



Town of Arnprior

Regular Meeting of Council Agenda

Date: Monday, June 26, 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 – June 12, 2023** (Page 1-12)
- 8. Awards / Delegations / Presentations**
 - a) **Presentations**
 - i. Retirement – Maureen Spratt, Town Clerk
 - ii. **Recreation and Parks Master Plan – Public Engagement**,
Graeme Ivory, Director of Recreation (Page 13-24)
- 9. Public Meetings**
- 10. Matters Tabled / Deferred / Unfinished Business**

- a) **Tabled By-law No. 7108-20 (Council Code of Conduct)**,
Maureen Spratt, Town Clerk (Page 25-47)

11. Notice of Motion(s)

12. Staff Reports

- a) **Draft Council Code of Conduct**, Maureen Spratt, Town Clerk
(Page 48-71)
- b) **Recreation User Fees and Charges – Ringette Rate**, Graeme
Ivory, Director of Recreation (Page 72-78)
- c) **Official Plan Amendment 6 and Zoning By-law Amendment
1/23 (Winners Circle)**, Alix Jolicoeur, Manager of Community
Services / Planner (Page 79-85)
- d) **Baskin Drive Subdivision Agreement (47-T-19004)**, Alix
Jolicoeur, Manager of Community Services / Planner (Page 86-91)
- e) **Awarding of Design Proposal No. 23-1025A (Design of Edey
Street and MacDonald Street Reconstruction)**, Ryan Wall,
Engineering Officer (Page 92-94)

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-Jun-12
 - ii. Correspondence Package A-23-Jun-10

15. By-laws & Resolutions

- a) **By-laws**
 - i. **By-law Number 7400-23** – Design and Engineering Proposal
No. 23-1025A (Design of Edey Street and MacDonald Street
Reconstruction) (Page 95)
 - ii. **By-law Number 7401-23** – Council Code of Conduct (Page 96-
115)

- iii. **By-law Number 7402-23** –Subdivision Agreement – Baskin Drive West (47-T-19004) (Page 116-154)

b) Resolutions

- i. **Municipal Grant Application:** Terry Fox Foundation – Waive Rental Fees for Robert Simpson Park Gazebo (Terry Fox Run) (Page 155)

16. Announcements

17. Media Questions

18. Closed Session

One (1) matter(s) regarding personal matters about an identifiable individual including municipal or local board employees pursuant to Section 239(2)(c) of the Municipal Act, 2001, as amended (Commemorative Naming).

19. Confirmatory By-law

By-law No. 7403-23 to confirm the proceedings of Council

20. Adjournment

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

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

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

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



**Minutes of Council Meeting
June 12, 2023 6:30 PM**

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

Council and Staff Attendance

Council Members Present (In-Person):

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

Council Members Present (Electronic):

Council Members Absent:

Town Staff Present

Robin Paquette, CAO
Maureen Spratt, Town Clerk
Jennifer Morawiec, GMCS / Treasurer
Graeme Ivory, Director of Recreation
Alix Jolicoeur, Manager of Community
Services / Planner
Oliver Jacob, A / Deputy Clerk
Shelley Mackenzie, Clerk

1. Call to Order

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

2. Roll Call

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

3. Land Acknowledgement Statement

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

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

4. Adoption of Agenda

Resolution Number 193-23

Moved by Dan Lynch

Seconded by Tom Burnette

Be It Resolved That the agenda for the Regular Meeting of Council dated Monday, June 12, 2023 be amended by adding Item 18 (b) a closed session item pursuant to Section 239(2)(c) of the Municipal Act, 2001. (Galvin Street)

Resolution Carried (As amended)

5. Disclosures of Pecuniary Interest

Councillor Couper declared the following:

Minutes of Council Meeting

I, Chris Couper declare a pecuniary interest in Item 12a and 15a on the June 12, 2023 Council agenda. I am making this declaration as I live in close proximity to the subject lands.

6. Question Period

None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 194-23

Moved by Billy Denault

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

a) Arnprior Skateboard Association

Luke Sheldrick, representing the Arnprior Skateboard Association provided a presentation highlighting the association's goal of fostering skateboarding in the community. Sheldrick proceeded to introduce the committee members, note the benefits of skateboarding, associated costs, what drives the association, why skate parks matter, what the association has done to date, opportunities and goals, steps forward and what the association is looking for; including creating a skatepark advisory committee and increasing the skatepark budget to \$500,000, of which the Town would contribute \$300,000 and it would be up to the community to raise the additional \$200,000.

b) Arnprior McNab/Ringette Association,

Krys Rousselle, Jillian Lotan and Lisa Belton representing the Arnprior-McNab Ringette Association (AMRA) provided an overview of their presentation highlighting AMRA has seen continuous growth since its establishment in 1983. AMRA representatives advised AMRA's catchment area is defined by the geographic boundaries of Arnprior, McNab/Braeside, City of Ottawa (West Carleton) and Mississippi Mills. AMRA voiced their concern that those players, approximately 32%, will have a surcharge added to their registration, without any means of cost-recovery. AMRA proposed that only McNab/Braeside registrations be charged the non-resident rate or that the municipality in discussion with ARMA, determine a custom fee per player for non-residents. Following discussion the matter was referred to staff for future consideration of Council.

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Notice of Motions

None

Councillor Couper removed himself from the table.

Minutes of Council Meeting

12. Staff Reports

- a. Lifting and dedicating 0.3m reserves on Block 50 on Plan 49M-108 and Blocks 23 and 24 on Plan 49M-110
Resolution Number 195-23
Moved by Lynn Grinstead
Seconded by Billy Denault
That Council adopt a by-law to lift 0.3 m reserves and dedicate the lands as public highways for Block 50 on Plan 49M-108, and Blocks 23 and 24 on 49M-110, Town of Arnprior (Seabert Drive and Morgan Clouthier Way).

Resolution Carried

Councillor Couper returned to the table

- b. Request for Sign By-Law Exemption (240 Baskin Drive West)
Resolution Number 196-23
Moved by Lynn Grinstead
Seconded by Chris Couper
That Council approve a minor variance from the provisions of the Sign and Merchandise Display By-Law Number 5209-04 to permit the installation of a ground-mounted sign board with an increased maximum sign face at 240 Baskin Drive West, as requested by the Conseil des Écoles Catholique de Centre-Est (CECCE).

That Council adopt an amending by-law to provide for the exemption.

Resolution Amended

Resolution Number 197-23
Moved by Billy Denault
Seconded by Lynn Grinstead
That the amending by-law, be further amended with the addition of wording to reflect that LED Electronic Messaging Display is not permitted on the subject sign.

Resolution Carried

Resolution Number 198-23
Moved by Lynn Grinstead
Seconded by Chris Couper
That Council approve a minor variance from the provisions of the Sign and Merchandise Display By-Law Number 5209-04 to permit the installation of a ground-mounted sign board with an increased maximum sign face at 240 Baskin Drive West, as requested by the Conseil des Écoles Catholique de Centre-Est (CECCE).

That Council adopt an amending by-law to provide for the exemption.

Further That the amending by-law be further amended with the addition of wording to reflect that LED Electronic Messaging Display is not permitted on the subject sign.

Resolution Carried (as amended)

- c. Annual Statement of Development Charges - 2022
Resolution Number 199-23
Moved by Billy Denault
Seconded by Lynn Grinstead

Minutes of Council Meeting

That Council receive report number 23-06-13-03 as information; and

That this Annual Statement of Development Charges be made available to the public on the Town of Arnprior website or upon request.

Resolution Carried

d. Bi-annual Financial Update – May 2023

Resolution Number 200-23

Moved by Lynn Grinstead

Seconded by Billy Denault

That Council receive report number 23-06-12-04 as information.

That an adjustment be made for the 2023 funding sources for the capital project 'Daniel Street Signalization Intersection Realignment and Culvert Replacement' to reflect funding from the Fairgrounds Development, funding from Renfrew County, 2023 Canada Community Building Fund grant values and Capital Expenditure Reserve Fund contributions as outlined herein.

Resolution Carried

13. Council Committee Reports and Minutes

a. Mayors Report

Mayor McGee reported on the following:

- Had the pleasure of bringing greetings from Council at the Fire Hall to celebrate a \$17,000 grant from Firehouse Subs Public Safety Foundation Canada. The owners of Firehouse Subs in Kanata attended and provided fantastic food for the event. The grant provided a much needed piece of training equipment for the Fire Department. Thanks again to our sponsors and our fire services.
- Met with representatives of the Child Poverty Action Network (CPAN) to discuss some of their initiatives towards poverty issues and solutions in our communities.
- Together with Councillor Couper, enjoyed an introductory meeting with Cody and Vince Campanale.
- Had the pleasure of attending the 2360 Army Cadets Ceremonial Review bringing greetings from Council and participating in their inspection.
- Had the pleasure of bringing greetings from Council at the Lions Guide Dog Walk. Thank you to all participants and sponsors of the event. As well, as a special shout out to Braeden Watermain and his dog Guinness who together have raised \$15,000 over the last eleven years walking in this event.
- Along with myself, Councillor Grinstead and staff representatives met with Mayor MacKenzie and Councillor Brum of McNab Braeside to close off the 2023 population adjustments using the agreed to formula.
- On Saturday, June 4, had the pure joy of welcoming residents and visitors to Robert Simpson Park for Priorpalooza. Thank you to all sponsors, and volunteers and congratulations to the team who put this wonderful event together.

Minutes of Council Meeting

- In recognition of Pride month, brought greetings from the Town at the Pride Flag Raising Event, and look forward to the events ongoing in Town this month in celebration of Pride month.
- Along with the majority of council, attended the Doctors Dining Duel in support of Physician Recruitment efforts.
- Attended an event where I had the chance to speak to the Mayors of Shawville and Clarendon. As always this was a great learning opportunity, and I appreciated their openness and candor on the issues their communities face.
- Congratulations to Councillor Billy Denault who graduated today from Carleton University with distinction.

b. County Councillor's Report

County Councillor Lynch reported on Renfrew County Council:

- County Deputy Clerk, Rose Gruntz, has submitted her letter of retirement. The August session will be her last meeting of County Council. The CAO, Craig Kelly stated that Rose has been the glue that has held the corporation together for the past 25 years.
- County Council adopted a by-law dealing with Flexible Work Arrangements effective July 1, 2023. The Flexible Work Arrangements will be implemented on a one-year trial basis.
- County Council adopted a by-law authorizing a Recreation Agreement with the Town of Arnprior – Arnprior & District Museum Summer Experimentation Station to provide subsidies or special needs resource funding for children aged 6 to 12 years who are enrolled in an authorized recreational and skill building program. The Arnprior and District Museum is offering an eight-week camp that takes place through this summer. Congrats to Manager Emily Stovel.
- County Staff were offered the opportunity to wear blue jeans on Fridays at a cost of \$2.00. The collected money, \$2000.70, was donated to United Way East Ontario, Regional Director Jade Nauman.
- A delegation from the Renfrew County District School Board made a presentation, the printed material is displayed in front of council chambers. Of note there is an increase in students in Renfrew County.
- The June meeting of Operations and Development & Property will be held at the Township of McNab/Braeside.

c. Councillor(s) Report

Councillor Denault reported on the Airport Commission meeting of June 7, 2023:

- The Fly-in Breakfast is June 17th, 8am-12pm. There will be a martialing team that are going to direct where members of the public go. Breakfast, shuttle access, accessible washrooms on site and demonstrations from vintage wings and other vendors of the airport all for you to enjoy. And as always members of council are welcome and encouraged to attend.
- Fuel Update: Update to the credit card reader and pricing pump services. Looking at additional revenue streams from additional fuel offerings.
- Managers Update: Some additional revenue streams such as Property maintenance revenue, taking on additional float plane fuel revenue streams. The airport now has a new dock with collaboration between Stevenson fuels and the airport commission. Terminal credit card reader was upgraded.

Minutes of Council Meeting

Discussion did get underway on a potential code of conduct for hanger owners at the airport.

- Accounting Update: There was a discussion on the audit for 2023 and the commission did commence a discussion with Caitlin Cox at KPMG.
- Garage Expansion Update: The Commission did pass a motion to move forward on finalizing plans on a garage expansion to house additional capital equipment like winter maintenance equipment, sweeper, etc.

Councillor Toner reported on updates from the Arnprior & District Museum:

- The Museum has undergone a facelift in the last few months with new flooring in the back rooms, freshly painted walls and an additional washroom added which will increase the rental occupancy to seventy persons.
- Over the past few months, has served as a venue for weddings, a baby shower, overnight sleepover camp by the Girl Guides, weekly visits by the Little Peoples Program, and ADHS's special education class, an afternoon learn to sew program, embroidery workshop and for hosting the cultural night market planning sessions.
- The digitization team have been working through some technical barriers but have managed to photograph just under 1500 cultural belongings
- Upcoming events include "Neighbourhood Story Jam" as part of Culture Connect on Saturday, June 25 starting at 1:00pm and an eight week summer program starting Monday, July 3 with a different experimentation station theme each week.
- The museum is looking for boxes and old magazines for their summer programming.

14. Correspondence & Petitions

a) Correspondence Package – I-23-Jun-11

Resolution Number 201-23

Moved by Tom Burnette

Seconded by Dan Lynch

That the Correspondence Package Number I-23-JUN-11 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch noted the following items:

- Page 8 - The Ontario Government has invested \$89,550 for two projects for specialized bariatric equipment and supplies and IV infusion pumps at Fairview Manor in Almonte
- Page 36 – The Ontario Government is now permitting persons being 15 years old (down from 16) to be lifeguards.
- Page 38 - As of 01 June the Ontario Government is now requiring at risk employers to ensure their workplaces have a life-saving naloxone kit on hand and workers trained on how to use them.
 - On question of the County Councillor, the CAO advised the Town has kits at our facilities with a number of staff having been trained.

Minutes of Council Meeting

- Page 40 - The Ontario Government has banned the regulated professions from requiring Canadian work experience in more than 30 regulated professions. Professional Engineers are the first association to remove it from their application criteria.

b) Correspondence Package – A-23-JUN-09

Resolution Number 202-23

Moved by Chris Couper

Seconded by Chris Toner

That the Correspondence Package Number A-23-JUN-09 be received and the recommendation outlined be brought forward for council consideration.

Resolution Carried

15. By-laws & Resolutions

By-laws

Resolution Number 203-23

Moved by Billy Denault

Seconded Lynn Grinstead

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

- By-law Number 7397-23 – Appointment of Town Clerk
- By-law Number 7398-23 – Amend Hiring Policy (Volunteer Fire Fighters)

Resolution Carried

Councillor Couper removed himself from the table.

Resolution Number 204-23

Moved by Lynn Grinstead

Seconded by Chris Toner

That the following by-laws be and is hereby enacted and passed

- By-law Number 7395-23 – Lifting of 0.3m Reserve (Marshall's Bay Meadows)

Resolution Carried

Councillor Couper returned to the table.

Resolution Number 205-23

Moved by Tom Burnette

Seconded by Lynn Grinstead

That the following by-law be and is hereby enacted and passed, as amended.

- By-law Number 7396-23 – Sign By-law Exemption 240 Baskin Drive West.

At the request of County Councillor Lynch, a recorded vote was taken:

| | | |
|-------------------------|-----|----|
| Mayor McGee | Yes | |
| County Councillor Lynch | Yes | |
| Councillor Grinstead | Yes | |
| Councillor Burnette | Yes | |
| Councillor Toner | | No |
| Councillor Couper | Yes | |
| Councillor Denault | Yes | |

Resolution Carried

Minutes of Council Meeting

Resolutions

Resolution Number 206-23

Moved by Dan Lynch

Seconded by Chris Couper

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Ottawa Valley Cycling and Active Transportation Alliance; and

Whereas the Ottawa Valley Cycling and Active Transportation Alliance is a group of volunteers who promote safe and healthy active transportation in the Ottawa Valley;

Therefore Be It Resolved That Council supports the Ottawa Valley Cycling and Active Transportation Alliance request by providing in-kind support through waiving the rental fees for the Nick Smith Centre Community Hall (value of approximately \$450.00) for their Trail Towns Conference event to be held on September 20th, 2023;

Further That the Ottawa Valley Cycling and Active Transportation Alliance 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

Resolution Number 207-23

Moved by Billy Denault

Seconded by Lynn Grinstead

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

Whereas the Arnprior Braeside McNab Seniors At Home Program Inc. is a community support agency offering an umbrella of programs for individuals with special needs and individuals over the age of 55; and

Therefore Be It Resolved That Council supports the Arnprior Braeside McNab Seniors At Home Program Inc. request by providing in-kind support through waiving the rental fees for the Nick Smith Centre Community Hall (value of approximately \$450.00) for their Christmas Craft Fair to be held on November 25th, 2023;

Further That the Arnprior Braeside McNab Seniors At Home Program Inc. 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

Resolution Number 208-23

Moved by Tom Burnette

Seconded by Chris Couper

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Arnprior Braeside McNab Seniors at Home Program Inc.; and

Minutes of Council Meeting

Whereas the Arnprior Braeside McNab Seniors At Home Program Inc. is a community support agency offering an umbrella of programs for individuals with special needs and individuals over the age of 55; and

Therefore Be It Resolved That Council supports the Arnprior Braeside McNab Seniors At Home Program Inc. request by providing in-kind support through waiving the rental fees for the Robert Simpson Park (value of approximately \$443.00) for their Annual Memorial Butterfly Release Event to be held on August 20th, 2023;

Further That the Arnprior Braeside McNab Seniors At Home Program Inc. 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

Resolution Number 209-23

Moved by Lynn Grinstead

Seconded Billy Denault

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the United Church Women of Grace – St. Andrews United Church; and

Whereas as a charitable organization, the St. Andrews United Church is an eligible community organization under the Municipal Grants Policy;

Therefore Be It Resolved That Council supports the St. Andrews United Church request by providing in-kind support through waiving the rental fees for the Nick Smith Centre Community Hall (value of approximately \$450.00) for their Christmas Craft Market to be held on November 4th, 2023;

Further That the St. Andrews United 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.

Resolution Carried

Resolution Number 210-23

Moved by Tom Burnette

Seconded by Chris Toner

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

Whereas the Rotary Club of Arnprior raises funds which goes toward many community projects in the Greater Arnprior area; including families in need;

Therefore Be It Resolved That Council supports the Rotary Club of Arnprior request by providing in-kind support through waiving of fees for the Special Event Licence (\$25.00), the rental of the Robert Simpson Park Gazebo (value of approximately \$443.00) as well as providing Town staff support for the set up and tear down for their Butter Tart Festival to be held on August 26th, 2023;

Minutes of Council Meeting

Further That the Rotary Club of Arnprior 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

Councillor Denault made the following announcement(s):

- Echoed the Mayors comment on Priorpalooza, having attended and received many positive comments on the event.
- The Arnprior Market debuted on June 4th with weekly markets until September 24th. More information on the market can be found on the Town's website or the Market facebook page.
- The next Cultural Night Market meeting is June 20th at 6pm at the Museum.
- On June 1, had the good fortune to attend the Algonquin Nursing Class of 2023 pinning ceremony. There were 100 students that received their nursing pin and gave their Nightingale Oath.

Councillor Couper made the following announcement(s):

- I received an official summons, on a trumped up charge, for the Jail and Bail on Saturday, June 17th at Giant Tiger. The popular fundraiser for the Lions Club will see me needing to raise \$300 to be released in one-half hour.
- Echoed Councillor Denault's comment on having received positive comment on our events including the Market and Priopalooza. A thank you to those individuals who are recognizing our events and town staff who work very hard and whose jobs often go unthanked and taken for grant.

County Councillor Lynch made the following announcement(s):

- Congratulations to Jim Flowers, celebrating 50 years of business of Jim's Auto Glass & Upholstery which was held on June 3.
- Congratulations to the Knights of Columbus Council on their 100th Anniversary.
- To follow up on the Mayor's comments on the Doctors Dining Duel. There were 8 Duelists:
 - Dr. Boersma with Annette Charbonneau, Charbonneau Catering – Overall Winner
 - Dr. Garcia with Mani Negi & family Bistro & Pub – Second Place
 - Dr. Morrison with Andi Marcus, The Babbling Gourmet - Peoples Choice
 - Dr. Suzuki with James Rennick , Aspira Island View
 - Dr. Gordon with Kai Dowd, Cold Bear Brewery
 - Dr. Fishman with Nick White, Redneck Bistro
 - Dr. Becker with Aaron Roberts, Urban Angus Steak & Wine
 - Dr. Veale with Graham Kome-Pond, Might Fine Foods; and
 - Sample refreshments from Cold Bear Brewing Company and Farm Grate Craft Cider

Of note a dinner with six courses for six people which would be made in your house was auctioned off for \$1900.00.

- Congratulations to Ted & Bernice Brown on celebrating their 50th Wedding Anniversary.
- Thank you to our Recreation and Public Works staff for all their hard work that ensured Robert Simpson Park was ready for Priorpalooza and lived up to its name of being "The Jewel in the Ottawa Valley".

Minutes of Council Meeting

- Sunday, June 18th, Concerts in the Park features the Heartbeats between 2 and 4 at Robert Simpson Park
- Congratulations to the Renfrew County Senior Games for hosting Pickleball at the Nick Smith Arena. I had the pleasure of presenting the medals to the winners.

Councillor Toner made the following announcement(s):

- Condolences to the family of Ted Graham, on his recent passing. Mr. Graham was a Veteran of the Korean War, a former teacher at ADHS and he was also the caretaker and the founder of the garden at Legion Park.

The CAO made the following announcement:

- Welcome to Shelley Mackenzie, who as of July 1, will become the Town Clerk.

17. Media Questions

None

18. Closed Session

Resolution Number 211-23 (8:40 p.m.)

Moved by Chris Couper

Seconded by Tom Burnette

That Council meet in closed session to discuss One (1) matter(s) regarding personal matters about an identifiable individual including municipal or local board employees pursuant to Section 239(2)(c) of the Municipal Act, 2001, as amended (Secondary School Bursaries) and Two (2) matters regarding a proposed or pending acquisition or disposition of land by the municipality or local board (Land Sale /Purchase – McGonigal Street and Galvin Street)

Resolution Carried

Resolution Number 212-23 (9:10 p.m.)

Moved by Lynn Grinstead

Seconded by Billy Denault

That Council resume to Open Session.

Resolution Carried

Resolution Number 213-23

Moved by Dan Lynch

Seconded by Lynn Grinstead

That Council authorize staff to facilitate the Secondary School Graduation bursary.

Resolution Carried

Resolution Number 214-23

Moved by Lynn Grinstead

Seconded by Billy Denault

That Council direct staff to proceed as directed in closed session regarding the McGonigal/Galvin Street land sale/purchase.

Resolution Carried

Minutes of Council Meeting

19. Confirmatory By-Law

Resolution Number 215-23

Moved by Lynn Grinstead

Seconded by Dan Lynch

That By-law No. 7399-23 being a By-law to confirm the proceedings of the Regular Meeting of Council held on June 12, 2023, 2023 be and it is hereby enacted and passed.

Resolution Carried

20. Adjournment

Resolution Number 216-23

Moved by Lynn Grinstead

Seconded by Dan Lynch

That this meeting of Council be adjourned at 9:12 p.m.

Resolution Carried

Signatures

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

Recreation and Parks Master Plan Update

Graeme Ivory
Director of Recreation

Meeting Date: June 26, 2023

Background

Recreation and Parks Master Plan

- The Recreation and Parks Master Plan is one of the capital projects the Recreation Department is working on in 2023.
- Stantec Consulting Ltd was the successful vendor following the RFP process at a cost of \$75,805.09 (incl. net HST).
- Stantec has recently completed Recreation and Parks Master Plans projects for Carleton Place (2022/23) and East Zorra-Tavistock (2021/22) and a Parks, Recreation, Arts and Culture Master Plan for Mission, BC (2018/19), to name a few.

Background

What is a Recreation and Parks Master Plan?

- A Recreation and Parks Master Plan is a strategic document that studies the existing park system and recreation programming, and identifies a planning blueprint to improve, protect and expand network of parks, facilities and recreational services for the future.
- The Master Plan will provide both a long-term vision for the recreation and parks system, and specific policies and standards to direct day-to-day decisions. It will create a framework to respond to new opportunities as they arise, and ensure that adequate parks, facilities, and programs meet the needs of existing and future residents and visitors.



Recreation and Parks Master Plan Overview

- The Town of Arnprior, in partnership with Stantec Consulting Ltd., is drafting a strategic Recreation and Parks Master Plan that will guide the future of recreational services and infrastructure offered by the Town.
- Specifically, the plan will develop a cohesive vision and strategy for the provision of parks and recreation services for the community over the next 10 years (and beyond), that includes facilities and programming, leverages the network of trails and parks, and assesses management and staffing strategies.



Recreation and Parks Master Plan Overview

Project Team

- Town of Arnprior Project Lead
 - Graeme Ivory, Director of Recreation
- Consultant Project Lead
 - Isabelle Lalonde, Project Manager
- Working Group
 - Robin Paquette, CAO
 - Graeme Ivory, Director of Recreation
 - Alix Jolicoeur, Manager of Community Services / Planner
 - Patrick Foley, Engineering Officer – Facility & Assets
- Town of Arnprior Staff & Council



Recreation and Parks Master Plan Project Timeline

Phase 1 – Collection of Information (April – June)

- Weekly meetings between Project Leads
- Launch of Project web page (June 15)
- Community Engagement Surveys (June 16)
- Staff Operations Workshop (June 21)
- Public Open House #1 - Virtual (June 28)

Phase 2 – Creation of Implementation Plan (July – October)

- Weekly meetings between Project Leads
- Public Open House #2 – In-Person (September)
- Draft Master Plan

Phase 3 – Approved Master Plan (November – December)

- Weekly meetings between Project Leads
- Presentation to Council (November/December)
- Final Master Plan



Recreation and Parks Master Plan Phase 1 Elements

- The Engagement Program for the Town of Arnprior Recreation and Parks Master Plan will be open, inclusive, accessible and multi-faceted. The Project Team will incorporate community priorities into the decision-making process and clearly communicate how stakeholder input has influenced the development of the concepts and recommendations through all engagement events.



Recreation and Parks Master Plan Phase 1 Elements

Community Engagement Surveys

- Open to the Public June 16 – July 9 (3 weeks)
- The Community Engagement Survey will capture feedback and information through four different surveys:
 - Public Engagement Survey
 - Youth Engagement Survey
 - Seniors Engagement Survey
 - Stakeholders Engagement Survey
 - The Stakeholder Surveys have been sent directly to those Stakeholders.



