



**ARNPRIOR**

**Town of Arnprior**

**Regular Meeting of Council Agenda**

**Date: Monday, August 26<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 – July 8<sup>th</sup>, 2024** (Page 1-11)
  - b) **Special Meeting of Council – July 22<sup>nd</sup>, 2024** (Page 12-14)
- 8. Awards / Delegations / Presentations**

**Delegation**

  - a) **Senior Women Living Together, Kathryn Carruthers** (Page 15-31)
- 9. Public Meetings**
- 10. Matters Tabled / Deferred / Unfinished Business**
- 11. Notice of Motion(s)**

## 12. Staff Reports

- a) **Request for Encroachment – Mulvihill Insurance (80 John Street North)**, Alix Jolicoeur, Manager of Community Services / Planner (Page 32-39)
- b) **Municipal Grant Request – 2360 Royal Canadian Army Cadet Corps**, Graeme Ivory, Director of Recreation (Page 40-56)
- c) **Statue at Malloch Road Cemetery**, John Steckly, General Manager, Operations, and Oliver Jacob, Deputy Clerk (Page 57-61)
- d) **Traffic Control and Parking By-Law**, John Steckly, General Manager, Operations, and Kaila Zamojski, Town Clerk (Page 62-129)
- e) **Proclamation for Terry Fox Day (September 15<sup>th</sup>, 2024)**, Oliver Jacob, Deputy Clerk (Page 130-132)

## 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-AUG-14
  - ii) Correspondence Package A-24-AUG-10

## 15. By-laws & Resolutions

- a) **By-laws**
  - i) **By-Law No. 7511-24 – Encroachment Agreement – Mulvihill Insurance (80 John Street North)** (Page 133)
  - ii) **By-Law No. 7512-24 – Release of Easement – Arnprior Curling Club Lands** (Page 134-135)

iii) **By-Law No. 7513-24 – Salary Grid Revisions** (Page 136)

iv) **By-Law No. 7514-24 – Adopt Marshall’s Bay Meadows – Phase 4B Subdivision Agreement** (Page 137-177)

**b) Resolutions**

i) **Resolution for Support – Association of Municipalities of Ontario and Ontario Medical Association – Physician Shortage in Rural Ontario** (Page 178-179)

ii) **Municipal Grant Application – Terry Fox Foundation – 2024 Terry Fox Run** (Page 180)

**16. Announcements**

**17. Media Questions**

**18. Closed Session**

**19. Confirmatory By-law**

By-law No. 7515-24 to confirm the proceedings of Council

**20. Adjournment**

Please note: Please see the Town’s [website](#) to view the live stream. The meeting recording will also 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. 1840. 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



**ARNPRIOR**

**Minutes of Council Meeting  
July 8, 2024 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 Chris Couper  
Councillor Billy Denault

**Council Members Present (Electronic):**

None

**Council Members Absent:**

None

**Town Staff Present:**

Robin Paquette, CAO  
Jennifer Morawiec, General Manager Client Services/Treasurer  
John Steckly, General Manager Operations  
Graeme Ivory, Director of Recreation  
Patrick Foley, Engineering Officer  
Ryan Wall, Engineering Officer  
Emily Stovel, Manager of Culture/Curator  
Lucas Power, Program and Events Supervisor  
Kaila Zamojski, Town Clerk  
Oliver Jacob, Deputy Clerk

**Also Present:**

Isabelle Lalonde, Stantec Consultant

**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 247-24  
Moved by Chris Couper  
Seconded by Dan Lynch

**Be It Resolved That** the amended agenda for the Regular Meeting of Council dated Monday, July 8, 2024 be adopted to include an additional closed session item pursuant to Section 239 (2)(b) and (f) of the Municipal Act, 2001, to discuss personal matter about an identifiable individual, including municipal or local board employees and concerning

advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Airport).

Resolution Carried

**5. Disclosures of Pecuniary Interest**

None

**6. Question Period**

None

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

Resolution Number 248-24

Moved by Billy Denault

Seconded by Lynn Cloutier

**That** the minutes of the Regular Meeting of Council listed under Item 7 (a) on the Agenda be adopted (Regular Meeting of Council – June 24, 2024).

Resolution Carried

**8. Awards/Delegations/Presentations**

**Delegations:**

**a) Arnprior Rotary Club – Peace Pole Installation Request**

President Peters of the Arnprior Rotary Club provided an overview of their organizational pillars and history, noting a main pillar of their organization being to promote peace. President Peters also provided an overview of the correspondence provided to Council surrounding the installation of a Peace Pole in the Town of Arnprior, as included in the Agenda Package.

Following the presentation, discussion ensued among Members of Council resulting in the following motion:

Resolution Number 249-24

Moved by Lynn Cloutier

Seconded by Chris Toner

**That** Council approve of the installation of a Peace Pole in the Town of Arnprior; and

**Further That** Council authorize the CAO to work with the Arnprior Rotary Club to finalize the installation of a Peace Pole, in a feasible location, prior to International Peace Day on September 21, 2024.

Resolution Carried

**b) Arnprior Public Library – Outdoor Programming Space and Resource Enhancements**

The Arnprior Public Library Board Chair and Chief Librarian provided a presentation to Council surrounding proposed features on the Arnprior Public Library property for outdoor programming and resource enhancements, as included in the Agenda Package. Following the presentation, discussion ensued among Members of Council resulting in the following motion:

Resolution Number 250-24  
Moved by Dan Lynch  
Seconded by Tom Burnette

**That** Council approve in concept of the outdoor programming space and installations as presented by the Arnprior Public Library; and

**Further That** Council authorize the CAO to work with the Arnprior Public Library to finalize and execute the design and installation of the Arnprior Public Library outdoor programming space and installation features; and

**Further That** the Arnprior Public Library be responsible for the costs associated with the outdoor programming space and resource enhancement feature projects.

Resolution Carried

**Presentations:**

**a) Cultural Night Market Update – Manager of Culture / Curator and Deputy Clerk**

The Manager of Culture / Curator and Deputy Clerk provided an overview presentation on the 2024 Cultural Night Market and responded to questions.

**b) Recreation and Parks Master Plan – Director of Recreation and Stantec Consulting**

The Director of Recreation and Stantec Consultant provided an overview presentation of the Draft Recreation and Parks Master Plan and responded to questions.

Staff noted that the Draft Recreation and Parks Master Plan has been provided to Council for their review over the summer months and it will be brought back in the fall for finalization.

**9. Public Meetings**

None

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

None

**11. Notice of Motions**

None

**12. Staff Reports**

**a) Request for Award of PW-2024-08 (Road Resurfacing and Patching – Engineering Officer**

Resolution Number 251-24

Moved by Dan Lynch

Seconded by Chris Couper

**That** Council award Tender PW-2024-08 to D-Squared Construction Ltd. for \$178,891.20 (Incl HST); and

**Further That** Council authorize the General Manager, Operations to negotiate with D-Square Constructions Ltd. up to an amount of the budgetary surplus of \$88,902.93 to complete additional road and sidewalk patches; and

**Further That** upon the CAO's approval of the final form of the foregoing documents, Council authorize the CAO to enter into a contract agreement with D-Squared Construction Ltd.

Resolution Carried

**b) Request for Award of REC-2024-02 (Robert Simpson Park Revitalization Design Services) – Engineering Officer and Director of Recreation**

Resolution Number 252-24

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council award RFP No. REC-2024-02 Robert Simpson Park Revitalization Design Services to Stantec Consulting for a total of \$595,015.00 (plus HST); and

**Further That** Council authorize the General Manager, Operations to spend an additional contingency value of \$60,549.00.

**Further That** Council authorize the budgetary overage of \$205,457.57 to be funded 85% from Capital Expenditure Reserve Fund and 15% from Development Charges Reserve Fund.

**Further That** Council enact a bylaw authorizing the CAO to execute the agreements, and related documents with Stantec Consulting to complete the scope of work specified.

Resolution Carried

**c) Museum Fire Protection Update –Engineering Officer**

Resolution Number 253-24

Moved by Dan Lynch

Seconded by Tom Burnette

**That** Council direct staff to:

- a)** Discontinue the Museum Sprinkler Retrofit project; and
- b)** Bring forward revised construction values for both the fire alarm and fire escape projects for consideration in the 2025 budget process.

Resolution Carried

**d) Proclamation for Drowning Prevention Week (July 15<sup>th</sup> to 21<sup>st</sup>, 2024) – Deputy Clerk**

Resolution Number 254-24

Moved by Lynn Cloutier

Seconded by Tom Burnette

**That** Council proclaim July 21<sup>st</sup> to 27<sup>th</sup>, 2024 as National Drowning Prevention Week in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

**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 21<sup>st</sup> to 27<sup>th</sup>, 2024 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** I, Lisa McGee, Mayor, do hereby proclaim July 21<sup>st</sup> to 27<sup>th</sup>, 2024 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.

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

#### **a) Mayor’s Report**

None

#### **b) County Councillor’s Report**

County Councillor Lynch reported the following from the County of Renfrew:

- At its last meeting, County Council received delegations from the following organizations/individuals:
  - Lori Huber, Partner with KPMG, reviewed the 2023 Audited Financial Statements for the County of Renfrew and highlighted no significant concerns to County Council.
  - Chairperson Keenan Stone and Jennifer Doelman made a presentation on behalf of the Renfrew County Agriculture Economic Development Committee. The Committee provides guidance and feedback on the state of the agriculture sector and to recommend and assist with possible initiatives in support of agricultural economic and business development. In particular, information was shared with regard to the lack of food processing facilities within the region.
  - Saad El Kassab, Lead Consultant with Ainsworth, provided an update on the County of Renfrew’s Climate Action Plan noting that facility audits have been completed for all County buildings and the consultants will report back on opportunities for improvement.
- MPP John Yakabuski was honoured by the County of Renfrew for his more than 20 years of dedicated service representing Renfrew-Nipissing-Pembroke in the Ontario Legislature.
- The next Taste of the Valley event will take place on August 10<sup>th</sup>, 2024 at Railway Station Park in Barry’s Bay, ON.
- As part of the Eastern Ontario Regional Network (EORN) project with Rogers Communications, an update was provided, noting that there were 312 upgrades, 309 site upgrades, and 100 new cell towers completed across Eastern Ontario.
- Local Ottawa Valley companies that have been recognized as “Bicycle Friendly” include our own Ottawa Valley Coffee located on Elgin Street West.

- The County of Renfrew has proclaimed September 26<sup>th</sup>, 2024 as Renfrew County Municipal Day and more information will be shared in the near future on this event.

## 14. Correspondence & Petitions

### a) Correspondence Package – I-24-JUN-13

Resolution Number 255-24  
 Moved by Billy Denault  
 Seconded by Lynn Cloutier

**That** the Correspondence Package Number I-24-JUN-13 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch noted the following items:

- Page 6 – The Government of Ontario investing more than \$10 million to build five new state-of-the-art training facilities and train thousands of firefighters for in-demand careers in fire and rescue services. However, none of the new facilities are being built within the local region.
- Page 12 – The Government of Ontario has commenced automatic licence plate renewal for drivers in good standing (if the vehicle owner has valid insurance and no outstanding fines or tolls). It will be done automatically ninety (90 days before your licence plate’s expiry date.
- Page 22 – The Government of Ontario is expanding and refurbishing clean electricity generation with plans to support Ontario Power Generation (OPG) to refurbish eight hydroelectric generating stations in Eastern Ontario, including the Arnprior Generation Station.
- Page 62 – The Government of Canada’s EnAbling Accessibility Fund aims to make communities and workplaces across Canada more accessible for persons with disabilities. The fund offers up to \$125,000 for projects that are up to two (2) years in duration. Not-for-profit organizations, for-profit organizations, Indigenous organizations, municipal and territorial governments are eligible to apply by July 23<sup>rd</sup>, 2024.
  - The CAO advised that Town staff are currently investigating potential projects that would be eligible under the EnAbling Accessibility Fund intake, including the accessibility improvements at the Nick Smith Centre and/or one of our park revitalization upgrades. Applications will be submitted based on their likelihood of success under the fund’s eligibility criteria.

Councillor Couper noted the following items:

- Page 37 – The Government of Ontario is making electric vehicle (EV) chargers more accessible through the EV ChargeON Program with an investment of \$91

million to support the installation of fifteen (15) new EV chargers in underserved and remote areas across the province. Locally, installations are available at the Dwyer Hill carpool lot in Ashton, ON and at Algonquin Provincial Park.

**b) Correspondence Package – A-24-JUN-09**

Resolution Number 256-24

Moved by Tom Burnette

Seconded by Lynn Cloutier

**That** the Correspondence Package Number A-24-JUN-09 be received and the recommendations outlined be brought forward for Council's consideration.

Resolution Carried

**15. By-laws & Resolutions**

**a) By-laws**

Resolution Number 257-24

Moved by Billy Denault

Seconded by Lynn Cloutier

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

- i. By-law No. 7502-24 – Award RFP No. REC-2024-02 (Robert Simpson Park Revitalization)
- ii. By-law No. 7503-24 – Award Tender No. PW-2024-08 (Road Resurfacing and Patching)
- iii. By-law No. 7504-24 – Appointment By-law for Deputy Division Registrar, Deputy Issuer of Marriage Licences and Marriage Officiant (K. Wendland)
- iv. By-law No. 7505-24 – Funding Agreement for the Canada Community Building Fund (CCBF)

Resolution Carried

**b) Resolutions**

- i. **Resolution of Support – Calling for Investment in Municipal Infrastructure for Eastern Ontario's Small and Rural Communities**

Resolution Number 258-24

Moved by Tom Burnette

Seconded by Lynn Cloutier

**That** Council of the Corporation of the Town of Arnprior receive the correspondence from the Eastern Ontario Wardens' Caucus (EOWC) as information; and

**Whereas** Eastern Ontario's small rural municipalities face insurmountable challenges to fund both new growth-related infrastructure and ongoing maintenance of their capital assets including local roads and bridges, clean water, wastewater, waste facilities, and municipally owned buildings including recreational facilities and libraries; and

**Whereas** the Federation of Canadian Municipalities has calculated that Municipal Governments across Canada are responsible for approximately 60 percent of public infrastructure that supports our economy and quality of life, but only receive 10 cents of every tax dollar; and

**Whereas** the Eastern Ontario Wardens' Caucus (EOWC) region's capital infrastructure deficit has increased by 58 percent since 2011 and is now at \$6 billion, and growing; and

**Whereas** in 2018, the Ontario Government mandated all Ontario municipalities to develop and fully fund capital asset management plans by July 2025; and

**Whereas** the EOWC has released a regional Municipal Infrastructure Policy Paper showing key infrastructure data, opportunities and challenges in small rural municipalities across Eastern Ontario; and

**Whereas** Eastern Ontario is a growing economy that can grow more with sustainable, innovative infrastructure partnership and investment from the Federal and Ontario Governments; and

**Whereas** the infrastructure deficit for small rural municipalities cannot be adequately addressed through property tax revenue, restricted municipal borrowing capacity, and municipalities limited ability to generate revenue; and

**Whereas** small rural taxpayers cannot afford dramatic increases to pay for the current and future infrastructure.

**Therefore Be It Resolved That** the Council of the Town of Arnprior joins the Eastern Ontario Wardens' Caucus, the Association of Municipalities of Ontario, and the Federation of Canadian Municipalities in calling on the Government of Canada and Government of Ontario to immediately and sustainably partner with Municipal Governments by investing in both the new and ongoing maintenance and repairs of municipal infrastructure in Eastern Ontario's small rural municipalities; and

**Further That** the Federal and Provincial Governments immediately review data and work together to implement solutions based on the EOWC's

Municipal Infrastructure Policy Paper in partnership with small rural municipalities; and

**Further That** this resolution be forwarded to the Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; the Honourable Doug Ford, Premier of Ontario; the Honourable Kinga Surma, Ontario Minister of Infrastructure; the Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; the Honourable Lisa Thompson, Ontario Minister of Rural Affairs; the Honourable Peter Bethlenfalvy, Ontario Minister of Finance; the Honourable Prabmeet Sakaria, Ontario Minister of Transportation; the Honourable Vic Fedeli, Ontario Minister of Economic Development, Job Creation and Trade; Cheryl Gallant, MP for Renfrew-Nipissing-Pembroke; John Yakabuski, MPP for Renfrew-Nipissing-Pembroke; Federation of Canadian Municipalities (FCM); Association of Municipalities of Ontario (AMO); Canada Mortgage and Housing Corporation (CMHC); Rural Ontario Municipal Association (ROMA); and the Eastern Ontario Wardens' Caucus (EOWC).

Resolution Carried

## 16. Announcements

County Councillor Dan Lynch made the following announcements:

- Arnprior's cricket team, the Ottawa Valley Strikers, will be hosting their uniform launch event on Tuesday, July 9<sup>th</sup>, 2024 at 5:30 PM at the Galilee Centre and Members of Council are welcome to attend.

## 17. Media Questions

None

## 18. Closed Session

Resolution Number 259-24 (8:38 PM)

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** Council move into Closed Session regarding:

- Two (2) matters pursuant to Section 239 (2) (b) of the Municipal Act, 2001, as amended, to discuss personal matter about an identifiable individual, including municipal or local board employees (Commemorative Naming; Staffing); and
- One (1) matter pursuant to Section 239 (2) (c) of the Municipal Act, 2001, as amended, to discuss a proposed or pending acquisition or disposition of land by the municipality or local board (Property Acquisition); and
- One (1) matter pursuant to Section 239 (2) (b) of the Municipal Act, 2001 to discuss personal matter about an identifiable individual, including municipal or local board employees and Section 239 (2) (f) concerning advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Airport).

Resolution Carried

Resolution Number 260-24 (9:31 PM)  
Moved by Dan Lynch  
Seconded by Chris Couper

**That** Council resume to Open Session.

Resolution Carried

Resolution Number 261-24  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**That** Council direct staff to proceed as directed in Closed Session regarding the commemorative naming applications for streets and parks as well as staffing updates.

Resolution Carried

**19. Confirmatory By-Law**

Resolution Number 262-24  
Moved by Tom Burnette  
Seconded by Chris Toner

**That** By-law No. 7506-24 being a By-law to confirm the proceedings of the Regular Meeting of Council held on July 8, 2024 and it is hereby enacted and passed.

Resolution Carried

**20. Adjournment**

Resolution Number 263-24  
Moved by Lynn Cloutier  
Seconded by Dan Lynch

**That** this meeting of Council be adjourned at 9:32 PM.

Resolution Carried

**Signatures**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



**ARNPRIOR**

**Minutes of Special Council Meeting**

**July 22<sup>nd</sup>, 2024 5:00 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 Chris Couper  
Councillor Billy Denault

**Council Members Present (Electronic):**

None

**Council Members Absent:**

None

**Town Staff Present:**

Robin Paquette, CAO  
Jennifer Morawiec, General Manager,  
Client Services / Treasurer  
John Steckly, General Manager, Operations  
Ryan Wall, Engineering Officer  
Patrick Foley, Engineering Officer, Facilities  
and Assets  
Graeme Ivory, Director of Recreation  
Taylor Giffen, Operations Supervisor  
Lucas Power, Program and Events  
Coordinator  
Oliver Jacob, Deputy Clerk  
Kaitlyn Wendland, Client Services  
Coordinator

**1. Call to Order**

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

**2. Roll Call**

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

**3. Land Acknowledgement Statement**

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

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

**4. Adoption of Agenda**

Resolution Number 264-24  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**Be It Resolved That** the agenda for the Special Meeting of Council dated Monday, July 22<sup>nd</sup>, 2024 be adopted.

Resolution Carried

**5. Disclosures of Pecuniary Interest**

None

**6. Awards/Delegations/Presentations**

**Delegation**

**a) 2023 Audit Findings Report and Draft 2023 Audited Consolidated Financial Statements, KPMG**

Lori Huber and Caitlyn Cox from the Town’s auditors, KPMG LLP, provided an overview of the 2023 Audit Findings Report and draft 2023 Audited Consolidated Financial Statements and responded to questions.

**7. Staff Reports**

**a) Request for Award of REC-2024-04 (Nick Smith Centre Rink Slab Replacements) – Engineering Officer, Facilities and Assets**

Resolution Number 265-24  
Moved by Dan Lynch  
Seconded by Chris Couper

**That** Council enact a by-law to:

- a) Authorize the award of Tender REC-2024-04 Nick Smith Centre Rink Replacement Project for a total of \$6,293,000.00 (plus HST) to Frecon Construction Ltd; and
- b) Authorize the General Manager, Operations to spend additional contingency expenses up to \$640,375.68 which constitutes 10% of the total Contract value; and
- c) Authorize the CAO to execute the agreements and related documents with Frecon Construction Ltd. for the defined scope of work; and
- d) Authorize the Treasurer to include funding in the 2025 Capital Budget of \$1,459,132.48 from the Capital Expenditure Reserve Fund for this project, with the remaining \$4,000,000 of funding raised in 2025 through the issuance of debentures with Infrastructure Ontario or another form of debt financing.

At the request of Mayor McGee, a recorded vote was taken:

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

Resolution Carried



**8. By-laws & Resolutions**

**a) By-laws**

Resolution Number 266-24

Moved by Lynn Cloutier

Seconded by Billy Denault

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

- i) By-Law No. 7507-24 – Adopt 2023 Audited Consolidated Financial Statements
- ii) By-Law No. 7508-24 – Award RFP No. REC-2024-04 (Nick Smith Centre Rink Slab Replacements)

Resolution Carried

**9. Closed Session**

None

**10. Confirmatory By-Law**

Resolution Number 267-24

Moved by Chris Couper

Seconded by Tom Burnette

**That** By-law No. 7509-24 being a By-law to confirm the proceedings of the Special Meeting of Council held on July 22<sup>nd</sup>, 2024 and it is hereby enacted and passed.

Resolution Carried

**11. Adjournment**

Resolution Number 268-24

Moved by Lynn Cloutier

Seconded by Billy Denault

**That** this meeting of Council be adjourned at 6:00 PM.

Resolution Carried

**Signatures**

Lisa McGee, Mayor

Oliver Jacob, Deputy Clerk



**SENIOR WOMEN  
LIVING TOGETHER**



SHARED HOPES... SHARED DREAMS... SHARED LIVING

# WHO WE ARE AND WHAT WE DO



**A NON-PROFIT ORGANIZATION**



We help senior women find compatible homemates and then create successful shared living arrangements in rental housing

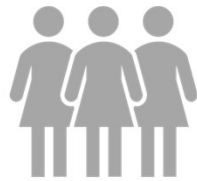


We also help arrange rentals through partnering with private landlords and real estate investors



# THE HOUSING NEED IS GREAT

## ONTARIO



There are 1.4 million  
Women 65+ living alone



20.4% or 285k senior  
women in Ontario are  
considered to be living in  
“unaffordable housing”



Furthermore 12.4% or 163k  
senior women in Ontario are  
considered to be in core  
housing need where more  
than 30% of their income is  
spent on shelter.

# THE HOUSING NEED IS GREAT

## LONLINESS IMPACT



Loneliness damages both physical and emotional health.



Loneliness affects Seniors' brains; the lack of supportive network is linked to a 60% increase in the risk of dementia and cognitive decline (Dutch Study)



Loneliness harms Seniors' Hearts (Journal of the American Medical Association)



Loneliness can lead to a shorter life for Seniors (University of California)



## How we address the needs of our subscribers



Failure to Cope: [The Gendered Housing Crisis for Older Women in Small\(er\) Canadian Communities](#)

### Options for Small Groups of Women

The most exciting innovations concerning housing affordability are taking place where small groups of women are coming together at a grassroots level, to “get it done.” Most groups identified in this section are informal associations of women.

When women come together to solve their collective housing problems there are a number of factors to consider. Compatibility is important, but so are practical considerations like having pets, sleeping habits, where to live, how to live, the type of home, eating habits, cleaning habits, and so on. SWLT recommends that women spend time together including in each other’s current homes before deciding to live together. It is also important to be transparent about finances. Can all homemates absorb a rent increase? Can everyone afford tenants’ insurance? Will paying utilities be an issue? Pat Dunn at SWLT finds that women need to engage in serious conversations with at least 10 other women, before they will find one who is a good match.





## PAT DUNN'S STORY

- Pat found herself a widow and living in poverty 4 years after her husband died suddenly of a heart attack
- Pat tried living in a trailer, applied for rent geared to income housing and explored other undesirable housing options but with long waits and potentially dangerous living conditions, she determined there “had to be a better way”
- In February 2019 she started a Facebook group and invited other senior women to talk about living together as a financial and social support solution. The group grew to 1700 members in the first year
- In December 2019 Pat moved in with 2 women she met in the group, and she continued to help other women do the same thing
- Her passion to help all women has grown stronger with each passing year
- And thus. Senior Women Living Together was born





# MISSION & CORE VALUES

We provide senior women and those who identify as female with the tools and support to achieve their human right to have safe, affordable and secure housing. We do this through the provision of an online service to find compatible homemates for shared rental accommodation, advocacy, organizational partnerships and always ensuring member autonomy.

## Equity

We promote fairness and impartiality in all of our decision making, communications and tools.

## Respect

We treat everyone with dignity, recognizing and understanding individual circumstances and valuing different perspectives.

## Inclusiveness

We include all single, senior women without discrimination regarding ethnic background, religious or political beliefs, gender identity, or sexual orientation.

