



ARNPRIOR

Town of Arnprior

Regular Meeting of Council Agenda

Date: Monday, September 9th, 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 – August 26th, 2024](#) (Page 1-12)**
- 8. Awards / Delegations / Presentations**
- 9. Public Meetings**
- 10. Matters Tabled / Deferred / Unfinished Business**
- 11. Notice of Motion(s)**
- 12. Staff Reports**
 - a) [Awarding of Design Proposal 21-1007P Design of Daniel Street – Albert Street Sewer Upsizing](#), Ryan Wall, Engineering Officer (Page 13-15)**

- b) **Solid Waste Management By-law Update**, Amy Dean, Environmental Engineering Officer (Page 16-61)
- c) **Canada Mortgage Housing Corporation Housing Accelerator Fund Round 2 – Housing Action Plan**, Alix Jolicoeur, Manager of Community Services / Planner (Page 62-91)
- d) **Zoning By-law Amendment No. 3/24 (150 Staje Court Drive)**, Alix Jolicoeur, Manager of Community Services / Planner (Page 92-126)
- e) **Proclamation for Fire Prevention Week (October 6-12, 2024)**, Oliver Jacob, Deputy Clerk (Page 127-131)
- f) **Proclamation for Test Your Smoke Alarm Day (September 28, 2024)**, Oliver Jacob, Deputy Clerk (Page 132-134)

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-SEP-15
 - ii) Correspondence Package A-24-SEP-11

15. By-laws & Resolutions

- a) **By-laws**
 - i) **By-Law No. 7516-24 – Award Engineering Design Services for the Daniel Street / Albert Street Sewer Upsizing Project** (Page 135-136)
 - ii) **By-law No. 7517-24 – Water Tower Lease Agreement (Storm Internet Services)** (Page 137-147)

- iii) **By-law No. 7518-24 – Water Tower Lease Agreement (County of Renfrew)** (Page 148-158)
- iv) **By-Law No. 7519-24 – Part Lot Control (Campanale Homes – Riverwood Estates)** (Page 159-161)
- v) **By-Law No. 7520-24 – Traffic and Parking** (Page 162-222)

b) Resolutions

- i) **Resolution for Support – Association of Municipal Managers, Clerks and Treasurers of Ontario – Updates to the *Municipal Elections Act, 1996*** (Page 223-224)
- ii) **Municipal Grant Application – Arnprior Regional Health – The Grove Home Family and Friends Council Fundraising Event** (Page 225)

16. Announcements

17. Media Questions

18. Closed Session

One (1) matter 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); and

One (1) matter pursuant to Section 239 (2) (f) concerning advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Airport).

19. Confirmatory By-law

By-law No. 7521-24 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
August 26, 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

Town Staff Present:

Robin Paquette, CAO
Jennifer Morawiec, General Manager Client Services/Treasurer
John Steckly, General Manager Operations
Graeme Ivory, Director of Recreation
Kaila Zamojski, Town Clerk
Oliver Jacob, Deputy Clerk

Council Members Present (Electronic):

None

Council Members Absent:

Councillor Billy Denault

Also Present:

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, except Councillor Billy Denault.

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 269-24

Moved by Lynn Cloutier

Seconded by Chris Toner

Be It Resolved That the agenda for the Regular Meeting of Council dated Monday, August 26, 2024 be adopted.

Resolution Carried

5. Disclosures of Pecuniary Interest

None

6. Question Period

None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 270-24

Moved by Tom Burnette

Seconded by Dan Lynch

That the minutes of the Regular and Special Meetings of Council listed under Item 7 (a) and (b) on the Agenda be adopted (Regular Meeting of Council – July 8, 2024 & Special Meeting of Council - July 22, 2024).

Resolution Carried

8. Awards/Delegations/Presentations

Delegations:

a) Senior Women Living Together, Kathryn Carruthers

Kathryn Carruthers, Board Chair of Senior Women Living Together, provided an overview of the presentation, provided in the Council Package, and responded to questions.

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Notice of Motions

None

12. Staff Reports

a) Request for Encroachment – Mulvihill Insurance (80 John Street North) – Manager of Community Services/ Planner

Resolution Number 271-24

Moved by Lynn Cloutier

Seconded by Tom Burnette

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.

Resolution Carried

b) Municipal Grant Request – 2360 Royal Canadian Army Cadet Corps – Director of Recreation

Resolution Number 272-24

Moved by Dan Lynch

Seconded by Chris Couper

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-four (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.

Resolution Amended

Resolution Number 273-24

Moved by Dan Lynch

Seconded by Lisa McGee

That Council amend Resolution 272-24 by replacing the wording in paragraph one (1) to change the percentage of support from 50% to 100%.

Resolution Carried

Resolution Number 274-24

Moved by Dan Lynch

Seconded by Lisa McGee

That Council waive 100% 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-four (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.

Resolution Carried as Amended

c) Statue at Malloch Road Cemetery – Deputy Clerk and General Manager, Operations

Resolution Number 275-24

Moved by Lynn Cloutier

Seconded by Chris Toner

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.

Resolution Carried

d) Updates to Traffic and Parking By-law – Town Clerk and General Manager, Operations

Resolution Number 276-24

Moved by Chris Couper

Seconded by Lynn Cloutier

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 Bylaw 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.

Resolution Carried

e) Proclamation for Terry Fox Day (September 15th, 2024) – Deputy Clerk

Resolution Number 277-24

Moved by Lynn Cloutier

Seconded by Tom Burnette

That Council proclaim September 15th, 2024 as Terry Fox Day in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

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

Therefore Be It Resolved That I, Lisa McGee, Mayor, do hereby proclaim September 15th, 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.

13. Committee Reports and Minutes

a) Mayor’s Report

Mayor McGee reported the following:

- Alongside CAO Robin Paquette and Director of Recreation Graeme Ivory, Mayor McGee participated in successful two (2) delegation meetings at the 2024 Association of Municipalities of Ontario (AMO) Conference in Ottawa, ON.
 - At a delegation to the Minister of Culture, Tourism and Sport, the team advocated for grant funding for the upcoming Nick Smith Centre Arena Slab Replacement Project under the new Community Sport and Recreation Infrastructure Fund.
 - At a delegation to the Minister of Infrastructure, the team advocated for increased funding for the 400mm Watermain River Crossing Project which has received funding under the Investing in Canada Infrastructure Program (ICIP) – Green Stream.
- Mayor McGee attended a reception at the 2024 AMO Conference alongside Councillor Billy Denault and they had conversations with other municipal politicians and community leaders from across the province regarding several issues of significance to the Arnprior community.
- Mayor McGee congratulated Robin Jones, Mayor of Westport, who was elected as the new AMO President and noted that her speech highlighted the pressing need for a social and economic prosperity review and for continued collaboration across the municipal sector to meet the evolving needs of Ontarians from across the province.
- Mayor McGee met with Sarah Cooper, Chief Executive Officer with Habitat for Humanity (Greater Ottawa area), to discuss opportunities to work together to develop affordable housing and home ownership solutions across the region.
- Mayor McGee shared an excerpt from an email communication from a resident to highlight the professionalism and dedication of the General Manager, Client

Services / Treasurer, Jennifer Morawiec, and her team, particularly with regard to the financial management of the municipality.

- Mayor McGee thanked Town staff and volunteers for their contributions to the full line-up of summer events, especially the hugely successful Cultural Night Market event which took place in Downtown Arnprior on Saturday, August 24th, 2024.

b) County Councillor's Report

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

- New member of Council representing Horton Township, Ms. Dana Proctor was sworn in and has replaced Mayor Dave Bennett due to his medical circumstances.
- Delegations at County Council included:
 - Tahseen Alie, Fund and Volunteer Coordinator, East Region Autism made a presentation on Autism and received a cheque for \$2500.00 from Warden Golf Tournament.
 - Ottawa Valley Tourist Association (OVTA) Committee Stefani Van Wijk, Chair, OVTA Board of Directors Meghan James, Vice Chair, OVTA Board of Directors OVTA made a presentation on how valuable OVTA is local businesses and encourage them to join at no cost. OVTA was also presented a cheque for \$2500.00 from Warden Golf Tournament.
- Two new Corporate Policies:
 - Criminal Record Check for Prospective Employees to be updated to align the requirements for vulnerable sector Criminal Record Checks with the Ontario Provincial Police's requirements;
 - Bereavement Leave – Staff to examine the Bereavement Policy to include divorces\separated spouses.
- Two items on the Agenda were deferred:
 - Municipal Services Corporation/Communal Servicing;
 - Regional Incentives Program that deals with staff undertaking an Official Plan Amendment, to enable policies that would allow the County to provide grants/loans to local Community Improvement Plan (CIP) initiatives.
- County only has one member (Mayor Jennifer Murphy) on 2024\2025 ROMA board.
- The Renfrew County Housing Corporation Board of Directors approved an increase to rent in the amount of \$10.00 per month above the annual rent increase guideline of 2.5% for all units within all Renfrew County Housing Corporation that are below the Household Income Limits (HILs) rent rates for 2025.
- ROMA 2025 has included Municipal Fire Departments in their workplan due to the mounting legislation around apparatus and received support for Bonnechere Valley's Resolution to Exempt Emergency Vehicles from Emission Standards.

14. Correspondence & Petitions

a) Correspondence Package – I-24-AUG-14

Resolution Number 278-24

Moved by Lynn Cloutier

Seconded by Chris Couper

That the Correspondence Package Number I-24-AUG-14 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch noted the following items:

- Page 13 - We wish our local MPP, John Yakabuski, to his new appointment as Parliamentary Assistant to the Minister of Energy and Electrification.
- Page 23 - Ontario has a Housing-Enabling Water Systems Fund which will see the province invest \$970 million in 54 projects across 60 municipalities to help municipalities develop, repair, rehabilitate and expand drinking water, wastewater and stormwater infrastructure. I couldn't find Arnprior in the 60 municipalities.
 - In response to County Councillor Lynch, the CAO noted that as of tonight the Town is able to announce that we have applied for this grant for the Daniel and Albert Street Watermain project and were successful. A report to Council will be forthcoming in the near future with further details.
- Page 33 – Good news for parents. Ontario is taking the next step in lowering childcare fees for families as part of the Canada-wide Early Learning and Child Care (CWELCC) system. Starting in January 2025, parent fees will be capped at \$22 per day for children under the age of six in CWELCC programs.
- Page 37 – The Ontario government is launching a call for proposals for new community-based projects that support survivors of gender-based violence. It is investing \$100 million over the next three years in its four-year, cross government action plan to combat gender-based violence through: Education and awareness; early intervention and prevention; community planning and service integration; and economic security and financial independence
- Page 51 – The Ontario government is now accepting applications for the new Community Sport and Recreation Infrastructure Fund. The province is investing \$200 million through the fund to help communities revitalize existing community sport and recreation infrastructure and build new facilities. The Ontario government is hosting an information webinar on August 27, 2024.
 - In response to County Councillor Lynch, the CAO noted that we will have a staff member attend this webinar.
- Page 77 – The Municipal Information & Data Analysis System (MIDAS) - recently enhanced - is a web-based tool that provides access to the Financial Information Returns (FIRs) data to all Ontario municipalities.
 - In response to County Councillor Lynch, the General Manager, Client Services/Treasurer noted that this is the updated site for municipal FIR data.

- Page 79 – The AMO Knowledge Exchange on Community and Supportive Housing Symposium, October 1 - 2, will convene for networking, knowledge sharing, and collaboration on how we can work together to advance community and supportive housing solutions in communities across Ontario which is being held in Toronto.
 - In response to County Councillor Lynch, the CAO noted that we will look at having someone attend this Symposium.
- Page 83 – The Design of Public Spaces Standards Development Committee seek feedback on initial recommendations on proposed changes to the Accessible Built Environment Standards and the Ontario Building Code.
 - In response to County Councillor Lynch, the CAO noted that the Chief Building Official’s association is responding to this, and he is also looking at this more thoroughly now, and if required, he will also provide further comment.
- Page 89 – Enbridge Gas Inc. has applied to dispose of the balances of certain deferral and variance accounts. If approved Residential customers will see a whopping one-time billing credit of \$5.12, effective January 1, 2025.
- Page 105 – Nice to see a “Thank You” card from Abigail Daniels who was a recipient of a Town Bursary who will be attending University of Victoria.

Councillor Chris Couper noted the following item:

- Page 92 – The MacNamara Field Naturalists’ Club (MFNC) will be hosting its 40th anniversary celebration on Saturday, September 7th, 2024 starting at 6:00 PM at the St. John Chrysostom Catholic Parish Hall. Tickets are available until September 1st, 2024 on the [MFNC website](#) and at White Pine Books.

b) Correspondence Package – A-24-AUG-10

Resolution Number 279-24
 Moved by Dan Lynch
 Seconded by Chris Toner

That the Correspondence Package Number A-24-AUG-10 be received and the recommendations outlined be brought forward for Council’s consideration.

Resolution Carried

15. By-laws & Resolutions

a) By-laws

Resolution Number 280-24
 Moved by Lynn Cloutier
 Seconded by Dan Lynch

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

- i. By-law No. 7511-24 – Encroachment Agreement – Mulvihill Insurance (80

- John Street North)
- ii. By-law No. 7512-24 – Release of Easement – Arnprior Curling Club Lands
 - iii. By-law No. 7513-24 – Salary Grid Revisions
 - iv. By-law No. 7514-24 – Adopt Marshall’s Bay Meadows Phase 4B Subdivision Agreement

Resolution Carried

b) Resolutions

i. **Resolution of Support – Association of Municipalities of Ontario and Ontario Medical Association – Physician Shortage in Rural Ontario**

Resolution Number 281-24
Moved by Tom Burnette
Seconded by Chris Couper

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).

Resolution Carried

ii. **Municipal Grant Application – Terry Fox Foundation – 2024 Terry Fox Run**

Resolution Number 282-24
Moved by Lynn Cloutier
Seconded by Chris Toner

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 15th, 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 15th, 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.

Resolution Carried

16. Announcements

County Councillor Dan Lynch made the following announcements:

- After 63 years of business in the Town of Arnprior, Star Set Jewelers will be closing its doors at the end of September 2024. Their Pembroke location will continue to serve the local community.
- On Saturday, September 14th, 2024, the Arnprior McNab/Braeside Men's Shed will be holding its grand opening at their new location on River Road in Braeside, ON.
- Congratulations to Chicken Palace on opening their second location on Madawaska Boulevard.
- For cyclists, the Tour de Poutine will be held on Saturday, September 21st, 2024 between 10:30 AM and 12:00 PM starting at Red Pine Bay in the Township of McNab/Braeside.
- There will be a temporary closure of the Daniel Street South / Arthur Street entrance into the Canadian Tire Gas Bar and A&W restaurant due to construction on the site.
- County Councillor Lynch also thanked Town staff for their hard work on the Cultural Night Market, particularly the teams from the Clerk's Office, Museum, Public Works and Recreation branches.
 - At his request, Mayor Lisa McGee recognized the Avila Family who participated in the Cultural Night Market as a main stage act as the Echoes Group. She also shared how she had originally met the family when they first came to Arnprior a couple of years ago and how incredible it was to see them on the stage sharing their culture with the Arnprior community.

Councillor Chris Couper made the following announcements:

- Councillor Couper praised the Cultural Night Market and highlighted the value of community for newcomers to the local area.

17. Media Questions

Rick Stow from the Oldies 107.7 radio station asked questions regarding the Jesus statue at the Malloch Road Cemetery and staff provided responses noting that the cemetery has been non-denominational since the Town assumed its ownership in 1972 and that the Town is not aware of any legal covenants requiring the municipality to adhere to Canon Law for its maintenance.

18. Closed Session

None

19. Confirmatory By-Law

Resolution Number 283-24

Moved by Chris Couper

Seconded by Dan Lynch

That By-law No. 7515-24 being a By-law to confirm the proceedings of the Regular Meeting of Council held on August 26, 2024 be and it is hereby enacted and passed.

Resolution Carried

20. Adjournment

Resolution Number 284-24

Moved by Lynn Cloutier

Seconded by Tom Burnette

That this meeting of Council be adjourned at 8:30 pm.

Resolution Carried

Signatures

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



Town of Arnprior Staff Report

Subject: Awarding of Design Proposal 21-1007P Design of Daniel Street – Albert Street Sewer Upsizing

Report Number: 24-09-09-01

Report Author and Position Title: Ryan Wall, Engineering Officer

Department: Operations

Meeting Date: September 9, 2024

Recommendations:

That Council award the Daniel Street-Albert Street Sanitary Sewer Upsizing engineering design assignment to JP2G Consultants Inc, at a cost of \$212,737.19 including HST, to be funded 73% of the design being recovered through the HEWSF grant and the remaining 27% of the design cost be funded 25% from Wastewater Reserve, 25% from Water Reserve and 50% from Capital Expenditure Reserve Fund;

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 JP2G Consultants Inc.

Background:

At the April 9th, 2024 meeting of Council, a resolution was passed directing Staff to apply to the Housing Enabling Water Systems Fund (HEWSF) for the Daniel Street – Albert Street sanitary sewer upsizing project. Following the passing of the resolution, staff proceeded by assembling the application for the HEWSF grant and submitted the Town's application prior to the April 19th deadline.

In April of 2024, staff applied for the HEWSF grant, using the Daniel Street – Albert Street sewer upsizing project as the basis of the application. Completing the project, which is highlighted in the Town's draft Water/Wastewater Master Plan as being a necessary project, will enable the servicing of 1984 proposed future housing units. The estimated project cost that was applied for was \$5,350,000, with 73% grant funding, resulting in a grant value of \$3,905,500.

In August of 2024, the Town was notified by the Minister of Infrastructure's office that the Town's application for HEWSF was successful. Staff proceeded by generating a request for proposal, understanding offer agreement, to design the Daniel Street-Albert Street Sanitary Sewer Upsizing project.

The Town has submitted the Initial Project Report to the Ministry of Infrastructure for this project to facilitate the preparation of the Transfer Payment Agreement (TPA) for the HEWSF grant program. The TPA will come forward to Council for authorization at a future meeting once received from the Ministry.

The terms of the HEWSF grant and the forthcoming TPA require that design work for the project must be started by September 31, 2024. A construction contract must be awarded by September 31, 2025 and the project must be complete by March 31, 2027.

Discussion:

On August 28, 2024 Staff received proposal 21-1007P from JP2G Consultants Inc. The proposal is to provide engineering design and tender-ready documents for the following scope of work:

- Upsizing of the Daniel Street and Albert Street Sanitary Sewer to address a bottleneck highlighted in the Town of Arnprior's draft Water/Wastewater Master Plan. The upsizing will occur along Daniel from Rock Lane to the entrance to the Water Pollution Control Center on Albert Street.
- Sewer replacement and separation on Albert Street from Victoria to Ewen Street as well as on Ewen Street
- Watermain replacement on Albert Street and Ewen Street
- Full road reconstruction of Albert Street and Ewen Street.

The cost to complete the proposed design is \$188,263.00 plus HST.

Options:

Council could choose not to award the project. However, staff are not recommending this option as the project fits well with our asset management plan, our Long-Range Capital Forecast and would prevent the Town from being able to meet the deadlines and accept the HEWSF grant.

Policy Considerations:

This project was tendered and evaluated to ensure it is in accordance with the Town's Procurement Bylaw.

Financial Considerations:

The 2024 Capital Budget does not include funds for this project. While 73% of the design costs are covered through the HEWSF grant, staff are recommending that the remaining 27% of design costs be funded 25% from Wastewater Reserve, 25% from Water Reserve and 50% from Capital Expenditure Reserve Fund.

Funding Source	Funding Allocation
Wastewater Reserve	\$12,931.41
Water Reserve	\$12,931.41
Capital Expenditure Reserve	\$25,862.82
HEWSF Grant	\$139,850.79
Total (with net HST)	\$191,576.43

Consultation:

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

Documents:

N/A

Signatures

Reviewed by Department Head: John Steckly

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



Town of Arnprior Staff Report

Subject: Solid Waste Management By-Law Update

Report Number: 24-09-09-02

Report Author and Position Title: Amy Dean, Environmental Engineering Officer

Department: Operations

Meeting Date: September 9th, 2024

Recommendations:

That Council receive this report as information; and

Further That Council adopt a revised Solid Waste Management By-law, by repealing and replacing By-law No. 6394-14.

Background:

The previous Solid Waste Management By-Law 6394-14 requires updates to include the changes with the new blue box recycling program and to redefine the current rates, exceptions and annual fees for the solid waste management services provided by the Town.

In 2021, the Ontario government passed a new regulation (O. Reg. 391/21) that shifts 100% of the financial and operational responsibility of the blue box recycling programs to producers, those that produce and supply blue box materials to residents. In this new extended producer responsibility framework, producers have become fully responsible for collecting and processing blue box materials. Transition to extended producer responsibility took place for the Town of Arnprior on July 1, 2023, and the transition period will end on December 31, 2025 with the new framework to be fully in place by January 1st, 2026.

The Town's blue box recycling program for all eligible sources (residences, facilities such as schools, specified long term and retirement homes and specified public spaces) is now managed by Circular Materials, the administrator of the common collection system and a not-for-profit organization committed to building efficient and effective recycling systems in Ontario. However, Circular Materials is not responsible for the blue box recycling program for non-eligible sources being ICI (Industrial, Commercial and

Institutional) properties.

Due to the current contract (By-Law 7441-23) in place with Topps Environmental Solutions for the Collection of Solid Waste covering the next 5 years (with an optional 6th year and/or 7th year extension), no revisions have been made to the current collection process (garbage/ leaf and yard waste), services, dates, and/or times.

Discussion:

The following definitions were added / re-defined under **Section 1.0 (Definitions)**:

- Blue Box Materials
- Blue Box Regulation (O. Reg 391/21)
- CMO – Circular Materials Ontario
- Designated Substances
- Electronic Waste
- Eligible Source
- Excess Soil
- Garbage Fee
- Landfill Site Attendant
- ICI Sources
- Transition Period
- Waste Management Coordinator
- WDTA Blue Box Program

Section 3.0 Administration defines the responsibilities of Waste Collection, Removal and Disposal as outlined below:

1. “The Town shall operate a system for the collection, removal and disposal of residential/non-residential waste and leaf & yard waste.
2. The Town shall operate a system for the collection and processing of curbside blue box materials from small scale ICI source locations.
3. CMO shall operate a system for the collection and processing of blue box materials from all eligible sources (residences, facilities such as schools, specified long term and retirement homes and specified public spaces).”

Section 4.0 defines the services and rate exemptions for waste management from the Town. Residential dwellings are no longer charged a recycling fee as the Town of Arnprior no longer manages the residential recycling services. All property units participating in the curbside garbage collection will pay a Garbage Fee. Any owner or building owner of a property unit that has opted out of the curbside garbage collection is exempt from the garbage fee and charged an annual landfill management fee. Properties classified as vacant land are exempt from the landfill management fee as typically these properties are not producing any waste that would require the landfill services.

“Service Levels

1. The Town shall provide waste collection service for residential dwellings.
2. The Town shall provide waste collection service for multi-tenant residential buildings.
3. The Town shall provide waste and blue box collection services for small scale ICI source locations.
4. The Town shall provide landfill services for all property owners, residents and businesses in Arnprior and McNab/Braeside.

Waste Management Rate Exemptions

Notwithstanding the section above titled “Service Levels”, the following shall apply.

- (1) Any owner or building owner of a property unit providing proof satisfactory to the Waste Management Coordinator that an alternate private garbage collection service has been arranged for the said private property because the use of the municipal curbside garbage collection is not possible will be exempt from the Garbage Fee and will only be charged the Landfill Management Fee.
- (2) Any owner of a property classified as vacant land will be exempt from the Landfill Management Fee as these properties will not be producing any waste requiring the services of the landfill. Once a vacant land is no longer classified as vacant land a Landfill Management Fee will be applied to the assessed property.”

Fees Associated with Waste Collection - This section describes that all participating property units in the curbside collection system must pay a Garbage Fee and any participating ICI property units utilizing the Town’s blue box collection system must pay a Recycling & Collection Fee (ICI). Both fees are based on the User Fees and Charges By-law.

“Fees for Waste Collection

- (1) The owner of each property unit that uses the Town’s waste collection system shall pay a Garbage Fee as set out in the User Fees and Charges by-law and in accordance with the policies as set-out in this By-law.
- (2) The owner or occupant of each ICI property unit utilizing the Town’s blue box material collection system shall pay a Recycling & Collection Fee (ICI) as set out in the User Fees and Charges by-law and in accordance with the policies as set-out in this By-law.
- (3) All fees and charges, which are in arrears, levied under the User Fees and Charges by-law shall be subject to a monthly interest charge.”

Approved Container Types - This section now specifies that blue box containers for residents are provided through CMO (producer responsibility), and the Town continues to provide approved blue box containers to ICI sources only.

1. "The Town shall supply approved blue box containers to only ICI source locations as required in accordance with this by-law.
2. ICI source locations that require more than two approved blue boxes shall pay the fee describe in the User Fees and Charges By-law."

Section 6.0 Collection - The time of collection, set out times, and collection standards remain the same. Storage Area Access was removed as this referred to using storage enclosures and/or sheds for tenants/residents to store garbage or blue box material on their property for contractors to collect. As contractors are not to access private property for the purposes of waste collection, the curbside collection standards describe the only acceptable collection location and standards.

When there is a disruption to curbside collection due to construction, an alternate temporary collection location may be used. This is now the sole responsibility of the Town to organize and manage as opposed to the property owner's responsibility, however it is important to note that staff ensure that these obligations are transferred on to local developers or Town construction contractors as necessary as part of separate agreements with each construction project.

"Temporary Collection Location

- (1) When curbside collection is disrupted due to construction or when access to the collection location is blocked, it is the responsibility of the Town to:
 - a. place the residential/ non-residential waste, blue box materials or leaf & yard waste at an alternate temporary collection location."

Section 7.0 Arnprior Waste Disposal Site (AWDS) - This section describes the new fee structure prescribed for the landfill. An annual landfill management fee is now applied to all property units (excluding vacant land). The landfill management fee allows access to use the landfill, provides reduced tipping rates for residents, and ensures one (1) free annual voucher. The reduced tipping fees at the landfill are applied to Arnprior residents (receiving the Residential Rate) where McNab/Braeside residents (receiving the Non-residential Rate) are charged at two (2) times the rate. The free landfill voucher will now be issued to all property units. The terms and conditions of the free landfill voucher remain the same, however the wording has been modified.

- (1) **"Fees and Free Landfill Vouchers** The Town may prescribe fees and charges for the use of the AWDS and waste diversion program provided at the AWDS and provide for terms of payment thereof and the Town prescribes the fees and charges set forth in the User Fees and Charges By-law.

a. Annual Fees

- i. All property units in the Town of Arnprior shall pay a landfill management fee as set out in the User Fees and Charges by-law and in accordance with the policies as set out in this By-law.

b. Tipping Fees

- i. Landfill tipping fees shall be charged in accordance with the User Fees and Charges by-law, with Arnprior residents to be charged the Resident Fee, and McNab/Braeside residents to be charged the Non-resident Fees.”

Wording has been added to the Landfill voucher section to clarify that: “vii) waste must be separated properly for acceptance. Loads for landfilling that are mixed with recyclables, e-waste, leaf and yard waste and other waste that must be diverted will be refused.”

Prohibited Material - This section was modified to create a clearer list of items not accepted at the landfill.

Excess Soil and Designated Substances were added sections as no person shall unload, dispose or deposit these materials at the landfill.

Schedule “A” Collection Service for Residential and Non-residential highlights that garbage will be collected from participating residential and non-residential establishments and blue box materials will be collected from participating ICI source locations. Leaf and Yard waste is collected on a bi-annual basis.

Schedule “C” Approved Containers highlights that the Town will provide ICI source locations with the appropriate approved blue box containers.

Schedule “D” Acceptable Blue Box Materials highlights the fiber and comingled materials accepted from ICI sources and updated to match the Town’s web page. As CMO (producer responsibility) will set acceptable blue box materials for all other establishments these items are subject to change as the recycling program is standardized across the province.

Schedule “E” Prohibited Materials for Recyclable Material Collection - Minor edits were made to this section and updated to match the Town’s webpage.

Schedule “F” Prohibited Materials for Waste Material Collection - Minor edits were made to this section.

Schedule “G” Landfill Hours of Operations - Hours have been adjusted to reflect the correct time the landfill is open to the public. Previously set to close at 4:00pm, now set to 3:30pm to give the landfill site attendant time to close for the day.

Options:

There are a number of proposed revisions to the bylaw being presented in this report. Staff would welcome any feedback for consideration from Council.

Policy Considerations:

This report is in keeping with the Town's Strategic Plan key priority areas specifically including:

#2. Corporate Efficiencies & Financial Sustainability: Ensuring the financial health and sustainability of the town is a top priority, and

#4 Environment: Environmental sustainability and responsible stewardship are at the forefront of our goals.

Financial Considerations:

No financial impact resulting from the by-law revisions.

Meeting Dates:

N/A

Consultation:

N/A

Documents:

Draft Solid Waste Management 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

The Corporation of the Town of Arnprior

By-law No. xxxx-24

A By-Law to repeal and replace By-Law 6394-14 to maintain and operate a waste management system and services within the limits of the Town of Arnprior.

Whereas pursuant to Subsection 11(1) paragraph 3 of the Municipal Act, 2001, SO. 2001, c. 25, as amended (“the Act”), a municipality may pass by-laws respecting matters within the waste management sphere; and

Whereas on June 3, 2021 the Province of Ontario enacted the Blue Box Regulation (O. Reg. 391/21) transferring operational and financial responsibility for the Town of Arnprior’s Blue Box to producers of the material on July 1, 2023; and

Whereas the Town remains responsible for the collection and processing of the Industrial, Commercial and Institutional (ICI) sources during and following transition period (July 1, 2023 - December 31, 2025) and any reference to recycling throughout this By-Law is intended for the ICI sources only; and

Whereas Council deems it expedient to make necessary changes to the Solid Waste Management By-law, to incorporate the new legislative changes.

Now therefore be it resolved that the Council of the Town of Arnprior enacts as follows:

1. **That** By-law No. 6394-14, as amended, be repealed and replaced with the Solid Waste Management By-law No. xxxx-24, attached hereto as Appendix A and forming part of this by-law;
2. **Further That** this By-law may be referred to as the Solid Waste Management By-law;
3. **Further That** any By-laws and/or resolutions inconsistent with the provisions herein are repealed; and
4. **Further That** this By-law shall come into full force and take effect on the date of passage.

Enacted and passed this 23rd day of September, 2024.

Mayor Lisa McGee

Kaila Zamojski, Town Clerk

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



Solid Waste Management By-Law

Proposed changes are noted as follows:

- **Addition**
- Wording Change
- Deletion

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DRAFT

1.0 Definitions

For the purpose of this By-law, the following terms shall have the meanings set out below:

“Act” means the Municipal Act, 2001, SO. 2001 Chapter 25, as amended.

“Backyard composter” means a container of structure specially designed to assist the natural decomposition of biodegradable waste.

“Bag tag” means a tag purchased from the Town for the purpose of tagging excess garbage bags.

~~“aerosol container” means any empty aerosol container, which falls within the meaning of the definition of “empty container” in the regulations made under the *Environmental Protection Act*.~~

~~“aluminum foil” means clean aluminum containers such as pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil;~~

“Approved container” means containers described in Schedule “C”.

~~“aseptic containers” means any multi-layered beverage box container;~~

“Ashes” means the solid residue of any household fuel after such fuel has been consumed by fire.

“Bi-weekly collection” means the collection of materials once every other week.

