purpose a Community Boat Club, as a club house and for docking and related activities, including youth programming.

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

1. That the Mayor and Clerk are authorized to execute the Lease Agreement between the Chats Lake Community Boat Club and the Town of Arnprior attached as Schedule A, and forming part of this by-law.
2. That any by-laws, resolutions or and/or parts of by-laws or resolutions inconsistent with this By-law are hereby repealed in their entirety.
3. That this By-law comes into force and takes effect on its passing.

**Enacted** and **Passed** this 22 day of August 2022.

Walter Stack, Mayor

Maureen Spratt, Clerk

THIS LEASE made the [ ] day of [ ], 2022.

B E T W E E N:

**CORPORATION OF THE TOWN OF ARNPRIOR**

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

- and -

**CHATS LAKE COMMUNITY BOAT CLUB**

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

In consideration of the sum of One Dollar (\$1.00) and the rents, covenants and agreements, and subject to the conditions and limitations, contained in this Lease, the Landlord and Tenant covenant and agree as follows:

**ARTICLE 1 - INTERPRETATION**

**1.1 Defined Terms**

In this Lease:

- (a) **"Additional Rent"** means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Minimum Rent) whether or not the same are designated "Additional Rent" or whether or not the same are payable to the Landlord or otherwise and all such sums are payable in lawful money of Canada without deduction, abatement, set-off or compensation whatsoever. Additional Rent is due and payable on demand unless otherwise provided, but in any event is not payable as part of Minimum Rent.
- (b) **"Applicable Laws"** means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force.
- (c) **"Business Day"** means any day that is not a Saturday, Sunday or a day observed under the Applicable Laws as a holiday in the Province of Ontario. **"Business Days"** shall have a corresponding meaning.



- (d) **"Change of Control"** means, in the case of any not-for-profit corporation, the dissolution of the corporation, the conversion to a for-profit corporation or any other entity other than a non-for-profit corporation incorporated and subsisting under the laws of the Province of Ontario or the federal laws of Canada, including without limitation by the amalgamation or merger with another corporation or other entity, or a material amendment to the purposes of the corporation as set out in the articles, letters patent or constating documents of the corporation so as to remove any of the purposes of the corporation as they existed upon the Commencement Date.
- (e) **"Default Rate"** means the lesser of: (i) the Prime Rate plus five percent per annum; and (ii) the maximum interest rate permitted by Applicable Laws, calculated and compounded monthly not in advance.
- (f) **"Environmental Laws"** means all Applicable Laws and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency, authority, tribunal or court (in each case having the force of law), including any obligations or requirements arising under common law or equity, relating in any way to the environment, environmental assessment, health, occupational health and safety, product liability, protection of any form of plant or animal life, or the manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labeling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any Hazardous Substances.
- (g) **"Governmental Authority"** means any government, parliament, legislature, municipal council, or other regulatory or legislative authority, agency, commission, department or board of any government, parliament, legislature, municipal council or any political subdivision thereof, or any court or any other law, by-law, regulation or rule-making entity (including self-regulating and industry boards, associations and entities of all kinds empowered by legislation, by-law, proclamation, order, the exercise of prerogative power or regulation charged with the administration, regulation or enforcement of Applicable Laws or such board's, association's or entity's own codes, ordinances, orders, decrees, edicts, rules, by-laws, regulations policies, voluntary restraints, practices or guidelines), having jurisdiction in the relevant circumstances, or any Person acting under the authority of any of the foregoing (including any arbitrator with the authority to bind the parties at law) or any other authority, agency, commission, department, association or board charged with the administration, regulation or enforcement of Applicable Laws.
- (h) **"Handle"** means to bring onto, handle, treat, produce, process, manufacture, store, use, dispose of, sell, transport or arrange for transport, and **"Handled"** and **"Handling"** have corresponding meanings.

- (i) **"Hazardous Substance"** means any Contaminant, underground or above-ground tanks, pollutant, dangerous or potentially dangerous substance, noxious or toxic substance, hazardous material or substance, waste (including subject waste, liquid industrial waste, other industrial waste, toxic waste and hazardous waste) and deleterious substance, and includes (without limitation) any flammables, explosives, radioactive material, asbestos, polychlorinated biphenyls ("**PCB**"), PCB-containing equipment or materials, pesticides, defoliants, fungi (including without limitation mould or spores arising from fungi), chlorofluorocarbons, hydrochlorofluorocarbons, urea formaldehyde foam insulation, radon gas, chemicals, substances and agents known or believed to cause cancer or reproductive toxicity, toxic substances, petroleum and petroleum-based substances, electrical or magnetic fields, and any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, micro waves, substance, condition or chemical, biological or physical agent of any nature or kind that is now or hereafter prohibited, controlled, monitored or regulated pursuant to Environmental Laws. "**Contaminant**" means any solid, liquid, gas, offensive odour, heat, sound, vibration or radiation that results directly or indirectly from human activities that may cause an adverse environmental effect. "**Deleterious substance**" has the meaning ascribed thereto in the *Fisheries Act* (Canada).
- (j) **"Improvements"** means all buildings, structures, fixtures and improvements located on, in or under the Leased Premises.
- (k) **"Lands"** means the lands municipally known as "Bell Park" in the Town of Arnprior, in the County of Renfrew, which are owned by the Landlord and have the legal description set out in Schedule "A" attached hereto.
- (l) **"Lease"** means this Lease dated as of the date first above written between the Landlord and Tenant.
- (m) **"Lease Year"** means a period of twelve (12) consecutive calendar months commencing on the first day of the month following the Commencement Date if the Commencement Date is not the first day of the month or from the Commencement Date if the Commencement Date is the first day of the month, and each twelve-month period thereafter.
- (n) **"Health Emergency"** means a situation in which the Landlord determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority, that occupants, tenants, invitees or contractors working in or at the Leased Premises are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health.
- (o) **"Minimum Rent"**, means the annual rent payable by the Tenant pursuant to and in the manner set out in Section 4.1 hereof.