## Creativity

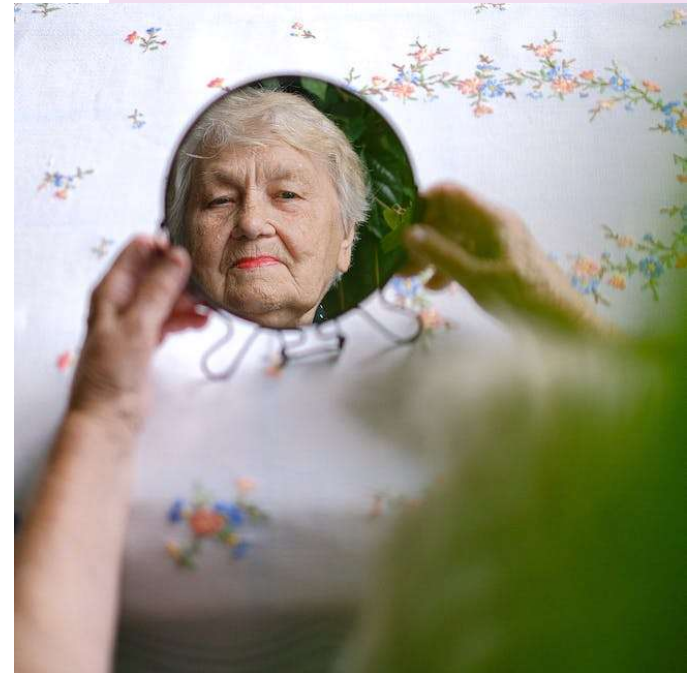
We continuously look for new and creative solutions to enable us to adapt and succeed in an ever-changing housing market.





## ABOUT SWLT

- Not For Profit
- Founded **2019** by Pat Dunn
- 8 members on the Board of Directors
- **20+** Volunteers and growing everyday
- Currently comprised of volunteers only
- Member subscription-based revenue source
- SWLT currently operates in Ontario and plans to roll out nationally starting in 2025
- Has helped **over 60 senior women** find homemates and affordable housing to date





## WHAT WE PROVIDE



A learning experience to increase understanding of all the “ins-and-outs” of shared living



Tools and guidance to find compatible homemates and build successful homemate agreements



Opportunities to create friendships with potential homemates

# OUR HOMEMATES PROCESS

Create a profile



Read profiles  
and look for  
compatibility

Contact those  
most  
compatible



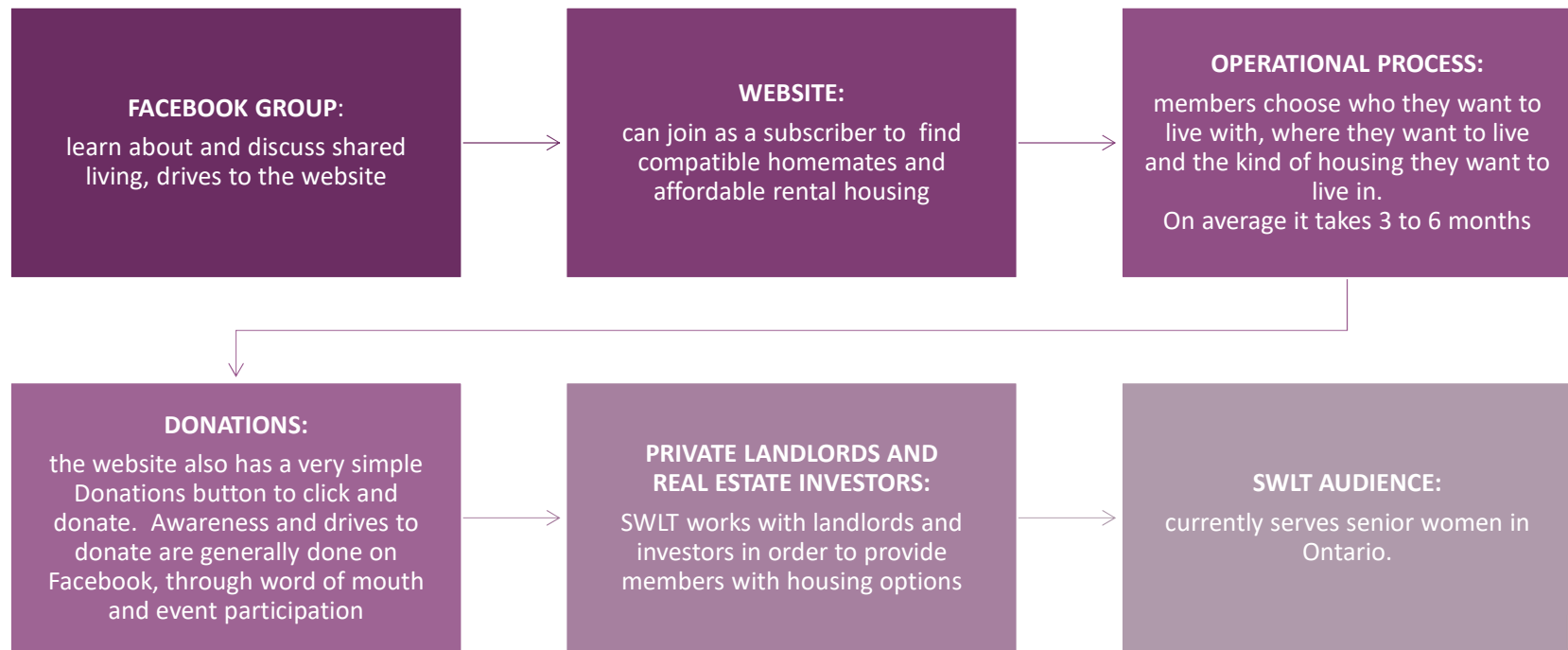
Meet-ups

Co-create a  
comprehensive  
homemate agreement



Find suitable  
rental  
accommodation

# CURRENT STRUCTURE AND SERVICES



# SUCCESS STORIES

**56 WOMEN HAVE FOUND  
COMPATIBLE HOMEMATES  
THROUGH SWLT**



So far, a total of 56 women have found compatible homemates through SWLT

- 66% are with one other homemate
- 16% live with groups of 3 homemates
- 14% are in groups of 4



# SWLT IS MAKING A DIFFERENCE

The SWLT shared living option:

- Offers senior women more financial freedom and provides social support that's only arms length away
- Puts much needed rental units back into the marketplace
- Can be implemented within 6 months
- Decreases the number of seniors on wait lists for government senior housing
- Can eliminate transfer to long-term care facilities that often happens to ailing seniors who live alone

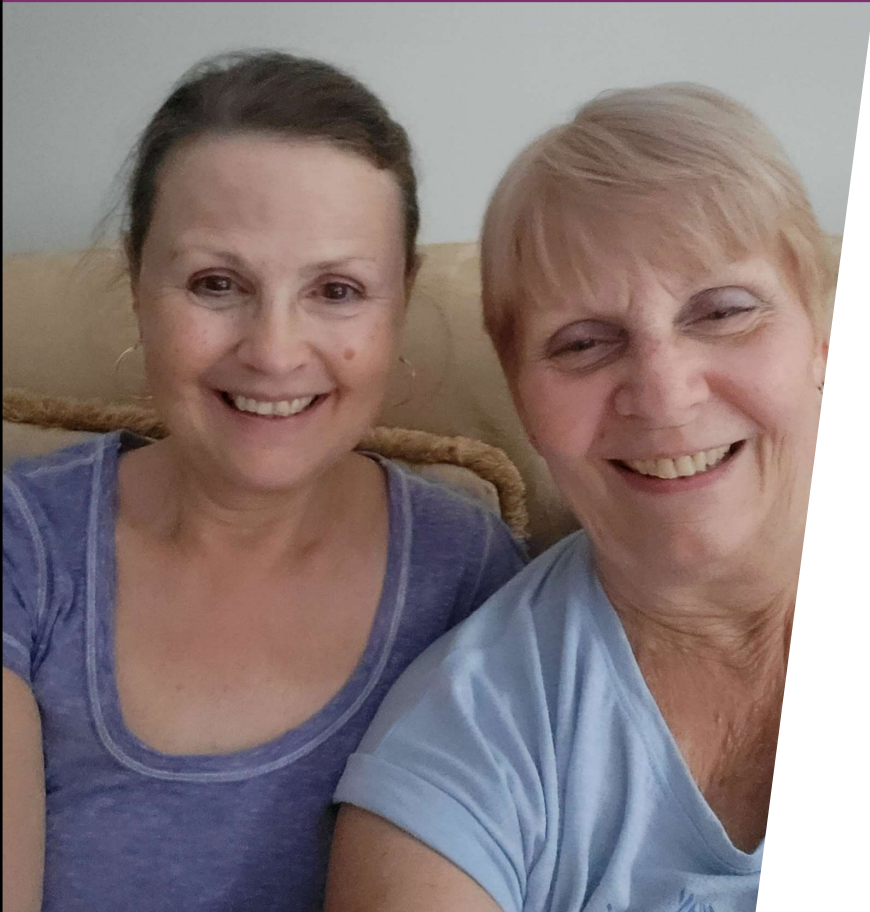
To date, more than 60 senior women have found homemates even with the restrictions caused by the pandemic.

Over 400 senior women are currently seeking homemates on the SWLT website.

Over 1300 senior women are currently discussing and learning about shared living in the Facebook group.



# WHAT SWLT PLANS TO DO ABOUT THIS CRISIS



## *December 31, 2024*

- Grow Ontario membership from 400 to 2,000+ in 2024
- Research best approach for SWLT to own existing housing and/or build housing and keep it affordable in perpetuity
- Needs: \$ to expand reach, enhance the website and social channels and manage the program

## *December 31, 2025*

- Start expanding in other provinces over time to build a Canada wide membership
- Bilingualize website and social channels
- Contribute \$ to SWLT purpose built living solution including permits and development phase
- Needs: \$1million to achieve above goals

## *LONGER TERM?*

***ALL CANADIAN SENIOR WOMEN HAVE A SAFE, AFFORDABLE AND  
SECURE PLACE TO LIVE***





# FUNDRAISING

## Income Streams

- Membership fees
- Donation drives and private donations
  - Private Landlords Program

- Grants:

In 2021, SWLT received

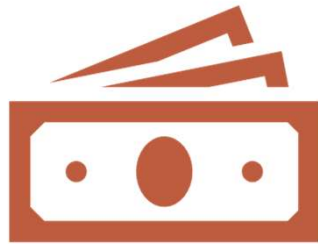
- \$50k from the Canadian Women's Foundation
- \$25k from the New Horizons for Seniors Program.

In 2023, SWLT received,

- a \$10k honorarium for partnering with another organization's grant.



# WHERE IT IS SPENT



**75%** of Money goes to Awareness, Outreach and Digital Enhancements



**25%** to insurance, marketing and other fees





THANK YOU  
[kathryn@swlt.ca](mailto:kathryn@swlt.ca)

## WE WOULD LOVE TO HEAR FROM YOU



[swlt.ca](http://swlt.ca)



Contact Us: [swlt.ca/contact-swlt](http://swlt.ca/contact-swlt)



To Donate: [swlt.ca/make-a-donation](http://swlt.ca/make-a-donation)



Private Landlords: [swlt.ca/partnering-with-private-landlords](http://swlt.ca/partnering-with-private-landlords)



Volunteer: [volunteercoordinator@swlt.ca](mailto:volunteercoordinator@swlt.ca)



ARNPRIOR

## Town of Arnprior Staff Report

**Subject:** Request for Encroachment – 80 John St. N.

**Department:** Community Services Branch

**Report Number:** 24-08-26-01

**Report Author:** Alix Jolicoeur, Manager of Community Services/Planner

**Meeting Date:** August 26, 2024

---

### Recommendations:

**That** Council adopts a by-law to permit the following encroachment at 80 John Street North, as requested in the application dated August 7, 2024, with the condition included below:

- a) A maximum of 0.92 m into the municipal road allowance for a 2.5 m wide awning sign over the main entrance, provided the lowest part of the encroaching sign is minimum of 2.44 m above the existing sidewalk.

### Background:

**Owner:** J P Mulvihill & Son General Insurance Ltd. c/o Kevin Mulvihill

**Legal Description:** Plan 33 N Part lot 53, RP49R7341 part 1

**Frontage:** 8.1 m

**Area of Land:** 272 sq. m.

**Existing Structures:** Existing 2-storey brick building

**Official Plan:** Downtown Area

**Zoning:** Downtown-Commercial/Residential

### Discussion:

On July 23, 2024, the applicant applied for an encroachment over Town of Arnprior property to permit an awning sign to overhang the municipal sidewalk at 80 John St. North. A sign permit application was also submitted.

The subject property is within the Downtown Heritage Conservation District; however, the building was built in 1986 and is considered a category 4 (non-contributing building). The awning sign proposed is in keeping with policies in the HCD which identify that awning signage should cover one store only, be reasonable in scale, and fit in with building façade and adjacent buildings.

The proposed sign is shown to be 2.49 m wide, 1.5 m tall and projecting out 0.9144 m. The proposed awning sign is shown in the attached plans. The proposed height under the sign (the distance between the sidewalk and the lowest part of the sign) was not shown on plans submitted.

The awning sign was installed prior to entering into an encroachment agreement or obtaining a sign permit.

Staff have received confirmation from the applicant that the sign was installed with a height of 2.13 m under the sign. The sign by-law requires a minimum of 2.44 m clearance under a projecting sign or awning. Planning staff also consulted with the General Manager of Operations, John Steckly confirming that sidewalk clearing equipment is 2.34 m and therefore a 2.44 m minimum height under the sign is recommended as a condition of the encroachment agreement. Requiring the lowest part of the encroaching sign be not less than 2.44 m from the sidewalk ensures adequate height to permit snow clearing of municipal sidewalks.

If a reduced minimum distance to the bottom of the sign is permitted a variance or amendment to the sign by-law would also be required prior to sign permit issuance.

Staff have no concerns regarding the encroachment provided the lowest part of the encroaching sign is not less than 2.44 m from the sidewalk. Staff recommend that this be a condition of approval of the encroachment.

The Town's Standard Encroachment By-law requires the owner to provide General Liability insurance for a limit of no less than \$2,000,000 (two million) per occurrence within 28 calendar days of approval of an encroachment by-law. Coverage shall include but not limited to bodily injury, property damage, and contractual liability and contain a cross-liability severability of insured clause, with the Town named as an additional insured, for the life of the encroachment. The Town is also indemnified from any claims resulting from the application or encroachment.

### **Options:**

Staff recommend that Council adopt a by-law permitting the requested encroachment of an awning sign on the condition that it be installed so that the lowest part of the encroaching sign is not less than 2.44 m above the sidewalk.

Should Council not agree to adopt a by-law for the existing encroachment, the owner would be required to remove the awning from over the municipal sidewalk.

### **Policy Considerations:**

The Town has established an application process recognizing that there will be occurrences where encroachment into the municipal road allowance will occur or have occurred historically.

## **Financial Considerations:**

If the recommended 2.44 m minimum from the sidewalk to the lowest part of the projecting sign is not required it could impact snow clearing operations resulting in lost time, and potential snow or ice building up on the municipal sidewalk from clearing around rather than under the sign. This could result in additional risk of accident or injury on municipal sidewalk which the Town could be liable for.

## **Meeting Dates:**

1. Not applicable.

## **Consultation:**

- GM Operations
- CBO

## **Documents:**

- Attachment 1 – Proposed Sign Plans
- Attachment 2 – Sign Photos

## **Signatures:**

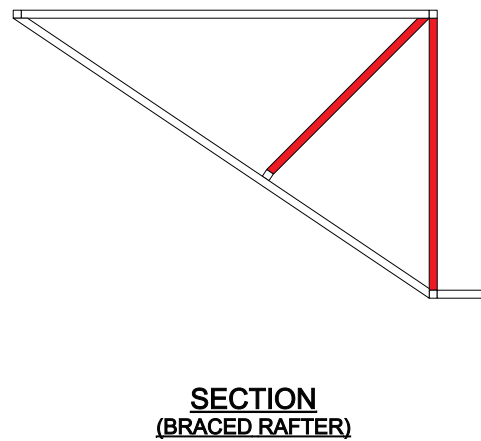
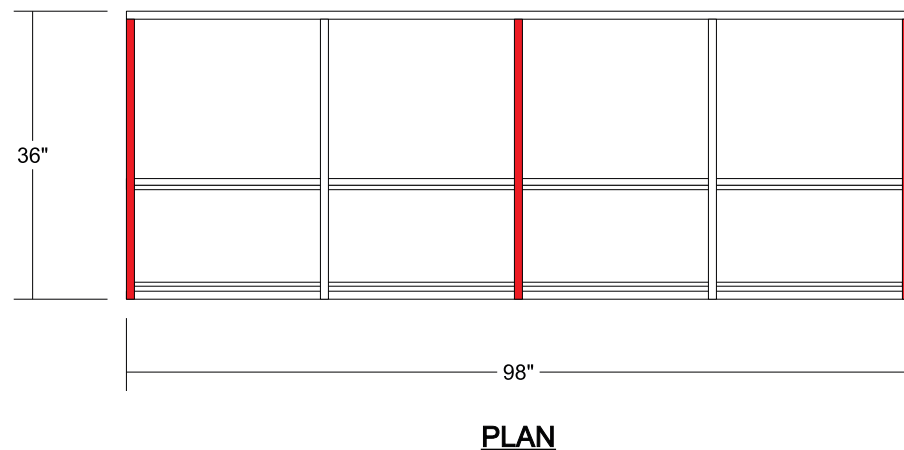
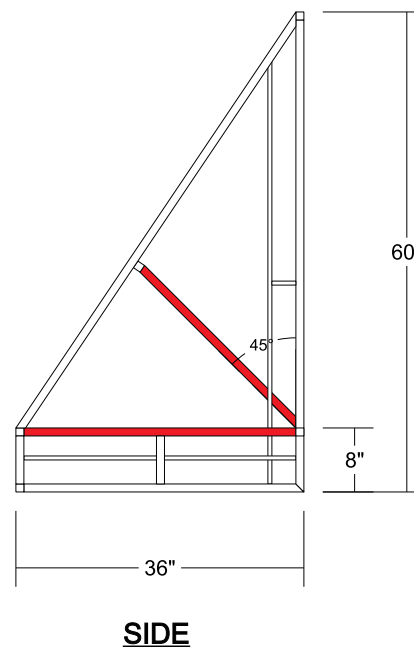
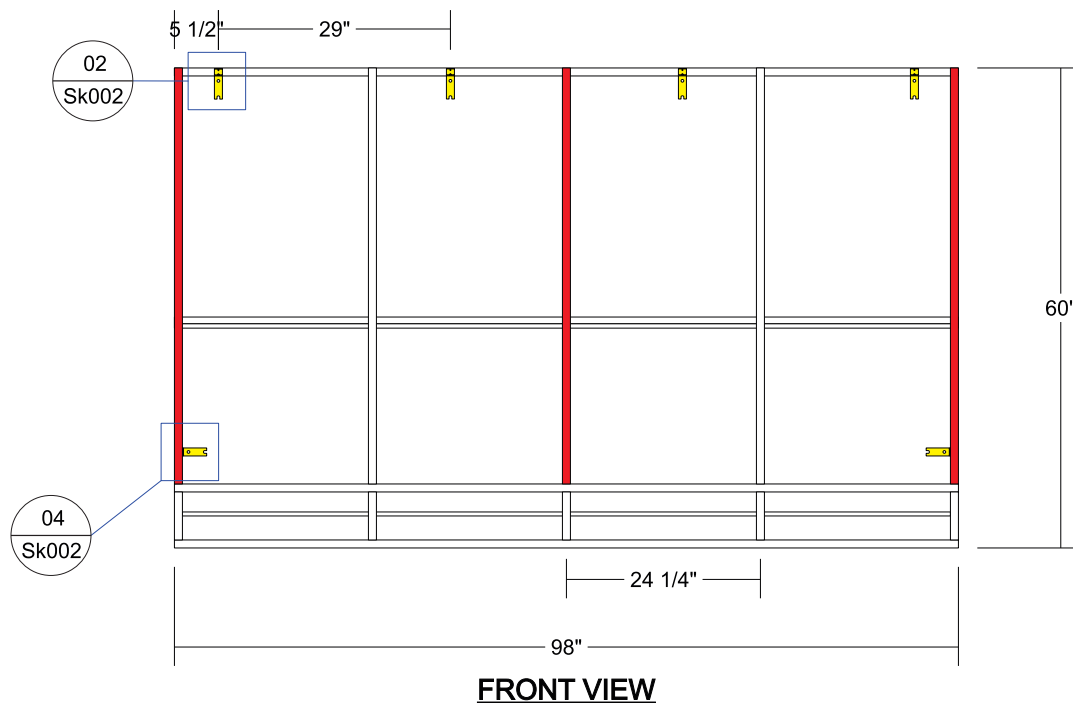
**Reviewed by Department Head:** Alix Jolicoeur

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Kaila Zamojski

## Attachment 1 – Proposed Sign Plans



● INDICATES BRACED RAFTERS

**DETAILS:**

**FABRIC COVERING:**

**FIRESIST®** WOVEN POLYMER AWNING FABRIC  
 COLOUR **BLACK** #82008, 8.75 oz/yd<sup>2</sup>  
 FABRIC CONFORMS TO:  
**CAN ULCS109 M2**

**DETAILS:**

**FRAMEWORK:**

- ALL ALUMINUM TO BE ALLOY 6061 T6
- ALL FRAMEWORK TO BE 1" X 1" X 0.120" ALUMINIUM TUBE
- ALL HARDWARE TO HAVE ZINC OR GALVANIZED FINISH
- ALL TIE DOWN BARS (REQUIRED FOR FABRIC ATTACHMENT) TO BE Ø 1/2" ALUMINIUM SOLID ROD
- FRAMEWORK TO BE PAINTED MATTE BLACK

**DESIGN CRITERIA**

Design is in accordance with the Ontario Building Code of 2017 and it's applicable supplements.

