



Town of Arnprior

Regular Meeting of Council Agenda

Date: Monday, February 13, 2023

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 – January 23, 2023](#) (Page 1-7)
 - b) [Special Meeting of Council – February 6, 2023](#) (Page 8-12)
- 8. Awards/ Delegations/ Presentations**
 - a) [FamFest](#), Lucas Power, Program and Events Coordinator (Page 13-23)
- 9. Public Meetings**
 - a) [Proposed Development Charges By-Law](#), Gary Scandlan, Watson and Associates (Page 24-47)
- 10. Matters Tabled/ Deferred/ Unfinished Business**
- 11. Staff Reports**

- a) **Lifting, and transferring 0.3m reserve block 49 on Plan 49M-108**, Alix Jolicoeur, Manager of Community Services / Planner (Page 48-53)
- b) **Phase 3 and 4A – Marshall's Bay Meadows Subdivision Agreement (47-T-14002)**, Alix Jolicoeur, Manager of Community Services / Planner (Page 54-61)
- c) **Recommendations to address impacts of Bill 23**, Alix Jolicoeur, Manager of Community Services / Planner (Page 62-79)
- d) **Procedure By-law Review**, Maureen Spratt, Clerk (Page 80-118)
- e) **Proclamation – Rare Disease Day (February 28th, 2023)**, Maureen Spratt, Clerk (Page 119-122)

12. Committee Reports and Minutes

13. Notice of Motion(s)

14. County Councillor's Report from County Council

15. Correspondence & Petitions

a) Correspondence

- i. Correspondence Package I-23-Feb-03
- ii. Correspondence Package A-23-Feb-03

16. By-laws & Resolutions

a) By-laws

- i. **By-law Number 7353-23** – Lifting of Reserve (Page 123)
- ii. **By-law Number 7354-23** – Amend By-Law No. 7348-23 – Arnprior Public Library Board Appointments (Shane Kramer) (Page 124)
- iii. **By-law Number 7355-23** – Amend By-Law No. 7069-20 – Appoint Deputy Clerk ((Robin Paquette) Page 125)
- iv. **By-law Number 7356-23** – Adopt 2023 Operating and Capital Budgets (Page 126-132)
- v. **By-law Number 7357-23** – Adopt Works In Progress (WIP) (Page 133-134)
- vi. **By-law Number 7358-23 – Adopt User Fees and Charges By-law (Page 135-166)**
- vii. **By-law Number 7359-23** – Authorize Subdivision Agreement for Phase 3 and 4A (Marshall's Bay Meadows) (Page 167-205)

b) Resolutions

i. 2024-2043 Long Range Capital Forecast

Whereas the Long Range Capital Forecast is a snap shot in time of known future budget pressures, relies on master plan and asset management data, is subject to various changing factors and is set on a twenty-year timeframe to align with the nature and longevity of municipal infrastructure; and

Whereas the 2024-2043 Long Range Capital Forecast was presented to Council on January 9, 2023 and further discussed on February 6, 2023;

Therefore Be It Resolved That Council approve the 2024-2043 Long Range Capital Forecast as a financial planning tool, to be used to inform the annual budget process, as well as, other financial planning processes and documents; and

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

ii. Seniors Active Living Centre (SALC) – In-Kind Contribution

Whereas Council of the Town of Arnprior, at their budget meeting of December 7, 2022 received a request for \$15,000 of cash support and \$5,000 of in-kind support from the Seniors Active Living Centre (SALC); and

Whereas as the actual facility use of the Nick Smith Centre in 2022 was higher than the \$5,000 resulting in a charge to Seniors Active Living Centre, there is a financial benefit for additional in-kind support; and

Whereas at the February 6, 2023 budget meeting, Council directed that cash support for the Senior's Active Living Centre be included in the 2023 budget at an amount of \$12,500;

Therefore Be It Resolved That the Council of the Corporation of the Town of Arnprior authorize \$7,500 of in-kind support for services including staff and facility use of the Nick Smith Centre.

iii. Arnprior Airport Grant

Whereas the Council of the Town of Arnprior at their budget meeting of December 7, 2022 received a request for a 2023 grant of \$55,000 from the Arnprior Airport; and

Whereas the Arnprior Airport stopped their previous practice of providing annual audited financial statements to support their financial operations; and

Whereas the completion of audited annual financial statements helps ensure fiscal responsibility, appropriate internal controls and the identification any material misstatements;

Therefore Be It Resolved That the Council of the Corporation authorize the \$55,000 annual grant to the Arnprior Airport on the condition that the Airport return to providing annual audited financial statements to support their financial operations.

17. Announcements

18. Media Questions

19. Closed Session

One (1) matter pursuant to Section 239 (2) (b) of the *Municipal Act, 2001* to discuss personal matter about an identifiable individual, including municipal or local board employees (Striking Committee).

20. Confirmatory By-law

By-law No. 7360-23 to confirm the proceedings of Council

21. Adjournment

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

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

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

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**Minutes of Council Meeting
January 23, 2023 6:30 PM**

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

Council and Staff Attendance

Council Members Present (In-Person):

Mayor Lisa McGee
County Councillor Dan Lynch
Councillor Lynn Grinstead
Councillor Chris Toner
Councillor Chris Couper

Council Members Present (Electronic):

Councillor Billy Denault

Council Members Absent:

Councillor Tom Burnette

Town Staff Present:

Robin Paquette, CAO
Maureen Spratt, Town Clerk
Jennifer Morawiec, General Manager,
Client Services / Treasurer
John Steckly, GM, Operations
Graeme Ivory, Recreation Director
Alix Jolicoeur, Manager of Community
Services / Planner
Oliver Jacob, Client Services Coordinator

1. Call to Order

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 with the exception of Councillor Burnette.

3. Land Acknowledgement Statement

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 015-23

Moved by Chris Couper

Seconded by Dan Lynch

Be It Resolved That the agenda, for the Regular Meeting of Council dated Monday, January 23, 2023 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 016-23

Moved by Chris Toner

Seconded by Lynn Grinstead

That the minutes of the Regular Meeting(s) of Council listed under Item 7 (a) on the Agenda be adopted.

Resolution Carried.

8. Awards/Delegations/Presentations

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Staff Reports

a) Blue Box Transition to Individual Producer Responsibility, Environmental Engineering Officer

Resolution Number 017-23

Moved by Chris Couper

Seconded by Dan Lynch

That Council receive report 23-01-23-01 as information.

Resolution Carried

b) User Fees and Charges – Annual Review, GMCS, Treasurer

Resolution Number 018-23

Moved by Chris Couper

Seconded by Chris Toner

That Council pass a by-law at the February 13, 2023 Council meeting to implement the proposed changes to the User Fees and Charges By-law.

Resolution Carried

c) Zoning By-law Amendment 2/22 (Sheffield Street), Manager of Community Services / Planner

Resolution Number 019-23

Moved by Lynn Grinstead

Seconded by Dan Lynch

That Council receives an application for an amendment to Zoning By-law 6875-18, for a vacant property along Sheffield Street to rezone the subject property from “Residential Two Holding symbol H1 (R2(H1))” to “Residential Two Exception 43 with holding symbol H1 (R2*43 (H1))”.

That pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on Monday, February 27, 2023, regarding the proposed amendment, to allow for public review and comment.

Resolution Carried

Minutes of Council Meeting

d) Recommendations to address impacts of Bill 109, the *More Homes for Everyone Act*, Manager of Community Services / Planner

Resolution Number 020-23

Moved by Chris Couper

Seconded by Lynn Grinstead

That Council receives Staff Report 23-01-23-04, as information regarding Bill 109, the *More Homes for Everyone Act 2022* and Bill 23, the *More Homes Built Faster Act 2022*.

And Further That Council directs staff to proceed with drafting an official plan amendment to specify the plans and documents that may be required for a complete zoning by-law amendment or site plan application; require pre-consultation review which may require peer review, technical sign-off or acceptance; and to include wording that recognizes the ability of the municipality to approve a site plan with conditions.

Resolution Carried

e) Proclamation – Wear Red Canada Day (February 13, 2023), Deputy Clerk

Resolution Number 021-23

Moved by Chris Couper

Seconded by Lynn Grinstead

That Council proclaim February 13, 2023 as Wear Red Canada Day in the Town of Arnprior.

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

Whereas Globally, cardiovascular diseases affect one out of three women, yet women everywhere are under-studied, under-diagnosed, under-treated, and under-aware when it comes to their cardiovascular health; and

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

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

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

Now Therefore, I Lisa McGee Mayor of Arnprior, do hereby proclaim February 13, 2023, as Wear Red Canada Day in the Town of Arnprior, Ontario.

Resolution Carried

f) Proclamation – 2023 Black History Month, Deputy Clerk

Resolution Number 022-23

Moved by Dan Lynch

Seconded by Chris Toner

Minutes of Council Meeting

That Council proclaim February 2023 as Black History Month in the Town of Arnprior.

Whereas the Government of Canada is celebrating Black History Month in February; and

Whereas the Province of Ontario and Government of Canada also recognize Black History Month and its significance in February; and

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

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

Whereas through the month of February the Town of Arnprior will share various information and resources pertaining to Black History Month via social media and the Town's website.

Therefore I, Lisa McGee, Mayor of the Town of Arnprior, do hereby proclaim February 2023, as Black History Month in the Town of Arnprior. I encourage all residents, staff, and Members of Council to take the time to participate and utilize shared resources, and other information, to learn more and understand how these communities continue to help shape the story of Canada.

Resolution Carried

12. Notice of Motions

None

13. County Councillor's Report from County Council

- The Ontario Winter Games are coming to Town. The Ringette event will take place February 2-5, 2023 at the Nick Smith Centre. WUSHU, another name for Kung Fu, is a martial arts competition being held at the high school. Admission to the games is free.
- Last week the County met to discuss and draft a four-year Strategic Plan. The final draft will be part of 2023 Budget deliberations.
- The ROMA conference is being held in Toronto January 22-25. Representatives from the County have been successful in obtaining delegations with five ministries including, Children, Community and Social Services; Housing; Agriculture, Food and Rural Affairs; Housing and Infrastructure. Councillor Denault is in Toronto representing the Town of Arnprior.

14. Correspondence & Petitions

a) Correspondence Package – I-23-Jan-02

Resolution Number 023-23

Moved by Lynn Grinstead

Seconded by Chris Couper

That the Correspondence Package Number I-23-Jan-02 be received as information and filed accordingly.

Resolution Carried

Minutes of Council Meeting

County Councillor Dan Lynch noted the following:

- Page 19 – A Seniors Community Grant is available with applications to be made between January 11 - March 6. This grant is to support the delivery of programs and learning opportunities for seniors. Applications will be accepted through the Transfer Payment Ontario site.
 - On question of the County Councillor the CAO advised staff are evaluating possible projects for this grant opportunity.
- Page 19 - AMO is offering a barrier free web solution, through GHD Digital, for a webinar on January 26 to see Govstack, the newest content management system for municipal websites.
 - On question of the County Councillor the CAO advised the municipality is with GHD Digital and the Marketing and Economic Development Officer will be attending this webinar.
- Page 19 - The LAS Fuel Program is now part of Canoe. The fuel program cuts the cost of running fleets by buying fuels and lubricants in bulk or from your local gas station.
 - On question of the County Councillor the CAO advised the municipality is always looking at the LAS Canoe opportunities and will consider this one as well.
- Page 22 - The LAS Road and Sidewalk Assessment service is getting ready for the 2023 survey season. Better data helps get the most out of every maintenance dollar.
 - On question of the County Councillor the CAO advised we have reviewed and had discussions with LAS regarding a summer scan and free quote.

b) Correspondence Package A-23-Jan-02

Resolution Number 024-23

Moved by Dan Lynch

Seconded by Chris Couper

That the Correspondence Package Number. A-23-Jan-02 be received, and that the recommendations outlined be brought forward for Council's consideration.

Resolution Carried

Resolution Number 025-23

Moved by Dan Lynch

Seconded by Chris Couper

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant (In-Kind Support) request from the Arnprior Lionettes; and

Whereas the Arnprior Lionettes is an eligible organization under the Municipal Grants Policy and is hosting a "Friendship Picnic Fundraiser" on February 26, 2023; and

Whereas the Arnprior Lionettes is hosting this event as a fundraiser for their organization; and

Therefore Be It Resolved That Council approve the request for waiving the Nick Smith Centre Community Hall rental fees, including set up and tear down (valued at approximately \$350.00), for the Arnprior Lionettes on February 26, 2023 to host their Fundraising Picnic; and

Minutes of Council Meeting

Further That the Arnprior Lionettes be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured for the event.

Resolution Carried

16. By-laws & Resolutions

a) By-laws

Resolution Number 026-23

Moved by Lynn Grinstead

Seconded Chris Toner

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

- By-law Number 7350-23 - Adopt 2023 Non-Union Salary Grid

Resolution Carried

b) Resolutions

Resolution Number 027-23

Moved by Dan Lynch

Seconded Chris Couper

Whereas County of Renfrew is hosting the Ontario Winter Games with the Ringette event taking place February 2-5, 2023 at the Nick Smith Centre and the WUSHU event taking place February 10-11, 2023 at Arnprior District High School; and

Whereas the Ontario Winter Games Organizing Committee presented to the Council of the Town of Arnprior at the December 7, 2022 special meeting of Council and requested approximately \$10,000 of in-kind support, including use of the Nick Smith Centre Arena and Community Hall for the Ringette event and other incidental support, subject to operational availability;

Therefore be it resolved that Council of the Corporation of the Town of Arnprior authorize up to \$10,000 of in-kind support for facility use and incidental support, for the 2023 Ontario Winter Games.

Resolution Carried

17. Announcements

County Councillor Lynch made the following announcement(s):

- Arnprior Regional Health is holding a Masquerade Fundraising Party with all proceeds going toward medical equipment for the Arnprior Hospital.
- The second event of the Knights of Columbus & Legion Euchre Challenge will be held at the Parish Hall on January 27 with registration taking place at 6:30 p.m.
- Thank you to the Arnprior Optimist Club for a super winter carnival that was enjoyed by people of all ages.

Councillor Couper made the following announcement(s):

- In honour of Isobel Munro's 98th birth, the Arnprior Curling Club is celebrating with a bonspiel. Isobel is a bonified legend and skipped the Arnprior Curling club to many championships.
- Pet licences are free for the months of January and February. Licences increase to \$25 and \$50 (spayed and not spayed) in March and \$50 and \$100 beginning April 1.

Minutes of Council Meeting

Councillor Couper reminded pet owners that animals are required to be leashed and under care and control of their owners.

- The Town has launched an online building permit portal to submit applications providing greater flexibility and accessibility for residents preparing for building projects.
- On Friday January 27th, the Nick Smith Centre is hosting a Youth Tween Dance between 6:30 and 9:00 p.m.

Councillor Toner made the following announcement(s):

- Wednesday, January 25th is Bell Lets Talk Day in promotion of increased awareness and acceptance around mental health, mental health awareness, acceptance and action building on 4 key pillars, anti-stigma, care and access, research and workplace leadership.

The General Manager, Client Services / Treasurer added the 2023 summer student employment opportunities have been posted. Online applications for summer positions can be found on the town's website.

18. Media Questions

None

19. Closed Session

None

20. Confirmatory By-Law

Resolution Number 028-23

Moved by Dan Lynch

Seconded by Chris Couper

That By-law No. 7351-23 being a By-law to confirm the proceedings of the Regular Meeting of Council held on January 23, 2023 be and it is hereby enacted and passed.

Resolution Carried

21. Adjournment

Resolution Number 029-23

Moved by Lynn Grinstead

Seconded by Dan Lynch

That this meeting of Council be adjourned at 8:15 p.m.

Resolution Carried

Signatures

Lisa McGee, Mayor

Maureen Spratt, Town Clerk



**Minutes of Special Council Meeting
February 6, 2023 5:00 PM
105 Elgin Street West, Arnprior, ON**

Council and Staff Attendance

Council Members Present (In Person):

Mayor Lisa McGee
County Councillor Dan Lynch
Councillor Lynn Grinstead
Councillor Chris Toner
Councillor Billy Denault

Council Members Present (Electronic):

Councillor Tom Burnette
Councillor Chris Couper

Council Members Absent:

Town Staff Present:

Robin Paquette, CAO
Maureen Spratt, Town Clerk
Jennifer Morawiec, General Manager, Client Services / Treasurer
Graeme Ivory, Director of Recreation
John Steckly, GM, Operations
Rick Desarmia, Fire Chief
Jennifer Eve, Manager of Finance
Emily Stovel, Manager of Culture, Curator
Alix Jolicoeur, Manager of Community Services / Planner
Steve McLean, Supervisor, Roads & Services
Taylor Giffen, Operations Supervisor
Patrick Foley, Engineering Officer, Facilities & Assets
Ryan Wall, Engineering Officer, Civil
Lucas Power, Program & Events Coordinator

1. Call to Order

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

2. Roll Call

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

3. Land Acknowledgement Statement

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.

Minutes of Council Meeting

4. Adoption of Agenda

Resolution Number 30-23

Moved by Billy Denault

Seconded by Lynn Grinstead

Be It Resolved That the agenda, for the Special Meeting of Council dated Monday, February 6, 2023 be adopted.

Resolution Carried

5. Disclosures of Pecuniary Interest

None

6. Awards/Delegations/Presentations

a) Presentations

The General Manager Client Services, Treasurer provided a Budget Recap, attached as Appendix A and forming part of these minutes, highlighting key areas of the 2023 Draft Operating Budget, the 2023 Draft Capital Budget, Supporting Documents and the 2023 Long Range Capital Forecast (LRCF). Budget Memos dated January 9, January 29 and February 2, 2023 are attached as Appendix B and forming part of these minutes.

Mayor McGee thanked the Treasurer for the overview and requested Council consider the funding requests made at the December 7, 2022 budget meeting first, then proceed with discussing the budget at-large including the municipal tax rate and any other budgetary items they wish to discuss.

Following discussion on the proposed grant to the Arnprior Public Library the following resolution was brought forward for consideration:

Resolution Number 31-23

Moved by Lynn Grinstead

Seconded by Billy Denault

That Council authorize grant funding of \$299,453 for the Arnprior Public Library to be included in the 2023 Operating Budget; and

Further That Council request the Arnprior Public Library, should they proceed with the additional Programmer position, return in September with a financial update.

Resolution Carried

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

Resolution Number 32-23

Moved by Dan Lynch

Seconded by Lynch Grinstead

That Council authorizes a grant funding increase of \$500 for Arnprior McNab/Braeside Archives for a total funding amount of \$32,500 to fund Arnprior's share of a 4.5 days per week for a full time archivist, to be included in the 2023 Operating Budget.

Resolution Carried

Following discussion on the proposed grant to the Arnprior Airport the following resolution was brought forward for consideration:

Resolution Number 33-23

Moved by Billy Denault

Seconded by Lynn Grinstead

Minutes of Council Meeting

That Council authorizes grant funding of \$55,000 for the Arnprior Airport to be included in the 2023 Operating Budget on the condition that the Airport provides annual audited financial statements.

Resolution Carried

Following discussion on the proposed grant to the Physician Recruitment Committee the following resolution was brought forward for consideration:

Resolution Number 34-23

Moved by Dan Lynch

Seconded by Chris Toner

That Council authorizes grant funding of \$20,000 for the Physician Recruitment Committee to be included in the 2023 Operating Budget.

Resolution Carried

Following discussion on the proposed grant to the Seniors Active Living Centre (SALC) the following resolution was brought forward for consideration:

Resolution Number 35-23

Moved by Lynn Grinstead

Seconded by Dan Lynch

That Council authorizes an additional \$2500 of cash support for total cash grant funding of \$12,500 for the Seniors Active Living Centre to be included in the 2023 Operating Budget; and

Further That Council authorizes an additional \$2500 of in-kind support for a total of \$7,500 of in-kind support for the Seniors Active Living Centre to be provided in 2023.

Resolution Carried

Following discussion on the proposed grant to Arnprior Regional Health Foundation – CT Scanner the following resolution was brought forward for consideration:

Resolution Number 36-23

Moved by Dan Lynch

Seconded by Lynn Grinstead

That Council authorizes grant funding of \$200,000 (\$50,000 per year over a four-year period) to Arnprior Regional Health Foundation in support of the CT Scanner Campaign.

Discussion ensued regarding the benefit of providing the \$200,000 over the four year period or providing \$50,000 in 2023 and having Arnprior Regional Health Foundation return during annual budget meetings to request additional funding, if needed, in support of the CT Scanner Campaign.

Resolution Number 37-23

Moved by Dan Lynch

Seconded by Tom Burnette

That resolution number 36-23 be amended by striking out the words “four years” and inserting “2023.”

Resolution Carried

Resolution Number 38-23

Moved by Dan Lynch

Seconded by Lynn Grinstead

Minutes of Council Meeting

That Council authorizes grant funding of \$ 50,000 in 2023 to Arnprior Regional Health Foundation in support of the CT Scanner Campaign.

Resolution Carried (as amended)

Mayor McGee reminded Council of the inflationary and growth pressures the Town faces, significant unknowns for 2023 including the impacts of Bill 23, the joint use recreation agreement, that Town is vulnerable to provincial policies changes and that the unexpected can happen. As investing in roads today will save money tomorrow, an additional \$100,000 to Rolling Road Rehab would be a good investment and save over the long-term and that she would be supportive of a 3.0% to 3.5% municipal tax rate increase.

Discussion on the 2023 municipal tax rate increase ensued with the following motions being brought forward for consideration:

Resolution Number 39-23

Moved by Dan Lynch

Seconded by Tom Burnette

That Council direct staff to prepare the 2023 Budget by-laws for consideration of adoption at the February 13, 2023 Regular Meeting of Council, including a municipal tax rate increase of 3.0%.

Resolution Carried

Resolution Number 40-23

Moved by Dan Lynch

Seconded by Chris Couper

That Council authorize an additional \$100,000 be added to the 2023 capital budget for Rolling Road rehab.

Resolution Carried

Resolution Number 41-23

Moved by Dan Lynch

Seconded by Tom Burnette

That Council authorize the additional funds of \$175,087 (3.0% municipal tax rate generated funding of \$328,087 less the \$53,000 of additional community grant funding and \$100,000 for Rolling Road Rehab) be allocated to the Capital Expenditure Reserve Fund to help fund future capital investments.

Resolution Carried

Councillor Grinstead asked that the minutes be reflected to note her agreement with the resolutions relating to the grants and addition to rolling rehab, however, she was not in agreement with the a municipal tax rate increase of 3%.

Mayor McGee and Members of Council thanked staff for their hard work on the 2023 Draft Budget, noting the quality of the budget document and efficiency of the process.

Council noted there is no need for the additional meeting scheduled for February 7, 2023.

Minutes of Council Meeting

17. Confirmatory By-Law

Resolution Number 42-23

Moved by Chris Couper

Seconded by Tom Burnette

That By-law No. 7352-23 being a By-law to confirm the proceedings of the Special Meeting of Council held on February 6, 2023 be and it is hereby enacted and passed.

Resolution Carried

18. Adjournment

Resolution Number 43-23

Moved by Dan Lynch

Seconded by Lynn Grinstead

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

Resolution Carried

Signatures

Lisa McGee, Mayor

Maureen Spratt, Town Clerk



FamFest 2023

Lucas Power
Program and Events Coordinator

Meeting Date: February 13, 2022

Background

FamFest

- This will be the third edition of FamFest after hosting two successful events in 2019 and 2022.
- This event has always been a day of free activities hosted at the Nick Smith Centre in an effort to foster barrier free recreation.
- This event is made possible by community collaboration and sponsorship.



FamFest 2023

What is happening?

- This event is taking place at the Nick Smith Centre on Family Day, Monday, February 20, from 8:00 a.m. - 6:00 p.m.
- There is no cost to partake in any of the events listed in the event description.
- FamFest is another component to our Wintermission activities calendar that will conclude on February 28.



FamFest Schedule

Free Pancake Breakfast (Sponsored by the Arnprior Lion's Club)

- Community Hall: 8:00am-11:00am

Free Family Swimming

- Community Pool: 10:00-10:50am;
11:30am-12:20pm, 1:30-2:20pm, 3:00-3:50pm

Free Family Skating

- Bert Hall Arena: 10:00am-12:00pm, 4:00-6:00pm

Sledge Hockey Trial

- Glenn Arthur Arena: 11:30am-12:20pm



FamFest Schedule

Family Entertainment in the Community Hall

- Face Painting | 10:00am-1:00pm
- Balloon Animals| 10:00am-1:00pm
- Video Games with Valley Nostalgia| 10:00am - 1:00pm
- Board Games, Giant Games, Arts & Crafts | 8:00am-3:00pm



FamFest Schedule

Free Arnprior Packers Game

- Arnprior Packers take on the Athens Aeros
- Bert Hall Arena | 1:30pm
- The Arnprior Packers are among the top ranked Junior B Teams in Canada featuring several players from Arnprior and the immediate area.



FamFest

Important Event Notes

- Programs do not require pre-registration and are at a first-come, first-serve basis. Mandated capacity limits will be in place.
- Staff and volunteers will be on site at the event to help provide information and ensure the event runs smoothly.



FamFest

Thanks to our Sponsors

- Program Sponsors:
 - Lions Club
 - Arnprior Packers
- Event Sponsors:
 - Pacific Safety Products
 - Antrim Truck Stop
 - Maverick's Donuts
 - Mark's No Frills

Information

Where can residents go to find information?

- A complete list of every program and timing is available on www.arnprior.ca/famfest
- Arnprior Life Social Media channels
- February 16 edition of the Chronicle Guide
- Visiting the Nick Smith Centre to view and take a flyer of the day's programming.

FamFest 2023

Monday February 20



Nick Smith Centre
Free Admission

Pancake Breakfast | Swimming and Skating
Sledge Hockey | Video and Board Games
Face Painting | Balloon Animals | Arnprior Packers Game



Questions?



• WHERE THE RIVERS MEET •



Town of Arnprior

2023 Development Charges Public Meeting

February 13, 2023



Format for Public Meeting

- Opening Remarks
- Study Process and Timelines
- Development Charges Overview
- Presentation of the Proposed Policies and Charges
- Presentations by the Public
- Questions from Council
- Conclude Public Meeting

Public Meeting Purpose



- The public meeting is to provide for a review of the D.C. proposal and to receive public input on the proposed policies and charges.
- The meeting is a mandatory requirement under the Development Charges Act (D.C.A.).
- Prior to Council's consideration of a by-law, a background study must be prepared and available to the public a minimum 60 days prior to the D.C. by-law passage.

Study Process & Timelines



1

May to December 2022

Calculations, meetings with Town Staff, and Policy Review

2

January 10, 2023

Release of Background Study and Draft By-law

3

February 13, 2023

Public Meeting of Council

4

March 13, 2023

Council Consideration of the By-law

Development Charges (D.C.)



Purpose:

- To recover the capital costs associated with residential and non-residential growth within a municipality
- The capital costs are in addition to what costs would normally be constructed as part of a subdivision (i.e. internal roads, sewers, watermains, sidewalks, streetlights, etc.)
- Municipalities are empowered to impose these charges via the Development Charges Act (D.C.A.)

Changes to D.C. Legislation



There were a number of changes to the D.C.A. over the past few years. These changes are provided through the following Bills and have been incorporated as part of the D.C. Study:

- **Bill 108: More Homes, More Choice Act, 2019**
 - Provided timing of payment provisions (for Rental Housing, Institutional development, and non-profit housing), D.C. rate freeze for site plan and zoning by-law amendments, and allows for interest to be applied.
- **Bill 138: Plan to Build Ontario Together Act, 2019**
 - Removed installment payments for commercial and industrial developments (identified in Bill 108)
- **Bill 197: COVID-19 Economic Recovery Act, 2020**
 - Provides a list of D.C. eligible services, classes of services, and removal of the 10% mandatory deduction and 10-year planning horizon.
- **Bill 213: Better for People, Smarter for Business Act, 2020**
 - Provides for a mandatory exemption for development of land intended for use by a university that receives operating funds from the Government
- **Bill 23: More Homes, Built Faster Act, 2022**
 - Various changes provided on next slide

Bill 23 (More Homes, Built Faster Act, 2022)



- Additional Residential Unit Exemption (3rd unit)
- New Statutory Exemptions
 - Affordable, Attainable, Inclusionary Zoning, and Non-profit Housing
- Removal of Housing Services
- Historical Level of Service to be calculated over 15 years
- Removal of Studies from definition of capital costs
- Mandatory Phase-in (80% year 1, then 5% each year until year 5)
- D.C. By-law Expiry extended from 5 to 10-year life
- Rental Housing Discount – based on number of bedrooms
- Maximum Interest Rate for Instalments and DC Rate Freeze Capped at 1% + average prime rate.
- Allocation of Funds Received (60% of beginning balance for water, wastewater, and roads)



D.C. Eligible Services

1. **Water**
2. **Wastewater**
3. Storm water drainage
4. **Services related to a highway**
5. Electrical power services.
6. Toronto-York subway extension.
7. Transit
8. Waste diversion
9. Policing Services
10. **Fire protection**
11. Ambulance
12. **Library**
13. Long-term Care
14. **Parks and Recreation**
15. Public Health services
16. Childcare and early years services
17. ~~Housing services~~
18. Provincial Offences Act
19. Emergency Preparedness
20. Airports (Waterloo Region only)

These are the current D.C. eligible services being considered in the calculations

***Amended as per Bill 23**



D.C. Methodology – Simplified Steps

1. Identify amount, type and location of growth
2. Identify servicing needs to accommodate growth
3. Identify capital costs to provide services to meet the needs
4. Deduct:
 - i. Grants, subsidies and other contributions
 - ii. Benefit to existing development
 - iii. **Amounts in excess of 15-year historical service calculation**
 - iv. D.C. Reserve funds (where applicable)
5. Net costs then allocated between residential and non-residential benefit
6. Net costs divided by growth to calculate the D.C.

Overview of the D.C. Calculation





Exemptions

Mandatory Exemptions

- Upper/Lower Tier Governments and School Boards;
- Industrial building expansions (may expand by 50% with no D.C.);
- **A second and third unit in a detached, semi-detached, or rowhouse (including one unit in an ancillary structure)**
- Add one additional unit or 1% of existing units in an existing rental residential building;
- Development of lands intended for use by a university that receives operating funds from the Government;
- **Affordable, Attainable, Non-profit Housing, and Inclusionary Zoning (affordable)**
- **Discount for Rental units based on bedroom size**

Discretionary Exemptions

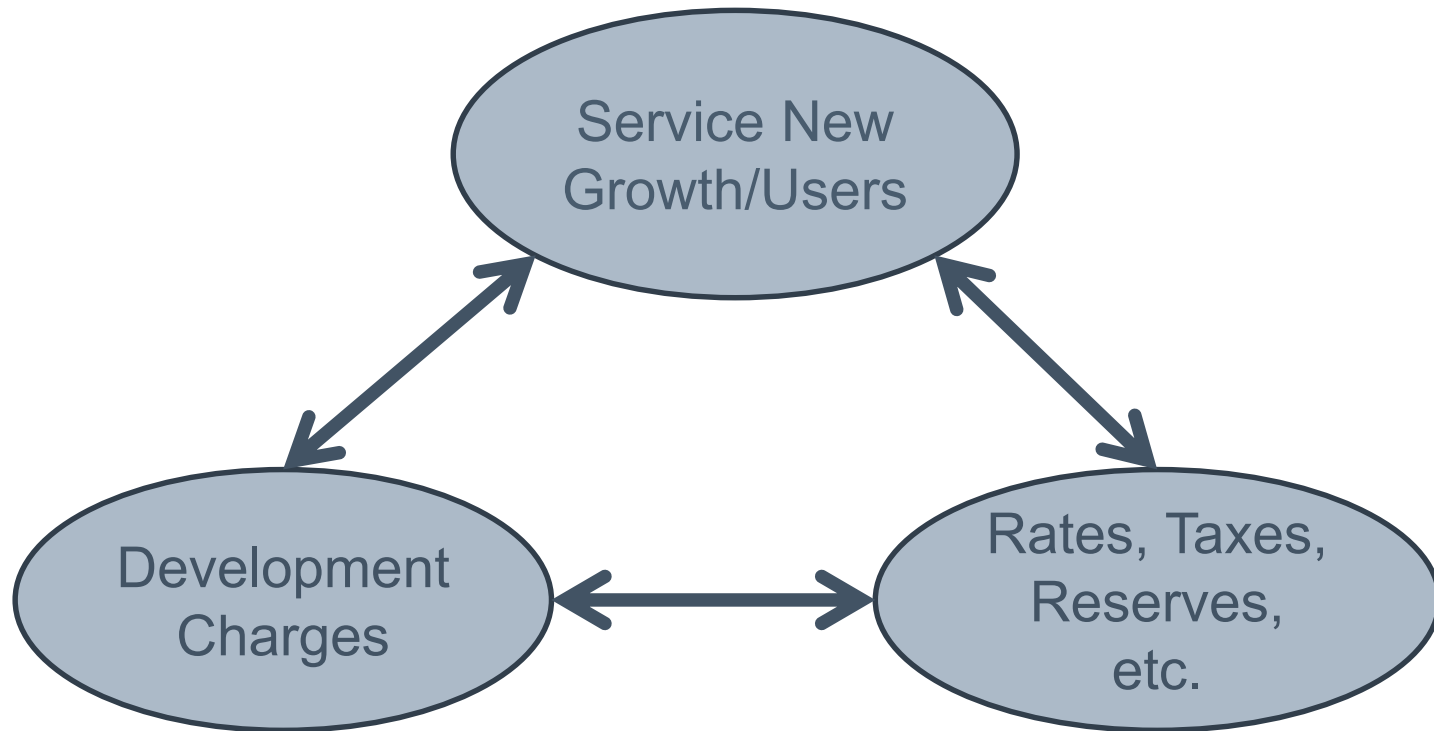
- Reduce in part or whole D.C. for types of development or classes of development (e.g. industrial or churches);
- May phase-in over time; and
- Redevelopment credits to recognize what is being replaced on site (not specific in the Act but provided by case law);



Current Discretionary Exemptions

- The following are the Town's current discretionary exemptions. They have been maintained in the D.C. background study and draft by-law for Council's consideration:
 - Buildings used as hospitals as governed by the Public Hospitals Act
 - Buildings used as Long-Term Care Homes that are non-profit institutions

Relationship Between Needs to Service New Development vs. Funding



Growth Forecast Summary



Measure	10 Year 2023-2032	20 Year 2023-2042	20 Year with Industrial Buildout 2023-2042
(Net) Population Increase	1,125	2,660	2,660
Residential Unit Increase	619	1,419	1,419
Non-Residential Gross Floor Area Increase (ft ²)	200,600	438,000	1,073,700

Source: Watson & Associates Economists Ltd. Forecast 2023



Services & Classes of Services Considered for the D.C.

