

### Town of Arnprior Regular Meeting of Council Agenda Date: Monday, March 27, 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 March 13, 2023 (Page 1-8)
- 8. Awards / Delegations / Presentations
  - a) **Delegations**
  - i. Arnprior Agricultural Society, Stacy Howard (Page 9-24)
- 9. Public Meetings
- **10.** Matters Tabled / Deferred / Unfinished Business
- 11. Notice of Motion(s)
  - i. Naming of Arnprior Station along Algonquin Trail, County Councillor Lynch (Page 25)

ii. Support for the Renfrew County Virtual Triage and Assessment Centre (RCVTAC), Councillor Chris Couper (Page 26)

#### 12. Staff Reports

- a) Joint Use Agreement, Jennifer Morawiec, GMCS, Treasurer and Graeme Ivory, Director of Recreation (Page 27-46)
- b) Budget Matters Expenses: Ontario Regulation 284/09, Jennifer Morawiec, GMCS, Treasurer and Jennifer Eve, Manager of Finance (Page 47-50)
- c) Sign By-law Review Public Engagement Strategy, Alix Jolicoeur, Manager of Community Services / Planner (Page 51-73)

#### 13. Committee Reports and Minutes

- a) Mayor's Report
- b) County Councillor's Report
- c) Committee Reports and Minutes

#### 14. Correspondence & Petitions

#### a) Correspondence

- i. Correspondence Package I-23-Mar-06 (distributed separately)
- ii. Correspondence Package A-23-Mar-05 (distributed separately)

#### 15. By-laws & Resolutions

#### a) **By-laws**

- i. **By-law Number 7371-23** Renfrew Aquatic Services Billing Agreement (Page 74-76)
- ii. **By-law Number 7372-23** Appoint Members to the Committee of Adjustment / Property Standard Committee (Page 77-78)

#### b) Resolutions

- i. Municipal Grant Application H2H Inc. o/a Heart to Heart Arnprior (a ministry of First Baptist Church) (Page 79)
- ii. Municipal Grant Application Arnprior Lions Club (Walk for Dog Guides) (Page 80)
- iii. **Request For Support** Association of Municipalities of Ontario Ending Homelessness in the 2023 Provincial Budget (Page 81)

#### 16. Announcements

#### 17. Media Questions

#### 18. Closed Session

One (1) matter pursuant to Section 239(2)(b)(k) to discuss a personal matter about an identifiable individual including municipal or local board employees; a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on by or on behalf of the municipality or local board (Striking Committee, Joint Use Agreement)

#### 19. Confirmatory By-law

By-law No. 7373-23 to confirm the proceedings of Council

#### 20. Adjournment

Please note:. Please see the Town's <u>website</u> to view the live stream. The meeting will be uploaded to YouTube for future viewing.

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

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

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



#### Minutes of Council Meeting March 13, 2023 6:30 PM Town Hall, Council Chambers – 105 Elgin St. W. Arnprior, ON.

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

#### **Council Members Present (In-Person):**

County Councillor Dan Lynch Councillor Lynn Grinstead Councillor Chris Toner Councillor Chris Couper Councillor Billy Denault

#### **Council Members Present (Electronic):**

Councillor Tom Burnette (arrived 6:31 p.m.)

#### Council Members Absent:

Mayor McGee

#### **Town Staff Present**

Robin Paquette, CAO Maureen Spratt, Town Clerk Jennifer Eve, Manager of Finance Alix Jolicoeur, Manager of Community Services/Planner Rick Desarmia, Fire Chief Emily Stovel, Manager of Culture / Museum Curator Jacques Benoit, Chief Building Official Graeme Ivory, Recreation Director Oliver Jacob, Client Services Coordinator

#### 1. Call to Order

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

#### 2. Roll Call

The roll was called, with all Members of Council being present except Councillor Burnette and Mayor McGee.

#### 3. Land Acknowledgement Statement

Deputy Mayor Dan Lynch 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 083-23 Moved by Billy Denault

Seconded by Lynn Grinstead

**Be It Resolved That** the agenda for the Regular Meeting of Council dated Monday, March 13, 2023 be adopted, as amended, with a minor typographical amendment to Item 7a) and 15a) ZBLA2/22.(24 Sheffield Street).

Resolution Carried (as amended)

5. Disclosures of Pecuniary Interest None

#### 6. Question Period None

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

Resolution Number 084-23 Moved by Chris Couper Seconded by Chris Toner **That** the minutes of the Regular Meeting of Council listed under Item 7 (a) on the Agenda be adopted.

**Resolution Carried** 

#### 8. Awards/Delegations/Presentations

#### i) Delegations

Greater Arnprior Community Council on Poverty and Homelessness (GACCPH) representatives, Josie Scott and Oliver Jacob, provided a PowerPoint presentation, attached as Appendix A and forming part of these minutes. Following a question and answer period, Members of Council applauded the GACCPH for tackling this daunting task.

#### ii) Presentations

Rick Desarmia, Fire Chief, provided an overview of the annual report highlighting in 2022 the Arnprior Fire Department was called for service on 185 occasions, an increase over previous years and new all-time high. Calls for response in 2022 included: fire calls, carbon monoxide, rescue, assisting EMS/OPP, public hazards, public assistance, and mutual aid. The Fire Chief noted the department is currently operating with 33 volunteer members and 3 full time staff. The Fire Chief reported on fire prevention/public education, training, firefighter certification, completion of the Community Risk Assessment (CRA), fire safety and the Town is entering the midway point of its 2018-2028 Fire Master Plan.

#### 9. Public Meetings

None

**10. Matter Tabled/ Deferred/ Unfinished Business** None

#### **11. Notice of Motions**

- i. Councillor Couper advised he is providing a notice of motion in support of a resolution passed by the City of Pembroke recommending that funding for RCVTAC be continued.
- **ii.** Deputy Mayor Lynch advised he is bringing forward a notice of motion direct staff to send a letter to the County of Renfrew Algonquin Trail Advisory Committee to request that the name "Arnprior Station" be designated to identify the newly seeded Algonquin Trail land located on John Street South at Meehan Street.

#### 12. Staff Reports

 a) Zoning By-law Amendment Number 2/22 (24 Sheffield Street) Resolution Number 085-23 Moved by Lynn Grinstead Seconded by Chris Toner That Council consider all written and oral submissions received on application ZBLA-2/22 the effect of which will help Council make an informed decision; and

#### Page 2

**That** Council adopt a by-law to amend Zoning By-law Number 6875-18, for the lands known municipally as 24 Sheffield Street, to amend the zoning from "Residential Two Holding symbol H1 (R2(H1))" to "Residential Two Exception 44 with holding symbol H1 (R2\*44 (H1))", to increase the permitted encroachment of balconies into the front yard to 1.7 m and to increase maximum height to 17 m with an added provision requiring any height above 13.5 m to be stepped back an additional 2.7 m from the edge of building roof.

**Resolution Carried** 

 b) Private Swimming Pool By-law Resolution Number 086-23 Moved by Lynn Grinstead Seconded by Chris Toner That Council adopt a by-law to repeal and replace By-law Number 4551-97, being the Regulation of Private Swimming Pools By-law, with a new proposed Regulation of Private Swimming Pools By-law.

**Resolution Carried** 

 c) 2022 Statement of Remuneration and Expenses paid to Council and Local Boards Resolution Number 087-23 Moved by Billy Denault Seconded by Chris Toner That Council receives as information the attached 2022 Statement of Remuneration and Expenses paid to Council and Local Boards

**Resolution Carried** 

 d) Renfrew Aquatic Services – Billing Agreement Resolution Number 088-23 Moved by Lynn Grinstead Seconded by Chris Toner That Council adopt a by-law authorizing the Mayor and Clerk to enter into an Aquatic Services – Billing Agreement with the Town of Renfrew to allow for a portion of the out-oftown user fee charge to be paid by the user and the remaining portion to be paid by the Town of Renfrew.

**Resolution Carried** 

#### 13. Council Committee Reports and Minutes

- a) Mayors Report None
- b) County Councillors Report

County Councillor Lynch reported the following from Renfrew County Council:

- A Selling Food Forum has launched for the Selling Food Forum series. The two-part series includes an in-person workshop on March 1 in Eganville, followed by a virtual webinar on March 27. The cost to register is \$25 per person plus HST and includes locally inspired refreshments and lunch.
- Ottawa Valley Tourism Award Nominations are now open. Three new categories have been added bringing the total to six awards, including:
  - Tourism Champion (individual)

- Business/Organization of the Year
- $\circ~$  Event of the Year
- Tourism Marketing (new)
- Sustainability Champion (new)
- New Tourism Product (new)
- The Ottawa Valley has launched a new adventure motorcycle route in the Ottawa Valley. The Pick-Axe Loop, is approximately 350km and winds its way over scenic gravel and logging roads and through mixed forests. A short-documentary video highlighting the making of the route is currently being promoted in advance of the 2023 riding season and is available for viewing at the <u>Pick-Axe Loop</u>.
- At the end of February the Residential Market Activity Report noted sale activity in the Town of Arnprior 10 down from 15 in 2022, with an average price of \$395,000 in 2022 down from \$612,098 in 2023.
- Interesting information from the Algonquin Forest Local Citizens Advisory Committee is that the Pitcher Plant located in Algonquin Park eats salamanders.
- The Renfrew County and District Health Unit will be moving from Renfrew Place, Renfrew to the Town of Renfrew Town Hall at the end of June, 2023.
- Municipal Supply Tender was offered to municipalities with seven local municipalities taking up the offer including; the Town of Arnprior, and the Townships of Bonnechere Valley, Greater Madawaska, Horton, Laurentian Valley, Madawaska Valley and McNab/Braeside.
- The Operations Committee recommended to County Council that the services of McIntosh Perry Consulting Engineering Limited for a Transportation Master Plan (TMP) for the County of Renfrew, the Town of Arnprior and the Townships of Bonnechere Valley, Horton, Laurentian Valley, Madawaska Valley, and Whitewater Region be approved.

#### c) Committee Reports and Minutes

Councillor Billy Denault noted his attendance at the March 9<sup>th</sup> Airport Commission meeting, highlighting the following:

- Preparation for next winter season for in-house winter maintenance.
- A business proposal involving the airport, in its infancy stage, was discussed with further reporting to come forward.
- Agricultural Society presented on the potential for the 2023 Valley Festival to be held on Airport lands.
- Management is updating accounts and making investments in assets, and preparing for the audit as a condition of the Town's grant contribution.
- On June 17<sup>th</sup> the Commission is planning an "Aviation Day", for aviation enthusiasts and the whole family.

#### 14. Correspondence & Petitions

#### a) Correspondence Package – I-23-Mar-05

Resolution Number 089-23

Moved by Lynn Grinstead Seconded by Chris Couper

**That** the Correspondence Package Number I-23-Mar-05 be received as information and filed accordingly.

**Resolution Carried** 

County Councillor Lynch noted the following items:

- Page 17 The Ontario government is establishing a Paramedic Services Committee under the Occupational Health and Safety Act (OSHA). Examples of risks paramedics face while transporting and caring for patients includes violence, exposure to harmful chemicals and traumatic events. Paramedics are on the frontlines and sometimes respond to calls in place of firefighters or police.
- Page 24 The Ontario government is investing more than \$159 billion over the next decade to support infrastructure, including transit, highways, schools, hospitals, and long-term care projects. Of the 38 major infrastructure projects none are in Arnprior.
- Page 32 The Ontario government is expanding cancer coverage for firefighters. These changes will make it faster and easier for these heroes and their families to access the compensation and supports they deserve for thyroid and pancreatic cancers from the Workplace Safety and Insurance Board (WSIB).
- Page 52 Council members are reminded that this year's AMO Conference is hosted by the City of London at RBC Place London and DoubleTree by Hilton, August 20 23, 2023.
- Page 53 -LAS is hosting a series of three webinars focused on EV technology available through Canoe. Register today: Day 1 - March 22 (Fleet & Charging), Day 2 - March 29 (Equipment & Recreation), Day 3 - April 5 (Emergency Vehicles & Refuse Collection).
  - On question of County Councillor Lynch, the CAO advised staff from various departments will be attending the webinars.

#### b) Correspondence Package – A-23-Mar-04

Resolution Number 090-23 Moved by Billy Denault

Seconded by Chris Toner

**That** the Correspondence Package Number A-23-Mar-04 be received and that the recommendation(s) outlined be brought forward for Council's consideration.

**Resolution Carried** 

#### 15. By-laws & Resolutions

**By-laws** Resolution Number 091-23 Moved by Lynn Grinstead Seconded Billy Denault

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

- By-law Number 7366-23 Adopt ZBLA 2/22 (24 Sheffield Street)
- By-law Number 7367-23 Regulation of Private Swimming Pools
- o By-law Number 7368-23 Adopt Development Charges Background Study
- By-law Number 7369-23 Adopt Development Charges By-law

**Resolution Carried** 

#### Resolutions

## In-kind Support 2023 Renfrew County 55+ Senior Games VID-19 Restrictions and Barriers

Resolution Number 092-23 Moved by Lynn Grinstead Seconded by Chris Toner

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the 2023 Renfrew County 55+ Senior Games; and

**Whereas** the 2023 Renfrew County 55+ Senior Games is an eligible community organization under the Municipal Grants Policy; and

**Whereas** the 2023 Renfrew County 55+ Senior Games will be held during the month of May 2023 and provides local seniors with an opportunity to increase their social interaction, support improved physical and mental well-being through participation in recreational activities, and to promote active living among local seniors over the age of 55 across Renfrew County; and

**Whereas** the 2023 Renfrew County 55+ Senior Games will host two events in the Town of Arnprior:

- 1. Carpet Bowling (May 17th, 2023);
- 2. Pickle Ball (May 23rd and 24th, 2023);

**Therefore Be It Resolved That** Council supports the 2023 Renfrew County 55+ Senior Games by providing in-kind support through waiving the Nick Smith Centre Glenn Arthur Arena rental fees (value of approximately \$1,500.00) for their planned programming; and

**Further That** the 2023 Renfrew County 55+ Senior Games be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured for the events.

**Resolution Carried** 

#### 16. Announcements

Deputy Mayor Lynch made the following announcement(s):

- The Men's Shed Spring Craft Show is scheduled for May 13 at Robert Simpson Park with a rain location of the Nick Smith Centre.
- Arnprior & District Hospital Catch the Ace is now \$37,000.00.
- Congrats to the organizers of the Arts & Crafts Show held at the Nick Smith Centre last Saturday. It was amazing to see the crafts that were created.
- In Junior Hockey Playoffs, the Arnprior Packers lead the Smiths Falls Bears 3-1 with the next game taking place this evening at 8:30 p.m. at the Nick Smith Centre.

