



ARNPRIOR

Town of Arnprior

Regular Meeting of Council Agenda

Date: Monday, October 28, 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 – October 15, 2024](#) (Page 1-19)**
- 8. Awards / Delegations / Presentations**
 - a) Retirement**
 - i) Rick Frivald (Operations Department – 32 Years)**
 - b) Presentation**
 - i) [World Juniors Come To Arnprior](#) (Page 20-24)**

9. Public Meetings

10. Matters Tabled / Deferred / Unfinished Business

11. Notice of Motion(s)

12. Staff Reports

- a) **Provincial Planning Statement (PPS), 2024**, Alix Jolicoeur, Manager of Community Services / Planner (Page 25-30)
- b) **Biannual Financial Update**, Jennifer Morawiec, General Manager, Client Services/Treasurer (Page 31-38)
- c) **12 Thomas St - Brownfield Remediation Tax Assistance CIP**, Jennifer Morawiec, General Manager, Client Services/Treasurer (Page 39-44)
- d) **Cemetery Rules and Regulations By-law Update**, Oliver Jacob, Deputy Clerk (Page 45-72)
- e) **Proclamation for Carbon Monoxide Awareness Week (November 2024)**, Oliver Jacob, Deputy Clerk (Page 73-76)

13. Committee Reports and Minutes

- a) **Mayor's Report**
- b) **County Councillor's Report**
- c) **Committee Reports and Minutes**
 - i) **Culture and Diversity Advisory Committee Minutes – September 3, 2024** (Page 77)
 - ii) **Accessibility and Age Friendly Advisory Committee Minutes – September 4, 2024** (Page 78-81)

14. Correspondence & Petitions

- a) **Correspondence**
 - i) Correspondence Package No. I-24-OCT-18
 - ii) Correspondence Package No. A-24-OCT-14

15. By-laws & Resolutions

a) By-laws

- i) **By-Law No. 7530-24 – Cemetery Rules and Regulations**
(Page 82-102)
- ii) **By-law No. 7531-24 – Parkland Conveyance** (Page 103-112)
- iii) **By-law No. 7532-24 – Appointment to Arnprior Airport Commission** (Page 113)
- iv) **By-law No. 7533-24 – CIP Agreement (12 Thomas St)**
(Page 114-138)

b) Resolutions

- i) **Resolution – Draft Plan of Subdivision – Extension (Marshall’s Bay Meadows Subdivision)** (Page 139)
- ii) **Municipal Grant Application – Arnprior Regional Health Foundation (Penny Stashick Ugly Sweater Walk)** (Page 140)

16. Announcements

17. Media Questions

18. Closed Session

19. Confirmatory By-law

By-law No. 7534-24 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
October 15, 2024 6:30 PM**

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

Council and Staff Attendance

Council Members Present (In-Person):

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

Town Staff Present:

Robin Paquette, CAO
Jennifer Morawiec, General Manager Client Services/Treasurer
John Steckly, General Manager Operations
Alix Jolicoeur, Manager of Community Services / Planner
Kaila Zamojski, Town Clerk
Oliver Jacob, Deputy Clerk

Council Members Present (Electronic):

None

Council Members Absent:

1. Call to Order

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

2. Roll Call

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

3. Land Acknowledgement Statement

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

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

4. Adoption of Agenda

Resolution Number 318-24
Moved by Chris Couper
Seconded by Billy Denault

Be It Resolved That the agenda for the Regular Meeting of Council dated Tuesday, October 15, 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 319-24

Moved by Dan Lynch

Seconded by Tom Burnette

That the minutes of the Regular Meeting of Council listed under Item 7 (a) on the Agenda be adopted (Regular Meeting of Council – September 23, 2024).

Resolution Carried

8. Awards/Delegations/Presentations

None

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Notice of Motions

None

12. Staff Reports

a) Award WPCC Scada PLC 5 Migration Project – General Manager, Operations

Resolution Number 320-24

Moved by Billy Denault

Seconded by Lynn Cloutier

That Council award a project to Capital Controls and Instrumentation Inc. to purchase, install and migrate the existing PLC5 systems at the Water Pollution Control Centre (WPCC) to a new ControlLogix PLC system, in the amount of \$180,561.00 (plus applicable taxes); and,

Further That Council authorizes the CAO to execute the agreements, and related documents with Capital Controls and Instrumentation Inc. to implement the defined scope of work.

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

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

Mayor Lisa McGee

Yes

Resolution Carried

b) Zoning By-law Amendment No. 5/24 (107 Baskin Drive East) – Manager of Community Services / Planner

Resolution Number 321-24
Moved by Lynn Cloutier
Seconded by Chris Toner

That Council receives an application for an amendment to Zoning By-law 6875-18 for 107 Baskin Drive to rezone the subject property from “Airport Development (A-D)” to “Employment (EMPL)”; and

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

Resolution Carried

c) Parkland Conveyance By-law – Manager of Community Services / Planner

Resolution Number 322-24
Moved by Lynn Cloutier
Seconded by Billy Denault

That Council adopt a by-law to require parkland conveyance for development and redevelopment or cash-in-lieu of such conveyance for development and redevelopment.

Resolution Carried

d) Housing Needs Assessment – Review Schedule – Manager of Community Services / Planner

Resolution Number 323-24
Moved by Dan Lynch
Seconded by Tom Burnette

That Council receive Housing Needs Assessment Appendix 4 – Review Schedule as information and use the Review Schedule as a long-range planning tool to guide and inform future reviews of the Housing Needs Assessment completed in 2023.

Resolution Carried

e) Community Safety and Wellbeing Plan – CAO

Resolution Number 324-24
Moved by Billy Denault
Seconded by Lynn Cloutier

That Council adopt the Town of Arnprior Community Safety and Well-Being Plan attached hereto.

Resolution Carried

f) Municipal Grant Application – Arnprior and District NeighbourLink Fountain – Deputy Clerk

Resolution Number 325-24
Moved by Dan Lynch
Seconded by Chris Couper

That Council approve the grant support request submitted by the Arnprior & District NeighbourLink Fountain for \$3,000.00 in support funding; and

Further That Council approves the in-kind support (single) request to waive the landfill voucher fees for 15 landfill vouchers (approximate value of \$388.30) for the Arnprior & District NeighbourLink Fountain.

Resolution Carried

g) Proclamation for Local Government Week (October 20th – 26th, 2024) – Town Clerk

Resolution Number 326-24
Moved by Lynn Cloutier
Seconded by Billy Denault

That Council proclaim October 20th to 26th, 2024 as Local Government Week in the Town of Arnprior.

Resolution Carried

The Town Clerk read the proclamation:

Whereas the municipal level of government performs the functions that significantly impact the day-to-day life of citizens throughout the world; and

Whereas the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), the Ontario Ministry of Municipal Affairs and Housing and the Association of Municipalities of Ontario (AMO) acknowledge and celebrate the significant role that municipal governments play in helping to define the character, priorities, physical make up and quality of life of communities across Ontario; and

Whereas the 3rd full week in October in each year is celebrated as Local Government Week across the Province of Ontario; and

Whereas AMCTO has noted this year, Local Government Week is taking place from October 20-26, 2024, with the goal of increasing public and youth awareness and understanding of the amazing opportunities that exist within the sector, the importance of local government, how to get involved, and why we love what we do; and

Whereas the Clerk's Office will be welcoming local school classes to visit Town Hall during the month of October 2024 to educate and raise awareness about the role that local government plays in people's everyday lives and the many opportunities that they can avail themselves of from their local government; and

Whereas the Town of Arnprior will be holding a Local Government Week contest for students and/or their classes in Grades 1, 5 and 10 where students will be asked to answer the question "What does your local government do for you?" through an artistic expression; and

Now Therefore I, Lisa McGee, Mayor, do hereby proclaim October 20th to 26th, 2024 as Local Government Week in the Town of Arnprior and encourage all residents to learn more about municipal government and how they can get involved.

h) Proclamation for Waste Reduction Week (October 21st – 27th, 2024) – Deputy Clerk

Resolution Number 327-24
Moved by Dan Lynch
Seconded by Lynn Cloutier

That Council proclaim October 21st to 27th, 2024 as Waste Reduction Week in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas the week of October 21st to 27th, 2024 has been recognized as [Waste Reduction Week](#) by municipalities, environmental groups and industry across Canada since 2001; and

Whereas Waste Reduction Week is a national environmental campaign that builds awareness around the issues of sustainability and responsible consumption, encourages choice for more environmentally responsible products and services, and promotes actions that divert more waste from disposal while conserving our natural resources; and

Whereas we, as a municipality, are committed to waste reduction, resource conservation, and community education for sustainable living; and

Whereas we recognize the generation of solid waste and the needless waste of water and energy resources as global environmental problems and endeavor to take the lead in our community toward environmental sustainability; and

Whereas we, as a municipality, will take action to reduce our waste and support the circular economy through a public education campaign aimed at bolstering environmentally friendly practices that will assist to reduce our waste. This year's themes include:

- Repair Monday
- Textiles Tuesday
- E-Waste Wednesday
- Plastics Thursday
- Food Waste Friday
- Sharing Saturday
- Swap Sunday

Whereas the Town of Arnprior will be hosting a "Halloween Upcycle Challenge" where Arnprior residents are invited to create unique Halloween decorations using repurposed household waste;

Now Therefore I, Lisa McGee, Mayor, do hereby proclaim October 21st to 27th, 2024 as Waste Reduction Week in the Town of Arnprior and urge residents to prioritize environmental sustainability by purchasing environmentally responsible products and services, diverting unnecessary waste from garbage disposal and conserving natural resources.

i) Proclamation for Small Business Week (October 20th to 26th, 2024) - Deputy Clerk

Resolution Number 328-24
Moved by Tom Burnette
Seconded by Chris Couper

That Council proclaim October 20th to 26th, 2024 as Small Business Week in the Town of Arnprior.

Resolution Carried

The Town Clerk read the proclamation:

Whereas Small Business Week has been recognized across Canada since 1981 as an opportunity to celebrate the small business owners who provide essential services, local jobs, and an invaluable touchpoint in our communities; and

Whereas the Business Development Bank of Canada organizes [Small Business Week](#) to pay tribute to Canadian entrepreneurs; and

Whereas this year's theme is "The Power of Small: Defying the Odds" to recognize the challenges and opportunities that small and medium sized businesses experience every day and how they can work together to build a stronger future together; and

Whereas the Town of Arnprior recognizes the importance of small businesses to the growth and development of our Town and County; and

Whereas the Town of Arnprior will continue to bring awareness of opportunities to support local small businesses by:

- **Shopping** – through participation in the Live, Love, Local program;
- **Sharing** – through sharing messaging from local businesses;
- **Suggesting** – through recommending that local businesses add themselves to the Town of Arnprior [Business Directory](#); and

Whereas the Town of Arnprior sponsored small business workshops alongside Enterprise Renfrew County and the Township of Greater Madawaska earlier this month focusing on social media content creation and strategic co-marketing strategies for local entrepreneurs;

Now Therefore I, Lisa McGee, Mayor, do hereby proclaim October 20th to 26th, 2024 as Small Business Week in the Town of Arnprior and encourage local residents to shop, learn about and support local small businesses across the Town of Arnprior.

j) Proclamation for Ontario Public Library Week (October 20th to 26th, 2024) – Deputy Clerk

Resolution Number 329-24
Moved by Chris Couper
Seconded by Lynn Cloutier

That Council proclaim October 20th to 26th, 2024 as Ontario Public Library Week in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas October 20th to 26th, 2024 is celebrated across the province as "Ontario Public Library Week"; and

Whereas during this week, libraries and library partners raise awareness of the valuable role that libraries play in our lives and in our communities; and

Whereas the [Arnprior Public Library](#) serves as a community hub for lifelong learning and plays a vital role in helping citizens of all ages access the information and tools that they need to live, learn and work; and

Whereas the board, staff and volunteers of the Arnprior Public Library provide a vital service to our community; and

Whereas this year the theme for Ontario Public Library Week is “Libraries For Life” focusing on the role that libraries play in supporting individual and collective connections to the past and future of our communities, nations and civilizations; and

Whereas the Arnprior Public Library will be celebrating Ontario Public Library Week with a line-up of events and activities including an [author visit by Bob McDonald](#) on October 27th, 2024 at 1:00 PM.

Therefore I, Lisa McGee, Mayor, do hereby proclaim October 20th to 26th, 2024 as “Ontario Public Library Week” in the Town of Arnprior and encourage all residents to show their support for our local public library by visiting, not just this week, but all year long, and utilize the services that they have to offer.

k) Proclamation for World Polio Day (October 24th, 2024) – Deputy Clerk

Resolution Number 330-24
Moved by Dan Lynch
Seconded by Tom Burnette

That Council proclaim October 24th, 2024 as World Polio Day in the Town of Arnprior.
Resolution Carried

The Town Clerk read the proclamation:

Whereas Rotary International is the world’s first and one of the largest non-profit, humanitarian service organizations around the globe with over 46,000 clubs; and,

Whereas the Rotary Club funds projects and sponsors local volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training and education not millions in need, particularly in developing countries; and,

Whereas in 1985, Rotary International launched PolioPlus and spearheaded efforts with the World Health Organization, US Centers for Disease Control and Prevention and UNICEF to immunize the children of the world against polio; and,

Whereas polio cases have dropped by 99 percent since 1988 and the world stands on the threshold of eradicating the disease; and,

Whereas Rotary International has contributed more than \$3 billion CDN and countless volunteer hours to the protection of children against polio in 122 countries;

Whereas Rotary International has also played a major role in decisions by donor governments to contribute over \$12 billion to the eradication of polio effort including a petition by the Arnprior Rotary Club to the Government of Canada; and,

Whereas these efforts are providing much needed vaccines, operational support, medical personnel, and laboratory and educational materials for health workers and parents; and,

Whereas the Arnprior Rotary Club will be hosting an information night to talk about the PolioPlus program with a guest speaker from Afghanistan on Monday, October 21st, 2024 starting at 7:00 PM at the Kenwood Corporate Centre; and,

Whereas the Arnprior Rotary Club flag raising will take place at the flagpole outside of Town Hall on the morning of Tuesday, October 22nd, 2024;

Now Therefore I, Lisa McGee, Mayor, do hereby proclaim October 24th, 2024 as World Polio Day in the Town of Arnprior and encourages all citizens to recognize the work of the Arnprior Rotary Club and Rotary International in their effort to eradicate polio through the End Polio Now campaign.

13. Committee Reports and Minutes

a) Mayor's Report

Mayor McGee reported the following:

- I had the pleasure of meeting with the new CEO of Arnprior Regional Health, Jeremy Stevenson. He came for a visit and tour of Town Hall and met with various staff who were available at that time.
- I joined several seniors at the Arnprior Villa for a High Tea social event a couple of week ago.
- The Special Olympics had a fundraiser run, where I was able to join the team afterwards to discuss the excitement and fundraising opportunity for their group.
- The Town had a Flag raising ceremony at Town Hall for the National Day for Truth and Reconciliation a couple of weeks ago, which was well attended.
- The Arnprior Art Loft celebrated their one-year anniversary, and I was able to join them in celebrating this milestone.
- As a member of the Police Services Board, I have been undergoing extensive training recently.
- The Santa Claus Parade volunteer group met again recently, and everything is underway, with all arrangements being approved thus far.

b) County Councillor's Report

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

- Delegations at County included:
 - Allison Miller, Labour Market Group of Renfrew/Lanark RE: Labour market in Renfrew County Renfrew County Council Local businesses is encouraged to use the LMI help desk for your labour market and economic planning. Email img@algonquincollege.com or fill out the contact form at website: <https://labourmarketgroup.ca/lmi-helpdesk/>
 - RothIAMS RE: Building Condition Assessments
 - Council attended a Truth and Reconciliation Ceremony performed by Aimee Bailey at the County's "Garden - Noojimokamig [new-JIH-mah GAH-mig], which translates to "A Place to Heal".
- 2025 County tax to be set at 3.25 %.
- Good news a resolution was "Carried" (recorded vote) dealing with staff to undertake an Official Plan Amendment, to enable policies that would allow the County to provide grants/loans to local Community Improvement Plan initiatives, which includes:
 - The preparation of a Regional Incentives Program;
 - That the Regional Incentives Program have a staff-delegated governance structure; and
 - That the Regional Incentives Program include a recommended funding amount for Council to consider in the 2025 budget
 - Include a recommended funding amount for Council to consider in the 2025 budget.
- The ever-changing Provincial Planning Statement has indicated that:
 - Housing: There is a requirement that planning authorities establish and implement minimum targets for the provision of housing that is affordable to low and moderate-income households.
 - There will be no appeals to severances\subdivisions. Council decision is final.
 - Planning authorities shall undertake early engagement with indigenous communities and coordinate on land use planning matter to facilitate knowledge-sharing, support, consideration of indigenous interests in land use decision-making and support the identification of potential impacts of decisions on the exercise of aboriginal or treaty rights.
- Nominations open for 2024 Warden's Community Service Awards; the County of Renfrew is once again calling on residents to recognize community contributions of friends, colleagues and businesses as we are now accepting nominations for the annual Warden's Community Services Awards.
- The Taste of the Valley vendor market is taking place on Saturday, October 19, from 10 a.m. to 3 p.m., at the Cobden Agricultural Hall and Fairgrounds.
- Due to the successful of the County Open House held in September a second one will be held on 21 October from 3 to 6 at the County Building on International Drive, Pembroke.

- Housing Statistics:

Month	Number of Houses	Average Home Value
September 2023	9	\$595,044
September 2024	19	\$502,500

Year	Number of Houses	Average Home Value
2023	128	\$520,653
2024	149	\$522,538

- Local company, Milliken Landscaping, has been awarded the snow removal contract for the Paramedics and McGonigal building.
- Planning - The Province posted a notice of a proposed regulation under the Planning Act that makes it obligatory for a municipality to accept the use of surety bonds for securities purposes when directed by developers. In the past developers provided a Letter of Credit (LOC) issued by a bank. If a homebuilder fails to fulfill their contractual obligations, the municipality can draw on the LOC to complete the work to its satisfaction. Now municipalities will have to deal with sureties, which may have legal costs.
- Due to the recommendation of a median from the draft Transportation Management Plan (TMP) for County Road 2 (Daniel Street North), from Madawaska Street to County Road 10 (Baskin Drive West); it will be brought forward at the early County budget meeting 28 October.

c) Committee Reports and Minutes

Councillor Couper reported on the following:

- Arnprior Public Library Board Meeting – September 18, 2024
 - KPMG provided a review of the 2023 Audit, noting the Library received a clean audit. Of note major donations and deferred revenue from these donations indicate a surplus, however bequests and donations were noted as not reflecting as an operating surplus. The Library will be reinvesting money from the Neuman Bequest and the Scharf Family Charitable Trust into GIC's.
 - Training is now underway for a new inter-library loan system, with some additional cross-training opportunities.
 - Ontario Library Service will be assigning a new consultant, as the Board undertakes its Strategic Planning Update. There have been some roadblocks along the way in figuring out who is going to be providing this service, and unfortunately staffing changes have pushed this project back further.
 - The Library received a special request to use the Library space for a wedding venue in May 2025, the bride is a librarian. The Board approved the request to use the main floor of the library as well as the meeting room for a cost of \$1,000.

- In recruiting news, the Library had a very promising candidate for the role of Community Programmer, however the candidate had to withdraw from the competition at the last minute for personal reasons. The position is still unfilled, and recruitment is ongoing.
- The Library will soon be launching a new website. The Board will be viewing this website tomorrow, with a tentative public launch date by the end of October – beginning of November.
- In programming update, a record of 307 children were signed up for the Summer Reading Club. In 2023, there were 235 registered children, which was also a record at that time. All sessions were completely booked all summer. Participants collected one (1) coin daily for a minimum of five (5) books signed out. These coins were able to be redeemed for coupons at various downtown and local stores as well as surprise bags.
- Fall programming has begun with class visits, Lego lounge, Friday drop-in story times for toddlers and preschoolers, baby rhyme time, and two (2) Dungeons and Dragons meet-ups.
- Children’s Librarian is running an outreach program called Roots of Empathy for McNab School and local Daycares. This program focuses on building empathy in children, by increasing sharing, caring and inclusion while promoting resilience, well-being and positive mental health.
- A snack pantry has been in operation since early August. This has seen some very regular use.
- Ontario Public Library Week is beginning next week, and highlights include an author visit from Bob MacDonald on October 27, 2024. There will also be an adult colouring mural and a quilting workshop.
- OnTrac has booked monthly outreach at the Library.
- The Local Immigration Partnership has some ongoing programs as well.
- The Art Loft has resumed a weekly art drop in.
- Later this winter, Service Canada will be providing information sessions in the Library as well. More information is to come soon on this.
- The Federation of Ontario Public Library’s invited the Arnprior Public Library to represent small libraries at their booth at the AMO Conference back in August. Chief Librarian Karen Deluca attended and spoke with representatives from municipalities all across Ontario.
- Language learning continues with English Second Language and Spanish conversation meet-up. They are also trying to put together a French conversation meet-up.
- Circulation is up across the board, with adult circulation up 6.6% and child circulation up 2.6% and inter-library loan is up 13%.
- 826 new cards this year have been signed up for.

Councillor Chris Toner reported on the following:

- Arnprior & District Archives Board Meeting – September 26, 2024
 - The archives have continued to be busy over the past several months. Eight new donations were received and accessioned. Ten fonds were described and digitized. During the past two months the archives responded to 35 research requests and over 200 emails were answered.
 - Just a reminder that the archives continue to accept both walk-ins and appointments for research.
 - Facebook and Instagram are continually being updated with recent updates spotlighting new donations and promoting the blog. The blog can be found on their website at www.adarchives.org
 - The archives are very grateful to the museum for passing onto them material donated to the museum but better suited to the archives. The logistics of doing this is still a work in progress.
 - The question arose as to what the archives is doing with audio/visual archival material; as of yet nothing.
 - Janis, with the help of volunteers participated in the Herb Fest at Waba Cottage.
 - Volunteers have been busy working on various projects; processing and cataloguing collections, supporting research inquiries, digitizing newspapers and volunteer interest research on first German settlers in Arnprior.
 - There continues to be approximately 20 linear meters left of backlog material.
 - Our treasurer Brian is also working on getting the AMBA ONCA compliant. He forwarded a proposed first draft of the new bylaws to the board members and would like to have a second draft ready to be adopted at our next meeting.
 - Previous Archivist, Emma Carey has resigned from the board effective at time of notice and current president Sara MacKenzie advised she will not be continuing on with the board in 2025. Ed Murphy advised the board he will step down as Vice President and is willing to be nominated for president.
 - Ed is putting together a wish list of potential board members based on some skills and interests he thinks the board could benefit from. If anyone is interested or knows of someone who might be interested, please check the website, Instagram or Facebook.