**DEAD LOAD**

Canopy self weight. Tubular Aluminum @ 0.52lbs/ft<sup>2</sup> of tubular material. Fabric covering @ 17.50 oz/yd<sup>2</sup>

**WIND LOAD**

$p = IwqCeCgCp$  where q is 9 lbs/ft<sup>2</sup>

**SNOW LOAD**

$S = I_s(S_s(C_bC_wC_sC_g) + S_r)$  where  $S_s = 50$  lbs/ft<sup>2</sup>



3 Cleopatra Drive,  
 Ottawa ON, K2G 3M9  
 T. 613-723-0056



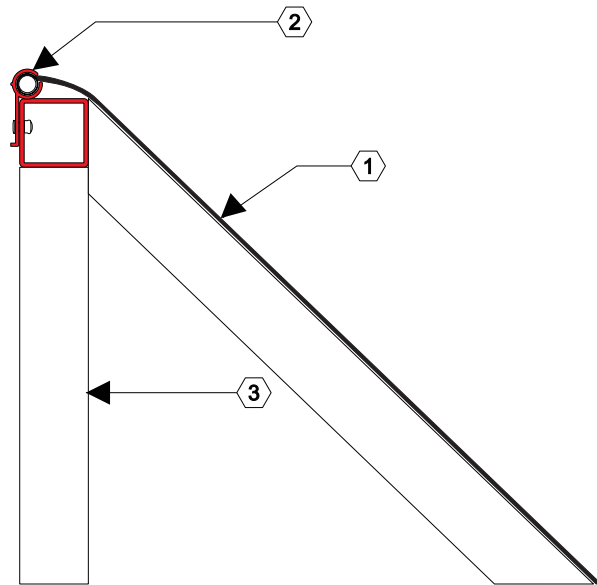
80 John Street,  
 Amprior, ON

**Project:** Entrance Canopy

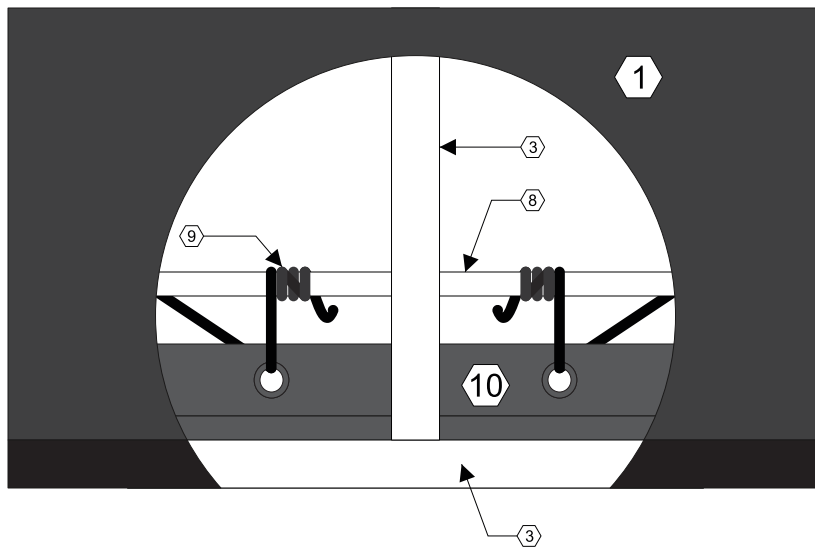
**Date:** June 17, 2024  
**Scale:** 3/8" = 1'-0"  
**Drawn by:** JCC

**ENTRANCE FRAMEWORK DETAILS**

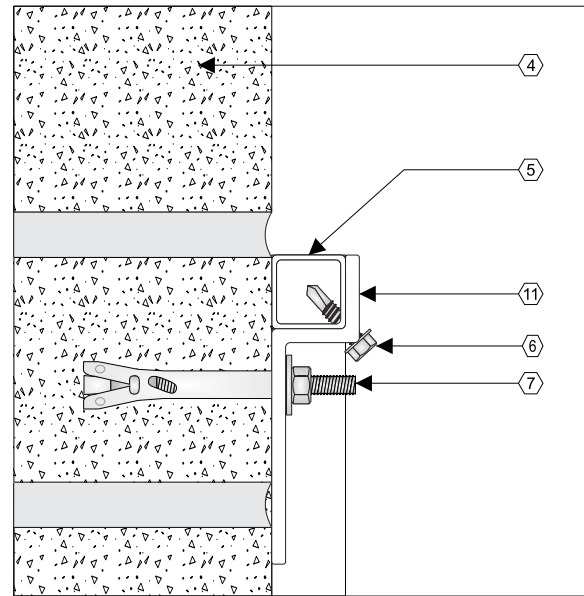
**Drawing:** Sk001



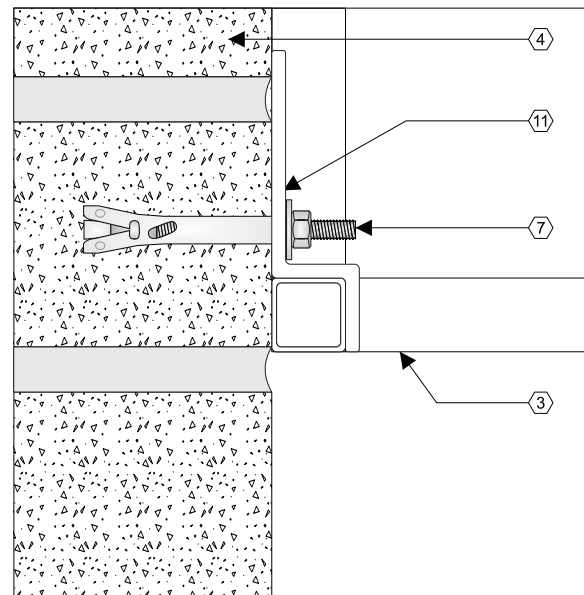
01 FABRIC ATTACHMENT DETAIL - TOP ONLY  
Sk002 SCALE: NTS



03 FABRIC ATTACHMENT DETAIL - TYPICAL  
Sk002 SCALE: NTS



02 SECTION DETAIL  
Sk002 SCALE: 1:2.66



04 SECTION DETAIL  
Sk002 SCALE: 1:2.66

**GENERAL NOTES:**

- ALL FRAMEWORK TO BE WELDED T6061 ALUMINUM
- ALL FRAMEWORK TO BE PRIMED AND PAINTED MATTE BLACK
- FABRIC TO BE PVC COATED POLYESTER, TRADENAME "FIRESIST®, COLOUR: BLACK #82008
- FABRIC MEETS OR EXCEEDS FLAME RETARDANCY SPECIFICATION CAN/UL S109M2, AS REQUIRED BY ONTARIO BUILDING CODE

**DETAIL NOTES:**

- 1) FABRIC PORTION
- 2) ALUMINUM C-TRACK, RIVETED TO FRAME
- 3) 1"x1"x.120" ALUMINUM TUBING
- 4) BRICK WALL FINISH
- 5) INSTALLATION RAIL
- 6) #10 TEK SCREW
- 7) 3/8"Ø SLEEVE ANCHOR
- 8) 1/2"Ø ALUMINUM TIE DOWN BAR
- 9) 1/8"Ø SYNTHETIC STAGE CORD
- 10) 1 1/2" REINFORCED LACEBAND
- 11) 1" Z-CLIP, SINGLE

**NOTE: ANCHORING DETAIL MAY CHANGE BASED ON SITE CONDITION**

**DESIGN CRITERIA**

Design is in accordance with the Ontario Building Code of 2012 and it's applicable supplements and 2023 updates.

**DEAD LOAD**

Canopy self weight. Tubular Aluminum @ 0.52lbs/ft<sup>2</sup> of tubular material. Fabric covering @ 17 oz/yd<sup>2</sup>

**WIND LOAD**

$p = lwqCeCgCp$  where q is 9 lbs/ft<sup>2</sup>

**SNOW LOAD**

$S = Is(Ss(CbCwCsCg) + Sr)$  where Ss = 50 lbs/ft<sup>2</sup>



3 Cleopatra Drive,  
Ottawa ON, K2G 3M9  
T. 613-723-0056



80 John Street,  
Arnprior, ON

Project: Entrance Canopy

Date: June 17, 2024  
Scale: As Noted  
Drawn by: JCC

FABRIC & ANCHORAGE DETAILS

Drawing: Sk002





**GENERAL NOTES:**

- ALL FRAMEWORK TO BE WELDED T6061 ALUMINUM
- ALL FRAMEWORK TO BE PRIMED AND PAINTED MATTE BLACK
- FABRIC TO BE PVC COATED POLYESTER, TRADENAME "FIRESIST®, COLOUR: BLACK #82008
- FABRIC MEETS OR EXCEEDS FLAME RETARDANCY SPECIFICATION CAN/UL S109M2, AS REQUIRED BY ONTARIO BUILDING CODE
- GRAPHIC PRINTED IN WHITE



3 Cleopatra Drive,  
Ottawa ON, K2G 3M9  
T. 613-723-0056



80 John Street,  
Arnprior, ON

**Project:**  
Entrance Canopy

**Date:** June 17, 2024

**Scale:**  
**Drawn by:** JCC

**DESIGN CRITERIA**

Design is in accordance with the Ontario Building Code of 2012 and it's applicable supplements and 2023 updates.

**DEAD LOAD**

Canopy self weight. Tubular Aluminum @ 0.52lbs/ft<sup>2</sup> of tubular material. Fabric covering @ 17 oz/yd<sup>2</sup>

**WIND LOAD**

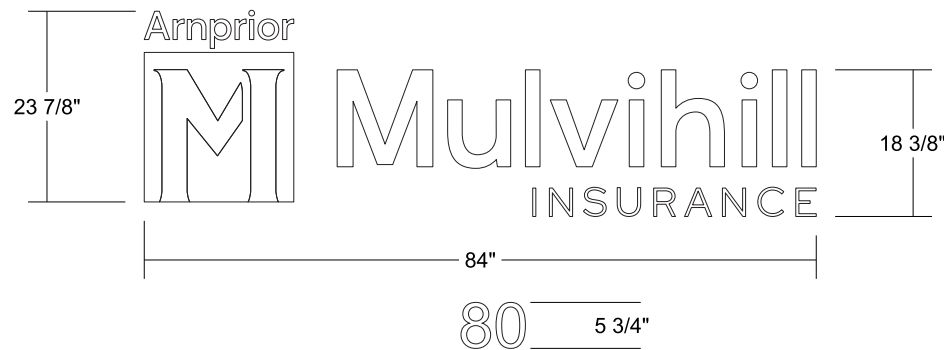
$p = lwqCeCgCp$  where q is 9 lbs/ft<sup>2</sup>

**SNOW LOAD**

$S = Is(Ss(CbCwCsCg) + Sr)$   
where  $Ss = 50$  lbs/ft<sup>2</sup>

**GRAPHIC  
DETAILS**

**Drawing:**  
**Sk003**



Attachment 2 – Sign Photos





## Town of Arnprior Staff Report

**Subject:** Municipal Grant Application – 2360 Royal Canadian Army Cadets

**Report Number:** 24-08-26-02

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

**Department:** Recreation

**Meeting Date:** August 26, 2024

---

### **Recommendation:**

**That** Council waive 50% of the user fees and charges for the 2360 Royal Canadian Army Cadets municipal grant request for the use of the Nick Smith Centre Community Hall on Thursday evenings (from 6:00 p.m. to 9:30 p.m.) on thirty-five (34) dates and for two (2) weekend rentals (Saturday or Sunday) for the period of September 5, 2024 – June 19, 2025 (value \$2,886.25); and

**Further That** the 2360 Royal Canadian Army Cadets be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured.

### **Background:**

The Town's Municipal Grants Policy, helps to define the purpose, scope and procedures for Council to provide municipal grants to organizations that provide programs or services that address an identifiable need or problem in the community and bestow some community-wide benefit. Municipal Grant streams authorized under the policy include:

- Support Funding (Maximum 1 request per year, \$3,000 limit per request)
- In-Kind Support – Partnership (Maximum 2 requests per year)
- In-Kind Support – Single (Maximum 2 requests per year)
- Festivals & Event Support – (Maximum 1 request per year, \$5,000 limit per request)

In order to qualify for Municipal Grant Funding applicants are required to complete the application form and meet various qualification criteria, including demonstration of

financial need. Applications are received and evaluated based on the qualifications and eligibility criteria listed in Section 3 of the Municipal Grants Policy. Depending on the funding stream, applications received come to Council in the form of a Staff Report or through an Action Item.

Council has waived the rental fees for the Nick Smith Centre Community Hall for the 2360 Royal Canadian Army Cadets for a number of years for their weekly training as well as special training events for their youth program. In addition to use of the Nick Smith Centre Community Hall, a lease agreement is in place between the Town and the Army Cadets for an office trailer and sea container stationed along the exterior of the Bert Hall Arena, in the parking lot. The lease agreement provides these services for no fee with the exception of the monthly hydro services, which the Army Cadets are responsible for. Last year, the Cadet’s request was granted by Council in the amount of \$4,900.00.

**Discussion:**

The 2360 Royal Canadian Army Cadets submitted a grant request under the In-Kind – Partnership Stream. The Cadets have requested 100% of the fees to be waived for the use of the Nick Smith Centre Community Hall, for the period of September 5, 2024 – June 19, 2025, which is equivalent to a total cost of \$5,772.50, not inclusive of HST.

The Cadets also requested one (1) Saturday per month (day rental) of the Community Hall, however due to a variety of tournaments, craft fairs and events we are unable to accommodate this portion of their request.

<b>Rental Period</b>	<b>Cost / Rental</b>	<b>Value (\$)</b>
<u>Weeknight Rentals</u> 34 Rentals (119 hrs. rental time) September 5, 2024 – June 19, 2025	\$42.50 / hour	\$5,057.50
<u>Weekend Rentals</u> 2 Rentals (Full Day Rentals) September 22 and 29	\$357.50 / day	\$715.00
<b>Total Value of Request</b>		<b>\$5,772.50</b>

The request was evaluated based on the qualification and eligibility criteria outlined in the Municipal Grants Policy, outlined in Appendix B: Evaluation Matrix – 2360 Royal Canadian Army Cadets, and was found to be in compliance with the requirements, however it doesn’t full demonstrate financial need which is outlined in the Financial Needs Analysis below.

Financial Needs Analysis:

The application received from the Cadets included financial information, indicating they have the following funds available to them:

<b>2360 Army Cadets Funding Availability for 2024</b>	
Operating Bank Account Balance	\$19,782.53
Savings Bank Account Balance	\$8,681.08

The following is a financial review based on the documentation provided by the 2360 Royal Canadian Army Cadets. It outlines current funds available to them, out of their Operating Bank Account, (balance of \$19,782.53) along with their projected revenues and expenses for 2024-2025.

The following tables provides a funding analysis based on the funds in the chequing account only, while also taking into consideration the potential loss of revenue (donations/sponsorship and fundraising) as we continue to facing challenging financial times and these supports are not guaranteed.

	<b>2024-2025 Operating Budget</b>	<b>Without donations / sponsorships</b>	<b>Without fundraising</b>	<b>Without donations &amp; fundraising</b>
Current Bank Balance	\$19,782.53	\$19,782.53	\$19,782.53	\$19,782.53
Projected Revenues	\$15,752.50	\$11,752.50	\$9,752.50	\$5,752.50
<b>Total Revenue</b>	<b>\$35,535.03</b>	<b>\$31,535.03</b>	<b>\$29,535.03</b>	<b>\$25,535.03</b>
Projected Expenses	\$17,352.50	\$17,352.50	\$17,352.50	\$17,352.50
<b>Ending Balance</b>	<b>\$18,182.53</b>	<b>\$14,182.53</b>	<b>\$12,182.53</b>	<b>\$8,182.53</b>

<b>Ending Balance Based on Grant Funding Options:</b>	<b>2024-2025 Operating Budget</b>	<b>Without donations / sponsorships</b>	<b>Without fundraising</b>	<b>Without donations &amp; fundraising</b>
Municipal Grant – 100%	\$18,182.53	\$14,182.53	\$12,182.53	\$8,182.53
Municipal Grant – 75%	\$16,739.41	\$12,739.41	\$10,739.41	\$6,739.41
Municipal Grant – 50%	\$15,296.28	\$11,296.28	\$9,296.28	\$5,296.28
Municipal Grant – 25%	\$13,853.16	\$9,853.16	\$7,853.16	\$3,853.16
No Municipal Grant	\$12,410.03	\$8,410.03	\$6,410.03	\$2,410.03

As the chart outlines, the Cadets could operate without any municipal grant support and would not enter into any deficit even if all their other revenue sources were not successful, though it leaves no room for budget overages.

### **Options:**

Other options for Council consideration include:

1. Choose to support the 2360 Royal Canadian Army Cadets request at a difference percentage, as determined by Council;
2. Choose not to support the Municipal Grant Request. Staff does not recommend this, as this program is offered at no cost to youth in the community (ages 12-18) and is a vehicle by which young people learn to be leaders and good citizens, which is a benefit to the community.

### **Policy Considerations:**

The Municipal Grants Policy aligns with the Town's Strategic Plan of effective service delivery, as well as growth and expansion. Providing Municipal Grants to eligible organizations, allows the Town of Arnprior to have various programs and events, which compliment or support those offered by the municipality, which contributes to the overall growth of the Town.

### **Financial Considerations:**

This Municipal Grant Request falls under the In-Kind Partnership Support stream, where support is provided through waiving of user fees and charges. While other revenue-generating programs could be using the Community Hall during the times requested by the Cadets, staff do not consider this a barrier for approving the space for the Cadets at this time.

### **Meeting Dates:**

N/A

### **Consultation:**

N/A

### **Documents:**

Appendix A – Evaluation Matrix – 2360 Royal Canadian Army Cadets

Appendix B – Application Form – 2360 Royal Canadian Army Cadets

### **Signatures**

**Reviewed by Department Head:** Graeme Ivory

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Kaila Zamojski

## Appendix A – Evaluation Matrix – 2360 Royal Canadian Army Cadets

Applicant: 2360 Royal Canadian Army Cadets	Meets Criteria	Notes
<b>Qualification Criteria</b>		
A not-for-profit or charitable organization operating in the Town of Arnprior (other community groups may be considered based on demonstrated benefit to overall community)	Yes	
Hosting a program, activity, event or service that primarily benefits the residents of the Town of Arnprior	Yes	
Using the Municipal Grant for operating program, activity, event or service, not capital projects or debt payments	Yes	
Demonstrates financial need	No	
Demonstrates having explored additional sources of potential funding from other levels of government, the private sector, donations, fundraising efforts, etc. where applicable	Yes	
Completed and submitted the appropriate application form a minimum of 60 days prior to their need	Yes	
<b>Eligibility Criteria</b>		
1. Overall contribution to community		
The Cadets volunteer for special events that benefit the residents of Arnprior such as, for example, food bank, the Town's clean-up day, poppy campaign, and they serve veterans at the dinners hosted by the legion.	Yes	
2. Supports & promotes Town's vision, values and strategic priorities		
Provides a youth program that is not otherwise offered (service delivery) at no cost to participants.	Yes	

<p>3. Financial Management of the community organization</p>	<p>Yes</p>	
<p>They rely on community to support program as they are a not-for-profit organization and monies raised throughout the year are used to offset costs of equipment and training, not supplied by Department of National Defence.</p>		
<p>4. Demonstrated support of volunteers</p>	<p>Yes</p>	
<p>Not For Profit Organization with 10 volunteers: support committee, police officers and veterans</p>		
<p>5. Demonstrated the benefits to the residents of the Town of Arnprior</p>	<p>Yes</p>	
<p>Providing a program to residents that has does not exist otherwise in Arnprior and is offered. It is offered at no cost to youth and their family.</p>		
<p><b>Notes</b></p>		





Town of Arnprior  
 105 Elgin Street West  
 Arnprior, ON.  
 K7S 0A8  
 613-623-4231

## Municipal Grants Application

<b>General Information</b>	<b>Submission Date:</b> _____		
Name of Organization:	2360 Royal Canadian Army Cadets		
Street Address:	77 James Street		
City/Town:	Arnprior	Postal Code:	K7S 1C9
Contact Person:	Ken Walton	Position/Title:	Support Committee Chair
Telephone:		Fax Number:	
E-mail:	<i>Ken.walton1965@outlook.com</i>		
What is your organization's status?	Charitable	Not-for-profit	Other
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Authorization:	I declare that I am authorized to sign this grant request on behalf of		Name (print):
	2360 RCACC Arnprior		Ken Walton
	_____ [insert name of organization]		Position/Title:
	<i>Ken Walton</i> _____ [signature]		Support Committee Chair
<i>June 22, 2024</i> _____ [date]		Phone:	
613-880-2291			
Please provide project/event date(s) or any relevant timelines related to this request.			
<ul style="list-style-type: none"> <li>- Requesting every Thursday, September 5, 2024 through to Thursday June 19, 2025 (1800 to 2130hrs)</li> <li>- Requesting NSC on the following weekend Dates: a) September 22 &amp; 29 2024 b) December 8 2024 c) Ideally one Saturday every month (0800 to 1600hrs)</li> <li>- Christmas leave Decemeber 23 2024 to January 3 2025 - no cadets</li> <li>- March Break March 10-14 2025 - no cadets</li> </ul>			

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<b>Grant Request</b>	<b>Please check applicable request</b>	<b>Brief description of request (i.e. dollar amount and/or type of in-kind support, staffing requirements)</b>
Support Funding (complete Parts A and B)	<input type="checkbox"/>	
In-Kind Support (Partnership) (complete Parts A and B)	<input checked="" type="checkbox"/>	Use of the Nick Smith Community Centre for youth activities.
In-Kind Support (Single) (complete Part A)	<input type="checkbox"/>	
Festivals and Events Support Funding (complete Parts A and B)	<input type="checkbox"/>	

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**Part A** (to be completed for all municipal grant requests)

<b>Organization/Grant Information</b>	
<b>What is the function of your organization (mandate/key objections)?</b>	
The Army Cadet Program contributes to the development and preparation of youth to life's adventures into adulthood. It enables them to meet the challenges of today's society.	
<b>Please provide an overview of the service, program or event being supported with this funding.</b>	
The Army Cadet Program is for youth 12-18 years. It instills military values while developing citizenship, leadership, self-confidence, self-esteem and fitness goals. Youth gain life skills, teamwork and some fun through the program.	
<b>Please explain how this service, program or event benefits the Town of Arnprior and its residents.</b>	
Youth are encouraged with training in principals of leadership, civic responsibilities and physical fitness through various activities within the cadet training year to become active members of society and to provide back to the community.	
<b>Does your organization use volunteers?</b>  <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>	<b>If yes, how many volunteers are involved and in what capacity? (e.g. administration, service level, etc.)</b>  Volunteers are comprised in all aspects of the Corps - administration, training, Support Committee and fundraising.

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<p>Please select target population that will benefit from this request.</p>	<p><b>Age Range:</b></p> <p><input checked="" type="checkbox"/> Children (Ages 0-12)</p> <p><input checked="" type="checkbox"/> Youth (Ages 13-18)</p> <p><input type="checkbox"/> Adults (Ages 19-59)</p> <p><input type="checkbox"/> Seniors (Ages 60+)</p>	<p><b>Number of participants benefitting from this request:</b></p> <p><input checked="" type="checkbox"/> 1-50</p> <p><input type="checkbox"/> 51-100</p> <p><input type="checkbox"/> 101-499</p> <p><input type="checkbox"/> 500-1000</p> <p><input type="checkbox"/> &gt;1000</p>
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<p>Does this request align with the Town of Arnprior's <u>Strategic Plan</u>, as determined by Council? Please explain.</p>	
<p><b><u>Key Priorities</u></b></p> <ul style="list-style-type: none"> <li>Economic Development – Attraction, retention and marketing initiatives and economic impact</li> </ul>	<p>The Cadet Program is a vehicle by which young people learn to be leaders and good citizens in preparation for the responsibilities of adulthood who serve not only their cadet corps but also their community. These young people often have profound effect on the future of Canada as many go on to become leaders in our society; in business, government, and education.</p>

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<ul style="list-style-type: none"> <li>Community Well Being – Community support, arts and culture, recreational and leisure, health and well being support initiatives</li> </ul>	<p>The Canadian Cadet Program offers an exceptional youth program for youth ages 12-18. The Cadet program offers its program at no cost to the community or individual families. The Program also works with the Royal Canadian Legion to help assist their community events. The Canadian Cadet Programs provide some focus to get youth more involved in their communities.</p>	
<p>Has your organization received support from the Town of Arnprior in previous years?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>If yes, please provide additional details below.</p>	
	<p><b>Dollar (\$) value received:</b></p>	<p>\$8750.00</p>
	<p><b>Service/ Program/ Festival/ Event grant support was received for:</b></p>	<p>Use of the Nick Smith Community Centre</p>
	<p><b>Type of grant support received:</b></p>	<p><input type="checkbox"/> Support Funding</p> <p><input type="checkbox"/> In-Kind Support</p> <p><input checked="" type="checkbox"/> In-Kind Partnership</p> <p><input type="checkbox"/> Festival and Event Support Funding</p>
<p><b>Was Town staff support provided?</b></p> <p><b>If yes, in what capacity?</b></p>		

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	<p><b>If this submission/request differs from previous year(s), please describe the difference?</b></p>
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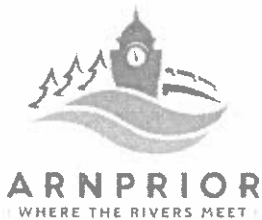


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**Part B** (to be completed for the following Streams: Support Funding, In-kind Partnership, Festivals and Events)

<b>Financial Information</b>
<p>Indicate your organizations fundraising policy. Comment on your organizations fundraising plans for the current year and upcoming years. (If Applicable)</p>
<p>The Support Committee follows the internal financial policy and procedures dictated by the governing body. The Army Cadet League. Fundraising is done throughout the year and is primarily organized and managed by the 2360 Support Committee Volunteers. Once or twice per year the Cadets participate in a "Tag Day" which is the largest fundraising event. Throughout the year, Cadets also fundraise through various organizations. Maple Syrup and Pepperettes are two of the recent campaigns the Cadets have used.</p>
<p>Does your organization raise enough money through fundraising to cover its expenses? If not, indicate your organizations plan to pay these expenses. (If Applicable)</p>
<p>The Support Committee struggles to raise funds to cover the training activities, field trips, busing, and non DND supported equipment required for training staff to ensure a fun and exciting program to local youth.</p>
<p>Indicate if you received funding or are seeking funding from sources other than the municipality.</p>
<p>The Department of National Defence (DND) policy allocates funds for mandatory training based on the number of cadets from the previous training year.</p>

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Funding provided must benefit the residents of the Town of Arnprior. Please indicate how the funding would be used to benefit the residents of Arnprior.

By allowing the Cadets to utilize the Nick Smith Centre at no charge, the Cadets are able to train, learn life skills, and have more opportunities to volunteer for special events that benefit the community of Arnprior. Youth participate as colour party for events such as the Canada Day Parade, Santa Claus Parades and Remembrance Day Services. Cadets also serve at the Veterans Dinner hosted by the Legion and participate in the Legion Poppy Campaign.

In what way is your organization working on becoming self-sufficient?

2360 Army Cadets continue to rely on the community of Arnprior for support as we are a not for profit and monies raised provides for the cost of equipment not supplied by DND.

What effect would the denial of all or a part of this request have on your organization and/or the event/activity/program/service you are applying for?

The denial of this request would be devastating, not only to the Cadets, but the community as well. Families that may not be able to afford youth programs benefit from the Cadet Program as there is no cost to join or participate.

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Has your participation been greater, less or more than last year? (If Applicable)

2360 Army Cadets showed a large growth spurt in the last year nearly doubling our numbers. Given trends seen across Ontario with other cadet units, it is expected that the corps will continue to grow in the next year.

**Part B (cont'd)**

**Projected Budget**

Please fill out the projected budget for your organization's festival/event/initiative/project below.

<u>Revenue Description</u>	<u>Budget Amount</u>
Grants – Federal and/or Provincial	\$
Grants – Town of Arnprior	\$ 5772.50
Donations/Sponsorships	\$ 4000.00
Earned Income	\$
Applicant Contribution	\$
User Fees	\$
Membership Fees	\$
Fundraising Efforts	\$ 6000.00
Other (please specify)	\$
Other (please specify)	\$
Other (please specify)	\$
Other (please specify)	\$
<b>Total Revenue</b>	<b>\$ 15,772.50</b>

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<u>Expenses Description</u>	<u>Budget Amount</u>
Salaries and Benefits	\$
Advertising and Promotion	\$ 2000.00
Entertainment	\$
Administration	\$ 1750.00
Facilities Rental	\$ 5772.50
Prizes and Awards	\$ 1000.00
Other (please specify) Trailer Maintenance	\$ 1200.00
Other (please specify) Year End Trip	\$ 4000.00
Other (please specify) Competetive Teams	\$ 1100.00
Other (please specify) Monthly Bills (Utilities, Phone, Banking)	\$ 550.00
<b>Total Expenses</b>	<b>\$ 17,352.50</b>

Please attach the listed documentation to your completed application.

