

Town of Arnprior

Regular Meeting of Council Agenda

Date: Monday, June 9th, 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 May 26, 2025 (Page 1-11)
- 8. Awards / Delegations / Presentations
- 9. Public Meetings
 - a) Zoning By-law Amendment 4/24 24 Ottawa St., 258 Albert St., and 257 and 269 John St. N. (Page 12-13)
 - **b) Zoning By-law Amendment 5/25 85 Madawaska Blvd.** (Page 14-15)
- 10. Matters Tabled / Deferred / Unfinished Business
- 11. Notice of Motion(s)

12. Staff Reports

- a) Impact of Ontario Regulation 343/22 on Fire Department Water Rescue Program, Cory Nicholas, Deputy Fire Chief (Page 16-23)
- **b) Grant Application: Health & Safety Water Stream**, Ryan Wall, Engineering Officer (Page 24-27)
- **c)** Bell Fire Monument, Patrick Foley, Engineering Officer (Page 28-34)
- d) Nick Smith Centre Meeting Room Lease Arnprior Packers, Graeme Ivory, Director of Recreation (Page 35-54)

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-JUN-11
 - ii) Correspondence Package A-25-JUN-07

15. By-laws & Resolutions

- a) Resolutions
 - i) Municipal Grants Application (In-Kind Request) Terry Fox Foundation (Page 55)
 - ii) Request for Support Arnprior Regional Health Foundation Water Bill Insert in July/August 2025 Water Bills (Page 56)

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 (Secondary School Bursaries)

18. Confirmatory By-law

By-law No. 7599-25 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 May 26th, 2025, 6:30 PM Town Hall, Council Chambers – 105 Elgin St. W. Arnprior, ON.

Council and Staff Attendance

Council Members Present (In-Person):

Deputy Mayor Chris Toner County Councillor Dan Lynch Councillor Ted Strike Councillor Lynn Cloutier

Councillor Chris Couper

Council Members Present (Virtual):

Council Members Absent:

Mayor Lisa McGee Councillor Tom Burnette **Town Staff Present:**

Robin Paquette, CAO Kaila Zamojski, Town Clerk Jennifer Morawiec. GM Client

Services/Treasurer

Kaitlyn Wendland, Deputy Clerk Graeme Ivory, Director of Recreation

Lucas Power, Program & Events

Supervisor

Alix Jolicoeur, Manager of Community

Services/Planner

1. Call to Order

Deputy Mayor Chris Toner called the Regular Council Meeting to order at 6:30 PM and welcomed those present.

2. Roll Call

The roll was called, with all Members of Council being present except Mayor Lisa McGee and Councillor Tom Burnette.

3. Land Acknowledgement Statement

Deputy Mayor Chris Toner 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 184-25 Moved by Chris Couper Seconded by Ted Strike

Be It Resolved That the agenda for the Regular Meeting of Council dated Monday, May 26th, 2025, be adopted.

Resolution Carried

5. Disclosures of Pecuniary Interest

Deputy Mayor Chris Toner declared a Pecuniary Interest for Agenda Item 8(a) as he is the co-owner of and has a financial interest in Cold Bear Brewing.

6. Question Period

None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 185-25 Moved by Lynn Cloutier Seconded by Chris Couper

That the minutes of the Regular Meeting of Council listed under Item 7 (a) on the Agenda be adopted (Regular Meeting of Council – May 12, 2025).

Resolution Carried

8. Awards/Delegations/Presentations

a) Program and Events Summer Update, Lucas Power, Program and Events Supervisor

Lucas Power, Program and Events Supervisor, provided an overview of the presentation provided in the agenda package and responded to questions from Council.

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Notice of Motion(s)

None

12. Staff Reports

b) Zoning By-law Amendment Application 6/25 – 10 William St. W., Alix Jolicoeur, Manager of Community Services/Planner

Resolution Number 186-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That Council receives an application for a Zoning By-law Amendment (ZBLA 6/25) for the property known municipally as 10 William Street West to rezone the subject property from "Mixed Use Residential/Commercial exception 3 temporary zoning 2 (MU-RC*3-T2)" to "Mixed Use Residential/Commercial exception 49 temporary zoning 2 (MURC*49-T2)"; and

That pursuant to the Planning Act, Council holds a public meeting on Monday, June 23, 2025, regarding the proposed amendment, to allow for public review and comment.

Resolution Carried

c) Zoning By-law Amendment 7/24 – Sawmill Flats Phase 3, Alix Jolicoeur, Manager of Community Services/Planner

Resolution Number 187-25 Moved by Lynn Cloutier Seconded by Chris Couper

That Council adopts a by-law to amend Zoning By-law 6875-18 for land legally described as McNab Concession C, Part of Lot 3, Part 1 on Registered Plan 49R-19701, Arnprior Ontario, from "Mixed-Use Residential/Commercial Exception 26 (MUCE*26)" to "Mixed-Use Residential/Commercial Exception 49 (MU-CE*49)" 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 visitors parking rate from 0.25 spaces per apartment dwelling unit to 0.20 spaces per apartment dwelling unit; and
- Permit the balconies to encroach into the minimum required front yard by up to 1.25 m in order to permit development of a 5-storey, 57-unit multi-unit residential building with underground parking as proposed; and

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

Resolution Carried

d) Zoning By-Law Amendment 4/25 – Marshall's Bay Meadows Phase 5A & 5B, Alix Jolicoeur, Manager of Community Services/Planner

Resolution Number 188-25 Moved by Dan Lynch Seconded by Lynn Cloutier

That Council adopts a by-law to amend Zoning By-law 6875-18 to change the zoning of part of the land legally described as McNab Concession C, Part of Lot 1; Concession D Part of Lot 1; Part Road Allowance, Registered Plan 49R-19293 Part of Part 1, Arnprior Ontario, from "Residential Three (R3)" and "Residential Three Exception 41 (R3*41)" to "Residential Three Exception 48 (R3*48)" to reduce the minimum required lot frontage for a single-detached dwelling from 12.0 m to 10.0 m; and

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

e) Annual Statement of Development Charges – 2024, Jennifer Morawiec, General Manager, Client Services/Treasurer

Resolution Number 189-25 Moved by Dan Lynch Seconded by Lynn Cloutier

That Council receive report number 25-05-26-04 as information; and

That this Annual Statement of Development Charges be made available to the public on the Town of Arnprior website or upon request.

Resolution Carried

f) Budget Matters – Expenses: Ontario Regulation 284/09, Jennifer Morawiec, General Manager, Client Services/Treasurer

Resolution Number 190-25 Moved by Chris Couper Seconded by Ted Strike

That Council adopt this report by resolution as required under the Municipal Act, 2001, as amended, Ontario Regulation 284/09.

Resolution Carried

g) Proclamation for Pride Month (June 2025), Kaitlyn Wendland, Deputy Clerk

Resolution Number 191-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That Council proclaim June 2025 as Pride Month in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas June is recognized in Canada as Pride Month, a time to celebrate the contributions of persons from the 2SLGBTQ+ community, and increase efforts to build awareness; and,

Whereas the Progress Pride flag is an important symbol of hope and acceptance for 2SLGBTQ+ youth and adults who continue to face stigma, discrimination, isolation and bullying in their home, workplaces and community spaces, simply for being who they are; and,

Whereas this stigma and discrimination puts 2SLGBTQ+ individuals at elevated risk of mental-health issues, substance abuse, homelessness and suicide; and,

Whereas the Town of Arnprior acknowledges and celebrates the contributions of the 2SLGBTQ+ community to the social, cultural and economic wellbeing of all Ontarians; and,

Whereas during Pride Month, we can all reflect on the progress made to recognize and protect the rights of 2SLGBTQ+ communities, and the work that still needs to be done; and,

Whereas flying the rainbow flag at Town Hall during the second week of June 2025 symbolizes the Town's celebration of diversity and support for the 2SLGBTQ+ community.