- Seniors Active Living Centre Meeting – September 30, 2024
 - Memberships in May equal 230. Memberships as of October 1st were 316, majority are renewals. The current capacity is approx. 360 members. The challenges are space, amount of programming time and limited funding to expand programming.
 - New programming updates: balance and strength with Val, carpet bowling, line dancing, acoustic music on Fridays (rebranded Gas' Gang of Musicians). There will also be two harmonica workshops offered in

- October, SALC swim is back at NSC, shuffleboard back up running at the JAG and seniors book club at the library.
- Provincial funding for operational will increase but special grant funding will stop.
 - Garden plots have been cleaned out and closed for the season, thank you Spencer Sloan.
 - SALC also offers workshops - happiness, sleep, fall prevention, dental hygienist, pelvic floor physio and hearing clinic.
 - Men's programming survey was a success, Men's Open Gym was the new program offered. Attendance is increasing and more promotions will continue. There is interest in making it co-ed, but the committee will address this in the future.
 - New ideas for increasing after-hour social events are the next initiative for the committee.

14. Correspondence & Petitions

a) Correspondence Package – I-24-OCT-17

Resolution Number 331-24

Moved by Tom Burnette

Seconded by Dan Lynch

That the Correspondence Package Number I-24-OCT-17 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch noted the following items:

- Page 23 - Ontario is creating 10 new Youth Wellness Hubs, adding to the network of 22 hubs the government has already opened since 2020, bringing the total number of Youth Wellness Hubs to 32 across the province. Of note the closest Youth Wellness Centre is located at the Renfrew Hospital.
- Page 26 - The Ontario government is investing \$5 million annually to help smaller communities across the province build safe and reliable transit services. The funding is being delivered through the new Ontario Transit Investment Fund (OTIF).
 - In response to County Councillor Lynch the CAO noted that staff are currently looking into this funding opportunity.
- Page 29 - Good news for women who are over the age of 40 can self-refer for publicly funded mammograms through the Ontario Breast Screening Program (OBSP).
- Page 36 - Want to become a Police Constable? The Ontario government is increasing enrollment in the Basic Constable Training (BCT) program at the Ontario Police College (OPC) which will accommodate an additional 80 recruits per year.

- Page 56 - Provincial Matters Ontario has announced an additional \$5 million through an application-based program to help increase emergency preparedness. Municipalities under 100,000 are eligible to apply. Applications are due October 31, 2024.
 - In response to County Councillor Lynch the CAO noted that staff is currently working on submitting an application for this grant opportunity, for an upgraded generator for Town Hall building to assist in handling emergency situations.
- Page 66 – In response to County Councillor Lynch the CAO confirmed this is the first time the Town has received this request from Nigig Nibi Ki-Win Gamik Society.

b) Correspondence Package – A-24-OCT-13

Resolution Number 332-24
 Moved by Lynn Cloutier
 Seconded by Billy Denault

That the Correspondence Package Number A-24-OCT-13 be received and the recommendations outlined be brought forward for Council’s consideration.

Resolution Carried

15. By-laws & Resolutions

a) By-laws

Resolution Number 333-24
 Moved by Dan Lynch
 Seconded by Chris toner

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

- i. By-Law No. 7527-24 – Award WPCC Scada PLC 5 Migration Project
- ii. By-Law No. 7528-24 – Part Lot Control (Marshall’s Bay Meadows – Block 57-2 on Plan No. 49M-115)

Resolution Carried

b) Resolutions

i. Resolution for Support – Ontario Community Sport and Recreation Infrastructure Fund

Resolution Number 334-24
 Moved by Chris Couper
 Seconded by Lynn Cloutier

Whereas the Province of Ontario has introduced the Community Sport and Recreation Infrastructure Fund (CSRIF) providing \$200 million in capital funding delivered by the

Ministry of Sport to revitalize existing community sport and recreation infrastructure and support the new facilities across the province; and

Whereas the Community Sport and Recreation Infrastructure Fund (CSRIF)'s first stream is directed for projects valued between \$150,000 and \$1 million to support projects that will result in the repair and rehabilitation of community sport and recreation facilities and spaces; and

Whereas Council authorized the Nick Smith Centre Revitalization project to be completed in 2025; and

Whereas this project will provide accessibility enhancements to the ice surface, benches, spectators stands and viewing areas of the facility; and

Whereas this project will provide additional programming space and meeting rooms for recreation and sports groups; and

Whereas this project aligns with the Town's core values of Forward-thinking; Accountability; Inclusivity and Respect (FAIR); and

Whereas this project meets the five key priority areas of the Town of Arnprior's Strategic Plan being Community Well-being and Culture; Corporate Efficiencies and Financial Sustainability; Economic Development; Environmental; and Growth and Asset Management; and

Whereas the Arnprior Accessibility and Age Friendly Advisory Committee adopted a resolution to support the funding application at their October 2nd, 2024 meeting;

Therefore Be It Resolved That the Council of the Corporation of the Town of Arnprior supports the application to the Community Sport and Recreation Infrastructure Fund (CSRIF) under the Repair and Rehabilitation Stream for the Nick Smith Centre Revitalization project.

Resolution Carried

ii. Municipal Grant Application – Arnprior & District Humane Society – Feliz Naughty Dog Bake and Craft Sale

Resolution Number 335-24
Moved by Chris Couper
Seconded by Lynn Cloutier

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Arnprior and District Humane Society; and,

Whereas the Arnprior and District Humane Society is the local no-kill shelter and their staff and volunteers provide a safe environment for stray dogs and cats until they can find their forever adoptive home; and,

Therefore Be It Resolved That Council approve the request for waiving the Nick Smith Centre Community Hall rental fees including set up / tear down costs (value of approximately \$357.50 plus HST) for the Feliz Naughty Dog Bake and Craft Sale on November 10th, 2024; and,

Further That the Arnprior and District Humane Society 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

iii. Municipal Grant Application – It Shouldn't Hurt to be a Child Hockey Tournament

Resolution Number 336-24
Moved by Lynn Cloutier
Seconded by Billy Denault

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the It shouldn't hurt to be a child hockey tournament organizers; and

Whereas the It shouldn't hurt to be a child hockey tournament will be hosted on November 15th and 16th, 2024 at the Nick Smith Centre as a fundraising event to raise money for the KidSport Renfrew County;

Therefore Be It Resolved That Council approve the request for waiving the Nick Smith Centre Community Hall rental fees including set up / tear down and security costs (value of approximately \$920.00 plus HST) for the It shouldn't hurt to be a child hockey tournament on November 15th and 16th, 2024; and

Further That the event organizers 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

iv. Municipal Grant Application – Royal Canadian Legion Branch No. 174 – 2024 Santa Claus Parade

Resolution Number 337-24
Moved by Dan Lynch
Seconded by Tom Burnette

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Royal Canadian Legion Branch No. 174; and,

Whereas the Royal Canadian Legion Branch No. 174 has sponsored the Arnprior Santa Claus Parade for many years in collaboration with a citizen-led planning committee; and,

Whereas the Arnprior Santa Claus Parade will be taking place on Saturday, November 23rd, 2024 between 5:00 PM and 8:00 PM and it will be in support of the Arnprior and District Food Bank; and,

Therefore Be It Resolved That Council approve the request as submitted to provide in-kind support for the following items:

- Use of Town barricades, staging, portable sound system, and radios for the event (estimated value of approximately \$1,200.00);
- Inclusion of event flyer in the September/October 2024 water bills which will be mailed out in early November 2024.

Resolution Carried

16. Announcements

None

17. Media Questions

None

18. Closed Session

Resolution Number 338-24 (7:27 pm)

Moved by Lynn Cloutier

Seconded by Billy Denault

That Council move into Closed Session regarding:

- One Matter pursuant to Section 239 (2)(b) and (d) of the Municipal Act 2001, as amended, regarding personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations (Employee Satisfaction Survey); and
- One Matter pursuant to Section 239 (2)(b) and (f) of the Municipal Act 2001, as amended, regarding personal matters about an identifiable individual, including municipal or local board employees and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Airport); and
- One Matter pursuant to Section 239 (2)(b) of the Municipal Act 2001, as amended, regarding personal matters about an identifiable individual, including municipal or local board employees (Striking Committee).

Resolution Carried

Resolution Number 339-24 (8:57 pm)

Moved by Lynn Cloutier
Seconded by Billy Denault
That Council resume to the Regular Meeting of Council.

Resolution Carried

Resolution Number 340-24
Moved by Lynn Cloutier
Seconded by Billy Denault
That Council directs staff to proceed as directed in Closed Session.

Resolution Carried

Resolution Number 341-24
Moved by Tom Burnette
Seconded by Chris Couper
That Council direct staff to prepare an appointment by-law appointing Member(s) of Council to the Arnprior Airport Commission, as directed in Closed Session.

Resolution Carried

19. Confirmatory By-Law

Resolution Number 342-24
Moved by Billy Denault
Seconded by Lynn Cloutier

That By-law No. 7529-24 being a By-law to confirm the proceedings of the Regular Meeting of Council held on October 15, 2024 be and it is hereby enacted and passed.

Resolution Carried

20. Adjournment

Resolution Number 343-24
Moved by Tom Burnette
Seconded by Dan Lynch

That this meeting of Council be adjourned at 8:59 PM.

Resolution Carried

Signatures

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



Arnprior Welcomes the World Juniors to the Nick Smith Centre

**For Immediate Release
23 October 2024**

ARNPRIOR, ON – The Town of Arnprior will welcome Latvia to the Nick Smith Centre for their World Junior Championship pre-competition camp this December that will conclude with a game against Switzerland on December 23 at 7:00 p.m. Arnprior will host another game four days earlier when Germany faces Kazakhstan on December 19 at 7:00 p.m. Tickets for both games are on-sale now at www.Arnrior.ca/WJC.

“We are thrilled to welcome the world to Arnprior this December,” said Mayor Lisa McGee. “Our community has always embraced major events such as the World Juniors and we’re honoured that Hockey Canada selected Arnprior to play a part in the success of this tournament. From our amazing hockey community to our bustling business community, I know Arnprior will roll out the red carpet for our guests.”

The 2025 IIHF World Junior Championship is being hosted in Ottawa at the Canadian Tire Centre and TD Place December 26, 2024 – January 5, 2025. Latvia will compete in Group A which includes tournament hosts Canada, along with the United States, Finland and Germany.

Latvia arrives in Arnprior on December 14 with their training camp running December 15-23. Selected practices will be open to the public during their time in Arnprior.

1000 tickets will be on sale for each game with general admission tickets available at \$30 per game plus applicable ticketing fees. The Community Hall at the Nick Smith Centre will also be transformed into a FanFest where fans can enjoy some added fun pre-game and during the intermissions. Access to FanFest is free with your game ticket.

“Arnprior has a long and proud history of hosting Hockey Canada events, and we’re excited to welcome the international ice hockey community to the Nick Smith Centre,” said Director of Recreation, Graeme Ivory. “Having Latvia stay in our community throughout their camp will create many opportunities to support our local businesses and engage with our minor hockey and school communities. We’re most looking forward to a packed house for these games and watching the stars of tomorrow take the ice in Arnprior.”



ARNPRIOR

Information on open practices, game days, FanFest and more is available at www.Arnprior.ca/WJC. More information on the 2025 IIHF World Junior Hockey Championship is available at HockeyCanada.ca/WorldJuniors.

Interested in volunteering with our event day team? Complete the volunteer intake form at www.Arnprior.ca/WJC.

Businesses interested in sponsoring the games, camp or FanFest can email recreation@arnprior.ca.

Media Contact:

Graeme Ivory, Director of Recreation
givory@arnprior.ca | 613.623.7301 X1793

• WHERE THE RIVERS MEET •



October 23, 2024
NR.073.24

ROAD TO THE WORLD JUNIORS SCHEDULE UNVEILED

Seven Ontario communities to host pre-tournament games in December ahead of 2025 IIHF World Junior Championship

CALGARY, Alberta - The pre-tournament schedule for the [2025 IIHF World Junior Championship](#) has been announced, with seven communities slated to host games from Dec. 19-23. In total, 11 games will be played throughout Eastern Ontario on the Road to the World Juniors.

The road begins and ends in Ottawa, with three games scheduled for the nation's capital, as well as Arnprior, Bellville, Brockville, Cornwall, Hawkesbury and Kingston. Over the course of five days, all 10 competing teams will be on the ice.

Canada will open its exhibition schedule with a pair of games at TD Place in Ottawa, taking on Switzerland on Dec. 19 and Sweden on Dec. 21 before facing Czechia at the Canadian Tire Centre on Dec. 23. All three games begin at 7 p.m. ET/4 p.m. PT.

In addition to the games, seven Ontario communities will host competing teams from around the world for pre-tournament camps ahead of the holiday hockey tradition - Arnprior (Latvia), Belleville (Czechia and Sweden), Brockville (Switzerland), Carleton Place (Kazakhstan), Cornwall (Finland and Slovakia), Kingston (United States) and Ottawa (Canada and Germany).

“This year’s World Juniors will celebrate hockey in Eastern Ontario, and we are thrilled to have these communities play host to practices and games leading up to Boxing Day,” said Dean McIntosh, senior vice-president of revenue, fan experience and community impact for Hockey Canada. “We know fans and volunteers in each community take immense pride in welcoming the world, and we look forward to seeing the excitement build as the 10 teams prepare to compete for a gold medal in our nation’s capital.”

Tickets for pre-tournament games are on sale now, including limited seats at TD Place for Canada’s first two matchups. [CLICK HERE](#) for more information.

Limited individual game tickets remain available for 2025 IIHF World Junior Championship in Ottawa. Fans can secure their seat by visiting Hockeycanada.ca/WorldJuniors.

TSN and RDS, the official broadcasters of Hockey Canada, will air all three of Canada’s pre-tournament games and all 29 tournament games, beginning with Sweden and Slovakia on Dec. 26 at 12 p.m. ET/9 a.m. PT. Check your local listings for more details.

For more information on Hockey Canada, the 2025 IIHF World Junior Championship and Canada’s National Junior Team, please visit HockeyCanada.ca or follow through social media on [Facebook](#), [X](#), [Instagram](#) and [TikTok](#).

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For more information or to be removed from the media contact list, please contact:

Branden Crowe
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Media Lead, Canadian Tire Centre
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204-730-2147

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2025 IIHF WORLD JUNIOR CHAMPIONSHIP CHAMPIONNAT MONDIAL JUNIOR 2025 DE L'IIHF

PRE-TOURNAMENT SCHEDULE | HORAIRE DES MATCHS PRÉPARATOIRES

# N°	Time (ET) Heure (HE)	Round Ronde	Group Groupe	Teams Équipes	Arena Aréna	Location Lieu
Thursday, December 19, 2024 / Jeudi 19 décembre 2024						
1	19:00	Exhibition/Hors concours	--	SUI - CAN	TD Place	Ottawa, ON
2	19:00	Exhibition/Hors concours	--	KAZ - GER	Nick Smith Centre	Arnprior, ON
Friday, December 20, 2024 / Vendredi 20 décembre 2024						
3	17:00	Exhibition/Hors concours	--	LAT - CZE	Memorial Civic Centre	Brockville, ON
4	19:00	Exhibition/Hors concours	--	FIN - SVK	Cornwall Civic Complex	Cornwall, ON
Saturday, December 21, 2024 / Samedi 21 décembre 2024						
5	19:00	Exhibition/Hors concours	--	SVK - USA	Slush Puppie Place	Kingston, ON
6	19:00	Exhibition/Hors concours	--	SWE - CAN	TD Place	Ottawa, ON
7	19:00	Exhibition/Hors concours	--	KAZ - HAW	Hawkesbury Sportsplex	Hawkesbury, ON
Sunday, December 22, 2024 / Dimanche 22 décembre 2024						
Off Day / Congé						
Monday, December 23, 2024 / Lundi 23 décembre 2024						
8	15:00	Exhibition/Hors concours	--	GER - SWE	CAA Arena	Belleville, ON
9	16:00	Exhibition/Hors concours	--	USA - FIN	Cornwall Civic Complex	Cornwall, ON
10	19:00	Exhibition/Hors concours	--	SUI - LAT	Nick Smith Centre	Arnprior, ON
11	19:00	Exhibition/Hors concours	--	CZE - CAN	Canadian Tire Centre	Ottawa, ON



Town of Arnprior Staff Report

Subject: Provincial Planning Statement (PPS), 2024

Report Number: 24-10-28-01

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

Department: Community Services Branch

Meeting Date: October 28, 2024

Recommendations:

That Council receives Report 24-10-28-01 as information regarding the *Provincial Planning Statement, 2024*.

Background:

On August 20, 2024, the Province of Ontario released the final version of the Provincial Planning Statement, 2024 (PPS, 2024) which took effect on October 20, 2024.

The PPS, 2024 applies to all decisions that affect a planning matter made on or after October 20, 2024, subject to a possible transition regulation. All municipal decisions, as well as comments, submissions or advice affecting planning matters, is required to be consistent with the PPS, 2024.

Discussion:

Below is a summary of some of the changes and a brief statement on how they may impact the Town of Arnprior.

The vision for Ontario in the PPS, 2024 has an added emphasis on the “building of more homes for all Ontarians.” This vision follows through to the policies in the PPS, 2024.

Planning for People and Homes

Section 2.1.1 requires municipalities to base population and employment growth forecasts on Ontario Populations Projections published by the Ministry of Finance.

Impact: This will affect population and employment growth forecasts at the next Official Plan

review scheduled for 2026.

Section 2.1.3 requires that when creating a new official plan and each official plan update, sufficient land be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of at least 20 years but not more than 30 years, informed by provincial guidance. In contrast, PPS, 2020 required using a time horizon of up to 25 years.

Impact: No impact. This change requires municipalities to plan for a minimum 20 year time horizon. The current Town of Arnprior Official Plan considers a 20 year planning horizon.

Policy 2.1.6 removes the concept of “healthy, liveable and safe communities” contained in the PPS, 2020 and instead provides that “planning authorities should support the development of complete communities.” Certain considerations for planning authorities that were contained in the PPS, 2020, such as “avoiding development and land use patterns which may cause environmental or public health and safety concerns” and “promoting development patterns that conserve biodiversity,” among others, are not included in the PPS, 2024.

Impact: These changes will need to be reflected in the Official Plan at the next comprehensive review. The PPS, 2024 still contains the same natural heritage policies and very similar natural hazard policies as the PPS, 2020, therefore maintaining similar environmental and safety considerations.

Housing

Policy 2.2.1(a) re-introduces the requirement from the PPS, 2020 that planning authorities establish and implement minimum targets for the provision of housing that is affordable to low and moderate income households. This policy requires Service Managers to address the full range of housing options, including affordable housing.

Impact: The County of Renfrew, as the Service Manager, will be required to implement this policy, however, the Town of Arnprior Official Plan should reflect minimum targets set by the County. Staff should work with the County to implement these targets.

Settlement Areas and Settlement Area Boundary Expansions

Policy 2.3.1.4 requires planning authorities to establish minimum targets for intensification and redevelopment.

Impact: No impact. The Town of Arnprior Official Plan already contains a minimum target for intensification (10%).

Policy 2.3.1.5 identifies that planning authorities are encouraged (but not required) to establish density targets for designated growth areas (rather than settlement areas).

Impact: Density targets for designated growth areas should be considered during the next Official Plan review planned for 2026.

Policy 2.3.1.6 directs planning authorities to establish and implement phasing policies, where appropriate, to ensure that development within designated growth areas is orderly and aligns

with the timely provision of infrastructure and public service facilities.

Impact: During the next Official Plan review, consideration should be given to whether establishment and implementation of a phasing policy is appropriate.

The PPS, 2024 permits a planning authority to identify a new settlement area or allow a settlement area boundary expansion at any time. It also removes the current conditions required to be satisfied before settlement area additions or boundary expansions are permitted.

Impact: No impact on the Town of Arnprior as our settlement area boundary is the same as our municipal boundary.

Strategic Growth Areas

The PPS, 2024 encourages municipalities to identify strategic growth areas and imposes general policies for strategic growth areas that focus on achieving complete communities, a range and mix of housing options, intensification and mixed-use development.

Impact: During the next Official Plan review, consideration should be given to whether establishment and implementation of strategic growth areas is appropriate.

Employment

Several policies (2.8.1.1(e), 2.8.1.2, 2.8.1.3, 2.8.2.4, 3.5) require planning authorities to promote economic development and competitiveness by addressing land use compatibility adjacent to employment areas by providing an appropriate transition to sensitive land uses. Policies encourages the development of industrial, manufacturing and small-scale warehousing uses that can be operated adjacent to sensitive land uses without causing adverse effects in strategic growth areas.

Impact: These changes may allow for closer integration of employment uses and residential uses in specific cases with minimization and mitigation of potential impacts.

Policy 2.8.2.5 permits planning authorities to remove lands from employment areas at any time (instead of through a Comprehensive Review), subject to certain provisions.

Impact: Keeping the Town of Arnprior Employment Needs Analysis up to date between Official Plan reviews will become more important if removal of employment lands occurs to ensure the municipality has sufficient employment lands to accommodate projected employment growth to the horizon of the approved Official Plan.

The PPS, 2024 defines employment areas as, “those areas designated in an official plan for clusters of business and economic activities including manufacturing, research and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities. An employment area also includes areas of land described by subsection 1(1.1) of the Planning Act. Uses that are excluded from employment areas are institutional and commercial, including retail and office not associated with the primary employment use listed above.”

Impact: The revised definition of employment lands results in Mixed-use

Commercial/Employment zones no longer being considered employment lands under the PPS, therefore conversion of these lands to other uses such as residential would not be required to meet the criteria in section 2.8.2.5.

Sewage, Water and Stormwater

Policy 3.6.1 provides that planning for sewage and water services shall accommodate forecasted growth in a timely manner that promotes the efficient use and optimization of existing municipal services while protecting the quantity and quality of water.

Policy 3.6.1(d) requires the integration of servicing and land use considerations at all stages of the planning process, including consideration of opportunities to allocate and reallocate, unused system capacity.

Impact: No impact. Planning for municipal water and sewage services is planned through the Water and Wastewater Master Plan currently underway which considers land use designations, provisions and zoning of future development lands and intensification. Consideration of servicing is already integrated into servicing and land use considerations at all stages of the planning process.

Policy 3.6.4 contains provisions that would allow individual on-site sewage services and individual on-site water services where municipal services are not available, planned or feasible, and requires planning authorities to assess the long-term impacts of individual on-site sewage services and individual on-site water services at the time of the official plan review or update.

Impact: During the next Official Plan review, consideration will need to be given to whether there are any areas where municipal services are not available, planned or feasible and if there are whether conditions are suitable for the long-term provision of individual on-site sewage or water services.

Natural Heritage

Aside from amending certain definitions, the PPS, 2024 does not make any changes to the natural heritage policies of the PPS, 2020.

Impact: No impact

Water

A new policy 4.2.3 encourages municipalities to undertake watershed planning.

Impact: Consideration should be given to watershed planning at the next Official Plan review when reviewing existing Water Resources policies in the Official Plan.

Cultural Heritage and Archaeology

The PPS, 2024 requires protected heritage property to be conserved. The previous requirement in the PPS, 2020 was for significant built heritage resources to be conserved. This modified language means that properties which have been listed on a municipality's heritage register but which have not been designated would no longer be required to be conserved.

Impact: No impact, the Town of Arnprior has no properties on our municipal heritage register

that have not been designated.

New policy 4.6.4(b) encourages planning authorities to develop and implement “proactive strategies for conserving significant built heritage resources and cultural heritage landscapes.”

Impact: Consideration should be given at the next Official Plan review to whether policies should be incorporated that would support proactive strategies for conserving significant built heritage and cultural heritage landscapes.