- **Services:**
 - Services Related to a Highway;
 - Fire Protection Services;
 - Parks & Recreation Services;
 - Library Services;
 - Wastewater Services; and
 - Water Services.
- **Class of Services:**
 - Public Works

Current Development Charges (2023\$)



Service	Residential				Non-Residential
	Single & Semi Detached	Multiples	Apartments with ≥ 2 Bedrooms	Apartments with < 2 Bedrooms	per sq.ft.
Services Related to a Highway	3,580	3,105	2,097	1,859	2.35
Fire Protection Services	238	206	140	124	0.15
Parks and Recreation Services	379	330	222	198	0.04
Library Services	408	354	239	211	0.04
Administration	1,121	971	657	583	0.74
Total Municipal Wide Services/Class of Service	5,726	4,966	3,355	2,975	3.32
Urban Services					
Wastewater Services	6,449	5,592	3,778	3,350	2.88
Water Services	6,110	5,298	3,580	3,174	2.73
Total Urban Services	12,559	10,890	7,358	6,524	5.61
Staye Court Area Specific Charges					
Wastewater Services	607	526	355	315	0.75
Water Services	690	599	405	359	0.82
Total Urban Services	1,297	1,125	760	674	1.57
GRAND TOTAL URBAN AREA	18,285	15,856	10,713	9,499	8.93
GRAND TOTAL WITH STAYE COURT	19,582	16,981	11,473	10,173	10.51

Calculated Development Charges (2023\$)



Service/Class of Service	RESIDENTIAL					NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Special Care/Special Dwelling Units	(per sq.ft. of Gross Floor Area)
Municipal Wide Services/Class of Service:						
Services Related to a Highway	5,076	4,102	3,351	2,294	2,294	2.85
Public Works (Facilities and Fleet)	645	521	426	291	291	0.36
Fire Protection Services	219	177	145	99	99	0.12
Parks and Recreation Services	3,866	3,124	2,552	1,747	1,747	0.55
Library Services	550	444	363	249	249	0.08
Total Municipal Wide Services/Class of Services	10,356	8,368	6,837	4,680	4,680	3.96
Urban Services						
Wastewater Services	6,468	5,227	4,270	2,923	2,923	2.28
Water Services	10,516	8,498	6,943	4,753	4,753	3.71
Total Urban Services	16,984	13,725	11,213	7,676	7,676	5.99
Staye Court Area Specific Charges						
Wastewater Services	607	491	401	274	274	0.75
Water Services	690	558	456	312	312	0.82
Total Staye Court	1,297	1,049	857	586	586	1.57
GRAND TOTAL URBAN AREA	27,340	22,093	18,050	12,356	12,356	9.95
GRAND TOTAL WITH STAYE COURT	28,637	23,142	18,907	12,942	12,942	11.52

Note: the charges presented above are subject to the mandatory phase-in percentages as per Bill 23

Rate Comparison – Residential (single detached)



Service/Class of Service	Current	Calculated	
Municipal Wide Services/Classes:			
Services Related to a Highway	3,580	5,076	
Public Works	-	645	
Fire Protection Services	238	219	
Parks and Recreation Services	379	3,866	
Library Services	408	550	
Administration*	1,121	-	
Total Municipal Wide Services/Classes	5,726	10,356	
Urban Services:			
Wastewater Services	6,449	6,468	
Water Services	6,110	10,516	
Total Urban Services	12,559	16,984	
Staye Court Area Specific Charges:			
Wastewater Services	607	607	
Water Services	690	690	
Total Area Specific Services	1,297	1,297	Bill 23 Year 1 Phase in (80%)
Grand Total - Urban Area	18,285	27,340	21,872
Grand Total - With Staye Court	19,582	28,637	22,910

*No longer D.C. eligible

Rate Comparison – Non-Residential (per sq.ft.)



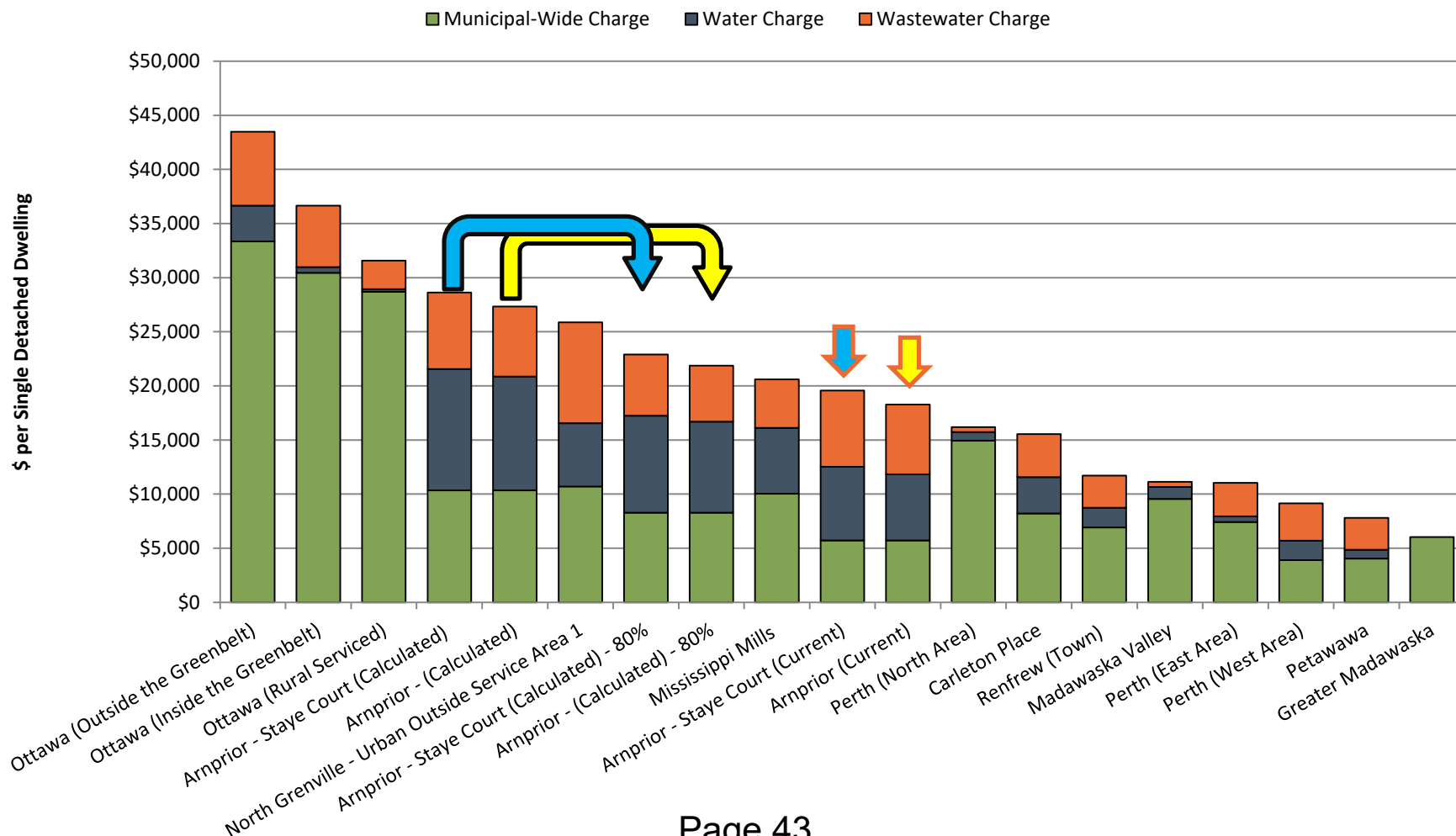
Service/Class of Service	Current	Calculated	
Municipal Wide Services/Classes:			
Services Related to a Highway	2.35	2.85	
Public Works	-	0.36	
Fire Protection Services	0.15	0.12	
Parks and Recreation Services	0.04	0.55	
Library Services	0.04	0.08	
Administration*	0.74	-	
Total Municipal Wide Services/Classes	3.32	3.96	
Urban Services:			
Wastewater Services	2.88	2.28	
Water Services	2.73	3.71	
Total Urban Services	5.61	5.99	
Staye Court Area Specific Charges:			
Wastewater Services	0.75	0.75	
Water Services	0.82	0.82	
Total Area Specific Services	2	1.57	Bill 23 Year 1 Phase in (80%)
Grand Total - Urban Area	8.93	9.95	7.96
Grand Total - With Staye Court	10.50	11.52	9.22

*No longer D.C. eligible

Survey of D.C. Rates – Residential



Development Charge Rates for Arnprior and the Surrounding Area Single Detached and Semi-Detached Dwellings

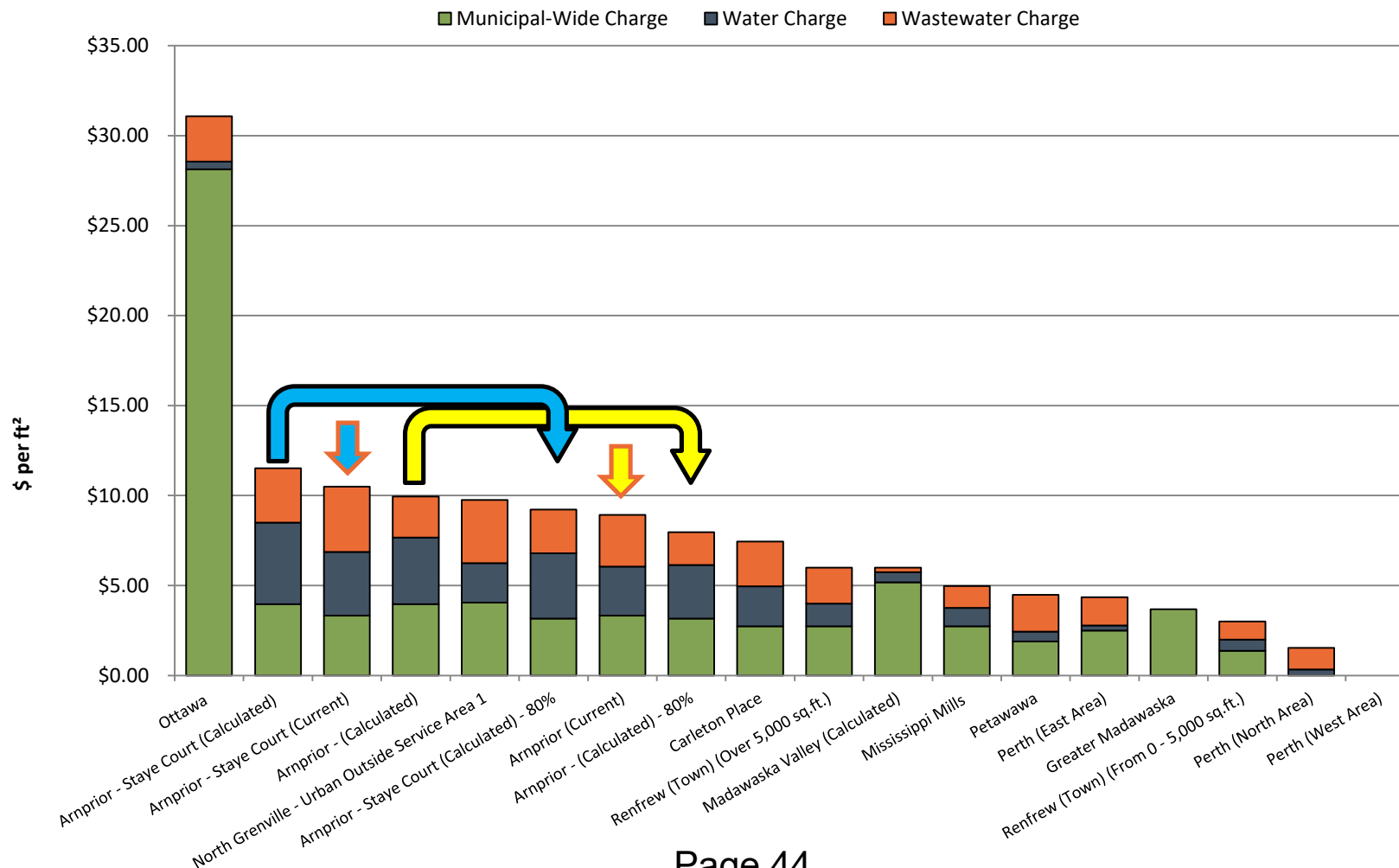


Survey of D.C. Rates – Commercial



Development Charge Rates for Arnprior and the Surrounding Area

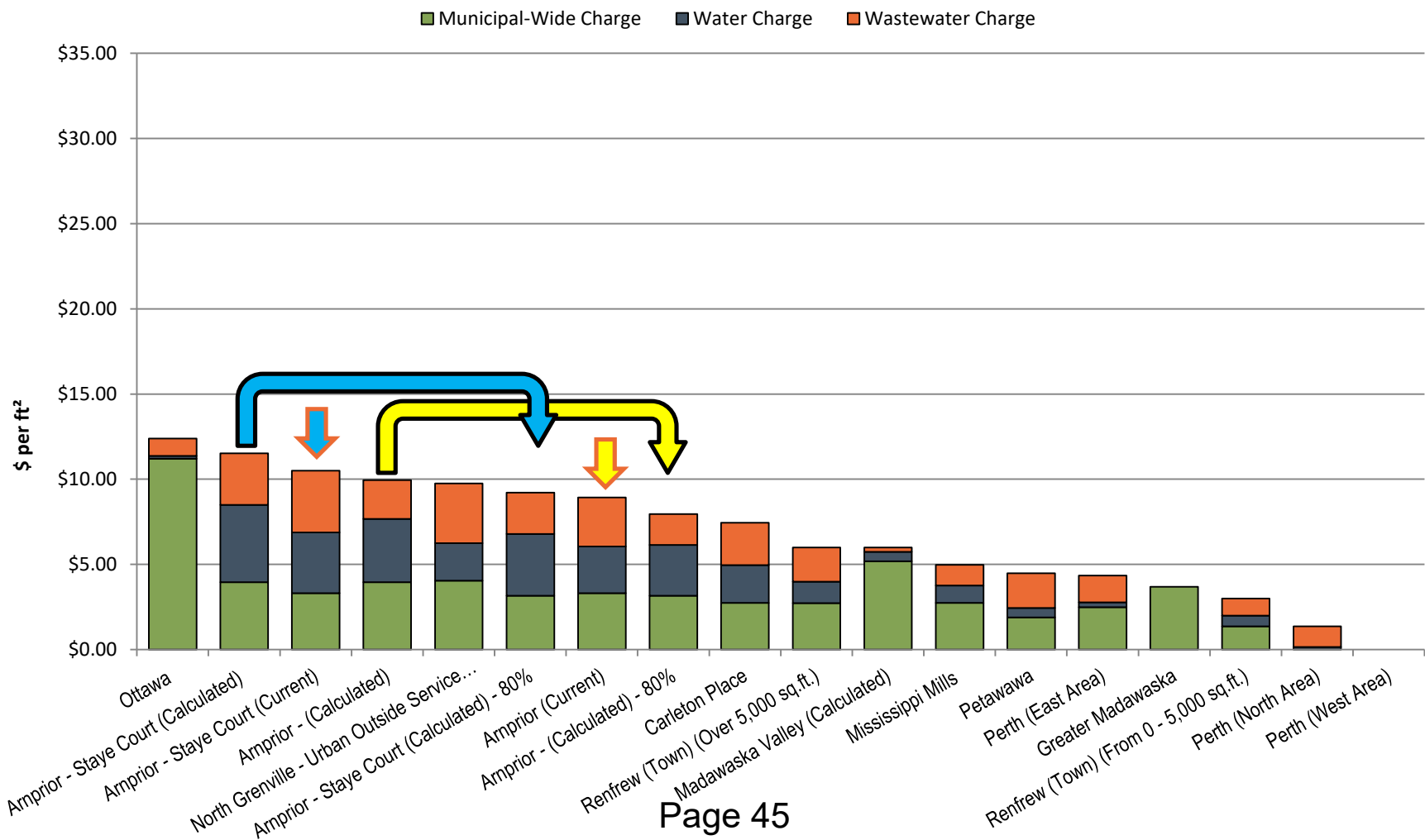
Commercial Development - per sq.ft.



Survey of D.C. Rates – Industrial



Development Charge Rates for Arnprior and the Surrounding Area Industrial Development - per sq.ft.



Study Process & Timelines



May to December 2022

Calculations, meetings with Town Staff, and Policy Review



January 10, 2023

Release of Background Study and Draft By-law



February 13, 2023

Public Meeting of Council



March 13, 2023

Council Consideration of the By-law

Questions



Questions



Town of Arnprior Staff Report

Subject: Lift and Transfer Block 49 on Plan 49M-108

Report Number: 23-02-13-01

Report Author and Position Title: Alix Jolicoeur, Manager of Community Services/Planner

Department: Community Services

Meeting Date: February 13, 2023

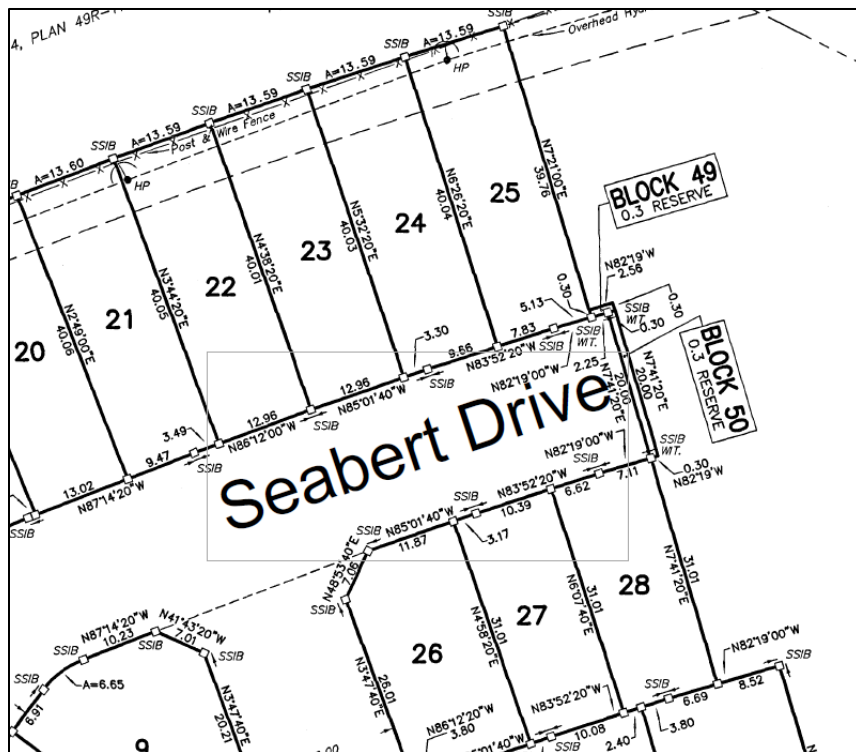
Recommendations:

That Council approves lifting of the 0.3 m reserve, being Block 49 on Plan 49M-108, and transferring Block 49 on Plan 49M-108 back to Marshall's Bay Regional Inc.

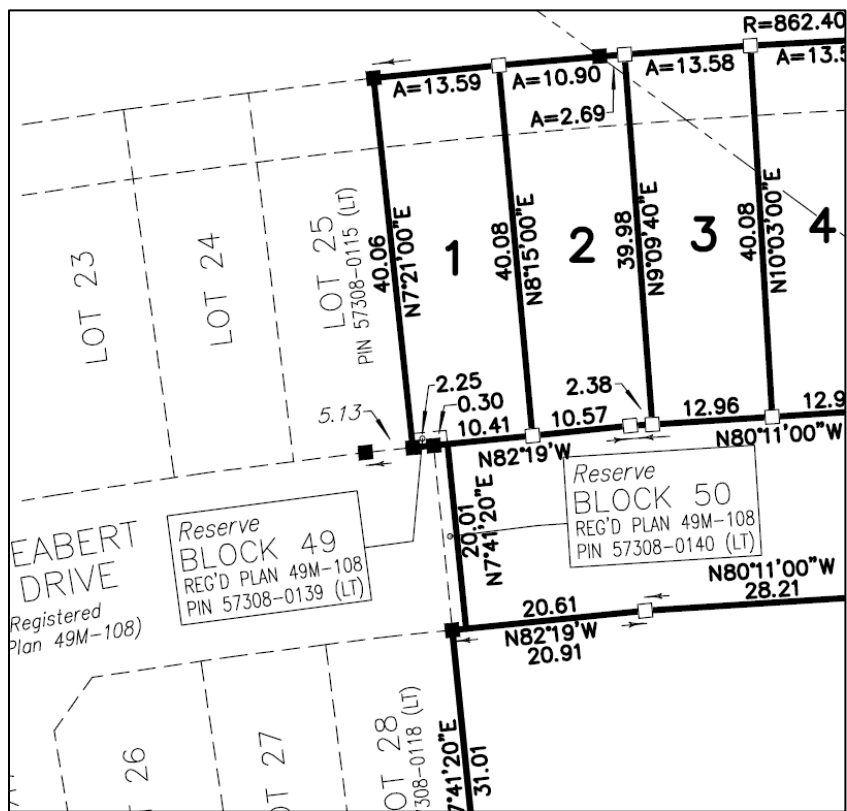
Background:

Phase 2 of Marshall's Bay Meadow subdivision was approved in April 2021. When Phase 2 was approved and registered, 0.3 m reserves were required along any dead ends and open sides of road allowances created by the plan.

Block 49 on Plan 49M-108 was created and dedicated as a 0.3 m reserve when Phase 2 was registered (Figure 1). The Block measures 2.56m by 0.3m in area. Typically, the Block would have been located on the 'road allowance' side of the future lot line but was included in what will now form part of a new lot on the Phase 3 subdivision plan.



The owner is now proceeding with Phase 3 and 4A of the subdivision development. The Draft Plan of Subdivision includes Block 49 in the proposed Lot 1 (Figure 2).



Discussion:

In order to allow the subdivision plan (M plan) for Phases 3 and 4A to be registered on title the 0.3 m reserve must be lifted and Block 49 on Plan 49M-108 must be transferred back to Marshall's Bay Regional Inc.

With registration of Phases 3 and 4A, Block 49 on Plan 49M-108 is no longer required as a reserve.

Options:

1. Not approve the proposed lifting and transfer of Block 49 on Plan 49M-108 which would have the effect of preventing registration of the Phase 3 and 4A plan of subdivision at this time. Staff recommend approving at this time to address this minor lotting issue in an expedient and efficient manner.

Policy Considerations:

The proposed transfer of land is not subject to the Sale and Disposition of Land Policy approved as per by-law 7094-20. As per section 3.0 Scope:

"This policy applies to all financial and legal transactions involving the sale or other disposition of Town-owned land unless otherwise exempted under this Policy.

The procedures in this Policy may be adapted as required to comply with pre-existing contractual obligations to which the Town is a party, including funding agreements, licenses and joint-use agreements.

The following exemptions shall apply:

...

3.8 Land 0.3 meters or less in width acquired in connection with an approval or decision under the *Planning Act, R.S.O. 1990, c. P. 13* as amended;"

Financial Considerations:

The land to be transferred has no value to the Town if kept and is of no value to any other potential transferee beside Marshalls' Bay Regional Inc. All costs associated with the transfer will be borne by Marshall's Bay Regional Inc.

Meeting Dates:

1. N/A

Consultation:

- Robin Paquette, Chief Administrative Officer (CAO)

- Stephanie Kaminski, Coordinator Land Development Regional Group
- John Steckly, General Manager, Operations

Documents:

1. Proposed M-plan for Phases 3 and 4A showing the block 49 reserve as part of the future lot 1.

Signatures

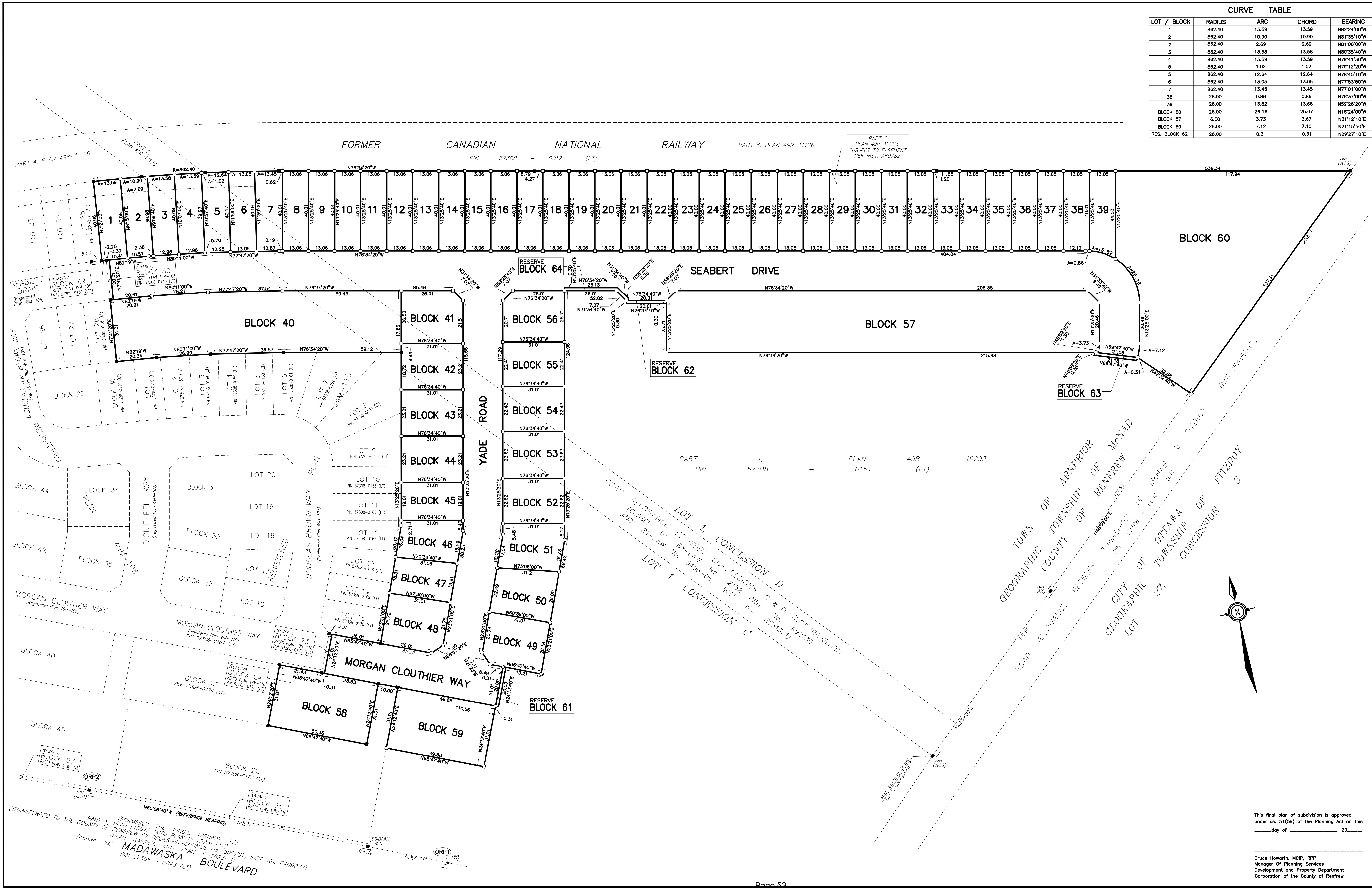
Reviewed by Department Head: Alix Jolicoeur, Manager of Community Services/Planner

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

Document 1: Proposed M-plan for Phases 3 and 4A showing the block 49 reserve as part of the future lot 1.



CURVE TABLE				
LOT / BLOCK	RADIUS	ARC	CHORD	BEARING
1	862.40	13.59	13.59	N82°24'00"W
2	862.40	10.90	10.90	N81°35'10"W
2	862.40	2.69	2.69	N81°08'00"W
3	862.40	13.58	13.58	N80°35'40"W
4	862.40	13.59	13.59	N79°41'30"W
5	862.40	1.02	1.02	N79°12'20"W
5	862.40	12.64	12.64	N78°45'10"W
6	862.40	13.05	13.05	N77°53'50"W
7	862.40	13.45	13.45	N77°01'00"W
38	26.00	0.86	0.86	N75°37'00"W
39	26.00	13.82	13.82	N59°26'20"W
BLOCK 60	26.00	26.16	25.07	N15°24'00"W
BLOCK 57	6.00	3.73	3.67	N31°12'10"E
BLOCK 60	26.00	7.12	7.10	N21°15'50"E
RES. BLOCK 62	26.00	0.31	0.31	N29°27'10"E

PLAN 49M—

I certify that this Plan is registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49 at _____ o'clock on the _____ day of _____, 2022 and entered in the parcel register for Property Identifier 57308-0139 (LT) and 57308-0154 (LT).

The required consents are registered as plan document No. _____.

(Representative For) Land Registrar

This plan comprises all of PIN 57308-0139 (LT) and PIN 57308-0154 (LT).

PLAN OF SUBDIVISION OF RESERVE BLOCK 49 REGISTERED PLAN 49M-108 AND PART OF LOT 1, CONCESSION C AND PART OF LOT 1, CONCESSION D AND PART OF ROAD ALLOWANCE BETWEEN CONCESSIONS C & D GEOGRAPHIC TOWNSHIP OF McNAB TOWN OF ARNPRIOR COUNTY OF RENFREW

SCALE 1 : 750

ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVATIONS ON ORP1 & ORP2, HAVING A BEARING OF N65°06'40"W, UTM ZONE 18, (75° WEST LONGITUDE) NAD 83 (CSRS) (1997), AS SHOWN ON PLAN 49R-19293.

METRIC NOTE:
DISTANCES AND COORDINATES ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:
DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999722.

MONUMENTATION NOTE:
ALL BARS SHOWN PLANTED ON THIS PLAN ARE IBS UNLESS SHOWN OTHERWISE.

INTEGRATION DATA:
OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS INFORMATION AS SHOWN ON PLAN 49R-19293, UTM ZONE 18 (75° WEST) NAD83 (CSRS) (1997)

POINT ID	NORTHING	EASTING
ORP1	5 031 329.51	396 074.09
ORP2	5 031 461.79	395 789.04

COORDINATE VALUES ARE TO RURAL ACCURACY PER SEC. 14 (2) OF O. REG. 216/10 AND CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

IB — IRON BAR
SIB — STANDARD IRON BAR
SSIB — SHORT STANDARD IRON BAR
M — MONUMENT FOUND
P — MONUMENT PLANTED
RIB — ROUND IRON BAR
F — FENCE
WT — WITNESS
(103B) — A.J. SIMPSON, O.L.S.
(AOG) — ANNIS O'SULLIVAN VOLLEBEKK LTD.
(AK) — ADAM KASPRZAK SURVEYING LTD.
HP — HYDRO POLE
GA — GUY ANCHOR

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 39, INCLUSIVE, BLOCKS 40 TO 60, INCLUSIVE, RESERVE BLOCKS 61 TO 64, INCLUSIVE, AND THE STREETS NAMEDLY MORGAN CLOUTHIER WAY SEABERT DRIVE AND YADE ROAD HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
2. THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF ARNPRIOR AS PUBLIC HIGHWAYS.

DATED THE *** DAY *****, 2023.

DAVID KARDISH
MARSHALL'S BAY REGIONAL INC.
ASSISTANT SECRETARY

I HAVE THE AUTHORITY TO BIND THE CORPORATION

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON MARCH 9th, 2022.

DATE: JANUARY 24, 2023

ADAM KASPRZAK
ONTARIO LAND SURVEYOR

AK ADAM KASPRZAK SURVEYING LTD.
ONTARIO LAND SURVEYORS

29 BRIDGE ST., P.O. BOX 633
RENFREW, ONTARIO K7V 4E7
PHONE (613) 432-3048

SCALE: 1 : 500 REF: 22-2006 E
FILE NO.: 22-2006-PHASE3-E.dwg

This final plan of subdivision is approved under ss. 51(58) of the Planning Act on this _____ day of _____, 20____

Bruce Howarth, MCIP, RPP
Manager of Planning Services
Development and Property Department
Corporation of the County of Renfrew



Town of Arnprior Staff Report

Subject: Phase 3 and 4A Marshall's Bay Meadows Subdivision Agreement (47-T-14002)

Report Number: 23-02-13-02

Report Author and Position Title: Alix Jolicoeur, Manager of Community Services/Planner

Department: Community Services

Meeting Date: February 13, 2023

Recommendations:

That Council adopt a by-law to authorize the Mayor and Clerk to enter into a Subdivision Agreement for Phase 3 and 4A of the Marshall's Bay Meadows Subdivision (47-T-14002) with the final form and content of the Agreements being to the satisfaction of the CAO, in consultation with the Town Solicitor.

Background:

The proposed subdivision agreement between the Town and the owner, Marshall's Bay Regional Inc., ensures that the works associated with the subdivision are completed to a minimum standard within a specified time frame, and that sufficient securities are posted to allow the Town to complete any works outstanding, should the owner default on the agreement.

The Owner signed an Acknowledgment and Indemnification for construction of the municipal infrastructure for Phase 3 and 4A on August 25, 2022 in advance of the registration of the plan of subdivision and subdivision agreement. The Town of Arnprior issued a Commence Work Notification. This allowed Marshall's Bay Regional Inc. to begin on-site works namely Servicing (Phase 3 and 4a) excluding utilities, curb, and final lift; SWM Pond 2; and Pump Station (the Works prior to the execution of the Subdivision Agreement). Works completed prior to execution of the subdivision agreement are completed entirely at their own risk. Further, Marshall's Bay Regional Inc. agrees to revise, correct or reconstruct any Works which the Town may deem necessary.

Discussion:

Draft conditions of final approval were issued by the County of Renfrew on August 5th, 2015, and revised on October 13, 2021. Town staff and engineering consultants have reviewed the submissions in respect to Phase 3 and 4A of this development. The following plans and reports have been approved:

Plans:

1. General Plan of Services (Phase 3-5), drawings No. 117164-2-GP0, 117164-2-GP2, and 117164-2-GP3 prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revisions 6 and 7, dated Aug 12, 2022
2. Cross Sections (Phases 3-5), drawing No. 117164-2-GPXS, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
3. Plan and Profile –Morgan Clouthier Way Station 20+000 to 20+325, drawing No. 117164-PR4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
4. Plan and Profile – Seabert Drive (Station 20+500 to 20+850), drawing No. 117164-2-PR6, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec3, 2021, revision 7, dated August 12, 2022
5. Plan and Profile – Seabert Drive & Morgan Clouthier Way Station 20+850 to 21+093 Station 22+000 to 22+125, drawing No. 117164-2-PR7, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
6. Plan and Profile – Yade Road and Rudd Lane Station 6+000 to 6+225 Station 7+000 to 7+234, drawing No. 117164-2-PR9, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
7. Plan and Profile East Side Ditch Station 0+225 to 0+482.16, drawing No. 117164-2-PR-OUT4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated August 12, 2022
8. Plan and Profile East Side Ditch Station 0+000 to 0+225, drawing No. 117164-PR-OUT3, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 26, 2019, revision 5, dated August 12, 2022
9. Plan and Profile Outlet Ditch Station 9+000 to 9+425, drawing No. 117164-PR-OUT1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Apr 9, 2019, revision 10, dated Oct 21, 2020
10. Plan and Profile Outlet Ditch Station 9+425 to 9+850, drawing No. 117164-2-PR-OUT2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Apr 9, 2019, revision 11, dated Dec 3, 2021

11. Grading Overall (Phase 3-5), drawing No. 117164-2-GRO, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 8, dated Aug 12, 2022
12. Grading Plan (Phase 3-5), drawings No. 117164-2-GR2 and 117164-2-GR3, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
13. Stormwater Management Facility 2, drawing No. 117164-2-SWMF2-A, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
14. Stormwater Management Facility 2 Inlet Detail, drawing No. 117164-2-SWMF2-B, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
15. Stormwater Management Facility 2 Outlet Detail, drawing No. 117164-2-SWMF2-C, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
16. Standard Details, drawings No. 117164-2-D1, 117164-2-D2, 117164-2-D3, and 117164-D4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revisions 5 and 6, dated Aug 12, 2022
17. Composite Utility Plan (Phase 3-5), drawings No. 117164-2-CUP2 and 117164-2-CUP3, prepared by Novatech Engineers, Planners & Landscape Architects, dated Feb 24, 2022 (CUP2) and May 4, 2022 (CUP3), revisions 7 and 8, dated Nov 28, 2022
18. Street Lighting Plan (Phase 3-5), drawings No. 117164-2-SL2 and 117164-2-SL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
19. Lighting Level Plan (Phase 3-5), drawings No. 117164-2-LL2 and 117164-2-LL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
20. Signage and Geometric Roadway Design Drawing (Phase 3-5), drawings No. 117164-2-SGN2 and 117164-2-SGN3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
21. Streetscape Plan, Phases 3, 4A and 4B, drawing No. 117164-2-L2B, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 3, dated Aug 12, 2022
22. Streetscape Plan, Phase 4A Continued, drawing No. 117164-L3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 3, dated Aug 12, 2022
23. Notes, Details, Tables and Legends (Phases 3-5), drawing No. 117164-2-ND,

prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022

24. Erosion and Sediment Control Plan (Phases 3-5), drawing No. 117164-2-ESC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
25. Clearing and Grubbing Plan (Phases 3-5), drawing No. 117164-2-CG, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
26. Marshall's Bay Pumping Station, job no. CCI1073, pages 1 to 23, prepared by Capital Controls, dated January 4, 2022, revision 5, dated June 10, 2022
27. Pump Station, Wet Well, Valve Chamber Details (Phase 3 -5), drawing No. 117164-2-PS1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
28. Pump Station Process Schematics & Control Panel Support Detail (Phase 3 -5), drawing No. 117164-2-PS2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 15, 2022
29. Lift Station/Pumping Station Electrical Infrastructure, Electrical Title Sheet, project No. 2021-747, drawing No. E001, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022
30. Lift Station/Pumping Station Electrical Infrastructure, Electrical New Work, project No. 2021-747, drawing No. E100, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022
31. Existing Conditions Plan (Phase 3-5), drawing No. 117164-2-EXC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
32. Storm Drainage Area Plan, External Areas (Phase 3-5), drawing No. 117164-2-STM1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022
33. Storm Drainage Area Plan, Internal Areas (Phase 3-5), drawing No. 117164-2-STM2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022
34. Sanitary Drainage Area Plan (Phase 3-5), drawing No. 117164-2-SAN2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022

Reports/Studies:

1. Madawaska Subdivision, Serviceability Report, Report No. R-2013-225, prepared by Novatech Engineers, Planners & Landscape Architects, January 2014.

