



**Town of Arnprior**

**Regular Meeting of Council Agenda**

**Date: Monday, August 28<sup>th</sup>, 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 – July 10<sup>th</sup>, 2023** (Page 1-15)
  - b) **Special Meeting of Council – August 2<sup>nd</sup>, 2023** (Page 16-18)
  - c) **Special Meeting of Council – August 17<sup>th</sup>, 2023** (Page 19-20)
- 8. Awards / Delegations / Presentations**
- 9. Public Meetings**
  - a) **Official Plan Amendment No. 6 and Zoning By-Law Amendment No. 1/23 (Winners Circle Drive)**, Robin Paquette, CAO (Page 21-22)

## **10. Matters Tabled / Deferred / Unfinished Business**

## **11. Notice of Motion(s)**

## **12. Staff Reports**

- a) **Amend Open Air Buring By-Law No. 6974-19**, Cory Nicholas, Deputy Fire Chief (Page 23-25)
- b) **Community Improvement Grant (114 John Street North)**, Lindsay Wilson, MEDO (Page 26-30)
- c) **Zoning By-Law Amendment No. 2/23 (Phase 4 – Marshall's Bay Meadows)**, Robin Paquette, CAO (Page 31-44)
- d) **Zoning By-Law Amendment No. 3/23 (128 Mary Street)**, Robin Paquette, CAO (Page 45-49)
- e) **Zoning By-Law Amendment No. 4/23 (375 Daniel Street South)**, Robin Paquette, CAO (Page 50-57)
- f) **Clearwell Design Award**, John Steckly, GM, Operations (Page 58-61)
- g) **Proclamation – Terry Fox Day (September 17<sup>th</sup>, 2023)**, Oliver Jacob, A/ Deputy Clerk (Page 62-65)

## **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-Aug-14
  - ii. Correspondence Package A-23-Aug-12

## **15. By-laws & Resolutions**

- a) **By-laws**
  - i. **By-law Number 7411-23** – Amend Open Air Burning By-law (Private Properties) (Page 66)

- ii. **By-law Number 7412-23** – CIP Grant – 114 John Street North (Beaulieu) (Page 67-75)
- iii. **By-law Number 7413-23** – CIP Grant – 114 John Street North (Cunningham) (Page 76-84)
- iv. **By-law Number 7414-23** – CIP Grant – 114 John Street North (Scott) (Page 85-93)
- v. **By-law Number 7415-23** - Part Lot Control (Marshall's Bay Meadows Subdivision - Phase 3) (Page 94-95)
- vi. **By-law Number 7416-23** – Clearwell Design Award (Page 96)
- vii. **By-law Number 7417-23** – Contract Administration Award – J2PG (Page 97)
- viii. **By-law Number 7418-23** – Contribution Agreement with the Province of Ontario (RED Grant) (Page 98-122)

**b) Resolutions**

- i. **Request for Support – MFIPPA Changes** – Municipality of Chatham-Kent (Page 123-124)
- ii. **Request for Support – Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement** – Association of Municipalities of Ontario (AMO) (Page 125)

**16. Announcements**

**17. Media Questions**

**18. Closed Session**

**19. Confirmatory By-law**

By-law No. 7419-23 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**  
**July 10<sup>th</sup>, 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 Cloutier  
Councillor Tom Burnette  
Councillor Chris Toner  
Councillor Billy Denault  
Councillor Chris Couper

**Council Members Present (Electronic):**

**Town Staff Present**

Robin Paquette, CAO  
Jennifer Morawiec, GMCS / Treasurer  
Graeme Ivory, Director of Recreation  
John Steckly, GM, Operations  
Emily Stovel, Manager of Culture/Curator  
Jane Dowd, A/ Aquatic & Facility Services  
Supervisor  
Oliver Jacob, A/Deputy Clerk  
Shelley Mackenzie, Town 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 235-23  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**Be It Resolved That** the agenda for the Regular Meeting of Council dated Monday, July 10<sup>th</sup>, 2023 be adopted.

Resolution Carried

## **5. Disclosures of Pecuniary Interest**

County Councillor Lynch declared the following:

I, Dan Lynch, declare a pecuniary interest in item No. 18 on the July 10<sup>th</sup>, 2023 Council agenda. I am making this declaration as a family member may be named in the close session item.

## **6. Question Period**

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

Resolution Number 236-23

Moved by Chris Couper

Seconded by Tom Burnette

**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) Delegation**

#### **i) Arnprior Workforce Development, Eric Burton**

Mr. Burton of Factor5 Group presented his proposal to council regarding the Arnprior Workforce Development Network's community-led workforce development pilot project and responded to questions.

### **b) Presentations**

#### **i) Certificate of Appreciation, Mike Marcil**

Mr. Marcil was presented with a Certificate of Appreciation on behalf of Members of Council and the staff of the Town of Arnprior, to thank him for his outstanding contributions to the well-being of the Town of Arnprior. Council wished Mike all the best in his next adventure.

#### **ii) Update on Cultural Night Market, Emily Stovel, Manager of Culture/Curator**

Emily Stovel presented Council with an update on the 2023 Cultural Night Market and responded to questions.

## **9. Public Meetings**

None

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

None

## **11. Notice of Motions**

None

## 12. Staff Reports

**a) Awarding of Tender REC-2023-03 (Growing Outdoor Play at Legion Park and Caruso Park)**

Resolution Number 237-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council adopt a by-law to award the Growing Outdoor Play at Legion Park and Caruso Park project to CSL Group Ltd, at a cost of \$517,440.22 including net HST; and

**That** the budgetary shortfall of \$147,440.22 be funded from the Parkland Reserve to a total of \$108,963.79 and the Development Charges to a total of \$38,476.43; and

**That** Council authorize the CAO to enter into the agreement and related documents with CSL Group Ltd. for the subject works.

Resolution Amended

Resolution Number 238-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council amend Resolution No. 237-23 to include the installation of a new swing-set as part of the Legion Park project at a total additional cost of \$29,012.03 including net HST.

Resolution Carried

Resolution Number 239-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council adopt a by-law to award the Growing Outdoor Play at Legion Park and Caruso Park project to CSL Group Ltd, at a cost of \$546,452.25 including net HST; and

**That** the budgetary shortfall of \$176,452.25 be funded from the Parkland Reserve to a total of \$129,272.21 and the Development Charges to a total of \$47,180.04; and

**That** Council authorize the CAO to enter into the agreement and related documents with CSL Group Ltd. for the subject works.

Resolution Carried as Amended

**Adjourned 7:35pm for a brief recess.**

**Council back in session 7:38pm**

**b) Awarding of Contract for Phase 2 Field Investigations, Preliminary Design, and Detailed Design for Replacement of the 400mm Watermain River Crossing**

Resolution Number 240-23

Moved by Billy Denault  
Seconded by Chris Toner

**That** Council award the Phase 2 Field Investigations, Preliminary Design, and Detailed Design for Replacement of the 400mm Watermain River Crossing assignment to J.L. Richards and Associates Ltd. in the amount of \$162,407.50 plus HST; and

**That** Council authorize the CAO to execute the necessary documents to award the contract.

Resolution Carried

**c) Proclamation for National Drowning Prevention Week (July 16 to 22, 2023)**

Resolution Number 241-23

Moved by Lynn Cloutier

Seconded by Billy Denault

Jane Dowd, A/Aquatics and Facilities Service Supervisor & Graeme Ivory, Director of Recreation provided a presented on National Drowning Prevention week and responded to Council questions.

**That** Council proclaim July 16th to 22nd, 2023 as National Drowning Prevention Week in the Town of Arnprior.

**Whereas** in the Town of Arnprior, we are fortunate to have wonderful waterfront parks and beach and an indoor pool providing countless recreational opportunities for residents and visitors; and

**Whereas** drowning is a social equity issue that disproportionately affects children and adolescents in rural areas, with many countries around the world reporting drowning as the leading cause of childhood mortality and drowning being among the 10 leading causes of death globally for 5- to 14-year-olds; and

**Whereas** the mission of Lifesaving Society Canada is to prevent drowning throughout Canada and approximately 500 Canadians die in preventable water-related incidents each year;

**Whereas** most drownings are preventable in a Water Smart community, and only through Water Smart education and a healthy respect for the potential danger that any body of water may present can we genuinely enjoy the beauty and recreation opportunities offered by these bodies of water; and

**Whereas** the Town of Arnprior encourages families to supervise children who are in and around the water, to refrain from drinking alcoholic beverages while participating in

aquatic activities, and to always wear a lifejacket when boating; and Whereas Lifesaving Society Canada has declared July 16th to 22nd, 2023 as National Drowning Prevention Week to focus on the drowning problem and the hundreds of lives that could be saved this year;



**Therefore Be It Resolved That** the council for the Town of Arnprior do hereby proclaim July 16th to 22nd, 2023 as “National Drowning Prevention Week” in the Town of Arnprior and encourages all residents and visitors to practice good water safety while enjoying our local waterways and aquatic amenities.

Resolution Carried

**d) Request for Municipal Concurrence – Proposed Telecommunications Tower (Xplornet Communications Inc.)**

Resolution Number 242-23

Moved by Dan Lynch

Seconded by Lynn Cloutier

**That** Council receive Staff Report 2023-07-10-04, entitled “Request for Municipal Concurrence - Proposed Telecommunications Tower (Xplornet Communications Inc.)” for the lands municipally known as 0 Hartney Street; and

**That** Council direct the CAO to provide a statement of concurrence regarding the installation of the proposed telecommunication tower facility for the reasons outlined in this report and the Land Use Authority Recommendation Report prepared by CRINS-SINRC# 2302-0610-1127, dated July 5, 2023.

Resolution Carried

### **13. Council Committee Reports and Minutes**

**a) Mayor’s Report**

Mayor McGee reported on the following:

Mayor McGee had breakfast with the President and CEO, Arnprior Regional Health where they discussed some of the exciting initiatives of the hospital, as well as some of the challenges and barriers that they face with their many program offerings.

The Mayor was privileged to attend the Arnprior and District Hight School graduation ceremony where she presented the Town bursary. It was interesting to see some comments on social media after the event from people in attendance. They noted the generosity of the community with regards to bursaries and how pleasantly uncommon this is, even in communities with a much larger population. The Mayor was told that over \$50,000 in awards and bursaries were given out.

The Mayor attended the opening of the Green Valley Cannabis a couple of weeks ago. Their shop is spotlessly clean, sleek, modern, and accessible to all. Congrats on your new adventure!

At the Canada Day celebration, the Mayor had the honour of presenting the awards for Volunteer of the Year to Glenn Arthur, and Seniors of the year to Eric and Lois Ridgen. The park was full, there were incredible balloon sculptures, bouncy castles, food vendors, music and games, and plenty of smiles and laughter. What a fantastic day!

The Mayor was asked to participate in a video recording for submission for an exciting project last week. This project would bring national attention to beautiful Arnprior and support a growing business with some visionary ideas.

Mayor McGee attended the Senior's Appreciation Day at Sawmill Flats last week. She brought greetings from the town, and highlighted many of the community groups that we are lucky to have supporting our senior population. The Mayor highlighted some of the projects we have on the go for this year, including the pathways by the park, and recreation programming through the town and the SALC. She was told they had over 500 people through and there are people coming from Kingston, Belleville, Elliott Lake and Ottawa. They all love the vibe of Arnprior, which is no surprise to any of us around this table.

Lastly, rounding out the last couple of weeks were visits to the Concerts in the Park and Sunday markets.

**b) County Councilor's Report**

County Councillor Lynch reported on the following:

2022 Audit conducted by KPMG found no issues; and advised that in 2023 a new line will be added to the audit which will cost municipalities money. This information was provided to the General Manager, Client Services/Treasurer.

The General Manager, Client Services/Treasurer noted that planning for the new Public Sector Accounting Board (PSAB) requirements for Asset Retirement Obligations (ARO) is part of our 2023 workplan. Staff have formed a working group to complete the inventory and financial estimates. We are also working with Public Sector Digest to assist with the process and input into our CityWide Asset Management system and will be amending our Asset Policies for the changes. Our 2023 Audited Financial Statements will reflect the calculated ARO liability.

Three Notice of Motions were carried at the last County Council meeting as outlined below.

- **Housing and Homelessness**

Therefore Be It Resolved That the County of Renfrew calls upon the Government of Canada and Province of Ontario to ensure that application-based funding that is made available to address the province's Housing Supply Action Plan and Canada's National Housing Strategy is applicable to local governments, partnerships, and non-profits, and provides the necessary application time period to allow for appropriate community consultation and engagement;

- **OHIP Coverage for Chronic Pain Treatment**

Therefore, the County of Renfrew supports the National Chronic Pain Society in its request that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much needed care for the people of Ontario.

- **Appointment of Deputy Warden(s)**  
Pursuant to Section 17.1 of the County of Renfrew Procedural By-law 85-10 as amended, That Councillor Lynch and Councillor Murphy be appointed Deputy Wardens from July 1, 2023 and ending on December 12, 2023 (Inaugural meeting of Council).

The County of Renfrew's Emergency Services have been given approval to purchase a watercraft in the amount of \$14,000.

Ontario Ministry of Transportation Delegation – Ministry of Transportation's Darren Waters advised that \$8 million has been budgeted for rehabilitation of highways in the County; however, there has been no updated timeline identified as to when Highway 17 will be extended to Renfrew.

### **c) Committee Reports and Minutes**

Councillor Couper reported on the following updates:

- The Arnprior Public Library Board was advised that the work has been completed on the interior of the expansion space at the eastern side of the existing building. The outdoor revitalization is ongoing with work being done to replace a tree, install a book bench and working with local community groups to implement strategic plantings to support pollinators.
- As per Council's direction, the expansion has been named "Scharf Hall" in recognition of the financial contributions of the Scharf Family Trust and the Norma Hall bequest.
- Due to the construction project, excess dust has been identified as a challenge and additional cleaning services have been retained by the Board.
- KPMG has completed its annual audit of the Arnprior Public Library Board's finances.
- The Community Fridge project is advancing as a pilot project with sponsorship funding from Nu-Tech Precision Metals and an anonymous donor. An ad hoc committee of the Board has been appointed to lead the project consisting of Josie Scott, Ian Bartlett and Karen DeLuca.
- The Chief Librarian / CEO has identified an opportunity to work with a provincial library body to support the Library's strategic planning work.
- Additional Information Technology (IT) and Security support has been added to bolster the security of the Library and its networks.
- New Chromebooks and mobile Wi-Fi hotspots are available for lending to Library patrons.
- Library staff have created various themed displays and book selections to encourage patrons to think critically about the world around them. Topics have included censored and banned books around the world, Indigenous history and culture, seniors issues, 2SLGBTQ+ rights, and staying cool in the summer months.
- Summer programming has started for the 2023 season and programs registrations have been filling quickly (within 2 hours of registration opening).

- Staffing remains a challenge and access to the mobile Curby trailer at community events has been limited as a result.
- Most clubs have taken a hiatus for the summer months with the exception of the chess and knitting clubs which are continuing during the summer. There is also talk about the creation of a mahjong club in the fall.
- The Library would also like to thank the Optimist Club of Arnprior and the Rotary Club of Arnprior for their continued support.
- Planning has already started for Fall 2023 programming with author visits planned as well as the annual New Years Eve gala. More information will be available in the coming months about these exciting programs/events.
- The Arnprior Public Library has seen 639 new members thus far in 2023 (individuals not previously registered, not including renewals).

Councillor Toner reported on the following:

- Councillor Toner attended the Seniors Active Living Centre (SALC) committee meeting on June 19<sup>th</sup>, 2023. At this meeting, it was noted that membership renewals are currently underway with 250 renewals processed thus far; the summer calendar has been released with varied programming running Monday to Friday between 9:00 AM and 3:00 PM; bus trips have resumed including a recent trip to Smiths Falls; the outdoor gardens at the Galilee Centre are thriving with a part-time garden assistant hired; and volunteers continue to be recruited by SALC staff. In addition, the Men's Shed has been busy with a successful fair earlier this year and a new project aiming to create wooden toys for Canadian children in areas affected by wildfires.
- The Arnprior McNab/Braeside Archives is continuing to celebrate its 30<sup>th</sup> anniversary. They will be hosting a walking tour during the Cultural Night Market on August 26<sup>th</sup>, 2023. While the Archivist recruitment was not successful, the Board is happy to report that Emma Carey has agreed to return to her previous position as Archivist as of the end of June 2023. The Archives' social media campaign (Archives A to Z) was successful with lots of interest online.

## **14. Correspondence & Petitions**

### **a) Correspondence Package – I-23-JUNE-13**

Resolution Number 243-23

Moved by Chris Couper

Seconded by Dan Lynch

**That** the Correspondence Package No. I-23-JUN-13 be received as information and filed accordingly.

Resolution Carried

### County Councillor Lynch Update:

- Both Federal and Provincial governments are investing up to \$10 million through the Sustainable Canadian Agricultural Partnership to help the grape growing and beekeeping sectors offset extraordinary costs caused by significant grapevine and bee colony losses due to extreme weather conditions in 2021-22. Two new AgriRecovery initiatives will provide up to \$5 million for eligible grape growers and up to \$5 million for eligible commercial beekeepers.
- The Ontario government is continuing to strengthen protections for tenants by holding the rent increase guideline for 2024 at 2.5 per cent, well below the average inflation rate of 5.9 per cent.
- The Ontario government is investing \$16.5 million to train up to 600 new personal support workers across the province as part of its commitment to ensure long-term care residents receive an average of four hours of hands-on direct care each day by 2025.
- Locally, Willis College closes.
- The Ontario government is connecting people to a new treatment for those living with (ALS), also known as Lou Gehrig's disease. Ontario is the first Canadian jurisdiction to cover the new treatment, Albrioz, under the province's publicly funded drug program.
- The Ontario government is helping more students who want to become a paramedic in Ontario by adding more than 300 spaces in paramedic programs at provincial colleges across Ontario this year.
- If you own a houseboat the Ontario government is prohibiting floating accommodations from docking overnight on provincial waterways. This took place on July 1, 2023.
- The Ontario government is investing \$1.3 million to prepare 54 women, newcomers and others from underrepresented groups for in-demand careers in the trucking industry. Across Ontario, at least 6,100 more truck drivers are needed to fill job vacancies and to ensure families and businesses receive goods on time. Only two per cent of Ontario truck drivers are women, which is why the program will reimburse up to \$4,500 for childcare and other living expense.
- LAS is offering LED lighting solutions for your sports fields and ball diamonds. County Councillor Lynch asked Robin Paquette, CAO if the ball diamonds and sports fields currently have LED lighting.

Robin Paquette, CAO, noted that only the Sullivan Rink of Dreams is currently outfitted with LED lights; however, staff will be continuing to look at opportunities at other Town sites through the Parks and Recreation Master Plan and that a portion of the weir lights will be updated under the implementation of the Waterfront Master Plan.

### Councillor Couper noted the following:

- The Province of Ontario has announced that it will be creating 2,900 new child care spaces in Ottawa. He noted that it will be important for the Province of Ontario to address the childcare staffing recruitment and retention crises in order to build a stronger and more resilient childcare sector.

- The Province of Ontario is investing \$102,000,000 for the electric vehicle (EV) sector including \$91,000,000 in EV charging infrastructure in key areas (i.e. parks, arenas, etc.). He asked the CAO if the Town is looking at potential infrastructure projects at Town facilities.
  - Robin Paquette, CAO, noted that staff continue to investigate potential grant opportunities and that the Environmental Engineering Officer will be looking into synergies with provincial/federal energy policy moving forward.
- Arnprior Regional Health (ARH) provided more information on its decision to close the ARH Emergency Department for two (2) twelve-hour periods last month and the steps that it is taking to ensure that it can maintain sufficient staffing to avoid closures in the future (i.e. RN/RPN recruitment, paramedic triage, etc.).
- Arnprior Regional Health reports that it has completed 287 surgeries under its Total Knee Replacement Program, in collaboration with the Queensway Carleton Hospital. This has resulted in 30% more surgeries being completed than before the program was created last year. In addition, the ARH Auxiliary held its AGM earlier this year and recognized its 146 volunteers and the over 15,000 volunteer hours dedicated to their organization. They have also made monetary donations of over \$270,000 to Arnprior Regional Health and its capital campaigns.
- The Arnprior Public Library has designed summer programming that offer gift certificates to local businesses as incentives for children to read more books this season. In addition, Museum in the Park passes remain available for patrons, granting access for families to attend all of Ottawa's museums and Ontario's provincial parks.