Now Therefore, Council of the Town of Arnprior, does hereby proclaim June 2025 as Pride Month in the Town of Arnprior and encourage all citizens to think about what steps we can collectively take to make our community a safe and inclusive place for all, regardless of sexual orientation, gender identity or gender expression.

h) Proclamation for Parks and Recreation Month (June 2025), Kaitlyn Wendland, Deputy Clerk

Resolution Number 192-25 Moved by Chris Couper Seconded by Ted Strike

That Council proclaim June 2025 as Parks and Recreation Month in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas, in the Town of Arnprior, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

Whereas recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self-image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

Whereas recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates

community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

Whereas parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

Whereas recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

Whereas the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

Whereas the Town of Arnprior will have a variety of programming and community events sponsored by ParticipACTION's Community Better Challenge; and

Whereas the Town will be hosting 2025 Priorpalooza Festival and the School's Out Beach Party. These events will provide a wide range of activities accessible to everyone in our community.

Now Therefore, Council of the Town of Arnprior, does hereby proclaim June 2025 as Parks and Recreation Month in the Town of Arnprior and encourage all citizens to recognize the benefits and values of Recreation and Parks in Arnprior and participate in the many activities taking place this month and throughout the year.

i) Proclamation for Seniors Month (June 2025), Kaitlyn Wendland, Deputy Clerk

Resolution Number 193-25 Moved by Dan Lynch Seconded by Lynn Cloutier

That Council proclaim June 2025 as Seniors Month in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

Whereas Seniors Month is an annual province-wide celebration to recognize the considerate contributions that seniors have made to the life and vibrancy of our community; and,

Whereas seniors continue to serve as leaders, mentors, volunteers and important and active members of this community; and,

Whereas their contributions past and present warrant appreciation and recognition and their stories deserve to be told; and,

Whereas the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community as a whole; and,

Whereas seniors are the fastest growing population segment across Canada and a significant number of Arnprior seniors are leading healthy and active lives; and,

Whereas the Town of Arnprior's Recreation Department, the Seniors Active Living Centre (SALC), and many community groups throughout the Town provide regular age-friendly programming for local seniors.

Now Therefore, Council of the Town of Arnprior, does hereby proclaim June 2025 as Seniors Month in the Town of Arnprior and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

13. Committee Reports and Minutes

a. Mayor's Report None

b. County Councillor's Report

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

- At the last County meeting there were three delegations:
 - Ann Pohl, Spokesperson, Kitchissippi Ottawa Valley Regarding: Earth Day and Climate Action Postcard. Of note, Ann provided the cards received from Arnprior and thanked the Town for their participation.
 - Sabine Mersmann, Jama Watt, Mike Nolan, Ottawa Valley Health Team (OVOHT) – Primary Care Team Expansion Proposals. Of note, the County passed a resolution supporting the two proposals that dealt with postal codes K8A and K0J were to be submitted by May 31, 2025. Arnprior and McNab/Braeside are not part of this health team. Without a delegation from the Four Rivers Health Team, the County will not provide a resolution of support. At the present time Nurse Practitioners cannot bill the province, this is being looked into for potential in 2026.
 - Chris Brennan, Enbridge Gas, brought forward a renewal of their Franchise Agreement with the County.
- Two snowplows were purchased for a total cost of \$957,052.00 plus tax.
- The County of Renfrew Paramedic Service is partnering with Mackay Manor, Renfrew, Ontario, following the successful partnership of a joint application to the Substance Use and Addictions Program (SUAP). This funding will

support the delivery of targeted paramedic-led outreach services. These services will focus on individuals experiencing homelessness, mental health challenges, and/or substance use concerns. This initiative aims to improve access to care for vulnerable populations by providing timely, community-based interventions.

- Renfrew County Housing Corporation indicated that there are 1811 people waiting for housing which equates to 7-9 years.
- A report from Community Services indicated that 1 in 4 families are experiencing a food shortage.
- As Deputy Warden, he had the opportunity to represent the County at the Town of Petawawa's Kick Off to Accessibility Week, which is May 25-31 and on Sunday, he had the opportunity to be in Eganville where he brought greetings and congratulations from the County to Gerald Tracey, who not only celebrated his 72nd birthday, but also had a community celebration that highlighted the naming of a park "Gerald Tracey Park" after him.
- Next County Council meeting this Wednesday May 28th.

c. Committee Reports and Minutes

Councillor Couper made the following report from the Arnprior Public Library Board:

- Regarding the renewal of the library use agreement, the board has appointed Chair Josie Scott and McNab/Braeside Representative Shane Kramer. The Town of Arnprior has appointed Mayor Lisa McGee and McNab/Braeside has appointed Councillor Jill Campbell. This is a very exciting opportunity to reaffirm and renew the library agreement that has been in place for many years.
- Math tutoring continues to be very well received. The library has pivoted to a
 new lead on the program, and it is offering services to students in grades 5 to
 12 until the end of June. Provided by the generous support of the Rotary Club.
- The Board reviewed the Collection Development Policy with suggestions to tighten up some of the language regarding some challenges.
- Summer students have been hired, and the Youth Services Librarian will spend the later part of May and into June crafting the exciting Summer Calendar of Events.
- The new book locker has been installed beside the Archives entrance. Staff have received training, and the book locker will soon be operational. It will offer 24-hour access to materials to all customers with a valid library card.
- Strategic Planning continues and is being facilitated by Alison Pilon from the Ontario Library Service. An in-person, full day, strategic planning exercise will be happening soon.
- The library has had 418 new cards up to the end of April as the community continues to see growth and the value of the library.

14. Correspondence & Petitions

a) Correspondence Package No. I-25-MAY-10

Resolution Number 194-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That Correspondence Package Number I-25-MAY-10 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch made the following comments:

- Page 3 The Ontario government is accepting applications for the second intake of the 2025-26 Sport Hosting Program, which provides funding to communities and sport organizations that are hosting national and international amateur sport events in the province. He asked the CAO if the Town will be applying.
 - The CAO noted that the Town will not be applying as, at this time, the Town is not hosting any national or international sporting events.
- Page 31 The Ontario Government plans to permanently cut the gasoline and fuel tax rates and remove tolls from the provincially owned Highway 407 East.
- Page 61 AMO's Municipal Rep Day Program provides AMO's members with a set
 of resources they can use when visiting classrooms in their communities. Resources
 and guides for teachers and elected officials can support a productive and engaging
 visit with students and help ignite interest in local government with future voters and
 community leaders. He asked the CAO if the Town has received the "set of
 resources".
 - The CAO noted that these resources can be found on AMO's website under the Civic Education Resources which can be accessed by anyone.
- Page 62 Nominations are open for the Lieutenant Governor's Medal of Distinction in Public Administration, Ontario's highest honour for public service. Individuals can nominate a colleague from their municipality by June 27, 2025. He asked the CAO if the Town has considered anyone in the organization for this Medal.
 - The CAO noted that the Town is not considering anyone at this time.
- Page 66 LAS' virtual net zero workshop dealing with how we can cut energy costs, boost savings and incorporate low carbon initiatives in our municipal buildings. He asked the CAO if the Town has anyone registered to attend.
 - The CAO noted that staff will review this opportunity.
- Page 66 Small and mid-sized Ontario municipalities are invited to submit an expression of interest to participate in Quest Canada's Net-Zero Communities Accelerator Program by June 13. He asked the CAO if the Town will be submitting an expression of interest.
 - The CAO noted that staff are reviewing this opportunity.