- (p) **"Mortgage"** means any mortgage, charge or security instrument (including a deed of trust or mortgage securing bonds) and all extensions, renewals, modifications, consolidations and replacements thereof that may now or hereafter affect the Lands, the Leased Premises or any part of it.
- (q) **"Mortgagee"** means the mortgagee, chargee or other secured party (including a trustee for bondholders), as the case may be, that from time to time holds a Mortgage.
- (r) **"Person"** means, according to the context, any individual, partnership, corporation, trust, trustee or other entity, or any combination of them. **"Persons"** has a corresponding meaning.
- (s) **"Prime Rate"** means the annual rate of interest announced from time to time by the Canadian chartered bank chosen by the Landlord as the daily rate of interest used by such bank as a reference rate in setting rates of interest for Canadian dollar commercial loans and commonly referred to by such bank as its Canadian "prime rate".
- (t) **"Release"** of a Hazardous Substance means any discharge, disposal, pumping, pouring, dumping, injection, emptying, emission, escape, leaching, leak, migration, release or spill, or any introduction into the environment, of the Hazardous Substance and **"Released"** has a corresponding meaning.
- (u) **"Rent"** means Minimum Rent and Additional Rent;
- (v) **"Taxes"** means all taxes, rates, duties, levies, fees, charges, sewer levies, local improvement rates, and assessments whatsoever, imposed, assessed, levied, rated or charged against the Leased Premises from time to time by any lawful taxing authority whether school, municipal, regional, provincial, federal, parliamentary or otherwise and any taxes or other amounts which are imposed in lieu of, or in addition to, any of the foregoing whether or not in existence at the commencement of the Term and whether of the foregoing character or not and any such Taxes levied against the Landlord on account of its ownership of the Leased Premises or its interest therein.
- (w) **"Term"** means the period of time referred to and described in Section 3.1 hereof.
- (x) **"Transfer"** means all or any of the following, whether by conveyance, written agreement or otherwise:
  - (i) an assignment of this Lease in whole or in part;
  - (ii) a sublease of all or any part of the Leased Premises;
  - (iii) the sharing or Transfer of any right of use or occupancy of all or any part of the Leased Premises;

- (iv) any Mortgage, charge or encumbrance of this Lease or the Leased Premises or any part of the Leased Premises or other arrangement under which either this Lease or the Leased Premises become security for any indebtedness or other obligation;
- (v) a Change of Control; and
- (vi) any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership proceedings, seizure by legal process and Transfer by operation of law) that has changed or might change the identity of the Person having use or occupancy of any part of the Leased Premises.

## **1.2 Schedules**

The Schedules of this Lease are a part of it and consist of:

- Schedule "A" -- Legal Description of Lands;
- Schedule "B" -- Description of the Leased Premises;

## **1.3 Number and Gender**

The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where the Tenant comprises more than one entity and to corporations, associations, partnerships, or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

## **1.4 Time of the Essence**

Time is of the essence of this Lease and every part thereof.

## **1.5 Obligations as Covenants**

Each obligation of the Landlord and the Tenant this Lease shall be considered a covenant for all purposes. If the Tenant has failed to perform any of its obligations under this Lease, such obligations shall survive the expiration or other termination of this Lease.

## **1.6 Headings, Words and Numbers**

The table of contents, Article numbers and headings, and Section numbers and headings are inserted for convenience of reference only and are not to be considered when interpreting this Lease. The particular words used to label or identify the defined terms of this Lease shall not be considered when interpreting this Lease or the defined term itself. All references to a Schedule, Article, Section or paragraph number shall be interpreted to be references to a Schedule, Article, Section or paragraph number within this Lease except as specifically provided to the contrary.



## **1.7 No Limitation**

Whenever a statement or provision in this Lease is followed by words denoting inclusion or example (such as "including" or "such as") and then a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" or "but not limited to" do not precede such list or reference.

## **ARTICLE 2 - DEMISE**

### **2.1 Demise**

In consideration of the rents, covenants and agreement hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased and by these presents doth demise and lease unto the Tenant, the premises (herein called the "**Leased Premises**") lying and being upon the Lands, more particularly described and cross hatched on Schedule "B" attached hereto and including the club house and docks and any appurtenant fixtures and Improvements.

### **2.2 Common Driveway**

The Tenant acknowledges and agrees that vehicular and pedestrian access to the Leased Premises are made by way of Leo Lavoie Road. The Tenant covenants and agrees that it shall not obstruct Leo Lavoie Road so as to prevent the ingress and egress of vehicles and pedestrians.

### **2.3 Termination of Existing Leases**

The parties acknowledge and agree that any and all existing leases of the Leased Premises are hereby surrendered and terminated.

## **ARTICLE 3 - TERM**

### **3.1 Term**

- (a) To have and to hold the Leased Premises for a term of three (3) years plus the part of a month, if any, from the date of commencement of the Term of this Lease, commencing from July 1, 2022 (the "Commencement Date") and expiring on June 30, 2025.

### **3.2 No Options to Extend or Renew**

The Tenant has no right to extend or renew the Term of the Lease.

### **3.3 Overholding**

In the event that the Tenant remains in possession of the Leased Premises after the end of the Term hereof, and without the execution and delivery of a new lease or a written renewal or extension hereof, there shall be no tacit or other renewal of this Lease and the Term hereby granted, and provided the Landlord accepts Rent, the Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to the sum of One Dollar (\$1.00)] and otherwise upon the same terms and conditions as are set forth in this Lease so far as applicable, including without limitation the obligation to pay all Additional Rent as and when due.

## **ARTICLE 4 - RENT**

### **4.1 Minimum Rent**

Yielding and paying therefor unto the Landlord, its successors and assigns at the office of the Landlord or at such other place or places in Canada as the Landlord shall designate from time to time in writing, in lawful money of Canada and without any deduction, defalcation or set off whatsoever, for each and every year of the Term hereby granted, rent of One Dollar (\$1.00) per annum in advance of the first day of each and every Lease Year of the Term.

### **4.2 Interest on Amounts in Default**

If the Tenant fails to pay when due any amount of Rent or Additional Rent, the unpaid amount will bear interest calculated and payable monthly from the due date to the date of payment at the Default Rate.

### **4.3 Net Lease to Landlord**

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Landlord, that, except as expressly provided, the Landlord shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or related to the Leased Premises, or the use and occupancy thereof or the contents thereof or the business carried on thereon, and that the Tenant shall pay all costs, charges, expenses and outlays of every nature and kind relating to or affecting the Leased Premises but excluding Landlord's income taxes, capital tax, and Landlord's Mortgage and related costs or payments.

## **ARTICLE 5 - GENERAL COVENANTS**

### **5.1 Landlord's Covenants**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably hold and enjoy the Leased Premises for the Term hereby demised without hindrance or interruption by the Landlord or any other Persons lawfully claiming by, through or under the Landlord, subject, nevertheless to the terms and conditions of this Lease.

