

#### **Town of Arnprior**

#### **Regular Meeting of Council Agenda**

Date: Monday, September 8, 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 August 25, 2025 (Page 1-13)
- 8. Awards / Delegations / Presentations
  - **a)** Recognition of 2025 Culture Connector Award presented to Emily Stovel, Manager of Culture/Curator by the Local Immigration Partnership of Renfrew
  - **b)** Recognition of 2025 County of Renfrew Starter Company recipients from the Town of Arnprior
  - c) Delegation The Longer Table, Jennifer McGuire
  - **d)** Program & Events Fall Update, Lucas Power, Program & Events Supervisor (Page 14-25)
- 9. Public Meetings
- 10. Matters Tabled / Deferred / Unfinished Business
- 11. Notice of Motion(s)
  - a) Veteran Crosswalk, County Councillor Lynch (Page 26)

#### 12. Staff Reports

- a) Request for Sign By-Law Exemption (205 Madawaska Blvd. and 198 Madawaska Blvd.), Alix Joliceour, Manager of Community Services/Planner (Page 27-43)
- b) Nick Smith Centre Lease Agreements PRO Shop and Canteen, Graeme Ivory, Director of Recreation (Page 44-47)
- c) Proclamation Fire Prevention Week, Kaitlyn Wendland, Deputy Clerk (Page 48-52)
- d) Proclamation Test Your Smoke Alarm Day, Kaitlyn Wendland, Deputy Clerk (Page 53-56)
- e) Proclamation Carbon Monoxide Prevention Week, Kaitlyn Wendland, Deputy Clerk (Page 57-60)
- f) Proclamation Terry Fox Day, Kaitlyn Wendland, Deputy Clerk (Page 61-63)

#### 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-SEP-15

#### 15. By-laws & Resolutions

- a) By-laws
  - i) By-law Number 7617-25 Sign By-Law Exemption Wes's Chips (Page 64)
  - ii) By-Law Number 7618-25 Lease Agreement Canadian Pro Shop (Page 65-82)
  - iii) By-Law Number 7619-25 Lease Agreement The Cottage Cup (Page 83-101)
- 16. Announcements
- 17. Closed Session
- Confirmatory By-law
   By-law No. 7620-25 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** August 25th, 2025, 6:30 PM Town Hall, Council Chambers - 105 Elgin St. W. Arnprior, ON.

#### **Council and Staff Attendance**

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

Mayor Lisa McGee County Councillor Dan Lynch Councillor Ted Strike Councillor Lynn Cloutier Councillor Tom Burnette Councillor Chris Toner

Councillor Chris Couper

#### **Town Staff Present:**

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

#### **Council Members Present (Virtual):**

#### **Council Members Absent:**

#### 1. Call to Order

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

#### 2. Roll Call

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

#### 3. Land Acknowledgement Statement

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

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

#### 4. Adoption of Agenda

Resolution Number 254-25 Moved by Chris Couper Seconded by Tom Burnette

Be It Resolved That the amended agenda for the Regular Meeting of Council dated Monday, August 25<sup>th</sup>, 2025, be adopted.

**Resolution Carried** 

#### 5. Disclosures of Pecuniary Interest

None

#### 6. Question Period

None

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

Resolution Number 255-25 Moved by Dan Lynch Seconded by Chris Toner

**That** the minutes of the Regular Meeting of Council and Special Meeting of Council listed under Items 7 (a) and 7 (b) on the Agenda be adopted (Regular Meeting of Council – July 14, 2025 and Special Meeting of Council – August 7, 2025).

**Resolution Carried** 

#### 8. Awards/Delegations/Presentations

None

#### 9. Public Meetings

None

#### 10. Matter Tabled/ Deferred/ Unfinished Business

None

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

None

#### 12. Staff Reports

**a) Integrity Commissioner Report,** Kaila Zamojski, Town Clerk & Tony Flemming, Integrity Commissioner

Resolution Number 256-25 Moved by Ted Strike Seconded by Chris Couper

**Whereas** the Integrity Commissioner has submitted a report dated July 18, 2025, regarding complaints respecting Councillor Cloutier's conduct, under the Town of Arnprior's Code of Conduct; and

**Whereas** Section 223.6(3) of the Municipal Act, 2001, requires that such reports be made public to ensure transparency and accountability.

**Therefore be it resolved** that the report of the Integrity Commissioner regarding Councillor Cloutier be received for information; and

**Further that** the report will be made available to the public by posting it on the Town's website, in accordance with the provisions of the Municipal Act, 2001.

**Resolution Carried** 

Resolution Number 257-25 Moved by Ted Strike Seconded by Dan Lynch

That Council accepts the Integrity Commissioner's report as presented, with the sanction that Councillor Cloutier be removed from the Accessibility and Age Friendly Advisory Committee for a period of six (6) months.

**Resolution Carried** 

b) 2024-2025 Winter Parking Overview, Kaila Zamojski, Town Clerk

Resolution Number 258-25 Moved by Chris Couper Seconded by Tom Burnette

**That** Council receive report number 25-08-25-02 for information.

Resolution Carried

c) Municipal Grant Application (2025 Support Funding Request) – Arnprior & District NeighbourLink Fountain, Kaila Zamojski, Town Clerk

Resolution Number 259-25 Moved by Lynn Cloutier Seconded by Chris Toner

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

**Further That** Council approves the in-kind support (single) request to waive the landfill voucher fees for 15 landfill vouchers (approximate value of \$500.00) for the Arnprior & District NeighbourLink Fountain.

**Resolution Carried** 

d) Municipal Grant Application – 2360 Royal Canadian Army Cadets, Graeme Ivory, Director of Recreation

Resolution Number 260-25 Moved by Lynn Cloutier Seconded by Dan Lynch

**That** Council waive 50% of the user fees and charges for the 2360 Royal Canadian Army Cadets municipal grant request for the use of the Nick Smith Centre Community

Hall on Thursday evenings (from 6:00 p.m. to 9:30 p.m.) on 38 dates, four (4) Saturday rentals for the period of September 4, 2025 – June 25, 2026; and the use of the Nick Smith Centre arena slab on Saturday, June 13, 2026 for the Annual Ceremonial Review (a total value \$3,964.37); and

**Further that** the 2360 Royal Canadian Army Cadets be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured.

Resolution Amended

Resolution Number 261-25 Moved by Dan Lynch Seconded Tom Burnette

**That** Council amend the motion to waive 100% of the user fees (a total value of \$7,928.74).

Resolution Carried

Resolution Number 262-25 Moved by Dan Lynch Seconded by Tom Burnette

**That** Council waive 100% of the user fees and charges for the 2360 Royal Canadian Army Cadets municipal grant request for the use of the Nick Smith Centre Community Hall on Thursday evenings (from 6:00 p.m. to 9:30 p.m.) on 38 dates, four (4) Saturday rentals for the period of September 4, 2025 – June 25, 2026; and the use of the Nick Smith Centre arena slab on Saturday, June 13, 2026 for the Annual Ceremonial Review (a total value \$7,928.74); and

**Further that** the 2360 Royal Canadian Army Cadets be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured.

Resolution Carried as Amended

e) Lease Agreement – 2360 Royal Canadian Army Cadets, Graeme Ivory, Director of Recreation

Resolution Number 263-25 Moved by Lynn Cloutier Seconded by Chris Couper

**That** Council authorize the Mayor and Clerk to execute the Lease Agreement for a three-year term with 2360 Royal Canadian Army Cadets for the placement of one trailer (10ft by 36ft) and one sea container (8ft by 20ft) for purposes of an office and storage to be located in the public parking lot of the Nick Smith Centre.

**Resolution Carried** 

#### 13. Committee Reports and Minutes

#### a. Mayor's Report

Mayor McGee reported the following:

- It has been a busy summer filled with wonderful opportunities to connect with residents and businesses in Town.
- Last week, at the Association of Municipalities of Ontario (AMO) Conference, the Mayor had a couple of great delegations including one to discuss funding opportunities for the Waterfront Master Plan and upper Robert Simpson Park project with Councillor Couper and CAO Paquette meeting with MPP Denault and Minister Cho. Thanked staff for their hard work in preparing for that day. The second delegation was with Parliamentary Assistant Rae, Municipal Affairs and Housing. Had great a discussion about growth and opportunities and received some helpful guidance.
- Mayor McGee and the CAO met with a proponent interested in undertaking a
  project at the local airport. Great meeting and great first step in understanding
  where things go from here. There will be more on this development coming
  forward.
- Met with Pat Tate, the Executive Director at the Food Bank and Jeremy Stevenson from Arnprior Regional Hospital. Both meetings were a touch base and to share their updates coming forward.