Recreation and Parks Master Plan Phase 1 Elements

Staff Operations Workshop

- Will include Senior Management Team, Recreation Staff, Community Services Staff, Operations Staff, Museum and Library Staff.
- Sharing of Vision for this Project
- Perspective on Existing Policies and Procedures
- Trends of Recreation and Parks in Canada
- SWOT Analysis



Recreation and Parks Master Plan Phase 1 Elements

Public Open House #1 (Virtual)

- Wednesday, June 28 starting at 6:30pm (via Zoom)
 - Will include a guided PowerPoint presentation, online Google Jamboard session and live question and answer session.
- This public open house will focus on the following:
 - Project description and need for this project
 - Project Background
 - Goals & objectives
 - Existing conditions inventory
 - Trends and best practices
 - Next Steps
- Following the Virtual Public Open House, a copy of the presentation, a transcript of the PowerPoint, and a comment section for feedback will be added to the Town project website for review and comment from public/stakeholders.



Recreation and Parks Master Plan

Staying Engaged

- Project Webpage
 - www.Arnprior.ca/Engage
 - Click on Recreation and Parks Master Plan project
 - This page will provide documentation, timelines and updates throughout this project.
- Project Leads
 - Graeme Ivory, Director of Recreation
 - givory@arnprior.ca
 - Isabelle Lalonde, Stantec Consulting Ltd
 - Isabelle.Lalonde@stantec.com

Questions?



• WHERE THE RIVERS MEET •

Page 24



Memo

To: Members of Council

From: Maureen Spratt, Clerk

Date: June 21, 2023

Regarding: Deferred Council Code of Conduct By-law 7108-20

Members of the 2018-2022 Term of Council will recall that in November / December of 2020, staff brought forward an amended Council Code of Conduct By-law for consideration of Council.

The report detailing the amendments was carried on November 9, 2020. However, subsequent to that approval, the amended Council Code of Conduct, By-law 7108-20 was deferred at the November 23, 2020 meeting, with direction for staff to review the amending by-law with respect to Section 10 – Use of Social Meeting and Section 11 – Improper Use of Influence.

Subsequent to the November 23, 2020 meeting, staff once again brought forward By-law 7108-20 on December 14, 2020, with an accompanying memo detailing why the by-law remained unchanged.

Council once again deferred By-law 7108-20 to a future meeting. Due to extenuating circumstances in 2021 and 2022 staff did not bring By-law 7108-20 back to Council for consideration. However, Council must still dispose of the matter. Staff is therefore recommending that deferred By-law 7108-20 included on the June 26th Council agenda, as Item 10 a) be lost.

A new report and draft by-law are included as Item 12c) on the June 26, 2023 Council Agenda for consideration of Council.

If you require additional information regarding the above, please feel free to contact me.

Regards,

Maureen Spratt, CMO
Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7108-20

A By-law to adopt a Code of Conduct for the Council and Local Boards of the Town of Arnprior and to Repeal By-law No. 6222-13

Whereas section 11 of the Municipal Act, 2001, as amended authorizes municipalities to enact by-laws regarding Accountability and Transparency of the municipality and its operations; and

Whereas section 223.2(1) of the Municipal Act, 2001, as amended requires municipalities to establish a code of conduct for members of council and local boards; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to establish a revised code of conduct for members of council and local boards;

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

1. **That** Council adopts a code of conduct for council and local boards as set forth in Schedule "A" attached hereto and forming part of this by-law.
2. **That** this by-law may be referred to as the "Council Code of Conduct".
3. **That** a vote of two-thirds of the members present be required to amend or repeal this bylaw.
4. **That** By-law Number 6222-13 is hereby repealed and where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provision of this by-law shall prevail.
5. **That** this By-law shall come into full force and effect on the date of its passing.

Enacted and **Passed** this 14th day of December, 2020.

Walter Stack, Mayor

Maureen Spratt, Clerk



TOWN OF ARNPRIOR
Code of Conduct
Council and Local Boards
Schedule A – By-law No. 7108-20

Date: December 14, 2020

Table of Contents

| | |
|---|-----------|
| Section 1 – Definitions..... | 2 |
| Section 2 – Purpose | 5 |
| Section 3 – Roles & Responsibilities..... | 5 |
| 3.1 - Legislated Responsibilities & Compliance | 5 |
| 3.2 - Interaction with Staff | 5 |
| 3.3 - Media Communications | 6 |
| 3.4 - Legislation..... | 7 |
| Section 4 – Rule of Etiquette | 7 |
| 4.1 - Meetings & Quorum | 7 |
| 4.2 - Operational Inquiries/ Complaints | 7 |
| Section 5 – Behaviour of Members..... | 8 |
| 5.1 Interpersonal Behaviour | 8 |
| Section 6 – Use of Municipal Property and Resources..... | 8 |
| Section 7 – Municipal Elections | 9 |
| Section 8 – Confidentiality | 9 |
| Section 9 – Gifts, Hospitality & Other Benefits..... | 10 |
| Section 10 - Use of Social Media..... | 11 |
| Section 11 - Improper Use of Influence | 12 |
| Section 12 - Breach of Policy/ Code of Conduct | 13 |
| 12.1 - Integrity Commissioner | 13 |
| 12.2 - Duty to Report Violation | 14 |
| 12.3 - Breach of Policy/ Code of Conduct | 14 |
| 12.4 - Investigation / Complaint Procedure | 15 |
| <i>Part A - Informal Complaint Procedure</i> | <i>15</i> |
| <i>Part B - Formal Complaint Procedure.....</i> | <i>16</i> |
| 12.5 - Integrity Commissioner Reporting to the Municipality | 17 |
| Section 13 - Review | 17 |

Section 1 – Definitions

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

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

Chair – means the Member responsible for presiding at the meeting, and may also be referred to as the Presiding Officer.

Chief Administrative Officer – means the individual appointed as Chief Administrative Officer of the Town of Arnprior pursuant to Section 229 of the *Municipal Act, 2001* and may be referred to as the CAO herein.

Child - means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat at a child of his or her family.

Clerk – means the individual appointed as the Clerk of the Town of Arnprior pursuant to Section 228 of the *Municipal Act, 2001*; or in the absence of the Clerk, the Deputy Clerk, of the Town of Arnprior pursuant to Section 228(2) of the *Municipal Act, 2001*.

Closed Session Meeting – means that part of a meeting that is closed to the public in accordance with Section 239 of the *Municipal Act, 2001*, other than those persons specifically invited to remain, and may also be referred to as “In Camera.”

Committee – means an Advisory Committee or any other Committee of the Town of Arnprior.

Complainant - means a person who has filed a complaint in accordance with this Code;

Complaint – means a written objection filed with the Integrity Commissioner pursuant to this Code respecting a Member

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

Confidential information - means any personal information or records that are in the possession, in the custody or under control of a Councillor related to a constituent who has contacted their office and any information that the Town is either precluded from disclosing under the Municipal Act, 2001 or other applicable legislation, its Procedural By-law or any of its other by-laws, policies, rules or procedures, or that it is required to refuse to disclose under the Municipal Freedom of Information and Protection of Privacy Act or other legislation.

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

Council Code of Conduct – means the Town of Arnprior Council Code of Conduct, which operates alongside other statutes governing the conduct of Members of Council, Boards and Committees of the Town of Arnprior; may also be referred to as “Code of Conduct.”

Frivolous – means of little or no weight, worth or importance; not worthy of serious notice.

Gift means cash, fees, admission fees, advances, vouchers, invitations, objects of value, services, offers, personal benefits, travel and accommodation or entertainment that are provided to and retained by a Member, that could be seen to be connected directly or indirectly to the performance of the Member’s duties.

Good Faith – means in accordance with standards of honesty, trust, sincerity.

Harassment – as defined in the Town of Arnprior’s Workplace Harassment Policy and Program as well as in the *Ontario Human Rights Code*.

Integrity Commissioner – means the individual appointed as the Integrity Commissioner of the Town of Arnprior. Pursuant to Section 223.3 of the *Municipal Act, 2001*.

Mayor – means the head of Council as set out in the *Municipal Act, 2001, S.O. 2001*.

Meeting – means a regular, special, or other meeting convened of Council or Committee as permitted under this by-law.

Member – means a Member of Council; elected by general vote or wards, or by any combination thereof, in accordance with the *Municipal Act, 2001, c. 25*, as amended. In this by-law “Member” shall also mean a member of town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*.

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

Parent - means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child.

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

Policy – means any policy or by-law passed by the Town of Arnprior Council.

Presiding Officer – means the Mayor, or in the absence of the Mayor, the Deputy Mayor, at a regular or special meeting of Council, or the Member of Council appointed as the Chair of a Committee or Board, or in the absence of either, another Member of Council appointed in accordance with the Procedure By-law 6202-13, as amended. The Presiding officer may also be referred to as the Chair.

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

Sexual Harassment - as defined in the Town of Arnprior's Workplace Harassment Policy and Program.

Social Media - means web-based applications and on-line forums that allow users to interact, share and publish content such as text, links, photos, audio and video;

Spouse - means either of two persons who,

- (a) are married to each other;
- (b) have together entered into a marriage that is voidable or void, in good faith on the part of a person relying on this clause to assert any right; or
- (c) are not married to each other and have cohabited,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act*.

Staff - means direct employees of the Town whether full-time, part-time, contract or casual, seasonal and volunteer as well as agents and consultants acting in furtherance of the Town's business and interest;

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

Town property includes, but is not limited to, all real and personal property, facilities, vehicles, equipment, supplies, services, staff, documents, intellectual property, computer programs or technological innovations belonging to the Town.

Vexatious – means instituted without sufficient grounds and serving only to cause annoyance to the defendant.

Violence – as defined in the Town of Arnprior’s Workplace Violence Prevention Policy and Program.

Section 2 – Purpose

This Code of Conduct sets standards for the conduct of Members of the Council of the Town of Arnprior, as well as, all Town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*. It has been developed to assist Council and Members to:

- a. Understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
- b. Fulfill their duty to act honestly and exercise reasonable care and diligence;
- c. Act in a way that enhances public confidence in local government; and
- d. Identify and resolve situations, which might involve a conflict of interest or a potential misuse of position and authority.

This Code of Conduct outlines each individual’s responsibility, as a Member of the municipality, to uphold these principles and values, and act in the public interest.

Section 3 – Roles & Responsibilities

The Role of Council and Staff is traditionally one of the first items to be clarified for a Council, in that Staff shall take direction from the Chief Administrative Officer (CAO). The CAO shall take direction from and be responsible to Council of the Town of Arnprior, but shall not be instructed or directed by or be responsible to any individual member of the Council. The CAO shall consult with Council with respect to any matter of concern to the municipality or to any of its local boards or committees. Clearly defined roles, distinguishing between the concepts of ‘governance’ and ‘management’, are critical to the success of a municipality. It will be reinforced at the outset that Council sets the policy for the community; it does not engage or participate in the daily operations of the municipality.

3.1 - Legislated Responsibilities & Compliance

The legislated responsibilities, outlined in the *Municipal Act, 2001*, *S.O. 2001*, the laws of Canada, and the Province of Ontario, and all policies and by-laws of the Town of Arnprior are to be adhered to and carried out by all Members. Failure to do so constitutes an offence under this policy.

3.2 - Interaction with Staff

The Town has worked diligently at creating a positive working relationship between Council and Staff. This has been successful, largely due to a mutual respect for each other’s roles and responsibilities.

- a. Only Council acting as a body, can dictate that staff perform such duties as are necessary to the efficient management of the affairs of the community, and/or research such matters as the Council deems necessary. Individual Council Members do not have authority to direct the CAO, Directors, or staff.
- b. The Role of the CAO and the Directors is to direct the day-to-day management of the municipality, and assign duties to the staff placed under their supervision. To encourage the efficient management of the community, individual Council Members are requested to be mindful of that fact and are advised of the following:
 - i. Council will respect and adhere to the Policies set by Council, and will under no circumstance take it upon themselves to circumvent or ask staff to circumvent established Policies. Only Council as a body, at a formal meeting, has the authority to amend policies.
 - ii. Council as a body, and as individuals, will liaise primarily with the CAO or Directors in the absence of the CAO. This requirement is not designed to interfere with the normal flow of information with those staff members who have been assigned the responsibility of providing information to Council by the Directors or CAO.
 - iii. Questions or issues surrounding operational concerns or complaints, excluding the basic issues covered above, should be directed primarily to the CAO or in the absence of the CAO, to the Directors.
 - iv. The municipality does not provide secretarial and/or research services for individual Councillors. Should information be required by individual Council members, a request should be made of the Clerk, General Manager, Client Services/Treasurer, or CAO who will then determine which staff member is best suited to obtain the data.

3.3 - Media Communications

It is understood that the Mayor as Head of Council, as per section 226(1)(c) of the Municipal Act, 2001, is the primary spokesperson, unless Council has appointed another Councillor to act in this capacity, or unless Council has clearly spoken as a body, therefore the following shall apply:

- a. Members will accurately communicate the decisions of the Town of Arnprior Council, even if they disagree with the majority decision of Council, and by doing so affirm the respect for and integrity in the decision-making process of Council. A Member may state that he/she did not support the decision, or voted against the decision.
- b. Members shall refrain from making judgemental or critical comments about other Members of Council or staff, or about the Town Council's processes and decisions.
- c. Members at all times shall refrain from speculating or reflecting upon the motives of other Members of Council or staff, when communicating with the media.

- d. Members of Council will keep all confidential information confidential, until such a time arises that the matter can properly be made public. A breach of confidentiality by Members diminishes public confidence.

3.4 - Legislation

This Council Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of members. The following provincial legislation governs the conduct of members of Council:

- The Municipal Act, 2001
- The Municipal Conflict of Interest Act (MCIA)
- The Municipal Elections Act (MEA)
- The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- The Ontario Human Rights Code (OHRC)
- The Criminal Code of Canada (CCC)
- The Occupational Health and Safety Act (OHSA) – including Bill 168
- The Accessibility for Ontarians with Disabilities Act (AODA)

Section 4 – Rule of Etiquette

4.1 - Meetings & Quorum

- a. The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. The Presiding Officer should never allow Members or delegations at a Council, Committee, or Board meeting to publicly criticize identifiable employees or other individuals.

It is the responsibility of the Presiding Officer to ensure that both parliamentary procedure and rules of etiquette are observed by those in attendance at all times.

- b. Quorum is defined as the majority of the total number of the Voting Members of the Council or Committee, or as may be specifically set out in Council approved Terms of Reference for a Committee. Therefore, Council shall only conduct its business in a duly constituted meeting of Council, as per the Procedure By-Law.
- c. There shall be no “Off the Record” or Secret Meetings of Council.

4.2 - Operational Inquiries/ Complaints

- a. Members of Council and/or other Members who are approached by the public with inquiries/ complaints regarding operational matters should direct these to the CAO, or Director in the absence of the CAO, who will then contact the appropriate Department or individual for review of the matter.

Section 5 – Behaviour of Members

5.1 Interpersonal Behaviour

- a. Treat Every Person with Dignity, Understanding and Respect:
 - Members shall refrain from abusive conduct, personal charges, verbal attacks, discrimination or gossip upon the character or motives of municipal employees, Councillors, Committee Members, Volunteers, or the public. Members shall abide by the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs, as well as the Ontario Human Rights Code, and shall take these policies and legislation and their contents into account at all times when considering etiquette. All dealings with any person are to exhibit a high degree of professionalism and are to be based on honesty, dignity, understanding, respect, impartiality and fairness.
- b. Do not Discriminate:
 - In accordance with the Ontario Human Rights Code, Members shall not discriminate against anyone on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religious affiliation or faith, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. These forms of discrimination listed, shall be as defined in the Ontario Human Rights Code.
- c. Do not Engage in Violence or Harassment of Any Kind:
 - No Member shall engage in any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code, as amended.

Section 6 – Use of Municipal Property and Resources

- a. No member shall use the municipality's property, equipment, supplies, services or social media sites, which are not available to the general public, for purposes other than those which are necessary for the discharge of their official duties. This clause does not prohibit incidental responsible personal use of Town cell phones or computers.
- b. No Member shall obtain any direct or indirect personal benefit or financial gain from the use or sale of Town or Local Board property or resources, as the case may be, whether licensed, leased, or owned by the Town or Local Board, including: land, facilities, equipment, supplies, services, Staff, Town or Local Board-developed intellectual property (for example, inventions, creative writings, graphic designs, computer programs and technical drawings), technical innovations, Town or Local Board owned images, logos, or coat of arms.

- c. All such property or resources remain exclusively that of the Town or the Local Board, as the case may be. For greater clarity, “personal benefit” shall include any direct or indirect benefit provided with the Member’s knowledge to a Family Member.

Section 7 – Municipal Elections

- a. During a Municipal election, Members of Council must conduct themselves in accordance with the provisions of the *Municipal Elections Act*, in addition to legislation and policies in place during their term of office. Members are accountable under the provisions of these statutes.
- b. Members of Council will expect the Town Clerk to manage the Municipal Election process and meet all statutory requirements in accordance within the *Municipal Elections Act*. Members of Council shall respect the role of the Town Clerk and municipal staff in the election process, shall not interfere with the Town Clerk or municipal staff’s discharge of their duties during the election process, and understand that their role is to ensure that all candidates are treated equally.
- c. No Member shall use the facilities, equipment, supplies, services, or other resources of the Town for any election campaign-related activities.
- d. In a municipal election year, commencing on Nomination Day until the date of the election, no Member or other candidate for elected office, may book directly or indirectly, any facility for any purpose that might be perceived as an election campaign purpose if that facility is being used as a polling station.
- e. No Members shall use the services of persons for campaign related activities during hours in which those persons receive any compensation from the Town.

Section 8 – Confidentiality

- a. Members shall keep confidential any information:
 - i. Disclosed or discussed at a meeting or part of a meeting of Council, Committee, or Board, that was closed to the public.
 - ii. That is circulated to members of Council, or other Members, that is marked confidential.
 - iii. Return any documentation marked confidential to the Town Clerk’s office for destruction.
 - iv. That is received in confidence verbally.
- b. The obligation to keep information confidential applies even if the Member ceases to be a Council, Committee, or Board Member.

c. Protection of Privacy:

- i. Confidential information includes information in the possession of, or received in confidence by the Municipality that the Municipality is either prohibited from disclosing, or is required to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), or other legislation. Generally, the MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.
- ii. No Member shall disclose or release by any means to anyone, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
- iii. No Member shall use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.
- iv. A matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting unless the Council, Committee, or Board discusses the information at a meeting that is open to the public or releases the information to the public in accordance with applicable law.

Section 9 – Gifts, Hospitality & Other Benefits

The objective of the contents presented in this section of the Council Code of Conduct is to ensure that Councillors make Council decisions based on impartial and objective assessment of each situation, free from influence of gifts, favours, hospitality or entertainment.

In this policy, gifts, commission, hospitality, reward, advantage or benefit of any kind, may be interchanged and shall be deemed to include all of the aforementioned:

- a. The stipend paid to each Member of Council is intended to fully remunerate them for service to the Corporation of the Town of Arnprior.
- b. Members of Council are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commission, hospitality, reward, advantage or benefit of any kind, personally or through a family member or business connection, that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, special consideration.
- c. The above statements do not preclude Members of Council from accepting:
 - i. Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a Committee, for speaking at an event or for representing the Corporation of the Town of Arnprior at an event.

- ii. Political contributions that are otherwise offered, accepted, and reported in accordance with applicable law.
- iii. Food and beverages at meetings, banquets, receptions, ceremonies, or similar events.
- iv. Food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or be local government boards or commissions.
- v. A stipend from a board or commission that the Councillor serves on as a result of an appointment by Council.
- vi. Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations.
- vii. Gifts of a nominal value that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office.
- viii. Services provided without compensation by persons volunteering their time for election campaign

Section 10 - Use of Social Media

- a. Members may participate in social media of their own accord, in compliance with, the Code of Conduct and Town Policies. Members are welcome to like/follow official town sites and are encouraged to share content that has already been officially posted to the town's website and social media accounts.
- b. Under Council's Code of Conduct the Mayor is the official spokesperson for Town Council and this also applies to social media. As the Head of Council, the Mayor will reflect the position taken by Town Council on any specific issue.
- c. Members of Council should clearly identify where they are expressing personal views, and not necessarily the views of the town.
- d. Members are expected to act with decorum on Social Media.
- e. Members must never use Social Media as a platform to treat one another, Municipal Staff, Local Board Staff, or members of the public without respect, or to make false or defamatory statements about one another, Municipal Staff, Local Board Staff or members of the public. Members of Council and Local Boards shall refrain from using Social Media to malign a debate or decision or otherwise erode the authority of Council or the Local Board, as the case may be.
- f. Members of Council and Local Boards shall not engage in or encourage any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code, as amended.

- g. A member of Council or Local Board's title may only be used for Town purposes and not for campaign purposes. Where a member maintains a personal Social Media account, that account must contain a statement, in a clearly visible place, that the views expressed on the account are those of the account holder alone and not those of the Town, its Council, or local board.
- h. Members shall ensure that their posts on Social Media are accurate, not misleading, and do not reveal confidential information. Members must not post content on Social Media that discloses information or conduct during in camera or other confidential meetings or other confidential information acquired in the course of their duties as a member of Council or Local Board.
- i. Without limiting the generality of the foregoing, members shall refrain from posting private or confidential information about fellow Councillors, Local Board members, Municipal Staff, Local Board Staff or members of the public.
- j. At no time shall a Member post or circulate (including via e-mail) any correspondence from Municipal Staff or Local Board Staff, except for any public report, without the express permission of the author. Specifically, e-mail messages and voice messages are typically drafted with a specific audience in mind, and the publication of such messages without the appropriate context could lead to public misunderstanding.

Section 11 - Improper Use of Influence

- a. Members shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.
- b. Members shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves, their parents, children or grandchildren, spouse, or friends or associates, or for the purpose of creating a disadvantage to another person.
- c. Members who are asked to support charitable activities within the community may do so by accepting honorary roles, lending their names to organizations or events and encouraging public support of events. In doing so, Members shall ensure that they do not have a conflict between their private interest and their duties to the public. Members shall not directly solicit funds nor receive funds for charitable purposes in their role as a Member. Members shall remain at arm's-length from financial aspects of external events which they support in their public capacity and shall not participate in decisions concerning the disbursement of funds or determining the beneficiaries of the funds.

Section 12 - Breach of Policy/ Code of Conduct

12.1 - Integrity Commissioner

- a. The *Municipal Act, 2001* authorizes the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to, the application of:
 - i. the Code of Conduct for Members of Council and Members of Local Boards and Committees; and
 - ii. any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members
 - iii. Notwithstanding the foregoing, with respect to Ad-hoc, Advisory, and/or any other volunteer Committees, the Integrity Commissioner will have no jurisdiction over complaints concerning these volunteer Members. Investigations will be completed by the Clerk's office, and decided on by Council.
- b. The *Municipal Act, 2001* also outlines that the Integrity Commissioner may also exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.
- c. The Integrity Commissioner serves the public interest and is granted authority under the *Municipal Act, 2001* to educate, advise, and investigate the conduct of Members of the municipality.
- d. All complaints on breach of conduct, by Members of the Town of Arnprior will be reported to the Town Clerk and then, if necessary, to the Integrity Commissioner.
- e. The Integrity Commissioner shall be independent from both Council and staff.
- f. The Integrity Commissioner is appointed by Council for a term of not less than 4 years to straddle an election by approximately two (2) years on either side and is responsible for performing in an independent manner the functions assigned by the municipality with respect to this Code of Conduct and the procedures, rules, and policies of the municipality.
- g. The Integrity Commissioner has the power to conduct an inquiry if requested by Council, any other Member, or a member of the public, about whether there has been a contravention of this Code of Conduct or any other Town policy.
- h. Pursuant to the *Municipal Act, 2001*, no application for an inquiry by the Integrity Commissioner of an alleged contravention of the Code or MCIA shall be made between Nomination Day and six weeks after Voting Day in a regular election, except as provided in section 223.4 and 223.4.1 of the *Municipal Act, 2001*. Furthermore, any investigation not completed prior to Nomination Day in a regular election shall be terminated by the Integrity Commissioner on that day.
- i. The Integrity Commissioner shall not re-commence an enquiry terminated as the result of an election unless, within six weeks of Voting Day in a regular election, the person who made the original request submits a written request to the Integrity Commissioner asking that the inquiry be re-commenced.

- j. The Integrity Commissioner is entitled to free access to all books, accounts, and records, property, or any other necessary thing belonging to the municipality, as well as personnel or other Members which he/she feels is necessary to the investigation process.
- k. The Integrity Commissioner will be reimbursed for reasonable expenses incurred in the performance of their investigation/ duties.
- l. Records of the Integrity Commissioner must be retained permanently.

12.2 - Duty to Report Violation

- a. No Member may directly or indirectly, induce, encourage, or aid a Member to violate any provision of this Code of Conduct.
- b. All Members have the duty to report a violation of this Council Code of Conduct.
- c. Neither the Town nor any other Member shall take or threaten to take, discharge, discipline, personally attack, harass, intimidate, etc. a person who has reported a violation of this Council Code of Conduct.

12.3 - Breach of Policy/ Code of Conduct

- a. Should the Integrity Commissioner determine that a member has breached the Council Code of Conduct after completing a proper investigation; the Integrity Commissioner shall report that such a determination has been made at an open regular Council meeting. Council shall then determine an appropriate sanction which shall be delivered by way of a resolution in open Council.
- b. Although the Integrity Commissioner's report must be made public, pursuant to the *Municipal Act, 2001*, some parts of the investigations may be confidential, and thus confidential information will not be made public.
- c. Council may impose either of the following penalties on a Member if the Integrity Commissioner reports to the municipality that, in his or her opinion, the Member has contravened this Council Code of Conduct and/or a Town policy:
 - i. A reprimand
 - ii. Suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or local board, as the case may be for a period of up to 90 days.
- d. Council may also take the following additional actions:
 - i. Remove or not appoint the Member from an Advisory Committee or Board.
 - ii. Remove or not appoint the Member as Chair of a Committee or Board.
 - iii. Repay or reimburse the compensation received.
 - iv. Return property or reimburse for the value of it.
 - v. Request for a written, verbal or public apology to Council, the complainant, or both.

- vi. Require the Member to comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.
 - vii. Any other fair and reasonable sanction given the circumstances.
- e. All sanctions under this By-law will be fair and in keeping with the severity of the infraction, giving due regard to the Member's previous conduct.

12.4 - Investigation / Complaint Procedure

Part A - Informal Complaint Procedure

Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:

- (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to settle or resolve the issue;
 - (g) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (h) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other Applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are strongly encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe violates the Code of Conduct.
 3. The Integrity Commissioner may participate in any informal process. The parties involved are encouraged to take advantage of the Integrity Commissioner's potential role as a mediator/conciliator on issues relating to a complaint.
 4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out below.