Councillor Denault noted the following:

- The Province of Ontario has announced \$4,500,000 in manufacturing investments including \$675,000 in regional development funds for Eastern Ontario. He asked the CAO if the Town has informed local manufacturing businesses about this funding opportunity.
  - Robin Paquette, CAO, noted that the Marketing and Economic Development Officer will generally send out grant and other funding opportunities to local businesses when they become aware of them. In addition, manufacturing associations have existing knowledge sharing practices for industry innovations, best practices and funding opportunities.

#### **b) Correspondence Package – A-23-JUNE-11**

Resolution Number 244-23  
 Moved by Chris Couper  
 Seconded by Lynn Cloutier

**That** the Correspondence Package Number A-23-JUN-11 be received, and

**That** the recommendation(s) outlined be brought forward for Council's consideration.

Resolution Carried

## 15. By-laws & Resolutions

### a) By-laws

Resolution Number 245-23

Moved by Dan Lynch

Seconded Lynn Cloutier

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

- By-law Number 7404-23 as amended– Award Tender Legion/Caruso Parks
- By-law Number 7404-23 – River Crossing Part 2 Design

Resolution Carried

### b) Resolutions

#### **Municipal Grant Application: Arnprior Braeside-McNab Highland Dancing Association**

Resolution Number 246-23

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Arnprior-Braeside-McNab Highland Dancing Association; and

**Whereas** Arnprior-Braeside-McNab Highland Dancing Association is a registered not for-profit organization and runs in accordance with ScotDance Canada and the Royal Scottish Official Board of Highland Dancing, the regulatory body around the world; and

**Whereas** this event is in memory of Caitlin Stewart, a former highland dance student of this association, and contributes to the Town's economy by bringing out-of-town competitors and their families, striving to contribute to keeping the Town's Scottish culture alive;

**Therefore Be It Resolved** That Council supports the Arnprior-Braeside-McNab Highland Dancing Association 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 2023 Highland Dance Competition event to be held on August 27 th, 2023; and

**Further That** Council approves in-kind support through waiving the rental fees for the Nick Smith Centre Community Hall (value of approximately \$350.00) for use as a rain venue in the case of inclement outdoor weather at Robert Simpson Park; and

**Further That** the Arnprior-Braeside-McNab Highland Dancing Association 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

**Municipal Grant Application: Community Living Renfrew County South**

Resolution Number 247-23

Moved by Tom Burnette

Seconded by Dan Lynch

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from Community Living Renfrew County South; and

**Whereas** Community Living Renfrew County South is a community-based, non-profit organization which provides services to those with development disabilities; and

**Therefore Be** It Resolved That Council supports the Community Living Renfrew County South request by providing in-kind support through waiving the rental fees for the Robert Simpson Park Gazebo including access to power box (value of approximately \$93.50) for their Music In The Park event to be held on August 24th, 2023;

**Further That** the Community Living Renfrew County South 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

**Municipal Grant Application: Community Living Renfrew County South**

Resolution Number 248-23

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from Community Living Renfrew County South; and

**Whereas** Community Living Renfrew County South is a community-based, non-profit organization which provides services to those with development disabilities; and

**Therefore Be It Resolved That** Council supports the Community Living Renfrew County South request by providing in-kind support through waiving the rental fees for the Robert Simpson Park Gazebo, including access to power box (value of approximately \$93.50) for their Music In The Park event to be held on August 31st, 2023;

**Further That** the Community Living Renfrew County South 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



**Municipal Grant Application: Arnprior Agricultural Society – Waive Use Fees for Landfill Vouchers and Provision of Town Resources (2023 Valley Agriculture Festival)**

Resolution Number 249-23

Moved by Chris Toner

Seconded by Lynn Cloutier

**That** the Council of the Corporation of the Town of Arnprior receive the Municipal Grant Policy Application from the Arnprior Agricultural Society dated June 30th, 2023; and

**Whereas** the Arnprior Agricultural Society is an eligible community organization under the Municipal Grants Policy as it demonstrates a benefit to the community by running youth-based agricultural programming including the Valley Agricultural Festival (formerly known as the Arnprior Fair);

**Therefore Be It Resolved That** Council support the 2023 Valley Agricultural Festival by providing in-kind support as follows: • Two (2) free dump passes in total (20 yard roll off boxes) for the Arnprior Waste Disposal Site (total estimated value of \$800.00); • Use of Town picnic tables, bleachers, barricades and parking-related signage for the event (estimated value of approximately \$1,200.00 of staff time); and

**Further That** Council continues to stress the importance of recycling and reducing unnecessary waste going to the landfill; and Further That the support, as described, is granted to the Arnprior Agricultural Society for the 2023 Valley Agricultural Festival (August 4th, 5th and 6th, 2023).

Resolution Carried

**Resolution for Support: Association of Municipal Managers, Clerk and Treasurer's of Ontario (AMCTO)**

Resolution Number 250-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** the Council of the Corporation of the Town of Arnprior receive the correspondence from the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO); and

**Whereas** Municipal and School Board Elections are held once every four years as outlined in the Municipal Elections Act; and

**Whereas** AMCTO has been calling for a mandatory PA Days on election day for years since 2017 and Minister Lecce asked school boards to consider recognizing the election date; and

**Whereas** over 60% of school boards scheduled a Professional Activity (PA) Day on the 2022 Municipal and School Board election day, up 25% from the 2018 election;

**Therefore Be It Resolved That** Council supports AMCTO's request that the Province of Ontario designate Election Day in Municipal and School Board Elections as a Professional Activity (PA) Day across Ontario as part of their review of Regulation No. 304; and

**Further That** a copy of this resolution be sent to the Honourable Stephen Lecce, Minister of Education; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; and the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO).

## 16. Announcements

County Councillor Lynch made the following announcements:

- Special Olympics recently hosted another successful Golf Tournament. Greg Murdoch will be on the Canadian Golf Team which will be playing in the Special North American Olympics being held in New Jersey, USA. As well, Hannah Rochon made the snowshoe national team and Robert Reid made the National Bowling Team both of which are being held in Calgary, Alberta.
- The Arnprior Men's Shed has put Arnprior on the map again. The CBC Radio 91.5 FM reported today that the Men's Shed has been sending little wooden toys and trucks to wildfire victims in Nova Scotia. They partnered with our local Lion's Club who agreed to cover the shipping costs.
- Arnprior-McNab-Braeside Senior's At Home is having a BBQ at Robert Simpson Park on July 20<sup>th</sup>, 2023.

Councillor Couper made the following announcements:

- A local youth has opened a business called Tye Dye For and they have participated in the Arnprior Sunday Market at the complimentary youth booth.
- Congratulations to the new owners of Arnprior Home Hardware.
- Congratulations to Gail Cunningham, owner of Pretty In The Prior, who has recently celebrated 10 years in business.

## 17. Media Questions

None.

## 18. Closed Session

Resolution Number 251-23 (Council entered closed session at 9:05 p.m.)

Moved by Billy Denault

Seconded by Lynn Cloutier

**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 (Commemorative Naming Application)

County Councillor Lynch left Council Chambers at 9:06 p.m.

Resolution Carried

Resolution Number 252-23 (Council entered open session at 9:18 p.m.)

Moved by Chris Couper

Seconded by Lynn Cloutier

**That** Council resume to Open Session.

Resolution Carried

Resolution Number 253-23

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council authorize staff to proceed as directed in closed session.

Resolution Carried

County Councillor Lynch returned to the Council table at 9:18 p.m.

## **19. Confirmatory By-Law**

Resolution Number 254-23

Moved by Billy Denault

Seconded by Chris Couper

**That** By-law No. 7406-23 being a By-law to confirm the proceedings of the Regular Meeting of Council held on July 10th, 2023 be and it is hereby enacted and passed.

Resolution Carried

## **20. Adjournment**

Resolution Number 255-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** this meeting of Council be adjourned at 9:20 p.m.

Resolution Carried

## **Signatures**

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk



**Minutes of Special Council Meeting**  
**August 2<sup>nd</sup>, 2023 8:30 AM**  
**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 Clouthier  
Councillor Tom Burnette  
Councillor Chris Toner  
Councillor Billy Denault  
Councillor Chris Couper

**Council Members Present (Electronic):**

**Council Members Absent:**

**Town Staff Present**

Robin Paquette, CAO  
Jennifer Morawiec, GMCS / Treasurer  
Graeme Ivory, Director of Recreation  
Patrick Foley, Engineering Officer,  
Facilities and Assets  
John Steckly GM, Operations  
Oliver Jacob, A/ Deputy Clerk  
Shelley Mackenzie, Town Clerk

**1. Call to Order**

Mayor Lisa McGee called the Regular Council Meeting to order at 8:30 a.m. and welcomed those present.

**2. Roll Call**

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

**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.

**3. Adoption of Agenda**

Resolution Number 256-23  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**Be It Resolved That** the agenda for the Regular Meeting of Council dated Wednesday, August 2<sup>nd</sup>, 2023 be adopted.

Resolution Carried

#### **4. Disclosures of Pecuniary Interest**

None

#### **5. Staff Reports**

##### **a) Request for Award – PW-2023-09 (Nick Smith Centre Rink Replacement Design Services)**

Resolution Number 257-23

Moved by Chris Couper

Seconded by Dan Lynch

**That** Council award Tender No. PW-2023-09 Nick Smith Centre Rink Replacement Design Services to Architecture 49 Inc. for a total of \$144,763.00 (plus HST); and

**That** Council enact a bylaw authorizing the CAO to execute the agreements, and related documents with Architecture 49 Inc. to complete the scope of work specified.

Resolution Carried

##### **b) Awarding of Tender REC-2023-04 Waterfront Revitalization – Pathway and Lighting**

Resolution Number 258-23

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council adopt a by-law to award the tender for the Waterfront Revitalization – Pathway and Lighting project to Goldie Mohr Inc at a cost of \$960,213.00 (plus HST) and;

**That** Council authorize the inspection and contract administration services for the Waterfront Revitalization – Pathway and Lighting project to JP2G Consultants Inc. for a total of \$36,560.00 (plus HST); and

**That** the budgetary shortfall of \$213,316.20 be funded by \$31,997.43 from the Development Charges Reserve Fund and \$181,318.77 from the Capital Expenditure Reserve Fund; and

**That** Council authorize the CAO to the agreement and related documents with Goldie Mohr Ltd. and JP2G Consultants Inc. for the subject works.

Resolution Carried

#### **6. By-laws & Resolutions**

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

Resolution Number 259-23

Moved by Lynn Cloutier

Seconded by Dan Lynch

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

- By-law Number 7407-23 – Award Tender No. PW-2023-09 (Nick Smith Centre – Rink Replacement Design Services)

- By-law Number 7408-23 – Award Tender No. REC-2023-04 (Waterfront Revitalization – Pathway and Lighting)

Resolution Carried

## **7. Confirmatory By-Law**

Resolution Number 260-23

Moved by Billy Denault

Seconded by Chris Toner

**That** By-law No. 7409-23 being a By-law to confirm the proceedings of the Special Meeting of Council held on August 2<sup>nd</sup>, 2023 be and it is hereby enacted and passed.

Resolution Carried

## **8. Adjournment**

Resolution Number 261-23

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** this special meeting of Council be adjourned at 8:44 a.m.

Resolution Carried

## **Signatures**

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk



**Minutes of Special Council Meeting**  
**August 17<sup>th</sup>, 2023 8:00 AM**  
**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 Cloutier  
Councillor Tom Burnette  
Councillor Chris Toner  
Councillor Billy Denault

**Council Members Present (Electronic):**

Councillor Chris Couper

**Town Staff Present**

Robin Paquette, CAO  
Jennifer Morawiec, GMCS / Treasurer  
Oliver Jacob, A/ Deputy Clerk  
Shelley Mackenzie, Town Clerk

**1. Call to Order**

Mayor Lisa McGee called the Special Council Meeting to order at 8:00 AM and welcomed those present.

**2. Roll Call**

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

Councillor Toner arrived at 8:03am.

**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 262-23  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**Be It Resolved That** the agenda for the Special Meeting of Council dated Thursday, August 17<sup>th</sup>, 2023 be adopted.

Resolution Carried

## 5. Disclosures of Pecuniary Interest

None

## 6. Staff Reports

### a) Canada Mortgage Housing Corporation Housing Accelerator Fund – Housing Action Plan

Resolution Number 263-23

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council receive Staff Report No. 23-08-17-01 as information;

**Further That** Town Council approve the Housing Action Plan as outlined generally in Appendix 2 to this report and direct staff to submit the Housing Action Plan in support of the application under the Housing Accelerator Fund (HAF) to the Canada Mortgage and Housing Corporation (CMHC).

Resolution Carried

## 7. By-laws & Resolutions

None

## 8. Confirmatory By-Law

Resolution Number 264-23

Moved by Billy Denault

Seconded by Chris Toner

**That** By-law No. 7410-23, being a By-law to confirm the proceedings of the Special Meeting of Council held on August 17<sup>th</sup>, 2023, be and it is hereby enacted and passed.

Resolution Carried

## 9. Adjournment

Resolution Number 265-23

Moved by Billy Denault

Seconded by Lynn Cloutier

**That** this meeting of Council be adjourned at 8:23 a.m.

Resolution Carried

## Signatures

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk





**The Corporation of the Town of Arnprior  
Notice of Application for Official Plan Amendment OPA #6  
Zoning By-Law Amendment  
ZBL-1/23 and Notice of Public Meeting**

**Take Notice** that pursuant to the requirements of the *Planning Act*, the Corporation of the Town of Arnprior advises that an application for amendment to Comprehensive Zoning By-law No. 6875-18, as amended, has been received and was deemed a complete application.

**Take Notice** that pursuant to the requirements of the *Planning Act*, the Corporation of the Town of Arnprior advised that an application for an amendment to the Official Plan has been received and was deemed a complete application.

**And Further, Take Notice** that an in-person public meeting giving the public an opportunity to make representations in respect of the Official Plan Amendment and the Zoning By-law Amendment will be held on **August 28<sup>th</sup>, 2023** at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior.

**Subject Lands:** The lands affected by the Official Plan and Zoning by-law Amendment applications are known as vacant land at 39 Winners Circle Drive, legally described as PT E 1/2 LT 3, CON A, PT 2, 49R9552, EXCEPT PT 2, 49R14108 ; TOWN OF ARNPRIOR; PT E 1/2 LT 3 CON A PTS 4 & 7 49R9552; EXCEPT PT 1 49R9860, PTS 1 & 2 49R10750 & PT 1 49R14108; TOWN OF ARNPRIOR

**Purpose, Effect & Location of the Amendments:**

Official Plan Amendment: The purpose of the proposed amendment of the Official Plan is to amend the designation from 'Mixed Use Commercial/Employment Area (MUCE)' to "Mixed Use Commercial/Employment Area (MUCE) subject to C5.8.X" to add a Retirement Home consisting of a mix of townhouse and apartment dwellings as permitted with a maximum height of 4 storeys. A copy of the draft by-law as prepared by the applicant's consultant is attached.

Zoning By-law Amendment: The purpose of the proposed amendment to Comprehensive Zoning By-law 6875-18 is to amend the zoning of the subject property from 'Mixed Use Commercial/Employment (MU-CE)' to 'Mixed use Commercial/Employment Exception XX (MU-CE\*XX)'. The amendment would add Retirement Home as a permitted use and provide site specific zoning provisions for a minimum rear yard setback of 7.5 m and minimum bicycle parking to 6 bicycle parking spaces. A copy of the draft by-law as prepared by the applicant's consultant is attached.

**Additional applications: N/A**

**More Information:** Copies of the proposed amendments, material provided under Section 17 and Section 34 of the *Planning Act* and any additional information relating to the proposal, are available for inspection by contacting the Planning office at 613-623-4231 during regular office hours or by emailing [planning@arnprior.ca](mailto:planning@arnprior.ca).

Any Person may participate in the public meeting and/or make written or verbal representation either in support of or in opposition to the amendments.

If a person or public body would otherwise have an ability to appeal the decision of the Town of Arnprior to the Ontario Land Tribunal (OLT), but the person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Arnprior before the by-law is passed, the person or public body is not entitled to appeal the decision. Please note that the Zoning By-law will not come in full force and effect until the day of the approval of the Official Plan Amendment.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Arnprior before the Zoning by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal (OLT) unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Please note that for the Official Plan Amendment application, any By-law passed by Council to amend the Official Plan is subject to final approval by the County of Renfrew under the *Planning Act*. Any person or public body who wishes to appeal a decision of the Official Plan Amendment must submit an appeal directly to the County of Renfrew.

If you wish to be notified of the decision of Town of Arnprior on the proposed Zoning By-law amendment, you must make a written request to Town of Arnprior c/o Robin Paquette, CAO, Town of Arnprior, 105 Elgin St. W., Arnprior ON K7S 0A8.

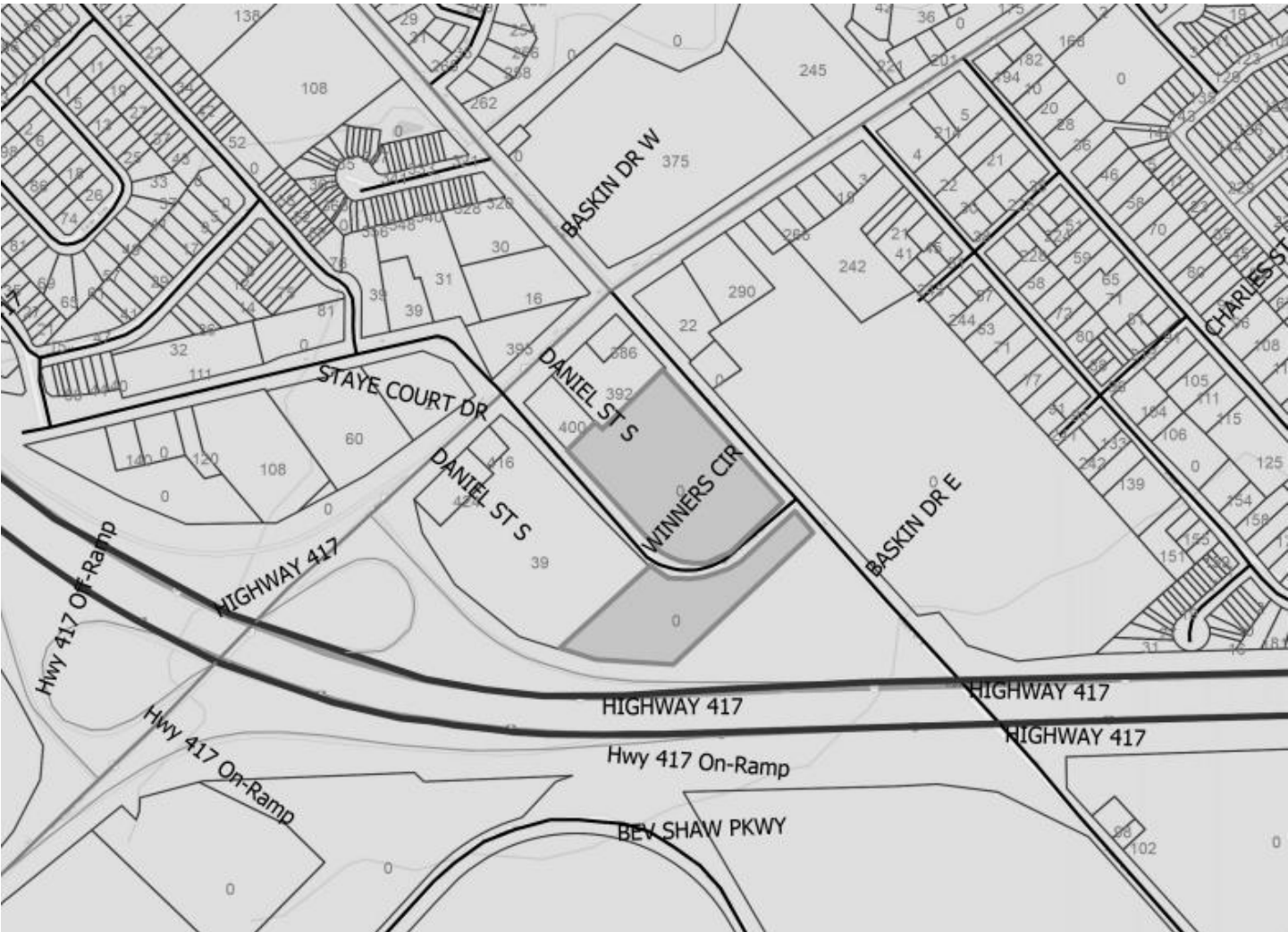
If you are receiving this notice because you are the owner of property in the area of the amendment that contains seven or more residential units, you must also post this notice in a location that is visible to all of the residents of your property.

