



**ARNPRIOR**

**Town of Arnprior**

**Regular Meeting of Council Agenda**

**Date: Monday, January 13<sup>th</sup>, 2025**

**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) **Special Meeting of Council – December 4<sup>th</sup>, 2024** (Page 1-3)
  - b) **Regular Meeting of Council – December 9<sup>th</sup>, 2024** (Page 4-16)
- 8. Awards / Delegations / Presentations**
  - a) **Presentations**
    - i) **Tabling of the Draft 2025 Operating and Capital Budgets and Long-Range Capital Forecast (LRCF)**, Jennifer Morawiec, General Manager, Client Services / Treasurer and Lauren Vincent, Manager of Finance / Deputy Treasurer
    - ii) **Museum End of Year Update**, **Emily Stovel**, Manager of Culture / Curator (Page 17-30)

**9. Public Meetings**

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

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

**12. Staff Reports**

- a) **Zoning By-Law Amendment No. 6/24 (400 Division Street)**, Alix Jolicoeur, Manager of Community Services / Planner (Page 31-47)
- b) **Automatic Aid Agreement (Fire Protection) – Mississippi Mills**, Rick Desarmia, Fire Chief (Page 48-49)

**13. Committee Reports and Minutes**

- a) **Mayor's Report**
- b) **County Councillor's Report**
- c) **Committee Reports and Minutes**

**14. Correspondence & Petitions**

- a) **Correspondence**
  - i) Correspondence Package I-25-JAN-01
  - ii) Correspondence Package A-25-JAN-01

**15. By-laws & Resolutions**

- a) **By-laws**
  - i) **By-law No. 7549-25 – Authorize Automatic Aid Agreement (Fire Protection) – Mississippi Mills** (Page 50-62)
  - ii) **By-Law No. 7550-25 – Authorize Transfer Payment Agreement (TPA) Amendment – ICIP Green Stream (400mm Watermain River Crossing Replacement)** (Page 63-66)
  - iii) **By-Law No. 7551-25 – Authorize Transfer Payment Agreement (TPA) – Ontario Fire Protection Grant** (Page 67-92)
  - iv) **By-Law No. 7552-25 – Adopt 2025 Interim Tax Levy** (Page 93-94)

## **b) Resolutions**

- i) Municipal Grant Application – Arnprior Braeside McNab Seniors At Home Program Inc. (Annual Memorial Butterfly Release) (Page 95)**
- ii) Municipal Grants Application – Arnprior and Area Physician Recruitment Committee (2025 Doctor’s Dining Duel) (Page 96)**
- iii) Municipal Grants Application – Canadian Blood Services (2025 Blood Donor Clinics) (Page 97)**
- iv) Request from Walter Zadow Public School – FoodCycler Countertop Composter (Page 98)**

## **16. Announcements**

## **17. Media Questions**

## **18. Closed Session**

## **19. Confirmatory By-law**

By-law No. 7553-25 to confirm the proceedings of Council

## **20. Adjournment**

Please note: Please see the Town’s [website](#) to view the live stream. The meeting will be uploaded to YouTube for future viewing.

The agenda is made available in the Clerk’s Office at the Town Hall, 105 Elgin Street West, Arnprior and on the Town’s [website](#). Persons wishing to receive a print item on the agenda by email, fax, or picked up by hand may request a copy by contacting the Clerk’s Office at 613-623-4231 ext. 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

**Email to:** Metroland Media; Oldies 107.7/My Broadcasting Corporation; Valley Heritage Radio



**Minutes of Special Council Meeting  
December 4<sup>th</sup>, 2024 6:00 PM  
Town Hall, Council Chambers – 105 Elgin St. W. Arnprior, ON.**

**Council and Staff Attendance**

**Council Members Present (In-Person):**

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

**Town Staff Present**

Robin Paquette, CAO  
Jennifer Morawiec, GMCS / Treasurer  
Kaila Zamojski, Town Clerk  
Oliver Jacob, Deputy Clerk  
Lauren Vincent, Manager of Finance  
Graeme Ivory, Director of Recreation

**Council Members Present (Electronic):**

None

**Council Members Absent:**

None

**1. Call to Order**

Mayor Lisa McGee called the Regular Council Meeting to order at 6:00 PM and welcomed those present.

**2. Roll Call**

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

**3. Land Acknowledgement Statement**

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

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

**4. Adoption of Agenda**

Resolution Number 402-24  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**Be It Resolved That** the agenda for the Special Meeting of Council dated Wednesday, December 4<sup>th</sup>, 2024 be adopted.

Resolution Carried

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

None

## **6. Awards/Delegations/Presentations**

### **a) Presentations – Budget Consultations**

#### **a) Arnprior McNab/Braeside Archives**

Treasurer Brian Gilhuly provided a presentation on the budget request from the Arnprior McNab/Braeside Archives for the 2025 calendar year, attached as Appendix A and forming part of these minutes.

#### **b) Seniors Active Living Centre (SALC)**

Jennifer Powley, VP Seniors Care, Long Term Care and Community Programs at Arnprior Regional Health, provided a presentation on the budget request from the Seniors Active Living Centre for the 2025 calendar year, attached as Appendix B and forming part of these minutes.

#### **c) Physician Recruitment Committee**

Mark Nibourg, Chair of the Arnprior and Area Physician Recruitment Committee, and Dr. Florin Padeanu, Chief of Staff at Arnprior Regional Health, provided a presentation on the budget request from the Physician Recruitment Committee for the 2025 calendar year, attached as Appendix C and forming part of these minutes.

#### **d) Arnprior Public Library**

Chief Librarian / CEO Karen DeLuca and APL Board Chair Josie Scott provided a presentation on the budget request from the Arnprior Public Library for the 2025 calendar year, attached as Appendix D and forming part of these minutes.

#### **e) Arnprior Airport Commission**

Arnprior Airport Commission Directors Steve Smith and Mike McGann provided a presentation on the budget request from the Arnprior Airport Commission for the 2025 calendar year, attached as Appendix E and forming part of these minutes.

#### **f) Arnprior McNab/Braeside Men's Shed**

Darrel O'Shaughnessy and Steve Theriault from the Arnprior McNab/Braeside Men's Shed provided a presentation on the budget request from the Arnprior McNab/Braeside Men's Shed for the 2025 calendar year, attached as Appendix F and forming part of these minutes.

#### **g) Other Public Feedback**

Feedback from members of the public provided to staff or through the Town website feedback form was provided to Members of Council, attached as Appendix G and forms part of these minutes.

**h) Confirmatory By-Law**

Resolution Number 403-24  
Moved by Tom Burnette  
Seconded by Dan Lynch

**That** By-law No. 7541-24, being a By-law to confirm the proceedings of the Special Meeting of Council held on December 4th, 2024 be and it is hereby enacted and passed.

Resolution Carried

**i) Adjournment**

Resolution Number 404-24  
Moved by Lynn Cloutier  
Seconded by Billy Denault

**That** this meeting of Council be adjourned at 7:43 PM.

Resolution Carried

**Signatures**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



**ARNPRIOR**

**Minutes of Council Meeting  
December 9, 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 Chris Toner  
Councillor Chris Couper  
Councillor Billy Denault

**Town Staff Present:**

Robin Paquette, CAO  
Jennifer Morawiec, General Manager,  
Client Services / Treasurer  
Kaila Zamojski, Town Clerk  
Oliver Jacob, Deputy Clerk  
Graeme Ivory, Director of Recreation  
Alix Jolicoeur, Manager of Community  
Services / Planner  
Lucas Power, Program and Events  
Supervisor

**Council Members Present (Electronic):**

None

**Council Members Absent:**

Councillor Lynn Cloutier  
Councillor Tom Burnette

**1. Call to Order**

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

**2. Roll Call**

The roll was called, with all Members of Council being present except Councillor Lynn Cloutier and Councillor Tom Burnette.

**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 405-24  
Moved by Dan Lynch  
Seconded by Chris Couper

**Be It Resolved That** the agenda for the Regular Meeting of Council dated Monday, December 9<sup>th</sup>, 2024 be adopted as amended with the removal of Item No. 8(b)(ii).

Resolution Carried

**5. Disclosures of Pecuniary Interest**

None

**6. Question Period**

None

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

Resolution Number 406-24

Moved by Billy Denault

Seconded by Chris Toner

**That** the minutes of the Regular Meeting of Council listed under Item 7 (a) on the Agenda be adopted (Regular Meeting of Council – November 25<sup>th</sup>, 2024).

Resolution Carried

**8. Awards/Delegations/Presentations**

**a) Delegations**

**i) Junior B Arnprior Packers, Dustin Dorcen**

Duskin Dorcen, President and Governor of the Junior B Arnprior Packers, and Donovan Welk, Co-Owner, provided a verbal presentation on the organization, its contribution to the Greater Arnprior community and requested continued engagement in the Nick Smith Centre Arena Revitalization project.

**b) Presentations**

**i. Water and Wastewater Rates Study – Watson & Associates Economists Ltd**

Byron Tan from Watson & Associates Economists Ltd provided a PowerPoint Presentation on the draft Water and Wastewater Rate Study and responded to questions.

**iii. World Juniors Event Update – Director of Recreation and Program and Events Supervisor**

Graeme Ivory, Director of Recreation, and Lucas Power, Program and Events Supervisor, provided a PowerPoint Presentation on the 2024 World Juniors event logistics, attached as Appendix A and forming part of these minutes, and responded to questions.



## 9. Public Meetings

### a) Zoning By-Law Amendment No. 6/24 (400 Division Street)

Resolution Number 407-24 (8:14 PM)

Moved by Dan Lynch

Seconded by Chris Couper

**That** Council move into a public meeting regarding an application for Zoning By-Law Amendment No. 6/24 related to 400 Division Street.

Resolution Carried

The public meeting was opened at 8:14 PM. Alix Jolicoeur, Manager of Community Services and Planner, provided an overview presentation, attached as Appendix B and forming part of these minutes, outlining the proposed Zoning By-Law Amendment No. 6/24 for the subject property located at 400 Division Street.

Following the presentation, the meeting was opened to the public for comment. No members of the public provided any comment.

Resolution Number 408-24 (8:17 PM)

Moved by Billy Denault

Seconded by Chris Toner

**That** Council resume to the Regular Meeting of Council.

Resolution Carried

## 10. Matter Tabled/ Deferred/ Unfinished Business

None

## 11. Notice of Motion(s)

None

## 12. Staff Reports

### a) Bill 23 – Recommended Official Plan Amendment No. 9 and Implementing Zoning By-law Amendments – Manager of Community Services / Planner

Resolution Number 409-24

Moved by Billy Denault

Seconded by Dan Lynch

**That** Council passes a By-law to adopt town-initiated OPA No. 9 to amend the Official Plan policies to bring the Official Plan into conformity with recent provincial legislation

including Bill 109, 23 and 185 and to remove the requirement for a minimum of 50% of dwellings in new development to be single detached dwellings and directs staff to forward said by-law to the County of Renfrew for approval; and

**Further That** Council passes a By-law to amend Comprehensive Zoning By-law 6875-18, as amended, to implement the policy changes outlined in OPA No. 9, which will not be in full force and effect until the County of Renfrew approval of OPA No. 9 is received; and

**Further That** Council has considered all written and oral submissions received on these amendments, the effect of which has helped Council make an informed decision.

Resolution Carried

#### **b) 2024 Accessibility Status Report – Town Clerk**

Resolution Number 410-24  
Moved by Chris Couper  
Seconded by Dan Lynch

**That** Council approve the Town of Arnprior’s 2024 Accessibility Status Report as presented; and

**Further That** the 2024 Accessibility Status Report be posted on the Town website.

Resolution Carried

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

#### **a) Mayor’s Report**

Mayor Lisa McGee reported the following:

- Alongside County Councillor Lynch and Councillor Couper, Mayor McGee attended the planned opening for Pizza Hut and received a tour of the facility. While the opening was delayed, the business has now opened to the public.
- Alongside Councillors Toner and Denault, Mayor McGee attended a meet and greet event hosted for local business owners by the Upper Ottawa Valley Chamber of Commerce (UOVCC) at Lumbertown Ale House.
- Alongside County Councillor Lynch and Councillor Toner, Mayor McGee attended the 2024 Penny Stashick Ugly Christmas Sweater Walk on Saturday, December 7<sup>th</sup>, 2024 in honour of the late Penny Stashick. She reported that the annual event has raised close to \$200,000 since its inception in support of the Arnprior Regional Health Foundation. This year,

the fundraiser raised \$28,250.47 to be dedicated towards the CT Scanner Campaign.

**b) County Councillor's Report**

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

- The County of Renfrew has been awarded OMSSA's 2024 Local Municipal Champion Award in recognition of the leadership and vision in implementing the region's Mesa wellness initiative. This award celebrates significant contributions to advancing excellence in human services integration and service system management throughout the Province of Ontario, often involving collaboration between municipal staff and community organizations. The County of Renfrew has been invited to present on Mesa at the OMSSA 2025 Exchange Conference, showcasing key highlights of community achievements. The OMSSA Exchange Conference will be taking place from May 13<sup>th</sup> to 14<sup>th</sup>, 2025 in Toronto, ON.
- Enterprise Renfrew County has announced the Starter Company Plus Autumn 2024 grant award recipients, which included Scott Fawcett of Ottawa Valley Air Paddle which is located in the Town of Arnprior. There are a total of thirteen (13) recipients that will share in the \$38,000 grant across the County of Renfrew.
- As part of the ongoing development of the County's Transportation Master Plan (TMP), their consultant, Egis, completed a review of the County's Road Rationalization Criteria, made recommendations and enhancements to the criteria, and completed a Road Rationalization Study based on the recommended criteria. Input was sought from Members of County Council on the proposed criteria for road rationalization. It is planned to be presented publicly as part of the next Public Information Centre planned for the TMP early in 2025.
- The County of Renfrew adopted a resolution calling on the Province of Ontario to consider redistributing revenue from the Land Transfer Tax and the Provincial GST to support long-term planning and investment in infrastructure projects that benefit local communities.
- The County of Renfrew adopted a resolution calling on the Government of Canada and the Government of Ontario to immediately and sustainably partner with municipal governments by investing in both the new and ongoing maintenance and repairs of municipal infrastructure in Eastern Ontario's small rural municipalities.
- County Council will meet on December 10<sup>th</sup>, 2024 to hold an election for the position of Warden for the upcoming 2025 term.