2. Madawaska Lands, Servicing & Conceptual SWM Report, Report No. R-2018-046 prepared by Novatech Engineers, Planners & Landscape Architects, May 2018
3. Detailed Site Servicing and Stormwater Management Report – Marshall's Bay Meadows Subdivision – Phase 3-5, prepared by Novatech Engineers, Planners & Landscape Architects, December 9, 2021, revision 2, dated June 17, 2022
4. Preliminary Geotechnical Investigation – Proposed Residential Development Part Lot 1 Concession C and D, Arnprior, Ontario, Report No. 13-302, prepared by Houle Chevrier Engineering Ltd., October 2013
5. Geotechnical Investigation – Proposed Residential Subdivision, Marshall's Bay Meadows, Arnprior, Ontario, File No. 64819.04, prepared by GEMTEC Consulting Engineers and Scientists Ltd., May 5, 2020
6. Environmental Impact Study – Updated, prepared by Muncaster Environmental Planning Inc., February 5, 2014
7. Species at Risk Assessment Update, Phases 3, 4 and 5 of Marshall's Bay Meadows Subdivision, File Ref. No. 64819.04 - Rev. 0 prepared by Muncaster Environmental Planning Inc., June 18, 2021
8. 394 Madawaska Boulevard, Tree Conservation Report, prepared by Novatech Engineers, Planners & Landscape Architects, November 23, 2018
9. Marshall's Bay Meadows – Madawaska Lands Subdivision, Tree Conservation Plan (Update), prepared by Novatech Engineers, Planners & Landscape Architects, June 18, 2021
10. Madawaska Boulevard Property, Traffic Impact Study, Report No. 113-581, prepared by D.J. Halpenny & Associates Ltd., February 7, 2014
11. Marshall's Bay Meadows, Traffic Impact Study Addendum, prepared by Novatech Engineers, Planners & Landscape Architects, April 4, 2019.
12. Marshall's Bay Meadows, Traffic Impact Study Addendum 2, Novatech File No. 117164, prepared by Novatech Engineers, Planners & Landscape Architects, January 21, 2022, revision 2 dated June 17, 2022
13. Transportation Noise Assessment, Madawaska Boulevard Subdivision, Arnprior, Ontario, Report No. GmE 13-092 Noise, prepared by Gradient Microclimate Engineering Inc., December 18, 2013
14. Marshall's Bay Meadows Subdivision Streetscape and Architectural Control Guidelines, prepared by Marshall's Bay Regional Inc., dated May 2020
15. Phase I Environmental Site Assessment, Marshall's Bay Meadows, Arnprior, Ontario, File No. 64819.14, prepared by GEMTEC Consulting Engineers and Scientists Ltd., March 7, 2019

The developer has received Ministry of Environment Environmental Compliance Approvals for Phase 3 and 4A and is working to clear the draft plan conditions.

Condition #3.c) requires the following:

"The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Town of Arnprior, at the Owner's sole expense, including but not limited to, the phasing of the subdivision registration, the design and construction of roads, all water, wastewater and stormwater systems, and utilities in accordance with the Town's specifications and standards, all to the satisfaction of the Town. The Owner agrees to provide securities, in a form acceptable to the Town, equivalent to 100% of the estimated costs of municipal works."

Staff has used the standard form Subdivision Agreement to prepare a Draft Subdivision Agreement.

Entering into this Subdivision Agreement will fulfill the requirements of Draft Condition #3.c). The Draft Agreement has been provided to the Owner for their consideration.

Once the Agreement is signed, all other conditions cleared and securities and insurance provided, a clearance letter is forwarded to the County of Renfrew, for their consideration in the final approval of the Plan of Subdivision. Once the County approves the Draft Plan, the plans, agreement and easements are registered on title in priority.

A forthcoming bylaw will be before Council to lift the 0.3m reserves established in Phase 2 to facilitate the development and access in Phase 3.

Options:

Staff have reviewed the plans, reports and drawings submitted in support of this application, and the developer is clearing the conditions of draft approval. Staff recommend entering into the Subdivision Agreement, subject to the final form and content of the Agreement being to the satisfaction of the CAO, in consultation with the Town Solicitor.

Policy Considerations:

The proposed plan of subdivision is consistent with the Provincial Policy Statement and conforms to the County and Town Official Plans.

Financial Considerations:

The Owner will provide securities and fees in accordance with the Agreement requirements.

Meeting Dates:

N/A

Consultation:

- Robin Paquette, CAO
- John Steckly, General Manager, Operations
- Anne McVean, County Planner
- Nathan Kuiack, County Infrastructure Technician

The developer is responsible for obtaining clearance letters from all other agencies party to the conditions required by the County.

Documents:

1. Phase 3 and 4A M-Plan to be registered.

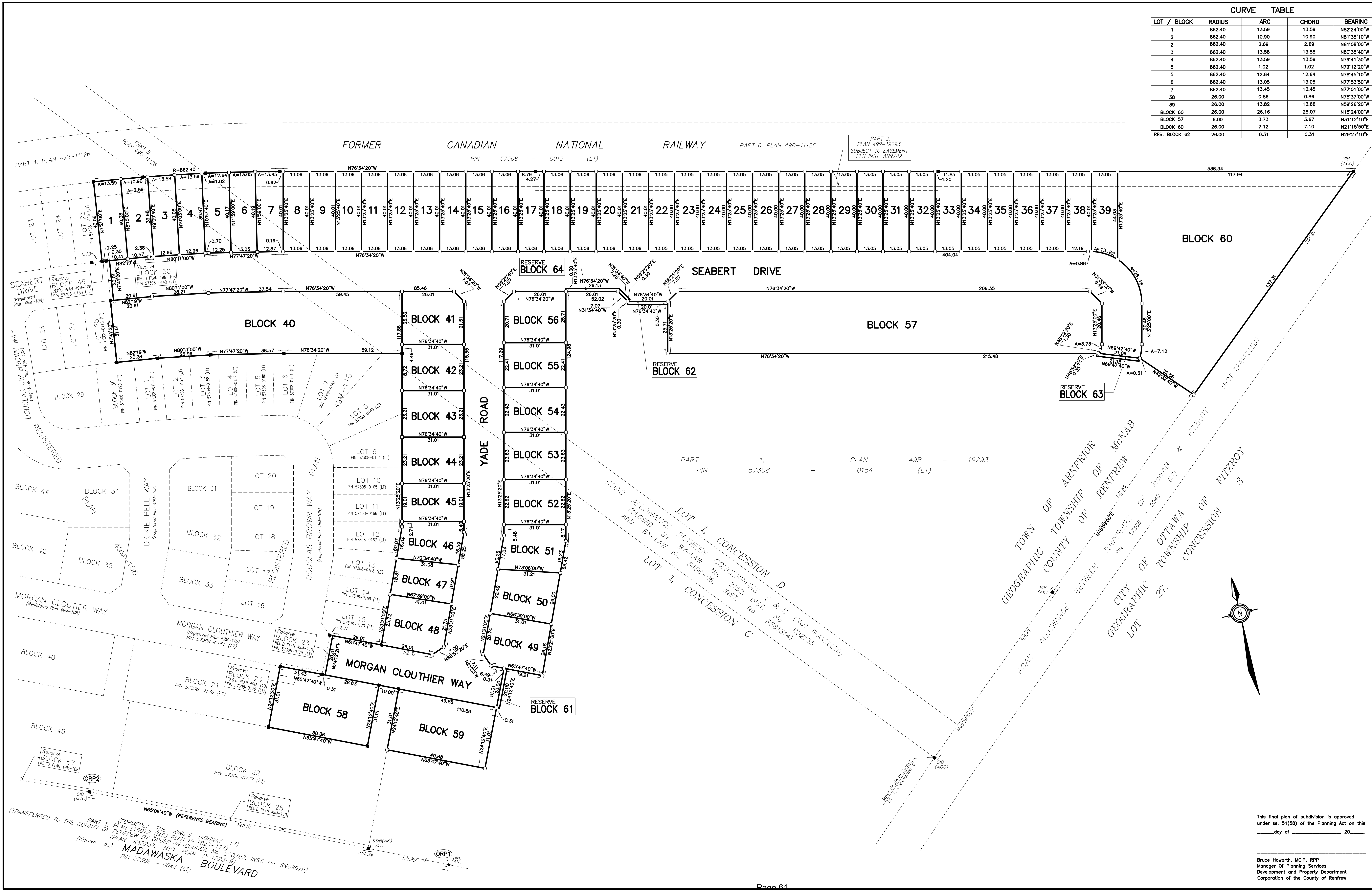
Signatures

Reviewed by Department Head: Alix Jolicoeur, Manager of Community Services/Planner

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



CURVE TABLE				
LOT / BLOCK	RADIUS	ARC	CHORD	BEARING
1	862.40	13.59	13.59	N82°24'00"W
2	862.40	10.90	10.90	N81°35'10"W
2	862.40	2.69	2.69	N81°08'00"W
3	862.40	13.58	13.58	N80°35'40"W
4	862.40	13.59	13.59	N79°41'30"W
5	862.40	1.02	1.02	N79°12'20"W
5	862.40	12.64	12.64	N78°45'10"W
6	862.40	13.05	13.05	N77°53'50"W
7	862.40	13.45	13.45	N77°01'00"W
38	26.00	0.86	0.86	N75°37'00"W
39	26.00	13.82	13.82	N59°26'20"W
BLOCK 60	26.00	26.16	25.07	N15°24'00"W
BLOCK 57	6.00	3.73	3.67	N31°12'10"E
BLOCK 60	26.00	7.12	7.10	N21°15'50"E
RES. BLOCK 62	26.00	0.31	0.31	N29°27'10"E

PLAN 49M—

I certify that this Plan is registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49 at _____ o'clock on the _____ day of _____, 2022 and entered in the parcel register for Property Identifier 57308-0139 (LT) and 57308-0154 (LT).

The required consents are registered as plan document No. _____.

(Representative For) Land Registrar

PLAN OF SUBDIVISION OF RESERVE BLOCK 49 REGISTERED PLAN 49M-108 AND PART OF LOT 1, CONCESSION C AND PART OF LOT 1, CONCESSION D AND PART OF ROAD ALLOWANCE BETWEEN CONCESSIONS C & D GEOGRAPHIC TOWNSHIP OF McNAB TOWN OF ARNPRIOR COUNTY OF RENFREW

SCALE 1 : 750

ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVATIONS ON ORP1 & ORP2, HAVING A BEARING OF N65°06'40"W, UTM ZONE 18, (75° WEST LONGITUDE) NAD 83 (CSRS) (1997), AS SHOWN ON PLAN 49R-19293.

METRIC NOTE:
DISTANCES AND COORDINATES ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:
DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999722.

MONUMENTATION NOTE:
ALL BARS SHOWN PLANTED ON THIS PLAN ARE IBS UNLESS SHOWN OTHERWISE.

INTEGRATION DATA:
OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS INFORMATION AS SHOWN ON PLAN 49R-19293, UTM ZONE 18 (75° WEST) NAD83 (CSRS) (1997)

POINT ID	NORTHING	EASTING
ORP1	5 031 329.51	396 074.09
ORP2	5 031 461.79	395 789.04

COORDINATE VALUES ARE TO RURAL ACCURACY PER SEC. 14 (2) OF O. REG. 216/10 AND CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

IB — IRON BAR
SIB — STANDARD IRON BAR
SSIB — SHORT STANDARD IRON BAR
M — MONUMENT FOUND
P — MONUMENT PLANTED
RIB — ROUND IRON BAR
F — FENCE
WT — WITNESS
(103B) — A.J. SIMPSON, O.L.S.
(AOG) — ANNIS O'SULLIVAN VOLLEBEKK LTD.
(AK) — ADAM KASPRZAK SURVEYING LTD.
HP — HYDRO POLE
GA — GUY ANCHOR

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 39, INCLUSIVE, BLOCKS 40 TO 60, INCLUSIVE, RESERVE BLOCKS 61 TO 64, INCLUSIVE, AND THE STREETS NAMEDLY MORGAN CLOUTHIER WAY SEABERT DRIVE AND YADE ROAD HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
2. THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF ARNPRIOR AS PUBLIC HIGHWAYS.

DATED THE *** DAY *****, 2023.

DAVID KARDISH
MARSHALL'S BAY REGIONAL INC.
ASSISTANT SECRETARY

I HAVE THE AUTHORITY TO BIND THE CORPORATION

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON MARCH 9th, 2022.

DATE: JANUARY 24, 2023

ADAM KASPRZAK
ONTARIO LAND SURVEYOR

AK ADAM KASPRZAK SURVEYING LTD.
ONTARIO LAND SURVEYORS

29 BRIDGE ST., P.O. BOX 633
RENFREW, ONTARIO K7V 4E7
PHONE (613) 432-3048

SCALE: 1 : 500 REF: 22-2006 E
FILE NO.: 22-2006-PHASE3-E.dwg

This final plan of subdivision is approved under ss. 51(58) of the Planning Act on this _____ day of _____, 20____

Bruce Howarth, MCIP, RPP
Manager of Planning Services
Development and Property Department
Corporation of the County of Renfrew



Town of Arnprior Staff Report

Subject: Recommendations to address impacts of Bill 23, the *More Homes Built Faster Act, 2022*

Report Number: 23-02-13-03

Report Author and Position Title: Alix Jolicoeur, Manager of Community Services/Planner

Department: Community Services

Meeting Date: February 13, 2023

Recommendations:

That Council receives Staff Report 23-01-23-03, as information regarding Bill 23, the *More Homes Built Faster Act 2022*.

And Further That Council directs staff to

1. Proceed with a Town-initiated official plan amendment to permit additional dwelling units as prescribed in the Act, and to require parkland conveyance for development or redevelopment subject to site plan control or consent.
2. Proceed with a Town-initiated zoning by-law amendment, as part of a housekeeping amendment, to permit additional dwelling units as prescribed in the Act and to provide provisions for these types of units.
3. Prepare the municipal heritage register in a format that is accessible and can be shared publicly in anticipation of the coming into force of changes to the *Ontario Heritage Act*.
4. As part of a review the site plan control by-law, prepare a draft amendment, to include amendments to reflect site plan control is required for any new land lease community homes and is not required for any new residential building with ten units or less, for Council consideration.

5. Review the building by-law and draft an amendment that includes amendments to require grading and drainage plans be submitted in support of a building permit application for multi-unit residential buildings with ten units or less for Council consideration.
6. Draft a parkland conveyance by-law that includes requiring parkland conveyance for development or redevelopment subject to site plan control or consent as permitted under the Planning Act for Council consideration.
7. Provide communications to the public outlining changes to processes as a result of Bill 23, including explaining the changes in the scope of site plan reviews for compatibility, that public meetings are no longer required to be held for subdivision applications, and the reduced appeal rights for minor variances and consent applications.

Background:

Bill 23, the *More Homes Built Faster Act, 2022*, is how the province aims to achieve the provincial government's stated goal of having 1.5 million homes built over the next ten years. The Bill represents a significant shift in land use planning approvals that will impact various stakeholders.

Bill 23 amends eight pieces of legislation including the *Planning Act*, the *Development Charges Act*, the *Ontario Heritage Act*, the *Conservation Authorities Act*, the *Municipal Act*, the *Ontario Land Tribunal Act*, *New Home Construction Licensing Act*, and the *City of Toronto Act* as well as various regulations. Council should be aware that some of the legislation is going to be further implemented through regulations not yet in place. These instances are noted within the discussion below.

Discussion:

Below is a brief description of changes to the various Acts under Bill 23, the potential impact and staff recommendations on how the Town of Arnprior may want to make changes to by-laws, policies or procedures in response to these changes in order to implement this Bill.

1. Schedule 1 – Changes to the *City of Toronto Act, 2006*

Not applicable to the Town of Arnprior

Staff recommendation: No action required.

2. Schedule 2 – Changes to the *Conservation Authorities Act, 1990*

Not applicable to the Town of Arnprior as we are not within a Conservation Authority Area.

Though these changes are not applicable to the Town of Arnprior they may have an indirect impact on Town of Arnprior planning review timelines. The changes to the Conservation Authorities Act limit the scope of reviews that can be performed by Conservation Authorities. Currently, many Conservation Authorities review stormwater management reports, and environmental impact studies among other studies. If these changes come into effect more municipalities may look to the private sector for these reviews, as Arnprior does in some cases. If more municipalities are having private sector contractors complete peer reviews this could have an impact on review timelines for our projects.

This change would need to be implemented by regulation.

Staff recommendation: No action required. Staff will watch for any implementing regulation and monitor for any resulting impacts to review timelines.

3. Schedule 3 – Changes to the *Development Charges Act, 1997*

Changes to the *Development Charges Act* under Bill 23 are considered and incorporated in the Proposed New Development Charges By-law background study (pages 1-8 to 1-11) and proposed by-law.

4. Schedule 4 – Changes to the *Municipal Act, 2001*

Section 99.1 of the *Municipal Act* gives municipalities the authority to require a permit for demolition and/or conversion of residential rental properties to ownership or other uses and to impose conditions as a requirement of getting the permit.

The changes in Bill 23 allow the Minister to make regulations imposing limits and conditions on the authority of municipalities to regulate the demolition and/or conversion of residential rental properties.

Staff recommendation: No action required. The Town of Arnprior does not currently regulate the demolition and/or conversion of residential rental units.

5. Schedule 5 – Changes to the *New Home Construction Licensing Act, 2017*

The Bill 23 amendments are aimed at increasing penalties under this Act.

Staff recommendation: These changes do not affect the Town of Arnprior operations. No action required.

6. Schedule 6 – Changes to the *Ontario Heritage Act, 1990*

The following change to the *Ontario Heritage Act* (OHA) took effect on November 28, 2022.

a) Transitional matters

Section 71 was amended to allow the Lieutenant Governor in Council to make regulations for transitional or issues arising as a result the repeal, amendment, enactment, or re-enactment of any provision by Bill 23.

Staff recommendation: No action required. Staff will watch for regulations providing for transitional matters or to address issues arising from changes by Bill 23.

All other changes to the Ontario Heritage Act (OHA), listed below will only come into effect on a date to be proclaimed by the Lieutenant Governor in Council.

b) Provincially Significant Heritage properties

Changes to Section 25.1 apply to Provincially significant heritage buildings. The changes to section 25.1, when in effect, permit the Minister to review, confirm, or revise a determination or part of a determination on whether a property has provincial cultural heritage value.

Changes also allow the Lieutenant Governor in Council to provide that the Crown in right of Ontario, a ministry, or prescribed public body is not required to comply with some or all of the heritage standards and guidelines in respect of a particular property, if the exemption could potentially advance one of the following provincial priorities: Transit, Housing, Health and Long-Term Care, Other infrastructure, Such other priorities as may be prescribed.

Staff recommendation: No action required as these changes are not in effect and do not affect Town of Arnprior operations.

The Town of Arnprior currently has no provincially significant heritage buildings. An application has been made for consideration of the Arnprior Museum located at 35 Madawaska St. as a provincially significant heritage building. These changes may allow the Minister to review, confirm or revise a determination on this application.

c) Municipal Heritage Registry

Changes under section 27, once in effect, would require municipalities to ensure that the Municipal Heritage Register is available to the public. The Municipal Heritage Register is a list of properties that are designated municipal heritage properties and non-designated heritage properties.

The criteria for adding a non-designated property to the register would be amended once in effect. Previously a property could be added to the register if Council believed the property to be of cultural heritage value or interest and if there was a

description of the property. The amendment, once in effect would require that where criteria for determining whether a property is of cultural heritage value or interest have been prescribed, the property meets the prescribed criteria.

The owner of a property may object to a non-designated property being included in the register if it was added to the register on or after July 1, 2021. The amendment, once in effect would allow objections from property owners on properties that were on a municipal registry before this date. Arnprior has no non-designated properties on the municipal heritage register.

Amendments, once in effect, would require municipalities to make a decision on a non-designated property on the municipal heritage register within 2 years by issuing a notice of intent to designate. If no notice of intent to designate is issued within 2 years of the date the non-designated property was added the registry, or if the municipality does not pass a by-law following a notice of intent to designate within the time set out in the act, the property must be removed from the registry and cannot be re-added to the registry for 5 years.

Staff recommendation: Staff begin to prepare the municipal heritage register in a format that is accessible and that can be shared publicly in anticipation of the coming into force of these changes.

The municipality currently has no non-designated properties on the municipal heritage registry. If non-designated properties are added to the register in future, consideration should be given to the timelines (once in effect) and resources required for making a decision.

d) Designation of Properties by municipalities – limitation on timing

Changes to Section 29 would, once in effect, limit when a municipality could issue a notice of intent to designate a property. A municipality would only be able to issue a notice of intent to designate a property under Part IV of the OHA if the property was already on the municipal heritage registry, and where a complete planning application was received (Official Plan Amendment, Zoning By-law Amendment or draft plan of Subdivision) the municipality could only give notice of intent to designate a property within 90 days of the date the application was deemed complete.

Staff recommendation: No action required. The Town of Arnprior currently has no non-designated properties on the municipal heritage registry.

e) Designation of a Heritage Conservation District

Changes to Section 41 would, once in effect, require that where criteria have been prescribed for determining whether a municipality or an area of a municipality is of

cultural heritage value or interest, the proposed district meet these criteria in order to be considered for designation.

Staff recommendation: No action required. This does not affect existing heritage conservation districts like the one in downtown Arnprior, and no other Heritage Conservation Districts are currently being considered in the Town of Arnprior.

f) Amendment or repeal of a Heritage Conservation District

Changes to Section 41 would, once in effect, would require any amendment or repeal of a heritage conservation district be done in accordance with such process as may be prescribed.

Staff recommendation: No action required. The Town of Arnprior is not currently considering an amendment or repeal of the Heritage Conservation District.

7. Schedule 7 – Changes to the *Ontario Land Tribunal Act, 2021*

All changes to the Ontario Land Tribunal Act (OLT), will only come into effect on a date to be proclaimed.

a) Expanded authority to dismiss proceedings without a hearing

Changes to section 19.1, once in effect, would give the Tribunal more authority to dismiss a proceeding (application or appeal) without a hearing, if in the opinion of the Tribunal the party who submitted the appeal contributed to undue delay of the proceeding, or if in the opinion of the Tribunal a party has failed to comply with an order of the tribunal in the proceeding.

Staff recommendation: No action required. No current pending OLT cases.

b) Expanded authority to order costs

Changes to section 20, once in effect would expand the Tribunal's authority to order a party to pay costs to include the power to order an unsuccessful party to pay a successful party's costs.

Staff recommendation: No action required. No current pending OLT cases. Consideration should be given to the expanded ability of the Tribunal to order costs prior to submitting any future appeals as it could result in significant increased costs to the municipality if the appeal is unsuccessful.

c) Allows for regulations for service standards and prioritizing cases

Changes would, once in effect, allow regulations to be made that set out service standards and priorities for scheduling of cases.

Staff recommendation: No action required. No current pending OLT cases. Staff will monitor for implementing regulations.

8. Schedule 8 – Changes to the *Ontario Underground Infrastructure Notification System Act, 2012*

Changes are to allow for changes in governance structure of the Ontario Underground Infrastructure Notification System and do not affect the operations of the Town of Arnprior.

Staff Recommendation: No action required.

9. Schedule 9 – Changes to the *Planning Act, 1990*

- a) Conservation Authorities are no longer a ‘person or public body’ for the purposes of a variety of sections of the Act. Takes effect January 1, 2023.

Staff recommendation: No action required. The Town of Arnprior is not located with a Conservation Authority.

- b) Upper Tier municipalities without Planning responsibilities

Definitions of “upper-tier municipality without planning responsibilities” and “upper-tier municipality with planning responsibilities” were added and took effect November 28, 2022. The definition identifies seven upper-tier municipalities that would, once other provisions are in effect, no longer have planning responsibilities such as subdivision approval. The County of Renfrew is not identified as one of these upper-tier municipalities.

A limitation was added section 1(4.3) that identifies sections of the Act where “upper-tier municipalities without planning responsibilities” will no longer be considered a ‘person or public body’ for the purposes of those sections. This takes effect on a date to be proclaimed.

Section 1(6) was added which allows the Lieutenant Governor in Council to, by regulation, add upper-tier municipalities to the list of “upper-tier municipalities without planning responsibilities.”

Various changes throughout the Act change the responsibilities of “Upper-tier municipalities without planning responsibilities” including 8(1) and (2), 15(1) and (2),

16(15) and (16), 17(2), (4), (13), and (14), 34(19.6), 41(9) and (9.1), 50(1), 51(1), 51(11), 54(2), and 70.1(1).

Staff recommendation: No action required. Since Renfrew County is not one of the upper-tier municipalities currently identified as an ‘upper-tier municipality without planning responsibilities’ these changes will have no effect on operations. Staff will watch for any regulations that could have the effect of making Renfrew County an “upper-tier municipalities without planning responsibilities.”

c) Additional Residential Units

Section 16(3) and 35(1) were repealed and replaced. Section 16(3) previously required official plans to contain policies that authorized additional residential units including the use of two residential units in a detached, semi-detached or townhouse dwelling and one additional unit in an accessory building such as a coach house.

The new provision, took effect November 28, 2022, and do not allow any official plan to contain policies that do not permit the following on parcels of urban residential land:

- 2 residential units in a detached, semi-detached or townhouse dwelling, and 1 additional unit in an accessory building;
- 3 residential units in a detached, semi-detached or townhouse dwelling where there are no dwelling units in an accessory building

A definition of a parcel of urban residential land was added and is defined as:

“a parcel of land that is within an area of settlement on which residential use, other than ancillary residential use, is permitted by by-law and that is served by,

(a) sewage works within the meaning of the Ontario Water Resources Act that are owned by,

(i) a municipality,

(ii) a municipal service board established under the Municipal Act, 2001,

(iii) a city board established under the City of Toronto Act, 2006,

(iv) a corporation established under sections 9, 10 and 11 of the Municipal Act, 2001 in accordance with section 203 of that Act, or

(v) a corporation established under sections 7 and 8 of the City of Toronto Act, 2006 in accordance with sections 148 and 154 of that Act, and

(b) a municipal drinking water system within the meaning of the Safe Drinking Water Act, 2002;”

A maximum of one parking space can be required per additional dwelling unit (“No official plan may contain any policy that has the effect of requiring more than one parking space to be provided and maintained in connection with a residential unit referred to in subsection (3).”)

No official plan may contain policies which require a minimum unit size for any of these units.

Any current official plan policy that contravenes these changes is of no effect.

Section 35(1) was repealed and replaced to reflect these changes in requirements for Zoning By-laws.

Various sections were amended and updated to reflect that there can be no appeal of Official Plan policies or zoning by-laws to permit additional dwellings units as described in 16(3) and 35(1). This is not new; however, sections have been revised to include the additional unit types and configurations.

Staff recommendation: Staff recommend an Official Plan amendment and accompanying Zoning By-law amendment (as part of a housekeeping amendment) to permit the units as prescribed in the Act and to provide provisions for these types of units, including requiring one additional parking space per dwelling unit and setbacks to lot lines for additional dwelling units in an accessory building.

d) Updating zoning by-laws

Section 16 (20) and (21) were added and took effect November 28, 2022. Within 1 year of passing an official plan or official plan amendment to include required policies under the Act, municipalities must amend all zoning by-laws in a municipality to conform to the official plan policies.

Staff recommendation: Staff recommends that while an official plan amendment is being prepared to implement required changes to the Act, an accompanying zoning by-law amendment draft be started, to be considered and approved after passing of the official plan amendment. This will reduce delay of implementation.

e) Removal of 2-year period where no request for amendment to an official plan or secondary plan could be submitted.

Bill 23 immediately repealed section 22(2.1) which prohibited any official plan amendment requests within 2 years of the passing of a new comprehensive official plan or new secondary plan.

Staff recommendation: No action required. The Town of Arnprior Official Plan is more than 2 years old (2017) and was already open to amendment and we have no secondary plans.

f) Matters of Provincial Interest Affected by an Official Plan

Section 23 will be repealed and replaced on a date to be proclaimed. Currently where the Minister is of the opinion that a new or amended official plan is likely to adversely affect a matter of provincial interest, the minister must advise the municipality of the issue and invite the Council to submit proposals for resolving the issue before any order can be issued.

Changes will, once in effect, no longer require the Minister to advise the municipality or invite them to submit proposal before amending an official plan, by order, if the Minister is of the opinion that the official plan is likely to adversely affect a matter of provincial interest.

Staff recommendation: No action required.

- g) Removal of 2-year period where no request for amendment or minor variance to a new comprehensive zoning by-law may be submitted

Bill 23 immediately repealed section 34(10.0.0.1) and (10.0.0.2.) and 45(1.2) to (1.4) which prohibited any zoning by-law amendment or minor variance requests within 2 years of the passing of a new comprehensive zoning by-law, unless Council had declared by resolution that such application was permitted.

Staff recommendation: No action required. The Town of Arnprior Zoning By-law is more than 2 years old (2018) and was already open to amendment.

- h) Community benefits charges

Sections 37(7.1) and (7.2) were added to allow municipalities to require an agreement be in place for provision of facilities, services or matters to be provided as in-kind contributions under a community benefits charges by-law.

Section 37(32) was repealed and replaced and changes how the maximum amount of a community benefits charge is calculated and adds discounts for affordable or attainable housing units.

Staff recommendation: No action required. The Town of Arnprior does not have a community benefits charges by-law.

- i) Development subject to site plan control

Section 41(1.1) and (1.2) were added to exclude construction of a residential building with ten units or less from the definition of development for the purposes of site plan control. This means that municipalities can no longer require site plan control for any proposed residential building with ten units or less.

Section 41(1.2) added that land lease community homes were included in the definition of development, meaning these are now subject to site plan control. Land lease community home refers to any dwelling that is a permanent structure where the owner of the dwelling leases the land used or intended for use as the site for the dwelling, but does not include a mobile home.

These changes took effect November 28, 2022.

Though site plan control can no longer be required for new residential buildings with ten units or less, these buildings still require a building permit and are subject to all applicable law under the Ontario Building Code. Staff will still review these projects for compliance with the zoning by-law prior to building permit review.

Where an official plan amendment or zoning by-law amendment is required, the Town of Arnprior Official Plan identifies the plans and studies that can be required for an application to be considered complete. This list already includes a servicing study, and stormwater management report including grading and drainage plans among a variety of other studies. This ensures that where a proposed multi-unit residential development of ten units or less requires an amendment to the official plan or zoning by-law the servicing and stormwater management can still be reviewed prior to planning approval to ensure no negative impact to neighboring properties or municipal infrastructure.

Where no zoning or official plan amendment is required, the Town of Arnprior Building By-law (By-law 6694-17) requires grading plans for infill development of detached dwellings. Given that review of grading and drainage for multi-unit residential buildings was generally done as part of site plan control, the building by-law does not require grading and drainage plans for multi-unit residential buildings of ten units or less. Servicing information is required under the building by-law for multi-unit residential developments of ten units or less.

Staff recommendation: Staff recommend that the site plan control by-law be reviewed and that staff draft an amendment that would include that site plan control is required for any new land lease community homes and is not required for any new residential building with ten units or less.

Staff additionally recommend that as part of the building by-law review an amendment to require grading and drainage plans for multi-unit residential buildings of ten units or less be incorporated.

- j) Limits on the scope of Site Plan Control review

Section 41(4) of the Planning Act identifies what can be reviewed as part of site plan control approval. Changes to this section, which took effect November 28, 2022, limit review of building construction to environmental standards, and limit exterior building design review to consideration of exterior access to a building that will contain affordable housing units.

Changes also limit the review of the appearance of the elements, facilities and works on the land or road, except to the extent that the appearance impacts matters of health, safety, accessibility, sustainable design or the protection of adjoining lands. This means that when reviewing a site plan if, for example, benches, light fixtures, curbing, etc. are highly incompatible with the character of the area the municipality can only comment on the appearance of these elements if it is a matter of health, safety, accessibility, sustainable design or to protect neighboring properties. This will remove some of the municipality's ability to ensure development approved through site plan control approval is compatible with the character of the area.

Where development is potentially eligible for the Community Improvement Program staff can encourage more compatible site elements to meet CIP criteria and potentially access grant funding.

Development within the Heritage Conservation District (HCD) will still require a heritage permit and will be subject to the policies of the Heritage Conservation District Plan which would support compatibility with the character of the HCD.

Staff will continue to work with developers to try to achieve compatible development through voluntary cooperation. Many developers may be willing to work with the municipality on a voluntary basis to achieve compatible development.

Staff recommendation: That communications be prepared explaining this change and the limitations it imposes on the municipality to residents so that if incompatible development occurs residents can understand the limitations of the municipality in reviewing these applications.

k) Parkland conveyance changes

Section 42 and section 50.1 of the Planning Act sets out when and at what rate municipalities can require parkland or cash-in-lieu of parkland be required to be transferred to the municipality as a condition of development, redevelopment or subdivision approval.

Changes to these sections, to come into effect on a date to be proclaimed, reduce the amount of parkland conveyance required for developments containing affordable or attainable residential units based the ratio of affordable or attainable units in the development.

Changes to this section, that came into effect November 28, 2022, exempt all additional residential units discussed in 9. c) of the report from parkland conveyance requirements. This impacts the parkland or cash-in-lieu of parkland amount to be conveyed only where a municipality is applying the alternative parkland conveyance rate based on the number of units. The Town of Arnprior does not use the alternative parkland rates, we use the standard rates of 2% of the lot area for commercial or industrial developments and 5% of the lot area for all other developments.

Subdivisions proposed for non-profit housing development are exempt from parkland conveyance due to the addition of section 51.1(1.2), which came into effect November 28, 2022.

Section 42(2.1) through (2.5) were added and came into effect November 28, 2022. These sections specify when the amount of land or cash-in-lieu of parkland is to be determined. For developments subject to site plan control the conveyance amount is to be determined the date of the site plan application. Where there is no site plan application, and the development is subject to a zoning by-law amendment it is to be calculated the day the zoning by-law amendment application was received. For all other development or redevelopment, the conveyance is to be determined on the day the first building permit for the project is issued. If no building permits are issued within two years of the site plan application or zoning by-law amendment above the conveyance will be re-determined the date the first building permit is issued.

The alternative rate for parkland conveyance was reduced from 1 hectare per 300 dwelling units to 1 hectare for 600 dwelling and now applies only to the net increase in residential units (excluding new affordable or attainable units from the net increase), effective November 28, 2022. The cash-in-lieu of parkland alternative rate was amended from the value of 1 hectare per 500 dwelling units to 1 hectare per 1000 dwelling units. The Town of Arnprior does not use the alternative parkland rate.

Section 42(4.32) through (4.39) were added and will come into effect on a date to be proclaimed. Once in effect the owner of land subject to development or redevelopment can at any time before a building permit is issued identify the land to be conveyed to the municipality for parkland conveyance which can include land subject to an easement or other restriction, encumbered by below grade infrastructure or an interest in the land other than fee simple ownership (if the interest is sufficient to allow a park to be developed).

Once in effect, if the municipality does not choose to accept the land identified by the owner for conveyance the municipality must give the owner notice of the refusal to accept the lands and the owner has 20 days to appeal the refusal to the Ontario Land Tribunal (OLT). The Tribunal would consider whether the land identified meets the prescribed criteria and, if it does, the Tribunal shall order that the land be

conveyed and count towards any parkland conveyance requirement. These changes, once in effect, could reduce a municipalities ability to identify and require conveyance of parkland which meets parkland development needs.

Section 42(16.1) was added, and came into effect November 28, 2022, which requires 60% of all monies collected in the cash-in-lieu of parkland account be allocated or spent at the beginning of the year. This would mean that as part of the budget process 60% of any monies in the cash-in-lieu of parkland account would need to be allocated towards a specific long-term project or spent that year.