Part B - Formal Complaint Procedure

A request for an investigation of a complaint that a member has contravened this Code of Conduct or policy shall be in writing.

- a. All complaints must be signed by an identifiable individual.
- b. A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened this Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.
- c. The request shall be filed with the Town Clerk who shall forward the matter to the Integrity Commissioner for initial classification. The Integrity Commissioner shall determine if the matter is, on its face, a complaint with respect to non-compliance with this Code of Conduct and/or not covered by other legislation or policy.
- d. If the complaint is determined not to be a complaint with respect to non-compliance with this Code of Conduct or other policies, the complainant shall be advised that the matter is not within the jurisdiction of the Integrity Commissioner to process with any additional reasons and referrals, as the Integrity Commissioner considers appropriate.
- e. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious, or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or where that becomes apparent in the course of an investigation, terminate the investigation.
- f. The Integrity Commissioner shall not issue a report finding a violation of this Code of Conduct on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended sanction and an opportunity either in person or in writing to comment on the proposed finding and any recommended sanction, provided that comment period after having been notified does not exceed 30 calendar days.
- g. The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the making of the complaint.
- h. Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Council outlining the findings, or recommended corrective action in open Council.
- i. Where the complaint is dismissed, the Integrity Commissioner shall not report to Council, except as part of an annual or other periodic report.
- j. A complaint will be processed in compliance with the confidentiality requirements of Section 223.5(1) of the *Municipal Act, 2001*, as amended.
- k. If the Integrity Commissioner reports to Council his or her opinion about whether a Member has contravened this Code of Conduct, the Integrity Commissioner may disclose in the report such matters as, in the Integrity Commissioner's opinion, are necessary for the purposes of the report.

12.5 - Integrity Commissioner Reporting to the Municipality

- a. Where the complaint is sustained in whole or part, the Integrity Commissioner shall report to Council outlining the findings, the terms of any settlement and/or his or her recommendation as to any penalties.
- b. The Integrity Commissioner shall file a copy of the final report on an investigation with the Town Clerk, who will then provide a copy of the report to the complainant and the Member whose conduct it has addressed. The Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.
- c. The Town Clerk shall submit the Integrity Commissioner's report to Council within the next two regular meetings and the Integrity Commissioner shall appear to present his or her report to Council.
- d. The Integrity Commissioner shall report annually to Council on the number of complaints filed by way of a memo to Council, in November of each calendar year. The Integrity Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned.

Section 13 - Review

Council shall review this Code in the second year following an election.

Acknowledgement of Understanding and Compliance

The undersigned Member of Council, a Committee, and/or Board of the Town of Arnprior hereby acknowledges receipt of a copy of the Council Code of Conduct By-law No. 7108-20 and agrees to abide by its contents. The Member also acknowledges this form will be kept on file with the Town of Arnprior, and a copy of this signed form was retained by the Member themselves.

Printed Name

Signature of Member

Date

SWORN (or AFFIRMED) before me at the

Sworn (or Affirmed) before me at the
of

In the Province of Ontario

This day of ,

Signature of Complainant

Signature

A Commissioner for taking affidavits, etc.

Personal Information is collected under the authority of sections 223.1 to 223.8 of the *Municipal Act, 2001*. The information will be provided to enforce the Council Code of Conduct. This form will be shared with the Integrity Commissioner and may be shared by the Integrity Commissioner with any persons the Integrity Commissioner deems necessary as part of any investigation. Questions about the collection and use can be directed to the Town Clerk, Town of Arnprior, 105 Elgin Street West, Arnprior, ON K7S 0A8.



Town of Arnprior Staff Report

Subject: Draft Council Code of Conduct

Report Number: 23-06-26-01

Report Author and Position Title: Maureen Spratt, Clerk

Department: Client Services

Meeting Date: June 26, 2023

Recommendations:

That Council receive report number 23-06-26-01 as information; and

That Council adopt an updated Code of Conduct for Council and Local Boards By-law.

Background:

Ontario municipalities and members of council operate under an accountability and transparency framework, legislated by the province, that include rules for the municipality and rules for members of council and local boards.

Subsection 223.2(1) of the Municipal Act, 2001 authorizes a Municipality to establish Codes of Conduct for Members. Subsection 223.3(1) also authorizes a Municipality to appoint an Integrity Commissioner who is responsible for performing in an independent manner the functions assigned by Council with regard to the application of a Code of Conduct.

In 2013, Council of the Town of Arnprior established By-law 6222-13 Council Code of Conduct, as well as appointed an Integrity Commissioner for the purpose of applying the rules of the Code of Conduct and investigating potential breaches of the Code.

In 2020, staff brought forward an amended Council Code of Conduct By-law for consideration of Council. The amended Council Code of Conduct, By-law 7108-20, was deferred at the November 23, 2020 meeting and again on the December 14, 2020 meeting, with direction for staff to review the amending by-law with respect to Section 10 – Use of Social Meeting and Section 11 – Improper Use of Influence.

Discussion:

Due to changes in legislation, technology and an emphasis on transparency, staff has reviewed and updated the Council Code of Conduct By-law 6222-13.

Under Section 223.2 of the *Municipal Act, 2001*, the following are the prescribed subject matters that a municipality is required to include in the codes of conduct for members of the council of the municipality and of its local boards:

1. Gifts, benefits and hospitality.
2. Respectful conduct, including conduct toward officers and employees of the municipality or the local board, as the case may be.
3. Confidential information.
4. Use of property of the municipality or of the local board, as the case may be.

The above sections were previously included in the 2013 version, and have been left in or amended slightly for housekeeping purposes.

In addition to housekeeping changes, there are:

- additions/deletions/corrections to Section 1 – Definitions;
- new section - Section 10 – Use of Social Media;
- new section - Section 11 – Improper Use of Influence;
- new subsections - under Section 12.1 regarding an inquiry during an election period;
- new subsection under Section 12.4 now includes an Informal Complaint Protocol; and
- a new Section 13 – Review

For ease of reference, **additions are highlighted in yellow** and ~~deletions with strikethrough text.~~—A brief summary of the new sections is as follows:

Section 10 - Social Media

Similar to media communications, the Mayor is the official spokesperson on social media for the municipality. Members may participate, consistent with the Code of Conduct and town policies, and are welcome to like/follow town sites and share content that has been officially posted. However, members must ensure their posts are accurate and reflect the town's position – any personal views must be clearly qualified as such.

As per Council's 2020 feedback, section 3.3 and 10 (b) now clarifies that while the Mayor is the official spokesperson for the Town, this does not prohibit other members of Council from accurately communicating the Town's position on matters.

Section 11 - Use of Improper Influence

Members are expected not to use their status to improperly influence the decisions of others to gain a private advantage for oneself, a family member, friend or associate.

As per Council's 2020 direction, section 11 c) with respect to charitable activities has been removed in its entirety, however the principles of the Municipal Conflict of Interest Act with respect to participation still applies.

Section 12.1 (h)(i) Inquiry during an election

The code has been updated to include the time restrictions on when electors can make a complaint to the Integrity Commissioner. In an election year, no applications can proceed in the period of time from nomination day to voting day in a regular election. If an elector wishes to proceed with an application that falls within six weeks before the restricted time frame, they may apply to the Integrity Commissioner within the six-week period after voting day.

Section 12.4 Part A Informal Complaint Procedure

Currently, if a Council Member appears to have violated a section of the code, a formal complaint must be submitted to the Integrity Commissioner. The code has been updated to provide an informal procedure whereby the complainant advises the member that the behavior appears to contravene the code and encourages the member to stop the behavior.

Section 13 Review Period

A section has been included for review of the Code of Conduct in the second year following an election.

In summary, a Code of Conduct helps to ensure that Members of Council and Members of Local Boards share a common basis and understanding of what constitutes acceptable conduct of Members both generally and in the discharge of their duties. A Code of Conduct promotes public confidence that Members will operate from a foundation of integrity, respect, transparency, and accountability. Enforcement of the Code of Conduct by an independent Integrity Commissioner further promotes public confidence in the process.

Options:

Council could choose to:

- a) Adopt all of the amendments as noted;
- b) Adopt some of the amendments as noted;
- c) Continue with the 2013 Code of Conduct.

Policy Considerations:

The information provided in this report is consistent with the transparency framework legislated by the province, town policies adopted by Council and is reflective the town's core values of honesty and integrity / open and transparent.

Financial Considerations:

None

Meeting Dates:

N/A

Consultation:

N/A

Documents:

Draft Code of Conduct

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

**The Corporation of the
Town of Arnprior**

By-law Number xxxx-23

A By-law to adopt a Code of Conduct for the Council and Local Boards of the Town of Arnprior and to Repeal By-law No. 6222-13

Whereas section 11 of the Municipal Act, 2001, as amended authorizes municipalities to enact by-laws regarding Accountability and Transparency of the municipality and its operations; and

Whereas section 223.2(1) of the Municipal Act, 2001, as amended requires municipalities to establish a code of conduct for members of council and local boards; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to establish a new code of conduct for members of council and local boards;

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

1. **That** Council adopts a code of conduct for council and local boards as set forth in Schedule "A" attached hereto and forming part of this by-law.
2. **That** this by-law may be referred to as the "Council Code of Conduct".
3. **That** a vote of two-thirds of the members present be required to amend or repeal this bylaw.
4. **That** By-law Number 6222-13 is hereby repealed and where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provision of the by-law shall prevail.
5. **That** this By-law shall come into full force and effect on the date of its passing.

Enacted and **Passed** this xxx day of xxxx, 2023

Lisa McGee, Mayor

Clerk



TOWN OF ARNPRIOR
Code of Conduct
Council and Local Boards
Schedule A – By-law No. ~~6222-13~~

Date: ~~June 2013~~

Table of Contents

| | |
|---|-----------|
| Section 1 – Definitions | 2 |
| Section 2 – Purpose | 5 |
| Section 3 – Roles & Responsibilities | 5 |
| 3.1 - Legislated Responsibilities & Compliance | 5 |
| 3.2 - Interaction with Staff | 6 |
| 3.3 - Media Communications | 6 |
| 3.4 - Legislation | 7 |
| Section 4 – Rule of Etiquette | 7 |
| 4.1 - Meetings & Quorum | 7 |
| 4.2 - Operational Inquiries/ Complaints | 8 |
| Section 5 – Behaviour of Members | 8 |
| 5.1 Interpersonal Behaviour | 8 |
| Section 6 – Use of Municipal Property and Resources | 8 |
| Section 7 – Municipal Elections | 9 |
| Section 8 – Confidentiality | 9 |
| Section 9 – Gifts, Hospitality & Other Benefits | 10 |
| Section 10 - Use of Social Media | 11 |
| Section 11 - Improper Use of Influence | 12 |
| Section 12 - Breach of Policy/ Code of Conduct | 13 |
| 12.1 - Integrity Commissioner | 13 |
| 12.2 - Duty to Report Violation | 14 |
| 12.3 - Breach of Policy/ Code of Conduct | 14 |
| 12.4 - Investigation / Complaint Procedure | 15 |
| <i>Part A - Informal Complaint Procedure</i> | 15 |
| <i>Part B - Formal Complaint Procedure</i> | 16 |
| 12.5 - Integrity Commissioner Reporting to the Municipality | 17 |
| Section 13 - Review | 17 |

Section 1 – Definitions

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

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

~~Board – means a local board as defined in the Municipal Affairs Act, R.S.O. 1990, Chap.46, as amended. For the Town of Arnprior this may include but is not limited to the Library Board and Museum Board.~~

Chair – means the Member responsible for presiding at the meeting, and may also be referred to as the Presiding Officer.

Chief Administrative Officer – means the individual appointed as Chief Administrative Officer of the Town of Arnprior pursuant to Section 229 of the *Municipal Act, 2001* and may be referred to as the CAO herein.

Child - means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat at a child of his or her family.

Clerk – means the individual appointed as the Clerk of the Town of Arnprior pursuant to Section 228 of the *Municipal Act, 2001*; or in the absence of the Clerk, the Deputy Clerk, of the Town of Arnprior pursuant to Section 228(2) of the *Municipal Act, 2001*.

Closed Session Meeting – means that part of a meeting that is closed to the public in accordance with Section 239 of the *Municipal Act, 2001*, other than those persons specifically invited to remain, and may also be referred to as “In Camera.”

Committee – means an Advisory Committee or any other Committee of the Town of Arnprior.

Complainant - means a person who has filed a complaint in accordance with this Code;

Complaint – means a ~~purported contravention of the Town of Arnprior Council Code of Conduct and/or Policy~~ written objection filed with the Integrity Commissioner pursuant to this Code respecting a Member.

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

Confidential information - means any personal information or records that are in the possession, in the custody or under control of a Councillor related to a constituent who has contacted their office and any information that the Town is either precluded from disclosing under the Municipal Act, 2001 or other applicable legislation, its Procedural By-law or any of its other by-laws, policies, rules or procedures, or that it is required to refuse to disclose under the Municipal Freedom of Information and Protection of Privacy Act or other legislation.

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

Council Code of Conduct – means the Town of Arnprior Council Code of Conduct, which operates alongside other statutes governing the conduct of Members of Council, Boards and Committees of the Town of Arnprior; may also be referred to as “Code of Conduct.”

Frivolous – means of little or no weight, worth or importance; not worthy of serious notice.

Gift - means cash, fees, admission fees, advances, vouchers, invitations, objects of value, services, offers, personal benefits, travel and accommodation or entertainment that are provided to and retained by a Member, that could be seen to be connected directly or indirectly to the performance of the Member’s duties.

Good Faith – means in accordance with standards of honesty, trust, sincerity.

Harassment – as defined in the Town of Arnprior’s Workplace Harassment Policy and Program as well as in the *Ontario Human Rights Code*.

Integrity Commissioner – means the individual appointed as the Integrity Commissioner of the Town of Arnprior, pursuant to Section 223.3 of the *Municipal Act, 2001*.

Mayor – means the head of Council as set out in the *Municipal Act, 2001, S.O. 2001*.

Meeting – means a regular, special, or other meeting convened of Council or Committee as permitted under this by-law.

Member – means a Member of Council; elected by general vote or wards, or by any combination thereof, in accordance with the *Municipal Act, 2001, c. 25*, as amended. In this by-law “Member” shall also mean a member of town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*. shall also mean a Member of a Board or Committee.

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

Parent - means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child.

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

Policy – means any policy or by-law passed by the Town of Arnprior Council.

Presiding Officer – means the Mayor, or in the absence of the Mayor, the Deputy Mayor, at a regular or special meeting of Council, or the Member of Council appointed as the Chair of a Committee or Board, or in the absence of either, another Member of Council appointed in accordance with the Procedure By-law 6202-13, as amended. The Presiding officer may also be referred to as the Chair.

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

Sexual Harassment - as defined in the Town of Arnprior's Workplace Harassment Policy and Program.

Social Media - means web-based applications and on-line forums that allow users to interact, share and publish content such as text, links, photos, audio and video;

Spouse - means either of two persons who,

(a) are married to each other;

(b) have together entered into a marriage that is voidable or void, in good faith on the part of a person relying on this clause to assert any right; or

(c) are not married to each other and have cohabited,

(i) continuously for a period of not less than three years, or

(ii) in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act*.

Staff - means direct employees of the Town whether full-time, part-time, contract or casual, seasonal and volunteer as well as agents and consultants acting in furtherance of the Town's business and interest;

Town – means the Corporation of the Town of Arnprior, which may also be referred to as the municipality, **the Town** or the Town of Arnprior.

Town property - includes, but is not limited to, all real and personal property, facilities, vehicles, equipment, supplies, services, staff, documents, intellectual property, computer programs or technological innovations belonging to the Town.

Vexatious – means instituted without sufficient grounds and serving only to cause annoyance to the defendant.

Violence – as defined in the Town of Arnprior’s Workplace Violence Prevention Policy and Program.

Section 2 – Purpose

This Code of Conduct sets standards for the conduct of Members of the Council of the Town of Arnprior, as well as, all Town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*. ~~This Council Code of Conduct sets standards for the behaviour of Council members, as well as, other Member of the municipality in carrying out their functions.~~ It has been developed to assist Council and Members to:

- a. Understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
- b. Fulfill their duty to act honestly and exercise reasonable care and diligence;
- c. Act in a way that enhances public confidence in local government; and
- d. Identify and resolve situations, which might involve a conflict of interest or a potential misuse of position and authority.

This Code of Conduct outlines each individual’s responsibility, as a Member of the municipality, to uphold these principles and values, and act in the public interest.

Section 3 – Roles & Responsibilities

The Role of Council and Staff is traditionally one of the first items to be clarified for a Council, in that Staff shall take direction from the Chief Administrative Officer (CAO). The CAO shall take direction from and be responsible to Council of the Town of Arnprior, but shall not be instructed or directed by or be responsible to any individual member of the Council. The CAO shall consult with Council with respect to any matter of concern to the municipality or to any of its local boards or committees. Clearly defined roles, distinguishing between the concepts of ‘governance’ and ‘management’, are critical to the success of a municipality. It will be reinforced at the outset that Council sets the policy for the community; it does not engage or participate in the daily operations of the municipality.

3.1 - Legislated Responsibilities & Compliance

The legislated responsibilities, outlined in the *Municipal Act, 2001*, *S.O. 2001*, the laws of Canada, and the Province of Ontario, and all policies and by-laws of the Town of Arnprior are to be adhered to and carried out by all Members. Failure to do so constitutes an offence under this policy.

3.2 - Interaction with Staff

The Town has worked diligently at creating a positive working relationship between Council and Staff. This has been successful, largely due to a mutual respect for each other's roles and responsibilities.

- a. Only Council acting as a body, can dictate that staff perform such duties as are necessary to the efficient management of the affairs of the community, and/or research such matters as the Council deems necessary. Individual Council Members do not have authority to direct the CAO, Directors, or staff.
- b. The Role of the CAO and the Directors is to direct the day-to-day management of the municipality, and assign duties to the staff placed under their supervision. To encourage the efficient management of the community, individual Council Members are requested to be mindful of that fact and are advised of the following:
 - i. Council will respect and adhere to the Policies set by Council, and will under no circumstance take it upon themselves to circumvent or ask staff to circumvent established Policies. Only Council as a body, at a formal meeting, has the authority to amend policies.
 - ii. Council as a body, and as individuals, will liaise primarily with the CAO or Directors in the absence of the CAO. This requirement is not designed to interfere with the normal flow of information with those staff members who have been assigned the responsibility of providing information to Council by the Directors or CAO.
 - iii. Questions or issues surrounding operational concerns or complaints, excluding the basic issues covered above, should be directed primarily to the CAO or in the absence of the CAO, to the Directors.
 - iv. The municipality does not provide secretarial and/or research services for individual Councillors. Should information be required by individual Council members, a request should be made of the Clerk, **General Manager, Client Services/Treasurer**, ~~Director of Corporate Services / Treasurer~~ or CAO who will then determine which staff member is best suited to obtain the data.

3.3 - Media Communications

It is understood that the Mayor as Head of Council, as per section 226(1)(c) of the Municipal Act, 2001, is the primary spokesperson, which does not prohibit other Members of Council **from accurately communicating the Town's position**. Therefore the following shall apply:

- a. Members will accurately communicate the decisions of the Town of Arnprior Council, even if they disagree with the majority decision of Council, and by doing so affirm the respect for and integrity in the decision-making process of Council. A Member may state that he/she did not support the decision, or voted against the decision.

- b. Members shall refrain from making judgemental or critical comments about other Members of Council or staff, or about the Town Council's processes and decisions.
- c. Members at all times shall refrain from speculating or reflecting upon the motives of other Members of Council or staff, when communicating with the media.
- d. Members of Council will keep all confidential information confidential, until such a time arises that the matter can properly be made public. A breach of confidentiality by Members diminishes public confidence.

3.4 - Legislation

This Council Code of Conduct ~~operates along with and as a supplement to the existing statutes~~ **is a complement to the existing legislation governing the conduct of Members.** The following federal, provincial legislation governs the conduct of members of Council:

- The Municipal Act, 2001;
- The Municipal Conflict of Interest Act (MCIA);
- The Municipal Elections Act (MEA);
- The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA);
- The Ontario Human Rights Code (OHRC);
- The Criminal Code of Canada (CCC);
- The Occupational Health and Safety Act (OHS Act) – including Bill 168;
- The Accessibility for Ontarians with Disabilities Act (AODA)
- The Provincial Offences Act;
- **The by-laws and policies of Council as adopted and amended from time to time.**

Section 4 – Rule of Etiquette

4.1 - Meetings & Quorum

- a. The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. The Presiding Officer should never allow Members or delegations at a Council, Committee, or Board meeting to publicly criticize identifiable employees or other individuals. It is the responsibility of the Presiding Officer to ensure that both parliamentary procedure and rules of etiquette are observed by those in attendance at all times.
- b. Quorum is defined as the majority of the total number of the Voting Members of the Council or Committee, or as may be specifically set out in Council approved Terms of Reference for a Committee. Therefore, Council shall only conduct its business in a duly constituted meeting of Council, as per the Procedure By-Law.
- c. There shall be no "Off the Record" or Secret Meetings of Council.

4.2 - Operational Inquiries/ Complaints

- a. Members of Council and/or other Members who are approached by the public with inquiries/ complaints regarding operational matters should direct these to the CAO, or Director in the absence of the CAO, who will then contact the appropriate Department or individual for review of the matter.

Section 5 – Behaviour of Members

5.1 Interpersonal Behaviour

- a. Treat Every Person with Dignity, Understanding and Respect:
 - o Members shall refrain from abusive conduct, personal charges, verbal attacks, discrimination or gossip upon the character or motives of municipal employees, Councillors, Committee Members, Volunteers, or the public. Members shall abide by the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs, as well as the Ontario Human Rights Code, and shall take these policies and legislation and their contents into account at all times when considering etiquette. All dealings with any person are to exhibit a high degree of professionalism and are to be based on honesty, dignity, understanding, respect, impartiality and fairness.
- b. Do not Discriminate:
 - o In accordance with the Ontario Human Rights Code, Members shall not discriminate against anyone on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religious affiliation or faith, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. These forms of discrimination listed, shall be as defined in the Ontario Human Rights Code.
- c. Do not Engage in Violence or Harassment of Any Kind:
 - o No Member shall engage in any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code.

Section 6 – Use of Municipal Property and Resources

- a. **No member** Council, Committee, Boards and Commissions shall use the municipality's property, equipment, supplies, services or **social media sites**, which are not available to the general public, for purposes other than those which are necessary for the discharge of their official duties. This clause does not prohibit incidental responsible personal use of Town cell phones or computers.

- b. No Member shall obtain any direct or indirect personal benefit or financial gain from the use or sale of Town or Local Board property or resources, as the case may be, whether licensed, leased, or owned by the Town or Local Board, including: land, facilities, equipment, supplies, services, Staff, Town or Local Board-developed intellectual property (for example, inventions, creative writings, graphic designs, computer programs and technical drawings), technical innovations, Town or Local Board owned images, logos, or coat of arms.
- c. All such property or resources remain exclusively that of the Town or the Local Board, as the case may be. For greater clarity, "personal benefit" shall include any direct or indirect benefit provided with the Member's knowledge to a Family Member.

Section 7 – Municipal Elections

- a. During a Municipal election, Members of Council must conduct themselves in accordance with the provisions of the *Municipal Elections Act*, in addition to legislation and policies in place during their term of office. Members are accountable under the provisions of these statutes.
- b. Members of Council will expect the Town Clerk to manage the Municipal Election process and meet all statutory requirements in accordance within the *Municipal Elections Act*. Members of Council shall respect the role of the Town Clerk and municipal staff in the election process, shall not interfere with the Town Clerk or municipal staff's discharge of their duties during the election process, and understand that their role is to ensure that all candidates are treated equally.
- c. No Member shall use the facilities, equipment, supplies, services, or other resources of the Town for any election campaign-related activities.
- d. In a municipal election year, commencing on Nomination Day until the date of the election, no Member or other candidate for elected office, may book directly or indirectly, any facility for any purpose that might be perceived as an election campaign purpose if that facility is being used as a polling station.
- e. No Members shall use the services of persons for campaign related activities during hours in which those persons receive any compensation from the Town.
- f. ~~The Integrity Commissioner may at any time be consulted with regard to complying with any part of this Section of the Town of Arnprior Council Code of Conduct. In particular they may rule on whether any activity by staff in a Councillor office during an election year is prohibited election work, or permitted activity sufficiently unrelated to the election.~~

Section 8 – Confidentiality

- a. Members shall keep confidential any information:
 - i. Disclosed or discussed at a meeting or part of a meeting of Council, Committee, or Board, that was closed to the public.
 - ii. That is circulated to members of Council, or other Members, that is marked confidential.
 - iii. Return any documentation marked confidential to the Town Clerk's office for destruction.
 - iv. That is received in confidence verbally.
- b. The obligation to keep information confidential applies even if the Member ceases to be a Council, Committee, or Board Member.
- c. Protection of Privacy:
 - i. Confidential information includes information in the possession of, or received in confidence by the Municipality that the Municipality is either prohibited from disclosing, or is required to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), or other legislation. Generally, the MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.
 - ii. No Member shall disclose or release by any means to anyone, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
 - iii. No Member shall use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.
 - iv. A matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting unless the Council, Committee, or Board discusses the information at a meeting that is open to the public or releases the information to the public in accordance with applicable law.

Section 9 – Gifts, Hospitality & Other Benefits

The objective of the contents presented in this section of the Council Code of Conduct is to ensure that Councillors make Council decisions based on impartial and objective assessment of each situation, free from influence of gifts, favours, hospitality or entertainment.

In this policy, gifts, commission, hospitality, reward, advantage or benefit of any kind, may be interchanged and shall be deemed to include all of the aforementioned:

- a. The stipend paid to each Member of Council is intended to fully remunerate them for service to the Corporation of the Town of Arnprior.
- b. Members of Council are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commission, hospitality, reward, advantage or benefit of any kind, personally or through a family member or business connection, that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, special consideration.
- c. The above statements do not preclude Members of Council from accepting:
 - i. Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a Committee, for speaking at an event or for representing the Corporation of the Town of Arnprior at an event.
 - ii. Political contributions that are otherwise offered, accepted, and reported in accordance with applicable law.
 - iii. Food and beverages at meetings, banquets, receptions, ceremonies, or similar events.
 - iv. Food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or be local government boards or commissions.
 - v. A stipend from a board or commission that the Councillor serves on as a result of an appointment by Council.
 - vi. Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations.
 - vii. Gifts of a nominal value that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office.
 - viii. Services provided without compensation by persons volunteering their time for election campaign

Section 10 - Use of Social Media

- a. Members may participate in social media of their own accord, in compliance with, the Code of Conduct and Town Policies. Members are welcome to like/follow official town sites and are encouraged to share content that has already been officially posted to the town's website and social media accounts.
- b. Under Council's Code of Conduct the Mayor is the official spokesperson for Town Council and this also applies to social media. As the Head of Council, the Mayor will reflect the position taken by Town Council on any specific issue. But this does not prohibit other Members of Council from accurately communicating the Town's position on any specific issue.
- c. Members of Council should clearly identify where they are expressing personal views, and not necessarily the views of the town.