#### 17. Media Questions

None

#### 18. Closed Session

Resolution Number 093-23 (8:01 p.m.) Moved by Chris Couper

Seconded by Chris Toner

**That** Council meeting in closed session to discuss three (3) personal matters pursuant to Section 239 (2) (b) of the Municipal Act, about an identifiable individual, including municipal or local board employees (2023 Volunteer of the Year, Commemorative Naming Request, Striking Committee); and

One (1) matter pursuant to Section 239 (2) (c) of the Municipal Act, 2001 to discuss a proposed or pending acquisition or disposition of land by the municipality or local board (Land Acquisition).

**Resolution Carried** 

Resolution Number 094-23 (8:26 p.m.) Moved by Tom Burnette Seconded by Chris Couper **That** Council resume to Open Session

**Resolution Carried** 

Resolution Number 095-23 Moved by Lynn Grinstead Seconded Billy Denault **That** Council authorize staff to facilitate the awarding of the Volunteer of the Year Award to Glenn Arthur.

**Resolution Carried** 

Resolution Number 096-23 Moved by Tom Burnette Seconded by Lynn Grinstead **That** Council authorize staff to facilitate a commemorative naming for Ted Strike.

**Resolution Carried** 

Resolution Number 097-23 Moved by Chris Toner Seconded Billy Denault **That** Council authorize staff to facilitate the appointment of Murray Chown, Bradley Samuel, Koren Lam and Ted Strike to the 2022-2026 Committee of Adjustment / Property Standards Committee.

**Resolution Carried** 

Resolution Number 098-23 Moved by Tom Burnette Seconded by Chris Toner **That** Council authorize the CAO to negotiate the acquisition of land for the Daniel Street intersection project.

**Resolution Carried** 

#### 19. Confirmatory By-Law

Resolution Number 099-23 Moved Chris Toner Seconded by Chris Couper **That** By-law No. 7370-23 being a By-law to confirm the proceedings of the Regular Meeting of Council held on March 13, 2023 be and it is hereby enacted and passed.

**Resolution Carried** 

#### 20. Adjournment

Resolution Number 100-23 Moved by Lynn Grinstead Seconded by Chris Couper **That** this meeting of Council be adjourned at 8:28 p.m.

**Resolution Carried** 

#### Signatures

Dan Lynch, Deputy Mayor

Maureen Spratt, Town Clerk





### Some of our other events:

Baking with Grandma Marilyn

Santa Parades

**Euchre Tournament** 

Shamrock & Shenanigans Dance



Light refreshments served at game 4 break



Arnprior Witches Walk

International Women's Day

Tim Hortons Camp Day Page 11 THE ARNPRIOR AGRICULTURAL SOCIETY PRESENTS: AMROCKS & HENANIGANS DANCE THE NIGHT AWAY TO THE MUSIC OF EASTBOUND OF BYTOWN COUNTRY, ROCK & IRISH FAVOURITES March 11th 8pm-1am 285 Albert St Arnprior Parish Hall \$20 In Advance \$25 At Door

**The Arnprior Agricultural Society** is so much more than just one event

Page 12

## Our next mission:

# Farm Comes to Town

# September 2023

An event that would introduce all local students to where their food comes from and why agriculture is so important for food and environmental security.















Offering students a chance to learn where their food comes from, farm to table.

One goal is to show the students what it takes to get the finished product PIZZA, from the ground

to the table







- 1. Wheat
- 2. Combining the wheat
- 3. Grinding the wheat to make flour
- 4. Making the dough using the flour
- 5. Finished Pizza!!

Page 15





## Farm Safety

- → Slow moving signs and what vehicles they apply to (farming machinery that can't go over 40 km/h)
- → Importance of wearing hearing protection around louder noises (loud tractors, loud workplaces, etc)
- Animal danger (injuries and damage around animals you don't know and animals that don't know you)
- → Effects of trespassers on a farmer's land (money lost, property damage, crop damage)









- Safely passing farm equipment (large machinery have to try to stay over as far as possible but have to swerve to miss mailboxes, trees, etc. when passing, just pass and don't cut the farmer off when going in front of them)
- → Clothing (proper clothing vs clothing that isn't safe. Steel toe boots vs sandals)
- → Safety on ATV's, Dirtbikes, side by sides, cars and trucks (sharing the road. How to safely drive while avoiding accidents)



## **How Farming Benefits The Community**

- Supporting local economy will help the community keep some food dollars and help support local businesses
- Marketing sustainability will help keep a long term viability and security in food production
- Buying local means not importing as much food
- Local farming keeps money circulating in the community instead of being exported to absent shareholders. These benefits could go back to the restaurants, farmers markets, etc)





Page 17

## Where Food Comes From

Page

#### Benefits of locally grown food

- Locally grown food is fresh, looks and tastes better
- Supports the farmer
- Can be cheaper than what you find in the store



The duration period before an animal can be sent to slaughter after a antibiotic is always respected as per the law.

#### Displays

- Different farm animals with an explanation of what kind of food the animal can give you ( dairy cows give milk. Beef cows give beef,steak. etc)
- The process of what is done before the food reaches our plates
- Stages of plants before it is on your plate





### **How Farming Benefits The Environment**

- How cattle can save out grasslands (cows eating our grasslands helps prevent overgrowth, minimize the risk of the grass catching fire and the manure is a natural fertilizer)
- Most farmers will compost manure and can use the manure as fertilizer to help grow the crops
- Helps keep our soil and water ways healthy and protected
- Very effective way of land use





Page 19

## **Benefits Of Supporting Local Farmers**

- ⇒ Health improvement. Buying fresh food from local farmers or local farmers market isn't treated to stay edible for longer periods of time
- ⇒ Environmental issues. Food that has to be exported or imported can cause high amounts of CO2 emissions
- ⇒ Support for the future. Shopping for food local keeps the local food going and help the growth of the local farms

Support Local Farms





## **Entertainment**

- Games (charades, trivias, races, etc)
- Live music
- Contests (farming bingo, farming darts, etc)
- Dunk tank
- Farming arts and crafts
- Bouncy castles











## **Displays**



Page 22



- Pen of farm animals
- Farm equipment
- Farming workplace displays
- Crops display



The AAS would propose to work with the Town of Arnprior to bring this exciting opportunity to the local students.

The Nick Smith Centre would be an ideal site for this endeavour as it would provide space for the exhibits as well as an indoor space for the luncheon.

## Thank you for hearing our presentation and considering our proposal.

Further questions can be directed to: Stacy Howard Arnprior Ag Society General Manager valleyagfestival@gmail.com 613-229-2190

Presentation prepare

#### Naming of Arnprior Station along Algonquin Trail

Moved by County Councillor Dan Lynch

Seconded by \_\_\_\_\_

**That** Council direct staff to send a letter to the County of Renfrew Algonquin Trail Advisory Committee to request that the name "Arnprior Station" be designated to identify the newly seeded Algonquin Trail land located on **John Street South** at Meehan Street.

## Support for the Renfrew County Virtual Triage and Assessment Centre (RCVTAC)

Moved by Councillor Chris Couper

Seconded by \_\_\_\_\_

**Whereas** the Renfrew County Virtual Triage and Assessment Centre (RCVTAC) has been operating since March 2020 providing residents of the County of Renfrew with an invaluable medical response option for our residents, many of whom are without a regular primary care physician;

**Whereas** RCVTAC has provided over 73,000 family physician virtual assessments, over 69,000 paramedic onsite assessments and over 55,000 paramedic home visits since its inception;

**Whereas** every month, RCVTAC currently handles 5,000 calls, 3,000 assessments and 1,000 avoidable emergency department visits;

**Whereas** RCVTAC provides an effective and efficient medical care option that helps to relieve stress on our local emergency departments;

**Whereas** 86% of RCVTAC users have reported that their health care concern was dealt with at their first virtual encounter and 93% of RCVTAC users have reported being happy or very happy with the service;

**Whereas** funding from the Government of Ontario for RCVTAC is scheduled to conclude in March 2023;

**Now Therefore Be It Resolved That** the Council of the Corporation of the Town of Arnprior resolves as follows:

- That the Town of Amprior fully and strongly supports the Renfrew County Virtual Triage and Assessment Centre (RCVTAC) as a valuable, innovative proven model for the delivery of certain non-emergent health care needs as one part of our overall health care system;
- That the Town of Arnprior strongly calls upon the Government of Ontario to continue funding the Renfrew County Virtual Triage and Assessment Centre (RCVTAC) as a permanent health care option for residents across the County of Renfrew; and
- 3. That a copy of this resolution be forwarded to Sylvia Jones, Deputy Premier and Minister of Health; John Yakabuski, MPP for Renfrew-Nipissing-Pembroke; and Peter Emon, Warden of the County of Renfrew.



#### Town of Arnprior Staff Report

Subject: Recreation Joint Use Agreement Report Number: 23-03-27-01 Report Author and Position Title: Jennifer Morawiec, GM Client Services/ Treasurer and Graeme Ivory, Director of Recreation Department: Client Services / Recreation Meeting Date: March 27, 2023

#### **Recommendations:**

That Council receive report number 23-03-27-01 as information.

#### Background:

Section 11 of the Municipal Act, 2001, as amended, provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public. Further, subsection 20(1) of the Municipal Act 2001, as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

In 2015 the Town of Arnprior and the Township of McNab/Braeside entered into an agreement (By-Law 6485-15) for use of the recreation centre (Nick Smith Centre). This agreement was intended to be a long-term agreement covering a 20-year timespan from 2016-2035 as the agreement included an initial 5-year term and three extended 5-year terms.

In November 2021, Council passed By-Law 7231-21 which amended the original 2015 agreement to reflect the methodology amendments that were recommended by the Municipal Recreation Committee as part of the agreement's 5-year review clause (per section 5.1.4)

On December 22, 2022 the Township of McNab/Braeside provided written notice under section 3.2 of their termination of the agreement effective June 30, 2023. The Township of McNab/Braeside also stated they are open to negotiating a new agreement.

#### **Discussion:**

Under the current agreement, McNab/Braeside provides an annual contribution to the Town of Arnprior to help offset a portion of the Town's operating expenses for the facility. In return, McNab/Braeside residents are able to use the recreation centre at a discounted (intown) rate. The current agreement comes with pros and cons.

Pros:

- Provides for a fixed annual revenue for budgetary purposes.
- Encourages increased facility use numbers.
- Avoids complicated facility use charges for user groups that pull from both McNab/Braeside and Arnprior for a user base.

Cons:

- McNab/Braeside residents on a per capita basis are charged considerably less than an Arnprior resident for the same use and do not contribute to the capital costs of the facility.
- With population growth, Arnprior residents are being impacted by some programming capacity constraints as spots are filled by McNab/Braeside residents.

2022 Update - Recreation Agreement					
2012 Opdate - Recircution Agreement					
Population (2022) - M/B	7591	60%	4555	32.1%	
Population (2022) - Arn	9629	100%	9629	67.9%	
	17220		14184		
	2021	2022	2023	2024	2025
NET Operating Deficit (Reset)	\$1,042,222				
NET Operating Deficit (CPI 2.0% Cap)	\$1,063,066	\$1,084,327	\$1,106,014	\$1,128,134	\$1,150,697
20% Pool & Efficiency Reduction	\$ (212,613)	\$ (216,865)	\$ (221,203)	\$ (225,627)	\$ (230,139)
Effective NET Operating Deficit	\$ 850,453	\$ 867,462	\$ 884,811	\$ 902,507	\$ 920,558
	5 Year Term				
	%	2022	2023	2024	2025
Net Operating Deficit (Base reset + 2.0%)		867,462	884,811	902,507	920,558
Arnprior Portion	67.9%	588,905	600,683	612,697	624,951
Total M/B Grant	32.1%	278,557	284,128	289,811	295,607
Total M/B Grant \$		278,557	284,128	289,811	295,607
M/B \$ per capita		36.70	37.43	38.18	38.94
		2022	2023	2024	2025
Net Operating Deficit (Base reset + 2.0%)		1,084,327	1,106,014	1,128,134	1,150,697
Arnprior Contribution \$		805,770	821,886	838,323	855,090
Capital Arnprior \$ (average)		560,351	560,351	560,351	560,351
Total Arnprior \$		1,366,121	1,382,237	1,398,674	1,415,441
Arnprior \$ per capita		141.88	143.55	145.26	147.00

#### Table 1 – Current Agreement – 2022 Calculations

Agreement Methodology: While the full 2021 methodology review and recommended changes are attached in Appendix A, a brief description of the Table 1 calculation is as follows:

- (a) Basis of Allocation: Population was selected as the preferred basis of allocation over weighted assessment or user fee numbers due to the simplicity of use and the direct link to the number of residents who can avail themselves of recreation services.
- (b) Population Data: Update the population with census data when available and utilize MPAC Household #'s x Stats Canada Census average household size to project population increases for years when updated census data is not available.
- (c) Population Weight Factor: A weight factor of 100% for Arnprior and 60% for McNab/Braeside is applied to recognize that all McNab/Braeside residents are not oriented to Arnprior (further distance) and that McNab/Braeside should continue to have autonomy to fund their recreation and cultural facilities and activities.
- (d) Net Operating Deficit: In 2021 the net operating deficit was reset to reflect a more recent 4 year average with an annual cap increase of 2.0% CPI to be applied over the 5 year term.
- (e) Efficiency Reduction: A 20% efficiency reduction was applied to the net operating deficit based on the historic 2015 theory that the NSC building, built in 1978, has some functional and operating deficiencies, particularly the pool facility.
- (f) Capital Contribution: The current agreement does not include capital costs as part of the grant calculation for McNab/Braeside.
- (g) Service Impacts: A clause was added to the agreement to address any service level impacts (such as COVID-19 facility closures) that provide some grant relief to McNab/Braeside and covers a portion of base operating costs for Amprior.

#### **Considerations:**

1. Per Capita Costs

Under the current methodology, an Arnprior resident currently incurs a higher cost per capita for the Nick Smith Centre compared to a McNab/Braeside resident.

2022 Costs:	Arnprior	McNab/Braeside
Per Capita Cost (\$)	\$141.88	\$36.70

The lower per capita cost for McNab/Braeside residents is due to the population weight factor, efficiency reduction and largely that capital costs are not included in their costing.

Given the significant past capital investments (annual avg \$560K) that the Town of Arnprior has recently made into the facility to improve efficiencies including but not limited to LED lighting, new roofing, improved insulation barriers, HVAC system improvements, electrical and refrigeration improvements, and ceiling upgrades, the justification to continue an efficiency reduction is waning.