“Blue box materials” means any waste or material designated as such under the Blue Box Regulation ([O. Reg. 391/21](#)) to be collected separately from other waste and includes, but is not limited to, the items referred to in Schedule “D” of this By-law.

“Blue Box Regulation” - Under the *Resource Recovery and Circular Economy Act, 2016*; [O. Reg. 391/21](#): Blue Box; to shift the financial and operational responsibility of recycling from municipalities to the organizations that produce packaging, paper and packaging-like products.

~~“blue box” means an approved curbside recycling container which is described Schedule “C” which is used to collect recyclable materials described in Schedule “D”;~~

~~“books” means all soft and hard covered books;~~

~~“boxboard” means non-corrugated cardboard packaging such as cereal and shoeboxes, and any similar rigid paper packaging with the metal or plastic portion or both removed;~~

“**Brush**” means shrubs, hedges, trees, large branches (greater than 1.5 inches in diameter), stumps, logs, timber, etc.

“**Building owner**” means the registered owner of multi-unit residential building or the building owner’s designate (i.e. property manager) in charge of a multi-unit residential building.

“**Bulky items**” means large items including, but not limited to, television sets, mattresses, furniture, microwaves, barrels and any other discarded materials, which items would normally accumulate at a residential dwelling or multi-unit residential building.

“**By-Law Officer**” means a person duly appointed by a by-law of the Town to administer and enforce the provisions of this by-law.

“**Christmas trees**” means trees including but not limited to the pine, spruce, balsam or fir species, which are typically decorated for display during the Christmas season.

“**CMO**” means Circular Materials Ontario, the Producer Responsibility Organization responsible collection services under the Waste Diversion Transition Act (WDTA) Blue Box Program.

“**Clean fill**” means earth or crushed rock fill (less than 100 mm) or waste of a similar nature that contains no putrescible material nor soluble or decomposable chemical substances.

“**Collection location**” means the location designated in Part VI of this by-law where residential/ non-residential -waste, blue box materials, and leaf and yard waste ~~and bulky items~~ are placed out for collection.

“**Compacted waste**” means garbage that has been compressed by mechanical or other means.

“**Containerized collection**” means the collection of garbage and ~~recyclable~~ blue box materials placed in the approved containers at a collection location.

“**Contractor**” means any person, partnership or corporation and the employees of any such person, partnership or corporation with whom the Town has entered into a contract or agreement for the collection or processing of waste.

“**Council**” means the Council of the Town of Arnprior.

“**Curbside collection**” means the system of collection of garbage, ~~recyclable~~ blue box materials, ~~bulky items~~, and leaf and yard waste placed in approved containers at a collection location, which is at or near the curb.

“Designated substances” refers to the eleven (11) chemical agents prescribed under Ontario Health and Safety Act (OHSA), including: acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanates, lead, mercury, silica and vinyl chloride. Definitions for some of these chemicals can be found in O. Reg. 490/09.

“Electronic waste” means any waste electronic device; includes but is not limited to materials designated as EEE in the Electrical and Electronic Equipment Regulation (O. Reg. 522/20) and batteries in the Batteries Regulation (O. Reg. 30/20) under Ontario’s resource Recovery and Circular Economy Act, 2016.

“Eligible source” – any residence, facility or public space in an eligible community, eligible sources receive collection services under the WDTA blue box program

“Environmental Protection Act” means the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended.

“Excess soil” means soil, crushed rock or soil mixed with rock or crushed rock, that has been excavated as part of a project and removed from the project area for the projects defined under the On-Site and Excess Soil Management Regulation (O. Reg. 406/19).

“Farm waste” means any solid waste which is the normal by-product of farming operations inside the Town and excludes construction and demolition materials from any building or structure, compostable materials other than what may result from clearing land for farm operation purposes, and other material deemed unacceptable for disposal at a landfill site by the Ministry of Environment, Conservation and Parks or under this By-law.

~~“fine paper” means computer paper and all white and coloured ledger, including writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers and envelopes;~~

~~“gable top cartons” means rectangular milk and juice cartons constructed of coated paper and opened by unfolding the top;~~

“Garbage” means all materials permitted to be discarded by this by-law save and except those materials defined as recyclable-Blue Box materials, leaf and yard waste, bulky items, white goods, Christmas trees, electronic waste, and non-collectable waste.

“Garbage ratefee” means the charge imposed upon a property owner or householder all property units as per the User Fees and Charges By-law.

~~“glass bottles and jars” means all glass food and beverage bottles and jars;~~

“Hazardous waste” means any material, which is so designated or restricted within the meaning of any Federal or Provincial statute or regulation.

“High-rise multi-unit residential building” means an apartment building containing seven (7) or more dwelling units each of which:

- (a) has self-contained living, kitchen and sanitary facilities; and
- (b) is owned or rented on not less than a monthly basis.

“Household hazardous waste” means any household product, material, or item labeled as “hazardous”, “toxic”, “explosive”, “ignitable”, “corrosive”, “reactive” or “flammable”.

“Imported waste” means any waste transported into the Town from outside of the Town by any person(s).

“Landfill” means the Arnprior Waste Disposal Site ([AWDS](#)).

“Landfill pass or voucher” means a pass issued by the Town that is purchased, or provided free of charge for entry into the landfill.

“Landfill site attendant” means the authorized personnel at the Arnprior Waste Disposal Site who ensures proper handling and disposal of waste and recyclables.

“Leaf and yard waste” includes leaves, grass clippings, garden waste, brush, tree prunings, pumpkins and wind fallen fruit. Only includes twigs and branches less than 1.5 inches in diameter.

“Low-rise multi-unit residential building” means a group of residential dwellings usually attached by a common wall such as townhouses, garden homes, carriage homes, town homes, stacked town homes or other similar residential complexes which is owned or rented on not less than a monthly basis.

~~“magazines/catalogues” means all magazines and catalogues bound with glue or stapled along the spine;~~

~~“metal food and beverage containers” means all steel and aluminum food and beverage cans and containers;~~

“Multi-unit residential building” includes high-rises and low-rises.

~~“newspapers” means all newspapers including the inserts that are delivered therein;~~

“Non-collectable waste” means any item designated by the Waste Management Coordinator which is not permitted to be collected within the Town’s waste collection system.

"ICI source locations" (Industrial, Commercial and Institutional) – also referred to as **non-eligible sources that the Town of Arnprior remains responsible for the collection of blue box materials. Includes the following properties/facilities:**

- (a) Industrial or Commercial Properties;
- (b) Not-for-profit Organizations;
- (c) Municipal buildings or facilities;
- (d) Daycares;
- (e) Places of Worship;
- (f) Campgrounds and trailer parks (without permanent or seasonal households); or
- (g) Commercial Farms.

"Non-residential establishment" includes:

- ~~(a) an enterprise or activity involving warehousing, storage, industrial manufacturing, commercial processes or operations;~~
- ~~(b) an enterprise, activity or project involving construction, renovation or demolition;~~
- ~~(c) research or an experimental enterprise or activity;~~
- ~~(d) clinics that provide medical diagnosis or treatment;~~
- ~~(e) laboratories, hospitals or veterinarian or animal hospitals;~~
- ~~(f) any business establishment including retail stores, offices, restaurants and gas bars;~~
- ~~(g) any seasonal or temporary business establishment including chip wagons and vegetable stands, Christmas tree sales;~~
- ~~(h) malls, strip malls, plazas and markets;~~
- ~~(i) an enterprise, activity or project involving landscaping;~~
- ~~(j) hotel, motel, apartment hotel, hostel, or bed and breakfast establishment;~~
- ~~(k) campsites (excluding the permanent residence trailer parks);~~
- ~~(l) any residence with a centralized eating facility including but not limited to senior's home, boarding/rooming houses, shelters, special needs homes, nursing homes;~~
- ~~(m) child care centres;~~
- ~~(n) educational institutions including but not limited to schools, colleges, and universities and museums;~~

- ~~(o) residences of all educational institutions including but not limited to universities, colleges and hospitals;~~
- ~~(p) places of worship;~~
- ~~(q) any government facility including to Provincial Government, Federal Government but excluding municipal facilities; or~~
- ~~(r) any other establishment as designated by the Waste Management Coordinator.~~

“Non-residential waste” includes all waste, which would normally accumulate at any non-residential establishment, enterprise or activity, but shall not include non-collectable waste.

~~“old corrugated cardboard” or “OCC” means any paper board product which is composed of a rippled, flute or wave-shaped paper insert with paper liners bonded to the outside of the product and which does not have contaminants;~~

“Owner” means any registered owner, occupant, resident, lessee, tenant or any person managing any residence, but does not include the building owner of a multi-unit residential building.

~~“paint can” means any empty and dry paint can and falls within the meaning of the definition of “empty container” in the regulations made under the *Environmental Protection Act*;~~

~~“paper cores” means the cardboard paper roll used for toilet paper or paper towels;~~

“Pathological waste” means waste that is:

- (a) any part of the human body, which is not infectious, including tissues and bodily fluids, but excluding extracted teeth, hair, nail clippings and the like;
- (b) any part of the carcass of an animal infected with a communicable disease or suspected by a licensed veterinary practitioner to be infected by with a communicable disease;
- (c) non-anatomical waste infected with a communicable disease;
- (d) medicines, drugs, sharps or syringes or glass stemmed pipes; or
- (e) bandages, dressings or other infected materials.

~~“plastic film” refers to all plastic grocery, retail store, milk bags and pouches, frozen food, bulk food, breads, meat and cheese bags and wrap, over wrap from boxed products, stretch wrap, cereal wrap, snack food bags and the like;~~

“Private property” means property, which is privately owned and is not the Town’s property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof.

“Public property” means property, which is the Town’s property, or property of a local board, or property of the Crown in Right of Ontario, the Crown in Right of Canada or any emanations thereof.

“Puncture proof container” means a plastic or rigid container either especially designed for the disposal of sharp items or sharps or suitable for this purpose.

~~“recyclable materials” means those items described in Schedule “D” or as designated by the Waste Management Coordinator to be collected separately for the purpose of recycling;~~

“Residential dwelling” means one (1) or more rooms connected together as a self contained, separate unit in the same structure and constituting an independent housekeeping unit for residential occupancy by persons with facilities for persons to sleep, cook and eat including its own sanitary facilities, but does not include a multi-unit residential building.

“Residential waste” includes all kitchen and table waste of animal or vegetable origin resulting from the preparation of food; ashes; rubbish; discarded materials; clothing; broken crockery and glassware; and other materials which would normally accumulate at a residential dwelling, but shall not include non- collectable waste.

“Scavenge” means the unauthorized removal of materials from ~~recyclable blue box~~ materials, leaf and yard waste or container waste that has been placed out for collection, or means the unauthorized removal of materials from the waste disposal site/landfill.;

“Sharp items” includes plate glass, sheet metal and other objects capable of cutting or puncturing but does not include sharps.

“Sharps” includes used and unused hypodermic needles, insulin pen tips, lancets and glass pipe stems.

“Town” means the municipal corporation of the Town of Arnprior.

“Tipping fees” means the rate set by the Town for the disposal of garbage and any other acceptable item brought to the Landfill.

“Transition period” means the period beginning on July 1, 2023, and ending on December 31, 2025.;

“**Treasurer**” means the person appointed as the Town Treasurer with the meaning of the *Municipal Act*.

~~“tubs and lids” means plastic extrusion-molded, wide-mouth food and hardware containers such as margarine, yogurt, sour cream, drywall compound, or hand cleaner containers;~~

“Vacant Land” means property classified as vacant land by MPAC (Municipal Property Assessment Corporation)

“**Waste**” means anything discarded for collection from any source that is acceptable for collection in the curbside garbage collection.

“**Waste Management Coordinator**” means the ~~Waste Management Coordinator~~ Environmental Engineering Officer of the ~~Public Works and Engineering Department of the Town~~ or authorized designate, unless otherwise specified.;

“WDTA blue box program” means the blue box waste diversion program under the Waste Diversion Transition Act, 2016 that was operating in a local municipality, local services board area or a reserve. O. Reg. 391/21, s. 1 (1), 75; O. Reg. 267/22, s. 1; O. Reg. 349/22, s. 1; O. Reg. 174/23, s. 1.

“**Weekly collection**” means the collection one day every week.

“**Wet waste**” includes food waste, food contaminated paper towels, tissues, cat litter, shavings, hygiene products, solvents, non-hazardous cleaners and similar material.

“**White goods**” includes refrigerators, freezers, stoves, dishwashers, dryers, washers, air conditioners, hot water tanks, oil tanks and furnaces.

2.0 Interpretation

- (a) This by-law includes Schedules “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H” and these Schedules are hereby declared to form part of this by-law.
- (b) All legislation and regulations referenced herein are Ontario provincial laws, as amended, unless noted otherwise.
- (c) In this by-law, the following words will be abbreviated with:
 - i. “metre” shall be represented by “m”
 - ii. “kilogram” shall be represent by “kg”
 - iii. “litre” shall be represented by “L”
 - iv. “centimeter” shall be represented by “cm”
 - v. “cubic metre” shall be represented by “m³”

- (d) The provisions of the by-law are severable. If any provision, Section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, sections or words.

3.0 Administration

3.1 Waste Collection, Removal and Disposal

- (a) ~~The Town shall operate a system for the collection, removal and disposal of residential waste, non-residential waste, leaf & yard waste and the collection and processing of ICI recyclable materials.~~ The Town shall operate a system for the collection, removal and disposal of residential/non-residential waste and leaf & yard waste.
- (b) The Town shall operate a system for the collection and processing of curbside blue box materials from small scale ICI source locations.
- ~~(a)~~(c) CMO shall operate a system for the collection and processing of blue box materials from all eligible sources (residences, facilities such as schools, specified long term and retirement homes and specified public spaces).

3.2 Duties of the Waste Management Coordinator

- (a) The Waste Management Coordinator shall supervise and administer a system of waste ~~and recyclable mblue box materials~~ collection and shall be responsible for its operation.
- (b) The Waste Management Coordinator shall establish waste reduction, recycling and recovery programs, for items such as, household hazardous waste, tires, electronic waste and other programs deemed appropriate.
- (c) The Waste Management Coordinator shall administer the by-law with the power to determine:
- i. ~~The level and type of collection service provided to residential dwellings, multi-tenant residential buildings and non-residential establishments;~~ all property units;
 - ii. Designate new types of non-collectable waste;
 - iii. Whether a building, collection location or property is safe for entry by any employees of the Town or its contractor having regard to the physical condition and layout, loading facilities, method of handling collectible waste at the building, collection location or property;
 - iv. The notice provisions for the scheduling of collection services or the changes to collection schedules or services; and
 - v. Any other matter necessary for the administration of this by-law.

- (d) Should emergency conditions arise that, in the opinion of the Waste Management Coordinator, imperil the municipal landfill site or an external recycling facility, the Waste Management Coordinator shall:
- i. Take all remedial measures and actions as necessary to protect public health, which may include limiting or stopping the collection of solid waste or recycling in any area and restricting collection of any specific purpose;
 - ii. Expend money, direct staff or hire contractors, upon the approval of Council, as needed to restore the Town's landfill site to operable conditions; and
 - iii. Report to Council as soon as practical after such measure have been taken.

3.3 Duties of the Treasurer

- (a) The Treasurer shall perform the following duties:
- i. Invoice and collect tipping fees and charges related to waste collection, diversion and disposal; and
 - ii. Implement enforcement provisions for outstanding fees or charges.
- (b) The Town may contract with any person(s) or company for the performance of the whole or any part of the work described in this by-law.

4.0 Levels of Service

4.1 Service Levels

- (a) The Town shall provide waste collection service for residential dwellings.
- (b) The Town shall provide waste collection service for multi-tenant residential buildings.
- (c) The Town shall provide waste and blue box collection services for ~~non-residential establishments~~ small scale ICI source locations.
- (d) The Town shall provide landfill services for all property owners, residents and businesses in Arnprior and McNab/Braeside.

4.2 Waste Management Rate Exemptions

Notwithstanding the section above titled "Service Levels", the following shall apply:

- (a) Any owner or building owner of ~~multi-tenant residential or non-residential establishments~~ a property unit providing proof satisfactory to the Waste Management Coordinator that an alternate private garbage collection service has been arranged for the said private property because the use of the municipal curbside garbage collection is not possible will be exempt from ~~one half (1/2) of~~

~~the Garbage Rate~~ Garbage Fee and will only be charged the Landfill Management Fee.

~~(a)~~ (b) Any owner of a property classified as vacant land will be exempt from the Landfill Management Fee, as these properties will not be producing any waste requiring the services of the landfill. Once the vacant land is no longer classified as vacant land a Landfill Management Fee will be applied to the accessed property.

~~(1) Any owner or building owner of multi-tenant or non-residential establishments providing proof satisfactory to the Waste Management Coordinator that an alternate private garbage and recycling collection service has been arranged for the said private property because the use of the municipal curbside garbage and recycling collection is not possible will be exempt from 100% of the Garbage Rate. The owner or building owner shall pay 100% of the Recycling Rate.~~

4.3 Date for Collection

4.3.1 Garbage

(a) Garbage shall be collected from premises entitled to such service in accordance with the provisions set forth in Schedule "A" of this by-law, except when normal collection days fall on a holiday as provided herein.

~~(1) No collection shall be made on a Sunday.~~

~~(b) No collection~~ The Waste Management Coordinator reserves the right to alter collection days when a collection day falls on shall be made on the following holidays ~~which fall on a said collection day~~: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day or Boxing Day.

~~(2) When a normal collection day falls on a holiday, the collection shall be made on an alternate date.~~

(c) The collection of leaf & yard waste shall be made on a bi-annual basis.

(d) Bulky items will not be collected at the curbside, nor will other items as listed in Schedule "F".

4.3.2 Blue Box from ICI Sources (Non-eligible) Locations

(a) ~~Recycling~~ Blue box materials shall be collected from premises entitled to such service in accordance with the provisions set forth in Schedule "A" of this by-law, except where normal collection days fall on a holiday as provided herein.

~~(1) No collection shall be made on a Sunday.~~

~~(b)~~ The Waste Management Coordinator reserves the right to alter collection days when a collection day falls on the following holidays: New Years Day,

Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day or Boxing Day.

~~No collection shall be made on the following holidays which fall on a said collection day: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day or Boxing Day.~~

~~When a normal collection day falls on a holiday, the collection shall be made on an alternate date.~~

4.4 Waste Limits

(a) No owner, building owner or tenant shall exceed the waste limits established in Schedule "B".

4.5 No Collection

(a) The Town shall not operate a system for the collection and removal of any prohibited materials as set out in Schedules "E" and "F" to this by-law.

(b) No owner or building owner shall fail to provide a receptacle storage enclosure adequate to contain all of the waste described in Schedule "F" or to arrange for disposal of such waste by the owner or a consignee at the expense of the owner or consignee.

(c) No owner or building owner shall place waste, described in subsection (1), at the curbside or other designated point of collection unless otherwise permitted by the Waste Management Coordinator.

(d) No owner or building owner shall fail to comply with all necessary and applicable requirements set out in Schedules "A", "B", "C", "D", "E" and "F" to ensure provision of the Town's collection services.

4.6 Fees Associated with Waste Collection

4.6.1 Fees for Waste Collection

(a) ~~The owner or occupant of each separately assessed parcel of land property unit that uses the Town's residential waste collection system shall pay a Garbage waste collection fee Fee -as set out in the User Fees and Charges by-law and in accordance with the policies as set-out in this By-law.~~

(a)(b) ~~The owner of each ICI property unit utilizing the Town's blue box material collection system shall pay a Recycling & Collection Fee (ICI) as set out in the User Fees and Charges by-law and in accordance with the policies as set-out in this By-law.~~

(c) All fees and charges, which are in arrears, levied under the User Fees and Charges by-law shall be subject to a monthly interest charge.

4.6.2 Fees for Excess Bag Collection

- (a) Any owner or occupant that wishes dispose of garbage in excess of the Town's garbage bag limit as set out in "Schedule "B" shall purchase a ~~'bag~~ Bag tag' Tag' to be placed on the excess garbage bag for collection, removal and disposal and shall pay the fee described in the User Fees and Charges By-law.

4.7 Approved Container Types

- (a) Approved containers for garbage and recycling blue box material collection are those containers as set out in Schedule "C".
- (b) The Town shall provision supply of approved blue box containers to only ICI source locations as required in accordance with this by-law. ~~is the sole responsibility of the owner or building owner.~~
- ~~(1) Any person(s) ICI source locations~~ that require more than two (2) approved blue boxes shall pay the fee described in the User Fees and Charges By-law. ~~;~~

4.8 Container Standards

- (a) No owner, occupant or building owner shall set out a receptacle or container for collection that:
- i. is not an approved container;
 - ii. is unsightly to the neighbouring environment;
 - iii. emits a foul or offensive odour;
 - iv. cannot be closed tightly;
 - v. harbours or attracts rats, other vermin or insects;
 - vi. contains waste that falls out of or protrudes from it; or
 - vii. is unclean or unsanitary.
- ~~a. is damaged to the extent that it is unsafe to maneuver.~~
- ~~Damaged or stolen blue boxes shall be replaced by the municipality. Damaged or~~ stolen blue boxes shall be replaced by the municipality to only ICI source locations.

5.0 Preparation of Waste

5.1 Waste Preparation

- (a) No owner, occupant or building owner shall fail to separate all ~~recyclable-blue~~ box materials and leaf & yard waste from garbage.
- (b) No owner, occupant or building owner shall fail to place the recyclable materials, leaf & yard waste and garbage items in the approved container at the collection location.
- (c) The Town reserves the right to refuse, or to collect or accept ~~Garbage-garbage~~ if it contains ~~recyclables~~ blue box materials, leaf & yard waste, hazardous waste, electronic waste, or any other items as set out in Schedule "F" to this by-law.
- (d) No owner, occupant or building owner shall place wet waste at a collection location unless it has been drained, wrapped in absorbent material such as dry paper, and placed in a leak-proof container or bag prior to placement in an approved container.

5.2 Ash Preparation

- (a) No owner, occupant or building owner shall place ashes, for collection, unless the ashes are:
 - i. Cold;
 - ii. Placed in a sealed non-returnable plastic bag; and
 - iii. Separated from flammable waste.

5.3 Sharps

- (a) No owner, occupant or building owner shall place sharps or syringes for curbside collection.

5.4 Animal Waste

~~(a) No owner, occupant or building owner shall dispose of feces of a domestic animal in the waste collection system and such feces shall be flushed in wastewater collection systems, whenever possible.~~

~~(b)~~(a) Despite the foregoing, ~~a~~An owner, occupant or building owner may dispose of feces of a domestic animal in the waste collection system, provided that the feces:

- i. Is wrapped in absorbent material;
- ii. Is placed in a sealed leak proof bag; and
- iii. Is put out in small quantities of not more than 10% by volume of a rigid container or non-returnable plastic garbage bag.

5.5 Vacuum and Similar Material

- (a) No owner, occupant or building owner shall fail to place sawdust, floor sweepings, contents of vacuums and similar materials in a sealed non-returnable plastic garbage bag at a collection location with residential/non-residential waste.

5.6 Whitegoods, Furniture, Mattresses, Carpets, Automotive Parts, Electronic Waste, Household Hazardous Waste (HHW), and Similar Material

- (a) No owner, occupant or building owner shall place white goods, furniture, mattresses, carpets, automotive parts, electronic waste, HHW or any other similar materials at the curbside for collection.
- (b) Owner, occupants and building owners shall make their own arrangements for the removal and disposal of white goods, furniture, mattresses, carpets, automotive parts, electronic waste and HHW.

5.7 General Prohibition on Certain Items for Collections

- (a) No owner, occupant or building owner shall place or permit the items set out in Schedule "F" for collection.

5.8 Source Separation Curbside Collection Obligations

- (a) No owner shall fail to ensure that blue box recyclable materials as set out in Schedule "D" are separated from residential/ non-residential residential wastewaste, placed in an approved blue box(es) container and placed out for collection on the prescribed day.
- (b) The Town reserves the right to refuse, or to collect or accept Garbage-garbage if it contains recyclables blue box materials, as set out in Schedule "D" to this by-law.

5.9 Source Separation of Leaf & Yard Waste

- (a) No owner, occupant or building owner shall fail to separate leaf & yard waste from residential waste at the collection location.
- (b) No owner, occupant or building owner shall place leaf & yard waste at the collection location unless:
- i. cuttings from trees and shrubs are less than 1.5 inches in diameter and are tied in bundles using compostable or biodegradable string;
 - ii. loose leaf & yard waste is:
 - a. placed in biodegradable paper bags
 - b. placed in returnable approved containers

6.0 Collection

6.1 Time of Collection

~~(a)~~ No owner, building owner or tenant shall fail to place residential ~~waste/ non-residential waste~~, ~~recyclable blue box materials~~, leaf & yard waste at the collection location after 7:30 am on the day of collection but not earlier than 7:00 pm on the previous evening.

~~(b)(a)~~

~~(e)(b)~~ Notwithstanding section (a) above, the following applies to properties in the downtown core with frontage on the streets listed in Column 1 of Table 1 below and as outlined in Schedule H.

Table 1 – Downtown Core Collection Zone

Column 1: Street	Column 2: From	Column 3: To
Madawaska Street	Daniel Street North	Elgin Street
Elgin Street	Daniel Street North	Madawaska Street
Harriet Street	Elgin Street	Madawaska Street
John Street	William Street	Madawaska Street
Rock Lane	Daniel Street North	Municipal Parking Lot
McGonigal Street	Daniel Street North	Hugh Street
Hugh Street	Elgin Street	St. Johns Way
Daniel Street	William Street	Madawaska Street

~~(d)(c)~~ No owner, building owner or tenant shall place residential/ ~~non-residential~~ waste, ~~recyclable blue box materials~~, leaf & yard waste at the collection locations indicated in the Table 1 after 9:30 am on the day of collection or earlier than 7:00 pm on the previous evening.

~~(1) For Residential dwellings, multi-tenant residential building and non-residential buildings eligible for curbside collection which front onto a public street, all items to be collected shall be out at one (1) collection location, at ground level as close as possible to the curb or travelled roadway and where the curb forms part of the sidewalk, as close as possible to the owner's, occupant's, or building owner's side of the sidewalk, so as not to impede or obstruct pedestrian or vehicular traffic or maintenance operations.~~

(e) Items placed out to be collected at the collection location that are not removed on the day of collection due to owners, occupants or buildings owners not following the standards as set out in this by-law must be removed from the collection location by 10:00 pm on the day of collection.

~~(f)~~(d) _____

6.2 Curbside Collection Standards

- (a) For Residential dwellings, multi-tenant residential building and non-residential buildings eligible for curbside collection which front onto a public street, all items to be collected shall be out at one (1) collection location, at ground level as close as possible to the curb or travelled roadway and where the curb forms part of the sidewalk, as close as possible to the owner's, occupant's, or building owner's side of the sidewalk, so as not to impede or obstruct pedestrian or vehicular traffic or maintenance operations.
- (b) During winter months, no owner, occupant or building owner shall place items to be collected behind, on top or within the side of snow banks.
- (c) Items placed out to be collected shall be placed at the collection location by 7:30 am on the day of collection.
- (d) Items placed out to be collected at the collection location shall not be placed at the collection location prior to 7:00 pm on the day before collection.
- (e) Items placed out to be collected at the collection location that are not removed on the day of collection due to owners, occupants or buildings owners not following the standards as set out in this by-law must be removed from the collection location by 10:00 pm on the day of collection.
- (f) Despite Section C above, residential dwellings, multi-tenant residential building and non-residential buildings located in the Commercial Core Area, as described in the Table 1 of "Time of Collection", shall be placed at the collection location by 9:30 am on the day of collection.

Storage Area Collection Standards

- ~~(1) Where multi-tenant and non-residential building owners provide a garbage bin, garbage storage enclosure or shed for tenants to store garbage or recyclables, the owner must ensure:~~
 - ~~a. the Town's contractor can safely stop at the property or drive onto the private property to collect items;~~
 - ~~b. bin, shed or enclosure are constructed in accordance with other municipal by-laws and meet building safety and fire codes;~~
 - ~~c. the bin, shed or enclosure is open and/or unlocked by 7:30 am on the day of collection;~~

- ~~d. items stored in bin, shed or enclosure must be contained within an approved bag or container as set forth in Schedule "C". Loose and prohibited items as set forth in "Schedule F" and will not be collected from bin, shed or enclosure;~~
 - ~~e. appropriate maintenance is provided so not to permit illegal dumping, danger to person(s) or provide access to animals;~~
 - ~~f. that hornet, wasp and bee nests are removed promptly at the expense of the building owner; and~~
 - ~~g. the interior of the bin, shed or enclosure is maintained in a sanitary condition to eliminate slipping or tripping hazards, reduce odour and reduce existence of rodents and insects.~~
- ~~(2) If deemed a hazard or unsanitary, the Waste Management Coordinator shall notify the building owner of necessary changes prior to waste items being removed from the property.~~

6.3 Access

- (a) No owner, building owner or tenant shall fail to maintain an access to the collection location on the day of collection that,
 - i. convenient and unimpeded; and
 - ii. of sufficient dimensions to enable the Town or its contractor to collect items pursuant to this by-law within the collection vehicle.
- (b) Despite Section A of this section, where collection cannot be made from the prescribe collection location, residential/non-residential waste, blue box materials and leaf & yard waste to be collected shall be placed at a collection location mutually agreed upon between the Town, the Town's contractor and/or the owner, building owner or tenant. Extra charges incurred for this service shall be paid by the owner or building owner under an agreement to be entered into by the owner or building owner and the Town's contractor.

6.4 Temporary Collection Location

- (a) When curbside collection is disrupted due to ~~development~~ construction or when access to the collection location is blocked, it is the responsibility of the ~~developer or developer's contractor~~ Town to:
 - ~~a. notify the Waste Management Coordinator of the potential disruption or lack of access and the time of such disruption or lack of access is expected to last; and~~
 - i. place the residential ~~/l~~ waste, non-residential waste, ~~recyclables~~ blue box materials or leaf & yard waste at an alternate temporary collection located ~~at the developer or developer's contractor's expense.~~

6.5 Failure to Remove Containers and Uncollected Waste

- (a) No owner, building owner or tenant shall fail to remove or return any empty reusable containers to the owner's private property prior to midnight on the day of collection; and
- (b) No owner, building owner or tenant shall fail to remove non-compliant and uncollected waste from public property before 8:10:00 pm on the day of collection.

6.6 Failure to Maintain the Collection Location

- (a) No owner, building owner or tenant shall fail to ensure that the collection location is maintained in a safe and clean manner at all times.

6.7 Containment of Waste and Recyclables Blue Box Materials

- (a) No owner, building owner or tenant shall permit any waste to be scattered from the collection location.

6.8 Removal of Frozen Waste

- (a) No owner, building owner or tenant shall fail to remove items set out for collection which have become frozen, stuck to the container or ground and cannot be removed by shaking at the time of collection.

7.0 Arnprior Waste Disposal Site

7.1 Waste Disposal Site

The Town shall operate a solid waste disposal site and composting site, named as the Arnprior Waste Disposal Site (AWDS) at 658 River Road, in accordance with its Environmental Compliance Approval (ECA) as amended from time to time and in accordance with the provisions of this part.

7.2 Waste Management Coordinator

- (a) The Arnprior Waste Disposal Site AWDS shall be maintained and operated under the direction and the responsibility of the Waste Management Coordinator and shall be operated in conformity with all applicable regulations of the Environmental Protection Act and of any other applicable laws or regulations of Ontario and of Canada.
- (b) The provisions of this shall be administered and enforced by the Waste Management Coordinator.