Section 53(12.1) was repealed and replaced, effective November 28, 2022, and clarifies that in the case of a consent application, municipalities can require parkland conveyance or cash-in-lieu of parkland conveyance only for the lot to be created not the retained lot. The Town of Amprior does not currently require parkland conveyance as a condition of consent approval.

Staff recommendation:

Staff recommend an Official Plan Amendment and an amendment to require parkland conveyance for development or redevelopment subject to site plan control or consent.

Staff additionally recommend that a parkland conveyance bylaw be developed to include and implement these changes. Currently parkland conveyance or cash-in-lieu of parkland is only required for subdivision developments, however, as per the Planning Act parkland conveyance can also be required where projects are subject to site plan control approval and/or consent approval.

The additional parkland would be to meet parkland needs, and cash-in-lieu of parkland could be used to acquire additional or more suitable parkland, if needed, or may be used to cover additional expenses for preparing lands for parkland development where lands are not as suitable for parkland development, for example where slope stability may be required prior to parkland development or where the parkland conveyed adjoins an incompatible use and opaque fencing may be required.

I) Minor Variance and Consent appeal rights reduced

Section 45 and 53 were amended to reduce the persons and public bodies that can appeal a minor variance decision, consent decision, or changes to the conditions of a consent approval. This change took effect November 28, 2022. Prior to the change the applicant, the Minister or any other person of public body who has an interest in the matter could appeal a minor variance decision, consent decision or a change in the conditions of a consent approval. These decisions can now be appealed only by the applicant, the Minister or a specified person or public body.

“specified person” means,

- (a) a corporation operating an electric utility
- (b) Ontario Power Generation Inc.,
- (c) Hydro One Inc.,
- (d) a company operating a natural gas utility
- (e) a company operating an oil or natural gas pipeline
- (f) a person required to prepare a risk and safety management plan in respect of Propane Storage and Handling operation made under if any part of the distance established as the hazard distance applicable to the operation is within the area to which the relevant planning matter would apply,
- (g) a company operating a railway line any part of which is located within 300 meters of any part of the area to which the relevant planning matter would apply, or
- (h) a company operating as a telecommunication infrastructure provider

“public body” means a municipality, a local board, a ministry, department, board, commission, agency or official of a provincial or federal government or a First Nation.

This means that residents can no longer appeal the decision of a minor variance or consent application unless they are the applicant. This applies to all minor variance and consent appeals even where the application was submitted prior to coming into effect of these changes.

Staff recommendation: Staff recommend that communications be prepared to advise residents of this change and explain that this was a provincial change not a change in municipal policy.

m) Permitting conveyance of land in a land lease community

The Planning Act Section 50(3) indicates when land can be transferred or sold, and includes how land can be divided for sale or lease, this includes, existing lots or record, creation of lots by subdivision, creation of lots by consent, a lease lasting more than 21 years by consent, etc.

An amendment to this section allows lease of lands in a land lease community home where the lease is between 21 and 49 years, and where such development is subject to site plan control.

Staff recommendation: No action required.

n) Subdivision approval – public meetings no longer required

Section 51 was amended and no longer requires public meetings or notice of a public meeting prior to a decision on draft plan approval of a subdivision, effective November 28, 2022.

Staff recommendation: The Planning Act does not provide any provision for the transition to no longer requiring public meetings prior to a decision on a subdivision draft plan. In discussion with County of Renfrew Planning, staff recommend that public meetings be held for any subdivision draft plan approval applications submitted (not yet draft approved) before this change came into effect as residents may have received notices or information from staff that a public meeting would be held.

New subdivision application submitted after November 28, 2022, would not require a public meeting under the Planning Act.

o) Regulations regarding Transitional Matters

Sections 71.12 was added, to be in effect on a date to be proclaimed, which give the Minister the authority to make regulations on transitional matters with respect to matters or proceedings started before the effective date of the changes.

Sections 71.12 was added, to be in effect on a date to be proclaimed, which provides details on the transition where upper-tier municipalities are losing planning Authority.

Staff recommendation: No action required at this time. Staff will watch for implementing regulations that could affect the Town of Arnprior.

10. Schedule 10 – Enactment of the *Supporting Growth and Housing in York and Durham Regions Act, 2022*

Not applicable to the Town of Arnprior.

Staff recommendation: No action required.

Options:

1. That Council receives this Staff Report, as information regarding Bill 23, the More Homes Built Faster Act 2022 and directs staff to proceed with the recommendations.
2. That Council receives this Staff Report, as information regarding Bill 23, the More Homes Built Faster Act 2022 and directs staff not to proceed as recommended.
3. That Council receives this Staff Report, as information regarding Bill 23, the More Homes Built Faster Act 2022 and directs staff to proceed with some but not all of the staff recommendations.

4. That Council receives this Staff Report, as information regarding Bill 23, the More Homes Built Faster Act 2022 and directs staff to undertake alternative actions.

In order to remain compliant with Provincial legislation due to the changes proposed to various Acts under Bill 23, staff encourage Council to provide direction to proceed with the recommendations.

Policy Considerations:

Bill 23, the *More Homes Built Faster Act 2022*

Financial Considerations:

Exemptions to parkland conveyance or cash-in-lieu of parkland conveyance could result in a loss of new parkland conveyance or a reduction in cash-in-lieu of parkland conveyance. Additionally, as parkland for conveyance can now include encumbered or land otherwise less suitable for parkland development there may be a resulting need for additional purchases or parkland to meet parkland needs or additional costs for rendering conveyed land suitable for a planned park. The proposed amendment to parkland conveyance through the Official Plan and parkland conveyance by-law would allow the Town of Arnprior to reduce the potential impacts of these changes to the budget.

Additional dwelling units required to be permitted under the Planning Act are exempt from development charges under the Development Charges Act. The potential impact of this and further financial impacts from changes to the Development Charges Act is explored in more detail in the Proposed New Development Charges By-law background study and proposed by-law. It should be noted that some impacts cannot be determined until regulations have been issued, while others cannot be determined until development occurs (ie. 80% phase-in of building permit DC's).

Town-initiated amendments to the Official Plan or Zoning by-law, as well as review of other by-laws, will take a certain amount of time and require notification to the public. Costs associated with these processes are covered within the current operating budget.

Meeting Dates:

1. The dates for public meetings regarding draft amendments to the Official Plan and by-laws proposed are to be determined.

Consultation:

- Robin Paquette, CAO
- Jacques Benoit, Chief Building Official
- County of Renfrew Planning

Documents:

1. N/A

Signatures

Reviewed by Department Head: Alix Jolicoeur, Manager of Community Services/Planner

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: Procedure By-law Review

Report Number: 23-02-13-04

Report Author and Position Title: Maureen Spratt, Town Clerk

Department: Client Services

Meeting Date: February 13, 2023

Recommendations:

That Council passes a new procedure by-law at the February 27, 2023 meeting of Council.

Background:

Section 238 of the *Municipal Act, 2001* stipulates that every municipality and local board is required to pass a procedure by-law governing the calling, place, and proceedings of meetings. The content of the procedure by-law is generally up to the council or local board.

The Procedural Bylaw provides for standards including, but not limited to: agendas and minutes, resolutions and voting, quorum, and under what rules meetings are closed to the public as required under the Act.

Currently, By-law Number 6922-19, as amended was adopted by Council to establish the rules of order for Council and Committee meetings. The rules ensure a fair and consistent approach for the consideration of Town business.

Discussion:

The municipality ensures that it is open and accountable to its stakeholders by implementing processes outlining how, when, and under what rules meetings will take place.

Staff regularly reviews and brings forward amendments to the procedure by-law to accurately reflect the current procedural requirements of the Municipal Act, and the wishes of Council. The current procedure by-law, 6922-19 was reviewed and updated in 2019, along with a number of amendments between 2019 and 2022 to reflect updated legislation including electronic participation and hybrid meetings.

The attached draft by-law has been updated to reflect minor grammatical, typographical, and gender inclusive language throughout the by-law, as well as the following:

Section 1. Definitions

- Amendment to “**Act**” for consistency with the definition of “Municipal Act”.
- Addition of “**Committee**” definition.
- Deletion of **Conflict of Interest** and addition of **Declaration of Interest** to better reflect Council’s obligation under the Municipal Conflict of Interest Act.
- Addition of Director of Recreation to “**Department Head**” definition.
- Deletion of references to specific advisory committees in **Member of Committee** and **Member of Council at a Committee Meeting**.

Section 3 – Appointment of Members

- 3.3 Substitute Deputy Mayor - addition of the word “Acting” to Deputy Mayor to recognize if the Deputy Mayor is absent the next successive Councillor on the Deputy Mayor rotation list will act in their stead.
- 3.6 Council Appointments to Advisory Committees – deletion of the words “Advisory and other” as it is unknown what type of committee structure will be implemented.
- 3.7 Public Appointments to Advisory Committees – deletion of the word “Advisory”

Section 4. Meetings

- 4.1 Inaugural Meeting of Council - amended wording to reflect wording in the Municipal Act
- 4.3 Annual Meeting Schedule - deletion of the reference “to 10 days”, and updated to reflect additional methods of notice and Public Notice Policy.
- 4.7 Advisory Committees – deletion of references to Advisory Committees and addition of reference to Town’s Public Notice Policy.

Section 5. General Rules of Meetings

- 5.2.3. Addition of Presentations in a meeting to be permitted by electronic participation.
- 5.4 Leaves of Absence – delete the word consecutive and replace with successive as reflected in the Act.
- 5.9 Quorum – addition of wording should quorum be lost during the meeting and how notice of any rescheduled meeting is to be provided.

Section 6. Notice of Meetings

- 6.1 Addition of words “or their designate” and deletion of words “hand delivery or”.
- Addition of 6.2 - a new 6.2 Notice to Public to reflect current practice.
- 6.3 Deletion of words “printed copies of the agenda items will be made for the press” as this is not the current practice

Section 7. Order of Business – Agenda

- 7.1 Content of Agenda & Order of Items – Council Meetings the order of items on the agenda has been amended by the following:
 - Notice of Motion has been moved to follow Matters Tabled / Deferred / Unfinished Business
 - A new section Council and Committee Reports and Minutes now includes:
 - Mayors Report
 - County Councillors’ Report
 - Council and Committee Reports and Minutes
- 7.14 A new section Council and Committee Reports and Minutes now includes:
 - Mayors Report – addition to provide the Mayor an opportunity to report on meetings with stakeholders and representation at official functions
 - County Councillors’ Report - no changes
 - Committee Reports and Minutes Committee Chairs – addition of new wording to allow Members of Council an opportunity to report on the status of issues being discussed on committees to which they have been appointed. The intent is for more regular reporting not where requested as previously referenced.
- 7.15.2. Correspondence Action Items – additional wording to reflect that the staff recommendations will be included as resolutions on the council agenda
- 7.17 Addition of the words “and staff”

Staff has reviewed the procedure by-law in its entirety, however, there may be a need to revisit the by-law throughout the 2022-2026 term, as Council may wish to direct staff to amend the by-law for any additional procedural matters in support of good governance and legislatively sound proceedings at Council and committee meetings.

Options:

1. Not approve the draft by-law at the February 27th meeting of Council.

Policy Considerations:

Municipal Act, 2001, S.O. 2001, c.25
Municipal Conflict of Interest Act, R.S.O. 1990, c M.50
Procedure By-law 6922-19, as amended

Financial Considerations:

N/A

Meeting Dates:

N/A

Consultation:

N/A

Documents:

1. Draft By-law

Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

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Section 1. Definitions

In this by-law:

“**Act**” means the **Ontario Municipal Act, 2001, S.O. 2001, c. 25, as amended.** ~~the Municipal Act, c.25 as amended from time to time.~~

“**Ad Hoc Committee**” means a special purpose committee of limited duration and scope, created by Council to inquire and report on a particular matter or concern, and which dissolves automatically upon submitting its final report unless otherwise directed by Council.

“**Advisory Committee**” means a Committee of Council comprised of one or more Members of Council and/or members of the public appointed by Council for a specific purpose or mandate.

“**Agenda**” means the order in which business is conducted at a meeting.

“**Awards**” means ceremonial presentations or other forms of official recognition to or from the Town of Arnprior or other public entities.

“**Board**” means a local board as defined in the Municipal Act, 2001, as amended

“**Bulk Agenda**” means the portion of the agenda containing more than one agenda item that may be approved by Council or Committee without debate, such as Bulk By-laws being approved by one motion.

“**By-law**” means an enactment, in a form approved by Council, passed for the purpose of giving effect to decisions or proceeds of Council

“**Chair**” means the Member responsible for presiding at the meeting and may be referred to herein as the Presiding Officer.

“**Chief Administrative Officer**” means the individual appointed as Chief Administrative Officer of the Town of Arnprior pursuant to Section 229 of the *Municipal Act* and may be referred to as the C.A.O. herein.

“**Clerk**” means the individual appointed as the Clerk of the Town of Arnprior pursuant to Section 228 of the *Municipal Act*; or in the absence of the Clerk, the Deputy Clerk, of the Town of Arnprior pursuant to Section 228 (2) of the *Municipal Act*.

“**Closed Session Meeting**” means that part of a meeting that is closed to the public in accordance with Section 239 of the *Municipal Act*, other than those persons specifically

invited to remain and may also be referred to as “In Camera.”

“Communication device” means and includes cellular phones, smart phones, pagers, computers with a link to the Internet, similar piece of technological equipment used for communication or recording purposes, except for duly authorized cable television broadcasts and recording equipment utilized by the Clerk’s Office for the purposes of producing minutes.

“Committee” means a committee of Council established by Council.

“Confirmatory By-law” means a by-law passed at the conclusion of Council meetings, confirming the actions of Council taken at that meeting and any previous meetings which did not have a confirmatory by-law, in respect of each resolution and other actions taken, so that every decision of Council at that meeting shall have the same force and effect as if each and every one of them had been the subject-matter of a separately enacted by-law.

~~**“Conflict of Interest”** means a conflict of interest of a Member as set out in the Municipal Conflict of Interest Act, R.S.O., c. M.50 and any other Applicable Law.~~

“Council” means the Council of the Corporation of the Town of Arnprior comprised of duly elected officials.

“Declaration of Interest” means a declaration of pecuniary interest pursuant to the *Municipal Conflict of Interest Act, R.S.O. c. M.50.*

“Delegation” means an oral address by and at the request of a member of the public which may be supported by written material and is included on the agenda.

“Department Head” means either of the General Manager, Client Services/Treasurer, General Manager, Operations, **Director of Recreation** or the Fire Chief.

“Deputy Clerk” means a person(s) appointed as the Deputy Clerk within the meaning of the *Municipal Act*.

“Deputy Mayor” means the member of Council appointed in accordance with Section 3.1, 3.2, and 3.3 of this by-law, to serve as the Deputy Mayor for a specific time.

“Ex-Officio Member” means a member by virtue of their office and would not otherwise be a member. They have all the rights of a member unless otherwise stated.

“Hybrid Meeting” means a meeting that is held both In-person and through electronic participation, where members may choose to attend through either method.

“Inaugural Meeting” means the first meeting of a new Council after a municipal election where the declarations of office are made.

“Majority Vote” means an affirmative vote by the majority of the Members, who are both present at a Meeting and are qualified to vote.

“Mayor” means the head of Council as set out in the *Municipal Act*.

“Meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where,

(a) a quorum of members is present, and

(b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

“Member of Committee” means a Citizen Member of the public who has gone through a selection process, and has been appointed by Council to act ~~in an advisory capacity~~ with regards to specific areas of the organization. ~~(i.e. Client Services, Operations, Community Development, Accessibility)~~

“Member of Council” means a Member of Council; elected or appointed, in accordance with the *Municipal Elections Act, 1996, S.O. 1996, c. 32*.

- **“At a Council Meeting”** means a Member of Council who acts in a legislative capacity or as a legislative body, each having one equal vote.
- **“At a Committee Meeting”** means a Member of Council appointed to a specific Advisory Committee, ~~and who acts in an advisory capacity.~~

“Municipal Act” means the Ontario *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

“Notice of Motion” means a written notice including the name of the mover, advising Council or Committee that the motion described will be brought forward for debate at the subsequent Council meeting.

“Motion” means an item placed before the Council or Committee, which has been properly moved and seconded by Members, that Council resolve and effect a decision and includes a Committee recommendation contained in a Committee report.

“Pecuniary Interest” means relating to or connected with money, pursuant to the relevant Conflict of Interest Legislation.

“Presentations” are organized by the C.A.O. or Clerk based on recommendations from Department Heads to present information to Council.

“Presiding Officer” means the Mayor, or in the absence of the Mayor, the Deputy Mayor, at a regular or special meeting of Council, or the Member of Council appointed as the Chair of a Committee or, in the absence of either, another Member of Council appointed in accordance with the provisions of this by-law. The Presiding Officer may also be referred to as the Chair.

“Quorum” means the majority of the total number of the Voting Members of the Council or Committee, or as may be specifically set out in Council approved Terms of Reference for a Committee. The Ex-Officio Member does not affect quorum.

“Recorded Vote” means a written record of the name and vote of every Member on any motion or question at any Member’s request that the vote be recorded.

“Resolution” means the decision on any motion passed, Committee recommendation or staff reports adopted in a meeting of Council.

“Rules of Order” means the rules to regulate debate and the conduct of Members of Council, staff and public during an actual meeting of the Council or Committee.

“Special Meeting” means a meeting of Council that is arranged outside of the normal meeting schedule to deal with only specific item(s) of business in accordance with this by-law.

“Striking Committee” means a committee of all members of Council responsible for recommending appointments to Agencies, Boards, Advisory Committees and Commissions.

“Town” means the Corporation of the Town of Arnprior, which may be referred to also as the municipality.

Section 2. Rules & Regulations

- a) In all the proceedings at or taken in Council, the rules and regulations set out in this by-law shall be observed and shall be the rules and regulations for the order and dispatch of business in the Council and in the Committees thereof.
- b) No rule or regulation of the Council shall be suspended except on motion carried by a vote of two-thirds of the Members present.
- c) Amendments to the rules and regulations set out in this by-law shall only be made on a motion carried by a vote of two-thirds of the Members present.
- d) The requirement for a vote of two-thirds of the Members shall not apply to the vote with respect to motions pertaining to this implementing by-law.

Section 3. Appointment of Members

3.1 Deputy Mayor

- a) The Deputy Mayor shall act in the place and stead of the Mayor when the Mayor is absent from the Municipality, or absent through illness or the office is vacant. While so acting, such member has and may exercise all the rights, powers and authority of the Mayor with respect to the role of presiding at the meeting.
- b) At the beginning of the term of a newly-elected Council and as necessary thereafter, the process set out in section 3.2 below shall be followed for Deputy Mayor Appointments and the Clerk shall prepare and distribute the Deputy Mayor Rotation List for Council’s information.

3.2 Term of Deputy Mayor

The term of appointment shall be on an eight (8) month rotational basis. The Deputy Mayor rotation shall be listed pursuant to the same criteria as set out in Section 5.4 Seating Arrangements.

3.3 Substitute Deputy Mayor

If during the term of appointment, the Deputy Mayor appointed for that term is absent from the municipality or absent through illness, the next successive Councillor listed on the Deputy Mayor Rotation List shall be the **Acting** Deputy Mayor.

3.4 Member of Upper-Tier Council – County Councillor

The County Councillor shall be Council's representative on County Council and shall represent the Town in County Council business. The County Councillor shall report any relevant information stemming from County Council business at Council and in a timely manner to Town Council.

3.5 Appointment of Alternate Member to Upper Tier Council

- a) Council may appoint one of its Members as an Alternate Member of the Upper Tier Council to act in place of the member of upper-tier council appointed for that term when they are unable to attend a meeting of the upper tier council for any reasons, subject to the following limitations:
 - i. No more than one Alternate Member may be appointed during the term of Council;
 - ii. Notwithstanding Section 3.5 a) i). if the seat of the appointed Alternate Member becomes vacant, Council may appoint another of its members as an Alternate Member for the remainder of the term of Council;
 - iii. Council may not appoint an alternate for the Alternate Member; and
 - iv. When acting in their capacity as an Alternate Member on the Upper Tier Council, the Alternate Member shall adhere to all policies, procedures, practices, and codes of conduct established by the Upper Tier Council.
- b) At the first regular meeting of a new term of council, the Mayor shall be appointed as the alternate member of upper-tier council in accordance with Section 268 of the Municipal Act.

3.6 Council Appointments to Advisory Committees

Council shall normally appoint Councillors to ~~Advisory and other~~ Committees as necessary.

3.7 Public Appointments to Advisory Committees

Council shall normally appoint members of the public to Committees as necessary, following recommendations made by the Striking Committee (see Section 4.6), to commence from the time of appointment and continue as determined by the mandate of the Committee.

Section 4. Meetings

4.1 Inaugural Meeting of Council

- a) The Inaugural Meeting of Council for each term shall be held in at time and place to be fixed by the Clerk, not later than 31 days after its term commences. ~~6:30 p.m. on or before the first Tuesday of December of every election year and normally on the First Monday.~~
- b) The Head of Council's Inaugural Address shall take place at the Inaugural meeting of Council.
- c) Every Member of Council shall make and subscribe a "Declaration of Office" and an "Oath of Allegiance" at the Inaugural meeting of Council, or if absent, in the office of the Clerk or at the next subsequent meeting of Council, as well as sign as having read and understood the Council Code of Conduct, before assuming any duties of office.

4.2 Regular Meetings of Council

- a) The next and each succeeding regular meeting of Council shall be held on the second and fourth Monday of every month at 6:30 p.m. except in the months of July, August, and December, where there will only be one meeting as set out in the Annual Meeting Schedule.
- b) In the event that the day for a regular meeting of Council occurs on a public or civic holiday, Council shall meet at the same hour on the following Tuesday, unless the Council, by resolution passed at a regular meeting, directs otherwise.

4.3 Annual Meeting Schedule

In December of each year, the Clerk provides Council with a report setting out the exceptions to the regular Council meeting schedule for the upcoming year. ~~Notice will be placed on the Town's Website 10 days prior to bringing the report forward to Council.~~ Notice will be placed on the municipal website and other mediums as outlined in the Town's Public Notice Policy.

4.4 Special Meetings

- a) The Mayor, may, at any time, call a special meeting of Council upon giving a minimum of 24 hours' notice.

- b) The Clerk must summon a special meeting of Council when a majority of councillors present a written petition asking for a special meeting for a specific purpose. The meeting must be called for that purpose and at the time noted in the petition but the Clerk must give at least 24 hours' notice of the meeting to all members of Council. All councillors listed on the petition must be present at the special meeting.

4.5 Emergency Meeting

If a matter arises that, in the opinion of the C.A.O. is considered to be of an urgent, time sensitive or emergency nature, or that could affect the health or well-being of the constituents of the Town of Arnprior, or if a state of emergency is declared, or if so directed by a provincial ministry, the notice requirements of this by-law may be reduced and the C.A.O. shall provide as much notice as is reasonable under the circumstances.

4.6 Striking Committee

- a) The Striking Committee shall be comprised of all Members of Council. Normally, in January following the Inaugural Meeting of Council, or when vacancies warrant, the Striking Committee shall convene at a date and time arranged by the Clerk.
- b) The duties of the Striking Committee, which shall be chaired by the Mayor, are to:
 - i. fill all vacancies which may arise during the course of the year on local boards, Committees and commissions, for the term of Council;
 - ii. determine who shall Chair each of the Committees, for the term of Council;
 - iii. report the Striking Committee's recommendations at the first regular meeting of Council which follows the Striking Committee meeting.

4.7 Advisory Committees

- a) When Council solicits members of the public to participate on a **committee** ~~special purpose Advisory Committee~~, the Clerk will place an advertisement in a local newspaper or on the Town's website inviting members of the public to apply to be a member of the committee **in accordance with the Town's Public Notice Policy**.
- b) Any Member of Council may attend meetings of a ~~special purpose Advisory Committee~~ but may not vote if not appointed to the committee as a member.
- c) Council Members appointed to ~~Advisory Committees~~ are there to act ~~in an advisory capacity~~, like the Citizen Members appointed, as all final decisions are made by Council as a whole at a Council Meeting.

4.8 Closed Meetings

Pursuant to Section 239 of the *Municipal Act*, all meetings must be open to the public, except that a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual including municipal or local board employees;

- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee contract negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which Council, board or a committee has authorized a meeting to be closed under any Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

4.9 Closed Meetings – Other Criteria

A meeting or part of a meeting shall be closed to the public if the subject matter being considered is:

- a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
- b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of the *Municipal Act*, or the investigator referred to in subsection 239.2 (1).

4.10 Closed Meetings for Educational or Training Session Purposes

Pursuant to Section 239 of the *Municipal Act*, a meeting of a Council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- a) the meeting is held for the purpose of educating or training the members, and
- b) at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board, or Committee.

4.11 Closed Meetings Attendees

- a) Where a meeting or part of a meeting is closed to the public, all persons not specifically invited by Council or the C.A.O. to remain shall retire from the meeting.
- b) All members of Council may attend any Closed Meeting, or part of a meeting which is closed to the public. If a Council member has declared a pecuniary interest in a matter, they are not permitted to attend the meeting when such matter is being discussed.
- c) The Chief Administrative Officer and the Clerk shall attend all closed meetings and at the discretion of the C.A.O., other members of staff or special invitees or advisors may be invited to attend where such is deemed appropriate by the C.A.O.

4.12 Closed Meetings Reports & Documentation

- a) The Clerk's Office distributes confidential reports as well as Closed Meeting Minutes and Agendas to Council Members unless a Councillor has declared a pecuniary interest.
- b) If the report pertains to a pecuniary interest or property matter, it will be enclosed in a separate envelope with a note as to the subject matter attached to the outside. Should a Council Member have a pecuniary interest in the matter, they should return the envelope to the Clerk unopened. This will assist Council in compliance with the *Municipal Conflict of Interest Act*.
- c) All originals of Closed Meeting Reports or related documents are retained by the Clerk in confidential files. Confidential reports and information distributed to Members and staff shall be returned to the Clerk immediately after the matter has been dealt with by Council or Committee for shredding.
- d) Should a report be issued by a Closed Meeting Investigator which finds that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 of the Municipal Act, 2001, or to this procedure by-law, Council must pass a resolution advising how it intends to address the report.

4.13 Closed Meetings General

- a) Discussion during a closed meeting shall be limited to the issue and nothing in this by-law confers the power on any Member or Members of Council to make any decision or take any action unless or until such action is presented and decided upon at a duly called and constituted open meeting of Council.
- b) Generally voting shall not occur during a closed meeting; however, a vote may occur during a closed meeting provided that the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, or persons retained by or under contract with the municipality in accordance with section 239 (6) of the *Municipal Act*.
- c) Before holding a ~~training~~ meeting or part of a meeting that is to be closed to the public, Council or the Committee must pass a resolution stating the fact that a closed meeting is taking place and the general nature of its subject matter as well as the section of the *Municipal Act* that allows the meeting to be closed to the public.

4.14 Reporting in Open Session

- a) The Mayor or Chair shall report out in an open meeting immediately following the closed meeting and summarize the actions taken in the closed meeting.
- b) Matters discussed in a closed meeting which require a decision will be brought forward to an open meeting of Council or committee.

Section 5. General Rules of Meetings

5.1 Location of Council & Committee Meetings

The Council and its Committees shall meet ordinarily in the Council Chambers at the Town Hall. Meetings may be held at alternate locations as determined by Council, or the C.A.O. for purposes of accommodation in regard to accessibility and/or space required, while providing notice on the Town website a minimum of 48 hours in advance of the meeting. If the location of a Council/Committee is changed, this location information shall be posted on the door of the Town Hall, the website, and sent to the press for their information.

5.2 Electronic Participation at Meetings

5.2.1 In this section:

- a) "Electronic Participation" means the participation in a meeting of a member who is not physically present in the room but through electronic means such as audio-only communication, or audio-visual communication.

5.2.2 A member of council of a local board or of a committee of either of them may participate electronically in a Meeting that is either open or closed to the public and in doing so may be counted in determining whether or not a quorum of members is present at any point in time and may vote as if they were attending the Meeting in person.

5.2.3 A Meeting held via Electronic Participation shall permit Delegations and Presentations by members of the public. All Delegations and Presentations will be heard in accordance with section 7.9.2 and 7.93.

5.3 Communication Devices

Communication devices shall not be permitted to be utilized when Council is holding a meeting, unless it is deemed necessary for Bona-fide Council business, such as accessing electronic documents both prior to and during Council and Committee Meetings.

5.4 Attendance

Every Member of Council and those municipal employees directed by the C.A.O. shall attend each meeting of Council or shall advise the Clerk and C.A.O. of their inability to attend.

5.5 Leaves of Absence

The office of a Member of Council will become vacant if the Member is absent from the meetings of Council for three successive consecutive months unless the leave of absence is authorized by a resolution of Council.

Notwithstanding the foregoing, an office is not vacated by a Member of Council who is absent for twenty consecutive weeks or less if the absence is as a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member in accordance with subsection 259 (1.1) of the Municipal Act, 2001. A resolution of Council is not required to authorize such leave of absence. The Member shall provide the Clerk and/or their designate with written notice of the leave of absence for twenty consecutive weeks or less as a result of the Member's pregnancy, the birth of the Member's child or the adoption of a child by the Member.

5.6 Seating Arrangements

The Mayor shall sit in the centre seat at the Council table. The County Councillor shall sit in the seat to the immediate right of the Mayor. The Councillor with the greatest seniority of service on Council shall sit in the seat immediately left of the Mayor. The remaining seats shall be filled in an alternating order, right to left, in order of seniority and thereafter in order of votes polled in the latest municipal election.

5.7 Call to Order

- a) As soon after the hour fixed for the holding of the meeting of Council with a quorum present, the Presiding Officer shall assume the Chair and call the meeting to order. In the event that the Presiding Officer does not attend within fifteen minutes after the time appointed for a meeting of the Council, the Deputy Mayor shall assume the Chair and preside over the meeting until the Head of Council arrives. In the case of Advisory Committees, the Vice Chair shall follow the same procedures as set out for the Deputy Mayor.
- b) Upon being called to order, all Members of Council and appointed officials shall immediately take their seats and shall remain seated unless otherwise excused by the Presiding Officer.

5.8 Quorum

As soon as there is a quorum after the time fixed for the meeting, the Presiding Officer shall assume the Chair and call the members to order.

5.9 No Quorum

- a) If no quorum is present fifteen minutes after the time appointed for a meeting of Council, the Clerk shall record the names of the Members of Council present and the meeting shall stand adjourned until the date of the next meeting of Council ~~regular, special or emergency.~~
- b) If during the course of a meeting, quorum is lost, then the meeting shall be adjourned, and all unfinished business carries forward to the next regular meeting or any special meeting called for that purpose before the next regular meeting.
- c) The Clerk shall attempt to give notice of any meeting so rescheduled by telephone, electronic mail or as is practical within the time available.

5.9 Curfew

All meetings of Council or Committees shall adjourn by 10:00 p.m. unless a motion to proceed beyond curfew is carried by a majority of Members present before 10:00 pm.

If there is no motion to proceed beyond curfew and the meeting is still in progress; Council shall reconvene at the next regular meeting, at which time any unfinished business shall be dealt with before any new business.

5.10 Vacancy on Council

If a vacancy occurs during the term of the Council, such vacancy shall be filled in accordance with Section 263 of the *Municipal Act*.

5.11 Agenda Items

Agenda items must be received by the Clerk as per the internal Council/Committee Meeting Agenda Package Process. For delegations, see Section 7.8.2.

Section 6. Notice of Meetings

6.1 Notice to Council or Committee Members

- a) The Clerk **or their designate** shall provide written notice of meetings by ~~hand-delivery~~ or e-mail to each member so as to be received not later than 48 hours in advance of each regular meeting.
- b) Notice of all Special Meetings will set forth the matters to be considered at such Special Meeting and will be given to all members of Council not less than twenty-four hours in advance of the time fixed for the meeting; and the Clerk shall give such other notice of the meeting to members by telephone, e-mail or as otherwise practical within the circumstances.

6.2 Notice to Public

- a) **Notice of Meetings, including date, time and location shall be given to the public by means of an agenda posted on the Town's website not later than forty-eight hours in advance of each regular meeting, and not less than twenty-four hours in advance of the time fixed for a special meeting.**

6.3 Web Site Agenda Posting & Package/Print Items

- a) The agenda for regular meetings of Council shall be made available in the Clerk's Office at Town Hall and on the Town's website at least 48 hours in advance of the time fixed for the meeting. Agendas and package items will be distributed electronically to both staff and members of Council however, the Clerk's Office will make necessary accommodations where required. ~~Printed copies of the Agenda will be made for the press.~~
- b) If a person is desirous of receiving any print item on the agenda, they may request a copy by contacting the Clerk's Office which may be delivered by email, fax or picked up at the Clerk's Office.

6.4. Effect of Lack of Proper Notice

Lack of receipt of the notice shall not affect the validity of holding the meeting.

Section 7. Order of Business - Agenda

7.1 Preparation of the Agenda

The Clerk or their designate shall prepare and circulate an agenda for each Regular Meeting of Council meeting at least 48 hours prior to each meeting. The content of each Council agenda shall be determined by the C.A.O. and prepared by the Clerk, in consultation with the Mayor, and agenda shall be prepared in the following order:

Content of Agenda & Order of Items – Council Meetings

- Call to Order
- Roll Call
- Land Acknowledgement Statement
- Adoption of Agenda (Additions/Deletions)
- Disclosure of Pecuniary Interest
- Question Period (on previous Council Business)
- Adoption of Minutes of Previous Meeting(s) (Except Minutes of Closed Meeting)
- Awards/Delegations/Presentations
- Public Meetings
- Matters Tabled/Deferred/Unfinished Business
- Notice of Motions
- Staff Reports
- Council and Committee Reports and Minutes
 - Mayor's Report
 - County Councillor's Report
 - Council and Committee Reports and Minutes
- Correspondence and Petitions
- By-laws & Resolutions
- Announcements
- Media Questions
- Closed Meeting
- Confirmatory By-law
- Adjournment

7.2 Call to Order

The Presiding Officer shall call the meeting to order. The opening remarks of the Presiding Officer shall be at the sole discretion of the Presiding Officer and shall normally relate to items of special interest.

7.3 Roll Call

The Presiding Officer shall ask the Clerk to call the roll upon calling the meeting to order. The Clerk then shall call the roll and take down the names of Members of Council present, by seating arrangement, with the Presiding Officer being called last.

7.4 Land Acknowledgement Statement

The Presiding Officer shall give a statement at the beginning of every council meeting to acknowledge and show respect for the Indigenous Peoples as traditional stewards of the land we operate on.

An example of an appropriate acknowledgement at this time is as follows:

“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.”

7.5 Adoption of the Agenda (Additions/Deletions)

Additions or deletions from the agenda shall be considered during the Adoption of the Agenda section and require a majority vote of Council. The C.A.O. and Clerk may amend the agenda prior to the start of the meeting where deemed appropriate and such amended agenda shall be provided to Council noting the amendment(s).

7.6 Disclosure of Pecuniary Interest

- a) It is the responsibility of each member to identify any pecuniary interest on any item or matter before the Council or Committee, in accordance with the provisions of the **Municipal** Conflict of Interest **Act.** ~~legislation currently in effect.~~
- b) Where a member has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council or Committee at which the matter is the subject of consideration, the member shall:
 - i) Prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
 - ii) Not take part in the discussion or vote on any question with respect to the matter; and
 - iii) Not attempt in any way before, during and/or after the meeting to influence the voting on any such question
- c) Where a meeting is not open to the public, in addition to complying with the requirements of 7.5 b), the member shall forthwith leave the meeting for the part of the meeting during which the matter is under consideration
- d) If the matter under consideration at a meeting or a part of a meeting is to consider whether to suspend the remuneration paid to the member, the following rules shall apply:

- i) Despite section 7.5 b), the member may take part in the discussion of the matter, including making submissions to council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the meeting, in accordance with Section 5.2(2) of the *Municipal Conflict of Interest Act*, as may be amended from time to time. However, the member is not permitted to vote on any question in respect of the matter.
 - ii) Despite section 7.5 c), in the case of the meeting that is not open to the public, the member may attend the meeting or part of the meeting during which the matter is under consideration
- e) Where the interest of a member has not been disclosed by reason of their absence from the particular meeting, the member shall disclose the interest and otherwise comply at the first meeting of Council or Committee as the case may be, attended by the member after the particular meeting.
- f) The Clerk shall record the particulars of any disclosure of pecuniary interest made by the member(s) and such record shall appear in the minutes of that particular meeting.
- g) At a meeting which a member discloses an interest under section 7.5, or as soon as possible afterwards, the following rules apply:
 - i. the member shall file a written statement of the interest and its general nature with the Town Clerk or secretary of the committee or local board, as the case may be, in accordance with section 5.1 & 5.2 (1) of the *Municipal Conflict of Interest Act*, as may be amended from time to time;
 - ii. The Town Clerk and local board shall establish and maintain a registry in which shall be kept, a copy of each statement/declaration filed; and
 - iii. The registry shall be available for public inspection in the manner and during the time that the municipality or local board, as the case may be, may determine.