Additionally, significant future capital investments (over \$5M) for the Nick Smith Centre are planned in the next 5-years of the long-range capital forecast, to help ensure that the 40+year old facility can achieve its useful life. Following proper cost accounting for the life of an asset, an allocation of the shared use costs for the Nick Smith Centre facility should include both operating and capital expenses.

2. Capacities / Facility Users

As large facilities such as the Nick Smith Centre have a certain amount of base costs to operate, increasing the use of the facility by maximizing number of users can help offset these costs. Historically, encouraging McNab/Braeside users to utilize the NSC at in-town rates through the Joint Use Agreement was beneficial to bring more users to the facility.

With the growth impacts that Arnprior has experienced and will continue to experience; Arnprior has less need to rely on users from McNab/Braeside to fill programs as in the past. Recently, the Town has reached capacity for some of its facility programming resulting in some cases where Arnprior residents have been unable to register for programs as spots have been filled by non-resident users.

A more detailed breakdown of facility user figures is included in Appendix A, overall, the user trend is that McNab/Braeside users represent approximately 28% of all facility users. In comparison, the contribution from McNab/Braeside under the Joint Use Agreement covers approximately 17% of the facility operating and capital costs.

Facility User (#)	Pool	Arenas	Programs	TOTAL
Arnprior	5411	1401	1661	8473
McNab/Braeside	3775	816	576	5167
Other	3637	421	474	4532

Table – 2022 Registration Users\*\*

\*\*Based on data from user groups and does not account for volume of uses

Facility Use (%)	Pool	Arenas	Programs	TOTAL
Arnprior	42%	53%	61%	47%
McNab/Braeside	29%	31%	21%	28%
Other	28%	16%	17%	25%

#### Next Steps:

1. Current Agreement - Verify 2023 Population Adjustment

Section 7.6 of the current agreement indicates that the Municipal Recreation Committee shall meet on at least one (1) occasion prior to May 31<sup>st</sup> in each calendar year, at which time adjustments under section 5.1.1 (only applied in 2015) and 5.1.3 (annual population adjustment) shall be undertaken.

The 2023 population adjustment has been calculated and is included in Appendix B. As the methodology for calculating the population adjustment was already set by the Municipal Recreation Committee, typically accepting the annual adjustment is just a formality. Council can appoint two members to the Municipal Recreation Committee for purposes of officially approving the population adjustment if deemed required. A closed session is included on Council's agenda for potential striking committee purposes.

2. Future – New Agreement / Non-Resident Rates

Going forward, Council could decide to either negotiate a new agreement with McNab/Braeside or proceed without an agreement. A closed session is included on Council's agenda for purposes of establishing a position or instruction to be applied to any negotiations on behalf of the municipality.

(a) Negotiate a new agreement with McNab/Braeside

This option would require establishing and appointing a Negotiating Committee and determining a mandate for those negotiations. Council could aim to negotiate a new agreement that is retroactive to July 1, 2023 or could have a new agreement, if successfully negotiated, apply to a future date (i.e. January 1, 2024).

(b) Proceed without an agreement

This option would require implementing non-resident user rates for direct programming and developing a costing model for user groups with joint registrations (such as Minor Hockey, Ringette, Figure Skating and Hockey leagues) to offset the joint use revenues. Staff would bring Council back a further staff report, identifying any amendments required to the user fees and charges bylaw.

#### **Options:**

This report is for information purposes. Next steps are outlined above.

#### **Policy Considerations:**

By-Law 6440-15 – Interim Joint Use Recreation Agreement By-Law 6485-15 – Joint Use Recreation Agreement By-Law 7231-21 – Amend Joint Use Recreation Agreement

#### **Financial Considerations:**

While a large facility such as the Nick Smith Centre with a pool, two ice pads and a community hall is a large financial responsibility on the Town of Arnprior, both from an operational and from a capital perspective; there are enormous benefits for facility users from a recreational perspective, as well as facilitating healthy and active lifestyles.

Recovering the costs of the Nick Smith Centre can take many forms, including various levels of user fees, joint use agreements and levy funding. Currently the 2023 operating budget includes \$284,128 of funding from McNab/Braeside. This amount will be amended to \$278,916 to reflect the population adjustment. For the period January 1 to June 30, 2023, the Town will invoice McNab/Braeside for 50%, \$139,458. For the 2023 year, this leaves \$144,670 of revenue that would need to be recovered through another source such as user fees and charges.

	Value (\$)
2023 Operating Budget – M/B Funding	\$284,128
Adjustment for Population – M/B Funding	\$278,916
50% of Funding (to June 30, 2023)	\$139,458
Funding Gap (Budget less 50% funding)	\$144,670

While dependent on a number of variables (user numbers, volume of programs, user fee rates, cost model for joint registrations), current estimates indicate that the majority of the funding gap can be recovered through user fees during the July-December time period with minimal impact on the 2023 operating budget.

#### **Meeting Dates:**

November 24, 2020 – Municipal Recreation Committee December 14, 2020 – Regular Meeting of Council September 14, 2021 – Municipal Recreation Committee October 25, 2021 – Municipal Recreation Committee December 13, 2021 – Regular Meeting of Council

#### **Consultation:**

N/A

#### **Documents:**

Appendix A: 2021 Recreation Joint Use Agreement – Methodology Review

Appendix B: 2023 Population Update

Appendix C: 2022-23 Facility User Figures

Appendix D: Correspondence Letters between McNab/Braeside & Town of Arnprior

#### Signatures

**Reviewed by Department Head:** 

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt
August 26, 2021 J. Morawiec - Arnprior K. Coughlin – McNab/Braeside

### Arnprior & McNab/Braeside Recreation Joint Use Agreement

### **Treasurers – Methodology Analysis, Options & Recommendations**

As requested by the Joint Use Recreation Committee, Treasurers from both McNab/Braeside and Amprior met to discuss the main points and issues surrounding the current agreement methodology.

Methodology Items	Considerations
Basis of Allocation	Should population continue to be used as the basis of allocation for the joint use agreement methodology?
Population Data	How should population data be updated when the census is completed every four years and the County no longer provides Manifold Data Mining population data for free.
Population Weight Factors	Should the 100% (Arnprior) / 60% (McNab/Braeside) population weight factor still be used in the methodology calculation?
Net Operating Deficit Cap	<ul><li>(a) Should the base operating deficit be reset to a more current value than the amount carried forward from 2015?</li><li>(b) Should the annual cap be set at CPI instead of 1%?</li></ul>
Pool & Efficiency Reduction	Should the 20% efficiency reduction applied to the calculation be reduced to reflect the facility investments made by Arnprior over the last 5 years?
Capital Contribution	Should a contribution to facility capital investments be considered?
Service Impacts	Should the agreement include a formal clause to address service level impacts (such as the global pandemic) that provides grant relief to M/B while covering a portion of base operating costs for Arnprior?

## (a) Basis of Allocation

In 2015 significant review and analysis was conducted by the Recreation Committee to determine the basis of the allocation for the Joint Use Agreement. The methodology bases were considered, each having their own merits.

### Options:

- 1 Weighted Assessment
- 2 Population Base
- 3 User Fee Numbers

In 2015 Population Base was selected as the preferred methodology based due to its simplicity and direct link to the number of residents who can avail themselves of recreation services.

**Recommendation**: Continue with population as the basis of allocation for the methodology.

### (b) Population Data

If population continues to be the basis of allocation in the annual calculation, how population is determined will need to be confirmed. Current census data should be utilized when available, normally ever four years however a method for updating populations figures on non-census data yeas needs to be determined.

### Options:

1 – Manifold Data Mining

As per the current agreement, utilize population data from Manifold Data Mining. For the first few years of the agreement, this data was provided at no cost from the County of Renfrew to lower tier municipalities, however they no longer provide this data. The data could be purchased annually (Library estimated a cost of \$400 when they procured the data). Estimates in the past received by the Town's MEDO were much higher. The cost of the data could be cost shared as part of the calculation.

### 2 – MPAC Household x Stats Canada Census average household size

Annually municipalities are provided an updated household data number (as seen on annual OPP data statements). The change in the number of households x the average household size as per Stats Canada Census data, could be added to the population totals of each municipality.

Example Calculation:

Example: Population Forecas	t for 2022	
	Arnprior	M/B
2021 households (est.)	4306	3249
2020 households (est.)	4244	3222
Increase in Households	62	27
x Census Avg Household Size	2.2	2.5
Est. Population Increase	136	68

For the methodology calculation, Arnprior's population would increase by 136 people. In comparison, for the last three years, an average estimate of 141 additional people per year had been used. For McNab/Braeside it would result in an increase of 68, compared to a 48 person decrease.

3 – Change in Census Data extrapolated over four years.

The change in past census data could be used however this would utilize growth data that is at least four years old and may not reflect current growth.

**Recommendation:** Update the population with census data when available and utilize Option #2 - MPAC Household #'s x Stats Canada census average household size.

### (c) Population Weight Factors

The current methodology includes a weight factor of 100% for Arnprior and 60% for McNab/Braeside. This factor was not a mathematical calculation but was based on:

- Compared to weighted factors from similar joint use agreements (e.g. Pembroke / Laurentian Valley)
- It recognizes that all McNab/Braeside residents are not oriented to Arnprior; and
- Recognizes that McNab/Braeside should continue to have autonomy to fund their recreation and cultural facilities and activities.

Options:

1 – Status Quo

Leave the population weight factors as is, for the same reasons identified in 2015.

2 – User Data

While theoretically user data could be utilized to try and determine what percentage of Arnprior and McNab/Braeside populations use the NSC facility, these are not currently tracked at this time and are quite difficult to track. For example, when ice is rented, the renter is not required to provide the Town with the home addresses of all of the participants. While our recreation programming software Perfect Mind will over time have participant data, obtaining accurate and timely data from large user groups such a Minor Hockey or Ringette would be difficult.

3 – Manifold Data Mining – distance of McNab/Braeside users from facilities

The Arnprior Public Library obtained data for the number of McNab/Braeside population with 10, 20 and 30 minute access to the facility. Given the proximity of the Nick Smith Centre, this population data would be fairly similar.

Total Population:7,347Within 10 minutes:2,824 (38% of population)Within 20 minutes5,226 (71% of population)

Assumptions could be used to determine a calculation that would drive the population weight factor. Example: If you assume those within a 20 minutes access will utilize Arnprior instead of Renfrew, you could adjust the population percentage is closer to 70% than 60%. On the flip side, if you assume only 50% of the population within 20 minutes would utilize Arnprior facilities, then this would adjust the population percentage down to 55%.

**Recommendation:** Status quo – remain with the 60% population weight factor. While in 2015, the 60% was set based on more qualitative than quantitative factors, the current exercise of looking at proximity data actually showed that the range is probably between 55% - 70% which supports the use of the 60% weight factor.

### (d) Net Operating Deficit Cap

The net operating deficit cap of 1.0% was intended to provide consistency and stability for McNab/Braeside contributions on a year over year basis.

Options:

1 – Status Quo

Remain with a 1.0% net operating deficit cap.

2 – Reset Base Operating Deficit, then apply 1.0% cap

The true net operating deficit has carried forward from 2015 at a rate higher than 1%. For example, in 2019, the actual net operating deficit was \$1,097,088 versus the capped deficit of \$904,568 which means that the per capita cost for Arnprior residents is increasing at a much higher rate than for McNab/Braeside residents. Going forward, the net base operating deficit could be reset to a more current value with the 1% cap applying to that as a starting point for the 5 year term. Due to COVID impacts on 2020 and 2021, a four year average of net operating deficit is proposed.

	2018	2019	2020	2021 (budget)
Net Operating Deficit (capped @ 1% increase)	\$ 895,611	\$ 904,568	\$ 913,613	\$ 922,749
Net Operating Deficit (Actual / Budgeted)	\$1,096,247	\$1,097,088	\$ 935,891	\$ 1,039,661
Net Operating Deficit (Actual / Budgeted 4 Yr Avg)				\$ 1,042,222

Instead of a 1% cap on the net operating deficit, an annual CPI could be applied (i.e. Stats Can – CPI all items, annual avg, Ottawa-Gatineau (closest proximity for data), year over year increase). The methodology could adjust for CPI based on the last year or for increase stability an average CPI could be applied from the last five year term. The average CPI over the last five year term was 1.7%.

Consumer Price Index, annual average, not seasonally adjusted						
Ottawa-Gatineau, Ontario part, Ontario/Quebec						
	2015	2016	2017	2018	2019	2020
All-items	126.5	128.1	129.9	133.2	135.9	137.8
% Increase (Yr over Yr)		1.3%	1.4%	2.5%	2.0%	1.4%
Average (Yr over Yr)						1.7%

## 4 – Reset Base Operating Deficit, then apply CPI for annual capping

Implement the reset of the base operating deficit described in #2 above and apply CPI for annual capping purposes described in #3 above.

**Recommendation:** To better allocate a fair share of costs, implement Option #4 – reset the base operating deficit and applying CPI of 1.7% over the 5 year term.

### (e) Pool & Efficiency Reduction

In 2015, the Net Operating Deficit was further discounted by 20% for the following reasons:

- Arnprior has full control of decisions related to the NSC operations and programs.
- The NSC built in 1978, while an excellent facility, has both function and operational inefficiencies.
- The swimming pool, while an important lifestyle asset to our communities, has and will continue to impose large financial deficits to the NSC operations.

### Options:

### 1 – Status Quo

Leave the pool & efficiency reduction at 20% for the reasons identified in 2015.

2 – Reduce the Discount to 15%

The discount could be reduced to 15% over the 5 year term, at a declining rate of 1% per year recognizing the investments that the Town of Arnprior has made into the facility to improve efficiencies including but not limited to LED lighting, new roofing, improved insulation barriers, HVAC system improvements, electrical and refrigeration improvements, and ceiling upgrades.

**Recommendation:** Status Quo. Leave the efficiency discount a 20%.

Note: As there is a link between the efficiency reduction and Arnprior capital contributions to maintaining the facility, consideration could be given to either (i) decreasing the efficiency

## (f) Capital Contribution

In 2015, the joint use agreement did not include any capital contribution as part of the grant calculation for McNab/Braeside.

Options:

1 – Status Quo

Continue the grant calculation without a contribution towards the capital expenses for the facility.

2 – Contribution to Capital

Acknowledging that proper cost allocation for services would include both operating and capital expenses, the grant calculation could include a contribution to the capital investment in the facility. The capital investment could be calculated in a number of ways: (i) % of average capital investment over the last five years; (ii) % of average capital investment planned over the current five year term of the agreement; (iii) a set annual dollar value.