### **5.2 Tenant's Covenants**

The Tenant covenants with the Landlord:

- (a) to pay Rent;
- (b) to observe and perform all the covenants and obligations of the Tenant herein, whether expressed as a covenant or not; and
- (c) to pay directly to the appropriate authorities the cost of all Utilities supplied to the Leased Premises including without limiting the generality of the foregoing, all costs for electricity, water, heating, fuel and gas.

## **ARTICLE 6 - USE AND OCCUPATION OF LEASED PREMISES**

### **6.1 Use**

The Tenant covenants to use the Leased Premises for the purpose of the Chats Lake Community Boat Club, as a club house and for docking and related activities, including youth programming as further described in Section 6.2 hereof, and for no other purposes.

### **6.2 Youth Programming**

The Tenant covenants that it will provide and offer during the Term programs and activities for the benefit of the youth community of the Town of Arnprior (hereinafter "**Youth Programming**"). Such Youth Programming shall be subject to the approval of the prior approval Landlord. Provided that, if the Tenant does not provide Youth Programming in accordance with the requirements of the Landlord, the Tenant shall be required to pay an additional fee in the sum of \$ 1000.00 per annum as Additional Rent.

### **6.3 Parking**

The Tenant covenants that it will not permit its officers, members, employees, agents or invitees to park automobiles except in the area(s) at the Leased Premises designated by the Landlord from time to time.

#### **6.4 Termination**

Upon termination of this Lease through effluxion of time or otherwise, but so long as the Tenant is not in default under this Lease, the Tenant shall be entitled to remove its trade fixtures, chattels and other personal property, and inventory including, but not limited to, all chattels or trade fixtures, whether or not such items may be deemed in law to be fixtures. The Leased Premises shall be surrendered to the Landlord in the condition and repair as required to be maintained by the Tenant under this Lease during the Term, free and clear of any encumbrances, provided that the Tenant shall repair any damage to the Leased Premises which results from the removal of the Tenant's trade fixtures.

#### **6.5 Nuisance**

The Tenant will not do or permit to be done on or upon the Leased Premises anything which shall result in a nuisance to the Landlord or adjoining lands.

#### **6.6 Hazardous Substances**

- (a) The Tenant acknowledges and agrees that: (i) the Landlord has made no representation or warranty to the Tenant concerning the environmental condition of the Leased Premises or any part thereof, or the presence or absence of any Hazardous Substance thereon or therein; and (ii) the Landlord is leasing the Leased Premises to the Tenant on an "as is" basis with respect to their environmental condition.
- (b) The Tenant shall not use or permit to be used all or any part of the Leased Premises for Handling or any other dealing with any Hazardous Substance, except in strict compliance with all applicable Environmental Laws and in compliance with the Landlord's insurers requirements. Without limiting the generality of the foregoing, the Tenant shall in no event use, and the Tenant confirms it does not plan or intend to use, the Leased Premises to Handle any Hazardous Substance in a manner that, in whole or in part, would cause the Leased Premises, the Lands or any adjacent property to become a contaminated site under Environmental Laws.
- (c) The Tenant shall strictly comply, and cause any Person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Leased Premises.
- (d) The Tenant shall ensure that any effluent discharge shall not contain any Hazardous Substance or otherwise be corrosive, poisonous or be harmful to, or cause obstruction, deposition, or pollution within, rivers or streams in the general vicinity of the Leased Premises, or to or within any soils, waters, ditches, water courses, culverts, drains, sewers or the atmosphere. The Tenant shall at the Landlord's request provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable



access to the Leased Premises for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense.

- (e) The Tenant shall be fully responsible for any environmental contamination of the Leased Premises, including the Improvements thereon, the atmosphere, and/or the drains or sewers arising from the Tenant's use of the Leased Premises whether prior to or during the Term.
- (f) The Tenant shall, upon the request of the Landlord, disclose in writing the names and approximate amounts of all Hazardous Substances that the Tenant Handles in or on the Leased Premises or the Lands, and the names and amounts of all Hazardous Substances that were actually Handled in or on the Leased Premises or the Lands during the previous Lease Year.
- (g) The Tenant shall carry out and comply with any and all measures implemented or encouraged by the Landlord to support and promote ecological practices and objectives in and on the Leased Premises, including (without limitation) recovery and recycling programs, the use of environmentally friendly materials and products, the reduction of waste and garbage, and the avoidance of any Hazardous Substances.
- (h) The Tenant shall promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit or report relating to the Leased Premises or any part thereof conducted by or for the Tenant at any time, and at the Landlord's request from time to time, the Tenant shall obtain from an independent environmental consultant approved by the Landlord an environmental site investigation of the Leased Premises or an environmental audit of the operations at the Leased Premises, having a scope that is satisfactory to the Landlord, including any additional investigations as the environmental consultant may recommend. The Tenant shall, prior to undertaking any subsurface testing, obtain the Landlord's prior written approval of the proposed plan of investigation, which approval may be withheld at the Landlord's sole and unfettered discretion.
- (i) The Tenant hereby waives the requirement (if any) for the Landlord to provide a site profile for the Leased Premises under the Environmental Laws and all regulations made at any time pursuant thereto.
- (j) The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Leased Premises in strict confidence and the Tenant shall not disclose their terms or existence to any third party except as required by law, and except to the Tenant's professional advisers on a need to know basis or with the prior written consent of the Landlord, which consent may be withheld at the Landlord's sole and unfettered discretion.
- (k) The Tenant shall promptly provide to the Landlord on request such written authorizations as the Landlord may require from time to time to make inquiries of any Governmental Authority regarding the Tenant's compliance with

Environmental Laws. The Tenant authorizes the Landlord, and its agents, to make inquiries from time to time of any Governmental Authority in order to determine the Tenant's compliance with all Environmental Laws.