- The Algonquin Trail has now opened at CFB Petawawa which will allow snowmobiles to travel north to Deep River along the trail.

**c) Committee Reports and Minutes**

None

**14. Correspondence & Petitions**

**a) Correspondence Package No. I-24-DEC-21**

Resolution Number 411-24

Moved by Billy Denault

Seconded by Chris Toner

**That** the Correspondence Package Number I-24-DEC-21 be received as information and filed accordingly.

Resolution Carried

County Councillor Dan Lynch noted the following items

- Page 6 - Through the *More Homes Built Faster Act, 2022*, changes were made to the *Planning Act* to accelerate implementation of the province's Additional Residential Unit (ARU) framework. These changes allowed the creation of up to three (3) units per lot as-of-right in some existing residential areas. In addition, Ontario Regulation 299/19 (Additional Residential Units) has been enacted to remove certain municipal zoning by-law barriers. These changes took effect upon filing and the Government of Ontario notes that they will help to facilitate the creation of ARUs, such as basement suites and garden suites, by eliminating barriers including maximum lot coverage, angular planes, floor space index (FSI), minimum separation distances and minimum lot sizes on parcels of urban residential land subject to the ARU framework in the *Planning Act*. County Councillor Lynch asked if there were any open planning application that would be impacted by these changes?
  - CAO Paquette noted that there were no impacted applications; however, amending by-laws are included on the December 9<sup>th</sup>, 2024 meeting agenda to implement the changes to the Town's Official Plan and Zoning By-Law.
- Page 37 – The Government of Ontario is keeping costs down for workers and businesses by giving back over \$2.5 billion by rebating Workplace Safety and Insurance Board (WSIB) surpluses to hundreds of thousands of safe employers, reducing business premium rates and investing in keeping workers healthy and safe. County Councillor Lynch asked if the Town had an estimate as to the WSIB savings for the municipality and if so, what impact it would have on the 2025 Operating Budget.

- The General Manager, Client Services / Treasurer, noted that we have not received the WSIB rebate notice to date; however as an eligible employer, the Town has received WSIB rebates in the past.
- Page 45 – The Government of Ontario will soon introduce legislation that, if passed, will expand presumptive coverage for firefighters in the case of primary site kidney cancer by reducing the required duration of service from 20 to 10 years, which would be the lowest duration of service in Canada.
- Page 52 – The province is increasing the Ontario Municipal Partnership Fund (OMPF) by \$100 million over two years. This would result in an increase of \$50 million in 2025 and \$50 million in 2026. County Councillor Lynch asked if the Town has been advised as to what its 2025 increase would be under the Ontario Municipal Partnership Fund.
  - The General Manager, Client Services / Treasurer, noted that the Town’s Ontario Municipal Partnership Fund (OMPF) allocation for the 2025 calendar year did not include an increase.
- Page 77 – The Government of Ontario is investing up to \$1 billion in loans to provide municipalities with more financing options for water infrastructure projects that enable the construction of more homes. The new Housing-Enabling Water Infrastructure (HEWI) lending stream, under Infrastructure Ontario’s (IO) Loan Program, will support the construction, expansion and rehabilitation of drinking water, wastewater and storm water infrastructure projects that enable new homes. Infrastructure Ontario will begin accepting applications from municipalities on December 2, 2024. County Councillor Lynch asked if the Town is planning to submit an application through this opportunity.
  - CAO Paquette noted that this program offers loan financing for infrastructure projects, rather than grant funding. As a result, staff did not submit an application at this time.
- Page 78 – The Government of Ontario is also providing \$400 million in funding to municipalities under the Housing-Enabling Core Servicing stream of the Municipal Housing Infrastructure Program to build maintain and repair core assets such as municipal roads, bridges and culverts that will enable the construction of new homes. County Councillor Lynch asked if the Town has received any of this funding for our new subdivisions.
  - CAO Paquette noted that this grant program closed in October 2024 and the Town did not submit an application as the grant program required expansion of existing road networks and the Town did not have any pending projects that met the program criteria.

**b) Correspondence Package No. A-24-DEC-16**

Resolution Number 412-24  
Moved by Chris Couper  
Seconded by Billy Denault

**That** the Correspondence Package Number A-24-DEC-16 be received and the recommendations outlined be brought forward for Council's consideration.

Resolution Carried

**15. By-laws & Resolutions**

**a) By-laws**

Resolution Number 413-24  
Moved by Chris Couper  
Seconded by Dan Lynch

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

- i. By-law No. 7542-24 – Adopt Town-Initiated Official Plan Amendment No. 9 (Bill 23 and 185)
- ii. By-law No. 7543-24 – Adopt Town-Initiated Zoning By-law Amendment No. 8/24 (Bill 23 and 185)
- iii. By-law No. 7544-24 – 2024 Occupational Health and Safety Statement
- iv. By-law No. 7545-24 – Appoint Integrity Commissioner and Closed Meeting Investigator
- v. By-law No. 7546-24 – Authorize Transfer Payment Agreement – Housing Enabling Water Systems Fund (HEWSF) Grant
- vi. By-law No. 7547-24 – Appoint Deputy Treasurer (L. Vincent)

Resolution Carried

Mayor Lisa McGee left the Council table at 8:39 PM, with Deputy Mayor assuming the role of chair in her brief absence.

**b) Resolutions**

**i. Emergency Management Program Committee – Annual Confirmation**

Resolution Number 414-24  
Moved by Billy Denault  
Seconded by Chris Couper

**Whereas** Ontario Regulation 380/04 establishes the minimum standards for emergency management programs required by municipalities and provincial ministries and supports the requirement in the Act for mandatory emergency management programs; and

**Whereas** O. Reg 380/04 provides that the emergency management program coordinator shall coordinate the development and implementation of the municipality's emergency management program; and

**Whereas** the emergency management program coordinator shall report to the Emergency Management Program Committee on the development and implementation of the municipality's management program, conduct an annual review of the program and make recommendations to council if necessary; and

**Whereas** the Emergency Management Program Committee at their meeting held on November 28, 2024, has reviewed the Emergency Management Program for the Town of Arnprior, and has verified compliance with the Emergency Management and Civil Protection Act and O.Reg 380/04;

**Therefore Be It Resolved That** the Emergency Management Program Committee recommends to Council support of the Town of Arnprior's emergency management program.

Resolution Carried

Mayor Lisa McGee returned to the Council table at 8:41 PM.

ii. **Municipal Grants Application – Arnprior Optimistic Women's Club (Disco Skate Event)**

Resolution Number 415-24  
Moved by Dan Lynch  
Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Arnprior Optimistic Women's Club; and

**Whereas** Arnprior Optimistic Women's Club is an eligible community organization under the Municipal Grants Policy and raises funds that are donated towards local initiatives supporting children, youth and their families;

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Arena Slab rental fees (value of approximately \$273.50 plus HST) for the 2024 Disco Skate Event to be held on Friday, December 20th, 2024; and

**Further That** Arnprior Optimistic Women's Club 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 Grants Application – ontrac Employment Resource Services (Job Fair)**

Resolution Number 416-24  
Moved by Chris Couper  
Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from ontrac Employment Resource Services; and

**Whereas** ontrac Employment Resource Services has hosted Job Fair events for many years and provides an opportunity for job seekers and employers to connect to discuss job opportunities and career development;

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$148.75 plus HST) for the 2025 Job Fair event to be held on Thursday, March 20th, 2025; and

**Further That** ontrac Employment Resource Services 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 Grants Application – Arnprior McNab/Braeside Men’s Shed (Community Christmas Craft Sale)**

Resolution Number 417-24  
Moved by Chris Couper  
Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Arnprior McNab/Braeside Men’s Shed; and

**Whereas** Arnprior McNab/Braeside Men’s Shed is an eligible not-for-profit organization under the Municipal Grants Policy and raises funds to support programming aimed at providing social and recreational opportunities for senior men in our community;

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$148.75 plus HST) for the Community Christmas Craft Sale which was held on November 24th, 2024;

**Further That** Arnprior McNab/Braeside Men’s Shed 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



v. **Municipal Grants Application – Optimist Club of Arnprior (2025 Optimist Winter Carnival)**

Resolution Number 418-24

Moved by Chris Toner

Seconded by Billy Denault

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Optimist Club of Arnprior; and

**Whereas** the Optimist Club of Arnprior is an eligible not-for-profit organization under the Municipal Grants Policy and supports local families and children by providing a full program of social and recreational activities that promote community wellness;

**Whereas** the annual Arnprior Optimist Club Winter Carnival will be hosted between Friday, January 10th, 2025 to Saturday, January 18th, 2025 at various locations across the Town of Arnprior; and

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall, Arena, Swimming Pool and McLean Avenue Ball Diamond rental fees (value of approximately \$8,293.00 plus HST) for the 2025 Optimist Winter Carnival between January 10th, 2025 and Saturday, January 18th, 2025; and

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

Resolution Carried

## 16. Announcements

Mayor Lisa McGee made the following announcements:

- Mayor McGee recognized one of the Town's longstanding employees, David Sholea, from the Waterworks branch of the Operations Department who has recently retired from the Town of Arnprior. David Sholea has been a member of the Town of Arnprior team since 1997 and Mayor McGee expressed her appreciation for his 27 years of service and best wishes for his retirement.
- Mayor McGee announced the official names of the Town's plows and sidewalk clearing equipment that were selected as part of a municipality-wide contest. The names were selected randomly by the Operations, Roads and Services team and included the following:
  - Buzz Ice-Clear

- Clearopathra
  - Elsa the Snow Queen
  - Han Snowlo
  - Mr. Plow
  - Plowzilla
  - Snowmoresaurus
  - Scoop Dogg
  - Snow Picker Upper 5000
- Mayor McGee also wished all Members of Council, staff and local residents a Happy Holiday season and Merry Christmas as we head into the festive season over the coming weeks.

County Councillor Dan Lynch made the following announcements:

- County Councillor Lynch welcomed Pizza Hut to Arnprior and wished them all the best.
- County Councillor Lynch attended the Penny Stashick Ugly Christmas Sweater Walk on Saturday, December 7<sup>th</sup>, 2024 and reported that the event's fundraising has increased the CT Scanner Campaign results to 97% of their total campaign goal.
- Residents are able to sponsor a seat in the revitalization Nick Smith Centre Arena for \$500.00 (including all taxes and fees). Residents can complete their purchase until May 1<sup>st</sup>, 2025 at <https://fanforlife.eventbrite.ca/>.
- County Councillor Lunch wished everyone a very Merry Christmas and a Healthy, Prosperous 2025.

#### **17. Media Questions**

None

#### **18. Closed Session**

None

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

Resolution Number 419-24

Moved by Chris Couper

Seconded by Chris Toner

**That** By-law No. 7548-24, being a By-law to confirm the proceedings of the Regular Meeting of Council held on December 9<sup>th</sup>, 2024, be and is hereby enacted and passed.

Resolution Carried

## **20. Adjournment**

Resolution Number 420-24  
Moved by Dan Lynch  
Seconded by Billy Denault

**That** this meeting of Council be adjourned at 8:48 PM.

Resolution Carried

## **Signatures**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



# 2024

## The Year of “How to”

Emily Stovel

Manager of Culture/Curator  
Arnprior and District Museum

January 13<sup>th</sup>, 2025





# Arnprior + District Museum

- **Our Community Museum** collaboratively explores art, science, and history in innovative ways.
- The **Community** thereby leverages past experiences to understand the present and plan for the future together.
- This occurs via **Exhibits** that work with **Community Belongings** for impactful and transformational storytelling.
- **Interactive Programs** immerse neighbours in diverse experiences and ways of knowing, challenging received wisdom.
- **Operations, Facilities, and Staff** allow this transformational process to take place in careful, respectful ways.
- Because of these resources and skills, the Museum is the best hub for **Cultural Planning, Programs, and Events**.



# 2024 Museum Overview

- **New internal documents:** staff handbook, annual calendar, school tour development
- **New space use:** modular set ups, more flexible exhibit spaces, more collections space, new storage systems for programming equipment
- **New digital presence:** new collections portal, website revisions
- **New collaborations:** co-created programming and exhibits, after school programming, FIRST Lego League tournament, and CNM partnerships.
- **New operations:** governance (CDAC) and policies under way (cultural planning), new open hours



# Programs

- #CultureInArnprior speaker and workshop series in the Spring and the Fall
- Walter Zadow UNDRIP project
- Storytelling events and presentations at Sawmill Flats and Islandview.
- After school collaboration with the Recreation Department
- Collaboration with homeschool families on visual stories for belongings and the museum as a whole
- Learn to Sew
- Summer Camp
- Two movie screenings
- Drag Make-Up storytelling event
- Vintage Flea
- FIRST Lego League
- Dia de los Muertos
- Witch Walk Participation
- Op Shop Coat Sale and Festivus Fair
- Noche Latina



# Programs







# Programs





# Community Belongings

- Finished the digitization project
- Migration to new online portal
- New off-site storage location provided space for collections management
- New transfer protocol with AMBA



# Community Belongings





# Exhibits

- #hopeandhealing fibre installation with Tracey Mae Chambers
- 1930s cooking exhibit
- Outdoor WWI exhibit
- Indoor WWII coming up.
- Remembrance Day
- Op Shop 50<sup>th</sup> Anniversary



# 2024 Cultural Night Market

- **Event Mission:** Our Cultural Night Market showcases artists, vendors, and artisans from a variety of cultures to celebrate the rich diversity of Arnprior and beyond.
- 10 performances
- Over 60 vendors
- 1200 attendees (est.)
- 3 Sponsors:
  - Conseil des Ecoles Catholiques de Centre-Est (CECCE)
  - Canadian Nuclear Laboratories (CNL)
  - Northern Credit Union



# CNM 2024





# Operations

- Successful YCW and CMOG grants
- New staff handbook drafted
- New Emergency Plan approved
- Coop students and volunteers from Algonquin, Willis and Hertzing Colleges and ADHS worked alongside community volunteers.
- New community curation planning document
- New retention process and electronic records management practices



# Staff and Volunteers





# Questions?



• WHERE THE RIVERS MEET •



## Town of Arnprior Staff Report

**Subject:** Zoning By-law Amendment No. 6/24 – 400 Division Street

**Report Number:** 25-01-13-01

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

**Department:** Community Services

**Meeting Date:** January 13, 2025

---

### Recommendations:

**That** Council does not approve an application to amend Zoning By-law 6875-18 to allow construction of a sales office / model home prior to draft plan approval for land legally described as McNab Concession A, part of Lot 5.