#### b. County Councillor's Report

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

- There were three delegations at the last County Council meeting:
  - Presentation regarding the Warden's Golf Tournament.
  - Scott Nichol, Superintendent of Education and Bill Murray, Manager of Facilities, Renfrew County District School Board, presented on the Re-Nature Foundation Outdoor Learning Project for micro-forests and outdoor learning spaces.
  - Deacon Adrien Chaput and Dave Henderson, The Grind Board of Directors, presented regarding The Grind and their partnerships with local agencies as well as their request for funding.
- The Ontario Government is investing \$89 million to protect seniors by making the Community Paramedicine for Long-Term Care program permanent and expanding services offered in First Nations Communities. This program provides 24/7 access to non-emergency medical supports, such as routine diagnostic procedures, at-home treatments and remote monitoring to ensure more seniors can age safely in their own homes.
- Following the Ministry of Education's Canada-Wide Early Learning and Child Care space recalibration, the County of Renfrew was awarded 261 new childcare spaces. The Arnprior and District Childcare Services (Leaps and Bounds) was awarded 26 of those spaces.
- Taste the Valley upcoming dates are:
  - o Saturday, September 20<sup>th</sup> at Calabogie Community Hall

- Saturday, October 18<sup>th</sup> at the Cobden Fairgrounds
- o Saturday, December 14th at the Pembroke Knights of Columbus Hall
- The County of Renfrew Economic Development Division and Renfrew County Agriculture Economic Development Committee are inviting local elected officials on an Agricultural Tour on Friday, September 12, 2025. The bus will depart the County of Renfrew's Administration building in Pembroke at 8:30 AM and return at approximately 4:00 PM. A sit-down lunch will be provided at one of the tour stops. Municipalities are asked to send their list of elected officials attending no later than Wednesday, September 3, 2025, to Scott Hamilton at shamilton@countyofrenfrew.on.ca.
- The Renfrew County District School Board is seeking a Resolution by Council for their Outdoor Learning Space grant to be approved for the Growing Canada's Community Canopies fund. The lifetime value of the Growing Canada's Community Canopies is \$10 million per municipality, and the Renfrew County District School Board is asking to access \$50,000 for each school site in Arnprior (A.J. Charbonneau and Walter Zadow Public Schools). There is no cost to the municipality.

#### c. Committee Reports and Minutes

County Councillor Lynch reported the following from Arnprior Airport Commission:

- Last met on August 14th, 2025, at 1:00 PM.
- KPMG has yet to provide audits for the last couple of years and thus the Commission has passed a motion that a letter be sent to KPMG asking for the audit results to be presented by September 15, 2025, and failing that, that KPMG refund the \$9,000 or the Commission will continue on with legal action.
- Replaced the hoses on both 100LL jet.
- Had a number of exercises that happened in the last two weeks.
- Due to the potential growth of private hangers at the Arnprior Airport, the Commission is investigating a new subdivision.
- The truck that was purchased from the fire hall a number of years ago is running out of steam, and the Commission passed a motion to sell the truck.
- The military exercises, pilot training, and businesses at the airport continue to support the Town of Arnprior's economic marketplace by means of accommodation, food, and gas. Between Parachute Ottawa and Chapman Aviation there have been a total of seven new employees who have now moved to Arnprior and taken up permanent residence here.

Councillor Toner reported the following from the Arnprior McNab/Braeside Archives:

- Archivist has been selected to present on the global stage this fall in Barcelona, Spain at a conference. This is a significant honour as the selection process is worldwide and highly competitive amongst professionals and academics in the archives field. It is a once in a lifetime opportunity, not just for the Archivist, but for outreach and promotion of our successful community archives.
- Every four years the International Council on the Archives holds its international congress. This year's congress will be held October 27 to 30 in Barcelona, Spain. This year's theme is Knowing Pasts and Creating Futures.

- Earlier this year, proposals to present at the international congress were
  accepted from archivists, records professionals, community archivists, students,
  and other professionals. Our archivist submitted a proposal about community
  archives and the role of small community archives in preserving and celebrating
  local identities, ensuring that rich stories of our communities are accessible,
  remembered and valued.
- In total, there were 1,361 proposals from participants in 106 countries and of those 457 submissions were selected from 97 countries, including the Arnprior McNab/Braeside Archives.
- The board canvassed the community and local businesses to cover the \$3,000 cost for the trip and were successful in raising it.

Councillor Toner reported the following from the Environmental Advisory Committee:

- Committee Members have proposed a site for a Native Pollinator Garden. A
  grant was submitted with the Canadian Wildlife Federation with work from Town
  Staff. Site has been selected near the Marina. Canadian Wildlife Federation
  informed the group last week that they would like to move ahead with this
  proposal and are meeting with representatives on Friday.
- Received a call from Just Good Compost, who presented at the last Environmental Advisory Committee Meeting, that they have been approved to pick up organic waste from residents in Arnprior to bring to their composting facility in Perth. Hoping that the Environmental Advisory Committee, with support from staff, can spread the word to residents who would like to participate in this program.

#### 14. Correspondence & Petitions

#### a) Correspondence

i. Correspondence Package No. I-25-AUG-14

Resolution Number 264-25 Moved by Chris Couper Seconded by Dan Lynch

**That** Correspondence Package Number I-25-AUG-14 be received as information and filed accordingly.

Resolution Carried

County Councillor Lynch made the following comments:

• Page 23: The Ontario government is investing more than \$45 million through the Ontario Trillium Foundation to support 140 non-profit organizations, Indigenous communities, and small municipalities across the province in expanding and improving their programs and services. The grant application period is October 8, 2025, to November 5, 2025, at 5:00 PM. Asked the CAO is there are any programs/services the Town could apply for through this grant. The CAO noted that the Town was unsuccessful with its Trillium Grant application from the spring intake for the Skateboard Park, but staff will pursue this opportunity further in this next intake period and look at other eligible projects.

- Page 26: For businesses in town, the Skills Development Fund (SDF) Training Stream will provide \$260 million for projects that address challenges to hiring, training, or retaining workers, including apprentices, to drive Ontario's economic growth. The SDF has two streams: the Training stream supports hiring, training, and upskilling programs for job seekers, apprentices, and workers; and the Capital stream supports upgrades or construction of training centres to train people for emerging and in-demand jobs in critical sectors of Ontario's economy. Applications must be received by October 1, 2025. Asked the CAO if the Town has ever considered creating a fire/emergency training facility as there are no training facilities in the County for fire/emergency training. The CAO noted, that the implementation of a standalone fire/emergency training facility to accommodate firefighter training for NFPA certifications standards would be a great asset to our municipal fire department and many other municipalities within our region. However, the Town does not currently own any appropriate land to accommodate such a facility. As well, the creation of such a facility would take planning to construct the proper infrastructure and adapt an appropriate qualified staffing model. Additionally, if the intent of creating such a facility was to provide training to other municipalities, a commitment from the Ontario Fire College to add the facility as a Regional Training Centre to their current list within the provinces, and a commitment from area municipalities to attend the facility would be recommended.
- Page 42: The Ontario government is making almost \$3 million available to community groups and other non-profit organizations for innovative projects to build cleaner, healthier communities such as shoreline cleanups, habitat restoration and tree planting. Eligible projects must demonstrate a direct environmental benefit and be located in a region where funding is available. Municipalities are encouraged to apply. Asked the CAO if staff have investigated this funding opportunity for shoreline cleanups given the amount of shoreline in Arnprior. The CAO noted that the Eastern Region, where Arnprior is located, does not have any funding available.
- Page 54: Thanks to the Town's CIP program, the County of Renfrew is now accepting applications from local municipalities for its regional incentive program HYPE (Helping Your Place Excel) which provides matching grant funding, up to 50%, to stimulate private sector investment, attract and retain businesses, and improve business and community appeal. Aligned with the County's strategic priorities, the HYPE program drives economic development by offering financial incentives that support local municipal Community Improvement Plans.
- Page 56: Starter Company Plus Spring 2025 Grant Recipients includes Davis Scheel, Ottawa Valley Sharpening (shear and knife sharpening) from the Town of Arnprior, and can be contacted at (613) 314-1108.
- Page 71: The Ministry of Rural Affairs is accepting applications to the modernized Rural Ontario Development Program. Applications are being accepted through four intakes with the first one open until September 24, 2025. Asked the CAO if the Town has any projects that would be eligible for this funding. The CAO noted that staff are looking at the Robert Simpson Park Revitalization Project for this funding opportunity.
- Page 89: Municipalities can unlock streamlined and cost-effective procurement with Supply Ontario's Enterprise-wide VOR program. Ontario municipalities have access to pre-qualified vendors for cost-effective goods and services under

- standardized terms, conditions, and pricing. Asked the Treasurer if the Town has taken advantage of the VOR program. The Treasurer noted that yes, the Town does utilize the government's VOR program and recently used it for the cellular phone pricing plan.
- Page 181: As a Veteran of the Canadian Armed Forces, County Councillor Lynch thanked the Town of Aylmer for their resolution which formally calls on the Government of Canada and all federal parties to increase the eligibility threshold for the Income Replacement Benefit program from \$20,000 to no less than \$40,000 annually for a single-person household for Canadian Veterans.

#### ii. Correspondence Package No. A-25-AUG-08

Resolution Number 265-25 Moved by Lynn Cloutier Seconded by Dan Lynch

**That** Correspondence Package Number A-25-AUG-08 be received and the recommendations be brought forward for Council consideration.

Resolution Carried

#### 15. By-laws & Resolutions

#### a) By-laws

Resolution Number 266-25 Moved by Tom Burnette Seconded by Dan Lynch

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

i. By-law No. 7615-25 - Cadets Lease Agreement

**Resolution Carried** 

#### b) Resolutions

## i. Municipal Grant Request (In Kind Support) – Grace St. Andrew's United Church Women

Resolution Number 267-25 Moved by Chris Couper Seconded by Ted Strike

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Grace St. Andrew's United Church Women; and

**Whereas** the Grace St. Andrew's United Church Women is an eligible organization under the Municipal Grants Policy and supports residents in our community through worship, study groups, community activities and charity work.