- Most recent financial statements
- Financial statement from previous year or previous festival/event
- Budget for program, service, festival/event
- Proof of incorporation, if applicable
- Proof of insurance (required if funding is approved)

Kw  
 (initial)

I hereby acknowledge that the Town of Arnprior requires any successful applicant to provide a follow-up report, as described in the Municipal Grants Policy.

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## Conditions of Assistance

- a) Any Grant funding provided by the Town of Arnprior must be applied to current expenses associated with the approved project, and not be used to subsidize any other project of the applicant, or to reduce or eliminate accumulated deficits.
- b) The Town of Arnprior must be notified in writing of any significant changes and/or purpose of the supported activity or event. In the event that the activity or event is not completed, or does not move forward, the Town of Arnprior reserves the right to request the return of any grant funding provided.
- c) Receipt of a grant does not guarantee funding the following or any subsequent year.
- d) The applicant acknowledges and agrees that the Town of Arnprior shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the organization arising out of or in any way related to the approved program/event/ service.
- e) Where applicable, the Town of Arnprior must be acknowledged on promotional materials related to the funded activities/event, including but not limited to brochures, print ads, programs, posters, signage and media releases, as well as websites, e-newsletters, and social media campaigns, where possible. The Marketing and Economic Development Officer will require information from the applicant, in advance on what materials/ electronic formats the Town's logo will be included on to ensure compliance with the Town's brand guidelines.
- f) The Town of Arnprior reserves the right to an onsite presence, or formal role, at Festivals and Events. Failure to acknowledge the Town's support may result in the inability of an organization to obtain grant support in future years.

<u>kw</u> (initial)	I acknowledge that I have read and understand the Condition of Assistance for receipt of Town of Arnprior Municipal Grants. I also acknowledge that I have read and agree to follow the Town of Arnprior's Municipal Grants Policy.
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## Town of Arnprior Staff Report

**Subject:** Statue at Malloch Road Cemetery

**Report Number:** 24-08-26-03

**Report Author and Position Title:** John Steckly, GM, Operations, and Oliver Jacob, Deputy Clerk

**Department:** Operations and Client Services

**Meeting Date:** August 26<sup>th</sup>, 2024

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### **Recommendation:**

**That** Council authorize the temporary removal of the Malloch Road Cemetery statue for offsite repairs and the relocation of the statue onto a new base; and

**Further That** the repairs and relocation be funded from the Cemetery operating budget at a projected cost of \$13,488.29 less estimated contributions of \$5,000.00 from local Catholic organizations.

### **Background:**

The Town of Arnprior has owned and operated the Malloch Road Cemetery (formerly the Arnprior Roman Catholic Cemetery and St. John's Chrysostom Cemetery) since 1972. In March 1972, the Town of Arnprior authorized an agreement of purchase and sale with the Roman Catholic Episcopal Corporation of Pembroke through By-Law No. 2590-72.

The sale was finalized in April 1972 and included the land, vault, tool shed, electric pump and water system situated on the property. The Town paid \$5,000.00 and agreed to assume the liabilities as of the date of transfer which included a deficit in the Perpetual Care fund of \$12,350.00 which was to be paid into the Fund by the Town within a reasonable period out of the future revenues of the cemetery.

At the time of transfer, there was a cross located at the cemetery (as is indicated on historic cemetery maps); however, it is unclear if it is the same cross that currently exists at the site. Historic records do not confirm that the existing cross was added while the cemetery has been under the Town's stewardship, and it is staff's understanding that the cross was installed by the St. John Chrysostom Catholic Church before it was transferred to the Town (pre-1972). Anecdotal evidence and onsite review have also confirmed that the statue and its cross have likely been present in its position for 60-80 years.

## Discussion:

The Town has received several communications from residents, including representatives from local Catholic organizations / groups, over the last year regarding the current state of the Jesus statue at the Malloch Road Cemetery. Initial inspections noted that there are large cracks where the statue's arms meet its shoulders, and the paint is chipping off.

Recently, Town staff have conducted an inspection of the statue and determined that it has further deteriorated and that it may pose a safety hazard to cemetery visitors. The wooden spacers that separate the concrete statue from the metal cross have disintegrated and the metal bolts that connect the statue to the cross are corroded. As a safety precaution, Town staff have erected a temporary fence around the statue to limit the risk to users and the fence has been in place since that time.

Staff have reached out to local statue companies to discuss the future of the statue and to obtain estimates regarding the restoration and/or replacement of the statue. Preliminary discussions noted that the statue is a unique concrete statue that would be challenging to find molds for. As a result, an estimate for full replacement was provided at a rate of \$50,000.00 (plus HST). The statue company has also recently provided multiple quotes, for various levels of restoration, included in the Options and Financial Considerations sections of this report.

Both natural and cultural heritage is about a legacy of the past, what we live with today, and what we pass on to future generations. Given the cemetery's history as a Catholic final resting place, the Jesus statue and its cross represent sacred and culturally significant installations for the many individuals who are already interred at the site as well as descendants and current rights holders. While it is not clear if the statue has been blessed, a Catholic symbol present in a former Catholic cemetery would generally be considered to be sacred. In accordance with Section 1171 of the Code of Canon Law, sacred objects are to be treated with reverence and must not be used in an improper or profane way. The statue also brings significant heritage value to the cemetery due to its presence for more than half a century.

## Options:

In July 2024, Town staff visited the site with representatives from Statue Canada (a local enterprise specializing in concrete statues) to assess the existing statue and determine potential options for Council's consideration. These options are summarized below.

- **Option One (1): Offsite Restoration and Relocation of Statue / Cross**  
Council could choose to authorize the temporary removal of the statue for offsite repairs and the relocation of the statue onto a new base to be located closer to the memorial bench and tree installed by the Catholic Women's' League. This will allow staff to re-align the roadway, for better access for cemetery maintenance. This option is recommended as it would allow for more sustainable and durable repairs to the existing statue. It would also allow for the maintenance of the historic statue for future generations.

- Option Two (2): Onsite Repair of Existing Statue**  
 Council could choose to authorize onsite repairs to the existing statue to sandblast existing paint, fill cracks in the concrete, replace wooden spacers and bolts (where possible) and repaint the statue and its metal frame. This option is not recommended as onsite repair would be less durable and effective in the long term than offsite restoration.
- Option Three (3): Full Replacement**  
 Council could choose to direct staff to conduct further investigation on the full replacement of the Jesus statue and cross. This is not recommended as the estimated replacement cost is approximately \$50,000.00 (plus HST) due to the unavailability of a mold for the style of statue that currently exists onsite.
- Option Four (4): Statue Removal**  
 Council could choose to authorize the removal of the existing statue. Town staff would liaise with the St. John Chrysostom Catholic Church and other local Catholic entities to determine the appropriate steps to remove and rehome the existing statue in accordance with the Code of Canon Law and religious teachings. This option is not recommended as the statue is considered to be a sacred object with heritage value and the statue has also become a cemetery landmark due to its long-standing position at its current site.
- Option Five (5): Maintain Status Quo**  
 Council could choose to maintain the status quo. This option is not recommended as the statue presents safety hazards for cemetery visitors and the statue's current state requires repair or removal from the cemetery.

**Policy Considerations:**

The 2024/2027 Strategic Plan outlines Council's vision and priorities for the community. It outlines Council's vision to "become a sustainable and welcoming community that respects its rich history while actively building a brighter future together" while also adopting renewed corporate values (Forward-thinking, Accountable, Inclusive, Respectful).

**Financial Considerations:**

Town staff have investigated potential options to repair and/or replace the existing statue at the Malloch Road Cemetery with quotations received from Statue Canada and other contractors (i.e. crane operators). The cemetery operating budget includes a budget of \$10,500 for contracted services of which the Town allocates approximately \$6,000 annually towards all annual monument foundation repairs within the cemeteries. The cost of the recommended one-time restoration and relocation of the statue can be funded from the operating budget with any deficit being earmarked from Corporate Contingency. Any annual operating deficit would be funded from the Cemetery Reserve through the year-end surplus / deficit allocations. The Cemetery Reserve balance is currently \$67,495.

Option	Description	Subtotal	Net HST	Estimated Total
1	Offsite Restoration and Relocation of Cross	\$13,255.00	\$233.29	\$13,488.29
2	Onsite Repair of Existing Statue	\$11,103.00	\$195.42	\$11,298.42
3	Full Replacement	\$50,000.00	\$880.02	\$50,880.02
4	Statue Removal	\$2,400.00	\$42.24	\$2,442.24
5	Maintain Status Quo	None	None	None

The St. John Chrysostom Catholic Women's League, Knights of Columbus Council 2082, Our Lady of Perpetual Help Catholic Women's League and St. John Chrysostom Catholic Church have collectively committed to supporting the project at a value of approximately \$5,000.00.

**Meeting Dates:**

None

**Consultation:**

- Jennifer Morawiec, General Manager, Client Services / Treasurer
- Steve McLean, Supervisor, Roads and Services

**Documents**

1. Photos of Existing Statue

**Signatures**

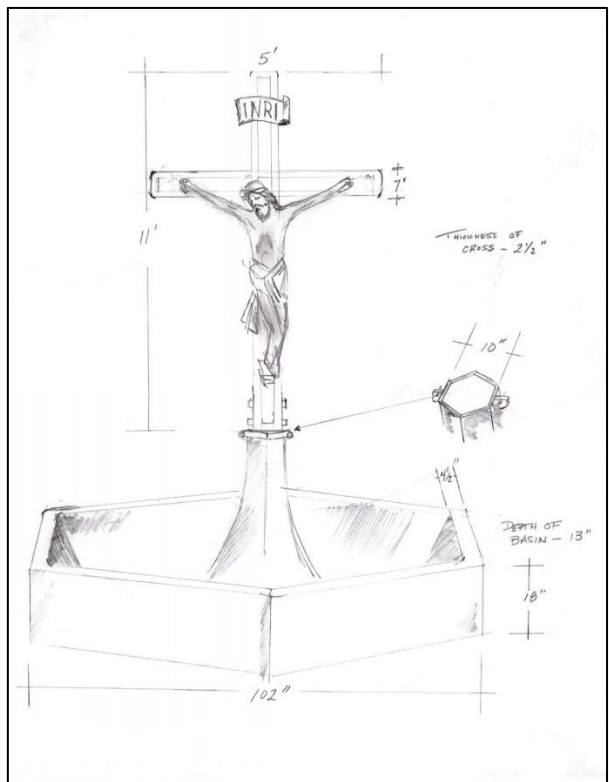
**Reviewed by Department Head:** John Steckly

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

**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Kaila Zamojski

Document One: Photos of Existing Statue







## Town of Arnprior Staff Report

**Subject:** Updates to Traffic and Parking By-law

**Report Number:** 24-08-26-04

**Report Author and Position Title:** Kaila Zamojski, Town Clerk & John Steckly, General Manager Operations

**Department:** Client Services and Operations

**Meeting Date:** August 26, 2024

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### Recommendations:

**That** Council receive this report regarding updates to the Traffic and Parking By-law; and

**Further That** Council direct staff to bring forward a final updated Traffic and Parking By-law for approval at a future meeting, following any feedback from Members of Council; and

**Further That** Staff be authorized to seek approval, following revised by-law adoption, from the Ontario Court of Justice for the fines set for this by-law in accordance with the provisions of the Provincial Offences Act.

### Background:

Council passed the following resolution in January of 2024, which directed staff to review Section 14 (Winter Parking Restrictions) of the Traffic and Parking By-law 6357-14, as amended, regarding possible modifications and/or accommodations for conditional overnight winter parking in the Town of Arnprior:

**Whereas** the month of December sees additional demand for overnight parking due to visitors and holiday parties; and

**Whereas** there is currently no overnight municipal parking available, on roads or in municipal lots, in the Town of Arnprior, between the hours of 2am -7am, from December 1st – March 31st each year; and

**Whereas** there are sometimes extended periods of time between snowfall events and winter clean up events; and

**Whereas** the Town of Arnprior has a limited number of bylaw services hours; and

**Whereas** the Town of Arnprior supports strategies to stop impaired driving; and

**Whereas** on-call transportation services in Arnprior are often limited or unavailable; and

**Whereas** the Town of Carleton Place, City of Ottawa and City of Kingston do have provisions to allow for overnight winter parking when there is no weather event and/or make accommodations for overnight parking in prescribed areas.

**Therefore, be it resolved that** Town of Arnprior staff be directed to undertake a review of the Traffic and Parking By-Law No. 6357-14, section 14, and report back to Council, prior to the next winter season, with possible modifications and/or accommodations for conditional overnight winter parking in the Town of Arnprior.

Staff have undertaken a review of Section 14 of the Traffic and Parking By-law, regarding options for Winter Parking accommodations.

The existing Traffic and Parking By-law No. 6357-14 was enacted in 2014. Since then, amendments have been made several times over the years. As the by-law has not had a fulsome review since 2014, staff have taken the opportunity through this process to review the Traffic and Parking By-law, for any other updates required. Staff are recommending repealing and replacing the current by-law.

## **Discussion:**

For ease of reference, staff have summarized the recommended changes to the Draft Traffic and Parking By-law, attached to this report as Schedule A, below. All changes to the current Schedule A – Draft Traffic and Parking By-law have been noted using a yellow highlight for additions, and red text with a strikethrough for deletions.

### **Winter Parking Restrictions**

The resolution brought forward, and approved by Council in January, requested a review of the Winter Parking Restrictions as well as investigation into possible provisions to allow for overnight winter parking when there is no weather event and/or make accommodations for overnight parking in prescribed areas. Municipalities such as Town of Carleton Place, City of Ottawa, and City of Kingston were cited as having provisions to allow for overnight winter parking in various circumstances. As the Town of Carleton Place is the most comparable in population, size and operations, staff have used this municipality as a comparator when investigating and proposing the various changes to the overnight winter parking provisions in our current by-law. The City of Ottawa and City of Kingston have significant differences in their staffing, operations, and size, as well as capacity to allow for different accommodations.

The Operations Department (Engineering/ Roads and Services), Town Clerk, and By-law Enforcement have had several meetings to discuss the best options moving forward for the Town of Arnprior, looking both at accommodations to residents, as well as impact on winter maintenance operations and enforcement.

When looking at winter maintenance operations and meeting minimum maintenance standards outlined by the Province of Ontario, there are more factors to consider than snowfall accumulation. Winter maintenance operations take place for things

including but not limited to, removal of excess snow from certain areas of town (i.e. due to sidewalk clearing), cutting back of snowbanks for sightline issues, salting and sanding of streets and sidewalks during ice storms, etc. Also, depending on the snowfall accumulation, the winter maintenance operations for clearing the roads can take several days as it is. More time would be required if there were vehicles on streets impeding clean-up efforts. Thus, for these reasons, and overall efficiency, staff are recommending the continuation of winter parking restrictions being in place for the full winter season, not dependent on weather events and forecasted snowfall accumulation.

Further, the Town of Carleton Place implemented an overnight on-street winter parking ban process where weather forecast of 7 cm of snowfall accumulation was the threshold for ticketing vehicles. They have since reverted back to the parking restrictions for the full winter season, citing the ability to have thorough and efficient snow removal operations, as well as safer roadways and better access for emergency services and operations with already narrowed road widths due to snowfall. The Town of Carleton Place currently designates overnight winter parking areas on municipal properties throughout their town, where vehicles can park overnight.

Therefore, looking at our winter maintenance operations, to meet minimum maintenance standards and provide accommodations for visitors and residents that may not have sufficient parking in their private laneways, staff are proposing the following changes to Section 14 (Winter Parking Restrictions):

- Winter Parking Restrictions Timelines
  - Changing the start of the annual winter parking restriction season from December 1<sup>st</sup> to November 15<sup>th</sup>. This change was requested by the Supervisor of Roads and Services, to allow for winter maintenance operations beginning in the mid-end of November, as we normally get our first significant snowfall in this time period.
- Designation of Overnight Winter Parking Areas
  - Staff are recommending implementing five (5) Overnight Winter Parking Areas, as outlined in the newly created Schedule L to accommodate guests of property owners who may not have sufficient driveway/garage space for additional overnight vehicles during the winter months. The authorized parking spaces in each Overnight Winter Parking Area would be signed as “approved overnight winter parking space(s)”. The following table depicts the proposed areas, on municipal properties across town, for overnight winter parking:

<b>Overnight Winter Parking Area on Municipal Property</b>	<b>Designated Parking Spaces</b>
Robert Simpson Park Parking Lot (400 John Street)	10 Parking Spaces
McLean Diamonds – Ball Diamond #1 (Parking Lot Off McNab Street)	Full Parking Lot
M. Sullivan & Son Ltd. Park - Parking Lot (61 Moe Robillard Street)	Full Parking Lot
Nick Smith Centre Parking Lot (71 James Street)	6 Parking Spaces
Ken Scissons Parking Lot (30-36 McGonigal Street West)	8 Parking Spaces

- Staff are recommending that all vehicles parked in the designated overnight winter parking spaces must be removed between the hours of 7:00 a.m. - 9:00 a.m. daily, to allow for snow removal operations to take place.
- Through this process, it has also been confirmed that By-law Enforcement will only be enforcing Winter Parking Regulations when it is operationally necessary.

**Update for Removal of Unlicensed Vehicles on Streets**

By-law Enforcement has run into several instances over the years of abandoned/ unlicensed vehicles being left on Town streets and municipal parking lots. Thus, staff has included a new section 29 (2) (a) (i-iii) in the proposed by-law, to help with enforcement of parked unlicensed vehicles. Staff is proposing vehicles parked on streets in Town must have current valid licence plates, displayed on the vehicle and which are issued in accordance with appropriate provincial regulations.

**Updates to No Parking – Ottawa Street**

Over the past several years, there have been concerns raised by both residents and by-law enforcement officers surrounding the No Parking section on Ottawa Street, in front of both Walter Zadow Public School and Arnprior District High School. Ottawa Street during morning drop-off and afternoon dismissal is very busy due to the need for parents to access the area with their children. Currently this “No Parking” area is causing confusion overall, particularly due to lack of understanding between the difference of “No Parking” and “No Stopping”. Thus, staff are recommending changing the “No Parking” on the north side of Ottawa Street from John Street to Harriet Street, to 15-minute parking between 8am and 4pm on School Days. This will assist residents with having the option to drop off and pick up children, as well as help with clarity around enforcement.

**General Housekeeping Updates**

The proposed By-law contains the following minor and administrative/ housekeeping changes to improve, clarify and enhance the language of the existing

provisions, as well as improve the overall structure of the By-law:

- Document structure: grammar, spelling, and accessibility and ease of reading, etc.
- Consolidation of past amendments over the past 10+ years.
- Definitions: Updated General Manager of Operations, title; and added the definition for 'Through Highway'.
- Under the Delegation of Authority By-law, the General Manager, Operations is delegated authority to prohibit and regulate the movement, parking and stopping of vehicles for a temporary period. Updates have been made throughout the by-law and schedules in relation to the delegated authority of the General Manager, Operations, in implementing temporary traffic and parking control measures, which have now been added to this revised by-law for full implementation. This includes new developments.
- Various updates have also been made to the following Schedules of the by-law:
  - No Parking; Restricted Parking; Access Route for Fire Department Use; School Bus Loading Zones; Designated Parking Spaces for Persons with Disabilities and Loading Zones for Persons with Disabilities; Through Highways; Stop Signs at Intersections; and Designated Pedestrian-Activated Crossovers.

The updates in these sections have been made for overall growth of the Town (additions of streets, parking spaces, intersections, buildings, etc.), as well as looking at any reconstruction of roads, safety concerns, sightlines, etc.

### **Implementation of Set Fines through the Ontario Court of Justice in accordance with the provisions of the Provincial Offences Act**

The Ontario Court of Justice is responsible for approving set fines for the Traffic and Parking By-law, under the Provincial Offences Act. The current timelines for their review and approval are 3-4 weeks, following the submission of the new Traffic and Parking By-law. Thus, you will notice under Section 32 of the updated Draft Traffic and Parking By-law, the new by-law will not come into force and effect until November 15, 2024. This will give ample time for the Ontario Court of Justice to approve, as well as allow for the proposed updates to winter parking restrictions and overnight winter parking accommodations to be implemented for the upcoming 2024 winter season.

### **Options:**

Council can choose to make recommendations or provide feedback on any of the proposed changes.

Council may choose to make no changes and keep the current by-law status quo; however, this is not recommended as many changes are required to meet today's traffic

and parking needs.

### **Policy Considerations:**

Road Maintenance Policy (Ontario Provincial Minimum Maintenance Standards)

Highway Traffic Act

### **Financial Considerations:**

Updates to the parking signage will be covered under the Operations Department Operating Budget, at an approximate cost of \$2,600.

Updated Parking ticket booklets will be covered under the Animal Services and Parking Operating Budget, at an approximate cost of approximately \$1,200.

### **Meeting Dates:**

January 29, 2024 – Regular Meeting of Council – Notice of Motion

### **Consultation:**

Extensive consultation was conducted between key staff members in the Operations, Fire, Community Services, and Client Services (By-law Enforcement) Departments, including:

- CAO
- Fire Chief
- Town Planner
- Chief Building Official
- Supervisor, Roads and Services
- Engineering Officer
- By-law Enforcement

### **Documents:**

1. Schedule A - Draft Traffic Control and Parking By-law

### **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:** Kaila Zamojski

**Corporation of the Town of Arnprior  
Traffic and Parking By-Law No. XXXX-24**



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**BEING a Consolidated By-law to regulate and control traffic and the parking of vehicles in the Town of Arnprior.**

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

## **Interpretation**

Unless specifically modified or changed herein, words or expressions used in this by-law have the same meaning as given or used in the *Highway Traffic Act*, Chapter H.8, R.S.O. 1990, as amended.

### **1. Title**

This By-Law shall be known and may be cited as “~~The~~ Traffic and Parking By-Law”.

### **2. Definitions**

For the purpose of this by-law, the following definitions shall apply:

**Access Routes for Fire Department** means any highway, road, driveway, lane, ramp, or other means of vehicular access or egress so designated and shall conform to the requirements of the *Fire Protection and Prevention Act*, **the Ontario Fire Code**, and the *Ontario Building Code Act* and regulations thereto, as amended.

**By-law Enforcement Officer** means a person so appointed by the Municipality under the *Police Services Act*.

**Corner** means the point of intersection of curbs or edges of the portion of the highway for vehicular traffic.

**Crosswalk** means:

- a) that part of the highway at an intersection that is included within the confines of the lateral lines of the sidewalk on opposite sides of the highway measured from the curbs; or in the absence of curbs, from the edges of the highway; or
- b) any portion of a highway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs, lines or other markings on the surface.

**Curb** shall include the edge of the travelled portion of the highway.

**Designated Parking Space** means a parking space designated under this by-law for the exclusive use of a vehicle displaying a permit in accordance with the requirements of the *Highway Traffic Act* and the regulations made there under and this By-law as amended.

**General Manager, Operations** means a person **as** so appointed by the Municipality.

**Driveway** means improved land on a highway which provides vehicular access between a highway to a laneway or a parking area on adjacent land.

**Highway** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, or trestle, designed and intended for, or used by, the general public for the passage of vehicles.

**Highway Direction** means the direction that a highway is deemed to run for the purposes of this by-law and is not necessarily the direction the highway runs in its entire length.

**Intersection** means the area embraced within the prolongation or connection of the lateral curb lines or, if none, then of the lateral boundary lines of two or more highways which join one another at an angle, whether or not one highway crosses the other.

**Laneway** means improved land adjacent to the highway that provides access between a highway and a parking area or other destination.

**Municipality** means The Corporation of the Town of Arnprior.

**Obstruct Traffic** means to park a vehicle in a manner that obstructs the orderly flow and safe passage of traffic moving on a highway in any direction.

**One-Way Street** means a highway upon which the movement of vehicular traffic is designated by a by-law for movement in one direction only.

**Park or Parking** means the halting of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

**Parking Lot (Public or Private)** means any open area or portion of a structure, other than a street or highway intended for the temporary parking of vehicles whether its use involves the payment of a fee or otherwise.

**Parking Space** means a part of the highway, the use of which is designated by signs or posts or lines or other markings on the highway or any other area used for the purpose of parking a vehicle.

**Permit** means an Accessible Parking Permit issued under the *Highway Traffic Act*; a permit, number plate or other marker or device issued by another jurisdiction and recognized under that Act; or a short-term parking permit issued by the Town during extenuating circumstances.

**Persons with Disabilities** means a person who has applied for and has met the requirements and has been issued an accessible parking permit in accordance with the *Highway Traffic Act*, Chap H.8 R.S.O. 1990, as amended.

**Police Officer, Constable, Special Constable** means a person so appointed by the Ontario Provincial Police.

**Sidewalk** means that portion of a highway between the curb lines and the property line of the lot abutting the highway, and which is intended for the use of pedestrians.

**Sign** means any sign or marking on a highway, curb or sidewalk or other device placed or erected under the authority of the By-law for the purpose of regulating, warning or guiding traffic and parking, or for the purpose of the removal of snow.

**Stand or Standing** means the halting of a vehicle, whether occupied or not, except for the purpose of and while actually engaged in receiving or discharging passengers.

**Stop or stopping** means the halting of a vehicle, even momentarily, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police officer or of a traffic control sign or signal.