**Further That** the following reasons be provided to the applicant for the refusal:

- That the Town of Arnprior is not the approval authority for Draft Plan of subdivision.
- Given that draft plan of subdivision approval can be denied by the County of Renfrew as the approval authority when considering comments from all reviewing agencies, it would be premature of the Town of Arnprior to permit a model home/sales office prior to approval of draft plan of subdivision.

**Further That** Council has considered all written and oral submissions received on this application, the effect of which has helped Council make an informed decision.

### Background:

**Owner:** Campbell Farm Regional Inc.

**Description of Subject Lands:** Lands at the south corner of Division Street and Baskin Drive West.

**Legal Description:** McNab Concession A, part of Lot 5

**Area of Land:** 21.27 ha

**Existing Structures:** Existing barn

**Official Plan:** Low/Medium Density Residential and Environmental Protection Area

**Zoning:** Future Development

400 Division and the subject property are the subject of a current application for draft plan approval of a subdivision (47-T-24005). The application was deemed complete by the County of Renfrew on October 18, 2024.

The County of Renfrew is the approval authority for draft plan of subdivision. The County of Renfrew has circulated the application for draft plan approval to the Town of Arnprior and additional reviewers including but not limited to utility providers, MTO, and school boards. Review of the subdivision application by the Town of Arnprior is currently underway

Town of Arnprior staff will review the proposed subdivision development and provide feedback on the application and plans that may require rounds of revision by the development team. Once staff are satisfied that the application, plans and supporting documents demonstrate that the development can meet applicable policies and provisions, staff will recommend draft plan conditions to Council for consideration. Once Council has approved the draft plan conditions, they can be sent to the County for their consideration regarding draft plan approval of the subdivision along with comments and conditions from other reviewers. The County of Renfrew can issue draft plan approval including any conditions from the Town of Arnprior or other reviewers.

The Section 4.16 of the Zoning By-Law currently includes the following provisions:

- b) "Nothing in this by-law shall prevent the use of land for a temporary sales office or model home.
- c) The temporary sales office or model home must be located on lands that are subject to a draft approved plan of subdivision, plan of condominium or an approved site plan control agreement under the Planning Act."

### **Summary of Proposal**

The applicant is seeking an amendment to change the zoning of the subject property from Future Development zone to Future Development zone exception 48 (FD\*48) to permit a sales office/model home to be constructed once the Council of the Town of Arnprior has approved draft plan conditions but prior to receiving draft plan approval from the County of Renfrew.

### **Context**

The subject lands are located east of Highway 417, south of Division Street, and west of Baskin Drive West as per the Key Map in Figure 1.

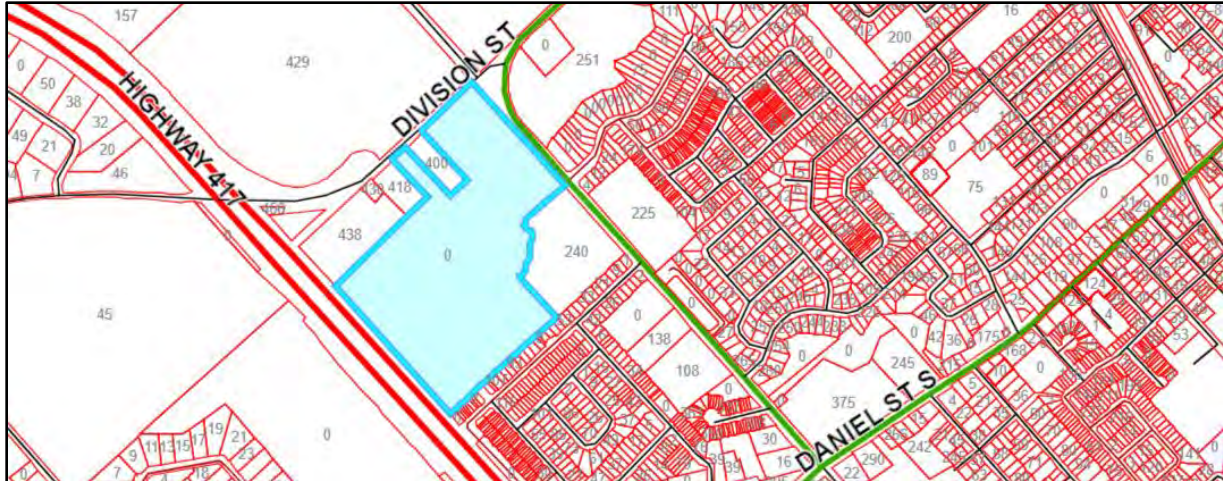


Figure 1: Key Map showing the location of the subject lands.

## **Discussion:**

### **Provincial Planning Statement, 2024**

There are no PPS policies which relate to sales offices/model homes.

More generally, residential development of the site is consistent with the PPS. The subdivision application will be reviewed against the applicable PPS policies as part of the subdivision review to ensure the design of the subdivision is consistent with the PPS.

### **Official Plan Policies**

The subject property is designated a combination of Low/Medium Density Residential Area and Environmental Protection.

The intent of the Low/Medium Density Residential Area designation is to provide for a range of new housing types and forms to meet projected housing needs while achieving more compact forms of residential development, and that new residential areas permit complementary and compatible land uses including community facilities and open space.

A detached dwelling, which the model home would become once it was no longer used as a sales office/model home, is permitted in the Low/Medium Density Residential Area designation.

The Environmental Protection Area Designation applies to an area along the Robert Scheel Award Drain. The Environmental Protection policies which prohibit development in the Environmental Protection designation will continue to apply.

Official Plan policies for water resources (D1.13) require any new development to be setback minimum 30 m from the highwater mark of a surface water feature. The proposed model home location is more than 30 m from the award drain.

### **Zoning By-law Provisions**

The current zoning of the land is Future Development Zone. The Future Development Zone permits the following uses:

- Legally existing uses as of the effective date of this by-law

Section 4.16 of the Zoning By-Law currently includes the following provisions:

- b) “Nothing in this by-law shall prevent the use of land for a temporary sales office or model home.
- c) The temporary sales office or model home must be located on lands that are subject to a draft approved plan of subdivision, plan of condominium or an approved site plan control agreement under the Planning Act.”

The requested zoning by-law amendment is to change the zoning of the subject property from Future Development zone to Future Development zone exception 48 (FD\*48) to permit a sales office / model home to be constructed once the Council of the Town of Arnprior has approved draft plan conditions but prior to receiving draft plan approval from the County of Renfrew.

For houses in a subdivision, not including the model home subject to this provision, the following must be completed prior to a building permit being issued for a house:

1. Draft plan approval must be approved;
2. All conditions of draft plan approval need to be met and cleared by the various agencies;
3. Any necessary zoning by-law amendments need to have been approved;
4. Any necessary official plan amendments need to have been approved;
5. The county must sign off on the subdivision survey plan;
6. The applicant must enter into a subdivision agreement with the municipality that is then registered on title; and
7. The subdivision agreement may require servicing or road construction to have reached an identified milestone prior to any permit issuance.

Section 4.16 was included in the zoning by-law to allow a model home for proposed developments following draft plan approval but prior to obtaining all other necessary approvals listed above. This recognizes the preference of developers to have a sales

office or model home on the development lands in order to presell homes/units as additional approvals are obtained.

The applicant has requested an amendment to allow a permit for a model home to be issued prior to draft plan approval as required by section 4.16 of the zoning by-law (above) but following approval of the Town of Arnprior's recommended draft plan approval conditions. Once Council has approved the recommended draft plan conditions, they can be sent to the County for their consideration regarding draft plan approval of the subdivision along with comments and conditions from other reviewers. The County of Renfrew can issue draft plan approval including any conditions from the Town of Arnprior or other reviewers.

As the approval authority, the County of Renfrew considers comments and proposed draft plan conditions from a variety of reviewers and stakeholders including the Town of Arnprior. Comments or recommended conditions from a variety of reviewers could impact whether draft plan approval is granted or not and what conditions are imposed if draft plan approval is granted. Once the County of Renfrew has granted draft plan approval the Town of Arnprior, the applicant, the Minister of Municipal Affairs and Housing, and specified persons and public bodies have an opportunity to appeal the decision of the County, and the draft plan conditions imposed.

Since the Town of Arnprior is only recommending draft plan conditions and is not the approval authority and since comments from other reviewers could impact whether draft plan approval is granted or have an impact on the subdivision layout it is staff's opinion that permitting a model home prior to draft plan approval of a subdivision would be premature.

Planning can be a complicated process and staff strive for clear communication, transparency and consistency in the planning process. Staff are consistent in advising the public that all necessary approvals must be in place prior to a project proceeding and that those approvals will follow the processes as set out in the Planning Act. Allowing a model home to be constructed prior to draft plan approval contradicts the messaging we have been striving to communicate that before development can proceed it must obtain necessary approvals.

The existing zoning provision, allowing a model home once draft plan approval is obtained, balances the preference of developers to be able to build a model home/sales office to sell units, with the approvals necessary for the development to move ahead. Allowing a model home prior to draft plan approval from the County would send the message that the subdivision was a done deal before the approval authority, the County of Renfrew, had made a decision considering all public comments received and comments and recommended conditions from reviewing agencies and prior to the closing of the appeal period.

Staff are not recommending approval of the requested site-specific zoning by-law amendment to allow a model home after the Town of Arnprior has approved recommended draft plan conditions but prior to obtaining draft plan approval from the

County of Renfrew.

### **Process**

Notice of a public meeting was sent to all property owners within 120 m of the subject property and to required agencies and individuals.

The public meeting was held on December 9, 2024. There were no comments from members of the public.

Following a decision by Council, staff will circulate notice of the decision as required under the Planning Act which will begin the 20-day appeal period. If no appeals are received, the decision is final at the end of the appeal period.

### **Options:**

1. Approve the zoning by-law amendment as requested

### **Policy Considerations:**

As outlined above.

### **Financial Considerations:**

Not Applicable

### **Meeting Dates:**

1. Council direction – November 12, 2024 (Application Received)
2. Public Meeting – December 9, 2024
3. Council decision – January 13, 2025

### **Consultation:**

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

No comments have been received.

### **Consultations:**

Notice of the application and public meeting were circulated to all property owners within 120 of the subject lands, posted on site, and on the Town's website a minimum 20 days prior to the public meeting. Notice was also circulated to commenting agencies

listed above.

Notice of Council's decision will be circulated to the applicant, anyone who requested notice of the decision from the Clerk of the County of Renfrew, and the Ministry of Municipal Affairs and Housing, as required under the Planning Act.

### **Documents:**

1. [Proposed subdivision draft plan](#)
2. [Planning justification letter from the applicant](#)
3. [Model home draft landscape plan](#)

### **Signatures**

**Reviewed by Department Head:** Alix Jolicoeur

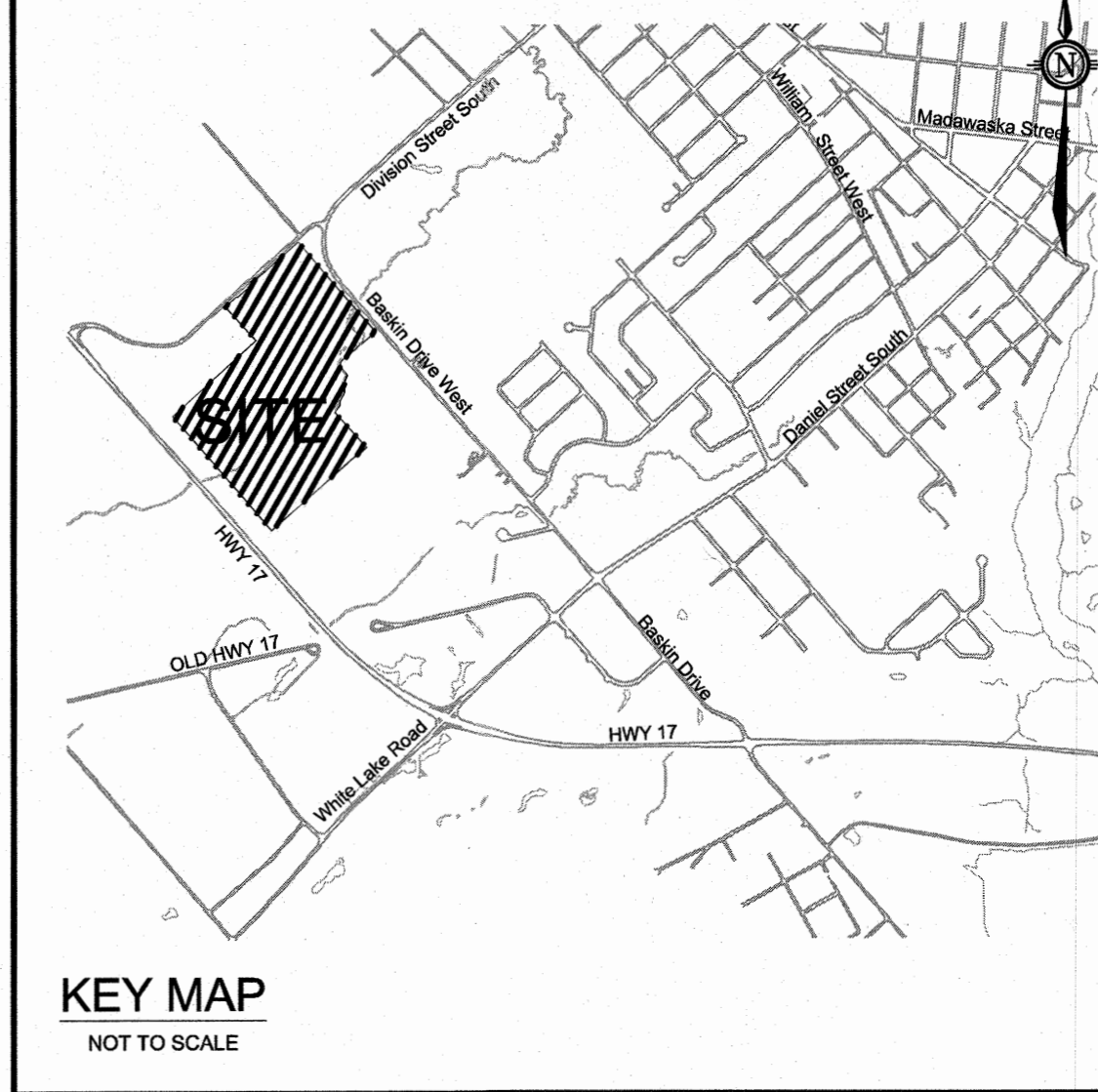
**Reviewed by General Manager, Client Services/Treasurer:** Jennifer Morawiec