- (l) The Tenant shall promptly notify the Landlord in writing of any breach of Environmental Laws, or of any Release, discharge or presence of any Hazardous Substance within or about the Leased Premises, and, if the Tenant is or ought to have been aware of the same, within or about any adjacent properties, that could contaminate the Leased Premises or the Lands, or subject the Landlord or the Tenant to any fines, penalties, orders, investigations or proceedings under Environmental Laws.
- (m) Prior to the expiry or earlier termination of this Lease or at any time if requested by the Landlord or required by any Governmental Authority pursuant to Environmental Laws:
  - (i) the Tenant shall remove from the Leased Premises and any adjacent lands all Hazardous Substances Handled or Released in or from the Leased Premises or in or from the Lands, by the Tenant or any Person for whom it is in law responsible, or in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Leased Premises;
  - (ii) the Tenant shall remediate any contamination of the Leased Premises or any adjacent lands, resulting from Hazardous Substances, in either case brought onto, used or Handled at, or Released from, the Leased Premises or the Lands, by the Tenant or any Person for whom it is in law responsible, or in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Leased Premises, whether prior to or during the Term; and
  - (iii) the Tenant shall reinstate and remediate the Leased Premises and any adjacent lands to the condition existing as at the time of the original occupancy of the Leased Premises by the Tenant.
- (n) The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant shall provide to the Landlord full information with respect to any remedial work to be performed pursuant to this Section, shall comply with the Landlord's requirements with respect to such work, and shall use a qualified environmental consultant approved by the Landlord to perform such remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the applicable provincial and federal Governmental Authorities in respect of the remediation as are required under Environmental Laws or required by the Landlord, including (without limitation) a certificate of compliance evidencing completion of the remediation satisfactory to the applicable ministry. Notwithstanding the foregoing, if the Landlord determines, in its sole and unfettered discretion, that the Leased Premises, the Landlord or the Landlord's reputation is placed in jeopardy by the requirement for any clean up, abatement or

removal of Hazardous Substances for which the Tenant is responsible, the Landlord may itself undertake all or any part of such work at the sole cost of the Tenant as Additional Rent.

- (o) All Hazardous Substances Handled or Released in or from the Leased Premises, or in or from adjacent lands, by the Tenant or any Person for whom it is in law responsible, or in the course of the Tenant's business or as a result of the Tenant's use or occupancy thereof shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Leased Premises or adjacent properties.
- (p) The Tenant shall indemnify and hold harmless the Landlord, and its respective directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal costs on a solicitor and own client basis and the cost of remediation of the Leased Premises any adjacent lands) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this Section by the Tenant; or
  - (ii) any release or alleged release of any Hazardous Substances at or from the Leased Premises, related to or as a result of the use and occupation of the Leased Premises, or any act or omission of the Tenant or any Person for whom it is in law responsible, including its employees, agents, contractors, subtenants, permittees and licensees.
- (q) The obligations of the Tenant under this Section 6.6, including (without limitation) to undertake clean-ups, to make repairs, to obtain approvals and certificates, or otherwise to comply with the obligations under this Section, shall survive the expiry or earlier termination of this Lease, and are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Lease.

## **6.7 Compliance with Applicable Laws**

The Tenant will promptly comply with and conform to the requirements of Applicable Laws from time to time in force during the Term affecting in any way the Leased Premises or the Tenant's use thereof or the Improvements, trade fixtures, furniture and equipment installed by the Tenant. Without the prior written consent of the Landlord, the Tenant will make no use of the Leased Premises, which will or may impose upon the Landlord any obligation to modify, extend, alter or replace any part of the Leased Premises or any such Improvements, fixtures, furniture or equipment.

## **6.8 Access by Landlord**

The Landlord and its agents, contractors and others authorized by the Landlord may, at all reasonable times and at any time during an actual or apprehended emergency or security risk, enter the Leased Premises and any part thereof for the following purposes:

- (a) to inspect the state of repair and condition thereof, to examine or measure all or any part of the Leased Premises, to determine compliance by the Tenant with the provisions of this Lease, and to undertake such examination, monitoring and testing as the Landlord (acting reasonably) considers prudent;
- (b) to make or attend to maintenance, repairs, replacements, changes or alterations as set out in this Lease;
- (c) to take such steps as the Landlord may deem necessary for the safety, improvement, alteration or preservation of the Leased Premises;
- (d) to inspect all documents and records relating solely to the use of the Leased Premises;
- (e) to conduct such inspections, audits, assessments and testing in respect of any Hazardous Substance or compliance with all Environmental Laws and environmental approvals as the Landlord may deem appropriate;
- (f) to show the Leased Premises to Mortgagees, prospective Mortgagees, purchasers and prospective purchasers and, during the last twelve (12) months of the Term, to prospective tenants; and
- (g) for any other purpose necessary or reasonably required to enable the Landlord to perform its obligations or exercise its rights under this Lease, or generally to fulfill its obligations as landlord and owner of the Leased Premises,

and in every case the Tenant shall afford the Landlord all aid and facilities in such entry. In carrying out such rights the Landlord shall use reasonable efforts to minimize interference with the Tenant's use and enjoyment of the Leased Premises. The Landlord shall whenever possible give reasonable Notice to the Tenant prior to such entry (other than in an actual or apprehended emergency or security risk, in which event no Notice shall be required), but no such entry shall constitute a re-entry by the Landlord or an eviction or entitle the Tenant to any abatement of Rent. The Tenant may, at its option, have an employee or representative present at the time of such entry by the Landlord into the buildings upon the Leased Premises.



## **ARTICLE 7 – CHANGES AND ALTERATIONS**

### **7.1 No Landlord's Work**

The Tenant acknowledges and agrees that the Leased Premises are provided on an "as is" basis, and the Landlord shall have no obligation to make or perform any alterations, changes, additions, repairs, or other work thereon.

### **7.2 Changes and Alterations**

The Tenant shall not make or permit to be made any material alterations, changes or additions to the Leased Premises without the prior written approval of the Landlord. The request of the Tenant for any such approval shall be accompanied by an adequate description of the contemplated work and, where all work to be performed in the Leased Premises shall be performed by competent contractors and subcontractors of whom the Landlord shall have approved, such approval not to be unreasonably withheld provided that the Landlord may require that the Landlord's contractors and subcontractors be engaged for any mechanical or electrical work. All such work shall be subject to inspection by and the reasonable supervision of the Landlord and shall be performed in accordance with any reasonable conditions or regulations imposed by the Landlord and completed in a good and workmanlike manner in accordance with the description of the work approved by the Landlord.

### **7.3 Liens and Charges**

The Tenant shall pay before delinquency for all materials supplied and work done in respect of the Leased Premises so as to ensure that no lien or claim of lien is registered against any portion of the Lands or against the Landlord's or the Tenant's interest in the Lands. If a lien or claim of lien is registered or filed in respect of any such materials or work, the Tenant shall indemnify and save harmless the Landlord from any and all loss, cost, expense, damage and liability in respect of such claim of lien and the Tenant shall discharge it at its expense within five (5) Business Days after Notice from the Landlord (or sooner if such lien or claim is delaying a financing or sale of all or any part of the Lands or the Leased Premises), failing which the Landlord may (at its option) discharge the lien or claim of lien by paying the amount claimed to be due into court and the amount so paid and all expenses of the Landlord including legal costs (on a solicitor and its own client basis) shall be paid by the Tenant to the Landlord. The Tenant shall not mortgage, charge, grant a security interest in or otherwise encumber any Improvements or trade fixtures, except in accordance with Section 11.1 hereof.