Therefore Be It Resolved That Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$365.00 plus HST) for the Christmas Craft Sale to be held on November 1<sup>st</sup>, 2025; and

**Further That** Grace St. Andrew's United Church Women be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured for the event.

**Resolution Carried** 

### ii. Municipal Grant Request (In Kind Support) – Two Rivers Musical Productions

Resolution Number 268-25 Moved by Chris Toner Seconded by Lynn Cloutier

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from Two Rivers Musical Productions; and

**Whereas** Two Rivers Musical Productions is an eligible organization under the Municipal Grants Policy and supports residents in our community by bringing entertainment and joy, and helping the arts flourish in Arnprior.

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$365.00 plus HST) for the Two Rivers Musical Productions' Annual Fundraiser to be held on September 20<sup>th</sup>, 2025; and

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

**Resolution Carried** 

#### iii. Municipal Grant Request (In Kind Support) – L'Arche Arnprior

Resolution Number 269-25 Moved by Chris Toner Seconded by Dan Lynch

**That** Council of the Corporation of the Town of Arnprior receive the Municipal Grant request from L'Arche Arnprior; and

**Whereas** L'Arche Arnprior is an eligible organization under the Municipal Grants Policy and supports residents in our community by bringing to life the vision of people with and without disabilities sharing life in community with a wide circle of family, friends, and neighbours.

**Therefore Be It Resolved That** Council approve the request for waiving the Nick Smith Centre Community Hall rental fees (value of approximately \$471.00 plus HST) for the L'Arche Arnprior 50<sup>th</sup> anniversary Hootenanny to be held on September 14<sup>th</sup>, 2025; and

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

**Resolution Carried** 

# iv. Growing Canada's Community Canopies Grant Support – Renfrew County District School Board

Resolution Number 270-25 Moved by Dan Lynch Seconded by Tom Burnette

**Whereas**, the Town of Arnprior has the following interest: Improving our schoolyards by creating outdoor learning spaces and tree canopy environments.

**Whereas**, The Re-Nature Foundation is undertaking The Canadian Re-Nature School Program, which will be building outdoor learning spaces and planting trees at the elementary schools in Renfrew County District School Board.

**Be it resolved that** Council of the Town of Arnprior acknowledges that The Re-Nature Foundation is applying for a funding opportunity from the Federation of Canadian Municipalities' "Growing Canada's Community Canopies" initiative for The Canadian Re-Nature School Program, which will be building learning spaces and planting trees at the elementary schools in Renfrew County District School Board, in partnership with the Renfrew County District School Board.

**Further be it resolved that** Council also recognizes that the lifetime contribution from the "Growing Canada's Community Canopies" initiative will not exceed \$10 million for tree planting within our municipality, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.

**Resolution Carried** 

#### 16. Announcements

Mayor Lisa McGee made the following announcement:

 Offered congratulations to Nev's Heating and Cooling on 20 successful years in business. She had the privilege of attending their event and it is always a pleasure to see businesses who are thriving and surviving in Town.

Councillor Couper made the following announcements:

• Attended AMO for the first time. Attended delegation with MPP Denault, Minister Cho, and Mayor McGee regarding Robert Simpson Park. Attended many great seminars including Building a Culture of Human Connection Where People and Communities Thrive, Arts and Culture in Local Economic Development, and Libraries for Community Impact and Childhood Development. Attended a caucus lunch where they discussed Alto, a new high-speed rail planned for Toronto to Montreal. Visited the tradeshow to speak with many different booths about their

- products and services and discussed sponsorship opportunities at the Nick Smith Centre.
- Delivered greetings at the Cultural Night Market on behalf of Council and staff to kick off the festivities. Councillor Cloutier, County Councillor Lynch and Councillor Toner were present along with Jo Ann Pecaskie and Leslie Anne Hook from the Culture and Diversity Advisory Committee. It was a fantastic event that was very well attended. Looking forward to what staff bring back to Council to report on the event.

#### Councillor Toner made the following announcement:

 Dominoes Pizza will be donating \$5 from every large pepperoni or cheese pizza to the Friends of the Arnprior and District Museum on Tuesday, September 2<sup>nd</sup>, 2025.

#### County Councillor Lynch made the following announcements:

- Received a number of thanks from residents who have visited the Malloch Road Cemetery regarding the replacement of the saviour statue. Thanked staff for efforts.
- The cemeteries were in first class condition for Decoration Sunday this past weekend.
- September 2<sup>nd</sup>, 2025, at 11:00 AM there will be a celebration of the signing of the end of World War II at the Cenotaph.
- On behalf of the Valley Agricultural Festival, who held a bull riding competition between local politicians, presented Mayor McGee with a trophy for her champion placement with a ride lasting 45 seconds.

#### 17. Closed Session

Resolution Number 271-25 (7:38 PM) Moved by Tom Burnette Seconded by Ted Strike

#### That Council move into Closed Session to discuss:

- One (1) matter pursuant to Section 239 (2)(b) and (f) of the Municipal Act, 2001, as amended, to discuss a personal matter about an identifiable individual, including municipal or Local Board employees and concerning advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Airport); and
- One (1) matter pursuant to Section 239 (2)(d) and (f) of the Municipal Act, 2001, as amended, to discuss labour relations or employee negotiations and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Staffing Matter).

**Resolution Carried** 

Resolution Number 272-25 (9:06 PM) Moved by Ted Strike Seconded by Tom Burnette That Council resume to Open Session.

**Resolution Carried** 

Resolution Number 273-25 Moved by Dan Lynch Seconded by Chris Couper

**That** Council receive the information presented in Closed Session and direct staff to proceed as directed in Closed Session.

Resolution Carried

#### 18. Confirmatory By-Law

Resolution Number 274-25 Moved by Tom Burnette Seconded by Ted Strike

**That** By-law No. 7616-25, being a By-law to confirm the proceedings of the Regular Meeting of Council held on August 25<sup>th</sup>, 2025, be and is hereby approved.

**Resolution Carried** 

#### 19. Adjournment

Resolution Number 275-25 Moved by Lynn Cloutier Seconded by Chris Couper

**That** this meeting of Council be adjourned at 9:07 PM.

**Resolution Carried** 

#### **Signatures**

Lisa McGee, Mayor

Kaitlyn Wendland, Deputy Clerk



# Program and Events Fall Update

Lucas Power, Program and Events Supervisor Meeting Date: September 8, 2025



# Summer Recap

# Since the last recreation update...

- Summer Events
  - Priorpalooza
  - Canada Day
  - Dragon Boat Festival
  - Concerts in the Park
  - Movies in the Park
- Summer Camp
  - Camp Wanna-Go and Sports Camp
  - Counsellor in Training Program
- Park Programming
- Grant Funding



# Background

### **Fall Recreation**

- For years now, the Recreation Department has followed the traditional school year to operate a consistent schedule of programming for all ages.
- The creation of Youth Club in the fall of 2023 with the always evolving collection of fitness and social programs continues to thrive.



# Youth Club

Youth Club returns this fall with a revamped look.

What's Changed	What Stays the Same
<ul> <li>Additional day of         Afterschool Program         More community         collaboration     </li> <li>Youth Night dinner options</li> <li>Youth Club Builder Program</li> </ul>	<ul> <li>Typical programs (i.e. Youth Nights, Craft Nights)</li> <li>Pricing model</li> <li>Ages and registration</li> </ul>



# Youth Club

### **Afterschool Program**

- Monday at St. John XXIII
- Tuesday at SALC
- Wednesday at Steelheads and Strikes
- Thursday at the Museum

#### Collaborations

Renfrew County School Steelheads and Strikes

Board Arnprior Museum

School Board O'Brien Theatre

Seniors Active Living Centre Dominos Pizza



# Youth Club

### **Youth Night Dinner Options**

When you register your child for Youth Nights or Jr. Youth Nights you can purchase a pizza and juice dinner.

### Youth Club Builder Program

Launch of this new and unique sponsorship opportunity that includes:

- Logo visibility
- Plaque for businesses to keep
- Invitation to a banquet/ceremony

Youth Club continues to grow and adapt to the changing needs of our community, and we are excited to see it grow.

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# Older Adults Club

The Town of Arnprior received \$20,247.70 from the Province of Ontario's Seniors Community Grant program to launch a new initiative called the Older Adults Club (OAC).

#### What is the OAC?

- Operates like Youth Club
- Numerous free programs and subsidized access to select programs.
- Runs from September 2025 to March 2026.
- Mix of weekly fitness and social programs.
- Monthly event/seminar.
- Addition of two iPad kiosks at the Nick Smith Centre



# Older Adults Club

#### More about the OAC...

- Programs crafted from the survey results
- Daytime and evening programs
- Expansion of existing popular programs
- Payment plan options

This pilot program is supported by the Seniors Active Living Centre and Arnprior Regional Health. They were consulted in the grant application and provided a letter of support along with the Arnprior-Braeside-McNab Seniors at Home.