**Privacy Disclosure:** As one of the purposes of the *Planning Act* is to provide for planning processes that are open and accessible, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record. The Town to such persons, will disclosed/make this information available as the Town deems appropriate, including anyone requesting such information. Please note that by submitting any of this information, you are providing the Town with your consent to use and disclose this information as part of the planning process.

Dated at the Town of Arnprior this 8<sup>th</sup> day of August 2023.

Shelley Mackenzie, Clerk  
Town of Arnprior  
105 Elgin Street West, Arnprior, ON K7S 0A8

**Key Map:**





## **Town of Arnprior Staff Report**

**Subject:** Amend Open Air Burning By-law No. 6974-19

**Report Number:** 23-08-28-01

**Report Author and Position Title:** Cory Nicholas – Deputy Fire Chief

**Department:** Fire Services

**Meeting Date:** Monday, August 28<sup>th</sup>, 2023

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### **Recommendations:**

**That** Council adopts a by-law to amend Subsection (3)(a) of By-law 6974-19 requiring landowners to obtain permits for recreational open air burning fires on private and public property.

### **Background:**

Since 1978 open air burning has been regulated in the Town of Arnprior through municipal By-Law in one form or another and has always included a formal permit process. By-Laws have periodically evolved over time adapting to changes in provincial legislation, municipal policy or community densification. A permit process has remained constant to establish health/safety and environmental controls for the protection of life and property from risk of fire in the Town of Arnprior.

### **Discussion:**

A housekeeping error has been observed in By-Law 6974-19. The intent of the By-Law was to establish a system whereby open air burning in the Municipality is regulated on both private and municipal property through the issuance of a permit. Schedule 1 of the By-law assigns short form wording and attributes fines to the regulations as prescribed in Section 3 of the By-Law. Item 1 in Schedule 1 lists “burning without a permit” as an offence and references Subsection (3)(a).

Subsection (3)(a) currently states:

Recreational Open Air Burning fires are not permitted in Municipal Parks or on any municipally owned property unless a special occasion permit to have such fire has been applied for and approved by the Chief Fire Official.  
Barbecuing is permitted provided fuels are exclusively restricted to propane for use in a commercially manufactured barbecue transported and stored in approved equipment conforming to Ontario Regulation 211/01 Propane

Storage and Handling made under the Technical Standards and Safety Act, 2000.

In its current state, Subsection (3)(a) can be interpreted in such a way that privately owned property is exempted from the required permit process as intended by the By-Law. As such, staff propose the following housekeeping amendments to Subsection (3)(a) to align with the original intent of By-Law 6974-19 as approved by Council in accordance with Subsection 11(2) of the Municipal Act 2001, c. 25 and Subsection 7.1 of the Fire Protection and Prevention Act, 1997, c. 4,

Proposed changes:

Recreational Open Air Burning fires are not permitted on any Municipal Property including parkland or on any privately owned property unless a permit to have such fire has been applied for and approved by the Chief Fire Official. Barbecuing is permitted provided fuels are exclusively restricted to propane for use in a commercially manufactured barbecue transported and stored in approved equipment conforming to Ontario Regulation 211/01 Propane Storage and Handling made under the Technical Standards and Safety Act, 2000.

### **Options:**

1. Council could choose not to accept the proposed changes and keep Subsection (3)(a) in its current state. This is not the recommended option as it does not establish an enforceable controlled permit process on private property, which could present health/safety and environmental concerns.
2. Council could choose to accept the proposed changes and amend Subsection (3)(a). This is the preferred option as it aligns the original intent of By-Law 6974-19 as approved by Council and does establish health / safety and environmental controls.

### **Policy Considerations:**

N/A

### **Financial Considerations:**

N/A

### **Meeting Dates:**

N/A

### **Consultation:**

N/A

### **Documents:**

N/A

## **Signatures**

**Reviewed by Department Head:** Rick Desarmia

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie



## **Town of Arnprior Staff Report**

**Subject:** Community Improvement Plan Grants – 114 John St North

**Report Number:** 23-08-28-02

**Report Author and Position Title:** Lindsay Wilson, Marketing and Economic Development Officer

**Department:** Community Services Branch

**Meeting Date:** August 28, 2023

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### **Recommendations:**

That Council enact a by-law to enter into Agreements with Chantal Beaulieu, Lyndsey Cunningham, and Nathan Scott for Community Improvement Plan (CIP) Financial Incentive Grants under the Signage Improvement Program for each unit at 114 John Street North in an amount of up to \$1,500 (\$500 each) to be funded from the CIP Grants operating account.

### **Background:**

The Town has received three applications for Community Improvement Plan Financial Incentive Grants under the Signage Improvement Program. The project installs new awning signage at 114 John Street North. The project entails replacing the current fabric awnings, which include outdated business names, with new awnings for the three retail businesses, including two new businesses located at this property. The total estimated signage costs are \$6,130.

Each of the three businesses has applied for a Signage Improvement Program financial incentive and agreements for funding will be entered into with each applicant.

### **Discussion:**

The proposed project was reviewed by the Review Panel. The proposal meets all the general criteria as outlined in the CIP Program including:

- ✓ Application Submitted Before Commencing (s. 6.7.1)
- ✓ Applicant is the property owner (or has approval of owner) (s. 6.7.2)

- ✓ Located within CIP Project Area (s. 6.7.3)
- ✓ Project is not part of already approved CIP grant (s. 6.7.4)
- ✓ No Outstanding Tax Arrears (s. 6.7.5)
- ✓ Complete Application Package (s. 6.7.6)
- ✓ Work in accordance with Town regulations (s. 6.7.7)
- ✓ Land Use is Compatible with OP / ZBL (s. 6.7.8)
- ✓ Exterior changes must meet Urban Design Guidelines (s. 6.7.10)
- ✓ Total of combined grants and rebates must not exceed total project costs (s. 6.7.12)

The following criteria can only be verified to be met once the work is undertaken:

- Work to be undertaken pursuant to planning approvals and/or building permit (s. 6.7.9)
- Work must be consistent with application (s. 6.7.11)

### **Signage Improvement Program**

The purpose of the Signage Improvements Program is to encourage and facilitate the improvement of signage in the Town, including the installation of permanent signage that replace existing temporary signage structures. The program is intended to promote new, attractive signage that contributes to the visual identity and character of the Town. Eligible properties in accordance with the CIP include those in the Downtown Area, Mixed Use Residential / Commercial Area, and Mixed Use Commercial / Employment Area. The subject lands are in the Downtown Area.

The maximum grant value for this program is 50% of Total Project Costs up to \$500. The total eligible cost for this project is \$6,130. Since there are 3 applications being submitted for the property (the owner and two tenants) they are each eligible for a grant of \$500 each. The eligible amount for funding therefore would be a total of \$1,500.

In accordance with the program, the applicants attempted to get two cost estimates for the proposed awnings. After contacting local sign suppliers in Arnprior, Ottawa and the surrounding areas, they were not able to secure a second quote. It is important to note that the proposal is to replace just the canvas on the awnings, with new wording thereon, as the hardware is still in good condition. The quote provided is from the original supplier and is reasonable to consider based on their sourcing of the product.

The specific grant criteria for this program includes:

- ✓ All grant applications related to new or updated facades shall be in compliance with the Town's Property Standards By-law.
- ✓ All grant applications related to new or updated facades within the Downtown Core shall be in compliance with the Town's Downtown Heritage Conservation Plan.

## **Summary of Grants:**

The application meets the General Eligibility Criteria and specific criteria for the programs applied for.

- **Total Project Cost:** \$6,130 (total for all three awning signs)
- **Eligible Grant Value:** \$1,500
  - 50% of Total Project Costs up to \$500 per applicant

## **Options:**

Council could determine that the applications is not appropriate for the CIP Grant programs as applied for however staff recommend providing these incentives to encourage investment in property maintenance in the historical downtown core.

## **Policy Considerations:**

Economic Development is a key priority in the Town's Strategic plan. The Community Improvement Plan Financial Incentives are a valuable tool to attract business investment to the community. New, attractive signage contributes to the visual identity and character of the Town and providing incentives for this helps encourage investment in high quality signage.

## **Financial Considerations:**

The current uncommitted balance for 2023 CIP grants is \$9,850.

If this project was approved as submitted, the remaining balance would be \$8,350.

## **Meeting Dates:**

1. Pre-Consultation Meeting – July 20, 2023

## **Consultation:**

- Chief Building Official

## **Documents:**

Sign Mock-up

## **Signatures**

**Reviewed by Department Head:** Robin Paquette



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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie

## Sign Mock-up

Before



After





## **Town of Arnprior Staff Report**

**Subject:** Zoning By-law Amendment No. 2/23 (Phase 4 – Marshall's Bay Meadows)

**Report Number:** 23-08-28-03

**Report Author and Position Title:** Robin Paquette, CAO

**Department:** Community Services

**Meeting Date:** August 28th, 2023

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### **Recommendations:**

**That** Council receives an application for an amendment to Zoning By-law 6875-18 for the Marshall's Bay Meadows Subdivision Phase 4 Block 148 lands from R3\*41 to R4\*28 and to amend the remainder of Phase 5 lands from Future Development (FD) to R4\*28, R4\*42, R3\*41, R3 and OS.

**That** pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on Monday, September 25<sup>th</sup>, 2023, regarding the proposed amendment, to allow for public review and comment.

### **Background:**

**Owner:** Madawaska Regional Inc.

**Legal Description:** Part Lot 1, Concession C&D and part of Road Allowance Between Concession C & D, Geographic Township of McNab

**Area of Land:** 24.06 ha (59.45 acres)

**Existing Structures:** Vacant lands

**Surrounding uses:** Industrial, Environmental Protection, Commercial, Residential

**Current Designations:**

**Official Plan:** Mixed Use Residential/Commercial Area and Low/Medium Density Residential Area

**Zoning Designation:** Residential Three Exception 41 (R3\*41) and Future Development (FD) (See Document 3: Current Zoning)

The proposed subdivision has received previous approvals from the Town of Arnprior and County of Renfrew. An Official Plan Amendment was approved by the Town of Arnprior in June 2013 that re-designated the lands to permit residential and commercial development, followed by a Draft Plan of Subdivision that was approved by the Town and County in August 2015. A revised Draft Plan of Subdivision was approved on December 11, 2018, with implementing Zoning By-law amendments adopted by Council on April 23, 2019 for Phase 1

of the Subdivision, March 31, 2021 for Phase 2 and December 13, 2021 for Phases 3, 4A and 4B. These phases have now been registered.

## **Discussion:**

### Zoning By-law Amendment Application

The Zoning By-law Amendment affects the final phase of the subdivision currently zoned Future Development and to change the Zoning on Block 148 on Dr. Reid Street from R3\*41 to R4\* 28 to accommodate inclusion of townhomes where semi detached dwellings are currently permitted and to request relief the requirement that driveways be “paired” due to grade changes on the street.

The proposed zoning is illustrated in Document 4: Proposed Zoning and described below.

Lots 118 through 145 on the 2023 Draft Plan of Subdivision are proposed single-detached dwellings within a ‘Residential Three (R3)’ Zone. The R3 Zone permits the development of single detached dwellings. There are no site-specific amendments to the zoning being sought for these lots.

Lots 112 through 117 currently zoned Future Development (FD) on the 2023 Draft Plan of Subdivision are proposed to be semi-detached dwellings within a ‘Residential Three (R3)’ Zone with site-specific exception number 41. The R3\*41 Zone permits the development of semi-detached dwellings. Exception 41 gives relief of Section 6.4.3 (g) of the Zoning By-law which requires that individual driveways accessing two semi-detached dwellings shall be paired.

The purpose of seeking relief is to avoid situations where driveway pairings would create grading problems for units that are staggered in elevation due to existing ground elevations. As a result, groupings of multiple-attached dwellings are likely to be constructed such that the finished floor elevations between paired units will be staggered. This would result in the need for retaining walls between driveways to accommodate the change in grade which is undesirable and challenging to maintain. The general intent for the provision of requiring paired driveways is being maintained in this circumstance as the wider units will increase the amount of space available to provide greenspace, snow storage and on-street parking between driveways.

Block 146 currently zoned R3\*41, permitting the development of semi-detached dwellings and Blocks 147 to 151 currently zoned Future Development (FD) on the 2023 Draft Plan of Subdivision are proposed street townhouse dwellings within a ‘Residential Four, Exception 28 (R4\*28) Zone. The R4 Zone permits the development of street townhouse dwellings. Exception 28 was introduced into the Zoning By-law through the adoption of By-law Amendment 6947-19 and specifically permits a minimum interior side yard of 1.2 metres. Other lands within previous phases of the development are currently zoned R4\*28.

Block 160 currently zoned for Future Development (FD) on the 2021 Draft Plan of Subdivision are proposed apartment dwellings and/or back-to back townhouses to be zoned Residential Four Exception 42 (R4\*42). The R4 Zone permits the development of apartment dwellings, back-to-back townhouses, or a combination of these two dwelling types. The intent of Block 160 is to develop apartment dwellings and/or back-to-back townhouses, which are permitted in the Residential Four Zone. Exception 42 was introduced into the Zoning By-law through the adoption of By-law Amendment 6947-19 and specifically permits a maximum building height of 15.5 metres. Other lands within previous phases of the development are

currently zoned R4\*42.

It is noted that, further to the amendments required to the Town of Arnprior Zoning By-law, the County of Renfrew has a by-law regulating building setbacks to County-maintained roads. Bylaw No. 1611 states that no buildings or structures shall be located any closer than 25 feet (7.6 metres) where the road is 100 feet (30.5 metres) wide or 86 feet (26.2 metres) wide. Madawaska Boulevard is estimated to be 37.5 metres in width along the frontage of the Marshall's Bay Meadows subdivision. Where relief is required to the setbacks to the County By-law 1611, it is understood that this will be considered by County staff and a decision issued at the staff level. It is anticipated that relief will be sought for the apartment buildings proposed on Block 173 of the draft subdivision plan as part of a separate process.

#### Draft Plan of Subdivision Revision

The proposed revision to the Draft Plan of Subdivision (see Document 2: Revised Draft Plan of Subdivision) is to accommodate a revised lotting pattern and unit count as a result of the Zoning By-law Amendment application. These changes represent an overall increase of 12 units, to a total of 533 residential units, the majority of which are a result of a conversion from semi-detached dwellings to multiple-attached dwellings and a modest increase in the number of multiple-attached units (townhomes) over the remainder of the subdivision.

The Revised Draft Plan of Subdivision consists of:

- 115 single detached lots (no change in number of units);
- 32 blocks for 64 semi-detached units (a reduction of 34 units);
- 12 blocks for 174 multiple attached units (an increase of 46 units);
- 4 blocks for 180 apartment dwelling units (no change in number of estimated units);
- 2 blocks for community parks;
- 1 block for commercial uses; and
- 2 blocks for servicing and stormwater management.

The layout of the Revised Draft Plan of Subdivision maintains most aspects from the original draft plan approval. The road pattern proposed has not been altered from the original draft plan approval and the total proposed road frontages have not changed. Similarly, the two proposed park blocks are consistent with the original draft plan approval with respect to location and park sizes. The commercial block was registered with Phase 1 of the Subdivision and is not proposed to be altered in any way. Revisions that have been made to the approved Draft Plan of Subdivision are strictly to lotting and the minor redistribution of unit types.

#### **Policy Considerations:**

The following is a review of the existing planning policy framework and demonstrates that the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement and conforms to policies in the Town of Arnprior Official Plan.

#### Provincial Policy Statement (2020)

The 2020 Provincial Policy Statement (PPS) provides policy direction on land use planning and development matters of provincial interest. All decisions affecting planning matters "shall be consistent with" policies issued under the authority of Section 3 of the Planning Act.

Policy 1.1.1 of the PPS states that healthy, liveable and safe communities are sustained by promoting efficient land use patterns with a range and mix of uses arranged as to minimize land consumption and servicing costs. Further, development patterns should avoid environmental or public health and safety concerns, conserve biodiversity, and consider the impacts of a changing climate.

The development proposes multiple forms of urban residential dwelling types which promote diversity in the range of residential units available in the community while minimizing land consumption.

Policy 1.1.3.2 requires land use patterns within settlement areas to be based on: “densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
- c) minimize negative impacts to air quality and climate change, and promote energy efficiency;
- d) prepare for the impacts of a changing climate;
- e) support active transportation;
- f) are transit-supportive, where transit is planned, exists or may be developed, and;
- g) are freight-supportive.”

The proposal increases the density and within the urban boundary of the Town of Arnprior. The change will not result in the loss of significant natural features and can be appropriately serviced utilizing available capacity in the municipal servicing network.

Section 1.6 of the PPS states that infrastructure shall be provided in a coordinated, efficient, and cost-effective manner to accommodate projected needs. The proposed development will connect to water, and sanitary sewer services installed in constructed phases of Marshall's Bay Meadows. Stormwater management has been addressed through the construction of stormwater management facilities within the subdivision.

The revisions to the Draft Plan of Subdivision and the Zoning By-law Amendment are consistent with the policy framework set out in the Provincial Policy Statement. The proposed development promotes efficient use of land within the urban area with no impact to natural environmental features, agricultural resources, mineral and aggregate resources, or cultural heritage.

#### Town of Arnprior Official Plan

The original Draft Plan of Subdivision was approved based on the policy framework of the Town of Arnprior Official Plan dated October 1997. The Town of Arnprior adopted a new Official Plan in 2017, which was approved by the County of Renfrew on November 29, 2017 (herein referred to as the 'Official Plan').

The 2018 approved Draft Plan of Subdivision conforms to the policies of the new 2017 Official Plan, while recognizing that the proposed uses have been previously established as permitted for these lands. The proposed revisions to the Draft Plan of Subdivision and the Zoning By-law Amendment for Phase 5 of Marshall's Bay Meadows continues to follow the general intent set out by the approved Draft Plan of Subdivision. The following section

identifies key policies and objectives of the Official Plan and demonstrates how the proposed Draft Plan of Subdivision Revisions and the proposed Zoning By-law Amendment conform to these policies and objectives.

Section A3.2 (Sustainable Development) of the Official Plan lists several strategic objectives aimed at meeting a goal “to promote and encourage sustainable forms of land use and development”:

- a) Minimize the Town’s ecological footprint and the impacts of growth by encouraging new development that is based on the principles of sustainable development;
- f) Promote a compact urban form and develop an energy-efficient mix of land uses, where appropriate, to provide livable, healthy communities;
- g) Encourage reductions in the use of private automobiles by promoting active transportation and the use of Transportation Demand Management measures, such as cycling and walking;
- h) Encourage efficient site design, and building design and construction techniques that minimize space heating and cooling energy consumption, and encourage the upgrading/retrofitting of existing buildings and facilities;

Section A3.4 (Community Character) lists objectives that direct new development to “*protect and enhance the character of the community*”:

- a) *Encourage the development of neighbourhoods which are: compact; provide for an integrated network of pedestrian-oriented streets, pathways and cycling facilities; and provide an appropriate mix of housing types, community facilities, commercial and service uses, and open spaces;*

The proposed revisions to the Draft Plan of Subdivision and the proposed Zoning By-law Amendment conform to the objectives of Sections A3.2 and A3.4 by:

- Increasing densities through the moderate increase in the percentage of street townhouse dwellings proposed to accommodate additional growth than previously considered and address current market trends towards affordability;
- Permitting dwelling units that have a minimum of one common wall to reduce heating and cooling costs by eliminating exposed walls.
- The potential introduction of ‘back-to-back townhouses’ will provide a new housing type to the Town of Arnprior that is an efficient use of land and more affordable than other larger house types.

Section A3.8 (Housing) of the Official Plan lists objectives aimed at meeting a goal “To provide an appropriate housing supply and range of housing choices to meet the needs of present and future residents” by:

- a) “Ensure that there is an appropriate supply of land for residential development subject to the availability of water and wastewater capacity;
- b) Assist in the achievement of residential intensification and affordable housing by encouraging opportunities for mixed-use development in appropriate locations that support the other objectives of this Plan;
- c) n/a
- d) n/a

- e) Ensure that a full range of housing opportunities for all incomes and ages is available for residents in the Town;
- f) Ensure that a viable amount of rental housing continues to be available;
- g) Support universal physical access and encourage the building industry to incorporate such features in new residential structures.”

