

Town of Arnprior Regular Meeting of Council Agenda Date: Monday, May 12th, 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) Regular Meeting of Council April 28, 2025 (Page 1-13)
- 8. Awards / Delegations / Presentations
- 9. Public Meetings
 - a) ZBL 7/24 Public meeting (Sawmill Flatts) (Page 14-15)
 - b) ZBL 4/25 Public Meeting (Marshalls Bay) (Page 16-17)
 - c) Change to Council Composition (Deputy Mayor) (Page 18-26)

- 10. Matters Tabled / Deferred / Unfinished Business
- 11. Notice of Motion(s)
- 12. Staff Reports
 - a) PWC-2025-02 Daniel Street Resurfacing Town Works, Ryan Wall, Engineering Officer (Page 27-29)
 - b) Pilot Project Lease Agreement at McLean Beach, Graeme Ivory, Director of Recreation (Page 30-32)
 - c) Zoning By-Law Amendment 5/25 (85 Madawaska), Alix Jolicoeur, Manager of Community Services/Planner (Page 33-54)
 - d) Zoning By-Law Amendment 4/24 (Grace St Andrews United Church), Alix Jolicoeur, Manager of Community Services/Planner (Page 55-66)

13. Committee Reports and Minutes

- a) Mayor's Report
- b) County Councillor's Report
- c) Committee Reports and Minutes
- 14. Correspondence & Petitions
 - a) Correspondence
 - i) Correspondence Package I-25-MAY-09
 - ii) Correspondence Package A-25-MAY-06
- 15. By-laws & Resolutions
 - a) By-laws
 - i) By-law No. 7590-25 Amend Committee of Adjustment Terms of Reference (Page 67)
 - ii) By-law No. 7591-25 Appointment to Committee of Adjustment (Councillor Cloutier) (Page 68-69)
 - iii) By-law No. 7592-25 McLean Beach Lease Agreement (Air Paddle Canada Inc.) (Page 70-84)
 - b) Resolutions
 - i) Appointment of Mayor Lisa McGee to Joint Library Use Agreement Committee (Page 85)
 - ii) Municipal Grants Application (In-Kind Request) Grace St. Andrews United Church Women (Page 86)

16. Announcements

17. Closed Session

One (1) matters pursuant to Section 239 (2)(b) of the Municipal Act 2001, as amended, to discuss a personal matter about an identifiable individual, including municipal or Local Board employees (Striking Committee – Advisory Committees).

18. Confirmatory By-law

By-law No. 7593-25 to confirm the proceedings of Council

19. Adjournment

Please Note: Please see the <u>Town's YouTube channel</u> 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 <u>website</u>. Persons wishing to receive a print item on the agenda by email, fax, or picked up by hand may request a copy by contacting the Clerk's Office at 613-623-4231 ext. 1818. The Agenda and Agenda items will be prepared in an accessible format upon request.

Full Distribution: Council, C.A.O., Managers and Town Administrative Staff and Town Website



Minutes of Council Meeting April 28th, 2025 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 Ted Strike Councillor Lynn Cloutier Councillor Tom Burnette Councillor Chris Toner Councillor Chris Couper

Town Staff Present:

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

Council Members Absent:

1. Call to Order

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

2. Roll Call

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

3. Land Acknowledgement Statement

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

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

4. Adoption of Agenda

Resolution Number 149-25 Moved by Chris Couper Seconded by Tom Burnette

Be It Resolved That the agenda for the Regular Meeting of Council dated Monday, April 28th, 2025 be adopted as amended with two by-laws under section 15(a) of the agenda and to change the number of the confirmatory by-law accordingly.

Resolution Carried

5. Disclosures of Pecuniary Interest None

6. Question Period None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 150-25 Moved by Dan Lynch 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 – April 14, 2025).

Resolution Carried

- 8. Awards/Delegations/Presentations None
- 9. Public Meetings None
- **10. Matter Tabled/ Deferred/ Unfinished Business** None
- 11. Notice of Motion(s)

None

12. Staff Reports

a) Strong Mayors Powers Legislation - Bill 3, Robin Paquette, CAO

Resolution Number 151-25 Moved by Chris Couper Seconded by Ted Strike

That Council receive Staff Report No. 25-04-28-01 regarding the Strong Mayors Powers Legislation – Bill 3 for information.

Resolution Carried

b) Proclamation – Museum Month (May 2025), Kaitlyn Wendland, Deputy Clerk

Resolution Number 152-25 Moved by Lynn Cloutier Seconded by Tom Burnette

That Council proclaim May 2025 as Museum Month in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas throughout our community, museums, art galleries, and heritage sites reflect our local history and culture, and contribute to our collective problem-solving in the present and the future; and

Whereas this month provides an opportunity to increase awareness of our community's museum and celebrate the contributions these institutions make to quality of life, education, and economic development; and

Whereas the Arnprior and District Museum welcomes visitors and tourists to our community while also serving as a community cultural hub; and

Whereas the Arnprior and District Museum is a key asset to education, employment, economic development, tourism, culture, and equity;

Now Therefore, I, Lisa McGee, Mayor of the Town of Arnprior, do hereby proclaim May 2025 as Museum Month in the Town of Arnprior and encourage all residents and visitors to drop into the Arnprior and District Museum and explore through the Museum's social media to find out ways to join in this month and all year long!

c) Proclamation – Sexual Assault Awareness Month and "We Stand With Survivors" Campaign (May 2025), Kaitlyn Wendland, Deputy Clerk

Resolution Number 153-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That Council proclaim May 2025 as Sexual Assault Awareness Month in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and impacts every community member; and

Whereas approximately 1 in 3 women and 1 in 6 men will experience sexual violence in their lifetime; and

Whereas most victims of sexual violence are under the age of 25, know the person who attacked them and do not report the crime to the police; and

Whereas the prevalence of all gender-based violence, including domestic violence and sexual assault, has tragically increased since the COVID-19 pandemic; and

Whereas victims of sexual violence are some of the most vulnerable and silent people in society and it is always the right time to ask questions to learn about the services for victims and their families; and

Whereas no one person, organization, agency or community can eliminate sexual violence on their own and we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

Whereas the <u>Women's Sexual Assault Centre of Renfrew County</u> is a grassroots, community-run nonprofit organization that aims to support women who have been sexually abused through active listening, information sharing and providing connections to relevant resources across our region.

Now Therefore I, Lisa McGee, Mayor of the Town of Arnprior, do hereby proclaim May 2025 as Sexual Assault Awareness Month in the Town of Arnprior and urge all residents of our community to learn more about sexual assault, abuse and violence and become active participants in eliminating these crimes.

d) Proclamation – First Responders Day (May 1, 2025) Kaitlyn Wendland, Deputy Clerk

Resolution Number 154-25 Moved by Tom Burnette Seconded by Chris Couper

That Council proclaim May 1st, 2025, as First Responders Day in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas Bill 15, "An Act to Proclaim First Responders Day", was adopted by the Legislature of Ontario on December 10th, 2013, designating May 1st of each year as 'First Responders Day' in the Province of Ontario; and

Whereas First Responders are those individuals who, in the early stages of an emergency, are responsible for the protection and preservation of life, property, evidence and the environment; and

Whereas First Responders include police officers, firefighters, paramedics, medical evacuation pilots, dispatchers, nurses, doctors, emergency medical technicians, military personnel, road maintenance personnel and emergency managers; and

Whereas First Responders are both volunteers and professionals who dedicate their lives to public service, and whose skills often make the difference between life and death; and

Whereas at a moment's notice, first responders are quick to respond to dangerous and distressing situations that threaten our communities; and

Whereas the services, dedication and commitment of First Responders deserve to be recognized and honoured; and

Whereas the Town of Arnprior employs or contracts the services of many First Responders;

Now Therefore, I, Lisa McGee, Mayor of the Town of Arnprior, do hereby proclaim May 1st, 2025 as "First Responders Day" in the Town of Arnprior and urge all residents to thank those individuals who have dedicated their lives to keeping our community and homes safe and protected.

e) Proclamation – Emergency Preparedness Week, Kaitlyn Wendland, Deputy Clerk

Resolution Number 155-25 Moved by Tom Burnette Seconded by Ted Strike

That Council proclaim May 4th to 10th, 2025 as Emergency Preparedness Week in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas Emergency Preparedness Week is a national awareness initiative that has taken place annually since 1996; and

Whereas Emergency Preparedness Week encourages Canadians to take three simple steps to become better prepared to face a range of emergencies:

- 1. Know the Risks
- 2. Make a Plan
- 3. Get an Emergency Kit; and

Whereas this awareness initiative is a collaborative event undertaken by the provincial and territorial emergency management organizations supporting activities at the local level in conjunction with Public Safety Canada and partners; and

Whereas the 2025 theme is "<u>Be Prepared. Know Your Risks</u>" to encourage Canadians to understand the risks in their area and learn what actions they can take to protect themselves and their families; and

Whereas the Town of Arnprior Fire Prevention Office has been raising awareness throughout the community in support of Emergency Preparedness Week; and

Now Therefore, I, Lisa McGee, Mayor of Arnprior, do hereby proclaim May 4th to 10th, 2025 as Emergency Preparedness Week in the Town of Arnprior and encourage all residents to learn more about preparing for an emergency (know the risks, make a plan, get an emergency kit) and understand the importance of emergency preparedness.

13. Committee Reports and Minutes

a) Mayor's Report

Mayor Lisa McGee reported the following:

• On Easter Weekend the Mayor was joined by Councillor Toner and got the racers started for the first Bunny Run, that we certainly hope will be an annual event. There were about 180 registered participants and the consensus among participants was that it was an incredible event and everyone is already looking forward to next year.

b) County Councillor's Report

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

- At the April 23rd Council meeting Sabine Mersmann, President and CEO presented an update of the Pembroke Regional Hospital. Provided the slide show to the Clerk for publication.
- County of Renfrew endorsed Councillor Glenn Doncaster to stand for election on FCM's Board of Directors and/or appointments to Standing Committees for the period starting in June 2025.
- Correspondence (this was received in our Correspondence package) from the Provincial Policy Division Food Safety and Environmental Policy Branch which informed municipalities about the Agricultural System Implementation. There are two components:
 - (a) The identification of the agricultural land base; of note this includes forests as agriculture land;
 - (b) the consideration of the agri-food network. Of note this may include infrastructure, Master Transportation plans and other services and assets that the agri-food sector relies on.
 - Rural County Councillors have expressed concerns over this implementation.
- The 2025 County of Renfrew Budget Overview (hard copy) was made available. Of note this Overview is in our correspondence package.

c) Committee Reports and Minutes

Councillor Couper provided the following from the Arnprior Public Library:

 Residents may notice a new machine outside the main doors to the Arnprior Public Library. This is a book locker made by a company called Bibliotheca. The book locker is going to provide 24-hour access to books. You will reserve your book in advance, you will go up and scan your card, it will open the locker, and you will receive your book. This is excellent for people who are not able to get into the library during operational hours and it offers 24-hour access. The library will open an hour later on Monday, May 5th to accommodate training for staff and the book locker should be up and running by the end of May.