7.3 Fees and Free Landfill Vouchers

The Town may prescribe fees and charges for the use of the AWDS and waste diversion program provided at the ~~Arnprior Waste Disposal Site~~AWDS and provide for terms of payment thereof and the Town prescribes the fees and charges set forth in the User Fees and Charges By-law.

7.3.1 Annual Fees

(a) All property units in The Town of Arnprior shall pay a Landfill Management Fee as set out in the User Fees and Charges by-law and in accordance with the policies as set out in this By-law.

7.3.2 Tipping Fees

(b) Landfill Tipping Fees shall be charged in accordance with the User Fees and Charges by-law, with Arnprior residents to be charged the Resident Fee, and McNab/Braeside residents to be charged the Non-resident Fees.

7.3.3 Landfill Voucher

~~(1)~~(2) The Town shall issue one (1) free Landfill ~~pass or~~ voucher to residential Arnprior property units owners per year. The terms and conditions of the free Landfill ~~pass or~~ voucher are set forth in section (i) – (viii) below.

- i. ~~One (1) free Landfill pass or voucher is available per Arnprior residential unit per year.~~ Only the owner of the property can claim this voucher.
- ii. The free Landfill ~~pass or~~ voucher shall allow a residential property unit owner to take a passenger car, mini-van or a ½ ton truck load, or single-axle trailer of waste to the LandfillAWDS.
- iii. The free Landfill ~~pass or~~ voucher shall be valid from January 1st to December 31st of ~~each year~~the year it is issued.
- iv. The free Landfill ~~pass or~~ voucher shall be issued by the Corporation of the Town of Arnprior.
- v. Proper identification matching the name and address on the free Landfill vouchers must be provided at the time of redemption.
- vi. The free Landfill vouchers cannot be credited towards payment for a paid voucher of greater value.
- vii. Waste must be separated properly for acceptance. Loads for landfilling that are mixed with recyclables, e-waste, leaf and yard waste and other waste that must be diverted will be refused.
- viii. The Waste Management Coordinator/Landfill Site Attendant reserves the right to refuse a free landfill ~~pass or~~ voucher.

7.4 Compacted Waste Loads

(a) All compacted wastes entering the ~~Arnprior Waste Disposal Site~~ AWDS shall pay 2 times (2x) the standard tipping fee for un-compacted wastes. Compacted waste includes those waste compacted at their place of origin or those waste arriving within a 'packer' style vehicle. Alternatively, packer loads may choose to provide a scale slip and pay the current tonnage rate as defined in 'Schedule F' of the User Fees and Charges Bylaw.

7.5 Hours of Operation

~~(a)~~ The ~~Arnprior Waste Disposal Site~~ AWDS shall be open to the public at times determined by the Waste Management Coordinator ~~or Council~~.

~~(b)~~(a) _____

7.6 Principles of Engineering

(a) The Waste Management Coordinator shall utilize the principles of engineering in the landfill site to confine waste to the smallest practical area and to cover the waste with a layer of suitable cover material as frequently as stipulated in the applicable Environmental Compliance Approval or that may be necessary in order to ensure that nuisances or dangers to human health, public safety or the environment are not created by the unloading or disposing of waste.

7.7 Use of Landfill and Liability Exclusion

(a) A person operating a vehicle carrying waste intending to deliver the said waste to the ~~Arnprior Waste Disposal Site~~ AWDS shall ensure that the vehicle load is properly secured and covered with a tarp, if necessary to prevent littering along the roads and at the landfill, prior to unloading, depositing or disposing of waste.

(b) No person unloading, depositing or disposing of waste at the ~~Arnprior Landfill Site~~ AWDS shall fail to unload, deposit, or dispose of the waste so as to confine the waste to the smallest possible area.

~~(c)~~ Any person entering upon the ~~Arnprior Waste Disposal Site~~ AWDS does so at his/her own risk and he/she and the owner of any vehicle brought upon such facility shall save the Town harmless from any damages or claims whatsoever to themselves or their property or to any other person or property whatsoever arising from such person's negligence or otherwise.

~~(d)~~(c) _____

7.8 Prohibition and Offences

(a) No person at the AWDS shall ~~at the Arnprior Waste Disposal Site~~:

- i. drive a packer vehicle with a load or partial load of waste unless the rear end is closed and the open hopper is empty;
- ii. enter or unload waste at the Landfill-AWDS without obtaining the appropriate Landfill-landfill pass voucher and paying the applicable fee, if necessary;

- iii. unload any vehicle that is carrying waste in any area of the ~~Arnprior Waste Disposal Site~~AWDS without the prior approval of the Landfill Site Attendant and/or Waste Management Coordinator, whose decision shall be final and binding;
- iv. unload any waste in an area of the Landfill not designated by the Waste Management Coordinator as being suitable for the reception of such waste, and in particular shall not deposit waste at a gate or entrance at the Landfill;
- v. deposit or abandon any derelict or inoperative motor vehicle in any area of the ~~Arnprior Waste Disposal Site~~AWDS;
- vi. unload or deposit waste in any part other than in the designated fill area;
- vii. neglect or refuse to provide proof of the origin of the waste tendered for disposal when such is demanded; a declaration of haulage must be received from all waste hauler/ contractor;
- viii. unless authorized by the Waste Management Coordinator, pick-over, scavenge, salvage, incinerate, remove, burn or scatter waste in any area of the ~~Landfill~~landfill;
- ix. enter by vehicle or on foot during those hours when the ~~Arnprior Waste Disposal Site~~AWDS is not open to the public;
 - ~~a. unload or deposit contaminated waste or soils at the Landfill prior to providing appropriate laboratory analysis and obtaining permission from the Waste Management Coordinator;~~
- x. unload or deposit waste prior to seeing the Landfill ~~Site a~~Attendant for direction and providing the Landfill ~~Site a~~Attendant with the required ~~Landfill pass~~voucher; and
- xi. neglect to sort waste, or use waste diversion programs in an appropriate manner as dictated by the Landfill ~~Site a~~Attendant.

7.9 Prohibited Materials

- (a) No person shall deposit at the ~~Arnprior Waste Disposal Site~~AWDS
 - i. Sludge from septic tanks or septage;
 - ii. Highly flammable or volatile substances;
 - iii. The carcass of any dog, cat, fowl or other creature ~~or part thereof save~~ with the exception of normal and bona fide kitchen waste;
 - iv. Hauled sewage (excluding dewatered sludge, dried incinerated sludge and grits and screenings);

- v. Sewage, human or animal excrement, with the exception of animal excrement which has been properly packaged in a closed container such as a plastic bag with the open end tied off;
 - vi. Explosive material;
 - vii. Drugs or dangerous chemical waste;
 - viii. Pathological waste unless said waste has been decontaminated;
 - ix. Liquid waste;
 - x. Any dangerous and hazardous materials such as poisons, hot live ashes, caustics, acids, pesticides, herbicides, radioactive materials, industrial process sludge, biomedical waste which has not been decontaminated, substance which may cause personal or environmental issues;
 - ~~xi. — electronic waste, unless deposited in the appropriate bin(s);~~
 - ~~xii. — tires, unless deposited in the appropriate set-out area;~~
 - ~~xiii. — scrap metal, unless deposited in the appropriate bin(s);~~
 - ~~xiv. — white goods, unless deposited in the appropriate bin(s);~~
 - ~~xv. — wood waste, unless deposited in the appropriate set-out area;~~
 - ~~xvi. — brush, unless deposited in the appropriate set-out area;~~
 - ~~xvii. — leaf & yard waste, unless deposited in the appropriate composting area; or~~
 - ~~xviii-xi. — live animals or birds; or~~
 - ~~xii. — Large quantities Waste generated as a result of construction/, demolition or renovation operations waste, including but not limited to plaster, wood, drywall, masonry and tile, bricks, wood, windows and window glass, shingles, insulation, with the exception of those materials which, in the opinion of the town, would normally accumulate at a dwelling;~~
 - ~~a. Despite a(xiii), small quantities of construction/demolition waste is accepted as long as the material is properly packaged and free of any protruding nails or screws. unless deposited in the appropriate set-out area.~~
- (b) No person shall unload or dispose of waste at the ~~Arnprior Waste Disposal Site~~ AWDS during the hours when the Landfill is closed.
- ~~(c)~~ The Town reserves the right to refuse, or accept waste at the ~~Arnprior Waste Disposal Site~~ AWDS if it contains ~~recyclables~~ blue box materials, leaf & yard waste, hazardous waste, electronic waste, construction, demolition, renovation waste, or any other items as stated by the Town.

7.10 Excess Soil

(a) No person shall unload, dispose or deposit any excess soil greater than 10m³ and/or in accordance with O.Reg. 406/19.

7.407.11 Asbestos Designated Substance

(a) No person shall unload, dispose or deposit designated substances (including but not limited to asbestos, lead and silica) materials, including those contained within materials generated by construction, demolition or renovation activities at the AWDS.

(b) Appropriate laboratory analysis must be provided to obtain permission from the Waste Management Coordinator.

7.417.12 Refusal Rights

(a) The Town reserves the right to refuse or to accept for disposal any material of a questionable nature or origin.

(b) Notwithstanding subsection (1), under special or emergency conditions, the Waste Management Coordinator may accept waste which has been approved by the Ministry of the Environment, Conservation and Parks.

8.0 Enforcement

8.1 Enforcement

(a) The administration and enforcement of this by-law shall be pursuant to the provisions of this by-law.

8.2 Right of Entry

(a) By receiving waste collection by the Town or the Town's contractor, the owner or building owner is deemed to grant access, to the private property including a collection location, to Municipal By-Law Enforcement Officers for the purposes of enforcing this by-law.

8.3 Prohibition

(a) No person shall collect waste or recyclables-blue box materials unless authorized by the Town.

(b) No person shall break, damage or remove any approved container or the cover thereof.

(c) No person shall deposit waste in an approved container not belonging to that person.

(d) No person shall deposit waste at a collection location, other than their own collection location.

8.4 Prohibition Against Scavenging

- (a) No person, unless authorized by the Town, shall scavenge any waste or recyclables/blue box material that have been placed out for curbside collection.
~~(1) Subsection (1) does not apply to the removal of loose, uncontained items such as bulky items, furniture and similar items.~~
- (b) No person shall interfere, pick-over, remove or scatter any waste that has been placed out for collection.

8.5 Prohibition Against Moving Waste Onto Other Properties

- (a) No person shall place waste on any property other than the property upon which it is generated or produced unless:
- i. permission has been obtained from the Town, owner or building owner thus inconvenienced; and
 - ii. the waste is located on the property so as not to cause a public nuisance or a nuisance to the adjacent owner.
- (b) Owners and building owners who fail to remove uncollected waste from public property or the collection location shall be notified in writing by the Town that the Town may remove such waste at the owner's or building owner's expense.

8.6 Town Action

Where an owner or building owner sets out waste for collection which is not in compliance with this by-law, the Town may collect such waste at the owner's or building owner's expense, suspend waste collection or take other enforcement action.

8.7 Recovery of Town Costs

- (a) All costs incurred, including expenses of the Town for the removal of the waste, shall be paid by the owner or building owner by the due date set on the written invoice setting out the costs incurred by the Town, otherwise the debt will be deemed to be in arrears and may be recovered in a like manner as municipal taxes.

8.8 Disposal of Unacceptable Material

- (a) A person who disposes of or deposits unacceptable material at the AWDS shall be responsible for its immediate removal and clean up as well as the payment of any and all associated fines imposed by the Ministry of the Environment, Conservation and Parks.

8.9 Penalty

- (a) Any person who contravenes any provision of this by-law is guilty of an offence and upon conviction thereof is liable to a fine of not more than \$10,000.00 for a first offence and \$25,000.00 for any subsequent offence, except that where a

corporation is convicted of an offence the maximum penalties shall be \$50,000.00 for the first offence and \$100,000.00 for any subsequent offence.

- (b) When a person has been convicted of an offence under this by-law, the Ontario Court of Justice, or any court of competent jurisdiction thereafter, may, in addition to any penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.

8.10 Notice of Violation

- (a) An officer who finds that a property does not conform with this by-law may, where the officer considers it appropriate in the circumstances to seek compliance, make a notice of violation, in a form and manner similar to an order, which provides the following information:
- i. the municipal address of the legal description of the property;
 - ii. the reasonable particulars of the corrections to be made;
 - iii. the time for complying with the terms and conditions of the notice; and
 - iv. setting a date before which the officer must be contacted to a set meeting to review the requirements and terms of the notice with the officer, and indicating that failure to contact the officer to set the meeting would be deemed to be refusal to meet.
- (b) The notice shall be served on the owner of the property and such other persons affected by it as the officer determines.
- (c) At any time, the officer may:
- i. rescind the notice of violation;
 - ii. extend the time for compliance with the notice of violation;
 - iii. modify the requirements of the notice of violation; or
 - iv. abandon the notice of violation and seek resolution by way of an order.
- (d) A notice of violation is not enforceable.
- (e) A notice of violation may be introduced in evidence in like manner as an order.

Schedule A: Collection Service for Residential and Non-Residential

Garbage

- (a) Garbage will be collected from participating ~~residential and non-residential establishments~~property units on Wednesday during weekly garbage collection.
- ~~(b) Garbage will not be collected on Sundays or Holidays.~~

Recycling**Blue Box Materials**

- (a) Blue box materials are collected from participating ICI source locations every other week, and collection occurs on Monday, Tuesday, Thursday and Friday, based upon the collection location which is depicted on the Town's recycling collection map

~~Recyclables are collected from participating residential and non-residential establishments every other week.~~

~~Recyclables are collected every other week, and collection occurs on Monday, Tuesday, Thursday and Friday, based upon the collection location which is depicted on the Town's recycling collection map.~~

Leaf & Yard Waste

- (a) Leaf & Yard waste is collected from participating ~~residential and non-residential establishments~~property units on a bi-annual basis.

Schedule B: Waste Limits

Garbage

- (a) Participating ~~residential and non-residential establishments~~ property units may place ~~for waste collection at the collection location~~ two (2) approved bags/containers of waste every week.
- (b) If additional containers or bags are to be set out for collection and disposal, the extra container or bags (exceeding two) must be tagged with a 'bag tag' which may be purchased at Town Hall and other municipal locations. Large items are not able to be tagged for disposal.
- (c) The maximum weight of each bag or container is 50lbs (22.7 kg).
- (d) Garbage must be contained within an approved container.
- (e) Large items or bulky items will not be collected at the curbside. These items must be transported to the Landfill and tipping fees apply.

Recycling Blue Box Materials

- (a) The number of ~~recyclables~~ blue box materials allowed to be placed at the collection location for collection is unlimited in number.
- (b) ~~Blue box materials~~ recyclables must be contained within an approved container.

Leaf & Yard Waste

- (a) The number of leaf & yard waste allowed to be placed at the collection location for collection is unlimited in number.
- (b) Leaf & Yard Waste must be contained within an approved container.

Schedule C: Approved Containers

Garbage

- (a) A curbside plastic or metal container used to contain waste to be picked-up for collection shall:
 - i. not exceed approximately 67 L;
 - ii. not exceed a maximum weight of 50lbs (22.7kg);
 - iii. possess a watertight lid which is separate from the container;
 - iv. possess handles for lifting; and
 - v. be free of bungee cords or rope.
- (b) A plastic garbage bag used to contain waste to be picked-up for collection shall:
 - i. not exceed approximately 26" inches by 32" inches;
 - ii. not exceed a maximum weight of 50lbs (22.7 kg); and
 - iii. be securely closed or tied at the opening.
- (c) If a curbside plastic garbage bag, plastic or metal container exceeds the size limits in subsections 1 and 2, the waste placed out in garbage bags or in a container shall be collected at the Town's or the Town's contractor's discretion. The Town or the Town's contractor will attempt to remove the equivalent value of waste from an oversize container, that would have otherwise been collected from approved containers.

Recycling Blue Box Materials (ICI Only)

- (a) A one-time entitlement of two (2) free blue boxes will be provided to every ~~home owner or~~ building owner (supplied by the Town).
- (b) Free Blue Boxes are offered to new ~~home or~~ building owners who have not previously received blue boxes.
- (c) New ~~home~~ owners may pick up their two (2) free blue box containers with proof of new ~~home~~ ownership.
- (d) Damaged blue boxes shall be replaced by the municipality for free. Damaged blue boxes must be exchanged at the time the replacement bin is collected.
- (e) Stolen blue boxes shall be replaced by the municipality for free once per five (5) year period.
- (f) Free containers are only available for pick-up by owners. Free containers are not available to tenants/renters.
- (g) Additional blue boxes are available for purchase at Town Hall.
- (h) An approved curbside recycling container ranges in size from 45 L to 65 L, or as purchased from the Town.
- ~~(i) Containers used to contain recyclables for collection shall be in comparable size to the blue boxes available at Town Hall.~~
- ~~(j)~~(i) Containers must be free of any lid, rope or bungee cord.
- ~~(k)~~ Recyclable materials will not be accepted if contained within clear or coloured plastic bags.
 - i. ~~Despite subsection 40(k),~~ shredded office paper only will be accepted in clear plastic bags.

Leaf & Yard Waste

- (a) Leaf & Yard Waste shall be contained within a biodegradable paper bag and shall:
 - i. not be more than point nine (0.9) m and not less than point eight five (0.85) m in height;
 - ii. not be more than point four one (0.41) m and not less than point three seven (0.37) m in width;
 - iii. not be more than point three one (0.31) m and not less than point two seven (0.27) m in depth;
 - iv. be securely closed and weigh no more than fifteen (15) kg when full; and
 - v. be non returnable.
- (b) Notwithstanding item (1), Leaf & Yard Waste can also be placed in a returnable container, not exceeding 50lbs (22.7kg).
- (c) Small branches, if not placed within a biodegradable paper bag and less than 15" inches in diameter shall be bundled with biodegradable string.
- (d) Plastic bags or plastic-like biodegradable leaf & yard waste bags will not be accepted.

Schedule D: Acceptable Blue Box Materials

Fibre Materials

- ~~(a) Newspaper;~~
- (a) Corrugated cardboard;
- (b) Magazines, ~~and catalogues and telephone books;~~
- (c) Boxboard – cereal, detergent, tissue boxes (remove plastic film), greeting cards (foil decorated cards not accepted)
- (d) Paper – bags, cups, egg cartons, newspapers, flyers, envelopes, gift wrapping tissue paper, magazines, office paper, phone books, junk mail, books where hardcovers have been removed;
- (e) Clean Pizza Boxes; remove the liner (if used), if bottom is dirty, tear apart the box and place the bottom in the garbage and clean top in the blue bin; and:
- ~~(c)(f) Shredded paper (in clear plastic bag)~~
- ~~(b) Telephone books;~~
- ~~(c) Brochures and flyers;~~
- ~~(d) Kraft bags;~~
- ~~(e) Egg cartons; and~~
- ~~(f) Fine paper, office paper and other clear paper packaging.~~

Comingled Box Materials

Food and Beverage Containers that are accepted:

- (a) Cartons (gable tops) – milk and juice cartons and boxes (remove straws), tetra packs
- (b) Aluminum – cans, foil, containers, clean pie plates (no foil fused with paper, wax, or plastic)
- (c) Plastic – bottles, jugs, tubs, lids (stamped with plastic codes #1- #7)
- ~~(a)(d) Glass – clear glass bottles and jars~~Clear and coloured glass jars and bottles;
- ~~(a) Metal food and beverage cans;~~
- ~~(b) Aluminum foil (not accepted if fused with paper or plastic);~~
- ~~(c) Waxboard and Gable top cartons;~~
- ~~(b)(e) Empty metal paint cans, dry, lids off; and~~
- ~~(d) Plastic containers, tubs, lids, bottles and jugs (#1 – #7);~~
- ~~(e) Tetra paks;~~
- ~~(c)(f) Empty aerosol cans.~~
- ~~(f) Plastic grocery, bread, milk and carrot bags (#1 – #7); and Styrofoam (white only).~~

Schedule E: Prohibited Materials for Recyclable Materials Collection

Prohibited Materials

- (a) Ceramics;
- (b) Window panes;
- (c) Mirrors;
- (d) Light bulbs and fluorescent tubes;
- (e) Dishware;
- (f) Drinking glasses & cups;
- (g) Pots and pans;
- (h) Utensils;
- (i) Toys;
- (j) Caulking tubes;
- (k) Sharps, needles and syringes;
- (l) Glass stem pipes;
- (m) Chip bags;
- (n) Plastic film from cereal or cookie boxes;
- (o) Construction paper;
- (p) Household hazardous waste;
- (q) Carbon paper;
- (r) Wood;
- (s) Textiles;
- (t) Oil containers; and
- (u) Hardcover novels.

Schedule F: Prohibited Materials for Waste Material Collection

Prohibited materials for collection include:

- (a) Explosive or highly combustible materials such as oil-soaked or gasoline-soaked rags, ignited ashes, or other waste capable of starting fires;
- (b) Waste generated as a result of construction, demolition or renovation operations, including but not limited to plaster, wood, drywall, masonry and tile, bricks, wood, windows, shingles, insulation, with the exception of those materials which, in the opinion of the Town, would normally accumulate at a dwelling;
- (c) Concrete, cinder blocks, paving stones, asphalt;
- (d) Industrial, commercial and institutional waste;
- (e) Swill, liquid waste or organic matter, which has not been drained;
- (f) Pathological waste;
- (g) Hay, straw, manure or excrement;
- ~~(h) Feces of any dog, cat or fowl unless packaged;~~
- ~~(i)(h)~~ Carcasses or parts thereof of any animal with the exception of normal and bone fide kitchen waste;
- ~~(j)(i)~~ Imported waste;
- ~~(k)(j)~~ Soil, earth, stone, boulders, trees, tree stumps, tree trunks, firewood and tree cuttings;
- ~~(l)(k)~~ Hazardous waste;
- ~~(m)(l)~~ Household hazardous waste materials;
- ~~(n)(m)~~ Any waste that does not originate from its place of collection;
- ~~(o)(n)~~ Any other material which may be classed as a "designated substance" pursuant to the *Occupational Health and Safety Act*;
- ~~(p)(o)~~ Liquids including motor oils and gases;
- ~~(q)(p)~~ Caustics and acids;
- ~~(r)(q)~~ Radioactive material;
- ~~(s)(r)~~ Septic tank pumping, raw sewage and sludge;
- ~~(t)(s)~~ Contents of cesspools and outdoor latrines;
- ~~(u)(t)~~ Stock and by-products of wholesale or retail or of any industrial or commercial process;
- ~~(v)(u)~~ White goods;
- ~~(w)(v)~~ Recyclables;
- ~~(x)(w)~~ Tires;
- ~~(y)(x)~~ Railway ties;
- ~~(z)(y)~~ Wooden pallets;
- ~~(aa)(z)~~ Electronic waste (TVs, computers, printers and ink cartridges, telephones, stereos, monitors, cameras, etc.)
- ~~(bb)(aa)~~ Automobile parts;
- ~~(cc)(bb)~~ Contents of grease traps;
- ~~(dd)(cc)~~ Aerosol containers; and
- ~~(ee)(dd)~~ Ammunition and weapons.

Schedule G: Landfill Hours of Operation

Hours of Operation

- (a) The Arnprior Waste Disposal Site is open:
 - i. Monday, Wednesday and Friday from 9:00 am until ~~3:30:00~~ pm
 - ii. Saturday from 9:00 am until 1:00 pm
- (b) The Arnprior Waste Disposal Site is closed:
 - i. Tuesday, Thursday, Sunday and Statutory Holidays

DRAFT

Schedule H: Town of Arnprior – Downtown Solid Waste Collection Area





Town of Arnprior Staff Report

Subject: Canada Mortgage Housing Corporation Housing Accelerator Fund Round 2 – Housing Action Plan

Report Number: 24-09-09-03

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

Department: Community Services Branch

Meeting Date: September 9, 2024

Recommendations:

That Council receive Staff Report No. 24-09-09-03 as information; and

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

Background

The Town of Arnprior is eligible to apply for funding through the federal Housing Accelerator Fund - Round 2 (HAF2).

Round 2 of the HAF program is only open to applicants who submitted an application under the first round and did not receive funding under the first round. The Town of Arnprior submitted an application for HAF Round 1 but did not receive funding. Applications for HAF2 are due by September 13, 2024.

Minimum requirements for HAF2 for the small urban application stream require applicants to develop a Housing Action Plan including five (5) initiatives. All initiatives should align with the 10 HAF best practices published by CMHC. Unlike HAF1, HAF2 initiatives cannot include infrastructure improvements. This change, along with more detailed and updated best practices, require some changes the Town of Arnprior Housing Action Plan prior to reapplying. HAF2 funding received above that required to implement the action plan initiatives can still be used towards housing related infrastructure improvements.

The purpose of this report is to provide members of Council with details on the initiatives that Town Staff have developed for the HAF2 application and to seek approval to proceed with the application. If successful, Council will be required to enter into a Contribution Agreement with Canada Mortgage Housing Corporation (CMHC) at the appropriate time and would need to provide periodic reports to CMHC in the form and timelines prescribed.

The HAF program was initially announced in the 2022 Federal Budget with \$4 billion in funding until 2026-27, with additional details released in March 2023. HAF2 was announced in 2024 with \$400 million in funds available.

The HAF is a federal incentive program administered by the Canada Mortgage and Housing Corporation (CMHC) that supports local governments in boosting housing supply. The HAF is intended to drive transformational change within the control of local governments regarding land use planning and development approvals. It also supports the development of complete, low carbon and climate-resilient communities which are affordable, inclusive, equitable and diverse.

Housing Accelerator Fund – Round 2, administered by the Canada Mortgage and Housing Corporation (CMHC), is an application-based program that opened on July 15, 2024, and closes September 13, 2024.

Housing Accelerator Fund Funding Criteria

The HAF Small/Rural/North/Indigenous stream includes local jurisdictions within Canada which have delegated authority over land use planning and development approvals with a population less than 10,000. To be eligible for incentive funding, applicants need to:

- Present an application, including an Action Plan outlining supply growth targets and specific initiatives to grow housing supply and speed up housing approvals. All Action Plans must be approved by elected Councils and include an attestation of the applicant's Chief Financial Officer on the viability of the Plan;
- Commit to a housing supply growth target within the Action Plan which increases the average annual rate of growth by at least 10%. The growth rate must also exceed 1.1%;
- Complete or update a housing needs assessment report; and
- Agree to follow the program's reporting requirements.

Action Plan Growth Target

The Action Plan must include projections for a 3-year period, ending December 31, 2027, for the total number of housing units projected with and without HAF. Estimated unit counts and supply growth targets are identified in Appendix 1.

Action Plan Initiatives

The Action Plan must include a minimum of five (5) initiatives which facilitate meeting the committed housing supply growth target and any additional targets set out by the municipality. A summarized list of proposed initiatives is provided in Appendix 2. The proposed initiatives would form the Town's Housing Action Plan and will be included in the Town's HAF2 application unless additional direction is provided by Council. If additional initiatives are identified before the application deadline, they may be included.

Through this report, staff are seeking Council's delegated authority to submit the Housing Action Plan, as outlined in this report, to CMHC. Should all or part of the application be approved, and funding awarded, the Town will enter into a contribution agreement with the CMHC for a period of four (4) years.

As part of the application preparation, staff have identified the following five eligible initiatives that meet the HAF program requirements (see the Housing Action Plan in Appendix 2 for additional details).

1. **End Exclusionary Zoning** by updating the Official Plan and Zoning By-law

Timeline: Year 1

2. **Increase Process Efficiency and Implementing Pre-approved Building Plans**

Timeline: Year 1

3. **Design and Implement Guidelines for Accessory Dwelling Unit Creation**

Timeline: Year 1

4. **Develop a grant program to encourage the development of accessory dwelling units.**

Timeline: Year 2

5. **Comprehensive review of development charges and the fee schedule to eliminate application and permit fees for priority housing types**

Timeline: Year 1

These initiatives reflect a balance between meeting the program's intent to drive transformational, lasting change to municipal programs and processes, and working within the funding formula, which requires new units to be created quickly (within 3 years) since the grant funding is based on the issuance of new residential permits issued for new dwelling units that would otherwise not have been constructed without HAF2.

Housing Needs Assessment

The Action Plan requires a Housing Needs Assessment to be submitted during the course of the HAF, if one is not already available. However, applicants who have recently completed an Assessment can request this requirement to be waived. The Town of Arnprior completed a Housing Needs Assessment which was received by Council September 25, 2023. Council passed a resolution to receive the report as information and to use it as a long-range planning tool to guide and inform future decisions.

Funding Methodology

Local governments can receive funding based on overall growth commitments and projected housing units that align with priority areas. Committed targets will be included in the Action Plan and reflected in the contribution agreement. There are three (3) components of the funding framework:

1. Base funding, of \$20,000 per incremental new unit, is designed to incentivize all types of supply across the housing spectrum. The per-unit amount will be multiplied by the number of HAF incented units.
2. Top-up funding, between \$7,000 - \$15,000 per incremental new unit, is designed to incent certain types of housing supply, including:
 - a. Multi-unit housing in close proximity to rapid transit (1.5 km from a rapid transit station);
 - b. Missing middle housing such as ground-oriented housing types which exist between single-detached and mid-rise apartments. This includes garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing and low-rise apartments (less than 4 storeys); and,
 - c. Other multi-unit housing excluding missing middle- and multi-unit housing in close proximity to rapid transit. There is no top-up funding available for single detached homes. The per-unit amount for each category will be multiplied by the associated number of HAF incented housing units.
3. An affordable housing bonus, \$19,000 per incremental affordable unit, is designed to reward an applicant that can increase its share of affordable housing units relative to the total projected permitted housing units with the support afforded by the HAF.

Based on the above funding methodology, each new dwelling above the baseline could be eligible for between \$20,000 and \$51,000 of funding. Table 1 below illustrates a sample funding scenario based on growth rates for the Town of Arnprior.

Table 1: Sample Funding Scenario	Number of Units
Housing Supply Target (Units with HAF)	480
Total Projected Units based on historical growth trends (Units without HAF)	- 324
Net HAF Incented Units	156

Funding Components	# of Units	Grant Per Unit	Total Grant
Base Funding	156	\$20,000	\$3,120,000
Top Up	46	\$7,000	\$322,000
Affordable Housing Bonus	10	\$19,000	\$475,000
Total HAF Grant Value			\$3,917,000

Initiatives within the HAF2 application will make tangible progress toward providing housing, advancing aligned projects which are underway or in development and piloting new approaches that could be scaled up in the future and build capacity within the Town to support additional work generated by the program. All initiatives will be municipally led with external assistance of consulting firms; however, there is a significant opportunity to promote partnerships and build capacity in the community and with other stakeholders.

If the Town of Arnprior is a successful recipient of the HAF2 program, staff will report back to Council on the outcome of the submission and will continue to report back on initiatives and workplan milestones as outlined in the attached Housing Action Plan (Appendix 2). It should also be noted that most, if not all, of the action plan items will require additional public consultation and Council input and approval prior to being approved and implemented. Should the application be refused by CMHC, there is no obligation to proceed with the Housing Action Plan initiatives.

Options:

Council could choose to not proceed with the HAF2 application, however, this is not recommended at this time due to the potential benefits of a successful application as outlined within the report.

Policy Considerations:

If successful, HAF2 funding would support the enhancement of the Town’s Planning Policy Framework through amendments to the Official Plan and Zoning By-law, as well as delegated authority for Planning Applications.

Financial Considerations:

If successful, there will be a total of four (4) advances of 25% of the total approved funding with one advance planned for each year of the program. The first funding will be advanced when the contribution agreement is signed. There is no requirement of matching funding from the Town. Funding advancements in the first three (3) years are based on progress on the Action Plan initiatives and commitments. The final funding advancement will be tied to the housing supply growth target and any other established targets in the Action Plan. Changes to the Action Plan initiatives during the course of the HAF2 program could impact funding.