The proposed Draft Plan of Subdivision revisions and the proposed Zoning By-law Amendment conform to the objectives of Section A3.8 by:

- Continuing to propose a mix of single-family dwellings, street townhouses, ‘back-to-back townhouses’ or apartments. A mix of two- storey and bungalow units provide further options for housing to accommodate housing opportunities for a wide variety of lifestyles and needs. The potential introduction of ‘back-to-back townhouses’ would provide an affordable option for smaller households and first-time homebuyers.
- Proposing apartment dwellings provide opportunities for increasing rental stock and a wider variety of housing options for existing and future residents.

For the majority of the subject property designated ‘Low/Medium Density Residential Area’, Section C2.2 of the Official Plan states that the objectives of this designation are to:

- a) Provide for new housing opportunities to meet the Town’s projected housing needs;
- b) Provide for a range of housing types and forms to ensure accessible, affordable, adequate, and appropriate housing for all socio-economic groups;
- c) Achieve more compact forms of residential development in a manner that is compatible with the character and pattern of adjacent surrounding development;
- d) Ensure that new residential areas permit a variety of complementary and compatible land uses, including community facilities, open space areas; and,
- e) Establish a comprehensive set of design guidelines and policies for new residential development that fosters the establishment of an urban environment that is safe, functional, sustainable and attractive.”

The proposed Zoning By-law Amendment conforms to the objectives of Section C2 by:

- Providing a wide selection of unit types distributed between single-family dwellings, street townhouses, ‘back-to-back townhouses’ or apartments.
- Options for two-storey and bungalow units provide housing opportunities for a wide variety of lifestyles and needs;
- Increasing the number of units by establishing a more compact development in the form of semi-detached, street townhouse, ‘back-to back townhouse’ or apartments rather than a larger percentage of large single-detached dwellings

Section C2.3 of the Official Plan establishes the list of uses permitted in the ‘Low/Medium Density Residential Area designation’. Uses permitted are:

- a) Single detached dwellings;
- b) Semi-detached dwellings;
- c) Townhouse dwellings;
- d) Low-rise apartments buildings (maximum height – 6 storeys);
- e) Secondary residential units in accordance with Section B9.3;
- f) Home businesses in accordance with Section C1.5.1;
- g) Bed and breakfast establishments in accordance with Section C1.5.2;



h) Day nurseries and local institutional uses in accordance with Section C1.5.3.”

All residential uses proposed in Phase 5 of Marshall’s Bay Meadows are permitted in the ‘Low/Medium Density Residential’ designation. Proposed multi-family residential units to be located along Madawaska Boulevard are anticipated to be in the 3 to 4 storey range. Uses (e) through (h) above are not specifically proposed as part of the subdivision but are recognized as uses that will be permitted within those uses listed as (a) through (d) above.

Section C2.4.1 of the Official Plan includes policies that are intended to promote the development of single-detached dwellings in all new large subdivisions. It is understood that the intent of these policies is to protect the historic residential character of the Town, which is predominately single detached older homes. To address this intention, the policies of Section C2.4.1 state,

- a) The predominant form of housing in new development areas shall be in the form of single detached dwellings and in this regard, no less than 50% of the new dwelling units in any contiguous development area that has more than 20 units be comprised of single detached dwellings.
- b) This policy also applies to existing contiguous development areas as well and if an application to re-lot an already registered Plan of Subdivision is received by the Town.
- c) An amendment to this Plan is not required if the Town determines that an alternative approach that is generally in keeping with this section of the Plan is appropriate.”

Table 1 below provides a comparison between the distribution of units from the 2018 Approved Draft Plan of Subdivision, the 2021 Approved Revised Draft Plan of Subdivision, and the proposed 2023 Revised Draft Plan of Subdivision. The multi-family unit blocks located outside Low/Medium Density Residential Zone are not included.

<b>TABLE 1:</b> Marshall’s Bay Meadows Subdivision Unit Breakdown Comparison (as per Policy C2.4.1)		
<b>2018 Approved Draft Plan</b>		
Single/Semis	222	64.0
Towns	125	36.0%
<b>Total</b>	<b>347</b>	<b>100.0%</b>
<b>2021 Approved Revised Draft Plan</b>		
Single/Semis	213	61.9%
Towns	128	37.5%
<b>Total</b>	<b>341</b>	<b>100.0%</b>
<b>2023 Revised Draft Plan</b>		
Single/Semis	179	50.7%
Towns	174	49.3%
<b>Total</b>	<b>353</b>	<b>100</b>

Sub-policy (c) of Section C2.4.1 allows for the approval of development applications that do not strictly conform to sub-policy (a) without the need to seek an Official Plan Amendment. The 2023 Revised Draft Plan of Subdivision represents only a moderate increase in the total number of units that were approved in the original 2018 Draft Plan. The revisions are generally in keeping with the intent of the Official Plan by providing a compact and ground-

oriented form of development. Section C2.4.2 of the Official Plan includes policies that are intended to promote integration of unit types within existing and new neighbourhoods.

The policies of Section C2.4.2 state:

- a) Where semi-detached and/or townhouse dwellings are proposed in already developed areas and new development areas, they shall be integrated with single detached dwellings to provide for variability in the built form and streetscape and to provide housing choice throughout the development area.
- b) Where townhouse dwellings are proposed, they shall generally not back onto or be located across the street from existing and/or proposed single detached dwellings, unless they have a built form that is compatible with the existing and/or proposed single detached dwellings.
- c) In addition to the above, townhouse dwellings shall generally not front on the entrance roads to development areas, where the predominant form of housing is single detached dwellings.
- d) In order to ensure compatibility with existing development in the Established Residential Area designation, new development in the Low/Medium Density Residential Area designation should generally have a physical character that is compatible with development in the existing neighbourhood in terms of density, lot sizes, maximum building heights, and minimum setbacks.”

The proposed revisions to the Draft Plan of Subdivision application and Zoning By-law Amendment application conforms to the policies of Section C2.4.2 by:

- Maintaining a mix of housing types that are available within each phase of the subdivision.
- Where townhouses have been located in areas where they will front onto, or back onto, single-detached dwellings, the townhouses proposed are a one-storey bungalow townhouse that is wider 25-foot (7.6 metres) than a standard townhouse. Visually the wider proposed townhouses will be compatible built form by providing similar architectural and roof design. Wider units will provide additional greenspace in front yards and additional space between driveways to allow opportunities for on-street parking.

Block 160 is designated ‘Mixed-Use Residential/Commercial Designation Area’. Section C4 of the Official Plan states that the objectives of the designation are to:

- a) “Provide for the development of new medium and higher density residential uses along with complementary low impact non-residential development;
- b) Encourage the consolidation, intensification and expansion of existing commercial uses and to foster a more pedestrian oriented environment as redevelopment occurs;
- e) Incorporate space for retail and service uses where required, to address the needs of the local population;
- h) Ensure that Daniel Street and Madawaska Boulevard are developed in an attractive manner that reflects its importance as the main entrances to the downtown;
- i) Require that new buildings be aligned along Daniel Street and Madawaska Boulevard with consistent setbacks and designed to respect transitions in height adjacent to low rise areas.”

The proposed Revised Draft Plan of Subdivision and the proposed Zoning By-law Amendment both conform to the objectives of Section C4 as follows:

- Apartment and/or back-to-back townhouse units are proposed for Block 160 on the 2023 Draft Plan of Subdivision. Block 160 is adjacent to Madawaska Boulevard but will not have direct access. Units will be in the form of low-rise apartment buildings that are generally four-storeys in height and/or back-to-back townhouses that would be three-storeys in height.
- Buildings will be designed with high-quality materials and design and will be located adjacent to Madawaska Boulevard where possible with parking located at the rear and between buildings.

The proposed revisions to the Draft Plan of Subdivision and the proposed Zoning By-law Amendments are consistent with the policy framework set out in the Arnprior Official Plan. The proposed dwelling types are contemplated within the policy framework and will be further reviewed by staff prior to Council receiving a recommendation.

## **Financial Considerations:**

### **Process**

Notice of complete application and public meeting will be circulated to hold a public meeting on Monday, September 25<sup>th</sup>, 2023, in accordance with the Planning Act regulations. 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. 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-law, proposed changes to the amending by-law, or refusal of the amending by-law.

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:**

Proceed to the public meeting to allow the public to review the proposed zoning by-law amendment. The application should proceed to the public meeting stage, required by the Planning Act. After the public meeting and prior to the passage of the necessary zoning by-law amendment, Council will need to consider input from the public. If Council passes an amending by-law, it will be subject to a 20-day appeal period.

## **Financial Considerations:**

Not applicable.

### **Meeting Dates:**

1. Public meeting – September 25, 2023
2. Council meeting – October 23, 2023 for a decision

## **Consultation:**

The zoning by-law amendment application and subdivision plan were pre-circulated to the County of Renfrew Planning Department, the County of Renfrew Public Works, and Engineering Department, Arnprior OPP, Arnprior Fire Chief, the Arnprior Chief Building Official, Public Works Supervisor, Engineering officers, General Manager of Operations, and CAO for comment.

### **Documents:**

1. Document 1: Site Location
2. Document 2: Excerpt from Revised Draft Plan of Subdivision Phase 4-5
3. Document 3: Current Zoning Schedule
4. Document 4: Proposed Zoning Schedule

### **Signatures**

**Reviewed by Planning Consultant:** Saide Sayah, RPP

**Reviewed by Department Head:** Robin Paquette

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie

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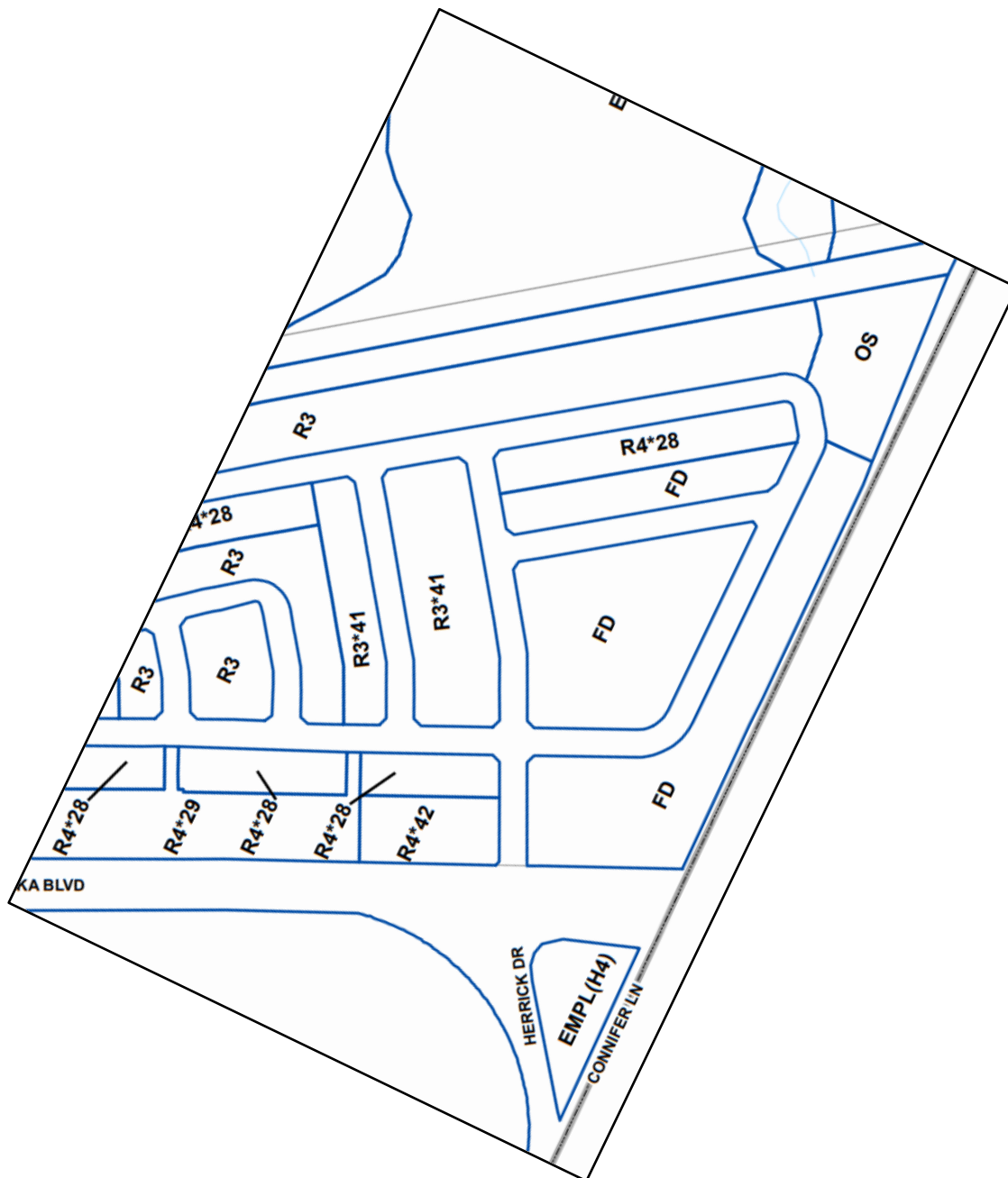
LOCATION  
ARNPRIOR, ONTARIO

NOVATECH  
Engineering & Planning  
2000 Highway 617, Unit 10  
Ottawa, Ontario K1H 1Y5  
Tel: 613-744-1111  
Fax: 613-744-1112  
Email: info@novatech.ca

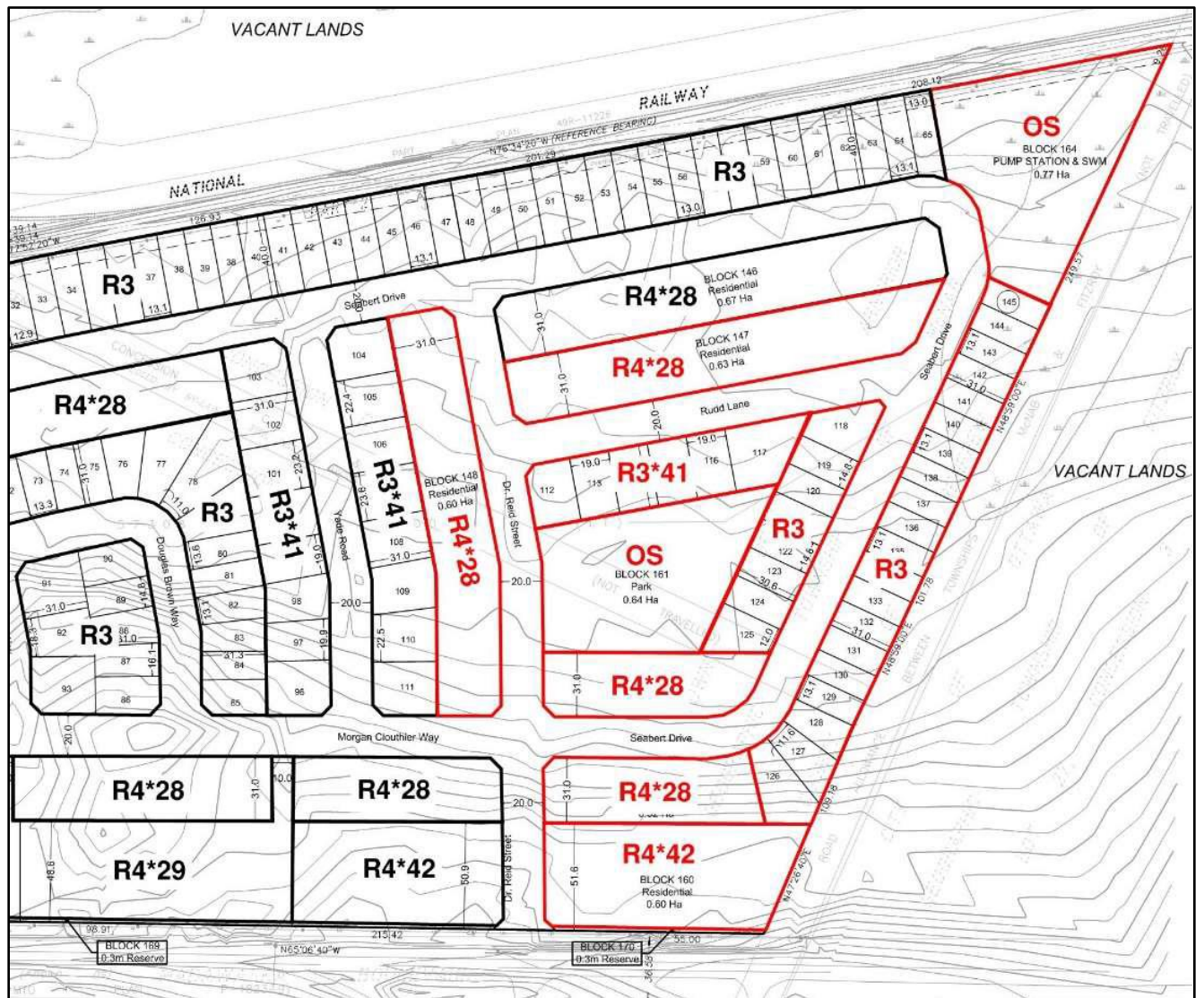


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**Document 3: Current Zoning**



**Document 4: Proposed Zoning (provided by applicant)**







## Town of Arnprior Staff Report

**Subject:** Zoning By-law Amendment No. 3/23 (128 Mary Street)

**Report Number:** 23-08-28-04

**Report Author:** Robin Paquette, CAO

**Department:** Community Services

**Meeting Date:** August 28, 2023

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### Recommendations:

**That** Council receives an application for amendment to Zoning By-law 6875-18 for 128 Mary Street to amend Exception 19 to allow for a multiple dwelling residential use subject to the provisions of the R2 zone and subject to a holding provision restricting the number of multiple dwelling units to three (3) until a servicing brief/report is provided in support of any further development;

**And That** pursuant to Section 34(12) of the Planning Act, Council hold a public meeting on Monday, September 25, 2023, regarding the proposed amendment, to allow for public review and comment.

### Background:

**Owner:** Waldo Hordijczuk

**Description of Subject Lands:** 128 Mary Street

**Legal Description:** Part of Park Lot 6, Plan 19

**Area of Land:** 0.74ha (1.83 ac)

**Existing Structure:** Converted former public elementary school now housing a church, a community group, mental health unit as well as one existing apartment dwelling unit.

**Official Plan:** Established Residential Area

**Zoning:** Institutional Exception 19 (I\*19)

The Zoning By-law amendment application seeks to amend the provisions of Exception 19 (\*19) to permit a multi-unit apartment dwelling as a permitted use. The applicant intends to convert existing vacant space within the structure to provide for two (2) additional apartment dwelling units at this time, in accordance with the provisions of the Residential Two (R2) zone.

A concept plan providing the layout of the uses within the structure was submitted with the

application (Document 1).

Should the zoning be approved, the property owner will be required to obtain a building permit to support the conversion of the existing space into apartment dwelling units.

## **Discussion:**

### **Provincial Policy Statement, 2020**

The 2020 Provincial Policy Statement (PPS) provides direction on matters of Provincial interest related to land use planning and development. The PPS promotes efficient land use and development patterns that support strong, liveable and healthy communities, protect the environment and public health and safety, and facilitate economic growth. Section 2 of the Planning Act requires that decisions be `consistent with` the PPS; a new PPS came into effect on May 1, 2020.

Section 1.1.3 Settlement Areas states that settlement areas shall be the focus of growth and development. Land use patterns within settlement areas shall be based on densities and a mix of land uses which efficiently use land and resources and are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion.

Section 1.4 Housing requires municipalities to provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents. Housing is to be directed towards locations where appropriate levels of infrastructure and public service facilities are or will be. Municipalities are to promote densities for new housing which efficiently use land, resources, infrastructure and public service facilities and support the use of active transportation and transit in area where it exists or is to be developed.

The PPS requires that municipalities have sufficient land made available to accommodate an appropriate range and mix of land uses to meet projected needs for a horizon of up to 25 years, informed by provincial guidelines. Within settlement areas, sufficient land shall be made available through intensification and redevelopment and, if necessary, designated growth areas.