Councillor Toner provided the following report from the Arnprior McNab/Braeside Archives (AMBA) Committee:

- Archives wish to thank Arnprior General Manager of Client Services, Jennifer Morawiec, and Arnprior IT Coordinator, Wes Schnob, for getting the archives file share folders and backup folders back online after a power outage.
- Archives welcomed Mariah, a student from Mohawk College, who will begin her practicum placement at the AMBA starting in April.
- Popular research requests at the archives over the past two months include extensive genealogy research for the Dewar family, schoolhouse history for Goshen Road schoolhouse and multiple requests for access to land records, wills and historical property documentation.
- Work continues on digitization of the collection, including audio tapes and video records and indexing and organizing land records.
- There have been preliminary discussions regarding the donation of historical records from the Eganville Leader newspaper.
- Volunteers continue to work on processing and cataloguing the collections from the Arnprior Fish and Game Club, digitizing newspapers and researching the First German Settlements and McNamara Exhibitions.
- Sara MacKenzie has decided to stay on as AMBA board secretary and is excited about creating some new initiatives.
- The AGM was held directly after our meeting where we adopted the new directors for the upcoming term and approved our audited financial statements.

Councillor Toner provided the following report from the Seniors Active Living Centre (SALC) Advisory Committee:

- SALC are happy to welcome to the team interim program coordinator Amber and program assistant Ameliah.
- With Amber and Ameliah now on board, the SALC is getting back on track with updated programming, bus trip excursion planning and social media and email outreach. They are both full of enthusiasm and have been tasked with scheduling new programming outside of regular hours.
- Amber and Ameliah will also work on getting processes, procedures and programming contacts included in a resource manual for the SALC.

- Community gardens are planning to be opened for May long weekend and the popular walking club will begin in early May as well.
- The SALC/Arnprior Regional Health are still waiting for the government funding to arrive.

Resolution Number 156-25 Moved by Chris Couper Seconded by Ted Strike

That Council receive the Advisory Committee Minutes listed under item 13 (c) (i) as information (Environmental Advisory Committee – March 17, 2025).

Resolution Carried

14. Correspondence & Petitions

a) Correspondence Package No. I-25-APR-08

Resolution Number 157-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That Correspondence Package Number I-25-APR-08 be received as information and filed accordingly.

Resolution Carried

County Councillor Dan Lynch noted the following items

- Page 6: The Ontario Government is continuing to support its vibrant Francophone community with the launch of the 2025-2026 edition of the Grants Program. Community organizations and businesses have until May 26 to submit their proposal under one of two streams: Community and Culture or Economic Development.
- Page 62: Health and Safety Water Stream fund to help municipalities and First Nations build, repair and expand aging water infrastructure. Inquired if staff have applied for this funding.
 - The CAO noted that staff are looking at this fund and attending webinars to receive more information.
- Page 86: Township of McNab/Braeside is celebrating their Bi-Centennial Anniversary on Saturday, June 28, 2025, from 10:00 AM to 4:00 PM at the Township office.

b) Correspondence Package No. A-25-APR-05

Resolution Number 158-25 Moved by Chris Toner Seconded by Lynn Cloutier

That Correspondence Package Number A-25-APR-05 be received and the recommendations be brought forward for Council consideration.

Resolution Carried

15. By-laws & Resolutions

a) By-laws

Resolution Number 159-25 Moved by Lynn Cloutier Seconded by Chris Toner

That the following by-law be and is hereby enacted and passed:

- i. By-Law No. 7586-25 2025 Tax Rate
- ii. By-Law No. 7587-25 Part Lot Control Fairgrounds Plan 49M-109 Block 50 parts 3 and 4 on 49R-19859
- iii. By-Law No. 7588-25 Appoint Deputy Clerk (K. Wendland)

Resolution Carried

b) Resolutions

i. Lion's Club – Blind Anglers International Tournament (BAIT), Waiving of Launching Fees – Municipal Grants Application (In-Kind Request)

Resolution Number 160-25 Moved by Lynn Cloutier Seconded by Tom Burnette

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Lions Club International, District A-4 and Blind Anglers International Tournament (BAIT); and

Whereas the Lions Club International, District A-4 is an eligible organization under the Municipal Grants Policy and supports residents in our community through the creation of BAIT as an opportunity for blind anglers to spend an enjoyable weekend together fishing; and

Therefore Be It Resolved That Council approve the request for waiving the boat launching fees at the Marina for 25 boats (value of approximately \$375) on May 31st, 2025; and

Further That Lions Club International, District A-4 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

Councillor Couper made the following announcements:

- There has been a confirmed measles case in Renfrew County. The Renfrew County District Health Unit has published about a possible exposure to measles Renfrew Victoria Hospital Emergency Department on April 15th between 1:00 and 9:30 PM; Renfrew Victoria Hospital Diagnostic Imaging on April 15th between 4:15 and 7:45 PM; and No Frills in Renfrew between 8:30 and 11:00. Anyone who was at these locations during these times should check their vaccination records to make sure that they are protected. Individuals should have two doses of a measles vaccine and if there are any questions, reach out to the Renfrew County District Health Unit at 1-800-267-1017.
- On the subject of the proclamation made for Sexual Assault Awareness Month, if you or someone you know has experienced sexual violence, please reach out to the Women's Sexual Assault Centre of Renfrew County. Their 24-hour crisis line is always open and available. You can reach them at 1-800-663-3060 or at rcsac.org.
- This weekend we had a number of events. Kudos to Alexis, Jacob, and all the volunteers and sponsors of the second annual Great Arnprior Trash Hunt. Conditions were not great, it was pretty damp and people came out in droves. A huge trailer full of trash was picked up. Volunteers did come back to the Museum for a lunch afterwards for a prize draw and BBQ put on by members of the Fire Department.
- The Annual Bowl-a-thon for the Arnprior Special Olympics took place on Sunday at Steelhead and Strikes. Along with the Arnprior Lions Club, they raised \$9,443.50. Coach Brenda has said that they are so close to reaching \$10,000 that if you have it in your heart, you can email her at arnpriorbowling@gmail.com and help put them over that \$10,000 mark.
- Number of events coming up this weekend. The Men's Shed is having a craft sale at the JAG Centre in Braeside from 9:00 AM 1:00 PM. They are offering one-of-a-kind, handmade goods from members of the Men's Shed.
- Union 108 is having a 30-hour trauma conscious training session that is 20 hours of live learning and 10 hours of self study. This is a course to understand what trauma is, common effects and responses to trauma, all through yoga.
- On Saturday, Arnprior Ducks Unlimited is having a huge dinner and charity auction. All proceeds raised will go towards preserving wetlands across Canada.
- Ottawa Valley Homesteaders Conference is taking place Saturday, May 10th at 2:00 PM. It is an inaugural event that is a gathering of individuals who are passionate about sustainable living. Speakers they will have on hand include bee keeping, maple syrup production, gardening and hunting.
- Arnprior Ladies Night enjoy the Moulin Rouge at the Nick Smith Centre on Saturday, May 10th beginning at 7:00 PM. This is an 18+ event. Tables of eight

are available for \$480 or individual tickets for \$60. All the money goes back to the Arnprior Optimistic Women's Club.

 Registration is open for the Swing for Optimism Golf Tournament on June 14th.
\$500 for a foursome with 1:00 PM shot gun start. Email <u>arnprior.optimistclub@gmail.com</u> to register. Registration gets you a power cart, 18 holes of golf, and a dinner and prizes.

County Councillor Dan Lynch made the following announcements:

- May 25th, 2025 invited to the Gerald Tracey park rededication ceremony in Eganville which starts at 1:30 PM.
- The Ottawa Valley Tourism Awards winners will be announced at the OVTA annual general meeting and tourism awards celebration which is taking place at 5:00 PM Tuesday at the Neat Café in Burnstown. Of note, in the Tourism Champion category, Jill McLellan, co-founder of Watch My 6 and owner of End of the Leash, Megan James, general manager of Somewhere Inn Calabogie, and Councillor Lynch and the Arnprior Station. Thanks again to our businesses that supported the Arnprior Station. They were Miller Aggregates, RONA, Wolf System, Paul Neil Trucking, Hughes Brittle Printing, Home Hardware, Milliken Landscaping, Arnprior Glass, Cold Bear Brewing, The Toner Family, The Box Family, The Lynch Family, The England Family, The McLean Family, Bonnie Giles, Arnprior McNab Braeside Archives, and Gilk's Signs. The Station has been recognized as a place to visit on the Railways of the Ottawa Valley.
- At 5:00 PM this Thursday, at the Paul J Yakabuski Community Centre in Barry's Bay, there will be a celebration of life for Mark Willmer. Mark was at the Town for 22+ years as a councillor and member of the community.

At the request of County Councillor Lynch, Council observed a moment of silence in memory of Mark Willmer.

The CAO made the following announcements:

- At the Ottawa Valley Tourism Awards, the Town has also been recognized with a nomination in the category of Cultural Events for the Cultural Night Market.
- Canadian Heritage Grant applied for Canada Day and received \$10,000. Historically the Town has received about \$2,000, so this was great to see.

The Director of Recreation made the following announcements:

- Swings will be going up this week in all parks. Already installed at Legion Park last week. Fairview Park swings will go up when it opens at the end of May and Caruso Park once the excessive groundwater dries up.
- The section of the Gillies Trail (Waterfront Trail) between Pier 6 to the boat launch is closed due to overland water. Continue to monitor the condition of the trail daily.

17. Closed Session

Resolution Number 161-25 (7:27 PM) Moved by Lynn Cloutier Seconded by Dan Lynch

That Council move into Closed Session to discuss two (2) matters pursuant to Section 239 (2)(b) of the Municipal Act, 2001, as amended, to discuss a personal matter about an identifiable individual, including municipal or Local Board employees (Town Awards – Volunteer, Senior and Youth and Striking Committee); and one (1) matter pursuant to Section 239 (2)(e) and (f) of the Municipal Act, 2001, as amended, to discuss litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Claim).