## Recommendation: Status Quo.

Note: As there is a link between the efficiency reduction and Arnprior capital contributions to maintaining the facility, consideration could be given to either (i) decreasing the efficiency reduction; or (ii) a set capital contribution. If not considered now, this should be a factor for the next methodology review set for 2026.

## (g) Service Impacts

The current agreement does include dispute resolution mechanisms, it does not address significant service impacts such as the global pandemic.

Options:

1 – Status Quo

Do not amend the agreement terms and leave annual service level impact adjustments to the committee for negotiation.

2 – Formalize agreement amendment to address service impacts

Draft and develop an amendment to the agreement to address service level impacts such as mandated facility closures that provides grant relief to McNab/Braeside and some coverage for base operating costs for Amprior.

**Recommendation:** Implement option #2 and formalize an agreement amendment to address service impacts.

Methodology Items	Considerations	Staff Recommendations	Committee Actions
Basis of Allocation	Should population continue to be used as the basis of allocation for the joint use agreement methodology?	Continue with population as the basis of allocation for the methodology.	Agreed – implement.
Population Data	How should population data be updated when the census is completed every four years and the County no longer provides Manifold Data Mining population data for free.	Update the population with census data when available and utilize Option #2 - MPAC Household #'s x Stats Canada Census average household size.	Agreed – implement.
Population Weight Factors	Should the 100% (Arnprior) / 60% (McNab/Braeside) population weight factor still be used in the methodology calculation?	Continue with the 60% population weight factor.	Agreed – implement.
Net Operating Deficit Cap	(a) Should the base operating deficit be reset to a more current value than the amount carried forward from 2015? (b) Should the annual cap be set at CPI instead of 1%?	Reset the base operating deficit (4 yr average used vs current deficit due to COVID impacts) & annually applying CPI of 1.7% (5 yr average) over the 5 year term.	Reset operating based deficit with 4 year average and annually apply 2.0% CPI over the 5 year term.
Pool & Efficiency Reduction	Should the 20% efficiency reduction applied to the calculation be reduced to reflect the facility investments made by Arnprior over the last 5 years?	Status Quo. Maintain the 20% efficiency reduction. Consider lowering the efficiency reduction in the 2026 methodology review.	Agreed – implement.
Capital Contribution	Should a contribution to facility capital investments be considered?	Status Quo. Consider a contribution to capital in the 2026 methodology review.	Agreed – implement.
Service Impacts	Should the agreement include a formal clause to address service level impacts (e.g. global pandemic) that provides grant relief to M/B while covering a portion of base operating costs for Arnprior?	Update the agreement to include a clause to address service level impacts that provides grant relief to M/B while covers a portion of base operating costs for Arnprior.	Agreed – implement.

# Appendix B: 2023 Population Adjustment

2023 Population Update - Recreation Agre	ement				
Population (2023) - McNab/Braeside	7656	60%	4594	31.5%	
Population (2023) - Arnprior	9979	100%	9978.8	68.5%	
	17634.8	10070	14572	00.070	
	2021	2022	2023	2024	2025
NET Operating Deficit (Reset)	\$1,042,222				
NET Operating Deficit (CPI 2.0% Cap)	\$1,063,066	\$1,084,327	\$1,106,014	\$1,128,134	\$1,150,697
20% Pool & Efficiency Reduction	\$ (212,613)	\$ (216,865)	\$ (221,203)	\$ (225,627)	\$ (230,139)
Effective NET Operating Deficit	\$ 850,453	\$ 867,462	\$ 884,811	\$ 902,507	\$ 920,558
			5 Year Term		
	%		2023	2024	2025
Net Operating Deficit (Base reset + 2.0%)			884,811	902,507	920,558
Arnprior Portion	68.5%		605,896	618,014	630,374
Total M/B Grant	31.5%		278,916	284,494	290,184
Total M/B Grant \$			278,916	284,494	290,184
M/B \$ per capita			36.43	37.16	37.90
			2023	2024	2025
Net Operating Deficit (Base reset + 2.0%)			1,106,014	1,128,134	1,150,697
Arnprior Contribution \$			827,098	843,640	860,513
Capital Arnprior \$ (average)			560,351	560,351	560,351
Total Arnprior \$			1,387,449	1,403,991	1,420,864
Arnprior \$ per capita			139.04	140.70	142.39
McNab / Braeside:		2022	2023	2024	2025
Original Estimate		269,592	274,984	280,483	286,093
Adjusted for Population		278,557	278,916	284,494	290,184
Population Forecast for 2023					
	Arnprior	M/B			
2021 households (MPAC)	4244	3249			
2022 households (MPAC)	4403	3275			
Increase in Households	159	26			
x Census Avg Household Size	2.2	2.5			
Est. Population Increase	350	65			
Arnprior Population 2022	9629	7591			
Forecasted Increase	350	65			
2023 Forecasted Population	9979	7656			

### Ice Rentals - 2022-2023 Season

This provides data on the primary minor groups - Arnprior Minor Hockey Association (AMHA), Arnprior McNab Ringette Association (AMRA), and the Arnprior Figure Skating Club (AFSC), adult groups (Men's and Women's Hockey) and seniors groups that rent ice at the Nick Smith Centre. All data is provided directly from each respective user group.

User Region	AMHA	AMRA	AFSC	Adults	Seniors
Arnprior	52.5%	27.6%	70%	44.9%	45.3%
McNab/Braeside	41.6%	38.8%	30%	41.7%	37%
Other	5.9%	34.6%	0.0%	13.4%	17.7%

### Pool Rentals - 2022-2023 Season

The following chart provides residency data or participants in the Amprior Bluefish Swim Club (ABSC). This data was provided directly from the Swim Club.

User Region	ABSC
Arnprior	53.1%
McNab/Braeside	37.5%
Other	9.4%

Recreation Department Programming - 2022

The following chart outlines program participation data from all Town-run programs at the Nick Smith Centre. Renfrew is specifically highlighted in this data set due to their Aquatic Services Billing Agreement. Drop-In Program programs include pickleball, public skating, public swimming, badminton and youth nights.

User Region	All Rec Programs	Aquatic Programs	Camps	Drop-In Programs*
Arnprior	46.6%	45.9%	50.4%	46.0%
McNab/Braeside	27.8%	26.6%	35.9%	28.0%
Renfrew	6.9%	9.0%	2.1%	6.6%
Other	18.7%	18.5%	11.6%	19.4%

\*Residential information is not captured for participants in all drop-in programs



December 21, 2022

Town of Arnprior 105 Elgin Street W Arnprior, Ontario K7S 0A8

Re: Joint Use Recreation Agreement - Notice of Termination

Please be advised that at the December 20<sup>th</sup>, 2022 Regular Meeting, Council of the Township of McNab/Braeside passed the attached Resolution pursuant to section 3.2 of the Joint Use Recreation Agreement between the Town of Arnprior and the Township of McNab/Braeside.

Pursuant to section 3.2 of the said Agreement, dated June 25, 2015, please consider this our formal, written notice of termination of this current Agreement effective June 30<sup>th</sup>, 2023.

As the current Agreement states in section 7.2, "it is necessary to revisit and review periodically the operation and performance of the Agreement so as to ensure the methodology and relevant assumptions which formed the basis of the Agreement are current and working to the satisfaction of the parties during the Term and any Extended Term and to discuss at a high level mutually beneficial ways to provide better recreation services to Town residents and Township Residents".

Since entering into the Joint Use Recreation Agreement in 2015, the Township of McNab/Braeside has developed a strong Recreation Department, built two new Recreation Facilities and have been able to provide more Recreation programs and services to our residents, and neighbouring residents. Thus, the need to revisit the current terms of this Agreement is being requested.

It is Council's intention to continue to work with the Town of Arnprior to negotiate a new Joint Use Agreement through the Municipal Recreation Committee, that is satisfactory to all parties involved.

Yours truly,

Mark MacKenzie Mayor



Date: December 20, 2022

THAT Council direct staff to send notice to the Town of Arnprior indicating that the Township of McNab/Braeside is hereby providing notice of termination of the current Joint Use Recreation Agreement with the Town of Arnprior in accordance with clause 3.2 of Schedule A of By-Law #2015-70;

AND FURTHER THAT Council wishes to renegotiate a new Joint Use Recreation Agreement with the Town of Arnprior, through the Municipal Recreation Committee, with the hope of reaching a mutually beneficial Agreement.

AND FURTHER THAT Council appoint Mayor Mark MacKenzie and Councillor Scott Brum to sit on the Municipal Recreation Committee.

Cori Hoddenotto

DEPUTY MAYOR

Declaration of Interest: \_\_\_\_\_ Recorded Vote: \_\_\_\_\_

Carried: \_\_\_\_\_ Defeated: \_\_\_\_\_ Withdrawn: \_\_\_\_\_

Abstain	Voting	Yea	Nay
	M. MacKenzie		
	L. Hoddinott		
	K. Rosien		
	S. Brum		
	R. Campbell	·····	

February 1, 2023

Mayor Mark MacKenzie Township of McNab/Braeside 2473 Russett Drive Arnprior ON K7S 3G8

RE: Joint Use Recreation Agreement – Notice of Termination

Dear Sir:

I would like to acknowledge receipt of your correspondence dated December 21, 2022 regarding the Resolution indicating your formal, written notice of termination of the current Joint Use Recreation Agreement, effective June 30, 2023, between the Town of Arnprior and the Township of McNab/Braeside. Town staff will report to Council for direction in this matter and will advise at our earliest opportunity if it is Council's intention to negotiate a new agreement.

I note that McNab/Braeside Council has taken the step of appointing members to a Municipal Recreation Committee. I would suggest that while Section 7 of the current Agreement references a Municipal Recreation Committee for the purposes of revisiting and reviewing the current Agreement, a negotiating committee for a new agreement, could take a different format and would need to be discussed between the parties if negotiations are going to move forward.

Sincerely,

Robin L. Paquette

Robin Paquette CAO



February 22, 2023 Mayor Lisa McGee Town of Arnprior 105 Elgin St. West Arnprior ON K7S 0A8

Re: Joint Use Recreation Agreement - Meeting Request

Dear Mayor McGee:

Thank you for your letter February 1, 2023, acknowledging our letter dated December 21, 2022, expressing our desire to terminate the current Joint Use Recreation Agreement as written and work towards a new agreement that together we can come up with a new agreement that meets the overall objectives stated in the old one.

While this specific agreement has been terminated, it is still in effect until June 30, 2023. According to Section 7, there is a defined committee that is to meet before May 31<sup>st</sup> to review the yearly adjustments and this will still need to happen as we feel that there has been a change in circumstances that require addressing in the agreement.

The population numbers that you have provided for the 2023 calculation for McNab/Braeside's contribution have Arnprior's population decreasing from 9776 to 9629 and McNab/Braeside's population increasing from 7347 to 7591.

When this committee meets, we would be pleased to discuss format for a Joint Committee to negotiate a new Joint Recreation Agreement that continues to reflect the high-level goals that benefit all in the region at fair levels of contributions and provides greater access for residents in both communities.

Please provide some availability to hold this meeting at your earliest possibility.

Sincerely,

Qindsey Qee

Lindsey Lee CAO/Clerk

 Township of McNab/Braeside • 2473 Russett Drive, Amprior, ON K7S 3G8

 Tel: 613-623-5756 • Fax: 613-623-9138 • Toll Free: 1-800-957-4621

 mcnabbraeside.com

 Page 46



# Town of Arnprior Staff Report

Subject: Budget Matters – Expenses: Ontario Regulation 284/09 Report Number: 23-03-27-02 Report Author and Position Title: Jennifer Eve, Manager of Finance & Jennifer Morawiec, GM Client Services / Treasurer Department: Client Services Meeting Date: March 27, 2023

## **Recommendations:**

That Council adopt this report by Resolution as required under the Municipal Act, 2001, Ontario Regulation 284/09.

## **Background:**

Municipalities are required to prepare annual Financial Statements in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA). These accounting principles included accounting for post-employment benefits expenses, solid waste landfill closure and post-closure expenses, and amortization expenses (related to tangible capital assets). The PSAB accounting standards adopted for municipalities however do not require that annual budgets be prepared on the same basis.

Ontario Regulation 284/09 permits municipalities to exclude a portion or all of the following expenses from their annual budgets:

- Post-employment benefits expenses,
- Solid waste landfill closure and post-closure expenses, and
- Amortization expenses (related to tangible capital assets).

However, the legislation requires staff to prepare an annual report to Council which identifies the expenses that have been included in the PSAB Financial Statements but excluded from the budget, identifies the impact of these differences on the change in the municipality's accumulated surplus, and analyzes the impact of excluding these expenses from the budget on future capital assets funding requirements.

# **Discussion:**

As permitted under Regulation 284/09 in preparing the budget for a year, a municipality may exclude from the estimated expenses all or a portion of the following:

- Post-employment benefits expenses,
- Solid waste landfill closure and post-closure expenses, and
- Amortization expenses (related to tangible capital assets).

These expenses were not included in the Town's operating budget for 2023. The Town, like most municipalities, continues to prepare budgets on the traditional funding basis where revenue and expenditures for operating and capital budgets are balanced.

## Impact of Excluded Expenses on 2023 Budgeted Accumulated Surplus

Accordingly, on a funding basis, there is no projected impact to the Town's projected accumulated surplus (Contribution to Reserves less Capital Investments) from the 2023 Budget. Regulation 284/09 requires a municipality to identify the impact of the 2023 budget on the Town's accumulated surplus after converting the 2023 budget and assumptions to the full accrual basis of accounting (PSAB).

The equity of a municipality is defined as "accumulated surplus". The accumulated surplus consists mainly of:

- Operating Fund Surpluses including local boards
- Equity in Tangible Capital Assets
- Reserves and Reserve Funds
- Less Unfunded Liabilities such as Employee Future Benefits and Post Closure Landfill Sites

The result PSAB financial reporting requirements are that the Town's surplus for budgeting purposes differs from the surplus on the Town's financial statements. The estimated effect on the 2023 ending surplus due to the excluded expenses and change in reporting is anticipated to be a net increase of \$2,686,015 summarized as follows:

Post-employment benefits expense	-
Solid waste landfill closure and post-closure expenses	(54,343)
Amortization of tangible capital assets	(\$3,809,142)
Acquisition of tangible capital assets	\$6,549,500
Estimate net increase (accumulated surplus)	\$2,686,015

The changes to accounting and reporting requirements under PSAB are a financial accounting treatment only and do not affect operating surpluses. This difference is one of financial statement presentation only.