# **More Recreation**

# Recreation programs that continue to operate

- Aquatics programming
- Drop-In Sports (i.e. Pickleball, Badminton)
- Preschool Explorers
- Dramatic Arts Programming
- Skateboarding Lessons
- Volleyball League
- Crafts & Craft



# **Events**

# While not as busy as the summer, there is still quite a few events to take part in.

September 5	Youth Club Homecoming Dance
September 20	Arnprior Day at the REDBLACKS
October 25	Trunk or Treat
October 31	Haunted Hall
November 7	Night of Nostalgia
November 15	Youth Club Dinner and a Movie
Nov 20 – Dec 20	Christmas Lights Contest

As always, residents can visit Calendar.Arnprior.ca to view the many amazing community events put on by local businesses and organizations.



# Stay in the Know!

Residents can stay updated with the latest information by:

- Visiting Arnprior.ca
  - Calendar.Arnprior.ca
  - Arnprior.ca/Programs
- Visit the Nick Smith Centre or Town Hall
  - Talk to a staff member
  - Pick up a copy of Arnprior Life
- Follow us on social media
  - Facebook Arnprior Life
  - Instagram @arnpriorlife
  - X @Arnprior
  - LinkedIn Town of Arnprior

Contact the Nick Smith Centre for support at any time <a href="mailto:recreation@Arnprior.ca">recreation@Arnprior.ca</a> or 613.623.7301

# Questions?



• WHERE THE RIVERS MEET • Page 25



#### **Notice of Motion – Veterans Crosswalk Installation**

Moved by County (	Councillor Lynch	
Seconded By	<del></del>	

**Whereas** County Councillor Lynch has recently been contacted by a member of the public regarding the installation of a Veteran Crosswalk to honour those who fought for our rights and freedoms, as well as those who continue to keep peace around the globe; and

**Whereas** crosswalks continue to be identified as affordable and highly visible ways to make important societal statements, and Veteran Crosswalks have entered the domain; and

**That** the Council direct staff to install a Veterans Crosswalk and explanatory signage on John Street North at Ewen Street that leads to the Town of Arnprior Cenotaph.



#### **Town of Arnprior Staff Report**

Subject: Request for Sign By-Law Exemption (205 Madawaska Blvd. and 198

Madawaska Blvd.)

**Report Number: 25-09-08-01** 

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

**Department:** Community Services **Meeting Date:** September 8, 2025

#### **Recommendations:**

**That** Council denies the request for minor variances from By-law 5209-04 to permit permanent obsolete (off-premises) signs at Wes's Chips (198 Madawaska Blvd), and that Council authorizes staff to give the applicant 90 days to remove the obsolete signs.

**That** Council approves a sign variance from By-law 5209-04 to reduce the Height above Finished Floor Level below Sign (minimum) for a single wall sign on the shipping container at Wes's Chips from 2.44 m to 1.22 m for a wall sign advertising the business on site, Wes's Chips, and that Council authorizes staff to give the applicant 90 days to bring the sign into compliance by obtaining a permit.

**That** Council denies the request for minor variance from By-law 5209-04 to permit permanent obsolete (off-premises) signs at Arnprior Chrysler (205 Madawaska Blvd.), and that Council authorizes staff to give the applicant 90 days to remove the obsolete signs.

#### **Background:**

Complaints were received regarding obsolete (off-premises) signs at Wes's Chips (198 Madawaska Blvd) and on the shipping containers of Arnprior Chrysler (205 Madawaska Blvd.) which face the Tim Hortons drive through/Madawaska Blvd. The complaints were received in late fall 2024. The property owners were contacted regarding the signs in November/December 2024 to advise that the signs had been installed without a sign permit and the signs did not meet multiple provisions of the sign by-law.

The Chief Building Official has been appointed as the Issuing Officer for sign permits under the Sign and Merchandise Display By-Law (5209-04). In this instance, the Chief Building Official has concluded that the proposed signs do not meet the requirements of Sections 5, 7 and 9 and cannot issue sign permits as a result.

The property owners were given a mid-June 2025 deadline to remove the signs that did not meet the sign by-law and for which no permits had been issued.

Council maintains authority to deal with appeals and to provide for minor variances from the provisions of the by-law as outlined in Section 4.3.

"A decision of the issuing officer may be appealed to Council. Council may, upon application of any person, authorize minor variances from the provisions of the by-law, if, in the opinion of Council, the general intent and purpose of the by-law are maintained."

The owners of each of the two properties have separately applied for minor variances from the sign by-law to permit the off-premises signs to remain. The minor variances requested for each property are outlined below.

#### Wes's Chips

One Wes's Chips sign and five (5) signs advertising businesses not located on the premises (obsolete/off-premises signs) have been installed on a shipping container on the Wes's Chips property (198 Madawaska Blvd.). The signs total 9.75 m long and 2.44 m tall, on a building which is 8.53 m long 2.54 m tall. The signs extend beyond the end of the shipping container. Each sign is approximately 1.22 m x 2.44 m (4' x 8'). The Wes's Chips sign is not an obsolete or off-premises sign, however, it does not meet minimum height off the ground for a wall sign.

When the original complaint was received in late fall 2024, it was noted that there were 4 signs installed on the side of a shipping container at Wes's Chips. At some point between late fall 2024 and June 2025, two (2) additional signs which do not meet the sign by-law were added to the side of the shipping container without sign permits (see the images below).



Figure 1 Photograph of the signage installed on the side of a shipping container at Wes's Chips taken looking towards the sign from the direction of Madawaska Blvd.



Figure 2 Photograph of the signage installed on the side of the shipping container at Wes's Chips which shows the signage extends beyond the end of the building

The signs, pictured above, do not meet the following provisions of the sign by-law (5209-04):

"5.0 PROHIBITED SIGNS No person shall erect, install, post, display maintain or keep on a premises any of the following types of signs: ...

5.10 Any obsolete sign which no longer advertises a business conducted, or a product sold at the sign location. Such obsolete signs shall be removed within 30 days of the closing of a business."

The signs shown in the image are for businesses not conducted at the sign location.

#### 7.0 PROVISIONS FOR SIGNS

The following provisions shall apply in all use categories:

7.1 Limit on Number of Signs

Except as may otherwise be permitted in this bylaw, the maximum number of signs that may be erected shall be:

- i) One (1) fascia sign per business frontage; and
- ii) One (1) only of the following sign types per exterior wall per business premises:
  - a. Wall Sign
  - b. Canopy Sign
  - c. Soffit Sign
  - d. Reverse Graphics Sign
  - e. Projecting Sign

The 6 signs meet the definition of a wall sign, therefore based on the provision above. As per the by-law a maximum of 1 would be permitted on the wall of the shipping container facing Madawaska Blvd.

#### 9.0 WALL SIGNS

- 9.1 General provisions which apply to all "Wall Signs":
- a) Extension above Top of Roof Surface (maximum): 0 meters

- b) Projection from Wall Face (maximum): 0.5 meters
- c) Height above Finished Floor Level below Sign (minimum): 2.44 meters
- d) A wall sign may extend around the corner of a building on which it is mounted and shall be deemed to be two (2) signs for the purpose of calculating permitted number of signs and permitted sign area.
- e) Wall signs shall be located at the storey having direct access to a street, except where a premises occupies all stories in a multi-storey building the wall sign may be erected on the next storey immediately above the storey having direct access to the street.

# 9.3 Exceptions for Commercial and Industrial Uses Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for

commercial and industrial uses:

i) The area of a wall sign shall not exceed 0.75 square metres per linear horizontal metre of the exterior wall of a building on which such sign is located. In multiple occupancy buildings, the sign face area for each business premises shall be proportional to the length of the exterior wall forming part of the premises. Notwithstanding the foregoing, the total area of a wall sign per business premises shall not exceed 16.0 square metres.

The signs on the shipping containers at Wes's Chips are located at 0.13 m off of the ground instead of the required 2.44 m. The maximum area of permitted wall sign as per section 9.3 would be a maximum of 6.93 sq. m. (8.53 m long shipping container x 0.75 sq. m. = 6.39 sq. m.). The current signage has a sign face area of 23.79 sq. m. (9.75 m x 2.44 m = 23.79 sq. m.). The current signage also extends past the end of the shipping container as per the image below and is therefore also a projecting sign.

#### 12.0 PROJECTING SIGNS

- 12.1 General provisions which apply to all "Projecting Signs":
- a) Sign Face Area (maximum): 1.0 square meters
- b) Height above Finished Floor/Grade Level Located Directly below Sign (minimum): 2.44 meters.
- c) Projecting signs shall not be illuminated internally.

The existing projecting portions of the off-premise signs on the shipping container have a sign face area of 2.93 sq. m. and are located 0.13 m off the ground (1.2 m x 2.44 m = 2.93 sq. m.).

#### **Arnprior Chrysler**

Five (5) signs advertising businesses not located on the premises (obsolete signs) have been installed on a shipping container on the Arnprior Chrysler Ltd (205 Madawaska Blvd.) property. The signs total 11.73 m in length and are 1.22 m tall, on a building which is 12.2 m long 2.79 m tall. Sign sizes vary. Signage is directed at customers of the Tim Hortons parking lot and drive-through.



Figure 3 Photograph of the signage installed on the side of a shipping container at Arnprior Chrysler Ltd. taken from on the Arnprior Chrysler Ltd. property



Figure 4 Photograph of the signage installed on a shipping container at Arnprior Chrysler Ltd. as seen from the sidewalk along Madawaska Blvd.