15. By-laws & Resolutions

a) By-laws

Resolution Number 195-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That the following by-laws be and are hereby approved:

- i. By-law No. 7594-25 Zoning By-law Amendment 7/24 (Sawmill Flats Phase 3)
- ii. By-law No. 7595-25 Zoning By-law Amendment 4/25 (Marshall's Bay Meadows Phase 5A & 5B)
- iii. By-law No. 7596-25 Zoning By-law 7/25 Lift Holding (Corb Stewart Court)
- iv. By-law No. 7597- 25 Appoint Advisory Committee Members

Resolution Carried

b) Resolutions

i. 2024 Annual Integrity Commissioner Report

Resolution Number 196-25 Moved by Chris Couper Seconded by Lynn Cloutier

That Council receive the attached 2024 Annual Report from the Integrity Commissioner / Closed Meeting Investigator as information.

Resolution Carried

16. Announcements

Councillor Couper made the following announcements:

- Tickets on sale now for the Two Rivers Musical Productions 2025 musical production: Once Upon a Mattress! A musical comedy with a humorous twist on the fairy tale, 'The Princess and the Pea'. Performance at Arnprior District High School, 59 Ottawa St, Arnprior and the shows dates are: May 29 – May 31 at 7 pm and June 1 at 2 pm.
- 2025 Season: Market runs rain or shine on Sundays from June 8, 2025, to September 28, 2025 (17 dates). First Market will have a pride theme in recognition of Pride month. The Market hours are 9:00 am - 2:00 pm and is located on John Street North in Downtown Arnprior.
- Jail and Bail is happening on Saturday, June 14th at 10:00am. This event is hosted by the Lion's Club and will take place in the Giant Tiger Parking Lot. All money raised through this fundraiser benefits our community through Lion's Club. MPP Billy Denault will be among those participating

Deputy Mayor Chris Toner made the following announcement:

I visited the Lion's Club's Walk for Dog Guides on the Algonquin Trail. There
were about 25 dogs who participated in the walk. The Fire Department and
Special Olympics participated as well. It was nice to see It Takes a Village Dog
Rescue participating with some of their dogs that are looking for homes. Just shy
of \$4,000 was raised at the walk.

17. Closed Session

None

18. Confirmatory By-Law

Resolution Number 197-25 Moved by Chris Couper Seconded by Ted Strike

That By-law No. 7598-25, being a By-law to confirm the proceedings of the Regular Meeting of Council held on May 26th, 2025, be and is hereby approved.

Resolution Carried

19. Adjournment

Resolution Number 198-25 Moved by Lynn Cloutier Seconded by Dan Lynch

That this meeting of Council be adjourned at 7:39 PM.

Resolution Carried

Signatures

Chris Toner, Deputy Mayor

Kaila Zamojski, Town Clerk



The Corporation of the Town of Amprior Notice of Application for Zoning By-Law Amendment ZBL-4/24 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**, **June 9**, **2025**, at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior.

Subject Lands:

The land subject to the application is known as 24 Ottawa St., 258 Albert St., and 257 and 269 John St. N. and 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 (see key map).

Purpose, Effect & Location of the Amendment:

The proposed amendment to Comprehensive Zoning By-law 6875-18 is 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 two new vacant residential lots with frontage on Albert St. and Ottawa St.

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 Amprior this 15th day of May 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-5/25 and Notice of Public Meeting

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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**, **June 9**, **2025**, at 6:30 p.m. in Council Chambers, Town Hall, 105 Elgin Street West, Arnprior.

Subject Lands:

The land subject to the application is legally described as Concession C, Part of Lot 3, Arnprior, ON (see key map).

Purpose, Effect & Location of the Amendment:

The proposed amendment to Comprehensive Zoning By-law 6875-18 is to amend the zoning of the subject land 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.

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 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.

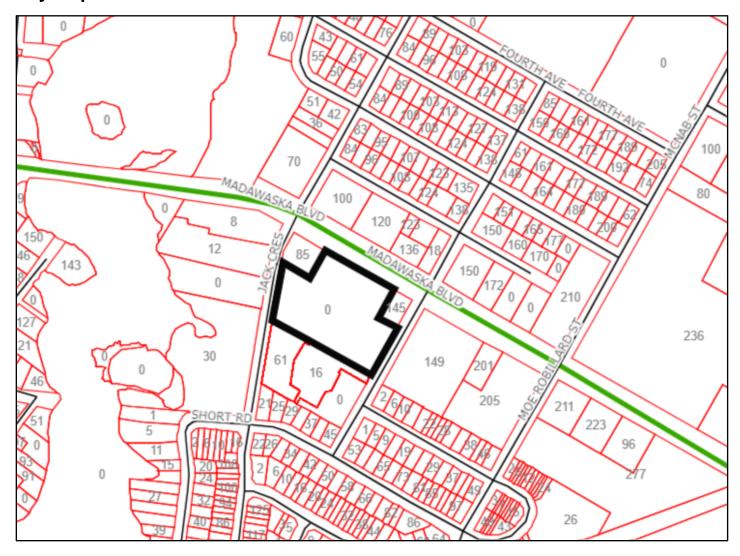
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Dated at the Town of Amprior this 15th day of May 2025.

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

Key Map:





Town of Arnprior Staff Report

Subject: Impact of Ontario Regulation 343/22 on Fire Department Water

Rescue Program

Report Number: 2025-06-09-01

Report Author and Position Title: Cory Nicholas, Deputy Fire Chief

Department: Fire Department **Meeting Date:** June 9, 2025

Recommendations:

That Council recognize Option 1B – Hybrid Certification as outlined below as the preferred approach to maintaining water and ice rescue capabilities for the Town of Arnprior Fire Department (AFD), considering operational requirements, volunteer capacity, regulatory compliance, and long-term financial responsibility and direct staff to train to this standard; and

That Council directs staff to advise both the Town of Renfrew and Township of Horton that the Town of Arnprior wishes to discontinue the current Ice and Water Rescue Agreements designating the Arnprior Fire Department as the primary first response agency for water rescue.

Background:

The Town of Arnprior Fire Department (AFD) has provided water and ice rescue services as part of its core emergency response since 2003. These operations have been facilitated by dedicated volunteer members who train to perform these rescues safely and effectively. However, the introduction of Ontario Regulation 343/22, which mandates firefighter certification, presents significant challenges to our ability to continue providing this service in its current form within a volunteer service model.

The Town of Arnprior entered into Ice & Water Rescue Agreements with both the Town of Renfrew and the Township of Horton in 2018/2019. These agreements indicate that the Town of Arnprior will provide water and ice rescue services, provided the properly trained staff are available and not needed within the Town of Arnprior for emergency operations during any opposing need, with an administrative fee of \$1,000 yearly and fees for service based on MTO rates. The Agreements are automatically renewed on a yearly basis but can be terminated on 90 days' notice.

The Town also provides service to neighbouring municipalities when called upon and when resources are available, without any formal agreement in place.

Discussion:

Regulatory Legislation:

Ontario Regulation 343/22 requires that all firefighters performing technical rescue services be certified to the National Fire Protection Association (NFPA) 1006 Standard for Technical Rescue Personnel Professional Qualifications by 2028.