Explanations of the impacts to the accumulated surplus are outlined below:

a) Employee Future Benefits/Post-Employment Benefits Expenses

The Town currently does not have any Employee future benefit / post-employment benefit expenses where the benefits are earned by employees in the current period but not paid for by taxes or rates until a future period. Benefits for retirees are paid for by the retiree, not the Town. These could include items such as sick leave benefit plans, long-term disability plans, Workplace Safety and Insurance Act (WSIB) benefits and post-retirement plans.

b) Solid Waste Landfill Closure and Post Closure Expenses

Under the Ontario Environmental Protection Act, the Town is required to provide for the closure and post-closure care of solid waste landfill sites. The costs related to these obligations are provided over the estimated remaining life of the landfill site based on usage and recorded as such on the Town's Consolidated Financial Statements.

PSAB standards do not require liabilities associated with solid waste landfill closure and postclosure care activities to be fully funded by setting aside any portion of the accumulated surplus as reserves and/or reserve funds.

As at December 31, 2023, the estimated liability for landfill closure and post-closure costs will be approximately \$1,250,515 which is funded by the Landfill Reserve's estimated balance of \$1,974,314. The impact (change) of Landfill Closure and Post-Closure costs is a decrease to the accumulated surplus and is estimated to be \$54,343 in 2023.

The Town does include an annual contribution to the Landfill Reserve in the operating budget of \$51,000 to address the annual increase in the Landfill closure and post-closure costs to ensure that sufficient funding will be available to discharge this liability over the remaining life of the landfill site.

c) Amortization Expense to Tangible Capital Assets

Annual financial statements include amortization expenses on tangible capital assets as required by PSAB standards. Amortization expense for 2023 is estimated at \$3.8M based on current tangible capital assets and planned capital investments.

Although the Town's 2023 operating budget does not include amortization expenses on tangible capital assets, provisions are made for contributions to Reserve/Reserve Funds to fund the planned capital expenditures.

	Tangible Capital Assets
Reserve/Reserve Funds	\$3,274,795
Development Charges	\$619,233
Government Grants	\$1,942,972
Other Funding Sources	\$712,500
TOTAL 2023 Budget	\$6,549,500

2023 planned capital expenditures of \$6.5M are directly related to tangible capital asset replacement/additions. The capital budget is funded through a combination of reserves, development charges and government grants. The operating budget also includes the financing (debt repayment) of \$921K for prior capital investments.

Overall, while the estimated 2023 amortization expense of \$3.8M will reduce the Town's accumulated surplus, the planned investment in tangible capital assets of \$6.5M will offset this impact and will result in a net increase to accumulated surplus.

# **Options:**

N/A

# **Policy Considerations:**

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

# **Financial Considerations:**

As outlined in the report above.

# **Meeting Dates:**

N/A

# Consultation:

N/A

# **Documents:**

N/A

## Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



# Town of Arnprior Staff Report

Subject: Sign By-law Review – Public Engagement Strategy Report Number: 23-03-27-03 Report Author and Position Title: Alix Jolicoeur, Manager of Community Services/Planner Department: Community Services Branch Meeting Date: March 27, 2023

## **Recommendations:**

**That** Council provide direction to staff to proceed with Public Engagement Phase 1, and, after drafting a revised Sign By-law, with Public Engagement Phase 2, as outlined within this report.

## Background:

The current Town of Arnprior Sign By-law was adopted in 2004.

Staff are recommending reviewing and replacing the existing sign by-law. Replacement is being recommended over amending the existing by-law to allow for the by-law to be reorganized to make it easier for residents and business owners to find and understand the information they are looking for.

## **Discussion:**

Municipalities control and have rules for the signs erected by individuals and businesses on private and public property. This power to regulate signs is found in the Municipal Act and other legislation.

A sign by-law is a basic tool in the municipal toolbox councils rely on to advance the public interest in their community. Sign regulations are principally concerned with aesthetics and safety. The details of sign by-laws vary from municipality to municipality, reflecting the differences in local circumstances, values and priorities.

Municipal sign by-laws typically achieve their objectives through rules governing the following matters:

- Where signs can be located;
- The types of signs permitted;
- The number, size, and height of signs;
- Other characteristics of signs considered important to control in the public interest;
- Administrative and enforcement provisions.

While the rules of a sign by-law for a given type of sign may differ from one municipality to another, there is nevertheless a consistency among the municipal approaches to signage and the rules for signs that result in either good or bad signage in a community. One objective of this review is to arrive at a new Sign By-law for Arnprior that incorporates the best practices of other municipalities while reflecting local circumstances, values and priorities.

So why is a review of the sign by-law proposed?

- 1) The by-law is out of date
  - The current sign by-law from 2004 may no longer accurately reflect local circumstances, values and priorities and does not include new technologies such as LED signs.
- 2) Feedback received identified that sign clutter may be a concern
  - The First Impression Community Exchange in 2017 identified that the volume of signage in some areas of the municipality was high and took away from the beauty we know Arnprior has to offer. It will be important to get resident and business feedback to understand their views on this.
- 3) The current sign by-law does not include consideration of the Heritage Conservation District (HCD)
  - Arnprior adopted an HCD for Downtown Arnprior in 2007. The HCD is intended to conserve and enhance the heritage character of downtown. New signage can have a big effect on the heritage character. As such, a sign by-law review should consider incorporating HCD guidelines to support the continued conservation and enhancement of Downtown Arnprior.
- 4) The current by-law lacks clarity on the process for obtaining a sign permit
- 5) Make the by-law easier to read and understand
- 6) Consider best practices from other municipalities
- 7) Clarify when a building permit is required in addition or as part of a sign permit application.
- 8) Detail the process for requesting a minor variance or amendment to the sign by-law
  - It is not always possible for a sign to meet the by-law, detailing the process for requesting an amendment or variance will make it clearer to applicants what is required, the timeline who makes a decision and based on what criteria

The purpose of the Sign By-law review will look at the current Arnprior Sign By-law, identify its strengths, weaknesses, gaps and prepare an appropriate new Sign By-law based on the findings of the review and public consultation.

Public engagement will be extremely important in providing direction for the new sign by-law.

Public and business engagement is intended to be broad and gather information on community values and priorities. To get the most out of initial engagement, a public and business survey is proposed to gather feedback that would be helpful in drafting the by-law. Further consultation and engagement will be conducted once a draft of the by-law is complete.

Based on a variety of information including feedback from the First Impression Community Exchange, questions from the public and businesses, as well as common feedback regarding signs received by other municipalities during consultation, staff have identified some specific issues and common areas of concern in which staff would like to gather more feedback on prior to draft a new sign by-law.

These issues and areas of concern include:

- 1) What does an appropriate amount of signage look like to you?
- 2) How important is signage to your shopping decisions?
- 3) Should signage with changeable letters be permitted on permanent signs?
- 4) Should electronic or digital signage be permitted? If yes, are there any specific rules that should apply?
- 5) How long should a temporary sign be allowed to remain?
- 6) For event signage, how long before an event should signage be able to go up?
- Should businesses be able to install signage for their business outside of the property the business is on? For example, installing signage on Daniel Street for a business on Decosta St.
- 8) Should enforcement of the signage by-law continue to be on a complaint driven basis or should we take a more proactive approach to signage enforcement?

The public engagement proposed by staff is broken down into two main phases:

### Public Engagement Phase 1: Initial Feedback

1) Business survey

Prepare and launch a short survey specifically targeted to businesses to gather their feedback on signage before we start drafting a new sign by-law. The survey would include specific closed ended questions, as well as the opportunity to provide more general comments. The intention is to have this survey available and open for 2 to 4 weeks.

2) Residents/general public survey

Prepare and launch a short survey targeted to residents more generally to gather their feedback on signage before we start drafting a new sign by-law. The survey would include specific closed ended questions, as well as the opportunity to provide more general comments. The intention is to have this survey available and open for 2 to 4 weeks.

Once we have this initial feedback staff will use this direction to draft a proposed sign by-law reflective of current community values, priorities and local circumstances.

Public Engagement Phase 2: Feedback on the proposed draft sign by-law

- Open house regarding the proposed draft
   Once the draft sign by-law has been developed an open house is proposed to present
   findings of the public engagement, introduce the draft by-law, answer questions about
   the draft and get feedback on what is proposed.
- 2) Opportunity for feedback online In addition to the open house, it is proposed that the draft by-law be made available online with information on how to provide feedback electronically. The intention is to have this option available and open for 2 to 4 weeks.

The draft sign by-law would be brought to Council with a summary of the feedback received during Phase 2 of the public engagement process and a staff response to this feedback and recommendations for changes, if suggested.

Staff are bringing forward this report to Council in advance of initiating the signage by-law review process and public engagement to gather feedback on the proposed public engagement strategy and to hear from Council on any other sign by-law issues that we should include in the initial surveys.

# **Options:**

- 1. Accept the public engagement and initial issues for public engagement as proposed by staff.
- 2. Provide staff with additional or alternative public engagement and/or initial issues for public engagement to consider.
- 3. Direct staff not to proceed with a review or update to the sign by-law.

# Policy Considerations:

Section 11(3) states "A lower-tier municipality and an upper-tier municipality may pass bylaws, subject to the rules set out in subsection (4), respecting matters within the following spheres of jurisdiction:

- ....
- 7. Structures, including fences and signs."

# **Financial Considerations:**

Public engagement and drafting a proposed new sign by-law will require staff time. The work is proposed to be done internally; therefore the anticipated costs are covered under the operational budget.

# **Meeting Dates:**

N/A

# **Consultation:**

- Jacques Benoit, Chief Building Official
- Lindsay Wilson, Marketing and Economic Development Officer

# **Documents:**

1. Existing Sign By-law 5209-04

# 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

# CORPORATION OF THE TOWN OF ARNPRIOR SIGN AND MERCHANDISE DISPLAY BY-LAW

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## BY-LAW No. 5209-04

Section 10	GHO	Page Number	
Section 1.0	SHO	RT TITLE	1
Section 2.0		ENT AND SCOPE	1
Section 3.0 Section 4.0	DEF.	INITIONS	1
Section 4.0		UNISTRATION OF THE BY-LAW	6
	4.1	Conformity with By-law and Approved Plans	6
	4.2	Removal of Illegal Signs	6
	4.3 4.4	Appeal	6
	4.4 4.5	Penalty	6
	4.5 4.6	Validity	7
	4.0 4.7	Conflict with other Bylaws	7
Section 5.0		Preceding Bylaws	7
Section 5.0	SICN	HIBITED SIGNS	7
Section 0.0	6.1	S ALLOWED WITHOUT PERMIT IN ALL CATEGORIES	8
	6.2	"No Trespassing"	8
	6.3	Real Estate Signs	8
	6.4	Directional Signs	3
	6.5	Memorial Signs/Tables	5
	6.6	Flags8Public Election8	5
	6.7	Public Information Signs	5
	6.8	Temporary Signs	5
	6.9	Temporary Signs    8      Civic Address Signs    8	5
	6.10	Internal Signs	5
	6.11	Development Signs	5 \
Section 7.0		/ISIONS FOR SIGNS REQUIRING PERMIT	, 1
	7.1	Limit on Number of Signs	
	7.2	Exceptions	
	7.3	Compliance with Site Development Agreements	)
	7.4	Compliance with Zoning By-law	ý
	7.5	Mixed Uses on One Lot	)
Section 8.0	GRO	UND SIGNS	)
	8.1	General Provisions	
	8.2	Exceptions for Residential Uses 10	
	8.3	Exceptions for Shopping Centre Uses	
	8.4	Exceptions for Institutional Uses 11	
	8.5	Exceptions for Agricultural and Recreational Uses	
Section 9.0	WAL:	L SIGNS 11	
	9.1	General Provisions	
	9.2	Exceptions for Residential Uses 11	
	9.3	Exceptions for Commercial and Industrial Uses	
	9.4	Exceptions for Shopping Centre Uses 12	
	9.5	Exceptions for Institutional Uses 12	,
Section 10.0		<b>DPY SIGNS</b>	
	10.1	General Provisions	,
	10.2	Exceptions for Commercial and Industrial Uses	
Section 11.0		IT SIGNS	
	11.1	General Provisions	
	11.2	Exceptions for Shopping Centre Uses	

## Page Number

,

Section 12.0	PROJECTING SIGNS 13			
	12.1 General Provisions			
Section 13.0	READOGRAPH SIGNS 13			
	<b>13.1</b> General Provisions			
Section 14.0	REVERSED GRAPHICS SIGNS 1			
	14.1 General Provisions			
Section 15.0	CONSTRUCTION SIGNS			
Section 16.0	BILLBOARD SIGNS 14			
Section 17.0	PORTABLE SIGNS AND MERCHANDISE DISPLAYS 1			
	17.1 General Provisions			
	<b>17.2</b> Location			
	<b>17.3</b> Compliance			
	17.4 Merchandise Display Standards			
	17.5 Portable Sign Standards 15			
Section 18.0	NON-CONFORMING SIGNS			
Section 19.0	MAINTENANCE			
Section 20.0	MATERIALS AND STRUCTURAL REQUIREMENTS 16			
	<b>20.1</b> Material			
	<b>20.2</b> Structural			

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### BY-LAW No. 5209-04

BEING A BY-LAW TO REGULATE SIGNS, MERCHANDISE DISPLAYS AND OTHER ADVERTISING DEVICES IN THE TOWN OF ARNPRIOR.

WHEREAS the Municipal Act, R.S.O. 2001, c. 25 provides in Section 99,that Councils of local municipalities may pass by-laws to regulate and control the erection of signs in a municipality;

AND WHEREAS the Corporation of the Town of Arnprior deems it advisable to pass this By-law;

NOW THEREFORE the Council of the Corporation of the Town of Arnprior enacts as follows:

#### 1.0 SHORT TITLE

1.1 This By-law shall be known and cited as "The Sign and Merchandise Display Bylaw".

### 2.0 **INTENT AND SCOPE**

2.1 This By-law shall apply to the whole of the Town of Arnprior. The intent of the By-law is to regulate signs and merchandise displays for controlling community appearance and safety.