The signs, pictured above, do not meet the following provisions of the sign by-law (5209-04):

"5.0 PROHIBITED SIGNS No person shall erect, install, post, display maintain or keep on a premises any of the following types of signs: ...

5.10 Any obsolete sign which no longer advertises a business conducted, or a product sold at the sign location. Such obsolete signs shall be removed within 30 days of the closing of a business."

The signs shown in the image are for businesses not conducted at the sign location.

#### 7.0 PROVISIONS FOR SIGNS

The following provisions shall apply in all use categories:

7.1 Limit on Number of Signs

Except as may otherwise be permitted in this bylaw, the maximum number of signs that may be erected shall be:

- iii) One (1) fascia sign per business frontage; and
- iv) One (1) only of the following sign types per exterior wall per business premises:
  - a. Wall Sign
  - b. Canopy Sign
  - c. Soffit Sign
  - d. Reverse Graphics Sign
  - e. Projecting Sign

The 5 off-premise (obsolete) signs meet the definition of a wall sign, therefore, based on the provision above, **if** an off-premise sign was permitted, a maximum of 1 would be permitted on the wall of the shipping container facing Madawaska Blvd.

#### 9.0 WALL SIGNS

- 9.1 General provisions which apply to all "Wall Signs":
- a) Extension above Top of Roof Surface (maximum): 0 meters
- b) Projection from Wall Face (maximum): 0.5 meters
- c) Height above Finished Floor Level below Sign (minimum): 2.44 meters
- d) A wall sign may extend around the corner of a building on which it is mounted and shall be deemed to be two (2) signs for the purpose of calculating permitted number of signs and permitted sign area.
- e) Wall signs shall be located at the storey having direct access to a street, except where a premises occupies all stories in a multi-storey building the wall sign may be erected on the next storey immediately above the storey having direct access to the street.

#### 9.3 Exceptions for Commercial and Industrial Uses

Notwithstanding the provisions of Section 9.1 to the contrary, the following shall apply for commercial and industrial uses:

ii) The area of a wall sign shall not exceed 0.75 square metres per linear horizontal metre of the exterior wall of a building on which such sign is located. In multiple occupancy buildings, the sign face area for each business premises shall be proportional to the length of the exterior wall forming part of the premises. Notwithstanding the foregoing, the total area of a wall sign per business premises shall not exceed 16.0 square metres.

The signs on the shipping containers at Arnprior Chrysler are located at 1.57 m off of the ground instead of the required 2.44 m. The maximum area of permitted wall sign as per section 9.3 would be a maximum of 9.15 sq. m. (12.2 m long shipping container x 0.75 sq. m. = 9.15 sq. m.). The current signage has a sign face area of 14.31 sq. m. (11.73 m x 1.22 m = 23.79 sq. m.).

#### **Discussion:**

The Town's Sign and Merchandise Display By-Law (5209-04) regulates signs and merchandise displays and balances support for businesses, maintaining fairness, preserving public safety for pedestrians and motorists, and maintaining maximum signage levels consistent with the community's vision for Arnprior.

The Chief Building Official has been appointed as the Issuing Officer for sign permits under the Sign and Merchandise Display By-Law. In this instance, the Chief Building Official has concluded that the proposed sign does not meet the requirements of Sections 5, 7 and 9 and cannot issue sign permits as a result.

"A decision of the issuing officer may be appealed to Council. Council may, upon application of any person, authorize minor variances from the provisions of the by-law, if, in the opinion of Council, the general intent and purpose of the by-law are maintained."

#### Survey results

As we are currently in the process of developing a new sign by-law and public consultation has been undertaken, staff considered the feedback received as part of the survey in preparing a recommendation.

Survey results did indicate mildly positive overall support for some form of off-premise signage. The question posed was "Should businesses be able to install signage on properties other than the location of their business? For example, installing signage on Daniel Street for a business on located on Madawaska Blvd, or located out of Town." 56% of total respondents indicated yes.

Answer	Resident	# of	Business	# of	Total	Total
Option	%	Resident	%	Business	%	Response
		Response		Owner		S
		S		Responses		
Yes	54.11	112	62.50	45	56.27	157
No	45.89	95	37.50	27	43.73	122
Total		207		72		279

Respondents were also asked if off-premise signage was permitted "should signage on properties other than the location of the business be temporary or permanent?"

Answer Option	Resident	# of	Business	# of	Total	Total
	%	Resident	%	Business	%	Responses
		Responses		Owner		
				Responses		
Temporary	51.32	78	44.44	28	49.30	106
Permanent	5.26	8	3.17	2	4.65	10
Both Temporary						
and Permanent	43.42	66	52.38	33	46.05	99
Total		152		63		215

49% of total respondents felt off-premise signage, if permitted, should be temporary only while 46% felt if it was permitted it should allow for both temporary and permanent off-premise signage options.

The survey also asked, "What do you feel is an appropriate amount of signage per business or property?"

The following images were used as examples:



Figure 6 Image from the survey showing the example of 'low' level of signage

Figure 5 Image from the survey showing the example of 'medium' level of signage

Figure 7 Image from the survey showing the example of 'high" level of signage

55% of overall respondents preferred a medium level of signage and 35% preferred a low level of signage with just 9% of respondents preferring a high level of signage.

				<u> </u>		
Answer Option	Residen	# of	Business	# of Business	Total	Total
	t %	Resident	%	Owner	%	Responses
		Responses		Responses		
Low	37.68	78	29.17	21	35.48	99
Medium	55.56	115	54.17	39	55.20	154
High	6.76	14	16.67	12	9.32	26
Total		207		72		279

These results suggest a strong need to strike a very delicate balance between permitting some off-premise signage while ensuring limitations on off-premise signage in combination with permitted on-site signage achieve the overall signage levels Arnprior residents and businesses expressed they want to see for Arnprior. Striking this balance is challenging and staff are currently exploring best practices from other municipalities which include:

- permitting time limited temporary off-premise signage where work has been completed such as a lawn sign indicating the new roof was done by Bob's Roofing that could remain on the property for 7 days after the work is done
- Allowing temporary off-premise signage on a non-residential properties for a period of 30 days, 3 times per year per property. For example, this would allow Bob's Roofing to, with permission from Tim's Motel, get a temporary sign permit for a 30-day sign at Tim's Motel, whether or not Bob's roofing had done work at Tim's Motel
- Permitting group identification sign at entrances to non-residential areas. For example, allowing a property owner at the entrance to the Sullivan Industrial Park to apply for a group identification sign that would allow any business with the Sullivan Industrial Park to have an identification panel on the sign.

Staff have not yet finalized a draft of sign by-law that includes provisions for off-premise signs, however, the staff recommendation on the current variances requested considers how the signs subject to the applications are not consistent with the feedback received in the

survey results.

Staff are of the opinion that the general intent and purpose of the by-law are not maintained by the variances proposed for the obsolete signs as per Section 4.3 which states "A decision of the issuing officer may be appealed to Council. Council may, upon application of any person, authorize minor variances from the provisions of the by-law, if, in the opinion of Council, the general intent and purpose of the by-law are maintained."

The two applications for minor variances would allow for obsolete/off-premises signs where the by-law currently does not permit any. Additionally, the current obsolete signs do not meet provisions for wall signs in terms of maximum number and sign face area. In the case of the signs installed at Wes's Chips, they also do not meet applicable provisions for projecting signs.

The survey conducted in support of a new sign by-law does not support the widespread installation of permanent off-premises signage (obsolete signage). Staff receive frequent requests for new installations of off-premise signage which are denied based on the by-law. Staff also receive complaints regarding existing off-premise signage installed without permits. Permitting permanent off-premises signage at these two business locations would set a precedent and we anticipate that this would lead to both significant backlash from other businesses who have inquired about and followed the by-law and additional applications for variances from other businesses hoping to cash in on additional signage revenue. The results of this could be a level of signage that is not consistent with what the community expressed through the survey results that they would like to see.

The sign advertising Wes's Chips located on the property of Wes's Chips (198 Madawaska Blvd.) meets all applicable provisions for a wall sign except Height above Finished Floor Level below Sign (minimum) 2.44 m. This provision is intended to create a consistent signage height across businesses, and limit potential impact to pedestrians. This helps make wall signs more cohesive across businesses. Staff recognize that the wall sign in this case is not on a shared wall, Wes's Chips as a permanent chip truck is a unique business "building", and the shipping containers are not directly adjacent to other businesses. Staff support a sign variance to reduce the minimum height for a wall sign on the shipping container for 1 wall sign advertising the business located on site, Wes's Chips, from 2.44 m to 1.22 m. A sign permit would be required.

#### **Timeline**

Staff recognize and understand that applicants are busy and may have entered into contracts with other businesses for the off-premise signs on their sites. If Council approves the recommendation of staff, staff are recommending a 90-day timeline for removal of the signs. This timeline is recommended in recognition of the work that may be required in not just physically removing the signs but communicating with advertisers about the removal of the signage and potential financial implications. It also takes into account that the applicants have been aware that the signs did not meet the sign by-law for more than 8 months, allowing them time to not renew any leases that came up for renewal or enter into any new signage agreement.

Staff are recommending a similar timeline for the signs to be brought into compliance if Council chooses to approve options 1, 3 or 4.