**Through Highway** means any highway or part of a highway so designated by this By-law, and defined by the Highway Traffic Act, Chap H.8 R.S.O. 1990, as amended.

**Town** means The Corporation of the Town of Arnprior.

**Unsigned Highway** means a highway or portion of highway with no posted signs restricting or not permitting the parking of vehicles.

**Vehicle** includes an automobile, truck, motorcycle, motorized snow vehicle, bus, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind or power, including muscular power, but does not include vehicles running only upon rails.

### 3. Time

Notwithstanding the *Time Act*, Chapter T. 9, R.S.O. 1990 as amended, so long as the time commonly observed in the municipality is one hour in advance of Standard Time, the times mentioned in this by-law shall be reckoned in accordance with the time so commonly observed and not Standard Time.

### 4. Schedules and Severability

- (1) The Schedules A, to and including **Schedule L** attached to this by-law shall be read with and form part of this by-law. All measurements contained in the attached schedules are referenced from the nearest intersecting highway limit unless otherwise specified therein.
- (2) Should any part, section, subsection or portion of this by-law be repealed or declared by a court of competent jurisdiction to be illegal, the same shall not affect the validity of the by-law as a whole or in part thereof, except for that which was declared to be invalid.

## **Parking**

### **5. Method of Parking**

#### **(1) Direction**

No person shall park a vehicle on any highway, other than a one-way street, unless on the right-hand side of the street, having regard for the direction in which the vehicle had been proceeding. The nearest front and rear wheels of the parked vehicle shall be parallel to and not more than 30 cm from the edge of the highway. Notwithstanding, the distance between the wheels and the highway edge shall not apply where angle parking is specifically authorized by this by-law.

#### **(2) Within Parking Space**

Individual parking spaces may be defined by the Town by painted lines or other suitable marks on the surface of the parking lot or highway. Where such parking spaces are so defined, it shall be unlawful to park a vehicle other than within the confines of the parking spaces so defined.

### **6. Parking and Stopping Prohibited at Any Time**

No person shall park or stop, or cause to be parked or stopped any vehicle in any of the following places at any time of the day unless such stopping is explicitly permitted by painted lines on the pavement, signs or other municipal markings or at the direction of a Police Officer:

- a) On any sidewalk;
- b) In any intersection;
- c) In a turning basin;
- d) In front of a public driveway;
- e) Within 9 meters of any intersection;
- f) Within a distance of 3 meters from the closest point on the curb to any fire hydrant;
- g) Within 6 meters of a crosswalk at an intersection;
- h) Within 15 meters of a level railway crossing;
- i) On any bridge;
- j) On any highway in such a manner as to obstruct traffic;
- k) In such a position as to prevent the convenient departure of any other vehicle previously parked or standing;
- l) In front of the entrance to a fire station;

- m) On any Yield Lane or within 5 meters of any Yield Lane;
- n) In front of an entrance to a theatre where large assemblies are being held for a reasonable time immediately before and following such assemblages;
- o) On any crosswalk;
- p) On any curb;
- q) On any level railway crossing;
- r) Adjacent to any median strip constructed on the highway;
- s) In front of a private driveway;
- t) Within 0.5 meters of a public driveway;
- u) Within 0.5 meters of a private driveway;
- v) Within 15 meters of a controlled intersection;
- w) On the approaches to any bridge;
- x) In front of the entrance to a hospital;
- y) In front of an entrance to a building where large assemblies are being held for a reasonable time immediately before and following such assemblages.

## 7. Designated "No Stopping" Areas

- (1) Those highways and portions of highways named and described in **Schedule A** hereto attached shall be designated "**No Stopping**" areas.
- (2) No person shall stop or cause to be stopped a vehicle at any time within the highway or portion of highway named or described in Schedule A on any day unless such stopping is explicitly permitted by painted lines on the pavement, signs, or other municipal markings or at the direction of a Police Officer.

## 8. Designated "No Parking" Areas

- (1) Those highways and portions of highways named and described in **Schedule B** hereto attached shall be designated "No Parking" areas.
- (2) Where signs to that effect are on display, no person shall park a vehicle at any time within the highway or portion of highway named or described in **Schedule B** as "**No Parking**" areas.
- (3) In the event of a conflict between a provision in the By-law made under this section and a provision of any other section, the provision that is the most restrictive of parking prevails.

## 9. Restricted Parking

- (1) Those highways or portions of highways named and described in **Schedule C** hereto attached shall be designated as "**Restricted Parking**" areas.
- (2) Where authorized signs to that effect are on display, no person shall park a vehicle within the highway or portion of highway named or described in Schedule C for a period longer than specified, during the time period for which such parking restrictions are in effect as indicated on the said Schedule.
- (3) No person shall park on any highway, a heavy vehicle, in excess of 5,000 kg vehicle weight, for a period longer than two hours.
- (4) No person shall park on any unsigned highway for a period longer than 24 hours.
- (5) In the event of a conflict between a provision in the by-law made under this section and a provision in any other section, the provision that is the most restrictive of parking prevails.

## 10. Access Routes For Fire Department

- (1) The private highways or portions of parking lots of the specified public buildings named and described in **Schedule D** hereto attached, are hereby designated as "**Access Routes**".
- (2) Where authorized signs to that effect are on display, no person shall park or stand a vehicle within or so as to obstruct a fire route described or named in **Schedule D**.

## 11. School Bus Loading Zones

- (1) Those portions of highways named and described in Schedule **E** shall be designated as "**School Bus Loading Zones**". Such School Bus Loading Zone designations shall apply between the hours of 7:30 **a.m.** and 5:00 **p.m.**, Monday to Friday inclusive subject to Section 10(2). The School Bus Loading Zone designation shall be considered an overlay designation imposed in addition to other parking restrictions contained herein.

At all other times and days, parking in such designated "**School Bus Loading Zones**" shall be in compliance with the provisions of this by-law.

~~(2) Notwithstanding paragraph (1), the designation for the Arnprior & District High School shall apply between the hours of 7:30 a.m. and 4:30 p.m.~~

- (3) Where authorized signs to that effect are on display, no person shall stand or park any vehicle, other than a school bus, in any area designated as a School Bus Loading Zone as described or named on **Schedule E**.

## **12. Parking on Municipal or Privately Owned Lands**

- (1) No person shall park or leave any vehicle on municipally or privately owned or controlled property without the written consent of the Town or the property owner.
- (2) Vehicles parked on municipally or privately owned ~~or~~ lands, in accordance with the provisions of this section, shall be deemed to be parked with the consent of the Town or property owner.
- (3) Where signs have been erected and are on display, no person shall park or leave any vehicle in the off-street parking lots or vacant lands adjacent to and associated with municipal facilities unless such person is an employee or elected official of the Town engaged in municipal business or such person is, at the time the vehicle is parked or left, actively participating in the activities currently being provided in or on the municipal property or engaged by such patron to provide transportation.
- (4) Notwithstanding Section 11(3), signs may be posted by the Town defining certain parking spaces within the lands associated with the facilities as being reserved for use by certain classes of vehicles and such use shall be clearly marked on the sign. No person shall park any vehicle other than the class of vehicles marked on the sign, in any parking space so reserved.
- (5) Vehicles parked on municipally or privately owned or controlled lands, contrary to the provisions of this section shall be deemed to be parked without the consent of the Town or the property owner or occupier unless and until written consent is otherwise provided by the CAO or Clerk of the municipality, property owner or occupier.
- (6) No person shall operate or permit the operation of motor vehicles, motorized snow vehicles and other conveyances of every description and whatever the motive power, in a public park. This section shall not apply to any area within a public park that is designed and designated as a highway or parking area for vehicular traffic.

## **13. Municipal Parking Lots**

- (1) A vehicle may park in the Municipal Parking Lot known as the Elgin/John St. Parking Lot at 60 Madawaska St. and legally described as Plan 7, Part Lot 2, Plan 7 & 33, Lots O & AA, RP49R-901, Parts 1 to 9, or in the Municipal Parking Lot known as Ken Scissons Municipal Parking Lot at 30-36 McGonigal St W and legally described as PLAN 19 PT LOTS 1 AND 2 AND; RP 49R8072 PART 1. (Winter Parking restrictions remain in effect - Section 14).
- (2) No person shall park a vehicle or permit a vehicle to remain parked in such a manner that it is not wholly within the area designated as a parking space unless the vehicle is of such length as to render it impossible to park it in one parking space. In this case, the adjoining parking space may, be used but in no case shall any person park a vehicle or permit a vehicle to remain parked in such a manner as to obstruct the parking lot entrance, exit or highway that is laid out for the movement of vehicles through the parking lot.



- (3) The General Manager Operations shall be authorized to impose temporary parking regulations on a municipal parking lot owned or occupied by the Town during an emergency, a construction, repair or maintenance project, a special event or in other special circumstances. Signs will be erected stating the length of time of the closure.

#### 14. Winter Parking Restrictions

- (1) No person shall park or stand a vehicle or permit a vehicle to remain parked on any highway or in a municipal parking lot between the hours of 12:00 a.m. to 7:00 a.m. from November 15 in any year to March 31 of the following year, both dates inclusive.
- (2) No person shall park or stand a vehicle or permit a vehicle to remain parked on any highway at any time when the highway is specially marked with signs indicating snow removal or when such person has received verbal or written notice from a representative of the Town indicating the prohibition of parking.
- (3) Overnight Winter Parking Areas, as outlined in Schedule L, are provided during the winter months. The authorized parking spaces in each Overnight Winter Parking Area are signed as "approved overnight winter parking space".
  - a) All vehicles parked in the designated parking spaces, in the overnight winter parking areas, MUST be removed between the hours of 7:00 a.m. - 9:00 a.m. daily, to allow for snow removal operations to take place, or risk being ticketed and towed.
- (4) This section shall be enforced by the By-law Enforcement Officer and/or the General Manager Operations or his/her designate.

#### 15. Municipal Vehicles Exemption

Any vehicle owned by the Town and any authorized emergency vehicle or vehicle operating on behalf of the municipality, shall be permitted to park in any parking space, provided always that said vehicle displays on the exterior of the vehicle, a recognized symbol of the Town or wording displaying the ownership of the vehicle and is being used in the performance of municipal duties. This exemption also includes the personal vehicles of volunteer firefighters when on duty.

#### 16. Emergency Prohibition

- (1) Notwithstanding anything to the contrary contained, herein, a Police Officer, General Manager Operations or By-law Enforcement Officer, during any emergency or special circumstance may:
  - a) prohibit any or all parking on a highway within the area affected by the emergency or special circumstances;
  - b) authorize the erection of temporary "No Parking" signs or barricades on any highway or portion of highway; or

- c) declare that any vehicle already parked is parked illegally regardless of the time permitted for parking such vehicle under the provisions of this by-law.
- (2) Where possible, the owner or driver of a vehicle declared to be illegally parked shall be notified by a Police Officer or By-law Enforcement Officer that such parking has been prohibited and shall be ordered to remove the vehicle within a time specified.
- (3) Where the owner or driver notified under section 16 (2) to remove the vehicle does not do so, or where the owner or driver cannot immediately be located, the said vehicle declared to be parked illegally may be revoked and impounded forthwith by an order of a Police Officer or By-law Enforcement Officer in accordance with Section 29 of this by-law "Removal of Illegally Parked Vehicles". Where in the opinion of the Officer, the vehicle owner has not voluntarily contravened the order, the costs associated with the towing and impounding will be borne by the Town.

## 17. Designated Parking Spaces for Persons with Disabilities

- (1) No person shall park a vehicle in a designated "Parking Space for Persons with Disabilities" when a properly marked sign is displayed unless a valid accessible parking permit is displayed on the front dash of the vehicle or the front of an extended sun visor so as to be clearly visible from the exterior of the vehicle.
- (2) The vehicle is operated by the holder of an accessible parking permit or by a person engaged to pick up or transport the holder of an accessible parking permit.
- (3) No person shall use or display an accessible parking permit in any fashion other than for which the permit was issued.
- (4) Those highways or portions of highways and public property named and described in **Schedule F** hereto attached shall be designated as "**Designated Parking Spaces for Persons with Disabilities**" and "**Persons with Disabilities Persons Loading Zones**".

## 18. Skateboards & Roller Blades

No person upon roller skates, roller blades, skateboards or riding in or by means of a coaster, toy vehicle or similar device shall go upon any sidewalk or roadway, except while crossing a street on a crosswalk.

## 19. Authorized Signs and Parking Control Devices

- (1) The Town shall erect all authorized signs and other parking control devices necessary for the lawful implementation and enforcement of this by-law.
- (2) No person shall place, maintain or display upon or in the view of any highway, any sign, signal, marking or device which purports to be or is an imitation or resembles any authorized sign or parking control device.

- (3) No person shall damage, deface or tamper with any authorized sign or other parking control device and no unauthorized person shall move, or remove the same.

## **Traffic**

### **20. Obey Signals**

Every person shall promptly obey all signals given either by a Police Officer or a By-law Enforcement Officer or a traffic control device or a traffic signal.

### **21. Restricted Through Traffic – Commercial Motor Vehicles**

- (1) When signs have been erected and are on display; no person shall drive commercial vehicles on John Street (in its entirety) and Elgin Street (between Daniel Street and Madawaska Street), except for the purpose of making deliveries or removal from any premises abutting thereon, emergency vehicles, public utility emergency vehicles, vehicles actually engaged in work undertaken for or on behalf of the Corporation and privately-owned vehicles driven to or from owner's residence.
- (2) When signs have been erected and are on display; no person shall drive commercial vehicles on Ashbury Street (in its entirety), Friday Street (from Staye Court Drive to Ashbury Street), and Bellwood Drive (from Staye Court Drive to Ashbury Street), except for the purpose of making deliveries or removal from any premises abutting thereon, emergency vehicles, public utility emergency vehicles, vehicles actually engaged in work undertaken for or on behalf of the Corporation and privately-owned vehicles driven to or from owner's residence.
- (3) When signs have been erected and are on display; no person shall drive commercial vehicles on Edward Street North (from Elgin Street West to William Street West), except for the purpose of making deliveries or removal from any premises abutting thereon, emergency vehicles, public utility emergency vehicles, vehicles actually engaged in work undertaken for or on behalf of the Corporation and privately-owned vehicles driven to or from owner's residence.

### **22. Designated One-Way Streets**

- (1) The highways set out in Column 1 of **Schedule 'G'** to this by-law between the limits set out in Column 2 of said schedule are hereby designated for one-way traffic only in the direction set out in Column 3 of the said Schedule.
- (2) Each designation made by subsection (1) shall be effective upon signs being erected in accordance with the regulations of the Highway Traffic Act.

### **23. Through Highways, Stop Signs and Yield Signs**

#### **Through Highways**

- (1) The highways set out in Column 1 of **Schedule 'H'** to this by-law, between the limits set out in Column 2 of the said Schedule, are through highways, and stop signs erected at all intersecting streets require all traffic to stop before entering onto the designated through highway.

- (2) The designation in subsection (1) of this section of a highway or part of a highway as a through highway shall not include any intersection thereon where the road intersecting is a King's Highway or where traffic control signals are installed.

### **Stop Signs**

- (3) Stop signs shall be erected at intersections designated in Column 1 of **Schedule 'I'** to this by-law, and as more particularly designated at the locations shown in Column 2 of this Schedule.

### **Yield Signs**

- (4) Yield signs shall be erected at intersections designated in Column 1 of **Schedule 'J'** to this by-law and as more particularly designated at the locations shown in Column 2 of this Schedule.

All designations made by Sections 20, 21 and 22 shall be effective upon signs being erected in accordance with the regulations of the *Highway Traffic Act*.

## **24. Designated Pedestrian-Activated Crossovers**

- (1) The portions of roadways set out in Column 1 of **Schedule 'K'** at the locations named in Column 2 of the said Schedule are designated as pedestrian crossovers.
- (2) Each designation made by subsection (1) shall be effective upon signs being erected and pavement markings in accordance with the regulations of the Highway Traffic Act.

## **25. Temporary Changes**

Absolute control of street traffic is vested in the Ontario Provincial Police (OPP). The OPP of the Town of Arnprior shall have the power to make temporary changes in the traffic regulations as may be necessary from time to time, in order to provide for emergency and other special occasions. Such temporary changes shall be effective for a period not exceeding ten (10) days unless validated by a by-law of the Council of the Town of Arnprior.

## **26. Funerals & Processions**

- (1) No person shall intersect a funeral or other properly authorized procession while it is in motion except under the direction of a Police Officer.
- (2) The driver or owner of a vehicle in a funeral or other procession shall drive as near to the right-hand side of the roadway as is practical and follow the vehicle ahead as close as is practical and safe.

## **Offences & Penalties**

### **27. Parking Infraction Notice**

- (1) Where a vehicle is found to be in contravention of the parking or stopping provisions of this by-law, the Issuing Officer may issue and place on the vehicle, a serially numbered Parking Infraction Notice, in the form prescribed by the Provincial Offences Act.
- (2) The serially numbered Parking Infraction Notice shall state:
  - a) The licence number of the vehicle;
  - b) The nature of the alleged infraction;
  - c) The date, time and place of the alleged infraction;
  - d) The set fine provided therein for the violation and
  - e) A statement that the owner shall within fifteen (15) days' pay the set fine provided for the infraction by taking it or mailing it to the Town of Arnprior Municipal Office.
- (3) The Parking Infraction Notice mentioned in Section 27(2) above, shall be prepared as required and the Issuing Officer shall attach one copy to the vehicle and retain the other copy for further processing in accordance with the *Provincial Offences Act*, Chapter P.33, R.S.O. 1990, as amended.
- (4) If payment is not made in accordance with the procedure set out on the Parking Infraction Notice provided for in Section 27(2) e) above, the Provincial Offences Act shall apply.

### **28. Penalties**

- (1) Any person violating any of the provisions of this by-law is guilty of an offence and on conviction shall be liable to a penalty pursuant to the Provincial Offences Act, Chapter P.33, R.S.O. 1990 as amended.
- (2) The driver of a vehicle, not being the owner, is liable to any penalty provided under this by-law.
- (3) The owner of the vehicle may be charged with and convicted of an offence under this by-law for which the driver of the vehicle is subject to be charged unless, at the time of the offence, the vehicle was in the possession of some person other than the owner without the owner's consent and on conviction the owner is liable to the penalty prescribed or provided for the offence.
- (4) Set fines may be established for certain offences contained in this by-law. Such set fines shall be established pursuant to the Provincial Offences Act and shall become effective upon the approval of same by the Chief Judge of the Provincial Offences Court.

## 29. Removal of Illegally Parked Vehicle

- (1) A police officer, by-law enforcement officer or an officer appointed for carrying out the provisions of the Highway Traffic Act, upon discovery of any vehicle parked or left in contravention of this by-law, may cause it to be moved or taken to and placed or stored in a suitable place and all costs and charges for removing, caring and storage thereof, if any, are a lien upon the vehicle which may be enforced in the manner provided by Part III of the Repair and Storage Liens Act, Chapter R.25, R.S.O. 1990 as amended.
- (2) If a vehicle is parked on a highway without a valid licence plate a police officer, by-law enforcement officer or an officer appointed for carrying out the provisions of the Highway Traffic Act, upon discovery of the vehicle without a valid licence plate, may cause the vehicle to be moved or taken to and placed or stored in a suitable place, with all costs and charges for removing, caring and storage thereof, if any, are a lien upon the vehicle which may be enforced in the manner provided by Part III of the Repair and Storage Liens Act, Chapter R.25, R.S.O. 1990 as amended.
  - a) No person shall park a vehicle on a highway unless:
    - i. It has a current valid licence plate;
    - ii. The licence plate is displayed on the vehicle; and
    - iii. The licence plate is issued in accordance with appropriate provincial regulations.
- (3) The provisions of this section also apply to the **General Manager Operations** or his/her designate for purposes of enforcing Section 14 Winter Parking Restrictions.
- (4) The Town will not be liable for damages that may occur to vehicles being moved under the provisions of Section 29(1).

## 30. Enforcement And Authority

- (1) The provisions of this by-law shall be enforced by By-law Enforcement Officers and Police Officers appointed by the Town.
- (2) The provisions of Section 14 of this by-law shall be enforced by the **General Manager Operations** or his/her designate.

## Application and Administration

### 31. Repeal Section

Be it further enacted that all By-laws or parts thereof, including and all or any resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed, after the effective date noted below.

### 32. Effective Date

The provisions of this by-law shall come into force and take effect on November 15, 2024.

The Council of the Corporation of the Town of Arnprior enacts as follows:

Schedule	Designation
Schedule A	No Stopping or Standing
Schedule B	No Parking
Schedule C	Restricted Parking
Schedule D	Access Routes for Fire Department
Schedule E	School Bus Loading Zones
Schedule F	Designated Parking Spaces for Persons with Disabilities & Loading Zones for Persons with Disabilities
Schedule G	Designated One-Way Streets
Schedule H	Through Highways
Schedule I	Stop Signs at Intersection
Schedule J	Yield Right of Way
Schedule K	Designated Pedestrian Activated Crossovers
<b>Schedule L</b>	<b>Overnight Winter Parking Areas &amp; Designated Approved Parking Spaces</b>

Enacted and passed this XX<sup>th</sup> day of September, 2024.

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

## Schedule A – No Stopping or Standing

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of Time
Ottawa Street	South Side	John St. North	Harriet St.	8:00am – 4:00pm on school days	Eight (8) hours

Draft



## Schedule B – No Parking

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Albert St.	East	Ewan St.	Lake St.	Anytime
Albert St.	East	Ottawa St.	Lake St.	Monday-Friday
Albert St.	West	Victoria St.	Burwash St.	Anytime
Allan Dr.	East	Edward St.	Baskin Dr.	Anytime
Atkinson St.	South	Daniel St.	Thomas St.	Anytime
Atkinson St.	North	Russell St.	Thomas St.	Anytime
Atkinson St.	North	Daniel St.	A point 23m easterly there from	Anytime
Baskin Dr.	Northeast 37m	Intersection at Stonehaven Way at Baskin Dr., being the east edge of the A.J. Charbonneau Bus Lay-By		Between 8:00am and 5:00pm
Bell St.	East	Madawaska St.	Ottawa St.	Anytime
Burwash St.	South	All		Anytime
Carss Street	East Side	McGonigal Street	48m south	Anytime
Carss Street	West Side	McGonigal Street	Dead end	Anytime
Charles St.	Both Sides	Daniel St.	Isabella St.	Anytime <i>(only during annual Agricultural Fair)</i>
Charlotte St. N.	East	Elgin St.	Northerly Limit	Anytime
Church St.	South	John St.	Albert St.	Anytime
Claude St.	West	McGonigal St.	Elgin St.	Anytime
Craig St.	Southwest	William St.	Mary St.	Anytime
Craig St.	East	William St.	33m south	Anytime
Daniel St.	West	Madawaska St.	Arthur St.	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Daniel St.	East	Madawaska St.	Rock Lane	Anytime
Daniel St. S.	East	Havey St.	Michael St.	Anytime
Daniel St.	East	Elgin St.	A point 33.5m southerly there from	Anytime
Daniel St.	East	Atkinson St.	McGonigal St.	Anytime
Daniel Street	East	Michael St.	Arthur St.	All Times
Desmond Trudeau Dr.	Both sides	From the South West Edge of the driveway at 53 Desmond Trudeau	To the South East edge of the driveway of 69 Desmond Trudeau	Anytime
Bert Hall St	Both Sides	From the North edge of the driveway at 25 Bert Hall	To the North edge of the driveway at 37 Bert Ball	Anytime
Bert Hall St	Both Sides	From the South West Edge of the driveway for 93 Bert Hall	To the South East edge of the driveway at 109 Bert Hall	Anytime
Bert Hall St	Both Sides	From the North West edge of the driveway at 219 Bert Hall	To the North edge of the driveway at 233 Bert Hall	Anytime
Edey St.	North	Measured from the Intersection of Landrigan St. along North side of Edey St. for a distance of 100m from the intersection		8:00am – 5:00pm on school days
Edward St.	East	Edey St.	William St.	Anytime
Edward Levesque Gate	Both Sides	The Northern curb line of Madawaska Boulevard	To a point 46m from the Northern Curb of Madawaska Boulevard.	Anytime
Elgin St.	North	A point 34.4m west of Harriet St	A point 46.6m west of Harriet St.	Anytime
Elgin St.	North	Harrington St.	A point 29m west there from	Anytime
Elgin St.	North	From a point 6m east of Division St.	Division St.	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Elgin St.	South	Daniel St.	A point 21m west there from	Anytime
Elgin St.	South	Hugh St.	Division St.	Anytime
Elgin St.	South	A point 9.1m east of Hugh St.	A point 21.3m east of Hugh St.	Anytime
Ewen St.	North	John St.	Albert St.	Anytime
Fairbrooke Court	Centre of Cul-de-sac	Centre of cul-de-sac	A radius of 9m	November 15 <sup>th</sup> to March 31 <sup>st</sup> (Winter Restriction)
Harriet St.	West	Ottawa St. N.	Walter Zadow P.S. Parking Lot	8:00 am – 4:00 pm on school days
Harriet St.	East	Madawaska St.	Ottawa St.	Anytime
Harrington St.	West	Ottawa St. N.	Dead End	Anytime
Harrington St.	West	Madawaska St.	Northerly to dead end	Anytime
Harrington St.	West	Victoria St.	Ottawa St.	Anytime
Harrington St.	Top of Hill	From the Northern Curb line of the intersection of Madawaska Boulevard at Harrington Street	Extending to a point 32m North of Madawaska Boulevard	Anytime
Havey St.	North	Daniel St.	Thomas St.	Anytime
Hugh St. N.	East	Elgin St.	Canadian National Railway right-of-way Algonquin Trail	Anytime
Hugh St. N.	West	Elgin St.	McGonigal St.	Anytime
Hugh St.S.	West	William St.	Mary St.	Anytime
Hugh St. S.	East	William St.	34m south	Anytime
Ida St. N.	East	Elgin St. N.	Dead end	Anytime