#### 3.0 **DEFINITIONS**

- 3.1 "Alter" means any change to the sign structure or sign face with the exception of:
  - a) a change in the message being displayed;
  - b) repair and maintenance, including replacement by identical components as required by this By-law.
- 3.2 **"Banner"** means a sign composed of lightweight material so as to allow movement which is caused by atmospheric conditions.
- 3.3 **"Building Code"** means the Ontario Building Code, as amended from time to time and includes any regulations thereunder.
- 3.4 "Canopy, Attached" means an architectural and integral part of a building providing shelter from the elements, for entrances to buildings and walkways in unenclosed shopping centres, plazas, hotels, apartment buildings, places of entertainment and other similar building types.
- 3.5 "Canopy, Free Standing" means a building or structure unenclosed on all sides, which structure may provide protection or shelter from the weather.
- 3.6 "Chief Building Official" means the person so appointed by Council pursuant to the provisions of the Ontario Building Act.
- 3.7 "Commercial Office Building" means a building which may contain more than one storey and is used for business and professional office purposes. For the purposes of this definition a partial second floor or a mezzanine level shall not be considered to constitute a storey.
- 3.8 "Common Entrance" means an entrance to an indoor corridor, passageway or staircase serving premises not having direct access.
- 3.9 "Council" means the Council of the Corporation of the Town of Amprior.

#### BY-LAW NO. 5209-04

#### Page 2

- 3.10 "Direct Access" means access to a covered or uncovered walkway, sidewalk, parking area or other outdoor public way, but shall no include an interior corridor.
- 3.11 "Electronic Message Display" means a sign or that part of a sign which is electronically controlled and which displays information in a pre-arranged sequence and on which the intensity of illumination is maintained at a constant level; which may also include time and temperature signs.
- 3.12 "Erect" means the placing or relocation of any sign or part thereof and the posting of notices.
- 3.13 "Exterior Wall" means a portion of the perimeter wall of a building facing one direction.
- 3.14 "Height of Sign" means the vertical distance from the ground to the highest extremity of the sign including the border or frame and in the case of a sign without border or frame, the vertical distance from the ground to the top extremity of the sign that is the highest.
- 3.15 "Home Business Occupation or Professional Sign" means a sign identifying a permitted accessory business use in a residential zone.
- 3.16 "Legal Non-conforming Use" means a legal use as described in the Planning Act, R.S.O. 1990, C.P.13 and amendments thereto, which does not comply with the provisions of the Zoning By-law of the Town of Arnprior.
- 3.17 "Length of Sign" means the horizontal distance of the sign including the border or frame and in the case of a sign without border or frame, it means the horizontal distance between the extremities of the sign that is the widest.
- 3.18 "Lot" shall mean a parcel or tract of land which is capable of being legally conveyed to the extent that a consent contemplated by Section 53 of the Planning Act, R.S.O. 1990, C.P.13 would not be required for its conveyance.
- 3.19 "Lot Line" means the legal boundary of a lot or a vertical projection thereof.
- 3.20 "Marquee" means an awning raised as a shelter from the curb to the door of a dwelling or public building.
- 3.21 "Merchandise Display" refers to any display of goods or merchandise for sale, offer or promotion of professional service and in the case of a restaurant may include the location of cafe tables and chairs on a sidewalk.
- 3.22 "Person" means an individual, association, firm, partnership or incorporated company.
- 3.23 "**Premises**" means the area of a building(s) or part thereof and/or land(s) or part thereof occupied by a user. In a multiple occupancy building, each single occupancy shall be considered a separate premises.
- 3.24 **"Radial Area"** means an area which is reserved for the exclusive use of a single sign and within which no other sign may be erected.

### BY-LAW NO. 5209-04

- 3.25 "Shopping Centre" means a unified group of commercial establishments on a site, designed, developed and managed as a single operating unit for which parking is provided in common off-street areas, as opposed to a business area comprising of unrelated individual commercial establishments.
- 3.26 "Sight Triangle" means the area of a corner lot which is formed by measuring from the projected point of intersection of the two street curbs abutting the front and exterior side lot lines a distance of 9.0 metres along each street to two points and the triangle area formed by the joining of those two points.
- 3.27 "Sign" means any advertising device or notice and means of any visual medium including its structure and other component parts, which is used or is capable of being used to attract attention to a specific subject matter, other than itself, for identification, information or advertising purposes. "Sign" is more particularly defined in the following subsections:
  - a) "Awning Sign" means a wall sign supported entirely from the exterior wall of a building composed of non-rigid materials except for the supporting framework.
  - b) **"Billboard Sign"** means a single or multiple faced ground sign erected and maintained by persons engaged in the rental of the sign for advertising purposes and has a sign face area which is at least 10 square metres per sign face.
  - b) "Canopy Sign" means a sign erected as an integral part of an attached canopy or a free standing canopy.
  - c) "Construction Sign" means a temporary sign that may include, in whole or in part, information related to or advertising the construction of a building or structure in the process of being erected on the premises where the sign is situated, or which may identify a component part of such building or structure or person involved in it design and construction.
  - d) **"Development Sign"** means a temporary sign that may include, in whole or in part, information related to or advertising the development of a plan of subdivision.
  - e) "Directional Sign" means a sign of the public safety or which provides directional information for the control of vehicular traffic such as an entrance or exit sign or a loading area and bearing no commercial advertising and may take the form of a "Ground Sign" or "Wall Sign".
  - f) **"Double-Faced Sign"** means a sign having two sign faces, each face being of equal area and identical proportions to the other and with each face located on the sign structure so as to be exactly opposite each other.
  - g) "Election Sign" means any sign advertising or promoting the election of candidates.
  - h) **"Fascia Sign"** means a single faced sign located in an architectural sign band and/or above the ground floor window in such a manner that the sign is parallel to the main wall of the building to which it is attached.

### BY-LAW NO. 5209-04

- i) **"Flashing Sign"** means an illuminated sign, fixed or rotating upon which the source of illumination is not stationary or the intensity of the illumination or colour is not constant, but does not include illuminated signs indicating time or temperature.
- j) "**Ground Sign**" means any sign directly supported by the ground without the aid of any other building or structure, other than the sign structure.
- k) "Illuminated Sign" means a sign that provides artificial light directly or through any transparent or translucent material, from a source of light connected with such sign, or a sign illuminated by a light focused upon or chiefly directed at the surface of the sign.
- 1) "Internal Sign" means a sign visible to persons only when they are located in the building in which the sign is situated.
- m) **"Portable Sign"** means any sign not securely anchored to the ground or to a building or which because of its design may be moved and shall include a sign located on a vehicle, other than a sign printed or painted on the side identifying ownership of a commercial vehicle, if such sign identifies, advertises or gives information in respect to a premises or part thereof. For the purposes of this by-law, signs commonly known as Trailer or Mobile Signs, A-Frame Signs and Inflatable Signs shall be considered "Portable Signs".
- n) **"Projecting Sign"** means a sign which is affixed to a building, wall or structure and which projects perpendicularly from the building face. For the purposes of this by-law an "Awning Sign" shall not be considered a "Projecting Sign".
- o) "Public Information Sign" means any of the following signs:
  - iii) signs erected by or under the direction of a government agency;
  - signs designating public hospitals, schools operated by the Renfrew County District School Board or Renfrew County Catholic District School Board, Arnprior Public Library, Arnprior District Recreation Facilities, or other public government use.
  - v) signs required by the municipality to inform the public of proposed zoning changes, official plan amendments, severance, or plans of subdivision on the property subject to the application.
- p) "Pylon Sign" means a ground sign supported on a central column or two columns, on which the advertising portion or the sign is more than 2.4 metres above the ground.
- q) **"Readograph Sign"** means a sign constructed so that the message located thereon may be easily rearranged or changed.
- r) "Reversed Graphics Sign" means an internally illuminated sign having translucent or transparent advertising copy on an opaque background where the background is similar in colour to the wall or canopy to which the signs attached.
- s) "Roof Sign" means a sign supported by the roof of a building or a sign supported by a portion of a building or structure projecting above the surface of the roof.

BY-LAW NO. 5209-04

- t) "Soffit Sign" means a sign supported by the underside of a projecting canopy or soffit.
- u) "Third Party (Non-Accessory) Sign" means a sign related to a business, enterprise or other activity not conducted within the building or upon the premises on which the sign is erected and has a sign face area of less than 10 square metres.
- v) "Wall Sign" means a sign which is erected against the wall of any building, the display area of which is parallel to the face of and supported by such wall. For the purposes of this by-law, an "Awning Sign" is deemed to be a "Wall Sign".
- 3.28 "Sign Face Area" means the number of square metres on the surface of a sign including the border and/or frame, and where there is no border shall include all the area of the surface lying within the extremities of the smallest geometric form which can wholly enclose the surface area of the sign.
- 3.29 **"Sign Face"** means that portion of a sign, excluding the sign structure, upon which, or through which, the message of the sign is displayed. Each side of a sign is considered on sign face.
- 3.30 **"Sign Structure"** means a structure which supports or is capable of or intended to support any sign face and which in turn is supported by the ground or by a building or structure not an integral part of the sign.
- 3.31 "Storey" means the portion of the building other than the cellar, basement or unfinished attic which lies between the surface of the floor and the surface of the next floor or roof above it.
- 3.32 "Use Category" means a land use category as defined in the following subsections of this by-law and whose permitted uses are in accordance with the Zoning By-law of the Town of Arnprior.
  - a) **"Commercial Use"** means the use of any land, buildings or structures for the purposes of buying and selling commodities or supplying of services.
  - b) "Industrial Use" means the use of any land, buildings or structures for the purposes of warehousing, manufacturing, processing or assembly of goods or materials to a finished product or by-product, including the storage of such goods or materials.
  - c) "Institutional Use" means the use of any land, buildings or structures for the purposes of any institution owned and operated by a religious, educational or charitable institution.

BY-LAW NO. 5209-04

Page 6

- d) "Recreational Use" means the use of any land, buildings or structures for the purposes of park, playgrounds, tennis courts, lawn bowling greens, curling and skating rinks, athletic fields, picnic areas, swimming pools, day camps, community centres, snow skiing, walking trails, golf courses, miniature golf courses, golf driving ranges and other similar uses.
- e) "**Residential Use**" means the use of any land, buildings or structures for the purposes of human habitation and includes accessory home occupation uses permitted by the Town of Arnprior Zoning By-law.
- 3.33 **"Zone"** means a designated area of land use shown on the Schedules to The Corporation of the Town of Arnprior Comprehensive Zoning By-law, as amended.

### 4.0 **ADMINISTRATION OF THE BY-LAW**

This By-law shall be administered and enforced by the Chief Building Official or Town designate.

### 4.1 **Conformity with the By-law and Approved Plans**

It shall be the responsibility of the owner, lessee or authorized agent to comply with this By-law and the approved plans and specifications.

### 4.2 **Removal of Illegal Signs**

- a) When a sign is erected or displayed in contravention of the provision of this Bylaw, such sign may be removed immediately without notice, if located on, partly on, over or partly over property owned by or under the jurisdiction of the Town of Arnprior.
- b) If such sign is located on property other than property owned by or under the jurisdiction of the Town of Arnprior, the Town may deliver a notice by personal service or registered mail to the Lessees or Owner of the sign, their agents or the person or agent having the use or benefit of the sign, such notice requiring that the sign be permanently removed within the time specified in the notice and thereafter not replaced with any sign in contravention of this By-law.
- c) If the notice is not complied with, the Town of Arnprior may require that the municipality, its employees or an independent contractor enter upon the land and remove such sign at the expense of the owner of the sign.
- d) Signs so removed shall be stored by the municipality for a period of time not more than thirty (30) days, during which time the owner or his agent may be entitled to redeem such sign upon receipt by the Treasurer of the amount calculated by the Town of Arnprior as the cost of removing and storing the sign.
- e) Where a sign has been removed by the municipality and stored for a period of thirty (30) days and has not been redeemed, such sign may be destroyed or otherwise disposed of by the municipality.
- f) Notwithstanding any other provisions in this by-law, where a portable or moveable sign is placed on municipal property without approval, the Town may remove the sign without notice at the expense of the owner of the sign.

#### 4.3 Appeal

A decision of the issuing officer may be appealed to Council. Council may, upon application of any person, authorize minor variances from the provisions of the by-law, if, in the opinion of Council, the general intent and purpose of the by-law are maintained.

#### 4.4 **Penalty**

Every person who contravenes any provision of this bylaw is guilty of an offence and on conviction is liable to a fine of not more than \$5,000.00, pursuant to the Provincial Offences Act, R.S.O. 1990, C.P. 33.

### BY-LAW NO. 5209-04

### Page 7

## 4.5 Validity

In the event any part or provision of this bylaw is held to be illegal or void, it shall be considered separate and severable from the remaining provisions of this bylaw, which shall remain in force and be binding.

### 4.6 **Conflict with other Bylaws**

Where there is a conflict or a contradiction between this bylaw and any other bylaw of the Town of Arnprior, the provisions of this bylaw shall prevail.

### 4.7 **Preceding Bylaws**

By-law 4275-94, as amended, of the Town of Arnprior, is hereby repealed.

## 5.0 **PROHIBITED SIGNS**

No person shall erect, install, post, display maintain or keep on a premises any of the following types of signs:

- 5.1 Exterior signs which incorporate in any manner, any flashing or moving illumination which varies in intensity or which varies in colour and signs which have any visible moving parts, visible mechanical movement of any description, or other apparent movement achieved by electrical pulsations or by action of normal wind current other than for displaying time or temperature.
- 5.2 Signs which by reason of size, location, content, colouring or manner of illumination obstruct the vision of drivers or pedestrians or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on public streets and roads, or which are located in a sight triangle.
- 5.3 Signs which make use of words such as "Stop", "Look", "One Way", "Danger", "Yield" or any similar word, phrases, symbols, lights or characters in such a manner as to tend to interfere with, mislead, or confuse traffic and which are not erected by a Public Authority.
- 5.4 Signs located so as to obstruct or impede any required fire escape, fire exit, walkway, passageway, door, window, skylight, flue or air intake or exhaust or so as to prevent or impede free access of firefighters to any part of the building.
- 5.5 Signs on or over public property or public right of way, unless erected and approved in writing by a government agency having jurisdiction.
- 5.6 Signs painted on, attached to or supported by a tree, stone or other natural object or wooden utility pole.
- 5.7 Roof signs and signs erected in part or entirely above the surface of the roof of a building or structure.
- 5.8 String lights, other than temporary holiday decorations that affect lighting of boulevards and streets.
- 5.9 Signs attached to a projecting or freestanding canopy except canopy or soffit signs.
- 5.10 Any obsolete sign which no longer advertises a business conducted, or a product sold at the sign location. Such obsolete signs shall be removed within 30 days of the closing of a business.
- 5.11 Signs which obstruct a required parking space or utilize such parking space for purposes of locating a sign.