Resolution Carried

Resolution Number 162-25 (8:18PM) Moved by Dan Lynch Seconded by Lynn Cloutier

That Council resume to Open Session.

Resolution Carried

Resolution Number 163-25 Moved by Chris Couper Seconded by Ted Strike

That Council direct staff to proceed as directed in Closed Session.

Resolution Carried

18. Confirmatory By-Law

Resolution Number 164-25 Moved by Chris Toner Seconded by Tom Burnette

That By-law No. 7589-25, being a By-law to confirm the proceedings of the Regular Meeting of Council held on April 28th, 2025, be and is hereby enacted and passed. Resolution Carried

19. Adjournment

Resolution Number 165-25 Moved by Lynn Cloutier Seconded by Chris Couper

That this meeting of Council be adjourned at 8:19 PM.

Resolution Carried

Signatures

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk



The Corporation of the Town of Arnprior Notice of Application for Zoning By-Law Amendment ZBL-7/24 and Notice of Public Meeting

Take Notice that pursuant to the requirements of the Planning Act, the Corporation of the Town of Arnprior advises that an application for amendment to Comprehensive Zoning By-law No. 6875-18, as amended, has been received and was deemed a complete application.

And Further, Take Notice that an in-person public meeting giving the public an opportunity to make representations in respect of the zoning amendment will be held on Monday, May 12, 2025, at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior.

Subject Lands:

The land affected by the amendment is legally described as McNab Concession C, Part of Lot 3, Part 1 on Registered Plan 49R-19701, Amprior Ontario (see key map).

Purpose, Effect & Location of the Amendment:

The purpose of the proposed amendment to Comprehensive Zoning By-law 6875-18 is to:

- Reduce the setback to watercourse from 30 m to 4.86 m for a retaining wall and parking area;
- Increase the maximum building height from 15 m to 16.8 m;
- Reduce the minimum required parking from 71 spaces to 68 spaces; and
- Permit the balconies to encroach into the minimum required front yard by 1.25 m

to allow development of a 5-storey 57-unit apartment building with underground parking.

More Information:

Copies of the proposed amendment, material provided under Section 34 of the Planning Act and any additional information relating to the proposal, are available for inspection at 105 Elgin St. W. by contacting the Planning office at 613-623-4231 ext. 1816 during regular office hours or by emailing planning@arnprior.ca.

Any person may participate in the public meeting and/or make written or verbal representation either in support of or in opposition to the amendment.

If a person or public body would otherwise have an ability to appeal the decision of the Town of Arnprior to the Ontario Land Tribunal (OLT), but the person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Arnprior before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Arnprior before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal (OLT) unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you wish to be notified of the decision of Town of Arnprior on the proposed zoning by-law amendment, you must make a written request to Town of Arnprior c/o Planning, Town of Arnprior, 105 Elgin St. W., Arnprior ON K7S 0A8.

If you are receiving this notice because you are the owner of property in the area of the amendment that contains seven or more residential units, you must also post this notice in a location that is visible to all of the residents of your property.

Privacy Disclosure: As one of the purposes of the Planning Act is to provide for planning processes that are open and accessible, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record. The Town to such

persons, will disclosed/make this information available as the Town deems appropriate, including anyone requesting such information. Please note that by submitting any of this information, you are providing the Town with your consent to use and disclose this information as part of the planning process.

Dated at the Town of Arnprior this 15th day of April 2025.

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

Key Map:





The Corporation of the Town of Arnprior Notice of Application for Zoning By-Law Amendment ZBL-4/25 and Notice of Public Meeting

Take Notice that pursuant to the requirements of the Planning Act, the Corporation of the Town of Arnprior advises that an application for amendment to Comprehensive Zoning By-law No. 6875-18, as amended, has been received and was deemed a complete application.

And Further, Take Notice that an in-person public meeting giving the public an opportunity to make representations in respect of the zoning amendment will be held on Monday, May 12, 2025, at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior.

Subject Lands:

The land affected by the amendment is legally described as part of McNab Concession C, Part of Lot 3, Part 1 on Registered Plan 49R-19701, Arnprior Ontario (see key map).

Purpose, Effect & Location of the Amendment:

The purpose of the proposed amendment to Comprehensive Zoning By-law 6875-18 is to amend the zoning of the subject property from "Residential Three (R3)" and "Residential Three exception 26 (R3*26)" to Residential Three exception 41 (R3*41) to reduce the minimum required lot frontage for a single-detached dwelling from 12.0 m to 10.0 m in order to allow development of single-detached dwellings on narrower lots.

More Information:

Copies of the proposed amendment, material provided under Section 34 of the Planning Act and any additional information relating to the proposal, are available for inspection at 105 Elgin St. W. by contacting the Planning office at 613-623-4231 ext. 1816 during regular office hours or by emailing planning@arnprior.ca.

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If you wish to be notified of the decision of Town of Arnprior on the proposed zoning by-law amendment, you must make a written request to Town of Arnprior c/o Planning, Town of Arnprior, 105 Elgin St. W., Arnprior ON K7S 0A8.

If you are receiving this notice because you are the owner of property in the area of the amendment that contains seven or more residential units, you must also post this notice in a location that is visible to all of the residents of your property.

Privacy Disclosure: As one of the purposes of the Planning Act is to provide for planning processes that are open and accessible, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record. The Town to such persons, will disclosed/make this information available as the Town deems appropriate, including

anyone requesting such information. Please note that by submitting any of this information, you are providing the Town with your consent to use and disclose this information as part of the planning process.

Dated at the Town of Arnprior this 15th day of April 2025.

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

Key Map:



Notice of Statutory Public Meeting

Regarding Council Composition

Take Notice that the Town of Arnprior is holding a public meeting on **May 12, 2025, at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior Ontario**, to discuss the proposed change in council composition to rename the "County Councillor" position to be the "Deputy Mayor" and that the position will be the representative at County Council, as well as hold the position of Deputy Mayor, for the full Council term, effective the next 2026-2030 term of Council.

Town of Arnprior Council is currently comprised of the Mayor, the County Councillor and five (5) councillors for a total of seven (7) and elected at large. The role of the Deputy Mayor currently rotates through all six (6) members of Council on an eight (8)-month rotation. The proposed change would rename the "County Councillor" position to be the "Deputy Mayor" and that the position will be the representative at County Council, as well as hold the position of Deputy Mayor, for the full Council term, effective the next 2026-2030 term of Council. The public meeting is an opportunity for the public to review and provide comments on the proposed changes to the Council Composition By-law, as required under the Town's Public Notice Policy.

The proposed Composition of Council By-law will not be considered by Council at this meeting. The by-law will be considered by Council at a future meeting, after considering comments received as part of the public meeting and the consultation process. Report 24-11-12-05 - Council Composition Survey Results, 2026 Municipal Election Alternative Voting Method and 2025 Ad-Hoc Council Renumeration Committee (item 12e)) was presented to Council on November 12, 2024.

Any person may provide comments either in support of, or in opposition to, the proposed bylaw. All interested parties are invited to provide written comments or make an oral submission in person.

For more information about this matter, contact:

Kaila Zamojski, Town Clerk Town of Arnprior 105 Elgin Street West, Arnprior ON K7S 0A8 Phone: (613) 623-4321 ext. 1818 Email: clerks@arnprior.ca Website: <u>www.arnprior.ca</u>



Council Composition Public Meeting

Robin Paquette, CAO Meeting Date: May 12, 2025

Page 19



Background

- February 2023 Resolution 052-23:
 - That Council direct staff to bring a report forward in January 2024 regarding a review of council composition and representation at the County of Renfrew
- February 2024 Resolution 071-24:
 - That Council directs staff to proceed with a survey of Council members as outlined therein
- November 2024 Resolution 369-24:
 - That Council rename the "County Councillor" position to be the "Deputy Mayor" and that the position will be the representative at County Council, as well as hold the position of Deputy Mayor, for the full Council term, effective the next 2026-2030 term of Council



Background

 There are provisions in provincial legislation under which a local municipality, by local initiative and subject to certain rules, can alter the composition of its council, including changes to the size of council, members' titles and certain methods of election or selection of members.



Current Composition

- 7 Members all elected at large (no wards)
 - Mayor head of Council
 - County Councillor Council's representative on County Council; shall report any relevant information stemming from County Council business at Council in a timely manner
 - Councillors (5)
- Deputy Mayor appointment of a Councillor to Deputy Mayor position shall be on an eight (8) month rotational basis
 - act in the place and stead of the Mayor when the Mayor is absent from the Municipality or absent through illness or the office is vacant.



Proposed Composition

- 7 Members all elected at large (no wards)
 - Mayor head of Council
 - Deputy Mayor acts in place of the Mayor when the Mayor is absent for full term of Council AND is Council's representative on County Council
 - Councillors (5)



Amendments

- The Town's Procedure By-law will require amending.
- The current Council Composition By-law No, 5084-02 will be required to be amended, enacting the position of Deputy Mayor.



Public Comments

- The purpose of this meeting is to receive any public comments with regard to the change proposed in the Council Composition to take effect for the term of Council from 2026-2030.
- Please state your name and address for the recording secretary if you'd like to make a comment.
- No written comments were received.

Questions?



• WHERE THE RIVERS MEET • Page 26



Town of Arnprior Staff Report

Subject: PWC-2025-02 Daniel Street Resurfacing – Town Works Report Number: 25-05-12-01 Report Author and Position Title: Ryan Wall, Engineering Officer Department: Operations Meeting Date: May 12, 2025

Recommendations:

That Council authorize the expenditure of \$582,099.71 (incl net HST and 5% contingency) for the Town's portion of the County of Renfrew's Tender PWC-2025-02, which includes rehabilitation of sidewalks and structures along Daniel Street (CR-2), and resurfacing of William Street between John Street and Daniel Street, and;

That Council authorize the CAO to execute such documentation as may be necessary to proceed with the project.

Background:

As part of the County of Renfrew's 2025 Capital Works Program, the County of Renfrew's Public Works and Engineering Department published Tender PWC-2025-02 for the resurfacing of Daniel Street between Winners Cricle and Rock Lane. The scope of the project also includes implementation of a median on Daniel Street between Winners Circle and Baskin Drive, as well as a Stress Absorbing Membrane Interlayer (SAMI) below the top lift of asphalt. As part of this project, the County of Renfrew coordinated with Town of Arnprior staff, to include sidewalk repairs and upgrades along Daniel Street in the tender, as well as resurfacing of William Street between John Street and Daniel Street including the SAMI layer.