- d. Members are expected to act with decorum on Social Media.
- e. Members must never use Social Media as a platform to treat one another, Municipal Staff, Local Board Staff, or members of the public without respect, or to make false or defamatory statements about one another, Municipal Staff, Local Board Staff or members of the public. Members of Council and Local Boards shall refrain from using Social Media to malign a debate or decision or otherwise erode the authority of Council or the Local Board, as the case may be.
- f. Members of Council and Local Boards shall not engage in or encourage any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code, as amended.
- g. A member of Council or Local Board's title may only be used for Town purposes and not for campaign purposes. Where a member maintains a personal Social Media account, that account must contain a statement, in a clearly visible place, that the views expressed on the account are those of the account holder alone and not those of the Town, its Council, or local board.
- h. Members shall ensure that their posts on Social Media are accurate, not misleading, and do not reveal confidential information. Members must not post content on Social Media that discloses information or conduct during in camera or other confidential meetings or other confidential information acquired in the course of their duties as a member of Council or Local Board.
- i. Without limiting the generality of the foregoing, members shall refrain from posting private or confidential information about fellow Councillors, Local Board members, Municipal Staff, Local Board Staff or members of the public.
- j. At no time shall a Member post or circulate (including via-e-mail) any correspondence from Municipal Staff or Local Board Staff, except for any public report, without the express permission of the author. Specifically, e-mail messages and voice messages are typically drafted with a specific audience in mind, and the publication of such messages without the appropriate context could lead to public misunderstanding.

Section 11 - Improper Use of Influence

- a. Members shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.
- b. Members shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves, their parents, children or grandchildren, spouse, or friends or associates, or for the purpose of creating a disadvantage to another person.

Section 12 - Breach of Policy/ Code of Conduct

12.1 - Integrity Commissioner

- a. The *Municipal Act, 2001* authorizes the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to, the application of:
 - i. the Code of Conduct for Members of Council and Members of Local Boards and Committees; and
 - ii. any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members
 - iii. Notwithstanding the foregoing, with respect to Ad-hoc, Advisory, and/or any other volunteer Committees, the Integrity Commissioner will have no jurisdiction over complaints concerning these volunteer Members. Investigations will be completed by the Clerk's office and decided on by Council.
- b. The *Municipal Act, 2001* also outlines that the Integrity Commissioner may also exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.
- c. The Integrity Commissioner serves the public interest and is granted authority under the *Municipal Act, 2001* to educate, advise, and investigate the conduct of Members of the municipality.
- d. All complaints on breach of conduct, by Members of the Town of Arnprior will be reported to the Town Clerk and then, if necessary, to the Integrity Commissioner.
- e. The Integrity Commissioner shall be independent from both Council and staff.
- f. The Integrity Commissioner is appointed by Council for a term of not less than 4 years to straddle an election by approximately two (2) years on either side and is responsible for performing in an independent manner the functions assigned by the municipality with respect to this Code of Conduct and the procedures, rules, and policies of the municipality.
- g. The Integrity Commissioner has the power to conduct an inquiry if requested by Council, any other Member, or a member of the public, about whether there has been a contravention of this Code of Conduct or any other Town policy.
- h. Pursuant to the *Municipal Act, 2001*, no application for an inquiry by the Integrity Commissioner of an alleged contravention of the Code or MCIA shall be made between Nomination Day and six weeks after Voting Day in a regular election, except as provided in section 223.4 and 223.4.1 of the *Municipal Act, 2001*. Furthermore, any investigation not completed prior to Nomination Day in a regular election shall be terminated by the Integrity Commissioner on that day.
- i. The Integrity Commissioner shall not re-commence an enquiry terminated as the result of an election unless, within six weeks of Voting Day in a regular election, the person who made the original request submits a written request to the Integrity Commissioner asking that the inquiry be re-commenced.

- j. The Integrity Commissioner is entitled to free access to all books, accounts, and records, property, or any other necessary thing belonging to the municipality, as well as personnel or other Members which he/she feels is necessary to the investigation process.
- k. The Integrity Commissioner will be reimbursed for reasonable expenses incurred in the performance of their investigation/ duties.
- l. Records of the Integrity Commissioner must be retained permanently.

12.2 - Duty to Report Violation

- a. No Member may directly or indirectly, induce, encourage, or aid a Member to violate any provision of this Code of Conduct.
- b. All Members have the duty to report a violation of this Council Code of Conduct.
- c. Neither the Town nor any other Member shall take or threaten to take, discharge, discipline, personally attack, harass, intimidate, etc. a person who has reported a violation of this Council Code of Conduct.

12.3 - Breach of Policy/ Code of Conduct

- a. Should the Integrity Commissioner determine that a member has breached the Council Code of Conduct after completing a proper investigation; the Integrity Commissioner shall report that such a determination has been made at an open regular Council meeting. Council shall then determine an appropriate sanction which shall be delivered by way of a resolution in open Council.
- b. Although the Integrity Commissioner's report must be made public, pursuant to the *Municipal Act, 2001*, some parts of the investigations may be confidential, and thus confidential information will not be made public.
- c. Council may impose either of the following penalties on a Member if the Integrity Commissioner reports to the municipality that, in his or her opinion, the Member has contravened this Council Code of Conduct and/or a Town policy:
 - i. A reprimand
 - ii. Suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or local board, as the case may be for a period of up to 90 days.
- d. Council may also take the following additional actions:
 - i. Remove **or not appoint** the Member from an Advisory Committee or Board.
 - ii. Remove **or not appoint the Member as** Chair of a Committee or Board.
 - iii. Repay or reimburse the compensation received.
 - iv. Return property or reimburse for the value of it.
 - v. Request for a **written, verbal** or public apology to Council, the complainant, or both.

- vi. Require the Member to comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.
 - vii. Any other fair and reasonable sanction given the circumstances.
- e. All sanctions under this By-law will be fair and in keeping with the severity of the infraction, giving due regard to the Member's previous conduct.

12.4 - Investigation / Complaint Procedure

Part A - Informal Complaint Procedure

Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:

- (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to settle or resolve the issue;
 - (g) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (h) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other Applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are strongly encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe violates the Code of Conduct.
 3. The Integrity Commissioner may participate in any informal process. The parties involved are encouraged to take advantage of the Integrity Commissioner's potential role as a mediator/conciliator on issues relating to a complaint.
 4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out below.

Part B - Formal Complaint Procedure

A request for an investigation of a complaint that a member has contravened this Code of Conduct or policy shall be in writing.

- a. All complaints must be signed by an identifiable individual.
- b. A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened this Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.
- c. The request shall be filed with the Town Clerk who shall forward the matter to the Integrity Commissioner for initial classification. The Integrity Commissioner shall determine if the matter is, on its face, a complaint with respect to non-compliance with this Code of Conduct and/or not covered by other legislation or policy.
- d. If the complaint is determined not to be a complaint with respect to non-compliance with this Code of Conduct or other policies, the complainant shall be advised that the matter is not within the jurisdiction of the Integrity Commissioner to process with any additional reasons and referrals, as the Integrity Commissioner considers appropriate.
- e. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious, or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or where that becomes apparent in the course of an investigation, terminate the investigation.
- f. The Integrity Commissioner shall not issue a report finding a violation of this Code of Conduct on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended sanction and an opportunity either in person or in writing to comment on the proposed finding and any recommended sanction, provided that comment period after having been notified does not exceed 30 calendar days.
- g. The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the making of the complaint.
- h. Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Council outlining the findings, or recommended corrective action in open Council.
- i. Where the complaint is dismissed, the Integrity Commissioner shall not report to Council, except as part of an annual or other periodic report.
- j. A complaint will be processed in compliance with the confidentiality requirements of Section 223.5(1) of the *Municipal Act, 2001*, as amended.
- k. If the Integrity Commissioner reports to Council his or her opinion about whether a Member has contravened this Code of Conduct, the Integrity Commissioner may disclose in the report such matters as, in the Integrity Commissioner's opinion, are necessary for the purposes of the report.

12.5 - Integrity Commissioner Reporting to the Municipality

- a. Where the complaint is sustained in whole or part, the Integrity Commissioner shall report to Council outlining the findings, the terms of any settlement and/or his or her recommendation as to any penalties.
- b. The Integrity Commissioner shall file a copy of the final report on an investigation with the Town Clerk, who will then provide a copy of the report to the complainant and the Member whose conduct it has addressed. The Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.
- c. The Town Clerk shall submit the Integrity Commissioner's report to Council within the next two regular meetings and the Integrity Commissioner shall appear to present his or her report to Council.
- d. The Integrity Commissioner shall report annually to Council on the number of complaints filed by way of a memo to Council, in November of each calendar year. The Integrity Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned.
- e. ~~The town Clerk shall ensure confidentiality is maintained during and after the Integrity Commissioner's investigation. The foregoing shall not supersede Section 3, Schedule A of the Delegation of Authority By-law~~

Section 13 - Review

Council shall review this Code in the second year following an election.

Acknowledgement of Understanding and Compliance

The undersigned Member of Council, a Committee, and/or Board of the Town of Arnprior hereby acknowledges receipt of a copy of the Council Code of Conduct By-law No. 7108-20 and agrees to abide by its contents. The Member also acknowledges this form will be kept on file with the Town of Arnprior, and a copy of this signed form was retained by the Member themselves.

Printed Name

Signature of Member

Date



Town of Arnprior Staff Report

Subject: Recreation User Fees and Charges - Ringette Rate

Report Number: 23-06-26-02

Report Author and Position Title: Graeme Ivory, Director of Recreation

Department: Recreation

Meeting Date: June 26, 2023

Recommendations:

That Council offer the Arnprior McNab Ringette Association (AMRA) an option for a specific Ringette Rate, due to their unique participant make-up, set at \$175.00 for 2023: and

That should AMRA wish to proceed with the specific Ringette Rate that a by-law be brought forward to implement the new proposed fee under Schedule K – Recreation Facility Use & Programs of the User Fees and Charges By-Law.

Background:

Under the Joint Use Agreement with the Township of McNab/Braeside, all McNab/Braeside residents enjoyed the same rights, benefits, privileges and access to the Nick Smith Centre as Town of Arnprior residents. Without an agreement in place, effective July 1, 2023, all McNab/Braeside users will be classified as Non-Resident users and would now be subject to all Non-Resident user fees. The additional challenge that having McNab/Braeside residents be classified as Non-Resident users is that it left a number of established community user groups as no-longer being able to meet the Resident participant threshold to qualify for receiving the In-Town Resident rates for facility rentals.

Recognizing that the financial impact from moving from a “Resident” facility rental rate to a “Non-Resident” facility rental rate for most user groups would be unaffordable, at the April 24, 2023, Regular Meeting of Council, staff delivered a staff report introducing a process and fee structure for how to address user groups that would no longer meet the 75% threshold for Resident participants.

The Statement of Procedure (SOP) created a new grouping, called the Hybrid User Groups. Hybrid User Groups are the established user groups whose registrants or users are made up of a combination of resident and non-resident participants with the level of Arnprior resident participants being between 25-74% of participants.

| Non-Resident | Hybrid | | | Resident |
|----------------------------|----------------------------------|-------------------------------|---------------------------|----------------------------|
| -25% resident participants | 25% to 74% resident participants | | | +75% resident participants |
| | Major +200 rental hrs | Recreation +100 rental hrs | Limited +20 rental hrs | |

The Hybrid User Groups were divided into three categories based on the facility usage hours that guided the non-resident surcharge that would apply to each non-resident of that particular group. The report provided the below example of some of the user groups and the category that they would be placed:

| User Group Examples | Hybrid | | |
|-------------------------------------|--------------------------|-------------------------------|---------------------------|
| | Major +200 rental hrs | Recreation +100 rental hrs | Limited +20 rental hrs |
| Non-Resident Surcharge | \$200.00/pp | \$150.00/pp | \$100.00/pp |
| Arnprior Minor Hockey Association | X | | |
| Arnprior McNab Ringette Association | X | | |
| Arnprior Bluefish Swim Club | X | | |
| Arnprior Figure Skating Club | | X | |
| Men's/Women's Hockey Teams | | | X |
| Senior's Hockey Teams | | | X |

The following table is a breakdown of the four primary minor user groups of the Nick Smith Centre outlining their hours and residency information.

| User Group | 2022-2023 Rental Hours (Regular Hours + Tournament Hours) | Percentage of Arnprior Residents | Percentage of McNab/Braeside Residents | Percentage of Other Non- Residents |
|-------------------------------------|---|--|--|---|
| Arnprior Minor Hockey Association | 790.5 hours (612.5 + 178) | 52.5% | 41.6% | 5.9% |
| Arnprior McNab Ringette Association | 360 hours (297 + 63) | 27.6% | 38.8% | 34.6% |
| Arnprior Bluefish Swim Club | 243 hours (Pool Hours) | 53.1% | 37.5% | 9.4% |
| Arnprior Figure Skating Club | 117 hours | 70% | 30% | 0% |

Discussion:

At the June 12, 2023, Regular Meeting of Council, the Arnprior McNab Ringette Association (AMRA) brought a delegation to Council outlining their concerns for the Hybrid User Group non-resident surcharge and its impact on their membership. Unlike minor hockey, whose catchment area is essentially the borders of Arnprior and McNab/Braeside, ringette's region extends into the City of Ottawa (West-Carleton) and Mississippi Mills (Almonte and Pakenham). While AMRA understands that McNab/Braeside will provide cost-recovery for their residents in 2023, there is not such an opportunity for their players (34.6%) that reside in the municipalities outside of Arnprior and McNab/Braeside.

The concerns that the Arnprior McNab Ringette Association brought forth are an example of the challenges that non-resident users and non-resident members of user groups will face when shouldering a pay-per-use model that results in a higher and direct impact solely on the users without an equal-share joint-use recreation agreement spread across the full population.

At present, with the current user fee model in place, AMRA has two fee options that they could use for ice rentals. (a) Opting in as a Hybrid User Group or (b) operate as a Non-Resident Group. The following is a comparison of fee-structure options looking at Hybrid User Rate versus Non-Resident Rate based on the AMRA participation number and ice usage in 2022-2023.

(a) AMRA Costing with Hybrid User Rate

| Fee Description | Value |
|---|--------------|
| Ice Cost – 297 hours @ \$134.00/hour | \$39,798.00 |
| Non-Resident Surcharge – 97 Players @ \$200.00 | \$19,400.00* |
| Total Cost | \$59,198.00 |
| *McNab/Braeside Coverage of Non-Resident Surcharge – 52 Players @ \$200 | \$10,400.00 |
| Total Cost after M/B Reimbursement | \$48,798.00 |

- *Note: This is subject to McNab/Braeside covering the non-resident surcharge for 52 of the non-resident players at a cost of \$10,400.

(b) AMRA Costing with Non-Resident Rate

| Fee Description | Value |
|--------------------------------------|-------------|
| Ice Cost – 297 hours @ \$201.00/hour | \$59,295.00 |

The AMRA delegation made two proposals to Council for consideration that staff have outlined below providing some remarks for Council's consideration:

Proposal 1: Charge Braeside residents additional \$250 only. AMRA would seek reimbursement for these funds and pay them in one lump sum to the Town of Arnprior.

- This proposal would not follow the current Statement of Procedure for Hybrid User Groups.
- This proposal contradicts the application of non-resident fees in all other areas. This approach would have only McNab-Braeside residents face non-resident fees.
- Non-residents from other user groups that currently pay the non-resident surcharge, or the non-resident rate would likely challenge this amendment to the SOP and User Fees and Charges By-Law.
- As such, staff would not recommend this proposal.

Proposal 2: Determine a custom fee per player for non-residents. AMRA is open to further discussion with the Town to determine a nominal fee.

- The proposal highlighted the custom fee that the Arnprior Packers pay. The Packers rate was passed at the May 14, 2018 Regular Meeting of Council when their ownership requested a harmonized rate as they previously paid three different rates: the minor rate for practice ice time; adult rate for regular season games; and the non-resident adult rate for playoff games. The Packers Rate is currently set at \$175.00 per hour in the User Fees and Charges By-Law.
- This approach would function outside of the SOP for Hybrid User Groups.
- This proposal does have merit as the composition of resident and non-resident players of AMRA is similar to the typical roster of the Packers and significantly higher percentage of non-res, non-McNab residents than the other hybrid user groups at 34.6%.
- Staff would recommend the 'Ringette Rate' as an option for consideration at the same rate as the Packers \$175.00 per hour. AMRA would then pay an extra \$41.00 per hour of ice from the Hybrid User Group model.
- This approach could potentially have Arnprior residents paying higher fees versus the Hybrid User Group model.
- This rate would carry a caveat that once/should the percentage of other non-residents (those outside of McNab/Braeside) fall below 20%, then AMRA would return to either the Hybrid User Group model or if they choose to, operate as a non-resident group.

The following is a comparison of fee-structure options looking at Hybrid User Rate, Non-

Resident Rate and the proposed Ringette Rate. These comparisons are based on the AMRA participation number and ice usage in 2022-2023.

Based on the AMRA participation number and ice usage in 2022-2023, the following table highlights the club's cost at the proposed Ringette Rate.

| Fee Description | Value |
|--------------------------------------|-------------|
| Ice Cost – 297 hours @ \$175.00/hour | \$51,975.00 |

For greater context, the table below provides a direct comparison of fee-structure options looking at Hybrid User Rate, Non-Resident Rate and the proposed Ringette Rate. The Hybrid User Rate also ensures that Arnprior residents do not pay additional fees. Under a specific Ringette Rate, the impact on revenues for the Town of Arnprior would be approximately \$7,223.

AMRA Costing with proposed Ringette Rate

| Rate Type | TOA Revenues | AMRA Fees |
|-------------------|--------------|--------------|
| Hybrid User Rate | \$59,198.00 | \$48,798.00* |
| Non-Resident Rate | \$59,295.00 | \$59,295.00 |
| Ringette Rate | \$51,975.00 | \$51,975.00 |

*Note: The Hybrid User Rate takes into account the non-resident fee coverage for residents of McNab/Braeside by their municipality.

Options:

Council could choose to not offer a specific Ringette Rate and continue with the AMRA under the Hybrid User Group model;

Council could choose to offer AMRA a different hourly rate than \$175.00 / hour;

Council could consider other alternative options to meet the support requested by the Arnprior McNab Ringette Association.

Policy Considerations:

By-Law 7358-23 – User Fees and Charges

Statement of Procedure – Rec-2023-01: Registration Requirements - Hybrid User Groups

Financial Considerations:

In the absence of a Joint Use Agreement with the Township of McNab/Braeside to contribute to the operating costs of the Nick Smith Centre, the Town of Arnprior was left with the difficult task of trying to recoup these costs through fees charged directly to

users of the facility. Since the Joint Use Agreement was population based, McNab/Braeside's portion of the Nick Smith Centre operating costs were spread over all McNab/Braeside residents. Having to move to a user pay model puts considerable strain on all users of the facility as their fees will have to try and make up what was once spread over a much larger population base.

As outlined above, a specific Ringette Rate would generate \$7,223 less in revenues for the Town of Arnprior as compared to the Hybrid User Model and by opting out of the Hybrid User Model, AMRA will most likely spread the additional rental charges over all registrants (including Arnprior residents).

For greater understanding, the following table outlines the various registration fees of the four primary minor groups that use the Nick Smith Centre. These were the fees charged for the 2022-2023; fees for the 2023-2024 have not yet been confirmed.

| User Group | Rate Description | Amount |
|-------------------------------------|---------------------|------------|
| Arnprior Minor Hockey Association | Under 7 | \$415.00 |
| | Under 9 | \$575.00 |
| | Under 11 – Under 18 | \$600.00 |
| Arnprior McNab Ringette Association | Fun 1 (Under 7) | \$225.00 |
| | Fun 2 (Under 9) | \$375.00 |
| | Under 11 – Under 19 | \$475.00 |
| Arnprior Blue Fish Swim Club | Fundamentals | \$700.00 |
| | Junior Competitive | \$1,100.00 |
| | Senior Competitive | \$1,700.00 |
| Arnprior Figure Skating Club | PreCanSkate | \$200.00 |
| | CanSkate | \$250.00 |
| | Advanced CanSkate | \$300.00 |
| | Adult Lessons | \$150.00 |

Meeting Dates:

March 27, 2023 – Regular Meeting of Council

April 24, 2023 – Regular Meeting of Council

June 12, 2023 – Regular Meeting of Council

Consultation:

N/A

Documents:

N/A

Signatures

Reviewed by Department Head: Graeme Ivory

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: Official Plan Amendment 6 & Zoning By-law Amendment 1/23

Report Number: 23-06-26-03

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

Department: Community Services Branch

Meeting Date: June 26, 2023

Recommendations:

That Council receives an application for an amendment to Official Plan of the Town of Arnprior and an application for an amendment to Zoning By-law 6875-18, for two vacant properties along Winners Circle. The applications request to redesignate and rezone the subject properties to permit a retirement home as a permitted residential use in the Mixed Use Commercial/Employment Designation and Mixed Use Commercial/Employment (MU-CE) zone.

That pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on Monday, August 28, 2023, regarding the proposed amendments, to allow for public review and comment.

Background:

Owner: CP REIT Ontario Properties

Description of Subject Lands: Vacant lands along Winners Circle

Legal Description: MCNAB CON A PT LOT 3 RP;49R9552 PT PARTS 4 AND 7, and MCNAB CON A PT LOT 3 RP;49R9552 PT PART 2 (Document 1 is a Key Plan)

Area of Land: Approximately 2.3 ha and 1.4 ha for a total of 3.7 ha (9.14 acres)

Existing Structures: Vacant lands

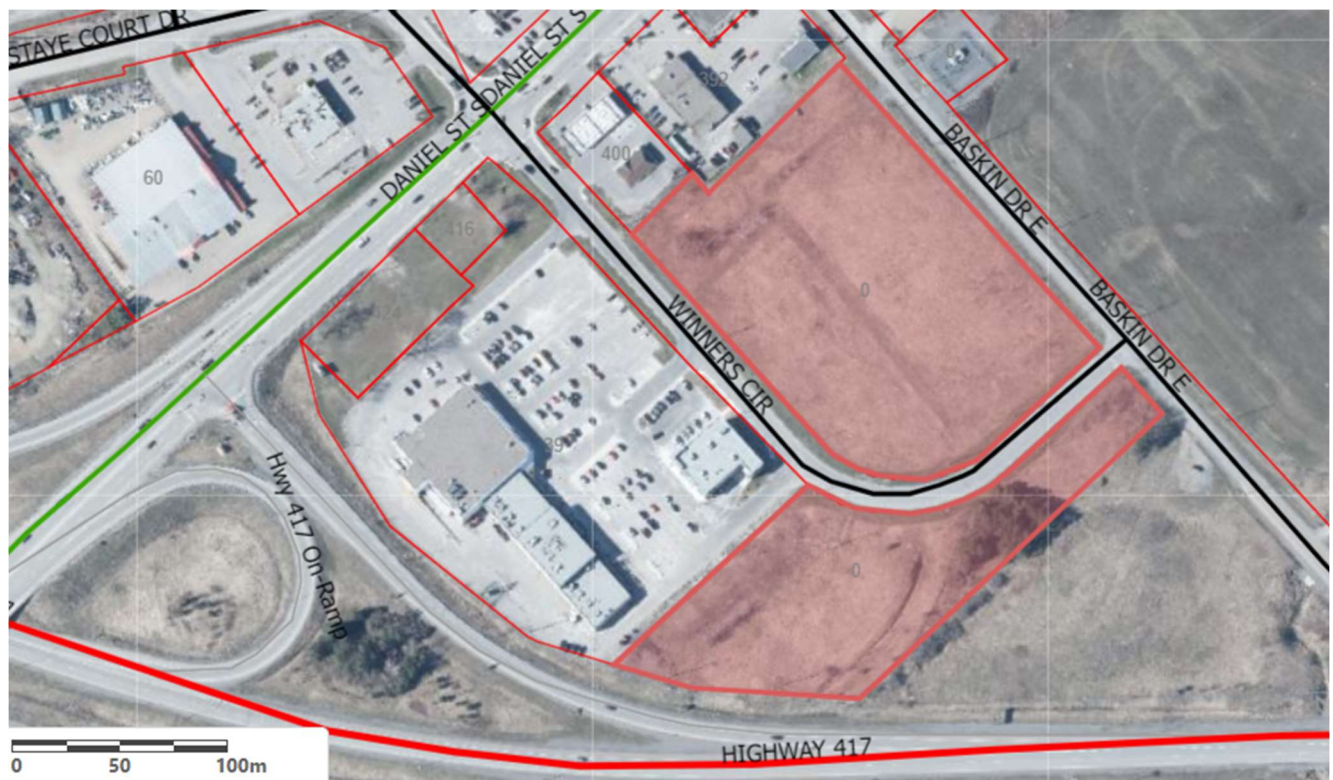
Official Plan: Mixed Use Commercial/Employment Area

Zoning: Mixed Use Commercial/Employment (MU-CE)

The first subject property is bounded by Winners Circle to the southwest and southeast and by Baskin Drive to the northeast, across Baskin Drive there is a vacant parcel of land zoned for future residential development. To the northwest are existing non-residential uses including two automotive garages, a car rental establishment, and a pharmacy.

The second subject property is bounded by Highway 417 to the southwest and southeast and by Baskin Drive to the northeast and Winners Circle to the north. To the northwest are existing non-residential uses in the Winners Circle Plaza, including a standalone LCBO, restaurants, a veterinary clinic and a grocery store.

KEY PLAN:



Summary of Proposal

The applicants are seeking the amendment to the Official Plan to add a special policy to the Mixed-Use Commercial Employment designation for the subject properties to allow a retirement home as a permitted residential use.

The applicants are seeking the amendment to the Zoning by-law to create a special exception in the Mixed-Use Commercial/Employment (MU-CE) zone to permit a retirement home in the form of townhouse dwellings and apartment dwellings in the Mixed-Use Commercial/Employment (MU-CE).

The requested amendments would be to permit the development of 82 townhouse dwelling units and a four-storey apartment building with 74 apartment dwelling units on the 3.7 hectares of Commercial/Employment lands with no non-residential use component. A site plan was submitted in support of the application (document 2).