At present, only one staff member within our department holds certification to perform water and ice rescue operations to the NFPA 1006 standard. While all staff have received in-house training aligned to the NFPA 1006 standard, the regulation mandates official certification, which requires third party instruction, additional time, resources, and financial investment.

Impacts:

- 1. **Certification Process:** Certifying all volunteer members to NFPA 1006 will require extensive training, evaluation, and financial resources. Given the volunteer composition of our department, meeting the 2028 certification deadline for all members will be a significant hurdle.
- Equipment Considerations: Many of the specialized water rescue equipment items, initially acquired through fundraising in 2003, will need replacement in the coming years. The various pieces of equipment are included in the LRCF in appropriate years to ensure replacement when required by their life cycle.
- 3. **Contract Agreements:** Our current agreements with neighboring municipalities regarding water rescue services must be reassessed to ensure alignment with the new regulatory framework so as not to expose the municipality to undue risk.
- 4. **Operational Limitations:** Without an increase in certified personnel, our ability to provide full water and ice rescue services will be severely constrained, raising concerns about the safety of both responders and the public.

Training Challenges for Volunteer Departments:

One of the most significant barriers to certifying volunteer firefighters is the logistical challenge of sending personnel outside of the municipality to attend the required training. Unlike full-time firefighters who can incorporate training into their regular schedules, volunteers must often take time away from their primary employment to meet certification requirements.

Factors, such as the need to take time away from family and jobs to attend longer training and the potential financial burden, make it increasingly difficult for a volunteer-based department to maintain the required levels of certification in multiple disciplines

while balancing the personal and professional obligations of its members. As such, staff investigated the means to obtain compliance with the new regulation by 2028.

Regional Training Centres:

The Office of the Fire Marshal (OFM) mandates that third-party instructors must be recognized by the province, limiting the availability of qualified instructors to OFM-sanctioned Regional Training Centres (RTC). This restriction reduces local training options and increases travel costs and time commitments for volunteers. Currently the following OFM Regional Training Centres Provide NFPA 1006 – Awareness, Surface Water Rescue and Ice Rescue Programs:

- Elgin Middlesex RTC (569 km)
- Fort Erie RTC (549 km)
- Saugeen Shores Fire Department RTC (504 km)
- Hamilton Fire Department RTC (470 km)
- Kingston RTC (160 km)
- Clarence Rockland RTC (102 km)

Programs are delivered via a hybrid model: 30 days self-directed study with 10 days in class/water/ice. Each RTC runs limited courses each year with class sizes restricted to fifteen participants, so students are often waitlisted. Costs per program, Water Rescue and Ice Rescue, are estimated at \$5,500 per person:

Registration fees \$1,400 Accommodation (10 days) \$2,000 Meals & Transportation \$1,800 Daily Stipend (6pts/5 day) \$300 Total Estimate / Person \$5,500

Training all members of the fire department through a Regional Training Centre by 2028 would cost approximately \$198,000 (\$5,500 for 2 program courses x 36 members), which is quite costly and the need to take 10 full days off their regular employment could be challenging.

Learning Contracts:

As an alternative to courses provided through the RTC, OFM Academic Standards and Evaluation does allow for Fire Departments to enter "learning contracts" whereby trained and certified internal staff can deliver training on OFM sanctioned curriculum. The OFM requires strict student/instructor ratios for high-risk training activities – as such, to enter this type of contract, AFD would be required to first ensure that there are approximately eight (8) internal staff certified to the following standards:

- NFPA 1006 Technician Level Water/Ice Rescue
- NFPA 1041 Fire Instructor I

Once internal staff are certified and can deliver the OFM sanctioned curriculum internally, the fee for remaining members is just the registration fee of \$65.00. Estimated costs for this learning contract option would be:

2 program courses for 8 members = $$5,500 \times 8 = $44,000$ Registration fee = $$65 \times 28$ members = \$1,820Total: \$45,820

Risk Considerations:

Water/Ice rescue is a high-risk, low-frequency event that requires extensive resources, ongoing training, and specialized equipment to maintain a safe and effective response capability. Given the unpredictability and inherent dangers of water and ice rescue operations, ensuring compliance with the highest standards is crucial to protecting both the public and emergency responders. Without achieving mandatory certification requirements, our ability to provide this service will be compromised.

Since 2016, the Arnprior Fire Department has been activated 12 times for water or ice rescue services:

- 5 times for boats that required a tow.
- 1 time to assess a plane crash.
- 1 time for a body recovery on flooded land.
- 2 times for persons on an island that required transport to shore.
- 1 time to wait on shore while EMS accessed a patient involved in a vehicle accident on ice.
- 2 times for false calls.

Of these calls, five were outside of the municipal boundary:

- 1 City of Ottawa.
- 1 Horton Township
- 2 McNab/Braeside.
- 1 Greater Madawaska.

These statistics highlight the relatively low frequency of water rescue incidents in our jurisdiction, yet they emphasize the necessity of maintaining an appropriate response capability whether it is water entry or shore-based. Additionally, responding to calls outside municipal boundaries raises questions about resource allocation, inter-municipal agreements, and financial sustainability.

There is a clear and important distinction between shore-based rescue operations and water entry or ice technical rescues. Shore-based rescues rely on non-entry techniques such as throw bags, reach poles, and other tools that allow responders to assist individuals in distress while remaining on stable ground or another safe location. In

contrast, water entry and ice rescues require personnel to physically enter hazardous environments, such as open water or unstable ice, using specialized equipment like flotation suits, ice rescue sleds, and watercraft. These operations are inherently more complex and demand rigorous training, certification, and risk management protocols. For small municipalities, the cost and logistical burden of certifying volunteer firefighters to NFPA 1006 standards can be prohibitive. Shore-based rescue, however, could offer a more practical alternative while saving on capital equipment costs. Recent advancements such as line launchers, expanding reach poles and remote-controlled rescue craft have greatly enhanced the capability and safety of non-entry rescue efforts. By focusing on these technologies, small communities can maintain an effective emergency response while minimizing both financial strain and responder risk.

Contract Agreements:

While providing water rescue services to neighboring municipalities demonstrates regional cooperation, the current situation poses operational risks for the Town of Arnprior. A nominal \$1,000 fee for administering the contract is paid annually by two participating municipalities, the Town of Renfrew and Township of Horton. For any operational water rescue assistance calls in other municipalities, they are charged Ministry of Transportation of Ontario (MTO) rates—\$465.42 per hour per vehicle—for each response. The contract agreement clearly states that the provision of services is contingent upon the availability of trained personnel, the availability of equipment, and the ability to maintain adequate staffing resources within the Town of Arnprior.

Staff, having reviewed this contract commitment, have raised concerns about our ability to realistically provide the proper level of service to these two municipalities, including the distance to these municipalities, liability on the municipality, lack of fully trained personnel and capacity of our service to ensure the proper level of service to our own residents. When called to assist a neighbour regardless of contract agreements, the Amprior Fire Department has always done its best to help when operational capabilities permit and adequate staffing is available. However, it should be clearly noted, and these municipalities should be advised that it is the responsibility of the municipality to provide the level of service required by their own residents with respect to emergency services. Neighbouring municipalities should be encouraged to explore establishing programs within their own jurisdictions to mitigate identified water risks internally rather than transferring this risk to uncertified third-party providers or a volunteer fire department via contract agreements. Similarly, they could liaise with a county service such as Renfrew County Paramedics to discuss existing water patient access programs and how they could support their own in-house water rescue initiatives. Staff are therefore recommending that Council direct staff to provide notice to both municipalities, in accordance with the existing agreements, that the Town is no longer wishing to provide this service through these agreements.