**CAO Concurrence:** Robin Paquette

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

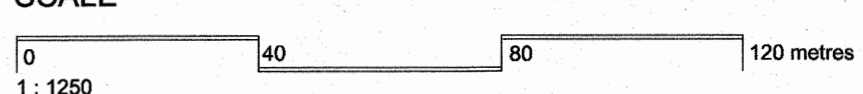


BLOCK #s	LAND USE	UNITS	AREA (hectares)
1 - 150	Residential - Single Family	150	6.72
151 - 163	Residential - Townhome	108	2.92
164	Residential - Medium Density	14	0.60
165 - 166	Park		0.98
167	SWM		0.95
168 - 172	Open Space		4.82
173 - 175	Pathway		0.10
176	Future Road Allowance		0.07
177	Transfer Block		0.05
178 - 179	Road Widening		0.06
	Roads		4.92
<b>TOTAL</b>			<b>22.19</b>



METRIC : MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DRAFT PLAN OF SUBDIVISION OF  
**LOT 5  
 CONCESSION A**  
 Geographic Township of McNAB  
 TOWN OF ARNPRIOR  
 COUNTY OF RENFREW  
 SCALE



DATE: SEPTEMBER, 2024

**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO ADJOINING LANDS ARE CORRECTLY SHOWN.  
 DATED **SEPT 24, 2024**  
  
 Simon Kasprzak  
 ONTARIO LAND SURVEYOR  
 Adam Kasprzak Surveying Ltd.  
 ONTARIO LAND SURVEYORS 23-2116

**OWNER'S CERTIFICATE**  
 IWWE, CAMPBELL FARM REGIONAL INC., BEING THE REGISTERED OWNER(S), HEREBY AUTHORIZE NOVATECH TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE COUNTY OF RENFREW FOR REVIEW AND APPROVAL.  
 DATED **September 25, 2024**  
  
 David Kardish (Assistant Secretary)  
 I have the authority to bind the corporation

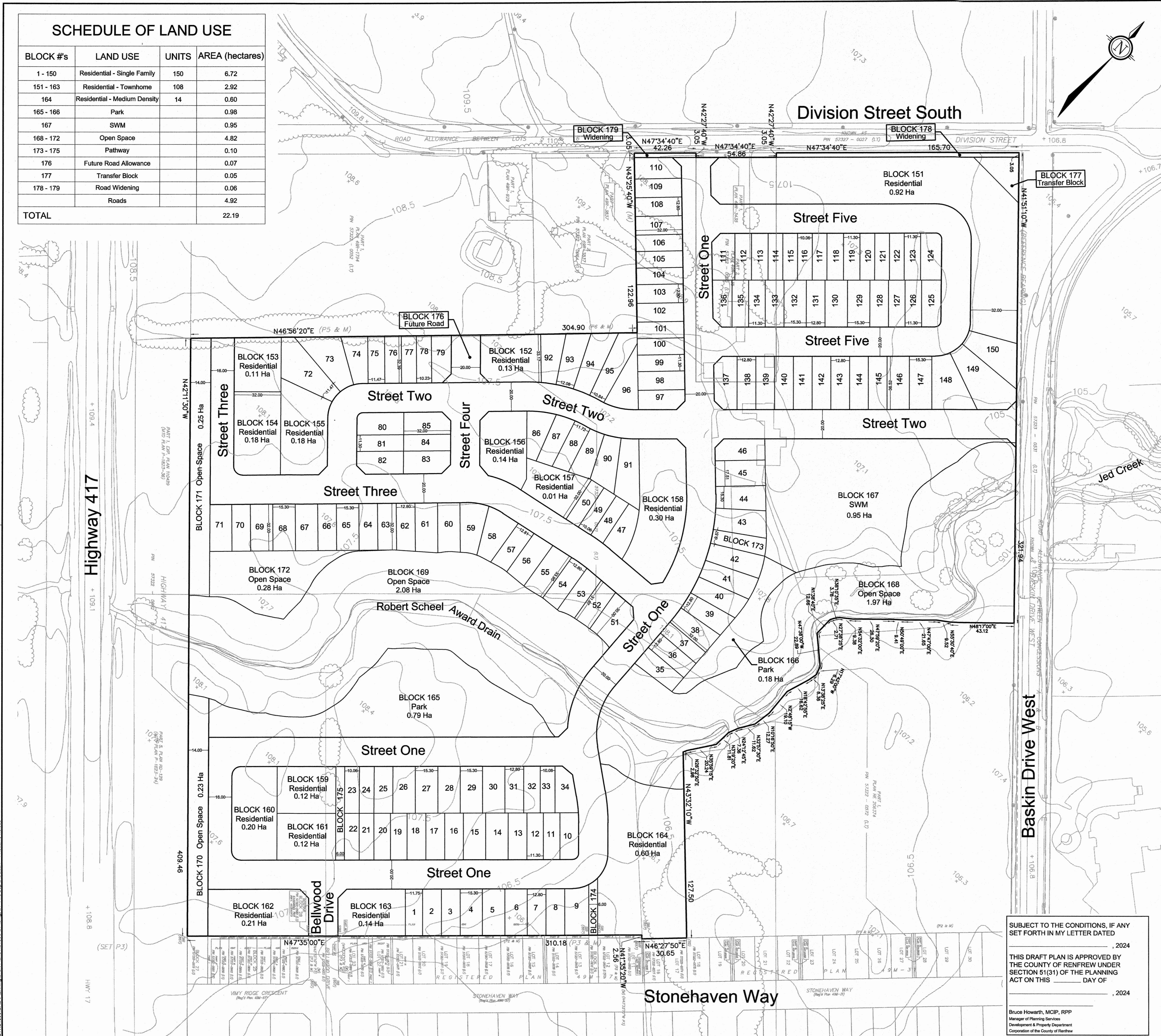
- ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE PLANNING ACT.**
- A) The boundaries of the land proposed to be subdivided, certified by an Ontario Land Surveyor. **As shown on Draft Plan**
  - B) The location, width & names of the proposed highways within the proposed subdivision & of existing highways on which the proposed subdivision abuts. **As shown on Draft Plan**
  - C) On a small supply, or a scale of not less than 1cm to 100m, all of the land adjacent to the proposed subdivision that is owned by the applicant or in which the applicant has an interest, every subdivision adjacent to the proposed subdivision & the relationship of the boundaries of the land to be subdivided to the boundaries of the township lot of other original grant of which the land forms the whole part. **As Shown on Draft Plan**
  - D) The purpose for which the proposed lots are to be used. **Residential, Park, and Stormwater Management shown on Draft Plan**
  - E) The existing uses of all adjoining lands. **Residential, and Rural shown on Draft Plan**
  - F) The approximate dimensions & layout of the proposed lots. **As shown on Draft Plan**
  - G) Names & artificial features such as buildings or other structures or installations, railways, highways, watercourses, drainage ditches, wetlands & wooded areas within or adjacent to the land proposed to be subdivided. **As shown on Draft Plan**
  - H) The availability and return of domestic water supplies. **Development will be supplied with full municipal piped water service**
  - I) The nature & quality of the soil. **Native Silty Clay overlying Glacial Till and Inferred Bedrock.**
  - J) Existing contours or elevations as they may be required to determine the grade of the highways and the drainage of the land proposed to be subdivided. **Contours shown at 0.5 metre intervals on Draft Plan**
  - K) The municipal services available to be provided to the land proposed to be subdivided. **Development will be supplied with full sanitary and storm water sewer services.**
  - L) The nature & extent of any restrictions affecting the land proposed to be subdivided, including restrictive covenants or easements, 1994, c. 23, s. 30, 1998, c. 6, s. 29 (21). **As shown on Draft Plan.**

**400 DIVISION STREET  
 CAMPBELL FARM SUBDIVISION**

**NOVATECH**  
 Engineers, Planners & Landscape Architects  
 Suite 200, 240 Michael Cowpland Drive  
 Ottawa, Ontario, Canada K2M 1P6  
 Telephone (613) 254-9643  
 Facsimile (613) 254-5867  
 Website www.novatech-eng.com

PROJECT No. 121306

SUBJECT TO THE CONDITIONS, IF ANY SET FORTH IN MY LETTER DATED \_\_\_\_\_, 2024  
 THIS DRAFT PLAN IS APPROVED BY THE COUNTY OF RENFREW UNDER SECTION 51(31) OF THE PLANNING ACT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024  
 Bruce Howarth, MCIP, RPP  
 Manager of Planning Services  
 Development & Property Department  
 Corporation of the County of Renfrew



October 23, 2024

Town of Arnprior  
105 Elgin St. West  
Arnprior, ON K7S 0A8

**Attention: Alix Jolicoeur, Manager of Community Services/Planner**

**Reference: 47T24005 – 400 Division Street  
Zoning By-law Amendment for Model Home / Sales Office  
Our File No.: 121306**

---

Novatech has prepared this letter in support of a Zoning By-law Amendment to allow for a Model Home / Sales Office to be constructed on the above site *prior* to Draft Plan approval. Section 4.16 c) of the Town of Arnprior Zoning By-law requires that a Model Home / Sales Office be constructed *after* Draft Plan approval. The letter describes the proposed Model Home / Sales Office and the required Zoning By-law Amendment and provides a high level planning assessment.

Draft Plan of Subdivision and Zoning By-law Amendments have been filed for a residential subdivision that will comprise single detached, semi-detached and townhouse dwellings, a medium density block, two park blocks and a stormwater management pond. The applications were deemed complete on October 18, 2024 and Draft Plan approval is expected in the first half of 2025.

Based on the above, the Model Home / Sales Office is required prior to Draft Plan approval in order to secure pre-sales. The developer proposes to build the Model Home / Sales Office in early February 2025. The builder does not have access to other land in Arnprior where a sales office could be located. Using an existing building in Arnprior was explored, but a suitable building could not be found. Recognizing that a level of certainty of future Draft Plan approval is required, the applicant proposes that the Zoning By-law Amendment only allow for a Model Home / Sales Office to be permitted once the Town of Arnprior has issued Draft Plan conditions (i.e., prior to the County conditions and approval).

### **Site Description and Surrounding Uses**

The Model Home / Sales Office will occupy two of the proposed lots in the proposed subdivision referred to above, being Lots 45 and 46 on the most recent Draft Plan as shown at Figure 2. The broader property being subdivided is a 22.19 ha parcel between Division Street South, Baskin Drive West and Highway 417 in the northwest corner of Arnprior, as shown at Figure 1 below.

To the **north** of the 22.19 ha parcel are three single detached dwellings, at 418, 430 and 438 Division Street. North of Division Street is farmland that is outside the urban area of Arnprior in the Township of McNab/Braeside. To the **east** across Baskin Drive West is the recently built AJ Charbonneau Public School, a residential subdivision on Leo Moskos Street nearing completion, Jed Creek and a vacant parcel zoned Future Development. To the **south** are the rear lot lines of dwellings fronting on to Stonehaven Way and Vimy Ridge Crescent. There is a road stub connecting to the Subject Site to allow Bellwood Drive to continue north. Between 69 and 73 Stonehaven Way is a pathway and servicing block connecting Stonehaven Way to the Subject Site. To the **southeast** is the recently built École élémentaire catholique a Arnprior.