**Schedule B - No Parking**

Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Jack Cres.	East	Madawaska Blvd.	Short Rd.	Anytime
Jack Crescent	West	A point 63m north of the north curb line of Short Road	A point 72m north of the north curb line of Short Road	Anytime
Jack Crescent	West	A point 78m north of the north curb line of Short Road	A point 86m north of the north curb line of Short Road	Anytime
Jack Crescent	West	A point 98m north of the north curb line of Short Road	A point 106m north of the north curb line of Short Road	Anytime
Jack Crescent	West	A point 112m north of the north curb line of Short Road	A point 129m north of the north curb line of Short Road	Anytime
Jack Crescent	West	A point 136m north of the north curb line of Short Road	A point 145m north of the north curb line of Short Road	Anytime
James St.	North	Daniel St.	End	Anytime
James St. <del>N.</del>	South	Daniel St.	A point 30m easterly	Anytime
<b>James St.</b>	<b>South</b>	<b>Russell St.</b>	<b>Daniel St.</b>	<b>Anytime</b>
<b>James St.</b>	<b>South</b>	<b>From the South East Edge of the driveway entrance for 53 James Street</b>	<b>To a point 49m South East along James Street</b>	<b>Anytime</b>
John St N.	Both Sides	Rock Lane	Elgin Street	2:00 a.m. to 3:00 p.m. Sunday annually between the first Sunday in May and the last Sunday in September
John St. N.	East	William St.	Southerly a distance of 35.5m	Anytime
John St. N.	East	McGonigal St.	William St.	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
John St. N.	East	Measured from the south curb face on Madawaska St.	A point 20m southerly	Anytime
John St. N.	East	Madawaska St.	Northerly limit of John St.	Anytime
John St. N.	West	McGonigal St.	15.24m south	Anytime
John St. N.	West	Madawaska St.	Northerly limit of Lot 12	Anytime
John St. N.	West	Commencing at Ottawa St.	Extending northerly a distance of 115m	8:00am–4:00pm
John St. N.	West	Madawaska St.	Victoria St.	Monday to Friday inclusive 9:00am–5:00pm
John St. N.	West	From a point 268.5m north of Ottawa St.	Extending northerly a distance of 15.2m	Anytime
John St. N.	West	Measured from the north curb of Ewen St, commencing at a point 98m northerly	Northerly limit of John St N.	Anytime
Landrigan St.	East	William St.	Edey St.	Anytime
Landrigan St.	West	William St.	54m south	Anytime
Landrigan St.	West	Mary St.	92m south	Anytime
Landrigan St.	West	West side of Landrigan St. commencing 61m north of the intersection of Edey St.	Intersection of Edey St.	Monday to Friday 8:00am – 4:00pm
Mac Beattie Dr.	South East	From the South West edge of the driveway for 150 Thomas Street	To a point 23m along the South East Curb Line of Mac Beattie	Anytime
MacDonald St. S.	West	Mary St.	Edey St.	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
MacDonald St. S.	East	William St.	58m South	Anytime
MacDonald St. N.	West	McGonigal St.	William St.	Anytime
Madawaska St.	South	From intersection of the prolongation northerly of the western limit of Daniel St. with the easterly limit of Madawaska St.	Extending in a westerly direction a distance of 79m	Anytime
Madawaska St.	North	The Madawaska River Bridge	John St.	Anytime
Madawaska St.	North	From curb line on Harrington St.	A point 12.85m easterly	Anytime
Madawaska St.	North	One parking space immediately east of Bell Street	8:00am–9:00am 11:30am–1:00pm 3:00pm–4:00pm	
Madawaska St.	North	One parking space immediately west of Bell St.	8:00am–9:00am 11:30am–1:00pm 3:00pm–4:00pm	
Madawaska St.	South	The west curb of John St.	A point 49.0 meters westerly	All times
Madawaska St.	South	Commencing from a point 79.4m west from curb at Harriet St.	Extending westerly a distance of 17.4m	Anytime
Marina Way	South	Commencing at a point 54m from the intersection of Ottawa Street and Albert Street	Extending a distance of 100m toward the parking lot	Anytime
Marina Way	North	Commencing at a point 54m from the intersection of Ottawa Street and Albert Street	Extending a distance of 100m toward the parking lot	Anytime

**Schedule B - No Parking**

Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
McGonigal St.	North	Russell St.	<del>Edward St.</del> John St. N.	Anytime
McGonigal St.	North	A point 40m westerly	Edward St. N.	Anytime
McGonigal St. W.	North	Commencing from a point 38.5m west from curb on Edward St. N.	Extending westerly a distance of 4.9m	Anytime
McGonigal St. W.	South	Commencing from a point 43.5m west from the west curb face of Edward St.	Extending westerly a distance of 13.3m in an arc to include the dead end of McGonigal St.	Anytime
McGregor Scobie Crescent	Both Sides	From a point 65m from the North West curb line of Desmond Trudeau Drive where it intersects McGregor Scobie Crescent	Extending along the curb line of Desmond Trudeau 45m	Anytime
McLachlin St.	Southeast	William St. W.	Intersection at Caruso St.	Anytime
Meehan St.	Both Sides	John St.	90m west	Anytime
Meehan St.	Both Sides	John St. North	Hugh St. North	Anytime
Michael St.	South	Daniel St.	Easterly a distance of 49.7m	Anytime
Mill Lane	Both Sides	Carss St.	Russell St.	Anytime
Moe Robillard St.	West	Melville Rd	Short Rd.	Anytime
Norma St. N.	West	Elgin St. W.	William St. W.	Anytime
Norma St. S.	West	William St. W.	Caruso St.	Anytime
Ottawa St.	South Side	Harriet St.	Harrington St.	8:00am-4:00pm Monday-Friday on school days
<del>Ottawa St.</del>	<del>North Side</del>	<del>Albert St.</del>	<del>Harriet St.</del>	<del>8:00am-4:00pm on school days</del>

**Schedule B - No Parking**

Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Ottawa St.	North Side	John St.	Albert St.	8:00am-4:00pm Monday-Friday on school days
Riverview Dr.	South Side	Along the South curb line of Second Avenue starting from a point 65m west of the intersection of Second Avenue and Bridge Street	Extending North West a distance of 48m along the curb line where Second Avenue becomes Riverview Drive	Anytime
Rock Lane	Both Sides	Russell St. N.	Municipal Parking Lot	Anytime
Russell St. N.	East	McGonigal St. E.	Elgin St.	Anytime
Russell St. S.	Both Sides	Havey St.	James St.	Anytime
Spruce Cres.	Southwest/ Northwest/ (inside curve)	Intersection of Moe Robillard St. at Spruce Cres. S.	Intersection at Moe Robillard St. at Spruce Cres. N.	Anytime
Spruce Cres.	Northeast/ Southeast (outside curve)	#32 Spruce Cres.	Intersection at Moe Robillard St. at Spruce Cres. S.	Anytime
St. John's Way	North Side	Tierney St. N.	Hugh St. N.	Anytime
Thomas St.	West	Atkinson St.	Mill Lane	Anytime
Thomas St. S.	Both Sides	Havey St.	James St.	Anytime
Thomas St. S.	East	Extending 20 m west of the south curb line of Allan Bond Crt.	20m from the north curb line of Allan Bond Crt.	Anytime
Tierney St. N.	East	St. John's Way	McGonigal St. W.	Anytime
Tierney St. N.	West	McGonigal St. W.	St. John's Way	Anytime



Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
Tierney St. S.	East	William St. W.	Southerly limit of Tierney St. S.	Anytime
Tierney St. S.	West	William St. W.	52m south	Anytime
Vancourtland St. N.	West	Elgin St. W.	Northerly to end	Anytime
Victoria St.	South	John St. N.	Harrington St.	Anytime
William St. W.	South	Edward St. (N/S)	A point 37m easterly there from	Anytime
William St. E.	North	Daniel St. (N/S)	Thomas St.	Anytime
William St. W.	North	Daniel St. (N/S)	MacDonald St.	Anytime

## Schedule C -Restricted Parking

Schedule C – Restricted Parking					
Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of time
Bell St.	West	Madawaska St.	Ottawa St.	All times	Three Hours
Burwash St.	North	John St.	End	All times	Two Hours
Elgin St. W.	North	From Daniel St. N.	A point 34.4m west of Harriet St.	8:00am–6:00pm Monday to Saturday	Three Hours
Elgin St. W.	South	From a point 21m west of Daniel St. N.	A point 21m east of Hugh St. N.	8:00am–6:00pm Monday to Saturday	Three Hours
Harriet Street	Both Sides	Madawaska St.	Elgin St. W.	All times	Fifteen (15) Minutes
Hugh St. N.	West	McGonigal St.	Meehan St.	8:00am–6:00pm Monday to Thursday and Saturday 8:00am–9:00pm Friday	Two Hours
John St. N.	Both Sides	Madawaska St.	McGonigal St.	8:00am–6:00pm Monday to Saturday	Three Hours

Schedule C – Restricted Parking					
Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of time
John St. N.	West	Commencing from a point 207m north of Ottawa St.	Extending northerly a distance of 181.7m	8:00am–6:00pm Monday to Friday	Two Hours
John St. N. (lay-by in front of school)	West	Commencing from a point 115m north of Ottawa St.	Extending northerly a distance of 92m	Monday-Friday 7:00am 9:00am and 2:00pm–4:00pm on school days	30 minutes
Madawaska St.	North	John St.	Harrington St.	8:00am–6:00pm Monday to Saturday	Three Hours
Madawaska St.	South	Measured from the west curb face of Daniel St. N., commencing at a point 70m westerly	A point 17.4m east of the east curb face of Harrington St.	8:00am–6:00pm Monday to Saturday	Three Hours
Madawaska St.	South Side	Elgin St.	35m east	8:30am – 4:30pm Monday to Friday from May 1, 2017 to October 31, 2017	Thirty (30) minutes

Schedule C – Restricted Parking					
Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of time
McGonigal St.	South	Hugh St. N.	Daniel St. N.	8:00am– 6:00pm Monday to Saturday	Three Hours
McLachlin St.	West	Alicia St.	Dividing line between Lots 83 and 85 on McLachlin St.	All times	Two Hours
Ottawa St.	North Side	John St.	Harriet St.	8:00am-4:00pm Monday-Friday on school days	Fifteen (15) minutes
Ottawa St.	North	Harriet St.	Harrington St.	8:00am-4:00pm Monday-Friday on school days	Three Hours
William St.	South	From a point 37m east of Edward St.	MacDonald St.	All times	Two Hours

## Schedule D - Access Route for Fire Department Use

(Pursuant to Section 3.2.5.4. of the *Ontario Building Code* and Sections 7.1 (1) and 2.5.1 of the *Ontario Fire Code*)

<b>Schedule D – Access Route for Fire Department Use</b>	
<b>Highway/Facility</b>	<b>Designated Area*</b>
A J Charbonneau Public School 225 Baskin Dr. West	Two designated lanes (6.0m width): Turning Circle on the westerly side 2.Designated lane on the eastwardly side
Arnprior and District Memorial Hospital 350 John St. North	Designated lane (6.0m width) at the front driveway circle at the main entrance
<b>Arnprior Shopping Center</b> <b>375 Daniel St. South</b>	<b>Designated lane (6.0m width) along the</b> <b>full length at the front, rear and north side</b> <b>of the building complex</b>
Arnprior Villa Retirement Residence 15 Arthur St.	Designated lane (6.0m width) at the front entrance of the building complex
The Grove Nursing Home <b>274/275 Ida St. North</b>	Designated lane (6.0m width) along the full length at the front, <b>west side and rear</b> of the building complex
Nick Smith Center 77 James St.	Designated lane (6.0m width) along the full length at the front <b>and rear</b> of the building complex, <b>as well as the west</b> <b>side of the community hall</b>
Winners Circle Mall 39 Winners Circle Dr.	Designated lane (6.0m wide) along the full length at the front of the building complex
<b>École élémentaire catholique des</b> <b>Deux Rivière</b> <b>240 Baskin Drive West</b>	<b>Designated lane (6.0m wide) along front of</b> <b>building between the eastern and western</b> <b>entrances off Baskin Drive.</b>  <b>Buses permitted between and 08:00 -08:30 and</b> <b>14:30 to 15:00 hrs.</b>

Schedule D – Access Route for Fire Department Use	
Highway/Facility	Designated Area*
Sawmill Flats 8/12 Jack Crescent	Designated lane (6.0m wide) along the full length between the buildings
48 Morgan Clouthier	Designated lane (6.0m wide) from Edward Levesque entrance along the full length of the north side of the building and along the exit lane to Morgan Clouthier Way
<p>* For construction purposes: The Chief Building Official or his designate confirms compliance of the width requirement for the designated access lane.</p> <p>*For maintenance purposes: The Fire Chief or his designate confirms compliance of the width requirement for the designated lane.</p>	

## Schedule E – School Bus Loading Zones

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	School/Institution	Period of Time
Ottawa Street	North	From the intersection of Harriet Street	A—point measured 36 metres east along Ottawa St	Walter Zadow Public School	8:00 am to 5:00pm on school days
Edey Street	North	53 metres west of the intersection of Landrigan Street	A point measured 9 metres west from that point	John XXIII Public School	8:00 am to 5:00pm on school days
Landrigan Street	West	Edey Street	65 meters north of the intersection of Edey Street	John XXIII Public School	8:00 am to 5:00pm Monday – Friday on school days

## Schedule F – Designated Parking Spaces for Persons with Disabilities

Schedule F – Designated Parking Spaces for Persons with Disabilities					
Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of Time
Albert St.	East	Measured from the south curb on Lake Street, commencing at a point 65m southerly	A point 83m southerly	All times	Two hours
Elgin St.	South	28m West of Daniel St. intersection	34m West of Daniel St. intersection	All times	Two hours
Elgin St.	South	38m West of John St. N. intersection	44m West of John St. N.	All times	Two hours
Harriet St.	West	Measured from the south curb of Madawaska St. commencing at a point 9m southerly	A point 14.5m southerly	All times	Two hours
John St. N.	West	Measured from the north curb on Rock Lane commencing at a point 10m northerly	A point 15.5m	All times	Two hours
John St. N.	West	Measured from the north curb of Elgin St. W, commencing at a point 13.8m northerly	A point 20.3m	All times	Two hours
John St. N.	East	Measured from the south curb face on Elgin St. W, commencing at a point 14.2m southerly	A point 20.7m	All times	Two hours



**Schedule F – Designated Parking Spaces for Persons with Disabilities**

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of Time
John St. N.	East	Measured from the north curb of Elgin St. W, commencing at a point 13.5m northerly	A point 20m	All times	Two hours
John St. N.	East	Measured from the north curb of Rock Ln, commencing at a point 33m northerly	A point 39.5m	All times	Two hours
John St. N.	West	St. Joseph's Catholic Elementary School Entrance (within the lay-by in front of school)		8:00 am – 4:00 pm Monday-Friday on school days	30 minutes
Madawaska St.	South	Measured from the west curb of John St. commencing at a point 49.0m westerly	A point 55.0m westerly	All times	Two hours
McGonigal St.	South	Measured from the west curb face on Daniel St. commencing at a point 18.5m westerly	A point 5.5m westerly	All times	Two hours

## Schedule F (Continued) - Loading Zones for Persons with Disabilities

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Side(s)	From	To	Period	Period of Time
Edey St.	North	47m west of the intersection of Landrigan St.	A point measured 6.0m west from that point	School Days	Two Hours
John St. N.	North West	10m south of Lake St. intersection	A point measured 6m south from that point	7-9 am 2-4 pm School Days	30 Minutes
Ottawa St.	North	47m east of the intersection of Harriet St.	A point measured 6.0m east from that point	School Days	Two Hours

### Schedule G – Designated One-Way Streets

Column 1	Column 2		Column 3
Highway	From	To	Direction
Rock Lane	John St.	Russell St.	Eastbound Only
Rock Lane	John St.	Municipal Parking Lot	Eastbound Only

## Schedule H – Through Highways

Schedule H – Through Highways		
Column 1	Column 2	
Highway	From	To
Albert St.	Burwash St.	Ottawa St.
Albert St.	Ottawa St.	Ewen St.
Alicia St.	McLachlin St.	Division St.
Allan Dr.	Edey St.	Edward St. S.
Allan Dr.	<del>Edey St.</del> Edward St. S.	Baskin Dr.
Arthur St.	<del>Daniel St.</del> Elizabeth St.	End
Atkinson St.	Daniel St. N.	End
Baskin Dr. E.	Daniel St. N.	End
Baskin Dr. W.	Daniel St. S.	Division St.
Bellwood Dr. E.	Stonehaven Way	Staye Court Dr.
Bridge St.	Fourth Ave.	Madawaska Blvd.
Carss St.	McGonigal St. E.	End
Caruso St.	<del>McLachlin St.</del> Sullivan Cres.	Norma St. S.
Caruso St.	Norma St. S.	Division St.
Charles St.	Daniel St.	<del>End</del> Elizabeth St.
Charles St.	Elizabeth St.	End
Cranston St.	Tom Gavinski St.	Allan Dr.

**Schedule H – Through Highways**

Column 1	Column 2	
Highway	From	To
Daniel St.	Madawaska St.	Southerly limits of Town
<b>Decosta St.</b>	<b>Madawaska Blvd.</b>	<b>Hartney St.</b>
<b>Desmond Trudeau Dr.</b>	<b>Russett Dr.</b>	<b>Bert Hall St.</b>
Division St. N.	Northerly limits of town	Elgin St.
Division St. S.	Southerly limits of town	Elgin St.
<b>Douglas Brown Way</b>	<b>Seabert Dr.</b>	<b>Morgan Clouthier Way</b>
<b>Edey St.</b>	<b>Allan Dr.</b>	<b>Edward St. S.</b>
Edey St.	Daniel St.	<del>Edward St.</del> <b>Allan Dr.</b>
<b>Edey St.</b>	<b>Edward St. S.</b>	<b>Mona McBride Dr.</b>
<b>Edey St.</b>	<b>Mona McBride Dr.</b>	<b>Tom Gavinski St.</b>
Edward St. N.	William St. <b>W.</b>	Elgin St. <b>W.</b>
Edward St. S.	<del>William St.</del> <b>Edey St.</b>	Allan Dr.
Elgin St.	Claude St.	<del>Daniel St.</del> <b>Madawaska St.</b>
Elgin St.	<del>Harrington St.</del> <b>Madawaska St.</b>	McLachlin St.
Elgin St.	McLachlin St.	Town limits at Division St.
Fourth Ave.	McNab St.	Riverview Dr.
<b>Friday St.</b>	<b>Ashbury St.</b>	<b>Stonehaven Way</b>
Havey St.	Daniel St.	Madawaska River

**Schedule H – Through Highways**

Column 1	Column 2	
Highway	From	To
Herrick Dr.	Hartney St.	Madawaska Blvd.
Hugh St. N.	McGonigal St. W.	Meehan St.
Ida St. S.	Caruso St.	End
James St.	Daniel St. S.	End
John St. N.	McGonigal St. W.	Northerly limits of town
John St. N.	William St.	<del>Northerly limits of town</del> McGonigal St. W.
John St. S.	Edey St.	William St.
Laird St.	Fourth Ave.	Madawaska Blvd.
Landrigan St.	William St.	Edey St.
Mac Beattie Dr.	Thomas St.	Mac Beattie Dr.
<del>MacDonald St. N.</del>	<del>William St.</del>	<del>McGonigal St.</del>
<del>MacDonald St. S.</del>	<del>William St.</del>	<del>Edey St.</del>
Madawaska Blvd.	Daniel St.	Easterly limits of town
Madawaska St.	Daniel St.	Elgin St.
Maple St.	Cranston St.	Smolkin St.
Mary St.	Landrigan St.	MacDonald St.
McGonigal St. E.	Daniel St.	John St.
McGonigal St. E.	Madawaska River	Daniel St.

**Schedule H – Through Highways**

Column 1	Column 2	
Highway	From	To
McGonigal St. W.	John St.	Edward St. N.
<b>McLachlin St.</b>	<b>Caruso St.</b>	<b>Ida St. S.</b>
McLachlin St.	<del>Elgin St.</del> <b>William St. W.</b>	Caruso St.
McLean Ave.	Riverview Dr.	McNab St.
McNab St.	Madawaska Blvd.	McLean Ave.
<b>Moe Robillard St.</b>	<b>Spruce Cres.</b>	<b>Wolff Cres.</b>
<b>Mona McBride Dr.</b>	<b>Edey St.</b>	<b>Leo Moskos Dr.</b>
<b>Morgan Clouthier Way</b>	<b>Seabert Dr.</b>	<b>Dr. Reid St.</b>
Ottawa St.	<del>John St.</del> <b>Bell St.</b>	Westerly limits
Riverview Dr.	Bridge St.	Seventh Ave.
<b>Riverview Dr.</b>	<b>Seventh Ave.</b>	<b>McLean Ave.</b>
<b>Russell St. N.</b>	<b>Atkinson St.</b>	<b>McGonigal St.</b>
<b>Russell St. N.</b>	<b>Elgin St. E.</b>	<b>End</b>
<b>Russett Dr.</b>	<b>Vanjumar Dr.</b>	<b>Westerly Town Limits</b>
<b>Seabert Dr.</b>	<b>Morgan Clouthier Way</b>	<b>Dr. Reid St.</b>
<del>Seventh Ave.</del>	<del>McNab St.</del>	<del>Riverview Dr.</del>
<b>Sheffield St.</b>	<b>Madawaska Blvd.</b>	<b>Short Rd.</b>
<b>Short Rd.</b>	<b>Jack Cres.</b>	<b>Moe Robillard St.</b>

### Schedule H – Through Highways

Column 1	Column 2	
Highway	From	To
Smolkin St.	Allan Dr.	Cranston St.
Staye Court Dr.	Daniel St. S.	Bellwood Dr.
Stonehaven Way	Baskin Dr. W.	Vimy Ridge Cres.
Thomas St.	<del>Canadian National Railway</del> right-of-way Atkinson St.	McGonigal St. E.
Thomas St. S.	Allan Bond Crt.	Mac Beattie Dr.
Thomas St. S.	James St.	Allan Bond Crt.
Tom Gavinski St.	Leo Moskos Dr.	Edey St.
Vandusen Dr.	White Lake Rd.	End
Vanjumar Dr.	White Lake Rd.	Russett Dr.
Verona Dr.	Frieday St.	Bellwood Dr.
Victoria St.	Harriet St.	Elgin St. W.
Victoria St.	John St.	<del>Elgin St.</del> Harriet St.
White Lake Rd.	Staye Court Dr.	Vanjumar Dr.
<del>Wilfred Cres.</del>	<del>Edey St.</del>	<del>Edward St.</del>
William St. E.	Thomas St.	Daniel St.
<del>William St. W.</del>	<del>Daniel St.</del>	<del>John St.</del>
<del>William St. W.</del>	<del>Edward St.</del>	<del>McLachlin St.</del>



Schedule H – Through Highways		
Column 1	Column 2	
Highway	From	To
William St. W.	John St.	MacDonald St.
<del>William St. W.</del>	<del>MacDonald St.</del>	<del>Edward St.</del>
William St. W.	Edward St.	Town limits at Division St.
Wolff Cres.	Jack Cres.	Short Rd.