#### BY-LAW NO. 5209-04

### Page 8

## 6.0 SIGNS ALLOWED IN ALL USE CATEGORIES

Notwithstanding Sections 7.0 to 17.0 inclusive of this by-law, the following signs shall be permitted of all use categories in the Town of Arnprior. However, such signs shall comply with the following provisions:

- 6.1 **"No Trespassing"** signs or other such signs regulating the use of a property, shall have a sign area no greater than 0.5 square metres.
- 6.2 **Real Estate Signs** shall have a sign area no greater than 1.0 square metres in a residential area and no greater than 2.0 square metres in all other use categories, which advertise the sale, rental or lease of the premises or lot upon which said signs are located. Such real estate signs shall be removed within fourteen (14) days after the date of acceptance of an offer or the lease or rental of the premises. A maximum of one (1) sign per lot shall be permitted, except in the case of a corner or through lot, where a maximum of one (1) sign per street frontage shall be permitted.
- 6.3 **Directional Signs** shall have a sign area no greater than 0.5 square metres.
- 6.4 **Memorial Signs/Tablets** and signs denoting the date of erection of buildings, attached to the wall of a building or structure.
- 6.5 **Flags** bearing the crest or insignia of any corporation, government agency or religious, charitable or fraternal organization to a maximum number of three (3) such flags per lot.
- 6.6 **Public Election** lists, signs and candidate signs subject to the following:
  - i) Election signs shall have a sign area no greater than 5.0 square metres.
  - ii) Such signs shall not be erected more than six (6) weeks prior to the date of the election and shall be removed within seven days after the election.
  - iii) No election sign shall be permitted on any road allowance or municipal property under the jurisdiction of the Corporation of the Town of Arnprior.
  - iv) All signs shall be setback in accordance with this By-law.
  - v) All signs in contravention of this by-law shall be removed pursuant to the authority set out in the Municipal Act, R.S.O., 1990., C.M. 45, Section 210, Paragraph 146.
- 6.7 **Public Information Signs** as defined in Section 3.0.
- 6.8 **Temporary Signs** advertising festivals and community events, subject to the following:
  - i) Temporary signs shall have a sign area no greater than 3.7 square metres with a maximum of three (3) signs per event and a maximum of one (1) sign per lot.
  - ii) Temporary signs shall meet set backs as outlined in this By-law. Such signs may be located within a road allowance providing written approval is received from the appropriate authority having jurisdiction.
  - iii) Temporary signs shall be permitted to be displayed for a maximum of fourteen (14) days prior to, and shall be removed immediately after, the event.
- 6.9 **Civic Address Signs** indicating the municipal address of a building shall have a sign area no greater than 0.5 square metres and shall meet the requirements of the Town of Arnprior Civic Addressing By-law No. 4658-98.
- 6.10 **Internal Signs** as defined in Section 3.0 of this By-law.

BY-LAW NO. 5209-04

### Page 9

### 6.11 **Development Signs**

- "On-Site" Subdivision Development Signs, subject to the following:
- a) such signs must be located within the subdivision;
- b) such signs may advertise only the subdivision in which the sign is located and not the sale of lots elsewhere or the Realtors, developers, or landowners business in general;
- c) a maximum of two (2) signs shall be permitted per builder and the total combined sign face area shall not exceed 20.0 square metres;
- d) illumination of such signs shall only be from an external source;
- e) no other signs shall be permitted within the subdivision.

### "Off-Site" Subdivision Development Signs, subject to the following:

- a) a maximum of two (2) ground signs per subdivision being advertized, and having a maximum sign face area of 8.0 square metres each with a total combined sign face area of 16.0 square metres. Such signs shall be located in an **Agricultural or Open Space** Zone, not more than one (1) kilometre from the project for which the signs are erected, and at least 100 metres from a Residential Zone;
- b) illumination of such signs shall only be from an external source;
- c) no permit shall be issued for any such signs without the written consent of the registered owner of the land on which the sign is to be located.

Subdivision **Development Signs** on Sales Trailers and Sales Pavilions, subject to the following:

- a) a maximum of one (1) wall sign advertising the sale of lots or dwellings may be erected on a wall of a sales trailer or sales pavilion provided that it covers no more than 50% of one (1) wall of the sales trailer or sales pavilion;
- b) no part of the wall sign shall extend above the surface of the roof or beyond the extremities of the wall to which it is attached.

### 7.0 **PROVISIONS FOR SIGNS**

The following provisions shall apply in all use categories:

### 7.1 Limit on Number of Signs

Except as may otherwise be permitted in this bylaw, the maximum number of signs that may be erected shall be:

- i) One (1) fascia sign per business frontage; and
- ii) One (1) only of the following sign types per exterior wall per business premises:
  - a) Wall Sign
  - b) Canopy Sign
  - c) Soffit Sign
  - d) Reverse Graphics Sign
  - e) Projecting Sign

### 7.2 Exceptions

Notwithstanding Section 7.1 above, the following shall apply:

- i) One (1) ground sign may be erected for a lot having a street frontage greater than 125.0 metres.
- ii) Where a lot abuts two or more streets, an additional ground sign may be erected on the second street frontage provided that the lot has a minimum frontage of 15.0 metres along the second street.

### BY-LAW NO. 5209-04

### Page 10

## 7.3 **Compliance with Site Development Agreements**

- i) Where a site plan approved by the Town provides standards for signs and the signs for the development comply therewith, such signs shall be deemed to comply with this By-law.
- ii) Where a site plan including sign standards was approved by the Corporation of the Town of Arnprior, before the passing of this By-law, the requirements of the approved Site Plan Agreement apply, unless the appropriate application is made to the Town of Arnprior for a site plan amendment to allow additional signage in accordance with this By-law.

## 7.4 **Compliance with Zoning By-laws**

No person shall erect or maintain a sign upon a parcel of land or building unless it is accessory to a use which is lawfully being operated on such land in compliance with the Town of Arnprior Zoning By-law.

### 7.5 Mixed Uses on One Lot

Where a building or part of a building upon a single parcel of land contains more than one use category as defined in Section 3.0 of this By-law, the signs permitted shall be in accordance with the portion of the building attributed to each use category.

### 8.0 **GROUND SIGNS**

8.1 **General provisions** which apply to all "Ground Signs":

a) Street Lot Line Setback (minimum)	1.0 metre
b) Interior Lot Line Setback (minimum)	1.5 metres
c) Driveway Setback (minimum)	1.0 metre
d) Traffic Lights (if sign is more than 2.4 metres high)	15.0 metres
e) Single Sign Face Area (maximum)	5.0 square metres
g) Combined Sign Face Area (maximum)	10.0 square metres
h) Height of sign (maximum)	7.5 metres

## 8.2 **Exceptions for Residential Uses**

Notwithstanding the provisions of Section 8.1 to the contrary, the following shall apply for residential uses:

- i) Single-detached, semi-detached, duplex and free-hold townhouse dwellings may have one (1) ground sign, no greater than 0.4 square metres in sign area and 1 metre in height, containing a name, address and profession of a resident or occupant and shall not include any commercial advertising.
- ii) Multiple dwelling buildings and block townhouses may have one (1) ground sign per block, no greater than 2.4 square metres in sign area and 2.0 metres in height, identifying a multiple family building or other permitted use.

### 8.3 Exceptions for Shopping Centre Uses

Notwithstanding the provisions of Section 8.1 to the contrary, the following shall apply for shopping centre uses:

- i) No individual business or other enterprise may erect or maintain a ground sign.
- ii) Where a shopping centre lot area is in excess of 1.0 hectares, the maximum area of ground signs may be increased to 20 square metres in area per single sign face or 40 square metres for all combined sign faces provided this increased area shall only apply to a sign that is designed professionally to conform with the architectural and design details of the development.

BY-LAW NO. 5209-04

### Page 11

### 8.4 Exceptions for Institutional Uses

Notwithstanding the provisions of Section 8.1 to the contrary, the following shall apply for institutional uses:

i)	Sign Face Area (maximum)	2.0 square metres
ii)	Combined Sign Face Area (maximum)	4.0 square metres
iii)	Height of Sign (maximum)	4.0 metres

## 8.5 Exceptions for Agricultural and Recreational Uses

Notwithstanding the provisions of Section 8.1 to the contrary, the following shall apply for agricultural and recreational uses:

i) A maximum of two ground signs shall be permitted, each having a maximum sign face area of 5.0 square metres and together having a total sign face area of 10.0 square metres. Such signs shall advertise the name of the occupant of the use and shall not include any commercial advertising.

#### 9.0 WALL SIGNS

### 9.1 **General provisions** which apply to all "Wall Signs":

- a) Extension above Top of Roof Surface (maximum) 0 metres
- b) Projection from Wall Face (maximum)
  - c) Height above Finished Floor Level below Sign (minimum)

2.44 metres

0.5 metres

- d) A wall sign may extend around the corner of a building on which it is mounted and shall be deemed to be two (2) signs for the purpose of calculating permitted number of signs and permitted sign area.
- e) Wall signs shall be located at the storey having direct access to a street, except where a premises occupies all stories in a multi-storey building the wall sign may be erected on the next storey immediately above the storey having direct access to the street.

### 9.2 **Exceptions for Residential Uses**

Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for residential uses:

- i) Single-detached, semi-detached, duplex and free-hold townhouses may have one (1) wall sign no greater than 0.4 square metres in sign area containing a name, address and profession of a resident or occupant and shall not include commercial advertising.
- ii) Multiple dwelling buildings and block townhouses may have, in addition to signs permitted by Section 8.2 ii), one (1) wall sign no larger than 2.4 square metres in sign area at the ground floor level, for the purposes of identifying the building and shall not contain commercial advertising.

#### BY-LAW NO. 5209-04

### Page 12

## 9.3 Exceptions for Commercial and Industrial Uses

Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for commercial and industrial uses:

- i) The area of a wall sign shall not exceed 0.75 square metres per linear horizontal metre of the exterior wall of a building on which such sign is located. In multiple occupancy buildings, the sign face area for each business premises shall be proportional to the length of the exterior wall forming part of the premises. Notwithstanding the foregoing, the total area of a wall sign per business premises shall not exceed 16.0 square metres.
- ii) On a multiple occupancy building, a directory sign, no greater than 1.0 square metres in sign face area, will be permitted at the first floor level, listing names of businesses not having direct access to a public way.

## 9.4 Exceptions for Shopping Centre Uses

Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for shopping centre uses:

- i) The sign face area of a wall sign shall not exceed 0.75 square metres per linear horizontal metre of the exterior wall of a building on which such sign is located. In a shopping centre, the sign face area for each business premises shall be proportional to the length of the exterior wall forming part of the premises. Notwithstanding the foregoing, the total area of a wall sign per business premises shall not exceed 16.0 square metres.
- ii) An additional wall sign complying with Sections 9.1 and 9.4 i) may be permitted in lieu of a ground sign for the purpose of identifying the shopping centre.

### 9.5 **Exceptions for Institutional Uses**

Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for institutional uses:

i) Wall signs shall not exceed 0.5 square metres per linear horizontal metre of the building wall on which such sign is located. Notwithstanding the foregoing, the total sign face area of a wall sign per premises shall not exceed 10.0 square metres.

### 10.0 CANOPY SIGNS

- 10.1 **General provisions** which apply to all "Canopy Signs":
  - a) Height above Finished Floor/Grade Level below Sign (minimum) 2.44 metres
  - b) Extension beyond Canopy to which Sign Attached (maximum) 0 metres
  - c) A canopy sign shall be designed to be an integral part of the canopy fascia.
  - d) A canopy sign may extend around the corner of a building on which it is mounted and shall be deemed to be two (2) signs for the purpose of calculating permitted number of signs and permitted sign area.
  - e) Canopy sign shall be located on the storey having direct access to a street.

### 10.2 Exceptions for Commercial and Industrial Uses

Notwithstanding the provisions of Section 10.1 to the contrary, the following shall apply for commercial and industrial uses:
### BY-LAW NO. 5209-04

### Page 13

- A canopy sign shall not exceed 0.75 square metres per linear horizontal metre of a canopy upon which such sign is located. In multiple occupancy buildings the sign area for each business premises shall be proportional to the length of the exterior wall forming part of the premises. Notwithstanding the foregoing, the total sign face area of a canopy sign per business premises shall not exceed 16.0 square metres.
- ii) A canopy sign erected as an integral part of a free standing canopy shall not exceed 1.6 square metres in area.

### 11.0 SOFFIT SIGNS

11.1 General provisions which apply to all "Soffit Signs":

a) Ver	tical Dimension (maximum)	0.4 metres
b) Hor	izontal Dimension (maximum)	1.9 metres
c) Sigr	n Face Area (maximum)	0.76 square metres
d) Heig	ght above Finished Floor/Grade Level	
Loc	ated Directly below Sign (minimum)	2.44 metres
e) Dist	ance from Outer Edge of Soffit (minimum)	0.2 metres
f) No s	soffit sign shall be located above the first storey of a	ny building.

### 11.2 Exceptions for Shopping Centre Uses

Notwithstanding the provisions of Section 11.1 to the contrary, the following shall apply for shopping centre uses:

i) In the case of a shopping centre with an attached canopy, one (1) additional accessory soffit sign may be erected per business premises beneath the canopy and at right angles to each store entrance, provided all such signs are of a uniform size and such signs shall have a sign face area no greater than 0.6 square metres.

### 12.0 PROJECTING SIGNS

### 12.1 General provisions which apply to all "Projecting Signs":

a)	Sign Face Area (maximum)	1.0 square metres	s
b)	Height above Finished Floor/Grade Level	-	
	Located Directly below Sign (minimum)	2.44 metres	
2	Designation of the state of the	•	

c) Projecting signs shall not be illuminated internally.

### 13.0 READOGRAPH SIGNS

### 13.1 General provisions which apply to all "Readograph Signs":

- a) Distance from Travelled Road /Lane (minimum) 5.0 metres
- b) Distance from Traffic Signals (minimum) 45.0 metres
- c) Readograph signs shall be designed as an integral part of a "Ground Sign" or "Wall Sign".

### 14.0 **REVERSED GRAPHICS SIGN**

14.1 General provisions which apply to all "Reversed Graphics Signs":

a)	Sign Face Area (Maximum)	50% of allowable Wall Sign or Canopy
		Sign for use.

BY-LAW NO. 5209-04

Page 14

### 15.0 CONSTRUCTION SIGNS

- a) A sign having a sign face area of not more than 5.0 square metres, incidental to building construction shall be permitted on the property where such construction is to take place. Such signs shall not be erected prior to the commencement of said construction and shall be removed as soon as said construction is completed or is discontinued for a period exceeding sixty (60) days.
- b) Such signs may identify the developer(s), architect(s), engineer(s), consultant(s) and/or contractor(s) pertaining only to the construction of buildings on the property on which the sign is located.
- c) Illumination of such signs shall only be from an external source.