Equipment:

With respect to the equipment required to provide either water and ice rescue or shore-based rescues, as noted above, the Town has included the existing and necessary equipment within the Long-range Capital Forecast to ensure the ability to provide both is achieved.

Conclusion:

NFPA 1006 certification presents a major challenge for our fire department's water rescue program. While we remain committed to ensuring the safety of our residents, Council must be made aware of the costs, feasibility, and operational impacts of continuing full water/ice rescue operations versus transitioning to a "shored based rescue only" or "hybrid" service model.

Options:

1. Maintain Provision of Water Rescue Services

(a) Pursue Full Ice and Water Technical Rescue Certification for Volunteer Members at OFM Regional Training Centres:

- Provide the necessary funding and resources to certify existing members to NFPA 1006 through OFM accredited training centres.
- Invest in modern shore-based rescue equipment and outreach programs and maintain existing complement of water/ice rescue equipment.
- Staff are not recommending we continue with this level of training option due to costs and the alternative listed in b).

(b) Hybrid Certification for Volunteer Members:

- Certify a limited number of personnel to form a Technician Level Technical Rescue and Training Team.
- Enter OFM Learning Contracts and implement a phased approach to certification to spread costs over multiple years.
- Respond to each call for service and adjust tactics (water entry technical vs. shore based operational) based on the certification level of available volunteer responders and life safety risk.
- Invest in modern shore-based rescue equipment and outreach programs and maintain existing complement of water/ice rescue equipment.
- Staff are recommending the Town follow this method of training and service level due to the coverage and cost efficiency realized.

2. Modify the Service to Shore-Based Operations Only:

- Transition from full water/ice entry rescue to shore-based rescue operations, which require only Operations level training and certification and serve only Amprior jurisdictions along the Madawaska River and Ottawa River.
- Certify a limited number of personnel to form an Operations Level Rescue and Training Team.
- Enter OFM Learning Contracts and implement a phased approach to certification to spread costs over multiple years.
- Liquidate water entry assets.
- Invest in modern shore-based rescue equipment and enhanced community outreach programs.
- Staff are not recommending this option as the cost savings are not realized while the Town continues to be able to offer both tactics with reasonable costs over time to maintain the complement of equipment required.

	Option 1A:	Option 1B:	Option 2:
	Full Certification	Hybrid Certification	Shore-Based Only
Operating costs:			
Training Costs (by 2028)	\$198,000	\$45,820	\$45,820
Capital costs:			
Water & Ice Rescue equipment (LRCF 2030)	\$10,000	\$10,000	(\$10,000)
Seadoo & Rescue Boat (LRCF 2029 & 2032)	\$100,000	\$100,000	(\$100,000)
Shore-Based Rescue equipment (Telescopic Pole & Line Launcher)	\$11,000	\$11,000	\$11,000

3. Other Municipalities – Water Rescue Service Provision:

- (a) Status Quo Maintain water rescue contract agreements and continue to respond as required within operational and staffing capabilities. Staff do not recommend this option as outlined herein.
- (b) Discontinue contract agreements designating the Arnprior Fire Department as the primary first response agency for water rescue however continue to respond outside of the municipality upon request to provide support for water rescue operations as required subject to operational and staffing capabilities. Staff recommend this option as realistic and reasonable.
- (c) Discontinue contract agreements for water rescue services and no longer provide water rescue services outside municipal boundaries. This

recommendation should only be considered if the municipality changes tactically to shore-based rescue only.

Note: A notice period is required by neighbouring municipalities for any changes to contract agreements and service provision. Financial impacts to discontinuing contract agreements would be the currently $1,000 \times 2 = 2,000$ annual admin fee for existing contracts.

Policy Considerations:

Ontario Regulation 343/22 Firefighter Certification Ontario Fire Marshal Memo: Unregulated third-party training providers – March 25, 2025 Town of Arnprior By-Law No. 7102-20 - Establish and Regulate a Fire Department

Financial Considerations:

Financial impacts on the operating budget and capital budget / long range capital forecast are included in the Options table above.

Meeting Dates:	
N/A	
Consultation:	
N/A	
Documents:	
N/A	

Signatures

Reviewed by Department Head:

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Kaila Zamojski



Town of Arnprior Staff Report

Subject: Grant Application: Health & Safety Water Stream

Report Number: 25-06-09-02

Report Author and Position Title: Ryan Wall, Engineering Officer

Department: Operations

Meeting Date: June 9, 2025

Recommendations:

That Council directs staff to make an application to the Health & Safety Water Stream grant program, for the proposed Victoria Street Reconstruction Project.

Background:

The Health and Safety Water Stream (HSWS) will help municipalities and First Nations build, expand or rehabilitate aging water, wastewater, stormwater, flood and erosion infrastructure. These projects will help preserve the current housing supply and protect communities during extreme weather events.

The provincial share of funding can be 73% of eligible project costs, up to a maximum of \$30 million. The municipality is responsible for the remaining project cost. Stacking provincial funding with other provincial programs such as the Building Faster Fund (BFF) and Ontario Community Infrastructure Fund (OCIF) are not permitted.

The deadline for applications is June 26, 2025.

Table 1 presents the maximum cost-sharing percentages of total eligible costs under the HSWS:

Table 1: HSWS Cost Sharing Percentages Examples

Value of Project	Provincial Contribution (73% up to \$30 Million max)	Municipal Contribution (27% min)
\$5 Million	\$3.65 Million	\$1.35 Million
\$48 Million	\$30 Million	\$18 Million
\$100 Million	\$30 Million	\$70 Million

The HSWS is open to all municipalities and Indigenous Communities. Each applicant can submit a maximum of one project for this intake. Joint projects between two municipalities will also be considered.

Eligible asset types:

- a. Drinking water (treatment plants, reservoirs, local pipes, pump stations)
- b. Wastewater (lagoon systems, pump stations, lift stations, treatment plants, storage tanks, collection systems)
- c. Stormwater (management facilities, linear assets including conveyance piping, ditches, and culverts)

Eligible projects must:

- protect or maintain housing units that are otherwise compromised by health and safety risks
- demonstrate that they will create climate resiliency and adaptation
- be new construction, rehabilitation or expansion
- have not started construction
- have a clear start and end date
- start no later than June 30, 2026, and must be completed by March 31, 2029
- include a capital component and may also include pre-construction planning and design work
- be in the process of, or completed, the design and planning phase
- meet all relevant provincial regulatory requirements and policy direction, as applicable

Discussion:

The HSWS criteria allows for a broad range of projects, including rehabilitating aging, vital infrastructure to preserve local housing supply and ensure that the water/wastewater systems that are vital to support existing housing supply, remain in operating condition.

Using the criteria for HSWS, staff evaluated several potential projects of varying size and scope to choose a project that also fits well with the Town's Asset Management Plan, Long Range Capital Forecast, and Strategic Plan. With the tight timeline for the project start date (no later than June 30, 2026), a project that is in the design phase fits the grant criteria quite well. Project soft costs such as pre-construction work and design work can be retroactive to

April 1, 2024.

Currently the Victoria Street Reconstruction design, as was included in the 2024 Capital Budget, is underway with construction planned for Summer 2027 and 2028. The scope of the future project includes lifecycle replacement of the watermain and sanitary sewer, as well as replacement of surface works (road surface, curbs, and sidewalk) on Victoria Street from John Street to Elgin Street.