## ARTICLE 8 - INSURANCE AND INDEMNITY

### 8.1 Tenant's Insurance

- (a) The Tenant shall take out and keep in full force and effect during the entire Term hereof and during such other time as the Tenant occupies the Leased Premises or any part thereof in the names of the Tenant and with respect to the insurance set out in subsection (iii) and (iv) of this Section 8.1 in the names of the Landlord and any other Persons designated by the Landlord (hereinafter, the "**Additional Insureds**") as additional named insureds as their respective interest may appear, the following insurance:
- (i) all risks (including flood and earthquake), property insurance in an amount equal to the full replacement cost, insuring (1) all property owned by the Tenant for which the Tenant is legally liable or installed by or on behalf of the Tenant, and located within the Leased Premises including, but not limited to, fittings, installations, alterations, additions, partitions, and all other Improvements, and (2) the Tenant's inventory, furniture and moveable equipment;
  - (ii) broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Leased Premises, or relating to or serving the Leased Premises;
  - (iii) public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability with respect to the Leased Premises and the Tenant and any other Person on the Leased Premises, and by the Tenant and any other Person performing work on behalf of the Tenant and those for whom the Tenant and any other Person performing work on behalf of the Tenant is in law responsible. Such policies shall (1) be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 for bodily injury to any one or more Persons, or property damage; and (2) contain a severability of interests clause and cross-liability clauses;
  - (iv) standard owner's form automobile policy providing third party liability insurance with \$2,000,000 inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Tenant, if applicable;

- (v) workplace safety coverage or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obligated.
  - (vi) any other form of insurance and such higher limits as the Tenant or the Landlord, acting reasonably, requires from time to time in form in amounts and for insurance risks against which a prudent tenant would insure.
- (b) All policies required to be written on behalf of the Tenant pursuant to subsections 8.1(a)(i), 8.1(a)(ii), 8.1(a)(iii) and 8.1(a)(iv) shall contain a waiver of any subrogation rights which the Tenant's insurers may have against any and all of the Landlord and those for whom the Landlord is in law responsible, whether any such damage is caused by the act, omission or negligence of the Landlord or those for whom the Landlord is in law responsible.
- (c) All policies:
  - (i) shall be non-contributing with, and shall apply only as primary and not excess to any other insurance available to all or any of the Landlord or the Additional Insureds; and
  - (ii) shall not be invalidated as respects the interests of all or any of the Landlord or the Additional Insureds by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies. All policies shall contain an undertaking by the insurers to notify the Landlord and the Additional Insureds in writing not less than thirty (30) days in writing to non-payment of premium, prior to any material change, cancellation or termination thereof.
- (d) The Tenant agrees that if the Tenant fails to take out or to keep in force any such insurance referred to in this Section 8.1, or should any such insurance not be approved by the Landlord or the Additional Insureds and should the Tenant not commence to diligently rectify (and thereafter proceed diligently to rectify) the situation within forty-eight (48) hours after written Notice by the Landlord to the Tenant (stating if the Landlord or the Additional Insureds do not approve of such insurance, the reasons therefor) the Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord, plus twelve percent (12%) as an administration fee, shall be immediately paid by the Tenant to the Landlord as Additional Rent, without prejudice to any other rights and remedies of the Landlord under this Lease.
- (e) The Tenant shall prior to the Commencement Date and forthwith after request by the Landlord provide evidence of the insurance required to be carried by the Tenant hereunder from time to time.

## **8.2 Increase in Landlord's Insurance Premiums**

The Tenant shall not do, or permit to be done, anything on the Leased Premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Leased Premises or materially adversely affect the Landlord's insurance, or on property kept thereon, or obstruct or interfere with the rights of other occupants of the Lands, if any, or any adjacent lands or conflict with any insurance policy upon the Leased Premises or any part thereof, or conflict with any Applicable Laws.

## **8.3 Cancellation of Insurance**

The Tenant shall not by its act or omission cause any policy of insurance (including, without limitation, the Landlord's insurance) relating to the Leased Premises to be cancelled or the Leased Premises to be made uninsurable.

## **8.4 Landlord's Insurance**

The Landlord may obtain insurance but the Tenant shall have no interest in same.

## **8.5 Proceeds of Insurance**

The proceeds of all policies of insurance required to be maintained by the Tenant covering destruction or damage to the Leased Premises shall be applied towards the restoration and/or repairing thereof so that the Leased Premises is repaired to the condition the Tenant is required to keep the Leased Premises under this Lease. The Landlord is under no obligation to rebuild or contribute to the cost of rebuilding.

## **8.6 Indemnification of the Landlord**

Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Leased Premises, or the occupancy or use by the Tenant of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Leased Premises by the Tenant. If the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease, unless a Court shall decide otherwise.



## **ARTICLE 9 - MAINTENANCE AND REPAIR**

### **9.1 Tenant to Maintain and Repair**

The Tenant covenants throughout the Term, at the Tenant's sole cost and expense, to maintain and keep in good and substantial condition and repair the Leased Premises, any and all Improvements thereon, and the Tenant's equipment and fixtures on the Leased Premises in accordance with good commercial practice, and the Tenant shall promptly at the Tenant's own cost and expense make all necessary repairs and replacements thereto, but excluding reasonable wear and tear which does not affect the proper use of the Leased Premises for the purposes intended and the Leased Premises remains leasable to another tenant by the Landlord.

### **9.2 No Obligation on Landlord to Maintain or Repair**

The Landlord shall have no obligation to operate, insure, maintain, repair or replace the Leased Premises or any Improvements thereon, unless damaged or destroyed by it or its agents or invitees.

## **ARTICLE 10 – TAXES AND UTILITIES**

### **10.1 Payment of Real Property Taxes**

The Tenant covenants to pay and discharge all Taxes imposed during the Term in respect of the Leased Premises or any part or parts thereof or against any property on the Leased Premises owned or brought thereon by the Tenant, together with every tax and licence fee in respect of every business carried on thereon or in respect of the occupancy of the Leased Premises by the Tenant, including without limitation sewage and water rates for the supply of the same to the Leased Premises. In the event the Leased Premises are not separately assessed for Taxes, the Tenant shall pay to the Landlord the Landlord's reasonable estimate of the same.