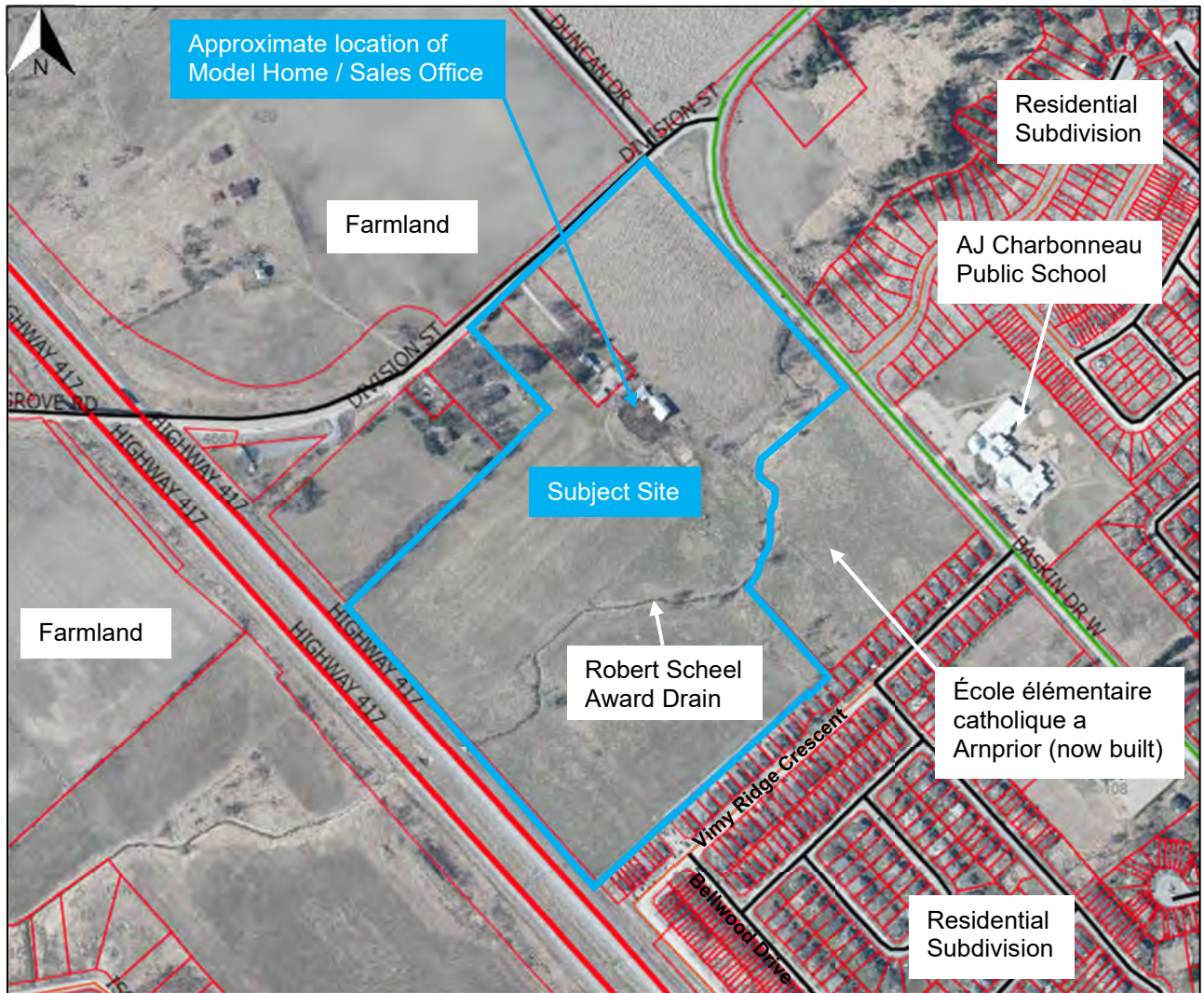


Figure 1: Subject Site and Surrounding Area

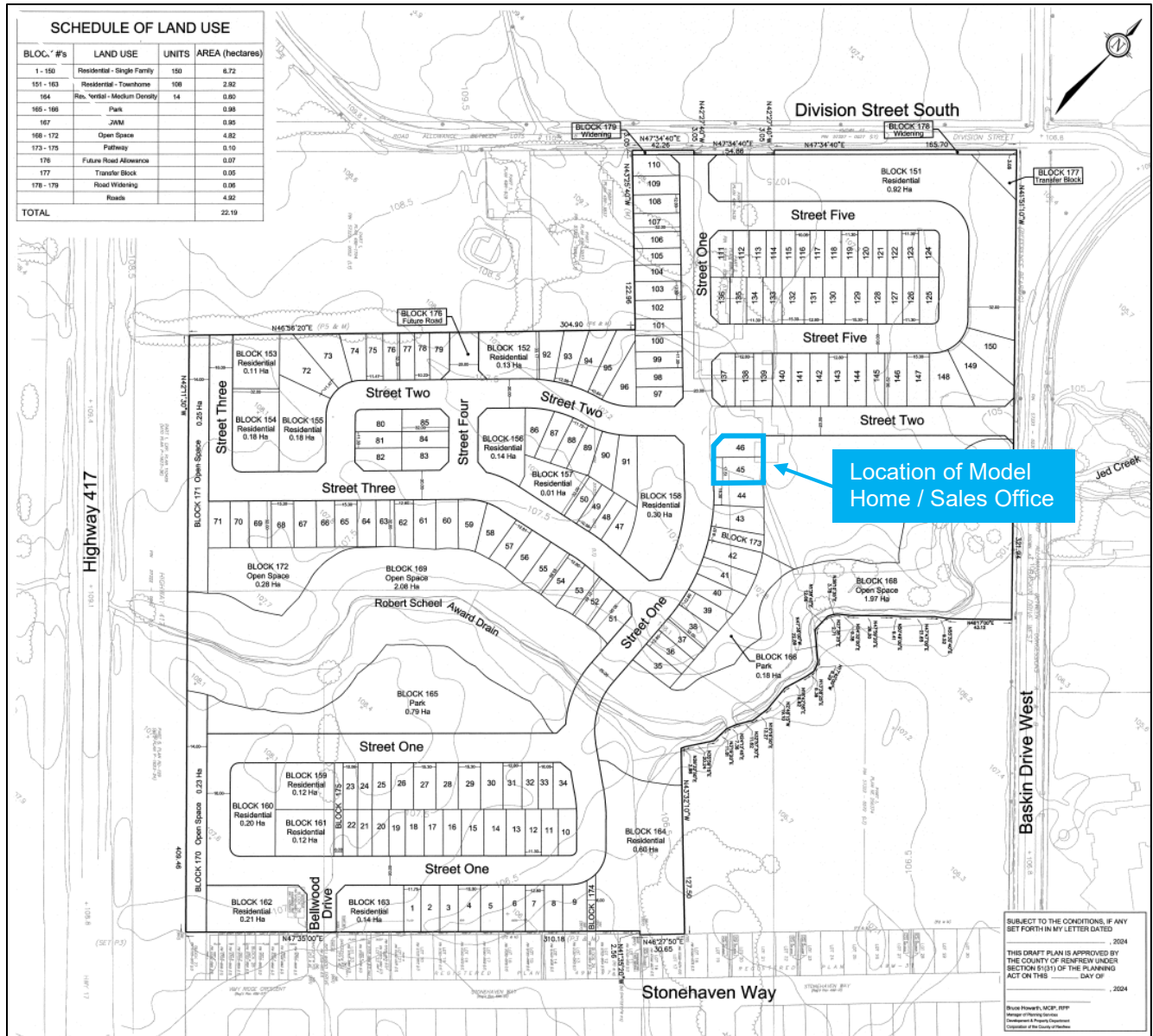


Figure 2: Draft Plan highlighting Lots 45 and 46

## Proposed Model Home / Sales Office

The Model Home / Sales Office will be located on Lot 45 on the Draft Plan. A gravel parking lot for seven cars will be located on the neighbouring Lot 46. When the Model Home / Sales Office is no longer required, detached dwellings connected to municipal services will be built on both lots. The area surrounding the Model Home / Sales Office and parking lot will be landscaped as shown on the plan (Figure 3 below). Four signs will be provided. Lighting in the parking lot will be solar powered.

The Model Home / Sales Office will be on private services until municipal services are available. It would be serviced by sanitary and water holding tanks and a dry well. Further servicing details will be confirmed at Building Permit stage.

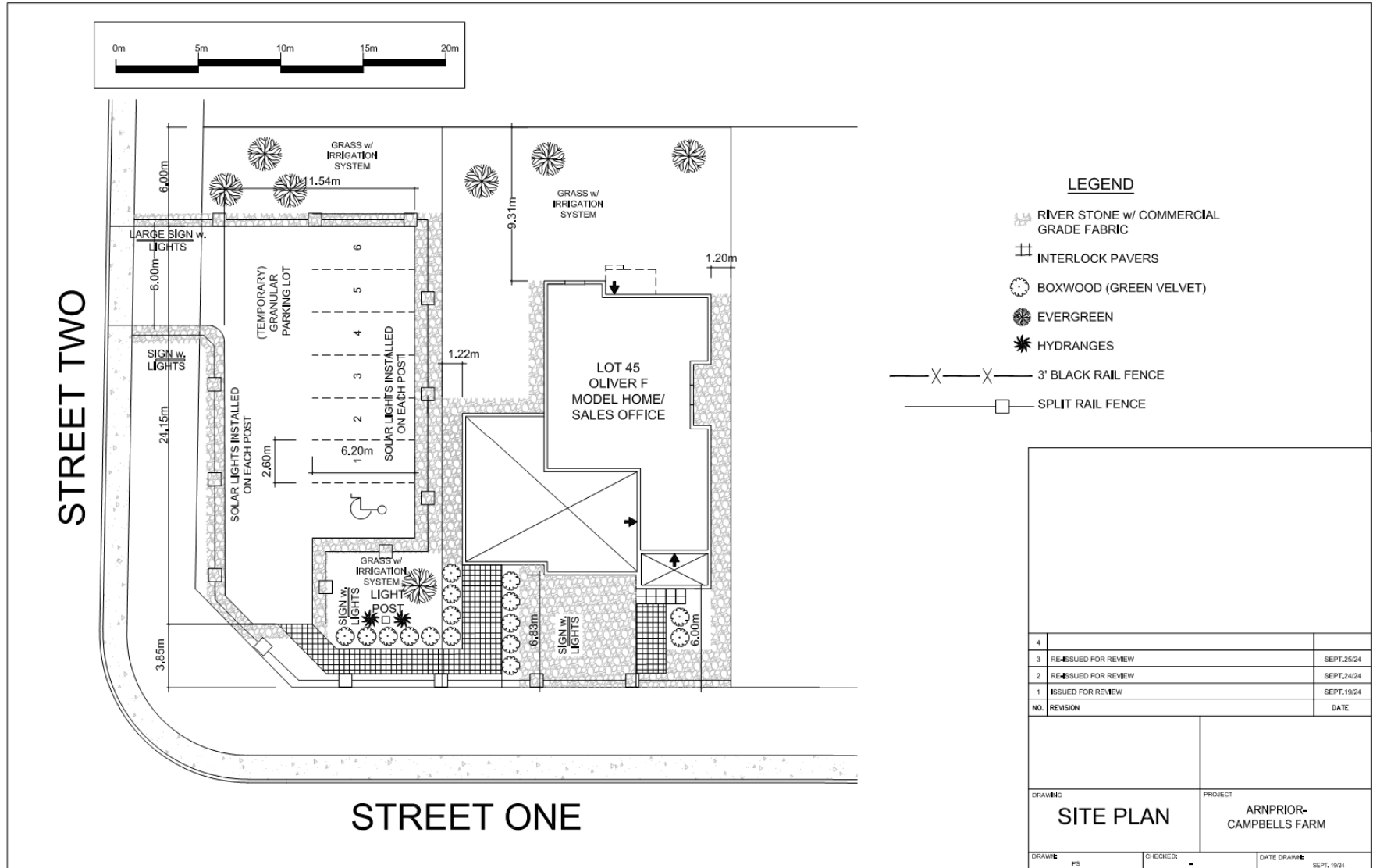


Figure 3: Proposed Model Home / Sales Office

## Planning Assessment

### Provincial Policy Statement 2024

Section 3 of the *Planning Act* requires that decisions affecting planning matters “shall be consistent with” the policies of the *Provincial Policy Statement* (PPS). The relevant provisions of the PPS are assessed below.

### **Chapter 2: Building Homes, Sustaining Strong and Competitive Communities**

The proposed Model Home / Sales Office for a residential subdivision is consistent with policies in this chapter, specifically policy 1 in Section 2.2 which provides policies on housing:

*1. Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by:*

*b) permitting and facilitating:*

*1. all housing options required to meet the social, health, economic and wellbeing requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and*

### **Chapter 4: Wise Use and Management of Resources**

Section 4.2 of the PPS provides policies on Water.

*2. Development and site alteration shall be restricted in or near sensitive surface water features and sensitive ground water features such that these features and their related hydrologic functions will be protected, improved or restored, which may require mitigative measures and/or alternative development approaches.*

Section 4.3 of the PPS provides policies on Agriculture.

#### *4.3.1 General Policies for Agriculture*

*2. As part of the agricultural land base, prime agricultural areas, including specialty crop areas, shall be designated and protected for long-term use for agriculture.*

Section 4.4 of the PPS provides policies on Minerals and Petroleum.

#### *4.4.1 General Policies for Minerals and Petroleum*

*1. Minerals and petroleum resources shall be protected for long-term use.*

Section 4.5 of the PPS provides policies on Mineral Aggregate Resources.

#### *4.5.1 General Policies for Mineral Aggregate Resources*

*1. Mineral aggregate resources shall be protected for long-term use and, where provincial information is available, deposits of mineral aggregate resources shall be identified.*

**None of the above exist on or adjacent to the subject site.**

Section 4.6 of the PPS provides policies on Cultural Heritage and Archaeology.

*1. Protected heritage property, which may contain built heritage resources or cultural heritage landscapes, shall be conserved.*

*2. Planning authorities shall not permit development and site alteration on lands containing archaeological resources or areas of archaeological potential unless the significant archaeological resources have been conserved.*

**An Archaeological Resource Assessment was filed with the Draft Plan and Zoning By-law Amendment applications.**

## **Chapter 5: Protecting Public Health and Safety**

### **5.1 General Policies for Natural and Human-Made Hazards**

#### Protecting Public Health and Safety

Section 5.2 of the PPS provides policies on Natural Hazards.

*2. Development shall generally be directed to areas outside of:*

*a) hazardous lands adjacent to the shorelines of the Great Lakes - St. Lawrence River System and large inland lakes which are impacted by flooding hazards, erosion hazards and/or dynamic beach hazards;*

*b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and*

*c) hazardous sites.*

**The proposal is not occurring within natural hazard lands or sites.**

Section 3.2 of the PPS provides policies on Human-Made Hazards.