7.7 Question Period

- a) The Question Period of the Agenda provides an opportunity for the public to receive updates or ask questions on matters which have been previously discussed at Council, with Council having the option to:
 - i. provide a response immediately in consultation with Staff.
 - ii. direct the person to seek information from Staff during regular business hours; or
 - iii. direct Staff to provide an update at a future Council meeting.
- b) The Presiding Officer has the discretion to regulate public questions and inquiries during the Question Period.

- c) Question Period shall not be a venue to discuss new matters; however, the public has the option to apply as a Delegation for bona-fide municipal business.

7.8 Adoption of Minutes from Previous Meeting(s)

- a) Minutes of meetings shall record:
 - i. the place, date and time of the meeting;
 - ii. the names of the presiding officer and the record of the attendance of the members as well as members who are absent;
 - iii. the later arrivals or early departures of members;
 - iv. declarations of interest;
 - v. the reading, if requested, correction and confirmation of the minutes of prior meetings;
 - vi. the mover and seconder of all motions;
 - vii. all other proceedings of the meeting without note or comment
 - viii. the time of adjournment.
- c) If the minutes have been delivered to the members of ~~the~~ Council, then the minutes shall not be read, and a resolution that the minutes be adopted as if read shall be in order.
- d) Prior to confirmation of the minutes of the previous meeting or meetings, as the case may be; if required by any member, such minutes or so much thereof as may be required, shall be clarified by the Clerk.
- e) The minutes shall be approved by a resolution of Council. Once approved, they shall be signed by the Mayor and by the Clerk or their respective designate and posted on the Town's website.

7.9 Awards/Delegations/Presentations

7.9.1 Awards

Awards are Ceremonial Presentations or other forms of official recognition to or from the Town of Arnprior or other public entities.

7.9.2 Delegations

- a) The intent of delegations of bona-fide municipal interest is to provide a forum for the public to bring matters of interest or concern to the attention of Council. All delegations shall appear before Council, unless the C.A.O or Council otherwise declares. Matters regarding the daily operations or functions of the Corporation will be referred by the Clerk to the appropriate Staff person; however, if after having consulted with Staff, the person still wishes to bring the matter before Council, the delegation process will be followed.

- b) All delegation requests must pertain to bona-fide municipal business of interest and materials must be submitted to the Clerk a minimum of one (1) week prior to the meeting date the delegation is to be present.
- c) The Clerk shall acknowledge receipt of all such requests to make a delegation and list the delegation on the next available Council meeting agenda or on an agenda for a meeting date suitable to the delegation.
- d) Every delegation shall be supported on the Agenda for the meeting by correspondence which states concisely the purpose of the delegation and the municipal business action being requested.
- e) Delegations shall be restricted to a maximum of five (5) minutes. Delegations shall be limited to a maximum of two (2) spokespersons. A maximum of three (3) delegations shall appear before Council at any one meeting, for a total time allotment of fifteen (15) minutes for delegations. Such appearance before Council shall be acknowledged and arranged by the Clerk.
- f) Notwithstanding the foregoing, the Presiding Officer may, with the consent of the majority of the members present, extend such time allotment.
- g) Upon completion of the delegation, Members of Council may address questions to the delegate with respect to the subject matter; and can either debate the issue immediately or defer debate to a future Council meeting, at which time each matter of business raised by delegates shall be listed under the "Matters Tabled/Deferred/Unfinished Business" section on the Agenda.

7.9.3 Presentations

Presentations are organized by the C.A.O or Clerk based on recommendations of Department Heads to present information to Council. Presenters will be afforded fifteen (15) minutes to address Council, excluding follow up questions.

7.10 Public Meetings

Public meetings are intended to satisfy specific requirements set out through applicable law such as, but not limited to the *Planning Act*.

7.11 Matters Tabled/Deferred/Unfinished Business

All business called pursuant to the Agenda and not disposed of, shall be placed as unfinished business on the Agenda for the next regular meeting.

7.12 Notice of Motion

A notice of motion may be introduced by the mover at a regular meeting of Council or Committee for consideration at the next regular meeting at which point, a seconder must come forward in order to debate the motion.

7.13 Staff Reports

- a) Reports may be prepared for information purposes, or for matters requiring the approval or direction of Council. The report author or department head shall present the report to Council and respond to questions as required prior to a vote.
- b) When a vote is taken, it will be on the recommendation(s) and the report itself and will reflect the wording "report and resolution carried".

7.14 Committee Reports & Minutes

a) Mayors Report

The Mayor shall make a verbal report regarding meetings with stakeholders and representation at official functions, as well as outlining any other current pertinent municipal matters.

b) County Councillor's Report

The County Councillor shall make a verbal report regarding the status of issues currently under debate by Renfrew County Council, as well as outlining any other current pertinent County matter.

c) Committee Reports and Minutes

Committee reports and minutes shall be included in this section of the agenda. Committee Chairs and/or members of council appointed to sit on various committees will be provided the opportunity to update Council on the status of issues being discussed or any other pertinent committee matters. Where requested, Committee Chairs shall present reports of Committees or respond to questions. Members of Council may seek clarification or request a presentation from the Chair.

7.15 Correspondence & Petitions

7.15.1 Correspondence Information Items

Should no action be recommended by the C.A.O, information items will be submitted in bulk and Council will receive them as information and file accordingly. Council may, by mover and seconder and a majority vote, direct action be taken notwithstanding the recommendation of the C.A.O.

7.15.2 Correspondence Action Items

Will be submitted in bulk and the staff recommendations outlined will be included on the Council Agenda Page under By-laws and Resolutions and will be voted upon by Council.

7.15.3 Petitions

- a) Every petition and communication to be presented to the Council must be clearly written or printed and must not contain any impertinent or improper matter. Petitions must be signed by at least one person.

- b) Every such petition shall be delivered to the Clerk one (1) week preceding the meeting of the Council and shall be included in the Agenda for that meeting.
- c) All petitions on any subject will be forwarded to Council for consideration. Council may, at its discretion refer the petition to an appropriate Advisory Committee for consideration or staff department for direct handling.

7.16 By-laws & Resolutions

- a) All by-laws shall be listed on a bulk agenda and may be carried by an individual motion in bulk. Any Member of Council may request that a by-law be removed from the bulk agenda to seek clarification, for debate or separate vote.
- b) All resolutions recommended by staff which do not require a supporting staff report shall be added to the agenda in this section. Motions from Members of Council shall not appear in this section, but shall follow the Notice of Motion provisions as set out in sections 1 and 7.12.

7.17 Announcements

The Announcements section of the Agenda is intended for members [and staff](#) to update and inform other members and the public on the status of various issues and current events. No advance notice is required for items to be discussed as such items are intended to be for information purposes only.

7.18 Media Questions

The Media Questions referred to on the Agenda shall be limited to a total of no more than five (5) minutes. Questions shall be directed to the Presiding Officer and limited to items that appear on the Agenda of that evening. The Presiding Officer may ask another Member of Council, or staff to assist in providing a response.

7.19 Closed Meeting

Closed Meeting shall be in accordance with section 239 of the Municipal Act, and sections 4.8, 4.9, 4.10, 4.11, 4.12, 4.13 of this by-law, both as amended.

7.20 Confirmatory By-law

- a) There shall be a confirmatory by-law carried immediately prior to adjournment for the purpose of confirming decisions or direction given. A motion to pass a by-law to confirm the proceedings of a meeting of Council shall be voted on without debate.
- b) The only item of business following the passage of the Confirmatory By-law shall be the motion to adjourn.

7.21 Adjournment

A motion to adjourn pursuant to section 8.6 below is required to conclude business.

Section 8: Motions

8.1 Priority of Motion on the Floor

When a motion is under consideration, no other motion may be received except a motion:

- to defer
- to table
- to amend
- to put the question
- to recess, or
- to adjourn

8.2 Motion to Defer

- a) A motion to defer must include time, place, and the purpose of the deferral, if applicable.
- b) A motion to defer may direct to a committee, to staff, or elsewhere.
- c) A motion to defer is not debatable except as to time, place, and direction.

The mover of the motion that is the subject of the deferral may, however, speak before the vote is taken.

- d) When a motion to defer is passed, the motion to which it applies is removed from debate along with any amendments that have been moved.
- e) The motion to which the motion to defer applies cannot be reintroduced until the time specified in the motion to defer.

8.3 Motion to Table

- a) A motion to table is not to be amended or debated.
- b) A motion to table applies to the motion and any amendments thereto under debate at the time when the motion to table was made.
- c) A tabled motion is deemed to have been withdrawn if it has not been decided by the Council or Committee either in the affirmative or the negative during the term of Council or Committee in which the motion was introduced.

- d) Staff may from time to time “table” a report/by-law/presentation, which requires time for review/comment, and this is not to be considered as a formal “Motion to Table”, which would be voted upon by Council.

8.4 Motion to Amend

- a) A motion to amend is debatable.
- b) There may be only one motion to amend a motion to amend at a time. Debate is confined to the amendment to the motion to amend. When that question is settled, another amendment to the motion to amend may be made. Once all the amendments have been settled, a vote takes place on the main motion, or if any amendment has carried, on the main motion as amended.
- c) A motion to amend must be recorded by the Clerk.
- d) A motion to amend shall go through the process outlined in Appendix A.

8.5 Motion to Put the Question

- a) A motion to put the question is not debatable.
- b) To carry, a motion to put the question requires 2/3 of the members present and voting to vote for the motion.
- c) If the motion to put the question carries, a vote on the motion must take place without further debate.

8.6 Motion to Recess

- a) The Chair may suggest a recess of the meeting or an adjournment to another day, for example, to obtain information needed by the meeting. To have effect, this suggestion must be moved and seconded, and passed by a majority of members present.
- b) A member may move a motion to recess at any time during a meeting, but not so as to interrupt a speaker or during a vote.
- c) A motion to recess is debatable.
- d) The Presiding Officer may recess or adjourn a disorderly meeting that cannot be brought to order, without the need for a vote.

8.7 Motion to Adjourn

- a) A motion to adjourn is not debatable.
- b) A motion to adjourn is always in order except when a member is speaking or during a vote.

- c) If a motion to adjourn carries, the meeting must immediately come to a halt, regardless of the stage of proceedings.
- d) If a motion to adjourn fails, a new motion to adjourn may not be made until the conclusion of the item which is currently being debated or discussed.

8.8 Motions Requesting Staff Reports

- a) Any request for staff reports and other substantive reports must be made by Council resolution.
- b) Any motions, the carriage of which would result in a budgeting impact, are to be referred to staff for a report with regard to the budgetary impact before being debated at Council.

8.9 Motion to Reconsider Past Decision

- a) A motion for reconsideration of a decided matter is not in order when the motion has been implemented, resulting in legally binding commitments that are in place on the date on which the motion to reconsider is to be debated. It is understood that Council's power to re-examine issues generally remains intact, and its lawful power to pass by-laws and its powers permitted under the *Municipal Act*, the *Planning Act*, or other provincial acts remain.
- b) Section 8.9 a) is not meant to limit motions for reconsideration of Council policies other than specific Council actions.
- c) A motion to reconsider a substantive resolution, by-law, question, or decided matter must be made by a member who voted with the majority on the original motion or resolution. The Presiding Officer may ask the mover to confirm how the mover previously voted on the issue in question.
- d) If a member is absent during the vote on the original motion or resolution, the member may not request that a motion be reconsidered at a subsequent meeting.
- e) A motion to reconsider a decided matter must be noted to the Clerk one week in advance of the meeting, where the reconsideration is to be debated. The motion to reconsider must be printed on the agenda.
- f) A motion to reconsider a matter may be brought forward only once in the twelve-month period from the date the matter was first decided. Twelve months after a motion has been decided, Council may revisit the motion without a 2/3 requirement.
- g) A motion of reconsideration applies only to a matter previously decided by the current Council. A new Council may review any matter decided by a previous Council, provided contractual agreements or obligations have not been implemented or executed.

- h) No debate on a motion to reconsider is permitted. However, the mover and seconder of a motion to reconsider may provide a brief and concise statement outlining the reasons for proposing such reconsideration.
- i) A motion for reconsideration of a decided matter requires 2/3 of the members present and voting to vote for the motion.
- j) If a motion to reconsider carries, reconsideration of the decided matter is the next order of business. Debate on the matter being reconsidered proceeds as though it had never previously been considered.

8.10 Motion to Reconsider at Same Meeting

- a) A motion to reconsider a decided matter may be introduced at any time when it is made at the same meeting at which the original motion was decided.
- b) Section 8.9 a), b), c) h), i), and j) apply to a motion to reconsider at the same meeting.
- c) A motion of reconsideration of a matter decided at the same meeting requires a majority of members present and voting, in order to vote on the motion.

Section 9. Rules of Debate & Conduct of Members in Council

9.1 Role of the Presiding Officer

- a) The Presiding Officer shall preside over the conduct of the meeting; including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meetings, subject to an appeal by any member to the Council from any ruling of the Presiding Officer.
- b) The Mayor shall preside over all Council meetings and shall be so recognized.
- c) Every member, previous to any question or motion, shall be recognized by the Presiding Officer and shall respectfully address the Presiding Officer.
- d) When two or more members wish to speak, the Presiding Officer shall name the member who, in their opinion, first raised their hand.

9.2 Rules of Debate

- a) No member, without leave of the Council, shall speak to the same question, or in reply, for longer than five (5) minutes except that Council, upon motion thereof, may grant extensions of time for speaking of up to five (5) minutes for each time extended.
- b) A member may ask a question, stated concisely, of the previous speaker for explanation of any part of the previous speaker's remarks.

- c) A member may ask questions of the Chair or staff member presenting the report to obtain information relating to a report before the Council or to any clause contained therein at the time that the report or the clause is being considered.
- d) Any member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.
- e) A member may not:
 - i. speak disrespectfully;
 - ii. use offensive words or non-parliamentarian language;
 - iii. disobey the rules of the Council or decision of the Presiding Officer, or of the Council on questions of order or practice or upon the interpretation of the rules of the Council;
 - iv. leave their seat or make any noise or disturbance while a vote is being taken and until the result is declared;
 - v. pass between a member who is speaking and the Chair.
- f) In the event that any member persists to be in a breach of the foregoing section, after having been called to order by the Chair, they may be ordered by the Chair to leave their seat for that meeting; but in the case of ample apology being made by the offender, they may, by vote of the members present, be permitted forthwith to resume their seat.

Section 10. Point of Privilege

10.1 Council Rights/Privileges-Takes Precedence

When a member desires to address the Council on a matter that concerns the rights or privileges of the Council collectively, or of himself/herself as a member thereof; they shall be permitted to raise such as a point of privilege, and a point of privilege shall take precedence over other matters.

Section 11. Point of Order

11.1 Violation of the Rules of Procedure

- a) When a member desires to call attention to a violation of the rules of procedure; they shall ask leave of the Chair to raise a point of order, and after leave is granted, they shall state the point of order with a concise explanation and the Chair shall rule on the point of order.
- b) When the Chair calls a member to order; the member shall cease speaking until the point of order is dealt with, and the member shall not speak again without permission of the Chair unless to appeal the ruling of the Chair.

Section 12. Ruling of the Chair

- a) Unless a member immediately appeals to Council regarding a ruling of the Chair on points of privilege/rules of procedure, the Chair's decision is final.
- b) If the question is appealed, the Council shall decide the question without debate and its decision shall be final.

Section 13. Voting

13.1 Rules of Voting

- i. When the matter under consideration contains distinct recommendations or propositions, upon the request of any member, a vote upon each recommendation or proposition shall be taken separately and no vote shall be required to be taken on the matter as a whole.
- ii. After the Chair commences to take a vote, no member shall speak to or present another motion until the vote has been taken on such motion, amendment or sub-amendment.
- iii. Unless prohibited by statute, by show of hands, every member present at a meeting when a vote is taken on a matter shall vote thereon; and, if any member present persists in refusing to vote they shall be deemed as voting in the negative, and any questions in which there is an equality of votes shall be deemed to be negative.
- iv. If a member disagrees with the announcement of the Chair of the result of any vote, except a recorded vote, they shall object immediately to the Chair's declaration and require that the vote be retaken.
- v. No vote shall be taken in Council by ballot or by any other method of secret voting.
- vi. Notwithstanding this section; in lieu of a recorded vote, a member may request that their dissenting vote be entered upon the minutes of the Council.

13.2 Recorded Vote

- a) Any member may, before the question is decided, require that the vote be recorded;
- b) If a vote is to be recorded as herein provided, the Clerk shall call the vote by calling the Member of Council by name in alphabetical order with the Presiding Officer having the last vote, announce the division, and shall record them in the minutes.

Section 14. Financial Reports

The General Manager, Client Services/Treasurer or delegate will present a Financial Report twice during the calendar year after the approval of the budget.

The Financial Report will normally occur in May/June and in October/November of each year and shall appear in the Staff Reports section of the agenda.

Section 15. Electronic Conferencing

In the interest of cost efficiencies and at the recommendation of the C.A.O., it shall be allowable for a professional who acts in an advisory capacity to Council to provide the advice to Council by electronic means such as telephone or video conferencing.

Section 16. By-laws

- a) Every by-law shall be in type written form and shall contain no blanks, except such as may be required to conform to accepted procedure or to comply with the provisions of any Act and shall be complete with the exception of the number and date thereon.
- b) The Clerk shall endorse on all by-laws enacted and passed in Open Council the date of enactment and passing and by-law number and the Clerk shall be responsible for the correctness of such by-laws should they be amended.
- c) Bylaws shall be grouped together and read in bulk agenda format for enactment and passing, unless requested to be removed from the bulk agenda, in accordance with section 7.16 a) of this by-law. By-law(s) may be enacted and passed on a motion as follows:

"That By-law (number - XXXX-year) be and it is hereby enacted and passed."

- e) Every by-law enacted by the Council shall be numbered and dated, signed by the Clerk and Mayor, sealed with the corporate seal and deposited with the Clerk for safekeeping.

Section 17. Procedure By-law to be Reviewed

This By-law shall be reviewed by the Clerk's Office not less than every five (5) years and in the event of any recommended changes, the Clerk shall make such changes and presented them to Council within five (5) years of the last time this by-law was enacted.

Appendix A: Motion to Amend Process

A motion to amend will be recorded in the minutes as follows:

1. State the original motion. If Council chooses to amend the proposed motion the original proposed motion will be recorded in the minutes as follows:

“.....(*original proposed motion*)
.....”

Resolution AMENDED

2. An amendment(s) will then be proposed and voted on by Members of Council, and recorded in the minutes as follows:

“That the resolution be amended by

- *Inserting or adding* _____ (*words, sentences, or paragraphs*)”
- *“Striking out* _____ (*words, sentences or paragraphs*)”
- *Substituting* _____ *by striking out/ replacing with* _____ (*applied to paragraphs or entire motions*)”
- *Striking out* _____ *and inserting* _____ (*words*)”

Resolution CARRIED

3. The approved amended motion will be restated and recorded in the minutes as follows: “.....(*new approved amended motion*).....”

Resolution CARRIED As Amended

Example of Single Amendment:

1. Original Motion:

“That Council direct staff to paint the house blue.”

Resolution AMENDED

2. Amendment to the Original Motion:

“That the resolution be amended by striking out the word “blue” and inserting the word “red”.

Resolution CARRIED

3. Restated Amended Motion:

“That Council direct staff to paint the house red.”

Resolution CARRIED As Amended

Example of Multiple Amendments:

1. Original Motion:
“That Council direct staff to paint the house blue.”
Resolution AMENDED
2. Amendment to the Original Motion:
“That the resolution be amended by striking out the word “blue” and inserting the word “yellow”.
Resolution LOST
3. Amendment to the Original Motion:
“That the resolution be amended by striking out the word “blue” and inserting the word “purple”.
Resolution LOST
4. Amendment to the Original Motion:
“That the resolution be amended by striking out the word “blue” and inserting the word “red”.
Resolution CARRIED
5. Restated Amended Motion:
“That Council direct staff to paint the house “red.”
Resolution CARRIED As Amended



Appendix B: Declaration of Interest Form Municipal Conflict of Interest Act

Pursuant to Subsection 5.1, of the Municipal Conflict of Interest Act, R.S.O. 1990, Council members must complete this form prior to the Council meeting at which they will be making a declaration of pecuniary interest, direct or indirect. Each member who is declaring a pecuniary interest shall read the statement at the appropriate time during the applicable meeting, then provide this written statement to the Clerk, for filing.

Declaration

I, _____, declare a pecuniary
(Print Full Name)

interest in Item _____ on the _____ Council agenda.
(Agenda Item #) (Date of Council Meeting)

I am making this declaration because (General nature of pecuniary interest):

I confirm that I will not vote on the matter, I will not take part in discussion on any question in respect of the matter, and I will not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

Signature

Date

Clerk's Acknowledgement:

Received on _____ by _____
(Date) (Print Name)

Signature of Clerk or Designate

Appendix C: Hybrid Meeting Participation

This document guides Council Members on electronic participation during meetings of Council of the Town of Arnprior and the necessary framework to ensure consistent administrative practices.

1. In accordance with the *Municipal Act*, as amended,
 - a) Members participating electronically may count towards quorum
 - b) Members participating electronically may participate in a meeting that is open or closed to the public.
2. A Member may participate electronically no more than four (4) times per year.
3. During a hybrid meeting a maximum of two (2) Members may participate electronically.
4. During a hybrid meeting the Chair and/or their designate must be physically present in the Meeting Room.
5. If a Member wishes to participate in a hybrid meeting, they must advise the Clerk a minimum of three days prior to the meeting.
6. If a member loses connectivity during a meeting for more than two (2) minutes, the Member will be deemed to have left the meeting. The Member may return to the meeting once connectivity (audio or audio-visual) is restored.
7. If there are members of the public that are physically in attendance at a meeting, they must be able to hear the members who are participating electronically using audio-only communication or see the members who are participating using audiovisual communications.
8. When the Chair calls for a vote. Members who are participating using audio-only communication shall verbally announce their vote by stating "in favour" or "opposed".
9. When the Chair calls for a vote. Members who are participating using audiovisual communications, shall visually show their vote by raising their hand either "in favour" or "opposed".
10. A recorded vote is treated the same for audio and audiovisual - a verbal vote when called upon.
11. Members of the public who wish to provide a delegation or presentation at a Council Meeting may attend in person in the meeting room or through electronic participation when the meeting is held as a hybrid meeting.

12. Members of the public who wish to attend a hybrid meeting to observe the meeting without participating may attend in person in the meeting room or through the town's electronic video stream.
13. Due to special circumstances as decided by the Chair, in consultation with the CAO, some Council Meetings may be held in-person only, rather than as a Hybrid Meeting without the option for electronic participation.
14. This policy shall be administered by the Clerk's Office and will be reviewed early in the new term of Council.
15. The Clerk will track the electronic participation of Members and advise Council when the maximum number of electronic participants has been reached.



Town of Arnprior Staff Report

Subject: Proclamation for Rare Disease Day (February 28, 2023) **Report Number:** 23-02-13-05

Report Author and Position Title: Maureen Spratt, Town Clerk

Department: Client Services

Meeting Date: February 13th, 2023

Recommendations:

That Council proclaim February 28, 2023 as Rare Disease Day in the Town of Arnprior.

Background:

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

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to event	Yes
Section 5.2.1 – Name and Address of Organization	CDKL5 Canada PO Box 469 Clarksburg, ON N0H 1J0 https://www.rarediseaseday.org/contact-us/
Section 5.2.2 – Contact Person's Name	Natalie Ladly, President
Section 5.2.3 – Name of Proclamation and Duration	Rare Disease Day February 28, 2023
Section 5.2.4 – Appropriate Wording for Proclamation	Yes – Information to create proclamation wording

**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	No (Request to light up the Museum Clock Tower in Rare Disease Day Colours – Blue, Green, Pink and Purple)
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

Documents:

1. Proclamation Document – Rare Disease Day (February 28th, 2023)
2. Request Letter - CDKL5 Canada

Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

Town of Arnprior Proclamation

Rare Disease Day

February 28, 2023

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

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

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

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

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

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

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

Now Therefore I, Lisa McGee, Mayor of the Town of Arnprior, do hereby proclaim February 28, 2023 as Rare Disease Day in the Town of Arnprior, Ontario. I further note the Town of Arnprior Clock Tower will be lit up with the colours of blue, green, pink and purple on February 28th, 2023 to show our support.

**Lisa McGee, Mayor
Town of Arnprior**

CDKL5 Canada

PO Box 469, Clarksburg PO
Clarksburg, ON N0H 1J0

Office of the Clerks
Town of Arnprior

January 26, 2023

Request for Proclamation

Dear Council and/or City Clerk,

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

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

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

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

This observance gives us a means to focus attention, which supports our goal of raising public awareness of CDKL5 in Canada. June is CDKL5 awareness month and we encourage communities to light up GREEN (lime green) to assist us with our mission. Jakob Ruest (local resident) passed away from this devastating disorder when he was just three years old. His family has created an awareness campaign (jakobruestcdkl5.ca) in his memory. They are working hard to raise vitally needed funds and awareness and this proclamation would support their efforts.

In addition to CDKL5 Awareness Month, it has come to our attention that Rare Disease Day is not recognized. We hoped we could also request a proclamation for February 28, 2023 as Rare Disease Day. Rare Disease Day is acknowledged globally and raises awareness to generate change for everyone living with a rare disease. CDKL5 Deficiency Disorder is a rare disease, and we celebrate this day February 28, 2023.

If you need anything further, please don't hesitate to contact me by email: nladly@dkl5canada.ca

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

Sincerely,

Natalie Ladly
President
CDKL5 Canada

CDKL5 is a rare x-linked genetic disorder, resulting in early-onset refractory epilepsy and severe neurodevelopmental impairment.

**The Corporation of the
Town of Arnprior**

By-law Number 7353-23

A by-law to lift and transfer a 0.3 m reserve on Block 49 on Plan 49M-108

Whereas Block 49 on Plan 49M-108 was created as a 0.3 m reserve when Phase 2 of Marshall's Bay Subdivision was approved in 2021; and

Whereas the owner is now proceeding with Phase 3 and 4A of the subdivision development; and

Whereas in order to allow the subdivision plan for Phases 3 and 4A to be registered on title the 0.3 m reserve must be lifted and transferred back to Marshall's Bay Regional Inc.

Whereas the Council deems it desirable to lift and transfer the reserve;

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

1. **That** Council lift the 0.3m reserve on Block 49 on Plan 49M-108 and transfer the lands back to Marshall's Bay Regional Inc.
2. **That** the Mayor and Clerk be and are hereby authorized and required, after the passing of this By-law, to execute on behalf of the Corporation of the Town of Arnprior, the transfer of said Block 49 on Plan 49-108, attached as Schedule A and forming part of this by-law, to the abutting landowner, Marshall's Bay Regional Inc.

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

Enacted and passed this 13th day of February 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law No. 7354-23

Being a By-law to amend By-law Number 7348-23 appoint Members to the Arnprior Public Library Board

Whereas Council of the Corporation of the Town of Arnprior passed By-law Number 7348-23, a by-law to provide for the composition of and appointment to the Arnprior Public Library Board; and

Whereas in accordance with the provisions of the Public Libraries Act and By-law No. 6442-15 a public library board shall be composed of at least five members appointed by the Municipal Council; and

Whereas the Council of the Corporation of the Town of Arnprior adopted By-law Number 7348-23 appointing members to the Arnprior Public Library Board for the 2022-2026 term of Council with the exception of the representative of the Township of McNab/Braeside; and

Whereas the Township of McNab/Braeside has advised the Town of their appointee to the Arnprior Public Library Board.

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

1. **That** By-law 7348-23 be amended to appoint Shane Kramer to the Arnprior Public Library Board, representing the Township of McNab/Braeside, for the 2022-2026 term of Council and/or until their successor is appointed.
2. **That** this By-law shall come into full force and take effect upon the date of its passing, at which time all by-laws and/or resolutions that are inconsistent with the provisions of this By-law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-law.

Enacted and Passed this 13th day of February, 2023.

Lisa McGee, Mayor

Maureen Spratt, Clerk

**The Corporation of the
Town of Arnprior**

By-law No. 7355-23

Being a By-law to amend By-law Number 7069-20 to add Robin Paquette as a Deputy Clerk of the Town of Arnprior

Whereas under the provisions of Section 228 and 229 of the Municipal Act, 2001 a municipality shall appoint a Clerk and may appoint Deputy Clerks and a Chief Administrative Officer, respectively who shall have all the powers and duties of said offices under the Municipal Act and every other Act; and

Whereas Council passed By-law Number 7069-20 appointing Robin Paquette as the Chief Administrative Officer of the Town of Arnprior; and

Whereas deputy clerks shall have the authority to act in the absence of the Clerk or as delegated by the Clerk; and

Whereas Council deems it expedient to amend By-law 7069-20 to include the appointment of Robin Paquette as a Deputy Clerk.

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

1. **That** By-law 7069-20 be amended to add the appointment of Robin Paquette as a Deputy Clerk of the Town of Arnprior with the authority to act in the absence of the Clerk or as delegated by the Clerk.
2. **That** this By-law shall come into full force and take effect upon the date of its passing.

Enacted and Passed this 13th day of February, 2023.

Lisa McGee, Mayor

Maureen Spratt, Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7356-23

A by-law to adopt the 2023 Operating and Capital Budget Estimates.

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

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

And Whereas it is deemed necessary and expedient to adopt the capital and general operating budget estimates for the Town of Arnprior for the year 2023.

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

1. **That** the 2023 Operating Budget estimates attached as Schedule A forming part of this by-law be hereby adopted, approved and authorized; and
2. **That** the 2023 Capital Budget estimates attached as Schedule B forming part of this by-law be hereby adopted, approved and authorized.

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

Enacted and passed this 13th day of February, 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

Schedule A – 2023 Operating Budget Estimates

Description	Revenues	Expenses	2023 Budget
Taxation			
Revenue from Taxation	\$11,538,085	\$0	\$11,538,085
Payments in Lieu of Taxation	119,474	0	119,474
General Government			
Council	0	234,100	(234,100)
Clerk	49,500	430,450	(380,950)
Corporate Management	200,750	1,086,300	(885,550)
Human Resources	0	128,250	(128,250)
Information Systems	8,000	329,900	(321,900)
Protection to Persons & Property			
Fire Services	171,212	941,088	(769,876)
Police Services	0	1,682,080	(1,682,080)
Animal Services & By-Law Enforcement	35,070	104,500	(69,430)
Public Works			
Public Works	80,600	2,042,274	(1,961,674)
Vehicles and Equipment	632,900	262,400	370,500
Buildings	0	355,750	(355,750)
Crossing Guards	5,300	43,500	(38,200)
Cemetery	114,500	111,800	2,700
Environmental Services			
Waterworks	3,621,689	2,521,265	1,100,424
Wastewater	2,564,975	2,072,709	492,266
Waste Management	1,002,400	951,400	51,000
Parks and Recreation			
Parks	8,600	393,550	(384,950)
Marina	87,700	84,400	3,300
Programs	215,650	391,105	(175,455)
Nick Smith Centre - Programs	1,024,528	835,900	188,628
Nick Smith Centre - Building	0	1,376,020	(1,376,020)
Community Services			
Museum	57,780	293,220	(235,440)
Protection, Inspection & Control	311,410	311,410	0
Planning and Zoning	28,400	137,900	(109,500)
Marketing and Economic Development	14,000	231,100	(217,100)
Grants and Subsidies	2,699,419	459,453	2,239,966
To Reserves / Reserve Funds	0	6,780,118	(6,780,118)
Total Operating Budget	\$ 24,591,942	\$24,591,942	\$0

Schedule B – 2023 Capital Budget Estimates

Capital Project	Total Project Cost	Funding Source				County / Other	Reserve Funding Detail
		Grants	Development Charges	Reserves - Levy / Other	Reserves - Water/WW		
Linear Infrastructure							
Construction: Daniel Street Signalized Intersection Realignment & Culvert Replacement							(a) Culvert (CERF 100%) (b) Realignment - Town (DC 33.3%, CERF 66.6%), County (\$700K)
Description: Realignment of signalized intersection of Daniel, Edey and Galvin to improve traffic movements. Replacement of culvert at Edey added due to condition.	2,100,000	562,377	264,000	573,623		700,000	
Construction: Rolling Road Rehab Program							
Description: Strip and pave surface and replacement of curb & sidewalks - Smolkin, Cranston, Gardner & Maple.	1,063,000	934,657		128,343			DC 10%, CERF 90%
Design: MacDonald St (McGonigal to Edey St) and Edey St (MacDonald to Allan Dr)							
Description: Design work for sanitary sewer upsizing / seperation, partial watermain, and road reconstruction.	150,000		10,995	57,003	69,503	12,500	DC 5%, CERF 39.2%, Water 23.75%, Wastewater 23.75%, Developer 8.3%
Design: River Crossing 400mm Watermain Replacement							
Description: Detailed design and preparation of tender documents for River Crossing watermain replacement.	100,000	73,330			26,670		33.33% Water Reserve Fund
Construction: Sidewalks							
Description: Winners Circle (125m) new sidewalk to accommodate growth.	32,500		29,250	3,250			DC 90%, CERF 10%
Design: Sidewalks							
Description: McNab St (850m) on west side, Madawaska Blvd (500m) on north side, (200m) on south side to accommodate growth and address rail crossing.	80,000		72,000	8,000			DC 90%, CERF 10%
TOTAL Linear Infrastructure	3,525,500	1,570,364	376,245	770,219	96,173	712,500	

Capital Project	Total Project Cost	Funding Source				County / Other	Reserve Funding Detail
		Grants	Development Charges	Reserves - Levy / Other	Reserves - Water/WW		
Land Improvements							
Construction: Caruso Park							ICIP Grant, DC 15%, Parkland Development 85%
Description: Pathways, furnishings and new play structure (upsized)	120,000	59,486	9,077	51,437			
Construction: Legion Park							ICIP Grant, DC 30%, Parkland Development 70%
Description: Landscaping, pathways, furnishing, addition of new play structure and rubber surface play area	250,000	129,797	36,061	84,142			
Design: CN Trail Park Rehabilitation							DC 30%
Description: Design the installation of paved pathway, lighting, street furniture, exercise component and signage. Construction planned for 2024.	20,000		6,000	14,000			
Construction: Waterfront Revitalization - Pathways							DC 15%, CERF 85%
Description: Waterfront Pathway Surfacing Improvements, Pathway Lighting, River Rescue Stations & Location Identifiers	801,000		120,150	680,850			
Design: Waterfront Revitalization - Robert Simpson Park							DC 15%, CERF 85%
Description: Design for Beach expansion and pier, Boardwalk and Landscaping, Pedestrian Ramp to Beach, Parking, Accessible Washrooms, Play Structure Enhancements, Change Huts, Accessibility and Seating Improvements.	478,000		71,700	406,300			
Marina Feasibility Study							CERF 100%
Description: Feasibility review for a Harbour Master Building and other further development opportunities.	50,000			50,000			
Albert St Columbaria							Cemetery Reserve
Description: Installation of an additional two columbaria in Albert St Cemetery	60,000			60,000			
TOTAL Land Improvements	1,779,000	189,283	242,988	1,346,729	0	0	

Capital Project	Total Project Cost	Funding Source				County / Other	Reserve Funding Detail
		Grants	Development Charges	Reserves - Levy / Other	Reserves - Water/WW		
Facilities							
DA Gillies - Lightning Protection							
Description: To protect building from lightning strikes.	15,000			15,000			Capital Expenditure Reserve Fund
Stanley Tourangeau Centre - RTU#1							
Description: Replacement of RTU#1 (1997) - lifecycle replacement.	30,000			30,000			Capital Expenditure Reserve Fund
Nick Smith Centre - Pool Dectron Unit							
Description: End of life replacement of the pool dectron system (2004) moved up from 2024 to 2023 due to series of repairs required in 2022 to keep the unit functioning.	300,000			300,000			Capital Expenditure Reserve Fund
Nick Smith Centre - Arena Floors - Design							
Description: Design work for lifecycle replacement of the both arena floors and header trenches.	160,000			160,000			Capital Expenditure Reserve Fund
Design: Water Filtration Plant Clearwell Replacement							
Description: Design and engineering for replacement of clearwell #1 - lifecycle replacement.	250,000	183,325			66,675		ICIP Green Stream Grant (Intake 2) / Water Reserve
WPCC Building Condition Assessment (BCA)							
Description: Preparation of a full building condition assessment of the Water Polution Control Centre.	160,000				160,000		Wastewater Reserve Fund
WFP Building Condition Assessment (BCA)							
Description: Preparation of a full building condition assessment of the Water Filtration Centre.	130,000				130,000		Water Reserve Fund
TOTAL Facilities	1,045,000	183,325	0	505,000	356,675	0	

Capital Project	Total Project Cost	Funding Source				County / Other	Reserve Funding Detail
		Grants	Development Charges	Reserves - Levy / Other	Reserves - Water/WW		
Machinery & Equipment							
Information Technology - Server Upgrades	30,000						Capital Expenditure Reserve Fund
Description: Required server upgrades, software and hardware requirements.				30,000			
Skid Steer Loader with Flail	117,000						Capital Expenditure Reserve Fund
Description: Replacement of #13 Ford Tractor w/ Flail (1979) and #12 New Holland TC40D Tractor/Loader (Cemetery) (2001) with one new skid steer loader with flail mower.				117,000			
Nick Smith Centre - Auto Floor Scrubber	15,000						Capital Expenditure Reserve Fund
Description: Lifecycle replacement of one of the auto floor scrubbers (2009).				15,000			
TOTAL Machinery & Equipment	162,000	0	0	162,000	0	0	
Vehicles							
Roads & Services - #6 Tandem Axle	340,000						Capital Expenditure Reserve Fund
Description: Lifecycle replacement of #6 tandem axle plow truck (2012).				340,000			
Recreation - 3/4 Ton Truck	68,000						Capital Expenditure Reserve Fund
Description: 3/4 Ton Truck with a Plow - Support clearing NSC entries, Outdoor Rinks and other Rec Amenities.				68,000			
TOTAL Vehicles	408,000	0	0	408,000	0	0	

Capital Project	Total Project Cost	Funding Source				County / Other	Reserve Funding Detail
		Grants	Development Charges	Reserves - Levy / Other	Reserves - Water/WW		
Studies / Other							
Strategic Plan	20,000						
Description: Creation of a strategic plan to cover the next four year term and evaluation of a new committee structure.				20,000			Capital Expenditure Reserve Fund
Job Evaluation / Pay Equity - Unionized Employees	15,000						
Description: Completion of a job evaluation and pay equity exercise for unionized employees in coordination with CUPE.				15,000			Capital Expenditure Reserve Fund
Employment & Industrial Gap Study	30,000						
Description: Study to identify employment and industrial opportunities for Town.				30,000			Marketing & Econ Development Reserve (100%)
Asset Management - Risk, Lifecycle & Level of Service Framework	25,000						
Description: Advancement of the Town's Asset Management Plan (AMP) to meet O. Reg. 588/17 2023 requirements.				25,000			Capital Expenditure Reserve Fund
Asset Retirement Obligations - Implementation	25,000						
Description: Recognition, allocation and measurement of all asset retirement obligations under PSAB 3260 for mandatory reporting and inclusive in the 2023 audited financial statements.				25,000			Capital Expenditure Reserve Fund
Culture Plan & Implementation Guide	15,000						
Description: Preparation of a five-year museum and culture strategic plan and implementation guide.				15,000			Museum Reserve Fund
TOTAL Studies / Other	130,000	0	0	130,000	0	0	
TOTAL CAPITAL	7,049,500	1,942,972	619,233	3,321,947	452,848	712,500	

**The Corporation of the
Town of Arnprior**

By-law Number 7357-23

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

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

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

Whereas Council deems it necessary to carry forward Works in Progress (WIP) Projects from 2022 into 2023 and that the projects identified in Schedule A remain funded and active until completion.