Natural Hazards

Policy 5.2.1 is carried over from the PPS, 2020 but requires planning authorities to collaborate with conservation authorities, where they exist, to identify hazardous lands and hazardous sites, and manage development in these areas.

Impact: No impact, the Town of Arnprior is not within the jurisdiction of a conservation authority.

Implementation and Interpretation

Policy 6.1.5 explicitly requires planning authorities to keep their zoning by-laws and development permit by-laws up to date with the PPS, 2024 by establishing permitted uses, minimum densities, heights and other development standards to accommodate growth and development. It also requires planning authorities to keep their official plans up to date with the PPS, 2024 to protect provincial interests.

Policy 6.1.7 provides that where a planning authority must decide on a planning matter before its official plan has been updated to be consistent with the PPS, 2024, or before other applicable planning instruments have been updated accordingly, it must still make a decision that is consistent with the PPS, 2024.

Impact: Staff are recommending that changes be considered at the upcoming Comprehensive Official Plan review planned to begin in 2026, given that:

- there is no prescribed timeline for Official Plans and Zoning By-law to be updated to be in conformity with the PPS, 2024;
- all decisions must comply with the PPS, 2024 even if the Official Plan and Zoning By-law have not been updated; and
- that an Official Plan review is scheduled for 2026.

Options:

1. Staff are recommending that any amendments to the Official Plan and Zoning By-law be considered at the next comprehensive review.
2. Council could direct staff to undertake Town-initiated Official Plan and zoning-by-law amendments to reflect some or all of the new PPS policies in advance of the planned comprehensive Official Plan review in 2026. For the reasons provided above, staff are not recommending proceeding in advance of the 2026 review.

Policy Considerations:

Discussed above.

Financial Considerations:

N/A

Meeting Dates:

N/A

Consultation:

- CAO, Robin Paquette
- Ryan Wall, Engineering Officer

Documents:

N/A

Signatures

Reviewed by Department Head: Alix Jolicoeur, Manager of Community Services/Planner

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: Bi-annual Financial Update – Q3 2024

Report Number: 24-10-28-02

Report Author and Position Title: Jennifer Morawiec, GM Client Services / Treasurer

Department: Client Services

Meeting Date: October 28, 2024

Recommendations:

That Council receive report number 24-10-28-02 as information.

Background:

As per Section 14 of the Procedural By-Law 6922-19, the General Manager, Client Services / Treasurer will provide Council with bi-annual Financial Reports, with the first report being in May/June and with the second report being October/November. The intent of the report is to provide Council with a clear picture of the Town’s financial status, identify any financial matters of concern and update Council on progress and improvements made to date on finance related initiatives.

Discussion:

2024 Operating Budget Analysis

As of September 30, 2024, 90% of budgeted revenues have been received (91%, 2023) and 74% of budgeted expenses have been expended (74%, 2023).

Comparison YTD Sept 30 to Budget	2024	2023
Revenues	90%	91%
Expenses	74%	74%

A detailed breakdown by service group of year-to-date (YTD) figures to September 30, 2024, compared to the 2024 operating budget, is included in Table 2 for Revenues and Table 3 for Expenses.

Table 2 – Operating Revenues – Comparison of YTD (Sept) to Budgeted

Account Description	Revenues			
	Year to Date (Sept 30)	2024 Budgeted	Variance (\$)	Variance (%)
Taxation				
Revenue from Taxation	12,336,027	\$ 12,513,882	177,855	99%
Payments in Lieu of Taxation	119,707	130,000	10,293	92%
General Government				
Council	-	-	-	-
Clerk	57,828	54,350	(3,478)	106%
Corporate Management	581,672	450,750	(130,922)	129%
Human Resources	-	-	-	-
Information Systems	9,452	9,452	-	100%
Protection to Persons & Property				
Fire Services	181,607	171,212	(10,395)	106%
Police Services	-	-	-	-
Animal Services & By-Law	31,670	33,032	1,362	96%
Crossing Guards	-	5,300	5,300	0%
Public Works				
Public Works	74,770	79,600	4,830	94%
Vehicles and Equipment	392,352	600,800	208,448	65%
Cemetery	96,312	118,000	21,688	82%
Environmental Services				
Waterworks	2,857,547	3,727,179	869,632	77%
Wastewater	2,091,882	2,689,580	597,698	78%
Waste Management	1,145,610	1,119,450	(26,160)	102%
Parks and Recreation				
Parks	11,571	6,800	(4,771)	170%
Marina	82,022	89,300	7,278	92%
Programs	238,372	237,300	(1,072)	100%
Nick Smith Centre - Programs	820,817	1,025,900	205,083	80%
Nick Smith Centre - Building	-	-	-	-
Buildings	-	-	-	-
Community Services				
Museum	40,447	43,780	3,333	92%
Building Services	321,401	341,500	20,099	94%
Planning and Zoning	49,425	34,700	(14,725)	142%
Marketing & Economic Development	2,565	6,500	3,935	39%
Grants and Subsidies	1,833,041	2,456,695	623,654	75%
To Reserves / Reserve Funds*	-	-	-	
Total Operating Budget	\$ 23,376,097	\$ 25,945,062	\$ 2,568,965	90%

Operating Budget Notes – Revenues (Table 2):

- Growth: Supplemental taxation revenues from new properties are currently \$175K less than anticipated. Additional supplemental revenues are anticipated for October and November however they will not be sufficient to cover the current revenue gap.
- Licensing: Clerks Office revenues are higher than budgeted due to a higher volume of lottery licensing revenues in 2024.
- Interest: Corporate Services revenues are higher than budgeted due to interest earned amounts.
- Insurance: Fire Department revenues are higher than anticipated due to insurance recovery revenues (Fire Marque).
- Water and Wastewater revenues are on trend to reach 100% by year-end.
- Waste Management revenues are due to the additional (second phase) of the pilot project (Food Cyclers) that was added mid-year (revenues from the sale of the counter-top composter and transfer from reserves to cover the additional phase two costs).
- Parks: Higher revenues are due to additional gazebo and ball field rentals than projected.
- Recreation Program revenues have already reached budget estimates with Q4 revenues still to come. Increased program revenues are from a variety of programs (pickleball, volleyball, youth programs, etc.). NSC Recreation Program revenues are currently at 80% of budgeted and are anticipated to reach 100% by year-end.
- Planning and Zoning revenues are higher than anticipated due to the high volume of planning and development related applications.
- Grants and Subsidies are represented at 9/12 allocation of their totals. 100% will be received by year end. These are grant revenues from OMPF, OCIF and CCBF.

Table 3 – Operating Expenses – Comparison of YTD (Sept) to Budgeted

Account Description	Expenses			
	Year to Date (Sept 30)	2024 Budgeted	Variance (\$)	Variance (%)
General Government				
Council	161,711	232,100	70,389	70%
Clerk	283,033	417,250	134,217	68%
Corporate Management	720,306	1,128,200	407,894	64%
Human Resources	94,534	132,850	38,316	71%
Information Systems	244,624	325,450	80,826	75%
Protection to Persons & Property				
Fire Services	600,743	972,438	371,695	62%
Police Services	1,317,154	1,773,859	456,705	74%
Animal Services & By-Law	76,161	104,500	28,339	73%
Crossing Guards	25,873	44,250	18,377	58%
Public Works				
Public Works	1,362,474	2,116,249	753,775	64%
Vehicles and Equipment	167,638	269,400	101,762	62%
Cemetery	118,707	118,000	(707)	101%
Environmental Services				
Waterworks	2,018,547	2,599,843	581,296	78%
Wastewater	1,693,027	2,150,700	457,673	79%
Waste Management	828,966	1,072,500	243,534	77%
Parks and Recreation				
Parks	357,195	442,850	85,655	81%
Marina	68,062	88,500	20,438	77%
Programs	368,762	460,300	91,538	80%
Nick Smith Centre - Programs	661,456	870,250	208,794	76%
Nick Smith Centre - Building	1,090,842	1,414,750	323,908	77%
Buildings	313,836	396,750	82,914	79%
Community Services				
Museum	229,198	312,850	83,652	73%
Building Services	249,791	341,500	91,709	73%
Planning and Zoning	144,890	153,680	8,790	94%
Marketing & Economic Development	153,657	224,750	71,093	68%
Grants and Subsidies	417,767	475,240	57,473	88%
To Reserves / Reserve Funds*	5,479,540	7,306,053	1,826,513	75%
Total Operating Budget	\$ 19,248,494	\$25,945,062	\$ 6,696,568	74%

Operating Budget Notes – Expenses (Table 3):

- Corporate Services expenses are trending slightly lower due to staffing vacancies and temporary contracts during 2024.
- While Fire Department expenses look low, this is due to wages for the volunteer firefighters are paid once per year in December.
- While Crossing Guard expenses appear low at 58% expended, this is normal as expenses are not incurred through the summer, just during the school year.
- Public Works and Vehicle and Equipment expenses are lower due to the light winter and low number of winter control events (January – April). The winter control budgets is only 50% expended compared to 80% expended at this same time period in 2023.
- Due to the wet summer, additional lawn maintenance and mowing was required at the cemeteries, resulting in higher labour expenses.
- Some expenses are more seasonal in nature (Parks, Programs) and will incur a higher percentage of expenses over the summer months.
- Planning and Zoning expenses are higher than anticipated due to the use of external resources to cover staffing gaps and maintain consistent services.
- Contributions to reserves are represented at 9/12 months for this chart however are adjusted at year end, depending upon any surplus / deficit.

Overall, with the exception of lower supplemental taxation revenues than anticipated, there are no major operating concerns identified at this time that would significantly impact the Town's operating budget for 2024.

Financial Considerations

(a) Property Tax Arrears

In February, 45 registered letters were issued to property owners with properties that were two years in arrears, with a deadline of March 31, 2024 to bring their account into good standing. Out of these properties, 7 remain two years in arrears and have been registered with a Tax Arrears Certificate.

Only one other property from prior year remains registered with a Tax Arrears Certificate and will continue through the process until brought into good standing through payment or become eligible for tax sale.

(b) Development Charges

- On August 28, 2023 Council held a hearing with respect to a compliant

received under section 20 of the Development Charges Act. Council determined that development charges were properly calculated and applied. The Complainant filed a notice of appeal with the Town Clerk with respect to Council’s decision on this matter to the Ontario Land Tribunal. The OLT hearing was completed on June 13-14, 2024. A final decision was received September 24, 2024 with the Appeal being dismissed and ruled in favour of the Town.

- Bill 185, Cutting Red Tape to Build More Homes Act, 2024 (“Bill 185”) received Royal Assent on June 6, 2024 amending multiple pieces of legislation including the *Development Charges Act*. Bill 185 repeals the statutory five-year phase-in of development charges, reinstates the costs of specific studies as an eligible capital cost for development charges, and development charge freeze timeframes are reduced from two years to 18 months. An amendment to our Development Charge By-law will be coming forward in Q4 in order to update for these legislative changes.

(c) 2025 Budget Preparation

- 2025 budget preparations are well underway with departmental budget reviews in progress. A major operating pressure for 2025 will include a significant increase of \$376,189 to the OPP annual service bill. This is approximately the equivalent of a 3.4% tax rate increase. To assist with capital expenses, the Town’s OCIF formula funds for 2025 increased \$119,169 (from \$794,458 to \$913,627).
- 2025 Budget Public Consultations are set for the evening of Wednesday, December 4, 2024. A report will come forward in November setting the 2025 Calendar of Meetings, however tentative budget dates are: 2025 Tabling of the 2025 Budget (January 13, 2025), budget deliberations (February 3 & 4, 2025), and passing of the budget (February 10, 2025).

2024 Capital Project Highlights

The 2024 capital program includes over 57 projects (24 new, 33 WIP) and over \$13.5M in funding. While projects vary on their current stage of completion, significant progress is being made on the capital program. Capital highlights include:

Linear Infrastructure	
MacDonald St Reconstruction	In progress, surface works 2025
McNab St Sidewalks	Fully completed
Rolling Road Rehab	Near completion (asphalt patches, sidewalks)
Victoria St Design	In progress
Land Improvements	

Fairview Park	Awarded, in progress, pathways completed, remaining works (June 2025)
Marshall's Bay Park – Phase I	Near completion, awaiting benches / waste receptacles
CN Trail Park	Near completion, awaiting light fixture install, benches / waste receptacles
Facilities	
NSC Arena Slab Replacement	Awarded, in progress, 2025 construction
WPCC Roof Replacement	Fully completed
WFP Media Replacement (F#2)	Fully completed
SCADA PLC 5	Awarded, complete in 2025
Vehicles / Equipment	
PW 1 Ton Replacement	Received and in-service
Cemetery & Parks Mowers	Received and in-service
Parks Tractor	Received and in-service
Fire – Personal Protective Equip	Recruitment in progress, PPE for new hires
Studies	
Recreation Master Plan	Completed, adopted by Council
Water / Wastewater Master Plan	Completed, upcoming presentation in Q4 2024
WFP & WPCC BCAs	Completed, upcoming presentation in Q4 2024

Procurements Under Delegated Authority

As per the Procurement policy, the following table outlines procurements made under delegated authority for the reporting period.

Vendor Name	Goods/Services	Value Awarded (pre HST)	Funding Source
WSP	Annual Landfill Monitoring	\$51,580	Operating Budget
JP2G Consultants Inc	Museum Fire Escape Design	\$43,279	Capital Budget
JP2G Consultants Inc	River Crossing - tender specs	\$61,956	Capital Budget
Capital Asphalt	CN Trail - Paving / interlock	\$38,000	Capital Budget

Investments

All investment related activities are and will continue to be executed in accordance with the Investment Policy By-Law and the Delegation of Authority By-Law.

Options:

N/A

Policy Considerations:

This report has been completed in accordance with the Town's Procedure By-law and meets the Town's Strategic Plan vision for embracing a Sustainable Financial Model.

Financial Considerations:

As outlined in this report.

Meeting Dates:

N/A

Consultation:

Senior Management Team

Documents:

N/A

Signatures:

Reviewed by Department Head: Jennifer Morawiec

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



Town of Arnprior Staff Report

Subject: 12 Thomas St - Brownfield Remediation Tax Assistance CIP

Report Number: 24-10-28-03

Report Author and Position Title: Jennifer Morawiec, GM, Client Services / Treasurer

Department: Client Services

Meeting Date: October 28, 2024

Recommendations:

That Council enact a by-law authorizing the Brownfield Remediation Tax Assistance Program (BRTAP) agreement with OVD Inc., for municipal tax assistance to help offset the remediation costs for 12 Thomas Street;

And that at the request by the property owner, the Town submit an application for matching education property tax assistance under the Ministry of Municipal Affairs and Housing's Brownfield Financial Tax Incentive Program.

Background:

The Brownfield Remediation Tax Assistance Program (BRTAP) is one of the financial incentive programs included in the Town of Arnprior's Community Improvement Plan (CIP) adopted by Council March 14, 2022.

On the October 10, 2023 Meeting of Council, the following resolution was approved by Council:

That Council approve the Brownfield Remediation Tax Assistance Program (BRTAP) application submitted by OVD Inc., owner of the property at 12 Thomas Street, for rehabilitation assistance under the Community Improvement Plan, and that a BRTAP agreement be established governing the payment of grant with the following grant terms:

- (a) A total grant payable value of 75% of eligible costs, not to exceed a maximum cap of \$1,121,750;
- (b) The grant payment period being phased over a maximum of ten years of development;
- (c) That the annual grant payable be set at 75% of the tax increment (new tax revenues less existing tax revenues) subject to the establishment of,

and in accordance with, the terms and conditions of a BRTAP Agreement; and

Further That Council submit a request to the County of Renfrew to approve their participation in the BRTAP program for the applicant, OVD Inc., to cancel all or a portion of the county taxes over the same ten years of development subject to the establishment of, and in accordance with, the terms and conditions of the BRTAP Agreement; and

Further That a future by-law be brought forward for Council to authorize the BRTAP Agreement with OVD Inc., for rehabilitation assistance of 12 Thomas Street, once the level of County of Renfrew participation has been confirmed.

Discussion:

Request to County of Renfrew's Participation

The request for County of Renfrew participation in the BRTAP program for their portion of County property taxes was brought forward by County staff at the January 2024 Finance and Admin Committee. Despite a recommendation to support from County staff, the motion was defeated with a split vote at the Finance and Admin Committee.

Upon request by County Councillor Lynch, the request and motion was brought forward to County Council for further consideration at their February 28, 2024 Council meeting and again discussed at their March 27, 2024 Council meeting. The eventual outcome was a request for Town of Arnprior to withdraw their motion at this time as the County of Renfrew does not have a proper Community Improvement Plan policy in place under the Official Plan to support the request. The matter was referred back to staff to further review and report to the Development and Property Committee. On the August 13, 2024 Development and Property Committee meeting, the following resolution was proposed:

THAT the Development and Property Committee recommends that County Council direct staff to undertake an Official Plan Amendment, to enable policies that would allow the County to provide grants/loans to local Community Improvement Plan (CIP) initiatives, which includes: (a) The preparation of a Regional Incentives Program; (b) That the Regional Incentives Program have a staff-delegated governance structure; and (c) That the Regional Incentives Program include a recommended funding amount for Council to consider in the 2025 budget.

A further presentation and information report was brought forward to County Council on the September 25, 2024 Regular Meeting with the above noted resolution being passed. That said, development and implementation of a proper Regional Incentives Program under an Official Plan amendment would take considerable time and would not be implemented in time for this grant application.

Province of Ontario – Brownfields Financial Tax Incentive Program

The Brownfields financial tax incentive program (BFTIP) is a financing tool from the Government of Ontario that helps municipalities give tax assistance to clean up brownfield properties. Under the program, municipalities can get provincial

education property tax assistance to match municipal property tax to help offset the remediation costs a property owner incurs when cleaning eligible brownfield properties.

If a property is eligible for the program, the Province can cancel all or a portion of the property owner's education property taxes for up to six years for business development and up to 10 years for residential development. Matching is proportional, so if a municipality cancels 75% of municipal property taxes to help the property owner, then the Province would consider cancelling 75% of the education portion of the property tax. To qualify for matching education tax assistance, municipalities must apply on behalf of brownfield property owners.

The property owner of 12 Thomas Street has requested that the Town apply to the provincial BFTIP program on their behalf.

Options:

Council could choose not to authorize the BRTAP agreement under the Town's CIP and to not to submit an application for matching education property tax assistance under the Province's BFTIP program however this is not recommended as both funding programs are for Brownfield development and is intended to incentivize the cleanup of Brownfield properties and help offset the remediation costs for a property owner.

Policy Considerations:

The requested Brownfield Rehabilitation Grant will satisfy Council's strategic priority by implementing the financial incentive programs of the Brownfield CIP and working towards a healthy and vibrant community with the remediation and redevelopment of the lands to provide housing within the built area boundary.

The approval of this grant will assist with the redevelopment of this brownfield property. Brownfield redevelopment is identified as a key strategy for promoting reinvestment in existing urban areas and for reducing the need to expand into greenfield sites.

Financial Considerations:

Based on the estimated eligible costs submitted the maximum grant amount is estimated to total \$1,010,838 (75% of eligible costs \$1,347,784). The actual annual grant amount will be calculated every year based on the new assessment, tax rate, taxes paid and actual municipal tax increment to establish the actual grant payment.

As the grant payable is also dependent upon the timing of the construction of the three buildings and the future property assessments, it is possible that the maximum pay-out would not occur within 10 years of the first payment, at which time the annual municipal grant payment would end even if the grant has not been paid in full. It is also possible that the maximum grant payment will be reached earlier than the 10 years.

The estimated tax increment calculations are included in Table 1 and the estimated grant payable based on 75% of the Town and Education tax increments is included in Table 2.

Table 1 – Estimated Tax Increments

Year		Existing Taxes (2024)			Estimated New Taxes			Tax Increment (100%)		
		Town	County	Education	Town	County	Education	Town	County	Education
1	2025	\$1,329	\$586	\$217	\$20,282	\$8,483	\$3,315	\$18,952	\$7,897	\$3,098
2	2026	\$1,329	\$586	\$217	\$60,845	\$25,448	\$9,945	\$59,516	\$24,862	\$9,728
3	2027	\$1,329	\$586	\$217	\$121,690	\$50,895	\$19,890	\$120,361	\$50,310	\$19,673
4	2028	\$1,329	\$586	\$217	\$141,972	\$59,378	\$29,835	\$140,642	\$58,792	\$29,618
5	2029	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
6	2030	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
7	2031	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
8	2032	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
9	2033	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
10	2034	\$1,329	\$586	\$217	\$182,535	\$76,343	\$29,835	\$181,206	\$75,757	\$29,618
TOTAL		\$13,292	\$5,856	\$2,171	\$1,439,997	\$602,259	\$602,259	\$1,426,705	\$596,403	\$239,824

Table 2 – Estimated Municipal and Education Grant Payable

Year		75% Tax Increment		Total 75% Tax Increment	Estimated Grant Payable
		Town	Education		
1	2025	\$14,214	\$2,323	\$16,538	\$16,538
2	2026	\$44,637	\$7,296	\$51,933	\$51,933
3	2027	\$90,270	\$14,755	\$105,025	\$105,025
4	2028	\$105,482	\$22,214	\$127,695	\$127,695
5	2029	\$135,904	\$22,214	\$158,118	\$158,118
6	2030	\$135,904	\$22,214	\$158,118	\$158,118
7	2031	\$135,904	\$22,214	\$158,118	\$158,118
8	2032	\$135,904	\$22,214	\$158,118	\$158,118
9	2033	\$135,904	\$22,214	\$158,118	\$77,177
10	2034	\$135,904	\$22,214	\$158,118	\$0
TOTAL		\$1,070,028	\$179,868	\$1,249,897	\$1,010,838

Meeting Dates:

N/A

Consultation:

N/A

Documents:

1. [County of Renfrew - March 27, 2024 - Staff Report](#)
2. [County of Renfrew - September 25, 2024 - Information Report](#)
3. Brownfield Remediation Tax Assistance Program (BRTAP) Agreement
4. Authorization for Application – Matching Education Property Tax Assistance

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

AUTHORIZATION

TO: Province of Ontario - Brownfield Financial Tax Incentive Program

RE: Provincial Education Property Tax Matching Assistance

12 Thomas Street, Arnprior ON (the **Property**)

Registered Owner: ARNPRIOR OVD INC.

THE UNDERSIGNED authorizes the Town of Arnprior (the "**Town**"), its officers, agents, councillors, servants, employees and consultants, to submit an application for Provincial Education Property Tax Matching Assistance under the Brownfield Financial Tax Incentive Program and to release to any and all information, records, reports and other documentation that the Town may have on file or in its possession or control pertaining to the Property and the business operations of the Registered Owner at the Property.

AND FOR SO DOING, this shall be its full and sufficient authority for doing so.

A photocopy of facsimile or email copy of this executed Authorization may be relied upon to the same extent as if it were an original executed version.

DATED this _____ day of _____, 2024.

ARNPRIOR OVD INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation.