Discussion:

On April 24th, 2025, the County of Renfrew Public Works and Engineering Department closed Tender PWC-2025-02 County Road 2 (Daniel Street) Rehabilitation.

Upon closing of the tender, submissions were received from seven firms. The lowest

Page 1 of 3

acceptable bid was submitted by R.W. Tomlinson Limited. Following the tender closing, County of Renfrew Staff advised the Town of Arnprior of the cost for the Town's portion of the works.

The cost to the Town for our portion of the works, using the rates provided in the tender submission, is \$646,396.10 including full HST and 5% contingency.

The scope of the work includes replacing 2,388 m² of sidewalk along Daniel Street (County Road 2) including installation of Tactical Walking Surface Indicators where required by Accessibility for Ontarians with Disabilities Act (AODA). The Town of Arnprior is responsible for construction, maintenance and replacement of sidewalks along all County Roads. Making the repairs included in the tender in concurrence with the County's portion of the resurfacing works will also mean that any necessary curb repairs or asphalt surface reinstatement will be included in the scope of the County's portion of the works.

Also included in the scope of work is a resurfacing of William Street from Daniel Street to John Street. New curbs and sidewalks will be replaced on this block of William Street, as well as milling of the asphalt surface, installation of a Stress Absorbing Membrane Interlayer, and repaving of the surface course of asphalt.

Options:

Council could choose not to proceed with dedicating the funding to this project, though this is not recommended, as it is within budget and in line with the Town's asset management strategies.

Policy Considerations:

This project was tendered through the County's competitive tendering process, which aligns with the Town's Procurement Policy.

Financial Considerations:

The cost to the Town to complete this work, when factoring for a 5% contingency and net HST rebate is \$582,099.71. With the favorable tender rates seen in PW-2025-02 (MacDonald Street, Edey Street, Vancourtland Street), the Rolling Road Rehabilitation budget has \$586,045.25 available for the Daniel Street and William Street project, resulting in a budgetary surplus of \$3,945.54.

Meeting Dates:

N/A

Consultation:

- Jennifer Morawiec, General Manager, Client Services / Treasurer
- John Steckly, General Manager, Operations
- County of Renfrew Public Works and Engineering Department

Documents:

N/A

Signatures

Reviewed by Department Head: John Steckly

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



Town of Arnprior Staff Report

Subject: Pilot Project – Lease Agreement at McLean Beach Report Number: 25-05-12-02 Report Author and Position Title: Graeme Ivory, Director of Recreation Department: Recreation Meeting Date: 12 May 2025

Recommendations:

That Council authorize the Mayor and Clerk to execute the Lease Agreement with Air Paddle Canada Inc (operationally known as Ottawa Valley Air Paddle) for the placement of one mobile trailer for the purposes of establishing a rental centre and supporting town recreation programs and events at McLean Beach.

Background:

Ottawa Valley Air Paddle (OVAP) was founded in 2018 when they started renting inflatable paddleboards out of their home. They incorporated in 2021 and started selling and shipping paddle sports products around the country. Since then, they have grown to be a full-fledged paddle shop in the summer and a ski/snowboard shop in the winter with a strong focus on serving the paddling community locally and in the surrounding area. They opened a commercial storefront on Madawaska Street in April of 2024.

OVAP began offering kayak trials and programming at McLean Beach in 2023 and through their data tracking noted that they have welcomed over 2000 out-of-town users to Arnprior to try kayaking, attend on of their events or pick-up orders at their store.

In 2023, the Town of Arnprior partnership with OVAP to launch an annual event called Paddlefest. Paddlefest is a free community festival celebrating paddling, wellness, and the Ottawa River. It features guided tours, beach yoga, live music, vendor market, and demos – each year attracting more visitors and local vendors. The third annual Paddlefest event is scheduled for July 12, 2025 at McLean Beach.

Discussion:

After another successful summer operating temporarily out of McLean Beach and following the successful launch of their store earlier in the year, OVAP staff inquired about a more permanent setup at McLean Beach. Both the Waterfront Master Plan and Recreation and Parks Master Plan include recommendations for the revitalization of McLean Park in the short and medium term. Without knowing what form the eventual revitalized park and beach area will take, Town Staff recommend that this initiative be approved as a pilot project for 2025-2026 and 2026-2027 (with two possible 1-year extensions) and continue in a more temporary structure until such time as the plans for the park and beach are finalized. Furthermore, the Waterfront Master Plan previously highlighted the potential for a rental location at Robert Simpson Park. The design work on Robert Simpson Park is currently underway and may consider an operation of this nature in the future.

OVAP staff remain keen to have a semi-permanent setup at McLean Beach to support their offerings of a demo centre and rentals along with storage for their inventory. They have proposed the use of a trailer which would remain on site at the beach for the season.

In addition to programming and trials of the OVAP products, the Town has requested OVAP to include running the Town's Lending Hub as part of its operations on the site. This would support the use of our kayak inventory, by our residents, who are currently required to attend at the Nick Smith Centre to access the equipment. This service has been included in the lease agreement.

The following photo is an example of a trailer that the tenant anticipates having in this leased location.



Options:

- a) Council could choose to amend the lease terms to another timeframe or lease rate.
- b) Council could choose to decline the land lease entirely.

Policy Considerations:

This report has been completed in accordance with the Town's Strategic Plan vision for embracing a Sustainable Financial Model and effective Service Delivery.

Financial Considerations:

Annual rental revenue generated from the lease agreement will be applied to rental revenues for McLean Park operating budget line.

Consultation:

N/A

Documents:

See By-Law No. 7592 - McLean Beach Lease Agreement (Air Paddle Canada Inc.)

Signatures

Reviewed by Department Head: Graeme Ivory

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



Town of Arnprior Staff Report

Subject: Zoning By-law Amendment 5/25 – Madawaska Blvd. Report Number: 25-05-12-03 Report Author and Position Title: Alix Jolicoeur, Manager of Community Services / Planner Department: Community Services Meeting Date: May 12, 2025

Recommendations:

That Council receives an application for an amendment to Zoning By-law 6875-18 for a vacant parcel on Madawaska Blvd. to amend the zoning to:

- increase the maximum building height from to 14.0 m to 14.9 metres
- permit balconies to project a maximum of 1.3 m into the minimum required rear yard; and
- reduce the minimum required planting strip along the front lot line abutting Madawaska Blvd from 3.0 m to 0.0 m

to permit development of a four storey 185-unit apartment development with some first-floor non-residential uses as proposed.

Further That pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on June 9, 2025, regarding the proposed amendment, to allow for public review and comment.

Background:

Owner: 85 Madawaska Inc. Legal Description: legally Concession C, Part of Lot 3, Arnprior, ON (as shown in the key map Document 1) Area of Land: 17,964 m² (1.796 ha) Existing Structures: the property is currently vacant Official Plan: Mixed-Use Commercial/Employment Area subject to Section C5.8.4. Zoning: Mixed-Use Commercial Employment Exception 37 (MU-CE*37)

An application for Zoning By-law amendment was received to amend the zoning of a vacant parcel of land on Madawaska Blvd. to:

- increase the maximum building height from to 14.0 m to 14.9 metres
- permit balconies to project a maximum of 1.3 m into the minimum required rear yard; and
reduce the minimum required planting strip along the front lot line abutting Madawaska Blvd from 3.0 m to 0.0 m

to permit development of a four storey 185-unit apartment development with some first-floor non-residential uses as proposed.

The proposed development consists of three connected apartment buildings with underground parking. The proposed development includes two vehicular entrances from Madawaska Blvd. and a vehicular entrance from Jack Cres. The entrance from Jack Cres. would provide access to the proposed underground parking.

There is a concurrent application for site plan control approval for the development (SPC 10-24).

Context

The subject lands are located between Jack Cres. and Sheffield St. with frontage on Madawaska Blvd.



Figure 1 Streetview of subject property from Madawaska Blvd from 2023

There are existing non-residential properties located at the corners of the lot along Madawaska Blvd. At the northwest corner of the lot and existing gas station (see figure 2). At the north-east corner of the lot is an existing restaurant (see figure 3).



Figure 2 Streetview of the existing gas station at 85 Madawaska Blvd



Figure 3 Streetview of 145 Madawaska Blvd from 2023

On the opposite side of Madawaska Blvd. from the subject property are existing non-residential uses.



Figure 4 Streetview the non-residential properties on the opposite side of Madawaska Blvd.

South of the subject property are existing 3 and 4 storey multi-unit residential buildings. The vacant area between Sheffield St and the existing buildings shown in figure 5 is subject to a site plan control application to build a 4-storey, 37-unit multi-unit residential building.



Figure 5 Streetview 16 Sheffield St. with 61 Jack Cres and Island View Retirement Living in the background.

East of the subject property are 8 and 12 Jack Cres. and a vacant parcel of land. 8 and 12 Jack Cres are Phases 1 and 2 of Sawmill Flats. The vacant parcel of land is subject to a site plan control application and ZBLA application for Phase 3 of Sawmill Flats which will include a 5-storey multi-unit residential building and underground parking.



Figure 6 Streetview of 8 and 12 Jack Cres. (Phases 1 and 2 of Sawmill Flats) and the vacant lot proposed as Phase 3 of Sawmill Flats

West of the subject property is 149 Madawaska Blvd. which is an existing car dealership.



Figure 7 Streetview of 149 Madawaska Blvd.

Figure 8 is an aerial photograph of the area from 2020.



Figure 8 Aerial photo from 2020 of the subject and surrounding lands

Discussion:

Provincial Planning Statement, 2024

The Provincial Policy Statement, 2024 section 2.2.1. requires planning authorities to "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...permitting and facilitating all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units... [and] promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities and supports the use of active transportation."

Official Plan Policies

The subject property is designated Mixed-Use Commercial/Employment Area subject to Section C5.8.4.

The objectives of the Mixed-Use Commercial/Employment Area designation include providing space for development, consolidation and expansion of commercial uses, light industrial uses and protecting commercial areas from incompatible residential development.

Site specific Policies under Section C5.8.4. state:

"In addition to the other uses permitted in the Mixed-Use Commercial/Employment Area designation, medium and high-density residential uses up to 6 storeys and long-term care facilities and retirement homes up to 6 storeys may be permitted subject to the consideration of a zoning by-law amendment. One of the factors to consider when such an application is submitted is the compatibility of the proposed use with existing land uses.

In recognition of the prime location of this area, food stores and other retail stores that have a floor area that does not generally exceed 2,500 square metres are permitted, subject to the preparation of a market impact study in accordance with Section C4.6 of this Plan.