Given the age of the watermain and sanitary sewer and the fact that they are vital for servicing many of the homes on Victoria Street, Kinsmen Crescent, Dan Street, Harrington Street, Harriet Street, Bell Street, as well as the Grove Nursing Home, this project fits quite well with the criteria of the HSWS grant. This sanitary sewer main will also serve as the outlet for the residential development proposed between McLachlin Street and Division Street. Further, the effects of climate change are factored into the design when sizing the new mains.

Options:

Council could choose not to proceed with the grant application, or request staff to submit for funding for a different project. These options are not recommended given the timelines required by the grant and the appropriateness of the recommended project.

Policy Considerations:

The proposed project is in line with the following Town of Arnprior plans and policies:

- Asset Management Plan
- Asset Management Policy
- Long Range Capital Forecast

Financial Considerations:

Currently the LRCF includes \$3,000,000 in 2027 and 3,000,000 in 2028 for construction of this project. In May of 2024, Council awarded the design proposal for this project to JP2G Consultants Inc at a cost of \$119,977.75. These design costs will be able to be included in the grant application. Further, the Class C estimate for this project is currently approximately \$5.7 million plus HST.

Year	Total Cost	Grant Portion (73%)	Town Portion (27%)
Design	\$119,977.75	\$87,583.76	\$32,393.99
2027 Construction	\$3,000,000.00	\$2,190,000.00	\$810,000.00
2028 Construction	\$3,000,000.00	\$2,190,000.00	\$810,000.00
Total	\$6,119,977.75	\$4,467,583.76	\$1,652,393.99

Meeting Dates:

N/A

Consultation:

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

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: Bell Fire Monument **Report Number:** 25-06-09-03

Report Author and Position Title: Patrick Foley, Engineering Officer

Department: Operations **Meeting Date:** June 9, 2025

Recommendations:

That Council direct staff to amend the Long-Range Capital Forecast to include a \$20,000 capital project to install a bell monument at the Stanley Tourangeau Fire / Police Service Centre in 2026.

Background:

In the 1970s, Town Hall was significantly modified which included demolishing the bell tower. The bell was displayed on the sidewalk outside of the Fire Hall (still located at Town Hall at that time) until 1987.





A monument comprised of the bell previously installed at Town Hall and stones salvaged from the remains of the McLachlin mill stood in the grassed area adjacent to the Library from 1987 to 2020. In July of 2020, Town staff consulted with a stone mason and structural engineer to repair the deteriorating structure but upon further investigation, the structure was deemed to be unsafe. To ensure public safety, the bell structure was demolished, and the components were stored by the Town.

The stones were significant to the location of the previous monument as this is where McLachlin's mill once stood. The bell once sat in the tower in Arnprior's Town Hall. Town Hall was originally constructed to also house the Fire Department, the Police Department and a playhouse. The purpose of the bell was to signal volunteers in the community to respond to a fire. It is also said that the bell would sound to signal a start and end to the workday at the McLachlin Mill.



There were 2 plagues on the previous monument, that read:

Plaque #1

This Monument was dedicated on July 19th, 1987 to commemorate the 125th anniversary of the incorporation of Arnprior as a Village in 1862. Arnprior later achieved status as a Town in 1892.

The two main elements of the monument that are evidence of the history associated with the site and the town are the limestone pillars and the cast iron bell. The bell came from the Arnprior Town Hall which was constructed in 1888. The stone came from a grist mill which formerly stood on this site. The mill was constructed by Daniel McLachlin in the 1850s. This monument stands as a symbol of civic achievement for the people of Arnprior, past, present and future.

Plaque #2

Daniel McLachlin Park 1987

Arnprior Town Council Mayor: Thomas Sullivan Reeve: Henry Murdoch Deputy Reeve: Patricia Robinson Councillors:

Frank Rosar D.F. (Bud) Eady Bill Kauffeldt Pansy Laderoute Leonard Shean Larry Chateauvert

Plaque #2 is still relevant to the park space, and it is proposed that this plaque will be reinstated on a post on this property. Plaque #1 is not relevant to the new monument so it will be retained by the Arnprior & District Museum.

It is also noted that there is another monument to the Mclachlin Mill on the same parkland. The plaque on this existing monument reads:

McLachlin Grist Mill 1854-1975

This water turbine was recovered from the 4 storey stone grist mill constructed on this site by Daniel McLachlin. The mill continued to operate until 1895. The building was destroyed by fire in September 1975.



Discussion:

To reinstate the bell monument, several factors require consideration including safety, location, cost and alignment to the history of the monument.

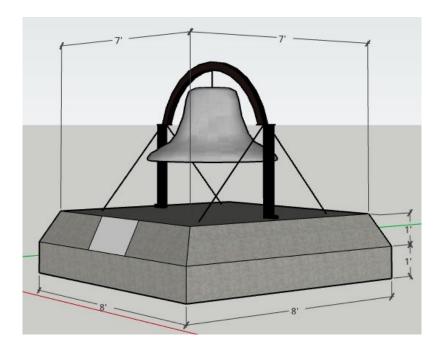
Option 1: Rebuild Previous Structure - Adjacent to Library

To rebuild the structure as it previously stood in the grassed area adjacent to the Library, the rebuild would have to be completed to modern standards for structures which would require fees for an engineered design and testing. As well, construction of this type of structure would be quite labour intensive. A suitable foundation would be required, and, from the recent Library expansion, staff are aware that the bearing capacity of the soil on this plot of land is quite poor. This will likely mean a larger foundation or deeper helical piles. A superstructure would then have to be built to support the weight of the cast iron bell, and the stone could be reused as a façade. The stones would have to be separated from old mortar and prepared properly. Some of the stones are fractured which will further increase effort. This is estimated to carry a cost of approximately \$100,000+. Due to suitability and cost, staff do not recommend this approach Additionally, regarding timelines, this parkland area will also be impacted by the upcoming (2026) Daniel/Albert Street sewer upsizing project, and any rebuild would need to be completed after that project.

Option 2: Reposition the Monument - Stanley Tourangeau Fire / Police Service Centre

Positioning the monument at the current Fire Hall is more significant to its history and serves as a public education piece when school and community groups visit. Positioning it at ground level also allows people to interact with it more meaningfully. Bell-oriented firefighter monuments are commonplace. As a nearby example, the Town of Renfrew has a bell monument outside of their Fire Hall.

The proposed monument would be like what is pictured below. All measurements are in feet, and the proposed material is grey granite. The bell is entirely black but is shown as grey for display purposes.



Based on the size of the monument, it will be comprised of 3 slabs of granite. The following quotes were received to supply, deliver and install the proposed monument and plaque:

Company	Quote Price (excl. HST)
---------	-------------------------

Kyber Columbaria	\$ 18,100.00
Martel Monuments	\$27,880.00
Yolkowski Monuments	\$45,116.24

Specialized or custom work of this nature can result in a broad range of pricing. The low quote is from Kyber Columbaria who is an experienced vendor and has provided quality services and product for the Town on previously tendered work.

The proposed plaque wording is:

This monument is dedicated to all firefighters, past, present and future, for their dedication to protecting this community.

This cast-iron bell, originally located in a tower at Arnprior's Town Hall, built circa 1888, was sounded to alert volunteer firefighters of the day to respond to fire emergencies.

Though this bell no longer sounds, firefighters continue to rush to its current location to respond to emergencies within this community.