Town of Arnprior Staff Report

Subject: Cemetery Rules and Regulations By-Law Update

Report Number: 24-10-28-04

Report Author and Position Title: Oliver Jacob, Deputy Clerk

Department: Client Services

Meeting Date: October 28th, 2024

Recommendations:

That Council adopt a by-law to repeal and replace By-Law No. 6369-14, being a by-law to adopt rules and regulations for Municipal Cemeteries in the Corporation of the Town of Arnprior; and,

Further That Council direct staff to provide public notice of the Town's intention to repeal and replace By-Law No. 6369-14 (Cemetery Rules and Regulations By-Law) in accordance with the *Funeral, Burial and Cremation Services Act* (FBCSA) and its regulations, subject to final approval by the Registrar; and,

Further That Council direct staff to submit the revised Cemetery Rules and Regulations By-Law to the Registrar of the Cemetery Regulation Unit at the Ministry of Consumer and Government Services for approval.

Background:

In Ontario, both public and private cemeteries are governed through provincial legislation, primarily through the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33 as amended. Under the Act, cemeteries may adopt by-laws to regulate the operation of the cemetery including the sale or transfer of interment rights, entitlements and restrictions related to interment rights.

The Town of Arnprior owns and operates two municipal cemeteries: Albert Street Cemetery (since the 1920s) and the Malloch Road Cemetery (since 1972). The Town also has another parcel of land in the Township of McNab/Braeside which has been designated as a future cemetery location. The location details of each cemetery are provided in Table A.

Cemetery	Street Address	Legal Description
Albert Street Cemetery	339 Albert Street	Part of lot 4, Concession 14, Township of McNab, now in the Town of Arnprior, County of Renfrew
Malloch Road Cemetery	127 Usborne Street	Part of lot 7, Concession 'B' of 13, Township of McNab and being part of Block 'L', as shown on a Plan of the Village of Mansfield as Plan 23, County of Renfrew
Proposed Future Cemetery	County Road 1 (River Road)	Lot 10, Conc. 13, Township of McNab, County of Renfrew

In 2014, Council adopted the current Cemetery Rules and Regulations By-Law which replaced By-Law No. 5018-02. In this by-law, regulations are provided for plot purchases, plot returns, interments, disinterments, and monument and marker installations.

Discussion:

As the Cemetery Rules and Regulations By-Law has been in place for the last 10 years, Town staff undertook a fulsome review of the by-law in consideration of best practices from similar cemeteries as well as from a lens of various cemetery issues that have arisen since its enactment.

The revised Cemetery Rules and Regulations By-Law has been attached as Document 1, with yellow highlight depicting any additions or changes and red text with strikethrough depicting any deletions. The following represents a summary of the revisions:

(a) Section A: Arnprior Municipal Cemeteries

No Changes

(b) Section B: Owner/Operator Information

No Changes

(c) Section C: Definitions and Interpretations

New definitions have been added and/or revised to reflect cemetery best practices and BAO guidance including the addition of definitions for “burial/interment/inurnment”, “by-laws” and “rights holder”.

(d) Section D: Sale and Transfer of Lots

Provisions have been added to clarify the standard number of burials per grave type and to recognize that the space available may change based on the existing burials, the use of oversized shells or vaults and/or monument installations.

Additional wording has been added to ensure that purchasers understand the Town has the authority to create cemetery rates for both resident and non-resident purchasers and that the Town reserves the authority to determine residency at the time of initial purchase.

(e) Section E: Interments and Disinterments

The notice period for interments has been updated to reflect internal operating timelines and procedures during the summer and winter months. This differentiation will recognize the increased challenges that exist for burials during the winter months, as well as the need for additional leeway due to workforce availability and inclement weather conditions. Administrative guidance has been added to ensure that funeral directors understand they can only direct inquiries and requests through the Town Administrative Staff and/or the Supervisor of Roads and Services.

(f) Section F: General Regulations

New provisions have been added to provide clarity surrounding the prohibition of thorny or invasive plants as well as hazardous materials (i.e. glass, ceramics, corrosive metals, and sharp objects) being placed within the cemetery.

(g) Section G: Monument and Markers

New provisions have been added to specify the standard dimensions of monuments within our cemeteries and to clarify that images/symbols are permitted on the back side of an upright monument. Additional language has been added to require detailed requests for monument installations and to provide authorization for the Town to address monuments that present public safety risks.

(h) Section H: Rules for Monument Dealers and Their Contractors

This section has been updated to reflect inclusive language and to ensure that monument companies understand that they can only direct inquiries and requests through the Town and/or Supervisor, not to onsite cemetery staff.

(i) Section I: Columbaria Inscription and Memorialization

This section has been added to reflect the recent installation of columbaria at both municipal cemeteries, and to include necessary provisions related to columbaria. These provisions are consistent with the internal operating policies

that have been used since the first columbaria installation.

(j) General Housekeeping Amendments

Amendments have been made to add inclusive language (removal of gendered language) and to reflect cemetery best practices in comparator municipalities including the Town of Deep River, Town of Smiths Falls, Township of McNab/Braeside, City of Cambridge and the City of Timmins. The by-laws were also reviewed in line with the sample by-laws provided by the Bereavement Authority of Ontario (BAO).

Options:

Council could choose not to adopt one or more recommended revisions to the draft Cemetery Rules and Regulations By-Law. This option is not recommended as these amendments bring the rules and regulations in line with current practice and add additional clarifications for funeral directors, monument dealers, rights holders and their families.

Council could choose not to repeal and replace the existing Cemetery Rules and Regulations By-Law; however, this option is not recommended as the current 2014 by-law has been in place for over 10 years and it does not include recent additions to the cemeteries (i.e. columbaria).

Policy Considerations:

Under the *Funeral, Burial and Cremation Services Act, 2002*, the Town of Arnprior is required to provide public notice following the adoption of a revised Cemetery Rules and Regulations By-Law.

The notice requirements have been included as Appendix B and Town staff have confirmed with the Bereavement Authority of Ontario (BAO) that the Town may utilize our municipal website in place of a community newspaper for general circulation.

Upon submission of the revised by-law and proof of required public notice, the Bereavement Authority of Ontario (BAO) will review the proposed by-law and approve revisions as it deems appropriate. The revised by-law will only come into full force and effect upon the BAO's final approval.

Financial Considerations:

The cemetery price list is set by Council through the annual User Fees and Charges By-Law update. As a result, this report does not have financial implications on cemetery operations.

Meeting Dates:

None

Consultation:

- Jennifer Morawiec, General Manager, Client Services / Treasurer
- Kaila Zamojski, Town Clerk
- John Steckly, General Manager, Operations
- Steve McLean, Supervisor, Roads and Services
- Kaitlyn Wendland, Client Services Coordinator

Documents:

1. Document 1 – Draft Cemetery Rules and Regulations By-Law
2. Document 2 – Notice Requirements

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

Document 1 – Draft Cemetery Rules and Regulations By-Law

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



Arnprior Municipal Cemeteries Rules & Regulations

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Section A – Arnprior Municipal Cemeteries

1. Albert Street Cemetery

Ministry file #: 03597
Activity: Active
Legal description: Part of lot 4, Concession 14, Township of McNab, now in the
Town of Arnprior, County of Renfrew
Location: 339 Albert Street
Arnprior, Ontario

2. Malloch Road Cemetery

Ministry file #: 03669
Activity: Active
Legal description: Part of lot 7, Concession B of 13, Township of McNab and
being part of Block L, as shown on a Plan of the Village of
Mansfield as Plan 23, County of Renfrew.
Location: Usborne Street
McNab-Braeside Township

3. Arnprior Proposed / Future Public Cemetery

Ministry file #: 03672
Activity: Inactive
Legal Description: Lot 10, Concession 13, Township of McNab, County of
Renfrew
Location: County Road 1 (Seymour Street)

Section B – Owner / Operator Information

Owner / Operator: Corporation of the Town of Arnprior
105 Elgin Street West
Arnprior, ON
K7S 0A8

Tel.: (613) 623-4231
Fax: (613) 623-8091

Ministry licence #: 3298553

Ministry: Cemeteries Regulation Unit
Ministry of Government and Consumer Services
5775 Yonge Street, Suite 1500
Toronto, ON
M5B 2E5

Tel.: (416) 326-8393 or 1-800-889-9786
Fax: (416) 326-8406

Section C – Definitions and Interpretations

1. “Ashes” refer to human cremated remains.
2. “Burial/Interment/Inurnment” means the opening of a lot and then the placing of human remains, or cremated human remains in that lot, followed by the closing of the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.
3. “By-Laws” means the rules and regulations under which the Cemetery operates as expressed through the Town’s most recent Cemetery Rules and Regulations By-Law.
4. “Care and Maintenance” is a monetary sum paid at the time of purchase and set aside by the Cemetery Owner/Operator in the Care and Maintenance Fund. It is a requirement under the *Funeral, Burial and Cremation Services Act, 2002* that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
5. “Cemetery” means all Arnprior Municipal Cemeteries.
6. “Cemetery Services” means services provided in respect of the interment of human remains or cremated human remains at a cemetery and includes such services as may be prescribed but does not include funeral services.
7. “Certificate of Interment Rights” means the document issued by the Cemetery Owner to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
8. “Clerk” means the Clerk of the Town of Arnprior.
9. “Contract” means the agreement that ~~for the purchases of these by-laws~~, all purchasers of interment rights must sign ~~a contract~~ with the cemetery under this by-law, detailing obligations of both parties and acceptance of the cemetery by-laws, the Consumer Information Guide and the Cemetery’s price list.
10. “Corner Posts” means any stone or other landmarks set flush with the surface of the ground and used to indicate the location of a lot or plot.
11. “Columbarium” means a structure designed for the purpose of interring cremated human remains in a sealed niche or compartment.

12. "Crypt" means an individual compartment in a mausoleum for the entombment of human remains.
13. "Interment rights" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.
14. "Lot" (Also known as Grave) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.
15. "Marker" means any permanent memorial structure that is set flush and flush with the ground and used to mark the location of a grave.
16. "Mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of the human remains in sealed crypts or compartments.
17. "Ministry" means the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
18. "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
19. "Niche" means an individual compartment in a columbarium for the entombment of cremated human remains.
20. "Owner" means the owner/operator of the cemetery, the Town of Arnprior.
21. "Plan" means the plan of the cemetery, approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
22. "Plot" for the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.
23. "Resident" means person eligible to vote in the Town of Arnprior municipal elections in accordance with the *Municipal Elections Act*, as amended.
24. "Rights Holder(s)" means the person or persons authorized or entitled to inter human remains in a specified lot. They may be the person named in the Certificate of Interment Rights or such other person to whom the rights have been assigned.
25. "Scattering" means the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery

owner and in keeping with the cemetery's by-laws.

26. "Scattering Grounds" means any designated area within a Cemetery for the scattering, strewing, or commingling of cremated human remains in a common ground.
27. "Supervisor" means the person and/or their designate appointed by the Town to act as caretaker of the cemetery.
28. "Town" means the Corporation of the Town of Arnprior.
29. "Treasurer" means the Treasurer and/or their designate of the Town of Arnprior.
30. "Trust Funds" means those funds in which a trustee may invest, and which are defined in *The Trustee Act, R.S.O. 1990 Ch. T.23*.
31. "Vault" means an outer container that houses a casket when it is buried.
32. "Weekend" or "Holiday" means hours outside or beyond *working hours* from 4:30pm-12:00am and 12:00am-8:30am Monday through Friday and shall include Saturday, Sunday, declared and statutory Holidays.
33. "Working Hours" means regular hours of work from 8:30am-4:30pm Monday through Friday, and shall exclude Saturday, Sunday, declared and statutory holidays.

Section D – Sale and Transfer of Lots

1. Lots may be purchased from the Town of Arnprior according to the plans of the Cemetery approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
2. Purchasers of Lots acquire only the right and privilege of burial of the dead and of constructing monuments subject to the rules and regulations as approved. The purchase of interment rights is not a purchase of Real Estate or real property.
3. The Town of Arnprior does not permit the private resale of interment rights to third parties.
4. If a rights holder(s) wishes to re-sell the interment or scattering rights, the rights holder(s) must make the request to the cemetery owner in writing. The cemetery owner will repurchase the interment or scattering rights at the price listed on the cemetery owner's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
5. The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the cemetery owner and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights title and interest back to the cemetery owner. The appropriate paperwork must be completed before the cemetery owner reimburses the rights holder(s).
6. If any portion of the interment or scattering rights has been exercised, the rights holder(s) are not entitled to re-sell the interment or scattering rights unless special authorization is provided by the Town.
7. Payments for lots shall be made at the Municipal Office, 105 Elgin Street, West, Arnprior, ON K7S 0A8.
8. Each purchaser of a lot shall be entitled to a copy of the contract.
9. The contract or certificate of interment rights shall include the following:
 - (a) The name of the interment rights holder.
 - (b) The location and dimensions of the lot to which the interment rights relate.
 - (c) The date on which the interment rights are purchased or transferred.
 - (d) The amount paid by the purchaser for the interment rights.
 - (e) The amount deposited into the Care and Maintenance Fund for the interment rights.

- (f) A statement that, if the purchaser transfers the interment right, the certificate cannot be transferred but must be returned to the owner who will issue a new certificate to the transferee.
 - (g) Shall be subject to the existing regulation or such regulations as may from time to time be determined upon by the Town and approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services, as if embodied therein in full.
9. It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an interment right,
- (a) The purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights to the owner; and
 - (b) The owner shall issue a new certificate of interment rights to the transferee.
10. It is a requirement under the *Funeral, Burial and Cremation Services Act, 2002* that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
11. Lots shall be sold hereafter covered by a rate for Care & Maintenance set forth in the Cemetery price list.
12. Lots previously sold, for which provision for Care & Maintenance has not been made, may be placed under this plan by the payment of the charges set forth in the Cemetery price list.
13. As provided in the *Funeral, Burial and Cremation Services Act, 2002*, if interment rights or scattering rights are sold and are not exercised within 20 years of the date of sale, the cemetery owner may, after the 20 years has elapsed, apply to the Registrar for a declaration that the rights are abandoned.
14. Any persons whose interment rights or scattering rights have been declared abandoned may apply to the Registrar for redress.

The maximum number of lots, including earth or cremation graves that may be purchased by an individual, company, or corporation shall be six (6). Should a purchaser require more than six (6) graves, a written request justifying the additional purchases must be submitted for consideration and approval by the Town.

15. Standard Number of Burials (by type)

Subject to onsite conditions, the standard capacities of each burial location available for purchase is as follows:

Burial Location Type	Earth Burials (Caskets)	Cremation Burials
Earth Burial Lot (3' x 10')	One (1) (if buried before cremation burials)	Six (6)
Cremation Lot (3' x 3')	Zero (0)	Two (2)
Niche	Zero (0)	Two (2)

16. Notwithstanding Section 15, the Town reserves the right to determine the number of burials that may be made in any burial location resulting from the limitations imposed on the lot by existing burials including those caused by the use of oversized outer shells / vaults and/or monument installations.

17. The Town may adopt varied fees for resident and non-resident purchasers as outlined in the Cemetery Price List.

- a. The Town reserves the authority to determine the residency of potential purchasers and the applicable fees at the time of plot purchase.
- b. Residents may not purchase cemetery lots on behalf of someone else who is not a resident for the purpose of circumventing the non-resident fees as established by the Town.
- c. For at-need lot purchases, the residency of the deceased shall be used to determine the applicable fees if the purchaser does not intend to be interred in the lot that they are purchasing.

Section E – Interments and Disinterments

1. A Burial permit issued by the Division Registrar or an equivalent document (i.e. Certificate of Cremation / Aquamation), showing that the death has been properly registered with the province, must be deposited with the Supervisor Town before the interment can take place.

2. Notice for Interments

a) Summer Interments (May 1st to November 14th)

Interments are permitted Monday to Saturday between the hours of 8:30 AM to 3:00 PM (with 3:00 PM as the latest booking time available). Burials on Sundays are not permitted. At least two (2) business days' notice is required.

b) Winter Interments (November 15th to April 30th)

Interments are permitted Monday to Friday between the hours of 8:30 AM and 2:00 PM (with 2:00 PM as the latest booking time available). Burials on Saturdays and Sundays are not permitted during the winter months. At least three (3) business days' notice is required.

~~At least eight working hours' notice of each interment shall be given to an official at the Municipal Office.~~ The Town cannot be responsible for having graves prepared unless appropriate notice is given as identified above and authorization to proceed has been provided by the Town. All interments are subject to workforce availability and inclement weather as determined by the Town.

3. The Supervisor, their designate and/or someone in the employ of the Town shall be in attendance at each interment.
4. In each case of burial/interment/inurnment, the requestor shall provide the following details to secure the interment booking and ensure an accurate register may be kept:
 - a) Full Name of Deceased
 - b) Deceased's Date of Birth
 - c) Deceased's Date of Death
 - d) Date and Time of Proposed Interment
 - e) Location of Interment (Section, Plot, Grave)
 - f) Type of Burial (i.e. Earth Burial, Cremation, Niche, Scattering)
 - g) Kind, length and width of outside case (i.e. casket, urn, outer shell, etc.)
 - h) Name of Individual Authorizing the Burial
 - i) Name of Funeral Director (where applicable)
 - j) Name and Address of Payor

The location of the grave to be opened shall be accurately designated by a diagram. Precise and proper instruction in writing shall be given regarding the location of every burial, as the Town cannot be held responsible for any errors resulting from wrongful or lack of specific information.

5. Where orders for interments are given by telephone, the Town will not be responsible for any errors or misunderstandings that may arise, and such verbal orders shall be confirmed in writing prior to the interment.
6. Persons ordering graves shall be held responsible for charges incurred.
7. No interment shall be made without the written **authorization** of the rights holder(s) of the lot or their legal representative. Orders from funeral directors shall be construed as orders from the family.
8. Bodies of any of the lower animals shall not be buried in any grave in the Cemetery.
9. When a lot is held jointly by two or more persons, an order must be accepted by all of them, or their authorized representatives, for interment in such part of the lot as may be requested.
10. No grave or vault shall be opened for interment or disinterment by any person not in the employment of the Town, except under special circumstances, and by permission of the Town.
11. Double interments are permitted with the consent of the Town and only where the ground is conducive to the depth required, and no interments are located on either side at a lesser depth. However, confirmation can only be given after the opening.
12. Scattering of cremated remains in cemeteries of the Town of Arnprior will only be permitted in a designated area. Only scattering rights holder(s) may scatter cremated remains in the designated area within the cemetery. **Once scattered, cremated human remains cannot be retrieved.**
13. No disinterment shall be made without the written consent of the Local Medical Officer of Health, and the rights holder(s) of the lot, except under an order of the court, as provided in the *Funeral, Burial and Cremation Services Act, 2002*. A certificate from the local medical officer of health is not required for the removal of cremated remains.
14. Interment fees shall be charged as set forth in the Cemetery price list.

15. The setting up and removal of artificial grass, tents, lowering devices and other interment accessories at the grave site are the responsibility of the funeral director.
16. Funeral corteges within the Cemetery shall follow the route indicated by the Supervisor.
17. No interments shall be permitted in any lot against which charges are due and unpaid.
18. Vaults or grave liners are not mandatory, unless ordered by the Medical Officer of Health.
19. At the discretion of the Town, administrative charges may be applied for late arrivals and additional interments (more than one burial at the same time) as outlined in the Cemetery Price List.
20. Funeral directors shall only direct inquiries and requests through designation Town Administration Staff and/or Supervisor.

Section F – General Regulations

1. Where provision has been made for Care & Maintenance, the Town undertakes regular grass cutting, trimming, proper grading and seeding, or removal of trees and shrubs as necessary.
2. The Town of Arnprior assumes no responsibility for missing or damaged vases, flowers, wreaths or other items placed in the cemetery, including removal or disposal of real cut flowers or potted plants.
3. Rubbish shall not be thrown out on roads, walks or any part of the grounds.
4. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Supervisor shall remove the same.
5. The Town shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.
6. **Feedback from** lot owners or visitors should be made to the **designated Town Administrative Staff**. You are **able to request a meeting with the Town and/or Supervisor for** any problem relating to your lot(s).
7. Dogs must be kept on a leash, and the dog owner shall be responsible for cleaning up after their animals.
8. Cemetery gates may be closed and locked at the Municipality's discretion without prior notice of closure of said gates.
9. **Permitted:**
 - (a) Ornamental dwarf evergreen shrubs are allowed on all lots of two (2) graves or more with monuments. They must be in line with the monument and be of reasonable size and shape, not more than four feet high, and not to interfere with plots on either side. Before purchasing shrubs, it is advisable to consult the **Town** for suggestions about type and size.

The Town may **trim and/or** remove any trees or shrubs that are in any way detrimental to lots, drains, road, or walks or prejudicial to the general appearance of the grounds or inconvenient to the public. The Town will not replace any trees or shrubs that have been damaged or removed. The Town will not provide payment for the purchase of, or services related to planting, trimming, removal, care and maintenance, for any trees or shrubs that have been damaged or removed.

- (b) Flowerbeds are only permitted on plots with a monument with the beds being no wider than eight (8) inches out from the front of the monument. The exception being the cremation section, where no beds are allowed. Prohibited plants include thorny plants (including, but not limited to, roses, hawthorns and Russian olive) and noxious/invasive species (as identified by the Ontario Ministry of Natural Resources).

Real cut flowers or potted plants in unbreakable containers (other than glass) can be placed on the turf area of graves anytime, but they are routinely picked up and disposed of by Town Staff.

Vases, urns and flower stands not properly cared for and such as are not filled with plants by the twentieth of June in any year shall be removed from the lot.

10. **Not Permitted:**

- (a) No person shall erect, plant or maintain borders, fences, railings, walls, trellises or arches, chairs or benches, cut-stone copings, or hedges in or around any plot. They are prohibited and will be removed.
- (b) Articles made of hazardous materials such as non-heat-resistant glass, ceramics, corrosive metals, or sharp objects are prohibited and will be removed.
- (c) No person shall plant any woody or flowering ornamentals without the consent and supervision of the Supervisor.
- (d) No person shall do any work upon a burial lot without the permission of the Supervisor.
- (e) Picking or cutting of flowers, wild or cultivated, is strictly forbidden.
- (f) No picnic party or camping will be permitted on the grounds.

Section G – Monument and Markers

1. For the purpose of these regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
2. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
3. All foundations for monuments and markers at the head of a grave shall be built by the monument dealers. The foundation of a monument or marker must be five feet in depth and three inches larger on all sides than the base of the monument. The quality of materials used for foundations are subject to approval by the Supervisor.
4. The Town reserves the right to determine the maximum size of monuments and their location on each lot with the following guidelines:

(a) The standard dimensions of a monument are as follows:

Size of Plot	Maximum Monument Width (including base)	Maximum Monument Thickness	Minimum Monument Thickness
One Earth Burial Plot (3' x 10')	30"	10"	6"
Two Earth Burial Plots (6' x 10')	66"	10"	6"
Three Earth Burial Plots (9' x 10')	102"	10"	6"
Four Earth Burial Plots (12' x 10')	138"	10"	6"

4. No more than one monument shall be erected on any one lot, and this must be placed in the space reserved for it unless special permission is given by the Town for placing it otherwise.
5. All markers, monuments, mausoleums or tombs shall be constructed of bronze or natural stone (i.e. granite). The bottom bed of all bases and markers shall be cut level and true.

6. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery.
7. No lettering shall be permitted on the side of the monument facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot, save and except surnames only may be inscribed on the back of the monuments. Images and symbols without lettering may be permitted on the back of the monument subject to approval by the Town.
8. One marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument.
9. Markers or foot stones of bronze or granite are permitted but must not exceed twenty-four by eighteen inches with a depth of three to five inches. The upper surface must be flat with no projections and shall be set level with the ground surface. All markers shall be set by monument dealers, at the expense of the rights holder(s).
10. Rights holder(s) may, on the receipt of their contract and at their own expense, have bronze or stone markers (corner markers) between six and seven inches square and not less than six inches deep placed at the corners of the lot, or lots conveyed to him, to be planted flush with the ground.
11. When any monument, gravestone or memorial of any kind is to be removed, or any inscription made or cleaning done, permission shall be made in writing by the rights holder(s) of the lot with a description of the work proposed.
12. Monuments are placed in the cemetery at the rights holder(s) risk, and the Town of Arnprior assumes no responsibility for damage or loss due to vandalism.
13. The Town of Arnprior is only responsible for maintaining the foundation (if applicable) and keeping the monument or marker in a straight and level condition.
14. The marking of graves with a permanent monument is completely optional and the timing of such arrangement is discretionary excepting the following guidelines.
 - (a) The installation of flat markers and the foundations for upright monuments are completed on a seasonal basis from approximately May 1st until September 30th as determined by the Supervisor.
 - (b) Applications for monuments and flat marker installations can be

made at any time through a monument dealer. Monument dealers must provide a copy of their monument contract signed by the rights holder as well as a detailed sketch showing all dimensions and the proposed location along with payment for the installation fees associated with the monument placement (including staking fees and monument care and maintenance contributions). A list of monument dealers may be provided at the Municipal Office, 105 Elgin Street West, Arnprior, ON K7S 0A8.

- (c) If it is found that the foundation of any monument has not been placed in accordance with the “Rules and Regulations for Arnprior Municipal Cemeteries”, the Town will not assume responsibility for maintaining the foundation or keeping the monument or marker in a straight and level condition.
- 15. Upright monuments will be allowed in all areas of the cemetery with the exception of the cremation section which is reserved for the interment of cremated remains. A flat marker will only be allowed to mark those plots.
- 16. The Town of Arnprior is responsible for ensuring the cemetery grounds, including all lots, structures and markers, are maintained to ensure the safety of the public and to preserve the dignity of the cemetery.
- 17. No monuments shall be erected on Saturdays, Sundays, declared or statutory holidays unless permission in writing has been granted by the Supervisor.
- 18. Should any monument or marker present a risk to public safety because it has become unstable, the Supervisor may repair, reset, lay down the monument or marker or any other remedy to remove the risk.

Section H – Rules for Monument Dealers and Contractors

1. Every contractor employed to do any work in the Cemetery shall first present a work order to the ~~Supervisor~~ **Town** signed by the rights holder(s) or their representative, requesting permission to employ such contractor to do the work herein specified. This application shall designate the section and lot.
2. The demeanor and behaviour of all ~~workmen~~ **individuals** employed by others in the Cemetery shall be subject to the control of the Supervisor.
3. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
4. ~~Workmen~~ **All Monument dealers and contractors working in the cemetery** shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
5. All work must be done during regular cemetery hours, unless by special permission of the Town.
6. Heavy loads shall not be permitted in the cemetery when the roads are in poor condition.
7. No monumental work shall be delivered at the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
8. All implements and materials used in the performance of any work shall be placed where the Supervisor may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Supervisor may order. Otherwise, the obstructions will be removed, and the expense charged to the rights holder(s) of the lot.
10. Any ~~workman~~ **monument dealer or contractor** who damages any lot, tombstone, monument or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury, and in addition thereto, their employer shall be liable, therefore.
11. Before a monument is approved for placement, the applicant must submit to the **Town** a written request for a monument location. The request must indicate the rights holder(s), and the position of the monument on the plot. A location will only be made after the care and maintenance for such monument has been paid for.
12. **Monument companies and their staff/contractors shall only direct inquiries and requests through Town Administration Staff and/or Supervisor.**

Section I – Columbaria Inscription and Memorialization

1. Only the Supervisor or their designate may open and seal niches for interments. This applies to the inside sealer and the niche front.
2. No person, other than Town staff, shall remove or alter niche fronts.
3. To ensure quality control, desired uniformity and standard of workmanship, the Town reserves the right to adopt guidelines on the inscription of niche door fronts and/or the installation of all lettering or any other approved attachment(s).
4. There shall be no attachments or placements of decorations on the columbarium except as provided for below:
 - (a) Real cut flowers or potted plants in unbreakable containers (other than glass) can be temporarily placed at the base of the columbarium. These items will be routinely picked up and disposed of by Town Staff.

Document 2 – Notice Requirements

In accordance with O. Reg. 30/11 under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33*

Approval of by-laws

151. (1) No cemetery by-law or by-law amendment is effective until,
- (a) the cemetery operator has filed it with the registrar in a form and manner approved by the registrar and has complied with subsection (3); and
 - (b) the registrar has approved it, except if subsection (2) does not require it to have the registrar's approval.
- (2) A by-law or by-law amendment filed by a cemetery operator is not required to have the registrar's approval if,
- (a) it is a standardized by-law previously filed with and approved by the registrar; and
 - (b) the cemetery operator filing the by-law or by-law amendment has provided the registrar with details of the standardized by-law.
- (3) The cemetery operator shall ensure that notice of the filing of the by-law or by-law amendment is,
- (a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - (b) conspicuously posted on a sign at the entrance of the cemetery; and
 - (c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.
- (4) The notice mentioned in subsection (3) shall,
- (a) state the location at which interested persons may review the by-law or by-law amendment and make a copy of it;
 - (b) indicate that the by-law or by-law amendment is not effective until the registrar approves it, except if subsection (2) does not require it to have the registrar's approval; and
 - (c) provide contact information for the registrar and the cemetery operator for purposes of making submissions relating to the by-law or by-law amendment.

(5) The cemetery operator shall make reasonable efforts to ensure that the notice posted under clause (3) (b) remains posted until,

- (a) the time under subsection 152 (4) for appeal from the registrar's refusal to approve has expired, if the by-law or by-law amendment is required to have the registrar's approval and no appeal is brought;
- (b) the Tribunal makes a decision, if the by-law or by-law amendment is required to have the registrar's approval and an appeal is brought under subsection 152 (4); and
- (c) four weeks have expired, if subsection (2) does not require the by-law or by-law amendment to have the registrar's approval.

Alternate Notice

The BAO has authorized the use of the municipal website in place of the newspaper circulation required under Section 151 (3) (a) above in accordance with Section 107.1 of O. Reg. 30/11 under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33*.

Publication of notice

107.1 (1) If this Act or the regulations require that a person give notice by publishing it in a newspaper, the person may give the notice using another method if the person has obtained the approval of the registrar. 2006, c. 34, Sched. D, s. 72.

Other method

(2) The registrar may approve another method for giving the notice if satisfied that the other method is equivalent to publishing the notice in a newspaper. 2006, c. 34, Sched. D, s. 72.



Town of Arnprior Staff Report

Subject: Proclamation for Carbon Monoxide Awareness Week (November 1st to 7th, 2024)

Report Number: 24-10-28-05

Report Author and Position Title: Oliver Jacob, Deputy Clerk

Department: Client Services

Meeting Date: October 28th, 2024

Recommendations:

That Council proclaim November 1st to 7th, 2024 as Carbon Monoxide Awareness 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	Cory Nicholas Deputy Fire Chief
Section 5.2.3 – Name of Proclamation and Duration	Carbon Monoxide Awareness Week November 1st to 7th, 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 – Carbon Monoxide Awareness Week
2. Proclamation Request

Signatures

Reviewed by Department Head:

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

Carbon Monoxide Awareness Week

November 1st to 7th, 2024

Whereas carbon monoxide (CO) is often referred to as the silent killer because it is a colourless, odourless and tasteless gas; and

Whereas CO is the leading cause of accident poisoning deaths in North America; and

Whereas each year, it proves fatal for dozens of Canadians and makes thousands more sick with what they think is the flu; and

Whereas increasing awareness of the importance of having functioning carbon monoxide detectors can help save lives; and

Whereas this November, the Town of Arnprior's Fire Prevention / Protection Office will be increasing public awareness of carbon monoxide hazards at home, school and work, highlighting the simple steps we can all take to avoid personal tragedy;

Therefore I, Lisa McGee, Mayor, do hereby proclaim November 1st to 7th, 2024 as Carbon Monoxide Awareness Week in the Town of Arnprior and urge all residents and visitors to participate in the outreach activities planned by the Fire Prevention / Protection Officers to highlight the simple steps that everyone can take to limit the risks posed by carbon monoxide to themselves and their families.

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 “Carbon Monoxide Awareness Week” proclamation.

This November the Fire Prevention Office of the Arnprior Fire Department will be increasing public awareness of carbon monoxide hazards around us at home, school, and work. The Fire Prevention Office would like to enhance this initiative by asking Town Officials to proclaim the week of November 1st – 7th, 2024 “Carbon Monoxide Awareness Week in the Town of Arnprior”. Campaign resources and outreach activities highlight the simple steps we can all take to avoid personal tragedy. CO is the leading cause of accidental poisoning deaths in North America. Each year it proves fatal for dozens of Canadians, and, makes many more thousands sick with what they think is the flu.

We urge Council to join with us in this important initiative to increase awareness in order to reduce the number of preventable deaths that may occur in our community as a result of carbon monoxide poisoning. A Carbon Monoxide Awareness 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.

Sincerely,

Bob Smith

Captain – Fire Prevention Officer,
Arnprior Fire Department



ARNPRIOR

**Minutes of the Culture and Diversity Advisory Committee Meeting
September 3rd, 2024 at 6:30 PM
Arnprior and District Museum – Community Room**

Committee and Staff Attendance

Committee Members Present:

Chris Couper, Vice Chair
Dan Lynch, County Councillor
Jo Ann Pecaskie, Committee Member

Committee Members Absent:

Michael Bradley, Chair
Leslie Ann Hook, Committee Member
Gaganpal Singh Bhasin, Committee Member
Jennifer McGuire, Committee Member

Town Staff Present:

Emily Stovel, Manager of Culture /
Curator
Kaila Zamojski, Town Clerk
Kaitlyn Wendland, Client Services
Coordinator

1. Call to Order

In accordance with the Procedure By-Law, Vice Chair Chris Couper declared the Culture and Diversity Advisory Committee meeting dated September 3rd, 2024 to be adjourned at 6:45 PM (after fifteen minutes) due to a lack of quorum.



ARNPRIOR

**Minutes of the Accessibility and Age Friendly Advisory Committee Meeting
September 4th, 2024
6:30 PM
Nick Smith Centre**

Committee and Staff Attendance

Committee Members Present:

Tina MacLaren, Chair
Tom Burnette, Councillor
Amanda Deschamps, Committee Member
Dave Furgoch, Committee Member
Amanda Harris, Committee Member
Sarah Tait, Committee Member

Town Staff Present:

Oliver Jacob, Deputy Clerk
Graeme Ivory, Director of Recreation
Kaitlyn Wendland, Client Services
Coordinator

Committee Members Absent:

Lynn Cloutier, Vice Chair

1. Call to Order

Tina MacLaren, Chair, called the meeting to order at 6:34 PM and welcomed those present.

2. Roll Call

The roll was called, with all Members of the Committee being present except Lynn Clouthier.

3. Land Acknowledgment

Tina MacLaren 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 014-24
Moved by Dave Furgoch
Seconded by Sarah Tait

Be It Resolved That the agenda for the Accessibility and Age Friendly Advisory Committee Meeting dated September 4th, 2024 be adopted.

Resolution Carried

5. Disclosure of Pecuniary Interest

None

6. Adoption of Minutes of Previous Meeting(s)

Resolution Number 015-24
Moved by Sarah Tait
Seconded by Amanda Deschamps

Be It Resolved That the minutes for the June 5th, 2024 Accessibility and Age Friendly Advisory Committee meeting be adopted.

Resolution Carried

7. Presentations/ Delegations

None

8. Matters Tabled/ Deferred/ Unfinished Business

None

9. Staff Reports

None

10. New Business

a) Accessibility Tours

Committee Members met on site to perform tours of Town facilities to provide feedback on accessibility of the facilities and amenities within them. The following facilities were toured this evening, with a summary of the suggestions from Committee Members noted.

i. Nick Smith Centre

- The inadequate turning radius in the washrooms should be addressed in future renovations and support was shared for universal washrooms, especially for those with special needs and near spaces like the Nick Smith Centre Community Hall where groups like the Dementia Society of Ottawa and Renfrew County offers programming regularly.

- All emergency exits should be reviewed to ensure that they are accessible (without lips and steps) and that accessible ramps are installed where warranted.
- While the Arena Slab Replacement Project will assist with equipment storage, staff should aim to limit congestion and equipment storage in open areas (like the lobby of the Community Hall), particularly for those who may have visual impairment(s).
- The non-functional water fountain in the Community Hall lobby should be replaced with a water bottle refilling station due to its proximity to the Community Hall and its programming.
- There is a lip on the west side of the front entry doors into the main lobby and the door plate should be altered to ensure a smooth transition to the floor mats.
- There should be a table underneath the battery recycling boxes to ensure that they are at an appropriate level for all users.
- Reflective tape should be added to all sharp corners on countertops at the canteen and serving counters within the main lobby.
- There is a broken pipe in one of the stalls at the female washroom off the main lobby.
- There is a lip around the mat at the old pool entry doors (no longer used) that may cause a tripping hazard. Reflective tape should be added or the floor replaced to reduce this hazard.
- There are small blue concrete raised areas in the changerooms (where lockers may have historically existed). These are tripping hazards for those with low vision and reflective tape should be added to these areas. They may also be considered for the future placement of accessible seats / benches in the changerooms.
- There is a lip between the showers and the pool deck area that does not allow for a zero-degree entry into the pool area.
- The accessible door openers between the showers and changerooms were not functioning.

- A wider bench and/or a bench with a back on it would provide a more accessible options for individuals using the pool changerooms.
- The addition of an accessible mobility aid in the change room showers would be a beneficial addition (similar to the Access Chair at the Robert Simpson Park beach). A portable wheelchair in vinyl material would be easiest for users and staff cleaning.
- The emergency door sign on the eastern side of the pool area is too high and obstructed by the flags hung from the ceiling.
- Reflective tape should be added to all sharp corners on countertops within the pool viewing room.
- Accessible door openers should be added from the pool viewing room into Arena B as well as on all doors within Arenas A and B, including in changerooms and to access emergency / parking exits.
- Identify timelines for accessibility upgrades to Arena B changerooms in the Long Range Capital Forecast (LRCF).

b) Roundtable Discussion

None

11. Adjournment

Resolution Number 016-24

Moved by Sarah Tait

Seconded by Amanda Harris

That the Accessibility and Age Friendly Advisory Committee adjourn at 7:54 PM.

Resolution Carried

The Corporation of the Town of Arnprior

By-law Number 7530-24

Being a By-law to repeal and replace By-Law No. 6369-14 and to implement rules and regulations for Municipal Cemeteries in the Corporation of the Town of Arnprior in accordance with the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 as amended

Whereas the Section 150 of Ontario Regulation No. 30/11 under the *Funeral, Burial and Cremation Services Act, 2002* authorizes cemetery owners to make by-laws governing the operation of their cemeteries and governing the sale of interment rights, rights holder entitlements and restrictions with respect to interment and scattering rights; and,

Whereas under Section 11(1) of the *Municipal Act, 2001*, S.O., 2001 c.25, as amended, a municipality has the authority to provide any service or thing that the municipality considers necessary or desirable for the public; and,

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to adopt certain rules and regulations with respect to Municipal Cemeteries owned and operated by the Town of Arnprior; and,

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

1. **That** the Rules and Regulations attached as Appendix A, and forming a part of this by-law, are hereby adopted as the Cemetery Rules and Regulations By-Law for municipal cemeteries under the care of the Town of Arnprior; and,
2. **Further That** By-Law No. 6369-14 is hereby repealed upon approval of this by-law by the Ministry of Public and Business Service Delivery and Procurement; and,
3. **Further That** this by-law shall come into full force and effect upon the approval of the Ministry of Public and Business Service Delivery and Procurement in accordance with Section 151 of Ontario Regulation No. 30-11 (General) under the *Funeral, Burial and Cremation Services Act, 2002*.

Enacted and Passed this 28th day of October, 2024.

Lisa McGee, Mayor

Oliver Jacob, Deputy Clerk

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



Arnprior Municipal Cemeteries Rules & Regulations

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Section A – Arnprior Municipal Cemeteries

1. Albert Street Cemetery

Ministry file #: 03597
Activity: Active
Legal description: Part of lot 4, Concession 14, Township of McNab, now in the
Town of Arnprior, County of Renfrew
Location: 339 Albert Street
Arnprior, Ontario

2. Malloch Road Cemetery

Ministry file #: 03669
Activity: Active
Legal description: Part of lot 7, Concession B of 13, Township of McNab and
being part of Block L, as shown on a Plan of the Village of
Mansfield as Plan 23, County of Renfrew.
Location: Usborne Street
McNab-Braeside Township

3. Arnprior Proposed / Future Public Cemetery

Ministry file #: 03672
Activity: Inactive
Legal Description: Lot 10, Concession 13, Township of McNab, County of
Renfrew
Location: County Road 1 (Seymour Street)

Section B – Owner / Operator Information

Owner / Operator: Corporation of the Town of Arnprior
105 Elgin Street West
Arnprior, ON
K7S 0A8

Tel.: (613) 623-4231
Fax: (613) 623-8091

Ministry licence #: 3298553

Ministry: Cemeteries Regulation Unit
Ministry of Government and Consumer Services
5775 Yonge Street, Suite 1500
Toronto, ON
M5B 2E5

Tel.: (416) 326-8393 or 1-800-889-9786
Fax: (416) 326-8406

Section C – Definitions and Interpretations

1. “Ashes” refer to human cremated remains.
2. “Burial/Interment/Inurnment” means the opening of a lot and then the placing of human remains, or cremated human remains in that lot, followed by the closing of the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.
3. “By-Laws” means the rules and regulations under which the Cemetery operates as expressed through the Town’s most recent Cemetery Rules and Regulations By-Law.
4. "Care and Maintenance" is a monetary sum paid at the time of purchase and set aside by the Cemetery Owner/Operator in the Care and Maintenance Fund. It is a requirement under the *Funeral, Burial and Cremation Services Act, 2002* that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
5. “Cemetery” means all Arnprior Municipal Cemeteries.
6. “Cemetery Services” means services provided in respect of the interment of human remains or cremated human remains at a cemetery and includes such services as may be prescribed but does not include funeral services.
7. “Certificate of Interment Rights” means the document issued by the Cemetery Owner to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
8. “Clerk” means the Clerk of the Town of Arnprior.
9. “Contract” means the agreement that, all purchasers of interment rights must sign with the cemetery under this by-law, detailing obligations of both parties and acceptance of the cemetery by-laws, the Consumer Information Guide and the Cemetery’s price list.
10. “Corner Posts” means any stone or other landmarks set flush with the surface of the ground and used to indicate the location of a lot or plot.
11. “Columbarium” means a structure designed for the purpose of interring cremated human remains in a sealed niche or compartment.

12. "Crypt" means an individual compartment in a mausoleum for the entombment of human remains.
13. "Interment rights" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.
14. "Lot" (Also known as Grave) means any in-ground burial space intended for the interment of a child, adult or cremated human remains.
15. "Marker" means any permanent memorial structure that is set flush and flush with the ground and used to mark the location of a grave.
16. "Mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of the human remains in sealed crypts or compartments.
17. "Ministry" means the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
18. "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
19. "Niche" means an individual compartment in a columbarium for the entombment of cremated human remains.
20. "Owner" means the owner/operator of the cemetery, the Town of Arnprior.
21. "Plan" means the plan of the cemetery, approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
22. "Plot" for the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.
23. "Resident" means person eligible to vote in the Town of Arnprior municipal elections in accordance with the *Municipal Elections Act*, as amended.
24. "Rights Holder(s)" means the person or persons authorized or entitled to inter human remains in a specified lot. They may be the person named in the Certificate of Interment Rights or such other person to whom the rights have been assigned.
25. "Scattering" means the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery

owner and in keeping with the cemetery's by-laws.

26. "Scattering Grounds" means any designated area within a Cemetery for the scattering, strewing, or commingling of cremated human remains in a common ground.
27. "Supervisor" means the person and/or their designate appointed by the Town to act as caretaker of the cemetery.
28. "Town" means the Corporation of the Town of Arnprior.
29. "Treasurer" means the Treasurer and/or their designate of the Town of Arnprior.
30. "Trust Funds" means those funds in which a trustee may invest, and which are defined in *The Trustee Act, R.S.O. 1990 Ch. T.23*.
31. "Vault" means an outer container that houses a casket when it is buried.
32. "Weekend" or "Holiday" means hours outside or beyond *working hours* from 4:30pm-12:00am and 12:00am-8:30am Monday through Friday and shall include Saturday, Sunday, declared and statutory Holidays.
33. "Working Hours" means regular hours of work from 8:30am-4:30pm Monday through Friday, and shall exclude Saturday, Sunday, declared and statutory holidays.

Section D – Sale and Transfer of Lots

1. Lots may be purchased from the Town of Arnprior according to the plans of the Cemetery approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services.
2. Purchasers of Lots acquire only the right and privilege of burial of the dead and of constructing monuments subject to the rules and regulations as approved. The purchase of interment rights is not a purchase of Real Estate or real property.
3. The Town of Arnprior does not permit the private resale of interment rights to third parties.
4. If a rights holder(s) wishes to re-sell the interment or scattering rights, the rights holder(s) must make the request to the cemetery owner in writing. The cemetery owner will repurchase the interment or scattering rights at the price listed on the cemetery owner's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
5. The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the cemetery owner and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights title and interest back to the cemetery owner. The appropriate paperwork must be completed before the cemetery owner reimburses the rights holder(s).
6. If any portion of the interment or scattering rights has been exercised, the rights holder(s) are not entitled to re-sell the interment or scattering rights unless special authorization is provided by the Town.
7. Payments for lots shall be made at the Municipal Office, 105 Elgin Street, West, Arnprior, ON K7S 0A8.
8. Each purchaser of a lot shall be entitled to a copy of the contract.
9. The contract or certificate of interment rights shall include the following:
 - (a) The name of the interment rights holder.
 - (b) The location and dimensions of the lot to which the interment rights relate.
 - (c) The date on which the interment rights are purchased or transferred.
 - (d) The amount paid by the purchaser for the interment rights.
 - (e) The amount deposited into the Care and Maintenance Fund for the interment rights.