Funding through HAF2 can be used in support of housing under any of the following four (4) categories: - Investments in Housing Accelerator Fund Action Plans; - Investments in Affordable Housing; - Investments in Housing-related Infrastructure; and - Investments in Community-Related Infrastructure that supports housing.

As part of the application an estimate of how much of the funding will be allocated to each of the four categories is required. Staff have estimated the costs of implementing the initiatives and are recommending the following allocation of funds, should the Town of Arnprior be successful in securing HAF2 funding:

Table 2: Proposed Allocation of HAF2 funding

Permitted uses of HAF2 funding	Estimated percent of total funding allocated	Notes
Investments in Housing Accelerator Fund Action Plans	20%	This represents the estimated cost of implementing the action plan initiatives proposed, including funding for the proposed grant program
Investments in Affordable Housing	0%	
Investments in Housing-related Infrastructure	80%	This represents the remaining funding. The water and wastewater master plan identified several projects required to be undertaken to support continued housing growth with the Town of Arnprior. If successful HAF2 funding would be used to speed up the planned timeline for these projects to support additional housing growth.

Investments in Community-Related Infrastructure that supports housing	0%	
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The estimated cost of HAF2 Action Plan initiatives is based on having many of the initiatives completed by external consultants, as staff do not have the capacity to accomplish these initiatives. Without HAF2 funding, many of these initiatives would not move forward at this time as staff do not have the capacity to undertake these initiatives in the next several years based on our current workload.

If Arnprior’s application is approved, the Town and CMHC will be required to enter into a contribution agreement with the Town prior to receiving the initial advance of federal funds.

Town Staff will report back with further details should the Town be successful in the application.

Meeting Dates:

N/A

Consultation:

- Robin Paquette, CAO
- Jennifer Morawiec, General Manager, Client Services / Treasurer
- John Steckly, General Manager, Operations
- Jacques Benoit, Chief Building Official
- Fotenn Planning + Design

Documents:

1. Appendix 1: Town of Arnprior Housing Supply Growth Targets
2. Appendix 2: Housing Action Plan
3. Appendix 3: CMHC Pre-Application Reference Material HAF Round 2

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

Appendix 1: Town of Arnprior Housing Supply Growth Targets

Housing Supply Growth Targets must be submitted as part of the HAF application and consider the previous 5 years of building permit data. Projections will be based on the total number of permitted housing units projected without HAF and the total number of permitted housing units projected with HAF.

The Housing Supply Growth Targets have been adjusted to address the large variation in dwelling units created in 2021 and 2022 and have been set to trend over the average of the previous three years (2018 to 2020). Dwelling units created for 2021 and 2022 have been adjusted for the HAF projections as 2021 and 2022 were both anomalous years for housing starts. There were 511 housing starts in 2021. This is 392 more housing starts than any other year, and 302% of the 5-year average for housing starts including this year. Conversely 2022 is 49 units lower than any other year and only 19.5% of the 5-year average for housing starts. Given that these years are anomalous, we have applied the number of units built in the next highest year, 2019, to the years 2021 and 2022 for the purposes of calculating the baseline for housing starts. This approach results in a net decrease of 306 units, however, it brings the housing starts for these two years in line with historical averages and recent trends. Using the next highest year within the 5-year time period was chosen to reflect the high-end number of units in a year. Without adjusting for 2021 and 2022 the average housing starts per year are unrealistic for the Town of Arnprior based on historical averages and trends.

Table 1: Town of Arnprior, Dwelling Units Created by Year (2019-2023)

Year	2019	2020	2021	2022	2023	Total	5-Year Average
Single Detached	8	27	77	26	17	155	31
Semi-Detached	38	12	94	2	32	178	36
Town houses	59	61	151	0	31	302	60
Apartments	14	2	178	1	0	195	39
Other	-	-	11	4	2	17	3
Total Dwelling Units Created	119	102	511	33	82	847	169
Adjusted for HAF Projections*	119	102	119	119	82	541*	108*

* Targets for housing units supported through the HAF are estimates and may be refined as more information becomes available prior to submission of the HAF application to the CMHC.

Estimated total number of housing starts between 2025 and 2027:

Table 2: Town of Arnprior, HAF Incented Units

Year of the HAF Program	Total Number Including HAF Incented Units	Number of HAF Incented Units
For year ending September 1, 2025	150	42
For year ending September 1, 2026	160	52
For year ending September 1, 2027	170	62
Total	480	156

The anticipated growth rate without HAF is estimated to be 2.51% based on the average growth rate over the last 5 years. Following the implementation of the HAF initiatives, the growth rate is estimated to increase to 3.71%. This represents a 48.15% increase in the growth rate for the municipality.

The above growth rate illustrates a conservative increase to the average growth rate over the past five years, this is consistent with year-to-date building permit data and future development expectations based on pre-consultation activity. To be eligible for the HAF, the growth rate must also exceed 1.1%. The Town must commit to a housing supply growth target that increases the average annual rate of growth by at least 10%. Based on the projections noted above, the requirements can be met, although, like in other jurisdictions will be impacted by external forces such as interest rates increases, demand for housing and labour and supply chain factors.

Appendix 2: Housing Action Plan

This appendix summarizes the initiatives planned for the Town of Arnprior's application for the HAF and forms the basis of the Housing Action Plan for the Town. The material in the HAF application will be more detailed but will align with the information provided in this report.

New Initiatives

To be eligible, all initiatives included within the Action Plan should be new initiatives that have not yet started as of April 16, 2024. In exceptional circumstances, CMHC will consider initiatives that were part of the 2023 HAF application if activities continue to be implemented. As advised by CMHC, the formal start of an initiative is when a municipality formally approves and adopts the specific by-law, policy, program, measure, etc. All prior research, consultation, and other work where changes could still be incorporated, would not trigger CMHC to consider that an initiative as started.

Some parts of Initiative One (1) are currently ongoing, however, notice of the first public meeting regarding the proposed Official Plan amendments and Zoning By-law amendments was sent April 22, 2024 and the by-laws have yet to be brought to Council for consideration.

Evaluation of Initiatives

The evaluation criteria used by CMHC is to assess the application and to determine which applicants are selected to participate in the HAF2. It does not dictate funding amounts. The evaluation criteria are outlined in Table 1 of Appendix 3: CMHC Pre-Application Reference Material HAF Round 2.

Town of Arnprior Initiatives Evaluation

Initiatives considered for submission by Planning Staff were based on the following:

1. Alignment with CMHC's HAF2 Best Practices Guide
2. Alignment with the Official Plan
3. Alignment with projects that are currently underway or in development and which meet CMHC's definition of new under the HAF;
4. Opportunity to embed partnerships and build capacity in the community and with other stakeholders,
5. Staff's assessment of the relative likelihood / ability to achieve the housing supply growth targets within the eligibility window.

Applicants of HAF are encouraged to select from a list of ten (10) best practices provided by CMHC that align with the objectives of the HAF. A minimum of five (5) initiatives are required for the HAF application; however, CMHC advised that all

units which result from these initiatives are eligible for consideration under the HAF program.

Five (5) initiatives have been selected by Staff in the Town’s application. For each initiative, the following information will be provided as part of the application:

- Description of initiative;
- CMHC identified initiative the proposed initiative relates to;
- How the initiative supports the objectives of the HAF;
- Duration (time it will take to complete the initiative) and timeliness (time it will take to start to achieve additional permitted units because of the initiative); and,
- Supply impact (extent to which the initiative will improve housing and community outcomes) and system impact (extent to which the initiative increases stability and predictability in the housing system).

Town of Arnprior Initiatives

1. **End Exclusionary Zoning** by updating the Official Plan and Zoning By-law to:
 - a. Permit increased density for missing middle housing typologies, where appropriate, as-of-right
 - b. Remove the requirement for minimum 50% single detached dwellings in new subdivisions, and minimum unit sizes (ongoing – Notice of 1st public meeting issued April 22, 2024, public meeting held May 13th 2024, Proposed amendments not yet presented to Council for a decision)
 - c. Add clearer provisions in support of accessory dwellings such as for coach houses and secondary suites (ongoing – Notice of 1st public meeting issued April 22, 2024, public meeting held May 13th 2024, Proposed amendments not yet presented to Council for a decision)
 - d. Rezone Future Development lands to allow a variety of unit types as-of-right without the need for a zoning by-law amendment

Timeline: Year 1

Milestones:

1st Quarter 2025:

- Identify all residential areas currently subject to Future Development zoning to be re-zoned to allow a variety of unit types as of right.
- Identify potential areas for increased density for missing middle housing where re-zoning to allow increased density as-of-right is proposed
- Issue notice and hold a public meeting as required under the Planning Act for Official Plan Amendments and Zoning By-law Amendments

2nd Quarter 2025:

- Revise the draft Official Plan amendment and Zoning by-law amendment based on comments received from the public, as

needed

- Present the proposed Official Plan amendment and Zoning by-law amendment to Council for a decision

2. Increase Process Efficiency by:

- a. Conducting a review of best practices in similar Ontario Towns and jurisdictions to find efficiencies and other tools that could reduce timelines.
- b. Amending the delegated authority by-law to expand authority of staff for development permits and minor variances under specific criteria.
- c. Reviewing procedures and processes to improve and accelerate approvals processes.

d. Implementing Pre-approved Building Plans

To accelerate approvals the Building Department would pre-approve building plans submitted by developers. Developers often have a set of dwelling unit models they are selling in each subdivision, to avoid duplicating reviews of the same model multiple times Building Officials would pre-approve drawing packages for each model as well as adopt the federal design catalogue once there are approved plans. This would result in reduced review requirements and time, and increased predictability for the developer for each permit. As most new housing starts are from developers this would allow a streamlining of the review and approvals process for most new single, semi and townhouse units.

Timeline: Year 1

Milestones (Pre-approved Building Plans):

1st Quarter 2025:

- Have e-permitting system revised to allow permit applicants to select pre-approve drawing package as an option.
- Prepare communications for developers to explain how pre-approval building plan packages would work.

2nd quarter 2025:

- Reach out to developers with communication regarding advantages of pre-approval of building plan packages and hold an info session, as needed.

4th Quarter 2026:

- Review building permit applications fees as part of the annual budget review to determine the impact on permit fees where pre-approved building plan packages are used.

Milestones (Increase Process efficiency)

1st Quarter 2025:

- Review the delegated authority by-law and the Planning Act to determine which types of planning approvals can be delegated to staff.
- Review best practices in similar Ontario Towns and jurisdictions to find efficiencies and other tools to reduce timelines.

- Look at existing processes and procedures critically to identify essential tasks, bottle necks and other points where applications may be slowed down and look for systemic changes which could avoid or reduce slowed approvals.

2nd Quarter 2025:

- Present a recommendation to Council on process and procedure changes to reduce timelines where Council approval is required.
- Present to Council a recommendation for delegation of planning approval under specific criteria to reduce approval timelines.

3. **Design and Implement Guidelines for Accessory Dwelling Unit Creation** – for homeowners and builders. Develop guides/information packages that would give homeowners and builders all the information they would need to know for adding accessory dwellings in a one stop shop guide. The guide could then be shared to make it easier for property owners and builders to make applications for secondary suites and/or coach houses.

Timeline: Year 2

Milestones:

1st Quarter 2026:

- Gather Building Code information for the guide.
- Gather applicable zoning provisions for the guide.
- Gather information regarding the accessory dwelling unit grant program to be developed in 2025.

2nd Quarter 2026:

- Have the content prepared in an accessible and attractive package for both digital and print.

4. **Develop a grant program to encourage the development of accessory dwelling units.** Up to two accessory dwelling units can be added to single detached, semi-detached and townhouse dwelling units provided the proposed units meet applicable policies, provisions and codes (Ontario Building Code). Barriers to development of these units often include that owners or builders are unclear on the applicable policies and code requirements, and the significant upfront investment. The Accessory Dwelling Unit Creation Guide would create a one stop shop for all the need-to-know information. A complementary grant program would help cover some of the initial costs of adding an accessory dwelling unit and would incentivize the creation of more accessory dwelling units.

Timeline: Year 1

2nd Quarter 2025:

- Have a program guide and implementation framework developed.

3rd quarter 2025:

- Bring the grant program guide and framework to Council of consideration including the allocation of funds available for the grant program.

4th Quarter 2025:

- Develop communications to advertise the grant program and to accelerate uptake. Information regarding the grant program would also be included in the Accessory dwelling unit guide to be created in year 2.

5. Comprehensive review of fees and charges in order to eliminate application and permit fees for priority housing types such as affordable non-market housing and ensure that development charges are clear transparent and pre-determined.

Timeline: Year 1

Milestones:

3rd Quarter 2025:

- Review best practices from other municipalities.
- Review our own applications fees and development charges to identify opportunities for reducing or eliminating fees to incentivize and support priority housing types.

4th Quarter 2025:

- As part of budget process incorporate changes to the fee schedule for public comment and Council consideration.

Appendix 3: CMHC Pre-Application Reference Material HAF Round 2

Pre-application Reference Material

HAF Round 2



To request an alternate format, please contact us at:
1-800-668-2642 700 Montreal Road,
contactcentre@cmhc.ca Ottawa, ON K1A 0P7

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1. PURPOSE OF THIS GUIDE

This reference document will help applicants to get ready to apply to the second round of the Housing Accelerator Fund (HAF2) administered by the Canada Mortgage and Housing Corporation (CMHC). It informs applicants about program requirements and information that they will need to submit as part of their application. Potential applicants are local authorities as described in section four (4).

Through the provision of incentive funding, the HAF is intended to drive transformational change within the sphere of control of the local government regarding land use planning and development approvals with the overall objective to “accelerate supply” of housing.

As part of the application process, applicants must outline the actions that they will take to increase housing supply and reflect these initiatives in an action plan.

The 2024 application form is available on the CMHC website. It is possible that certain information will be requested within the application form that is not referenced in or that differs from this document.

2. PROGRAM BUDGET

With the launch of the HAF2, \$400 million in funds may be available to local authorities (see definition in section four (4)) to incentivize the implementation of local actions that remove barriers to housing supply, accelerate the growth of supply, and support the development of communities that are aligned with several priorities as described in section three (3).

3. OBJECTIVES

The primary objectives of the program are to create more supply of housing at an accelerated pace and enhance certainty in the approvals and building process, while also supporting the following priorities:

- Supporting the development of complete communities that are walkable, consisting of appropriate residential density and a diverse mix of land uses, providing access to a wide variety of amenities and services through public and active transportation.

- Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum.
- Supporting the development of low-carbon and climate-resilient communities.

As a result of investments towards these objectives and priorities, HAF2 is expected to result in permits being issued for 12,000 more housing units than would have occurred without the HAF, in addition to the 100,000 additional permitted units expected from the first round of HAF funding.

4. ELIGIBLE APPLICANTS

To be eligible for the second round of HAF, applicants must have submitted an application under the first round and been declined for funding. This includes local governments within Canada, including First Nations, Métis and Inuit governments who have delegated authority over land use planning and development approvals.

In the absence of a municipal-level authority, a regional district or province or territory that has authority for land use planning and development approvals may also apply to the HAF.

5. APPLICATION STREAMS

There are two application streams, as follows:

- **Large/Urban:** A jurisdiction located anywhere in Canada with a population* equal to or greater than 10,000, excluding those within a territory or an Indigenous community.
- **Small/Rural/North/Indigenous:** A jurisdiction located anywhere in Canada with a population* less than 10,000 or within one of the territories or an Indigenous community.

*Population based on 2021 census data.

6. MINIMUM REQUIREMENTS

To be eligible for incentive funding from HAF2, the applicant must:

- Develop an action plan as part of their HAF application, including satisfying the prescribed minimum number of initiatives as outlined in section seven (7).
 - Under HAF2, all action plan initiatives should align to the 10 HAF Best Practices published on the [CMHC website](#).
 - The purpose of the action plan is to outline a housing supply growth target and the specific initiatives that the applicant will undertake to grow housing supply and speed up housing approvals.
- Commit to implementing 4 units as-of-right bylaws (for applicants from the Large/Urban stream*) as part of the action plan, or have already implemented 4 units as-of-right prior to application submission. More guidance is available on the [CMHC website](#).
- Commit to a housing supply growth target within their action plan that increases their average annual rate of growth by at least 10%. The growth rate must also exceed 1.1%**.
- Complete or update a housing needs assessment report*** and include a reoccurring scheduled review date within the report to ensure that the needs assessment is kept current.
 - The requirement to complete or update a housing needs assessment report may be waived if the applicant recently completed or updated their housing needs assessment. Applicants that have completed or updated their housing needs assessment within two years of the 2024 federal budget announcement (April 16, 2024) can request that this requirement be waived. If there is no reoccurring scheduled review date on this existing housing needs assessment report, there remains a requirement to add a reoccurring scheduled review date.

- Submit periodic reports to CMHC in the form and timelines prescribed. See section 12 for additional details. This includes:
 - Progress reporting on the initiatives and commitments within the action plan.
 - Micro-level permit data for residential buildings for all permitted units.
 - Details that support that HAF funding was used for a permitted purpose.

*CMHC may consider an exception for applicants from the Large/Urban stream who are predominantly rural in nature.

**CMHC may consider growth targets that fall outside these program guidelines on a case-by-case basis considering actual applications received. Applicants are encouraged to put forward the strongest application possible. Refer to section nine (9) for details on the evaluation criteria.

***For those that need to complete or update their housing needs assessment, resources are available on CMHC's website. Municipalities with populations of 30,000 or greater who are completing a new housing needs assessment must use the federal template published on the Infrastructure Canada website. The report is not required to be completed at the time of application submission, but it must be completed within the prescribed timeframe (i.e., the third reporting period). See section 13 for details on the reporting schedule.

7. ACTION PLANS

Applicants must provide an action plan as part of their application, which will assist CMHC in selecting applicants. If selected by CMHC, the action plan will form part of the contribution agreement.

Each applicant must assess its own housing needs, challenges, and opportunities in considering whether to apply under the HAF2. Applicants are encouraged to consider regional matters in developing their action plans. Applicants may wish to consult the information available on the Statistics Canada website as part of its assessment. [Table 98-10-0002-02](#) provides information on population and dwelling counts for provinces, territories, and census subdivisions.

Housing supply growth target

Within the action plan submitted as part of the application for HAF2, the applicant will be required to provide two projections to CMHC as outlined below. The applicant must calculate their own projections based on reasonable assumptions and data sources, including Statistics Canada and/or its own administrative data. There is no prescribed formula; however, projections should be based on a three-year period ending December 31, 2027.

- The total number of permitted housing units projected **without** HAF.
- The total number of permitted housing units projected **with** HAF. This second projection is what is referred to as the “housing supply growth target.”

For the purpose of determining if the committed growth rate satisfies the minimum 10% increase and exceeds 1.1%, the following formulas will be used by CMHC:

- The annual projected growth rate without HAF: $\frac{\text{total number of permitted housing units projected without HAF/3 years}}{\text{current total number of dwellings}} * 100\%$.
- The annual projected growth rate with HAF: $\frac{\text{total number of permitted housing units projected with HAF/3 years}}{\text{current total number of dwellings}} * 100\%$.

The current total number of dwellings should be consistent with the applicant’s 2021 census data adjusted for additional dwellings built since that reporting period.

Additional targets

Applicants will also be able to set targets based on the type of housing supply that is projected to be permitted with the support afforded by the HAF program. These additional targets will increase the amount of funding available to the proponent if selected to participate in the program. The targets can be set for housing types that align with the priorities of the HAF program, which include:

- Multi-unit housing (in close proximity to rapid transit)
- Multi-unit housing (missing middle)
- Multi-unit housing (other)
- Affordable housing units.

Refer to section 10 for an overview of the funding methodology and definitions for each type of housing.

Action plan initiatives

The action plan must include initiatives that will help the applicant achieve their committed housing supply growth target and any additional targets. The action plan items must support enhancements achievable within the program’s timeframe, but the intent is for changes to outlive the HAF.

The minimum number of initiatives depends on the application stream, as follows:

- **Large/Urban:** A minimum of seven initiatives.
- **Small/Rural/North/Indigenous:** A minimum of five initiatives.

Under HAF2, initiatives included within the action plan should be aligned to the 10 HAF Best Practices, and the majority of them should be initiatives that were not started prior to the Budget 2024 announcement of April 16, 2024. “Started” refers to the commencement of activities required for the actual implementation of the initiative; this excludes preliminary studies or other initial planning work related to the initiative.

In exceptional circumstances, CMHC will consider initiatives that were part of the 2023 application to HAF that are ongoing or have been completed, if applicants continued to implement the activities. For applicants from the Large/Urban stream, a maximum of 3 ongoing or completed initiatives from the 2023 application will be considered, and for applicants from the Small/Rural/North/Indigenous stream, a maximum of 2 ongoing or completed initiatives from the 2023 application will be considered.

The applicant must indicate how each initiative will increase the supply of housing and associated timelines, as well as any other expected results.

The applicant must identify and explain how each proposed initiative supports at least one of the objectives of the program (see section three (3)). Actions that do not support the objectives of the program will not be considered.

Under HAF2, all action plan initiatives should align to the 10 HAF Best Practices published on the [CMHC website](#), which includes additional guidance for HAF2 applicants, drawing on successful initiatives from the first round.

The following list provides a summary view of the 10 HAF Best Practices:

1. End exclusionary zoning by increasing as-of-right permissions, including four units as-of-right in low-density neighbourhoods and greater density and height in urban cores, near transit, and near post-secondary institutions
2. Leverage surplus and underused lands for housing
3. Increase process efficiency through e-permitting, streamlined reviews and new digital tools
4. Fast-track approvals for affordable housing and purpose-built rentals
5. Review fees and charges including waivers for affordable housing
6. Reduce or eliminate parking requirements
7. Eliminate restrictions (e.g., setbacks, floor area) to promote housing diversity and supply
8. Develop or enhance affordable housing community improvement plans
9. Introduce design guidelines and pre-reviewed building plans for accessory dwelling units and missing middle housing
10. Implement grant and incentive programs for priority housing types

It is the responsibility of the applicant to determine and confirm that it has the requisite authority, expertise, capacity, and resources to implement any and all chosen initiatives. The contribution agreement shall include a representation and warranty by the applicant confirming the above and CMHC will be relying on the representation and warranty without any independent investigation. All action plans must be approved by elected Council (or equivalent, including delegated authority) and include an attestation of the applicant's Chief Financial Officer (or equivalent) on the viability of the plan using the prescribed form. The attestation must be obtained by the applicant before applying to the HAF. The approval may be obtained by the applicant before applying to the HAF and is required before the contribution agreement is signed.

Note: CMHC may provide successful applicants with an opportunity to propose additional initiatives and increase their housing supply growth target in the event there is unused funding in the later years of the program.

8. INCENTIVE FUNDING AND PERMITTED USES

The HAF is about driving transformational change and creating the conditions for more housing supply over the short and longer term. The HAF is intended to incent applicants to commit to change, show progress and be provided with funding in return.

For clarity, HAF is not directly underwriting specific housing projects or reimbursing proponents for specific costs incurred. Rather, HAF funding can be used in support of housing under any of the following four categories. For further details on how HAF funding would be advanced refer to section 13.

Permitted uses of HAF funding:

- Investments in Housing Accelerator Fund Action Plans
 - any initiative included in the proponent's action plan and approved by CMHC.
- Investments in Affordable Housing
 - construction of affordable housing
 - repair or modernization of affordable housing
 - land or building acquisition for affordable housing.
- Investments in Housing-related Infrastructure
 - drinking water infrastructure that supports housing
 - wastewater infrastructure that supports housing
 - solid waste management that supports housing
 - public transit that supports housing
 - community energy systems that support housing
 - disaster mitigation that supports housing
 - brownfield redevelopment that supports housing
 - broadband and connectivity that supports housing
 - capacity building that supports housing
 - site preparation for housing developments.

- Investments in Community-related Infrastructure that supports housing
 - local roads and bridges
 - sidewalks, lighting, bicycle lanes
 - firehalls
 - landscaping and green space.

Proponents will be asked to estimate how much of their funding will be allocated to each category as part of their application (% of total estimated funding). If approved to participate in the program, proponents must report on how HAF funding was used in the form and timelines prescribed. Additional information on reporting requirements can be found in section 12.

Subject to the permitted uses outlined above, HAF funding can be used in conjunction with other CMHC or federal government programs, unless expressly prohibited under the terms of such initiatives. Please note that funding from the HAF will not be considered as local or PT (Provinces & Territories) cost-matching under the existing CMHC-PT NHS bilateral agreements, which exclude contributions from Government of Canada sources or from CMHC.

9. EVALUATION CRITERIA

CMHC will review all applications to determine if they meet program requirements of the HAF. The evaluation of the application will be based on the criteria listed in Table 1. All applications will be assessed and scored.

All initiatives outlined in the action plan will be individually assessed and scored; however, for prioritization purposes only the top five initiatives under the Small/Rural/North/Indigenous stream or top seven initiatives under the Large/Urban stream will be considered. While only the top five or seven initiatives will be used for prioritization purposes, additional initiatives should still be put forward within the action plan as required to support the committed housing supply growth target and alignment with HAF priorities.

The evaluation criteria are used to assess the application and to determine which applicants are selected to participate in the HAF. It will **not** dictate funding amounts. There is a separate funding framework for those that are selected to participate in the program. Refer to section 10 for the funding methodology.

Table 1: Evaluation criteria

Criteria	Assessment and Prioritization
<p>The commitment to increase housing supply</p> <p>Total available points: 10</p>	<p>Strong proposals will demonstrate a commitment to increase the supply of housing above the minimum requirements of the program.</p> <ul style="list-style-type: none"> • Annual growth rate: <ul style="list-style-type: none"> – over 2.5% - 5 points – 1.5% to 2.5% - 3 points – 1.1% to 1.4% - 1 point. • Annual growth rate percentage change: <ul style="list-style-type: none"> – over 20% - 5 points – 15% to 20% - 3 points – 10% to 14% - 1 point.
<p>The relevance of the initiative outcome(s) to one or more of the objectives of the HAF</p> <p>Total available points: NA (pass/fail)</p>	<p>Proposed initiatives within the action plan will be assessed to confirm if they support one or more of the following objectives, including priority areas:</p> <ul style="list-style-type: none"> • Creating more supply of housing at an accelerated pace and/or enhancing certainty in the approvals and building process. • Supporting the development of complete communities that are walkable consisting of appropriate residential density and a diverse mix of land uses providing access to a wide variety of amenities and services through public and active transportation. • Supporting the development of affordable, inclusive, equitable and diverse communities that encourage clear pathways to achieving greater socio-economic inclusion largely achieved through the equitable provision of housing across the entire housing spectrum. • Supporting the development of low-carbon and climate-resilient communities.
<p>The effectiveness of the initiative on increasing the supply of housing</p> <p>Total available points: 20</p>	<p>Proposed initiatives within the action plan will be assessed based on:</p> <ul style="list-style-type: none"> • Implementation: The time it will take to complete the initiative. <ul style="list-style-type: none"> – within 1 year - 5 points – within 2 years - 3 points – over 2 years - 1 point. • Supply Impact: The extent to which the initiative will improve housing and community outcomes. <ul style="list-style-type: none"> – high degree of improvement - 5 points – medium degree of improvement - 3 points – low degree of improvement - 1 point. • Timeliness: The time it will take to start to achieve additional permitted units as a result of the initiative. <ul style="list-style-type: none"> – within 1 year - 5 points – within 2 years - 3 points – over 2 years - 1 point. • System Impact: The extent to which the initiative increases stability and predictability in the housing system. <ul style="list-style-type: none"> – high degree of stability and predictability - 5 points – medium degree of stability and predictability - 3 points – low degree of stability and predictability - 1 point.
<p>The need for increased housing supply</p> <p>Total available points: 5</p>	<p>While not a mandatory requirement at the time of application submission, strong proposals will demonstrate housing needs as evidenced by a current housing needs assessment report.</p> <ul style="list-style-type: none"> • Yes, a current report is available - 5 points • No, a current report is not available - 0 points.

There is only one planned intake window. CMHC will consider take-up across jurisdictions and may adjust application rankings to support a national distribution. CMHC will make formal recommendations to the Minister of Housing, Infrastructure and Communities of Canada. Once approvals and final funding decisions are made, CMHC will advise applicants of the outcome.

10. FUNDING METHODOLOGY

For those applicants that are selected for participation in the HAF program (see section nine (9)), a funding framework will be used to determine the amount of funding per successful applicant.

There are three components of the funding framework: (1) base funding, (2) top-up funding and (3) an affordable housing bonus. For the base funding, the per unit amount will be higher for applications pertaining to the territories or Indigenous communities.

While the funding envelope is determined on the basis of per unit amounts, the HAF incentive funding is designed to support the costs associated with the initiatives within the action plan, as well as any other permitted use of funds in order to accelerate the supply of housing in Canada (see section eight (8) for permitted uses of funds). The proponent will have flexibility in how HAF funding is used provided it is for a permitted use.

Components of the funding framework:

1. **Base funding** is designed to incent all types of supply across the housing spectrum. Base funding is estimated at \$20K per HAF incented unit (\$40K per HAF incented unit for applications pertaining to the territories or an Indigenous community). The per unit amount will be

multiplied by the number of HAF incented units. HAF incented units refers to the difference between two projections: (1) the number of permitted units that are anticipated **without** the support afforded by the HAF program and (2) the number of permitted units that are anticipated **with** the support afforded by the HAF program. The latter would establish the housing supply growth target, which would be included in the action plan and reflected in the contribution agreement.

2. **Top up funding** is designed to incent certain types of housing supply. Top up funding will depend on the type of housing and the associated projected increase in the number of permitted units. There is no top up funding available for single detached homes. The value ascribed to each category will be multiplied by the associated projected increase in the number of permitted units. The targets established for each unit type would be included in the action plan and reflected in the contribution agreement.

3. **Affordable housing bonus** is designed to reward an applicant that can increase its share of affordable housing units relative to the total projected permitted units with the support afforded by the HAF. The percentage growth will be multiplied by the ascribed value and then by the total projected permitted units with the support afforded by the HAF. The target would be included in the action plan and reflected in the contribution agreement.

The following tables provide an illustrative example of the funding framework.

Table 2: Base Funding

	Total projected permitted units without HAF	Total projected permitted units with HAF	HAF incented units	Per unit amount	Base funding amount
Base funding	5,500	6,000	500	\$20,000	\$10,000,000

A total of 500 HAF incented units * \$20K per unit = \$10M.

Table 3: Top-up Funding

	Total projected permitted units without HAF by type of housing	Total projected permitted units with HAF by type of housing	Increase in housing type (#)	Per unit amount	Top-up funding amount
Single detached homes	2,000	2,100	100	\$0	\$0
Multi-unit housing (in close proximity to rapid transit)	400	450	50	\$15,000	\$750,000
Multi-unit housing (missing middle)	1,000	1,250	250	\$12,000	\$3,000,000
Multi-unit housing (other)	2,100	2,200	100	\$7,000	\$700,000
Total units	5,500	6,000	500		
Top up funding					\$4,450,000

For example, an increase of 250 missing middle housing units * \$12K per unit = \$3M.

Table 4: Affordable Housing Bonus

	Total projected affordable units permitted without HAF (%)	Total projected affordable units permitted with HAF (%)	Increase in the share of affordable housing units (%)	Per unit amount	Affordable housing bonus amount
Affordable housing bonus	2.00%	3.50%	1.50%	\$19,000	\$1,710,000

An increase in the share of affordable housing units of 1.50% * 6,000 total projected permitted units with HAF * \$19K per unit = \$1.71M.