In support of the application, the applicant submitted the following reports and plans, copies of which are available for review at the Planning Office:

- Planning Justification Report, Official Plan Amendment and Zoning By-law Amendment, prepared by Fotenn, dated April 28, 2023
- Functional Servicing Report, Proposed Senior Living Development, 39 Winners Circle Drive, Town of Arnprior, prepared by The Odan/Detech Group Inc., dated October 20, 2022, revision dated May 9, 2023.
- Conceptual North Site Servicing Plan, prepared by The Odan/Detech Group Inc., dated December 2021, revision 5, dated May 9, 2023.
- Conceptual South Site Servicing Plan, prepared by The Odan/Detech Group Inc., dated December 2021, revision 5, dated May 9, 2023.
- Conceptual South Site Grading Plan, prepared by The Odan/Detech Group Inc., dated December 2021, revision 5, dated May 9, 2023.
- Conceptual North Site Grading Plan, prepared by The Odan/Detech Group Inc., dated December 2021, revision 5, dated May 9, 2023.
- Environmental Impact Study 39 Winners Circle Drive, Town of Arnprior, Ontario, Prepared by Pinchin, File No. 300798, dated May 9, 2023.
- Stage 1 Archeological Assessment 39 Winners Circle Road, Prepared by Golder Associates Ltd., dated December 20, 2021.
- Stage 2 Archeological Assessment 39 Winners Circle Road, Prepared by Golder Associates Ltd., dated October 19, 2022.
- Conceptual Site Plan, Project No. 1928, dated April 27, 2023
- Noise Impact Study, Project No.: 21446.00, Prepared by Aerocoustics, dated May 8, 2023.
- Comprehensive Review Winners Circle Drive, Prepared by Tate Economics Research Inc., dated April 24, 2023.
- Geotechnical Investigation, Report No. PG5866-1, prepared by Paterson Group, Revision 1, dated May 8, 2023.
- Review of Watson Economists Arnprior GMS Report, prepared by Tate Economics Research Inc., dated April 24, 2023.
- Traffic Brief, NexTrans Consulting Engineers, dated May 4, 2023.

Should the official plan amendment and zoning by-law amendment be approved by Council, the property owner will be required to enter into a site plan agreement with the municipality prior to the issuance of a building permit. Site plan review will include detailed review of the plans and studies as well as technical review of the civil plans, and servicing and stormwater management report.

Discussion:

Staff have not completed a policy review of the proposed applications against the Provincial Policy Statement, 2020 (PPS), Official Plan Policies and Zoning By-law at this time.

The application includes a review of the Arnprior Growth Management Strategy prepared by Watson & Associates Economists Ltd. which was prepared on behalf of Arnprior. The findings of the review differ from the findings of the Growth Management Strategy. Staff have planned for the Growth Management Strategy review and the other documents submitted to be peer-reviewed and given consideration before a discussion of the conformity of the proposed amendments to applicable policies is presented to Council. Staff anticipate the discussion of the application in relation to applicable policies to be included as part of a report to Council at the public meeting August 28, 2023.

The recommendation to hold a statutory public meeting August 28, 2023 is being made at this time to ensure all applicable timeline provisions are met for processing an Official Plan amendment and zoning by-law amendment as set out in the Planning Act and associated regulations.

Process

Notice of complete application and public meeting will be circulated to hold a public meeting on August 28, 2023, in accordance with the Planning Act regulations. A minimum of twenty days' notice of the public meeting will be provided by mailing a notice to all landowners within 120 meters of the subject property and placing signage on the property. A courtesy notice will also be posted in the local newspaper and provided on the Town's website. After the public meeting, a staff report will be brought forward to Council and will include options for consideration including passage of the amending by-laws, proposed changes to the amending by-laws, or refusal of the amending by-laws.

Should Council pass the amending by-law or refuse to pass the by-law, a 20-day appeal period to the Local Planning Appeal Tribunal will apply.

Options:

1. Proceed to the public meeting to allow the public to review the proposed Official Plan and zoning by-law amendments. The applications should proceed to the public meeting stage, required by the Planning Act. After the public meeting and prior to the passage of the necessary by-laws to amend the Official Plan and zoning by-law, Council will need to consider input from the public. If Council passes amending by-laws, it will be subject to a 20-day appeal period. This is the option recommended by staff.

2. As per section 22(6.6) of the Planning Act, Council may refuse to accept an application for Official Plan amendment, and if Council refuses to accept an application for Official Plan Amendment no public meeting is required (Section 22(3)). Staff do not recommend this option as, if the application is refused, the applicant has the right to appeal the decision and an appeal prior to full consideration of all documents submitted would make preparing a case for the Ontario Land Tribunal challenging.

Policy Considerations:

To be reviewed as part of the anticipated August 28, 2023 report to Council.

Financial Considerations:

Not applicable.

Meeting Dates:

1. Public meeting – August 23, 2023
2. Council meeting – anticipated September 11th or 25th, 2023, for a decision (exact meeting timing will depend on the public and Council comments received)

Consultation:

- The completeness of the application was discussed with
 - Bruce Howarth, Manager of Planning Services, County of Renfrew
 - John Steckly, Manager of Operations, Town of Arnprior
 - Robin Paquette, CAO, Town of Arnprior
- The applications will be circulated to all prescribed persons and public bodies, as well as internal departments following approval of Council to go to public meeting.

Documents:

1. Key Plan
2. Site Plan

Signatures

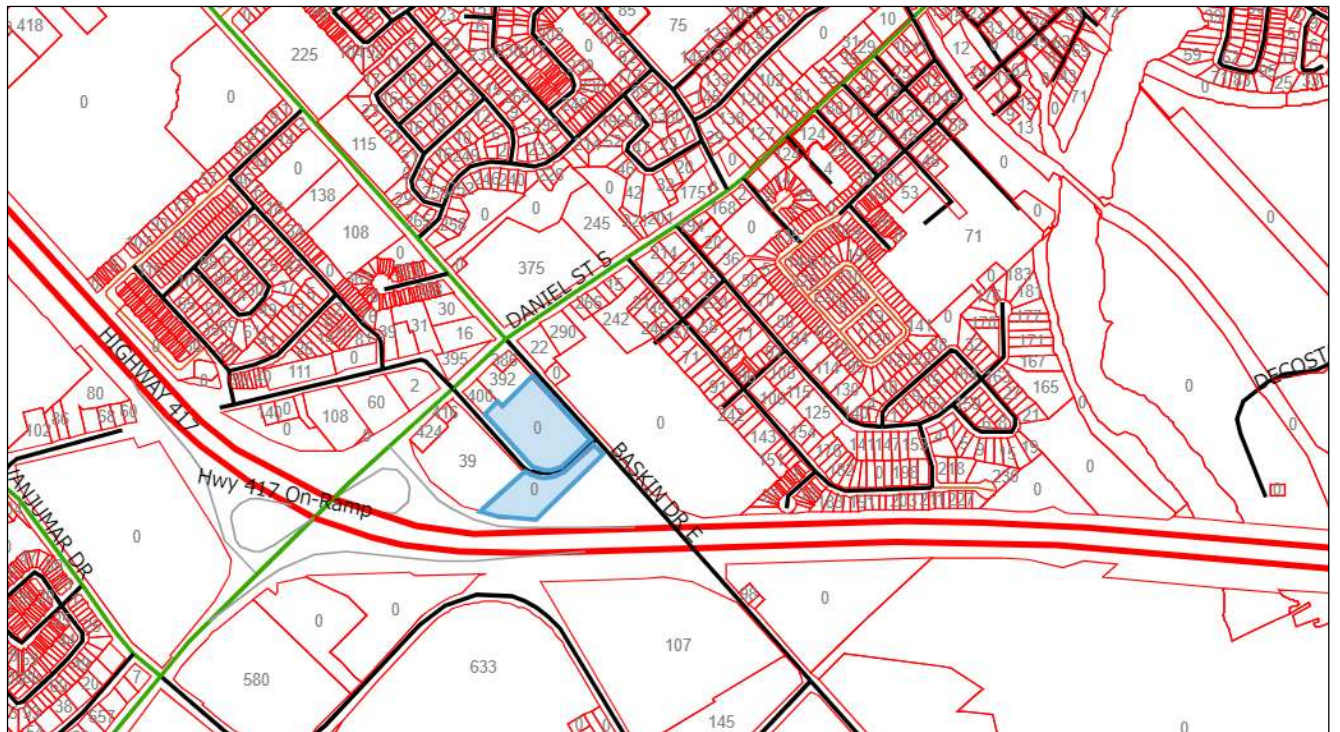
Reviewed by Department Head: Alix Jolicoeur

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

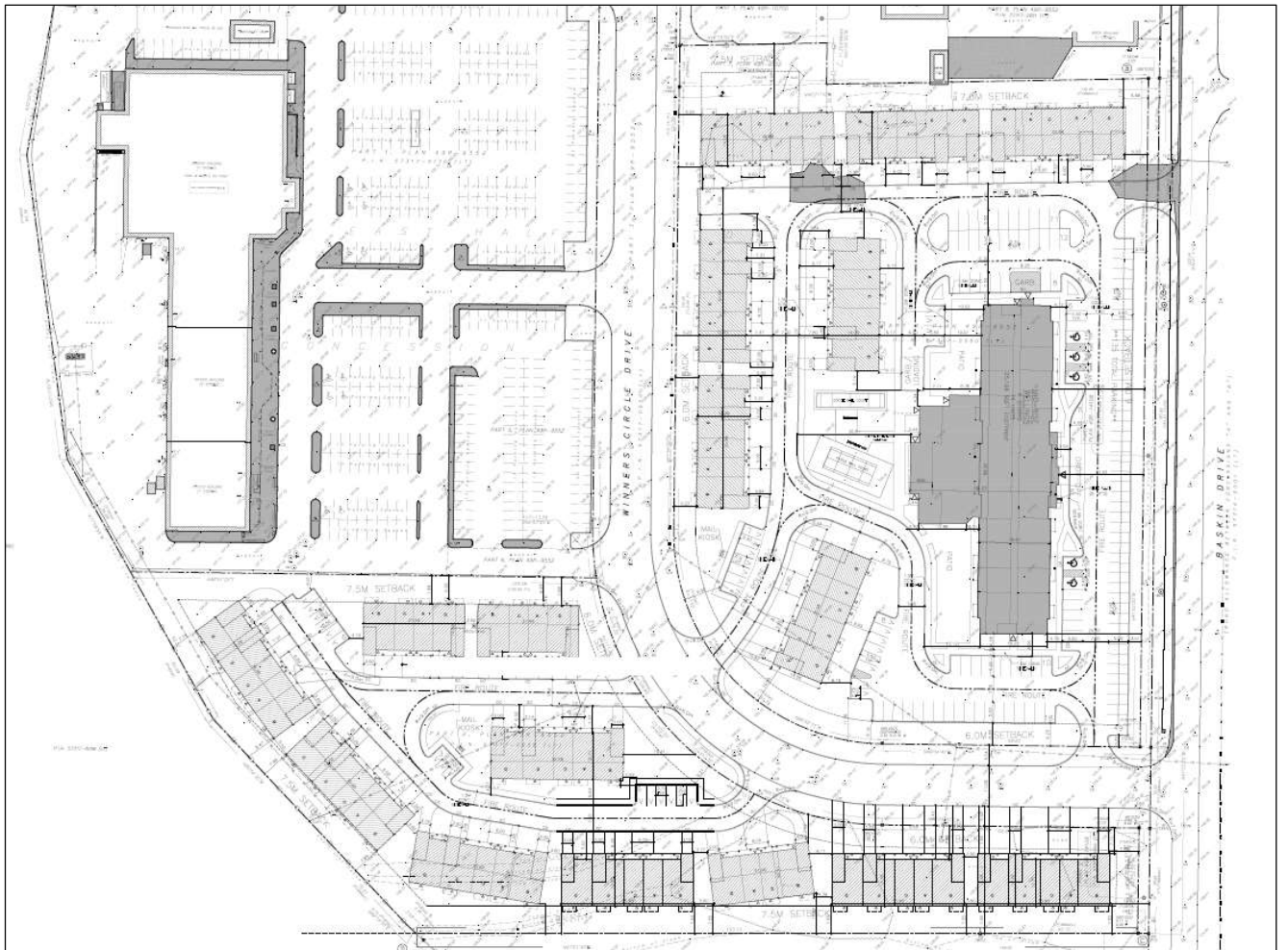
CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

Document 1 – Key Plan



Document 2 – Site Plan





Town of Arnprior Staff Report

Subject: Baskin Drive Subdivision Agreement (47-T-19004)

Report Number: 23-06-26-04

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

Department: Community Services

Meeting Date: June 26, 2023

Recommendations:

That Council adopt a by-law to authorize the Mayor and Clerk to enter into a Subdivision Agreement for the Baskin Drive Subdivision (47-T-19004) with the final form and content of the Agreements being to the satisfaction of the CAO, in consultation with the Town Solicitor.

Background:

The proposed subdivision agreement between the Town and the owner, 2829246 Ontario Inc., ensures that the works associated with the subdivision are completed to a minimum standard within a specified time frame, and that sufficient securities are posted to allow the Town to complete any works outstanding, should the owner default on the agreement.

Discussion:

Draft conditions of final approval were issued by the County of Renfrew on January 6, 2021, Town staff and engineering consultants have reviewed the submissions in respect of this development. The following plans and reports have been approved:

Plans:

1. Composite Utility Plan, Job No. 19016, drawing No. CUP-1 of 1, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 13, dated April 12, 2023.
2. Site Servicing Plan, Job No. 19016, drawing No. C-1 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.

3. Existing Conditions Decommissioning's and Removals, Job No. 19016, drawing No. C-2 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
4. Grading Plan, Job No. 19016, drawing No. C-3 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
5. Erosion & Sediment Control Plan, Job No. 19016, drawing No. C-4 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
6. Notes & Schedules, Job No. 19016, drawing No. C-5 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
7. Details 1, Job No. 19016, drawing No. C-6 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
8. Details 2, Job No. 19016, drawing No. C-7 of 12, prepared by D. B. Gray Engineering Inc., dated February 18, 2022, revision 3, dated August 31, 2022.
9. Drainage Plan, Job No. 19016, drawing No. C-8 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
10. Plan and Profile STA B+219.4 to B+278.2, STA A+314.5 to 351.9, Job No. 19016, drawing No. C-9 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
11. Plan and Profile STA B+054 to B+219.4, Job No. 19016, drawing No. C-10 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
12. Plan and Profile STA B+54.0 to B+000.0 STA A+129.9 to A+000.0, Job No. 19016, drawing No. C-11 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
13. Fire Route, Job No. 19016, drawing No. C-11 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 1, dated August 31, 2022.
14. Landscape Plan, Project No. 1166, drawing No. L1.01, prepared by Levstek Consultants, dated August 2019, revision 3, dated April 20, 2022.
15. Streetlight Layout Plan, drawing No. 121315-SL1, prepared by Novatech Engineers, Planners & Landscape Architects, dated April 12, 2023, revision 3, dated May 29, 2023.
16. Streetlight Calculation Plan, drawing No. 121315-SL2, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 29, 2023.
17. Stormwater Storage Chamber Section View, prepared by D.B. Gray Engineering Inc., Undated.
18. Soleno Hydrostor HS180 System, Prepared by Soleno, dated November 22, 2017.
19. Hydrostor, The System for Experts, Prepared by Soleno, undated.

Reports/Studies:

1. Servicing & Stormwater Management Report, Baskin Drive West Residential Development, Arnprior, Ontario, Report No. 19016, Prepared by D. B. Gray Engineering Inc., dated September 29, 2021, revision dated August 31, 2022.
2. Streetlight Voltage Drop Calculations, Project No. 121315, Prepared by Novatech Engineers, Planners & Landscape Architects, dated May 25, 2023, revision dated May 29, 2023.
3. Architectural Design Guidelines, SJL Ref. No. SL_1014_20 Corb Stewart Apartments, Prepared by S. J. Lawrence Architect Incorporated, dated March 29, 2022.
4. HydroStor Inspection and Maintenance Guide, Prepared by Prinsco, dated September 2019.
5. HydroStor Installation Guide, Prepared by Soleno, dated February 2018.
6. Phase 1 Environmental Site Assessment – 115-117 Baskin Drive West, Arnprior, Ontario, Cambium reference No. 14071-001, Prepared by Cambium, dated November 25, 2021.
7. Geotechnical Investigation Proposed Residential Development 115-117 Baskin Drive West, Arnprior, Ontario, Report Ref. No.: PG5831-1, Prepared by Paterson Group Inc., dated August 13, 2021.
8. Sun/Shadow Analysis, Project No. SL – 936 -18, Prepared by S. J. Lawrence Architect Inc., dated August 9, 2019.
9. Traffic Impact Study, Baskin Subdivision 115-117 Baskin Drive West, Arnprior, Ontario, Prepared by D. J. Halpenny & Associates Ltd., dated November 22, 2019.
10. Planning Rationale in Support of Applications for Subdivision and Zoning By-law Amendment Baskin Subdivision, Prepared by Holzman Consultants Inc., dated November 1, 2019.

The developer has cleared almost all of the conditions and is working to clear the final draft plan conditions.

Condition #3.d) requires the following:

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

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

Entering into this Subdivision Agreement will fulfill the requirements of Draft Condition #3.d).

The Draft Agreement has been provided to the Owner for their consideration.

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

Options:

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

Policy Considerations:

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

Financial Considerations:

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

Meeting Dates:

N/A

Consultation:

- Robin Paquette, CAO
- John Steckly, General Manager, Operations
- Anne McVean, County Planner

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

Documents:

1. M-Plan to be registered

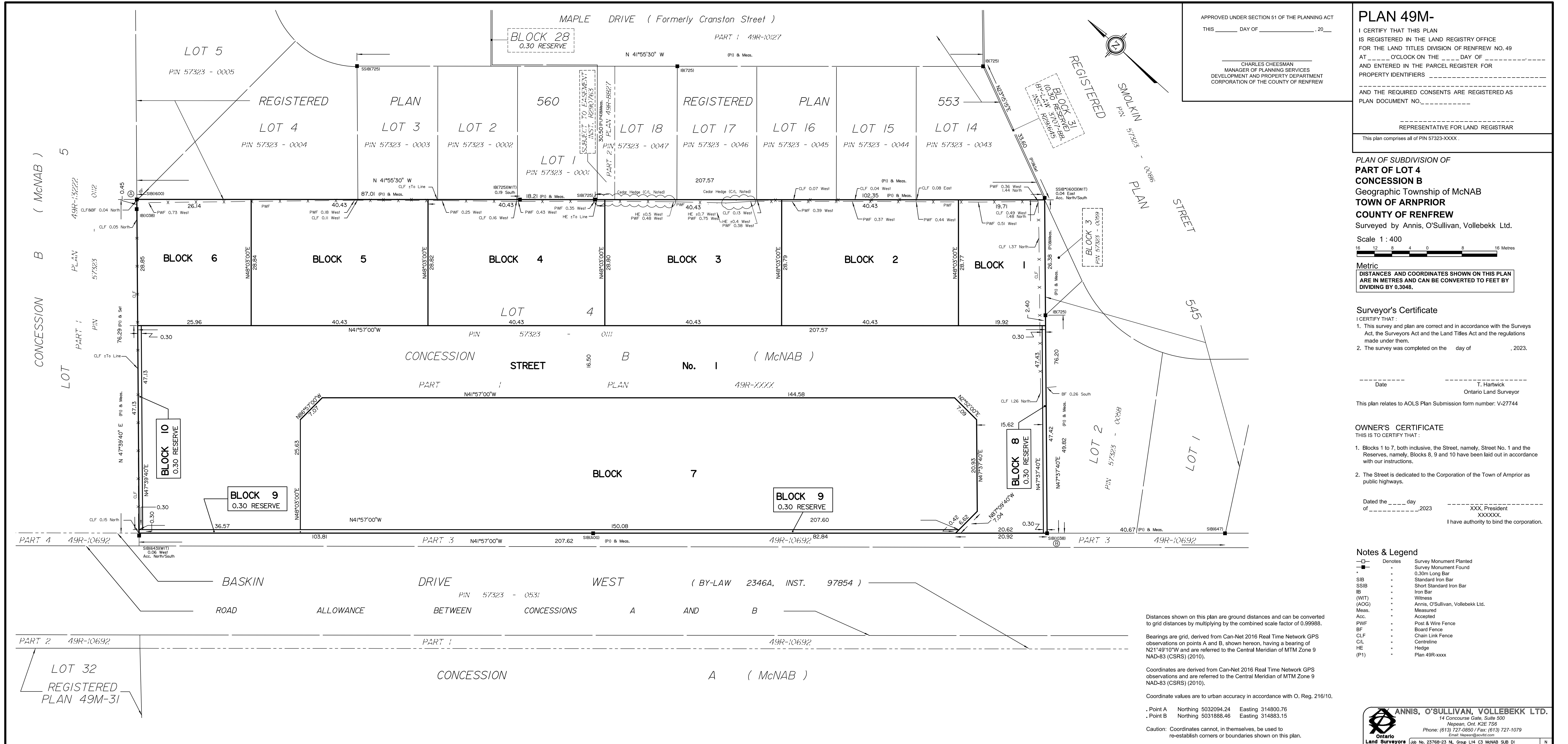
Signatures

Reviewed by Department Head: Alix Jolicoeur

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



PLAN 49M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF RENFREW NO. 49 AT _____ O'CLOCK ON THE _____ DAY OF _____ AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIERS _____

AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT NO. _____

REPRESENTATIVE FOR LAND REGISTRAR

This plan comprises all of PIN 57323-XXXX.

**PLAN OF SUBDIVISION OF
PART OF LOT 4
CONCESSION B**
Geographic Township of McNAB
**TOWN OF ARNPRIOR
COUNTY OF RENFREW**
Surveyed by Annis, O'Sullivan, Vollebakk Ltd.

Scale 1 : 400

Metric
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

Surveyor's Certificate
I CERTIFY THAT :
1. This survey and plan are correct and in accordance with the Surveys Act, the Surveyors Act and the Land Titles Act and the regulations made under them.
2. The survey was completed on the _____ day of _____, 2023.

Date
T. Hartwick
Ontario Land Surveyor

This plan relates to AOLS Plan Submission form number: V-27744

OWNER'S CERTIFICATE
THIS IS TO CERTIFY THAT :
1. Blocks 1 to 7, both inclusive, the Street, namely, Street No. 1 and the Reserves, namely, Blocks 8, 9 and 10 have been laid out in accordance with our instructions.
2. The Street is dedicated to the Corporation of the Town of Arnprior as public highways.

Dated the _____ day of _____, 2023
XXX, President
XXXXXX.
I have authority to bind the corporation.

Notes & Legend

| | | |
|-------|---------|-----------------------------------|
| □ | Denotes | Survey Monument Planted |
| • | | Survey Monument Found |
| — | | 0.30m Long Bar |
| SIB | | Standard Iron Bar |
| SSIB | | Short Standard Iron Bar |
| IB | | Iron Bar |
| (WIT) | | Witness |
| (AOG) | | Annis, O'Sullivan, Vollebakk Ltd. |
| Meas. | | Measured |
| Acc. | | Accepted |
| PWF | | Post & Wire Fence |
| BF | | Board Fence |
| CLF | | Chain Link Fence |
| CL | | Ceinture |
| HE | | Hedge |
| (P1) | | Plan 49R-xxxx |

Distances shown on this plan are ground distances and can be converted to grid distances by multiplying by the combined scale factor of 0.99988.

Bearings are grid, derived from Can-Net 2016 Real Time Network GPS observations on points A and B, shown hereon, having a bearing of N21°49'10"W and are referred to the Central Meridian of MTM Zone 9 NAD-83 (CSRS) (2010).

Coordinates are derived from Can-Net 2016 Real Time Network GPS observations and are referred to the Central Meridian of MTM Zone 9 NAD-83 (CSRS) (2010).

Coordinate values are to urban accuracy in accordance with O. Reg. 216/10.

. Point A Northing 5032094.24 Easting 314800.76
. Point B Northing 5031888.46 Easting 314883.15

Caution: Coordinates cannot, in themselves, be used to re-establish corners or boundaries shown on this plan.

ANNIS, O'SULLIVAN, VOLLEBEKK LTD.
14 Concourse Gate, Suite 500
Nepean, Ont. K2E 7S6
Phone: (613) 727-0850 / Fax: (613) 727-1079
Email: Nepean@aosvltd.com

Ontario
Land Surveyors Job No. 23768-23 NL Group L14 C3 McNAB SLB D1 N



Town of Arnprior Staff Report

Subject: Awarding of Design Proposal 23-1025A Design of Edey Street and MacDonald Street Reconstruction

Report Number: 23-06-26-05

Report Author and Position Title: Ryan Wall, Engineering Officer

Department: Operations

Meeting Date: June 26, 2023

Recommendations:

That Council award the MacDonald Street and Edey Street Reconstruction Design and Engineering assignment to Jp2g Consultants Inc, at a cost of \$163,519.48 including HST and;

That upon the CAO's approval of the final form of the documents, Council authorize the CAO to enter into a contract agreement with Jp2g Consultants Inc.

Background:

The 2023 Capital Budget, as approved by Council on February 13, 2023, included a capital project for the design and engineering of the reconstruction of MacDonald St (McGonigal to Edey) and Edey St (Macdonald to Allan Dr) with a budget of \$150,000.

Staff proceeded by requesting a proposal, under the standing-offer agreement, to design the reconstruction of MacDonald Street and Edey Street including separation / realignment / upsizing of sanitary sewers, partial watermain replacements, and full road reconstruction of both streets.

Discussion:

On May 24, 2023, Staff received proposal "23-1025A" from JP2G Consultants Inc. The proposal is to provide a design and tender ready documents for the following scope of work:

Edey Street:

- Full depth reconstruction of the roadway including sidewalk and asphalt surface replacement along with traffic calming measures around the John XXIII elementary school.
- Realignment and upsizing of the sanitary sewer to redirect sanitary flows away from the Daniel Street trunk main thereby relieving capacity constraints to accommodate future growth.
- Watermain replacement due to aging infrastructure.

MacDonald Street:

- Full depth road reconstruction including sidewalk, curbs, road base and surface.
- Replacement of watermain and upsizing of sanitary sewer to accommodate growth.
- Separation of sewers on MacDonald Street North only.

The cost to complete the design and engineering assignment is \$144,707.50 plus HST.

Options:

Council could choose not to award the project. However, staff are not recommending this option as the project fits well with our Asset Management Plan and Long Range Capital Forecast, and is within budget.

Policy Considerations:

This engineering and design assignment was solicited in accordance with the Town's Procurement Bylaw.

Financial Considerations:

The 2023 Capital Budget includes \$150,000.00 for the design of MacDonald St (McGonigal to Edey) and Edey St (Macdonald to Allan Dr). The total design cost, when accounting for net HST is \$147,254.35 leaving a surplus budget of \$2,745.65.