Intensification means the development of a property, site or area at a higher density than currently exists through: a) redevelopment, including the reuse of brownfield sites; b) the development of vacant and/or underutilized lots within previously developed areas; c) infill development; and d) the expansion or conversion of existing buildings.

The subject property does not contain any environmental features deemed significant and does not contain any natural, manmade or potential hazards.

The proposed zoning amendment is consistent with the policy framework set out in the Provincial Policy Statement. The proposed development promotes efficient use of land within the urban area with no impact to natural environmental features, agricultural resources, mineral and aggregate resources or cultural heritage.

## **Official Plan Policies**

According to Schedule A of the Town's Official Plan, the lands are designated 'Residential Established Area'. The Established Residential Area designation applies to residential areas that were established and completed approximately 5 years before Council adopted the Official Plan. Objectives of the designation include recognizing, maintaining and protecting the character and identity of existing low density residential neighbourhoods, provide for new development/redevelopment on existing lots in a manner that maintains and protects the existing neighbourhood character and provide for modest intensification in the form of townhouses and apartment dwellings in appropriate locations.

C1.4.5 sets out policy direction on new townhouses and low rise apartment buildings. New buildings are to have complementary design with existing buildings, minimize the perceived mass of a bulkier building and existing trees are to be retained. Appropriate snow storage and parking shall be accommodated. The applicants are proposing to renovate within the existing structure. Adequate parking is provided on site to address the proposed housing units.

The zoning amendment conforms to the policies in the Town of Arnprior Official Plan.

## **Zoning By-law Amendment Proposal**

The property is currently zoned Institutional Exception 19 (I\*19). The institutional zoning recognizes the institutional uses being undertaken at the site, as well as one apartment dwelling unit which is permitted specifically through the Exception 19 provision which states:

Permitted Uses - All uses permitted in the I Zone plus one dwelling unit in a building that existed on the effective date of this By-law. There are no special provisions around the Exception use.

The applicant would like to amend the exception provision to include "all uses permitted in the Institutional (I) zone plus a multiple dwelling in accordance with the provisions of the Residential Two (R2) zone." A multiple dwelling is defined as "a dwelling unit in a building containing four or more dwelling units that would not be considered any other type of dwelling unit as defined by this Bylaw." A multiple dwelling is permitted in the R2 zone.

At this time, staff would recommend that the property is also subject to a "holding" provision, limiting the number of dwelling units within the building to three (3), one existing and two proposed units, until such time as a required servicing brief/report is provided in support of any additional changes of use beyond the addition of the two dwelling units currently proposed.

Appropriate parking can be accommodated on site for additional dwelling units proposed.

## **Process**

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. Subsequent to the public meeting, a staff report will be brought forward to Council and will include options for consideration including passage of the amending by-law, proposed

changes to the amending by-law, or refusal of the amending by-law.

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

### **Options:**

Proceed to the public meeting to allow the public to review proposed zoning by-law amendment: The application should proceed to the public meeting stage, required by the *Planning Act*. Subsequent to the public meeting and prior to the passage of the necessary zoning by-law amendment, Council will need to consider input from the public. If Council passes an amending by-law, it will be subject to a 20 day appeal period.

### **Policy Considerations:**

As outlined in the Discussion section of this report.

### **Financial Considerations:**

Not applicable.

### **Meeting Dates:**

1. Public Meeting – September 25, 2023

### **Consultation:**

Not applicable.

### **Documents:**

1. Concept plan

### **Signatures**

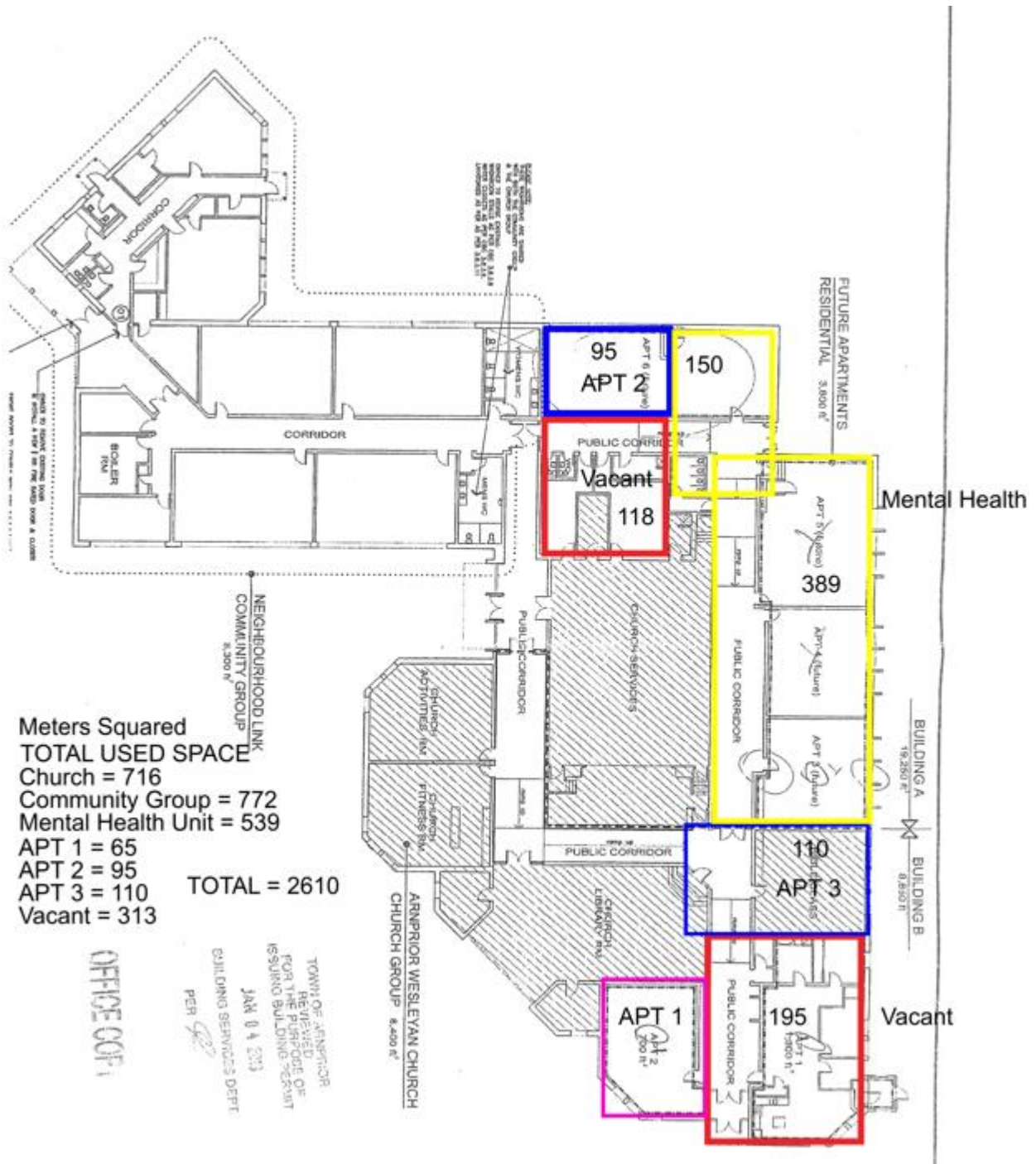
**Reviewed by Department Head:** Robin Paquette

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie

# Document 1 – Concept Plan:





## Town of Arnprior Staff Report

**Subject:** Zoning By-law Amendment No. 4/23 (375 Daniel Street South)

**Report Number:** 23-08-28-05

**Report Author and Position Title:** Robin Paquette, CAO

**Department:** Community Services

**Meeting Date:** August 28th, 2023

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### Recommendations:

**That** Council receives an application for an amendment to Zoning By-law 6875-18 for Arnprior Shopping Centre at 375 Daniel Street to rezone the subject property from “Mixed Use Commercial/Employment (MU-CE)” to “Mixed Use Commercial/Employment Exception XX (MU-CE\*XX)”.

**That** pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on Monday, September 25<sup>th</sup>, 2023, regarding the proposed amendment, to allow for public review and comment.

### Background:

**Owner:** Westdell Corp. c/o Canadian Tire Retail Estate Limited.

**Description of Subject Lands:** Commercial use lands along Daniel Street South and Baskin Drive. (See Document 1: Key Plan).

**Legal Description:** Part of Lots 3 & 4, Concession B, Parts 1,2,3 & 4, of Registered Plan 49R3194, Part 1, of Registered Plan 49R1954, Except Parts 1 & 2 49R10495; T/W R154428l Town of Arnprior McNab, Concession C, former Township of McNab, (Document 1 is a Key Plan)

**Area of Land:** 4.11 ha (10.15 acres)

**Existing Structures:** Commercial Use Lands – Arnprior Shopping Centre & Outdoor Storage/Garden Centre

**Official Plan:** Mixed Use Commercial/Employment Area Subject to Section C5

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

The subject property is bounded by Daniel Street to the east and Baskin Drive to the South. Street. East of Daniel Street are existing commercial and residential uses that front onto Daniel Street. To the north are additional commercial uses with frontage on Daniel Street and include a restaurant and gas bar. Further south of Baskin Street are more commercial and residential uses. To the west is a wooded environmental protection area containing a water course and a low-rise residential neighborhood.

The property is subject to a storm sewer easement through part of the northern portion of the lot.

The subject lands currently accommodate various commercial uses in the Arnprior Shopping Centre.

The Zoning By-law amendment application seeks to rezone the subject lands to permit a reduction in required parking from 545 total spaces to 522 spaces, seeking a reduction in the established parking rate for a Shopping Centre from 4.9 spaces/ 100 m<sup>2</sup> to 3.8 spaces/ 100 m<sup>2</sup>. The current parking supply of 545 spaces was approved through a Minor Variance Application on November 16th, 2022.

### **Summary of Proposal**

The applicants are seeking this amendment to formally establish an outdoor storage area for landscape materials behind the existing shopping centre building (behind the Canadian Tire Retail Store portion of the building), which is permitted under the zoning provisions. This will require the removal of twelve (12) existing parking spaces. Therefore, the total number of parking spaces provided on the property is 522, which also reflects spaces occupied by electric charging stations and cart corrals, previously considered in the parking calculations for the site. A site plan was submitted in support of the application (See 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 Rationale, 375 Daniel Street South, Arnprior, Ontario, Application for Zoning By-law Amendment, prepared by Parsons Planning Inc., dated July 2023
- Site Plan, Key Plan and Statistics, prepared by Turner Fleisher Architects Inc., dated July 26, 2023

Should the zoning be approved by Council, it will satisfy a condition of approval for Site Plan Agreement for an active site plan application (SPC 2-22). The site plan application has included a detailed review of the plans and studies as well as technical review of the civil plans, and servicing and stormwater management report.

### **Discussion:**

#### **Provincial Policy Statement, 2020**

The 2020 Provincial Policy Statement (PPS) provides direction on matters of Provincial interest related to land use planning and development. The PPS promotes efficient land use and development patterns that support strong, livable, and healthy communities, protect the environment and public health and safety, and facilitate economic growth. Section 2 of the Planning Act requires that decisions be `consistent with` the PPS.

Section 1.1.1 states that healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and

long term care homes), recreation, park and open space, and other uses to meet long-term needs;

- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;

Section 1.1.3.1 states that settlement areas shall be the focus of growth and development.

Section 1.1.3.2 states that land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;

Section 1.1.3.6 states that new development taking place in designated growth areas should occur adjacent to the existing built-up areas and should have a compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities.

Section 1.3.1 states that planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
- d) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities, with consideration of housing policy 1.4;

The subject property abuts a natural heritage feature but itself does not contain any natural heritage features deemed significant and does not contain any natural or human hazards.

The proposed zoning amendment is subject to the policy framework set out in the Provincial Policy Statement. The proposed development promotes efficient use of land and infrastructure within the urban area with no impact to natural heritage features, agricultural resources, mineral and aggregate resources, or cultural heritage.



## **Official Plan Policies**

The subject property is designated 'Mixed Use Commercial/Employment Area' Subject to Section C5 as per "Schedule A" of the Town of Arnprior Official Plan.

Section C5 contains policies for areas designated 'Mixed Use Commercial/Employment Area.' The primary objectives of this designation as per Subsection 5.2 are:

- a) "to provide for development of retail uses that primarily have large floor areas in high traffic areas that have been comprehensively planned;
- b) maintain and enhance the function of these commercial areas in the Town that serve a large market as major multi-use, multi-purpose commercial areas;
- c) to encourage intensification and expansion of major commercial uses and encourage the redevelopment of existing major commercial uses to foster a more pedestrian oriented environment."

The proposed use conforms to the Official Plan objectives for development within the Mixed Commercial/ Employment Area policies (S. C5.2), and existing and proposed uses are permitted as listed in Section 5.3. The proposed amendment meets the Redevelopment Policies for all uses as listed in Section C5.6, specifically:

- a) adequate on-site parking facilities are provided for the development with such parking being provided in locations that are compatible with surrounding land uses;
- b) every effort has been made to provide motor vehicle access to the lot from an abutting street where possible, without unduly creating traffic infiltration issues in the surrounding area;
- c) vehicular access points to multiple uses on the lot are coordinated and consolidated where possible;
- d) the development will have minimal impacts on adjacent properties in relation to grading, drainage, access and circulation, and privacy;
- e) any loading and storage facilities that are provided are buffered so as to minimize disruption and the enjoyment of neighboring residential properties.

Section E7.3.2.2g "Non-Residential Site and Building Design" provides policies on Outdoor storage, stating that:

"Outdoor storage, where permitted, should be screened from public view through architectural elements, planting strips, berms or a combination thereof."

Section 7.3.2.3 provides policies relating to parking, and requires that:

- a) Surface parking within the front of the building and public streets shall be minimized to the extent possible, and well landscaped.
- b) Parking facilities should include clearly marked, illuminated and, if possible, separated pedestrian walkways to and from the associated building or site.

- c) Surface parking lots should include sufficient landscaped areas or islands to interrupt paved surfaces to provide aesthetic appeal and to mitigate water runoff and heat island effects.

The Official Plan includes a number of goals, objectives and policies which encourage the growth and support of economic and employment opportunities, and efficient use of land and infrastructure. The Official Plan's Strategic Objectives for Economic Development (S.A3.5) specifically speak to protecting, promoting and enhancing commercial and employment lands and encouraging opportunities for a range of job opportunities and retention of existing businesses.

A Planning Rationale was submitted in support of the application. The rationale contained an inventory of nearby uses, provided a history of recent applications on the site which include a Site Plan Control and Minor Variance submitted in January 2022 to permit the development of a restaurant with drive-through, and a new commercial retail store on the property; and assessed the compatibility of the parking reduction to formalize outdoor storage.

The rationale presents a position of conformance of the proposed restaurant and commercial uses put forth in the Site Plan Control application (2022) with the County and Town Official Plan policies. The Rationale presents a position that the proposed Zoning By-law amendment for a parking reduction is appropriate and meets the needs of parking supply on the site while permitting appropriate use of the lands. More specifically, the report takes the position that the required parking spaces, if calculated based on individual uses, result in a far lower parking rate, when compared to using rates for a Shopping Centre use only.

In addition, the proposed development meets other Official Plan policies including Urban Design, and Economic Development.

The zoning amendment conforms to the policies in the Town of Arnprior Official Plan.

### **Zoning By-law Amendment Proposal**

The current zoning of the lands is Mixed Use-Commercial/Employment (MU-CE).

The proposed Zoning by-law amendment seeks to rezone the subject lands to reduce the amount of surface parking from 545 spaces, as approved by a Minor Variance in 2022, to 522 spaces. This represents a reduction to the required parking rate for Shopping Centers of 4.9 spaces per 100 square metres of net floor area as required by table 5.4 of subsection 5.4.4 of the Zoning By-law, to 3.8 spaces per 100 square metres of net floor area.

The proposed development meets all other applicable zoning provisions.

### **Process**

Notice of complete application and public meeting will be circulated to hold a public meeting on Monday, August 28, 2023, in accordance with the Planning Act regulations. 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. 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-law, proposed changes to the amending by-law, or refusal of the amending by-law.

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.

The applicant has previously filed an application for Site Plan Control Approval for the subject lands, with all the supportive studies and plans included. The Site Plan Control Application has received a conditional approval, and is being reviewed concurrently but no agreement can be signed until the conditions outlined in the conditional approval are satisfied.

### **Options:**

Proceed to the public meeting to allow the public to review the proposed zoning by-law amendment. The application should proceed to the public meeting stage, required by the Planning Act. After the public meeting and prior to the passage of the necessary zoning by-law amendment, Council will need to consider input from the public. If Council passes an amending by-law, it will be subject to a 20-day appeal period.

### **Policy Considerations:**

As outlined in the Discussion section of this report.

### **Financial Considerations:**

Not applicable.

### **Meeting Dates:**

1. Public meeting – September 25, 2023
2. Council meeting – October 23, 2023 for a decision

### **Consultation:**

- The zoning by-law amendment application and site plan were pre-circulated to the County of Renfrew Planning Department, the County of Renfrew Public Works, and Engineering Department, Arnprior OPP, Arnprior Fire Chief, Arnprior Chief Building Official, Public Works Supervisor, Engineering Officers, General Manager of Operations, and CAO for comment.

### **Documents:**

1. Key Plan
2. Site Plan

### **Signatures**

**Reviewed by Planning Consultant:** Haris Khan and Saide Sayah, Fotenn Consultants Inc.

**Reviewed by Department Head:** Robin Paquette

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie

The map displays a residential neighborhood with a yellow-shaded polygon labeled "Subject lands". The polygon is situated between Baskin Dr W to the west and Daniel St S to the east. A black arrow points to the yellow-shaded area. The map shows various streets including Daniel St S, Baskin Dr W, and others. The area is divided into lots, many of which are numbered. The map is oriented with North at the top.





## **Town of Arnprior Staff Report**

**Subject:** Water Filtration Plant Clearwell Replacement Design Award

**Report Number:** 23-08-28-06

**Report Author and Position Title:** Patrick Foley, Engineering Officer

**Department:** Operations

**Meeting Date:** August 28, 2023

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### **Recommendations:**

That Council enact a by-law to:

- (a) Award the Water Filtration Plant Clearwell #1 Replacement Design project to Stantec Consulting Limited, for a total of \$175,339.34 (plus HST) under the existing Standing Offer agreement; and
- (b) Authorize the CAO to execute the agreements, and related documents with Stantec Consulting Limited to complete the project as per the defined scope of work.

### **Background:**

The Town's Walter E. Prentice Water Filtration Plant (WFP) was originally constructed in 1967 and expanded in both 2005 and 2011. In 2017, Stantec was tasked with completing a condition assessment on Clearwell #1, which is an original component of the building, due to the discovery of leaks. Subsequently targeted repairs were undertaken to mitigate deterioration.

Included in the 2023 Capital budget, as approved by Town Council, was the design for the Water Filtration Plant Clearwell Replacement at a value of \$250,000. Construction is currently forecast for the year 2025 in the Long Range Capital Forecast (LRCF) at an estimated cost of \$2,250,000, of which \$1,833,250 is approved for funding through the Federal and Provincial ICIP Green Stream Grant Program. Updates to the Town's LRCF will be made as the design and cost estimates progress throughout this assignment.

Through the Standing Offer Agreement, the Town began the process of retaining a qualified engineering consulting firm to undertake an Options Analysis Technical Memo to investigate what the options would be prior to beginning the full design. Stantec was selected to be

invited to provide a proposal for this Technical Memo as well as the subsequent design based on their prior experience with Clearwell #1.

The findings of the Options Analysis identified the following possible approaches to this project with approximate costing:

- Option A1: Above Ground Steel Reservoir (new location) \$3,600,000
- Option A2: In Ground Concrete Reservoir (new location) \$3,500,000
- Option B1: Full Removal, Construction in current location \$2,700,000
- Option B2: Partial Removal, Construction in current location \$2,300,000
- Option B3: Localized Removal, Construction in current location \$2,000,000
- Option C: Waterproofing membrane - Not recommended to be considered.

Option A1 & A2: The concept of constructing a Clearwell in a new location is enticing as it would mitigate “down time” but the open space available is at a significantly higher elevation that would require additional pumps, piping, process changes and redundancies. These factors would result in significantly higher costs in comparison to other options.