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

1. **That** existing approved funding for the Works in Progress (WIP) Projects as listed in Schedule A shall carry forward into 2023; and
2. **That** upon project completion, the General Manager, Client Services/Treasurer shall return any residual capital funding to the original funding sources.

Enacted and passed this 13th day of February, 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

Schedule A - Capital Works-In-Progress

Capital Project	Department	ACCOUNT CODE	COST CENTER	WIP BALANCE
2022 WIP Projects				
Craig Street Reconstruction	Operations - Engineering	2-5-2000-8700	2202	408,190
Hugh Street Reconstruction	Operations - Engineering	2-5-2000-8700	2203	518,844
River Crossing 400mm Design	Operations - Engineering	2-5-4300-8700	2022	91,685
Design: Daniel St Signalization	Operations - Engineering	2-5-2350-8700	2104	28,894
DA Gillies Building - Fire Alarm & Sprinkler	Operations - Engineering	2-5-7350-8400	2107	74,240
Stanley Tourangeau Building - Monitored Alarm System	Operations / Fire	2-5-1750-8400	2205	15,000
Pump Station #2 Comms Upgrade	Operations - Environmental	2-5-4110-8400	2118	49,522
Nick Smith Centre - HVAC Replacement - RTU #1 (1993)	Operations / Recreation	2-5-7120-8400	2208	45,000
Nick Smith Centre - Pool Filtration System	Operations / Recreation	2-5-7120-8400	2209	39,310
Library Expansion	Operations - Engineering	2-5-7500-8400	2233	670,371
#78 Single Axle (2009) - move to Tandem	Operations - Roads & Services	2-5-2000-8500	2213	280,000
Vehicle Replacement - #10 Water Plant Van (2009)	Operations - Environmental	2-5-4310-8600	2218	35,000
Network Infrastructure - Modernization	Client Services - IT	2-5-1260-8500	2121	34,329
Telephone System Upgrade	Client Services - IT	2-5-1260-8500	2212	27,186
Digitization of Arnprior & District Museum Collection	Museum	2-5-7300-8200	2234	204,271
Malloch Road Cemetery - Columbaria Installation - Phase I	Operations / Client Services	2-5-5100-8300	2220	80,000
Design: Fairview Park	Operations / Recreation	2-5-7001-8300	2221	16,425
Design: Marshall Bay Meadows Phase I & II	Operations / Recreation	2-5-7001-8300	2222	25,783
Design: Waterfront Pathway Surfacing & Lighting	Recreation - Parks	2-5-7001-8300	2223	68,046
Design: Waterfront RSP Pedestrian Ramp to Beach	Recreation - Parks	2-5-7001-8300	2225	45,000
Waterfront Signage, Wayfinding & Interpretation Strategy	Recreation - Parks	2-5-7001-8300	2224	40,000
Development Charge Update	Client Services	2-5-1250-8900	2228	6,861
Transportation / Pedestrian Master Plan	Operations	2-5-2000-8900	2229	75,000
Recreation Master Plan	Recreation	2-5-7115-8900	2230	75,000
Affordable Housing Needs Study	Community Services Branch	2-5-8100-8900	2138	15,000
Water / Wastewater Rate Study	Client Services / Operations	2-5-4300-8900	2140	15,000
Water and Wastewater Master Plan	Operations - Environmental	2-5-4300-8900	2141	120,758
TOTAL 2022 Work-In-Progress				3,104,716

The Corporation of the Town of Arnprior

By-law Number 7358-23

A by-law to repeal and replace By-law No. 7263-22, as amended, a by-law to impose user fees or charges for services, activities or items for purchase.

Whereas in accordance with Section 11 (1) of the Municipal Act 2001, S.O. 2001, c. 25 as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas the Council of the Corporation of the Town of Arnprior has the authority to pass by-laws imposing fees or charges pursuant to Section 391 of the Municipal Act 2001, S.O. 2001, c. 25 as amended; and

Whereas these new and/or amended fees were tabled at the January 23rd, 2023 Regular Meeting of Council for public review and comment; and

Whereas Council of the Corporation of the Town of Arnprior deems it expedient to amend the User Fees and Charges By-law for the municipality.

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

1. **That** Schedules A-L be repealed and replaced with new Schedules A-L, attached hereto and forming part of this by-law, setting out the user fees and charges of the Corporation of the Town of Arnprior for the activities and services enumerated therein.
2. **That** except where otherwise indicated, the fees or charges as indicated in this by-law do not include applicable taxes, which will be added to the fee or charge.
3. **That** unless otherwise stated any fees or charges set out in the by-law which are not paid when due, may be subject to late payment charges payable at the rate of 1.25% on the first day of default (15% per annum) and every 30 days thereafter on the principle amount owing.
4. **That** where all or part of a fee imposed by this by-law related to real property within the Town of Arnprior remains unpaid for more than 90 days, such fee or charge shall be added to the tax roll for the property, which is owned, in whole or in part, by the person upon whom the fee or charge is imposed and shall be collected in a like manner as municipal taxes.
5. **That** unless otherwise stated, except by legislation or regulation, all fees or charges set out in this by-law shall be non-refundable.

6. **That** payment of any fee or charge in this by-law shall be in Canadian currency.
7. **That** the Chief Administrative Officer is authorized to resolve any conflict or ambiguity regarding the interpretation or applicability of this by-law.
8. **That** a review of this by-law be undertaken annually.
9. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and **passed** this 13th day of February 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

Schedule A – Administration and Finance Fees

Description	Fees
General Administration and Finance Fees	
Photocopies (per page)	\$0.20
Commissioner of Oaths - Resident	\$10.00
Commissioner of Oaths - Non-Resident	\$35.00
Meeting Room Rental Per Hour	\$12.50
Meeting Room Rental Half Day (3.5 hours)	\$25.00
Meeting Room Rental Full Day (7 Hours)	\$50.00
Lower Level Meeting Room – Hourly Evening Rental	\$12.50
Lower Level Meeting Room – Full Evening Rental	\$25.00
Tax/Water Certificate	\$63.00
New Tax Account	\$42.00
Ownership Change	\$20.00
Dishonoured Cheques	\$25.00
Merchandise	
Town Merchandise (Mugs, Hats, Shirts, Pins, Jackets, Sweaters, Etc.)	Cost Recovery + 5%
Municipal Freedom of Information (MFOI) Requests and Routine Disclosure	
MFOI Application Fee	\$5.00
MFOI Search and Preparation Time (each 15 minutes)	\$7.50

Schedule A – Administration and Finance Fees	
Description	Fees
MFOI Photocopies (per page)	\$0.20
MFOI Computer Programming Time (per ½ hour)	\$30.00
MFOI external electronic media/ device – i.e. CD, USB, etc. (per device)	\$10.00
Note: MFOI Fees estimated at over \$100 require a deposit of 50% of estimate	
Licensing Fees	
Marriage Licence - Resident	\$125.00
Marriage Licence – Non-Resident	\$150.00
Civil Ceremony – At Town Facility During Office Hours	\$175.00
Civil Ceremony – Outside Office Hours/ Off Site	\$300.00
Civil Ceremony – Officiant Attendance at Rehearsal	\$75.00
Civil Ceremony - Mileage	As per Canada Revenue Agency
Death Registrations (Burial Permit)	\$15.00
Death Registrations (Burial Permit) after hours	\$60.00
Lottery Licence (% of total prize value)	3%
Lottery Licence Amendments	\$10.00
Hawkers and Peddlers - Annual	\$500.00
Refreshment Vehicles/ Stands and Ice Cream Bicycle/Stand and Mobile Canteen	\$750.00 per year or \$62.50 per month

Schedule A – Administration and Finance Fees

Description	Fees
Old Gold and Precious Metal Dealer Annual Licence	\$200.00
Old Gold and Precious Metal Dealer Temporary Licence (1 week)	\$100.00
Pawnbroker Annual Licence (One Time Security Deposit of \$2,000 required to be held by the Municipality as per Pawnbrokers Act)	\$250.00
Clothing Donation Drop Box Annual Licence – Not For Profit/ Charity	No Charge
Special Event Licence (Municipal Property)	\$25.00 per day or part thereof, up to maximum of \$150.00
Market Vendor – Season (May 1 st to September 30 th)	\$50.00
Market Vendor – Daily 1 to 5 Markets	\$15.00 per day
Market Vendor – 6 to 10 Markets	\$10.00 per day
Market Vendor – 11 to 20 Markets	\$5.00 per day
Market Rotational Community Group Booth (1 use)	No Charge
Market Rotational Youth Booth (1 use)	No Charge
Market Vendor Access to a Generator (single connection) – fee subject to adjustment by the Treasurer for commodity price increases (fuel) and related costs	\$12.50 per day
Outdoor Sidewalk Patio Café (Non-Liquor Licensed) – Full Season	\$100.00
Outdoor Sidewalk Patio Café (Liquor Licensed) – Full Season	\$3.00 per square foot with a mandatory minimum fee of \$500.00 and up to a maximum fee of \$1,000.00

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

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

Schedule C – Fire Services	
Description	Fees
Fire Inspection Letter or Order, Fire Reports, Investigation Reports, Compliance Letters and Real Estate Records Search (plus MFIPPA fees where applicable)	\$100.00

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

Schedule D – Building Services	
Description	Fees
Building Fees	
Minimum Permit Fee – Residential	\$90.00
Minimum Permit Fee – Commercial/ Industrial/ Institutional	\$150.00
Building Permit – Residential	\$0.95 per square foot
Building Permit – New Residential – Non Living Space	\$0.42 per square foot
Building Permit – Commercial/ Industrial/ Institutional	\$0.75 per square foot
Renovation to Residential or Commercial or Institutional or Industrial (includes finished basement area in new home)	\$0.25 per square foot
Patio Deck Permit Fee	\$55.00
Additional Inspection Fee	\$90.00
Demolition Permit – for 5000 square feet	\$90.00
Demolition Permit – for each additional 1,000 square feet	\$20.00
Conditional Permit – Regular Permit fee plus:	\$400.00
Change of Use	\$200.00
Plumbing Permit – minimum fee	\$90.00
Plumbing Permit – per fixture	\$10.00
Revision to permit (re-examination fee)	\$250.00
Transfer of permit	\$90.00

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

Schedule E – Planning and Economic Development	
Description	Fees
Planning Services Fees	
Consent per new lot created, boundary adjustment or easement requested (not including retained parcel)	\$1,500.00
Minor Variance	\$1,500.00
Recirculation for Consent or Minor Variance	\$500.00
Deferral Fee for Consent or Minor Variance	\$300.00
Validation of Title	\$500.00
If Peer Review of any study is required – Peer Review Costs (\$5,000 deposit required)	Actual Costs
Zoning Amendment	\$2,000.00
Zoning Lifting of Holding	\$1,500.00
OP Amendment	\$2,000.00
Site Plan Applications (Fees plus Legal and Engineering Costs) (\$5,000 Deposit Required)	\$2,000.00
Site Plan Agreement Amendment	\$550.00
Subdivision Agreement (Fees plus Legal and Engineering Costs) (\$10,000 Deposit Required)	\$3,000.00
Subdivision Agreement Amendment	\$1,100.00
Review of Red Line changes to Draft Plan	\$800.00

Schedule E – Planning and Economic Development	
Description	Fees
Release of Site Plan Agreement Fee	\$300.00
Development Agreement	\$1,100.00
Compliance Reports	\$125.00
Deeming by-law	\$325.00
Part Lot control (per by-law) or amendment to Part Lot Control By-law for extension	\$600.00
Lifting of 0.3 m reserve – per block	\$400.00
By-law Requests (Encroachment By-law, Sign By-law Exemption, etc.)	\$325.00
Vehicle agency letters	\$100.00
Cash-in-lieu of Parking Agreement	\$325.00
Cash-in-lieu of Parking – per parking space	\$1,600.00
Condominium Approval (Fees plus Legal and Engineering Costs) (\$10,000 Deposit Required)	\$3,000.00
Condominium - Exemption	\$1,500.00
Draft Plan Approval Extension (Required Annually)	\$800.00
Purchase and Sale Process Fee for Purchase of Town-Owned Lands	\$325.00
Marketing and Economic Development Fees – Advertisements	
Business Card (Size (WxH): 3.5 inch x 2 inch)	\$100.00
¼ Page (Size (WxH): 3.75 inch x 5 inch)	\$200.00

Schedule E – Planning and Economic Development	
Description	Fees
½ Page (Size (WxH): 7.5 inch x 5 inch)	\$400.00
Full Page (Size (WxH): 7.5 inch x 10 inch)	\$600.00
Cover Half Page (Colour) (Size (WxH): 7.5 inch x 5 inch)	\$500.00
Cover Full Page (Colour) (Size (WxH): 7.5 inch x 10 inch)	\$700.00
Event sponsorship packages and alternate advertising fees will be determined by the Marketing & Economic Development Officer in consultation with the CAO to allow flexibility for other ad sizes and formats.	
Marketing and Economic Development Fees – Nick Smith Centre Advertising	
Nick Smith Centre Wall Ad – Annual	\$250.00 (one arena) \$350.00 (both arenas)
Nick Smith Centre Rink Board Ad – Annual - includes sponsorship of one public skate (one ad), two public skates (two ads)	\$500.00 (one arena) \$650.00 (both arenas)
Nick Smith Centre Ice Surface Ad – Annual - includes sponsorship of one public skate (one ad), two public skates (two ads)	\$750.00 (one arena) \$1125.00 (both arenas)
Display Screen Ad	\$40 / month, \$400 / year
Pool Wall Ad - Annual	\$250
Note: Advertiser is responsible for providing the physical signage.	

Schedule F – Public Works – Waste Management		
Description	Resident Fees	Non-Resident Fees
Landfill Tipping Fees		
Private Passenger Vehicle – Car, Mini-van, Small SUV	\$10.00	\$20.00
Up to ¾ Ton Pick-up, Full size van, large SUV, or Single-Axle Utility Trailer	\$30.00	\$60.00
Tandem-axle Trailer (Heavy Utility Trailer)	\$95.00	\$190.00
Single-axle Truck (Maximum 5 ton capacity)	\$300.00	\$600.00
Tandem-axle Dump Truck, or Single-axle Packer (i.e. garbage truck)	\$395.00	\$790.00
Tri-axle Dump Truck, Tandem-axle Dump Truck with pup, or Tandem-axle Packer (i.e. garbage truck)	\$690.00	\$1,380.00
Tractor-trailer	\$1,200.00	\$2,400.00
Roll-off Box (per cubic yard capacity)	\$20.00	\$40.00
Tipping Fee (per tonne)	\$80.00	\$160.00
Compacted Waste – per tonne or 2 times standard tipping fee	\$80.00	\$160.00
Tires – no rim	No Charge	No Charge
Tires – with rim	No Charge	No Charge
Freon Evacuation (items also require a disposal fee) (i.e: air conditioner, freezer, refrigerator, dehumidifier, water coolers)	\$40.00	\$80.00
Brush (i.e. shrubs, hedges, trees, large branches (over 1.5" diameter), stumps, roots, timber, and logs)	Tipping Fees Apply	Tipping Fees Apply
Leaf and Yard Waste (i.e. plants, flowers, compost, leaves grass clippings, small branches (less than 1.5" diameter), tree/shrub trimmings)	No Charge	Tipping Fees Apply

Schedule F – Public Works – Waste Management		
Description	Resident Fees	Non-Resident Fees
Blue Bin Recyclables (i.e. comingled, fiber and cardboard)	No Charge	Tipping Fees Apply
Christmas Trees (Expires January 31st after the Christmas Holiday)	No Charge	Tipping Fees Apply
Bulk purchases of 500 or more bag tags for registered charities or non-profit organizations. Re-sale or bag tags is prohibited (Residents Only)	\$1.50/tag	N/A
Electronic Waste (i.e. TV's, cell phones, printers, computer monitors, speakers)	No Charge	No Charge
Scrap Metals (Source Separated Metals)	No Charge	No Charge
Mattress or Boxspring (each)	Cost Recovery	2x Cost Recovery
Construction, Demolition, Renovation Waste	Cost Recovery	2x Cost Recovery
Other Waste Management Fees		
Requires a 'Bag Tag'	\$3.00	N/A
Recycling Blue Box Purchase – Residents Only (Note 1)	Cost Recovery	N/A
Composter Purchase – Residents Only (Note 1)	Cost Recovery	N/A
Garbage & Recycling – Annual Fee (Note 2)	\$150.00	N/A
<p>Note 1: The General Manager, Client Services/Treasurer is delegated authority to adjust to fees as they pertain to Cost Recovery items listed.</p> <p>Note 2: The ratio of the annual fee that is Garbage Fee versus Recycling fee is established annually based on the current year budget and will be adjusted by the Treasurer to reflect contractual obligations*</p>		

Schedule G – Public Works – Water / Wastewater

Water Rates	As of March 1, 2023
Commodity charge (per cubic meter) based on water rates multiplied by water consumption	\$1.78
Service Charge per month – 5/8" meter	\$22.31
Service Charge per month – 3/4" meter	\$30.49
Service Charge per month – 1" meter	\$53.06
Service Charge per month – 1.5" meter	\$94.27
Service Charge per month – 2" meter	\$152.68
Service Charge per month – 3" meter	\$274.81
Service Charge per month – 4" meter	\$636.19
Service Charge per month – 6" meter	\$1,234.44
Service Charge per month – 8" meter	\$1,960.29
Wastewater Rates	As of March 1, 2023
Commodity charge (per cubic meter) based on water rates multiplied by water consumption	\$1.22
Service Charge per month – 5/8" meter	\$16.06
Service Charge per month – 3/4" meter	\$21.95
Service Charge per month – 1" meter	\$38.20
Service Charge per month – 1.5" meter	\$67.87
Service Charge per month – 2" meter	\$109.92

Schedule G – Public Works – Water / Wastewater	
Service Charge per month – 3” meter	\$197.86
Service Charge per month – 4” meter	\$458.04
Service Charge per month – 6” meter	\$888.77
Service Charge per month – 8” meter	\$1,411.35
Description	Fee
Water/ Sewer Service Installation – Residential (main to property line to 30 feet)	
Standard 5” Sanitary Service, Standard 4” Storm Service and 3/4” Water Service	Actual Cost
Oversized Residential	
Installation of sanitary sewers, storm sewers and water lines to property lines	Actual Cost
Material, labour and machine costs for all installations	Actual Cost
Water/ Sewer Service Installation – Commercial	
Material, labour and machine costs for all installations	Actual Costs
Water Meter and Related Appurtenance	
New Water Meters	Actual cost
Replacement of Damaged Meters	Cost + 10%
Meter pit (excluding meter)	Cost + 10%
Relocation of Water Meter	Actual cost
Water Meter Accuracy Testing Deposit (for each test)	\$45.00

Schedule G – Public Works – Water / Wastewater	
Water Disconnection Charge (For Delinquent Accounts Only)	\$75.00
Water Connection Charge (For Delinquent Accounts Only)	\$75.00
Bulk Water	
Annual Registration Fee	\$100.00
Bulk Water Consumption Rate (per cubic meter) - Resident Rate	\$4.00
Bulk Water Consumption Rate (per cubic meter) - Non-Resident Rate	\$6.00
Note: Bulk water consumption rate is charged at 2.25 times the residential/non-residential consumption rate	

Schedule H – Public Works - Cemeteries

Description	2023 Rate			2024 Rate			2025 Rate		
	Lot	Care and Maintenance	Total	Lot	Care and Maintenance	Total	Lot	Care and Maintenance	Total
Sale of Plots – Resident Rate									
1 Grave Plot	\$780.50	\$520.50	\$1,301.00	\$796.00	\$531.00	\$1,327.00	\$812.00	\$542.00	\$1,354.00
2 Grave Plot	\$1,561.00	\$1,041.00	\$2,602.00	\$1,592.00	\$1,062.00	\$2,654.00	\$1,624.00	\$1,084.00	\$2,708.00
3 Grave Plot	\$2,341.50	\$1,561.50	\$3,903.00	\$2,388.00	\$1,593.00	\$3,981.00	\$2,436.00	\$1,626.00	\$4,062.00
4 Grave Plot	\$3,122.00	\$2,082.00	\$5,204.00	\$3,184.00	\$2,124.00	\$5,308.00	\$3,248.00	\$2,168.00	\$5,416.00
Cremation Plot	\$530.50	\$353.50	\$884.00	\$541.00	\$361.50	\$902.50	\$552.00	\$368.50	\$920.50
Sale of Plots – Non-Resident Rate									
1 Grave Plot	\$1,170.75	\$780.75	\$1,951.50	\$1,194.00	\$796.50	\$1,990.50	\$1,218.00	\$813.00	\$2,031.00
2 Grave Plot	\$2,341.50	\$1,561.50	\$3,903.00	\$2,388.00	\$1,593.00	\$3,981.00	\$2,436.00	\$1,626.00	\$4,062.00
3 Grave Plot	\$3,512.25	\$2,342.25	\$5,854.50	\$3,582.00	\$2,389.50	\$5,971.50	\$3,654.00	\$2,439.00	\$6,093.00
4 Grave Plot	\$4,683.00	\$3,123.00	\$7,806.00	\$4,776.00	\$3,186.00	\$7,962.00	\$4,872.00	\$3,252.00	\$8,124.00
Cremation Plot	\$795.75	\$530.25	\$1,326.00	\$811.50	\$542.25	\$1,353.75	\$828.00	\$552.75	\$1,380.75

Schedule H – Public Works - Cemeteries

Description	2023 Rate			2024 Rate			2025 Rate		
	Lot	Care and Maintenance	Total	Lot	Care and Maintenance	Total	Lot	Care and Maintenance	Total
Sale of Columbaria Niches – Resident Rate									
Level A Niche	\$1,369.00	\$242.00	\$1,611.00	\$1,396.50	\$247.00	\$1,643.50	\$1,424.50	\$251.50	\$1,676.00
Level B Niche	\$1,244.50	\$220.00	\$1,464.50	\$1,269.50	\$224.50	\$1,494.00	\$1,294.51	\$229.00	\$1,523.50
Level C Niche	\$1,131.00	\$200.00	\$1,331.00	\$1,154.00	\$204.00	\$1,358.00	\$1,177.00	\$208.00	\$1,385.00
Level D Niche	\$1,028.50	\$181.50	\$1,210.00	\$1,049.00	\$185.50	\$1,234.50	\$1,070.00	\$189.00	\$1,259.00
Level E Niche	\$935.00	\$165.00	\$1,100.00	\$953.50	\$168.50	\$1,122.00	\$972.51	\$172.00	\$1,144.50
Sale of Columbaria Niches – Non-Resident Rate									
Level A Niche	\$2,053.50	\$363.00	\$2,416.50	\$2,094.75	\$370.50	\$2,465.25	\$2,136.75	\$377.25	\$2,514.00
Level B Niche	\$1,866.75	\$330.00	\$2,196.75	\$1,904.25	\$336.75	\$2,241.00	\$1,941.75	\$343.50	\$2,285.25
Level C Niche	\$1,696.50	\$300.00	\$1,996.50	\$1,731.00	\$306.00	\$2,037.00	\$1,765.50	\$312.00	\$2,077.50
Level D Niche	\$1,542.75	\$272.25	\$1,815.00	\$1,573.50	\$278.25	\$1,851.75	\$1,605.00	\$283.50	\$1,888.50
Level E Niche	\$1,402.50	\$247.50	\$1,650.00	\$1,430.25	\$252.75	\$1,683.00	\$1,458.75	\$258.00	\$1,716.75

Schedule H – Public Works – Cemeteries Continued

Description	2023 Fee		2024 Fee		2025 Fee	
Interment Charges	Earth Burial	Niche	Earth Burial	Niche	Earth Burial	Niche
Interment - Adult (12+ Years)	\$790.50	N/A	\$806.50	N/A	\$822.75	N/A
Interment - Youth (Under 12 Years)	\$395.25	N/A	\$403.25	N/A	\$411.50	N/A
Interment - Cremated Remains	\$405.00	\$175.00	\$413.50	\$178.50	\$422.00	\$182.00
Disinterment Charges					Earth Burial	Cremated Remains
Disinterment and reburial in the same location/ removal from the cemetery					\$900.00	\$450.00
Disinterment and reburial in another location in the same cemetery					\$1,125.00	\$562.50
Disinterment and reburial in another Arnprior Municipal cemetery					\$1,350.00	\$675.00

Schedule H – Public Works – Cemeteries Continued

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

Schedule I – Public Works – Equipment and Other Charges

Description	Fee
Road Cut Permit Fees	
Permit Fee	\$20.00
Inspection Fee	\$55.00
Sewer Camera Services Fee	\$100.00
Internal Equipment Rate	Rates as per current Ontario Provincial Standards (OPSS) internal rate schedule
External Equipment Rate	Rates as per current OPSS external rate schedule

Schedule J – Public Works – Sewage Charges	
Description	Fee
Hauled Waste Fees – Annual Permit Fee	\$285.00
Hauled Waste Fees – Annual Permit Revision Fee (per revision)	\$165.00
Disposal Fees – Hauled Liquid Waste (in accordance with Section 6 of Bylaw 6227-13 as amended) – (per cubic meter)	\$3.60
Discharge Fees – Biochemical Oxygen Demand – (per kg)	\$1.66
Discharge Fees – Suspended Solids – (per kg)	\$0.88
Discharge Fees – Phenolic Compounds – (per kg)	\$1.66
Discharge Fees – Kjeldahl Nitrogen – (per kg)	\$6.60
Discharge Fees – Phosphorous – (per kg)	\$2.66
Discharge Fees – Uncontaminated water from a source other than the municipal distribution – (per cubic metre)	\$2.37
Administration Fees – Temporary Discharge Agreement Fee (Fees plus Legal and Engineering Costs -\$5,000 Deposit Required)	\$1,107.00
Administration Fees – Sanitary Sewer Agreement Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$788.00
Administration Fees – Sanitary Sewer Agreement Revision Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$118.00
Administration Fees – Compliance Program Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$1,107.00
Administration Fees – Compliance Program Revision Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$238.00

Schedule K – Recreation – Facility Usage

Description	Fee
Arena – Seasonal Contract & Casual Rental Hourly Ice Rates	
	As of April 1, 2023
Junior A Packers	\$175.00
Winter Prime Time & All Summer Ice – Resident, Adults	\$180.25
Winter Prime Time & All Summer Ice – Resident, Minors & Seniors	\$134.00
Winter Prime Time & All Summer Ice – Non-Resident, Adults	\$270.00
Winter Prime Time & All Summer Ice – Non-Resident, Minors & Seniors	\$201.00
Winter Non- Prime – Resident, Adults	\$151.50
Winter Non- Prime – Resident, Minors & Seniors	\$108.00
Winter Non- Prime – Non-Residents, Adults	\$227.50
Winter Non- Prime – Non-Resident, Minors & Seniors	\$162.00
Winter Early Morning Ice (pre 8:30 a.m.)	\$85.00
Ice Discounts	
Last Minute (within 72 hours of rental, not applicable on Early Morning Ice)	30%
Late Ice (11:00 pm to midnight)	50%
Tournament Rates – Ice (Daily) – Resident, Adults (up to 12 hrs of ice)	\$1,802.50
Tournament Rates – Ice (Daily) – Resident, Minors & Seniors (up to 12 hrs of ice)	\$1,340.00
Tournament Rates – Ice (Daily) – Non-Resident, Adults	\$2,703.73
Tournament Rates – Ice (Daily) – Non-Resident, Minors & Seniors	\$2,010.00

Schedule K – Recreation – Facility Usage	
Description	Fee
Slab Rental	
Hourly Rate (Community Groups or Leagues; No Set Up)	\$62.50
Daily Rate – Resident	\$625.00
Daily Rate – Non-Resident	\$812.50
Set-up / Tear Down - Daily Rate	Cost Recovery
Hydro Fees and Set Up - Daily Rate	Cost Recovery
Electrical Fees - Inside & Outside Panel Per Event	Cost Recovery
Public Skating	
Public Skating – Adult (16-60 Years)	\$3.00
Public Skating – Infants (0-2 Years)	No Charge
Public Skating – Children (3-15 Years)	\$2.50
Public Skating – Seniors (60+ Years)	\$2.50
Shinny Hockey	
Shinny Hockey – Hourly Rate Per Person (16 Years & Over)	\$5.00
Jr. Shinny Hockey – Hourly Rate Per Person (15 Years & Under)	\$4.00
Nick Smith Centre Community Hall	
Hall Rental Fee - Hourly Rate	\$40.00

Schedule K – Recreation – Facility Usage	
Description	Fee
Set Up/Tear Down Fee - Hourly Rate (Applied to any setup that is beyond setup of tables and chairs)	\$25.00
Hall Rental Fee - Daily Rate	\$350.00
Hall Rental Fee with Bar Services - Daily Rate	\$450.00
Hall Rental Fee with Bar Services – Hourly Rate (Minimum 3 hour rental)	\$100.00
Security and Damage Deposit – Daily (Fee to secure rental and is fully refunded barring damages)	\$200.00
Swimming Pool Rental – Per Hour	
Basic Fee – Resident	\$81.00
Basic Fee – Non-Resident	\$121.50
Staff Fee – Per Guard (1:10 Ratio)	\$29.50
Basic Fee – Club & School Rentals	\$70.50
Lock Rentals Per Hour	
Lock Rental (Single Day Only)	\$1.00 (\$5.00 rental fee; \$4.00 rebate upon lock return)
Swim Club Locker Rental (Members Only)	\$15.00 (season)
Swimming Lessons	
Children’s Lessons – Parents & Tots – Resident	\$90.00
Children’s Lessons – Parents & Tots – Non-Resident	\$135.00

Schedule K – Recreation – Facility Usage

Description	Fee
Children's Lessons – Pre-School - Resident	\$100.00
Children's Lessons – Pre-School – Non-Resident	\$150.00
Children's Lessons – Swimmer Level 1-3 – Resident	\$100.00
Children's Lessons – Swimmer Level 1-3 – Non-Resident	\$150.00
Children's Lessons – Swimmer Level 4-6 – Resident	\$110.00
Children's Lessons – Swimmer Level 4-6 – Non-Resident	\$165.00
Children's Lessons – Patrol Level – Resident	\$120.00
Children's Lessons – Patrol Level – Non-Resident	\$180.00
Children's Lessons – Small Group Rates – Resident	\$128.00
Children's Lessons – Small Group Rates – Non-Resident	\$192.00
Children's Lessons – Semi Private Lessons – Resident	\$154.00
Children's Lessons – Semi Private Lessons – Non-Resident	\$231.00
Children's Lessons – Individual Private Lessons – Resident	\$190.00
Children's Lessons – Individual Private Lessons – Non-Resident	\$285.00
Adult Lessons – Resident	\$116.00
Adult Lessons – Non-Resident	\$174.00
Adult Lessons – Per Class – Resident	\$10.00
Adult Lessons – Per Class – Non-Resident	\$15.00
Aquafit – Full Session (10-Week Program) – Resident	\$90.00
Aquafit – Full Session (10 Week Program) – Non-Resident	\$135.00

Schedule K – Recreation – Facility Usage	
Description	Fee
Aquafit – Punch Card – 10 Classes – Resident	\$100.00
Aquafit – Punch Card – 10 Classes – Non-Resident	\$150.00
Aquafit – Drop In Cost Per Class	\$15.00
Public Swimming	
Public Swim Admission – Under 2 Years	No Charge
Public Swim Admission – Children (Under 16 Years)	\$3.50
Public Swim Admission – Adults (16+ Years)	\$4.50
Public Swim Admission – Seniors (60+ Years)	\$3.50
Seasonal Aquatic Programming	
Aquatic Fitness/ Therapeutic Classes – Per Class (Fee Varies Per Program – See Nick Smith Centre for Details & Specific Program Pricing)	\$8.50-\$15.00
Punch Cards	
Public / Lane Swim Punch Card (10 Swims) – Child (15 & Under) / Seniors (60+ years) – Resident	\$30.00
Public / Lane Swim Punch Card (10 Swims) – Adult (16+ Years) - Resident	\$40.00
Robert Simpson Park	
Use of Gazebo Only – Resident (4 Hours, includes access to power box)	\$93.50
Use of Gazebo Only – Non-Resident (4 Hours, includes access to power box)	\$140.25
Use of Gazebo Per Hour, Beyond 4 Hours (includes access to power box)	\$25.00

Schedule K – Recreation – Facility Usage	
Description	Fee
Use of Gazebo – Resident (4 Hours, including chairs, tables, sound system, set up & tear down)	\$443.00
Use of Gazebo – Non-Resident (4 Hours, including chairs, tables, sound system, set up & tear down)	\$664.50
Licensed Event	Negotiated Rate
Ball Diamonds	
Adult Leagues – per hour	\$24.00
Minor Leagues – Recreation Affiliates – per hour	\$16.00
Minor Tournaments – per Day/per Diamond	\$160.00
Minor Tournaments – Friday-Sunday /per Diamond	\$240.00
Adult Tournaments – per Day/per Diamond	\$240.00
Adult Tournaments – Friday-Sunday /per Diamond	\$360.00
Marina	
Slip Rental for the season (per foot) - Resident	\$32.50
Slip Rental for the season (per foot) – Non Resident	\$45.50
Slip Rental for the month (per foot) - Resident	\$17.00
Slip Rental for the month (per foot) – Non Resident	\$23.80
Daily Docking	\$15.00
Daily Docking – Non Resident	\$21.00

Schedule K – Recreation – Facility Usage	
Description	Fee
Refundable Key Deposit	\$25.00
Daily Launch	\$10.00
Seasonal Launch Pass	\$100.00
Birthday Parties	
Birthday Party: 1 hr swim	\$140.00
Birthday Party: 1 hr private skating	\$130.00
Birthday Party: 1hr community hall	\$40.00
Birthday Party: 1hr pool + 2hr community hall	\$200.00
Birthday Party: 1hr ice + 2hr community hall	\$190.00
Customized packages may be arranged. For booking please call at least 14 days in advance.	
Recreational Programming	
Recreation program fees and lending hub rates are variable and set by Director of Recreation in consultation with the GM Client Services / Treasurer based on forecasted revenues/ expenses and the annual Council approved operating budget.	