Should Council vote to approve a minor variance as per option 2, 3 or 4, staff will bring a bylaw at the next Council meeting for approval. The timeline for compliance (if applicable) would begin after the by-law was passed and no enforcement would occur in the meantime. The applicants would still be required to obtain a sign permit and submit required drawings. The design of the signs or businesses advertised could change, however, they could not exceed any variance permitted approved by Council.

## **Options:**

- **1.** That Council denies all requested variances including the reduction in Height above Finished Floor Level below Sign (minimum) for the Wes's Chips sign.
- 2. That Council approves the request for minor variances to permit permanent obsolete signs at Wes's Chips (198 Madawaska Blvd.) and Arnprior Chrysler (205 Madawaska Blvd) as requested, including reducing the height above finished floor level for ground signs, permitting more than 0.75 sq. m. of sign per horizontal linear meter of exterior building on which the sign is installed, permitting more than 1 sign per exterior wall and in the case of Wes's Chips permitting a projecting sign with a reduced height above finished grade, and maximum sign face area.

This option is not recommended by staff as it is not consistent with the general intent and purpose of the current sign by-law and is not consistent with what the community expressed through the sign by-law survey they would like to see in terms of signage within the community.

3. That Council approves the request for minor variances in part to allow obsolete (off-premises) signs at Wes's Chips (198 Madawaska Blvd.) and Arnprior Chrysler (205 Madawaska Blvd) which are in compliance with the maximum sign face area for wall signs, are located minimum 1.22 m from the ground and do not project beyond the building with a timeline of 90 days to get permits for the modified signs and to bring them into compliance.

This option is not recommended by staff as it is not consistent with the general intent and purpose of the current sign by-law and is not consistent with what the community expressed through the sign by-law survey they would like to see in terms of signage within the community.

4. That Council approves the request for minor variances in part to allow obsolete (off-premises) signs at Wes's Chips (198 Madawaska Blvd.) and Arnprior Chrysler (205 Madawaska Blvd) permitting a maximum of one sign on the wall of the shipping container at each site, which is in compliance with the maximum sign face area for wall signs, is located minimum 1.22 m off of the ground and does not project beyond the building with a timeline of 90 days to get permits for the modified signs and to bring them into compliance.

This option is not recommended by staff as it is not consistent with the general intent and purpose of the current sign by-law and is not consistent with what the community expressed through the sign by-law survey they would like to see in terms of signage within the community.

## **Policy Considerations:**

The Town's Sign and Merchandise Display By-Law ensures control of community appearance and supports public safety while permitting effective signage to identify institutions/organizations within the Town of Arnprior. The By-Law is currently under review and revisions are expected to be presented to Council in 2026.

## **Financial Considerations:**

None

## **Meeting Dates:**

September 8, 2025

### **Consultation:**

Jacques Benoit, Chief Building Official

#### **Documents:**

- 1. Request Letter Wes's Chips
- 2. Request Letter Arnprior Chrysler

## **Signature**

Reviewed by Department Head: Alix Jolicoeur

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland

# Document 1: Request Letter – Wes's Chips

#### Good afternoon,

My name is Julie Hordichuk and I am part owner of WES' Chips in Arnprior, Ontario (969149 ONTARIO LTD.) I am writing to the council in hopes of being granted an exception for signage currently located at 198 Madawaska Boulevard (WES' Chips) that currently does not meet the Town of Arnprior's sign by-law.

Below you will find an explanation as to why we can or cannot meet the stated provisions of the by-law in hopes that an exception may be granted.

Section 5.0 – Prohibited Signs. -The signs other than one sign advertises other businesses not located on this property.

Currently the signage does advertise other businesses not located on this property and we do not meet this requirement of the by-law. However, the signage does advertise, promote and direct attention to "local" businesses, goods or services. Local businesses are the heart and soul of our community, and they provide economic upliftment within Arnprior. When local businesses have a robust local advertising strategy it directly contributes to increased sales, job creation, employment, economic stability and "giving back" within our community. For example, Capital Asphalt sponsors free public skating at the Nick Smith Center. A thriving local economy benefits all, creating a positive cycle of prosperity for businesses and residents alike and business owners are more likely to support local causes, sponsor community events, and engage in civic activities within Arnprior. These signs promote local businesses that have a vested interest in the well-being of our community. In this current economy and with the potential of a foreseeable recession, any form of advertising for local businesses will allow them to thrive and lead to a positive outcome for the greater community. It is crucial that the Town of Arnprior continues to assist in supporting and championing our local businesses and the signage at WES' Chips provides a means to effectively advertise on their behalf. Additionally, these businesses have done work at our location, or we have consulted with them. They have left business cards that are often handed out when potential customers inquire about their services. In this sense, engaging in discussions can be considered a part of "doing business," and displaying their advertising/distributing their business cards is a tool for networking and conducting business. We are requesting a minor variance to this requirement.

Section 7.0 – Provisions for Signs. -Only one sign is permitted per business on the property.

Currently the signage does not meet this requirement. The signage in question advertises 6 local businesses. However, there are a total of 4 commercial lots at this location which we pay commercial property taxes on. We can reduce the number of signs from 6 to 4 to meet this requirement but would appreciate being granted a exception to allow the 6 signs.

#### Section 9.0

#### - Wall Signs

-Wall signs to be attached to a building on which the business operates. Currently, the signage does not meet this requirement. Signage is attached to a "sea container," and while sea containers are often repurposed into building structures, they are not inherently buildings. The sea container is used for our business and has not moved in many years. It is stable, secure and will remain in place for many years. The signage itself is made from the highest-grade materials, affixed with the proper materials and printed/produced by a local company (Brittles Printing). We are asking for an exception for the signage to remain in its current location.

-The bottom of the sign shall be 2.44 metres (8'-0") above the finished floor of the building. Currently the signage does not meet this requirement. We can potentially meet this requirement by reducing the number of signs to 4 but are requesting an exception to allow the current signage to remain as is. It is set back from the road frontage and does not impede traffic in any way. They are made of durable materials that the elements from the ground will not deteriorate their condition and therefore remain aesthetically pleasing.

-The sign area shall not exceed 0.75 square metres per linear horizontal metre of exterior wall of the building on which the sign is located. Currently the signage does not meet this requirement, however we can fix the signage to meet this requirement. The current overlap that extends past the building is 1.3 meters; we can possibly meet the 0.75 square meter requirement by reducing the size of the signs. However, we are hoping to leave the current signage without further adjustments. The overhang is adjacent to a property fence where there is no foot traffic and therefore will not impose a safety risk.

WES' Chips has a long history in the Town of Arnprior, we are small business owners with only the best intentions. We are hoping that we can come to a resolution that satisfies both the Town of Arnprior and the greater business community. Our goal is to focus on small business attraction, development and support that will directly benefit our beautiful town.

Sincerely Julie Hordichuk WES' Chips Arnprior

# **Document 2: Request Letter – Arnprior Chrysler**

Date: June 26, 2025

To: Town of Arnprior Mayor, council and Town employees

Subject: Request for Council Consideration – Allowance for Signs on Shipping Containers at 205 Madawaska Blvd. Arnprior

Dear Mayor and Members of Council,

I am writing to respectfully request Council's consideration for an exception to the Sign and Merchandise Display By-law 5209-04, regarding the signs currently installed on shipping containers at 205 Madawaska Blvd Arnprior / Arnprior Chrysler Ltd.

As outlined by municipal staff, I understand that the by-law restricts the signs for the following reasons:

Section 5.0 – Prohibited Signs: Restricts signage advertising businesses not located on the property.

Section 7.0 - Provisions for Signs: Limits each business to one sign per property.

Section 9.0 – Wall Signs: Requires signs to be attached to the building where the business operates, at a minimum height and maximum area.

### Reasons for Requesting an Exception:

### **Signs Located on Private Property:**

The signs in question are installed entirely on private property and are advertising other local businesses also located on private property. Their placement ensures they do not encroach on public land or rights-of-way.

#### **No Distraction to Road Users:**

The signs are positioned in such a way that they do not cause distraction or visibility issues for drivers or pedestrians. Their orientation and distance from the roadway have been carefully considered for safety.

#### **Promotion of Local Business:**

These signs are intended to support and promote local businesses within our community, fostering economic growth and collaboration among local entrepreneurs.

#### **Sign Height and Placement:**

The signs are mounted 5 feet above the ground on the shipping containers, which themselves are situated on a hill more than 3 feet high. This results in a total sign height of over 8 feet, meeting and exceeding the by-law's minimum height requirement for wall signs.

#### **Unique Site Constraints:**

The layout and elevation of our property make traditional building-mounted signage ineffective for visibility. The shipping containers serve as functional extensions of our business and provide an ideal location for effective signage.

#### **Aesthetic and Community Considerations:**

The signs are professionally designed, visually appealing, and well maintained, contributing positively to the appearance of the area.

#### Conclusion:

Arnprior Chrysler Ltd.

Given these circumstances, I respectfully ask Council to consider allowing the existing signs on the shipping containers at 205 Madawaska Blvd. Arnprior. I am committed to working with staff to address any concerns and to ensure the signage remains safe, attractive, and beneficial to our community.

Thank you very much for your time and consideration. Please let me know if you require any additional information or would like to discuss this request further.