Option C: The waterproofing membrane is a relatively short-term solution and would have to be installed flawlessly to ensure effectiveness. This results in a higher risk of failure than the other options presented.

Option B2 & B3: The option of partial or localized removal was investigated but this approach would require reliance on concrete, steel and earthwork that was put in place in the 1960s prior to modern standards and these materials that have been deteriorating for this same time frame. This option would be likely to be effective for approximately 25 years.

**Option B1:** After careful consideration, Town Staff directed Stantec to prepare a proposal for a design that would encompass the complete demolition of the existing Clearwell #1 to reconstruct a similarly sized tank in the same location. This solution is anticipated to be effective for 75 years and was seen as the best value option.

## Discussion:

On July 26, 2023, Stantec provided a proposal for a sum of \$175,339.34 plus HST to complete the outlined scope of work, inclusive of:

1. Design Project Management
2. Data Collection & Review
3. Preliminary Design
4. Detailed Design
5. Tendering support

The proposal has been reviewed by staff, to ensure that it matches the Town’s requirements.

This is a significant undertaking that will require taking Clearwell #1 out of service for 8-12 months. Although this is one third of the Town’s water storage, this situation is feasible with

changes to the process within the plants and close monitoring of water consumption. Water consumption modelled data was consulted with the Town's ongoing Water/Wastewater Master Plan consulting team.

Consideration was given to expanding the Clearwell during the reconstruction. Data modelling estimates that additional storage may have to be added at the Water Filtration Plant as early as the year 2034. In its current location, the tank could be expanded by an additional 550 cubic meters. This proposed expansion would only satisfy the Town's water storage requirements for an additional 2 years at an approximate additional cost of \$950,000. Due to the relatively high cost associated with a minimal impact to potential expansion, this option was not considered to be practical. However, incorporated into this design project was direction to build in such a manner that the decision could be made at a future date to add onto the tank.

The upcoming Water/Wastewater Master Plan will provide more holistic analysis and concise direction in how the Town would most practically meet water demand requirements into the future. This report will look at all factors relating to our water infrastructure beyond just storage requirements.

### **Options:**

Council may choose to not award this project though this consultant is viewed as competent in this domain and the project value appears to be within market value.

Council may choose to direct Staff to pursue an alternative approach to this project though the recommended approach is considered by Staff to be the best value long term solution.

### **Policy Considerations:**

This design assignment was procured under the Town's existing Standing Offer Agreement.

### **Financial Considerations:**

The budgeted amount for the Design project is \$250,000.00. The Options Analysis Technical Memo commissioned in April carried a cost of \$13,840.86 (inc, net HST).

The proposed cost for the design and tendering scope totals \$178,425.31 (incl. net HST). This leaves an overall net budget surplus of \$57,733.83. This project is to be funded through grant funding (73%) and the Water Reserve Fund (27%).

### **Meeting Dates:**

#### **Consultation:**

N/A

#### **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:** Shelley Mackenzie



## Town of Arnprior Staff Report

**Subject:** Proclamation for Terry Fox Day (September 17<sup>th</sup>, 2023)

**Report Number:** 23-08-28-07

**Report Author and Position Title:** Oliver Jacob, A/ Deputy Clerk

**Department:** Client Services

**Meeting Date:** August 28<sup>th</sup>, 2023

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### Recommendations:

That Council proclaim September 17<sup>th</sup>, 2023 as Terry Fox Day in the Town of Arnprior.

### Background:

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

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to the event	Yes
Section 5.2.1 – Name and Address of Organization	Terry Fox Foundation 200 - 250 Ferrand Drive Toronto, ON M3C 3G8
Section 5.2.2 – Contact Person's Name	Denise Johnston <a href="mailto:arnpriorterryfoxrun@outlook.com">arnpriorterryfoxrun@outlook.com</a>
Section 5.2.3 – Name of Proclamation and Duration	Terry Fox Day September 17, 2023
Section 5.2.4 – Appropriate Wording for Proclamation	Yes

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

Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	Yes (between September 11 <sup>th</sup> to 17 <sup>th</sup> , 2023)
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

**Documents:**

1. Proclamation Document – Terry Fox Day – September 17, 2023
2. Proclamation and Flag Raising Request

**Signatures**

**Reviewed by Department Head:** Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Shelley Mackenzie



## Town of Arnprior Proclamation

### Terry Fox Day

# September 17<sup>th</sup>, 2023

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

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

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

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

**Whereas** our local residents have taken the initiative to organize a Terry Fox Run for the past 41 years, since 1982; and

**Whereas** a Flag Raising Ceremony for Terry Fox Day will be held on Monday, September 11, 2023, prior to the event to raise further awareness for the Terry Fox Run being held at Robert Simpson Park on Sunday, September 17, 2023.

**Therefore Be It Resolved That** I, Lisa McGee, Mayor, do hereby proclaim September 17, 2023 as “**Terry Fox Day**” in the Town of Arnprior and call upon all residents to participate in the Terry Fox Run to raise money for cancer research.

**Lisa McGee, Mayor**  
**Town of Arnprior**

## Oliver Jacob

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**From:** Denise Johnston <terryfoxrunarnprior@outlook.com>  
**Sent:** June 8, 2023 10:11 AM  
**To:** Oliver Jacob  
**Subject:** Proclamation and Flag Raising-Terry Fox Run

Hi Oliver,

I would like to request that the Town of Arnprior proclaim September 17th, 2023, as Terry Fox Run Day.

I have booked Robert Simpson Park for this event, which Graeme Ivory has confirmed.

I would also like to request that the Terry Fox Run Flag be raised the park - as it was last year - on Monday September 11th, and remain until either late on September 17th, or September 18th. I have the flag, so let me know when you need me to drop it off (or bring it that day, whichever is easier).

Please let me know if you need anything else from me.

Thank you.

Denise Johnston

Arnprior Run Organizer

Cell: 613-620-1333

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**The Corporation of the  
Town of Arnprior**

**By-law Number 7411-23**

A by-law to amend Open Air Burning By-Law No. 6974-19 (Private Property)

**Whereas** Section 11(2) of the *Municipal Act 2001, c. 25, as amended*, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons; and

**Whereas** Section 7.1 of the *Fire Protection and Prevention Act, 1997, c. 4, as amended*, provides that the Council of a municipality may pass by-laws regulating the setting of open air fires, including establishing the times during which open air fires may be set; and

**Whereas** Section 2.6.3.4 of the *Ontario Fire Code* provides for the prohibition of open air burning unless approved or unless such open air burning consists of a small confined fire, supervised at all times and used to cook food on a grill or barbecue; and

**Whereas** Council adopted By-Law No. 6974-19 to regulate open air burning within the municipality;

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

1. **That** Open Air Burning By-Law No. 6974-19 be amended by deleting existing paragraph (3.0)(a) and inserting the following as Section (3.0)(a) of the By-Law:

- (a) "Recreational Open Air Burning fires are not permitted on any Municipal Property including parkland or on any privately owned property unless a permit to have such fire has been applied for and approved by the Chief Fire Official. Barbecuing is permitted provided fuels are exclusively restricted to propane for use in a commercially manufactured barbecue transported and stored in approved equipment conforming to Ontario Regulation 211/01 Propane Storage and Handling made under the *Technical Standards and Safety Act, 2000*."

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

**Enacted and passed** this 28th day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk

# **The Corporation of the Town of Arnprior**

## **By-law Number 7412-23**

A by-law to authorize the execution of a funding agreement between the Corporation of the Town of Arnprior and Chantal Beaulieu for participation and funding in the Community Improvement Plan (CIP) for 114 John Street North.

**Whereas** Section 8(1) of the *Municipal Act*, S.O. 2001, Chapter 25, confers broad authority on municipalities to enable municipalities to govern their affairs as they consider appropriate; and

**Whereas** Section 11(3)10 of the Municipal Act provides that a municipality may pass By-laws respecting economic development services; and

**Whereas** By-law No. 7274-22, designated a Community Improvement Project Area for the purpose of preparing and implementing a Community Improvement Plan respecting the revitalization, redevelopment; and

**Whereas** By-law No. 7275-22 adopted a Community Improvement Plan for the established Community Improvement Project Area, in accordance with Section 28 of the *Planning Act*, R.S.O., 1990, as amended, for the purpose of carrying out community improvement through various Town-led initiatives and financial incentives set forth in a Community Improvement Plan;

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

1. **That** authority is hereby granted for the Mayor and Clerk to execute the necessary agreement, attached as “Appendix A”, with Chantal Beaulieu for funding under the Community Improvement Plan (CIP) to improve 114 John Street North.
2. **That** funding in the amount of \$500 for the CIP Application is allocated from the CIP Grants Account.
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 28<sup>th</sup> day of August, 2023.

### **Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Clerk



## Town of Arnprior

### Community Improvement Plan

#### Financial Incentive Program Agreement

**Registered Property Owner (s):** Chantal Beaulieu

**Authorized Applicant (if not the owner):** N/A

**Application File Number:** CIP – 23-02

**Property Address:** 114 John Street North

**Legal Description of Property:** Plan 19, Part Lot 2, Part Lot 21

**Roll Number of Property:** 4702 000 01505800 0000

**Telephone Number:** 613-623-5393

**Date of Application Approval:** August 28, 2023

**Anticipated Commencement Date of Community Improvement Works:**

August 2023

**Anticipated Completion Date of Community Improvement Works:** September 2023

#### Grants

	CIP Financial Incentive Programs	Value of Grant
	Accessibility Improvements Program	
	Application and Building Permit Fees Refund Program	
	Business Location, Expansion and Start-Up Program	
	Brownfield Remediation Tax Assistance Program (BRTAP)	
	Façade and Property Improvement Program	
	Heritage Property Improvement Program	
	Parking Area and Landscaping Improvement Program	
	Sidewalk Café Grant Program	
X	Signage Improvement Program	\$500



	<b>Total Grants</b>	<b>\$500</b>
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## **Financial Incentive Program Period:**

Provided on a one-time basis upon the successful completion of the work, to the satisfaction of the Town.

## **Declaration:**

1. I/We hereby apply for a grant/rebate, pursuant to the Town of Arnprior Community Improvement Plan, and have completed and fulfilled the requirements of the Financial Incentive Program Application Form to the satisfaction of the Town.
2. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "A" and agree to be bound by the General Terms and Conditions of the Financial Incentive Programs therein.
3. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "B" and the Specific Terms and Conditions as contained therein.
4. I/We hereby agree that in the event of default, the rebate, refund, and/or grant is immediately cancelled and any rebate, refund, and/or grant monies previously received by the applicant become immediately due for payment to the Town of Arnprior.
5. Any of the following events will be considered default during the grant period:
  - a. Commencement of the approved community improvement works is not undertaken within 6 months of the signing of this Agreement;
  - b. Completion of the community improvement works are not consistent with the description or information as provided by the Applicant on an approved Financial Incentive Program Application Form and by supporting materials, or are not completed to the satisfaction of the Town as confirmed by the Administrator;
  - c. Demolition of the building which was subject to the community improvement works;
  - d. Use of the grant for ineligible costs, or for works which were not specified as part of the project, as indicated by the Applicant on the approved Financial Incentive Program Application Form and supporting materials;

- e. Failure of the property owner to pay taxes in any year during the rebate, refund or grant period;
  - f. Bankruptcy of the recipient of the rebate, refund or grant;
  - g. Transfer of ownership of the subject real estate, (unless, in its sole discretion, the Town approves, in writing, a continuance of this grant with the Transferee); or
  - h. Conversion, reconstruction or change in use of the subject building in a manner that defeats or contravenes the stated purposes for which this grant was approved by the Town's Review Committee or Council in accordance with the grant application.
6. Based on the Applicant's Acknowledgement and Agreement, the Town of Arnprior agrees to advance the above-described grant upon satisfactory proof of the completion of the work, and documentation of paid invoices associated with the community improvement works.
7. I/We hereby agree that it is the responsibility of the Applicant to notify the Town of Arnprior of the following:
- a. Any change in the ownership of the property;
  - b. Any change in the tenancy of the subject property, where the Applicant is a tenant;
  - c. Any changes to the approved cost/quotes, work plan and/or drawings;
  - d. The completion of the work; or
  - e. Any delay in the timing of commencement or completion of the work as stated herein.
8. I/We hereby agree that this Agreement Form shall be binding upon the parties and their heirs, executors, successors and assigns.

This agreement shall be binding upon the successors and assigns of the parties hereto.

In witness whereof the parties have affixed their hands and seals this \_\_\_\_ day of August, 2023.

**Signatures:**

I/We have authority to bind the Corporation,:

\_\_\_\_\_

Print Name: Chantal Beaulieu

Title:

\_\_\_\_\_

Print Name:

Title:

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Lisa McGee, Mayor

\_\_\_\_\_

Shelley Mackenzie, Town Clerk

## **Schedule “A” - General Terms & Conditions of the Financial Incentive Programs**

The general and program-specific requirements contained in the Town of Arnprior Community Improvement Plan (CIP) are not necessarily exhaustive and the Town reserves the right to include other requirements and conditions as deemed necessary:

- An application for any financial incentive program contained in the CIP must be submitted to the Town prior to the commencement of any works to which the financial incentive program applies and prior to an application for a building permit;
- If the applicant is not the owner of the property (e.g. tenant), the applicant must provide written consent from the owner of the property to make the application;
- An application for any financial incentive program contained in the CIP must include plans, estimates, contracts, reports and other details, as required by the Town, to satisfy the Town with respect to project costs and conformity to the CIP, as well as all municipal by-laws, policies, procedures, standards and guidelines, including Official Plan, Zoning By-law, and Site Plan requirements and approvals;
- Town Staff will review applications and supporting materials for CIP programs. Applications will be reviewed by the Plan Administrator, as determined by the Town. The Plan Administrator will evaluate applications against program eligibility requirements and make a recommendation to Town Council or Council's designate. The application is subject to approval by Town Council or Council's designate;
- As a condition of application approval, the applicant may be required to enter into an agreement with the Town. The Agreement will specify the terms, duration, and default provisions of the incentive to be provided;
- Where other sources of government and/or non-profit organization funding (Federal, Provincial, etc.) that can be applied against the eligible costs are anticipated or have been secured, these must be declared as part of the application. Accordingly, the grant may be reduced on a pro-rated basis;
- The Town reserves the right to audit the cost of any and all works that have been approved under any of the financial incentive programs, at the expense of the applicant;
- The Town is not responsible for any costs incurred by an applicant in relation to any of the programs, including and without limitation, costs incurred in anticipation of a tax assistance and/or grant payment;
- If the applicant is in default of any of the general or program specific requirements, or any other requirements of the Town, the Town may delay, reduce or cancel the approved tax assistance and/or grant payment and require repayment of the approved tax assistance and/or grant;

- The Town may discontinue any of the programs contained in the CIP at any time, but applicants with approved tax assistance and/or grant payments will still receive said payment, subject to meeting the general and program specific requirements;
- Town staff, officials, and/or agents of the Town may inspect any property that is the subject of an application for any of the financial incentive programs offered by the Town;
- Eligible applicants can apply for one, more, or all of the incentive programs contained in the CIP, with the exception of the Tax Increment Equivalent Grant which cannot be combined with any other grant in this plan. No two programs may be used to pay for the same eligible cost. Also, the total of all tax assistance and grants provided in respect of the subject property for which an applicant is making application under the programs contained in the CIP shall not exceed the eligible cost of the improvements to that property; and
- The subject property shall not be in arrears of any municipal taxes, area rates or other charges;
- All expenses that are eligible for the incentive programs contained herein, must be paid in full and the amount of the incentive will be reimbursed as a grant to the applicant. Grants will only be paid out when the work has been completed and paid invoices are submitted to the Town.
- Outstanding work orders from the Town's Fire Department or the Building Department must be addressed prior to grant approval; and,
- Applications for financial incentives shall be in accordance with the eligibility criteria indicated for each individual incentive program (Sections 4.2.1 to 4.2.9 of the CIP) as well as the general policies and requirements for submitting applications as outlined in Section 6.7 of the CIP.

## **Schedule “B” – Specific Terms & Conditions**

### **Signage Improvement Program**

#### **Purpose**

Signage improvements contribute to overall design of the streetscape while supporting the promotion of commercial businesses. The purpose of the Signage Improvements Program is to encourage and facilitate the improvement of signage in the Town, including the installation of permanent signage that replace existing temporary signage structures. The program is intended to promote new, attractive signage that contributes to the visual identity and character of the Town.

The program will be administered as a grant.

#### **Eligible Properties**

Properties designated as Downtown Area, Mixed Use Residential / Commercial Area and Mixed Use Commercial / Employment Area on Schedule A of the Town of Arnprior Official Plan are eligible for this program.

#### **Eligible Signs**

Eligible signage shall only include front or side permanent signage that is visible from the public street. Costs associated with the construction of temporary signage are not eligible for this program.

#### **Grant Value**

Grants for signage improvements to a commercial or mixed-use building or property, may be provided to eligible applicants for a total of 1/2 (50%) of the construction costs to a maximum of \$500.

#### **Eligible Project Costs**

The following types signage improvements are considered eligible:

1. Replacement, repair, improvement or installation of signage on building façades, including signage lighting;
2. Stand-alone permanent signs located in front or side yards;
3. The removal of temporary sign units utilized as permanent signage solutions;
4. Any other signage-related work approved by the Town; and
5. Any combination of the above.

#### **Design Guidelines**

The proposed improvements will be generally consistent with and maintain the intent of the Design Guidelines (Appendix A of the CIP) and are in accordance with the Heritage Conservation District Master Plan, if applicable.

**Payment of Grant**

The grant will be paid upon completion of the community improvement works, to the satisfaction of the Town in consultation with the Review Panel.

**General Eligibility Criteria**

All of the General Eligibility Requirements (outlined in Section 6.7 of the CIP) apply.

**Specific Eligibility Criteria**

1. All grant applications related to new or updated facades shall be in compliance with the Town's Property Standards By-law.
  
2. All grant applications related to new or updated facades within the Downtown Core shall be in compliance with the Town's Downtown Heritage Conservation Plan.

# **The Corporation of the Town of Arnprior**

## **By-law Number 7413-23**

A by-law to authorize the execution of a funding agreement between the Corporation of the Town of Arnprior and Lyndsey Cunningham for participation and funding in the Community Improvement Plan (CIP) for 114 John Street North.

**Whereas** Section 8(1) of the *Municipal Act*, S.O. 2001, Chapter 25, confers broad authority on municipalities to enable municipalities to govern their affairs as they consider appropriate; and

**Whereas** Section 11(3)10 of the Municipal Act provides that a municipality may pass By-laws respecting economic development services; and

**Whereas** By-law No. 7274-22, designated a Community Improvement Project Area for the purpose of preparing and implementing a Community Improvement Plan respecting the revitalization, redevelopment; and

**Whereas** By-law No. 7275-22 adopted a Community Improvement Plan for the established Community Improvement Project Area, in accordance with Section 28 of the *Planning Act*, R.S.O., 1990, as amended, for the purpose of carrying out community improvement through various Town-led initiatives and financial incentives set forth in a Community Improvement Plan;

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

1. **That** authority is hereby granted for the Mayor and Clerk to execute the necessary agreement, attached as "Appendix A", with Lyndsey Cunningham for funding under the Community Improvement Plan (CIP) to improve 114 John Street North.
2. **That** funding in the amount of \$500 for the CIP Application is allocated from the CIP Grants Account.
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 28<sup>th</sup> day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Clerk





## Town of Arnprior

### Community Improvement Plan

#### Financial Incentive Program Agreement

**Registered Property Owner (s):** Chantal Beaulieu

**Authorized Applicant (if not the owner):** Lyndsey Cunningham

**Application File Number:** CIP – 23-02

**Property Address:** 114 John Street North

**Legal Description of Property:** Plan 19, Part Lot 2, Part Lot 21

**Roll Number of Property:** 4702 000 01505800 0000

**Telephone Number:** 613-623-5393

**Date of Application Approval:** August 28, 2023

**Anticipated Commencement Date of Community Improvement Works:**

August 2023

**Anticipated Completion Date of Community Improvement Works:** September 2023

#### Grants

	CIP Financial Incentive Programs	Value of Grant
	Accessibility Improvements Program	
	Application and Building Permit Fees Refund Program	
	Business Location, Expansion and Start-Up Program	
	Brownfield Remediation Tax Assistance Program (BRTAP)	
	Façade and Property Improvement Program	
	Heritage Property Improvement Program	
	Parking Area and Landscaping Improvement Program	
	Sidewalk Café Grant Program	
X	Signage Improvement Program	\$500

	<b>Total Grants</b>	\$500
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## **Financial Incentive Program Period:**

Provided on a one-time basis upon the successful completion of the work, to the satisfaction of the Town.