Schedule L – Museum Services

Description	Fee
Admission Fee	By Donation
School Groups Admission – Per Person	\$3.00
Photocopy of Archived Picture or Document	\$25.00
Reception Venue Rental	\$250.00
Special Event Venue Rental / Per Hour	\$50.00
Set Up/Tear Down Fee - Hourly Rate	\$25.00
Special Event Damage Deposit	\$200.00
Museum program fees are variable and set by the Manager of Culture/Curator in consultation with the GMCS/Treasurer based on forecasted revenues/expenses and the annual Council approved operating budget.	

**The Corporation of the
Town of Arnprior**

By-law Number 7359-23

A By-Law of the Corporation of the Town of Arnprior to authorize the Mayor and Clerk to execute a subdivision agreement for Phases 3 and 4A of 47-T-14002 with the subdivider, Marshalls Bay Regional Inc.

Whereas by virtue of subsection 26 of Section 51 of the Planning Act, R.S.O. 1990, ch.P.13, municipalities may enter into agreements imposed as a condition to the approval of a plan of subdivision;

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

1. **That** the Mayor and Clerk be and are hereby authorized and required, after the passing of this By-law, to execute on behalf of the Corporation of the Town of Arnprior, a Subdivision Agreement for Phases 3 and 4A of the Marshall's Bay Meadows subdivision (47-T-14002) with the developer, Marshall's Bay Regional Inc.
2. **That** the CAO in consultation with the Town Solicitor is authorized to finalize all documentation necessary for the Mayor and Clerk to execute the Subdivision Agreement pursuant to Section 51(26) the Planning Act and in accordance with the Delegation of Authority By-law.
3. **That** this By-law shall come into full force and effect on the day of its passing.

Enacted and passed this 13th day of February 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

TOWN OF ARNPRIOR
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made , 2023.

BETWEEN:

MARSHALL’S BAY REGIONAL INC

Hereinafter called the “Owner”

OF THE FIRST PART

AND:

CORPORATION OF THE TOWN OF ARNPRIOR

Hereinafter called the “Town”

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands which are more particularly described in Schedule “A” of this Agreement;

AND WHEREAS the Owner has applied to the County of Renfrew for approval of a Plan of Subdivision, pursuant to Section 51 of the *Planning Act*, R.S.O, 1990, Chap. P. 13., as amended and approval has been granted by the County subject to conditions and the execution of this Agreement;

AND WHEREAS the Owner and the Town have agreed to certain matters hereinafter expressed relating to the planning, development and phasing of the said Plan of Subdivision;

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar of lawful money in Canada paid by the Owner to the Town, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. **IN THIS AGREEMENT:**

“**ACCEPTANCE**” shall mean the date on which the Town accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

“**AGREEMENT**” shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

“**APPROVAL**” shall mean the date on which the Town is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Town, and further referred to in this Agreement;

“**COUNCIL**” shall mean the Council of the Town;

| “**DIRECTOR**” shall mean the General Manager, Operations of the Town or delegate;

“**LANDS**” shall mean the lands defined in Section 2.1.

“LANDSCAPE ARCHITECT” shall mean a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

“MAINTAIN” includes operation, repair, replace or reinstate;

“MUNICIPAL SOLICITOR” shall mean the solicitor of the Town or his/her designate;

“OWNER” or “OWNERS” includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner or Owners;

“ONTARIO LAND SURVEYOR” shall mean a surveyor licensed to practice in Ontario by the Association of Ontario Land Surveyors;

“PLAN or PLAN OF SUBDIVISION or SUBDIVISION” shall mean the Plan of Subdivision submitted by the Owner for approval and includes the lands described in Schedule “A”;

“PROFESSIONAL ENGINEER” shall mean an engineer in good standing with the Ontario Association of Professional Engineers;

“ROAD” shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on a Plan of Subdivision. The use of “Streets” or “Public Highway” shall be synonymous with “Road”;

“TOWN” shall mean the Corporation of the Town of Arnprior and includes its successors and assigns and its officers, employees, agents and contractors;

“TOWN SPECIFICATIONS or STANDARDS” shall mean the detailed description of construction, materials, workmanship and standard of work to be carried out by the Owner as prescribed by the Town and as amended from time to time by the Town and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;

“TOWN TREASURER” shall mean the treasurer of the Town or his/her designate;

“WATER/WASTEWATER PLANT” shall mean the installation of watermains, sewer mains, services, meters, remote reading systems and appurtenances;

“WORKS” includes those services, installations, structures and other works listed in and required by this Agreement.

2. GENERAL REQUIREMENTS

2.1 Lands

The lands to which this Agreement shall apply are those particularly described in Schedule “A”.

2.2 Scope of Works

The Owner shall construct and install all the Works set out in Schedule “B” and as shown on the approved construction drawings on or before the fifth anniversary date of the registration of the Plan of Subdivision. The said Works shall be constructed and completed at the Owner’s sole expense and in accordance with the Town Specifications. The Owner shall, at its expense, arrange for the relocation of all existing services made necessary by the construction of the Works in the Subdivision and to the satisfaction of the Town.

2.3 **Municipal Covenants**

The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses which shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands for the benefit of the lands in the Subdivision:

- (a) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on his part, the Director may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Director may cause the damage to be repaired and shall recover the cost of the repair plus thirty (30%) percent of the cost for supervision and thirty (30%) percent of the cost for administration under the *Municipal Act, 2001, S.O. 2001, c.25 as amended* in like manner as municipal taxes.
- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not request nor will the Town be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and first lift of asphalt on which such land fronts have been carried out and have received approval of the Director; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall Town road network and until the whole or such portion of the mass earth moving or general grading as the Director deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the Director the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Director on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works.
- (c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders to pervious areas where sufficient area are available. Grassed areas receiving roof run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director.
- (d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, without the written consent of the Director and further the purchaser will maintain any such alterations approved by the Director.
- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not plant ash (any species or varieties), poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the Director within the lands to which this Agreement applies nor adjacent lands in its ownership.

2.4 **Notices to Purchasers**

The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses:

- (a) The purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Director.
- (b) The purchaser acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant.
- (c) The purchaser acknowledges that the school accommodation pressures exist in the school board schools designated to serve this Subdivision, which pressures are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (d) The purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post and in accordance with approved construction drawings.
- (e) The purchaser of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the Town's approval process.
- (f) The purchaser of any lot or block hereby acknowledges that he has been advised of:
 - (i) an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block;
 - (ii) the proposed location of the potential bus routes including temporary possible bus shelters and pads and paved passenger standing areas or bus stops;
 - (iii) the proposed location for the community mailboxes within the Subdivision and notice that this location is subject to change at the discretion of Canada Post;
 - (iv) the proposed grading and landscaping for the lot or block;
 - (v) the proposed driveway location;
 - (vi) the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot; and
 - (vii) the approved zoning map for the Subdivision.
- (g) The purchaser further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the Town's approval process. The Owner shall have the purchaser sign an acknowledgment that he has been advised of this information.
- (h) Purchasers/tenants are advised that due to the proximity of the adjacent industrial facilities, noise from the industrial facilities may at times be audible; and and

- (i) The City of Ottawa or its assigns or successors in interest have rights-of-way within 300 metres from the land the subject thereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). The City of Ottawa nor the railways will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of way.
- (j) The purchaser acknowledges that the Lands are served by drainage facilities and works to be installed on adjacent property used as a railway corridor which is owned by the City of Ottawa. The purchaser further acknowledges and agrees that the Town may impose a Special Area Levy pursuant to section 326 of the *Municipal Act, 2001, S.O. 2001, c.25 as amended* in respect of the costs of providing such drainage services. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the City of Ottawa and be submitted by a drainage report to the satisfaction of the City of Ottawa.
- (k) The Transferee covenants with the Transferor that the above clauses, verbatim, shall be included in all subsequent Agreements of Purchase and Sale and deeds conveying the lands described herein, which shall run with the said lands and is for the benefit of the subsequent owners of the said lands and the owner of the adjacent road.

2.5 **Information for Sales Offices and Public Signage**

2.5.1 The Owner shall display in a conspicuous place in all sales offices established for the sale of buildings or lands within this Subdivision all of the plans listed below:

- (a) a Zoning Map or Schedule displaying current zoning of all lands in and adjacent to the subject Subdivision;
- (b) a print of the registered Plan of Subdivision;
- (c) overall development plan for the area within which the subject plan is located. Any vacant school sites reserved or purchased by the School Board on this development plan shall be marked clearly as POSSIBLE SCHOOL/ ALTERNATE USE;
- (d) a print of the approved Landscaping Plan and/or Tree Preservation Plan;
- (e) a print of an overall plot plan or equivalent showing the following information for each lot or block on the Plan:
 - The approved Grading and Drainage Plan;
 - Any easement plans;
 - All above ground services and utility locations;
 - Sidewalk locations, if any.

2.5.2 The Owner agrees to erect and maintain at its sole expense signage at all entrances into the Subdivision advising the public that the roads are not accepted and that the Town has no legal requirement to maintain the roads. The sign shall state: "Construction Zone – Road Hazards May Exist – Use with Caution."

2.6 **Engineering Services**

2.6.1 **General**

The Owner shall prepare and furnish, at its own cost, all plans, specifications, calculations, contours, or other information pertaining to the Works which may be required by the Director and shall also prepare and submit to the Director estimates of the quantities and costs of the Works, and substantiate same to the Director if requested. In all respects, the specifications used for the Works shall be equivalent to or exceed Town Specifications and, in all cases, be acceptable to the Director.

2.6.2 Professional Engineer

The Owner shall employ Professional Engineers registered by the Association of Professional Engineers of Ontario to carry out the following with respect to all of the Works, as may be required by the Director:

- (a) preparing and supplying design plans and drawings;
- (b) preparing specifications;
- (c) obtaining approvals in conjunction with the Town;
- (d) supervising layout and construction;
- (e) maintaining records of construction; and
- (f) preparing and supplying as-built drawings in UTM NAD 83 Zone 18 coordinate system or other such form or format as may be required by the Town.

2.6.3 On Site Inspection

The Owner shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Works and the Director shall have the right at all times to inspect the installation of the Works. Should it be found, in the sole opinion of the Director that such personnel are not on site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with approved plans or Specifications and in accordance with the good engineering practice, then the Director may order all Works in the Subdivision to be stopped.

2.6.4 Testing of Works

The Director may have any qualitative or quantitative tests made, and the cost of such tests shall be paid by the Owner within 30 days of the account being rendered by the Town, provided that nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering practice and Town Specifications and Standards. The Owner shall be required to pay to the Town, by cash or certified cheque all costs related to all quantitative testing, data collection and other required tests undertaken by the Town as detailed by Town Specifications. The initial network testing shall be administered by the Town and completed during the maintenance period.

3. CONSTRUCTION REQUIREMENTS

3.1 Ministry of the Environment Certification

The Owner acknowledges and agrees not to commence any work on the construction of the Works until it has received approval from the Ministry of the Environment or its successor and a Notification to Commence Work issued by the Town, where applicable.

3.2 Schedule of Works

- (a) All underground services as set out in Schedule “B”, including service connections, shall be installed within 24 months of the date of registration of the Plan of Subdivision, unless otherwise approved by the Director. Underground services required to serve land outside the Subdivision shall be installed within 24 months of registration, unless otherwise approved by the Director.
- (b) Granular road base construction may commence immediately following the completion of the underground services and shall be completed not later than six months after Approval of the underground services unless otherwise approved by the Director.
- (c) Base course asphalt shall be constructed within six months of the completion of the granular road base, unless otherwise approved by the Director.
- (d) Wear course asphalt shall not be installed any earlier than six (6) months from the time of Approval of the base course asphalt or until such time as sufficient lots fronting onto the Road have been developed to the satisfaction of the Director, but in any case wear course asphalt shall be installed and completed to the satisfaction of the Director not later than five (5) years from the date of registration of the Plan of Subdivision.
- (e) Under-pavement ducts shall be installed prior to placement of base course asphalt or installed by trenchless methods for telephone and cablevision plant.
- (f) Streetlights shall be installed and operational prior to occupancy of any dwelling which takes access from or via said street, or as soon thereafter as is practical. Lawn lamps, if applicable, shall be installed and operational prior to occupancy of any dwelling to which they are attached.
- (g) Open space and parkland shall be constructed in conjunction with the placement of base course asphalt or at such date as approved in writing by the Director, and according to plans approved by the Director.
- (h) Temporary street name signs, if required, and base course asphalt shall be installed prior to issuance of building permits for any building unit which takes direct access from the said Street.
- (i) Sidewalks and pathways that abut a lot shall be constructed immediately after the completion of rough grading of the lot which they abut and immediately prior to the placement of fill and topsoil on the said lot. Sidewalks and pathways in park blocks and open spaces shall be constructed in conjunction with the placement of base course asphalt or at such date as approved in writing by the Director, and according to plans approved by the Director.
- (j) Boulevard and lot sodding and tree planting associated with any lot or block shall be completed as soon after occupancy as possible for a single or double unit, or as soon as one unit is occupied of a multiple unit building. The lot grading work will be completed up to the minimum underside of topsoil elevations on the lot or block prior to occupancy.
- (k) Landscape buffer/screening and noise barriers shall be constructed prior to occupancy of a unit situated on the lot or block abutting the Road where buffers, screening and/or noise barriers are required.
- (l) Notwithstanding what has been written in this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits should all read “weather permitting”. The Director shall be the sole authority as to the possibility of weather conditions negatively impacting the proposed Works and permitting the Works to proceed.

- (m) The Owner shall implement the mitigation measures outlined in the “Environmental Impact Study – Updated” report prepared by Muncaster Environmental Planning Inc. Dated February 5, 2014 and the Species at Risk Assessment Update, Phases 3, 4 and 5 of Marshall’s Bay Meadows Subdivision, File Ref. No. 64819.04 - Rev. 0 prepared by Muncaster Environmental Planning Inc., June 18, 2021

3.3 **Protection of Public Lands**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision, and furthermore, it shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said public lands, other than Roads, without the prior consent of the Town. The Owner shall cause the lands transferred to the Town for park purposes, as set out in Schedule “E”, to be identified by permanent markers and, if required, temporary markers at the Owner’s expense. The Owner shall install and maintain temporary fencing adjacent to the lands to be transferred to the Town for park purposes. The markers and temporary fencing shall be of a type and placed in such locations and at such times satisfactory to the Director.
- (b) With respect to dumping by local residents, the Town shall make a reasonable effort in conjunction with the Owner to restrain local residents from using public lands as a debris depository. The Owner, at its expense, shall install “No Dumping” signs on public lands to the satisfaction of the Director.
- (c) In the event that topsoil has been removed from public lands prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the Director to provide cover for the site to a depth specified by the Town, and the Owner shall level and grade such topsoil as required by the Town. Similarly, trees or shrubs which have been, or are hereafter removed from the parkland site in contravention of this Agreement shall, at its option, be replaced by the Town at the expense of the Owner with nursery stock or a variety and quality equivalent to or better than the trees and/or shrubs removed.

3.4 **Inspection of Works**

Employees or agents of the Town shall have the right at all times to free and uninterrupted access to any and all parts of the Subdivision for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor an Acceptance of any of the said Works by the Town nor any assumption by the Town of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement.

3.4.1 **Approval of Works**

Upon the completion of any section of Works as itemized in Schedule “B” or a portion of any section as agreed to by the Director, in accordance with the specifications and upon the preparation of such Works for inspection, which preparation shall include testing in accordance with the Town Specifications, the Owner may apply to the Director. Prior to receiving Approval, the Director may require a televised examination, leakage and other testing of the Works.

As soon as possible after the receipt of an application for Approval of any Works, the Town shall cause the Works to be inspected and shall furnish the Owner with a list of deficiencies, if any, for the Works, or the Director shall give the Works Approval in writing. If the Town furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and

the Town shall give the Works Approval upon being satisfied that those deficiencies have been corrected.

The Town shall not be required to make any inspections or perform any tests between November 1 and April 1 of the following year and shall not be required to issue a Certificate of Final Acceptance based on tests performed in such period, unless otherwise agreed.

In the event that the Town has not given such Approval and has not provided the Owner with a list of deficiencies within 60 days of application for Approval, the Works for which Approval was applied shall be deemed to have received Approval. Approval shall not release the Owner from any obligation or constitute Acceptance of any Work.

In the event that the Town has provided the Owner with a list of deficiencies for any Works, the Owner shall correct those deficiencies and notify the Town when those deficiencies are being corrected so the Town may be in attendance, and then the Owner may re-apply to the Town for Approval of the Works. As soon as possible after the receipt of a re-application for Approval of the Works, the Town shall cause the Works to be inspected and shall again furnish the Owner with a list of deficiencies, if any, for the Works, or shall give the Works Approval. If the Town again furnishes the Owner with a list of deficiencies for the Works the Owner shall correct those deficiencies for the Works and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance, and the Town shall give the Works Approval only upon being finally satisfied that all deficiencies have been corrected.

In the event that the Owner has re-applied for Approval and the Town has not given such Approval and has also not provided the Owner with a list of deficiencies within 40 days of the re-application for Approval, the Works for which Approval was applied shall be deemed to have received Approval. Upon the Approval of any Works and subject to Schedule D(5), the Town shall authorize the reduction of any security for those Works given in accordance with Schedule D(5) of this Agreement.

3.4.2 Maintenance of Works

The Owner shall maintain all underground services, Roads and Works, not including hydro, telephone and cablevision services, installed pursuant to this Agreement until Acceptance is given. The Owner shall maintain vacant land within the Plan of Subdivision in a condition acceptable to the Director. The Owner shall respond to any flooding occurring throughout the Subdivision and provide the necessary Works required to alleviate the flooding. The Owner shall reinstate any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during the construction of Works or building on the lands relating to any services and Works, which may appear prior to Acceptance.

3.4.3 Acceptance of Works

Subject to the provisions of this Section, the Owner may apply for Acceptance of the Works upon the expiry of the one-year warranty period, from the date of Approval of the Works.

- (a) Before applying for Acceptance of the Works, the Owner shall furnish the Town with the following documents:
 - (i) Electronic and paper copies of all design and as-built drawings and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datums.
 - (ii) Certification that the rough grading complies with the approved Drainage and Grading Plan. This certification shall be completed by the consulting civil engineering firm responsible for the design of the approved Drainage and Grading Plans as specified in Schedule F of this Agreement. The Owner shall submit an as-built grading plan showing such elevations and

datum to the satisfaction of the Town and evidence that grades have been approved and certified by a Civil Engineer or an Ontario Land Surveyor.

- (iii) A certificate by an Ontario Land Surveyor, that after the completion of the Subdivision Works, all Standard Iron Bars (which define property boundaries and right-of-way alignments) have been found in accordance with the registered Plan.
 - (iv) Statutory declaration that all accounts for Works, services and materials supplied have been paid, except construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner.
 - (v) Written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act of Ontario*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.
- (b) Before Acceptance of a sanitary sewer and a storm sewer, the Town will require a television examination, and in the event of a blockage or debris being identified, the Owner shall remove at its expense any soil, sludge and other foreign material lodged in the sewer and re-camera the pipe. The Owner shall, at its expense, carry out the television inspection within 60 days prior to the expiry of the warranty period, between Approval and Acceptance. Upon completion of the televised inspection, the Owner shall provide, to the Director, a copy of the television inspection report acceptable to the Town Standards. The Owner shall give 72 hours prior notification to the Director of its intention to commence television examination of a sewer or sewers.
- (c) Upon the receipt of the sewer system television examination report, the Town shall determine forthwith the extent of repairs, if any, required by the Owner in order to bring the sewer into compliance with the Town Specifications and shall within 21 days of receipt of the report provide the Owner with a deficiency list. Repairs required to be carried out by the Owner shall be done under the supervision of the Town. Any Works not examined by the Town prior to backfilling shall require re-excavation at the cost of the Owner. If the extent of the repair has been extensive in the opinion of the Town, that further examination of it is required, then a further television and site inspection will be conducted by the Town at the expense of the Owner.
- (d) Not later than 30 days after the receipt of an application for Acceptance of any Works, the Town shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Town shall furnish the Owner with a list of deficiencies, if any, for the Works or Acceptance of the Works. If the Town furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the Town for Acceptance of the Works, subject to and in the manner provided in Clause 3.4.3 hereof.
- (e) When the Town is satisfied that all such deficiencies have been corrected in accordance with this Agreement, that all Town accounts have been paid, and that all financial requirements as herein provided have been met, the Town shall provide Acceptance of the Works.

- (f) Upon the issuance of a Certificate of Acceptance of the Works, the ownership of the Works shall vest in the Town.
- (g) Forthwith after the Acceptance of the Works, the Town shall authorize the release of any security for the Works.

3.5 **Remedy for Default of Works**

If, in the opinion of the Director:

- (a) the Owner fails to install any Works within the time specified in Clause 3.2 or at such later time as is requested by the Owner and approved by the Director in writing; or
- (b) should the Owner having commenced to install Works fail to proceed with reasonable speed or fail to install the Works in accordance with the terms of this Agreement; or
- (c) should the Owner be executing the Works carelessly or in bad faith, or should the Works so installed be faulty; or
- (d) should the Owner neglect or fail to renew or again perform such Works as may be rejected by the Director as being or having become defective or unsuitable; or
- (e) should the Owner fail to carry out any maintenance required under this Agreement; or
- (f) should the Owner in any manner, in the opinion of the Director, make default in the performance of any of the terms of this Agreement;

then in such case the Director shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of 5 days after such notice, then in that case the Director, shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workers as in its opinion shall be required for the proper completion of the Works at the cost of the Owner or its surety, or both. The Director, shall be at the sole authority as to the extent of the Works required to be completed.

If the Town enters the Subdivision for any such purpose without notice in the event of an emergency, it shall give written notice to the Owner as soon as it is practical to do so thereafter. The cost of such Works shall be calculated by the Director, whose decision shall be final and shall include a management fee of thirty (30%) percent of the value of dislocation and inconvenience caused to the Town as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Town would not have executed this Agreement. The Owner shall pay the cost of the Works forthwith upon demand by the Town. Nothing in this clause shall require the Town to carry out any such Works or maintenance whatsoever. Any entry by the Town upon the Subdivision for purposes of this clause shall not constitute an Acceptance of any Works by the Town. The Director shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the Town.

If for reasons beyond the Owner's control such as the availability of materials, strikes, Act of God or Act of the Public Enemies, the Owner is prevented from finishing any Works within the time so specified, the Owner may apply to the Director for consent to extend the time for finishing the Works without forfeiting any relevant security, and the Director shall not unreasonably withhold such consent.

3.6 **Wastewater Plant**

The Owner shall construct a sanitary and storm drainage system, if required, including lot sewer services from the sewers to the street line inclusive of all appurtenances to service the lands in the Subdivision according to the design and Town Specifications and Standards. The Owner shall maintain such sewers, including clearing of any blockages or debris until Acceptance is granted by the Town. The construction and installation of all such sewers shall be subject to the approval of the Director. All sewers shall be constructed to an outlet according to the approved designs. All sewers shall be of sufficient size, depth and at locations within the limits of the Subdivision, or on adjacent road allowances, to service lands outside the Subdivision which will, in the opinion of the Director, require the use of the Subdivision sewers as trunk outlets.

3.7 Water Plant

The Owner shall construct watermains, if required, including lot services from the watermain to the street lines inclusive of all appurtenances to service the lands in the Subdivision according to the design and Town Specifications and Standards.

3.8 Utilities

- (a) The Owner shall enter into an electrical distribution agreement with the appropriate authority to provide for underground services, to arrange with telephone and cablevision carriers for the installation of such underground services to the Subdivision, and for the provision of easements with respect to such installations at no expense to the Town and in accordance with the terms, conditions and specifications laid down by the said authority.
- (b) The Owner is responsible for preparing a Composite Utility Plan that allows for the safe installation of all utilities, including required separation between utilities.
- (c) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
- (d) The Owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of gas lines.
- (e) It is understood that the natural gas distribution system will be installed within the proposed road allowance. In the event that this is not possible, easements will be provided by the Owner, at no cost to Enbridge Gas Distribution Inc.
- (f) In the event of any conflict involving facilities or easements of Bell Canada requiring relocation of such facilities, the Owner agrees that the Owner shall be responsible for the relocation of such facilities or easements.

3.8.1 Composite Utility Plan

The Owner shall be required to coordinate the preparation of an overall Composite Utility Plan showing the location and installation, timing and phasing of all required utilities through liaison with the appropriate electric, gas, telephone and cablevision authorities and shall include on-site drainage facilities and the location of Canada Post mail facilities and streetscaping. The Composite Utility Plan shall be to the satisfaction of all affected authorities and shall be prepared and approved prior to the installation of any of the service and lateral connections for any of the affected utilities.

3.8.2 Relocation of Utilities

The Owner covenants and agrees to pay all costs associated therewith to the satisfaction of the appropriate utility authority, where the relocation or removal of any existing on-site and/or

adjacent utility facility, including electrical, gas, water, sewer, telephone and cablevision is required as a direct result of this Subdivision.

3.9 **Roads**

The Owner shall construct the Roads in the Subdivision in accordance with Town Specifications and Standards. The Owner shall, where required by the Director, construct and maintain a minimum of two accesses to the Subdivision for the purpose of construction of services and buildings. Further:

- (a) The Owner shall maintain all Streets within and adjoining the Subdivision in a condition of cleanliness, free of dust, mud and other construction debris, and provide Road maintenance within the Subdivision acceptable to the Director for all residents and for Town services such as garbage collection and firefighting. Should the Owner in any manner, in the opinion of the Director be in default, then in any such case, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if such notification be without effect 24 hours after such notice, then the Director shall thereupon have full authority and power to carry out the necessary Works at the cost and expense of the Owner, the cost and expense of such Works to be calculated in accordance with Schedule D, Section (7).
- (b) Prior to Acceptance of public streets and sidewalks, the Town shall provide snow plowing upon occupancy of dwellings on a Street that is in a condition satisfactory to the Director. Sidewalks shall only be winged back on streets where the sidewalks have been installed in their entirety.
- (c) The Owner, insofar as the construction traffic arising from the Works in the Subdivision is concerned, shall regulate and police temporary access routes, and shall not permit the use of any previously accepted residential streets adjacent to the Subdivision by construction vehicles.
- (d) The Owner shall, subject to the Approval of the Director, block off all reserves across road allowances separating this Subdivision from adjoining built up areas.
- (e) The Owner shall provide adequate parking facilities adjacent to the access Road on which the construction personnel employed on the site shall be required to park their vehicles during working hours.
- (f) Where Works are performed on existing Town Roads outside the Plan of Subdivision, such Roads and services shall be reinstated to the satisfaction of the Director.

3.9.1 **Roads – Winter Preparation and Maintenance**

- (a) On or before the 15th day of October each year, the Owner shall advise the Town in writing of those streets which have occupancy of dwellings and which have sidewalk installation completed. Furthermore, on or before the 15th day of October each year, the Owner shall, at its expense, ensure that the Roads within the Subdivision, where snow plowing is to be provided by the Town, are in a condition satisfactory to the Town. The requirements shall be that the roads shall be sufficiently graded and have approved base course of asphalt and that manhole covers, catchbasins, and watermain valve boxes shall be installed flush with the base course of asphalt so as to minimize the chances of damage to snow plows. Curbs shall be protected with asphalt padding on the face where it meets the base course and sufficiently protected on the back where they can be damaged by the plow wing. All obstructions within the Road Allowance shall be removed to prevent damage to snow removal equipment or personnel. All work required in this connection shall be completed before the 1st day of November.

- (b) Irrespective of any approvals given by the Director under paragraph 3.9.1(a), the Owner is responsible for the ongoing maintenance of roadway, manhole covers, catchbasins, watermain valve boxes, and curb so as to minimize the chances of damage to snow plows. If the Director deems additional work or maintenance must be undertaken to ensure that damage is minimized, the Owner shall undertake the work immediately and in a manner satisfactory to the Director or the Town shall cease snow plowing until the issue is addressed.
- (c) If the Owner's contractor does not perform the work which may result from paragraph 3.9.1(a) or paragraph 3.9.1(b) to the satisfaction of the Director, the Director may, after fourteen (14) days written notice to the Owner, cause this work to be done at the Owner's expense. Additional building permits shall not be issued until such time as the Town has been paid in full for this work. This shall not prevent the Town from realizing on the security (letter of credit) deposited in accordance with this Agreement, to pay for such work.
- (d) Irrespective of any approvals given by the Director under paragraph 3.9.1(c), if any damage occurs to Town or Town contractor's snow plows that is attributable to the projection of manhole covers, catch basins, or valve boxes, the Owner is responsible for the cost of repairing such damage.
- (e) If the Owner's contractor does not perform the work which may result from paragraph 3.9.1(c) to the satisfaction of the Director, the Director may, after fourteen (14) days written notice to the Owner, cause this work to be done at the Owner's expense. Additional building permits shall not be issued until such time as the Town has been paid in full for this work. This shall not prevent the Town from realizing on the security (letter of credit) deposited in accordance with this Agreement, to pay for such work.

3.10 **Curbs and Sidewalks**

The Owner shall construct curbs and sidewalks in accordance with the approved plans.

3.11 **Walkways**

The Owner shall construct pedestrian walkways in the locations as specified in Schedule "E" and in accordance with Town Specifications and Standards, and shall provide and place No. 1 Nursery Sod over and along the width and length of the area specified in Schedule "E" not covered by the walkway.

3.12 **Street Lighting**

The Owner shall construct and install street lighting within the lands contained in the Subdivision. Street light locations are to be shown on the Composite Utility Plan. The street lighting shall be in accordance with Town Specifications and Standards.

3.13 **Street Name Signs, Traffic Signs and Pavement Markings**

The Town shall provide at the cost of the Owner, all permanent street name signs and traffic signs which may be required within the Subdivision or related to it. The Owner shall install all temporary street name signs in advance of the permanent signs, at the Owner's cost, when directed by the Director. The Owner shall install at its cost all required street name signs, traffic signs, and pavement markings in accordance with the Ontario Traffic Manual.

3.14 **Fencing**

The Owner shall construct privacy/security fencing as outlined in Streetscape Plan identified in Section B of Schedule “F” and in accordance with Town Specifications and Standards and in accordance with good construction practices.

3.15 Noise Attenuation Measures

The Owner shall install all specific noise control measures recommended in the approved Noise Study and any other measures recommended by the Town including, as applicable, Noise Barriers and Noise Control Guidelines as may be amended. Prior to inspection of the rough grading of the lots or blocks, the Owner shall provide certification to the Director through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.

3.16 Grading and Drainage

- (a) The Owner shall construct in accordance with the approved Drainage and Grading Plan all Works which are necessary to provide proper drainage of all lands included in the Subdivision and adjacent lands which drain through the Subdivision and including any Works necessary for drainage to an outlet outside the Subdivision.
- (b) The Drainage and Grading Plan may be amended by the Consulting Engineering Firm on behalf of the Owner, from time to time, upon receiving written approval from the Director. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Town. This shall include the installation and removal of culverts when required by the Director.
- (c) The Owner shall not interfere with any existing drain or water course, without written permission of the Director. The Director shall provide their approval through the Approval of the plans of the Works. Granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Town against any claims against the Town relating to such damage, provided that the Town will give to the Owner, at the expense of the Owner, an opportunity to defend any such claim.

3.17 Storm Water Management

- (a) The Owner shall provide any required storm water management control measures to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both a minor and major rainfall event in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm water plans and reports as approved by the Town. The measures shall be in accordance with current provincial legislations and the Town Specifications and Standards.
- (b) The Owner agrees to undertake and maintain erosion and sediment controls, for the phases of construction of the Subdivision, that are appropriate to the in situ conditions, during all stages of the site preparation and construction in accordance with drawings and/or reports as applicable and as approved by the Town.
- (c) The Owner agrees to provide to the Town written confirmation by way of certification from the Owner’s Professional Engineer, that all required storm water Works have been implemented in accordance with the recommendations of the Approved plans and reports.
- (d) The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and

operations of the stormwater works do not constitute a safety or health hazard to the general public.

- (e) Until the ownership of the works and lands is assumed by the Town, the Owner shall undertake an inspection of the condition of the stormwater management system, at least once a year, and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the stormwater management system to prevent the excessive build up of sediment, debris and/or decaying vegetation to avoid reduction of capacity of the facility. The Owner shall regularly inspect and clean out the inlet to and outlet from the works to ensure that these are not obstructed.
- (f) The Owner shall implement the following water quality monitoring program to verify whether the stormwater management facility is achieving a TSS removal rate on average of 80% or greater. The Owner shall obtain water quality samples from the pond inlets (at the headwalls of the inlet pipes) and the sub drain inspection ports during a minimum of four (4) storm events in each year. These grab samples shall be tested for TSS to estimate the TSS removal rate of the stormwater management pond. When an annual average TSS removal rate of 80% has been achieved for two (2) consecutive years, the Town agrees to assume responsibility for the operation and maintenance of the stormwater management pond.
- (g) The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall make the logbook available for inspection by the Ministry and Town upon request. The logbook shall include, but not necessarily be limited to, the name of the Works and the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed.
- (h) The Owner shall prepare an annual maintenance and monitoring report for each year in which the Owner performs the required inspections until the Town assumes responsibility for the operation and maintenance of the stormwater management pond.
- (i) The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the operation and maintenance activities required by the Ministry of the Environment Environmental Compliance Approval.

3.18 **Landscaping**

- (a) The Owner shall provide landscaping Works in accordance with the Streetscaping Landscaping Plan prepared by the Owner's Landscape Architect and approved by the Director.
- (b) The Owner shall provide and place No. 1 Nursery Sod over the entire lot on the Plan of Subdivision and adjacent boulevard, except the area to be used for the building and driveway.

3.19 **Preservation of Existing Trees and Vegetation**

The Owner shall preserve all identified vegetation and natural features located on the lands subject to this Agreement in accordance with the approved Tree Planting and Conservation Plan.

3.20 **Park and Open Space Development**

The Owner shall design and develop the parkland and open space subject to approval by the Town.

3.20.1 **Cash-in-lieu of Parkland**

Where applicable, the Owner shall pay cash-in-lieu of parkland to the Town, pursuant to the provisions of Section 51.1 of the *Planning Act*, R.S.O. 1990 in the amount indicated in Schedule “C”.