Total Incentive Funding: \$16,160,000

Base funding (\$10M) + top up funding (\$4.45M) + affordable housing bonus (\$1.71M) = \$16.16M

The average amount for each HAF incented unit is: \$32,320

Total incentive funding of \$16.16M / the number of HAF incented units of 500 = \$32,320

Definitions

- Single-detached homes refers to a building containing 1 dwelling unit, which is completely separated on all sides from any other dwelling or structure. This includes link homes, where 2 units may share a common basement wall but are separated above grade. It also includes cluster-single developments.
- Multi-unit housing in close proximity to rapid transit refers to any form of multi-unit housing in close proximity (800m) to rapid transit, which operates frequent service with high capacity and priority over other modes of transportation typically achieved through an exclusive right-of-way.
- Multi-unit housing characterized as missing middle refers to ground-oriented housing types. This includes garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing, low-rise apartments (4 storeys or less).
- Other multi-unit housing refers to all multi-unit housing excluding missing middle and multi-unit housing in close proximity to rapid transit.
- Affordable housing refers to housing units that are intended for households whose needs are not met by the marketplace. The local definition will be used for the purposes of HAF or in the absence thereof the provincial/territorial definition.

11. MINIMUM DOCUMENTATION REQUIREMENTS

To support their application, applicants will be asked to submit the following minimum documentation:

- Completed application form, including action plan
- Signed integrity declaration
- Most recent audited financial statements (if not available publicly)
- Current housing needs assessment report (if available at time of application)
- Attestation letter signed by the applicant's Chief Financial Officer (or equivalent) using the prescribed form on viability of the action plan.

The applicant should be able to provide analysis or statistics to support the initiatives put forward in the action plan. This supporting information could be referenced directly in the application or be submitted as supporting documentation, for example, the applicant may wish to refer to a recent housing needs assessment, or other report outlining needs or opportunities for increased housing supply growth.

12. REPORTING REQUIREMENTS

There are three main reporting obligations under the HAF. The proponent will be required to adhere to specific reporting requirements, which include:

- Progress on the initiatives and commitments outlined in the action plan.
 - Actual start and completion date of each initiative
 - Percentage complete for each initiative
 - Overall status for each approved initiative (i.e., Completed, On Track, Delayed, Not Started)
 - Start and completion date of the milestone(s) for each initiative
 - Overall status for the milestone(s) for each initiative (i.e., Completed, On Track, Delayed, Not Started)
 - Rationale for the status of each initiative and/or milestone. Where there are delays and/or milestones have not been met, the applicant must provide a detailed rationale, including a proposed plan to get the initiative back on track
 - Number of net new units permitted for residential buildings during the reporting period*.

*Permitted unit refers to units for which building permits for new housing construction were issued during the reporting period for residential buildings. The reference to "net" is to consider any demolitions or conversions that may have also taken place during that period. i.e., any units that are lost to the housing stock by way of demolitions or conversions from residential to non-residential will be subtracted from the number of permitted residential units to arrive at the net total.

- Permit data for all housing units permitted during the reporting period. CMHC plans to leverage the data points consistent with Statistics Canada Building Permits Survey for consistency purposes.
 - Permit number
 - Submission date of permit request
 - Issue date of permit
 - Construction/demolition location (site address)
 - Type of building code
 - Type of work code
 - Dwelling units created (if applicable)
 - Dwelling units lost (if applicable)
 - Units demolished (if applicable)
 - Secondary suite
 - Number of stories.
- Details on how HAF funding was used during the reporting period.
 - Category and sub-category of incentive funding (see section eight (8) of this document)
 - Annual dollar amount per category and sub-category
 - Cumulative dollar amount per category and sub-category.
 - Details on capital projects facilitated with HAF funding.

There may be additional data points required as part of the reporting requirements listed above.

Proponents will be required to make progress reports and how funds were used public through normal governance mechanisms or other means deemed appropriate by the proponent.

13. ADVANCING AND REPORTING SCHEDULES

There will be a total of four advances to successful applicants (referred to herein as proponents), with one advance planned for each year of the program. Each advance will be subject to conditions including those noted below.

The reporting obligations for proponents will be outlined in the contribution agreement. Reporting will be required at the following intervals: (i) a report on a prescribed form due no later than 6 months following the date the agreement is signed; and (ii) for each subsequent advance, reports on a prescribed form due within 30 days of the anniversary of the agreement. A final report on the use of the HAF funds will be due within 90 days of the fourth anniversary of the agreement.

The reports provided below must be accompanied by an attestation of the applicant's Chief Financial Officer or equivalent (on a prescribed form), which confirms that the proponent remains in compliance with the terms and conditions of the contribution agreement and that the proponent's representations and warranties remain true. Requests for annual payments are dependent on meeting applicable reporting obligations.

Advance	Conditions
<p>Year 1 First advance: 25% of total approved funding*</p>	<p>An upfront advance will be provided to the proponent. The upfront advance is intended to enable the proponent to start the initiatives outlined in their action plan and to pursue other investments in housing provided the funds are used for a permitted use(s).</p> <p>First reporting period (first 6 months of agreement): No later than 6 months following the agreement date the proponent must submit to CMHC a letter (in a prescribed form) attesting that it is on track to undertake items outlined in its action plan and otherwise fulfil its reporting obligations under HAF. No supporting details are required to be submitted unless expressly requested by CMHC at that time.</p>
<p>Year 2 Second advance: 25% of total approved funding</p>	<p>Second reporting period (first year of agreement): Within 30 days of the first anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A progress report on the action plan initiatives and commitments. This report will be on a prescribed form. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent is on track to completing the items outlined in their action plan and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.
<p>Year 3 Third advance: 25% of total approved funding</p>	<p>Third reporting period (second year of agreement): Within 30 days of the second anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A progress report on the action plan initiatives and commitments. This report will be on a prescribed form. All initiatives are required to be completed in support of the request for the third annual advance, including the housing needs assessment, as applicable. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent has completed the initiatives outlined in their action plan, is on track to achieving growth targets and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.

*CMHC may on a case-by-case basis consider adjusting the amount of the first advance.

(Continued)

Advance	Conditions
<p>Year 4 Fourth advance: 25% of total approved funding</p>	<p>Fourth reporting period (third year of agreement): Within 30 days of the third anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A report confirming achievement of the housing supply growth target and any other targets established in the action plan. This report will be on a prescribed form. • A report that includes micro-level permit data for residential buildings for all permitted units issued during the annual reporting period. This report will be on a prescribed form. • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. This report will be on a prescribed form. • A letter attesting that the proponent has achieved the housing supply growth target and any other targets outlined in the action plan and has fulfilled its annual reporting obligations. This letter will be on a prescribed form.
<p>NA</p>	<p>Fifth reporting period (fourth year of agreement): Within 90 days of the fourth anniversary of the agreement the proponent must submit to CMHC the following:</p> <ul style="list-style-type: none"> • A report that outlines how HAF funds were spent by the proponent during the annual reporting period. It is expected that all funds be spent before this final report is submitted and fully accounted for in the report. This report will be on a prescribed form.

CMHC will consider all relevant circumstances when determining whether to approve a request for advance during the prescribed timelines. CMHC will work with the proponent to address situations where achievement is delayed or not progressing as planned. If satisfactory arrangements to rectify the situation are not implemented, then CMHC may reduce or withhold payment of advances. CMHC will communicate funding decisions in writing.

14. CONTRIBUTION AGREEMENT

To participate in the program, approved applicants will be required to enter into a contribution agreement with CMHC in which it agrees to the commitments and to undertake the initiatives set out in the action plan.

15. APPLICATION PROCESS

The following provides a high-level overview of the application process:

- CMHC publishes program parameters and pre-application reference material.
- Applicants assess their own local context, including housing challenges and opportunities
- Applicants prepare an updated action plan unique to their needs in support of HAF.
- Applicants obtain appropriate approvals
- CMHC invites applicants to apply/portal opens for application submissions
- For HAF2, applicants submit their updated application to CMHC, including their action plan
- CMHC will evaluate and prioritize applications
- CMHC will advise the applicant on the status of their application
- For approved applications, CMHC will confirm the total amount of funding available to incent new housing supply, expectations on progress reports, and the planned schedule of payments
- If approved, the proponent signs the contribution agreement. If not already obtained, Council approval (or equivalent) of the action plan is required before the proponent enters into the contribution agreement
- The action plan will form part of the contribution agreement between CMHC and the proponent.



Town of Arnprior Staff Report

Subject: Zoning By-law Amendment 3/24 – 150 Staye Court Drive

Report Number: 24-09-09-04

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

Department: Community Services Branch

Meeting Date: Monday, September 9, 2024

Recommendations:

That Council receives an application for an amendment to Zoning By-law 6875-18 for 150 Staye Court to rezone the subject property from “Mixed Use Commercial/Employment (MU-CE)” to “Mixed Use Commercial/Employment Exception XX (MU-CE*XX)”.

Further That pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on Monday, September 23rd, 2024, regarding the proposed amendment, to allow for public review and comment.

Background:

Owner: Make Space Storage

Description of Subject Lands: 150 Staye Court Drive

Legal Description: legally described as Concession 12, Part of Lot 4, RP49R1457 Part of Part 8, Town of Arnprior

Area of Land: 0.94 ha (2.31 acres)

Existing Structures: Eight steel clad self-storage buildings and six steel containers in two rows of three

Official Plan: Mixed Use Commercial/Employment Area

Zoning: Mixed Use Commercial/Employment Zone

In November 2023, Town of Arnprior Building Inspectors identified that there were 23 new self-storage buildings erected at 150 Staye Court without planning approvals or Building Permits. A representative of the company that owned the land was contacted, and was advised that the self-storage buildings required buildings permits. A review of the location of the buildings identified that they did not meet the applicable 14m setback

from a Provincial Highway right-of-way as required by section 4.15.1 of Zoning By-law 6875-18. Following consultation with the Ministry of Transportation (MTO), the applicant is proposing to relocate the buildings to 8 m from the Provincial Highway right-of-way.

An application for Zoning By-law amendment was received from the owner to reduce the minimum required setback from a Provincial Highway right-of-way for a structure without a foundation from 14m to 8m for the placement of the relocated twenty-three (23) self-storage buildings without foundations. The application also includes a request to reduce the front yard setback from 6m to 0m in order to permit the installation of an additional six (6) self-storage buildings without foundations.

Summary of Proposal

The applicant is seeking the amendment to relocate of 23 self-storage buildings without foundations to locations on the subject property not less than 8m from the Highway 417 right-of-way, and to allow placement of 6 additional self-storage buildings 0m from the front lot line. The buildings are 5.8 m long, 2.4 m wide with a height of 2.4 m. A site plan was submitted in support of the application (Document 2).

The applicant has advised the Ministry of Transportation that the self-storage buildings, which they refer to as lockers, do not require a foundation. Based on this information MTO has agreed to a reduced setback of 8m for buildings without a foundation on the subject property.

The proposed development requires site plan control amendment approval, a zoning by-law amendment, permits from MTO and Building Permits from the Town of Arnprior.

Context

The subject lands are located south of Staye Court drive, with Highway 417 to the west (see figure 1).



Figure 1 Streetview of 150 Staye Court Drive

The subject lands continue around the rear of three other properties on Staye Court Drive (120, 130 and 140 Staye Court Drive). Two of these properties have existing employment use buildings, the third is vacant (see figure 2).



Figure 2 Streetview of the properties to the east of 150 Staye Court Drive

North of the subject property, across Staye Court Drive are the rear yards of four townhouse dwellings and 4 semi-detached dwellings that front on Ashbury Street (see figure 3).



Figure 3 Rear yards of existing townhouses and semi-detached dwellings north of 150 Staye Court

North-east of the subject property across Staye Court Drive is the existing Country Squire Motel (see figure 4).

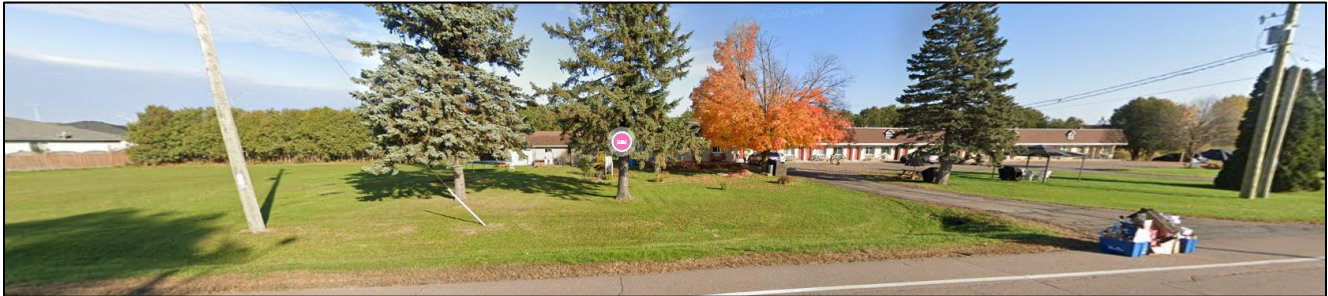


Figure 4 Streetview of the existing Country Squire Motel

Figure 5 is an aerial photograph of the area from 2020.



Figure 5 Aerial photo from 2020

Discussion:

Official Plan Policies

The subject lands are designated Mixed Use Commercial/Employment Area. The Mixed Use Commercial/Employment Area includes as an objective to encourage the consolidation, intensification and expansion of major commercial uses and to encourage the redevelopment of existing major commercial uses to foster a more pedestrian oriented environment (C5.2 c).

Section C5.6 sets out policies for development or redevelopment of land within the Mixed Use Commercial/Employment Area. The Official Plan defines development as the creation of a new lot, a change in land use, or the construction of buildings or structures requiring approval under the Planning Act, therefore, the policies under this section would apply as the proposed additional buildings require a zoning by-law amendment and Site Plan Control approval.

Applicable policies for development and redevelopment in the Mixed Use Commercial/Employment Area include:

- e) Any loading and storage facilities that are provided are buffered so as to minimize disruption and the enjoyment of neighbouring residential properties;
- f) Improvements to the streetscape, such as soft landscaping, lighting fixtures, benches and public art, are part of the overall project design;
- g) New buildings are designed to present their principal building facades with an appropriate building design that faces the public road;" (C5.6)

The proposed reduction of the front yard setback from 6m to 0m would result in no space for buffering of storage facilities from the residential uses backing onto the other side of Staye Court Drive, would eliminate any space for soft landscaping along the front lot line on the subject property, and the buildings proposed described as

“essentially shipping containers” in the Planning justification report which would suggest that they would not have an appropriate building design that faces the public road.

The requested reduction of the setback from a Provincial Highway from 14m to 8m for buildings without a foundation allows for intensification and is consistent with the provisions for development in section C5.6 of the Official Plan.

The proposed reduction in the front yard setback from 6m to 0m, though it allows for intensification, is not consistent with the policies for development in section C5.6 of the Official Plan.

Zoning By-law Provisions

The current zoning of the lands is Mixed Use Commercial/Employment Zone.

The proposed Zoning by-law amendment seeks to rezone the subject lands to reduce the setback from a Provincial Highway right-of-way (section 4.15.1) from 14m to 8m for buildings without a foundation, and to reduce the front yard setback from 6m to 0m. The proposed amendments are requested to permit a total of 29 additional self-storage buildings on the subject property as per the attached site plan.

Section 4.15.1 Setback from Provincial Highway states, “No building or structure shall be located any closer than 14.0 metres to the edge of the Provincial Highway right-of-way.” This provision is a reflection of the 14m setback for new buildings or structures required by the Ministry of Transportation (MTO) to ensure if there is a future need for an expansion of the Highway 417 right-of-way it is not impeded by any additional structures.

The applicant has provided an email from MTO which states “Given the fact that these structures can be installed without a foundation, we could permit these “pods” to be installed with a setback of 8m rather than the 14m indicated. This setback is specifically for these structures, and any other type of building or structure will be assessed independently (the 14m could be enforced for other developments).”

Based on the letter from MTO, permits from MTO will be required for the buildings prior to issuance of building permits from the Town of Arnprior.

The following table illustrates how the proposed buildings meet the required zone provisions:

Parameters	Required	Provided
Front yard setback (minimum)	6 m	0 m
Rear yard setback (minimum)	12 m	12 m +
Interior side yard setback (minimum)	3 m	6.12 m +
Exterior Side yard setback (minimum)	6.0 m	8.0 m

Parameters	Required	Provided
Lot frontage (minimum)	30 m	84.7 m
Lot area (minimum)	1,858 sq. m.	9,459 sq. m.
Building height (maximum)	14 m	2.4 m

Front yard setbacks are intended to establish a consistent minimum building line along the street, buffer residential uses from non-residential uses, allow for space for required landscaping and ensure a sufficient setback from the municipal road right-of-way should there ever be the need for use of the right-of-way.

Section 7.3.2 requires a 3m wide planting strip abutting the full length of the lot line along the front and exterior side lot lines in any Mixed Use Zone. The proposed reduction in the front yard setback from 6m to 0m would not allow for a 3m wide planting strip along the full length of the front lot line as required by section 7.3.2. An additional amendment would be required to reduce the minimum required planting strip along the front lot line from 3m to 0m.

In the opinion of staff, the minimum required planting strip along the front lot line is intended to buffer parking areas and buildings from the street and create attractive frontage along the street. The proposed reduction in the front yard setback from 6m to 0m would be inconsistent with the intention of this provision.

The Planning Justification Report submitted by the applicant includes that “the proposed 6 storage units that would be located towards the front of the front of the property placed in an orderly manner along the existing fence, serve as an additional visual buffer from existing development on the subject lands.” This does not address the requirement for a minimum planting strip as per section 7.3.2. or the policies in the Official Plan section 5.6 regarding soft landscaping and appropriate building facades for development in the Mixed Use Commercial Employment Area.

Process

The statutory public meeting to receive comments from the public is proposed for September 23rd, 2024. In order to meet notice requirements under the Planning Act notice of a public meeting was issued September 3, 2024. If Council choose to deny the application without holding a public meeting staff will send an updated notice cancelling the public meeting.

The proposed amendment will be brought to Council for consideration on September 23rd, 2024. Council can defer a decision on the application. Should Council pass the amending by-law or refuse to pass the by-law, a 20-day appeal period to the Local Planning Appeal Tribunal will apply.

The applicant will be filing an application for Site Plan Control amendment Approval for the subject lands, with all the supportive studies and plans included. Building permits

will be required for each new building.

Options:

Council can refuse the application for zoning by-law amendment without holding a public meeting. If Council choose to refuse the application without holding a public meeting, staff will send an updated notice cancelling the public meeting. Should Council refuse any or all of the requested amendments, rational for the refusal is required to be provided in the form of a Council resolution and is subject to appeal.

Policy Considerations:

As outlined above.

Financial Considerations:

Not applicable.

Meeting Dates:

1. Council Meeting – September 9, 2024 – application received
2. Public meeting and decision of Council – September 23, 2024 (proposed) – If comments are received and additional information is requested from staff, Council can defer a decision on the application to a future Council meeting.

Consultation:

The zoning by-law amendment application was circulated to the County of Renfrew, Renfrew County District School Board, Renfrew County Catholic District School Board, Conseil des Ecole Catholique centre-est, Enbridge Gas, Ontario Power Generation, Hydro One Networks Inc., McNab/Braeside, City of Ottawa, Ministry of Municipal Affairs and Housing, Arnprior Fire Chief, Arnprior Chief Building Official, General Manager of Operations, and CAO for comment prior to the public meeting.

Documents:

1. Key Plan
2. Site Plan
3. Email from MTO received by the applicant
4. Planning Justification report submitted by the applicant

Signatures

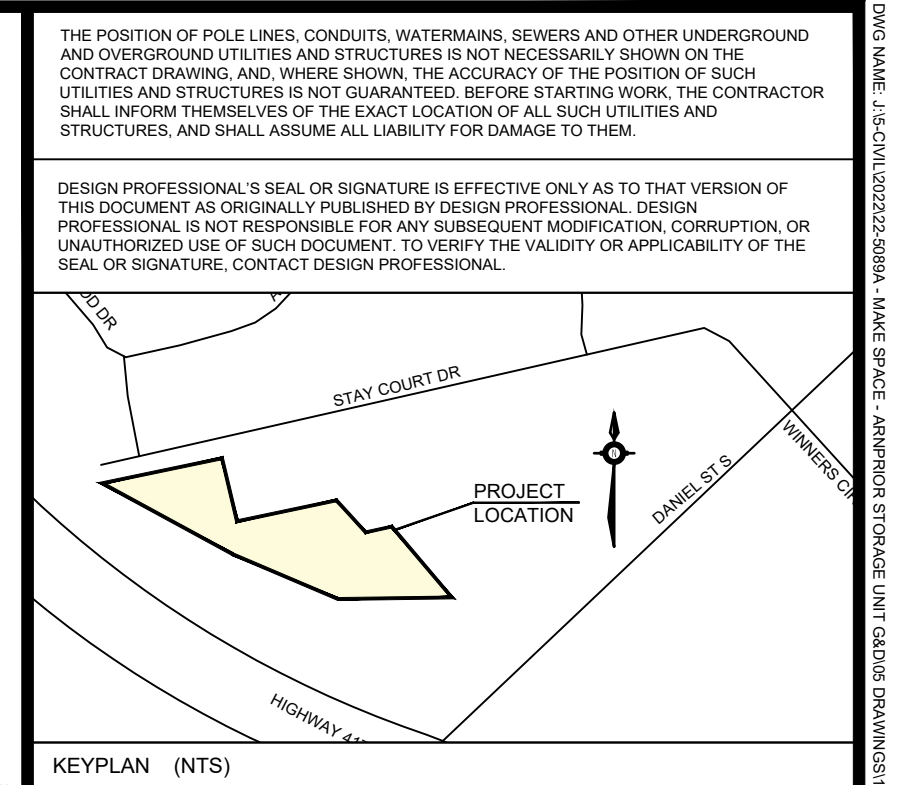
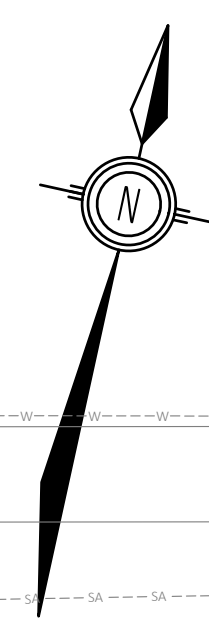
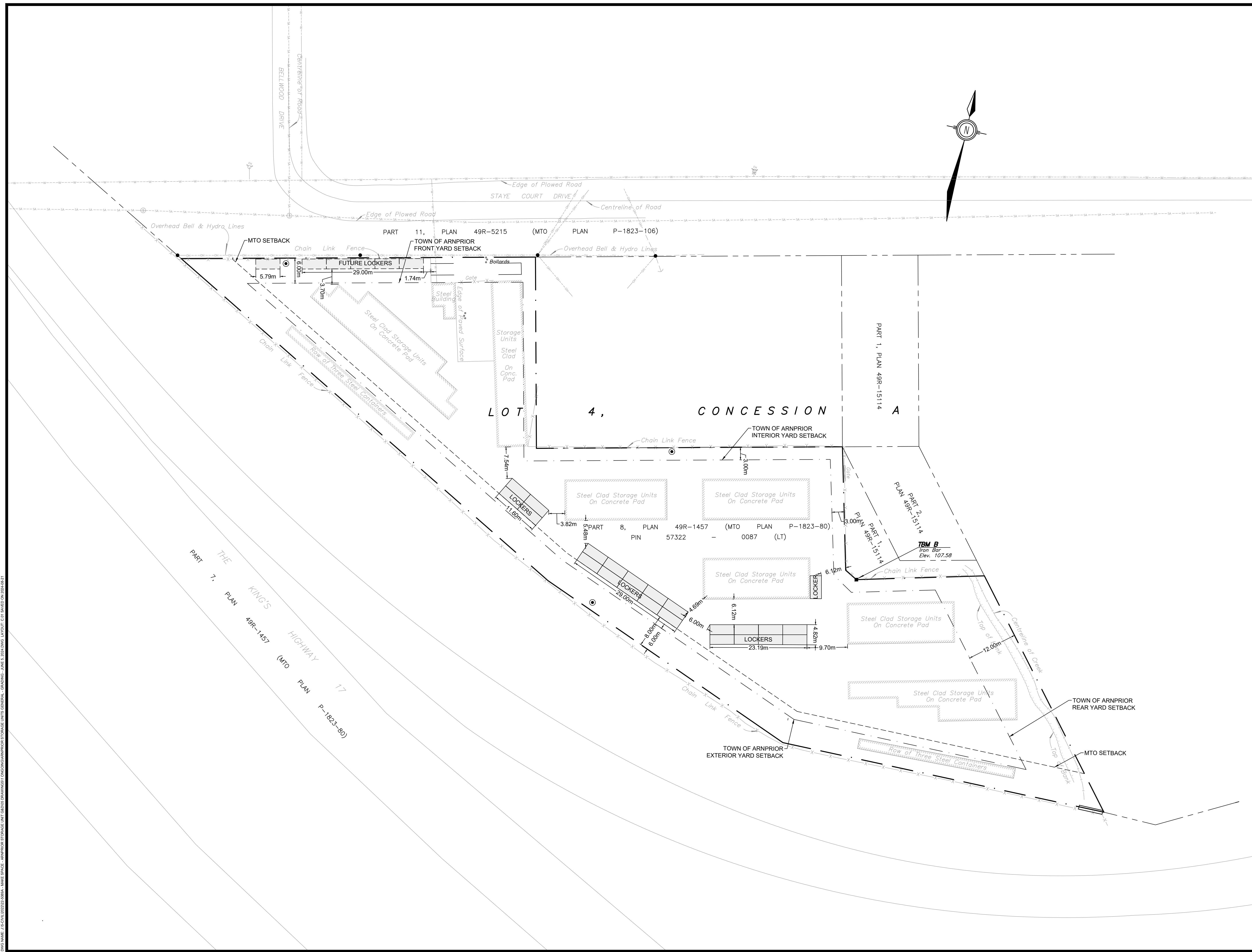
Reviewed by Department Head: Alix Jolicoeur

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski

Document 2 – Site Plan



SITE INFORMATION:

LEGAL DESCRIPTION: PART 8 OF LOT 4, CONCESSION A, GEOGRAPHIC TOWNSHIP OF ARNPRIOR, TOWN OF ARNPRIOR, COUNTY OF RENFREW

INFORMATION TAKEN FROM: ADAM MASBRZAK SURVEYING LTD. PLAN OF SURVEY PLAN 22-2011

SUBJECT LANDS ZONING: BY-LAW 08-04-391 MIXED USE COMMERCIAL/EMPLOYMENT - MU-CE

ZONING INFORMATION:

MU-CE MIXED USE-COMMERCIAL/EMPLOYMENT		
LOT AREA	MIN. 1856 sq. m.	ACTUAL - 9,459 sq. m.
LOT FRONTAGE	MIN. 30.0 m.	ACTUAL - 94.7 m.
FRONT YARD SETBACK	MIN. 6.0 m.	
SIDE YARD	MIN. 0.0 m.	
BUILDING HEIGHT	MAX. 14.0 m.	

SITE DATA:

GROSS SUBJECT LOT AREA	9,459 sq. m. (101,815 sq. ft.)
BUILDING AREA	= 2594 sq. m. (27,921 sq. ft.) / 27.4%

TOTAL BUILDING COVERAGE: = 2594 sq. m. (27,921 sq. ft.) / 27.4%

EXISTING ASPHALT SURFACES: = 6029 sq. m. (64,895 sq. ft.)

EXISTING GRAVEL SURFACES: = 451 sq. m. (4,854 sq. ft.)

TOTAL ASPHALT/GRAVEL SURFACES: = 6480 sq. m. (69,750 sq. ft.) / 68.5%

LANDSCAPED / UNDEVELOPED AREAS: = 205 sq. m. (2,208 sq. ft.) / 2.17%

TOTAL LOT AREA: 9,459 sq. m. - 100%

PARKING REQUIREMENTS:

2.7m W. x 5.5m LG. (MINIMUM SPACE)

OUTDOOR STORAGE USE (1/100th OFFICE) = 1 SPACE

PARKING PROVIDED = 2 SPACES

No.	DATE	BY	REVISION COMMENTS
2	2024-06-17	SA	RE-ISSUED FOR SITE PLAN APPLICATION
1	2023-01-23	SA	ISSUED FOR SITE PLAN APPLICATION



ARNPRIOR STORAGE UNITS G&D
ARNPRIOR, ONTARIO
 ~
SITE PLAN

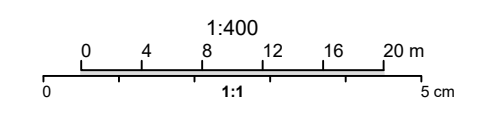
Jp2g Consultants Inc.
 ENGINEERS • PLANNERS • PROJECT MANAGERS

12 INTERNATIONAL DRIVE, PEMBRIDGE, ON
 Phone: (513)282-2507, Fax: (513)282-4513

1150 MORRISON DRIVE, SUITE 410, OTTAWA, ON
 Phone: (613)828-7800, Fax: (613)828-2600

Jp2g Project No.: 22-5088A 16 EDWARDS STREET SOUTH, UNIT 538, ARNPRIOR, ON

CLIENT No.: 22-5088A	SCALE: H=1:400, V=1:50
DESIGNED: AF	
DRAFTED: AF	
CHECKED: SA	
APPROVED: SA	



CO.1

Document 3 – Email from MTO received by the applicant

Stephen Arends

From: HCMS-Do-Not-Reply <HCMS@ontario.ca>
Sent: April 2, 2024 2:10 PM
To: Stephen Arends
Subject: MTO Highway Corridor Management Response to Pre-consultation Request 2024-42O-000093 Submitted on March 20, 2024/Réponse à la demande de consultation préalable au Bureau de gestion des couloirs routiers du MTO no 2024-42O-000093 soumise le 20 mars 2024

You don't often get email from hcms@ontario.ca. [Learn why this is important](#)

****EXTERNAL EMAIL**** Please use caution.

Please see the response below to the Pre-consultation request you submitted on March 20, 2024.

Good day Stephen,

After our initial phone discussion I have further assessed the corridor in this location/the surrounding area and discussed the points you have provided and my findings with my Section Head and Senior Project Manager. Given the fact these structures can be installed without a foundation, we could permit these "pods" to be installed with a setback of 8m rather than the 14m indicated. This setback is specifically for these structures, and any other type of building or structure will be assessed independently (the 14m setback could be enforced for other developments). With the reduced setback and the defined setback for parking lots at 3m from the property line it may be possible to access these storage units from the highway side of the structures.

You will need to submit a permit application for the structures through HCMS. If accessory developments are required for the installations (ex. illumination-light standards) then additional documentation or studies may be required. Conditions around the temporary removal of the structures in the event of a temporary limited interest for an improvement or maintenance project may also be included with any permit. being provided. In addition to the site plan and grading plan provided you/your client must submit a drainage report or, if no change to surface flows will occur from the grade alteration for the structures occurs, a drainage statement acknowledging and stating no impacts to the existing highway drainage.

If you have any additional questions please feel free to reach out to me by email or phone.

Safe Travels,
Robert Cole

If you have any questions, please contact:

Employee to whom the Pre-consultation has been assigned to for review:

Robert Cole

Phone: 613 202 1786

Email: Robert.Cole@ontario.ca

Ministry of Transportation
Highway Corridor Management Section - Ottawa Office
347 Preston St, 4th Floor
Ottawa, ON K1S 3J4

Please retain this email for your records.