Sincerely,	
Mike Mulder	
President and GM	



## **Town of Arnprior Staff Report**

**Subject:** Nick Smith Centre Lease Agreements – PRO Shop and Canteen

**Report Number:** 2025-09-08-02

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

**Department:** Recreation

Meeting Date: September 8, 2025

### **Recommendation:**

That Council pass a by-law authorizing the Mayor and Clerk to execute a three-year lease agreement with The Canadian Pro Shop for Pro Shop Services at the Nick Smith Centre.

That Council pass a by-law authorizing the Mayor and Clerk to execute a three-year lease agreement with The Cottage Cup (2527567 ON Inc) for Canteen Services at the Nick Smith Centre.

## **Background:**

In 2022, the Town of Arnprior entered into three-year lease agreements for the operation of the Pro Shop (located within Bert Hall Arena) and the Canteen (located in the main lobby of the Nick Smith Centre).

At that time, there was no interested parties in providing Pro Shop Services outside of the current vendor of the day (The Canadian Pro Shop). It is a unique service and one that not all arenas are fortunate enough to have. As such, the vendor at that time and the Town negotiated a multi-year extension (2022-2025).

In 2019, the Town invested minor capital to revitalize the facilities in the canteen including new equipment, counter tops, flooring and an overall retrofit of the space. This supported a new canteen operator to come on board in the Fall of 2019. While the operations saw initial success, the COVID-19 pandemic resulted in challenges for this service in the following years. When the Town was notified in the Spring of 2022 that the operator would not be interested in extending their lease, there were no interested parties looking to operate the canteen.

In the summer of 2022, the Arnprior Packers Hockey Club was sold and the new ownership group had substantial experience in the food service industry and expressed interest in operating the canteen. A three-year agreement was negotiated with this vendor (The Cottage Cup – 2527567 ON Inc) for services from October 2022 through to September 2025.

Over the past 18 months, interest has been expressed in operating these services at the Nick Smith Centre from a variety of parties. With the lease of both the Pro Shop and Canteen expiring this year, staff opened a call for Expressions of Interest (EOI) to be made to deliver these services.

The Expressions of Interest were posted on the Town of Arnprior's website, on our social media channels and communicated with current and interested vendors. The call for EOI's was open from July 23, 2025 through August 15, 2025. Included in the EOI was the Scope, Background and Process, which also outlined the criteria that would be used to review each submission:

- Experience in similar operations
- Proposed lease payments over the course of the agreement term
- Added value services

Successful proponents are required to enter into a lease agreement to provide services over a three-year term, from October 1, 2025 to September 30, 2028.

### **Discussion:**

## Pro Shop Services

As part of the Nick Smith Centre Arena Revitalization Project, a new space is being provided for the Pro Shop location which further supports any operator to be equipped with adequate space to deliver this service.

While interest has been expressed by other vendors, the Canadian Pro Shop was the only submission through the EOI. The proponent boasts significant experience in a unique service that has provided significant value to facility users, ice-related events at the Nick Smith Centre and serving as a retail venue for the Arnprior Minor Hockey Association (AMHA).

The Canadian Pro Shop has and confirmed their will continue to operate with hours that serve the demands of the Nick Smith Centre and its users which is primarily evenings and weekends.

The submission from The Canadian Pro Shop met all the criteria outlined in the EOI and presented a 76% increase in rental revenue from the last year of their current contract to the first year of the new lease and an increase of 16.6% over the three-years of the new agreement.

#### **Canteen Services**

The Canteen was upgraded in 2019 and was not directly part of the scope of the Nick Smith Page **2** of **4** 

Centre Arena Revitalization Project, however the added benefit to the facility is expected to benefit operations within the facility.

From those that expressed interest in providing Canteen Services at the Nick Smith Centre, there were only two submissions to the Expression of Interest – The Cottage Cup (current operator) and JayDog (current operator of the canteen at Robert Simpson Park).

Both proponents provided good submissions addressing all criteria of the EOI. After reviewing both submissions, staff assessed The Cottage Cup as having the stronger proposal based on all three criteria. Having operated the Cottage Cup for 12 years and a stacked culinary team that brings over 60+ years of combined experience, the submission also highlighted their focus on their efforts to eliminate fried and processed foods from their menu and as an added value provide catering options for the new facility meeting spaces as well as major events. To be fair to the other proponent who produced an impressive resume and value-added benefits, The Cottage Cup proposal remained stronger.

The proposed lease payments from The Cottage Cup were substantially higher than the other submission. They presented an 85% increase in rental revenue from the last year of their current contract to the first year of the new lease and an increase of 23.5% over the three years of the new agreement.

While not an assessment factor, there remains a benefit that the canteen is operated by an extension of the ownership group of the Arnprior Packers Hockey Club and one that has had strong success operating in the Nick Smith Centre for the past three years.

## **Options:**

Other options for Council consideration include:

- 1. Choose not to extend the lease agreements to the proponents selected through the Expression of Interest process;
- 2. Choose not to direct staff to negotiate alternative terms to these lease agreements;
- 3. Choose not to proceed with leasing these spaces.

## **Policy Considerations:**

Staff followed the Town's procurement process in soliciting public interest in providing these services through a competitive process.

#### **Financial Considerations:**

These lease agreement with result in an increase in rental revenue for leased spaced in the Nick Smith Centre which will help offset operating costs of the facility.

## **Meeting Dates:**

N/A

Page 3 of 4

## **Consultation:**

N/A

## **Documents:**

Appendix A – Draft Lease Agreement – The Canadian Pro Shop

Appendix B – Draft Lease Agreement – The Cottage Cup (2527567 ON Inc)

# **Signatures**

Reviewed by Department Head: Graeme Ivory

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland



# **Town of Arnprior Staff Report**

Subject: Proclamation for Fire Prevention Week (October 5<sup>th</sup> to 11<sup>th</sup>, 2025)

**Report Number: 25-09-08-03** 

Report Author and Position Title: Kaitlyn Wendland, Deputy Clerk

**Department:** Client Services

**Meeting Date:** September 8<sup>th</sup>, 2025

### **Recommendations:**

That Council proclaim October 5<sup>th</sup> to 11<sup>th</sup>, 2025 as Fire Prevention Week in the Town of Arnprior.

## **Background:**

# Assessment of the Proclamation Request from the Town of Amprior Proclamations Policy No. ADMIN-C-2.05

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to the event	Yes
Section 5.2.1 – Name and Address of Organization	Town of Arnprior Fire Services 67 Meehan Street Arnprior, ON K7S 2B7
Section 5.2.2 – Contact Person's Name	Chris Crowder, Captain – Fire Prevention Officer <a href="mailto:crowder@arnprior.ca">ccrowder@arnprior.ca</a>
Section 5.2.3 – Name of Proclamation and Duration	Fire Prevention Week October 5 <sup>th</sup> to 11 <sup>th</sup> , 2025

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

Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

### **Documents:**

- 1. Proclamation Document Fire Prevention Week October 5<sup>th</sup> to 11<sup>th</sup>, 2025
- **2.** Proclamation Request

# **Signatures**

Reviewed by Department Head: Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland



## **Town of Arnprior Proclamation**

## **Fire Prevention Week**

# October 5<sup>th</sup> to 11<sup>th</sup>, 2025

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

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

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

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

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

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

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

**Whereas** the 2025 Fire Prevention Week theme is "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" and it aims to educate everyone about using these batteries safely and stresses how important it is to buy, charge, and recycle safely when it comes to lithium-ion batteries.

**Therefore** I, Lisa McGee, Mayor, do hereby proclaim October 5<sup>th</sup> to 11<sup>th</sup>, 2025 as "Fire Prevention Week" in the Town of Arnprior and urge all residents and visitors to buy only listed products, charge devices safely, and dispose of/recycle batteries responsibly, and support the many public safety activities of the Arnprior Fire Department during Fire Prevention Week and all year long.

Lisa McGee, Mayor Town of Arnprior



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

tel 613 623 4231 fax 613 623 8026 arnprior@arnprior.ca www.arnprior.ca

July 30<sup>th</sup>, 2025

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

Mrs. Zamojski,

Re: Request for "Fire Prevention Week" proclamation.

The Fire Prevention Office of the Arnprior Fire Department sponsors "Fire Prevention Week" each October to increase public awareness of the fire hazards around us at home, school, and work. This year the Fire Prevention Office would like to extend this initiative by asking Town Officials to proclaim the week of October 5<sup>th</sup> − 11<sup>th</sup>, 2025 "Fire Prevention Week in the Town of Arnprior". Campaign resources and outreach activities highlight the simple steps we can all take to avoid personal tragedy. This year's Fire Prevention Week™ (FPW™) campaign, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," works to educate everyone about using these batteries safely. The campaign stresses how important it is to BUY, CHARGE, and RECYCLE safely when it comes to lithium-ion batteries.

This year's focus on lithium-ion batteries works to better educate the public about how to buy, charge, and dispose of them safely.

The three key messages that support "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" include:

- BUY only listed products: When buying a product that uses a lithium-ion battery, take time to research it. Look for a stamp from a nationally recognized testing lab on the packaging and product, which means that it meets established safety standards. Many products sold online and in stores may not meet safety standards and could increase the risk of fire.
- CHARGE devices safely: Always use the cables that come with the product to charge it. Also, charge the device in accordance with the manufacturer's instructions. If you need a new charger, buy one from the manufacturer or one that the manufacturer has approved. Charge your device on a hard surface. Don't overcharge your device. Unplug it or remove the battery when it's fully charged.