*1. Development on, abutting or adjacent to lands affected by mine hazards; oil, gas and salt hazards; or former mineral mining operations, mineral aggregate operations or petroleum resource operations may be permitted only if rehabilitation or other measures to address and mitigate known or suspected hazards are under way or have been completed.*

*2. Sites with contaminants in land or water shall be assessed and remediated as necessary prior to any activity on the site associated with the proposed use such that there will be no adverse effects.*

**Phase 1 and 2 Environmental Site Assessments were filed with the Draft Plan and Zoning By-law Amendment applications.**

County of Renfrew County Official Plan

The Subject Site is designated Urban Community on Schedule A (McNabb Braeside Enlargement). The Model Home / Sales Office and the broader residential subdivision is consistent with this designation.

Town of Arnprior Official Plan

Schedule A (Land Use) of the Official Plan (OP) classifies the Subject Site as Low / Medium Density Residential, subject to Section C2 of the OP. *Schedule B (Transportation)* identifies Highway 417 as a *Freeway* and Baskin Drive West as an *Arterial*. *Schedule C (Natural Hazards and Heritage Areas)* identifies a Natural Area along the Robert Scheel Award Drain. It is classified as: “9 - *Natural Corridors Creek valleys that wind through neighbourhoods are already protected to some extent, but need recognition as valuable habitat corridors and linear natural areas.*”

**The proposed Model Home / Sales Office for the residential subdivision is consistent with the objectives of the Low / Medium Density Residential designation and the policies at C2.4. It is adequately setback from the Robert Scheel Award Drain.**

Town of Arnprior Zoning By-law 6875-18

The Subject Site is currently zoned Future Development (FD). Although a separate Zoning By-law Amendment has been filed to rezone the Subject Site to zones suitable for development, this zoning is not yet in place. *The Future Development (FD) Zone recognizes existing uses on date of passing of this By-law. Future development on lands within this Zone will require an amendment to the Zoning By-law.*

Notwithstanding that this Zoning By-law Amendment will permit the proposed Model Home / Sales Office, it is also currently a permitted use pursuant to Section 4.16 b) of the Zoning By-law:

*b) Nothing in this By-law shall prevent the use of land for a temporary sales office or a model home.*

Below is an assessment against the provisions of *Table 9.8.2: Future Development Zone Standards*.

Standard	Requirement	Provided
Minimum Required Front Yard	6.0 m	6.83 m
Minimum Required Rear Yard	7.5 m	9.31 m
Minimum Required Interior Side Yard	1.2 m	1.2 m
Minimum Required Exterior Side Yard	3.0 m	16.0 m
Maximum Height	11.0 m	9m (approximate)



## Proposed Zoning By-law Amendment

A site specific amendment is suggested with wording to the effect that Section 4.16 c) does not apply.

Recognizing that a level of certainty of approval of the broader subdivision is required, the applicant proposes that the Zoning By-law Amendment text allow for a Model Home / Sales Office to only be permitted once the Town of Arnprior has issued Draft Plan conditions (i.e., prior to the County approval and conditions).

## Conclusion

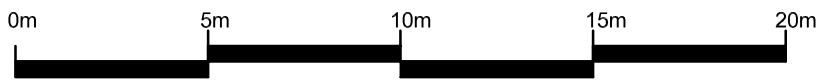
It is our assessment that the proposed development is consistent with the Provincial Policy Statement and conforms to both the County of Renfrew Official Plan and the Town of Arnprior Official Plan. The Zoning By-law Amendment can be approved as it is for temporary use that can be adequately serviced and will facilitate development of a residential subdivision.

Sincerely,

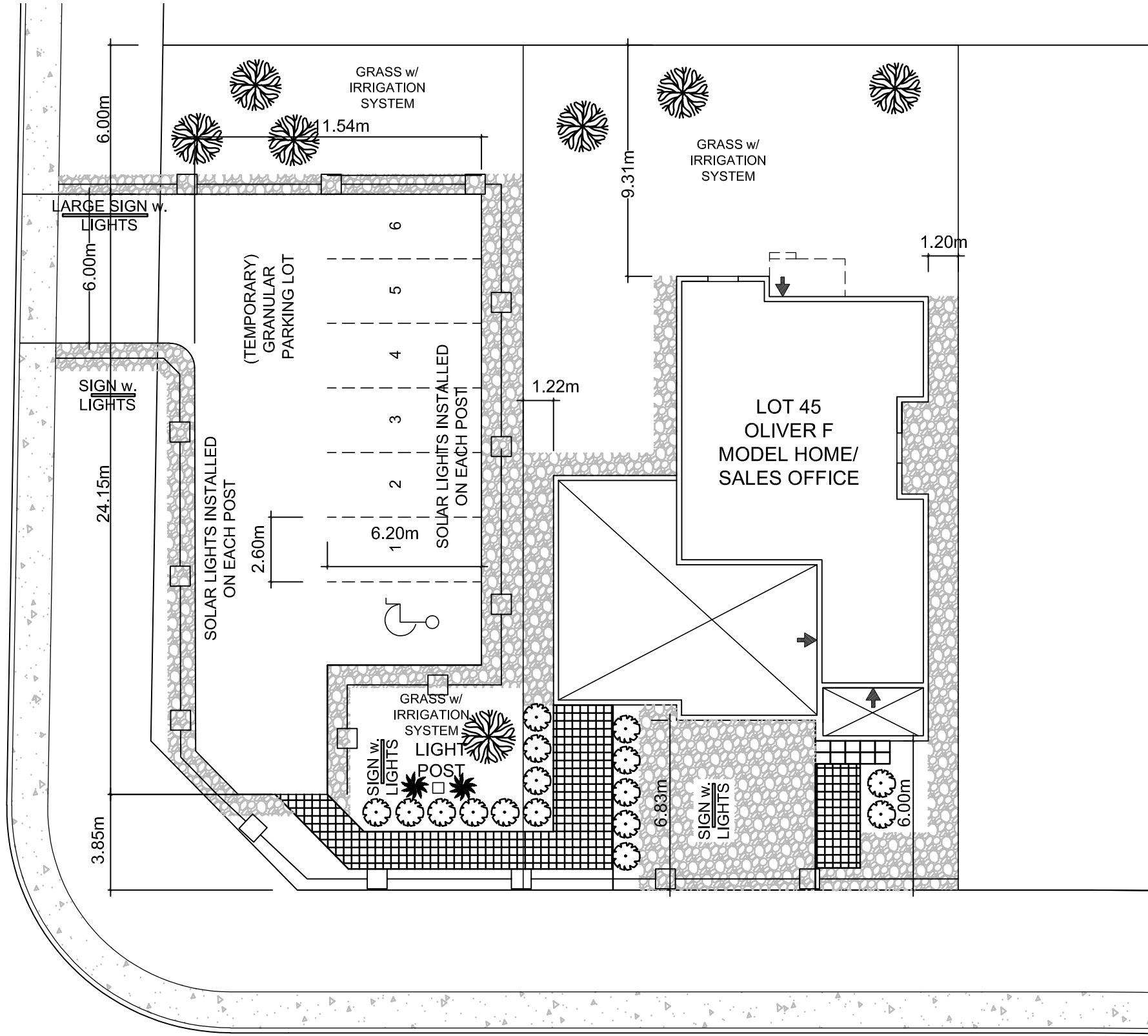
**NOVATECH**



James Ireland, MCIP, RPP  
Project Manager



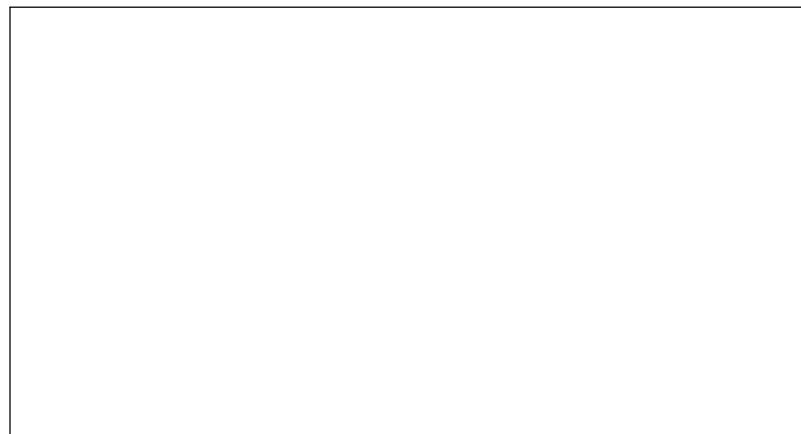
STREET TWO



STREET ONE

**LEGEND**

- RIVER STONE w/ COMMERCIAL GRADE FABRIC
- INTERLOCK PAVERS
- BOXWOOD (GREEN VELVET)
- EVERGREEN
- HYDRANGES
- 3' BLACK RAIL FENCE
- SPLIT RAIL FENCE



NO.	REVISION	DATE
4		
3	RE-ISSUED FOR REVIEW	SEPT.25/24
2	RE-ISSUED FOR REVIEW	SEPT.24/24
1	ISSUED FOR REVIEW	SEPT.19/24

DRAWING	PROJECT
<b>SITE PLAN</b>	ARNPRIOR-CAMPBELLS FARM

DRAWN:	CHECKED:	DATE DRAWN:
PS	-	SEPT. 19/24



## Town of Arnprior Staff Report

**Subject:** Automatic Aid Agreement (Fire Protection) – Mississippi Mills

**Report Number:** 25-01-13-02

**Report Author and Position Title:** Rick Desarmia, Fire Chief

**Department:** Fire Department

**Meeting Date:** January 13<sup>th</sup>, 2025

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### Recommendations:

That Council authorize the Mayor and Town Clerk to enter into an Automatic Aid Agreement to provide emergency response fire services on behalf of the Municipality of Mississippi Mills to four (4) municipal addresses located within Mississippi Mills on Head Pond Road North and Diamond Park Springs.

### Background:

There is a portion of land, consisting of four addresses within the Municipality of Mississippi Mills and borders the Town of Arnprior which, due to their location along the Madawaska River, provides major challenges for the Mississippi Mills Fire Department to provide a timely response to an incident of fire or rescue emergency.

### Discussion:

The four addresses on the portion of land consist of one permanent residence, one season residence, one recreational property and one identified as vacant land. The Municipality of Mississippi Mills is mandated by the *Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4* to provide fire protection services within their municipal boundaries.

Under the proposed agreement, the Arnprior Fire Department would respond to calls for fire department emergency response at the designated addresses on behalf of Mississippi Mills Fire Department. All other obligations set out by the *Fire Protection and Prevention Act* would remain the responsibility of the Mississippi Mills Fire Department.

The Municipality of Mississippi Mills has agreed to pay the sum of \$1,000.00 to the Town of Arnprior on an annual basis for the provision of fire protection services to the designated addresses.

Additionally, the Municipality of Mississippi Mills would compensate the Arnprior Fire Department on a per-call basis at an hourly rate based on the annual MTO rates per vehicle, plus the hourly rate of all responding fire department personnel, and any other reasonably incurred cost associated with the response to the emergency.

It is important to note that should the Town's forces be otherwise engaged and unable to attend a call to these lands, the Mississippi Mills Fire Department would continue to be ready and responsible to provide their services.

### **Options:**

Council could decline the request to enter into an agreement to provide fire protection services; however, due to the proximity of these lands to the Town, this is not recommended by staff.

### **Policy Considerations:**

Not Applicable

### **Financial Considerations:**

As outlined herein.

### **Meeting Dates:**

Not Applicable

### **Consultation:**

- Town Solicitor (Bordner, Ladner, Gervais, LLP)

### **Documents:**

1. [Fire Protection Agreement for Automatic Aid between the Corporation of the Town of Arnprior and the Corporation of the Municipality of Mississippi Mills.](#)

### **Signatures**

**Reviewed by Department Head:** Rick Desarmia

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

**CAO Concurrence:** Robin Paquette

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

**The Corporation of the  
Town of Arnprior**

**By-law Number 7549-25**

A by-law to authorize the Mayor and Clerk to execute an Automatic Aid Agreement with the Municipality of Mississippi Mills for Fire Protection Services.

**Whereas** the Town of Arnprior and the Municipality of Mississippi Mills wish to enter into an Automatic Aid Agreement for Fire Protection Services.

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

1. **That** the Mayor and Town Clerk are hereby authorized on behalf of the Corporation of the Town of Arnprior to execute the attached Automatic Aid Agreement with the Municipality of Mississippi Mills for the provision of automatic aid services.
2. **Further That** any other by-law or resolution, or part of a by-law or resolution thereof, which are inconsistent with the provisions herein are hereby repealed.
3. **Further That** this By-law shall come into force and effect on the day of its passing.

**Enacted and Passed** this 13th day of January, 2025.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR  
and the Corporation of the Municipality of Mississippi Mills

**Corporation of the FIRE PROTECTION AGREEMENT FOR AUTOMATIC AID**

AGREEMENT made this 6<sup>th</sup> day of December, 2024

BETWEEN

THE TOWN OF ARNPRIOR  
Hereinafter called "ARNPRIOR"

AND

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS  
Hereinafter called "Mississippi Mills";

WHEREAS each of the parties hereto are municipal corporations responsible for the provisions of fire and emergency response services pursuant to the provisions of the *Fire Protection and Prevention Act*, 1997, S.O. 1997. c. 4 (the "FPPA");

AND WHEREAS a municipality may, pursuant to the provisions of the *FPPA*, enter into agreements to provide or receive fire protection services including response to fires, rescues, and emergencies.

AND WHEREAS Arnprior and Mississippi Mills have agreed that the Arnprior Fire Department will supply certain fire protection services to Mississippi Mills.

Arnprior and Mississippi Mills agree as follows:

**1. Definitions**

For the purpose of this agreement:

- (a) "Certified" means a person that meets the certification requirements as set out in O. Reg. 343/22 Firefighter Certification set out in Table 1, Item # 8
- (b) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in-charge of activity of the Fire Service, and who has the same powers and authority as the Fire Chief.
- (c) "Response Requirements" means the minimum requirements for the Arnprior Fire Department to provide to Mississippi Mills in accordance with Table 1.
- (d) "Response Area" means the response area of Mississippi Mills from which the Arnprior Fire Department responds automatically as outlined in Appendix A.
- (e) "Limited Services" means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as but not limited to, environmental factors, obstructions, remote or private roadways, lanes and drives, or limited staffing.