While new drive-through facilities are discouraged in this area, they may be permitted subject to the provisions in the implementing zoning by-law."

Section C5.6 contains policies for development including that it have minimal impact on adjacent properties in relation to grading, drainage, access and privacy; that improvements to the streetscape such as soft landscaping and lighting fixtures and benches are part of the overall design; and vehicular access points are coordinated and consolidated where possible.

Several policies in the Official Plan concern how parking relates to the street including Section E7.3.2.3 'Parking' which states:

- a) "Surface parking between the front of the building and public street shall be minimized to the extent possible, and well landscaped.
- b) Parking facilities should include clearly marked, illuminated and, if possible, separated pedestrian walkways to and from the associated building or site.
- c) Surface parking lots should include sufficient landscaped areas or islands to interrupt paved surfaces to provide aesthetic appeal and to mitigate water runoff and heat island effects.
- d) Underground or decked parking is encouraged, especially on smaller sites where multiple dwellings and/or commercial units are permitted."

Additional policies speak to landscaping specifically along Madawaska Blvd. Section C5.7, 'Landscaping on Madawaska Boulevard', states:

a) "The Town will require that landscaping be an integral component of all new development on vacant lots and the redevelopment of existing uses to enhance the aesthetics of Madawaska Boulevard wherever possible. On this basis, the Town may require a landscape plan when considering development and redevelopment applications. Such a landscape plan shall consider the following:

- i. Existing mature trees and established vegetation should be retained and enhanced where possible to enhance the visual appearance of the site and to minimize the impacts of the development on adjacent uses; and,
- ii. Continuous, highly visible, well-articulated and landscaped connections between building(s) that are set back from public roads and the public roads should be provided to establish appropriate pedestrian linkages between the sidewalk and building entrances and generally improve access for public transit users.
- b) It is recognized that the provision of additional landscaping may not be feasible when lots are redeveloped and/or when existing uses are expanded, particularly if the landscaping potentially limits the amount of development that could occur and/or is not feasible given building and parking area location. In these cases, the focus of the Town will be on the enhancement of the streetscape by the addition of landscaping between the building and the public road and the parking areas adjacent to the public road."

Zoning By-law Provisions

The current zoning of the land is Mixed-Use Commercial Employment Exception 37 (MU-CE*37). The zoning of the subject and surrounding properties is shown in Figure 9.



Figure 9 Zoning of the subject and surrounding properties

The Mixed-Use Commercial Employment zone permits a variety of non-residential uses including business office, business service use, childcare center, commercial fitness center, financial institution, medical office, retail store and restaurant.

Exception 37 permits apartment dwellings and prohibits drive-through facilities. Exception 37 also limits retail stores to maximum 2500 sq. m. of floor area, and states that the lands subject to this exception are considered one lot for zoning purposes.

The following zoning by-law amendment would be required for the development as proposed:

- increase the maximum building height from to 14.0 m to 14.9 metres
- permit balconies to project a maximum of 1.3 m into the minimum required rear yard; and
- reduce the minimum required planting strip along the front lot line abutting Madawaska Blvd from 3.0 m to 0.0 m

to permit development of a four storey 185-unit apartment development with some first-floor non-residential uses as proposed.

The proposed development has been reviewed considering all applicable zoning provisions. The development as proposed meets or can meet all other applicable provisions.

Process

May 12, 2025 – Request council authorization to go to public meeting June 9, 2025. A notice of public meeting will be issued minimum 20 days prior to the public meeting.

June 9, 2025 – Statutory public meeting

June 23, 2025 – Application and recommendation of staff presented to Council for a decision. Following a decision of Council, notice of the decision is issued within 15 business days and is followed by a 20-day appeal period.

Options:

1. Refuse the requested zoning by-law amendment without going to public meeting. This is not recommended by staff.

Policy Considerations:

As outlined above.

Financial Considerations:

Not applicable.

Meeting Dates:

May 12, 2025 – Request council authorization to go to public meeting June 9, 2025

June 9, 2025 – Statutory public meeting

June 23, 2025 – Application and recommendation of staff presented to Council for a decision. Following a decision of Council, notice of the decision is issued within 15 business days and is followed by a 20-day appeal period.

Consultation:

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

Documents:

- 1. Key Plan
- 2. Site Plan
- **3.** Addendum to Planning Rationale

Signatures

Reviewed by Department Head: Alix Jolicoeur

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski

Document 1 – Key Plan



Document 2 – Site Plan



85 MADAWASKA COORDINATION DRAWING LIST

PAGE	DRAWING TITLE	REVISION	DATE	
A0000	TITLE PAGE	1.2	2025.01.24	
A0060	SITE PLAN	1.2	2025.01.24	
A0100	GENERAL FLOOR PLAN - P1 LEVEL PARKING	1.2	2025.01.24	
A0101	GENERAL FLOOR PLAN - 1ST FLOOR	1.2	2025.01.24	
A0400	GENERAL ELEVATIONS	1.2	2025.01.24	
A0401	GENERAL ELEVATIONS	1.2	2025.01.24	





ARNPRIOR, ONTARIO **ODGE IN ARNPRI(** MADAWASKA LÉPINE

COMPANY NAME : MADAWASKA INC.







4





< [1]	TYPICAL PARKING SPACE IN A PARKING AREA 5.5 m x 2.75 m (min.)		BARRIER FREE PARKING SPACE - TYPE B 5.5 m x 2.75 m + 2.0 m access aisle (min.)
< [12]	TYPICAL PARKING SPACE IN AN ENCLOSED OR UNDERGROUND PARKING GARAGE 5.5 m x 2.6 m (min.)	<	TYPICAL PARKING SPACE FOR VISITORS 5.2 m x 2.75 m (min.)
< < A	BARRIER FREE PARKING SPACE - TYPE A 5.5 m x 3.4 m + 2.0 m access aisle (min.)	< < C	TYPICAL PARKING SPACE FOR COMMERCE 5.2 m x 2.75 m (min.)

630, boul. René-Lévesque O. 32e étage, Montréal QC H3B 1S6 T 514 847 1117 NEUF.ca ASSOC KIM/PHAM/ LICENCE 9305 ARCHITECT(E)S NEUF ARCHITECTES SENCRL CLIENT Client NO PROJET No. 13302 24.04.16 2025.01.24 VÉRIFIÉ PAR Checked DESSINÉ PAR Drawn by AP / TBG KP ÉCHELLE Scale DATE (aa.mm.jj) 2025.01.24 1:300 TITRE DU DESSIN Drawing Title

SITE PLAN

NO. DESSIN Dwg Number A0060

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 mesurées. / The dimensions on these documents must be read and not measured. ARCHITECTE PAYSAGER Landscape Architect

Gino J. Aiello Landscape Architect 110 Didsbury Road Unit #9 Ottawa K2T 0C2 T 613 852 1343 CIVIL Civil

Jp2g Consultants 16 Edward Street South, Suite 211, Amprior, ON K7S 3W4 T 613 626 0780

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CIMA+ 740, rue Notre-Dame O., Montréal, QC H3C 3X6 T 514 337 2462

URBANISTE Urban Planner

NOVATECH 240 Micheal Cowpland Drive, Suite 200, Ottawa, K2M1PP6 T 613 254 9643

ARPENTEUR Surveyor

ANNIS, O'SULLIVAN, VOLLEBEKK LTD. 14 Concourse Gate, Suite 500, Nepean, Ontario, K2E 7S6 T 613 727 0850

ARCHITECTES Architect

NEUF architect(e)s Inc.

SCEAU / Seal

17 964 m²

22 482 m²

16 UNITS

17 UNITS

17 UNITS

17 UNITS

67 UNITS

16 UNITS

51 UNITS

185

46

9

240

240

173

MIN. 109 m

17 964 m²

MIN. 6 m

MIN. 12 m

MIN. 6 m

MIN. 3 m

MAX. 14 m

8712 m² (48%)

6 319 m²

7 840 m²

30 322









	PRIVATE LOCKEF	
NUMBER		
67	LEVEL	NUMBER
69		HOMBER
62	P1 PARKING LEVEL - PAV. A	30
42	P1 PARKING LEVEL - PAV. B	32
240	P1 PARKING LEVEL - PAV. C	37
	TOTAL: 99	
	101AL. 99	
	COMMON LOCKE	રડ
	LEVEL	NUMBER
	P1 PARKING LEVEL - PAV. B	22
	P1 PARKING LEVEL - PAV. C	64
	TOTAL: 86	
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4		
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12		

XX	
	SEE PLANS FOR DETAILS
´xx)	MATERIAL TYPE
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 par l'entrepreneur avant le début des travaux. / All dimensions which appear on the documents must be verify by the contractor before to start the work.
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- professionnals. 4 Les dimensions sur ces documents doivent être lues et non mesurées. / The dimensions on these documents must be read and not measured.
- ARCHITECTE PAYSAGER Landscape Architect

Gino J. Aiello Landscape Architect 110 Didsbury Road Unit #9 Ottawa K2T 0C2 T 613 852 1343

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ARPENTEUR Surveyor ANNIS, O'SULLIVAN, VOLLEBEKK LTD. 14 Concourse Gate, Suite 500, Nepean, Ontario, K2E 7S6 T 613 727 0850

ARCHITECTES Architect

NEUF architect(e)s Inc. 630, boul. René-Lévesque O. 32e étage, Montréal QC H3B 1S6 T 514 847 1117 NEUF.ca

SCEAU / Seal









COMPANY NAME LÉPINE LODGE IN

NO PRO IET No

EMPLACEMENT Location MADAWASKA, ARNPRIOR, ONTARIO

ARNPRIOR

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GENERAL FLOOR PLAN -P1 LEVEL PARKING

RÉVISION Revision	NO. DESSIN Dwg Number
1.2	A0100



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GENERAL NOTES			
# NOTE	DESCRIPTION		
1	BOLLARDS		
2	ROOF HATCH		
3	RETAINING WALL		
4	BUILDING OUTLINE ABOVE GROUND		
5	PARKING OUTLINE		
6	COMMERCIAL SIDEWALK		
7	PRIVATE TERRACE		
8	PRIVATE BALCONY		
9	PODIUM		
10	TEMPORARY GARBAGE STORAGE AREA		
11	VEGETABLE GARDEN		
12	HYDRO TRANSFORMER		
13	P1 LEVEL EXIT STAIR		
14	PROPOSED NEW FIRE HYDRANT		
15	LINEAR DRAIN (GARAGE RAMP DRAINAGE)		
16	CANOPY		
17	EXISTING ELECTRICAL POST		
18	EXISTING ELECTRICAL POST AND POST ANCHOR TO BE RELOCATED		
19	EXISTING ELECTRICAL AND BELL PEDESTALS		