### **10.2 Payment of Utilities**

The Tenant covenants to pay all charges for the supply of public utilities, including but not limited to water, sewer, electricity and all charges for the supply of oil, gas or any other service used upon the Leased Premises (collectively, the "**Utilities**"). In the event there are no separate meters for supply to the Leased Premises, the Tenant shall pay to the Landlord the Landlord's reasonable estimate of the same.

### **10.3 Proof of Payment**

In the event that Taxes are payable by the Tenant directly to a taxing authority other than the Landlord, the Tenant shall provide official receipts to the Landlord upon request.

#### **10.4 Harmonized Sales Taxes**

The Tenant shall pay to the Landlord the amount of any harmonized sales tax, goods and services tax, value added tax, sales tax or other like tax (collectively hereinafter referred to as the "**Sales Taxes**") payable by the Tenant on any Rent payable by the Tenant under this Lease and which the Landlord is obligated at law to collect from the Tenant. For greater certainty, the Minimum Rent amount and such other amounts as set out in this Lease, do not include Sales Taxes, which are payable in addition to (and are not included in) such amounts.

#### **10.5 Indemnification of the Landlord**

The Tenant shall indemnify and save harmless the Landlord from all liability with respect to payment of such Taxes and HST exigible against the Leased Premises or the Tenant and payable by the Tenant under this Lease.

### **ARTICLE 11 - ASSIGNMENT AND SUBLETTING**

#### **11.1 Tenant shall not Assign, Sublet or Encumber**

Subject to Section The Tenant shall not Transfer or otherwise encumber all or part of the Leased Premises without the prior written consent of the Landlord in its sole and absolute discretion, and the Landlord shall not be obligated to consent to any such Transfer or other encumbrance and may unreasonably withhold its consent.

#### **11.2 Right of Tenant to Collect Dock Fees, etc.**

Notwithstanding Section 11.1 above, the Tenant shall be permitted to licence the use of docks, storage areas and/or other facilities at the Leased Premises, and to charge such fees (including a dock fee, slip fee or storage fee, either as membership dues or otherwise) for the use thereof, provided such licences and fees are in relation to permitted uses of the Leased Premises as set out in Section 6.1 hereof and are at all times in compliance with Applicable Laws.

#### **11.3 Right of Landlord to Assign or Encumber**

The Landlord may assign, mortgage, encumber or otherwise deal with its reversionary interest in the Lands including the Leased Premises subject always to this Lease and all of the rights of the Tenant hereunder. To the extent that any purchaser or assignee agrees in writing to assume and be bound by all of the terms, covenants and conditions of the Lease, the Landlord shall without further written agreement be released from liability hereunder.

## **ARTICLE 12 – REGISTRATION, STATUS STATEMENT, ATTORNMENT AND SUBORDINATION**

### **12.1 Registration**

The Tenant may register a notice of lease or a short form of lease in respect of this Lease, provided that: (i) a copy of this Lease is not attached; (ii) no financial terms are disclosed; (iii) the Landlord gives its prior written approval to the notice or short form of lease; and (iv) the Tenant pays the Landlord's reasonable costs (including legal fees) on account of the matter as Additional Rent. The Landlord may limit such registration to one or more parts of the Lands. Upon the expiration or other termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or short form of lease. If the Landlord transfers any part of the Lands that in the opinion of the Landlord are surplus, the Tenant shall immediately at the request of the Landlord discharge or otherwise vacate any such notice or short form of lease as it relates to such transferred part. If any part of the Lands are made subject to any easement, right of way or similar right, the Tenant shall immediately at the request of the Landlord postpone its registered interest to such easement, right of way or similar right.

### **12.2 Status Statement**

Within ten (10) days after written request by the Landlord, the Tenant shall deliver in a form supplied by the Landlord a statement or estoppel certificate to the Landlord as to the status of this Lease, including as to whether this Lease is unmodified and in full force and effect (or, if there have been modifications that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and Additional Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a Notice of default has been served and if there is any such default, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which the Landlord shall request such statement or certificate.

### **12.3 Subordination**

This Lease and all rights of the Tenant shall be subject and subordinate to any and all Mortgages and any ground, operating, overriding, underlying or similar leases from time to time in existence against the Lands and the Leased Premises, or any part thereof. On request, the Tenant shall acknowledge in writing the subordination of this Lease and its rights under this Lease to any and all such Mortgages and leases and to all advances made under such Mortgages. The form of such subordination shall be as required by the Landlord or any Mortgagee or the lessor under any such lease.

#### **12.4 Attornment**

The Tenant shall promptly, on request, attorn to any Mortgagee, or to the owners of the Leased Premises or Lands, or the lessor under any ground, operating, overriding, underlying or similar lease of all or substantially all of the Leased Premises made by the Landlord or otherwise affecting the Leased Premises and Lands, or the purchaser on any foreclosure or sale proceedings taken under any Mortgage, and shall recognize such Mortgagee, owner, lessor or purchaser as the Landlord under this Lease.

#### **12.5 Execution of Documents**

The Tenant irrevocably constitutes the Landlord the agent and attorney of the Tenant for the purpose of executing any agreement, certificate, attornment or subordination required by this Lease and for registering postponements in favour of any Mortgagee if the Tenant fails to execute such documents within ten (10) days after request by the Landlord.