Thank You,
Highway Corridor Management
Ministry of Transportation of Ontario
<https://www.hcms.mto.gov.on.ca>

Please note: This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Veillez voir la réponse ci-dessous à la demande de consultation préalable soumise le 20 mars 2024.

Good day Stephen,

After our initial phone discussion I have further assessed the corridor in this location/the surrounding area and discussed the points you have provided and my findings with my Section Head and Senior Project Manager. Given the fact these structures can be installed without a foundation, we could permit these "pods" to be installed with a setback of 8m rather than the 14m indicated. This setback is specifically for these structures, and any other type of building or structure will be assessed independently (the 14m setback could be enforced for other developments). With the reduced setback and the defined setback for parking lots at 3m from the property line it may be possible to access these storage units from the highway side of the structures.

You will need to submit a permit application for the structures through HCMS. If accessory developments are required for the installations (ex. illumination-light standards) then additional documentation or studies may be required. Conditions around the temporary removal of the structures in the event of a temporary limited interest for an improvement or maintenance project may also be included with any permit. being provided. In addition to the site plan and grading plan provided you/your client must submit a drainage report or, if no change to surface flows will occur from the grade alteration for the structures occurs, a drainage statement acknowledging and stating no impacts to the existing highway drainage.

If you have any additional questions please feel free to reach out to me by email or phone.

Safe Travels,
Robert Cole

Si vous avez des questions, veuillez communiquer avec:

Nom de l'employée ou de l'employé à qui la demande de consultation préalable a été soumise :

Robert Cole

Téléphone : 613 202 1786

Adresse de courriel : Robert.Cole@ontario.ca

Ministère des Transports
Highway Corridor Management Section - Ottawa Office
347 Preston St, 4th Floor
Ottawa, ON K1S 3J4

Veuillez conserver ce courriel pour vos dossiers.

Cordialement,
Gestion des couloirs routiers
Ministère des Transports de l'Ontario
<https://www.hcms.mto.gov.on.ca>

Veuillez noter ce qui suit : Ce courriel est envoyé à partir d'une adresse servant uniquement à l'envoi d'avis qui ne peut accepter de courriels entrants. Veuillez ne pas répondre à ce message.

Document 4 – Planning Justification report submitted by the applicant

Planning Justification Report

Final

Make Space Storage – Arnprior Inc. 150 Staye Court Drive, Arnprior, ON

August 19, 2024

Jp2g Project # 22-5089A





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Appendices

Appendix 1 Site Plan

Appendix 2 Site and Surrounding Land Uses Map

Appendix 3 Schedule “A” to the Town of Arnprior Official Plan

Appendix 4 Town of Arnprior Zoning By-law 6875-18: MU-CE Zoning

Appendix 5 Correspondence from the Ministry of Transportation

Author and Review Panel

Prepared by:



Janine Cik, B.A. (Hons.)
Junior Planner

Reviewed and Approved by:



Anthony Hommik, MCIP, RPP
Manager – Planning Services | Senior Planner



1 Purpose and Approach

This report has been prepared to provide planning justification for an application for Zoning By-law Amendment on behalf of Make Space for the lands municipally known as 150 Staye Court Drive in the Town of Arnprior. The purpose of this application is to re-zone the subject lands from Mixed Use-Commercial/Employment (MU-CE) to Mixed Use-Commercial/Employment-Exception (MU-CE-x) to permit the development of 29 moveable storage units with reduced setbacks from the front yard lot line and the Provincial Highway right-of-way.

This report includes a description of the subject lands and surrounding area, as well as an assessment of the application in accordance with the applicable provisions of the Provincial Policy Statement, 2020 (PPS), the County of Renfrew Official Plan, the local Official Plan for the Town of Arnprior, and the Town of Arnprior Zoning By-law No. 6875-18.

2 Site and Surrounding Area

The proposed development is located within Lot 4, Concession A, in the Geographic Township of McNab, now in the Town of Arnprior. The subject lands are located south of Staye Court Drive and northwest of the intersection of Staye Court Drive and Daniel Street South. The property is irregularly shaped, comprising an area of approximately 0.94 hectares (2.32 acres) with approximately 82 metres of frontage on Staye Court Drive. The subject lands are developed as a commercial self-storage facility and contain seven existing rows of steel-clad storage units, various outbuildings, and an office, as shown in Appendix 1 Site Plan.

The site is located in an area mostly developed with commercial and industrial uses, with some residential development located north of Staye Court Drive. Appendix 2 Site and Surrounding Land Uses Map, shows the location of the subject lands and the surrounding context. The surrounding land uses are as follows:

- North: Lands immediately north of the subject lands include open space and residential neighbourhoods. The Country Squire Motel is located northeast of the lands along Staye Court Drive.
- South: Highway 417 is located directly south, with commercial and industrial uses opposite the highway along White Lake Road.
- East: A mixture of commercial and light industrial uses along Staye Court Drive are located directly east, including the Arnprior Transmission shop, Peavey Mart, and Tim Hortons.
- West: Lands immediately west include Highway 417 and a mixture of open space and residential neighbourhoods opposite the highway along Russett Drive.

3 Proposed Development

3.1 Proposal Overview

As noted above, the proposed Zoning By-law Amendment would facilitate the development of 29 moveable storage units on the subject lands with a reduced setback to the Provincial Highway right-of-way and the front yard lot line.

It is recognized that 23 of the 29 proposed units are currently located along the property line to the south facing Highway 417, while the remaining 6 are proposed to be located along the property line to the northwest facing Staye Court Drive, as shown in Appendix 1 Site Plan. The application seeks to legalize the 23 moveable self-storage units that are currently situated on the lands and permit an additional 6 commercial self-storage units on the subject lands. The 29 moveable storage units are effectively shipping containers with dimensions of 5.8 metres (L) x 2.4 metres (W), along with a height of 2.4 metres. The proposed development would be appropriate for the site and is not anticipated to generate any excess noise, odour, or traffic that would adversely impact the commercial uses to the east or the residential neighbourhoods to the north.

A concurrent application for Site Plan Control was filed on June 17th, 2024 (file number not yet assigned). Several studies and reports were also submitted in support of the Site Plan Control application, including a Servicing and Stormwater Management Report, a Grading and Drainage Plan, and a Fire Route Plan.

4 Provincial Policy Statement (PPS) 2020

The PPS provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the PPS sets the policy foundation for regulating the development and use of land.

4.1 Healthy, Liveable and Safe Communities (Section 1.1.1)

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

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;
- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;
- f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society;
- g) ensuring that necessary infrastructure and public service facilities are or will be available to meet current and projected needs;
- h) promoting development and land use patterns that conserve biodiversity; and
- i) preparing for the regional and local impacts of a changing climate.

The subject property is within the settlement area of Arnprior and is fully serviced by municipal infrastructure including water, sewers, and roads. The proposed development of 29 moveable self-storage units will not require any expansion to existing infrastructure. The proposed expansion of storage units will continue to service the surrounding neighbourhood, such as residential and local businesses, who require off-site storage facilities. The proposed development is outside of a natural heritage area and does not pose any risks to human health and safety associated with the site, as it is recognized that there will still be more than sufficient room for any emergency vehicles to access the site should that be required in the future.

4.2 Settlement Areas (Section 1.1.3)

The subject lands are within a "Settlement Area," which is defined by the PPS as: "urban areas and rural Settlement Areas, and include cities, towns, villages and hamlets". The PPS further explains that Settlement Areas vary significantly in terms of size, density, population, economic activity, diversity and intensity of land uses, service levels, and types of infrastructure available.

PPS policy 1.1.3.1 states that Settlement Areas shall be the focus of growth and development. Policy 1.1.3.2 provides the criteria for land use patterns within Settlement Areas. The proposed development is designed in accordance with the applicable policies in Section 1.1.3.2 as follows:

- The proposal represents an efficient use of land and resources (1.1.3.2(a)).
- The proposal will efficiently use existing municipal infrastructure and will not require any expansion to the municipal infrastructure (1.1.3.2(b)).

The proposed development is considered appropriate for the immediate neighbourhood which maintains a range of commercial and light industrial land uses along Stave Court Drive. The proposal efficiently maximizes the development potential of the site while remaining compatible with the surrounding area and utilizing the existing infrastructure in place.

In summary, the proposed amendment is consistent with the Provincial Policy Statement.

5 Town of Arnprior Official Plan

5.1 Mixed Use Commercial/Employment Area Designation

The subject lands are designated Mixed Use Commercial/Employment Area on Schedule “A” to the Town of Arnprior Official Plan as shown in Appendix 3 Schedule “A” to the Town of Arnprior Official Plan. The objectives of this designation are as follows:

- a) Provide for the development of retail uses that primarily have large floor areas in high traffic areas that have been comprehensively planned;
- b) Maintain and enhance the function of these commercial areas in the Town that serve a large market as major multi-use, multipurpose commercial areas;
- c) To encourage the consolidation, intensification and expansion of major commercial uses and to encourage the redevelopment of existing major commercial uses to foster a more pedestrian oriented environment;
- d) Provide for orderly, phased redevelopment of existing single use commercial areas into multi use commercial areas that accommodate complementary retail, service, and office employment uses;
- e) Provide locations for light industrial uses that do not require large buildings or sites;
- f) Provide locations for start up uses and other uses that require a variety of site and building configurations;
- g) Provide opportunities for redevelopment and the evolution of traditional industrial uses into higher quality service commercial and office uses in mixed-use buildings;
- h) Provide opportunities for businesses offering complementary services to locate in close proximity to each other; and
- i) Protect these commercial areas from incompatible residential uses.

Section C5.6 provides policies for development and redevelopment in the in the Mixed Use Commercial/Employment Area designation and state that the Town must be satisfied that:

- a) Adequate on-site parking facilities are provided for the development with such parking being provided in locations that are compatible with surrounding land uses;
- b) Every effort has been made to provide motor vehicle access to the lot from an abutting street where possible, without unduly creating traffic infiltration issues in the surrounding area;
- c) Vehicular access points to multiple uses on the lot are coordinated and consolidated where possible;
- d) The development will have minimal impacts on adjacent properties in relation to grading, drainage, access and circulation, and privacy;
- e) Any loading and storage facilities that are provided are buffered so as to minimize disruption and the enjoyment of neighbouring residential properties;
- f) Improvements to the streetscape, such as soft landscaping, lighting fixtures, benches and public art, are part of the overall project design;



- g) New buildings are designed to present their principal building facades with an appropriate building design that faces the public road;
- h) Barrier free access for persons using walking or mobility aids are provided in all public and publicly accessible buildings and facilities and along major pedestrian routes;
- i) All lighting will be internally oriented so as not to cause glare on adjacent properties or public roads;
- j) Site and building services and utilities such as waste storage facilities, loading, air handling equipment, hydro and telephone transformers and switching gears and metering equipment, are located and/or screened from public roads and adjacent residential areas or other sensitive land uses, in order to buffer their visual and operational effects; and
- k) Waste storage areas are integrated into the principal building on the lot and where waste storage areas are external to the principal building, they are enclosed and not face a public road.

The Mixed Use Commercial/Employment Area also states that all development is subject to Site Plan Control in accordance with Section F4 of the Official Plan.

The proposed development would provide for an expansion to the number of self-storage units on the subject lands and would not impact any surrounding residential uses. Self-storage, by its very nature, is a low traffic, low impact use. The proposed new storage units would have minimal visual impact as observed from the pedestrian realm, as it is recognized that the majority of new storage units proposed (i.e., 23 of 29 units) would be facing south and oriented towards Highway 417 and therefore well screened from view along Stave Court Drive. Moreover, the proposed 6 storage units that would be located towards the front of the property placed in an orderly manner along the existing fence, serve as an additional visual buffer from the existing development on the subject lands.

As previously noted, a Servicing and Stormwater Management Plan were prepared and submitted in June of 2024. The report concluded that no negative impacts on adjacent lands or downstream watercourses would occur as a result of the proposed development. An application for Site Plan Control in accordance with the policies stipulated in Section F4 of the Official Plan has been submitted concurrently with the subject zoning by-law amendment application, demonstrating compliance with the above policy.

5.2 Summary

The proposed zoning by-law amendment complies with the relevant policies of the Official Plan for the Town of Arnprior and will have the effect of facilitating appropriate expansion of the existing commercial uses on the subject lands.

6 Town of Arnprior Zoning By-law No. 6875-18

The subject lands are zoned Mixed Used-Commercial/Employment on Schedule "A" to Town of Arnprior Comprehensive Zoning By-law No. 6875-18 as shown in Appendix 4 Town of Arnprior Zoning By-law 6875-18: MU-CE Zoning. Commercial self-storage is recognized as a permitted use in the MU-CE zone.

A zoning by-law amendment will be required to reduce the required Provincial Highway setback in section 4.15.1 from 14 metres to 8 metres and to reduce the required front yard setback in section 7.6 from 6 metres to 0 metres. The proposed development will otherwise comply with all other relevant provisions in the MU-CE zone.

With respect to the proposed reduction to the Provincial Highway setback, the Ministry of Transportation (MTO) provided written confirmation in April 2024 that their office has no concerns with the reducing the required setback from 14 metres to 8 metres for the proposed development, as shown on Appendix 5 Correspondence from the Ministry of Transportation. Given that the required 14 metre Provincial Highway setback is to protect the interests of MTO, it is appropriate in our opinion to proceed in accordance with the direction received from their office. Further, no impact on emergency access is anticipated, as the proposed development would still



leave a sufficient amount of space on site for emergency vehicles to access any buildings or structures, as demonstrated in the aforementioned Fire Route Plan.

In terms of the proposed reduction to the required front yard setback, it is recognized that the intent of this provision is to ensure compatibility between surrounding land uses, including visual appearance from the public realm and the protection of character for the surrounding neighbourhood. As noted above, the subject lands are located in an area mostly developed with commercial and industrial uses, including the Arnprior Transmission shop immediately east. There exist structures on neighbouring properties that also appear to have minimal setbacks from the property line abutting Stave Court Drive. Additionally, the property is located at the end of Stave Court Drive and is not visible to those who may be travelling along Daniel Street.

It is also important to note that the 6 units which would have a proposed front yard setback of 0 metres would not be directly abutting the street or any existing walkways, as it is recognized that the boulevard between the property line and Stave Court Drive extends approximately 8 metres from the property line to the closest point of the gravel shoulder. Therefore, the proposed development is not anticipated to have a significant impact on visual appearance from the street.

7 Conclusions and Recommendations

The proposed application for Zoning By-law Amendment has been reviewed against the policies contained in the PPS, the Town of Arnprior Official Plan and the standards in the Town of Arnprior Comprehensive Zoning By-law. The analysis contained in this report demonstrates that the requested application is in the public interest and represents good planning for the following reasons:

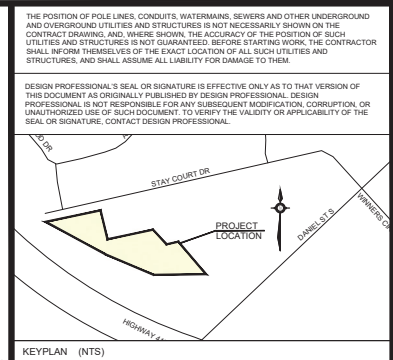
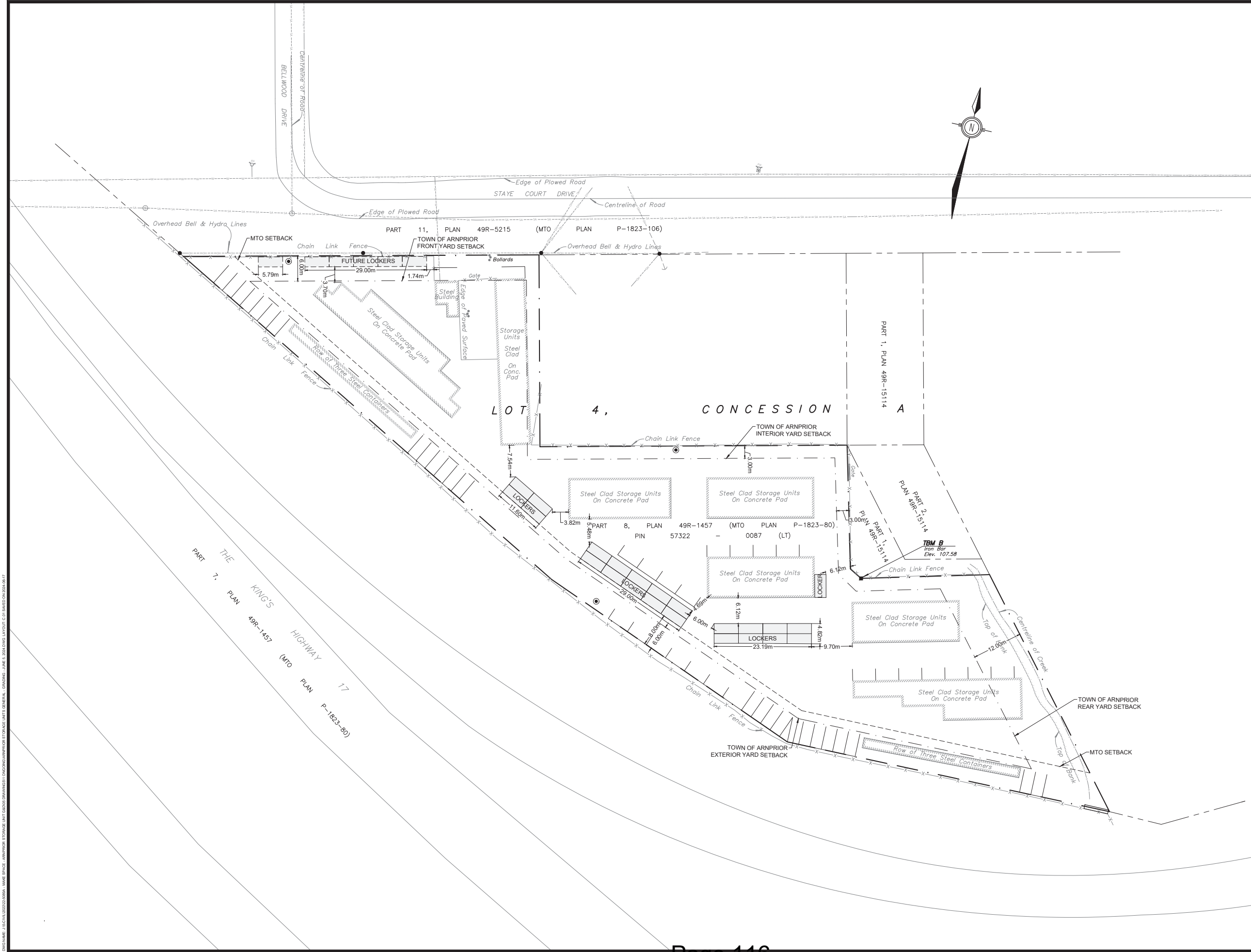
- The proposed development is consistent with the Provincial Policy Statement.
- The proposed development conforms to the Town of Arnprior Official Plan.
- The Ministry of Transportation has indicated their support for reducing the required Provincial Highway setback from 14 metres to 8 metres (Appendix 5).
- The proposed additional units will be imperceptible from the public realm and is not anticipated to have any adverse impact on the existing character of the neighbourhood.
- The proposed development will serve to enhance the functionality, utility, long-term use, and operations of the subject lands.
- The proposed development will not require any expansion to existing infrastructure.
- The proposed new storage units are supported by all technical reports and studies submitted concurrently with the application for Site Plan Control.

Based on these conclusions, it is our opinion that the subject application for Zoning By-law Amendment constitutes good planning and should be approved.

End of report.



Appendix 1 Site Plan



SITE INFORMATION:

LEGAL DESCRIPTION: PART 8 OF LOT 4, CONCESSION A, GEOGRAPHIC TOWNSHIP OF ARNPRIOR, TOWN OF ARNPRIOR, COUNTY OF RENFREW

INFORMATION TAKEN FROM: ADAM KASPRZAK SURVEYING LTD. PLAN OF SURVEY PLAN 22-2011

SUBJECT LANDS ZONING: BY-LAW 06-03-01 MIXED USE COMMERCIAL EMPLOYMENT - MU-CE

ZONING INFORMATION:

MU-CE MIXED USE COMMERCIAL EMPLOYMENT		
LOT AREA	MIN. 1858 sq.m.	ACTUAL - 9459 sq.m.
LOT FRONTAGE	MIN. 30.0 m.	ACTUAL - 84.7 m.
FRONT YARD SETBACK	MIN. 6.0 m.	
SIDE YARD	MIN. 6.0 m.	
BUILDING HEIGHT	MAX. 14.0 m.	

SITE DATA:

GROSS SUBJECT LOT AREA	9,459 sq.m. (101,815 sq.ft.)
BUILDING AREA	= 2994 sq.m. (27,921 sq.ft.) / 27.4%

TOTAL BUILDING COVERAGE: = 2994 sq.m. (27,921 sq.ft.) / 27.4%

EXISTING ASPHALT SURFACES: = 6029 sq.m. (64,895 sq.ft.)

EXISTING GRAVEL SURFACES: = 451 sq.m. (4,854 sq.ft.)

TOTAL ASPHALT/GRAVEL SURFACES: = 6480 sq.m. (69,750 sq.ft.) / 68.5%

LANDSCAPED / UNDEV. AREAS: = 205 sq.m. (2,206 sq.ft.) / 2.17%

TOTAL LOT AREA: 9,459 sq.m. 100%

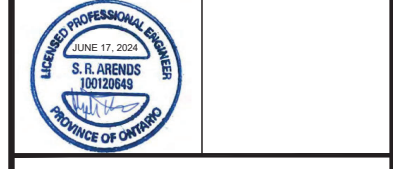
PARKING REQUIREMENTS:

2.7m W. x 5.5m LG. (MINIMUM SPACE)

OUTDOOR STORAGE USE (130m² OFFICE) = 1 SPACE

PARKING PROVIDED = 51 SPACES

No.	YYYY-MM-DD	BY	REVISION COMMENTS
2	2024-06-17	SA	RE-ISSUED FOR SITE PLAN APPLICATION
1	2023-01-23	SA	ISSUED FOR SITE PLAN APPLICATION

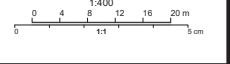


ARNPRIOR STORAGE UNITS G&D
ARNPRIOR, ONTARIO
 ~
SITE PLAN

Jp2g Consultants Inc.
 ENGINEERS • PLANNERS • PROJECT MANAGERS
 12 INTERNATIONAL DRIVE, PEMBROKE, ON
 Phone: (613) 735-2507, Fax: (613) 735-4513
 1150 MORRISON DRIVE, SUITE 410, OTTAWA, ON
 Phone: (613) 828-7500, Fax: (613) 828-2900

Jp2g Project No.: 22-5089A 16 EDWARDS STREET SOUTH UNIT 538, ARNPRIOR, ON

CLIENT No.: 22-5089A	SCALE: H=1:400, V=1:50
DESIGNED: AF	
DRAFTED: AF	
CHECKED: SA	
APPROVED: SA	



CO.1

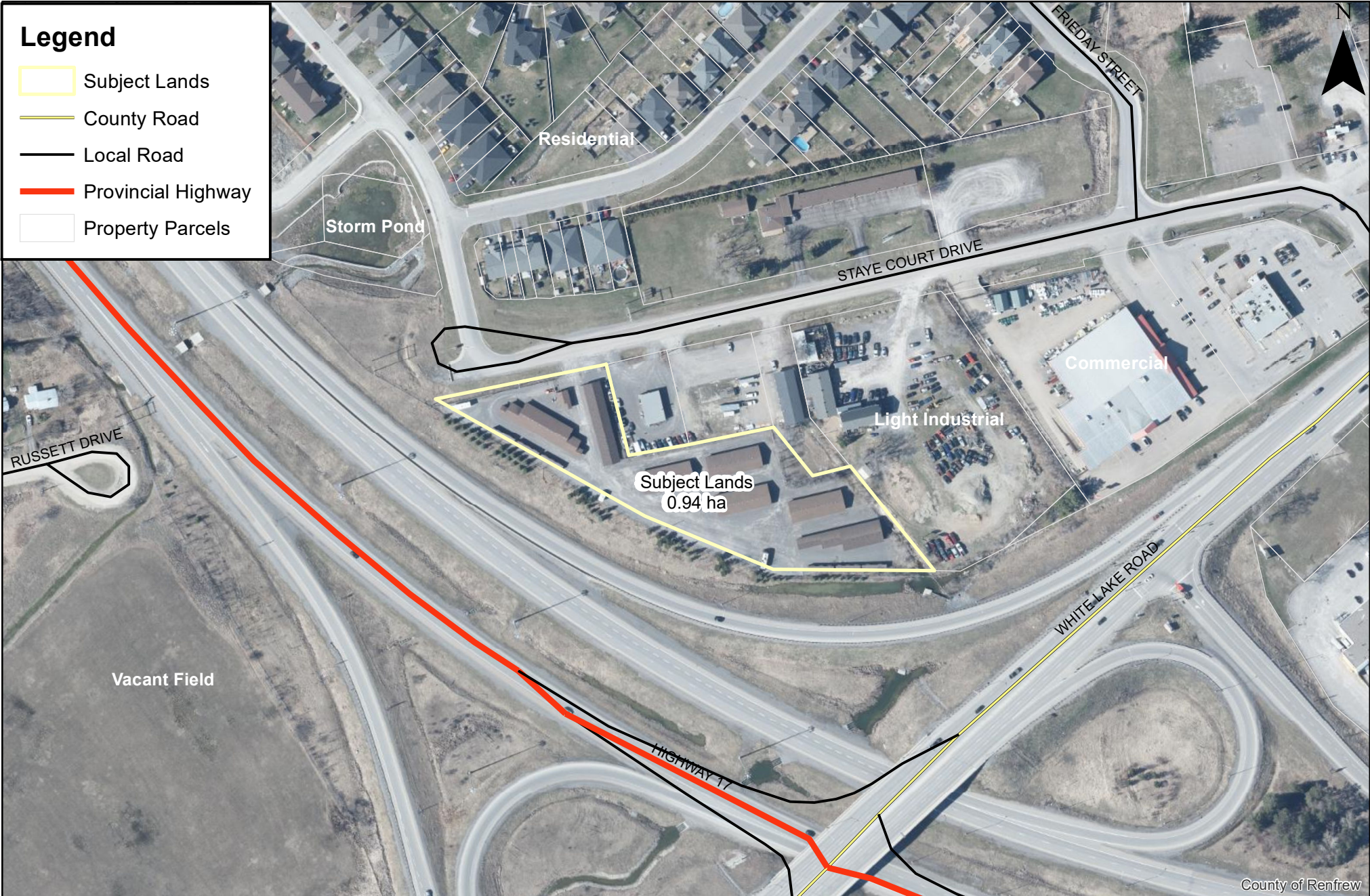
PROJECT: ARNPRIOR STORAGE UNIT GRADING DRAWINGS; CONSULTANT: Jp2g CONSULTANTS INC.; DRAWING: ARNPRIOR STORAGE UNITS GENERAL - GRADING - JUNE 5, 2024.DWG



Appendix 2 Site and Surrounding Land Uses Map

Legend

- Subject Lands
- County Road
- Local Road
- Provincial Highway
- Property Parcels



County of Renfrew

Project No. 22-5089A
Prepared by: JC
Reviewed & Approved by: AH
Date: August 2024

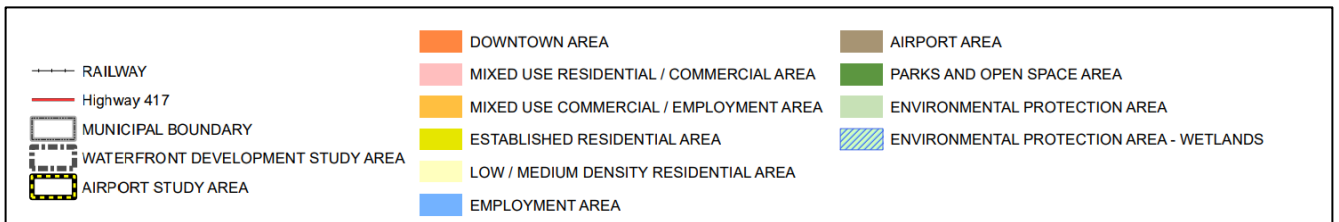
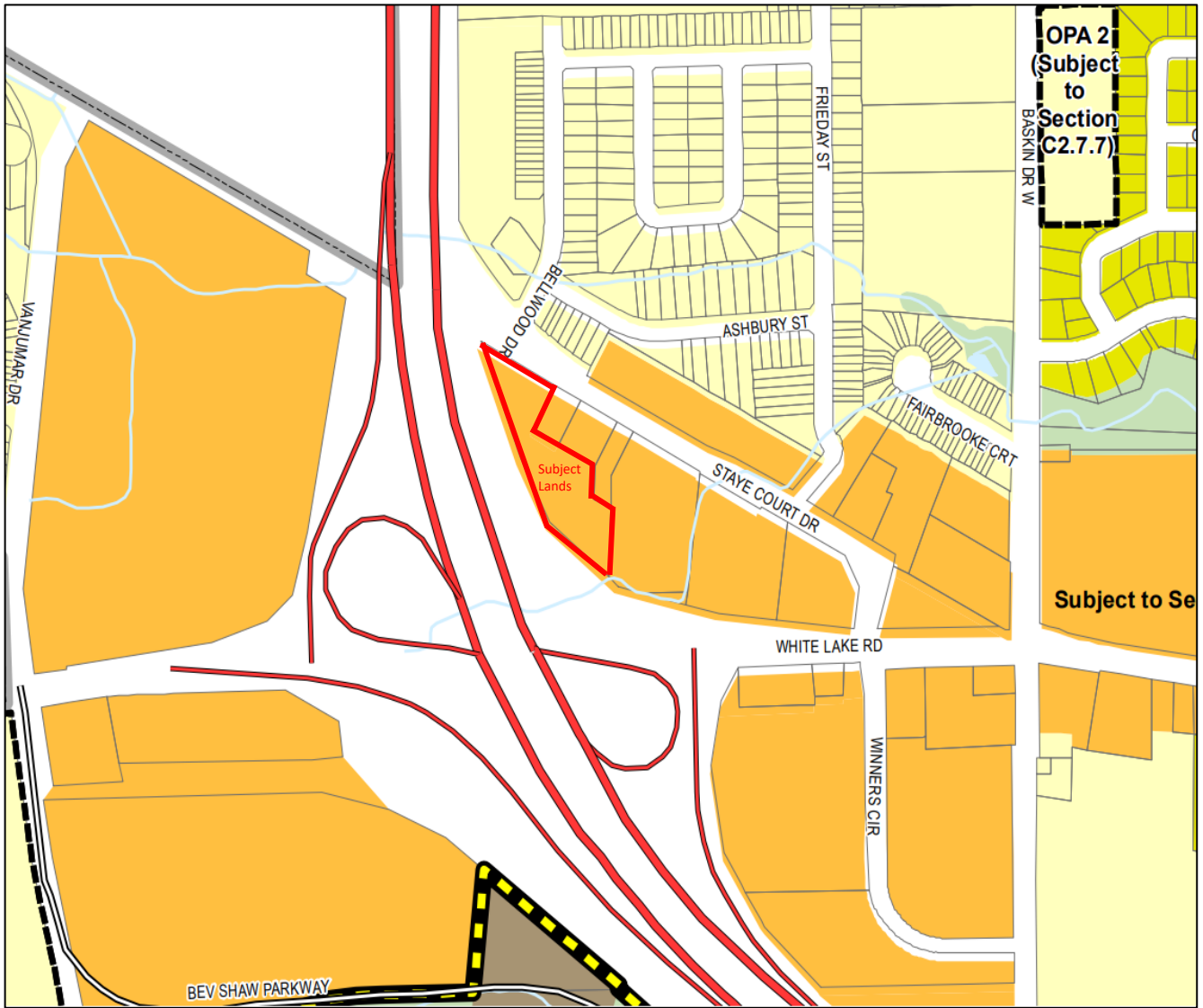