The proposed location at the Stanley Tourangeau Fire/Police Services Centre (67 Meehan Street) is highlighted in red below:



Below is a rough sketch to illustrate location esthetics:



Note that the bell is black. Grey is used for display purposes only.

Options:

Council may choose to not reinstate a bell monument or investigate alternatives for:

- Location
- Esthetic
- Plaque wording

Council may choose to reinstate the bell monument earlier (2025 - current year) or include in the Long-Range Capital Forecast at a year later than 2026.

Policy Considerations:

Quotations were solicited for this project in accordance with the Town of Arnprior's Procurement Policy.

Financial Considerations:

Staff recommend adding this to the capital project list for 2026 in the Long-Range Capital Forecast with future funding of \$20,000 from the Capital Expenditure Reserve Fund. The proposed budget to complete this scope of work is \$20,000 with expenses estimated as follows:

\$ 1	18,100.00
\$	1,000.00
<u>\$</u>	336.16
	\$

Total Estimated Cost \$ 19,436.16

As the quoted pricing however is reflective of 2025 dollars, there may be an inflationary increase to the pricing to complete the work in 2026.

Meeting Dates:

N/A

Consultation:

- Fire Chief
- Manager of Culture / Curator

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: Nick Smith Centre Meeting Room Lease – Arnprior Packers

Report Number: 09-06-25-04

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

Department: Recreation **Meeting Date:** 9 June 2025

Recommendations:

That Council adopt a by-law authorizing the Mayor and Clerk to execute the Lease Agreement with the Arnprior Packers Hockey Club for the lease of the future Upper-Level Meeting Room #2 at the Nick Smith Centre for use as office space.

Background:

In December 2024, the Arnprior Packers presented as a delegation to Council and requested a dedicated space (meeting room) for purposes of an office to support their team operations. At the February 24, 2025 Regular Meeting of Council, staff presented a report outlining User Group and Public Space Use that will be available following the Nick Smith Centre Arena Revitalization Process recommending that meeting rooms not be dedicated to any one user but be shared across all user groups and available for public use. During the meeting, the Mayor indicated in her discussions with the Arnprior Packers, they proposed a \$2,500 per year lease and indicated their willingness to make the office space available to other users.

Council passed resolution #060-25:

That Council direct staff to bring back a draft lease agreement regarding leasing of a meeting space to the Arnprior Packers by June 2025.

Discussion:

Prior to the arena revitalization project, both the Arnprior Packers and Arnprior Minor Hockey Association had dedicated office space in addition to storage rooms. The Nick Smith Centre Arena Revitalization Project once completed, will create three meeting spaces (1 ground floor and 2 on the mezzanine level) and the public mezzanine. As goal of the arena revitalization project was to expand programmable and publicly available space, and with some of that space now being dedicated to the Arnprior Packers for office space, it is important to ensure that if additional requests come forward from other user groups, that the remaining space be maintained for public use. The proposed space to lease to the Arnprior Packers for use as office space is Upper-Level Meeting Room #2 at 254 square feet.

Location	Area (Square Feet)		
Lower-Level Meeting Room	241		
Upper-Level Meeting Room #1	393		
Upper-Level Meeting Room #2*	254		
Upper-Level Mezzanine	1320		
TOTAL OFFICE SPACE	2,451		

Please note that the lease agreement for office space is separate and above from a Storage Room (227 sq ft) that will be dedicated storage space for the Arnprior Packers. All major user groups (Minor Hockey, Ringette, Figure Skating, etc.) including the Arnprior Packers are being provided with dedicated storage space at the User Fees and Charge annual rate (\$675/year) already set by Council.

To try and assess if the \$2,500 annual fee proposed by the Arnprior Packers for the office space is a fair rate, staff reviewed the leases / agreements between other similar municipalities and their respective Junior Hockey Clubs. The structure, amenities, fees and capital support by each Club varied considerably.

	Arnprior	Renfrew	Pembroke	Carleton Place	Perth
Office Space	Yes	Yes	Yes	Yes	Yes
Office Lease	N/A	\$4400/year	See Notes	N/A	See Notes
Dressing Room	Non-Exclusive	Non-Exclusive	Non-Exclusive	Exclusive	Exclusive
Storage Room	Yes	Yes	Yes	Yes	Yes
Operate Canteen	Yes	Yes	Yes	No	No
Canteen Lease	\$5512.50/year	\$7200/year	See Notes	N/A	N/A
Practice Ice Rate	\$145/hr	\$137/hr	\$123/hr	\$141.50/hr	\$198/hr
Game Ice Rate	\$225/hr	\$200/hr	\$151/hr	\$179.50/hr	\$198/hr

Comparison Review Notes:

- Other Junior Hockey Clubs such as the Renfrew Wolves and Perth Blue Wings have invested team money into their dedicated and shared spaces with some still paying fees for that space while others are exempt due to their size of their capital investment into the facility.
 - Renfrew Wolves ownership invested their own money to renovate the team dressing room and office.
 - The Perth Blue Wings do not pay for any of their spaces however 8 years ago the team owner invested over \$100,000 on facility renovations that are now owned by the municipality. Some of these spaces (dressing room, storage room, workout room and office) remain private space for the team.
- The Nick Smith Centre canteen lease term is nearing the end of its 3-year agreement. Operation of the canteen will be opened to the public; Packers' ownership has expressed interest in renewing.
- Pembroke Lumber Kings pay \$5,985 per year for their office space, storage room and canteen lease and coaches office.

When considering the rental fee of \$20 per hour or \$100 per day for this meeting space set by Council in the User Fees and Charges By-law, an annual lease fee of \$2,500 is the equivalent of 25 days of rental for the space.

During the February 2025 Council meeting there was some discussion on whether or not sponsorship fees for the meeting room are included or not in the leased agreement. Sponsorship agreements for meeting rooms and the mezzanine are for a five-year commitment, would be entered into between the Town and the sponsoring local business and would include different terms and conditions than a lease agreement for facility space. The Arnprior Packers have indicated that they may already have a local business interested in sponsoring the meeting room.

Regarding the willingness make the space available to other users, the Arnprior Packers ownership noted that they would share the space outside of their use with the conditions of receiving 7-days notice and that their space is only booked after the other meeting spaces are booked.

A draft lease agreement is attached for Council consideration. Terms and conditions include a three-year lease agreement, annual 3% inflationary increase on fees, shared use of the space with 7-days notice and restrictions of the space including subletting the space, work completed in the space (i.e. additions, fixtures, modifications, alternations) and zero-tolerance regarding consumption of alcohol.

Options:

- a) Council could choose not to enter into the lease agreement with the Arnprior Packers for dedicated office space at the Nick Smith Centre.
- b) Council could amend the terms and conditions of the draft lease agreement.

Policy Considerations:

Ensuring a fair fee for the use of this space aligns with the Town's strategic plan priority area for Financial Sustainability by providing use of this amenity in a fiscally responsible manner.

This approach aligns with a variety of recommendations in the Recreation and Parks Master Plan, such as securing additional, reliable and sustainable funding resources; consider cost recovery activities; and monitoring operating costs for facility maintenance

Financial Considerations:

As the meeting rooms have not yet been built, it is difficult to determine what the demand from the public would have been to rent this space and what the resulting revenues would have been. Whether or not the Town is losing or gaining revenue from not having the meeting space available for public rental would be dependent upon if the meeting room was rented less or more than 25 days in a year (equivalent of the \$2,500 lease fee).