	GENERAL NOTES
# NOTE	DESCRIPTION
20	EXISTING MANHOLE
21	EXISTING LAMP POST
22	SCUPPER
23	PROJECT SIGNAGE
24	WATER TANK ACCESS
25	FENCE
26	POOL FOOTPRINT
27	LIGHT FIXTURE
28	NEW SANITARY MANHOLE
29	NEW STORMWATER MANHOLE
30	AREA FOR ELECTRICAL EQUIPMENT
31	PLAY AREA





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GENERAL ELEVATIONS

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	GENERAL NOTES			GENERAL NOTES
# NOTE	DESCRIPTION	1	# NOTE	DESCRIPTION
1	BOLLARDS		20	EXISTING MANHOLE
2	ROOF HATCH		21	EXISTING LAMP POST
3	RETAINING WALL		22	SCUPPER
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19	EXISTING ELECTRICAL AND BELL PEDESTALS]		



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DESCRIPTION

GENERAL WEST ELEVATION (JACK CRESCENT)

GENERAL EAST ELEVATION (SHEFFIELD STREET)

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GENERAL ELEVATIONS

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Document 3 – Addendum to Planning Rationale



April 24, 2025

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

Attention: Alix Jolicoeur, Manager of Community Services/Planner

Dear Ms. Jolicoeur:

Reference: 85 Madawaska Boulevard Zoning By-law Amendment Application – Addendum to Planning Rationale Our File No.: 121118

Novatech has been retained by Lepine Corporation ("the owner") to prepare and file a Zoning By-law Amendment application in order to facilitate the development of three low-rise apartment buildings on the property municipally known as 85 Madawaska Boulevard (the "Subject Site"). The Minor Variance application that was filed on January 27, 2025 for the Subject Site will be withdrawn and replaced with this Zoning By-law Amendment application. This letter is an addendum to the Planning Rationale that was filed with the Site Plan Control application on December 3, 2024. The addendum will outline the requested Zoning By-law Amendment and provide a brief rationale in support of the requested relief.

The Subject Site is designated Urban Community in the County of Renfrew Official Plan (2020). The Subject Site is designated Mixed Use Commercial/Employment Area in the Town of Arnprior Official Plan (2017). The Subject Site is zoned Mixed Use-Commercial/Employment, Exception 37 (MU-CE*37) in the Town of Arnprior Zoning By-law 6875-18.

Proposed Zoning By-law Amendment

The Zoning By-law provisions that apply to the Subject Site are listed in Table 1 below.

		Table 1: Zoning Provisions
Zoning Provision	Required	Provided
Minimum Lot Frontage (m)	30 m	109 m
Minimum Lot Area (m ²)	1,858 m ²	17,964 m ²
Minimum Front Yard Setback (m)	6 m	13.51 m
Minimum Rear Yard Setback (m)	12 m	12 m
Minimum Exterior Side Yard Setback (m)	6 m	8.37 m / 6.0 m
Minimum Interior Side Yard Setback (m)	3 m	27.0 m / 6.2 m / 40.5 m / 3.6 m
Maximum Building Height (m)	14 m	14.9 m (including parapet)
Minimum Planting Strip	3 m	2.18 m
Abutting a Residential Zone		(1.5 m high fence provided
(m)		along rear property line.)

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	1.5 m (if a wall/solid board fence with a height of 1.5 m is provided)	
Minimum Planting Strip Abutting the Front/Exterior Side Lot Line (m)	3 m	0 m / 12 m (along Madawaska Boulevard) 3 m (along Jack Crescent) 6.34 m (along Sheffield Street)
Maximum Projection into a Rear Yard - Balcony	Not permitted	1.3 m
Parking		
Minimum Vehicle Parking – Residential	185 spaces	
Minimum Vehicle Parking – Residential (Visitor)	46.25 spaces	240 spaces (accessible spaces included)
Minimum Vehicle Parking – Retail Store	8.7 spaces	
Minimum Accessible Parking Spaces – Type A	3 spaces	3 spaces
Minimum Accessible Parking Spaces – Type B	3 spaces	3 spaces
Minimum Bicycle Parking	12 spaces	12 spaces

The following Zoning exceptions are proposed for the Subject Site.

- To permit an increased building height of 14.9 metres
- To permit a 1.3-metre-wide balcony projection in the rear yard
- To require a minimum planting strip width of 0 metres along the full length of the front lot line

These exceptions can be added to Exception 37 which applies to the Subject Site or a new exception can be created that combines Exception 37 with the proposed exceptions listed above.

Zoning By-law Amendment Rationale

The proposed development will better utilize the Subject Site by providing 185 dwelling units on a vacant lot. The proposed development is appropriately located to support increased residential density. The ground-floor commercial uses along Madawaska Boulevard will complement the proposed residential uses by fostering a pedestrian-oriented environment where residents can access commercial uses by walking or cycling. The mixed-use building is located close to the street in order to create a more urban, pedestrian-oriented environment.

Increased Building Height

Section 7.6 of the Zoning By-law permits a maximum building height of 14 metres on the Subject Site. Relief from this provision of the Zoning By-law is required to permit a building height of 14.9 metres on the Subject Site. This is 0.9 metres greater than what is permitted in the Zoning By-law.

The requested increase in building height is primarily required to accommodate a parapet above the main entrance of the buildings. The rest of the building meets the maximum building height permitted in the Zoning By-law. The requested relief is required due to the Zoning By-law's definition of building

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height, which requires that the building height be measured to the top of the parapet rather than permitting the parapet as a projection above the height limit.

Despite the increased height, the proposed buildings will fit into the neighbourhood context, where there are a number of four and five storey buildings located to the west. The increased building height will have no impact on neighbouring properties, with no shadowing or privacy impacts resulting from the 0.9 metre increase in building height.

Balcony Projection

The Town of Arnprior Zoning By-law does not include provisions for permitted projections in the Mixed Use-Commercial/Employment zone. Relief from the Zoning By-law is required to permit a 1.3 metre balcony projection into the rear yard. This relief is technical in nature and is only required because Part 7 of the Zoning By-law regarding properties zoned Mixed Use does not speak to permitted projections into yards. If the Subject Site was in a Residential zone, the proposed balcony projections would be permitted as-of-right.

The proposed balconies will provide private amenity space for residents while ensuring that there are minimal impacts on the privacy of neighbours. The proposed balconies will be separated by 10.7 metres from the rear lot line, which will ensure that rear neighbours are not impacted by the rear balcony projections.

Reduced Front Planting Strip

Section 7.3.2 of the Zoning By-law requires that a 3 metre wide planting strip be provided across the full length of the front lot line. Relief from this provision of the Zoning By-law is required to reduce the minimum required front planting strip to 0 metres. Despite the reduced planting strip, the proposed development will provide for buffering between the building and the street. The proposed development is set back more than 13 metres from the front lot line, which far exceeds the minimum required front yard setback. The proposal is also set back more than 27 metres from the road, which will provide for additional separation between the road and the building.

The reduced front planting strip will allow for a more desirable site design, where commercial and visitor parking is located in front of the building close to the building entrances. This will provide easier access to the ground-floor commercial uses and residential uses on the upper floors rather than locating parking to the rear of the building. Locating the commercial parking spaces in the front yard means that parking does not need to be located to the rear of the building, which would negatively impact the large rear yard amenity area proposed on the Subject Site.

The Official Plan states that "Surface parking between the front of the building and public street shall be minimized to the extent possible, and well landscaped" (Section E7.3.2.3(a)). The proposed development includes 240 parking spaces, with 49 of these spaces proposed between the front of the building and the public street. This means that around 20% of the proposed parking spaces are located between the front of the building and the public street. The number of surface parking spaces between the front of the front of the building and the public street, with most of the remaining spaces located in an underground parking garage. The number of surface parking spaces between the front of the building and the public street has been minimized as much as possible.

An approximately 7-metre-wide landscape strip is proposed between the front lot line and the sidewalk. This landscape strip will continue the existing landscape strip between the sidewalk and neighbouring front lot lines that exists along Madawaska Boulevard and will provide landscaping

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between the surface parking and the street. While this landscaping will be located within the Town's right-of-way and is not on private property, maintaining the existing right-of-way landscaping along Madawaska Boulevard will provide some buffering and separation between the road and the proposed parking.

Despite the reduced front planting strip, adequate landscaping will be provided on the Subject Site. Approximately 8700 square metres of soft landscaping is proposed on the Subject Site, which constitutes around 48% of the lot area. This includes a softly landscaped amenity area to the east of Pavilion B as well as landscaping between the three proposed buildings. This soft landscaping will ensure that there is ample opportunity for tree planting on the Subject Site.

Conclusion

To facilitate the proposed development of three low-rise apartment buildings on the Subject Site, the Zoning By-law Amendment requests an exception to permit an increased building height of 14.9 metres, a balcony projection of 1.3 metres, and a reduced front planting strip of 0 metres.

The proposed increase in building height is required to accommodate a parapet above the main entrances and will have no shadowing impacts on neighbours. The proposed balcony projection is required as the Mixed Use-Commercial/Employment zone does not include provisions for permitted projections. The reduced front planting strip is required to allow for a more desirable site design where users and visitors can easily access the ground floor commercial uses. Despite the reduced front landscaping, over 48% of the Subject Site will be landscaped and there will be a large separation between the parking spaces and the street.

The Zoning By-law Amendment application is appropriate for the development of the Subject Site and represents good land use planning.

Yours truly,

NOVATECH

Simran Soor, MCIP, RPP Project Planner | Planning & Development

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Town of Arnprior Staff Report

Subject: Zoning By-law Amendment 4/24 – Grace St. Andrews United Church

Report Number: 25-05-12-04

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

Department: Community Services

Meeting Date: May 12, 2025

Recommendations:

That Council receives an application for an amendment to Zoning By-law 6875-18 for the Grace St. Andrews United Church property including 24 Ottawa St., 258 Albert St., and 257 and 269 John St. N., to amend the zoning of a portion of the property from Residential One to Institutional and a portion of the property from Institutional to Residential One in order to support severance of the existing detached dwellings at 258 Albert St. and 24 Ottawa St., and the creation of two new vacant residential lots with frontage on Albert St. and Ottawa St.

Further That pursuant to Section 34(12) of the Planning Act, Council holds a public meeting on June 9, 2025, regarding the proposed amendment, to allow for public review and comment.

