



ARNPRIOR

**Town of Arnprior**

**Regular Meeting of Council Agenda**

**Date: Monday, January 29<sup>th</sup>, 2024**

**Time: 6:30 p.m.**

**Location: Council Chambers – 105 Elgin Street West, Arnprior**

1. Call to Order
2. Roll Call
3. Land Acknowledgement Statement
4. Adoption of Agenda (Additions / Deletions)
5. Disclosures of Pecuniary Interest
6. Question Period
7. Adoption of Minutes of Previous Meeting(s) (Except Minutes of Closed Session)
  - a) [Regular Meeting of Council – January 8<sup>th</sup>, 2024](#) (Page 1-9)
8. Awards / Delegations / Presentations
  - a) Presentation
    - i. Retirement – Steve Staye
9. Public Meetings
10. Matters Tabled / Deferred / Unfinished Business
11. Notice of Motion(s)

[Notice of Motion put forward by Councillor Couper – Review of Traffic and Parking By-law 6357-14, Section 14](#) (Page 10)

## 12. Staff Reports

- a) **Draft 2024 User Fees and Charges By-Law**, Jennifer Morawiec, GM, Client Services / Treasurer (Page 11-46)
- b) **Electrical Vehicle (EV) Charging Stations**, Patrick Foley, Engineering Officer (Page 47-53)
- c) **Revised 2024 Calendar of Meetings**, Oliver Jacob, Client Services Coordinator (Page 54-59)
- d) **Proclamation for Black History Month (February 2024)**, Oliver Jacob, Client Services Coordinator (Page 60-62)
- e) **Proclamation for Wear Red Canada Day (February 13<sup>th</sup>, 2024)**, Oliver Jacob, Client Services Coordinator (Page 63-66)

## 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-24-JAN-02
  - ii) Correspondence Package A-24-JAN-02

## 15. By-laws & Resolutions

- a) **By-laws**
  - i) **By-law No. 7456-24 – Part Lot Control (Marshall's Bay Meadows)** (Page 67-68)
  - ii) **By-law No. 7457-24 – Transfer Payment Agreement Amendment (ICIP– Legion and Caruso Park)**
- b) **Resolutions**
  - i) **Municipal Grants Application** – Arnprior-Braeside-McNab Seniors At Home Program Inc. (Annual Memorial Butterfly Release) (Page 69)

ii) **Municipal Grants Application** – Grace St. Andrew’s United Church (2024 Christmas Craft Market) (Page 70)

**16. Announcements**

**17. Media Questions**

**18. Closed Session**

One (1) matter pursuant to Section 239 (2) (b) to discuss a personal matter about an identifiable individual, including Municipal or Local Board Employees (Striking Committee – Members of Council)

**19. Confirmatory By-law**

**By-law No. 7458-24** 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

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

## **By-law Number 7457-24**

A by-law to authorize the Corporation of the Town of Arnprior to enter into a Transfer Payment Amending Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure, for an approved scope change to the original Investing in Canada Infrastructure Program (ICIP) COVID-19 Resilience Infrastructure Stream submission (Growing Outdoor Play in Arnprior - Legion and Caruso Park).

**Whereas** the Town of Arnprior entered into a transfer payment agreement with the Province of Ontario, under the ICIP COVID-19 Resilience Infrastructure Stream, in October 2021, for two (2) projects: Growing Outdoor Play in Arnprior – Legion Park; Growing Outdoor Play in Arnprior – Caruso Park; and

**Whereas** the Town of Arnprior has applied to the Province of Ontario, for a project timeline extension, under the ICIP COVID-19 Resilience Infrastructure Stream Submission for these two projects; and

**Whereas** the Province of Ontario has granted approval for the timeline extension, through amendment to the original Transfer Payment Agreement, titled “Amending Agreement No. 1” which states a new proposed date for the projects to be substantially completed being December 31, 2024; and

**Whereas** Council deems it expedient to move forward with authorizing an amended agreement for these projects.

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

- 1. That** the Mayor and Deputy Clerk 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 amending 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.
- 2. That** the agreement attached hereto and annotated as Appendix A is hereby deemed to be a term of this by-law.
- 3. That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 29<sup>th</sup> day of January, 2024.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Deputy Clerk

**This Amending Agreement No. 1** effective as of July 25, 2023,

**B E T W E E N:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Minister of Infrastructure**

(the "Province")

**- and -**

**Corporation of The Town of Arnprior**

**(CRA# 106984438)**

(the "Recipient")

## **BACKGROUND**

1. The Province and the Recipient entered into an agreement effective as of October 8, 2021.
2. The Parties wish to amend the Agreement in the manner set out in this amending agreement (the "Amending Agreement No. 1").