3.20.2 **Parkland and Open Space Servicing**

The Owner shall provide at its expense all required services (hydro only) to the lot line of each designated park and open space in accordance with Town Specifications. The Works shall be carried out to the satisfaction of the Director.

3.21 **Building and Zoning Restrictions**

3.21.1 **General Requirements – Building Permits**

The Owner shall not demand of the Town to issue, nor shall anyone claiming title from it or under its authority, demand of the Town to issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until:

- (a) All Roads in the Subdivision have been connected to a public street.
- (b) Access for firefighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the Director and Fire Chief.
- (c) The public access route has been surfaced with concrete, asphalt, or granular “A” base capable of permitting accessibility under all climatic conditions, and it has a clear width of 6.0 metres at all times and is continuously maintained so as to be immediately ready for use by emergency and protective service vehicles or any other vehicles in the event of an emergency.
- (d) Fire hydrant are confirmed operational and are continuously maintained and accessible so as to be immediately ready for use.
- (e) The Town has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure.
- (f) The Director is satisfied that any Works required to be completed prior to occupancy of a building have progressed to a point where they can reasonably be expected to be completed prior to occupancy of the proposed building.
- (g) Firebreak lots are designated to the satisfaction of the Town’s Fire Chief.

3.21.2 **Occupancy Requirements**

No building will be occupied on any lot in the Subdivision, nor will the Owner allow such building to be occupied until all requirements with respect to underground Works and Road base course and first lift of asphalt on which such lot fronts have been carried out and have received Approval by the Director and such Road has been connected by Roads, which are, at least, at a similar stage of completion, to the overall Town Road network and until the whole or such portion of the mass earth moving or general grading as the Director deems necessary has been completed and approved. Provided that notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted if in the sole opinion of the Director, the aforesaid Works are proceeding satisfactorily toward completion. The consent of the Director for such conveyance and/or occupancy shall be obtained in writing by the Owner.

In addition where a building has been constructed on any lot or block in the Subdivision, the Owner or its agent shall not allow such building to be occupied until the municipal numbering

is provided in a permanent location visible from the roadway and the installation of a street name sign on relevant streets have been completed to the satisfaction of the Town.

3.21.3 **Construction/Sales Offices**

- (a) The Owner shall notify all prospective builders that the Town requires all locations of construction and sales offices to be approved in advance of their installation so as to ensure the locations will not conflict with the traffic on the roadway and that adequate parking facilities are provided to the satisfaction of the Director.
- (b) If the Owner is permitted by the Town to construct a model show home, the Owner shall provide adequate off-street parking to the satisfaction of the Director. The plans for such off street parking shall be delivered to and approved by the Director prior to the model home being used for showing to the public.

3.21.4 **Driveway Locations**

No driveway may be located within 3 metres of an existing hydrant, within 1 metre of any utility pedestal or transformer or within 9 metres of any intersection.

3.21.5 **Snow Clearing and Garbage Collection Restrictions**

The Owner acknowledges that buildings may be restricted on certain lots and/or blocks until such time as Road connections are made so that snowplow turning and garbage collection can be effected to the satisfaction of the Director.

3.21.6 **Maintenance of Vacant Lots and Blocks**

- (a) The Owner agrees to maintain all vacant lots and blocks on all constructed Roads in the Subdivision, for which building permits have not been issued, in a neat and orderly condition. This maintenance shall include, but not be limited to, the cutting of grass, the removal of noxious weeds and the drainage of grading of the lots and blocks to the satisfaction of the Director.
- (b) The Owner covenants and agrees, it will, at all times, maintain at its own expense all areas of land not yet completed, to the satisfaction of the Town. Such maintenance shall include (but shall not be limited to) leveling and grading of such area to grades specified by the Town, and the regular cutting of grass and eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon, all to the satisfaction of the Director.

3.22 **Drainage Agreement**

The Owner acknowledges and agrees that its obligations in respect of the Works contained in this Agreement are in addition to its obligations under a Drainage Agreement made between the Owner, the Town, the City of Ottawa and Arnprior Nepean Railway Company Inc. (a division of Nylene Canada Inc.) (the “**Drainage Agreement**”) and nothing contained herein shall limit, alter or modify the Owner’s obligations under the Drainage Agreement.

4. **LEGAL REQUIREMENTS**

4.1 **Registration of Plans and Documents**

Prior to the conveyance of any lot or block on the Plan of Subdivision to which this Agreement applies, the Owner agrees to register the following documents at its expense:

- (a) this Subdivision Agreement;

- (b) the transfer of Road widenings, parklands, walkways and 0.3 metre reserves as set out in Schedule “E” hereof;
- (c) the Transfer of Easements for public utility purposes and for drainage purposes as set out in Schedule “E” hereof;
- (d) the registration of a Notice of Agreement with respect to any covenant agreement or agreements which may be required.

4.2 **Inhibiting Order**

The Owner further covenants and agrees to register with the Plan, if required, at the Owner’s cost, a certificate issued by the Town listing the following documents and requesting the Land Registrar to issue an Inhibiting Order prohibiting any other land transactions pertaining to the said land until such time as those documents have been registered to the satisfaction of the Town:

- (a) this Subdivision Agreement;
- (b) transfer of easements;
- (c) transfer of lands to the Town;
- (d) transfer of reserves to the Town;
- (e) the registration of a Notice of Agreement with respect to a Covenant Agreement, at the option of the Town.

4.3 **Encumbrances’ Consent and Subordination/Postponement**

The Owner acknowledges and agrees that any and all encumbrances, including but not limited to any Chargees, to the extent of their interest in the lands owned by the Owner and legally described in Schedule “A” attached hereto, shall consent to and agree to the provisions and conditions herein contained and for themselves and their heirs, executors, administrators, successors and assigns shall subordinate and postpone any and all right, title and interest in the lands owned by the Owner described in Schedule “A” attached hereto to the Town and to the rights granted in this Agreement. The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against the title to the Owner’s lands described in Schedule “A” attached hereto, the said agreement to be in a form acceptable to the Town in its sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.

4.4 **Revisions to Agreement**

If development has not been completed to the point of Approval within 24 months from the date hereof or such later date approved by the Director, the Town may, at its option, revise this Agreement unilaterally with regard to securities provided and charges to be paid so that such securities and charges and services will conform to the policy of the Town in effect at that time and Owner hereby consents to the making of such revisions.

4.5 **Arbitration**

If any dispute shall arise between the parties hereto during the progress of the Works, or after the completion thereof or after any breach of this Agreement, all such disputes may, from time to time and so often as they arise, be referred to a board of three arbitrators, one to be chosen by each party hereto and the third to be chosen by the two arbitrators so chosen. The said arbitrators shall have all the powers given to Arbitrators by the *Arbitrations Act*, R.S.O. 1990, Chapter A.24, of the Province of Ontario as amended and a majority decision of the arbitrators shall be final and binding upon the parties.

4.6 **Estoppel**

The Owner for himself and his successors and assigns, covenants and agrees that he will not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative or other tribunal the right of the Town to enter into this Agreement and this provision may be pleaded by the Town in any action or proceeding as a complete and conclusive estoppel of any denial of such right.

4.7 **Changes to Agreement in Writing**

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Owner and the Town pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the Town as fully and to the same extent as if set out herein.

4.8 **Indemnity**

The Owner, its assigns and successors in title, agree that they shall indemnify and save harmless the Town of and from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Town may incur, be put to or have to pay, which may arise either directly or indirectly by reason of any activity of the Owner, its employees, servants, agents, contractors, subcontractors in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Owner to complete the installation of the Work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; by the exercise of the Owner's powers under this Agreement; or by reason of neglect of the Owner or its employees, servants, agents, contractors, subcontractors or others for whom the Owner is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Owner and its assigns and successors in title agree to indemnify and save harmless the Town for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Owner to do anything agreed to be done pursuant to the Agreement or by reason of any act or omission of the Owner, including failure of the Owner to comply with the *Construction Lien Act*, R.S.O. 1990, C. 30. This provision shall apply even after the subdivision has been assumed if the act or omission of the Owner took place prior to assumption.

4.9 **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

4.10 **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the Town, shall be addressed to the office of the Town Clerk at 105 Elgin Street West, Arnprior, Ontario K7S 0A8 or at such other address at which the Town offices are located in the future, and, if to the Owner or his agent, at the addresses provided in the application submitted for approval of the subject Subdivision or at such other address as the

Owner may advise the Town in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

4.11 Schedules

The Owner covenants to comply with and fully satisfy the provisions of each of the schedules attached hereto which shall form part of this Agreement:

Schedule “A” -	Description of the Lands to which this Agreement Applies
Schedule “B” -	Estimated Cost of Works to be Constructed
Schedule “C” -	Securities and Cash Payable
Schedule “D” -	Financial Requirements
Schedule “E” -	Transfer of Lands for Public Purposes
Schedule “F” -	Special Conditions
Schedule “G” -	Required Wording of Letter of Credit
Schedule “H” -	Required Wording of Insurance Certificate
Schedule “I” -	Agreement Index

4.12 Paragraph Headings

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT Arnprior, this day of February 2023.

SIGNED, SEALED and DELIVERED)	
in the presence of)	
)	
)	
)	Name:
)	Title:
)	
)	
)	
)	Name:
)	Title:

IN WITNESS WHEREOF the Town of Arnprior has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT Arnprior, this day of February 2023.

SIGNED, SEALED and DELIVERED) Corporation of the Town of Arnprior
)
)
)
) _____
) Mayor Lisa McGee
)
)
)
) _____
) Clerk Maureen Spratt

SCHEDULE “A”

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

A total of 39 lots for low density residential (Lots 1-39), 16 blocks for semi-detached dwelling units (Blocks 41-56), 4 blocks for townhouse units (Blocks 40, 56, 57 and 59), 4 0.3 metre reserve blocks (Blocks 61, 62, 63 and 64 for the Town of Arnprior), 1 block for stormwater management (Block 60) as per **M-Plan 49M-xxxx** prepared by Adam Kasprzak Surveying Limited.

Firstly: The whole of Lots 1 to 39 inclusive, as shown on Plan **49M-xxxx**,
registered in the Land Registry Office for the Land Titles Division of Renfrew
No. 49

Secondly: The whole of Blocks 40 to 60 inclusive as shown on Plan **49M-xxxx**,
Registered in the Land Registry Office for the Land Titles Division of Renfrew
No. 49

LIST OF STREET NAMES APPROVED BY THE TOWN

The streets, namely: Seabert Drive
 Yade Road
 Morgan Clouthier Way

PLAN OF SUBDIVISION

Plan of Subdivision prepared by Adam Kasprzak Surveying Limited and **signed by Adam Kasprzak, Ontario Land Surveyor, dated January 24, 2023** shows the Plan of Subdivision referred to in Clause 2.1 of this Agreement and the lands described in Schedule “A” hereof. The final Plan will be registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49.

The approval applies to the draft plan certified by Adam Kasprzak, Ontario Land Surveyor, dated **December 11, 2018** showing 39 residential lots, 20 residential blocks, 1 stormwater management/servicing block and 4 0.3metre reserve blocks.

SCHEDULE “B”

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

The Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Town, at its sole expense, including, but not limited to, the phasing of the Subdivision registration, the design and construction of Roads, services, utilities and drainage, in accordance with Town Specifications, Standards and By-laws, and all works required under the Drainage Agreement, all to the satisfaction of the Town.

CONTRACT WORKS	ORIGINAL SECURITY AMOUNT TO BE HELD	CURRENT SECURITY AMOUNT TO BE RETAINED AT REGISTRATION	SECURITY AMOUNT TO BE RETAINED	CURRENT SECURITY REDUCTION
PART I PHASE 3				
SECTION A - General & Site	\$24,648.78	\$10,833.37	\$10,833.37	\$0.00
SECTION B - Earthworks	\$24,237.04	\$0.00	\$0.00	\$0.00
SECTION C - Watermain	\$281,774.21	\$281,774.21	\$281,774.21	\$0.00
SECTION D - Sanitary Sewer	\$262,619.62	\$262,619.62	\$262,619.62	\$0.00
SECTION E - Storm Sewer	\$418,264.93	\$418,264.93	\$418,264.93	\$0.00
SECTION F - Road Works	\$353,540.13	\$166,769.12	\$166,769.12	\$0.00
SECTION G - Utilities	\$62,932.77	\$0.00	\$0.00	\$0.00
SECTION H - Landscaping and	\$58,996.00	\$0.00	\$0.00	\$0.00
PART I PHASE 3 SUBTOTAL	\$1,487,013.48	\$1,140,261.24	\$1,140,261.2	\$0.00
PART II PHASE 4A				
SECTION A - General & Site	\$27,820.89	\$10,250.25	\$10,250.25	\$0.00
SECTION B - Earthworks	\$13,483.37	\$0.00	\$0.00	\$0.00
SECTION C - Watermain	\$198,046.60	\$198,046.60	\$198,046.60	\$0.00
SECTION D - Sanitary Sewer	\$206,928.06	\$206,928.06	\$206,928.06	\$0.00
SECTION E - Storm Sewer	\$733,265.92	\$733,265.92	\$733,265.92	\$0.00
SECTION F - Road Works	\$257,741.34	\$118,319.34	\$118,319.34	\$0.00
SECTION G - Utilities	\$46,151.25	\$0.00	\$0.00	\$0.00
PART II PHASE 4A SUBTOTAL	\$1,483,437.43	\$1,266,810.17	\$1,266,810.1	\$0.00
PART III SWMF (Including by-pass ditch)				
PART III SWMF SUBTOTAL (LUMP	\$438,000.00	\$400,000.00	\$400,000.00	\$0.00
PART IV PUMP STATION				
SECTION A - General	\$18,500.00	\$18,500.00	\$18,500.00	\$0.00
SECTION B - Civil Works and	\$678,500.00	\$678,500.00	\$678,500.00	\$0.00
SECTION C - Electrical and	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
SECTION D - Forcemains	\$120,000.00	\$120,000.00	\$120,000.00	\$0.00
SECTION E - Site Works and	\$26,000.00	\$26,000.00	\$26,000.00	\$0.00
PART IV PUMP STATION SUBTOTAL	\$943,000.00	\$943,000.00	\$943,000.00	\$0.00
PHASE 3 & 4A HARD COST SUBTOTAL	\$4,351,450.92	\$3,750,071.42	\$3,750,071.42	\$0.00
ENGINEERING SUBTOTAL (5%)	\$217,572.55	\$187,503.57	\$187,503.57	\$0.00
TOTAL SECURITY AMOUNTS (Phase 3 & 4A)	\$4,569,023.46	\$3,937,574.99	\$3,937,574.99	\$0.00

SCHEDULE “C”

SECURITIES AND CASH PAYABLE

File No. 47-T-14002

Developer: Madawaska Regional Inc.

Development Location: PART LOT 1, CON C AND D MCNAB, PART LOT 2 CON C AND PART RDAL BTN CONS C & D MCNAB, AS CLOSED BY BYLAW R92135 PARTS 1 AND 2, 49R19293; SUBJECT TO AN EASEMENT OVER PART 2, 49R19293 AS IN AR9782; TOWN OF ARNPRIOR as in PIN 57308-0088 (LT)

1.	Security Amount Required		
1.1	100% of Total Estimated Cost of Works	=	\$3,937,574.99
2.	Cash Payable		
2.1	Street Name Sign Deposit (\$35.00 x 4)	=	\$ 70.00
2.2	Street Name Posts (\$20 x 2)	=	\$ 20.00
2.3	Stop Signs (\$85 x 2)	=	\$ 85.00
2.2	Cash-in-lieu of Parkland	=	N/AP
		Sub total	=
		Less Deposit	=
		TOTAL	= \$ 175.00
2.4	Other (including legal fees)	=	TBD
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE:	=	<u>N/AP</u>

E & O E

SCHEDULE “D”

FINANCIAL REQUIREMENTS

1. Financial Requirements

The Owner shall pay to the Town, by cash or certified cheque, the charges and fees where applicable as set out in this Agreement and other financial requirements, including legal fees and development charges, that may be required of the Town as established by by-law or resolution of the Council of the Town from time to time, which pertain to this Subdivision and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this Subdivision and the Owner shall pay same when required by the Town.

2. Insurance Policy

The Owner shall provide, before execution of this Agreement and keep in force during the construction of the Subdivision a comprehensive policy of public liability and property damage insurance acceptable to the Town with a financially sound and reputable insurance company which shall cover the ownership of the property described in this Agreement and include construction, installation, repair or maintenance of all Works and services. It shall include, but not be limited to:

1. Commercial Liability Insurance

Commercial general liability insurance applying to all operations of the Owner which shall include coverage for bodily injury or death, broad form property damage, products and complete operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring and underpinning, or from any other activity or Work that may be done in connection with the development of the Subdivision. Such policy shall be written with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS exclusive of interest or costs, per occurrence and shall include the Town and its consulting engineers as additional insureds;

2. Automobile Liability Insurance

Automobile liability insurance with an inclusive limit of liability of FIVE MILLION (\$5,000,000.00) DOLLARS on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles;

The Owner shall provide the Town with satisfactory evidence of insurance coverage from the Owner's contractors that mirrors the requirements set out in paragraph 2 above prior to commencing performance of any Works or services and shall continue to do so until 24 months following assumption of the Work. The Owner shall supply the Town with a Completed Certificate of Insurance in a form acceptable to the Town and in accordance with Schedule H attached hereto;

The Owner covenants and agrees that the Insurance provisions and requirements contained herein, shall apply to all existing and proposed development and in all previous phases of the Subdivision which shall take effect upon the renewal date of and existing insurance policies that apply to said previous phases;

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.

3. Financial Security

Before this Agreement is executed by the Town, the Owner shall deposit with the Town a sufficient sum in cash or irrevocable letter of credit or other financial security acceptable to the Town Treasurer and herein referred to as the “financial security” to meet the financial requirements of this Agreement as set out in Schedule “B” with the exception that if the construction of services and the development of the lands described in Schedule “A” are to be by phases, the Owner shall deposit with the Town the financial security required for such phases and before commencing the construction of service in subsequent phases the Owner shall deposit with the Town the financial security for the particular phase in which the Owner wishes to commence the construction of services. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Town, such letters of credit being in the form attached hereto as Schedule “G”, the following provisions shall also apply:

(a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Town in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

(b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.

(c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited under the provisions of this clause.

4. Interest and Payment Accounts

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Owner to the Town on all sums of money payable to the Town herein which are not paid on the due dates calculated from such due dates.

5. Approval/Acceptance – Financial Security

(a) Upon Approval of any of the Works or part thereof by the Town, the Town may permit a reduction of the financial security relating to the construction of the Works. The Approval of such stage in the construction of the Works shall be dated as of the date of the Owner’s application for Approval thereof.

(b) Upon Approval by the Town of any further part of the Works or all of the Works by the Town, the Town may permit a further reduction in the financial security relating to the Works. The Approval of such Works or part thereof shall be dated as of the date of the Owner’s application for Approval thereof. The Town reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Works and that at no such time would the Town hold less security than the cost of completing the Works. In addition, the Town shall retain sufficient security relating to such other Works to cover the Owner’s warranty and maintenance obligations stipulated in this Agreement with respect to such Works

and to satisfy the requirements of Clause (8) of this Schedule related to construction liens. Responsibility for restoration shall continue until Acceptance by the Town.

(c) The Owner covenants and agrees to restore to the satisfaction of the Director, any faulty workmanship or materials used in construction of the Works outlined in Schedule "B" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Works or buildings. Such responsibility for restoration shall continue for a period of one year after Acceptance of the Works by the Town.

(d) Upon Acceptance of the said Works by the Town and upon the Town being satisfied there are no construction liens affecting any of the Works, the Owner shall be entitled to have released to it all financial security then held by the Town under this Agreement. It is understood that the Owner shall not be entitled to receive Acceptance of any Road until the services under such Road have received Acceptance.

6. Inspection for Release of Financial Security

It is hereby understood that it is the Owner's responsibility to make applications to the Director for the inspection of any completed Works for which the Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

7. Default – Financial Security

After having first notified the Owner, the Town may at any time authorize the use of the whole or part of the amount of the financial security referred to in Schedule "D" hereof to pay the cost of any Works that the Director deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Town deems necessary, shall be held by the Town until Acceptance of the Works, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Schedule "D" hereof, the Director may recommend the reduction of such financial security from time to time as Works are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

8. Construction Liens

(a) The Owner agrees that it will hold back from its payments to any contractors who may construct any of the Works (including Roads) such sum or sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended from time to time and will otherwise indemnify and save harmless the Town against any claims, suits, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs in connection with the same, and on the demand of the Town, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Works or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Works.

(b) Notwithstanding anything herein contained, the Owner agrees that the Town shall not be required to release the financial security relating to the Works being constructed pursuant to this Agreement until the Town is satisfied that there are no claims for construction liens relating to the Works and that the time for claiming a construction lien has expired. The Owner acknowledged that the Town shall continue to hold at least 10% of the financial security until such period of time has expired.

(c) In the event that a claim for lien is registered under the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for lien in respect of a public street or highway included in the Works is given to the Clerk of the Town, the Owner shall be deemed to be in default of this

Agreement and the Town, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Town shall use the financial security to complete the Works specified in Schedule “B” hereon on behalf of the Owner. The Town may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended.

9. Town’s Lien

The Town shall have a lien against the lands and premises upon which this Agreement is registered for any amount the Town expends in carrying out any of the obligations of the Owner under this Agreement or for any other debts due by the Owner to the Town for Works done by the Town under this Agreement, over and above the amount of the said security deposited with the Town to secure such obligations.

10. Pre-Servicing Requirements

Upon Draft Plan approval and receipt of all agency approvals and a permit to commence work from the Director of Public Works, Town services within the Plan of Subdivision may be installed provided appropriate financial security, insurance and a letter of indemnity are posted with the Town, to the satisfaction of the Town solicitor.

SCHEDULE “E”

TRANSFER OF LANDS FOR PUBLIC PURPOSES

The Owner, at its expense, shall transfer to the Town the following lands and request the lifting of reserves, as listed, forthwith upon registration of this Agreement. All such deeds shall be in a form satisfactory to the Town Solicitor.

A. **Road Widening** – intentionally deleted

B. **Parkland** – intentionally deleted

C. **Walkway** – intentionally deleted

D. **Reserves**

0.3 metre reserves shown as Blocks 61 - 64 inclusive, Plan 49M - XXX to the Town of Arnprior.

E. **Stormwater Management** – Block 60

H. **Servicing Block** – intentionally deleted

NOTE: The Owner agrees to pay all costs associated with the preparation of legal plans for the lifting of reserves by the Town.

SCHEDULE “F”

SPECIAL CONDITIONS

A. PHASING OF DEVELOPMENT

The Town and the Owner each acknowledge and agree that the construction of Works set out in this Agreement may occur in phases. The Owner acknowledges that it has estimated the cost of the Works for all phases in Schedule “B”. The Town reserves the right to re-estimate the cost of the Works for any subsequent phase and to require the Owner to provide financial security for such phases in accordance with such re-estimated cost, to the satisfaction of the Director.

Construction of various phases is subject to the approval of the Town. To ensure that each phase can function independently, phases will not be approved by the Town unless associated services and road network provided for safety, servicing and road continuity, all in accordance with good engineering and municipal practice.

The Owner agrees to submit a written construction schedule for the Works required in each phase of the development of the Director for approval at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule will not be construed as being (a) a request to start construction; (b) acceptance of the schedule by the Town, or (c) permission to start construction. Failure to comply with the foregoing may result in delays due to the Town being unable to assign inspectors. In addition, approval of the construction schedule by the Town will not be construed as relieving the Owner, from its obligations specified elsewhere in this Agreement. All Works will be completed to final acceptance within forty-eight (48) months from the date of registration of the Plan of Subdivision.

The Owner undertakes and agrees that construction of the Works will be in accordance with the staging or phasing set out below unless written authority is obtained from the Director to do otherwise:

Phase 3: Lots 1 to 15 inclusive, Blocks 40 to 56 inclusive and Blocks 58, 59, and 61 on 49M-XXX

Phase 4A: Lots 16 to 39 inclusive, and Blocks 57, 60, 62, 63 and 64 on 49M-XXX

B. ENGINEERING REPORTS/PLANS/DRAWINGS

The following Engineering reports/plans/drawings apply to this Subdivision and, except where otherwise direct in writing by the Director, the development of this Subdivision, the construction of all Works, and the use by the Owner of the lands within the Subdivision will be in accordance with these engineering reports/plans/drawings:

Plans:

1. General Plan of Services (Phase 3-5), drawings No. 117164-2-GP0, 117164-2-GP2, and 117164-2-GP3 prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revisions 6 and 7, dated Aug 12, 2022
2. Cross Sections (Phases 3-5), drawing No. 117164-2-GPXS, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
3. Plan and Profile –Morgan Clouthier Way Station 20+000 to 20+325, drawing No. 117164-PR4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
4. Plan and Profile – Seabert Drive (Station 20+500 to 20+850), drawing No. 117164-2-PR6, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec3, 2021, revision 7, dated August 12, 2022

4. Plan and Profile – Seabert Drive & Morgan Clouthier Way Station 20+850 to 21+093 Station 22+000 to 22+125, drawing No. 117164-2-PR7, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
5. Plan and Profile – Yade Road and Rudd Lane Station 6+000 to 6+225 Station 7+000 to 7+234, drawing No. 117164-2-PR9, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated August 12, 2022
6. Plan and Profile East Side Ditch Station 0+225 to 0+482.16, drawing No. 117164-2-PR-OUT4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated August 12, 2022
7. Plan and Profile East Side Ditch Station 0+000 to 0+225, drawing No. 117164-PR-OUT3, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 26, 2019, revision 5, dated August 12, 2022
8. Plan and Profile Outlet Ditch Station 9+000 to 9+425, drawing No. 117164-PR-OUT1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Apr 9, 2019, revision 10, dated Oct 21, 2020
9. Plan and Profile Outlet Ditch Station 9+425 to 9+850, drawing No. 117164-2-PR-OUT2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Apr 9, 2019, revision 11, dated Dec 3, 2021
10. Grading Overall (Phase 3-5), drawing No. 117164-2-GRO, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 8, dated Aug 12, 2022
11. Grading Plan (Phase 3-5), drawings No. 117164-2-GR2 and 117164-2-GR3, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
12. Stormwater Management Facility 2, drawing No. 117164-2-SWMF2-A, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
13. Stormwater Management Facility 2 Inlet Detail, drawing No. 117164-2-SWMF2-B, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
14. Stormwater Management Facility 2 Outlet Detail, drawing No. 117164-2-SWMF2-C, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
15. Standard Details, drawings No. 117164-2-D1, 117164-2-D2, 117164-2-D3, and 117164-D4, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revisions 5 and 6, dated Aug 12, 2022
16. Composite Utility Plan (Phase 3-5), drawings No. 117164-2-CUP2 and 117164-2-CUP3, prepared by Novatech Engineers, Planners & Landscape Architects, dated Feb 24, 2022 (CUP2) and May 4, 2022 (CUP3), revisions 7 and 8, dated Nov 28, 2022
17. Street Lighting Plan (Phase 3-5), drawings No. 117164-2-SL2 and 117164-2-SL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
18. Lighting Level Plan (Phase 3-5), drawings No. 117164-2-LL2 and 117164-2-LL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
19. Signage and Geometric Roadway Design Drawing (Phase 3-5), drawings No. 117164-2-SGN2 and 117164-2-SGN3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 3, dated Aug 12, 2022
20. Streetscape Plan, Phases 3, 4A and 4B, drawing No. 117164-2-L2B, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 3, dated Aug 12, 2022

21. Streetscape Plan, Phase 4A Continued, drawing No. 117164-L3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 3, dated Aug 12, 2022
22. Notes, Details, Tables and Legends (Phases 3-5), drawing No. 117164-2-ND, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
23. Erosion and Sediment Control Plan (Phases 3-5), drawing No. 117164-2-ESC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
24. Clearing and Grubbing Plan (Phases 3-5), drawing No. 117164-2-CG, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
25. Marshall's Bay Pumping Station, job no. CC11073, pages 1 to 23, prepared by Capital Controls, dated January 4, 2022, revision 5, dated June 10, 2022
26. Pump Station, Wet Well, Valve Chamber Details (Phase 3 -5), drawing No. 117164-2-PS1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated Aug 12, 2022
27. Pump Station Process Schematics & Control Panel Support Detail (Phase 3 -5), drawing No. 117164-2-PS2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 15, 2022
28. Lift Station/Pumping Station Electrical Infrastructure, Electrical Title Sheet, project No. 2021-747, drawing No. E001, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022
29. Lift Station/Pumping Station Electrical Infrastructure, Electrical New Work, project No. 2021-747, drawing No. E100, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022
30. Existing Conditions Plan (Phase 3-5), drawing No. 117164-2-EXC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated Aug 12, 2022
31. Storm Drainage Area Plan, External Areas (Phase 3-5), drawing No. 117164-2-STM1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022
32. Storm Drainage Area Plan, Internal Areas (Phase 3-5), drawing No. 117164-2-STM2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022
33. Sanitary Drainage Area Plan (Phase 3-5), drawing No. 117164-2-SAN2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 4, dated Aug 12, 2022

Reports/Studies:

1. Madawaska Subdivision, Serviceability Report, Report No. R-2013-225, prepared by Novatech Engineers, Planners & Landscape Architects, January 2014.
2. Madawaska Lands, Servicing & Conceptual SWM Report, Report No. R-2018-046 prepared by Novatech Engineers, Planners & Landscape Architects, May 2018
3. Detailed Site Servicing and Stormwater Management Report – Marshall's Bay Meadows Subdivision – Phase 3-5, prepared by Novatech Engineers, Planners & Landscape Architects, December 9, 2021, revision 2, dated June 17, 2022
4. Preliminary Geotechnical Investigation – Proposed Residential Development Part Lot 1 Concession C and D, Arnprior, Ontario, Report No. 13-302, prepared by Houle Chevrier Engineering Ltd., October 2013

5. Geotechnical Investigation – Proposed Residential Subdivision, Marshall’s Bay Meadows, Arnprior, Ontario, File No. 64819.04, prepared by GEMTEC Consulting Engineers and Scientists Ltd., May 5, 2020
6. Environmental Impact Study – Updated, prepared by Muncaster Environmental Planning Inc., February 5, 2014
7. Species at Risk Assessment Update, Phases 3, 4 and 5 of Marshall’s Bay Meadows Subdivision, File Ref. No. 64819.04 - Rev. 0 prepared by Muncaster Environmental Planning Inc., June 18, 2021
8. 394 Madawaska Boulevard, Tree Conservation Report, prepared by Novatech Engineers, Planners & Landscape Architects, November 23, 2018
9. Marshall’s Bay Meadows – Madawaska Lands Subdivision, Tree Conservation Plan (Update), prepared by Novatech Engineers, Planners & Landscape Architects, June 18, 2021
10. Madawaska Boulevard Property, Traffic Impact Study, Report No. 113-581, prepared by D.J. Halpenny & Associates Ltd., February 7, 2014
11. Marshall’s Bay Meadows, Traffic Impact Study Addendum, prepared by Novatech Engineers, Planners & Landscape Architects, April 4, 2019.
11. Marshall’s Bay Meadows, Traffic Impact Study Addendum 2, Novatech File No. 117164, prepared by Novatech Engineers, Planners & Landscape Architects, January 21, 2022, revision 2 dated June 17, 2022
12. Transportation Noise Assessment, Madawaska Boulevard Subdivision, Arnprior, Ontario, Report No. GmE 13-092 Noise, prepared by Gradient Microclimate Engineering Inc., December 18, 2013
13. Marshall’s Bay Meadows Subdivision Streetscape and Architectural Control Guidelines, prepared by Marshall's Bay Regional Inc., dated May 2020
14. Phase I Environmental Site Assessment, Marshall’s Bay Meadows, Arnprior, Ontario, File No. 64819.14, prepared by GEMTEC Consulting Engineers and Scientists Ltd., March 7, 2019

C. **COVENANTS TO BE INCLUDED IN CONTRACTS OF SALE AND TRANSFERS**

1. **Tree Planting and Conservation Plan**

The Purchaser has been advised that the Owner shall supply and plant one (1) tree in the front yard, per building lot as set out in Schedule “B”. The tree shall be of one of the following species:

- a. Deciduous trees of a minimum of five (5) feet in height: Native Red Maple, Sugar Maple, Common Hackberry, Honey Locust, Oak.
- b. Coniferous trees of a minimum 1” caliper: Silver Fir, Norway Spruce, White Spruce, Green Colorado Spruce, Blue Colorado Spruce, Austrian Pine, White Pine.

2. **Fences**

The Owner shall erect a chain link fence on the owner’s land, along the entire frontage of any abutting municipal lands. Chain link fencing shall be constructed to the Town’s standards and shall be black vinyl-coated chain link; 38 mm mesh construction, with 3.5 mm wire diameter and a minimum 1.5 metres in height, to the satisfaction of the Director. No gates shall be installed nor any portion of said fencing removed without the approval of the Director.

4. **Drainage Agreement**

The Owner shall enter into, execute, and deliver the Drainage Agreement. The Owner shall observe and perform all of the Owner’s obligations under the Drainage Agreement.

5. **Site Plan – Multi Unit**

The Owner acknowledges that multi-unit residential blocks are subject to the Town’s Site Plan Control By-law and that further subdivision of the blocks shown on the plan are subject to Part Lot Control.

6. **Streetscape/Architectural Control Guidelines**

The Owner shall ensure that all units for sale and all building permits shall comply with the approved streetscape/architectural control guidelines, prepared in accordance with Section E7.4 of the Town’s Official Plan, to the satisfaction of the Town.

D. **CONDITIONS OF PLAN APPROVAL**

1. The County of Renfrew’s conditions and amendments to final plan approval for registration of the subdivision File No. 47-T-14002, dated August 5, 2015 and last revised October 13, 2021, is hereby considered to be repeated in its entirety and forms part of this Agreement.
2. Notwithstanding paragraph D.1. above, condition 3.jj) of County of Renfrew’s conditions and amendments to final plan approval for registration of the subdivision File No. 47-T-14002, dated August 5, 2015, Rev. December 11, 2018, shall be deemed to be satisfied provided the Owner enters into, executes, delivers and observes and performs all of the Owner’s obligations under the Drainage Agreement.

SCHEDULE “G”

REQUIRED WORDING OF LETTER OF CREDIT
(to be prepared on Bank letterhead)

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

We, the undersigned, _____ (hereinafter called “the bank”) hereby establish an irrevocable Letter of Credit in favour of the Town of Arnprior (hereinafter called “the Town”) in the amount of _____ (\$.00) Dollars which may be drawn by you to the extent required for the proper fulfillment by _____ of its obligation pursuant to a Subdivision Agreement between the Town of Arnprior and _____
Dated the _____ day of _____, 2012, with respect to Project: _____ (hereinafter called “the Agreement”).

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the Town. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Town.

Any written demand for payment pursuant to this Letter of Credit by the Town will be the Bank’s sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Town will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the Town pursuant to the obligations incurred or to be incurred by _____ pursuant to the Agreement. Any breach by _____ of the Agreement shall entitle the Town to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of the lien pursuant to the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the Town to call upon this Letter of Credit to discharge the obligations imposed on the Town by virtue of the said *Construction Lien Act*, R.S.O. 1990, Chapter C.30.

This Letter of Credit will continue up to the _____ day of _____, 2012, and will expire at 11:50 p.m. on that date.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____ this, _____ day of _____, 2012.

Per: _____

SCHEDULE “H”

REQUIRED WORDING OF INSURANCE CERTIFICATE

This is to certify that the insured set forth, is insured with the Insurance Company, which insurance is described below:

Insurance Company:
Name of Insured:
Address of Insured:
Class of Insurance: Comprehensive/Commercial General Liability
Policy Number:
Effective Date:
Expiry Date:
Coverage Limit: \$5,000,000.00
Deductible:
Broker Name:
Project:

Commercial General Liability – Including Personal Injury’ Contractual Liability; Non-Owner Automobile Liability; Owner’s and Contractor’s Protective Coverage; Products – Completed Operations; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- ☐ Town of Arnprior
- ☐
- ☐
- ☐
- ☐

has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the Town of Arnprior shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

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

Telephone: 613-623-4231

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid Town of Arnprior, the day and date herein written below:

Date: _____

Name of Insurance Company (not broker): _____

Name of Insurance Broker: _____

Authorized Representative or Official By: _____

SCHEDULE “I”

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