- (f) A statement that, if the purchaser transfers the interment right, the certificate cannot be transferred but must be returned to the owner who will issue a new certificate to the transferee.
 - (g) Shall be subject to the existing regulation or such regulations as may from time to time be determined upon by the Town and approved by the Cemetery Regulation Unit, Ministry of Government and Consumer Services, as if embodied therein in full.
9. It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an interment right,
- (a) The purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights to the owner; and
 - (b) The owner shall issue a new certificate of interment rights to the transferee.
10. It is a requirement under the *Funeral, Burial and Cremation Services Act, 2002* that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
11. Lots shall be sold hereafter covered by a rate for Care & Maintenance set forth in the Cemetery price list.
12. Lots previously sold, for which provision for Care & Maintenance has not been made, may be placed under this plan by the payment of the charges set forth in the Cemetery price list.
13. As provided in the *Funeral, Burial and Cremation Services Act, 2002*, if interment rights or scattering rights are sold and are not exercised within 20 years of the date of sale, the cemetery owner may, after the 20 years has elapsed, apply to the Registrar for a declaration that the rights are abandoned.
14. Any persons whose interment rights or scattering rights have been declared abandoned may apply to the Registrar for redress.

The maximum number of lots, including earth or cremation graves that may be purchased by an individual, company, or corporation shall be six (6). Should a purchaser require more than six (6) graves, a written request justifying the additional purchases must be submitted for consideration and approval by the Town.

15. Standard Number of Burials (by type)

Subject to onsite conditions, the standard capacities of each burial location available for purchase is as follows:

Burial Location Type	Earth Burials (Caskets)	Cremation Burials
Earth Burial Lot (3' x 10')	One (1) (if buried before cremation burials)	Six (6)
Cremation Lot (3' x 3')	Zero (0)	Two (2)
Niche	Zero (0)	Two (2)

- 16. Notwithstanding Section 15, the Town reserves the right to determine the number of burials that may be made in any burial location resulting from the limitations imposed on the lot by existing burials including those caused by the use of oversized outer shells / vaults and/or monument installations.
- 17. The Town may adopt varied fees for resident and non-resident purchasers as outlined in the Cemetery Price List.
 - a. The Town reserves the authority to determine the residency of potential purchasers and the applicable fees at the time of plot purchase.
 - b. Residents may not purchase cemetery lots on behalf of someone else who is not a resident for the purpose of circumventing the non-resident fees as established by the Town.
 - c. For at-need lot purchases, the residency of the deceased shall be used to determine the applicable fees if the purchaser does not intend to be interred in the lot that they are purchasing.

Section E – Interments and Disinterments

1. A Burial permit issued by the Division Registrar or an equivalent document (i.e. Certificate of Cremation / Aquamation), showing that the death has been properly registered with the province, must be deposited with the Town before the interment can take place.

2. Notice for Interments

a) Summer Interments (May 1st to November 14th)

Interments are permitted Monday to Saturday between the hours of 8:30 AM to 3:00 PM (with 3:00 PM as the latest booking time available). Burials on Sundays are not permitted. At least two (2) business days' notice is required.

b) Winter Interments (November 15th to April 30th)

Interments are permitted Monday to Friday between the hours of 8:30 AM and 2:00 PM (with 2:00 PM as the latest booking time available). Burials on Saturdays and Sundays are not permitted during the winter months. At least three (3) business days' notice is required.

The Town cannot be responsible for having graves prepared unless appropriate notice is given as identified above and authorization to proceed has been provided by the Town. All interments are subject to workforce availability and inclement weather as determined by the Town.

3. The Supervisor, their designate and/or someone in the employ of the Town shall be in attendance at each interment.
4. In each case of burial/interment/inurnment, the requestor shall provide the following details to secure the interment booking and ensure an accurate register may be kept:
 - a) Full Name of Deceased
 - b) Deceased's Date of Birth
 - c) Deceased's Date of Death
 - d) Date and Time of Proposed Interment
 - e) Location of Interment (Section, Plot, Grave)
 - f) Type of Burial (i.e. Earth Burial, Cremation, Niche, Scattering)
 - g) Kind, length and width of outside case (i.e. casket, urn, outer shell, etc.)
 - h) Name of Individual Authorizing the Burial
 - i) Name of Funeral Director (where applicable)
 - j) Name and Address of Payor

The location of the grave to be opened shall be accurately designated by a diagram. Precise and proper instruction in writing shall be given regarding the location of every burial, as the Town cannot be held responsible for any errors resulting from wrongful or lack of specific information.

5. Where orders for interments are given by telephone, the Town will not be responsible for any errors or misunderstandings that may arise, and such verbal orders shall be confirmed in writing prior to the interment.
6. Persons ordering graves shall be held responsible for charges incurred.
7. No interment shall be made without the written authorization of the rights holder(s) of the lot or their legal representative. Orders from funeral directors shall be construed as orders from the family.
8. Bodies of any of the lower animals shall not be buried in any grave in the Cemetery.
9. When a lot is held jointly by two or more persons, an order must be accepted by all of them, or their authorized representatives, for interment in such part of the lot as may be requested.
10. No grave or vault shall be opened for interment or disinterment by any person not in the employment of the Town, except under special circumstances, and by permission of the Town.
11. Double interments are permitted with the consent of the Town and only where the ground is conducive to the depth required, and no interments are located on either side at a lesser depth. However, confirmation can only be given after the opening.
12. Scattering of cremated remains in cemeteries of the Town of Arnprior will only be permitted in a designated area. Only scattering rights holder(s) may scatter cremated remains in the designated area within the cemetery. Once scattered, cremated human remains cannot be retrieved.
13. No disinterment shall be made without the written consent of the Local Medical Officer of Health, and the rights holder(s) of the lot, except under an order of the court, as provided in the *Funeral, Burial and Cremation Services Act, 2002*. A certificate from the local medical officer of health is not required for the removal of cremated remains.
14. Interment fees shall be charged as set forth in the Cemetery price list.

15. The setting up and removal of artificial grass, tents, lowering devices and other interment accessories at the grave site are the responsibility of the funeral director.
16. Funeral corteges within the Cemetery shall follow the route indicated by the Supervisor.
17. No interments shall be permitted in any lot against which charges are due and unpaid.
18. Vaults or grave liners are not mandatory, unless ordered by the Medical Officer of Health.
19. At the discretion of the Town, administrative charges may be applied for late arrivals and additional interments (more than one burial at the same time) as outlined in the Cemetery Price List.
20. Funeral directors shall only direct inquiries and requests through designation Town Administration Staff and/or Supervisor.

Section F – General Regulations

1. Where provision has been made for Care & Maintenance, the Town undertakes regular grass cutting, trimming, proper grading and seeding, or removal of trees and shrubs as necessary.
2. The Town of Arnprior assumes no responsibility for missing or damaged vases, flowers, wreaths or other items placed in the cemetery, including removal or disposal of real cut flowers or potted plants.
3. Rubbish shall not be thrown out on roads, walks or any part of the grounds.
4. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Supervisor shall remove the same.
5. The Town shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.
6. Feedback from lot owners or visitors should be made to the designated Town Administrative Staff. You are able to request a meeting with the Town and/or Supervisor for any problem relating to your lot(s).
7. Dogs must be kept on a leash, and the dog owner shall be responsible for cleaning up after their animals.
8. Cemetery gates may be closed and locked at the Municipality's discretion without prior notice of closure of said gates.
9. **Permitted:**
 - (a) Ornamental dwarf evergreen shrubs are allowed on all lots of two (2) graves or more with monuments. They must be in line with the monument and be of reasonable size and shape, not more than four feet high, and not to interfere with plots on either side. Before purchasing shrubs, it is advisable to consult the Town for suggestions about type and size.

The Town may trim and/or remove any trees or shrubs that are in any way detrimental to lots, drains, road, or walks or prejudicial to the general appearance of the grounds or inconvenient to the public. The Town will not replace any trees or shrubs that have been damaged or removed. The Town will not provide payment for the purchase of, or services related to planting, trimming, removal, care and maintenance, for any trees or shrubs that have been damaged or removed.

- (b) Flowerbeds are only permitted on plots with a monument with the beds being no wider than eight (8) inches out from the front of the monument. The exception being the cremation section, where no beds are allowed. Prohibited plants include thorny plants (including, but not limited to, roses, hawthorns and Russian olive) and noxious/invasive species (as identified by the Ontario Ministry of Natural Resources).

Real cut flowers or potted plants in unbreakable containers (other than glass) can be placed on the turf area of graves anytime, but they are routinely picked up and disposed of by Town Staff.

Vases, urns and flower stands not properly cared for and such as are not filled with plants by the twentieth of June in any year shall be removed from the lot.

10. **Not Permitted:**

- (a) No person shall erect, plant or maintain borders, fences, railings, walls, trellises or arches, chairs or benches, cut-stone copings, or hedges in or around any plot. They are prohibited and will be removed.
- (b) Articles made of hazardous materials such as non-heat-resistant glass, ceramics, corrosive metals, or sharp objects are prohibited and will be removed.
- (c) No person shall plant any woody or flowering ornamentals without the consent and supervision of the Supervisor.
- (d) No person shall do any work upon a burial lot without the permission of the Supervisor.
- (e) Picking or cutting of flowers, wild or cultivated, is strictly forbidden.
- (f) No picnic party or camping will be permitted on the grounds.

Section G – Monument and Markers

1. For the purpose of these regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
2. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
3. All foundations for monuments and markers at the head of a grave shall be built by the monument dealers. The foundation of a monument or marker must be five feet in depth and three inches larger on all sides than the base of the monument. The quality of materials used for foundations are subject to approval by the Supervisor.
4. The Town reserves the right to determine the maximum size of monuments and their location on each lot with the following guidelines:
 - (a) The standard dimensions of a monument are as follows:

Size of Plot	Maximum Monument Width (including base)	Maximum Monument Thickness	Minimum Monument Thickness
One Earth Burial Plot (3' x 10')	30"	10"	6"
Two Earth Burial Plots (6' x 10')	66"	10"	6"
Three Earth Burial Plots (9' x 10')	102"	10"	6"
Four Earth Burial Plots (12' x 10')	138"	10"	6"

4. No more than one monument shall be erected on any one lot, and this must be placed in the space reserved for it unless special permission is given by the Town for placing it otherwise.
5. All markers, monuments, mausoleums or tombs shall be constructed of bronze or natural stone (i.e. granite). The bottom bed of all bases and markers shall be cut level and true.

6. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery.
7. No lettering shall be permitted on the side of the monument facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot, save and except surnames only may be inscribed on the back of the monuments. Images and symbols without lettering may be permitted on the back of the monument subject to approval by the Town.
8. One marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument.
9. Markers or foot stones of bronze or granite are permitted but must not exceed twenty-four by eighteen inches with a depth of three to five inches. The upper surface must be flat with no projections and shall be set level with the ground surface. All markers shall be set by monument dealers, at the expense of the rights holder(s).
10. Rights holder(s) may, on the receipt of their contract and at their own expense, have bronze or stone markers (corner markers) between six and seven inches square and not less than six inches deep placed at the corners of the lot, or lots conveyed to him, to be planted flush with the ground.
11. When any monument, gravestone or memorial of any kind is to be removed, or any inscription made or cleaning done, permission shall be made in writing by the rights holder(s) of the lot with a description of the work proposed.
12. Monuments are placed in the cemetery at the rights holder(s) risk, and the Town of Arnprior assumes no responsibility for damage or loss due to vandalism.
13. The Town of Arnprior is only responsible for maintaining the foundation (if applicable) and keeping the monument or marker in a straight and level condition.
14. The marking of graves with a permanent monument is completely optional and the timing of such arrangement is discretionary excepting the following guidelines.
 - (a) The installation of flat markers and the foundations for upright monuments are completed on a seasonal basis from approximately May 1st until September 30th as determined by the Supervisor.
 - (b) Applications for monuments and flat marker installations can be

made at any time through a monument dealer. Monument dealers must provide a copy of their monument contract signed by the rights holder as well as a detailed sketch showing all dimensions and the proposed location along with payment for the installation fees associated with the monument placement (including staking fees and monument care and maintenance contributions). A list of monument dealers may be provided at the Municipal Office, 105 Elgin Street West, Arnprior, ON K7S 0A8.

- (c) If it is found that the foundation of any monument has not been placed in accordance with the “Rules and Regulations for Arnprior Municipal Cemeteries”, the Town will not assume responsibility for maintaining the foundation or keeping the monument or marker in a straight and level condition.
15. Upright monuments will be allowed in all areas of the cemetery with the exception of the cremation section which is reserved for the interment of cremated remains. A flat marker will only be allowed to mark those plots.
 16. The Town of Arnprior is responsible for ensuring the cemetery grounds, including all lots, structures and markers, are maintained to ensure the safety of the public and to preserve the dignity of the cemetery.
 17. No monuments shall be erected on Saturdays, Sundays, declared or statutory holidays unless permission in writing has been granted by the Supervisor.
 18. Should any monument or marker present a risk to public safety because it has become unstable, the Supervisor may repair, reset, lay down the monument or marker or any other remedy to remove the risk.

Section H – Rules for Monument Dealers and Contractors

1. Every contractor employed to do any work in the Cemetery shall first present a work order to the Town signed by the rights holder(s) or their representative, requesting permission to employ such contractor to do the work herein specified. This application shall designate the section and lot.
2. The demeanor and behaviour of all individuals employed by others in the Cemetery shall be subject to the control of the Supervisor.
3. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from injury.
4. All Monument dealers and contractors working in the cemetery shall cease work if in the immediate vicinity of a funeral until the conclusion of the service.
5. All work must be done during regular cemetery hours, unless by special permission of the Town.
6. Heavy loads shall not be permitted in the cemetery when the roads are in poor condition.
7. No monumental work shall be delivered at the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
8. All implements and materials used in the performance of any work shall be placed where the Supervisor may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Supervisor may order. Otherwise, the obstructions will be removed, and the expense charged to the rights holder(s) of the lot.
10. Any monument dealer or contractor who damages any lot, tombstone, monument or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury, and in addition thereto, their employer shall be liable, therefore.
11. Before a monument is approved for placement, the applicant must submit to the Town a written request for a monument location. The request must indicate the rights holder(s), and the position of the monument on the plot. A location will only be made after the care and maintenance for such monument has been paid for.
12. Monument companies and their staff/contractors shall only direct inquiries and requests through Town Administration Staff and/or Supervisor.

Section I – Columbaria Inscription and Memorialization

1. Only the Supervisor or their designate may open and seal niches for interments. This applies to the inside sealer and the niche front.
2. No person, other than Town staff, shall remove or alter niche fronts.
3. To ensure quality control, desired uniformity and standard of workmanship, the Town reserves the right to adopt guidelines on the inscription of niche door fronts and/or the installation of all lettering or any other approved attachment(s).
4. There shall be no attachments or placements of decorations on the columbarium except as provided for below:
 - (a) Real cut flowers or potted plants in unbreakable containers (other than glass) can be temporarily placed at the base of the columbarium. These items will be routinely picked up and disposed of by Town Staff.

**Corporation of the
Town of Arnprior**

By-Law # 7531-24

A By-Law Respecting Parkland Conveyance or Cash-in-Lieu of Parkland Conveyance.

Whereas sections 42, 51.1 and 53(13) of the *Planning Act*, as amended, authorize local municipalities to pass by-laws requiring that land or cash-in-lieu thereof be conveyed to the local municipality as a condition of development or redevelopment of land, the subdivision of land, or the granting of provisional consent over land; and

Whereas the Council of the Corporation of the Town of Arnprior has adopted policies within its Official Plan pertaining to the conveyance of land or cash-in-lieu thereof to the Town as a condition of development, redevelopment, the subdivision of land, or the granting of provisional consent over land under the *Planning Act*, as amended; and

Whereas Council for the Corporation of the Town of Arnprior deems it necessary and expedient to enact a by-law to provide for the provision of lands for park or other public recreational purposes;

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

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1. Title, scope and intent

- 1.1 This by-law shall be known and cited as the “Town of Arnprior Parkland Conveyance By-law”.
- 1.2 This by-law shall apply to all lands within the geographic boundary of the Town of Arnprior.
- 1.3 The intent of this by-law is to enable the Town of Arnprior to provide land for public parks or other public recreation purposes. The Town is permitted to require the conveyance of parkland or cash-in-lieu of parkland as a condition of development or redevelopment, subdivision of land, or the granting of provisional consent as regulated under the *Planning Act*. Land conveyed to the Town under this by-law shall be used for parkland or other public recreation purposes, subject to the policies of the Official Plan.

2. Definitions

- 2.1 For the purposes of interpretation of this by-law, the following definitions shall apply:
 - a) Additional dwelling unit: a self-contained residential use with kitchen and bathroom facilities that are within or accessory to a permitted single detached, semi-detached, or townhouse dwelling.
 - b) Affordable residential unit: as defined in subsection 4.1 (1) of the *Development Charges Act, 1997*.
 - c) Attainable residential unit: as defined in subsection 4.1 (1) of the *Development Charges Act, 1997*.
 - d) Cash-in-lieu: a payment of money for park or other public recreational purposes which is collected in lieu of a conveyance of land which would otherwise be required to be conveyed pursuant to the parkland provisions of the *Planning Act*.
 - e) Convey: to deed or transfer land for park or other public recreational purposes.
 - f) Development: means the creation of a new lot, a change in land use, or the construction of buildings and structures requiring approval under the *Planning Act* but does not include activities that create or maintain infrastructure authorized under an environmental assessment process or works subject to the *Drainage Act*.
 - g) Dwelling unit: means a unit that consists of a self-contained set of rooms located in a building or structure, that is used or intended for use as residential premises and contains kitchen and bathroom facilities that are intended for the use of the unit only.
 - h) Gross floor area: the aggregate of the areas of each floor of a building or structure above or below established grade, measured between the exterior faces of the exterior walls of the building or structure, or where there are common walls between uses or buildings or structures; measured to the center-line of a common wall.

- i) Gross land area: the land area of the entire development or redevelopment site, including the parcel of land which is to be dedicated for park purposes, including any easements, roadways and stormwater management facilities etc.
- j) Market appraisal: a written opinion of fair market value of one or more parcels of land supported by presentation and analysis of relevant data by a certified accredited appraiser.
- k) Market value: the monetary price a property should bring in a competitive and open market, as of the specified date, under all conditions, requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming price is not affected by undue stimulus.
- l) Mixed use: the physical integration of residential and commercial, industrial or others uses within a building or structure or separate buildings or structures on the lands proposed for development or redevelopment.
- m) Non-profit housing development: means the development of a building or structure intended for use as a residential premises and developed by, a corporation to which the *Not-for-Profit Corporations Act, 2010* applies, that is in good standing under that Act and whose primary object is to provide housing, a corporation without share capital to which the *Canada Not-for-profit Corporations Act* applies, that is in good standing under that Act and whose primary object is to provide housing, or a non-profit housing co-operative that is in good standing under the *Co-operative Corporations Act*.
- n) Official Plan: the Official Plan of the Corporation of the Town of Arnprior in effect at the time.
- o) Parkland: land consisting largely of open space which may include a recreational area, playground, playfield or similar use and may also include accessory buildings or structures such as a maintenance building, washroom or canteen.
- p) Planning Act: the *Ontario Planning Act, R.S.O. 1990* as amended or replaced
- q) Redevelopment: means the creation of new units, uses or lots on previously developed land in existing communities, including brownfield sites.
- r) Town: the Corporation of the Town of Arnprior.

3. Interpretation

- 3.1 Unless otherwise defined, the words and phrases used in this by-law have their normal and ordinary meaning.
- 3.2 This by-law is gender neutral and, accordingly, any reference to one gender includes the other.
- 3.3 Words in the singular include the plural and words in the plural include the singular.
- 3.4 Headings and the table of contents are inserted for convenience of reference purposes only, form no part of this by-law and shall not affect in any way the meaning or interpretation of the provisions of this by-law.

4. Parkland Conveyance Rates

4.1 As a condition of consent, development or redevelopment, subdivision of land, or the granting of provisional consent, the Town shall require that land be conveyed to the Town for park purposes as follows:

Commercial and Industrial uses

4.2 Where land is developed, redeveloped, subdivided, or granted provisional consent for commercial or industrial use, parkland conveyance shall be at the rate of 2% of the gross land area.

Residential uses and all other discrete uses

4.3 Where land is developed, redeveloped, subdivided, or granted provisional consent for residential or all other uses, excluding commercial and industrial, parkland conveyance shall be at the rate of 5% of the gross land area.

4.4 Where land is developed, redeveloped, subdivided, or granted provisional consent and includes affordable or attainable residential units, parkland conveyance shall not exceed 5% of the land multiplied by the ratio of A to B where, "A" is the number of residential units that are part of the development or redevelopment but are not affordable residential units, attainable residential units or a non-profit, and "B" is the number of residential units that are part of the development or redevelopment.

Mixed uses

4.5 When land is developed, redeveloped, subdivided, or granted provisional consent for mixed uses, the land to be conveyed shall be as follows:

- a) For mixed uses on a site, the land to be conveyed shall be the sum of the requirements proportionate to the gross land area allocated to each use at the rates set out in 4.1, 4.2, 4.3, 4.4 and 5.1.
- b) For mixed uses within a building, the land to be conveyed shall be the sum of the requirements proportionate to the gross floor area allocated to each use at the rates set out in 4.1, 4.2, 4.3, 4.4 and 5.1.

5. Exemptions

5.1 This by-law shall not apply to land that is developed, redeveloped, subdivided, or granted provisional consent for any of the following:

- a) A building that was accidentally damaged or demolished and where:
 - i. The building is repaired or replaced and re-occupied before the expiry of two years; and
 - ii. The building continues to be used for the same purpose after it is repaired or rebuilt;
 - iii. There is no increase in the number of dwelling units or gross floor area;

- b) An addition or alteration to an existing residential dwelling that does not result in an increase in dwelling units;
- c) A non-profit housing development;
- d) Affordable residential units;
- e) Attainable residential units;
- f) Additional dwelling units;
- g) A place of worship;
- h) A cemetery;
- i) A municipal or other government use;
- j) An accessory dwelling unit;
- k) A home based business;
- l) An addition or alteration to an existing non-residential use building that does not require site plan control approval as per the *Planning Act* or the Site Plan Control By-law; or
- m) A temporary use for which approval has been granted under section 39 of the *Planning Act*.

5.2 Where only part of the land that is developed, redeveloped, subdivided, or granted provisional consent is subject to provision 5.1, the parkland to be conveyed shall be the amount of land that may be required to be conveyed under section 4 for the use(s) which are not exempt.

6. Land suitable for parkland conveyance

6.1 The Town of Arnprior shall accept land for passive and active parkland and other public recreation purposes. These lands conveyed to the Town shall be in a location and in a physical condition satisfactory to the Town. Any land parcel configuration, size or location that is constrained or deemed undesirable, as determined by the Town, shall not be acceptable as parkland conveyance. Factors that will be considered in determining suitability for conveyance include, but are not limited to the following:

- a) Open frontage on a public road which provides visibility and accessibility;
- b) Adequate size and configuration to accommodate park amenities such as sports fields, playgrounds, and programmable open space as required;
- c) In a physical state, including lot grading and drainage, to accommodate park amenities such as sports fields, playgrounds, and programmable open space as required;
- d) Abutting complementary land uses;
- e) Consistent with the Official Plan policies for the area and for parks and leisure areas;
- f) Consistent with the Recreation and Parks Master Plan;
- g) Consistent with the Waterfront Master Plan
- h) Connectivity to the existing trail system, where possible;
- i) Pedestrian and cyclist access;
- j) Opportunities to co-locate with schools;
- k) Equitable distribution within the community;

- l) Connectivity to existing and planned parks and open spaces.