## **Declaration:**

1. I/We hereby apply for a grant/rebate, pursuant to the Town of Arnprior Community Improvement Plan, and have completed and fulfilled the requirements of the Financial Incentive Program Application Form to the satisfaction of the Town.
2. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "A" and agree to be bound by the General Terms and Conditions of the Financial Incentive Programs therein.
3. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "B" and the Specific Terms and Conditions as contained therein.
4. I/We hereby agree that in the event of default, the rebate, refund, and/or grant is immediately cancelled and any rebate, refund, and/or grant monies previously received by the applicant become immediately due for payment to the Town of Arnprior.
5. Any of the following events will be considered default during the grant period:
  - a. Commencement of the approved community improvement works is not undertaken within 6 months of the signing of this Agreement;
  - b. Completion of the community improvement works are not consistent with the description or information as provided by the Applicant on an approved Financial Incentive Program Application Form and by supporting materials, or are not completed to the satisfaction of the Town as confirmed by the Administrator;
  - c. Demolition of the building which was subject to the community improvement works;
  - d. Use of the grant for ineligible costs, or for works which were not specified as part of the project, as indicated by the Applicant on the approved Financial Incentive Program Application Form and supporting materials;

- e. Failure of the property owner to pay taxes in any year during the rebate, refund or grant period;
  - f. Bankruptcy of the recipient of the rebate, refund or grant;
  - g. Transfer of ownership of the subject real estate, (unless, in its sole discretion, the Town approves, in writing, a continuance of this grant with the Transferee); or
  - h. Conversion, reconstruction or change in use of the subject building in a manner that defeats or contravenes the stated purposes for which this grant was approved by the Town's Review Committee or Council in accordance with the grant application.
6. Based on the Applicant's Acknowledgement and Agreement, the Town of Arnprior agrees to advance the above-described grant upon satisfactory proof of the completion of the work, and documentation of paid invoices associated with the community improvement works.
7. I/We hereby agree that it is the responsibility of the Applicant to notify the Town of Arnprior of the following:
- a. Any change in the ownership of the property;
  - b. Any change in the tenancy of the subject property, where the Applicant is a tenant;
  - c. Any changes to the approved cost/quotes, work plan and/or drawings;
  - d. The completion of the work; or
  - e. Any delay in the timing of commencement or completion of the work as stated herein.
8. I/We hereby agree that this Agreement Form shall be binding upon the parties and their heirs, executors, successors and assigns.

This agreement shall be binding upon the successors and assigns of the parties hereto.

In witness whereof the parties have affixed their hands and seals this \_\_\_\_ day of August, 2023.

**Signatures:**

I/We have authority to bind the Corporation:

\_\_\_\_\_  
Print Name: Lyndsey Cunningham

Title:

\_\_\_\_\_  
Print Name:

Title:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lisa McGee, Mayor

\_\_\_\_\_  
Shelley Mackenzie, Town Clerk

## **Schedule “A” - General Terms & Conditions of the Financial Incentive Programs**

The general and program-specific requirements contained in the Town of Arnprior Community Improvement Plan (CIP) are not necessarily exhaustive and the Town reserves the right to include other requirements and conditions as deemed necessary:

- An application for any financial incentive program contained in the CIP must be submitted to the Town prior to the commencement of any works to which the financial incentive program applies and prior to an application for a building permit;
- If the applicant is not the owner of the property (e.g. tenant), the applicant must provide written consent from the owner of the property to make the application;
- An application for any financial incentive program contained in the CIP must include plans, estimates, contracts, reports and other details, as required by the Town, to satisfy the Town with respect to project costs and conformity to the CIP, as well as all municipal by-laws, policies, procedures, standards and guidelines, including Official Plan, Zoning By-law, and Site Plan requirements and approvals;
- Town Staff will review applications and supporting materials for CIP programs. Applications will be reviewed by the Plan Administrator, as determined by the Town. The Plan Administrator will evaluate applications against program eligibility requirements and make a recommendation to Town Council or Council's designate. The application is subject to approval by Town Council or Council's designate;
- As a condition of application approval, the applicant may be required to enter into an agreement with the Town. The Agreement will specify the terms, duration, and default provisions of the incentive to be provided;
- Where other sources of government and/or non-profit organization funding (Federal, Provincial, etc.) that can be applied against the eligible costs are anticipated or have been secured, these must be declared as part of the application. Accordingly, the grant may be reduced on a pro-rated basis;
- The Town reserves the right to audit the cost of any and all works that have been approved under any of the financial incentive programs, at the expense of the applicant;
- The Town is not responsible for any costs incurred by an applicant in relation to any of the programs, including and without limitation, costs incurred in anticipation of a tax assistance and/or grant payment;
- If the applicant is in default of any of the general or program specific requirements, or any other requirements of the Town, the Town may delay, reduce or cancel the approved tax assistance and/or grant payment and require repayment of the approved tax assistance and/or grant;

- The Town may discontinue any of the programs contained in the CIP at any time, but applicants with approved tax assistance and/or grant payments will still receive said payment, subject to meeting the general and program specific requirements;
- Town staff, officials, and/or agents of the Town may inspect any property that is the subject of an application for any of the financial incentive programs offered by the Town;
- Eligible applicants can apply for one, more, or all of the incentive programs contained in the CIP, with the exception of the Tax Increment Equivalent Grant which cannot be combined with any other grant in this plan. No two programs may be used to pay for the same eligible cost. Also, the total of all tax assistance and grants provided in respect of the subject property for which an applicant is making application under the programs contained in the CIP shall not exceed the eligible cost of the improvements to that property; and
- The subject property shall not be in arrears of any municipal taxes, area rates or other charges;
- All expenses that are eligible for the incentive programs contained herein, must be paid in full and the amount of the incentive will be reimbursed as a grant to the applicant. Grants will only be paid out when the work has been completed and paid invoices are submitted to the Town.
- Outstanding work orders from the Town's Fire Department or the Building Department must be addressed prior to grant approval; and,
- Applications for financial incentives shall be in accordance with the eligibility criteria indicated for each individual incentive program (Sections 4.2.1 to 4.2.9 of the CIP) as well as the general policies and requirements for submitting applications as outlined in Section 6.7 of the CIP.

## **Schedule “B” – Specific Terms & Conditions**

### **Signage Improvement Program**

#### **Purpose**

Signage improvements contribute to overall design of the streetscape while supporting the promotion of commercial businesses. The purpose of the Signage Improvements Program is to encourage and facilitate the improvement of signage in the Town, including the installation of permanent signage that replace existing temporary signage structures. The program is intended to promote new, attractive signage that contributes to the visual identity and character of the Town.

The program will be administered as a grant.

#### **Eligible Properties**

Properties designated as Downtown Area, Mixed Use Residential / Commercial Area and Mixed Use Commercial / Employment Area on Schedule A of the Town of Arnprior Official Plan are eligible for this program.

#### **Eligible Signs**

Eligible signage shall only include front or side permanent signage that is visible from the public street. Costs associated with the construction of temporary signage are not eligible for this program.

#### **Grant Value**

Grants for signage improvements to a commercial or mixed-use building or property, may be provided to eligible applicants for a total of 1/2 (50%) of the construction costs to a maximum of \$500.

#### **Eligible Project Costs**

The following types signage improvements are considered eligible:

1. Replacement, repair, improvement or installation of signage on building façades, including signage lighting;
2. Stand-alone permanent signs located in front or side yards;
3. The removal of temporary sign units utilized as permanent signage solutions;
4. Any other signage-related work approved by the Town; and
5. Any combination of the above.

#### **Design Guidelines**

The proposed improvements will be generally consistent with and maintain the intent of the Design Guidelines (Appendix A of the CIP) and are in accordance with the Heritage Conservation District Master Plan, if applicable.

**Payment of Grant**

The grant will be paid upon completion of the community improvement works, to the satisfaction of the Town in consultation with the Review Panel.

**General Eligibility Criteria**

All of the General Eligibility Requirements (outlined in Section 6.7 of the CIP) apply.

**Specific Eligibility Criteria**

1. All grant applications related to new or updated facades shall be in compliance with the Town's Property Standards By-law.
  
2. All grant applications related to new or updated facades within the Downtown Core shall be in compliance with the Town's Downtown Heritage Conservation Plan.



# **The Corporation of the Town of Arnprior**

## **By-law Number 7414-23**

A by-law to authorize the execution of a funding agreement between the Corporation of the Town of Arnprior and Nathan Scott for participation and funding in the Community Improvement Plan (CIP) for 114 John Street North.

**Whereas** Section 8(1) of the *Municipal Act*, S.O. 2001, Chapter 25, confers broad authority on municipalities to enable municipalities to govern their affairs as they consider appropriate; and

**Whereas** Section 11(3)10 of the Municipal Act provides that a municipality may pass By-laws respecting economic development services; and

**Whereas** By-law No. 7274-22, designated a Community Improvement Project Area for the purpose of preparing and implementing a Community Improvement Plan respecting the revitalization, redevelopment; and

**Whereas** By-law No. 7275-22 adopted a Community Improvement Plan for the established Community Improvement Project Area, in accordance with Section 28 of the *Planning Act*, R.S.O., 1990, as amended, for the purpose of carrying out community improvement through various Town-led initiatives and financial incentives set forth in a Community Improvement Plan;

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

1. **That** authority is hereby granted for the Mayor and Clerk to execute the necessary agreement, attached as "Appendix A", with Nathan Scott for funding under the Community Improvement Plan (CIP) to improve 114 John Street North.
2. **That** funding in the amount of \$500 for the CIP Application is allocated from the CIP Grants Account.
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 28<sup>th</sup> day of August, 2023.

### **Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Clerk



## Town of Arnprior

### Community Improvement Plan

#### Financial Incentive Program Agreement

**Registered Property Owner (s):** Chantal Beaulieu

**Authorized Applicant (if not the owner):** Nathan Scott

**Application File Number:** CIP – 23-02

**Property Address:** 114 John Street North

**Legal Description of Property:** Plan 19, Part Lot 2, Part Lot 21

**Roll Number of Property:** 4702 000 01505800 0000

**Telephone Number:** 613-623-5393

**Date of Application Approval:** August 28, 2023

**Anticipated Commencement Date of Community Improvement Works:**

August 2023

**Anticipated Completion Date of Community Improvement Works:** September 2023

#### Grants

	CIP Financial Incentive Programs	Value of Grant
	Accessibility Improvements Program	
	Application and Building Permit Fees Refund Program	
	Business Location, Expansion and Start-Up Program	
	Brownfield Remediation Tax Assistance Program (BRTAP)	
	Façade and Property Improvement Program	
	Heritage Property Improvement Program	
	Parking Area and Landscaping Improvement Program	
	Sidewalk Café Grant Program	
X	Signage Improvement Program	\$500

	<b>Total Grants</b>	\$500
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## **Financial Incentive Program Period:**

Provided on a one-time basis upon the successful completion of the work, to the satisfaction of the Town.

## **Declaration:**

1. I/We hereby apply for a grant/rebate, pursuant to the Town of Arnprior Community Improvement Plan, and have completed and fulfilled the requirements of the Financial Incentive Program Application Form to the satisfaction of the Town.
2. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "A" and agree to be bound by the General Terms and Conditions of the Financial Incentive Programs therein.
3. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "B" and the Specific Terms and Conditions as contained therein.
4. I/We hereby agree that in the event of default, the rebate, refund, and/or grant is immediately cancelled and any rebate, refund, and/or grant monies previously received by the applicant become immediately due for payment to the Town of Arnprior.
5. Any of the following events will be considered default during the grant period:
  - a. Commencement of the approved community improvement works is not undertaken within 6 months of the signing of this Agreement;
  - b. Completion of the community improvement works are not consistent with the description or information as provided by the Applicant on an approved Financial Incentive Program Application Form and by supporting materials, or are not completed to the satisfaction of the Town as confirmed by the Administrator;
  - c. Demolition of the building which was subject to the community improvement works;
  - d. Use of the grant for ineligible costs, or for works which were not specified as part of the project, as indicated by the Applicant on the approved Financial Incentive Program Application Form and supporting materials;

- e. Failure of the property owner to pay taxes in any year during the rebate, refund or grant period;
  - f. Bankruptcy of the recipient of the rebate, refund or grant;
  - g. Transfer of ownership of the subject real estate, (unless, in its sole discretion, the Town approves, in writing, a continuance of this grant with the Transferee); or
  - h. Conversion, reconstruction or change in use of the subject building in a manner that defeats or contravenes the stated purposes for which this grant was approved by the Town's Review Committee or Council in accordance with the grant application.
6. Based on the Applicant's Acknowledgement and Agreement, the Town of Arnprior agrees to advance the above-described grant upon satisfactory proof of the completion of the work, and documentation of paid invoices associated with the community improvement works.
7. I/We hereby agree that it is the responsibility of the Applicant to notify the Town of Arnprior of the following:
- a. Any change in the ownership of the property;
  - b. Any change in the tenancy of the subject property, where the Applicant is a tenant;
  - c. Any changes to the approved cost/quotes, work plan and/or drawings;
  - d. The completion of the work; or
  - e. Any delay in the timing of commencement or completion of the work as stated herein.
8. I/We hereby agree that this Agreement Form shall be binding upon the parties and their heirs, executors, successors and assigns.

This agreement shall be binding upon the successors and assigns of the parties hereto.

In witness whereof the parties have affixed their hands and seals this \_\_\_\_ day of August, 2023.

**Signatures:**

I/We have authority to bind the Corporation:

\_\_\_\_\_

Print Name: Nathan Scott

Title:

\_\_\_\_\_

Print Name:

Title:

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Lisa McGee, Mayor

\_\_\_\_\_

Shelley Mackenzie, Town Clerk

## **Schedule “A” - General Terms & Conditions of the Financial Incentive Programs**

The general and program-specific requirements contained in the Town of Arnprior Community Improvement Plan (CIP) are not necessarily exhaustive and the Town reserves the right to include other requirements and conditions as deemed necessary:

- An application for any financial incentive program contained in the CIP must be submitted to the Town prior to the commencement of any works to which the financial incentive program applies and prior to an application for a building permit;
- If the applicant is not the owner of the property (e.g. tenant), the applicant must provide written consent from the owner of the property to make the application;
- An application for any financial incentive program contained in the CIP must include plans, estimates, contracts, reports and other details, as required by the Town, to satisfy the Town with respect to project costs and conformity to the CIP, as well as all municipal by-laws, policies, procedures, standards and guidelines, including Official Plan, Zoning By-law, and Site Plan requirements and approvals;
- Town Staff will review applications and supporting materials for CIP programs. Applications will be reviewed by the Plan Administrator, as determined by the Town. The Plan Administrator will evaluate applications against program eligibility requirements and make a recommendation to Town Council or Council's designate. The application is subject to approval by Town Council or Council's designate;
- As a condition of application approval, the applicant may be required to enter into an agreement with the Town. The Agreement will specify the terms, duration, and default provisions of the incentive to be provided;
- Where other sources of government and/or non-profit organization funding (Federal, Provincial, etc.) that can be applied against the eligible costs are anticipated or have been secured, these must be declared as part of the application. Accordingly, the grant may be reduced on a pro-rated basis;
- The Town reserves the right to audit the cost of any and all works that have been approved under any of the financial incentive programs, at the expense of the applicant;
- The Town is not responsible for any costs incurred by an applicant in relation to any of the programs, including and without limitation, costs incurred in anticipation of a tax assistance and/or grant payment;
- If the applicant is in default of any of the general or program specific requirements, or any other requirements of the Town, the Town may delay, reduce or cancel the approved tax assistance and/or grant payment and require repayment of the approved tax assistance and/or grant;

- The Town may discontinue any of the programs contained in the CIP at any time, but applicants with approved tax assistance and/or grant payments will still receive said payment, subject to meeting the general and program specific requirements;
- Town staff, officials, and/or agents of the Town may inspect any property that is the subject of an application for any of the financial incentive programs offered by the Town;
- Eligible applicants can apply for one, more, or all of the incentive programs contained in the CIP, with the exception of the Tax Increment Equivalent Grant which cannot be combined with any other grant in this plan. No two programs may be used to pay for the same eligible cost. Also, the total of all tax assistance and grants provided in respect of the subject property for which an applicant is making application under the programs contained in the CIP shall not exceed the eligible cost of the improvements to that property; and
- The subject property shall not be in arrears of any municipal taxes, area rates or other charges;
- All expenses that are eligible for the incentive programs contained herein, must be paid in full and the amount of the incentive will be reimbursed as a grant to the applicant. Grants will only be paid out when the work has been completed and paid invoices are submitted to the Town.
- Outstanding work orders from the Town's Fire Department or the Building Department must be addressed prior to grant approval; and,
- Applications for financial incentives shall be in accordance with the eligibility criteria indicated for each individual incentive program (Sections 4.2.1 to 4.2.9 of the CIP) as well as the general policies and requirements for submitting applications as outlined in Section 6.7 of the CIP.

## **Schedule “B” – Specific Terms & Conditions**

### **Signage Improvement Program**

#### **Purpose**

Signage improvements contribute to overall design of the streetscape while supporting the promotion of commercial businesses. The purpose of the Signage Improvements Program is to encourage and facilitate the improvement of signage in the Town, including the installation of permanent signage that replace existing temporary signage structures. The program is intended to promote new, attractive signage that contributes to the visual identity and character of the Town.

The program will be administered as a grant.

#### **Eligible Properties**

Properties designated as Downtown Area, Mixed Use Residential / Commercial Area and Mixed Use Commercial / Employment Area on Schedule A of the Town of Arnprior Official Plan are eligible for this program.

#### **Eligible Signs**

Eligible signage shall only include front or side permanent signage that is visible from the public street. Costs associated with the construction of temporary signage are not eligible for this program.

#### **Grant Value**

Grants for signage improvements to a commercial or mixed-use building or property, may be provided to eligible applicants for a total of 1/2 (50%) of the construction costs to a maximum of \$500.

#### **Eligible Project Costs**

The following types signage improvements are considered eligible:

1. Replacement, repair, improvement or installation of signage on building façades, including signage lighting;
2. Stand-alone permanent signs located in front or side yards;
3. The removal of temporary sign units utilized as permanent signage solutions;
4. Any other signage-related work approved by the Town; and
5. Any combination of the above.

#### **Design Guidelines**

The proposed improvements will be generally consistent with and maintain the intent of the Design Guidelines (Appendix A of the CIP) and are in accordance with the Heritage Conservation District Master Plan, if applicable.



**Payment of Grant**

The grant will be paid upon completion of the community improvement works, to the satisfaction of the Town in consultation with the Review Panel.

**General Eligibility Criteria**

All of the General Eligibility Requirements (outlined in Section 6.7 of the CIP) apply.

**Specific Eligibility Criteria**

1. All grant applications related to new or updated facades shall be in compliance with the Town's Property Standards By-law.
2. All grant applications related to new or updated facades within the Downtown Core shall be in compliance with the Town's Downtown Heritage Conservation Plan.

# **The Corporation of the Town of Arnprior**

## **By-law Number 7415-23**

A by-law of the Town of Arnprior to designate certain lands in Marshall's Bay Meadows Subdivision (49M-115), as being exempt from Part Lot Control.