### **ARTICLE 13 - DEFAULT AND REMEDIES**

#### **13.1 Event of Default**

In this Lease, an "**Event of Default**" means whenever any of the following events shall occur:

- (a) any Rent is in arrears and is not paid when due;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this definition, after written Notice from the Landlord:
  - (i) the Tenant fails to remedy such breach within seven (7) days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within seven (7) days or such shorter period, the Tenant fails to commence to remedy such breach within such seven (7) days or shorter period or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant has breached any of its obligations in this Lease and such breach is not capable of being remedied;
- (d) this Lease or any goods, chattels or equipment of the Tenant is seized, taken or exigible in execution or in attachment or if a writ of execution or enforcement is issued against the Tenant and such writ is not stayed or vacated within ten (10) days after the date of such issue;



- (e) the Tenant becomes insolvent or commits an act of bankruptcy or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment, compromise or arrangement with its creditors, or if a trustee, receiver, receiver/manager or like Person is appointed for all or part of the business, property, affairs or revenues of the Tenant;
- (f) the Tenant makes a bulk sale of its goods (other than in conjunction with an approved assignment or sublease by the Landlord) or moves or commences, attempts or threatens to move its trade fixtures, goods, chattels or equipment out of the Leased Premises (other than in the routine and normal course of its business);
- (g) without the written consent of the Landlord, the Leased Premises are at any time used or occupied by any Person other than the Tenant, or for any use or purpose other than the permitted use as set out in this Lease;
- (h) the Tenant abandons or attempts to abandon the Leased Premises, or the Leased Premises become vacant or substantially unoccupied for a period of twelve (12) consecutive months;
- (i) the Tenant purports to effect a Transfer other than in compliance with the provisions of this Lease;
- (j) any insurance policies covering any part of the Leased Premises or the Lands are actually or threatened to be cancelled or adversely changed as a result of any use or occupancy of the Leased Premises;
- (k) the Tenant shall default in the full and timely performance of any covenant of this Lease and any such default shall be repeated two (2) times in any Lease Year, notwithstanding that such defaults may have been cured within the period after written Notice has been provided pursuant to the terms hereof;
- (l) the Tenant is a corporation and at any time during the Term does not remain in good standing with the Ontario Ministry of Government and Consumer Services; or
- (m) any other act, omission, event or circumstance that is expressed to be a default or Event of Default by the Tenant under this Lease or that constitutes a default by the Tenant in law.

## 13.2 Remedies

If and whenever an Event of Default occurs then, without prejudice to any other rights the Landlord has pursuant to this Lease or at law or in equity, the Landlord shall have the following rights and remedies, which are cumulative and not alternative, exercisable without further Notice and at any time while the Event of Default continues:

- (a) to terminate this Lease and re-enter and take possession of the Leased Premises or any part of the Leased Premises in the name of the whole. In such event, the Landlord may remove all Persons and property from the Leased Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit, without notice to the Tenant. Notwithstanding any termination of this Lease, the Landlord shall be entitled to receive Rent and all Taxes up to the time of termination plus accelerated Rent as provided in this Lease and damages including (without limitation): (i) damages for the loss of Rent suffered by reason of this Lease having been prematurely terminated; (ii) costs of reclaiming, repairing and re-leasing the Leased Premises; and (iii) legal costs on a solicitor and its own client basis;
- (i) to enter the Leased Premises as agent of the Tenant and to relet the Leased Premises for whatever length of time and on such terms as the Landlord in its discretion may determine including (without limitation) the right to: (i) take possession of any property of the Tenant on the Leased Premises; (ii) store such property at the expense and risk of the Tenant; (iii) sell or otherwise dispose of such property in such manner as the Landlord sees fit; and (iv) make alterations to the Leased Premises to facilitate the reletting. The Landlord shall receive the rent and proceeds of sale as agent of the Tenant and shall apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable. The Tenant shall remain liable to the Landlord for any deficiency;
- (ii) to remedy or attempt to remedy the Event of Default for the account of the Tenant and to enter upon the Leased Premises for such purposes. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy the Event of Default. The Tenant shall pay to the Landlord, upon demand as Additional Rent, all expenses incurred by the Landlord in remedying the Event of Default, plus interest at the Default Rate from the date such expense was incurred by the Landlord;
- (iii) to recover from the Tenant all damages and costs incurred by the Landlord as a result of the Event of Default including any deficiency between those amounts that would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Premises;

- (iv) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent or such other period as may be determined by law, which shall immediately become due and payable as accelerated rent; and
- (v) suspend or cease to supply any Utilities and services to the Leased Premises, all without liability of the Landlord for damages, including indirect or consequential damages caused by such suspension or cessation.

### **13.3 Re-Entry**

Upon the Landlord becoming entitled to re-enter the Leased Premises pursuant to this Lease, the Landlord may do so by force (if necessary) without any previous notice of intention to re-enter, the Landlord may remove all Persons and property from the Leased Premises, and the Landlord may use such force and assistance in making such removal as the Landlord may deem advisable to recover full and exclusive possession of the Leased Premises. Such re-entry shall not operate as a waiver or satisfaction in whole or in part of any right, claim or demand arising out of or in connection with any breach, non-observance or performance under this Lease.

### **13.4 Right to Perform**

If the Tenant shall fail to observe or perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time at its discretion perform or cause to be performed any of such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Leased Premises to do such things. All expenses incurred and expenditures made by or on behalf of the Landlord shall be forthwith paid by the Tenant to the Landlord as Additional Rent, plus an administrative fee of twelve percent (12%) of said costs. If the Landlord commences or completes, or causes to be commenced or completed, the performance of any of such covenants or obligations or any part thereof, the Landlord shall not be obligated to complete or cause to be completed such performance or be later obligated to act in like manner. If the Landlord shall suffer or incur any damage, loss, cost or expense whatsoever for which the Tenant is in any way liable hereunder, by reason of any failure of the Tenant to observe or comply with any of the covenants or agreements of the Tenant herein contained, then in every such case the amount of any such damage, loss, cost or expense shall be due and payable by the Tenant to the Landlord on demand by the Landlord and the Landlord shall have the right at its option to add the cost or amount of any such damage, loss, cost or expense to the Rent hereby reserved, plus an administrative fee of twelve percent (12%), and any such amount (including such administrative fee) shall thereupon immediately be due and payable as Rent and recoverable by the Landlord in the same manner as for all remedies available to the Landlord for the recovery of Rent in arrears.

### **13.5 Distress**

Notwithstanding anything in this Lease to the contrary or any provision of any present or future Applicable Laws, none of the goods, chattels or trade fixtures on the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Tenant vacates the Leased Premises leaving Rent unpaid, the Landlord, in addition to any remedy otherwise provided by law, may follow and seize and sell the goods and chattels of the Tenant at any place to which the Tenant or any other Person may have removed them, in the same manner as if the goods and chattels had remained upon the Leased Premises. If the Landlord makes any claim against the goods, chattels or trade fixtures of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

### **13.6 Interest and Costs**

The Tenant shall pay to the Landlord upon demand as Additional Rent: (a) interest at the Default Rate on all Rent required to be paid hereunder from the due date for payment until fully paid and satisfied; and (b) the Landlord's then current reasonable administration charge for each notice of default given by the Landlord to the Tenant under this Lease. The Tenant shall pay and indemnify the Landlord against damages, costs and expenses (including, without limitation, all legal fees on a solicitor and its own client basis) incurred in enforcing the terms of this Lease, or with respect to any matter or thing that is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### **13.7 Remedies Cumulative**

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy, whether allowed under this Lease or generally at law or in equity, and the express provisions of this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord generally at law or in equity.