Meeting Dates:

N/A

Consultation:

- Jennifer Morawiec, General Manager, Client Services/ Treasurer
- John Steckly, General Manager, Operations

Documents:

N/A

Signatures

Reviewed by Department Head: John Steckly

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

**The Corporation of the
Town of Arnprior**

By-Law No. 7400-23

A by-law to award the design and engineering proposal 23-1025A Design of Edey Street and MacDonald Street Reconstruction.

Whereas Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 provides broad authority on municipalities to enable municipalities to govern their affairs as considered appropriate and to enhance the municipality's ability to respond to municipal issues, and;

Whereas on February 13th, 2023 Council passed by-law 7356-23 to adopt the 2023 Capital Budget which included a budget of \$150,000 for the design and engineering of the reconstruction of MacDonald St (McGonigal to Edey) and Edey St (Macdonald to Allan Dr), and

Whereas in accordance with the Town's Procurement Policy (By-Law 6942-19) the Town requested a design proposal under standing-offer agreement; and

Whereas Jp2g Consultants Inc submitted a proposal at a cost of \$163,519.48 inclusive of HST;

Therefore the Council enacts as follows:

1. That Council award the design and engineering for the reconstruction of MacDonald Street and Edey Street to Jp2g Consultants Inc, at a cost of \$163,519.48 including HST and;
2. That Council enact a bylaw authorizing the CAO to execute the agreement and related documents with Jp2g Consultants Inc; and
3. That any by-laws, resolutions, or parts of by-laws inconsistent with this by-law be hereby repealed.

Enacted and passed this 26th day of June, 2023

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7401-23

A By-law to adopt a Code of Conduct for the Council and Local Boards of the Town of Arnprior and to Repeal By-law No. 6222-13

Whereas section 11 of the Municipal Act, 2001, as amended authorizes municipalities to enact by-laws regarding Accountability and Transparency of the municipality and its operations; and

Whereas section 223.2(1) of the Municipal Act, 2001, as amended requires municipalities to establish a code of conduct for members of council and local boards; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to establish a new code of conduct for members of council and local boards;

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

1. **That** Council adopts a code of conduct for council and local boards as set forth in Schedule "A" attached hereto and forming part of this by-law.
2. **That** this by-law may be referred to as the "Council Code of Conduct".
3. **That** a vote of two-thirds of the members present be required to amend or repeal this bylaw.
4. **That** By-law Number 6222-13 is hereby repealed and where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provision of the by-law shall prevail.
5. **That** this By-law shall come into full force and effect on the date of its passing.

Enacted and Passed this 26th day of June, 2023

Lisa McGee, Mayor

Maureen Spratt, Town Clerk



TOWN OF ARNPRIOR
Code of Conduct
Council and Local Boards
Schedule A – By-law No. 7401-23

Date: June 2023

Table of Contents

| | |
|---|-----------|
| Section 1 – Definitions..... | 2 |
| Section 2 – Purpose | 5 |
| Section 3 – Roles & Responsibilities..... | 5 |
| 3.1 - Legislated Responsibilities & Compliance | 5 |
| 3.2 - Interaction with Staff | 5 |
| 3.3 - Media Communications | 6 |
| 3.4 - Legislation..... | 7 |
| Section 4 – Rule of Etiquette..... | 7 |
| 4.1 - Meetings & Quorum | 7 |
| 4.2 - Operational Inquiries/ Complaints | 7 |
| Section 5 – Behaviour of Members..... | 8 |
| 5.1 Interpersonal Behaviour | 8 |
| Section 6 – Use of Municipal Property and Resources..... | 8 |
| Section 7 – Municipal Elections | 9 |
| Section 8 – Confidentiality | 9 |
| Section 9 – Gifts, Hospitality & Other Benefits..... | 10 |
| Section 10 - Use of Social Media..... | 11 |
| Section 11 - Improper Use of Influence | 12 |
| Section 12 - Breach of Policy/ Code of Conduct | 13 |
| 12.1 - Integrity Commissioner | 13 |
| 12.2 - Duty to Report Violation | 14 |
| 12.3 - Breach of Policy/ Code of Conduct | 14 |
| 12.4 - Investigation / Complaint Procedure | 15 |
| <i>Part A - Informal Complaint Procedure</i> | <i>15</i> |
| <i>Part B - Formal Complaint Procedure.....</i> | <i>16</i> |
| 12.5 - Integrity Commissioner Reporting to the Municipality | 17 |
| Section 13 - Review..... | 17 |

Section 1 – Definitions

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

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

Chair – means the Member responsible for presiding at the meeting, and may also be referred to as the Presiding Officer.

Chief Administrative Officer – means the individual appointed as Chief Administrative Officer of the Town of Arnprior pursuant to Section 229 of the *Municipal Act, 2001* and may be referred to as the CAO herein.

Child - means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat at a child of his or her family.

Clerk – means the individual appointed as the Clerk of the Town of Arnprior pursuant to Section 228 of the *Municipal Act, 2001*; or in the absence of the Clerk, the Deputy Clerk, of the Town of Arnprior pursuant to Section 228(2) of the *Municipal Act, 2001*.

Closed Session Meeting – means that part of a meeting that is closed to the public in accordance with Section 239 of the *Municipal Act, 2001*, other than those persons specifically invited to remain, and may also be referred to as “In Camera.”

Committee – means an Advisory Committee or any other Committee of the Town of Arnprior.

Complainant means a person who has filed a complaint in accordance with this Code;

Complaint – means a written objection filed with the Integrity Commissioner pursuant to this Code respecting a Member.

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

Confidential information - means any personal information or records that are in the possession, in the custody or under control of a Councillor related to a constituent who has contacted their office and any information that the Town is either precluded from disclosing under the *Municipal Act, 2001* or other applicable legislation, its Procedural By-law or any of its other by-laws, policies, rules or procedures, or that it is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation.

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

Council Code of Conduct – means the Town of Arnprior Council Code of Conduct, which operates alongside other statutes governing the conduct of Members of Council, Boards and Committees of the Town of Arnprior; may also be referred to as “Code of Conduct.”

Frivolous – means of little or no weight, worth or importance; not worthy of serious notice.

Gift means cash, fees, admission fees, advances, vouchers, invitations, objects of value, services, offers, personal benefits, travel and accommodation or entertainment that are provided to and retained by a Member, that could be seen to be connected directly or indirectly to the performance of the Member’s duties.

Good Faith – means in accordance with standards of honesty, trust, sincerity.

Harassment – as defined in the Town of Arnprior’s Workplace Harassment Policy and Program as well as in the *Ontario Human Rights Code*.

Integrity Commissioner – means the individual appointed as the Integrity Commissioner of the Town of Arnprior, pursuant to Section 223.3 of the *Municipal Act, 2001*.

Mayor – means the head of Council as set out in the *Municipal Act, 2001, S.O. 2001*.

Meeting – means a regular, special, or other meeting convened of Council or Committee as permitted under this by-law.

Member – means a Member of Council; elected by general vote or wards, or by any combination thereof, in accordance with the *Municipal Act, 2001, c. 25*, as amended. In this by-law “Member” shall also mean a member of town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*.

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

Parent - means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child.

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

Policy – means any policy or by-law passed by the Town of Arnprior Council.

Presiding Officer – means the Mayor, or in the absence of the Mayor, the Deputy Mayor, at a regular or special meeting of Council, or the Member of Council appointed as the Chair of a Committee or Board, or in the absence of either, another Member of Council appointed in accordance with the Procedure By-law 6202-13, as amended. The Presiding officer may also be referred to as the Chair.

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

Sexual Harassment - as defined in the Town of Arnprior's Workplace Harassment Policy and Program.

Social Media - means web-based applications and on-line forums that allow users to interact, share and publish content such as text, links, photos, audio and video;

Spouse - means either of two persons who,

- (a) are married to each other;
- (b) have together entered into a marriage that is voidable or void, in good faith on the part of a person relying on this clause to assert any right; or
- (c) are not married to each other and have cohabited,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act*.

Staff - means direct employees of the Town whether full-time, part-time, contract or casual, seasonal and volunteer as well as agents and consultants acting in furtherance of the Town's business and interest;

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

Town property includes, but is not limited to, all real and personal property, facilities, vehicles, equipment, supplies, services, staff, documents, intellectual property, computer programs or technological innovations belonging to the Town.

Vexatious – means instituted without sufficient grounds and serving only to cause annoyance to the defendant.

Violence – as defined in the Town of Arnprior's Workplace Violence Prevention Policy and Program.

Section 2 – Purpose

This Code of Conduct sets standards for the conduct of Members of the Council of the Town of Arnprior, as well as, all Town committees, agencies, boards and commissions, as defined in Section 223.1 of the *Municipal Act, 2001*. It has been developed to assist Council and Members to:

- a. Understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
- b. Fulfill their duty to act honestly and exercise reasonable care and diligence;
- c. Act in a way that enhances public confidence in local government; and
- d. Identify and resolve situations, which might involve a conflict of interest or a potential misuse of position and authority.

This Code of Conduct outlines each individual's responsibility, as a Member of the municipality, to uphold these principles and values, and act in the public interest.

Section 3 – Roles & Responsibilities

The Role of Council and Staff is traditionally one of the first items to be clarified for a Council, in that Staff shall take direction from the Chief Administrative Officer (CAO). The CAO shall take direction from and be responsible to Council of the Town of Arnprior, but shall not be instructed or directed by or be responsible to any individual member of the Council. The CAO shall consult with Council with respect to any matter of concern to the municipality or to any of its local boards or committees. Clearly defined roles, distinguishing between the concepts of 'governance' and 'management', are critical to the success of a municipality. It will be reinforced at the outset that Council sets the policy for the community; it does not engage or participate in the daily operations of the municipality.

3.1 - Legislated Responsibilities & Compliance

The legislated responsibilities, outlined in the *Municipal Act, 2001*, *S.O. 2001*, the laws of Canada, and the Province of Ontario, and all policies and by-laws of the Town of Arnprior are to be adhered to and carried out by all Members. Failure to do so constitutes an offence under this policy.

3.2 - Interaction with Staff

The Town has worked diligently at creating a positive working relationship between Council and Staff. This has been successful, largely due to a mutual respect for each other's roles and responsibilities.

- a. Only Council acting as a body, can dictate that staff perform such duties as are necessary to the efficient management of the affairs of the community, and/or research such matters as the Council deems necessary. Individual Council Members do not have authority to direct the CAO, Directors, or staff.

- b. The Role of the CAO and the Directors is to direct the day-to-day management of the municipality, and assign duties to the staff placed under their supervision. To encourage the efficient management of the community, individual Council Members are requested to be mindful of that fact and are advised of the following:
 - i. Council will respect and adhere to the Policies set by Council, and will under no circumstance take it upon themselves to circumvent or ask staff to circumvent established Policies. Only Council as a body, at a formal meeting, has the authority to amend policies.
 - ii. Council as a body, and as individuals, will liaise primarily with the CAO or Directors in the absence of the CAO. This requirement is not designed to interfere with the normal flow of information with those staff members who have been assigned the responsibility of providing information to Council by the Directors or CAO.
 - iii. Questions or issues surrounding operational concerns or complaints, excluding the basic issues covered above, should be directed primarily to the CAO or in the absence of the CAO, to the Directors.
 - iv. The municipality does not provide secretarial and/or research services for individual Councillors. Should information be required by individual Council members, a request should be made of the Clerk, General Manager, Client Services/Treasurer, or CAO who will then determine which staff member is best suited to obtain the data.

3.3 - Media Communications

It is understood that the Mayor as Head of Council, as per section 226(1)(c) of the Municipal Act, 2001, is the primary spokesperson, which does not prohibit other Members of Council from accurately communicating the Town's position. Therefore the following shall apply:

- a. Members will accurately communicate the decisions of the Town of Arnprior Council, even if they disagree with the majority decision of Council, and by doing so affirm the respect for and integrity in the decision-making process of Council. A Member may state that he/she did not support the decision, or voted against the decision.
- b. Members shall refrain from making judgemental or critical comments about other Members of Council or staff, or about the Town Council's processes and decisions.
- c. Members at all times shall refrain from speculating or reflecting upon the motives of other Members of Council or staff, when communicating with the media.
- d. Members of Council will keep all confidential information confidential, until such a time arises that the matter can properly be made public. A breach of confidentiality by Members diminishes public confidence.

3.4 - Legislation

This Code of Conduct is a complement to the existing legislation governing the conduct of Members. The following federal, provincial legislation governs the conduct of members of Council:

- The Municipal Act, 2001;
- The Municipal Conflict of Interest Act (MCIA);
- The Municipal Elections Act (MEA);
- The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA);
- The Ontario Human Rights Code (OHRC);
- The Criminal Code of Canada (CCC);
- The Occupational Health and Safety Act (OHSA) – including Bill 168;
- The Accessibility for Ontarians with Disabilities Act (AODA)
- The Provincial Offences Act;
- The by-laws and policies of Council as adopted and amended from time to time.

Section 4 – Rule of Etiquette

4.1 - Meetings & Quorum

- a. The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. The Presiding Officer should never allow Members or delegations at a Council, Committee, or Board meeting to publicly criticize identifiable employees or other individuals. It is the responsibility of the Presiding Officer to ensure that both parliamentary procedure and rules of etiquette are observed by those in attendance at all times.
- b. Quorum is defined as the majority of the total number of the Voting Members of the Council or Committee, or as may be specifically set out in Council approved Terms of Reference for a Committee. Therefore, Council shall only conduct its business in a duly constituted meeting of Council, as per the Procedure By-Law.
- c. There shall be no “Off the Record” or Secret Meetings of Council.

4.2 - Operational Inquiries/ Complaints

- a. Members of Council and/or other Members who are approached by the public with inquiries/ complaints regarding operational matters should direct these to the CAO, or Director in the absence of the CAO, who will then contact the appropriate Department or individual for review of the matter.

Section 5 – Behaviour of Members

5.1 Interpersonal Behaviour

- a. Treat Every Person with Dignity, Understanding and Respect:
 - Members shall refrain from abusive conduct, personal charges, verbal attacks, discrimination or gossip upon the character or motives of municipal employees, Councillors, Committee Members, Volunteers, or the public. Members shall abide by the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs, as well as the Ontario Human Rights Code, and shall take these policies and legislation and their contents into account at all times when considering etiquette. All dealings with any person are to exhibit a high degree of professionalism and are to be based on honesty, dignity, understanding, respect, impartiality and fairness.
- b. Do not Discriminate:
 - In accordance with the Ontario Human Rights Code, Members shall not discriminate against anyone on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religious affiliation or faith, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability. These forms of discrimination listed, shall be as defined in the Ontario Human Rights Code.
- c. Do not Engage in Violence or Harassment of Any Kind:
 - No Member shall engage in any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code.

Section 6 – Use of Municipal Property and Resources

- a. No member shall use the municipality's property, equipment, supplies, services or social media sites, which are not available to the general public, for purposes other than those which are necessary for the discharge of their official duties. This clause does not prohibit incidental responsible personal use of Town cell phones or computers.
- b. No Member shall obtain any direct or indirect personal benefit or financial gain from the use or sale of Town or Local Board property or resources, as the case may be, whether licensed, leased, or owned by the Town or Local Board, including: land, facilities, equipment, supplies, services, Staff, Town or Local Board-developed intellectual property (for example, inventions, creative writings, graphic designs, computer programs and technical drawings), technical innovations, Town or Local Board owned images, logos, or coat of arms.
- c. All such property or resources remain exclusively that of the Town or the Local Board, as the case may be. For greater clarity, "personal benefit" shall include

any direct or indirect benefit provided with the Member's knowledge to a Family Member.

Section 7 – Municipal Elections

- a. During a Municipal election, Members of Council must conduct themselves in accordance with the provisions of the *Municipal Elections Act*, in addition to legislation and policies in place during their term of office. Members are accountable under the provisions of these statutes.
- b. Members of Council will expect the Town Clerk to manage the Municipal Election process and meet all statutory requirements in accordance within the *Municipal Elections Act*. Members of Council shall respect the role of the Town Clerk and municipal staff in the election process, shall not interfere with the Town Clerk or municipal staff's discharge of their duties during the election process, and understand that their role is to ensure that all candidates are treated equally.
- c. No Member shall use the facilities, equipment, supplies, services, or other resources of the Town for any election campaign-related activities.
- d. In a municipal election year, commencing on Nomination Day until the date of the election, no Member or other candidate for elected office, may book directly or indirectly, any facility for any purpose that might be perceived as an election campaign purpose if that facility is being used as a polling station.
- e. No Members shall use the services of persons for campaign related activities during hours in which those persons receive any compensation from the Town.

Section 8 – Confidentiality

- a. Members shall keep confidential any information:
 - i. Disclosed or discussed at a meeting or part of a meeting of Council, Committee, or Board, that was closed to the public.
 - ii. That is circulated to members of Council, or other Members, that is marked confidential.
 - iii. Return any documentation marked confidential to the Town Clerk's office for destruction.
 - iv. That is received in confidence verbally.
- b. The obligation to keep information confidential applies even if the Member ceases to be a Council, Committee, or Board Member.

c. Protection of Privacy:

- i. Confidential information includes information in the possession of, or received in confidence by the Municipality that the Municipality is either prohibited from disclosing, or is required to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), or other legislation. Generally, the MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.
- ii. No Member shall disclose or release by any means to anyone, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
- iii. No Member shall use confidential information for personal or private gain, or for the gain of relatives or any person or corporation.
- iv. A matter that has been discussed at an in-camera (closed) meeting remains confidential. No Member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting unless the Council, Committee, or Board discusses the information at a meeting that is open to the public or releases the information to the public in accordance with applicable law.

Section 9 – Gifts, Hospitality & Other Benefits

The objective of the contents presented in this section of the Council Code of Conduct is to ensure that Councillors make Council decisions based on impartial and objective assessment of each situation, free from influence of gifts, favours, hospitality or entertainment.

In this policy, gifts, commission, hospitality, reward, advantage or benefit of any kind, may be interchanged and shall be deemed to include all of the aforementioned:

- a. The stipend paid to each Member of Council is intended to fully remunerate them for service to the Corporation of the Town of Arnprior.
- b. Members of Council are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commission, hospitality, reward, advantage or benefit of any kind, personally or through a family member or business connection, that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, special consideration.

- c. The above statements do not preclude Members of Council from accepting:
 - i. Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a Committee, for speaking at an event or for representing the Corporation of the Town of Arnprior at an event.
 - ii. Political contributions that are otherwise offered, accepted, and reported in accordance with applicable law.
 - iii. Food and beverages at meetings, banquets, receptions, ceremonies, or similar events.
 - iv. Food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or be local government boards or commissions.
 - v. A stipend from a board or commission that the Councillor serves on as a result of an appointment by Council.
 - vi. Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations.
 - vii. Gifts of a nominal value that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office.
 - viii. Services provided without compensation by persons volunteering their time for election campaign

Section 10 - Use of Social Media

- a. Members may participate in social media of their own accord, in compliance with, the Code of Conduct and Town Policies. Members are welcome to like/follow official town sites and are encouraged to share content that has already been officially posted to the town's website and social media accounts.
- b. Under Council's Code of Conduct the Mayor is the official spokesperson for Town Council and this also applies to social media. As the Head of Council, the Mayor will reflect the position taken by Town Council on any specific issue. But this does not prohibit other Members of Council from accurately communicating the Town's position on any specific issue.
- c. Members of Council should clearly identify where they are expressing personal views, and not necessarily the views of the town.
- d. Members are expected to act with decorum on Social Media.

- e. Members must never use Social Media as a platform to treat one another, Municipal Staff, Local Board Staff, or members of the public without respect, or to make false or defamatory statements about one another, Municipal Staff, Local Board Staff or members of the public. Members of Council and Local Boards shall refrain from using Social Media to malign a debate or decision or otherwise erode the authority of Council or the Local Board, as the case may be.
- f. Members of Council and Local Boards shall not engage in or encourage any form of Violence or Harassment, as defined in Section 1 of this document, taken from the Town of Arnprior's Workplace Violence Prevention and Workplace Harassment Policies and Programs and the Ontario Human Rights Code, as amended.
- g. A member of Council or Local Board's title may only be used for Town purposes and not for campaign purposes. Where a member maintains a personal Social Media account, that account must contain a statement, in a clearly visible place, that the views expressed on the account are those of the account holder alone and not those of the Town, its Council, or local board.
- h. Members shall ensure that their posts on Social Media are accurate, not misleading, and do not reveal confidential information. Members must not post content on Social Media that discloses information or conduct during in camera or other confidential meetings or other confidential information acquired in the course of their duties as a member of Council or Local Board.
- i. Without limiting the generality of the foregoing, members shall refrain from posting private or confidential information about fellow Councillors, Local Board members, Municipal Staff, Local Board Staff or members of the public.
- j. At no time shall a Member post or circulate (including via-e-mail) any correspondence from Municipal Staff or Local Board Staff, except for any public report, without the express permission of the author. Specifically, e-mail messages and voice messages are typically drafted with a specific audience in mind, and the publication of such messages without the appropriate context could lead to public misunderstanding

Section 11 - Improper Use of Influence

- a. Members shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.
- b. Members shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves, their parents, children or grandchildren, spouse, or friends or associates, or for the purpose of creating a disadvantage to another person.

Section 12 - Breach of Policy/ Code of Conduct

12.1 - Integrity Commissioner

- a. The *Municipal Act, 2001* authorizes the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to, the application of:
 - i. the Code of Conduct for Members of Council and Members of Local Boards and Committees; and
 - ii. any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members
 - iii. Notwithstanding the foregoing, with respect to Ad-hoc, Advisory, and/or any other volunteer Committees, the Integrity Commissioner will have no jurisdiction over complaints concerning these volunteer Members. Investigations will be completed by the Clerk's office, and decided on by Council.
- b. The *Municipal Act, 2001* also outlines that the Integrity Commissioner may also exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.
- c. The Integrity Commissioner serves the public interest and is granted authority under the *Municipal Act, 2001* to educate, advise, and investigate the conduct of Members of the municipality.
- d. All complaints on breach of conduct, by Members of the Town of Arnprior will be reported to the Town Clerk and then, if necessary, to the Integrity Commissioner.
- e. The Integrity Commissioner shall be independent from both Council and staff.
- f. The Integrity Commissioner is appointed by Council for a term of not less than 4 years to straddle an election by approximately two (2) years on either side and is responsible for performing in an independent manner the functions assigned by the municipality with respect to this Code of Conduct and the procedures, rules, and policies of the municipality.
- g. The Integrity Commissioner has the power to conduct an inquiry if requested by Council, any other Member, or a member of the public, about whether there has been a contravention of this Code of Conduct or any other Town policy.
- h. Pursuant to the *Municipal Act, 2001*, no application for an inquiry by the Integrity Commissioner of an alleged contravention of the Code or MCIA shall be made between Nomination Day and six weeks after Voting Day in a regular election, except as provided in section 223.4 and 223.4.1 of the *Municipal Act, 2001*. Furthermore, any investigation not completed prior to Nomination Day in a regular election shall be terminated by the Integrity Commissioner on that day.
- i. The Integrity Commissioner shall not re-commence an enquiry terminated as the result of an election unless, within six weeks of Voting Day in a regular election, the person who made the original request submits a written request to the Integrity Commissioner asking that the inquiry be re-commenced.

- j. The Integrity Commissioner is entitled to free access to all books, accounts, and records, property, or any other necessary thing belonging to the municipality, as well as personnel or other Members which he/she feels is necessary to the investigation process.
- k. The Integrity Commissioner will be reimbursed for reasonable expenses incurred in the performance of their investigation/ duties.
- l. Records of the Integrity Commissioner must be retained permanently.

12.2 - Duty to Report Violation

- a. No Member may directly or indirectly, induce, encourage, or aid a Member to violate any provision of this Code of Conduct.
- b. All Members have the duty to report a violation of this Council Code of Conduct.
- c. Neither the Town nor any other Member shall take or threaten to take, discharge, discipline, personally attack, harass, intimidate, etc. a person who has reported a violation of this Council Code of Conduct.

12.3 - Breach of Policy/ Code of Conduct

- a. Should the Integrity Commissioner determine that a member has breached the Council Code of Conduct after completing a proper investigation; the Integrity Commissioner shall report that such a determination has been made at an open regular Council meeting. Council shall then determine an appropriate sanction which shall be delivered by way of a resolution in open Council.
- b. Although the Integrity Commissioner's report must be made public, pursuant to the *Municipal Act, 2001*, some parts of the investigations may be confidential, and thus confidential information will not be made public.
- c. Council may impose either of the following penalties on a Member if the Integrity Commissioner reports to the municipality that, in his or her opinion, the Member has contravened this Council Code of Conduct and/or a Town policy:
 - i. A reprimand
 - ii. Suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or local board, as the case may be for a period of up to 90 days.
- d. Council may also take the following additional actions:
 - i. Remove or not appoint the Member from/to an Advisory Committee or Board.
 - ii. Remove or not appoint the Member as Chair of a Committee or Board.
 - iii. Repay or reimburse the compensation received.
 - iv. Return property or reimburse for the value of it.
 - v. Request for a written, verbal or public apology to Council, the complainant, or both.

- vi. Require the Member to comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.
 - vii. Any other fair and reasonable sanction given the circumstances.
- e. All sanctions under this By-law will be fair and in keeping with the severity of the infraction, giving due regard to the Member's previous conduct.

12.4 - Investigation / Complaint Procedure

Part A - Informal Complaint Procedure

Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:

- (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to settle or resolve the issue;
 - (g) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (h) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other Applicable judicial or quasi-judicial process or complaint procedure.
2. Individuals are strongly encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe violates the Code of Conduct.
 3. The Integrity Commissioner may participate in any informal process. The parties involved are encouraged to take advantage of the Integrity Commissioner's potential role as a mediator/conciliator on issues relating to a complaint.
 4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out below.

Part B - Formal Complaint Procedure

A request for an investigation of a complaint that a member has contravened this Code of Conduct or policy shall be in writing.