### 16.0 BILLBOARD SIGNS

- a) Billboard signs shall only be placed on lands zoned General Industrial (GM) by the Town's Comprehensive Zoning By-law.
- b) No billboard sign shall be placed any closer than 100 metres from a residential use (measured from the lot line).
- c) The minimum distance between Billboard signs shall be 90 metres.

### 17.0 PORTABLE SIGNS AND MERCHANDISE DISPLAYS

- 17.1 **General Provisions** for Portable Signs and Merchandise Displays
  - a) No portable sign or merchandise displays shall be located on or over Town property, streets, sidewalks, highways or encroach thereon, except as permitted by the provisions of this section.
  - b) No portable sign or merchandise display shall be located or placed on property in the Town of Arnprior except as permitted by the provisions of this by-law.
  - c) That property set out or displayed and governed by this section of the by-law shall be done so only during business hours and that all property including signs, racks, tables, merchandise or other property used to display or contain merchandise shall not be left on any Town property other than during normal business hours.

### 17.2 Location

a) All proposed locations shall be subject to Town review, and relocation.

#### 17.3 Compliance

a) Wherever a portable sign or merchandise display is in violation of this section of the by-law, the Chief Building Official shall notify the owner of such a sign or display in writing, by causing a notice to be delivered personally to such owners requiring them to remove such signs or displays within one (1) day from the receipt of such notice in writing.

### BY-LAW NO. 5209-04

#### Page 15

b) Refusal to comply with request to remove an unauthorized sign will permit the Town to remove the offending portable sign or merchandise display at the owner's expense and the provisions of Section 4.8 to this by-law shall apply with respect to the recovery of expenses by the municipality.

#### 17.4 Merchandise Display Standards

With respect to merchandise displays, the following criteria shall apply:

- a) Racks, tables or other property used to display or contain merchandise shall not be greater than 76 cm in depth, nor extend beyond the frontage width of the business premises. The merchandise so displayed shall not extend more than 92 cm. onto Town property. The merchandise shall be a minimum of 76 cm in heigh and shall not lie on the ground.
- b) Merchandise displays, benches, tables or chairs shall not impede the free flow of pedestrians and a minimum unobstructed continuous width of 1.5 m of sidewalk shall be maintained. The parking of cars, the view of motorists at intersections or snow removal shall not be impeded by the placement of such displays.

#### 17.5 **Portable Sign Standards**

With respect to portable signs, intended for display on a road allowance, sidewalk or pedestrian mall the following criteria shall apply:

- a) The sign shall not have more than two (2) sides.
- b) The sign face area of the sign shall not exceed  $0.74 \text{ m}^2$  per side.
- c) The width of the sign shall not exceed 76 cm.
- d) The height shall not be less than 92 cm or more than 1.5 m. above the ground.
- e) The sign shall be of sandwich board or white board design.
- f) The sign shall not have any projections from the sides or bottom and shall have its edges smooth and rounded.
- g) The sign shall be secured in the open position when placed on display.
- h) Portable signs shall be built of rigid, weather-resistant material.
- i) Portable signs shall not be placed on display during high winds, snow storms, at time of snow removal, placed on snow banks or in any manner which may cause danger to persons or property and shall not be left on town property other than during normal business hours.
- j) Portable signs placement shall not impede the free flow of pedestrians on the sidewalk where a minimum width of 1.5 m is to be maintained.
- k) The view of motorists at corners and snow removal shall not be adversely affected by the placement of a portable sign.

#### 18.0 NON-CONFORMING SIGNS

Any sign lawfully erected, excluding portable signs or any type of sign completely operative and where the business is still operating, or displayed before the day this bylaw shall come into force, may remain and be maintained notwithstanding that it does not conform with the bylaw, provided that no such sign shall be substantially altered, unless the same shall either conform or be made to conform in all respects with this bylaw.

#### 19.0 MAINTENANCE

The owner, lessee or agent of the lands or premises upon which any sign or advertising device is located, shall maintain, or cause such sign or advertising device to be maintained, in a proper state of repair, so that such sign or advertising device does not become unsafe, unsightly or dangerous. All signs shall be completely operative at all times.

BY-LAW NO. 5209-04

Page 16

### 20.0 MATERIALS AND STRUCTURAL REQUIREMENTS

### 20.1 Material

All materials incorporated into a sign shall comply with the relevant requirements of the Ontario Building Code.

### 20.2 Structural

Signs and their structural members shall be designed to have structural capacity to resist safely and effectively all effects of loads and influence from environment that may be expected and shall in any case satisfy the requirements of the Ontario Building Code.

ENACTED and PASSED in OPEN COUNCIL, this 13th day of April, 2004.

Mayor Terry Gibeau Carol Rousselle, Clerk

By-law Number 7371-23

# Being a by-law to enter into an aquatic services billing agreement with the Town of Renfrew

**Whereas** Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 empowers and authorizes a municipality to govern its affairs as it considers appropriate and enhance the municipality's ability to respond to municipal issues; and

**Whereas** Section 11 (1) of the Municipal Act, S.O. 2001 states that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

**Whereas** Council at their meeting held on March 13, 2023 passed Resolution Number 88-23 to adopt a by-law authorizing the Mayor and Clerk to enter into an Aquatic Services – Billing Agreement with the Town of Renfrew to allow for a portion of the outof-town user fee charge to be paid by the user and the remaining portion to be paid by the Town of Renfrew;

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

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

**Enacted** and **Passed** this 27<sup>th</sup> day of March, 2023.

Lisa McGee, Mayor

Maureen Spratt, Clerk

# AGREEMENT FOR THE PROVISION OF AQUATIC SERVICES

This Agreement is made effective on the 1<sup>st</sup> day of January, 2023.

BETWEEN:

The Corporation of the Town of Arnprior a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as **"Town of Arnprior"**)

OF THE FIRST PART

-- and –

The Corporation of the Town of Renfrew a corporation incorporated pursuant to the laws of the Province of Ontario, (hereinafter referred to as **"Town of Renfrew"**)

OF THE SECOND PART

**WHEREAS** the Town of Arnprior owns and operates an indoor pool at its Nick Smith Centre recreational facility;

**AND WHEREAS** the Town of Renfrew is desirous of entering into an agreement with the Town of Arnprior to provide access to aquatic services for its own residents;

**AND WHEREAS** the Town of Arnprior and the Town of Renfrew wish to clarify certain obligations, rights, and terms of payment in respect of the relationship between the municipalities.

**NOW THEREFORE BE IT RESOLVED THAT** in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

### 1. General

- 1.1. The premises subject to this agreement includes the indoor pool and locker/change rooms located at 77 James Street, Arnprior, ON; known municipally as the Nick Smith Centre.
- 1.2. Town of Renfrew residents shall be permitted the same rights, privileges and access to participate in aquatic programs and for the general use of the indoor pool, as residents of the Town of Arnprior enjoy; subject to fees identified in Section 3 of this Agreement.
- 1.3. Town of Renfrew users must apply for the 'Renfrew Pool Membership' through the online registration system in order to qualify for the Resident rates tied to aquatic programs.
- 1.4. Town of Renfrew users shall comply with all regulations, codes, policies, and pool rules put in place by the Town of Arnprior.

# 2. Duration of Agreement

- 2.1. This Agreement shall take effect January 1, 2023, with an initial term expiring on December 31, 2025, with an option of a two (2) year renewal to the satisfaction of both parties.
- 2.2. The Chief Administrative Officers shall review the agreement at the end of the initial term and any subsequent terms, and report to their respective Council as necessary.
- 2.3. This Agreement may be terminated by either parties at any time, upon a minimum of one hundred and twenty (120) days' notice. Services will be provided during the notice period.

# 3. Fee Structure

- 3.1. It is agreed that the Town of Renfrew will pay the cost difference between the Town of Arnprior's Resident and Non-Resident rates, per the Town of Arnprior User Fees and Charges By-law, for all Renfrew residents who have registered in Swimming and Pool Programs at the Town of Arnprior's Nick Smith Centre.
- 3.2. The Town of Arnprior shall invoice the Town of Renfrew bi-annually, on June 30<sup>th</sup> and December 31<sup>st</sup>, with detailed usage data.

# 4. Severability

4.1. The parties agree that in the event that any provision, clause, article or attachment herein, or part thereof, which form part of this agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments or parts thereof, shall be and remain in full force and effect.

### 5. Governing Law

5.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

### 6. Modification of Agreement

6.1 Modification of this agreement must be in writing and signed by the Chief Administrative Officers of Town of Arnprior and the Town of Renfrew or it shall have no effect and shall be void.

### 7. Insurance

7.1. Both parties hereby agree to indemnify and save harmless each other from any claims arising from this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

# The Corporation of the Town of Arnprior

Per:\_\_\_

Mayor, Lisa McGee

Per: \_\_\_\_\_ Clerk, Maureen Spratt

We have the authority to bind the corporation.

# The Corporation of the Town Renfrew

Per:

Mayor, Tom Sidney

Per: \_\_\_\_\_ Clerk, Victoria Charbonneau

We have the authority to bind the corporation.

Page 76

By-law Number 7372-23

# Being a By-law to appoint members to the Committee Adjustment/Property Standards Committee of the Town of Arnprior.

**Whereas** as provided in Section 44 (1) of the *Planning Act, R.S.O. 1990,* Chapter P. 13, the Council of the Municipality may by by-law constitute and appoint a committee of adjustment for the municipality composed of such persons not fewer than three, as the council considers advisable; and

**Whereas** as provided in Section 54(1) of the Planning Act, R.SO. 1990, Chapter P.13 the County of Renfrew did, with the approval of the Minister of Municipal Affairs & housing, delegate to the Town of Arnprior the authority to grant consents under Section 53 of the said Act; and

**Whereas** the Council of the Corporation of the Town of Arnprior, as provided in Section 54(2) of the Planning Act, R.S.O. 1990, Chapter P.13, did by By-law No. 3226-83 delegate this authority to the Arnprior Committee of Adjustment; and

**Whereas** Section 15.6(1) of the Building Code Act, 1992, S.O. 1992, c.23 provides that a by-law prescribing the standards of the maintenance and occupancy of property within the municipality passed under section 15.1 shall provide for the establishment of a committee composed of such persons, not fewer than three, as the council considers advisable to hold office for such term and on such conditions as the by-law may establish; and

**Whereas** By-law Number 6602-16, as amended was enacted and passed by Council of the Corporation of the Town of Arnprior, being a by-law for prescribing standards for the maintenance and occupancy of property within the Town of Arnprior and to establish a Property Standards Committee; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to appoint a Committee of Adjustment/Property Standards Committee in accordance with the Council approved governance recommendations and thereby repealing any by-law or section(s) of such inconsistent with the provisions of this By-law; and

**Whereas** Council, at their meeting held on March 13, 2023 passed Resolution Number 96-23 directing staff to facilitate the appointment of Murray Chown, Bradley Samuel, Koren Lam and Ted Strike to the Committee of Adjustment / Property Standards Committee; and

**Whereas** Council deems it expedient to appoint members to the Committee of Adjustment/Property Standards Committee:

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

**1. That** the following members are hereby appointed to the Committee of Adjustment/Property Standards Committee:

Murray Chown, Bradley Samuel, Koren Lam and Ted Strike

- 2. That the members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually.
- **3.** That any vacancies created through resignation will be advertised as staff deems appropriate when said vacancy occurs.
- **4.** That this by-law shall come into full force and effect upon the final passing thereof at which time all by-laws, and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

**Enacted** and **Passed** this 27<sup>th</sup> day of March, 2023.

Mayor Lisa McGee

Maureen Spratt, Clerk



# Municipal Grant Application – H2H Inc. o/a Heart to Heart Arnprior (a ministry of First Baptist Church)

Moved	by	

Seconded By \_\_\_\_\_

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from H2H Inc. o/a Heart to Heart Arnprior (a ministry of First Baptist Church); and

**Whereas** the H2H Inc. o/a Heart to Heart Arnprior (a Ministry of First Baptist Church) is an eligible community organization under the Municipal Grants Policy;

**Therefore Be It Resolved That** Council supports the H2H Inc. o/a Heart to Heart Arnprior (a ministry of First Baptist Church) request by providing in-kind support through waiving the Arnprior & District Museum Meeting Room rental fees (value of approximately \$2,100.00) for a non-faith-based, community grief support program, which will include fourteen (14) group meetings over 2023 (broken into Spring and Fall Sessions);

**Further That** the H2H Inc. o/a Heart to Heart Arnprior (a Ministry of First Baptist Church) be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured for the events.



# Municipal Grant Application – Arnprior Lions Club (Walk for Dog Guides)

Moved b	у	

Seconded By \_\_\_\_\_

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Arnprior Lions Club; and

**Whereas** the Arnprior Lions Club is an eligible community organization under the Municipal Grants Policy;

**Therefore Be It Resolved That** Council supports the Arnprior Lions Club request by providing in-kind support through waiving the rental fees for the Robert Simpson Park Gazebo (value of approximately \$443.00) for the 2023 Walk for Dog Guides to be held on May 28<sup>th</sup>, 2023;

**Further That** the Amprior Lions Club be advised that it is mandatory to carry sufficient liability insurance and have the Town of Amprior added as an additional insured for the events.



# Request For Support – Association of Municipalities of Ontario – Ending Homelessness in the 2023 Provincial Budget

Moved by \_\_\_\_\_ Seconded By

**Whereas** the homeless crisis is taking a devastating toll on families and communities, undermining a healthy and prosperous Ontario;

**Whereas** the homelessness crisis is the result of the underinvestment and poor policy choices of successive provincial governments;

**Whereas** homelessness requires a range of housing, social service and health solutions from government;

Whereas homelessness is felt most at the level of local government and the residents that they serve;

**Whereas** municipalities and District Social Administration Boards are doing their part, but do not have the resources, capacity or tools to address this complex challenge;

**Whereas** leadership and urgent action is needed from the provincial government on an emergency basis to develop, resource, and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario;

**Therefore Be It Resolved That** the Council of the Corporation of the Town of Arnprior calls on the Provincial Government to urgently:

- a) Acknowledge that homelessness in Ontario is a social, economic, and health crisis;
- b) Commit to ending homelessness in Ontario;
- c) Work with AMO and a broad range of community, health, Indigenous and economic partners to develop, resource, and implement an action plan to achieve this goal.

**Further That** a copy of this motion be sent to the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services; the Minister of Health; the Association of Municipalities of Ontario and all local municipalities within the County of Renfrew.