- (f) "Levels of Service" means that due to the fire department's reliance upon volunteer firefighters, the topographic and geographic configuration of the Municipalities, the level and amount of equipment at the department's disposal, the services listed in Table 1, although approved, may be provided as "limited services" as defined in this agreement.

**2. Level of Services to be Provided**

The following list of response criteria will be initiated by automatic dispatch criteria;

**TABLE 1**

<b>Mississippi Mills and ARNPRIOR Agreement Criteria</b>		
<b>Incident Type</b>	<b>Arnprior Fire Department Response</b>	<b>Minimum Response Requirements</b>
Fire suppression- structural, grass/brush, and vehicle	According to SOP	Certified Personnel
Rescue services	According to SOP	Certified Personnel
Response to remote/automatic alarms	According to SOP	Certified Personnel
Pre-fire conditions (i.e. the smell of smoke)	According to SOP	Certified Personnel
Carbon monoxide alarms	According to SOP	Certified Personnel
Power lines down or arcing	According to SOP	Certified Personnel
Extrication	According to SOP	Certified Personnel
Other occurrences not listed above	According to SOP	Certified Personnel

**3. Term of Agreement**

- (a) The term of this agreement shall be from the date of execution by both Municipal/Town Councils, until September 1, 2029.
- (b) This agreement shall renew automatically for successive one-year terms subject to the terms outlined herein.
- (c) The Fire Chiefs shall review the terms and operation of the agreement annually.
- (d) The Fire Chiefs are authorized to update operations shown in Table 1 as may be required from time to time and to make housekeeping updates without seeking Council approval, and such changes, once agreed and reduced to writing, shall automatically amend this Agreement.
- (f) The purpose of this agreement is to increase the efficiency and effectiveness of the fire service response to specified areas of Mississippi Mills

**4. Arnprior Fire Department Obligations**

- (a) Arnprior Fire Department agrees to provide Automatic Aid response to specified areas within Mississippi Mills set out in Appendix A. They will respond with the appropriate resources as identified in Table 1 and exercise all reasonable means, whenever called upon to do so, to respond to any specified incident within the response area.
- (b) If Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, Arnprior Fire Department shall so advise the Mississippi Mills Fire Department whereupon Arnprior Fire Department shall be relieved of:
  - i. any obligation to respond to the incident; and
  - ii. any liability for failing to respond to the incident.
- (c) Subject to Section 3 (c) and (d), the Arnprior Fire Department shall respond to an incident in accordance with the response criteria set out in Table 1. Response criteria may be amended or supplemented by the Arnprior Fire Department and Mississippi Mills Fire Department from time to time without further approval.

**5. Mississippi Mills Fire Department Obligations**

- (a) Mississippi Mills Fire Department acknowledges and agrees that the provision of emergency services by Arnprior Fire Department is on a stand-by basis only and that there may be times when Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of Arnprior Fire Department equipment and personnel.
- (b) If the Mississippi Mills Fire Department has been informed that the Arnprior Fire Department cannot respond to an incident, the Mississippi Mills Fire Department acknowledges and agrees that it shall be solely responsible for providing emergency services within the identified response area.
- (c) Mississippi Mills Fire Department may initiate further emergency response from other locations upon notification from the Arnprior Fire Department.
- (d) Mississippi Mills Fire Department shall be responsible for ensuring that Arnprior Fire Department receives immediate notice of all incidents originating within the Response Area through Brockville dispatch.
- (e) The Municipality of Mississippi Mills agrees to compensate the Arnprior Fire Department for this automatic aid agreement on a per-call basis. The rate of compensation is based on MTO rates per vehicle per hour plus the hourly rate of all responding personnel.

**6. Fee for Service**

- a) The Town of Arnprior shall invoice the Municipality Mississippi Mills an annual fee of \$1000.00 as part of this automatic-aid agreement to provide fire protection services to the addresses listed in Appendix 'A'.



Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR  
and the Corporation of the Municipality of Mississippi Mills

- b) Additionally, the Municipality of Mississippi Mills agrees to compensate the Town of Arnprior for its fire department responses that occur under this automatic-aid agreement on a per-call basis. The compensation rate is based on MTO rates per vehicle per hour plus, the hourly rate for all required responding personnel.
- c) All invoicing shall be issued within each calendar year and be paid within 30 days of issuance. By paying the invoice, Mississippi Mills acknowledges that the work was delivered in accordance with the Agreement.
- d) The parties agree and acknowledge that Mississippi Mills is not obligated to pay interest on invoices that it is late in paying.

**7. Indemnity and Limitation of Liability**

- (a) Mississippi Mills shall indemnify and hold harmless Arnprior, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement from and against all actions, suits, claims, demands, losses, costs, charges, expenses (including legal costs) damages (including consequential damages, fines or penalties) suits or other proceedings including personal injury or death, by whomsoever made, (hereinafter the "Claims") brought or prosecuted in any manner against Arnprior, arising out of or in consequence of Arnprior acting or allegedly failing to act under this Agreement save for such Claims caused by the negligence of Arnprior as the case may be. The provisions of this section shall survive the termination or expiry of this Agreement.
- (b) Arnprior shall indemnify and hold harmless Mississippi Mills, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement from and against all actions, suits, claims, demands, losses, costs, charges, expenses (including legal costs) damages (including consequential damages, fines or penalties) suits or other proceedings including personal injury or death, by whomsoever made, (hereinafter the "Claims") brought or prosecuted in any manner against Mississippi Mills, arising out of or in consequence of Mississippi Mills acting or allegedly failing to act under this Agreement save for such Claims caused by the negligence of Mississippi Mills as the case may be. The provisions of this section shall survive the termination or expiry of this Agreement.
- (c) Arnprior, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to Mississippi Mills or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary to the discharge of Arnprior' obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that Arnprior, as the case may be, notifies Mississippi Mills verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible, and use every reasonable effort on a continuous basis to alleviate the circumstance, as soon as reasonably possible.
- (d) Mississippi Mills, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to Arnprior or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary

Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR and the Corporation of the Municipality of Mississippi Mills to the discharge of the Mississippi Mills obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that the Mississippi Mills, as the case may be, notifies Arnprior verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible, and use every reasonable effort on a continuous basis to alleviate the circumstance, as soon as reasonably possible.

- (e) Subject to obligations of section 4(b) of this agreement; In the event that Arnprior Fire Department is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, Arnprior Fire Department shall so advise the Mississippi Mills Fire Department whereupon Arnprior Fire Department shall be relieved of:
  - i) Any obligation to respond to the incident; and
  - ii) Any liability for failing to respond to the incident.

## 8. **Insurance**

Each party for the duration of the contract shall maintain the following coverage:

- a) Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause  
Such insurance shall add Arnprior as Additional Insured with respect to the operations of Mississippi Mills. This insurance shall be non-contributing with and apply as primary and not as an excess of any insurance available to Arnprior. Such insurance shall add Mississippi Mills as Additional Insured with respect to the operations of Arnprior. This insurance shall be non-contributing with and apply as primary and not as an excess of any insurance available to the Mississippi Mills.
- b) Malpractice Insurance that covers damages for bodily injury, sickness, disease, or death arising out of the negligence of the Fire Protection Services under this Agreement, for an amount of not less than \$5,000,000. Limit/ Aggregate issued on an occurrence basis.
- c) Professional Liability (Errors & Omissions) for a limit of not less than \$5,000,000 / \$5,000,000. Aggregate. If such insurance is written on a claim-made basis, coverage shall contain a 24-month extended reporting period or be maintained for 3 years following the conclusion of the service
- d) Environmental Liability Policy in an amount of not less than \$ 2,500,000 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair,

cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination.

- e) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.
- f) The Policies shown above shall not be canceled unless the Insurer notifies the Corporations in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the Corporation.
- g) Each party shall keep their property/assets insured. Failure to do so shall not impose any liability on the other party.
- h) Each party is responsible for any deductible under the applicable policy – the additional Insured shall not bear any cost of such deductible.
- i) Each party shall provide proof of WSIB and VFIS insurance coverage.

**9. Termination**

- a) Either party may terminate this Agreement for any or no reason upon six (6) month's written notice.
- b) Arnprior may terminate this Agreement on sixty (60) day's written notice should Mississippi Mills fail to pay any invoice issued in accordance with this agreement and the invoiced amount is overdue by more than ninety (90) days.
- c) Termination of this Agreement shall be without prejudice to any right of the parties that have accrued before the date of termination.

**10. Notice**

- a) Any notice, demand, approval, consent, information, agreement, payment, request, or other communication required or permitted to be given under this Agreement in writing shall be given by email, or letter. Notice of change of address shall also be governed by this Section. If a notice is given in accordance with this subsection after 4:00 p.m. on a Business Day, it shall be deemed to have been given on the next Business Day thereafter and if it is given in accordance with the foregoing provisions or before 4:00 p.m. on a Business Day, it shall be deemed to have been given on such day.
- b) Any notice or other communication required or permitted to be given orally shall be given to the Fire Chief, Arnprior Fire Department in the case of Mississippi Mills shall be given to the Fire Chief of Mississippi Mills.

c) Written notices will be addressed as follows:

- i. to Mississippi Mills,  
Mississippi Mills Fire Department  
C/O Fire Chief  
PO Box 400  
Almonte, ON, K0A 1A0  
Email: mwilliams@mississippimills.ca
- ii. to Arnprior,  
Arnprior Fire Department  
C/O Fire Chief  
67 Meehan St, Arnprior, ON K7S 2B7  
Email: rdesarmia@arnprior.ca

**11. Unenforceability**

If any term, obligation or condition of this Agreement or application thereof is declared invalid or unenforceable, that provision shall be severed and deemed deleted and the remainder of this Agreement shall not be affected.

**12. Entire Agreement**

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions whether oral or written, of the parties. There are no general or specific warranties, representations, or other agreements by the parties in connection with the entering into of this Agreement.
- b) Each of the party's covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute such further documents, agreements, and writings and give all such further assurances as shall be reasonably required to fully perform and carry out the terms of this Agreement.

**13. Assignment**

This Agreement may not be assigned by any party without the prior written consent of the other party which consent may be arbitrarily withheld.

**14. Waivers**

No consent to or waiver of any breach or default by any party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws and regulations of Ontario and the laws of Canada applicable therein, including but not limited to the Ontario Occupational Health and Safety Act and Workplace Safety and Insurance Act.

**16. No Agency or Employment Relationship**

Nothing contained in this Agreement creates a relationship of principal and agent, partnership, joint venture or business enterprise between the Parties or gives either Party any power or authority to bind or control the other. Further, nothing in this Agreement shall be read or construed as conferring upon either Party or its employees, agents or representatives, the status of employee, officer, servant or agent of the other Party. In respect of all individuals providing services on behalf of a Party, the Party shall make any and all source deductions and remittances required under all applicable statutes including the Income Tax Act, Canada Pension Plan Act, and Employment Insurance Act, and the Party shall be solely responsible for all employment benefits including holiday pay, vacation pay, pension, and any other benefits of any of its own employees.

**17. Confidentiality**

- a) The confidentiality obligations set out herein shall survive the expiry or termination of this agreement.
- b) The parties agree that by reason of their relationship hereunder, they may from time to time disclose information to each other that is confidential ("Confidential Information"). Confidential Information means all information within the custody or control of Mississippi Mills or Arnprior that is relevant to the Agreement that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential, including without limitation, any personal information regarding the Parties' employees or residents and includes any such information that a reasonable person would determine to be confidential. Confidential information shall not include information that:
  - i) Is or becomes generally available to the public without fault or breach on the part of the receiving party;
  - ii) The receiving party can demonstrate was rightfully obtained by it, without any obligation or confidence of any kind, from a third party who had the right to transfer or disclose it to the receiving party for of any obligation of confidence;
  - iii) The receiving party can demonstrate was rightfully known to or in the possession of it at the time of disclosure by the disclosing party, free of any obligation of confidence; and
  - iv) Is independently developed by the receiving party without the use of any Confidential Information.
- c) Each Party agrees that it will keep the Confidential Information disclosed to it strictly confidential and will not use it in any way for its own account or the account of any third party, nor disclose to any third party. Further, each Party agrees it will not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to the Agreement; provided, however, that the receiving Party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such Party's obligations under the Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in the Agreement.
- d) Each Party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other Party's Confidential Information, as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect such Confidential Information.

Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR and the Corporation of the Municipality of Mississippi Mills

- e) In the event that either Party receives a request to disclose all or part of the Confidential Information of the other Party under the terms of a court order, subpoena, document request, or other legal or regulatory proceeding, such Party receiving the request agrees to notify the other Party in a reasonable time-frame after receipt of such request, and the Party receiving such request agrees to cooperate with the notified Party.
- f) Except as may be required by law, the parties shall keep confidential all information provided to it by the other Party, including but not limited to, tapes, records, data, logs, documents, the terms of this Agreement, and any other material created or provided by one Party to any other Party relating to the performance of the services (collectively the "**Confidential Information**") contemplated in this Agreement, and Shall not divulge any Confidential Information without the written approval of the other party.
- g) Notwithstanding the foregoing confidentiality obligations, both Parties acknowledge and agree that they are subject to and shall comply with the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990*, as amended (MFIPPA), with respect to information and the protection of information under its custody and control. The Parties acknowledge that all documents or information provided to a Party by the other Party pursuant to this Agreement may be available to the public. All information is subject to MFIPPA and may be subject to release under MFIPPA, notwithstanding a Party's request to keep the information confidential. Any release of documents or information by a Party pursuant to MFIPPA shall not be construed to be a breach of the Agreement.