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

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

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

- 1. That** subject to Section 2 hereof, the Planning Act, subsection 50(5) does not apply to the lands described as:
  - a.** Block 40 on Plan 49M-115 designated as Parts 1 and 2 on Plan 49R-20399
  - b.** Block 40 on Plan 49M-115 designated as Parts 3 and 4 on Plan 49R-20399
  - c.** Block 40 on Plan 49M-115 designated as Parts 5 and 6 on Plan 49R-20399
  - d.** Block 40 on Plan 49M-115 designated as Part 7 on Plan 49R-20399
  - e.** Block 40 on Plan 49M-115 designated as Parts 8 and 9 on Plan 49R-20399
  - f.** Block 40 on Plan 49M-115 designated as Parts 1 and 2 on Plan 49R-20400
  - g.** Block 40 on Plan 49M-115 designated as Parts 3 and 4 on Plan 49R-20400
  - h.** Block 40 on Plan 49M-115 designated as Parts 5 and 6 on Plan 49R-20400
  - i.** Block 40 on Plan 49M-115 designated as Part 7 on Plan 49R-20400
  - j.** Block 42 on Plan 49M-115 designated as Parts 1 and 3 on Plan 49R-20424
  - k.** Block 42 on Plan 49M-115 designated as Parts 2 and 4 on Plan 49R-20424
  - l.** Block 41 on Plan 49M-115 designated as Part 1 on Plan 49R-20425
  - m.** Block 41 on Plan 49M-115 designated as Parts 2, 3 and 4 on Plan 49R-20425
  - n.** Block 45 on Plan 49M-115 designated as Part 1 on Plan 49R-20426
  - o.** Block 45 on Plan 49M-115 designated as Part 2 on Plan 49R-20426

- p. Block 40 on Plan 49M-115 designated as Parts 1 and 2 on Plan 49R-20427
- q. Block 40 on Plan 49M-115 designated as Parts 3 and 4 on Plan 49R-20427
- r. Block 40 on Plan 49M-115 designated as Parts 5 and 6 on Plan 49R-20427
- s. Block 40 on Plan 49M-115 designated as Parts 7 and 8 on Plan 49R-20427
- t. Block 44 on Plan 49M-115 designated as Part 1 on Plan 49R-20429
- u. Block 44 on Plan 49M-115 designated as Part 2 on Plan 49R-20429

**2. That** this by-law shall be effective only to the extent necessary to permit:

- (a) the creation of parcels for construction purposes and to permit such parcels to be charged and/or discharged;
- (b) individual dwelling units, together with appurtenant rights and easements in land associated therewith, to be conveyed to each initial purchaser thereof, and to be charged and discharged; and
- (c) any easements, including rights-of-way, as contained in the transfers to each initial purchaser of each individual dwelling unit; and this by-law shall not be construed as to permit the further severance or resubdivision of any such parcel.

**3. That** a conveyance or conveyances in favour of the Town of Arnprior shall not for the purpose of this by-law be considered to be a severance and this by-law shall also be deemed to permit the grant or release of easements held in favour of the Town on or with respect to the lands described above.

**4. That** this by-law shall become effective upon the endorsement by the Corporation of the County of Renfrew of its said approval of the by-law.

**5. That** no further subdivision of the aforementioned lands shall be undertaken upon completing of the original purpose for which this by-law is being passed and approved except by an application made pursuant to Section 50 of the Planning Act, R. S. O. 1990, as amended.

**6. That** this by-law shall expire and be of no further force and effect as of the 28<sup>th</sup> day of August, 2024.

**Enacted and Passed** this 28<sup>th</sup> day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Clerk

**The Corporation of the  
Town of Arnprior**

**By-law Number 7416-23**

A by-law to award a contract for the Water Filtration Plant Clearwell #1 Replacement Design project to Stantec Consulting Limited, for a total of \$175,336.34 (plus HST) under the existing Standing Offer agreement.

**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 the Design of Clearwell #1 Replacement with a budget of \$250,000; and

**Whereas** in accordance with the Town's Procurement Policy (By-Law 6942-19) the Town solicited a Proposal under the Standing Offer Agreement; and

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

1. **That** Council awards the contract for the Water Filtration Plant Clearwell #1 Replacement project to Stantec Consulting Limited, for a total of \$175,336.34 (plus HST) under the existing Standing Offer agreement; and
2. **That** Council Authorize the CAO to execute the agreements, and related documents with Stantec Consulting Limited to complete the defined scope of work.
3. **That** any by-laws, resolutions or parts of by-laws or resolutions inconsistent with this by-law be hereby repealed.
4. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted** and **passed** this 28<sup>th</sup> day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk

# **The Corporation of the Town of Arnprior**

## **By-law Number 7417-23**

A by-law to award a contract for project #REC-2023-03 (Growing Outdoor Play at Legion Park and Caruso Park) for inspection and contract administration.

**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 July 10<sup>th</sup>, 2023, Council passed By-Law 7404-23 awarding the civil works, landscaping and playground updates and installations and Legion and Caruso Parks to CSL Group Limited at a cost of \$498,861.02 (plus HST); and

**Whereas** in accordance with the Town's Procurement Policy (By-Law 6942-19) the Town requested a financial proposal for inspection and contract administration through the Standing Offer Agreement for #REC-2023-03 "Growing Outdoor Play at Legion Park and Caruso Park", and:

**Whereas** Jp2g submitted a financial proposal for inspection and contract administration at a cost of \$24,470.00 (plus HST).

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

1. **That** Council authorize the inspection and contract administration services for the Growing Outdoor Play at Legion Park and Caruso Park project to Jp2g Consultants Incorporated, for a total of \$24,900.67 (includes net HST); and
2. **That** the services are funded from Development Charges Reserve Fund for \$7,470.20 and \$17,430.47 from the Parkland Reserve Fund; and
3. **That** Council authorize the CAO to execute the necessary documents to award the contract; and
4. **That** any by-laws, resolutions or parts of by-laws or resolutions inconsistent with this by-law be hereby repealed.

**Enacted and passed** this 28<sup>th</sup> day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Clerk

## **The Corporation of the Town of Arnprior**

### **By-law Number 7418-23**

A by-law to authorize the Corporation of the Town of Arnprior to enter into a contribution agreement with His Majesty the King in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, for the transfer of funds for a Rural Economic Development Program Grant.

**Whereas** the Rural Economic Development Program supports economic development projects and innovations in rural communities;

**And Whereas** the Town of Arnprior has applied to the Government for funds to assist in the carrying out of a Business Retention and Expansion Project with a focus on Employment and Tourism;

**And Whereas** the Contribution Agreement sets out the terms and conditions upon which grant funds, up to the maximum funds, will be provided to the Town of Arnprior for carrying out the Project.

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

1. **That** the CAO and General Manager, Client Services/Treasurer be and are hereby authorized for and in the name of the Corporation of the Town of Arnprior to execute and to affix the seal of the Corporation to the agreement in the form attached hereto as Appendix A, between the Corporation of the Town of Arnprior and His Majesty the King in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.
2. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 28<sup>th</sup> day of August, 2023.

**Signatures:**

Lisa McGee, Mayor

Shelley Mackenzie, Town Clerk

# RURAL ECONOMIC DEVELOPMENT PROGRAM

## AGREEMENT BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

**CORPORATION OF THE TOWN OF ARNPRIOR**

**CRA # 106984438**

(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

### 1.0 ENTIRE AGREEMENT

#### 1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,  
Schedule "B" – Operational Requirements and Additional Provisions,  
Schedule "C" – Project Description,  
Schedule "D" – Financial Information,  
Schedule "E" – Payments and Reports,  
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

### 2.0 COUNTERPARTS

#### 2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### 2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

### 3.0 AMENDING AGREEMENT

#### 3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

#### 4.1 The Recipient acknowledges and agrees:

- (a) (a) It has read and understands the provisions contained in the entire Agreement;
- (b) (a) It will be bound by the terms and conditions in the entire Agreement;
- (c) (a) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) (i) Funding for the purposes of the *BPSAA* and the *PSSDA*;
- (e) (e) The Province is not responsible for managing or carrying out the Project; and
- (f) (e) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO,**

as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
 Name: Alan Crawley  
 Title: Director, Rural Programs Branch

\_\_\_\_\_  
 Date:

I have the authority to bind the Province pursuant to delegated authority.

**CORPORATION OF THE TOWN OF ARNPRIOR**

\_\_\_\_\_  
 Name: Jennifer Morawiec  
 Title: General Manager of Client Services/Treasurer

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Name: Robin Paquette  
 Title: CAO

\_\_\_\_\_  
 Date:

I have authority to bind the Recipient.



## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

#### **A.1.1 Interpretation.** For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

#### **A.1.2 Definitions.** In the Agreement, the following terms will have the following meaning:

“**Additional Terms And Conditions**” means the additional terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

“**AGA**” means the *Auditor General Act, 1990*

“**Agreement**” means this contract between the Province and the Recipient,

“**Arm’s Length**” has the same meaning as determined under the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Budget**” means the budget attached to section D.2 of this Agreement.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is not open for business.

“**Claim Submission Deadline**” means the date or dates set out under section E.1 (b) of this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“**Cost-Share Funding Percentage**” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

“**Effective Date**” means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

**“Eligible Costs”** means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section A.14.1 of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with His Majesty the King in Right of Ontario or one of His agencies.

**“Final Report”** means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

**“FIPPA”** means the *Ontario Freedom of Information and Protection of Privacy Act*.

**“Funding Year”** means:

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

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Guidelines”** means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

**“Holdback”** means the amount set out under section D.1.3 of this Agreement.

**“Incurred”** in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

**“Indemnified Parties”** means His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds that the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

**“Minister”** means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient, unless the context implies otherwise.

**“Program”** means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

**“Project Completion Date”** means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “E” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**“Timelines”** means the Project schedule set out in Schedule “B”.

**A.1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

**A.2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

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

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A.2.4 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

**A.2.5 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

### **ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT**

**A.3.1 Funds Provided.** The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A.3.2 Limitation On Payment Of Funds.** Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Recover Funds already paid to the Recipient; or
  - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

**A.3.3 Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
  - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
  - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget, including any sub-limits set out therein.

**A.3.4 Province's Role Limited To Providing Funds.** For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**A.3.5 No Changes.** The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

**A.3.6 No Payment of Funds until Eligible Expenses are approved.** The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

**A.3.7 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

**A.3.8 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**A.3.9 Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement and the Program is based on the actual costs to the Recipient, less any costs for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, including but not limited to tax rebates, credits or refunds. The Recipient further acknowledges and accepts that it is not entitled to those same costs, taxes, rebates, credits or refunds under this Agreement or the Program in whole or in part.

**A.3.10 Funding, Not Procurement.** The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

#### ARTICLE A.4

#### RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

**A.4.1 Acquisition.** If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

**A.4.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

**A.4.3 Disposal.** The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

## **ARTICLE A.5 CONFLICT OF INTEREST**

- A.5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
  - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- A.5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

## **ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW**

- A.6.1 *Preparation And Submission.*** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
  - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
    - (i) Completed to the satisfaction of the Province; and
    - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

- (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

**A.6.4 Disclosure.** To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**A.6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A.6.6 Auditor General.** For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

## ARTICLE A.7 COMMUNICATIONS

**A.7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in section B.1.4 for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province in the form and manner set out under section B.1.5 of this Agreement or as otherwise directed; and
- (c) indicate in all of its Project-related publications – whether written, oral or visual – that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications, such as reports from municipal staff to council, are not subject to the requirements in paragraphs A.7.1 (a), (b) and (c).

**A.7.2 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

## ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

**A.8.1 Additional Terms And Conditions.** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

## ARTICLE A.9 INDEMNITY



- A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A.9.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

## ARTICLE A.10 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
  - (b) Contractual liability coverage;
  - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 Proof Of Insurance.** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
    - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
    - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
  - (b) In the event that:

- (i) A claim is made against the Province in relation to this Agreement, and
- (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

## ARTICLE A.11 TERMINATION ON NOTICE

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

**A.11.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
  - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

## ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

**A.12.1 Termination Where No Appropriation.** If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A.12.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

**A.12.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **ARTICLE A.13**

### **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A.13.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;
  - (ii) Use or spend the Funds;
  - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

**A.13.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.13.3 Opportunity To Remedy.** If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A.13.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

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

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

**A.13.5 When Termination Effective.** Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

#### **ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT**

**A.14.1 Limited Termination Of Agreement.** Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

**A.14.2 Impact Of Limited Termination Of The Agreement.** If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

#### **ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

#### **ARTICLE A.16 REPAYMENT**

**A.16.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A.16.2 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A.16.3 *Payment Of Money To Province.*** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1 of Schedule “A” of this Agreement.

**A.16.4 *Repayment.*** Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, His Majesty the King in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in Right of Ontario.

**A.16.5 *Funds Are Part Of A Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

#### **ARTICLE A.17 NOTICE**

**A.17.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail or personal delivery and will be addressed to the Province and the Recipient respectively as set out in section B.1.6 of this Agreement or as either Party later designates to the other by Notice.

**A.17.2 *Notice Given.*** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

**A.17.3 *Postal Disruption.*** Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

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

#### **ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A.18.1 *Consent.*** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **ARTICLE A.19 SEVERABILITY OF PROVISIONS**

**A.19.1 *Invalidity Or Unenforceability Of Any Provision.*** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## ARTICLE A.20 WAIVER

**A.20.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

## ARTICLE A.21 INDEPENDENT PARTIES

**A.21.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

**A.22.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A.22.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE A.23 GOVERNING LAW

**A.23.1 *Governing Law.*** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## ARTICLE A.24 FURTHER ASSURANCES

**A.24.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

## ARTICLE A.25 JOINT AND SEVERAL LIABILITY

**A.25.1 *Joint And Several Liability.*** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

## ARTICLE A.26 RIGHTS AND REMEDIES CUMULATIVE

**A.26.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## ARTICLE A.27 JOINT AUTHORSHIP

**A.27.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## ARTICLE A.28 FAILURE TO COMPLY WITH OTHER AGREEMENT

**A.28.1 *Other Agreements.*** If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## ARTICLE A.29 SURVIVAL

**A.29.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]**

## SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

### ARTICLE B.1 OPERATIONAL REQUIREMENTS

**B.1.1 Effective Date.** The Effective Date of this Agreement is: **April 1, 2023**

**B.1.2 Expiration Date.** The Expiration Date of this Agreement is: **May 9, 2025**

**B.1.3 Project Completion Date.** The Project Completion Date is: **May 9, 2024**

The Project Completion Date may be extended once at the request of the Recipient by up to six (6) months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

**B.1.4 Submission Of Reports and Publications For Approval.** All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

**Name:** Ontario Ministry of Agriculture, Food and Rural Affairs

**Address:** Rural Programs Branch  
4th Floor NW, 1 Stone Road West  
Guelph, Ontario N1G 4Y2

**Attention:** Agriculture and Rural Programs Unit

**Email:** RED@ontario.ca

or any other person identified by the Province in writing.

**B.1.5 Recognition Of Provincial Support:** In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province’s support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

**B.1.6 Providing Notice.** All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
<b>Name:</b>	Ontario Ministry of Agriculture, Food and Rural Affairs	Corporation of the Town of Arnprior



**Address:** Rural Programs Branch 105 Elgin Street West  
 4th Floor NW, 1 Stone Road West Arnnprior, Ontario K7S 0A8  
 Guelph, Ontario N1G 4Y2

**Attention:** Director, Rural Programs Branch Lindsay Wilson, Marketing & Economic  
 Development Officer

**Email:** RED@ontario.ca lwilson@arnprior.ca

or any other person identified by the Parties in writing through a Notice.

## **ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS**

### ***Insolvency***

#### **B.2.1 Notice Of Recipient's Insolvency.** The Recipient will:

- (a) Provide the Province with Notice at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

### ***Duty To Consult With Aboriginal Peoples***

#### **B.2.2 Funding Dependent Upon Province Satisfying Any Duty To Consult Obligations.** The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Aboriginal peoples where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights. Aboriginal peoples are First Nations and Métis communities that have Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

#### **B.2.3 Effect Of Termination Of Agreement.** The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A11.1 of Schedule "A" in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal peoples whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A11.2 of Schedule "A".

#### **B.2.4 Delegation.** The Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Aboriginal peoples having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. If delegated, the Recipient will accept the delegation.

#### **B.2.5 Recipient's Obligations Regarding Consultations.** The Recipient will:

- (a) Undertake consultations on behalf of the Province with Aboriginal peoples whose asserted or established Aboriginal or treaty rights may be adversely impacted by the Project;

- (b) Take directions from the Province in relation to the procedural aspects of consulting with Aboriginal peoples, including prospectively suspending, altering or terminating the Project. The procedural aspects may include providing information regarding the Project to First Nations and Métis communities and gathering information about the impact of the Project on asserted or established Aboriginal or treaty rights; and
- (c) Provide a detailed account of all actions it undertook in relation to the consultations with Aboriginal peoples, including copies of all correspondence with them.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" - PROJECT DESCRIPTION  
FOLLOWS]**

## SCHEDULE “C” PROJECT DESCRIPTION

### C.1 **PROJECT NAME**

Town of Arnprior Business Retention and Expansion: Focus on Employment and Tourism

### C.2 **PROJECT STREAM**

Economic Diversification and Competitiveness

### C.3 **PROJECT OBJECTIVE**

The Town of Arnprior will conduct a BR+E study to identify issues and challenges businesses are facing and identify opportunities to eliminate, reduce or mitigate these issues. In-person interviews and a survey will be conducted.

<b>PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE</b>
Development and publication of advertising for survey(s) and BR+E project (third party costs)
Development of BR+E Report including identification of action items and presentation to Council for adoption of plan (third party consulting costs)
Undertake market research and develop, distribute and analyze results of survey(s) to inform the BR+E (third party consulting costs)
Implementation of identified action items resulting from BR+E plan (costs eligible under the Economic Diversification and Competitiveness Stream per the RED Guidelines)
Purchase of license and set-up for CRM software to build a database of stakeholders to support the project
Conduct In-person interviews with local businesses and the community for BR+E project to identify issues and challenges businesses are facing and identify opportunities for improvement (third

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “D” - PROJECT FINANCIAL  
INFORMATION FOLLOWS]**

## SCHEDULE "D"

### PROJECT FINANCIAL INFORMATION

#### ARTICLE D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.  
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$30,000.00
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

#### ARTICLE D.2 COSTS

- D.2.1 Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Budget of Provincial Contribution chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION						
FUNDING YEAR	QUARTER 1 (APR.–JUN.)	QUARTER 2 (JUL.–SEP.)	QUARTER 3 (OCT.–DEC.)	QUARTER 4 (JAN.–MAR.)	FUNDING YEAR PAYMENT UP TO	MAXIMUM TOTAL ELIGIBLE COSTS
2023-24	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$30,000.00	\$60,000.00
2024-25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAXIMUM FUNDS FOR THE PROJECT					\$30,000.00	\$60,000.00

**D.2.3 Ineligible Costs.** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

### ARTICLE D.3 TRAVEL AND MEAL COSTS

**D.3.1** In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” - PAYMENTS AND REPORTS  
FOLLOWS]**

## SCHEDULE “E” PAYMENTS AND REPORTS

- E.1 Claim Submission Requirements.** The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Claim Statement	A minimum of one claim must be submitted prior to the final claim, and no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.

- E.2 Reporting Requirements.** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Progress Report containing, at a minimum, <ul style="list-style-type: none"> <li>information on Eligible Costs incurred to date;</li> <li>progress on Project Activities (Identified in section C.3); and</li> </ul> information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date (identified in section B.1.3).	A minimum of one Progress Report must be submitted no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
2.	Final Report	The Final Report is to be completed and submitted to the Province on or before: <b>Project Completion + 4 months</b> A copy of the Final Report Template will be provided to you upon request.
3.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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## **Resolution for Support – Proposed MFIPPA Modernization - Municipality of Chatham-Kent**

Moved by \_\_\_\_\_

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

**Whereas** the *Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990* (MFIPPA) dates back 30 years;

**Whereas** municipalities, including the Town of Arnprior, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

**Whereas** government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

**Whereas** the creation, storage and utilization of records has changed significantly, and the Town Clerk and the Clerk's Office is now responsible for records and information management programs as prescribed by the *Municipal Act, 2001*;

**Whereas** Ontario Regulation No. 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

**Whereas** the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

**Whereas** the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

**Whereas** the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

**Whereas** legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;



**Whereas** there are limited resources to assist administrators or requestors to navigate the legislative process;

**Whereas** reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

**Be It Resolved That** the Council of the Corporation of the Town of Arnprior requests that the Ministry of Government and Consumer Services review the *Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990* and consider the following recommendations:

1. That MFIPPA assign the Municipal Clerk, or their designate, to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the Information and Privacy Commissioner (IPC), be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.





## **Resolution for Support: Associations of Municipalities of Ontario – Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement**

Moved by \_\_\_\_\_

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

**Whereas** all Ontarians deserve and expect a safe and respectful workplace;

**Whereas** municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

**Whereas** several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

**Whereas** these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

**Whereas** municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

**Whereas** municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

**Be It Resolved That** the Council of the Corporation of the Town of Arnprior supports the call of the Association of Municipalities of Ontario (AMO) for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

**Further That** the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment;
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario;
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province;
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner;
- Prohibiting a member so removed from sitting for election in the term of removal and the subsequent term of office.