## Schedule I – Stop Signs at Intersections

Schedule I – Stop Signs at Intersections	
Column 1	Column 2
Intersection	Facing Traffic
Albert St. and Albert St.	East
Albert St. and Ottawa St.	North
Albert St. and Ottawa St.	South
Alicia St. and McLachlin St. S.	North West
Allan Bond Court and Thomas St. S	South East
<del>Allan Dr. and Baskin Dr. W.</del>	<del>East</del>
Allan Dr. and Edey St.	South West
Allan Dr. and Edward St. S.	North East
Allan Dr. and Edward St. S.	South West
Arthur St. and Diamond Springs St.	North East
Ashbury St. and Bellwood Dr.	North East
Ashbury St. and Friday St.	South West
Bell St. and Ottawa St.	North
Bell St. and Ottawa St.	South
Bell St. and Victoria St.	North
Bell St. and Victoria St.	South
Bellwood Dr. and Staye Court Dr.	North
Bellwood Dr. and Stonehaven Way	South

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Bert Hall St. and Demond Trudeau Dr.	South
Bert Hall St. and Desmond Trudeau Dr.	East
Bert Hall St. and Desmond Trudeau Dr.	West
Bert Tourangeau St. and Mona McBride Dr.	West
Bert Tourangeau St. and Tom Gavinski St.	North East
Bev Shaw Pkwy and Baskin Dr. E.	South West
Bridge St. and Fourth Ave.	South West
Burwash St. and Albert St.	West
Burwash St. and John St.	East
Carss St. and McGonigal St. E.	South West
Carter Cres. and Verona Dr.	South East
Carter Cres. and Verona Dr.	South East
Caruso St. and Norma St. S.	North West
Caruso St. and Norma St. S.	South East
Charles St. and Elizabeth St.	North West
Charles St. and Elizabeth St.	South East
Charlotte St. S. and Alicia St.	North East
Charlotte St. S. and Alicia St.	South West
Charlotte St. S. and Caruso St.	North East

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Charlotte St. S. and William St. W.	South West
Chats Cres. and McLean Ave.	East
Chats Cres. and McLean Ave.	North West
Church St and Albert St.	West
Church St. and John St. N.	East
Claude St. and McGonigal St. E.	North West
Connifer Ln. and Herrick Dr.	South East
Conway Tearl St. and Edey St.	South East
Conway Tearl St. and Tom Gavinski St.	North West
Craig St. and Mary St.	North East
Craig St. and William St. W.	South West
Cranston St. and Allan Dr.	North
Cranston St. and Tom Gavinski St.	South East
Dan St. and Kinsmen Cres.	North West
Dan St. and Kinsmen Cres.	South East
Decosta St. and Hartney St.	West
Desmond Trudeau Dr. and Bert Hall St.	East
Desmond Trudeau Dr. and McGregor Scobie Cres.	West
Diamond Springs St. and Charles St.	South

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Diamond Springs St. and Arthur St.	North West
Diamond Springs St. and Charles St.	South
Dickie Pell Way and Morgan Clouthier Way	North East
Dickie Pell Way and Douglas Brown Way	South West
Didak Rd. and Decosta St. ( <del>Decosta St. and Didak Rd.</del> )	South East
Didak Rd. and Herrick Dr.	North West
<del>Didak Rd. and Herrick Dr.</del>	<del>North West</del>
Douglas Brown Way and Morgan Clouthier Way	North
Douglas Brown Way and Seabert Dr.	South
Edey St. and Allan Dr.	North West
Edey St. and Allan Dr.	South East
Edey St. and Edward St. S.	North West
Edey St. and Edward St. S.	South East
Edey St. and Leo Moskos Dr.	North
Edey St. and Leo Moskos Dr.	South
Edey St. and Mona McBride Dr.	North East
Edey St. and Mona McBride Dr.	South West
Edey St. and Tom Gavinski St.	East
Edward Levesque Gate and Morgan Clouthier Way	South West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Edward St. N./S. and William St. W. ( <del>William St. W. and Edward St. N./S.</del> )	North East
Edward St. S. and Allan Dr.	North West
Edward St. S. and Edey St.	North East
Edward St. S. and Edey St.	South West
Edward St. S. and Huyck Dr.	North
Edward St. S. and Huyck Dr.	South
Edward St. S. and William St. W.	South West
Edward Vince Evans Crt. and Moe Robillard St	South West
Elizabeth St. and Arthur St.	North East
Elizabeth St. and Arthur St.	South West
Elizabeth St. and Charles St.	South West
Ernie Godin Way and Mac Beattie Dr.	North East
Ernie Godin Way and Mac Beattie Dr.	South West
Ewen St. and John St. N	East
Fairbrooke Ct. and Baskin Drive W.	West
Fairview Cr. and Charles St.	North East
Fairview Cr. and Charles St.	North West
Fifth Ave. and McNab St.	South East

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
First Ave and Laird St.	North West
First Ave. and Bridge St.	South East
First Ave. and Laird St.	South East
Fourth Ave. and McNab St.	North West
Fourth Ave. and Riverview Dr.	South East
Friday Ave. and Ashbury St.	North West
Friday Ave. and Ashbury St.	South East
Friday St. and Staye Court Dr. ( <del>Staye Court Dr. and Friday St.</del> )	North
Friday St. and Stonehaven Way	South East
Galvin St. and Thomas St. S.	North West
Gardner St. and Cranston St.	South West
Gardner St. and Maple Dr.	North East
Gary Cres. and Allan Dr.	South East
Gary Cres. and Edey St.	West
Gordon Ferguson Pl. and Edey St.	South East
Gordon Ferguson Pl. and Tom Gavinski St.	North West
Harriet St. and Elgin St. W.	North
Harriet St. and Ottawa St.	North

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Harriet St. and Ottawa St.	South
Harriet St. and Victoria St.	North
Harriet St. and Victoria St.	South
Harrington St. and Ottawa St.	North
Harrington St. and Ottawa St.	South
Harrington St. and Victoria St.	North
Harrington St. and Victoria St.	South
Hartney St. and Decosta St.	South East
Hugh St. N. and Elgin St. W.	South West
Hugh St. N. and McGonigal St. W.	North East
Hugh St. N. and McGonigal St. W.	South West
Hugh St. S. and Mary St.	North East
Hugh St. S. and Mary St.	South West
Hugh St. S. and William St. W.	South West
Huyck Dr. and Edward St. S.	South East
Ida St. S and William St. W.	South West
Ida St. S. and Alicia St.	North East
Ida St. S. and Alicia St.	South West
Ida St. S. and Caruso St.	North East



**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Ida St. S. and Caruso St.	South West
Isabella St. and Arthur St.	North West
Isabella St. and Arthur St.	South West
Isabella St. and Charles St.	North East
Jack Cres and Short Rd.	North
John Findlay Terrace and Arthur St.	West
John St. N. and McGonigal St. W.	North West
John St. N. and McGonigal St. W.	South East
John St. S. and Edey St.	North East
John St. S. and William St. W.	South West
Johnston Rd. and Baskin Dr. E.	South West
<del>Keatley Rd. and Herrick Dr.</del>	<del>South</del>
Kinsmen Cres. and Victoria St.	North
Laird St. and Fourth Ave.	South West
Lake St. and Albert St.	West
Lake St. and Albert St.	East
Lake St. and John St. N.	West
Landrigan St. and Edey St.	North East
Landrigan St. and Mary St.	South West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Landrigan St. and Mary St.	North East
Landrigan St. and William St. W.	South West
Laurentian Place and Edward St. S.	North West
Lena St. and Riverview Dr.	North West
Leo Moskos Dr. and Mona McBride Dr.	North East
Leo Moskos Dr. and Mona McBride Dr.	South West
Leo Moskos Dr. and Tom Gavinski St.	North West
Leo Moskos Dr. and Tom Gavinski St.	South East
Leonard Spinks St. and Edey St.	South East
Leonard Spinks St. and Tom Gavinski St.	North West
Mac Beattie Dr. and Mac Beattie Dr.	North East
MacDonald St. N. and McGonigal St. W.	South West
MacDonald St. N. and William St. W.	North West
MacDonald St. S. and Edey St.	North East
MacDonald St. S. and Mary St.	North West
MacDonald St. S. and Mary St.	South West
MacDonald St. S. and William St. W.	South East
Maple Dr. and Cranston St.	South West
Maple Dr. and Smolkin St.	North West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Mary St. and Landrigan St.	North West
Mary St. and MacDonald St. S.	South East
McCartney St. and Herrick Dr.	North West
McCartney St. and Decosta St.	South East
McGonigal St. W. and Edward St. N.	South East
McGonigal St. W. and Edward St. N.	North West
McGonigal St. W. and John St. N.	North West
McGonigal St. W. and John St. N.	South East
McGregor Scobie Cres. and Desmond Trudeau Dr.	East
McGregor Scobie Cres. and Desmond Trudeau Dr.	North
McLachlin St. S and Ida St. S.	South East
McLachlin St. S. and Caruso St.	North East
McLachlin St. S. and Caruso St.	South West
McLachlin St. S. and William St. W.	North West
McLachlin St. S. and William St. W.	South East
McLean Ave. and McNab St.	North
Meehan St. and John St. N.	North
Melville Rd. and Moe Robillard St.	North West
Melville Rd. and Sheffield St.	East

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Michael St. and Thomas St. S.	North West
Mill Ln. and Carss St.	North West
Mill Ln. and Russell St. N.	South East
Mill Ln. and Thomas St. N.	North West
Mill Ln. and Thomas St. N.	South East
Moe Robillard St. and Melville Rd.	North East
<b>Moe Robillard St. and Short Rd.</b>	<b>North East</b>
Moe Robillard St. and Spruce Cres.	South West
Moe Robillard St. and Wolff Cres.	East
<b>Mona McBride Dr. and Edey St.</b>	<b>South East</b>
<b>Mona McBride Dr. and Leo Moskos Dr.</b>	<b>South East</b>
<b>Mona McBride Dr. and Tom Gavinski St.</b>	<b>North West</b>
<b>Morall Crt. And Galvin St.</b>	<b>East</b>
Mulvihill Cres. and Riverview Dr.	North West
Mulvihill Cres. and Riverview Dr.	North West
Norma St. and Alicia St.	North East
Norma St. and Alicia St.	South West
Norma St. S. and Caruso St.	North East
Norma St. S. and William St. W.	South West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Ottawa St. and Albert St.	East
Ottawa St. and Albert St.	West
Ottawa St. and Bell St.	East
Ottawa St. and Bell St.	West
Ottawa St. and John St. N	East
Ottawa St. and John St. N.	West
Richards Ln. and VanDusen Dr.	East
River Ridge Cr. and Charles St.	South
River Ridge Cr. and Charles St.	South East
Riverview Dr. and Seventh Ave.	South
Rock Ln. E. and John St. N.	North
Rock Ln. E. and Russell St. N.	North West
Russell St. N. and Atkinson St.	North East
Russell St. N. and Elgin St. E.	North East
Russell St. N. and Elgin St. E.	South West
Russell St. N. and McGonigal St. E.	North East
Russell St. N. and McGonigal St. E.	South West
Russell St. S. and Havey St.	North East
Russell St. S. and Havey St.	South West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Russell St. S. and James St.	North East
Russell St. S. and William St. E.	South West
Saint John's Way and Hugh St. N.	South East
Second Ave. and Bridge St.	North West
Second Ave. and Bridge St.	South East
Second Ave. and Laird St.	North West
Second Ave. and Laird St.	South East
<del>Second Ave. and McNab St.</del>	<del>North West</del>
Second Ave. and McNab St.	South East
Seventh Ave and Riverview Dr.	South East
Seventh Ave. and McNab St.	North West
Seventh Ave. and Riverview Dr.	South East
Sheffield St. and Short Rd.	North East
Short Rd. and Jack Cres.	East
Short Rd. and Moe Robillard St.	North West
Short Rd. and Wolff Cres.	West
Smolkin St. and Allan Dr.	North West
Smolkin St. and Cranston St.	South West
Spruce Cres and Moe Robillard St.	South East

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Spruce Cres. and Moe Robillard St.	South East
<del>Stonehaven Way and Baskin Dr. W.</del>	<del>South West</del>
Stonehaven Way and Bellwood Dr.	West
Sullivan Cres. and Caruso St.	South West
Sullivan Cres. and McLachlin St. S.	South East
Third Ave and Riverview Dr.	South East
Third Ave. and Bridge St.	North West
Third Ave. and Bridge St.	South East
Third Ave. and Laird St. ( <del>Laird St. and Third Ave.</del> )	South East
Third Ave. and McNab St.	North West
Thomas St. N. and Atkinson St.	North East
Thomas St. N. and Atkinson St.	South West
<del>(Claude St.)</del> Thomas St. N. and McGonigal St. E.	South East
Thomas St. S. and Allan Bond Crt.	North East
Thomas St. S. and Allan Bond Crt.	South West
Thomas St. S. and Havey St.	South West
Thomas St. S. and Havey St.	North East
Thomas St. S. and James St.	North East
Thomas St. S. and James St.	South West

**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Tierney St. N. and McGonigal St. W.	South West
Tierney St. S. and Mary St.	South West
Tierney St. S. and Mary St.	North East
Tierney St. S. and William St. W.	South West
Tom Gavinski St. and Edey St.	South West
Tom Gavinski St. and Leo Moskos Dr.	North East
Vancourtland St. N. and William St. W.	North East
Vancourtland St. S. and Alicia St.	South West
Vancourtland St. S. and Alicia St.	North East
Vancourtland St. S. and Caruso St.	North East
Vancourtland St. S. and Caruso St.	South West
Vancourtland St. S. and McLachlin St. S.	North East
Vancourtland St. S. and William St. W.	South West
Verona Dr. and Bellwood Dr.	East
Verona Dr. and Frieday St.	South West
Victoria St. and Albert St.	South West
Victoria St. and Harriet St.	East
Victoria St. and Harriet St.	West
Victoria St. and John St. N.	West



**Schedule I – Stop Signs at Intersections**

Column 1	Column 2
Intersection	Facing Traffic
Victoria St. and John St. N.	East
Wilfred Cres. and Edey St.	South West
Wilfred Cres. and Edward St. S.	North East
William St. W. and Edward St. N.	South East
William St. W. and Edward St. S.	North West
William St. W. and John St. N/S	North East
William St. W. and John St. S.	North West
William St. W. and John St. S.	South East
William St. W. and MacDonald St. N./S.	West ( <del>North East</del> )
William St. W. and McLachlin St. N./S.	North East
Winners Circle and Baskin Dr. E.	South West
Wolff Cres. and Short Rd.	West
Wolff Cres. and Short Rd.	South
<del>Wolff Cres. and Short Rd.</del>	<del>South</del>

## Schedule J – Yield Right-Of-Way

Column 1	Column 2
Highway	Facing Traffic
<del>Madawaska Street and Daniel Street and turning East on Madawaska Street</del>	<del>Northbound on Daniel St.</del>
Elgin Street and Harrington Street and turning East on Elgin Street	Southbound on Harrington St.

## Schedule K – Designated Pedestrian-Activated Crossovers

Column 1	Column 2
A portion of the roadway on Daniel Street in the Town of Arnprior, twenty feet in width lying immediately south of the prolongation of the southerly boundary of McGonigal Street in a straight line to its intersection with the easterly limit of Daniel Street.	Daniel Street at McGonigal Street in the Town of Arnprior
A portion of the roadway on John Street in the Town of Arnprior, 2.5 meters in width lying 2 meters north of the prolongation of the northerly boundary of Rock Lane in a straight line to its intersection with the easterly limit of John Street.	John Street at Rock Lane in the Town of Arnprior
A portion of the roadway on Elgin Street in the Town of Arnprior, 2.5 meters in width lying 3.5 meters east of the prolongation of the easterly boundary of Harriet Street in a straight line to its intersection with the southerly limit of Elgin Street.	Elgin Street at Harriet Street in the Town of Arnprior
A portion of the roadway on Madawaska Street in the Town of Arnprior, 2.5m in width lying 2m East of the prolongation of the Easterly boundary of Harriet Street in a straight line to its intersection with the Southern limit of Madawaska Street.	Madawaska Street at 2m east of Harriet Street in the Town of Arnprior
A portion of the roadway on Baskin Drive in the Town of Arnprior, 2.5m in width lying 2m South East of the prolongation of the South Eastern boundary of Leo Moskos Street in a straight line to its intersection with the South Eastern limit of Baskin Drive.	Baskin Drive at the intersection of Leo Moskos Street in the Town of Arnprior

## Schedule L – Overnight Winter Parking Areas & Designated Parking Spaces

Overnight Winter Parking Area on Municipal Property	Designated Parking Spaces
Robert Simpson Park Parking Lot (400 John Street)	10 Parking Spaces
McLean Diamonds – Ball Diamond #1 (Parking Lot Off McNab Street – civic address being 153 McLean Avenue)	Full Parking Lot
M. Sullivan & Son Ltd. Park - Parking Lot (61 Moe Robillard Street)	Full Parking Lot
Nick Smith Centre Parking Lot (71 James Street)	6 Parking Spaces
Ken Scissons Parking Lot (30-36 McGonigal Street West)	8 Parking Spaces



## Town of Arnprior Staff Report

**Subject:** Proclamation for Terry Fox Day (September 15<sup>th</sup>, 2024)

**Report Number:** 24-08-26-05

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

**Department:** Client Services

**Meeting Date:** August 26<sup>th</sup>, 2024

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### Recommendations:

That Council proclaim September 15<sup>th</sup>, 2024 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:terryfoxrunarnprior@outlook.com">terryfoxrunarnprior@outlook.com</a>
Section 5.2.3 – Name of Proclamation and Duration	Terry Fox Day September 15 <sup>th</sup> , 2024
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 9 <sup>th</sup> to 16 <sup>th</sup> , 2024)
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 15<sup>th</sup>, 2024

**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:** Kaila Zamojski



**Town of Arnprior Proclamation**  
**Terry Fox Day**  
**September 15<sup>th</sup>, 2024**

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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 9<sup>th</sup>, 2024 prior to the event to raise further awareness for the Terry Fox Run being held at Robert Simpson Park on Sunday, September 15<sup>th</sup>, 2024.

**Therefore Be It Resolved That** I, Lisa McGee, Mayor, do hereby proclaim September 15<sup>th</sup>, 2024 as "**Terry Fox Day**" in the Town of Arnprior and call upon all residents to participate in the Terry Fox Run to raise funds for cancer research.

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

**The Corporation of the  
Town of Arnprior**

**By-law Number 7511-24**

A by-law to permit an encroachment at 80 John Street North in the Town of Arnprior.

**Whereas** Section 11(3) of the Municipal Act, R.S.O., 2001, Ch. M.45 authorizes councils of local municipalities to pass by-laws respecting highways; and

**Whereas** the owner of Plan 33 N Part lot 53, RP49R7341 part 1, known as 80 John Street North requested permission for an encroachment on part of the John Street North road allowance;

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

1. **That** the following encroachment has permission as follows:
  - a. An encroachment of maximum of 0.92 m into the municipal road allowance for a 2.5 m wide awning sign over the main entrance, provided the lowest part of the encroaching sign is minimum of 2.44 m above the existing sidewalk.
2. **That** the said encroachment identified in 1a be permitted to continue without charge so long as the structures remain standing in a reasonable state of repair.
3. **That** the Town is not responsible for damage to the encroachment due to any future municipal operations nor is the Town responsible or liable for any issues arising from use and location of the structures on municipal property.
4. **That** any removals, relocations or damage caused to municipal infrastructure or property shall be reinstated by the owner, to existing conditions or better.
5. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 26th day of August, 2024.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



**The Corporation of the  
Town of Arnprior**

**By-law Number 7512-24**

A By-Law to Authorize the Town of Arnprior to Release an Easement at 15 Galvin Street.

**Whereas** the Arnprior Agricultural Society established an easement across the lands known as 15 Galvin Street, owned by the Arnprior Curling Club for electrical service access;

**And Whereas** the said easement affects a small parcel of Arnprior Curling Club lands legally identified as Part 3 on Plan 49R-17827, in the Town of Arnprior;

**And Whereas**, with the development of the Fairgrounds Subdivision over the Arnprior Agricultural Society lands, the lands now form part of the Town of Arnprior Galvin Street road allowance and there is no longer a need for an easement for access to electrical service over the Arnprior Curling Club property;

**And Whereas** Council has deemed that the easement crossing over Part 3 on Plan 49R-17827 in the Town of Arnprior is no longer required;

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

1. **That** the Corporation of the Town of Arnprior agrees to release the easement over Part 3 on Plan 49R-17827 shown on Schedule A to this By-law.
2. **That** the Mayor and Clerk be authorized to sign any documentation required in order to effect the said release.
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 26<sup>th</sup> of August, 2024.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



**The Corporation of the  
Town of Arnprior**

**By-law Number 7513-24**

A By-law to amend By-Law 7350-23 to update the full-time non-union position ranking.

**Whereas** Section 8 of the *Municipal Act* S.O. 2001, c. 25, as amended states that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** in January 2023, the Council of the Town of Arnprior implemented a salary grid, recommended by Cornerstone Management Solutions Ltd, that took into consideration external market data, internal job hierarchy and pay equity; and

**Whereas** it is best practice to conduct re-evaluations for internal equity to address any changes in job descriptions and reporting; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to update the full-time non-union position ranking grid for re-evaluated positions.

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

1. **That** the full-time non-union position ranking included in Appendix A of By-Law 7350-23 be updated to reflect the following:
  - a. Program and Events Supervisor – Grade 9
  - b. Finance Officer (Payroll & Projects) – Grade 8
  - c. Manager of Finance – Grade 13
  
2. **That** any other by-laws or resolutions or parts of by-laws and/or resolutions inconsistent with the provisions herein are repealed.

**Enacted** and **passed** this 26<sup>th</sup> day of August, 2024.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

**The Corporation of the  
Town of Arnprior**

**By-law Number 7514-24**

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

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

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

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

**Enacted and passed** this 26th day of August, 2024.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

**TOWN OF ARNPRIOR**  
**SUBDIVISION AGREEMENT**

**THIS SUBDIVISION AGREEMENT** made July 2024.

**BETWEEN:**

**MARSHALL’S BAY REGIONAL INC.**

Hereinafter called the “Owner”

OF THE FIRST PART

**AND:**

**CORPORATION OF THE TOWN OF ARNPRIOR**

Hereinafter called the “Town”

OF THE SECOND PART

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

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

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

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

1. **IN THIS AGREEMENT:**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

2. **GENERAL REQUIREMENTS**

2.1 **Lands**

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

2.2 **Scope of Works**

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

### 2.3 Municipal Covenants

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

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

### 2.4 Notices to Purchasers

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

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



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

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

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

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

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

## 2.6 **Engineering Services**

### 2.6.1 **General**

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

### 2.6.2 **Professional Engineer**

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

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

### 2.6.3 **On Site Inspection**

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

### 2.6.4 **Testing of Works**

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

## 3. **CONSTRUCTION REQUIREMENTS**

### 3.1 **Ministry of the Environment Certification**

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

### 3.2 Schedule of Works

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

the possibility of weather conditions negatively impacting the proposed Works and permitting the Works to proceed.

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

### 3.3 **Protection of Public Lands**

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

### 3.4 **Inspection of Works**

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

#### 3.4.1 **Approval of Works**

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

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

the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and the Town shall give the Works Approval upon being satisfied that those deficiencies have been corrected.

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

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

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

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

#### 3.4.2 **Maintenance of Works**

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

#### 3.4.3 **Acceptance of Works**

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

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

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

- (iii) A certificate by an Ontario Land Surveyor, that after the completion of the Subdivision Works, all Standard Iron Bars (which define property boundaries and right-of-way alignments) have been found in accordance with the registered Plan.
  - (iv) Statutory declaration that all accounts for Works, services and materials supplied have been paid, except construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner.
  - (v) Written confirmation from a construction trade newspaper, as defined by the *Construction Act, R.S.O. 1990, c. C.30*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.
- (b) Before Acceptance of a sanitary sewer and a storm sewer, the Town will require a television examination, and in the event of a blockage or debris being identified, the Owner shall remove at its expense any soil, sludge and other foreign material lodged in the sewer and re-camera the pipe. The Owner shall, at its expense, carry out the television inspection within 60 days prior to the expiry of the warranty period, between Approval and Acceptance. Upon completion of the televised inspection, the Owner shall provide, to the Director, a copy of the television inspection report acceptable to the Town Standards. The Owner shall give 72 hours prior notification to the Director of its intention to commence television examination of a sewer or sewers.
  - (c) Upon the receipt of the sewer system television examination report, the Town shall determine forthwith the extent of repairs, if any, required by the Owner in order to bring the sewer into compliance with the Town Specifications and shall within 21 days of receipt of the report provide the Owner with a deficiency list. Repairs required to be carried out by the Owner shall be done under the supervision of the Town. Any Works not examined by the Town prior to backfilling shall require re-excavation at the cost of the Owner. If the extent of the repair has been extensive in the opinion of the Town, that further examination of it is required, then a further television and site inspection will be conducted by the Town at the expense of the Owner.
  - (d) Not later than 30 days after the receipt of an application for Acceptance of any Works, the Town shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Town shall furnish the Owner with a list of deficiencies, if any, for the Works or Acceptance of the Works. If the Town furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the Town for Acceptance of the Works, subject to and in the manner provided in Clause 3.4.3 hereof.
  - (e) When the Town is satisfied that all such deficiencies have been corrected in accordance with this Agreement, that all Town accounts have been paid, and that all financial requirements as herein provided have been met, the Town shall provide Acceptance of the Works.
  - (f) Upon the issuance of a Certificate of Acceptance of the Works, the ownership of the Works shall vest in the Town.

- (g) Forthwith after the Acceptance of the Works, the Town shall authorize the release of any security for the Works.

**3.5 Remedy for Default of Works**

If, in the opinion of the Director:

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

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

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

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



### 3.6 Wastewater Plant

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

### 3.7 Water Plant

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

### 3.8 Utilities

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

#### 3.8.1 Composite Utility Plan

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



### 3.8.2 Relocation of Utilities

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

### 3.9 Roads

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

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

#### 3.9.1 Roads – Winter Preparation and Maintenance

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

plow wing. All obstructions within the Road Allowance shall be removed to prevent damage to snow removal equipment or personnel. All work required in this connection shall be completed before the 1<sup>st</sup> day of November.