### **13.8 Waiver of Rights of Redemption**

The Tenant hereby waives any and all rights of redemption or relief from forfeiture granted by or under any present or future laws in the event the Tenant is being evicted or dispossessed from the Leased Premises for any cause or if the Landlord is obtaining possession of the Leased Premises by reason of default by the Tenant or otherwise.

### **13.9 Condoning**

Any condoning, excusing or overlooking by either party hereto of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of any rights hereunder in respect of any existing or subsequent default, breach or non-observance.



## **ARTICLE 14 - DAMAGE AND DESTRUCTION**

### **14.1 Damage and Destruction**

If the Leased Premises are damaged or destroyed the Tenant shall at its sole cost and expense repair or replace the same. In no event will there be an abatement of Rent by reason of such damage.

## **ARTICLE 15 - MISCELLANEOUS**

### **15.1 Unavoidable Delay**

If the Landlord or the Tenant is bona fide delayed or hindered in, or prevented from, performing any term, covenant or act required by this Lease by reason of any cause beyond the control of the party affected, including (without limitation) strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any Applicable Laws, shortages or unavailability of labour or materials, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, weather, epidemic, pandemic, Health Emergency, or any other similar reason (collectively "**Unavoidable Delay**"), then performance of such term, covenant or act is excused for the period of the delay and the party so delayed, hindered or prevented shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The Landlord shall also be excused from the performance of any term, covenant or act required by this Lease if the performance of such item would be in conflict with any directive, policy or request of any Governmental Authority in respect of any energy, conservation, safety, health, security or other matter. "Unavoidable Delay" shall not include any delay caused by such party's default, act or omission, any delay avoidable by the exercise of reasonable care by such party, or any delay caused by lack of funds of such party. For greater certainty, the provisions of this Section and an event of Unavoidable Delay do not and shall not operate to excuse the Tenant from the prompt payment of Rent and any other payments required by this Lease.

### **15.2 Successors and Assigns**

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of the said parties.

### **15.3 Accord and Satisfaction**

No payment by the Tenant or receipt by the Landlord of a lesser amount than annual rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Rent be or be deemed to be an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

#### **15.4 Entire Agreement**

This Lease and the schedules attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

#### **15.5 Relationship of Parties**

Nothing contained in this Lease shall create any relationship between the Landlord and the Tenant other than that of landlord and tenant, and (without limitation) nothing in this Lease shall be construed to constitute the Landlord and the Tenant as partners, joint venturers or members of a joint or common enterprise.

#### **15.6 Liability of Tenant**

If the Tenant consists of more than one Person, the covenants of the Tenant shall be joint and several covenants of each such Person. If the Tenant is a partnership, each Person who is presently a partner of the partnership, and each Person who becomes a member of any successor partnership, shall be and continue to be bound jointly and severally for the performance of and shall be and continue to be subject to all of the terms, obligations and conditions of this Lease, whether or not such Person ceases to be a member of such partnership or successor partnership and whether or not such partnership continues to exist.

#### **15.7 Power, Capacity and Authority**

The Tenant covenants, represents and warrants to the Landlord that it has the power, capacity and authority to enter into this Lease and to perform its obligations under this Lease and that there are no covenants, restrictions or commitments given by it that would prevent or inhibit it from entering into this Lease. If the Tenant is a corporation, society or other similar entity, the Tenant confirms and agrees that this Lease has been executed by its authorized signatories and that if only one signatory has signed this Lease, the Tenant is authorized by its articles of incorporation or other constating documents to execute leases by such sole authorized signatory and if this Lease is not executed under seal by the Tenant, the Tenant is authorized by its articles of incorporation or other constating documents to execute leases without a seal. If the Tenant is a corporation, society or other similar entity, the Tenant shall be either incorporated or extra-provincially registered in the Province, and the Tenant shall remain in good standing during the Term with the Ontario Ministry of Government and Consumer Services with respect to filing annual reports.

## **15.8 Notice**

Any notice, statement or request herein required or permitted to be given by either party to the other ("**Notice**") shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and delivered personally or by courier or mailed by registered prepaid post,

- (a) in the case of notice to the Landlord, to it at:

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

- (b) in the case of notice to the Tenant, to it at the Leased Premises, and in the case of mailing, to it at:

Chats Lake Community Boat Club  
PO Box 546  
Arnprior, ON K7S 3T8

Any Notice given as aforesaid shall be deemed conclusively to have been given, if delivered, on the date of such delivery, or, if mailed, on the third (3rd) Business Day following the date of such mailing. Any party may from time to time by Notice to the other change the address to which notices are to be given. During any interruption, threatened interruption or substantial delay in postal services, such notice shall be delivered as aforesaid.

## **15.9 Governing Law**

This Lease shall be interpreted and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **15.10 Partial Invalidity**

If any term, covenant or condition of this Lease or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

### **15.11 Counterparts and Execution**

This Lease may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (for example, via DocuSign or other similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that: (a) to the extent a party signs this Lease using electronic signature technology, by clicking "sign", such party is signing this Lease electronically; and (b) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

*[The Remainder of this Page is Intentionally Blank – Signature Page(s) Follow]*

IN WITNESS WHEREOF the Landlord and Tenant have duly executed this Lease as of the day and year above written.

**LANDLORD**

**CORPORATION OF THE TOWN OF ARNPRIOR**

Per: \_\_\_\_\_ (c/s)

Name:

Title:

Per: \_\_\_\_\_ (c/s)

Name:

Title:

I/We have the authority to bind the corporation.

**TENANT**

**CHATS LAKE COMMUNITY BOAT CLUB**

Per: Wing. R. ✓ (c/s)

Name:

Title:

MARK ROBSON (c/s)

I/We have the authority to bind the corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE LANDS**

PIN: 57307-0164 (LT) (LRO #: 49):

Part of Lot 4, Concession C; McNab, Part of Lot 4, Concession D; McNab, Part of the Road Allowance between Concessions C & D, McNab, as closed by By-law R92135 all as in Instrument No. AR11665 and R54947 being that Part lying north of Instrument No. R420091 and West of Riverview Drive; Town of Arnprior.



**SCHEDULE "B"**  
**DESCRIPTION OF THE LEASED PREMISES**