- a. All complaints must be signed by an identifiable individual.
- b. A complaint shall set out reasonable and probable grounds for the allegation that the member has contravened this Code of Conduct and include a supporting affidavit that sets out the evidence in support of the complaint.
- c. The request shall be filed with the Town Clerk who shall forward the matter to the Integrity Commissioner for initial classification. The Integrity Commissioner shall determine if the matter is, on its face, a complaint with respect to non-compliance with this Code of Conduct and/or not covered by other legislation or policy.
- d. If the complaint is determined not to be a complaint with respect to non-compliance with this Code of Conduct or other policies, the complainant shall be advised that the matter is not within the jurisdiction of the Integrity Commissioner to process with any additional reasons and referrals, as the Integrity Commissioner considers appropriate.
- e. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious, or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or where that becomes apparent in the course of an investigation, terminate the investigation.
- f. The Integrity Commissioner shall not issue a report finding a violation of this Code of Conduct on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended sanction and an opportunity either in person or in writing to comment on the proposed finding and any recommended sanction, provided that comment period after having been notified does not exceed 30 calendar days.
- g. The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the making of the complaint.
- h. Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Council outlining the findings, or recommended corrective action in open Council.
- i. Where the complaint is dismissed, the Integrity Commissioner shall not report to Council, except as part of an annual or other periodic report.
- j. A complaint will be processed in compliance with the confidentiality requirements of Section 223.5(1) of the *Municipal Act, 2001*, as amended.
- k. If the Integrity Commissioner reports to Council his or her opinion about whether a Member has contravened this Code of Conduct, the Integrity Commissioner may disclose in the report such matters as, in the Integrity Commissioner's opinion, are necessary for the purposes of the report.

12.5 - Integrity Commissioner Reporting to the Municipality

- a. Where the complaint is sustained in whole or part, the Integrity Commissioner shall report to Council outlining the findings, the terms of any settlement and/or his or her recommendation as to any penalties.
- b. The Integrity Commissioner shall file a copy of the final report on an investigation with the Town Clerk, who will then provide a copy of the report to the complainant and the Member whose conduct it has addressed. The Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.
- c. The Town Clerk shall submit the Integrity Commissioner's report to Council within the next two regular meetings and the Integrity Commissioner shall appear to present his or her report to Council.
- d. The Integrity Commissioner shall report annually to Council on the number of complaints filed by way of a memo to Council, in November of each calendar year. The Integrity Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned.

Section 13 - Review

Council shall review this Code in the second year following an election.

Acknowledgement of Understanding and Compliance

The undersigned Member of Council, a Committee, and/or Board of the Town of Arnprior hereby acknowledges receipt of a copy of the Council Code of Conduct By-law No. 7108-20 and agrees to abide by its contents. The Member also acknowledges this form will be kept on file with the Town of Arnprior, and a copy of this signed form was retained by the Member themselves.

Printed Name

Signature of Member

Date

**The Corporation of the
Town of Arnprior**

By-law Number 7402-23

A By-Law of the Corporation of the Town of Arnprior to authorize the Mayor and Clerk to execute a subdivision agreement for 47-T-19004 with the subdivider, 2829246 Ontario Inc.

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

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

1. **That** the Mayor and Clerk be and are hereby authorized and required, after the passing of this By-law, to execute on behalf of the Corporation of the Town of Arnprior, a Subdivision Agreement for subdivision 47-T-19004 with the developer, 2829246 Ontario Inc.
2. **That** the CAO in consultation with the Town Solicitor is authorized to finalize all documentation necessary for the Mayor and Clerk to execute the Subdivision Agreement pursuant to Section 51(26) the Planning Act and in accordance with the Delegation of Authority By-law.
3. **That** this By-law shall come into full force and effect on the day of its passing.

Enacted and passed this 26th day of June 2023.

Signatures:

Lisa McGee, Mayor

Maureen Spratt, Town Clerk

TOWN OF ARNPRIOR
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made June _____, 2023.

BETWEEN:

2829246 ONTARIO INC.

Hereinafter called the “Owner”

OF THE FIRST PART

AND:

CORPORATION OF THE TOWN OF ARNPRIOR

Hereinafter called the “Town”

OF THE SECOND PART

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

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

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

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

1. IN THIS AGREEMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. GENERAL REQUIREMENTS

2.1 Lands

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

2.2 Scope of Works

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

2.3 **Municipal Covenants**

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

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

2.4 **Notices to Purchasers**

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

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

conveying the lands described herein, which shall run with the said lands and is for the benefit of the subsequent owners of the said lands and the owner of the adjacent road.

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

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

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

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

2.6 **Engineering Services**

2.6.1 **General**

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

2.6.2 **Professional Engineer**

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

- (a) preparing and supplying design plans and drawings;
- (b) preparing specifications;
- (c) obtaining approvals in conjunction with the Town;
- (d) supervising layout and construction;

Standard Subdivision Agreement, Revision 1/2012

- (e) maintaining records of construction; and
- (f) preparing and supplying as-built drawings in UTM NAD 83 Zone 18 coordinate system or other such form or format as may be required by the Town.

2.6.3 **On Site Inspection**

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

2.6.4 **Testing of Works**

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

3. **CONSTRUCTION REQUIREMENTS**

3.1 **Ministry of the Environment Certification**

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

3.2 **Schedule of Works**

- (a) All underground services as set out in Schedule “B” and shown on plans in Schedule “F”, including service connections, shall be installed within 24 months of the date of registration of the Plan of Subdivision, unless otherwise approved by the Director. Underground services required to serve land outside the Subdivision shall be installed within 24 months of registration, unless otherwise approved by the Director.
- (b) Granular road base construction may commence immediately following the completion of the underground services and shall be completed not later than six months after Approval of the underground services unless otherwise approved by the Director.
- (c) Base course asphalt shall be constructed within six months of the completion of the granular road base, unless otherwise approved by the Director.
- (d) Wear course asphalt shall not be installed any earlier than six (6) months from the time of Approval of the base course asphalt or until such time as sufficient lots fronting onto the Road have been developed to the satisfaction of the Director, but in any case wear course asphalt shall be installed and completed to the satisfaction of the Director not later than five (5) years from the date of registration of the Plan of Subdivision.

- (e) Under-pavement ducts shall be installed prior to placement of base course asphalt or installed by trenchless methods for telephone and cablevision plant.
- (f) Streetlights shall be installed and operational prior to occupancy of any dwelling which takes access from or via said street, or as soon thereafter as is practical. Lawn lamps, if applicable, shall be installed and operational prior to occupancy of any dwelling to which they are attached.
- (g) Open space and parkland shall be constructed in conjunction with the placement of base course asphalt or at such date as approved in writing by the Director, and according to plans approved by the Director.
- (h) Temporary street name signs, if required, and base course asphalt shall be installed prior to issuance of building permits for any building unit which takes direct access from the said Street.
- (i) Sidewalks and pathways that abut a lot shall be constructed immediately after the completion of rough grading of the lot which they abut and immediately prior to the placement of fill and topsoil on the said lot. Sidewalks and pathways in park blocks and open spaces shall be constructed in conjunction with the placement of base course asphalt or at such date as approved in writing by the Director, and according to plans approved by the Director.
- (j) Boulevard and lot sodding and tree planting associated with any lot or block shall be completed as soon after occupancy as possible for a single or double unit, or as soon as one unit is occupied of a multiple unit building. The lot grading work will be completed up to the minimum underside of topsoil elevations on the lot or block prior to occupancy.
- (k) Landscape buffer/screening and noise barriers shall be constructed prior to occupancy of a unit situated on the lot or block abutting the Road where buffers, screening and/or noise barriers are required.
- (l) Notwithstanding what has been written in this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits should all read "weather permitting". The Director shall be the sole authority as to the possibility of weather conditions negatively impacting the proposed Works and permitting the Works to proceed.

3.3 **Protection of Public Lands**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision, and furthermore, it shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said public lands, other than Roads, without the prior consent of the Town. The Owner shall cause the lands transferred to the Town for park purposes, as set out in Schedule "E", to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to the lands to be transferred to the Town for park purposes. The markers and temporary fencing shall be of a type and placed in such locations and at such times satisfactory to the Director.
- (b) With respect to dumping by local residents, the Town shall make a reasonable effort in conjunction with the Owner to restrain local residents from using public lands as a debris depository. The Owner, at its expense, shall install "No Dumping" signs on public lands to the satisfaction of the Director.

- (c) In the event that topsoil has been removed from public lands prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the Director to provide cover for the site to a depth specified by the Town, and the Owner shall level and grade such topsoil as required by the Town. Similarly, trees or shrubs which have been, or are hereafter removed from the parkland site in contravention of this Agreement shall, at its option, be replaced by the Town at the expense of the Owner with nursery stock or a variety and quality equivalent to or better than the trees and/or shrubs removed.

3.4 **Inspection of Works**

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

3.4.1 **Approval of Works**

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

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

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

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

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

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

Standard Subdivision Agreement, Revision 1/2012

shall authorize the reduction of any security for those Works given in accordance with Schedule D(5) of this Agreement.

3.4.2 **Maintenance of Works**

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

3.4.3 **Acceptance of Works**

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

- (a) Before applying for Acceptance of the Works, the Owner shall furnish the Town with the following documents:
 - (i) Electronic and paper copies of all design and as-built drawings and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datums.
 - (ii) Certification that the rough grading complies with the approved Drainage and Grading Plan. This certification shall be completed by the consulting civil engineering firm responsible for the design of the approved Drainage and Grading Plans as specified in Schedule F of this Agreement. The Owner shall submit an as-built grading plan showing such elevations and datum to the satisfaction of the Town and evidence that grades have been approved and certified by a Civil Engineer or an Ontario Land Surveyor.
 - (iii) A certificate by an Ontario Land Surveyor, that after the completion of the Subdivision Works, all Standard Iron Bars (which define property boundaries and right-of-way alignments) have been found in accordance with the registered Plan.
 - (iv) Statutory declaration that all accounts for Works, services and materials supplied have been paid, except construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner.
 - (v) Written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act of Ontario*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.
- (b) Before Acceptance of a sanitary sewer and a storm sewer, the Town will require a television examination, and in the event of a blockage or debris being identified, the Owner shall remove at its expense any soil, sludge and other foreign material lodged in the sewer and re-camera the pipe. The Owner shall, at its expense, carry out the television inspection within 60 days prior to the expiry of the warranty period, between Approval and Acceptance. Upon completion of the televised inspection, the Owner shall provide, to the Director, a copy of the television inspection report acceptable to the Town Standards. The Owner shall give 72 hours

prior notification to the Director of its intention to commence television examination of a sewer or sewers.

- (c) Upon the receipt of the sewer system television examination report, the Town shall determine forthwith the extent of repairs, if any, required by the Owner in order to bring the sewer into compliance with the Town Specifications and shall within 21 days of receipt of the report provide the Owner with a deficiency list. Repairs required to be carried out by the Owner shall be done under the supervision of the Town. Any Works not examined by the Town prior to backfilling shall require re-excavation at the cost of the Owner. If the extent of the repair has been extensive in the opinion of the Town, that further examination of it is required, then a further television and site inspection will be conducted by the Town at the expense of the Owner.
- (d) Not later than 30 days after the receipt of an application for Acceptance of any Works, the Town shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Town shall furnish the Owner with a list of deficiencies, if any, for the Works or Acceptance of the Works. If the Town furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the Town for Acceptance of the Works, subject to and in the manner provided in Clause 3.4.3 hereof.
- (e) When the Town is satisfied that all such deficiencies have been corrected in accordance with this Agreement, that all Town accounts have been paid, and that all financial requirements as herein provided have been met, the Town shall provide Acceptance of the Works.
- (f) Upon the issuance of a Certificate of Acceptance of the Works, the ownership of the Works shall vest in the Town.
- (g) Forthwith after the Acceptance of the Works, the Town shall authorize the release of any security for the Works.

3.5 **Remedy for Default of Works**

If, in the opinion of the Director:

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

- (f) should the Owner in any manner, in the opinion of the Director, make default in the performance of any of the terms of this Agreement;

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

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

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

3.6 **Wastewater Plant**

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

3.7 **Water Plant**

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

3.8 **Utilities**

- (a) The Owner shall enter into an electrical distribution agreement with the appropriate authority to provide for underground services, to arrange with telephone and cablevision carriers for the installation of such underground services to the Subdivision, and for the provision of easements with respect to such installations at no expense to

the Town and in accordance with the terms, conditions and specifications laid down by the said authority.

- (b) The Owner is responsible for preparing a Composite Utility Plan that allows for the safe installation of all utilities, including required separation between utilities.
- (c) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
- (d) The Owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of gas lines.
- (e) It is understood that the natural gas distribution system will be installed within the proposed road allowance. In the event that this is not possible, easements will be provided by the Owner, at no cost to Enbridge Gas Distribution Inc.
- (f) In the event of any conflict involving facilities or easements of Bell Canada requiring relocation of such facilities, the Owner agrees that the Owner shall be responsible for the relocation of such facilities or easements.

3.8.1 **Composite Utility Plan**

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

3.8.2 **Relocation of Utilities**

The Owner covenants and agrees to pay all costs associated therewith to the satisfaction of the appropriate utility authority, where the relocation or removal of any existing on-site and/or adjacent utility facility, including electrical, gas, water, sewer, telephone and cablevision is required as a direct result of this Subdivision.

3.9 **Roads**

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

- (a) The Owner shall maintain all Streets within and adjoining the Subdivision in a condition of cleanliness, free of dust, mud and other construction debris, and provide Road maintenance within the Subdivision acceptable to the Director for all residents and for Town services such as garbage collection and firefighting. Should the Owner in any manner, in the opinion of the Director be in default, then in any such case, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if such notification be without effect 24 hours after such notice, then the Director shall thereupon have full authority and power to carry out the necessary Works at the cost and expense of the Owner, the cost and expense of such Works to be calculated in accordance with Schedule D, Section (7).
- (b) Prior to Acceptance of public streets and sidewalks, the Town shall provide snow plowing upon occupancy of dwellings on a Street that is in a condition satisfactory

to the Director. Sidewalks shall only be winged back on streets where the sidewalks have been installed in their entirety.

- (c) The Owner, insofar as the construction traffic arising from the Works in the Subdivision is concerned, shall regulate and police temporary access routes, and shall not permit the use of any previously accepted residential streets adjacent to the Subdivision by construction vehicles.
- (d) The Owner shall, subject to the Approval of the Director, block off all reserves across road allowances separating this Subdivision from adjoining built up areas.
- (e) The Owner shall provide adequate parking facilities adjacent to the access Road on which the construction personnel employed on the site shall be required to park their vehicles during working hours.
- (f) Where Works are performed on existing Town Roads outside the Plan of Subdivision, such Roads and services shall be reinstated to the satisfaction of the Director.

3.9.1 **Roads – Winter Preparation and Maintenance**

- (a) On or before the 15th day of October each year, the Owner shall advise the Town in writing of those streets which have occupancy of dwellings and which have sidewalk installation completed. Furthermore, on or before the 15th day of October each year, the Owner shall, at its expense, ensure that the Roads within the Subdivision, where snow plowing is to be provided by the Town, are in a condition satisfactory to the Town. The requirements shall be that the roads shall be sufficiently graded and have approved base course of asphalt and that manhole covers, catchbasins, and watermain valve boxes shall be installed flush with the base course of asphalt so as to minimize the chances of damage to snow plows. Curbs shall be protected with asphalt padding on the face where it meets the base course and sufficiently protected on the back where they can be damaged by the plow wing. All obstructions within the Road Allowance shall be removed to prevent damage to snow removal equipment or personnel. All work required in this connection shall be completed before the 1st day of November.
- (b) Irrespective of any approvals given by the Director under paragraph 3.9.1(a), the Owner is responsible for the ongoing maintenance of roadway, manhole covers, catchbasins, watermain valve boxes, and curb so as to minimize the chances of damage to snow plows. If the Director deems additional work or maintenance must be undertaken to ensure that damage is minimized, the Owner shall undertake the work immediately and in a manner satisfactory to the Director or the Town shall cease snow plowing until the issue is addressed.
- (c) If the Owner's contractor does not perform the work which may result from paragraph 3.9.1(a) or paragraph 3.9.1(b) to the satisfaction of the Director, the Director may, after fourteen (14) days written notice to the Owner, cause this work to be done at the Owner's expense. Additional building permits shall not be issued until such time as the Town has been paid in full for this work. This shall not prevent the Town from realizing on the security (letter of credit) deposited in accordance with this Agreement, to pay for such work.
- (d) Irrespective of any approvals given by the Director under paragraph 3.9.1(c), if any damage occurs to Town or Town contractor's snow plows that is attributable to the projection of manhole covers, catch basins, or valve boxes, the Owner is responsible for the cost of repairing such damage.
- (e) If the Owner's contractor does not perform the work which may result from paragraph 3.9.1(c) to the satisfaction of the Director, the Director may, after

fourteen (14) days written notice to the Owner, cause this work to be done at the Owner's expense. Additional building permits shall not be issued until such time as the Town has been paid in full for this work. This shall not prevent the Town from realizing on the security (letter of credit) deposited in accordance with this Agreement, to pay for such work.

3.10 **Curbs and Sidewalks**

- (a) The Owner shall construct curbs and sidewalks in accordance with the approved plans.
- (b) The Owner shall contribute to the future extension of a sidewalk across the frontage of the subdivision lands on Baskin Drive in the amount of \$20,800.

3.11 **Walkways**

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

3.12 **Street Lighting**

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

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

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

3.14 **Fencing**

The Owner shall construct, at no cost to the Town, privacy/security fencing as outlined in Landscape Plan identified in Section B of Schedule "F" and in accordance with Town Specifications and Standards and in accordance with good construction practices.

3.15 **Noise Attenuation Measures**

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

3.16 **Grading and Drainage**

- (a) The Owner shall construct in accordance with the approved Drainage and Grading Plan all Works which are necessary to provide proper drainage of all lands included in the Subdivision and adjacent lands which drain through the Subdivision and including any Works necessary for drainage to an outlet outside the Subdivision.
- (b) The Drainage and Grading Plan may be amended by the Consulting Engineering Firm on behalf of the Owner, from time to time, upon receiving written approval from the Director. The Owner shall, at its own expense, maintain sufficient interim

drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Town. This shall include the installation and removal of culverts when required by the Director.

- (c) The Owner shall not interfere with any existing drain or water course, without written permission of the Director. The Director shall provide their approval through the Approval of the plans of the Works. Granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Town against any claims against the Town relating to such damage, provided that the Town will give to the Owner, at the expense of the Owner, an opportunity to defend any such claim.

3.17 **Storm Water Management**

- (a) The Owner shall provide any required storm water management control measures to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both a minor and major rainfall event in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm water plans and reports as approved by the Town. The measures shall be in accordance with current provincial legislations and the Town Specifications and Standards.
- (b) The Owner agrees to undertake and maintain erosion and sediment controls, for the phases of construction of the Subdivision, that are appropriate to the in situ conditions, during all stages of the site preparation and construction in accordance with drawings and/or reports as applicable and as approved by the Town.
- (c) The Owner agrees to provide to the Town written confirmation by way of certification from the Owner's Professional Engineer, that all required storm water Works have been implemented in accordance with the recommendations of the Approved plans and reports.
- (d) The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and operations of the stormwater works do not constitute a safety or health hazard to the general public.
- (e) Until the ownership of the works and lands is assumed by the Town, the Owner shall undertake an inspection of the condition of the stormwater management system, at least once a year, and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the stormwater management system to prevent the excessive build up of sediment, debris and/or decaying vegetation to avoid reduction of capacity of the facility. The Owner shall regularly inspect and clean out the inlet to and outlet from the works to ensure that these are not obstructed.
- (f) The Owner shall implement the following water quality monitoring program to verify whether the stormwater management facility is achieving a TSS removal rate on average of 80% or greater. The Owner shall obtain water quality samples from the pond inlets (at the headwalls of the inlet pipes) and the sub drain inspection ports during a minimum of four (4) storm events in each year. These grab samples shall be tested for TSS to estimate the TSS removal rate of the stormwater management pond. When an annual average TSS removal rate of 80% has been achieved for two (2) consecutive years, the Town agrees to assume responsibility for the operation and maintenance of the stormwater management pond.
- (g) The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall make the logbook

available for inspection by the Ministry and Town upon request. The logbook shall include, but not necessarily be limited to, the name of the Works and the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed.

- (h) The Owner shall prepare an annual maintenance and monitoring report for each year in which the Owner performs the required inspections until the Town assumes responsibility for the operation and maintenance of the stormwater management pond.
- (i) The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the operation and maintenance activities required by the Ministry of the Environment Environmental Compliance Approval.

3.18 **Landscaping**

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

3.19 **Preservation of Existing Trees and Vegetation**

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

3.20 **Park and Open Space Development**

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

- (a) The Owner shall grade areas of the parkland where necessary in accordance with the approved Grading Plan, to the satisfaction of the General Manager, Operations, so as to provide a uniform surface, free of debris, necessary to establish a safe clean and maintainable surface.
- (b) No storage of building materials, including granular or topsoil shall be done of the parkland block.
- (c) The Owner shall supply and spread screened topsoil to Town standards to a minimum depth of 150 mm (200 mm in the area of planned sports fields, if any) over the entire park block including all disturbed areas. All screened topsoil shall be tested and the tests submitted for approval prior to installation to the satisfaction of the General Manager, Operations.
- (d) The Owner agrees to obtain approval of the seed mix, spread grass seed, and apply general maintenance until the growth is well established and through the first two (2) cuts, in accordance with Town of Arnprior standards to the satisfaction of the General Manager, Operations.

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

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

3.20.2 **Parkland and Open Space Servicing**

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

3.21 **Building and Zoning Restrictions**

3.21.1 **General Requirements – Building Permits**

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

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

3.21.2 **Occupancy Requirements**

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

In addition where a building has been constructed on any lot or block in the Subdivision, the Owner or its agent shall not allow such building to be occupied until the municipal numbering is provided in a permanent location visible from the roadway and the installation of a street name sign on relevant streets have been completed to the satisfaction of the Town.

3.21.3 **Construction/Sales Offices**

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

3.21.4 **Driveway Locations**

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

3.21.5 **Snow Clearing and Garbage Collection Restrictions**

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

3.21.6 **Maintenance of Vacant Lots and Blocks**

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

4. **LEGAL REQUIREMENTS**

4.1 **Registration of Plans and Documents**

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

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

4.2 **Inhibiting Order**

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

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

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

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

4.4 **Revisions to Agreement**

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

4.5 **Arbitration**

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

4.6 **Estoppel**

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

4.7 **Changes to Agreement in Writing**

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

4.8 **Indemnity**

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

4.9 **Subsequent Parties and Gender**

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

4.10 **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the Town, shall be addressed to the office of the Town Clerk at 105 Elgin Street West, Arnprior, Ontario K7S 0A8 or at such other address at which the Town offices are located in the future, and, if to the Owner or his agent, at the addresses provided in the application submitted for approval of the subject Subdivision or at such other address as the Owner may advise the Town in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

4.11 **Schedules**

The Owner covenants to comply with and fully satisfy the provisions of each of the schedules attached hereto which shall form part of this Agreement:

- Schedule “A” - Description of the Lands to which this Agreement Applies
- Schedule “B” - Estimated Cost of Works to be Constructed

Standard Subdivision Agreement, Revision 1/2012

| | |
|----------------|---|
| Schedule “C” - | Securities and Cash Payable |
| Schedule “D” - | Financial Requirements |
| Schedule “E” - | Transfer of Lands for Public Purposes |
| Schedule “F” - | Special Conditions |
| Schedule “G” - | Required Wording of Letter of Credit |
| Schedule “H” - | Required Wording of Insurance Certificate |
| Schedule “I” - | Agreement Index |

4.12 **Paragraph Headings**

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT Arnprior, this _____ day of June 2023.

| | | |
|------------------------------|---|--|
| SIGNED, SEALED and DELIVERED |) | 2829246 ONTARIO INC. |
| in the presence of |) | |
| |) | |
| |) | |
| |) | _____ Jeffrey York, Vice President |

IN WITNESS WHEREOF the Town of Arnprior has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

DATED AT Arnprior, this _____ day of June 2023.

| | | |
|------------------------------|---|-------------------------------------|
| SIGNED, SEALED and DELIVERED |) | Corporation of the Town of Arnprior |
| |) | |
| |) | |
| |) | _____ Mayor Lisa McGee |
| |) | |
| |) | |
| |) | _____ Clerk Maureen Spratt |

SCHEDULE “A”

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

A total of four (4) blocks for townhouse units (Blocks 2 to 5, inclusive), one block for low-medium density apartment dwellings (block 7), three (3) 0.3 metre reserve blocks (8 to 10, inclusive for the Town of Arnprior), 1 block for stormwater management (Block 1), and one park block (block 6) as per M-Plan 49M-_____ prepared by Annis, O’Sullivan, Vollebekk Ltd.

Firstly: The whole of Blocks 1 to 10 inclusive as shown on Plan 49M-_____,
Registered in the Land Registry Office for the Land Titles Division of Renfrew
No. 49

LIST OF STREET NAMES APPROVED BY THE TOWN

The streets, namely: Corb Stewart Court

PLAN OF SUBDIVISION

Plan of Subdivision prepared by Annis, O’Sullivan, Vollebekk Ltd. and signed by _____, Ontario Land Surveyor, dated _____ 2023 shows the Plan of Subdivision referred to in Clause 2.1 of this Agreement and the lands described in Schedule “A” hereof. The final Plan will be registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49.

The approval applies to the draft plan certified by Annis, O’Sullivan, Vollebekk Ltd., dated October 28, 2019.