Site and Surrounding Land Use

1:2,500

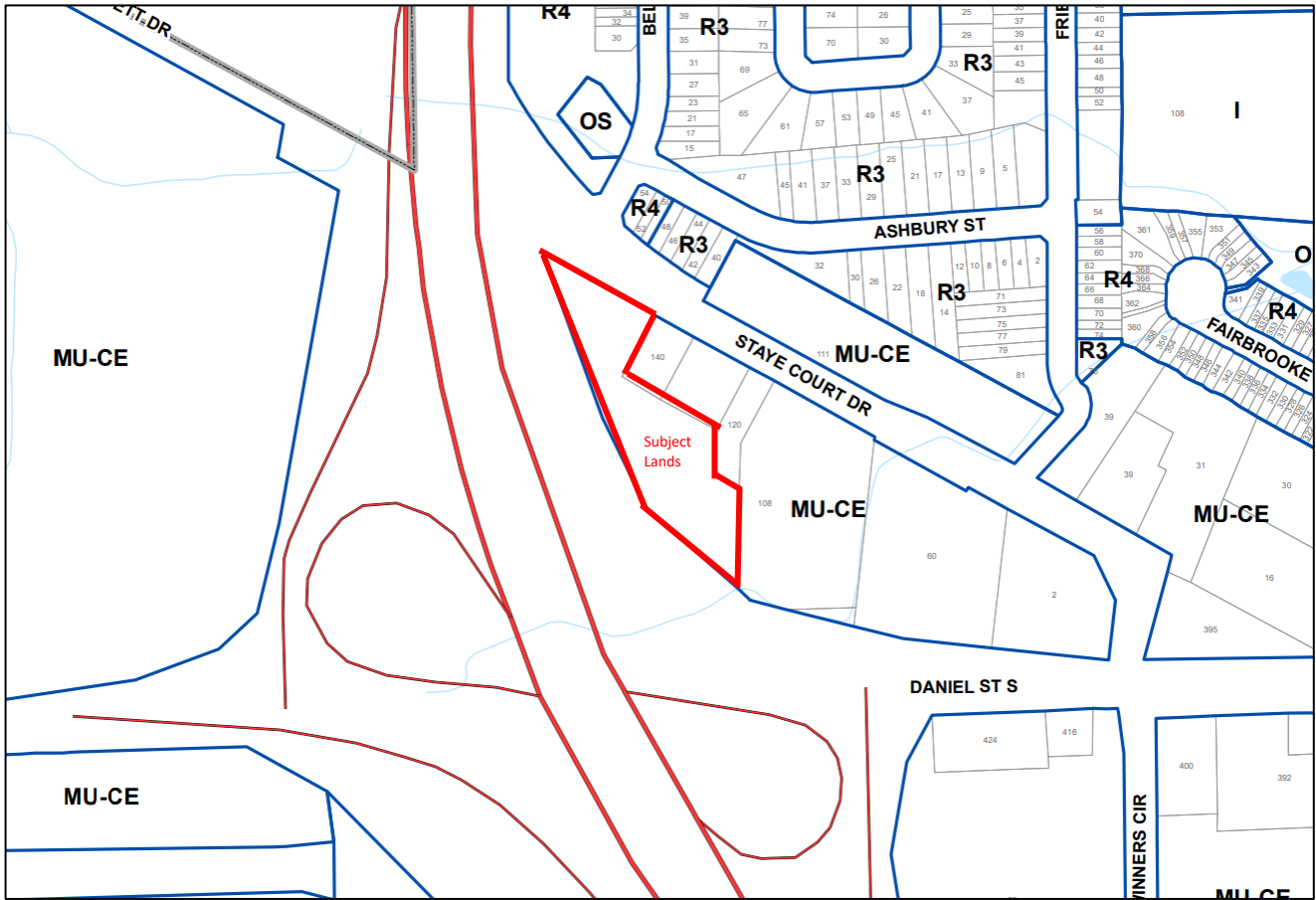



Appendix 3 Schedule “A” to the Town of Arnprior Official Plan





Appendix 4 Town of Arnprior Zoning By-law 6875-18: MU-CE Zoning



A-D	Airport	OS	Open Space
D-CR	Downtown - Commercial/Residential	R1	Residential One
EMPL	Employment	R2	Residential Two
EP	Environmental Protection	R3	Residential Three
FD	Future Development	R4	Residential Four
I	Institutional	T-U	Transportation/Utilities
MU-CE	Mixed Use - Commercial/Employment		Floodplain Overlay
MU-RC	Mixed Use - Residential/Commercial		



Appendix 5 Correspondence from the Ministry of Transportation

Stephen Arends

From: HCMS-Do-Not-Reply <HCMS@ontario.ca>
Sent: April 2, 2024 2:10 PM
To: Stephen Arends
Subject: MTO Highway Corridor Management Response to Pre-consultation Request 2024-42O-000093 Submitted on March 20, 2024/Réponse à la demande de consultation préalable au Bureau de gestion des couloirs routiers du MTO no 2024-42O-000093 soumise le 20 mars 2024

You don't often get email from hcms@ontario.ca. [Learn why this is important](#)

****EXTERNAL EMAIL**** Please use caution.

Please see the response below to the Pre-consultation request you submitted on March 20, 2024.

Good day Stephen,

After our initial phone discussion I have further assessed the corridor in this location/the surrounding area and discussed the points you have provided and my findings with my Section Head and Senior Project Manager. Given the fact these structures can be installed without a foundation, we could permit these "pods" to be installed with a setback of 8m rather than the 14m indicated. This setback is specifically for these structures, and any other type of building or structure will be assessed independently (the 14m setback could be enforced for other developments). With the reduced setback and the defined setback for parking lots at 3m from the property line it may be possible to access these storage units from the highway side of the structures.

You will need to submit a permit application for the structures through HCMS. If accessory developments are required for the installations (ex. illumination-light standards) then additional documentation or studies may be required. Conditions around the temporary removal of the structures in the event of a temporary limited interest for an improvement or maintenance project may also be included with any permit. being provided. In addition to the site plan and grading plan provided you/your client must submit a drainage report or, if no change to surface flows will occur from the grade alteration for the structures occurs, a drainage statement acknowledging and stating no impacts to the existing highway drainage.

If you have any additional questions please feel free to reach out to me by email or phone.

Safe Travels,
Robert Cole

If you have any questions, please contact:

Employee to whom the Pre-consultation has been assigned to for review:

Robert Cole

Phone: 613 202 1786

Email: Robert.Cole@ontario.ca

Ministry of Transportation
Highway Corridor Management Section - Ottawa Office
347 Preston St, 4th Floor
Ottawa, ON K1S 3J4

Please retain this email for your records.

Thank You,
Highway Corridor Management
Ministry of Transportation of Ontario
<https://www.hcms.mto.gov.on.ca>

Please note: This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Veillez voir la réponse ci-dessous à la demande de consultation préalable soumise le 20 mars 2024.

Good day Stephen,

After our initial phone discussion I have further assessed the corridor in this location/the surrounding area and discussed the points you have provided and my findings with my Section Head and Senior Project Manager. Given the fact these structures can be installed without a foundation, we could permit these "pods" to be installed with a setback of 8m rather than the 14m indicated. This setback is specifically for these structures, and any other type of building or structure will be assessed independently (the 14m setback could be enforced for other developments). With the reduced setback and the defined setback for parking lots at 3m from the property line it may be possible to access these storage units from the highway side of the structures.

You will need to submit a permit application for the structures through HCMS. If accessory developments are required for the installations (ex. illumination-light standards) then additional documentation or studies may be required. Conditions around the temporary removal of the structures in the event of a temporary limited interest for an improvement or maintenance project may also be included with any permit. being provided. In addition to the site plan and grading plan provided you/your client must submit a drainage report or, if no change to surface flows will occur from the grade alteration for the structures occurs, a drainage statement acknowledging and stating no impacts to the existing highway drainage.

If you have any additional questions please feel free to reach out to me by email or phone.

Safe Travels,
Robert Cole

Si vous avez des questions, veuillez communiquer avec:

Nom de l'employée ou de l'employé à qui la demande de consultation préalable a été soumise :

Robert Cole

Téléphone : 613 202 1786

Adresse de courriel : Robert.Cole@ontario.ca

Ministère des Transports
Highway Corridor Management Section - Ottawa Office
347 Preston St, 4th Floor
Ottawa, ON K1S 3J4

Veuillez conserver ce courriel pour vos dossiers.

Cordialement,
Gestion des couloirs routiers
Ministère des Transports de l'Ontario
<https://www.hcms.mto.gov.on.ca>

Veuillez noter ce qui suit : Ce courriel est envoyé à partir d'une adresse servant uniquement à l'envoi d'avis qui ne peut accepter de courriels entrants. Veuillez ne pas répondre à ce message.



Town of Arnprior Staff Report

Subject: Proclamation for Fire Prevention Week (October 6th to 12th, 2024)

Report Number: 24-09-09-05

Report Author and Position Title: Oliver Jacob, Deputy Clerk

Department: Client Services

Meeting Date: September 9th, 2024

Recommendations:

That Council proclaim October 6th to 12th, 2024 as Fire Prevention Week 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	Town of Arnprior Fire Services 67 Meehan Street Arnprior, ON K7S 2B7
Section 5.2.2 – Contact Person’s Name	Bob Smith, Captain – Fire Prevention Officer bsmith@arnprior.ca
Section 5.2.3 – Name of Proclamation and Duration	Fire Prevention Week October 6 th to 12 th , 2024

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

Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No
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 – Fire Prevention Week – October 6th to 12th, 2024
2. Proclamation Request

Signatures

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



ARNPRIOR

Town of Arnprior Proclamation

Fire Prevention Week

October 6th to 12th, 2024

Whereas the Town of Arnprior is committed to ensuring the safety and security of all those living in and visiting Arnprior; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas residents should identify places in their home where fires can start and eliminate those hazards; and

Whereas residents should install working smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

Whereas residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and

Whereas residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas our first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas the 2024 Fire Prevention Week theme is “Smoke alarms: make them work for you!” and it aims to educate everyone about simple but important actions they can take to keep themselves and those around them safe;

Therefore I, Lisa McGee, Mayor, do hereby proclaim October 6th to 12th, 2024 as “Fire Prevention Week” in the Town of Arnprior and urge all residents and visitors to be aware of their surroundings, engage in fire safe practices and support the many public safety activities of the Arnprior Fire Department during Fire Prevention Week and all year long.

Lisa McGee, Mayor
Town of Arnprior



Fire Department
67A Meehan Street
Arnprior, ON K7S 2B7

tel 613 623 4231
fax 613 623 8026

arnprior@arnprior.ca
www.arnprior.ca

August 12th, 2024

Corporation of the Town of Arnprior
Municipal Office
Kaila Zamojski, Clerk
105 Elgin Street
Arnprior On, K7S 0A8

Mrs. Zamojski,

Re: Request for “Fire Prevention Week” proclamation.

The Fire Prevention Office of the Arnprior Fire Department sponsors “Fire Prevention Week” each October to increase public awareness of the fire hazards around us at home, school, and work. This year the Fire Prevention Office would like to extend this initiative by asking Town Officials to proclaim the week of October 6th – 12th, 2024 “Fire Prevention Week in the Town of Arnprior”. Campaign resources and outreach activities highlight the simple steps we can all take to avoid personal tragedy. This year’s Fire Prevention Week™ (FPW™) campaign, “Smoke alarms: make them work for you!” works to educate everyone about simple but important actions they can take to keep themselves and those around them safe. Today’s homes burn faster than ever. Having working smoke alarms in the home reduces the risk of dying in a home fire by more than half (54 percent). However, roughly three out of five fire deaths occur in homes with either no smoke alarms or no working smoke alarms. More than one-third (38 percent) of home fire deaths result from fires in which no smoke alarms are present.

People tend to remove smoke alarm batteries or dismantle them altogether when they don’t know how to fix the issue. These actions put them at serious risk in the event of a home fire. This year’s Fire Prevention Week campaign gives people the tools and know-how to keep their smoke alarms in working order.

Key messages for this year’s Fire Prevention Week theme, “Smoke alarms: Make them work for you!” include the following:

- Install smoke alarms in every bedroom, outside each separate sleeping area (like a hallway), and on each level (including the basement) of the home.
- Make sure smoke alarms meet the needs of all family members, including those with sensory or physical disabilities.
- Test smoke alarms at least once a month by pushing the test button.
- Replace all smoke alarms when they are 10 years old or don’t respond when tested.

• **WHERE THE RIVERS MEET** •



Fire Department
67A Meehan Street
Arnprior, ON K7S 2B7

tel 613 623 4231
fax 613 623 8026

arnprior@arnprior.ca
www.arnprior.ca

We urge Council to join with us in this important initiative to increase fire prevention and safety awareness in our community. A Fire Prevention Week Proclamation will serve as a powerful example of Councils commitment to the safety of the people of the Town of Arnprior.

Thank you for your consideration.

Bob Smith

Captain – Fire Prevention Officer,
Arnprior Fire Department



Town of Arnprior Staff Report

Subject: Proclamation for Test Your Smoke Alarm Day (September 28th, 2024)

Report Number: 24-09-09-06

Report Author and Position Title: Oliver Jacob, Deputy Clerk

Department: Client Services

Meeting Date: September 9th, 2024

Recommendations:

That Council proclaim September 28th, 2024 as “Test Your Smoke Alarm 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	Town of Arnprior Fire Services 67 Meehan Street Arnprior, ON K7S 2B7
Section 5.2.2 – Contact Person’s Name	Rick Desarmia, Fire Chief rdesarmia@arnprior.ca
Section 5.2.3 – Name of Proclamation and Duration	Test Your Smoke Alarm Day September 28 th , 2024

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

Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown / flag raising ceremony	No
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 – Test Your Smoke Alarm Day – September 28th, 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



ARNPRIOR

Town of Arnprior Proclamation

Test Your Smoke Alarm Day

September 28th, 2024

Whereas "Test Your Smoke Alarm Day" marks the first day of action to promote installing and testing working smoke alarms in every home in Ontario;

Whereas in 2022, there were 133 fire fatalities in the Province of Ontario, the largest number of fire-related deaths in 20 years;

Whereas a working smoke alarm has been legally required to be installed on every storey of a residence in Ontario since 2006;

Whereas this awareness campaign is led by the Office of the Ontario Fire Marshall and supported by the Arnprior Fire Department each year;

Therefore I, Lisa McGee, Mayor, do hereby proclaim September 28th, 2024 as "Test Your Smoke Alarm Day" in the Town of Arnprior and urge all local residents to test the smoke alarms in their residence by pressing the test button, replacing the batteries and making sure that they are in good working order.

Lisa McGee, Mayor
Town of Arnprior

The Corporation of the Town of Arnprior

By-Law Number 7516-24

A by-law to award a contract for design proposal 21-1007P Design of Daniel Street - Albert Street Sanitary Sewer Upsizing.

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

Whereas on April 9th, Council passed a resolution directing staff to apply for the Housing Enabling Water Systems Fund (HEWSF) for the Daniel Street-Albert Street Sanitary Sewer Upsizing project; and

Whereas in August 2024, the Town of Arnprior received notification from the Ministry of Infrastructure that the HEWSF application for funding was successful and that design works for the project must be initiated by September 31, 2024; and

Whereas in accordance with the Town's Procurement Policy (By-Law 6942-19), JP2G Consultants Inc submitted proposal 21-1007P for design of the Daniel Street - Albert Street Sanitary Sewer Upsizing Project under standing offer agreement in the amount of \$212,737.19 inclusive of HST; and

Whereas the Council of the Town of Arnprior deems it expedient to enter into an agreement with Jp2g for engineering design for the Daniel Street – Albert Street Sanitary Sewer Upsizing Project.

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

1. **That** Council award the Daniel Street-Albert Street Sanitary Sewer Upsizing engineering design assignment to JP2G Consultants Inc, at a cost of \$212,737.19 including HST, to be funded 73% from the HEWSF grant and the remaining 27% funded from the Wastewater Reserve (25%), Water Reserve (25%) and Capital Expenditure Reserve Fund (50%); and
2. **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 JP2G Consultants Inc.

3. **That** any by-laws, resolutions, or parts of by-laws inconsistent with this by-law be hereby repealed.

Enacted and Passed this 9th day of September, 2024.

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7517-24

A by-law to authorize the Corporation of the Town of Arnprior to enter into a lease agreement for the use of space on the water tower with Storm Internet Services.

Whereas the Municipal Act, S.O. 2001, as amended provides that a municipality may enter into agreements; and

Whereas the prior lease agreement for use of space on the water tower authorized under By-Law 7117-20 has expired; and

Whereas the Town of Arnprior and Storm Internet Services wish to enter into a new agreement for use of space on the water tower for a five-year term; and

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

- 1. That** the Mayor and Clerk are hereby authorized on behalf of the Corporation of the Town of Arnprior to execute the attached Lease Agreement with Storm Internet Services.
- 2. That** By-law Number 7116-20 and any other by-law or resolution or part of by-law or resolution options thereof which are inconsistent with the provisions herein, are hereby repealed.
- 3. That** this by-law shall come into force and effect on the day of its passing.

Enacted and Passed this 9th day of September, 2024

Signatures:

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

THIS AGREEMENT MADE IN DUPLICATE ON THIS 26th DAY OF AUGUST 2024

BETWEEN **The Corporation of the Town of
Arnprior hereinafter called the
"Lessor"**

AND **STORM INTERNET SERVICES
hereinafter called the "Lessee"**

WITNESSES that the Lessor, in consideration of the rents, covenants, provisions and conditions hereinafter reserved and contained, leases unto the Lessee space on the **Water Tower** to install antennas and all necessary apparatus, fixtures and attachments, (hereinafter referred to as the "Leased Premises") together with the right to install operate and maintain the antennas and all related equipment including certain cables, attachments and equipment shelter (hereinafter referred to as the "Equipment") on the building located at 433 Hartney St. Arnprior, Ontario, (hereinafter referred to as the "Property")

AND THE PARTIES AGREE AS FOLLOW:

ARTICLE 1 - DEFINITIONS

- 1.1 The word "Lessor" when used herein shall mean the Corporation of the Town of Arnprior and shall include the successors and assigns.
- 1.2 The word "Lessee" or other words relative thereto, or of like import shall mean and include, irrespective of gender or number, STORM INTERNET SERVICES and its or any of its executors, administrators, successors, or assigns.

ARTICLE 2 - PURPOSE

- 2.1 The Leased Premises shall be used for the installation, operation and maintenance of the Equipment, all together for the purpose of transmitting and/or receiving wireless communications.

ARTICLE 3 - TERM

- 3.1 The term of this Lease Shall be for five (5) years commencing on the 1st day of January 2024 and termination on the 31st day of December, 2028.

ARTICLE 4 - OVERHOLDING

- 4.1 If, at the end of the term of this Lease, the Lessee remains in possession of the Leased Premises without the execution and delivery of a new lease or a written renewal or extension of this Lease, the Lessee will be considered to be occupying the Leased Premises as a tenant from the month to month at a monthly rental payable in advance



on the first day of each month equal to one twelfth of the rental payment for the year immediately preceding and shall be subject to all terms and conditions of this Lease, except that the tenancy shall be from month to month without any right of renewal.

ARTICLE 5-MONIES PAYABLE BY LESSEE

5.1 The Lessee covenants and agrees to pay to the Lessor an annual fee based on the following schedule payable in four (4) equal quarterly installments in advance starting on January first (1st) of the year two thousand and twenty-four (2024) which corresponds with the first (1st) day of the month in the year of the first term and continuing for the original term of this Lease.

	Year 1 (2024)	Year2 (2025)	Year3 (2026)	Year4 (2027)	Year5 (2028)
Annually (plus HST)	\$5,600.00	\$5,700.00	\$5,800.00	\$5,900.00	\$6,000.00
Quarterly (plus HST)	\$1,400.00	\$1,425.00	\$1,450.00	\$1,475.00	\$1,500.00

5.2 The Lessee shall pay to the Lessor, in addition to the fees listed in 5.1, the cost of the electrical power used on the Leased Premises at the same rate per kilowatt-hour as the average rate charged to the Lessor by the electrical utility for the Property. At the start of the contract, the electricity usage is estimated to be \$780.00 per year since there is not a separate meter installed. This amount can be adjusted based on electricity usage.

ARTICLE 6 -ACCESS TO THE LEASE PREMISES

6.1 The Lessee, its employees, officers, and agents shall have access to the Leased Premises only when accompanied by an employee, officer or agent of the Lessor. The Lessor shall recover the cost of accompanying the lessee at a rate of \$40.00 per hour during regular hours and \$60.00 per hour after hours (three hour minimum for callouts). Access will not be unreasonably denied by the Lessor.

6.2 The Lessee, its employees, officers, and agents shall at all times, upon accessing the leased premises, be responsible to ensure that all Health and Safety procedures are understood and being followed as per municipal and provincial regulations.

ARTICLE 7 - NON EXCLUSIVITY AND INTERFERENCE

7.1 It is agreed and understood that any installations on the Water Tower will not interfere or degrade the Lessee's existing and future signals or transmissions in any way whatsoever. Should at any time, the signals or transmissions of a third party interfere with or degrade those of the Lessee, then the Lessor upon notice from the Lessee, with a copy of the notice being sent to the third party, shall immediately correct the problem

within 48 hours or within a reasonable amount of time ensuring all available resources are deployed, failing which the third party shall discontinue such use as is the cause of the interference.

ARTICLE 8 - ASSIGNMENT AND SUBLETTING BY THE LESSEE

8.1 The Lessee shall be entitled to make an assignment of this Lease or to sublet or transfer in whole or a portion of the Equipment or the Leased Premises, subject to prior consent in writing of the Lessor, such consent not to be unreasonably refused or withheld. In the case of a transfer or sub-lease, the Lessee shall remain jointly responsible for all payment of rent compliance to all covenants and conditions stipulated in this Lease and in the case of an assignment the Lessee shall obtain in writing an undertaking from the assignee that it will comply with all covenants and conditions stipulated in this Lease.

Notwithstanding the foregoing, the Lessee shall be entitled to sublet in whole or in part or to assign the Lease to any company related to STORM INTERNET SERVICES without having to obtain the prior consent of the Lessor except if the structural, electrical or mechanical systems of the Water tower require modifying. Modifications of this nature shall be authorized by the General Manager, Operations.

ARTICLE 9-PAYMENT OF TAXES

9.1 The Lessee shall pay all the business taxes and any other taxes including any property taxes increase attributable to the Lessee's installation that may from time to time be imposed by the government body for continued exploitation of its business. The Lessee shall reimburse the Lessor for the payment of any such taxes paid by the Lessor on the Lessee's behalf. The Lessor shall provide all proofs necessary to permit Lessee's payment.

9.2 The Lessor shall pay all real estate and school taxes and fees that may be levied from time to time upon the Lease Premises including water tax but not including any other taxes imposed on the Lessor by reason of Lessee's installation or Lessee's operation of its installation in the Leased Premises.

9.3 The Lessee will have the right, at its own expense, to request a reduction or to contest the amount, legality or method of payment of any and all taxes, taxation amounts, rates, duties, charges, assessments or other fees of any nature imposed or collected with regard to the Lessee's rental locations and telecommunications installations.

The Lessor covenants to co-operate with the Lessee in such a way that any such proceedings initialed by the Lessee may come to a satisfactory agreement. Furthermore, if said proceedings bring about reduction in taxes, the Lessor agrees to remit to the Lessee, without delay and upon reception, any reimbursement amount

paid by taxation authorities to the Lessor with regard to the Lessee's rental locations and/or installations.

ARTICLE 10 - LICENSES

10.1 The Lessee shall procure and maintain, at its own cost and expense, all licenses, permits or approvals as may be necessary to enable the Lessee to conduct the operations provided for in this Lease.

ARTICLE 11 - ALTERATIONS, IMPROVEMENTS

11.1 It is especially understood and agreed that the Lessee's Equipment do not constitute and will not constitute fixtures and shall remain, without exception, the Lessee's property during the entire Term of the Lease or its renewals as the case may be and upon its expiration or upon its early termination. Prior to the expiration of the Term or of any of its renewals, the Lessee at any time and from time to time may remove and carry away the Equipment provided the Lessee restores and Lease Premises to their original condition (ordinary wear and tear only excepted).

11.2 The Lessee may make any alterations and/or improvements during the Term hereof without the prior consent of the Lessor, as long as the alterations and/or improvements do not affect in any way the structure, the mechanical system and the common areas of the Property, and thereafter maintain the said alterations and/or improvements at its own cost. Such alterations and/or improvements may include the installation of the additional antennas and/or various equipments deemed necessary on the Leased Premises. It is especially understood and agreed that those alterations and/or improvements do not constitute and will not constitute fixtures and shall remain without exception the Lessee's property during the entire term of the Lease or its renewals as the case may be and upon its expiration or upon its early termination.

11.3 At the expiration of this Lease or of its renewals as the case may be, the Lessee shall peacefully surrender the Lease Premises. The Lessee shall thereupon forthwith remove from the Lease Premises the Equipment and the said improvements, alterations or replacements. The Lessee shall be bound to remove the Equipment and the said improvements and shall restore the Lease Premises to their original condition (ordinary wear and tear only excepted) all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

11.4 In the event of failure on the part of the Lessee to remove the Equipment and the said improvements, the Lessor may, at its option, remove said Equipment and improvements, and repair damage or injury caused by their installation, in which case

the Lessee shall repay and reimburse the Lessor for all costs and expenses reasonably connected therewith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

- 11.5 The Lessee shall pay for any increased cost of tank maintenance and painting or coating of the tank that is incurred by the Town of Arnprior arising as result of the installation of the equipment installed by STORM INTERNET SERVICES or assignment.
- 11.6 The Lessee shall be responsible to erect an independent structure, upon approval of the Lessor, to house the communications equipment independent of the tower facility should the Lessor notify the Lessee that the equipment, at any time, is required to be removed. Should this circumstance arise, provisions will be made to allow for connection from the Water Tower mounted antennae.

ARTICLE 12- COMPLIANCE WITH REGULATIONS

- 12.1 The Lessee will not do or permit anything to be done on or about the Leased Premises or bring or keep anything therein which will in any way conflict with the regulations of the fire, police, or health departments or with the rules, regulations, by-laws or ordinances of any governmental authority having jurisdiction over Leased Premises, all of which Lessee undertakes to abide by the conform to.

ARTICLE 13 - INSURANCE

- 13.1 The Lessee shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Lessor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
- a) A limit of liability of not less than \$2,000,000/occurrence with no aggregate limit.
 - b) Add the Lessor as an additional insured with respect to the operations of Storm Internet Services
 - c) The policy shall contain a provision for cross liability and severability of interest in respect of Storm Internet Services
 - d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage
 - e) Products and completed operations coverage
 - f) Broad Form Property Damage
 - g) Contractual Liability
 - h) Owners and Contractors Protective
 - i) Hostile fire
 - j) The policy shall provide 30 days prior notice of cancellation

ARTICLE 14 - INDEMNITY

14.1 The Lessee shall at all times indemnify and save harmless the Lessor or any of its employees, officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence or willful misconduct of any employee, officer or servant of the Lessor while acting or not within the scope of his duties or employment, subject that:

- (i) The Lessee shall in respect to any such claim, made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same and the Lessor covenants to co-operate with the Lessee to that effect;
- (ii) The Lessee shall not be liable to the Lessor for indirect damages including loss of anticipated profits and revenues.

14.2 The Lessee covenants and agrees that it will protect, save and keep the Lessor harmless and indemnified against any penalty, damage and/or charge imposed for any violation of any law or ordinance occasioned by the Lessee.

14.3 The Lessee covenants and agrees that it will protect, save and keep Lessor harmless and indemnified against any and all causes of actions, legal suits, demands, claims of any nature whatsoever, by any person or persons whatsoever, arising out of or in any way related to the conduct of the operations and business of Lessee, and will proceed to the radiation of any privilege or legal hypothec that could have been registered against the Lessor's property pursuant to works undertaken at the request or on behalf of the Lessee, subject that:

- (i) The Lessee shall in respect to any such claim, made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same and the Lessor covenants to co-operate with the Lessee to that effect;
- (ii) The Lessee shall not be liable to the Lessor for indirect damages including loss of anticipated profits and revenues.

ARTICLE 15 - CANCELLATION PRIVILEGE

15.1 In the event that any building, other structure or works of any nature or kind whatsoever is erected in the vicinity of the Leased Premises which screens, shields or

interferes in any manner with the signals transmitted or received by the Equipment, or should the operation of the Equipment become difficult or impractical by reason of partial or complete destruction of the Property, or by reason of any government law, regulation, requirement, municipal by-law, or technological change or advancements, the Lessee may terminate this Lease by giving ninety (90) days prior written notice to the Lessor and the Lessee shall be entitled to remove the Equipment installed on the Leased Premises. In the event of such termination, the Lessor shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any further liability with respect to any matter under this Lease subject to articles 11.3 and 11.4 of the present Lease.

15.2 In the event that Lessor wishes to sell, abandon or materially change the use of the premises, it shall be entitled to terminate this lease on written notice of one hundred and eighty (180) days to the Lessee and the Lessee shall be entitled to remove the Equipment installed on the Leased Premises. In the event of such termination, the Lessor shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any matter under this Lease subject to articles 11.3 and 11.4 of the present Lease.

15.3 This Agreement may be terminated without cause by the Lessee without penalty or other liability by providing the Lessor with at least ninety (90) days written notice advising of such.

ARTICLE 16- REPAIR OF DAMAGE

16.1 If at any time during the term of this Lease any damage (ordinary wear and tear only excepted) should be occasioned to Lease Premises or any part thereof by reason of or on account of the operations of the Lessee, the Lessee shall, within a reasonable time upon notice thereof from the Lessor given in writing, repair and restore and replace the same in good, sufficient and workmanlike manner to the satisfaction of the Lessor.

ARTICLE 17-DEFAULT

17.1 If the Lessee defaults or fails or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Lessor shall give the Lessee written notice of such default and the Lessee shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding, the Lessor may terminate this Lease, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Lessee shall have a reasonable time, as may be determined by the Lessor, to cure such default.

ARTICLE 18 - GOVERNING LAW

18.1 This Lease shall be governed by the laws of the Province of Ontario. Should any provisions of this Lease and/or its conditions be illegal or not enforceable under the laws of such province, it or they shall be considered severable and the Lease and its conditions shall remain in full force and effect and be binding upon the parties as though the said provision or provisions had never been included.

ARTICLE 19 - HEADINGS

19.1 Any note appearing as a heading in this Lease has been so inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

ARTICLE 20- NO PARTNERSHIP

20.1 It is understood and agreed that nothing contained in this Lease nor any acts of the Lessor or Lessee shall constitute or be deemed to constitute the Lessor and the Lessee as partners, joint ventures or principal and agent in any way or for any purpose, nor shall it create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

ARTICLE 21 - ENTIRE AGREEMENT

21.1 This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation here to made by any party to this Lease.

21.2 This Lease may not be amended save by written instrument duly executed by both Lessor and Lessee.

ARTICLE 22 -INTERPRETATION

22.1 Any provision mentioning the Lessor's or Lessee's consent, satisfaction, authorization or permission shall be interpreted and considered in such a way that the Lessor and Lessee shall act reasonably and with diligence, taking into consideration all circumstances pertaining to the matter in question. The same principle shall also apply to any professional, consultant or third party hired by the Lessor or Lessee, if necessary.