Consultation:

Arnprior Packers Hockey Club

Documents:

N/A

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

THE CORPORATION OF THE TOWN OF ARNPRIOR

This indenture is dated this XX day of June 2025

BETWEEN:

CORPORATION OF THE TOWN OF ARNPRIOR

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the "LANDLORD"

- and -

ARNPRIOR PACKERS HOCKEY CLUB

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 77 James Street, Arnprior Ontario, Canada, K7S 1C9 (the "Property"), for the purposes of office space, with an area of approximately 254 square feet and 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 AND 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 approximately 254 square feet of exclusive dedicated space for the Tenant. The Tenant shall have the exclusive use of that portion of the Property which is noted as Office Space (outlined on Schedule A) and shall also have the non-exclusive use of all common areas of the building and the Property.
- (2) The Tenant shall provide use of the space at no cost to the Landlord, subject to the Landlord providing seven (7) days' notice to the Tenant.
- (3) The Tenant shall lease the Premises for a three (3) year term commencing October 1, 2025 and expiring on September 30, 2028 (the "Term").

3. RENT

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents per year, based on 254 square feet of dedicated space, and shall be payable by the following terms:
 - a. For the term October 1, 2025 to September 30, 2026, a gross rent of \$2,500.00 plus applicable HST
 - b. For the term October 1, 2026 to September 30, 2027, a gross rent of \$2,575.00 plus applicable HST
 - c. For the term October 1, 2027 to September 30, 2028, a gross rent of \$2,652.25 plus applicable HST
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and is subject to applicable HST.
 - a. Not included in the gross rent is Custodial Services or IT Services.
 - b. Included in the gross rent is a dedicated wireless network for exclusive use of the hockey club.
- (3) Gross rents plus applicable HST are payable on the first day of each term (October 1) in lump sum or payable in monthly instalments due on the first day of each month of the term.
- (4) 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 for 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 an Office space 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 will make the space available

to the Landlord at no cost with the Landlord providing 7-days' notice. The space will be provided to a suitable standard for public use and will be returned to the same standard.

- (3) The Tenant shall not do or permit anything to be done at the Premises 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
 - constitute a breach of any by-law, statute, policy, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (4) 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 and Facilities of the Property in accordance with first-class practices and standards, having regard to the type and location of the Property as a prudent owner and operator.

7. TENANT'S WORK

The Tenant covenants during the term provided for herein, it shall maintain the Premises in good order and condition. The tenant shall maintain a clean and safe environment for users where their operation is concerned and maintain any Town of Arnprior space and equipment with the same care and standard as their own. The Tenant must follow all Town of Arnprior policies, by-laws and directives including but not limited to the Recreation Facility Use Policy, as amended. The Tenant must advise the Director of Recreation of any health and safety incidents or concerns that occur in the leased space or on the property relating to the Tenant's operations within 12 hours of being made aware of said incidents or concerns.

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:

- 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 determination 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 inside or outside of the building in which the Premises are located 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 as 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 9 (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:

- 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
- 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 rebuilding cost of the square footage occupied. Rebuilding costs increase annually and this adjustment may have to be reflected on the policy annually.
- (2) Each insurance policy referred to above shall name the Landlord (Town of Arnprior) 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;
 - Any act or omission of any person on the Premises or any use or occupancy of or any things in 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 on the Premises or elsewhere on or about the 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 Property (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 12 (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:
 - 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 thirty (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 new tenant 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) The Tenant agrees to permit the Landlord during the last two (2) months of the Term of this Lease to display "For Rent" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (2) 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 Amprior 105 Elgin Street West Amprior, Ontario K7S 0A8

To the Tenant at the Premises or at:

Arnprior Packers Hockey Club c/o Donaven Welk

<insert address>
XXXXXX, Ontario
<insert postal code>

(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 XX day of June, 2025

TOWN OF ARNPRIOR
Lisa McGee Mayor
Kaila Zamojski
Clerk
We have authority to bind the Corporation.
TENANT

THE CORPORATION OF THE

We have authority to bind the Company.

Donaven Welk

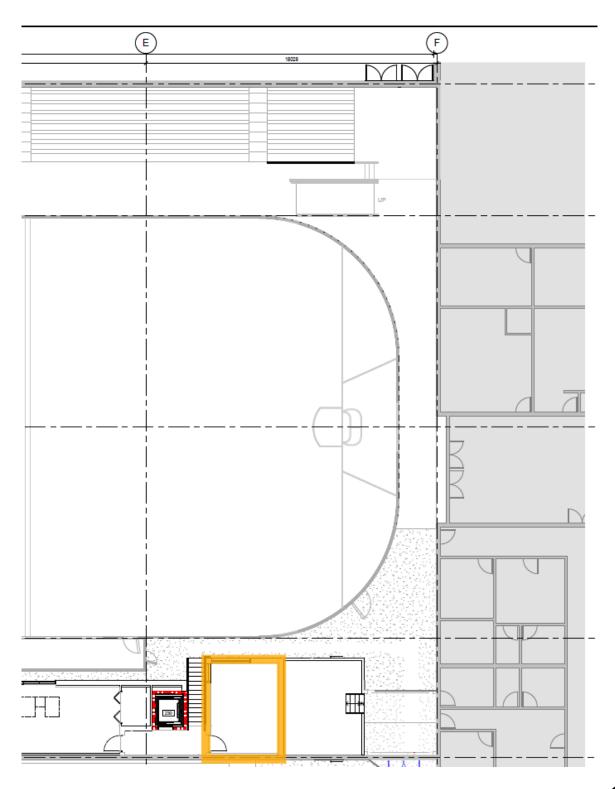
Operator

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Schedule "A"

"THE PREMISES"

N.B. Highlighted area in yellow represents leased space in Bert Hall Arena.



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 sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, contractors, invitees or employees for any purpose other than access to and from the Premises.
- 2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
- 3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
- 4. 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 tenant.
- 5. No animals or birds shall be brought into the building or kept on the Premises.
- 6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a nonsoluble adhesive or similar products.
- 7. 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.
- 8. 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 within the building which is in any manner audible or visible outside of the Premises.
- 9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.

- 10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the lease all keys of the Premises.
- 11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
- 12. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
- 13. Canvassing, soliciting and peddling in the building is prohibited.
- 14. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
- 15. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
- 16. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
- 17. 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 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.



Municipal Grants Application (In-Kind Request) – Terry Fox Foundation

That Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from the Terry Fox Foundation for the 2025 Terry Fox Run; and

Whereas the Terry Fox Foundation is an eligible organization under the Municipal Grants Policy; and

Whereas the Terry Fox Foundation will be hosting the Terry Fox Foundation on Sunday, September 14th, 2025, at Robert Simpson Park which is a fundraising event that supports the Terry Fox Foundation to fund cancer research; and

Therefore Be It Resolved That Council approve the request for waiving the Robert Simpson Park Gazebo Rental Fee (value of approximately \$550) on Sunday, September 14th, 2025, for the Terry Fox Run; and

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



Request for Support – Arnprior Regional Health Foundation – Water Bill Insert in July/August 2025 Water Bills

That Council of the Corporation of the Town of Arnprior receive the correspondence from the Arnprior Regional Health Foundation; and

Whereas the Arnprior Regional Health Foundation has included a Community Update as a water bill insert in previous years to reach all local homes, share updates on their programming and provide an opportunity for local residents to give back to healthcare in a meaningful way; and

Further That Council approves the request from the Arnprior Regional Health Foundation to include a letter from the ARH Foundation in the July/August 2025 utility bill mailing to be delivered to homes in early September 2025 at no cost to the ARH Foundation.