SCHEDULE “B”

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

The Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Town, at its sole expense, including, but not limited to, the phasing of the Subdivision registration, the design and construction of Roads, services, utilities and drainage, in accordance with Town Specifications, Standards and By-laws, and all works required under the Drainage Agreement, all to the satisfaction of the Town.

| Item | Quantity | Unit Cost | Cost | Total Cost | Notes |
|--|--------------|-----------|--------------|----------------|-------|
| GENERAL | | | | | |
| As-Built Drawings | 1 ea. | \$3,500 | \$3,500.00 | | |
| OCTV Inspections | 1 ea. | \$17,000 | \$17,000.00 | | |
| Erosion & Sediment Control | 1 ea. | \$15,000 | \$15,000.00 | | |
| | | Sub-total | \$35,500.00 | \$35,500.00 | |
| CULVERTS | | | | | |
| 450mm C8P | 6 | \$250 | \$1,500.00 | | |
| 600mm C8P | 20 | \$375 | \$7,500.00 | | |
| | | Sub-total | \$9,000.00 | \$9,000.00 | |
| STORM SEWERS | | | | | |
| Connections | 1 ea. | \$2,500 | \$2,500.00 | | |
| 600mm x 600mm Catch Basins | 6 ea. | \$3,000 | \$18,000.00 | | |
| 1200mm Manholes | 14 ea. | \$7,500 | \$105,000.00 | | |
| 1500mm Manholes | 1 ea. | \$9,500 | \$9,500.00 | | |
| Stormceptor Manholes | 1 ea. | \$25,000 | \$25,000.00 | | |
| Iron Adjustments | 12 ea. | \$250 | \$3,000.00 | | |
| 28 Soleno Hydrostor | 1 ea. | \$75,000 | \$75,000.00 | | |
| CB-Ls | 2 ea. | \$150 | \$300.00 | | |
| ICDs | 4 ea. | \$2,000 | \$8,000.00 | | |
| 250mm HDPE Perforated Sub-Drain | 205 m | \$200 | \$40,960.00 | | |
| 100mm PVC | 121.6 m | \$165 | \$20,064.00 | | |
| 200mm PVC | 32.5 m | \$225 | \$7,312.50 | | |
| 250mm PVC | 189.9 m | \$250 | \$47,475.00 | | |
| 300mm PVC | 20.9 m | \$300 | \$6,270.00 | | |
| 300mm HDPE | 6.8 m | \$250 | \$1,700.00 | | |
| 600mm HDPE | 11.3 m | \$500 | \$5,650.00 | | |
| 450mm Concrete | 118.9 m | \$350 | \$41,615.00 | | |
| 525mm Concrete | 98.8 m | \$400 | \$39,520.00 | | |
| | | Sub-total | \$456,866.50 | \$456,866.50 | |
| WATER MAINS | | | | | |
| Connections | 2 ea. | \$2,500 | \$5,000.00 | | |
| Curb Stops & Service Posts | 24 ea. | \$1,250 | \$30,000.00 | | |
| Valves & Valve Boxes | 10 ea. | \$2,250 | \$22,500.00 | | |
| Fire Hydrants | 4 ea. | \$7,500 | \$30,000.00 | | |
| 15mm PEX | 468.2 m | \$150 | \$70,230.00 | | |
| 150mm PVC | 42.2 m | \$300 | \$12,660.00 | | |
| 200mm PVC | 442.0 m | \$400 | \$176,800.00 | | |
| | | Sub-total | \$347,190.00 | \$347,190.00 | |
| SANITARY SEWERS | | | | | |
| Connections | 1 ea. | \$2,500 | \$2,500.00 | | |
| 1200mm Manholes | 7 ea. | \$7,500 | \$52,500.00 | | |
| Iron Adjustments | 7 ea. | \$250 | \$1,750.00 | | |
| 135mm PVC | 395.4 m | \$185 | \$73,149.00 | | |
| 150mm PVC | 31.0 m | \$200 | \$6,200.00 | | |
| 250mm PVC | 348.1 m | \$250 | \$87,025.00 | | |
| | | Sub-total | \$223,124.00 | \$223,124.00 | |
| ROADS | | | | | |
| 150mm Barrier Curb, Depressed Curb | 762.5 m | \$120 | \$91,500.00 | | |
| 1.5m Concrete Sidewalk | 230.0 m | \$60 | \$13,800.00 | | |
| 1.8m Concrete Sidewalk | 281.7 m | \$70 | \$19,719.00 | | |
| T&W | 11 ea. | \$170 | \$1,870.00 | | |
| Pavement reinstatement & Asphalt overlay | 1,548.2 sq.m | \$80 | \$123,856.00 | | |
| Light-Duty Pavement | 2,239.1 sq.m | \$70 | \$156,737.00 | | |
| Heavy-Duty Pavement | 2,782.9 sq.m | \$90 | \$250,461.00 | | |
| Geotextile filter cloth beneath granular B | 5,022.0 sq.m | \$4 | \$20,088.00 | | |
| Streetlights | 1 ea. | \$45,000 | \$45,000.00 | | |
| Streetlight disconnect | 1 ea. | \$2,250 | \$2,250.00 | | |
| 75mm streetlight duct and wire | 1 ea. | \$12,000 | \$12,000.00 | | |
| | | Sub-total | \$737,281.00 | \$737,281.00 | |
| FENCING | | | | | |
| 1.5m Chain Link Fence | 590 m | \$85 | \$50,150.00 | | |
| | | Sub-total | \$50,150.00 | \$50,150.00 | |
| LANDSCAPING | | | | | |
| Deciduous Trees (60mm cal.) | 28 ea. | \$750 | \$21,000.00 | | |
| Coniferous Trees (180cm ht.) | 14 ea. | \$450 | \$6,300.00 | | |
| Coniferous Shrubs | 28 ea. | \$45 | \$1,260.00 | | |
| Deciduous Shrubs | 213 ea. | \$40 | \$8,520.00 | | |
| Perennials | 62 ea. | \$25 | \$1,550.00 | | |
| Ornamental Grass | 38 ea. | \$25 | \$950.00 | | |
| Bicycle Rack | 1 ea. | \$1,600 | \$1,600.00 | | |
| Sod (plus topsoil) | 6,385 sq.m | \$10 | \$63,850.00 | | |
| | | Sub-total | \$105,030.00 | \$105,030.00 | |
| | | Total: | | \$1,954,141.50 | |

SCHEDULE “C”

SECURITIES AND CASH PAYABLE

File No. 47-T-19004

Developer: 2829246 Ontario Inc.

Development Location: PT LT 4, CON B AS IN R206469; TOWN OF ARNPRIOR - MCNAB (to be updated with full legal description with PIN)

| | | | |
|-----|---|--------------|---------------|
| 1. | Security Amount Required | | |
| 1.1 | 100% of Total Estimated Cost of Works | = | \$1,964141.50 |
| 2. | Cash Payable | | |
| 2.1 | Street Name Sign Deposit (\$35.00 x 2) | = \$ | 70.00 |
| 2.2 | Street Name Posts (\$20 x 1) | = \$ | 20.00 |
| 2.3 | Stop Signs (\$85 x 1) | = \$ | 85.00 |
| 2.4 | Cash-in-lieu of Parkland | = | N/A |
| 2.5 | Contribution for sidewalk on Baskin | = \$ | 20,800.00 |
| 2.6 | Peer review costs | = \$ | 3,195.25 |
| | | | |
| | | Sub total | = \$24,170.25 |
| | | Less Deposit | = \$10,000.00 |
| | | TOTAL | = \$14,170.25 |
| | | | |
| | 2.4 Other (including legal fees) | = | TBD |
| | | | |
| | TOTAL CASH PAYABLE BY CERTIFIED CHEQUE: | = | \$14,170.25 |

SCHEDULE “D”

FINANCIAL REQUIREMENTS

1. Financial Requirements

The Owner shall pay to the Town, by cash or certified cheque, the charges and fees where applicable as set out in this Agreement and other financial requirements, including legal fees and development charges, that may be required of the Town as established by by-law or resolution of the Council of the Town from time to time, which pertain to this Subdivision and are not specifically referred to herein. It is the Owner’s responsibility to verify which financial requirements are applicable to this Subdivision and the Owner shall pay same when required by the Town.

2. Insurance Policy

The Owner shall provide, before execution of this Agreement and keep in force during the construction of the Subdivision a comprehensive policy of public liability and property damage insurance acceptable to the Town with a financially sound and reputable insurance company which shall cover the ownership of the property described in this Agreement and include construction, installation, repair or maintenance of all Works and services. It shall include, but not be limited to:

1. Commercial Liability Insurance

Commercial general liability insurance applying to all operations of the Owner which shall include coverage for bodily injury or death, broad form property damage, products and complete operations liability, owner’s and contractor’s protective liability, blanket contractual liability, contingent employer’s liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring and underpinning, or from any other activity or Work that may be done in connection with the development of the Subdivision. Such policy shall be written with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS exclusive of interest or costs, per occurrence and shall include the Town and its consulting engineers as additional insureds;

2. Automobile Liability Insurance

Automobile liability insurance with an inclusive limit of liability of FIVE MILLION (\$5,000,000.00) DOLLARS on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles;

The Owner shall provide the Town with satisfactory evidence of insurance coverage from the Owner’s contractors that mirrors the requirements set out in paragraph 2 above prior to commencing performance of any Works or services and shall continue to do so until 24 months following assumption of the Work. The Owner shall supply the Town with a Completed Certificate of Insurance in a form acceptable to the Town and in accordance with Schedule H attached hereto;

The Owner covenants and agrees that the Insurance provisions and requirements contained herein, shall apply to all existing and proposed development and in all previous phases of the Subdivision which shall take effect upon the renewal date of and existing insurance policies that apply to said previous phases;

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.

3. Financial Security

Before this Agreement is executed by the Town, the Owner shall deposit with the Town a sufficient sum in cash or irrevocable letter of credit or other financial security acceptable to the Town Treasurer and herein referred to as the “financial security” to meet the financial requirements of this Agreement as set out in Schedule “B” with the exception that if the construction of services and the development of the lands described in Schedule “A” are to be by phases, the Owner shall deposit with the Town the financial security required for such phases and before commencing the construction of service in subsequent phases the Owner shall deposit with the Town the financial security for the particular phase in which the Owner wishes to commence the construction of services. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Town, such letters of credit being in the form attached hereto as Schedule “G”, the following provisions shall also apply:

(a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Town in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

(b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.

(c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited under the provisions of this clause.

4. Interest and Payment Accounts

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Owner to the Town on all sums of money payable to the Town herein which are not paid on the due dates calculated from such due dates.

5. Approval/Acceptance – Financial Security

(a) Upon Approval of any of the Works or part thereof by the Town, the Town may permit a reduction of the financial security relating to the construction of the Works. The Approval of such stage in the construction of the Works shall be dated as of the date of the Owner’s application for Approval thereof.

(b) Upon Approval by the Town of any further part of the Works or all of the Works by the Town, the Town may permit a further reduction in the financial security relating to the Works. The Approval of such Works or part thereof shall be dated as of the date of the Owner’s application for Approval thereof. The Town reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Works and that at no such time would the Town hold less security than the cost of completing the Works. In addition, the Town shall retain sufficient security relating to such other Works to cover the Owner’s warranty and maintenance obligations stipulated in this Agreement with respect to such Works

Standard Subdivision Agreement, Revision 1/2012

and to satisfy the requirements of Clause (8) of this Schedule related to construction liens. Responsibility for restoration shall continue until Acceptance by the Town.

(c) The Owner covenants and agrees to restore to the satisfaction of the Director, any faulty workmanship or materials used in construction of the Works outlined in Schedule “B” or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Works or buildings. Such responsibility for restoration shall continue for a period of one year after Acceptance of the Works by the Town.

(d) Upon Acceptance of the said Works by the Town and upon the Town being satisfied there are no construction liens affecting any of the Works, the Owner shall be entitled to have released to it all financial security then held by the Town under this Agreement. It is understood that the Owner shall not be entitled to receive Acceptance of any Road until the services under such Road have received Acceptance.

6. Inspection for Release of Financial Security

It is hereby understood that it is the Owner’s responsibility to make applications to the Director for the inspection of any completed Works for which the Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

7. Default – Financial Security

After having first notified the Owner, the Town may at any time authorize the use of the whole or part of the amount of the financial security referred to in Schedule “D” hereof to pay the cost of any Works that the Director deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Town deems necessary, shall be held by the Town until Acceptance of the Works, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Schedule “D” hereof, the Director may recommend the reduction of such financial security from time to time as Works are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

8. Construction Liens

(a) The Owner agrees that it will hold back from its payments to any contractors who may construct any of the Works (including Roads) such sum or sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended from time to time and will otherwise indemnify and save harmless the Town against any claims, suits, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs in connection with the same, and on the demand of the Town, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Works or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Works.

(b) Notwithstanding anything herein contained, the Owner agrees that the Town shall not be required to release the financial security relating to the Works being constructed pursuant to this Agreement until the Town is satisfied that there are no claims for construction liens relating to the Works and that the time for claiming a construction lien has expired. The Owner acknowledged that the Town shall continue to hold at least 10% of the financial security until such period of time has expired.

(c) In the event that a claim for lien is registered under the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for lien in respect of a public street or highway included in the Works is given to the Clerk of the Town, the Owner shall be deemed to be in default of this

Standard Subdivision Agreement, Revision 1/2012

Agreement and the Town, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Town shall use the financial security to complete the Works specified in Schedule “B” hereon on behalf of the Owner. The Town may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, as amended.

9. Town’s Lien

The Town shall have a lien against the lands and premises upon which this Agreement is registered for any amount the Town expends in carrying out any of the obligations of the Owner under this Agreement or for any other debts due by the Owner to the Town for Works done by the Town under this Agreement, over and above the amount of the said security deposited with the Town to secure such obligations.

10. Pre-Servicing Requirements

Upon Draft Plan approval and receipt of all agency approvals and a permit to commence work from the Director of Public Works, Town services within the Plan of Subdivision may be installed provided appropriate financial security, insurance and a letter of indemnity are posted with the Town, to the satisfaction of the Town solicitor.

SCHEDULE “E”

TRANSFER OF LANDS FOR PUBLIC PURPOSES

The Owner, at its expense, shall transfer to the Town the following lands and request the lifting of reserves, as listed, forthwith upon registration of this Agreement. All such deeds shall be in a form satisfactory to the Town Solicitor.

- A. **Road Widening** – intentionally deleted
- B. **Parkland** – Block 6 on Plan 49M-_____ to the Town of Arnprior.
- C. **Walkway** – intentionally deleted
- D. **Reserves**

0.3 metre reserves shown as Blocks 8 to 10 inclusive, Plan 49M - _____ to the Town of Arnprior.
- E. **Stormwater Management** – Block 1, Plan 49 M – _____ to the Town of Arnprior
- F. **Servicing Block** – intentionally deleted
- G. **Easements**
Drainage/Catch basin easements over parts 2, 3, 4 and 6 inclusive, on reference plan 49R- _____ shall be granted to the Town free of any encumbrances.

NOTE: The Owner agrees to pay all costs associated with the preparation of legal plans for the lifting of reserves by the Town.

SCHEDULE “F”

SPECIAL CONDITIONS

A. PHASING OF DEVELOPMENT

The Town and the Owner each acknowledge and agree that the construction of Works set out in this Agreement may occur in phases. The Owner acknowledges that it has estimated the cost of the Works for all phases in Schedule “B”. The Town reserves the right to re-estimate the cost of the Works for any subsequent phase and to require the Owner to provide financial security for such phases in accordance with such re-estimated cost, to the satisfaction of the Director.

Construction of various phases is subject to the approval of the Town. To ensure that each phase can function independently, phases will not be approved by the Town unless associated services and road network provided for safety, servicing and road continuity, all in accordance with good engineering and municipal practice.

The Owner agrees to submit a written construction schedule for the Works required in each phase of the development of the Director for approval at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule will not be construed as being (a) a request to start construction; (b) acceptance of the schedule by the Town, or (c) permission to start construction. Failure to comply with the foregoing may result in delays due to the Town being unable to assign inspectors. In addition, approval of the construction schedule by the Town will not be construed as relieving the Owner, from its obligations specified elsewhere in this Agreement. All Works will be completed to final acceptance within forty-eight (48) months from the date of registration of the Plan of Subdivision.

The Owner undertakes and agrees that construction of the Works will be in accordance with the staging or phasing set out below unless written authority is obtained from the Director to do otherwise:

Phase 1: Blocks 1 to 10 inclusive, on 49M-_____

B. ENGINEERING REPORTS/PLANS/DRAWINGS

The following Engineering reports/plans/drawings apply to this Subdivision and, except where otherwise direct in writing by the Director, the development of this Subdivision, the construction of all Works, and the use by the Owner of the lands within the Subdivision will be in accordance with these engineering reports/plans/drawings:

Plans:

1. Composite Utility Plan, Job No. 19016, drawing No. CUP-1 of 1, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 13, dated April 12, 2023.
2. Site Servicing Plan, Job No. 19016, drawing No. C-1 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
3. Existing Conditions Decommissioning's and Removals, Job No. 19016, drawing No. C-2 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
4. Grading Plan, Job No. 19016, drawing No. C-3 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
5. Erosion & Sediment Control Plan, Job No. 19016, drawing No. C-4 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
6. Notes & Schedules, Job No. 19016, drawing No. C-5 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.

7. Details 1, Job No. 19016, drawing No. C-6 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
8. Details 2, Job No. 19016, drawing No. C-7 of 12, prepared by D. B. Gray Engineering Inc., dated February 18, 2022, revision 3, dated August 31, 2022.
9. Drainage Plan, Job No. 19016, drawing No. C-8 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
10. Plan and Profile STA B+219.4 to B+278.2, STA A+314.5 to 351.9, Job No. 19016, drawing No. C-9 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
11. Plan and Profile STA B+054 to B+219.4, Job No. 19016, drawing No. C-10 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
12. Plan and Profile STA B+54.0 to B+000.0 STA A+129.9 to A+000.0, Job No. 19016, drawing No. C-11 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 7, dated August 31, 2022.
13. Fire Route, Job No. 19016, drawing No. C-11 of 12, prepared by D. B. Gray Engineering Inc., dated July 4, 2019, revision 1, dated August 31, 2022.
14. Landscape Plan, Project No. 1166, drawing No. L1.01, prepared by Levstek Consultants, dated August 2019, revision 3, dated April 20, 2022.
15. Streetlight Layout Plan, drawing No. 121315-SL1, prepared by Novatech Engineers, Planners & Landscape Architects, dated April 12, 2023, revision 3, dated May 29, 2023.
16. Streetlight Calculation Plan, drawing No. 121315-SL2, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 29, 2023.
17. Stormwater Storage Chamber Section View, prepared by D.B. Gray Engineering Inc., Undated.
18. Soleno Hydrostor HS180 System, Prepared by Soleno, dated November 22, 2017.
19. Hydrostor, The System for Experts, Prepared by Soleno, undated.

Reports/Studies:

1. Servicing & Stormwater Management Report, Baskin Drive West Residential Development, Arnprior, Ontario, Report No. 19016, Prepared by D. B. Gray Engineering Inc., dated September 29, 2021, revision dated August 31, 2022.
2. Streetlight Voltage Drop Calculations, Project No. 121315, Prepared by Novatech Engineers, Planners & Landscape Architects, dated May 25, 2023, revision dated May 29, 2023.
3. Architectural Design Guidelines, SJL Ref. No. SL_1014_20 Corb Stewart Apartments, Prepared by S. J. Lawrence Architect Incorporated, dated March 29, 2022.
4. HydroStor Inspection and Maintenance Guide, Prepared by Prinsco, dated September 2019.
5. HydroStor Installation Guide, Prepared by Soleno, dated February 2018.
6. Phase 1 Environmental Site Assessment – 115-117 Baskin Drive West, Arnprior, Ontario, Cambium reference No. 14071-001, Prepared by Cambium, dated November 25, 2021.
7. Geotechnical Investigation Proposed Residential Development 115-117 Baskin Drive West, Arnprior, Ontario, Report Ref. No.: PG5831-1, Prepared by Paterson Group Inc., dated August 13, 2021.
8. Sun/Shadow Analysis, Project No. SL – 936 -18, Prepared by S. J. Lawrence Architect Inc., dated August 9, 2019.
9. Traffic Impact Study, Baskin Subdivision 115-117 Baskin Drive West, Arnprior, Ontario, Prepared by D. J. Halpenny & Associates Ltd., dated November 22, 2019.

10. Planning Rationale in Support of Applications for Subdivision and Zoning By-law Amendment Baskin Subdivision, Prepared by Holzman Consultants Inc., dated November 1, 2019.

C. COVENANTS TO BE INCLUDED IN CONTRACTS OF SALE AND TRANSFERS

1. Tree Planting and Conservation Plan

The Purchaser has been advised that the Owner shall supply and plant one (1) tree in the front yard, per building lot as set out in Schedule “B” and Schedule “F”. The tree shall be of one of the following species:

- a. Deciduous trees of a minimum size - 60mm cal. Red Maple, Common Hackberry, Skyline Honeylocust, Bur Oak, or Red Oak
- b. Coniferous trees of a minimum size – 180 cm ht. Colorado Green Spruce, Red Pine, White Pine

2. Fences

The Owner shall erect a chain link fence on the owner’s land, along the entire frontage of any abutting municipal lands. Chain link fencing shall be constructed to the Town’s standards and shall be black vinyl-coated chain link; 38 mm mesh construction, with 3.5 mm wire diameter and a minimum 1.5 metres in height, to the satisfaction of the Director. No gates shall be installed nor any portion of said fencing removed without the approval of the Director.

4. Site Plan – Multi Unit

The Owner acknowledges that multi-unit residential blocks are subject to the Town’s Site Plan Control By-law and that further subdivision of the blocks shown on the plan are subject to Part Lot Control.

5. Streetscape/Architectural Control Guidelines

The Owner shall ensure that all units for sale and all building permits shall comply with the approved streetscape/architectural control guidelines, prepared in accordance with Section E7.4 of the Town’s Official Plan, to the satisfaction of the Town.

D. CONDITIONS OF PLAN APPROVAL

1. The County of Renfrew’s conditions and amendments to final plan approval for registration of the subdivision File No. 47-T-19004, dated January 6, 2021 is hereby considered to be repeated in its entirety and forms part of this Agreement.

SCHEDULE “G”

REQUIRED WORDING OF LETTER OF CREDIT
(to be prepared on Bank letterhead)

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

We, the undersigned, _____ (hereinafter called “the bank”) hereby establish an irrevocable Letter of Credit in favour of the Town of Arnprior (hereinafter called “the Town”) in the amount of _____ (\$.00) Dollars which may be drawn by you to the extent required for the proper fulfillment by _____ of its obligation pursuant to a Subdivision Agreement between the Town of Arnprior and _____.
Dated the _____ day of _____, 2023, with respect to Project: _____ (hereinafter called “the Agreement”).

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the Town. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Town.

Any written demand for payment pursuant to this Letter of Credit by the Town will be the Bank’s sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Town will, it its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the Town pursuant to the obligations incurred or to be incurred by _____ pursuant to the Agreement. Any breach by _____ of the Agreement shall entitle the Town to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of the lien pursuant to the *Construction Lien Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the Town to call upon this Letter of Credit to discharge the obligations imposed on the Town by virtue of the said *Construction Lien Act*, R.S.O. 1990, Chapter C.30.

This Letter of Credit will continue up to the _____ day of _____, 2023, and will expire at 11:50 p.m. on that date.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____ this, _____ day of _____, 2023.

Per: _____

SCHEDULE “H”

REQUIRED WORDING OF INSURANCE CERTIFICATE

This is to certify that the insured set forth, is insured with the Insurance Company, which insurance is described below:

Insurance Company:
Name of Insured:
Address of Insured:
Class of Insurance: Comprehensive/Commercial General Liability
Policy Number:
Effective Date:
Expiry Date:
Coverage Limit: \$5,000,000.00
Deductible:
Broker Name:
Project:

Commercial General Liability – Including Personal Injury’ Contractual Liability; Non-Owner Automobile Liability; Owner’s and Contractor’s Protective Coverage; Products – Completed Operations; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- ☐ Town of Arnprior
- ☐
- ☐
- ☐
- ☐

has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the Town of Arnprior shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

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

Telephone: 613-623-4231

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid Town of Arnprior, the day and date herein written below:

Date: _____

Name of Insurance Company (not broker): _____

Name of Insurance Broker: _____

Authorized Representative or Official By: _____

Standard Subdivision Agreement, Revision 1/2012

SCHEDULE “I”

AGREEMENT INDEX

Agreement Statement and Whereas Clauses

Clause 1 Definitions

Clause 2 General Requirements

- 2.1 Lands
- 2.2 Scope of Works
- 2.3 Municipal Covenants
- 2.4 Notices to Purchasers
- 2.5 Information for Sales Offices
- 2.6 Engineering Services
 - 2.6.1 General
 - 2.6.2 Professional Engineer
 - 2.6.3 On Site Inspection
 - 2.6.4 Testing of Works

Clause 3 Construction Requirements

- 3.1 Ministry of Environment Certification
- 3.2 Schedule of Works
- 3.3 Protection of Public Lands
- 3.4 Inspection of Works
 - 3.4.1 Approval of Works
 - 3.4.2 Maintenance of Works
 - 3.4.3 Acceptance of Works
- 3.5 Remedy for Default of Works
- 3.6 Sewers
- 3.7 Water Plant
- 3.8 Utilities
 - 3.8.1 Composite Utility Plan
 - 3.8.2 Relocation of Utilities
- 3.9 Roads
 - 3.9.1 Roads-Winter Preparation
- 3.10 Curbs and Sidewalks
- 3.11 Walkways
- 3.12 Street Lighting
- 3.13 Street Name Signs, Traffic Signs and Pavement Markings
- 3.14 Fencing
- 3.15 Noise Attenuation Measures
- 3.16 Grading and Drainage
- 3.17 Storm Water Management
- 3.18 Landscaping
- 3.19 Preservation of Existing Trees and Vegetation
- 3.20 Parkland and Open Space Development
 - 3.20.1 Cash-in-Lieu of Parkland
 - 3.20.2 Parkland and Open Space Servicing
- 3.21 Building and Zoning Restrictions
 - 3.21.1 General Requirements – Building Permits
 - 3.21.2 Occupancy Requirements
 - 3.21.3 Construction/Sales Offices
 - 3.21.4 Driveway Locations
 - 3.21.5 Snow Cleaning and Garbage Collection Restrictions
 - 3.21.6 Maintenance of Vacant Lots and Blocks

Standard Subdivision Agreement, Revision 1/2012

| | |
|----------------|--|
| Clause 4 | Legal Requirements |
| 4.1 | Registration of Plans and Documents |
| 4.2 | Inhibiting Order |
| 4.3 | Encumbrancers' Consent and Subordination/Postponement |
| 4.4 | Revisions to Agreement |
| 4.5 | Arbitration |
| 4.6 | Estoppel |
| 4.7 | Changes to Agreement |
| 4.8 | Indemnity |
| 4.9 | Subsequent Parties and Gender |
| 4.10 | Notices |
| 4.11 | List of Schedules |
| Schedule "A" - | Description of the Lands to Which this Agreement Applies |
| Schedule "B" - | Estimated Cost of Works to be Constructed |
| Schedule "C" - | Securities and Cash Payable |
| Schedule "D" - | Financial Requirements |
| Schedule "E" - | Transfer of Lands for Public Purposes |
| Schedule "F" - | Special Conditions |
| Schedule "G" - | Required Wording of Letter of Credit |
| Schedule "H" - | Required Insurance and Wording of Insurance Certificate |
| Schedule "I" - | Agreement Index |



Municipal Grant Application: Terry Fox Foundation – Waive Rental Fees for Robert Simpson Park Gazebo (Terry Fox Run)

Moved by _____

Seconded By _____

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Terry Fox Foundation; and

Whereas the organizers of the local Terry Fox run is a group of volunteers who work in unison on raising funds for the Terry Fox Foundation to fund cancer research.

Therefore Be It Resolved That Council supports the Terry Fox Foundation request by providing in-kind support through waiving the rental fees for the Robert Simpson Park Gazebo, including chairs, tables, sound system, set up & tear down (value of approximately \$443.00) for their Terry Fox Run event to be held on September 17th, 2023;

Further That the Terry Fox Foundation 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.