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
2. Section A.3.2. (Substantial Completion) of Schedule "A" (General Terms and Conditions) of the Agreement is deleted and replaced with the following:  
  
A.3.2. **Substantial Completion.** The Recipient will ensure that each Project set out below is Substantially Completed on or before the associated date set out below:

Project ID	Project Title	Project Substantial Completion Date
2020-12-1-1471640834	Growing Outdoor Play in Arnprior - Legion Park	12/31/2024
2021-01-1-1473962713	Growing Outdoor Play in Arnprior - Caruso Park	12/31/2024

3. Section B.1.1 of Schedule “B” (Specific Information) of the Agreement is deleted and replaced with the following:

B1.1. **Expiration Date.** The Expiration Date is December 31, 2025.

4. C.3.0 Changes to the Project Description, Financial Information, Timelines and Project Standards.

**SUB-SCHEDULE "C.1"**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

<b>Project ID</b>	<b>Project Title</b>	<b>Federal Approval Date (MM/DD/YYYY)</b>	<b>Updated Federal Approval Date (MM/DD/YYYY)</b>	<b>Total Eligible Expenditures of the Project (\$)</b>	<b>Canada's Maximum Contribution (\$)</b>	<b>Percentage of Federal Support (%)</b>	<b>Ontario's Maximum Contribution (\$)</b>	<b>Percentage of Provincial Support (%)</b>
2020-12-1-1471640834	Growing Outdoor Play in Arnprior - Legion Park	05/28/2021	07/25/2023	\$129,796.63	\$103,837.30	80%	\$25,959.33	20%
2021-01-1-1473962713	Growing Outdoor Play in Arnprior - Caruso Park	05/04/2021	07/25/2023	\$59,486.47	\$47,589.18	80%	\$11,897.29	20%

5. Clause E.2.1(b) of Schedule “E” (Eligible Expenditures and Ineligible Expenditures) of the Agreement is deleted and replaced with following:
  - (b) Cost incurred after the date by which the Project must be Substantially Completed, as set out in A.3.2 (Substantial Completion).
6. Section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) of Schedule “F” (Evaluation) of the Agreement is deleted and replaced with the following:

**F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after the Substantial Completion date. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation. Please refer to the section A3.2 for substantial completion date.
7. This Amending Agreement No. 1 shall be effective as of the date set out at the top of the Amending Agreement No. 1.
8. Except for the amendments provided for in Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.
9. This Amending Agreement No. 1 may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.
10. This Amending Agreement No. 1 may be validly executed electronically, and the respective electronic signatures are the legal equivalent of manual signatures. The electronic or manual signature of a Party may be evidenced by one of the following means, and transmission of this Amending Agreement No. 1 may be brought about as follows:
  - (i) a manual signature of an authorized signing representative placed in the respective signature line of this Amending Agreement No. 1 and it is scanned as a PDF file and delivered by email to the other Party;
  - (ii) a digital signature, including the name of the authorized signing representative is typed in the respective signature line of the Amending Agreement No. 1, an image of a manual signature or an Adobe e-signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party’s prior written consent, is placed in the respective signature line of this Amending Agreement No. 1 and it is delivered by email to the other Party; or
  - (iii) any other means with the other Party’s prior written consent.



The Parties have executed this Amending Agreement No. 1 on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Minister of Infrastructure**

_____	_____
Paramjit Kaur	Date
Director, Infrastructure Program Delivery Branch	
Ministry of Infrastructure	

**Corporation of The Town of Arnprior**

_____	_____
Name:	Date
Title:	

I have authority to bind the Recipient.

_____	_____
Name:	Date
Title:	

I have authority to bind the Recipient.