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

### 3.10 **Curbs and Sidewalks**

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

### 3.11 **Walkways**

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

### 3.12 **Street Lighting**

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

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

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

### 3.14 **Fencing**

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

### 3.15 **Noise Attenuation Measures**

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

### 3.16 **Grading and Drainage**

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

### 3.17 **Storm Water Management**

- (a) The Owner shall provide any required storm water management control measures to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both a minor and major rainfall event in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm water plans and reports as approved by the Town. The measures shall be in accordance with current provincial legislations and the Town Specifications and Standards.
- (b) The Owner agrees to undertake and maintain erosion and sediment controls, for the phases of construction of the Subdivision, that are appropriate to the in situ conditions, during all stages of the site preparation and construction in accordance with drawings and/or reports as applicable and as approved by the Town. The Owner shall:
  - i. Manage construction erosion and sediment control through development and implementation of an erosion and sediment control (ESC) plan. The ESC plan shall:
    - a. Have regard to Canadian Standards Association (CSA) W202 Erosion and Sediment Control Inspection and Monitoring Standard (as amended); OR

- b. Have regard to Erosion and Sediment Control Guideline for Urban Construction 2019 by TRCA (as amended).
  - ii) Be prepared by a QP for sites with drainage areas greater than 5 ha or if specified by the Owner for drainage lower than 5 ha.
  - iii) Installation and maintenance of the ESC measures specified in the ESC plan shall have regard to CSA W208:20 Erosion and Sediment Control Installation and Maintenance (as amended).
  - iv) For sites with drainage areas greater than 5 ha, a QP shall inspect the construction ESC measures, as specified in the ESC plan.
- (c) The Owner agrees to provide to the Town written confirmation by way of certification from the Owner's Professional Engineer, that all required storm water Works have been implemented in accordance with the recommendations of the Approved plans and reports.
- (d) The Owner shall make all necessary investigations, take all necessary steps and obtain all necessary approvals so as to ensure that the physical structure, siting and operations of the stormwater works do not constitute a safety or health hazard to the general public.
- (e) Until the ownership of the works and lands is assumed by the Town, the Owner shall undertake an inspection of the condition of the stormwater management system, at least once a year, and undertake any necessary cleaning and maintenance to ensure that sediment, debris and excessive decaying vegetation are removed from the stormwater management system to prevent the excessive build up of sediment, debris and/or decaying vegetation to avoid reduction of capacity of the facility. The Owner shall regularly inspect and clean out the inlet to and outlet from the works to ensure that these are not obstructed.
- (f) The Owner shall implement the following water quality monitoring program to verify whether the stormwater management facility is achieving a TSS removal rate on average of 80% or greater. The Owner shall obtain water quality samples from the pond inlets (at the headwalls of the inlet pipes) and the sub drain inspection ports during a minimum of four (4) storm events in each year. These grab samples shall be tested for TSS to estimate the TSS removal rate of the stormwater management pond. When an annual average TSS removal rate of 80% has been achieved for two (2) consecutive years, the Town agrees to assume responsibility for the operation and maintenance of the stormwater management pond.
- (g) The Owner shall maintain a logbook to record the results of these inspections and any cleaning and maintenance operations undertaken, and shall make the logbook available for inspection by the Ministry and Town upon request. The logbook shall include, but not necessarily be limited to, the name of the Works and the date and results of each inspection, maintenance and cleaning, including an estimate of the quantity of any materials removed.
- (h) The Owner shall prepare an annual maintenance and monitoring report for each year in which the Owner performs the required inspections until the Town assumes responsibility for the operation and maintenance of the stormwater management pond.
- (i) The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the operation and maintenance activities required by the Ministry of the Environment Environmental Compliance Approval.

3.18 **Landscaping**

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

3.19 **Preservation of Existing Trees and Vegetation**

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

3.20 **Park and Open Space Development**

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

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

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

3.20.2 **Parkland and Open Space Servicing**

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

3.21 **Building and Zoning Restrictions**

3.21.1 **General Requirements – Building Permits**

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

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

- (f) The Director is satisfied that any Works required to be completed prior to occupancy of a building have progressed to a point where they can reasonably be expected to be completed prior to occupancy of the proposed building.
- (g) Firebreak lots are designated to the satisfaction of the Town's Fire Chief.

### 3.21.2 **Occupancy Requirements**

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

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

### 3.21.3 **Construction/Sales Offices**

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

### 3.21.4 **Driveway Locations**

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

### 3.21.5 **Snow Clearing and Garbage Collection Restrictions**

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

### 3.21.6 **Maintenance of Vacant Lots and Blocks**

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

eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon, all to the satisfaction of the Director.

### 3.22 **Drainage Agreement**

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

## 4. **LEGAL REQUIREMENTS**

### 4.1 **Registration of Plans and Documents**

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

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

### 4.2 **Inhibiting Order**

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

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

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

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

acceptable to the Town in its sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.

#### 4.4 **Revisions to Agreement**

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

#### 4.5 **Arbitration**

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

#### 4.6 **Estoppel**

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

#### 4.7 **Changes to Agreement in Writing**

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

#### 4.8 **Indemnity**

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



4.9 **Subsequent Parties and Gender**

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

4.10 **Notices**

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

4.11 **Schedules**

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

- Schedule "A" - Description of the Lands to which this Agreement Applies
- Schedule "B" - Estimated Cost of Works to be Constructed
- Schedule "C" - Securities and Cash Payable
- Schedule "D" - Financial Requirements
- Schedule "E" - Transfer of Lands for Public Purposes
- Schedule "F" - Special Conditions
- Schedule "G" - Required Wording of Letter of Credit
- Schedule "H" - Required Wording of Insurance Certificate
- Schedule "I" - Agreement Index

4.12 **Paragraph Headings**

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

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

DATED AT Arnprior, this 5 day of July, 2024

SIGNED, SEALED and DELIVERED  
in the presence of

) Marshall's Bay Regional Inc.  
 )  
 )  
 )  
 )  
 ) Name: David Kardish  
 ) Title: Assistant Secretary  
 )  
 )  
 )  
 )  
 ) Name:  
 ) Title:

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

DATED AT Arnprior, this                    day of

SIGNED, SEALED and DELIVERED    )  
  )  
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  )

Corporation of the Town of Arnprior

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Mayor Lisa McGee

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Clerk Kaila Zamojski

**SCHEDULE "A"**

**DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES**

A total of six blocks for townhouse units (Blocks 1-6), one medium density block (Block 7), five 0.3 metre reserve blocks (Blocks 8, 9, 10, 11 and 12 for the Town of Arnprior), as per M-Plan 49M-\_\_\_\_\_ prepared by Adam Kasprzak Surveying Limited dated October 23, 2023.

Firstly: The whole of Blocks 1 to 12 inclusive, as shown on Plan 49M-\_\_\_\_\_, registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49

**LIST OF STREET NAMES APPROVED BY THE TOWN**

The streets, namely: Dr. Reid Street  
Morgan Clouthier Way

**PLAN OF SUBDIVISION**

Plan of Subdivision, drawing No. 23-2196 prepared by Adam Kasprzak Surveying Limited and signed by Adam Kasprzak, Ontario Land Surveyor, dated October 23, 2023 shows the Plan of Subdivision referred to in Clause 2.1 of this Agreement and the lands described in Schedule "A" hereof. The final Plan will be registered in the Land Registry Office for the Land Titles Division of Renfrew No. 49.

The approval applies to the draft plan certified by Adam Kasprzak, Ontario Land Surveyor, dated October 23, 2023 showing 7 residential blocks, and 5, 0.3metre reserve blocks.

**SCHEDULE "B"****ESTIMATED COST OF WORKS TO BE CONSTRUCTED**

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

<b>CONTRACT WORKS</b>	<b>ORIGINAL SECURITY AMOUNT TO BE HELD</b>	<b>CURRENT SECURITY AMOUNT TO BE RETAINED AT REGISTRATION</b>	<b>SECURITY AMOUNT TO BE RETAINED</b>	<b>CURRENT SECURITY REDUCTION</b>
<b>PART I PHASE 4B</b>				
SECTION A - General & Site Preparation	\$23,198.39	\$23,198.39	\$23,198.39	0.00
SECTION B - Earthworks	\$11,060.34	\$11,060.34	\$11,060.34	0.00
SECTION C - Watermain	\$277,112.84	\$277,112.84	\$277,112.84	0.00
SECTION D - Sanitary Sewer	\$161,080.92	\$161,080.92	\$161,080.92	0.00
SECTION E - Storm Sewer	\$264,150.98	\$264,150.98	\$264,150.98	0.00
SECTION F - Road Works	\$296,704.10	\$296,704.10	\$296,704.10	0.00
SECTION G - Utilities	\$50,147.95	\$50,147.95	\$50,147.95	0.00
SECTION H - Landscaping and Fencing	\$124,417.28	\$124,417.28	\$124,417.28	0.00
<b>PART II INTERSECTION SIGNALIZATION</b>				
SECTION A - General & Site Preparation	\$200,000.00	\$200,000.00	\$200,000.00	0.00
<b>PART II SUBTOTAL</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>	<b>0.00</b>
<b>PART III PHASE 5 CLEARING AND GRUBBING</b>				
SECTION J - Clearing and Grubbing	\$9,375.00	\$9,375.00	\$9,375.00	0.00
<b>HARD COST SUBTOTAL</b>	<b>\$1,417,247.80</b>	<b>\$1,417,247.80</b>	<b>\$1,417,247.80</b>	<b>0.00</b>
<b>ENGINEERING SUBTOTAL (5%)</b>	<b>\$70,862.39</b>	<b>\$70,862.39</b>	<b>\$70,862.39</b>	<b>0.00</b>
<b>TOTAL SECURITY AMOUNTS (Phase 3 &amp; 4A)</b>	<b>\$1,488,110.19</b>	<b>\$1,488,110.19</b>	<b>\$1,488,110.19</b>	<b>0.00</b>

**SCHEDULE "C"**

**SECURITIES AND CASH PAYABLE**

**File No. 47-T-14002**

**Developer: Marshall's Bay Regional Inc.**

**Development Location: PART LOT 1, CON C AND D MCNAB, PART LOT 2 CON C AND PART RDAL BTN CONS C & D MCNAB, AS CLOSED BY BYLAW R92135 PARTS 1 AND 2, 49R19293; SUBJECT TO AN EASEMENT OVER PART 2, 49R19293 AS IN AR9782; TOWN OF ARNPRIOR as in PIN 57308-0088 (LT)**

1.	Security Amount Required		
1.1	100% of Total Estimated Cost of Works	=	\$1,488,110.19
2.	Cash Payable		
2.1	Street Name Sign Deposit (\$35.00 x 8)	=	\$ 280.00
2.2	Street Name Posts (\$20 x 4)	=	\$ 80.00
2.3	Stop Signs (\$85 x 4)	=	\$ 340.00
2.2	Cash-in-lieu of Parkland	=	N/A
		Sub total	= \$ 700
		Less Deposit	=
		TOTAL	= \$ 700
2.4	Other (including legal fees)	=	TBD
	<b>TOTAL CASH PAYABLE BY CERTIFIED CHEQUE:</b>	=	<b>\$700</b>

E & O E

**SCHEDULE "D"****FINANCIAL REQUIREMENTS****1. Financial Requirements**

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

**2. Insurance Policy**

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

**3. Commercial Liability Insurance**

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

**4. Automobile Liability Insurance**

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

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

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

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

## 5. Financial Security

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

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

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

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

## 6. Interest and Payment Accounts

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

## 7. Approval/Acceptance – Financial Security

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

(b) Upon Approval by the Town of any further part of the Works or all of the Works by the Town, the Town may permit a further reduction in the financial security relating to the Works. The Approval of such Works or part thereof shall be dated as of the date of the Owner's application for Approval thereof. The Town reserves the right to limit the amount of security reduction to that of 100% of the total cost of all outstanding or incomplete Works and that at no such time would the Town hold less security than the cost of completing the Works. In addition, the Town shall retain sufficient security relating to such other Works to cover the Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Works and to satisfy the requirements of Clause (8) of this Schedule related to construction liens. Responsibility for restoration shall continue until Acceptance by the Town.

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

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

#### **8. Inspection for Release of Financial Security**

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

#### **9. Default – Financial Security**

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

#### **10. Construction Liens**

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

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

(c) In the event that a claim for lien is registered under the *Construction Act, R.S.O. 1990, c. C.30*, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for lien in respect of a public street or highway included in the Works is given to the Clerk of the Town, the Owner shall be deemed to be in default of this Agreement and the Town, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Town shall use the financial security to complete the Works specified in Schedule "B" hereon on behalf of the Owner. The Town may in its sole and absolute discretion use the financial security for payment into the



Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Act, R.S.O. 1990, c. C.30*, as amended.

**11. Town's Lien**

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

**12. Pre-Servicing Requirements**

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

**SCHEDULE "E"**

**TRANSFER OF LANDS FOR PUBLIC PURPOSES**

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

A. **Road Widening** – intentionally deleted

B. **Parkland** – intentionally deleted

C. **Walkway** – intentionally deleted

D. **Reserves**

0.3 metre reserves shown as Blocks 8 - 12 inclusive, Plan 49M - \_\_\_\_\_ to the Town of Arnprior.

E. **Stormwater Management** – intentionally deleted

H. **Servicing Block** – intentionally deleted

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

**SCHEDULE "F"****SPECIAL CONDITIONS****A. PHASING OF DEVELOPMENT**

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

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

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

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

Phase 4B: Blocks 1 to 7 inclusive, on 49M-\_\_\_\_\_

**B. ENGINEERING REPORTS/PLANS/DRAWINGS**

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

**Plans:**

1. Draft Plan of Subdivision, Plan 49M – \_\_\_\_\_, drawing No. 23-2196, prepared by Adam Kasprzak Surveying Ltd., dated October 23, 2023.
2. Overall General Plan of Services (Phase 3-5), drawings No. 117164-2-GP0, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 9, dated July 25, 2023.
3. General Plan of Services (Phase 3-5), drawings No. 117164-2-GP2, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 8, dated July 28, 2023.
4. Cross Sections (Phase 3-5), drawings No. 117164-2-GPXS, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 7, dated December 8, 2023.
5. Plan and Profile – Seabert Drive & Morgan Clouthier Way Station 20+850 to 21+093 Station 22+000 to 22+125 (Phase 3-5), drawing No. 117164-2-PR7, prepared

- by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 9, dated July 31, 2023.
6. Plan and Profile – Dr. Reid Street Station 1+000 to 1+339 (Phase 3-5), drawing No. 117164-2-PR10, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 9, dated July 31, 2023.
  7. Composite Utility Plan (Phase 3-5), drawings No. 117164-2-CUP3, prepared by Novatech Engineers, Planners & Landscape Architects, dated February 24, 2022, revision 11, dated December 8, 2023.
  8. Street Lighting Plan (Phase 3-5), drawings No. 117164-2-SL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 6, dated September 1, 2023.
  9. Lighting Level Plan (Phase 3-5), drawings No. 117164-2-LL3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 6, dated September 1, 2023.
  10. Grading Overall (Phase 3-5), drawing No. 117164-2-GRO, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 8, dated July 31, 2023.
  11. Grading Plan (Phase 3-5), drawings No. 117164-2-GR2, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 13, dated October 10, 2023.
  12. Streetscape Plan, Phases 3 – 4A – 4B, drawing No. 117164-L2B, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 5, dated August 1, 2023.

**Plans approved as part of Phase 3 and 4A Subdivision Agreement**

1. General Plan of Services (Phase 3-5), drawings No. 117164-2-GP3, prepared by Novatech Engineers, Planners & Landscape Architects, dated November 1, 2021, revision 7, dated February 24, 2023.
2. Plan and Profile – Morgan Clouthier Way Station 20+000 to 20+325, drawing No. 117164-PR4, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 5, dated May 5, 2020.
3. Plan and Profile – Seabert Drive Station 20+500 to 20+850 (Phase 3-5), drawing No. 117164-2-PR6, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 8, dated February 24, 2023.
4. Plan and Profile – Yade Road & Rudd Lane Station 6+000 to 6+225 Station 7+000 to 7+234 (Phase 3-5), drawing No. 117164-2-PR9, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 8, dated February 24, 2023.
5. Plan and Profile – East Side Ditch Station 0+000 to 0+225, drawing No. 117164-2-PR-OUT3 (Phase 3-5), prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 7, dated February 24, 2023.
6. Plan and Profile – East Side Ditch Station 0+225 to 0+482.16, drawing No. 117164-2-PR-OUT4 (Phase 3-5), prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 7, dated February 24, 2023.

7. Plan and Profile – Outlet Ditch Station 9+000 to 9+425, drawing No. 117164-PR-OUT1, prepared by Novatech Engineers, Planners & Landscape Architects, dated April 9, 2019, revision 10, dated October 21, 2020.
8. Plan and Profile – Outlet Ditch Station 9+425 to 9+850, drawing No. 117164-PR-OUT2, prepared by Novatech Engineers, Planners & Landscape Architects, dated April 9, 2019, revision 11, dated December 3, 2021.
9. Grading Plan (Phase 3-5), drawings No. 117164-2-GR3, prepared by Novatech Engineers, Planners & Landscape Architects, dated December 3, 2021, revision 7, dated February 24, 2023.
10. Stormwater Management Facility 2 (Phase 3-5), drawing No. 117164-2-SWMF2-A, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.
11. Stormwater Management Facility 2 Inlet Detail (Phase 3-5), drawing No. 117164-2-SWMF2-B, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated February 24, 2023.
12. Stormwater Management Facility 2 Outlet Detail (Phase 3-5), drawing No. 117164-2-SWMF2-C, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.
13. Standard Details (Phase 3-5), drawings No. 117164-2-D1, 117164-2-D2, 117164-2-D3, and 117164-2-D4 prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revisions 6 and 7, dated February 24, 2023.
14. Composite Utility Plan (Phase 3-5), drawings No. 117164-2-CUP2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Feb 24, 2022, revisions 9, dated February 24, 2023.
15. Street Lighting Plan (Phase 3-5), drawings No. 117164-2-SL2, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 4, dated February 24, 2023.
16. Lighting Level Plan (Phase 3-5), drawings No. 117164-2-LL2, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 4, dated February 24, 2023.
17. Signage and Geometric Roadway Design Drawing (Phase 3-5), drawings No. 117164-2-SGN2 and 117164-2-SGN3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 4, 2022, revision 4, dated February 24, 2023.
18. Streetscape Plan, Phase 4A Continued, drawing No. 117164-L3, prepared by Novatech Engineers, Planners & Landscape Architects, dated May 5, 2022, revision 4, dated February 24, 2023.
19. Notes, Details, Tables and Legends (Phases 3-5), drawing No. 117164-2-ND, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated February 24, 2023.
20. Erosion and Sediment Control Plan (Phases 3-5), drawing No. 117164-2-ESC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.
21. Clearing and Grubbing Plan (Phases 3-5), drawing No. 117164-2-CG, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.

22. Marshall's Bay Pumping Station (Phase 3 -5), job no. CC11073, pages 1 to 23, prepared by Capital Controls, dated January 4, 2022, revision 5, dated June 10, 2022.
23. Pump Station, Wet Well, Valve Chamber Details (Phase 3 -5), drawing No. 117164-2-PS1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.
24. Pump Station Process Schematics & Control Panel Support Detail (Phase 3 -5), drawing No. 117164-2-PS2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 7, dated February 24, 2023.
25. Lift Station/Pumping Station Electrical Infrastructure (Phase 3 -5), Electrical Title Sheet, project No. 2021-747, drawing No. E001, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022.
26. Lift Station/Pumping Station Electrical Infrastructure (Phase 3 -5), Electrical New Work, project No. 2021-747, drawing No. E100, prepared by Goodkey Weedmark & Associates Limited, dated January 14, 2022, revision 2, dated June 17, 2022.
27. Existing Conditions Plan (Phase 3-5), drawing No. 117164-2-EXC, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 6, dated February 24, 2023.
28. Storm Drainage Area Plan, External Areas (Phase 3-5), drawing No. 117164-2-STM1, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated February 24, 2023.
29. Storm Drainage Area Plan, Internal Areas (Phase 3-5), drawing No. 117164-2-STM2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated February 24, 2023.
30. Sanitary Drainage Area Plan (Phase 3-5), drawing No. 117164-2-SAN2, prepared by Novatech Engineers, Planners & Landscape Architects, dated Dec 3, 2021, revision 5, dated February 24, 2023.

**Reports/Studies:**

1. Phase 4B Certificate of Surveyor – Area & Frontage, prepared by Adam Kasprzak Surveying Ltd.
2. Detailed Site Servicing and Stormwater Management Report – Marshall's Bay Meadows Subdivision – Phase 3-5 Addendum, prepared by Novatech Engineers, Planners & Landscape Architects, August 11, 2023.

**Reports approved as part of Phase 3 and 4A**

3. Madawaska Subdivision, Serviceability Report, Report No. R-2013-225, prepared by Novatech Engineers, Planners & Landscape Architects, January 2014.
4. Madawaska Lands, Servicing & Conceptual SWM Report, Report No. R-2018-046 prepared by Novatech Engineers, Planners & Landscape Architects, May 2018.
5. Detailed Site Servicing and Stormwater Management Report – Marshall's Bay Meadows Subdivision – Phase 3-5, prepared by Novatech Engineers, Planners & Landscape Architects, December 9, 2021, revision 2, dated June 17, 2022.
6. Preliminary Geotechnical Investigation – Proposed Residential Development Part Lot 1 Concession C and D, Arnprior, Ontario, Report No. 13-302, prepared by Houle Chevrier Engineering Ltd., October 2013.

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

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

**1. Tree Planting and Conservation Plan**

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

- a. Deciduous trees of a minimum size - 50mm cal. : Bowhall Red Maple, New World Red Maple, Celebration Maple, Sugar Maple, Chicagoland Hackberry, Street Keeper Locust, Sunburst Honey Locust, Autumn Gold Ginkgo, Princeton Sentry Ginkgo, Boulevard Linden, New Horizon Elm, Red Oak, and Bur Oak,
- b. Coniferous trees of a minimum size - 175 cm ht. : Baby Blue Colorado Spruce, and Serbian Spruce

**2. Fences**

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

**4. Drainage Agreement**

The Owner shall enter into, execute, and deliver the Drainage Agreement. The Owner shall observe and perform all of the Owner's obligations under the Drainage Agreement.

**5. Site Plan – Multi Unit**

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

**6. Streetscape/Architectural Control Guidelines**

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

**D. CONDITIONS OF PLAN APPROVAL**

1. The County of Renfrew's conditions and amendments to final plan approval for registration of the subdivision File No. 47-T-14002, dated August 5, 2015 and last revised April 24, 2024, is hereby considered to be repeated in its entirety and forms part of this Agreement.
2. Notwithstanding paragraph D.1. above, condition 3.jj) of County of Renfrew's conditions and amendments to final plan approval for registration of the subdivision File No. 47-T-14002, dated August 5, 2015, Rev. December 11, 2018, shall be deemed to be satisfied provided the Owner enters into, executes, delivers and observes and performs all of the Owner's obligations under the Drainage Agreement.



**SCHEDULE "G"**

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

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

We, the undersigned, \_\_\_\_\_ (hereinafter called "the bank") hereby establish an irrevocable Letter of Credit in favour of the Town of Arnprior (hereinafter called "the Town") in the amount of \_\_\_\_\_ (\$ .00) Dollars which may be drawn by you to the extent required for the proper fulfillment by \_\_\_\_\_ of its obligation pursuant to a Subdivision Agreement between the Town of Arnprior and \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, with respect to Project: \_\_\_\_\_ (hereinafter called "the Agreement").

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

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

Partial drawings are permitted.

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

This Letter of Credit will continue up to the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and will expire at 11:50 p.m. on that date.

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

DATED at \_\_\_\_\_ this, \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Per: \_\_\_\_\_



**SCHEDULE "H"**

**REQUIRED WORDING OF INSURANCE CERTIFICATE**

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

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

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

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

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

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

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

Telephone: 613-623-4231

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

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

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

Name of Insurance Company (not broker): \_\_\_\_\_

Name of Insurance Broker: \_\_\_\_\_

Authorized Representative or Official By: \_\_\_\_\_



**SCHEDULE "I"**

**AGREEMENT INDEX**

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## **Resolution for Support – Association of Municipalities of Ontario and Ontario Medical Association – Physician Shortage in Rural Ontario**

**That** Council of the Corporation of the Town of Arnprior receive the correspondence from the Association of Municipalities of Ontario (AMO) and Ontario Medical Association (OMA) as information; and

**Whereas** the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

**Whereas** it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

**Whereas** Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, paramedicine, and other investments.

**Whereas** the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

**Whereas** per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

**Whereas** a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

**Now Therefore Be It Resolved That** the Council of Corporation of the Town of Arnprior urge the Government of Canada and the Government of Ontario to recognize the family physician and primary health care professional shortage in the Town of Arnprior, County of Renfrew and across Ontario, and take action to fund health care appropriately, ensuring that every Ontarian has access to high quality and accessible primary care services in their own communities.

**Further That** this resolution be forwarded to the Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Mark Holland, Federal Minister of Health; the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy

Premier and Minister of Health; Cheryl Gallant, MP for Renfrew-Nipissing-Pembroke;  
John Yakabuski, MPP for Renfrew-Nipissing-Pembroke; Association of Municipalities of  
Ontario (AMO) and Ontario Medical Association (OMA).

## **Municipal Grant Application – Terry Fox Foundation – 2024 Terry Fox Run**

**That** Council of the Corporation of the Town of Arnprior receive the correspondence from the Terry Fox Foundation as information; and

**Whereas** the Terry Fox Foundation is an eligible organization under the Municipal Grants Policy and raises funds that are used to support programs aimed at ending cancer through research; and

**Whereas** the Terry Fox Foundation will be hosting the 2024 Terry Fox Run at Robert Simpson Park on Sunday, September 15<sup>th</sup>, 2024 starting at 9:00 AM; and

**Therefore Be It Resolved That** Council approve the request for in-kind support through the waiving of rental fees for the Robert Simpson Park Gazebo (\$525.00) for the 2024 Terry Fox Run event taking place on September 15<sup>th</sup>, 2024;

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