Background:

Owner: Grace St Andrews United Church

Legal Description: legally described as Plan 7 Lot 12, 14 & 39, Part of Lot 10 and part of lot 35; and Plan 7 E part of Lot 10, Arnprior, ON as shown in the key map in Document 1.

Area of Land: 0.522 ha

Existing Structures: Grace St. Andrews United Church (269 John St. N.), 2 singledetached dwellings (24 Ottawa St., and 258 Albert Street) and the Christian Education Center (257 John St. N.)

Official Plan: Established Residential Area

Zoning: Institutional (I) and Residential One (R1)

An application for Zoning By-law amendment was received to change the zoning of a portion of the property from Residential One to Institutional and a portion of the property

from Institutional to Residential One in order to support severance of the existing detached dwellings at 258 Albert St. and 24 Ottawa St., and the creation of a new vacant residential lot with frontage on Albert St., and orphaned parcel with frontage on Albert St. and Ottawa St.

The application for zoning by-law amendment follows conditional approval of three (3) consent applications (B5/24, B6/24 and B7/24). A plan showing the severances as conditional approved is shown in Document 2. Conditional approval of the three severances was granted by the Committee of Adjustment April 30, 2025.

Application B5/24 is to create a new lot containing the existing dwelling at 258 Albert St. as the previous property merged with the church property when the two properties came under the same ownership. The merging of the two properties occurred because neither property had been created by subdivision or consent.

Application B6/24 is to sever a parcel of land for the creation of a new vacant lot with frontage on Albert Street. This application together with B7/24 would result in a second vacant lot being created on the corner of Albert St. and Ottawa St. referred to as an orphaned parcel.

Application B7/24 is to sever a parcel of land for the creation of a new lot containing the existing single-detached dwelling at 24 Ottawa Street.

One of the conditions of approval of these applications was that the zoning of the property/properties be amended to reflect the current and proposed uses in order for the new lots to meet zoning.

Context

The subject lands are located at the intersections of John St. N., Ottawa St and Albert St. (see figures 1 to 3). The proposed zoning amendments do not affect the portions of property fronting on John St. N.



Figure 1 Streetview of 258 Albert St and the conditionally approved vacant lots on Albert St.



Figure 2 Streetview of 24 Ottawa and the orphaned parcel, resulting from the conditionally approved severance of the vacant lot and 24 Ottawa St., at the corner of Ottawa St. and Albert St.



Figure 3 Streetview of Grace St. Andrews United Church, 269 John St. N.

North of the subject property, on the opposite side of Ottawa Street are existing single detached dwellings (see Figure 4).



Figure 4 Streetview houses on the opposite side of Ottawa St.

East of the subject property, on the opposite side of Albert St are an existing 4-storey multi-unit residential building (259 Albert St.) and an existing single detached dwelling (249 Albert St.).



Figure 5 Streetview of 259 Albert St.



Figure 6 Streetview of 249 Albert St.

South of the subject property are existing single detached dwellings, 254 Alberts St. and 253 John St. N. (See figure 7 and 8).



Figure 7 Streetview of 254 and 258 Albert St.



Figure 8 Streetview of 253 John St. N.



Figure 9 is an aerial photograph of the area from 2020.

Figure 9 Aerial photo from 2020 of the subject and surrounding lands

Discussion:

Provincial Planning Statement, 2024

The Provincial Policy Statement, 2024 section 2.2.1. requires planning authorities to "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...permitting and facilitating all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units... [and] promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities and supports the use of active transportation."

The proposed new vacant lot and resulting orphaned parcel would allow for additional residential development which would represent intensification within the area. The Zoning by-law amendment is required to permit creation of these new lots and for their future development for residential uses.

Official Plan Policies

The subject property is designated Established Residential Area.

The objectives of the Established Residential Area designation are to:

- a) "Recognize, maintain, and protect the character and identity of existing low density residential neighbourhoods and plans of subdivision;
- b) Recognize existing medium and high-density developments that have already occurred and allow for their completion and redevelopment as appropriate;
- c) Provide for new development/redevelopment on existing lots in a manner that maintains and protects the existing neighbourhood character;
- d) Provide for modest intensification in the form of townhouses and apartment dwellings in appropriate locations; and,
- e) Provide for alterations to existing residential uses in a manner that maintains and protects the existing neighbourhood character."

Permitted uses in the Established Residential Area designation include single-detached dwellings, semi-detached dwellings, townhouse dwellings, low-rise apartment buildings (maximum height 3 storeys), additional dwelling units, garden suites, home based businesses, bed and breakfast, day nurseries and local institutional uses.

Zoning By-law Provisions

The current zoning of the land is Institutional (I) and Residential One (R1). The majority of the parcel is zoned Institutional, only the former 258 Albert St. lot is zoned Residential One (R1). The zoning of the subject and surrounding properties is shown in Figure 10.



Figure 10 Zoning of the subject and surrounding properties

The Institutional zone permits the following uses:

- Cemetery
- Child care center
- Community center
- Crisis intervention home
- Hospital, public
- Library
- Long term care home
- Museum
- Place of worship
- Retirement home
- School, private
- Schools, public

The Residential One (R1) zone permits the following uses.

- Single-detached dwelling
- Semi-detached dwelling
- Duplex dwelling
- Additional dwelling unit
- Home business
- Bed and breakfast establishment
- Child care center
- Home child care

A zoning sketch in Document 3 shows the proposed areas of the subject property to be rezoned and where the existing zoning to remain the same.

Process

May 12, 2025 – Request council authorization to go to public meeting June 9, 2025. A notice of public meeting will be issued minimum 20 days prior to the public meeting.

June 9, 2025 – Statutory public meeting

June 23, 2025 – Application and recommendation of staff presented to Council for a decision. Following a decision of Council, notice of the decision is issued within 15 business days and is followed by a 20-day appeal period.

Options:

1. Refuse the requested zoning by-law amendment without going to public meeting. This is not recommended by staff.

Policy Considerations:

As outlined above.

Financial Considerations:

Not applicable.

Meeting Dates:

May 12, 2025 – Request council authorization to go to public meeting June 9, 2025

June 9, 2025 – Statutory public meeting

June 23, 2025 – Application and recommendation of staff presented to Council for a decision. Following a decision of Council, notice of the decision is issued within 15 business days and is followed by a 20-day appeal period.

Consultation:

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

Documents:

- 1. Key Plan
- 2. Plan of conditionally approved severances B5/24, B6/24 and B7/24
- 3. Zoning sketch

Signatures

Reviewed by Department Head: Alix Jolicoeur

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski







Document 2 - Plan of conditionally approved severances B5/24, B6/24 and B7/24

Document 3 – Zoning Sketch



The Corporation of the Town of Arnprior

By-law Number 7590-25

A by-law to amend By-law Number 7136-21, as amended being a by-law to adopt the Terms of Reference for the Committee of Adjustment/ Property Standards Committee.

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001,* as amended, empowers a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Council at their Regular Council Meeting on April 28, 2025, provided direction to amend the Terms of Reference for the Committee of Adjustment/Property Standards Committee; and

Whereas the Council of the Corporation of the Town of Arnprior deems it necessary to amend the Terms of Reference for the Committee of Adjustment/Property Standards Committee.

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

1. That the following wording be replaced in Appendix A of the By-law Number 7136-21, "Membership", paragraph one (1), to read as follows:

"The Committee of Adjustment / Property Standards Committee consists of five (5) members, being comprised of up to four (4) public members and up to two (2) members of Council."

2. That this by-law shall come into full force and effect upon the passing thereof, subject to the Municipal Act, 2001, Part VI.1, Sec. 284.11 and any other legislation, at which time all by-laws, and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

Passed in Open Council, this 12th day of May, 2025.

Signatures:

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

This by-law is deemed to be adopted page 67

, 2025.

The Corporation of the Town of Arnprior

By-law Number 7591-25

Being a By-law to appoint a Member of Council to the Committee of Adjustment / Property Standards Committee of the Town of Arnprior for 2025.

Whereas as provided in Section 44 (1) of the *Planning Act, R.S.O. 1990, Chapter P. 13*, the Council of the Municipality may by by-law constitute and appoint a committee of adjustment for the municipality composed of such persons not fewer than three, as Council considers advisable; and

Whereas as provided in Section 44(3) of the *Planning Act, R.S.O. 1990, Chapter P.13,* the members of the committee who are not members of a Municipal Council shall hold office for the term of the Council that appointed them and the members of the committee who are members of a Municipal Council shall be appointed annually; and

Whereas the Council of the Corporation of the Town of Arnprior, as provided in Section 54(2) of the *Planning Act, R.S.O. 1990, Chapter P.13*, delegated this authority to the Town's Committee of Adjustment by By-law No. 3226-83; and

Whereas as provided in Section 54(1) of the *Planning Act, R.S.O. 1990, Chapter P.13* the County of Renfrew did, with the approval of the Minister of Municipal Affairs & Housing, delegate to the Town of Arnprior the authority to grant consents under Section 53 of the Act; and

Whereas Section 15.6(1) of the Building Code Act, 1992, S.O. 1992, c.23 provides that a by-law prescribing the standards of the maintenance and occupancy of property within the municipality passed under section 15.1 shall provide for the establishment of a committee composed of such persons, not fewer than three, as the council considers advisable to hold office for such term and on such conditions as the by-law may establish; and

Whereas By-law No. 6602-16, as amended was enacted and passed by Council of the Corporation of the Town of Arnprior, being a by-law for prescribing standards for the maintenance and occupancy of property within the Town of Arnprior and to establish a Property Standards Committee; and

Whereas Council at their April 28, 2025 Council Meeting, requested another Council Member be appointed to the Committee of Adjustment and Property Standards Committee for the remainder of 2025; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to appoint another Member of Council to the Committee of Adjustment / Property Standards Committee for the remainder of 2025;

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

- 1. That Councillor Lynn Cloutier is hereby appointed to the Committee of Adjustment / Property Standards Committee for 2025 as a Council representative; and
- 2. That this by-law shall come into full force and effect upon the passing thereof, subject to the Municipal Act, 2001, Part VI.1, Sec. 284.11 and any other legislation, at which time all by-laws, and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

Passed in Open Council, this 12th day of May, 2025.

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

This by-law is deemed to be adopted or	, 2025.
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By-Law Number 7592-25

A by-law to authorize the execution of a lease agreement with Air Paddle Canada Inc. for purposes of operating a rental centre located at 178 McLean Avenue, Arnprior Ontario.