#### 18. Alternative Dispute Resolution

Except otherwise provided in the Agreement any dispute between the Parties in respect of the performance of the Agreement (a "Dispute") will be resolved as follows:

- (a) The Parties shall make all reasonable efforts to promptly resolve any Dispute, controversy or claim by negotiations, which shall be initiated by either of them giving the other written notice (the "Dispute Notice") containing details of the Dispute and the other shall provide its written reply thereto within ten (10) business days;
- (b) If, for any reason, the Dispute has not been resolved as aforesaid within a further ten (10) business days after receipt of the reply to the Dispute Notice, then the Dispute shall be elevated to the position of Mississippi Mills Fire Chief and Arnprior Fire Chief for resolution. These individuals shall have a period of a further twenty (20) business days to attempt to resolve the dispute;
- (c) If a dispute is still not resolved after the aforementioned twenty (20) business days, the issue shall be referred to a mediator. Either party may initiate the mediation, with a mutually agreed upon mediator.
  - i) The fees and expenses of the mediator shall be divided equally between the Parties.
  - ii) Involvement in mediation is on a prejudiced basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.
- (d) If, after the aforementioned twenty (20) business day period has expired, the Dispute remains unresolved, then the Parties may take any other legal steps within their rights to resolve the matter; and
- (e) The time limits referred to in this Section may be abridged or extended by mutual agreement of the Parties.

Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR  
and the Corporation of the Municipality of Mississippi Mills

- (f) The Parties shall continue to fulfill their obligations in respect of the Agreement during any Dispute. It is understood by the Parties that such action will not jeopardize any Dispute, either Party might have. Unless the Agreement has been terminated, after providing notice of a Dispute, the Parties shall continue to provide their respective services and obligations under the Agreement.

**19. Fee for Service**

- (a) Mississippi Mills shall pay a fee for services for the area identified in Appendix A of this agreement. The fee is based on a per-call basis. The rate of compensation is based on MTO rates per vehicle per hour plus the hourly rate of all responding personnel. Such fees shall be payable to Arnprior.

**20. Materials and Supplies**

Mississippi Mills Fire Department shall reimburse Arnprior Fire Department for any additional reasonably incurred costs of responding to the incident plus any applicable taxes for materials such as foam, absorbent material, etc. Such reimbursement shall be negotiated and settled between fire chiefs within 60 days of such use.

**21. Incident Command**

Incident Command shall be established by an Officer from the Arnprior Fire Department upon arrival to an incident in the boundary area as per their SOP's.

Fire Protection Agreement for Automatic Aid between the Corporation of the Town of ARNPRIOR  
and the Corporation of the Municipality of Mississippi Mills

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their Corporate Seals  
under the hands of their proper officers as of the date first above written.

**THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS**

  
\_\_\_\_\_

**Mayor Christa Lowry**  
I have the authority to bind the Municipality of  
Mississippi Mills.

  
\_\_\_\_\_

**Clerk Jeanne Harfield**  
I have the authority to bind the Municipality of  
Mississippi Mills.

**THE TOWN OF ARNPRIOR**

\_\_\_\_\_  
**Mayor Lisa McGee**

I have the authority to bind the Town of Arnprior.

\_\_\_\_\_  
**Clerk Kaila Zamojski**

I have the authority to bind the Town of Arnprior.



<b>APPENDIX A:</b>	
<b>Street Name</b>	<b>Street Number</b>
Head Pond Road North	114
Diamond Park Springs	125
Diamond Park Springs	115
Diamond Park Springs	Vacant

TOTAL # OF PROPERTIES

4

**The Corporation of the  
Town of Arnprior**

**By-Law No. 7550-25**

A by-law to enter into Amending Agreement No. 1 to a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP) Green Stream

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

**Whereas** on May 10<sup>th</sup>, 2021, Council passed By-Law No. 7170-21 to enter into a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP) Green Stream; and

**Whereas** on December 18<sup>th</sup>, 2024, staff received Amending Agreement Number 1 to reflect an updated project scope for the installation of a 400mm diameter water main beneath the Madawaska River;

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

- 1. That** the Mayor and Town Clerk are hereby authorized to execute Amending Agreement Number 1 for funding under the Investing In Canada Infrastructure Program (ICIP) Green Stream on behalf of the Corporation of the Town of Arnprior with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario; and
- 2. That** any by-laws, resolutions or parts of by-laws or resolutions inconsistent with this by-law be hereby repealed.

**Enacted and Passed** this 13<sup>th</sup> day of January 2025.

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

**AMENDING AGREEMENT NO. 1 TO A TRANSFER PAYMENT AGREEMENT FOR  
THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
GREEN STREAM**

**BETWEEN:**

**His Majesty the King in right of Ontario, as  
represented by the Minister of Infrastructure**

(the “**Province**”)

**- and -**

**Corporation of the Town of Arnprior**

**(CRA#106984438)**

(the “**Recipient**”)

**BACKGROUND**

The Province and the Recipient entered into an agreement under the Investing in Canada Infrastructure Program (ICIP): Green Stream effective as of June 24, 2021 (the “**Agreement**”).

Section 4.1 of the Agreement provides for amendments to it if they are in writing.

The Parties wish to amend the Agreement in the manner set out in this amending agreement (the “**Amending Agreement No. 1**”).

**CONSIDERATION**

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

1. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
2. This Amending Agreement No. 1 is effective as of the date of signature of the last party to sign it.
3. Section C.1.0 of Schedule “C” of the Agreement is deleted and replaced with the following:

### **C.1.0 PROJECT DESCRIPTION**

The Project is for the installation of a water main crossing the Madawaska River in Arnprior. It includes the installation of a 400mm diameter water main beneath the Madawaska River using a combination of trenchless technologies and open-cut methods, spanning from the Arnprior Water Filtration Plant on the west side of the river to the Hartney Street unopened road allowance on the east side of the river.

4. Except for the amendments expressly provided for in this Amending Agreement No. 1, all provisions in the Agreement will remain in full force and effect.
5. This Amending Agreement No. 1 may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.
6. This Amending Agreement No. 1 may be validly executed electronically and the respective electronic signatures are the legal equivalent of manual signatures. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of this Amending Agreement No. 1 may be brought about as follows:
  - (i) a manual signature of an authorized signing representative placed in the respective signature line of this Amending Agreement No. 1 and it is scanned as a PDF file and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative is typed in the respective signature line of the First Amending Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of this First Amending Agreement and it is delivered by email to the other Party;  
or
  - (ii) any other means with the other Party's prior written consent.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Jill Vienneau, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

**CORPORATION OF THE TOWN OF ARNPRIOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Lisa McGee  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Kaila Zamojski  
Title: Town Clerk

I have authority to bind the Recipient.

# The Corporation of the Town of Arnprior

## By-Law No. 7551-25

A by-law to enter into an Ontario Transfer Payment Agreement for the Fire Protection Grant (FY24-25).

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

**Whereas** the Town of Arnprior Fire Department applied for the Ontario Fire Protection Grant in August of 2024, for Arnprior Fire Department Cancer Prevention Initiative – Equipment and Supplies Procurement of decontamination equipment, and

**Whereas** the ultimate goal of the Arnprior Fire Department Cancer Prevention initiative is to ensure staff are provided with readily accessible and rapidly deployable on-scene decontamination and personal protective equipment (PPE) aftercare options to limit and reduce exposure to cancer causing agents, while returning PPE to a ready state in a reduced timeframe; and

**Whereas** on January 7, 2025, Town staff received notification that the grant application was successful and was provided an Ontario Transfer Payment Agreement for the Fire Protection Grant (FY24-25) with Case Number 2024-07-1-2970073049 for execution.

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

- 1. That** the Mayor and Town Clerk are hereby authorized to execute Ontario Transfer Payment Agreement for Case Number 2024-07-1-2970073049 on behalf of the Corporation of the Town of Arnprior with His Majesty the King in right of the Province of Ontario, as represented by the Office of the Fire Marshall for the Province of Ontario, for funding under the Fire Protection Grant (FY24-25).
- 2. That** any by-laws, resolutions or parts of by-laws or resolutions inconsistent with this by-law be hereby repealed.

**Enacted and Passed** this 13<sup>th</sup> day of January 2025.

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

# ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the enter the full legal title of the Minister**

**(the “Province”)**

**- and -**

**(the “Recipient”)**

## CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:



- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Office of the Fire Marshal**

---

**Date**

---

**Name:** Carrie Clarke

**Title:** Deputy Fire Marshal

---

**Date**

---

**Name:**

**Title:**

I have authority to bind the Recipient

---

**Date**

---

**Name:**

**Title:**

I have authority to bind the Recipient

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A12.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

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

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
  - (b) use the Funds only for the purpose of carrying out the Project;
  - (c) spend the Funds only in accordance with the Budget;
  - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
  - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
  - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;



- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

**TP Agreement – Shortened**

**Page 16 of 25**

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.



## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$ 5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p><b>Phone:</b> 705-305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@Ontario.ca">OFMGrants@Ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

**SCHEDULE "D"**  
**BUDGET**

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Funding will be provided to the  
upon execution of this Agreement.

Funding will be provided to the  
explicitly for the purchase of one, or a combination of, the items prescribed within the  
listed summary in Schedule "C". Copies of all invoices and receipts for said items will  
be provided to the Office of The Fire Marshal as part of the Report Back described in  
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31<sup>st</sup>, 2025.  
Subsequently, the funds must be spent by the municipality by the end of Provincial  
Financial Quarter Three (Q3) (December 31, 2025).

**SCHEDULE "E"**  
**PAYMENT PLAN**

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**E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule "B".

**E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

## **SCHEDULE "F" REPORTS**

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As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

**The Corporation of the  
Town of Arnprior**

**By-law Number 7552-25**

A by-law to provide for a 2025 Interim Tax Levy and to provide for the collection thereof and further to provide for penalty and interest in default of payment thereof.

**Whereas** section 317 of the *Municipal Act 2001*, S.O. 2001, c.25 provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes and the amount to be raised from any property must not exceed the 50 percent of the amount raised or would have been raised in the previous year from that property; and

**Whereas** Section 345 of the *Municipal Act 2001*, S.O. 2001, provides that a local municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date.

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

1. **That** for all properties in all property classes, there shall be imposed and collected an interim tax levy of 50 percent of the total taxes for municipal, county and school purposes levied or would have been levied on the property in 2024.
2. **Further That** the interim tax levy at 50 percent rounded upwards to the next whole dollar shall become due and payable on the 28<sup>th</sup> day of February, 2025; the remaining 50 percent shall become due and payable on the 30<sup>th</sup> day of May, 2025 and non-payment of the amount, as noted, on the dates stated in accordance with this section shall constitute default.
3. **Further That** on all taxes of the interim levy which are in default on the first day after the due date, a penalty of 1.25 percent shall be added and thereafter interest of 1.25 percent per month will be added on the 1<sup>st</sup> day of each and every month the default continues.
4. **Further That** the Treasurer shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the Treasurer in writing to send the bill to another address, in which case it shall be sent to that address.



5. **Further That** taxes are payable to the Corporation of the Town of Arnprior.
6. **Further That** this By-law shall come into force and effect on the day of its passing.

**Enacted and Passed** this 13th day of January, 2025.

**Signatures:**

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



**Municipal Grants Application – Arnprior McNab-Braeside Seniors At Home Programs Inc. (Annual Butterfly Release)**

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Arnprior-Braeside-McNab Seniors At Home Program Inc; and

**Whereas** Arnprior-Braeside-McNab Seniors At Home Program Inc is an eligible organization under the Municipal Grants Policy and provides supports services to local seniors and their families;

**Therefore Be It Resolved That** Council approve the request for waiving the Robert Simpson Park Gazebo rental fees (value of approximately \$95.50 plus HST) for the Annual Memorial Butterfly Release to be held on August 17<sup>th</sup>, 2025; and

**Further That** Arnprior-Braeside-McNab Seniors At Home Program Inc 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.



## **Municipal Grants Application – Arnprior and Area Physician Recruitment Committee (2025 Doctors Dining Duel)**

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Arnprior and Area Physician Recruitment Committee; and

**Whereas** the Arnprior and Area Physician Recruitment Committee is an eligible organization under the Municipal Grants Policy with a mandate to support the recruitment of family physicians in the Greater Arnprior area;

**Whereas** the Doctors Dining Duel is one of the annual fundraising events which fund the attraction and retention of family physicians to support our community;

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$460.00 plus HST) for the Doctors Dining Duel on Thursday, April 24th, 2025; and

**Further That** the Arnprior and Area Physician Recruitment Committee 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.



## **Municipal Grants Application – Canadian Blood Services (2025 Blood Donor Clinics)**

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Canadian Blood Services; and

**Whereas** Canadian Blood Services is an eligible organization under the Municipal Grants Policy and provides a safe option where community members can share the gift of blood donation and save a life;

**Whereas** the 2025 blood donor clinics will be held on the following dates:

- March 19<sup>th</sup>, 2025
- June 16<sup>th</sup>, 2025
- September 17<sup>th</sup>, 2025
- December 10<sup>th</sup>, 2025;

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$1,430.00 plus HST) for the 2025 Blood Donation Clinics; and

**Further That** Canadian Blood Services 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.



## **Request from Walter Zadow Public School – FoodCycler Countertop Composter**

**That** Council of the Corporation of the Town of Arnprior receive the correspondence from two elementary classes at Walter Zadow Public School; and

**Whereas** the Grade 5 and 6/7 classes at Walter Zadow Public School have been working on a project called “The Entrepreneurs for Change Project” which focuses on having students create an environmentally sustainable and marketable product; and

**Whereas** the students have created a project which will address food waste in their school using a FoodCycler Countertop Composter; and

**Whereas** the students will develop a business plan that involves using the FoodCycler material to grow fruit, vegetables, household plants, and flowers, and then using these products to raise money for charity; and

**Whereas** the Grade 5 and 6/7 classes have requested a FoodCycler Eco 5 to be donated by the Town of Arnprior;

**Therefore Be It Resolved That** Council approve the donation of a FoodCycler Eco 5 countertop composter (value of approximately \$418.63) for the Grade 5 and 6/7 classes at Walter Zadow Public School.