ARTICLE 23 – GENERAL

23.1 Any notice or demand to be given to any party to this Lease shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, (except during a real or before an apprehended mail strike in Canada where telex, fax or similar method of recorded communication may be used) and shall be sent to the intended recipient at its address as follows:

The Lessor: **The Corporation of the Town of Arnprior**
Attn: General Manager, Operations
105 Elgin Street West
Arnprior, ON K7S
0A8
Tel: 613-623-4231 ext 1831

The Lessee: **STORM INTERNET SERVICES**
Attn: Beth Kirkwood, Legal & Governance Officer
1760 Courtwood Crescent,
Ottawa, ON K2C 2B5
Tel: 613-567-6585 ext 235

Any party may from time to time change its address by written notice to the other party given in accordance with the provisions of this section.

Any notice given by personal delivery shall be deemed to have been received on the date of delivery. Any notice by registered mail shall be deemed to have been received on the fourth business day after which it was so mailed. Any notice sent by telex, fax, or similar method of recorded communication shall be deemed to have been received on the date of its transmission.

23.2 The Lessor declares that it has the right, power and authority to execute this present lease with the Lessee.

23.3 The rights and obligations of the Lessor and the Lessee shall be binding upon the heirs and successor.



IN WITNESS WHEREOF, the parties have signed as follows:

STORM INTERNET SERVICES

Per: B Kirkwood
Name: Beth Kirkwood
Title: Legal & Governance officer

August 1, 2024
Date

Per: [Signature]
Name: Birket Foster
Title: CEO

August 6, 2024
Date

We have the authority to bind the Corporation.

AND

The Corporation of the Town of Arnprior

Per: _____
Lisa McGee, Mayor

Date

Per: _____
Kaila Zamojski, Clerk

Date

We have authority to bind the Corporation.

**The Corporation of the
Town of Arnprior**

By-law Number 7518-24

A by-law to authorize the Corporation of the Town of Arnprior to enter into a lease agreement for the use of space on the water tower with the County of Renfrew.

Whereas the Municipal Act, S.O. 2001, as amended provides that a municipality may enter into agreements; and

Whereas the prior lease agreement for use of space on the water tower authorized under By-Law 7116-20 has expired; and

Whereas the Town of Arnprior and the County of Renfrew wish to enter into a new agreement for use of space on the water tower for a five-year term; and

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

1. **That** the Mayor and Clerk are hereby authorized on behalf of the Corporation of the Town of Arnprior to execute the attached Lease Agreement with the County of Renfrew.
2. **That** By-law Number 7116-20 and any other by-law or resolution or part of by-law or resolution options thereof which are inconsistent with the provisions herein, are hereby repealed.
3. **That** this by-law shall come into force and effect on the day of its passing.

Enacted and Passed this 9th day of September, 2024

Signatures:

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

THIS AGREEMENT MADE IN DUPLICATE ON THIS 26th DAY OF AUGUST 2024

BETWEEN **The Corporation of the Town of
Arnprior hereinafter called the
"Lessor"**

AND **The Corporation of the County of Renfrew
hereinafter called the "Lessee"**

WITNESSES that the Lessor, in consideration of the rents, covenants, provisions and conditions hereinafter reserved and contained, leases unto the Lessee space on the **Water Tower** to install antennas and all necessary apparatus, fixtures and attachments, (hereinafter referred to as the "Leased Premises") together with the right to install operate and maintain the antennas and all related equipment including certain cables, attachments and equipment shelter (hereinafter referred to as the "Equipment") on the building located at 433 Hartney St. Arnprior, Ontario, (hereinafter referred to as the "Property")

AND THE PARTIES AGREE AS FOLLOW:

ARTICLE 1 - DEFINITIONS

- 1.1 The word "Lessor" when used herein shall mean the Corporation of the Town of Arnprior and shall include the successors and assigns.
- 1.2 The word "Lessee" or other words relative thereto, or of like import shall mean and include, irrespective of gender or number, the Corporation of the County of Renfrew and its or any of its executors, administrators, successors, or assigns.

ARTICLE 2 - PURPOSE

- 2.1 The Leased Premises shall be used for the installation, operation and maintenance of the Equipment, all together for the purpose of transmitting and/or receiving wireless communications.

ARTICLE 3 - TERM

- 3.1 The term of this Lease Shall be for five (5) years commencing on the 1st day of January 2024 and termination on the 31st day of December, 2028.

ARTICLE 4 - OVERHOLDING

- 4.1 If, at the end of the term of this Lease, the Lessee remains in possession of the Leased Premises without the execution and delivery of a new lease or a written renewal or extension of this Lease, the Lessee will be considered to be occupying the Leased Premises as a tenant from the month to month at a monthly rental payable in advance

on the first day of each month equal to one twelfth of the rental payment for the year immediately preceding and shall be subject to all terms and conditions of this Lease, except that the tenancy shall be from month to month without any right of renewal.

ARTICLE 5-MONIES PAYABLE BY LESSEE

5.1 The Lessee covenants and agrees to pay to the Lessor an annual fee based on the following schedule payable in four (4) equal quarterly installments in advance starting on January first (1st) of the year two thousand and twenty-four (2024) which corresponds with the first (1st) day of the month in the year of the first term and continuing for the original term of this Lease.

	Year 1 (2024)	Year2 (2025)	Year3 (2026)	Year4 (2027)	Year5 (2028)
Annually	\$5,600.00	\$5,700.00	\$5,800.00	\$5,900.00	\$6,000.00
Quarterly	\$1,400.00	\$1,425.00	\$1,450.00	\$1,475.00	\$1,500.00

5.2 The Lessee shall pay to the Lessor, in addition to the fees listed in 5.1, the cost of the electrical power used on the Leased Premises at the same rate per kilowatt-hour as the average rate charged to the Lessor by the electrical utility for the Property. At the start of the contract, the electricity usage is estimated to be \$780.00 per year since there is not a separate meter installed. This amount can be adjusted based on electricity usage.

ARTICLE 6 -ACCESS TO THE LEASE PREMISES

6.1 The Lessee, its employees, officers, and agents shall have access to the Leased Premises only when accompanied by an employee, officer or agent of the Lessor. The Lessor shall recover the cost of accompanying the lessee at a rate of \$40.00 per hour during regular hours and \$60.00 per hour after hours (three hour minimum for callouts). Access will not be unreasonably denied by the Lessor.

6.2 The Lessee, its employees, officers, and agents shall at all times, upon accessing the leased premises, be responsible to ensure that all Health and Safety procedures are understood and being followed as per municipal and provincial regulations.

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7.1 It is agreed and understood that any installations on the Water Tower will not interfere or degrade the Lessee's existing and future signals or transmissions in any way whatsoever. Should at any time, the signals or transmissions of a third party interfere with or degrade those of the Lessee, then the Lessor upon notice from the Lessee, with a copy of the notice being sent to the third party, shall immediately correct the problem

within 48 hours or within a reasonable amount of time ensuring all available resources are deployed, failing which the third party shall discontinue such use as is the cause of the interference.

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- 8.1** The Lessee shall be entitled to make an assignment of this Lease or to sublet or transfer in whole or a portion of the Equipment or the Leased Premises, subject to prior consent in writing of the Lessor, such consent not to be unreasonably refused or withheld. In the case of a transfer or sub-lease, the Lessee shall remain jointly responsible for all payment of rent compliance to all covenants and conditions stipulated in this Lease and in the case of an assignment the Lessee shall obtain in writing an undertaking from the assignee that it will comply with all covenants and conditions stipulated in this Lease.

Notwithstanding the foregoing, the Lessee shall be entitled to sublet in whole or in part or to assign the Lease to any company related to the COUNTY OF RENFREW without having to obtain the prior consent of the Lessor except if the structural, electrical or mechanical systems of the Water tower require modifying. Modifications of this nature shall be authorized by the General Manager, Operations.

ARTICLE 9-PAYMENT OF TAXES

- 9.1** The Lessee shall pay all the business taxes and any other taxes including any property taxes increase attributable to the Lessee's installation that may from time to time be imposed by the government body for continued exploitation of its business. The Lessee shall reimburse the Lessor for the payment of any such taxes paid by the Lessor on the Lessee's behalf. The Lessor shall provide all proofs necessary to permit Lessee's payment.
- 9.2** The Lessor shall pay all real estate and school taxes and fees that may be levied from time to time upon the Lease Premises including water tax but not including any other taxes imposed on the Lessor by reason of Lessee's installation or Lessee's operation of its installation in the Leased Premises.
- 9.3** The Lessee will have the right, at its own expense, to request a reduction or to contest the amount, legality or method of payment of any and all taxes, taxation amounts, rates, duties, charges, assessments or other fees of any nature imposed or collected with regard to the Lessee's rental locations and telecommunications installations.

The Lessor covenants to co-operate with the Lessee in such a way that any such proceedings initiated by the Lessee may come to a satisfactory agreement. Furthermore, if said proceedings bring about reduction in taxes, the Lessor agrees to remit to the Lessee, without delay and upon reception, any reimbursement amount

paid by taxation authorities to the Lessor with regard to the Lessee's rental locations and/or installations.

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10.1 The Lessee shall procure and maintain, at its own cost and expense, all licenses, permits or approvals as may be necessary to enable the Lessee to conduct the operations provided for in this Lease.

ARTICLE 11 - ALTERATIONS, IMPROVEMENTS

11.1 It is especially understood and agreed that the Lessee's Equipment do not constitute and will not constitute fixtures and shall remain, without exception, the Lessee's property during the entire Term of the Lease or its renewals as the case may be and upon its expiration or upon its early termination. Prior to the expiration of the Term or of any of its renewals, the Lessee at any time and from time to time may remove and carry away the Equipment provided the Lessee restores and Lease Premises to their original condition (ordinary wear and tear only excepted).

11.2 The Lessee may make any alterations and/or improvements during the Term hereof without the prior consent of the Lessor, as long as the alterations and/or improvements do not affect in any way the structure, the mechanical system and the common areas of the Property, and thereafter maintain the said alterations and/or improvements at its own cost. Such alterations and/or improvements may include the installation of the additional antennas and/or various equipments deemed necessary on the Leased Premises. It is especially understood and agreed that those alterations and/or improvements do not constitute and will not constitute fixtures and shall remain without exception the Lessee's property during the entire term of the Lease or its renewals as the case may be and upon its expiration or upon its early termination.

11.3 At the expiration of this Lease or of its renewals as the case may be, the Lessee shall peacefully surrender the Lease Premises. The Lessee shall thereupon forthwith remove from the Lease Premises the Equipment and the said improvements, alterations or replacements. The Lessee shall be bound to remove the Equipment and the said improvements and shall restore the Lease Premises to their original condition (ordinary wear and tear only excepted) all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

11.4 In the event of failure on the part of the Lessee to remove the Equipment and the said improvements, the Lessor may, at its option, remove said Equipment and improvements, and repair damage or injury caused by their installation, in which case

the Lessee shall repay and reimburse the Lessor for all costs and expenses reasonably connected therewith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

- 11.5** The Lessee shall pay for any increased cost of tank maintenance and painting or coating of the tank that is incurred by the Town of Arnprior arising as result of the installation of the equipment installed by the COUNTY OF RENFREW or assignment.
- 11.6** The Lessee shall be responsible to erect an independent structure, upon approval of the Lessor, to house the communications equipment independent of the tower facility should the Lessor notify the Lessee that the equipment, at any time, is required to be removed. Should this circumstance arise, provisions will be made to allow for connection from the Water Tower mounted antennae.

ARTICLE 12- COMPLIANCE WITH REGULATIONS

- 12.1** The Lessee will not do or permit anything to be done on or about the Leased Premises or bring or keep anything therein which will in any way conflict with the regulations of the fire, police, or health departments or with the rules, regulations, by-laws or ordinances of any governmental authority having jurisdiction over Leased Premises, all of which Lessee undertakes to abide by the conform to.

ARTICLE 13 - INSURANCE

- 13.1** The Lessee shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Lessor and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
- a) A limit of liability of not less than \$2,000,000/occurrence with no aggregate limit.
 - b) Add the Lessor as an additional insured with respect to the operations of the County of Renfrew
 - c) The policy shall contain a provision for cross liability and severability of interest in respect of the County of Renfrew
 - d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage
 - e) Products and completed operations coverage
 - f) Broad Form Property Damage
 - g) Contractual Liability
 - h) Owners and Contractors Protective
 - i) Hostile fire
 - j) The policy shall provide 30 days prior notice of cancellation

ARTICLE 14 - INDEMNITY

14.1 The Lessee shall at all times indemnify and save harmless the Lessor or any of its employees, officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence or willful misconduct of any employee, officer or servant of the Lessor while acting or not within the scope of his duties or employment, subject that:

- (i) The Lessee shall in respect to any such claim, made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same and the Lessor covenants to co-operate with the Lessee to that effect;
- (ii) The Lessee shall not be liable to the Lessor for indirect damages including loss of anticipated profits and revenues.

14.2 The Lessee covenants and agrees that it will protect, save and keep the Lessor harmless and indemnified against any penalty, damage and/or charge imposed for any violation of any law or ordinance occasioned by the Lessee.

14.3 The Lessee covenants and agrees that it will protect, save and keep Lessor harmless and indemnified against any and all causes of actions, legal suits, demands, claims of any nature whatsoever, by any person or persons whatsoever, arising out of or in any way related to the conduct of the operations and business of Lessee, and will proceed to the radiation of any privilege or legal hypothec that could have been registered against the Lessor's property pursuant to works undertaken at the request or on behalf of the Lessee, subject that:

- (i) The Lessee shall in respect to any such claim, made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same and the Lessor covenants to co-operate with the Lessee to that effect;
- (ii) The Lessee shall not be liable to the Lessor for indirect damages including loss of anticipated profits and revenues.

ARTICLE 15 - CANCELLATION PRIVILEGE

15.1 In the event that any building, other structure or works of any nature or kind whatsoever is erected in the vicinity of the Leased Premises which screens, shields or

interferes in any manner with the signals transmitted or received by the Equipment, or should the operation of the Equipment become difficult or impractical by reason of partial or complete destruction of the Property, or by reason of any government law, regulation, requirement, municipal by-law, or technological change or advancements, the Lessee may terminate this Lease by giving ninety (90) days prior written notice to the Lessor and the Lessee shall be entitled to remove the Equipment installed on the Leased Premises. In the event of such termination, the Lessor shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any further liability with respect to any matter under this Lease subject to articles 11.3 and 11.4 of the present Lease.

15.2 In the event that Lessor wishes to sell, abandon or materially change the use of the premises, it shall be entitled to terminate this lease on written notice of one hundred and eighty (180) days to the Lessee and the Lessee shall be entitled to remove the Equipment installed on the Leased Premises. In the event of such termination, the Lessor shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any matter under this Lease subject to articles 11.3 and 11.4 of the present Lease.

15.3 This Agreement may be terminated without cause by the Lessee without penalty or other liability by providing the Lessor with at least ninety (90) days written notice advising of such.

ARTICLE 16- REPAIR OF DAMAGE

16.1 If at any time during the term of this Lease any damage (ordinary wear and tear only excepted) should be occasioned to Lease Premises or any part thereof by reason of or on account of the operations of the Lessee, the Lessee shall, within a reasonable time upon notice thereof from the Lessor given in writing, repair and restore and replace the same in good, sufficient and workmanlike manner to the satisfaction of the Lessor.

ARTICLE 17-DEFAULT

17.1 If the Lessee defaults or fails or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Lessor shall give the Lessee written notice of such default and the Lessee shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding, the Lessor may terminate this Lease, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Lessee shall have a reasonable time, as may be determined by the Lessor, to cure such default.

ARTICLE 18 - GOVERNING LAW

18.1 This Lease shall be governed by the laws of the Province of Ontario. Should any provisions of this Lease and/or its conditions be illegal or not enforceable under the laws of such province, it or they shall be considered severable and the Lease and its conditions shall remain in full force and effect and be binding upon the parties as though the said provision or provisions had never been included.

ARTICLE 19 - HEADINGS

19.1 Any note appearing as a heading in this Lease has been so inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

ARTICLE 20- NO PARTNERSHIP

20.1 It is understood and agreed that nothing contained in this Lease nor any acts of the Lessor or Lessee shall constitute or be deemed to constitute the Lessor and the Lessee as partners, joint ventures or principal and agent in any way or for any purpose, nor shall it create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

ARTICLE 21 - ENTIRE AGREEMENT

21.1 This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation here to made by any party to this Lease.

21.2 This Lease may not be amended save by written instrument duly executed by both Lessor and Lessee.

ARTICLE 22 -INTERPRETATION

22.1 Any provision mentioning the Lessor's or Lessee's consent, satisfaction, authorization or permission shall be interpreted and considered in such a way that the Lessor and Lessee shall act reasonably and with diligence, taking into consideration all circumstances pertaining to the matter in question. The same principle shall also apply to any professional, consultant or third party hired by the Lessor or Lessee, if necessary.

ARTICLE 23 – GENERAL

23.1 Any notice or demand to be given to any party to this Lease shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, (except during a real or before an apprehended mail strike in Canada where telex, fax or similar method of recorded communication may be used) and shall be sent to the intended recipient at its address as follows:

The Lessor: **The Corporation of the Town of Arnprior**
Attn: General Manager, Operations
105 Elgin Street West
Arnprior, ON K7S
0A8
Tel: 613-623-4231
ext 1831

The Lessee: **The Corporation of the County of Renfrew**
Attn: Director of Public Works & Engineering
9 International Drive
Pembroke, ON K8A 6W5

Any party may from time to time change its address by written notice to the other party given in accordance with the provisions of this section.


Any notice given by personal delivery shall be deemed to have been received on the date of delivery. Any notice by registered mail shall be deemed to have been received on the fourth business day after which it was so mailed. Any notice sent by telex, fax, or similar method of recorded communication shall be deemed to have been received on the date of its transmission.

23.2 The Lessor declares that it has the right, power and authority to execute this present lease with the Lessee.

23.3 The rights and obligations of the Lessor and the Lessee shall be binding upon the heirs and successor

IN WITNESS WHEREOF, the parties have signed as follows:

The Corporation of the County of Renfrew

Per: 

August 22, 2024

Name: PETER EMOND

Date

Title: WARDEN

Per: 

August 22, 2024

Name: CRAIG KIBBY

Date

Title: CAO

We have the authority to bind the Corporation.

AND

The Corporation of the Town of Arnprior

Per: _____

Lisa McGee, Mayor

Date

Per: _____

Kaila Zamojski, Clerk

Date

We have authority to bind the Corporation.

The Corporation of the Town of Arnprior

By-law Number 7519-24

A by-law of the Town of Arnprior to designate certain lands in the Riverwood Estates Subdivision (49M-48), as being exempt from Part Lot Control.

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

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

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

1. **That** subject to Section 2 hereof, the Planning Act, subsection 50(5) does not apply to the lands described as:
 - a. PT BLK 55, PLAN 49M48, PTS 1 & 70, 49R17193; Subject to an Easement In Gross Over PT 70, 49R17193 AS IN RE121760 Town of Arnprior
 - b. PT LT 51 PLAN 49M48, PTS 3 & 4, 49R16848 ; S/T Easement In Gross Over PT 4, 49R16848 as in RE89068 ; S/T PTS 3 & 4, 49R16848 in favour of PTS 1 & 2, 49R16848 ; T/W PTS 1 & 2, 49R16848; Town of Arnprior
 - c. PT BLK 3 PL 589 ARNPRIOR, PTS 9 & 10, 49R15744 ; S/T R383258; S/T PTS 9 & 10, 49R15744 in favour of PTS 11 & 12, 49R15744; Town of Arnprior
 - d. PT LT 31 PL 49M48, PT 1, 49R16923 ; S/T PT 1, 49R16923 in favour of PT 2, 49R16923 & T/W PT 2, 49R16923 as in RE110247; Town of Arnprior
 - e. PT LT 30 PL 49M48, PT 3, 49R16923 ; S/T PT 3, 49R16923 in favour of PT 4, 49R16923 & T/W PT 4, 49R16923 as in RE110247; Town of Arnprior
 - f. PT LT 30 PL 49M48, PT 4, 49R16923 ; S/T PT 4, 49R16923 in favour of PT 3, 49R16923 & T/W PT 3, 49R16923 as in RE110247; Town of Arnprior
 - g. PT LOT 29, PLAN 49M48, PTS 1 & 2, 49R17030 Subject to an Easement In Gross Over PT 2, 49R17030 as in RE89068 Subject to an Easement Over PTS 1 & 2, 49R17030 in favour of PTS 3 & 4, 49R17030 as in RE113911

Together with an Easement Over PTS 3 & 4, 49R17030 as in RE113911
Town of Arnprior

- h. PT LOT 29, PLAN 49M48, PTS 3 & 4, 49R17030 Subject to an Easement In Gross Over PT 4, 49R17030 as in RE89068 Subject to an Easement Over PTS 3 & 4, 49R17030 in favour of PTS 1 & 2, 49R17030 AS IN RE113911 Together with an Easement Over PTS 1 & 2, 49R17030 AS IN RE113911 Town of Arnprior
- i. PT BLK 52 PLAN 49M48, PT 8, 49R16849; T/W PT 6, 49R16849 ; S/T PT 8, 49R16849 in favour of PTS 6, 7 & 9, 49R16849 ; T/W PTS 6, 7 & 9, 49R16849; Town of Arnprior
- j. PT LOT 28, PLAN 49M48, PTS 1 & 2, 49R17029 Subject to an Easement In Gross Over PT 2, 49R17029 as in RE89068 Subject to an Easement Over PTS 1 & 2, 49R17029 in favour of PTS 3 & 4, 49R17029 as in RE113911 Together with an Easement Over PTS 3 & 4, 49R17029 as in RE113911 Town of Arnprior

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

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

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

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

5. That no further subdivision of the aforementioned lands shall be undertaken upon completing of the original purpose for which this by-law is being passed and

approved except by an application made pursuant to Section 50 of the Planning Act, R. S. O. 1990, as amended.

- 6. That** this by-law shall expire and be of no further force and effect as of the 9th day of September, 2026.

Enacted and **Passed** this 9th day of September, 2024

Signatures:

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

**Corporation of the Town of Arnprior
Traffic and Parking By-Law No. 7520-24**



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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 “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) 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 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 period of Winter Parking Restrictions. 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 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 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 Stave Court Drive to Ashbury Street), and Bellwood Drive (from Stave 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
Schedule L	Overnight Winter Parking Areas & Designated Approved Parking Spaces

Enacted and passed this 9th 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

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
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
Daniel St.	East	Madawaska St.	Rock Lane	Anytime

Schedule B - No Parking

Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
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 Hall	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
Elgin St.	South	Daniel St.	A point 21m west there from	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
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 th to March 31 st (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.	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
Jack Cres.	East	Madawaska Blvd.	Short Rd.	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
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.	South	Daniel St.	A point 30m easterly	Anytime
James St.	South	Russell St.	Daniel St.	Anytime
James St.	South	From the South East Edge of the driveway entrance for 53 James Street	To a point 49m South East along James Street	Anytime
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.	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
Ottawa St.	North Side	John St.	Albert St.	8:00am-4:00pm Monday-Friday on school days

Schedule B - No Parking

Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
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
Tierney St. S.	East	William St. W.	Southerly limit of Tierney St. S.	Anytime
Tierney St. S.	West	William St. W.	52m south	Anytime

Schedule B - No Parking				
Column 1	Column 2	Column 3		Column 4
Highway	Side(s)	From	To	Period
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*)

Schedule D – Access Route for Fire Department Use	
Highway/Facility	Designated Area*
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
Arnprior Shopping Center 375 Daniel St. South	Designated lane (6.0m width) along the full length at the front, rear and north side of the building complex
Arnprior Villa Retirement Residence 15 Arthur St.	Designated lane (6.0m width at the front entrance of the building complex
The Grove Nursing Home 274/275 Ida St. North	Designated lane (6.0m width) along the full length at the front, west side and rear of the building complex
Nick Smith Center 77 James St.	Designated lane (6.0m width) along the full length at the front and rear of the building complex, as well as the west side of the community hall
Winners Circle Mall 39 Winners Circle Dr.	Designated lane (6.0m wide) along the full length at the front of the building complex
École élémentaire catholique des Deux Rivière 240 Baskin Drive West	Designated lane (6.0m wide) along front of building between the eastern and western entrances off Baskin Drive. Buses permitted between and 08:00 -08:30 and 14:30 to 15:00 hrs.

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
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
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.	Edward St. S.	Baskin Dr.
Arthur St.	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.	Sullivan Cres.	Norma St. S.
Caruso St.	Norma St. S.	Division St.
Charles St.	Daniel St.	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
Decosta St.	Madawaska Blvd.	Hartney St.
Desmond Trudeau Dr.	Russett Dr.	Bert Hall St.
Division St. N.	Northerly limits of town	Elgin St.
Division St. S.	Southerly limits of town	Elgin St.
Douglas Brown Way	Seabert Dr.	Morgan Clouthier Way
Edey St.	Allan Dr.	Edward St. S.
Edey St.	Daniel St.	Allan Dr.
Edey St.	Edward St. S.	Mona McBride Dr.
Edey St.	Mona McBride Dr.	Tom Gavinski St.
Edward St. N.	William St. W.	Elgin St. W.
Edward St. S.	Edey St.	Allan Dr.
Elgin St.	Claude St.	Madawaska St.
Elgin St.	Madawaska St.	McLachlin St.
Elgin St.	McLachlin St.	Town limits at Division St.
Fourth Ave.	McNab St.	Riverview Dr.
Friday St.	Ashbury St.	Stonehaven Way
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.	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.
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.
McGonigal St. W.	John St.	Edward St. N.
McLachlin St.	Caruso St.	Ida St. S.

Schedule H – Through Highways		
Column 1	Column 2	
Highway	From	To
McLachlin St.	William St. W.	Caruso St.
McLean Ave.	Riverview Dr.	McNab St.
McNab St.	Madawaska Blvd.	McLean Ave.
Moe Robillard St.	Spruce Cres.	Wolff Cres.
Mona McBride Dr.	Edey St.	Leo Moskos Dr.
Morgan Clouthier Way	Seabert Dr.	Dr. Reid St.
Ottawa St.	Bell St.	Westerly limits
Riverview Dr.	Bridge St.	Seventh Ave.
Riverview Dr.	Seventh Ave.	McLean Ave.
Russell St. N.	Atkinson St.	McGonigal St.
Russell St. N.	Elgin St. E.	End
Russett Dr.	Vanjumar Dr.	Westerly Town Limits
Seabert Dr.	Morgan Clouthier Way	Dr. Reid St.
Sheffield St.	Madawaska Blvd.	Short Rd.
Short Rd.	Jack Cres.	Moe Robillard St.
Smolkin St.	Allan Dr.	Cranston St.
Staye Court Dr.	Daniel St. S.	Bellwood Dr.
Stonehaven Way	Baskin Dr. W.	Vimy Ridge Cres.

Schedule H – Through Highways

Column 1	Column 2	
Highway	From	To
Thomas St.	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.	Friday St.	Bellwood Dr.
Victoria St.	Harriet St.	Elgin St. W.
Victoria St.	John St.	Harriet St.
White Lake Rd.	Staye Court Dr.	Vanjumar Dr.
William St. E.	Thomas St.	Daniel St.
William St. W.	John St.	MacDonald St.
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
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 Frieday 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
Bert Hall St. and Demond Trudeau Dr.	South

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
Charlotte St. S. and William St. W.	South West

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
Diamond Springs St. and Arthur St.	North West

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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.	South East
Didak Rd. and Herrick Dr.	North West
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
Edward St. N./S. and William St. W.	North East
Edward St. S. and Allan Dr.	North West

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
First Ave and Laird St.	North West
First Ave. and Bridge St.	South East
First Ave. and Laird St.	South East

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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.	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
Harriet St. and Ottawa St.	South
Harriet St. and Victoria St.	North
Harriet St. and Victoria St.	South
Harrington St. and Ottawa St.	North

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
Moe Robillard St. and Melville Rd.	North East
Moe Robillard St. and Short Rd.	North East
Moe Robillard St. and Spruce Cres.	South West
Moe Robillard St. and Wolff Cres.	East
Mona McBride Dr. and Edey St.	South East
Mona McBride Dr. and Leo Moskos Dr.	South East
Mona McBride Dr. and Tom Gavinski St.	North West
Morall Crt. And Galvin St.	East
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
Second Ave. and Laird St.	North West
Second Ave. and Laird St.	South East
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
Spruce Cres. and Moe Robillard St.	South East
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
Third Ave. and Bridge St.	South East
Third Ave. and Laird St.	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
Thomas St. N. and McGonigal St. E.	South East
Thomas St. S. and Allan Bond Cr.	North East
Thomas St. S. and Allan Bond Cr.	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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
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 Friday 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
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

Schedule I – Stop Signs at Intersections

Column 1	Column 2
Intersection	Facing Traffic
William St. W. and John St. S.	South East
William St. W. and MacDonald St. N./S.	West
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

Schedule J – Yield Right-Of-Way

Column 1	Column 2
Highway	Facing Traffic
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)	10 Parking Spaces
Ken Scissons Parking Lot (30-36 McGonigal Street West)	8 Parking Spaces



ARNPRIOR

Resolution for Support – Association of Municipal Managers, Clerks and Treasurers of Ontario – Updates to the Municipal Elections Act, 1996

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

Whereas elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections; and

Whereas legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process; and

Whereas the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities; and

Whereas the *Municipal Elections Act, 1996* (MEA) will be 30 years old by the next municipal and school board elections in 2026; and

Whereas the MEA sets out the rules for local elections, the *Assessment Act, 1990* and the *Education Act, 1990* also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario; and

Whereas with rules across three pieces of legislation, and the *MEA* containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill; and

Whereas the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce; and

Whereas while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges; and

Whereas to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of

mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities; and

Whereas the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration; and

Whereas AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections;

Therefore Be It Resolved That Council calls on the Province of Ontario to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections; and

Further That this resolution will be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Paul Calandra, Minister of Municipal Affairs and Housing; the Honourable Jill Dunlop, Minister of Education; the Honourable Todd McCarthy, Minister of Public and Business Service Delivery; the Honourable Peter Bethlenfalvy, Minister of Finance; Cheryl Gallant, MP for Renfrew-Nipissing-Pembroke; John Yakabuski, MPP for Renfrew-Nipissing-Pembroke; the Association of Municipalities of Ontario (AMO) and the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO).



Municipal Grant Application – Arnprior Regional Health – The Grove Home Family and Friends Council Fundraising Event

That Council of the Corporation of the Town of Arnprior receive the correspondence from Arnprior Regional Health as information; and

Whereas Arnprior Regional Health (ARH) is an eligible organization under the Municipal Grants Policy and provides health and community services to the local community at three (3) sites including the Arnprior and District Memorial Hospital, the Grove Home and the Community Programs; and

Whereas as an ARH body, the Grove Home’s Family and Friends Council will be hosting their “Fiddles and Friends” fundraiser at the Nick Smith Centre Community Hall on Sunday, October 20th, 2024 between 2:00 PM and 4:30 PM; and

Therefore Be It Resolved That Council approve the request for in-kind support through the waiving of rental fees for the Nick Smith Centre Community Hall (\$460.00) for the Fiddles and Friends fundraiser taking place on October 20th, 2024;

Further That Arnprior Regional Health 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.