7. Lands not suitable for parkland conveyance

7.1 The Town shall not accept lands to fulfill parkland conveyance requirements which are/have:

- a) Hazardous or floodplain;
- b) Steep or unstable slopes;
- c) Unsuitable or unstable soil conditions for intended recreation facilities;
- d) Utility right-of-way's or easements;
- e) Containing an easement, encumbrance or right-of-use that limits or restricts the Town's use of the land;
- f) Stormwater management facilities and adjacent land required for maintenance requirements;
- g) Provincial or locally significant wetlands;
- h) Environmental Protection Areas as designated in the Official Plan;
- i) Required setbacks and buffer lands from wetlands and watercourses;
- j) Roadways or walkways being conveyed for non-parkland purposes; and
- k) Lands that are deemed to be contaminated.

8. Cash-in-lieu of parkland conveyance

8.1 The Town may, in the following circumstances require the payment of cash-in-lieu of accepting a conveyance of land:

- a) Where there is no land that is either usable or functional on the site for parkland or recreational purposes;
- b) Where the conveyance of parkland from the site would reduce the number of dwelling units or the floor space of the development or redevelopment to the extent that the development or redevelopment is unfeasible;
- c) Where the development or redevelopment is located within the Employment Lands designation in the Official Plan;
- d) Where the Town has identified land in a more appropriate or accessible location and that has been or is to be acquired by the Town; or
- e) Where the area being developed or redeveloped is already well served with parkland.

8.2 The decision whether to require a conveyance of land, payment of cash-in-lieu of accepting a conveyance, or combination therein, will be made by the Manager of Community Services and the Director of Recreation at the time when parkland conveyance or cash-in-lieu is to be determined as per section 9.

8.3 Where cash-in-lieu of parkland is required, the Town shall require that the payment be in the amount of the market value of the land otherwise to be conveyed as per section 4 of this by-law.

8.4 All money received by the Town through payments of cash-in-lieu of parkland shall be paid into the Parkland Development Reserve Fund.

9. When the conveyance or cash-in-lieu is determined

9.1 The amount of land or payment in lieu required to be provided is the amount of land or payment in lieu that would be determined under the by-law on:

Development or Redevelopment

- a) The day an application for site plan control for development or redevelopment was made;
- b) The day an application for a zoning by-law amendment application was made, if no site plan control approval is required;
- c) The day a building permit was issued in respect of the development or redevelopment if no site plan control approval or zoning by-law amendment is required, or if more than 2 years have elapsed since the application referred to in 9.1 a) or b).
- d) If 9.1 a) and b) do not apply, and more than one building permit is required for the development or redevelopment, the day the first permit was issued.

Consent

- e) The day before provisional consent is given for a consent application.

Subdivision

- f) The day before approval of the draft plan of subdivision.

9.2 If a development was the subject of more than one application referred to in clause 9.1 (a) or (b), the later one is deemed to be the applicable application.

9.3 Where cash-in-lieu of Parkland is required, the value of the land shall be determined by:

- a) A market appraisal or a letter of opinion from a certified appraiser reviewed and accepted by the Manager of Community Services; or
- b) The most recent land sale record of the subject property, no more than 12 months prior to the date of the agreement, reviewed and accepted by the Manager of Community Services; provided the sale was at market value and there has been no change that may impact the land value, including but not limited to changes in the zoning, Official Plan designation or severance.

10. Credits for previous conveyances

10.1 Notwithstanding section 4 and section 8 of this by-law, where it is known or can be demonstrated that land has been conveyed or is required to be conveyed to the Town for park or other public recreation purposes or cash-in-lieu has been received by the Town or is owing to it pursuant to a condition imposed in accordance with the *Planning Act*, no additional conveyance or payment will be required in respect of subsequent development or redevelopment, subdivision or granting of provisional consent unless land originally proposed for commercial or industrial purposes is now proposed for development or redevelopment for other purposes.

10.2 Where 10.1 applies and land originally proposed for commercial or industrial purposes is now proposed for development or redevelopment for other purposes, land or cash-in-lieu required to be conveyed or paid to the Town for park or other public recreation purposes pursuant to section 4 and section 8 of this by-law shall be reduced by the amount of land or cash-in-lieu previously received by or owing to the Town in accordance with the *Planning Act*

11 Timing of parkland conveyance or of cash-in-lieu payment

11.1 Where land is required to be conveyed to the Town in accordance with section 4 of this by-law, the lands shall be conveyed as follows:

- a) In the case of development or redevelopment to be approved pursuant to section 51.1 Plan of Subdivision Approval of the *Planning Act*, the Town may require the conveyance of land as a condition of approval, and said lands shall be conveyed to the Town either prior to or upon registration of the plan, or as may be otherwise agreed upon in the subdivision agreement,
- b) In the case of development or redevelopment to be approved pursuant to sections 53 Consents of the *Planning Act*, the Town may require the conveyance of land as a condition of approval, and said lands shall be conveyed to the Town prior to clearing the conditions for the consent, as determined by the Town;
- c) In the case of development or redevelopment where land has not been conveyed or has not been required pursuant to sections 51.1 or 53 of the *Planning Act*, the Town shall require the conveyance of land as a condition of development or redevelopment prior to building permit issuance in accordance with section 41 Site Plan Control Area of the *Planning Act*.

11.2 Where cash-in-lieu of parkland is required to be paid to the Town in accordance with section 8 of this by-law, the payment shall be made as follows:

- a) For development or redevelopment where the Town has required the payment of cash-in-lieu of parkland as a condition of an approval or consent, pursuant to sections 51.1 or 53 of the *Planning Act*, the cash-in-lieu payment shall be paid prior to plan registration or the consent being given;
- b) For development or redevelopment approved pursuant to section 41 of the *Planning Act*, where cash-in-lieu has not been required pursuant to sections 51.1 or 53 of the *Planning Act*, the cash-in-lieu payment shall be paid prior to issuance of the first building permit in respect of the development or redevelopment as per section 42 (6.1) of the *Planning Act*.

12 Disputes

12.1 In the event of a dispute between the Town and the applicant on the location or value of land, the applicant may apply to the Ontario Land Tribunal in accordance with the *Planning Act*.

12.2 If there is a dispute between the Town and the owner on the value of land the applicant may pay the amount required under protest and make an application

to the Ontario Land Tribunal in accordance with the *Planning Act*.

13 Use of cash-in-lieu of parkland funds

- 13.1 All money received by the municipality as a requirement under section 8 and all money received on the sale of any land required to be conveyed under section 4, less any amount spent by the municipality out of its general funds in respect of the land, shall be paid into a special account referred to as the Parkland Development Reserve Fund.
- 13.2 All money received as a requirement under section 8 may be spent, allocated, and invested as per section 42(15) and 42(16) of the *Planning Act*.
- 13.3 Financial statements related to the Parkland Development Reserve Fund shall be prepared and provided to Council as per Section 42(17) of the *Planning Act* and O.Reg 509/20.

14 Validity and severability

- 14.1 Every provision of this by-law is severable and if any provisions of this by-law should, for any reason, be declared invalid by any court, it is the intention and desire of Council that the remaining provisions shall remain in full force and effect.
- 14.2 Where a provision of this by-law conflicts with the provision of another by-law in force within the Town of Arnprior, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

15 Liability

- 15.1 This by-law is not to be construed at any time in such fashion as to hold the Town of Arnprior or its officers liable for failing to ensure that persons comply with the provisions of this by-law.

16 Repeal

- 16.1 That any by-law or section of by-law being a by-law to establish a procedure for requiring conveyance of land to the municipality for park purposes or requiring payment of money in lieu of, previously approved be hereby repealed as of the day on which this by-law comes into force and effect.

17 Enactment

- 17.1 That this by-law shall come into force and effect upon final reading thereof.

Enacted and passed this 28th day of October, 2024

Lisa McGee, Mayor

Oliver Jacob, Deputy Clerk

The Corporation of the Town of Arnprior

By-law Number 7532-24

A by-law to appoint a new Council Member to the Arnprior Airport Commission for the remainder of the 2022-2026 term of Council.

Whereas under Section 8 of the Municipal Act, 2001, S.O., 2001 c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas Council of the Corporation of the Town of Arnprior deems it expedient to appoint members to the Arnprior Airport Commission; and

Whereas Council at their meeting held on October 15, 2024 provided direction to prepare an appointment by-law.

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

1. **That** County Councillor Dan Lynch replace Councillor Billy Denault and be hereby appointed to the Arnprior Airport Commission for the remainder of the 2022-2026 term of Council, and if eligible for reappointment, until such time as a successor is appointed; and
2. **That** all by-laws and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

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

Enacted and passed this 28th day of October, 2024.

Signatures:

Lisa McGee, Mayor

Oliver Jacob, Deputy Clerk

The Corporation of the Town of Arnprior

By-law Number 7533-24

A by-law to authorize the execution of a Brownfield Assistance Agreement between the Corporation of the Town of Arnprior and OVD Inc for 12 Thomas Street as contemplated by Community Improvement Plan (CIP) Brownfield Remediation Tax Assistance Program (BRTAP).

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

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

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

Whereas Council approved a Brownfield Remediation Tax Assistance Program (BRTAP) application submitted by OVD Inc. for rehabilitation assistance under the Community Improvement Plan for 12 Thomas Street; and

Whereas Council submitted a request to the County of Renfrew for their participation in the BRTAP program with respect to county property taxes however the County of Renfrew declined their participation in the program;

Whereas the Council of the Town of Arnprior deems it expedient to enter into a Brownfield Assistance agreement with OVD Inc.

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

1. **That** authority is hereby granted for the Mayor and Clerk to execute the necessary agreement, attached as "Appendix A", with for funding under the Community Improvement Plan (CIP) for 12 Thomas Street.
2. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 28th day of October, 2024.

Signatures:

Lisa McGee, Mayor

Oliver Jacob, Deputy Clerk

TOWN OF ARNPRIOR
BROWNFIELDS ASSISTANCE AGREEMENT

THIS BROWNFIELDS ASSISTANCE AGREEMENT is made at the Town of Arnprior this 28th day of October, 2024.

BETWEEN:

TOWN OF ARNPRIOR

(hereinafter referred to as the “**Town**”)

-and-

ARNPRIOR OVD INC

(hereinafter referred to as the “**Owner**”)

RECITALS:

WHEREAS:

- A.** The Town has adopted the CIP (as defined below) pursuant to the community improvement provisions of the *Planning Act* (Ontario), as amended;
- B.** The Owner is the registered Owner of land municipally known as 12 Thomas Street and described in Schedule “A” of this Agreement (hereinafter referred to as the “**Lands**”);
- C.** The Owner is remediating the Lands and constructing three (3) residential apartment buildings upon the Lands totaling approximately 140 units as shown on the concept plan attached as Schedule “E” to this Agreement (the “**Project**”) with each building to be completed in a separate phase (each a “**Phase**”);
- D.** Pursuant to the Owner’s Brownfields Remediation Tax Assistance Program (BRTAP) Application, the Owner applied to the Town for Brownfields Assistance (as defined below) as provided for in the CIP and the Town has approved the Owner’s application on certain conditions; and
- E.** As a condition of approval for Brownfields Assistance under the CIP, the Owner is required by the Town to enter into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of:

- i. The covenants and agreements to be observed, fulfilled and performed pursuant to this Agreement; and

- ii. the conditional approval by the Town of the Brownfields Assistance Application, subject to and in accordance with the terms and conditions hereinafter recorded in this Agreement;

the parties do hereby covenant and agree as follows:

DEFINITIONS:

1. In this Agreement the following terms shall have the following meanings:

- (a) **“Agreement”** shall mean this Brownfields Assistance Agreement and all instruments supplemental hereto or any amendment or confirmation hereof; **“herein”**, **“hereof”**, **“hereto”**, **“hereunder”** and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other subdivision; **“Article”**, **“Section”**, **“Subsection”** or other subdivision of this Agreement means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement;
- (b) **“Annual Grant Payment”** means the annual portion of the Grant to be paid by the Town to the Owner calculated based on the then applicable Tax Increment, with the dollar amount of such annual portion being equal to the amount that is the product of the then current Tax Increment multiplied by 0.75.
- (c) **“Annual Reporting Certificate”** means a statutory declaration of an officer of the Owner addressed to the Town in the form attached hereto as 36.Schedule “F”;
- (d) **“Brownfields Assistance”** means the Province of Ontario’s Brownfields Financial Tax Incentive Program where the Government of Ontario may authorize municipal property tax assistance to help offset remediation costs a property owner incurs when cleaning eligible brownfield properties;
- (e) **“Brownfields Assistance Application”** means the application submitted by the Owner to the Town in respect of its request for Brownfields Assistance for the Project as contemplated by the CIP;
- (f) **“CIP”** means the Community Improvement Plan approved by Town of Arnprior Council on March 22, 2022 and adopted by By-law No. 7275-22, as amended;
- (g) **“Claims”** means any and all claims, causes of action, actions, lawsuits, demands, proceedings, charges, losses, damages, liabilities, deficiencies, obligations, debt, fine, penalty, judgment, order, interest, payment, costs and expenses (including legal, expert and consultant fees), and each is a **“Claim”**;

- (h) **“Eligible Costs”** means those Rehabilitation Costs listed in Schedule “B”, proven by the Owner as actual costs and as verified by the Town as being eligible for the Brownfields Assistance pursuant to this Agreement;
- (i) **“Grant”** means the Brownfields Assistance grant to be made by the Town to the Owner in the form of a partial rebate for the municipal portion of the realty taxes levied against the Lands, which shall be calculated on the basis of 75% of the total Tax Increment for the Lands resulting from the Remediation, and which amount shall not exceed the lesser of:
 - (i) 75% of the Eligible Costs; and
 - (ii) the amount set out in Schedule “C”.
- (j) **“Lands”** means the property described in Schedule “A” to this Agreement;
- (k) **“Payment Schedule”** has the meaning ascribed thereto in Section 6(b) hereof;
- (l) **“Project”** has the meaning as set out in Recital “C” to this Agreement;
- (m) **“Record of Site Condition”** means a Record of Site Condition in respect of the Lands as defined in Ontario Regulation 153/04, as amended from time to time;
- (n) **“Remediation”** means the remediation work to be completed in respect of the Lands in order to obtain a Record of Site Condition that permits the use of the Lands proposed by the Owner for the Project as set out in the Brownfields Assistance Application;
- (o) **“Remediation Costs”** means the actual costs of Remediation, proven by the Owner to have been expended as verified by the Town;
- (p) **“Tax Increment”** means the increase in municipal property taxes realized in respect of the completion of any Phase of the Project and which results from the remediation and redevelopment of the Lands. The Tax Increment shall be calculated as the difference between the municipal portion of property taxes levied on the Lands after remediation and development of any Phase of the Project, as assessed by the Municipal Property Assessment Corporation from time to time and each time, and the municipal portion of property taxes levied on the Lands on September 11, 2023 (being the day the Town approved the Owner’s request for Brownfields Assistance).
- (q) **“Town”** means the Town of Arnprior.

TERM:

2. This Agreement shall have a term commencing on the date it is executed by all parties and shall terminate on the earlier of:
 - (a) the date that the Owner receives Annual Grant Payments in an amount equal to the total Tax Increment Remediation Grant;
 - (b) December 31, 2034; and
 - (c) the date this Agreement is terminated by the Town or in accordance with its terms.

(the “Term”).

BROWNFIELDS ASSISTANCE

3. The Town, in accordance with *Planning Act* (Ontario), the CIP, and the terms of this Agreement agrees to provide to the Owner the Grant for the purpose of reimbursing the Owner for Eligible Costs. For greater certainty, the Town does not guarantee the amount of the Remediation Costs that will be eligible for the Grant.
4. The effectiveness of this Agreement, and the availability of the Grant, is subject to and conditional upon the fulfillment of the following conditions precedent, each to the satisfaction of the Town, in its sole discretion:
 - (a) at least one Phase of the Project must be fully constructed and the Town must have issued a final occupancy permit in respect of such Phase within three (3) years of the date of this Agreement;
 - (b) delivery by the Owner to the Town of evidence that:
 - (i) the Remediation has been completed, in accordance with all applicable laws and in accordance with the remedial action plan prepared by Paterson Group;
 - (ii) a Record of Site Condition has been issued and registered against title to the Lands, in accordance with all applicable laws;
 - (iii) the Remediation Costs are Eligible Costs;
 - (iv) all Remediation Costs have been paid in full and there are no liens, claims or litigation in respect of the Remediation Costs or the Project;
 - (v) there are no outstanding work orders and/or orders or requests to comply from any Town department or other regulatory authority in respect of the Project, the Lands and the business of the Owner;

- (vi) the building constructed on the Lands has been constructed in accordance with all building permits; and
 - (vii) the Remediation has resulted in the occurrence of a Tax Increment;
 - (c) assessment of the Lands following the Remediation by the Municipal Property Assessment Corporation, with the revised assessment being added to the Town's tax roll and with all assessment appeals, in any, having been finally determined, which assessment must demonstrate to the satisfaction of the Town that the Remediation has resulted in the occurrence of a Tax Increment; and
 - (d) delivery to the Town of such other information, certificates and documentation as the Town may reasonably request.
5. In addition to the fulfilment of the conditions in Section 4 above, the obligation for the Town to advance any Annual Grant Payment is subject to and conditional upon the fulfillment of the following conditions precedent, each to the satisfaction of the Town, in its sole discretion:
- (a) compliance by the Owner with all terms, conditions and obligations of this Agreement;
 - (b) delivery by the Owner to the Town of the Annual Reporting Certificate, in the manner required by Section 16(e);
 - (c) payment by the Owner of all outstanding property taxes applicable to the Lands and Project each year during the Term; and
 - (d) a written request from the Owner to the Town for payment of Annual Grant Payment has been made.
6. Following the fulfillment of all conditions precedent set out in Sections 4 and 5 hereof, the Town shall:
- (a) calculate the amount of Eligible Costs for which a Grant is available in accordance with this Agreement; and
 - (b) provide the Owner with confirmation of the amount of the Grant that is payable along with a payment schedule detailing the Annual Grant Payments to be made (the "**Payment Schedule**").
7. The Grant shall be calculated based upon the Tax Increment directly related to the Remediation and the Eligible Costs. For greater certainty, the amount of the Grant is not based upon increases in taxes and/or assessment which may arise from occupancy or changes in occupancy or in relation to any new construction added to the Lands that was not part of the Brownfields Assistance Application. Only those categories of Rehabilitation Costs listed in Schedule "B" are designated as

Eligible Costs for which Brownfields Assistance is available under the CIP and this Agreement. No other costs incurred by the Owner shall be eligible for Brownfields Assistance under this Agreement.

8. The Owner acknowledges and agrees that the City's determination regarding the total amount of Eligible Costs, the calculation of the Grant and amount of Annual Grant Payments will be made by the Town in its sole and unfettered discretion and shall be final and binding on the Owner and not subject to review by any court or other adjudicative body.
9. Without limiting the generality of Section 8, the Town's determination of Eligible Costs, calculation of the Grant or the calculation of the Annual Grant Payment may be re-calculated to a lower amount in the event that the Town, in its sole and unfettered discretion, determines that there has been an error or omission, or if the Tax Increment is reduced in subsequent years. In the event of any such recalculation, the Town shall re-issue a revised Payment Schedule, which shall be deemed to supersede and replace any prior issued Payment Schedule without the need for approval, consent or acknowledgement.
10. The Town shall have no obligation to pay any portion of the Grant after the expiry of the Term or earlier termination of this Agreement, regardless of the amount of the Grant that has been paid to date. The Town does not guarantee the amount of the Eligible Costs that will be paid.
11. Any item of cost listed on Schedule "B" that is covered, in whole or in part, by a form of financial assistance from any municipal, provincial or federal government, board or agency of such government, the Federation of Canadian Municipalities or other entity which provides funding, including other Town programs, other than as being provided for hereunder, shall be deducted from Eligible Costs in an amount equal to that assistance received from such other entity or program.
12. An estimated Payment Schedule setting out the estimate of the future Tax Increment and the Annual Grant Payments is set out in Schedule "D" attached hereto. The Owner acknowledges, confirms and agrees that the calculations in Schedule "D" are for illustrative purposes only and are based on estimates and that the amount of the Grant payable, the Annual Grant Payment, and the Payment Schedule shall be calculated based on the terms of this Agreement.
13. The Owner acknowledges and agrees that the Town may, from time to time, request that the Owner provide: (i) additional documentation; (ii) proof of any work claimed to be complete; and/or such other financial or other information which is contemplated by, or which the Town deems to be relevant for the purposes of this Agreement. The Town may also request a third party review or audit of any matter and any such third party review or audit shall be at the sole cost of the Owner. The Owner covenants to forthwith comply with any request by the Town for documentation, proof, information, inspection, review or audit pursuant to this Section 13. The Owner hereby grants to the Town and its agents, inspectors,

consultants and auditors a license to enter the Lands and Project, upon reasonable prior notice, to conduct such inspections as may be required by the Town, including to confirm the status of any work and/or compliance with the terms of this Agreement.

OWNER'S REPRESENTATIONS AND WARRANTIES:

14. The Owner represents and warrants to the Town that:
- (a) it is the sole registered and beneficial owner of the Lands;
 - (b) it is duly established and is in good standing under the laws of the jurisdiction of its incorporation or formation, has the legal power and authority to enter into and perform its obligations under this Agreement and any other agreement relating to the Remediation, and is in compliance with all applicable laws;
 - (c) the Owner has properly authorized this Agreement and passed all required resolutions and by-laws (if required in accordance with the terms of its constituting documents) for that purpose;
 - (d) it is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), has not made an assignment in favor of its creditors or a proposal in bankruptcy, has not initiated proceedings with respect to a compromise or arrangement with its creditors and is not subject to any restructuring order or other proceedings under any applicable statutory authority;
 - (e) it is not a non-resident of Canada (as that term is defined under the *Income Tax Act* (Canada)) as of the date of this Agreement and that in the event the Owner is found to no longer be a non-resident of Canada, the Owner shall immediately notify the Town, and it is agreed that the Town may deduct from any or all annual grant payments such sum(s) as may be required by Customs and Revenue Canada in order to meet the Town's obligations as a payor and the Owner's obligations under the *Income Tax Act* (Canada) and other applicable laws;
 - (f) it has received and read a copy of the CIP;
 - (g) the Lands were determined to be contaminated and have been or will be Remediated by the Owner in order to permit it to develop the Lands and, in respect thereof, Records of Site Condition, prior to construction of the phase to be developed, will be registered on the Environmental Site Registry maintained under the *Environmental Protection Act* (Ontario);
 - (h) the Brownfields Remediation Application and all documents and information associated and attached thereto are true and correct; and

- (i) it has not, other than as contemplated by this Agreement, applied for or received any other grants or assistance for Remediation Costs from any other government, agency or other funding source, including other Town programs.