Whereas Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 empowers and authorizes a municipality to govern their affairs as they consider appropriate; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with Air Paddle Canada Inc. for use of the premises known municipally as 178 McLean Avenue, Arnprior Ontario for the purposes of operating a rental centre;

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

- 1. **That** the Mayor and Clerk are authorized to execute the Lease Agreement with Air Paddle Canada Inc., attached as Schedule A, on behalf of the Town of Arnprior; and
- 2. **That** this by-law shall come into full force and effect upon the passing thereof, subject to the Municipal Act, 2001, Part VI.1, Sec. 284.11 and any other legislation, at which time all by-laws, and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

Passed in Open Council this 12th day of May, 2025.

Signatures:

Lisa McGee, Mayor

Kaila Zamojski, Town Clerk

This by-law is deemed to be adopted or	, 2025
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THE CORPORATION OF THE TOWN OF ARNPRIOR

This indenture is dated this day , 2025

BETWEEN:

THE CORPORATION OF THE TOWN OF ARNPRIOR

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the "LANDLORD"

- and -

AIR PADDLE CANADA INC.

Hereinafter called the "TENANT"

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 178 McLean Avenue, Arnprior Ontario, Canada, K7S 3T1 (the "Property"), for the placement of one mobile trailer (8.5ft by 24ft) for purposes of storage and a rental centre to be located within the park space of the Landlord more particularly outlined in Schedule A attached (the "Premises").

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - a. At the Term set forth in Section 2;
 - b. For the Rent set forth in Section 3: and
 - c. Subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises.

2. PREMISES, TERM AND EXTENDED TERM

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being dedicated space for the Tenant's mobile trailer (outlined on Schedule A). The Tenant shall also have the non-exclusive use of all common areas of the Property.
- (2) The Tenant shall lease the Premises for a Two (2) Year term commencing May 1, 2025 and expiring on April 30, 2027 (the "Term").
- (3) The Term of this Agreement shall be automatically extended for further one (1) year period (the "Extended Term") to a maximum of two (2) such extensions unless either the Tenant or the Landlord provides written notice to the other in accordance with Section 14 hereof that this Agreement shall be terminated, with such written notice to be given on or before February 1st for the termination of this Agreement effective in the year of the Term in which such notice of termination is given.

3. RENT

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents of \$100.00 per year, based on use of dedicated space in the park, and shall be payable by the following terms:
 - a. For the term May 1, 2025 to April 30, 2026, a gross rent of \$100.00
 - b. For the term May 1, 2026 to April 30, 2027, a gross rent of \$100.00
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section but does not include HST.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublease or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublease or occupant had originally executed this Lease as Tenant.

- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent as provided herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - a. the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - b. if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 12 (2) of this Lease and any other remedies available in law;
 - c. the Tenant agrees to make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as storage space, rental centre operations and to support Town recreation programs and events, where applicable, without the express consent of the Landlord given in writing and all use of the Premises shall be subject to the Rules and Regulations in Schedule B attached and as the Landlord may reasonably make from time to time.
- (2) During the Term of this Lease, the tenant shall support the operation of the Town of Arnprior's Lending Hub providing access and use to a minimum of two (2) Town-owned kayaks for free public use at this location. Use of these items must be in compliance of the Town's Lending Hub operation guidelines. Use of these items should also be tracked by tenant with a report provided to the Landlord at end of year.
- (3) The Tenant shall not do or permit to be done at the Premises anything which may:
 - a. constitute a nuisance;
 - b. cause damage to the Premises;
 - c. cause injury or annoyance to occupants of neighbouring premises;
 - d. make void or voidable any insurance upon the Premises; or
 - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.

6. LANDLORD'S WORK

The Landlord covenants during the term provided for herein, it shall maintain in good order and condition and in a good state of repair, the Common Areas in accordance with first-class practices and standards, having regard to the type and location of the Premises as a prudent owner and operator.

7. TENANT'S WORK

The Tenant covenants during the term provided for herein, it shall maintain the leased space of the premises, their trailer and equipment in good order and condition. The tenant shall maintain a clean and safe environment for all park users where their operation is concerned and maintain Town of Arnprior equipment with the same care and standard as their own. The tenant will ensure that the public has complete access to all public areas, including the beach, at all times. The Tenant must follow all Town of Arnprior by-laws included but not limited to the Recreation Facility Use Policy, as amended, and those referenced therein. The tenant must advise the Director of Recreation of any health and safety incidents or concerns that occurred on the property relating to the tenant's operations.

8. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
 - a. and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
 - b. and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Rent.
- (3) Upon the expiry of the Term or other termination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

9. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
 - a. before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
 - b. any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the Premises unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
 - a. the removal is in the ordinary course of business;
 - b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
 - c. the Landlord has consented in writing to the removal;

but in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other

objects whatsoever brought onto the Premises by the Tenant.

- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

10.INSURANCE

(1) The Tenant shall obtain and maintain in force during the term of the Agreement a policy or policies of insurance in form, amount and with insurers satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario, for the term herein provided covering the Landlord, as its interest may appear, and covering the Tenant with respect to the following:

Commercial General Liability insurance to a limit of liability not less than two million (\$2,000,000.00) dollars per occurrence, inclusive with an aggregate of not less than five million (\$5,000,000.00); The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- i. Non-owned automobile coverage with a limit not less than two million (\$2,000,000.00) and shall include contractual non-owned coverage (SEF 96);
- ii. Products and completed operations coverage;
- iii. Broad form Property Damage; and
- iv. Contractual Liability
- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
- c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
- d. Tenant Legal Liability insurance in an amount equal to the repairs or reinstatement of the square footage of land occupied.
- (2) Each insurance policy referred to above shall name the Landlord or anyone designated by the Landlord as additional insured, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (3) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days' notice in writing.

- (4) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises
- (5) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the buildings to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increase amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof, provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

11. INDEMNIFICATION

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
 - a. Any breach by the Tenant of any of the provisions of this Lease;
 - b. Any act or omission of any person on the Premises or any use or occupancy of or any things on the Premises;
 - c. Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible for on the Premises or elsewhere on or about any Building; or
 - d. Any injury or death of persons, or any loss or damage to property of the Tenant or any of its servants, agents, employees, invitees, licensees, subtenants, contractors or persons for whom the Tenant is in law responsible,
 - e. On the Premises or elsewhere on or about the Building or the Lands.
- (2) Every indemnity, exclusion, release of liability and waiver of subrogation contained in this Lease for the benefit of the Landlord shall extend to and benefit all of the Landlord's servants, agents, employees, and others for whom the Landlord is in law responsible.

12. DAMAGE TO THE PREMISES

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder

of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;

- b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
- c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

13. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
 - a. the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
 - b. the Tenant has breached his covenants or failed to perform any of his obligations under this lease; and
 - i. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii. the Tenant has failed to correct the default as required by the notice;
 - c. the Tenant has:
 - i. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - ii. had his property seized or attached in satisfaction of a judgment;
 - iii. had a receiver appointed;
 - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the. Landlord's property;
 - v. without the consent of the Landlord, made or entered into an agreement to make a sale of his assets to which the Bulk Sales Act applies;
 - vi. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.

- d. any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- e. the Premises;
 - i. become vacant or remain unoccupied for a period of 30 consecutive days; or
 - ii. are not open for business on more than thirty (30) business days in any twelve(12) month period or on any twelve (12) consecutive business days;
 - iii. are used by any other person or persons, or for any other purpose than as provided for in this lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
 - a. the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any newtenant pays to the Landlord.
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - a. the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - b. the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and reenter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

14. TERMINATION AT END OF TERM

(1) If the Tenant remains in possession of the Premises after the Term of this Lease and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

15. NOTICE

(1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this lease may be given

To the Landlord at:

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

To the Tenant at the Premises or at:

Air Paddle Canada Inc. 67 Madawaska Street Arnprior, ON K7S 1S1

(2) The above addresses may be changed at any time by giving ten (10) days written notice. Any notice given by one party to the other in accordance with the provisions of this lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

16. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

17. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" whereby used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

18. LEASE FORMS ENTIRE AGREEMENT

This agreement, including any schedules attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements, representations, warranties, understandings, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

Signed, Sealed and Delivered this 1st day of May, 2025

THE CORPORATION OF THE TOWN OF ARNPRIOR

Lisa McGee, Mayor

Kaila Zamojski, Clerk

We have authority to bind the Corporation.

AIR PADDLE CANADA INC.

Scott Fawcett, Owner

I have authority to bind the Organization.

Schedule "A" "THE PREMISES"

Legal Description: Part of Lot 3, Concession D, Arnprior

N.B. The green rectangle represents leased space for the location of the mobile trailer.



SCHEDULE "B"

"RULES AND REGULATIONS FORMING PART OF THIS LEASE"

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

- 1. The entrances, parking, beach and general public spaces shall not be obstructed by the Tenant, its agents, contractors, invitees or employees for any purpose other than access to and from the Premises.
- 2. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenants or users.
- 3. No animals or birds shall be kept on the Premises.
- 4. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
- 5. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus which is in any manner audible or visible outside of the Premises.
- 6. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
- 7. Canvassing, soliciting and peddling are prohibited.
- 8. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
- 9. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.



Appointment of Mayor Lisa McGee to the Joint Library Use Agreement Committee

Whereas By-law No. 6486-15 established a Joint Library Use Agreement between the Township of McNab/Braeside, Town of Arnprior and the Arnprior Public Library Board; and

Whereas Section 8 of this agreement requires the establishment of a Municipal Library Use Committee, with a Member of Council from the Town of Arnprior to be appointed; and

Whereas at the Regular Council Meeting on April 28, 2025, Council provided direction to appoint a member of Council to the Municipal Library Committee.

Therefore be it resolves that Mayor Lisa McGee be appointed to the Municipal Library Use Committee.



Municipal Grants Application (In-Kind Request) – Grace St. Andrews United Church Women

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Grace St. Andrews United Church Women for the 2025 Christmas Craft Sale; and

Whereas the Grace St. Andrews United Church Women are an eligible organization under the Municipal Grants Policy; and

Whereas the Grace St. Andrews United Church Women will be hosting a Christmas Craft Sale on November 1st, 2025 at the Nick Smith Centre which is a fundraising event that allows the Grace St. Andrews United Church Women to give back to the community; and

Therefore Be It Resolved That Council approve the request for waiving the Nick Smith Centre Community Hall Rental Fee (value of approximately \$365) on November 1st, 2025 for the Christmas Craft Sale; and

Further That Grace St. Andrews United Church Women 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.