OWNER'S ACKNOWLEDGEMENTS:

15. The Owner acknowledges and agrees with the Town that:

- (a) notwithstanding the provision of any grant or other assistance pursuant to this Agreement, the Town is not responsible for the Remediation of the Lands or any part thereof, and has no care, control or management of the contamination, the process of Remediation of the Lands;
- (b) the onus and responsibility is on the Owner at all times to assume all costs of Remediation and development of the Lands and to apply for and obtain, at the Owner's expense, all approvals required from the Town and all other agencies for the Rehabilitation and development of the Lands;
- (c) nothing in this Agreement limits or fetters the Town in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law and that in the event the Town decides to deny or oppose or appeal any such decision, that such action by the Town is not in any manner limited by reason of the Town entering into this Agreement;
- (d) the Town makes no representations as to the environmental condition of the Lands or the fitness of the Lands for the proposed use;
- (e) the Town may appoint a consultant to inspect the Lands and all work conducted thereon, at a frequency to be determined by the Town in its sole and unfettered discretion, for the purposes of producing a report as to the costs incurred which are Eligible Costs. The Owner agrees to pay all costs associated with the consultant and said costs shall be Eligible Costs;
- (f) nothing in this Agreement is intended to impose or shall impose upon the Town any duty or obligation to inspect or examine the Lands for compliance or non-compliance or to provide an opinion respecting any condition of remediation or development; and
- (g) nothing in this Agreement is intended to be or shall be construed to be a representation by the Town regarding compliance of the Lands with applicable environmental laws, regulations, policies, standards, permits or approvals, or other by-laws and policies of the Town.

OWNER'S GENERAL OBLIGATIONS AND COVENANTS:

16. Throughout the Term of this Agreement, the Owner covenants and agrees that it will do the following:
 - (a) immediately notify the Town if any grants or other assistance for Remediation Costs (save and except for the Grant contemplated by this Agreement) are applied for or received by the Owner;
 - (b) not voluntarily demolish the Project, in whole or in part;
 - (c) provide the Town with proof of all costs incurred to remediate the Lands and with all documentation, as may be reasonably requested by the Town from time to time, as to the amount of the Remediation Costs incurred by the Owner;
 - (d) provide to the Town annual progress reports of the standing of the Remediation and development of the Project, including, but not limited to: the environmental contamination present on site; the status of the Remediation; the development schedule; the existence and extent of any faults or defects; the value of the work done under any contract; the amount owing to any contractor; and the amounts paid or retained by the Owners on any contract;
 - (e) deliver the Annual Reporting Certificate to the Town during each year of the Term on the day which is June 30, and at such other times as may be requested by the Town from time to time;
 - (f) ensure there are no liens or other claims outstanding in respect of the Lands at any time, or if any lien is registered on title to the Lands or a claim is filed or made against the Owner, the Owner shall take all such actions as necessary to defend against such lien or claim, to have the lien deleted or discharged from title or such claim withdrawn or dismissed. The Owner shall, from time to time, report to the Town with respect to such matters;
 - (g) ensure that the Lands are maintained in their remediated condition and shall not take any action or fail to take action which results in the Lands being newly contaminated during the Term; and
 - (h) not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, all or any part of the Lands and/or the Project.
17. The Owner acknowledges and agrees that the Town may, and is hereby authorized to, register this Agreement on title to the Lands immediately upon approval and execution of this Agreement. The Owner shall be responsible for all costs and expenses incurred in the preparation and registration of this Agreement.

DEFAULT AND REMEDIES:

18. The Owner shall be in default of this Agreement where the Owner (each an “**Event of Default**”):
 - (a) fails to comply with any of the terms, provisions, covenants, conditions, obligations or requirements set out in this Agreement or in any other agreement entered into between the Owner and the Town;
 - (b) fails to comply with any applicable laws, including without limitation, any by-laws, site plan control agreements or other planning requirements or agreements related to the remediation of the Lands and the completion of the Project or any Phase thereof;
 - (c) fails to pay and keep in good standing all municipal property taxes;
 - (d) commits fraud, makes an intentional misrepresentation, commits an act of gross negligence, or commits a criminal act;
 - (e) any fact, representation or warranty of the Owner in this Agreement, in any Annual Reporting Certificate or otherwise given by the Owner is determined by the Town to be inaccurate, incorrect or misleading;
 - (f) causes the control and charge over the administration of all or part of the Owner’s affairs to be vested in any person other than the Owner;
 - (g) the Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Lands or interest of the Owner in the Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - (h) defaults in the payment of moneys to any contractor, supplier, or creditor;
 - (i) causes, permits or allows the Lands to become newly or further contaminated; or
 - (j) cannot be contacted by the Town over a period of greater than thirty (30) days.

19. Upon the occurrence of an Event of Default, except in respect of Sections 18(d) or 18(f) the Owner shall have thirty (30) days, or such lesser amount of time as is reasonable in the circumstances, to remedy such Event of Default to the

satisfaction of the Town. Where an Event of Default is not remedied to the satisfaction of the Town, the Town may exercise any remedy available at law, equity or pursuant to this Agreement. Without limiting the generality of the foregoing, following an Event of Default which remains uncured the Town may:

- (a) delay and/or cancel any Annual Grant Payment;
- (b) investigate the Event of Default by auditing the information deemed relevant by the Town and the Owner hereby agrees to provide all requested information in a timely fashion and to pay all costs of the audit;
- (c) require that the Owner repay all or any part of the Grant already provided to the Owner; and/or
- (d) terminate this Agreement on notice to the Owner.

20. Notwithstanding anything contained herein to the contrary, where:

- (a) an Event of Default has occurred; or
- (b) this Agreement is terminated for any reason prior to payment of the total Grant;

the total amount of the Grant advanced to the Owner by the Town will be repayable by the Owner to the Town upon demand, and shall be added to the tax bill for the Lands.

21. The Owner acknowledges and agrees that where there is more than one owner of the Lands, an Event of Default by one Owner shall constitute an Event of Default by all other Owners and failure of one Owner to remedy such Event of Default shall constitute the failure of all other Owners to such Event of Default.

INDEMNITY AND RELEASE:

22. The Owner acknowledges and agrees that it shall not have any claim for costs, expenses, losses, damages, interest, compensation or reimbursement against the Town, including on account of costs and expenses incurred in connection with the Project or this Agreement, where the Town exercises any of its rights or remedies pursuant to this Agreement and as a result the Grant or any Annual Grant Payment is terminated, reduced, repaid and/or delayed. The Owner unconditionally releases and forever discharges the Town and its officers, agents, councillors, servants, employees and consultants from any and all past, present and future Claims arising out of relating in any way to the Project or this Agreement.

23. The Owner hereby agrees to defend, indemnify and save harmless the Town and its officers, agents, councillors, servants and employees from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or this Agreement, including

without limitation, any such Claim that arises out of or is in connection with the Owner's breach of this Agreement or is caused by the negligence or wilful misconduct of the Owner in the performance of its obligations hereunder or otherwise in connection with the Project. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

NOTICES:

24. All notices, requests, demands, correspondence and other communications ("Notices") provided under this Agreement shall be in writing and shall be sent by one or more of the following: (i) personal delivery, (ii) same day or overnight courier by a reputable national courier service, postage prepaid, (iii) certified or registered mail, return receipt requested, or (iv) email and addressed to the City or the Owner, as applicable, at the address, email and facsimile address noted below or such other address that may be designated by the receiving party from time to time in accordance with this Section.

If to the Town:

Robin Paquette, Chief Administrative Officer
Town of Arnprior
105 Elgin St. W,
Arnprior, ON K7S 0A8

If to the Owner:

Attn: Dennis Eberhard
Arnprior OVD Inc
103, 60 Disera Drive,
Thornhill, ON L4J 9G1

25. Notices sent by personal delivery, or same day or overnight courier, shall be deemed to have been validly and effectively given when received, provided such day is a business day between the hours of 9:00 a.m. EST and prior to 5:00 p.m. EST, otherwise on the next business day following such date of receipt. Notices delivered by email shall be deemed to be validly and effectively given upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other form of written acknowledgment), provided such day is a business day between the hours of 9:00 a.m. EST and prior to 5:00 p.m. EST, otherwise on the next business day. Notices sent by certified or registered mail shall be deemed to have been validly and effectively given on the third business day following the day on which the same is sent by certified or registered mail, postage prepaid/when received provided such day is a business day between the hours of 9:00 a.m. EST and prior to 5:00 p.m. EST, otherwise on the next business day.

26. Any party hereto can change its address and/or email address for notices and other communications hereunder by written notice to the other parties to this agreement, in accordance with the provisions of this Section.

GENERAL PROVISIONS:

27. As hereinafter set out below, the following Schedules are attached to and form part of this Agreement:

Schedule "A" Description of Lands;

Schedule "B" Eligible Costs

Schedule "C" Calculation of the Grant

Schedule "D" Estimated Property Grant

Schedule "E" Concept Plan submitted to the Town in support of the Brownfields Grant Application

28. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the Town and may only be waived by the Town. No waiver is effective unless in writing. Where the Town elects to waive certain rights under this Agreement it does not by implication give up any other rights and the Town expressly reserves any and all such additional rights, notwithstanding any waiver.
29. This Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF")) in one or more counterparts and, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement.
30. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
31. If any provision or clause of this Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
32. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
33. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Owner may not assign or otherwise transfer all or any part of its rights or obligations under this

Agreement without the prior written consent of the Town, which consent may be withheld or conditioned in the Town's sole and absolute discretion.

34. The Owner shall promptly execute and deliver, upon request by the Town, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by the Town.
35. Any amendment of any provision of this agreement, including the Schedules, must be in writing and signed by both parties.
36. The Owner acknowledges that although the Town is a party to this agreement, nevertheless, the Town of Arnprior (the "**Municipality**") is and shall remain an independent planning authority and municipality with all requisite powers and discretion provided under law, including without limitation the *Planning Act* (Ontario) and the *Municipal Act, 2001* (Ontario). Without limiting the generality of the foregoing, and notwithstanding anything herein, any acknowledgements, agreements or approvals given hereunder have no application to matters relating to the Municipality's rights and powers under the *Planning Act* (Ontario), the *Municipal Act, 2001* (Ontario), the *Ontario Heritage Act* and any other applicable statute respecting the Municipality's rights and obligations.

[Signature Page Follows]

IN WITNESS WHEREOF the parties duly execute this Agreement:

Dated at the Town of Arnprior, this _____ day of _____, 2024

ARNPRIOR OVD INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

Dated at the Town of Arnprior, this _____ day of _____, 2024

TOWN OF ARNPRIOR

Per: _____
Name:
Title: Mayor

Per: _____
Name:
Title: Clerk

I/We have the authority to bind the corporation.

Schedule "A"

The Lands:

LTS 97 & 98, PL 115; PT LT 3, CON B AS IN R315658 ; TOWN OF ARNPRIOR

PIN 576230131

Schedule “B”

Brownfields Assistance - Eligible Costs

The Rehabilitation Costs eligible for Brownfields Assistance for the Lands are estimated as follows:

	Eligible Costs	Actual / Estimated Costs
1	RSC, risk assessment, inspections and monitoring	\$92,491
2	Tender and project management	\$34,172
3	RSC survey for filing with MOE	\$3,500
4	Remediation works (including excavation & backfill)	\$1,217,622
	Total Costs Eligible for a Remediation Grant	\$1,347,784

The above-noted costs are estimates only and Eligible Costs shall be based on the lesser of the actual Remediation Costs or estimated costs. The maximum total costs eligible for the Grant are \$1,347,784¹, which amounts are all subject to adjustment based once the final amounts set out in the schedule above have been determined.

¹ The maximum that the Town will pay will be based on the lesser of actual paid amounts or estimated costs. The costs could be audited by the Town.

Schedule "C"
Calculating the Tax Increment Rehabilitation Grant

The Town of Arnprior CIP Brownfield Remediation Tax Application Program allows for the Town to provide a deferral or cancellation of all or part of the incremental municipal taxes during the agreement period however the total value of the tax assistance will not exceed the total eligible costs.

1	Total Eligible Costs - from Schedule "B"	\$1,347,784
2	Total capping at 75% of line 1	\$1,010,838
3	Total Maximum Grant Payable	\$1,010,838

Schedule “D”
Estimated Future Town Property Tax Increment and Annual Municipal Grant Payable

This Schedule is for illustrative purposes only and is intended as an example of how the Grant is calculated. This Schedule shall not be interpreted as being binding on the Town and the provisions of the Agreement shall govern in respect of the Annual Grant Payments.

Pre-Project Property Tax Rates and Property Taxes

Current Value Assessment (2024) on the property at 12 Thomas St is \$142,000 classed as Residential (RT). Current property taxes are approximately \$2,132 broken down as follows:

Table 1

Property Taxes based on Current Value Assessment (2024)

Municipal Property Tax portion	\$1,329
County of Renfrew Property Tax portion	586
Education Property Tax Portion	217
Total Pre-Project Property Taxes	\$2,132

Based on comparable properties, it is estimated that once all Phases of the Project are complete, the property including all buildings could have a post-project assessment value in excess of \$19,500,000.

There are many technical assumptions and variables that are used to project possible future property tax assessments and future property tax estimates. It is important to note that the final assessment value of the property would be established by the Municipal Property Assessment Corporation (MPAC).

A project of this nature will see development occurring in phases. The Owner has estimated that the first phase of the project will be completed by August 2025, second phase by December 2026 and third phase by August 2028.

For the purposes of estimating a future Tax Increment and the estimated pay-out period it has been assumed for illustrative purposes that the first phase would be completed by August 2025 as estimated by the Owner.

It is important to note that the Tax Increment set out herein is only an estimate and provides guidance on the order of magnitude of the possible payment under the

assumption of all buildings being completed, reassessed and taxes levied and paid in this period. The tax rates and all of the assessment valuation parameters are held constant for illustration purposes. In practice the assessed value would increase reflecting increasing tenant property and land values. As well, there would likely be some increase in the annual municipal levy during the projection period.

The administration of the Grant requires that any grants to be paid be based on actual Municipal Property Assessment Corporation (MPAC) property assessment (including any resolution of appeals) of improved properties. The prevailing tax rate would be applied and only after taxes are paid in full for one year and only when the Town is satisfied that all terms and conditions have been met as specified in the legal agreement between the Town and the applicant would a tax rebate be issued.

The Grant payable will be capped at:

- (a) 75 percent of the municipal (Town) share of the increase in property taxes over the pre-project municipal property taxes.

The County of Renfrew has declined provision of any portion of their tax increment for Brownfield assistance.

The program period is a maximum of 10 years from the first payment or until all eligible costs have been paid by the annual grant, whichever comes first.

The actual Annual Grant Payment will be calculated every year based on the new assessment, tax rate, taxes paid and actual municipal tax increment and education tax increment, if applicable. The total amount of the Grant paid out within the 10 years of the execution of the Agreement is dependent upon actual completed construction and the corresponding assessed values and taxation amounts.

Table 2

Estimated Annual Post-Project Municipal Property Taxes

Tax Class	Building Phase	Estimated Completion	Estimated assessment	Estimated Municipal Tax
Multi-Residential – New	Building 1	August 2025	\$6,500,000	\$60,845
Multi-Residential – New	Building 2	December 2026	\$13,000,000	\$121,690
Multi-Residential – New	Building 3	August 2028	\$19,500,000	\$182,535

Estimated future Municipal Tax Increment = Estimated future municipal tax minus pre-project municipal share of taxes. This increment changes based on the estimated construction completion dates of each of the three buildings.

Table 3

Estimated Tax Increments and Payment Schedule for Annual Grant Payments

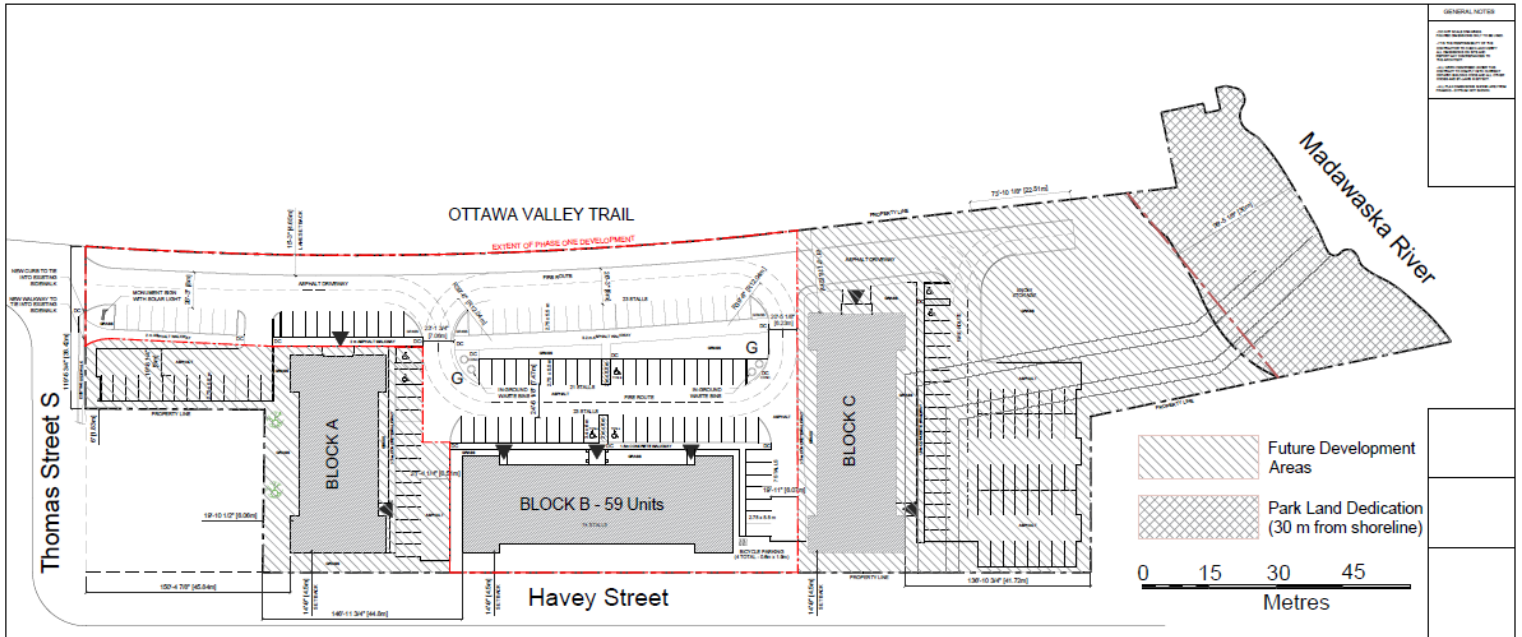
(75% of Estimated Tax Increments)

Year		Existing Taxes (2023)	Estimated New Taxes	Tax Increment (100%)	Tax Increment (75%)
1	2025	\$1,329	\$20,282	\$18,953	\$14,214
2	2026	\$1,329	\$60,845	\$59,516	\$44,637
3	2027	\$1,329	\$121,690	\$120,361	\$90,271
4	2028	\$1,329	\$141,972	\$140,643	\$105,482
5	2029	\$1,329	\$182,535	\$181,206	\$135,904
6	2030	\$1,329	\$182,535	\$181,206	\$135,904
7	2031	\$1,329	\$182,535	\$181,206	\$135,904
8	2032	\$1,329	\$182,535	\$181,206	\$135,904
9	2033	\$1,329	\$182,535	\$181,206	\$135,904
10	2034	\$1,329	\$182,535	\$181,206	\$135,904
TOTAL		\$13,290	\$1,439,997	\$1,426,707	\$1,070,030

*Maximum grant payable is capped at 75% of eligible expenses estimated at \$1,010,838 as outlined in Schedule "C".

Schedule "E"

Concept Plan submitted to the Town in support of the Brownfields Grant Application



Schedule "F"
Annual Reporting Certificate

DECLARATION

PROVINCE OF ONTARIO) **IN THE MATTER OF TITLE TO** the lands
) and premises municipally known as
) 12 Thomas Street, Arnprior, ON, and legally
) described as LTS 97 & 98, PL 115; PT LT 3,
) CON B AS IN R315658 ; TOWN OF
) ARNPRIOR

TO WIT:) – PIN 57623-0131 (LT) (the "**Property**"),
)
)
) **AND IN THE MATTER OF** the Brownfields
) Assistance Agreement made between
) Arnprior OVD Inc. (the "**Owner**") and the
) Town of Arnprior (the "**Town**") dated October
) 28, 2024, as amended from time to time, (the
) "**Agreement**")
)
)
)
)

I, _____, of the City of Arnprior, in the Province of Ontario, in my capacity as officer of the Owner,

DO SOLEMNLY DECLARE:

1. All capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Agreement.
2. The Owner is and remains the full and proper name of the registered and beneficial owner in fee simple of the Lands and the legal description in the Agreement is a proper legal description of the Lands.

3. The Owner is in possession and control of the Lands and that the holders of any mortgagees (if any) of the Lands have not taken or otherwise commenced to take any remedial actions they are entitled to by contract or at law to take possession or control of or over the Lands.
4. The Owner is in compliance with the terms of the Agreement and no Event of Default has occurred.
5. The representations and warranties set out in Section 14 of the Agreement remain true and correct as of the date hereof.
6. The Owner is a subsisting corporation which has not been dissolved.
7. No liens or other claims have been registered on title to the Lands;

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED, before me at the)
 Town/City of _____ on this ___)
 day of _____, 20__ .)
)
)
)
)
)

A Commissioner, etc.

One Year Extension to the Draft Approval of the Marshall's Bay Meadows Subdivision

Whereas Council approved the recommendation for the plan of subdivision proposed by T. Anas Holding Inc. in September of 2014 and indicated to the approval authority, the County of Renfrew, that the proposed draft plan of subdivision was not premature, that it met the intent of the Provincial Policy Statements and requesting the conditions of draft approval as outlined in the staff report; and

Whereas draft approval was given by the County of Renfrew on August 5, 2015, with revised conditions issued on December 11, 2018, which had a lapsing date of December 11, 2023, however, the County has granted an extension to December 11, 2024; and

Whereas the applicant, Madawaska Regional Inc., has requested that Council provide a resolution in support of a request for extension, as the development is proceeding in a phased approach with Phases 1, 2, 3 and 4A registered, and the developer actively working on finalizing Phases 4B and 5.

Therefore Be It Resolved That Council supports the request by Madawaska Regional Inc. for a one-year extension to the draft approval of the Marshall's Bay Meadows Draft Plan of Subdivision (47-T-14002) and that this resolution be forwarded to the County of Renfrew for consideration of approval.

Municipal Grant Application – Arnprior Regional Health Foundation – Penny Stashick Ugly Christmas Sweater Walk

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Arnprior Regional Health Foundation; and

Whereas the Arnprior Regional Health Foundation has partnered with the Stashick family for this year’s annual Penny Stashick Ugly Christmas Sweater Walk, in honour of Penny Stashick, a valued member of the Arnprior community who passed away in November of 2017; and

Whereas the Penny Stashick Ugly Christmas Sweater Walk will be held on Saturday, December 7th, 2024 between 8:00 AM and 12:00 PM; and

Whereas the Arnprior Regional Health Foundation will be allocating dollars raised towards the CT Scan fundraising campaign;

Therefore Be It Resolved That Council approve the request for waiving the Robert Simpson Park Gazebo rental fees including chairs, tables, sound system, and set up / tear down costs (value of approximately \$525.00 plus HST) for the Penny Stashick Ugly Christmas Sweater Walk on December 7th, 2024; and

Further That the Arnprior Regional Health 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.