## WHERE THE RIVERS MEET



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

tel 613 623 4231 fax 613 623 8026 arnprior@arnprior.ca www.arnprior.ca

DISPOSE OF/RECYCLE batteries responsibly: Don't throw lithium-ion batteries in
the trash or regular recycling bins because they could catch fire. Recycling your
device or battery at a safe battery recycling location is the best way to dispose of
them.

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

Thank you for your consideration.

Captain – Fire Prevention Officer,

**Arnprior Fire Department** 

Chris Crowder



# **Town of Arnprior Staff Report**

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

2025)

**Report Number: 25-09-08-04** 

Report Author and Position Title: Kaitlyn Wendland, Deputy Clerk

**Department:** Client Services

Meeting Date: September 8<sup>th</sup>, 2025

### **Recommendations:**

**That** Council proclaim September 28th, 2025 as "Test Your Smoke Alarm Day" in the Town of Arnprior.

## **Background:**

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

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to the event	Yes
Section 5.2.1 – Name and Address of Organization	Town of Arnprior Fire Services 67 Meehan Street Arnprior, ON K7S 2B7
Section 5.2.2 – Contact Person's Name	Rick Desarmia, Fire Chief rdesarmia@arnprior.ca
Section 5.2.3 – Name of Proclamation and Duration	Test Your Smoke Alarm Day September 28 <sup>th</sup> , 2025

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

Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown / flag raising ceremony	No
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

### **Documents:**

**1.** Proclamation Document – Test Your Smoke Alarm Day – September 28th, 2025

# **Signatures**

**Reviewed by Department Head:** Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland



# **Town of Arnprior Proclamation**

# **Test Your Smoke Alarm Day**

# September 28th, 2025

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

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

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

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

**Therefore** I, Lisa McGee, Mayor, do hereby proclaim September 28th, 2025, as "Test Your Smoke Alarm Day" in the Town of Arnprior and urge all local residents to test the smoke alarms in their residence by pressing the test button, replacing the batteries and making sure that they are in good working order.

Lisa McGee, Mayor Town of Arnprior



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

tel 613 623 4231 fax 613 623 8026 arnprior@arnprior.ca www.arnprior.ca

August 28, 2025

Mrs. Kaila Zamojski Clerk, Town of Arnprior 105 Elgin Street West Arnprior, Ontario, K7S 0A8

Mrs. Zamojski,

Re: Request for Proclamation-Test Your Smoke Alarm Day (Sunday Sept. 28th, 2025)

Sunday Sept. 28<sup>th</sup>, 2025, is Ontario's Test Your Smoke Alarm Day! As part of Test Your Smoke Alarm Day, all Ontarians are encouraged to learn more about smoke alarms, fire safety, and home fire escape planning.

"Test Your Smoke Alarm Day" marks a day of action to promote installing and testing working smoke alarms in every home in Ontario and is part of a broader strategy by the Office of the Fire Marshal (OFM) to bring attention to the importance of having working smoke alarms.

The Fire Prevention Office of the Arnprior Fire Department has embraced this awareness initiative and respectfully requests that Town of Arnprior proclaim Sunday September 28<sup>th</sup>, 2025 "Test Your Smoke Alarm Day" in the Town of Arnprior. The Fire Prevention Office will be raising awareness throughout the community in support of this initiative and will continue to do so throughout the duration of the annual "Fire Prevention Week" campaign. By taking a proactive approach together, we can communicate the importance of having working smoke alarms to the citizens of Arnprior.

Sincerely,

# **Cory Nicholas**

Deputy Fire Chief - Fire Suppression / Prevention Services Arnprior Fire Department

## WHERE THE RIVERS MEET



# **Town of Arnprior Staff Report**

Subject: Proclamation for Carbon Monoxide Awareness Week (November

1<sup>st</sup> to 7<sup>th</sup>, 2025)

**Report Number: 25-09-08-05** 

Report Author and Position Title: Kaitlyn Wendland, Deputy Clerk

**Department:** Client Services

Meeting Date: September 8<sup>th</sup>, 2025

### **Recommendations:**

**That** Council proclaim November 1st to 7th, 2025 as Carbon Monoxide Awareness Week in the Town of Arnprior.

## **Background:**

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

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to the event	Yes
Section 5.2.1 – Name and Address of Organization	Town of Arnprior - Fire Services 67 Meehan Street Arnprior, ON K7S 2B7
Section 5.2.2 – Contact Person's Name	Chris Crowder Captain – Fire Prevention Officer
Section 5.2.3 – Name of Proclamation and Duration	Carbon Monoxide Awareness Week November 1st to 7th, 2025

# Assessment of the Proclamation Request from the Town of Amprior Proclamations Policy No. ADMIN-C-2.05

Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

## **Documents:**

- 1. Proclamation Document Carbon Monoxide Awareness Week
- **2.** Proclamation Request

# **Signatures**

Reviewed by Department Head: Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland



# **Town of Arnprior Proclamation**

## **Carbon Monoxide Awareness Week**

# November 1st to 7th, 2025

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

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

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

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

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

**Therefore** I, Lisa McGee, Mayor, do hereby proclaim November 1st to 7th, 2025 as Carbon Monoxide Awareness Week in the Town of Arnprior and urge all residents and visitors to participate in the outreach activities planned by the Fire Prevention / Protection Officers to highlight the simple steps that everyone can take to limit the risks posed by carbon monoxide to themselves and their families.

Lisa McGee, Mayor Town of Arnprior



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

tel 613 623 4231 fax 613 623 8026 arnprior@arnprior.ca www.arnprior.ca

July 30th, 2025

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

Mrs. Zamojski,

Re: Request for "Carbon Monoxide Awareness Week" proclamation.

This November the Fire Prevention Office of the Arnprior Fire Department will be increasing public awareness of carbon monoxide hazards around us at home, school, and work. The Fire Prevention Office would like to enhance this initiative by asking Town Officials to proclaim the week of November  $1^{\rm st}-7^{\rm th}$ , 2025 "Carbon Monoxide Awareness Week in the Town of Arnprior". Campaign resources and outreach activities highlight the simple steps we can all take to avoid personal tragedy. CO is the leading cause of accidental poisoning deaths in North America. Each year it proves fatal for dozens of Canadians, and, makes many more thousands sick with what they think is the flu.

We urge Council to join with us in this important initiative to increase awareness in order to reduce the number of preventable deaths that may occur in our community as a result of carbon monoxide poisoning. A Carbon Monoxide Awareness Week Proclamation will serve as a powerful example of Councils commitment to the safety of the people of the Town of Arnprior.

Thank you for your consideration.

Sincerely,

Captain – Fire Prevention Officer,

**Arnprior Fire Department** 

Chris Crowder



# **Town of Arnprior Staff Report**

**Subject:** Proclamation for Terry Fox Day (September 14<sup>th</sup>, 2025)

**Report Number: 25-09-08-06** 

Report Author and Position Title: Kaitlyn Wendland, Deputy Clerk

**Department:** Client Services

Meeting Date: September 8th, 2025

## **Recommendations:**

That Council proclaim September 14<sup>th</sup>, 2025 as Terry Fox Day in the Town of Arnprior.

## **Background:**

# Assessment of the Proclamation Request from the Town of Amprior Proclamations Policy No. ADMIN-C-2.05

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to the event	Yes
Section 5.2.1 – Name and Address of Organization	Terry Fox Foundation 200 - 250 Ferrand Drive Toronto, ON M3C 3G8
Section 5.2.2 – Contact Person's Name	Denise Johnston <a href="mailto:terryfoxrunarnprior@outlook.com">terryfoxrunarnprior@outlook.com</a>
Section 5.2.3 – Name of Proclamation and Duration	Terry Fox Day September 14 <sup>th</sup> , 2025
Section 5.2.4 – Appropriate Wording for Proclamation	Yes

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

Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	Yes (between September 10 <sup>th</sup> to 17 <sup>th</sup> , 2025)
Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

## **Documents:**

**1.** Proclamation Document – Terry Fox Day – September 14<sup>th</sup>, 2025

# **Signatures**

Reviewed by Department Head: Jennifer Morawiec

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

**CAO Concurrence:** Robin Paquette

Workflow Certified by Town Clerk: Kaitlyn Wendland



# Town of Arnprior Proclamation

## **Terry Fox Day**

# September 14<sup>th</sup>, 2025

**Whereas** the Terry Fox Run is inspired by a dream as big as our country, which began in 1980 with Terry Fox and his Marathon of Hope. The run is now entirely volunteer driven, and grounded in traditions with events held annually around the world to foster research in the fight against cancer; and

**Whereas** it has become a tradition in Canada to gather friends and family to participate in a volunteer fundraiser to raise public awareness and financial support for cancer research; and

Whereas we recognize the importance of cancer research as part of the aims and objectives of the Terry Fox Run on behalf of the people of Canada, of the Province of Ontario, and of the Town of Arnprior; and

Whereas Terry once said, "Anything is possible if you try." He was an innovator, attempting to run across Canada on one leg on a humanitarian mission we had never seen before; and

**Whereas** our local residents have taken the initiative to organize a Terry Fox Run for the past 43 years, since 1982; and

**Whereas** a Flag Raising Ceremony for Terry Fox Day will be held on Wednesday, September 10<sup>th</sup>, 2025 prior to the event to raise further awareness for the Terry Fox Run being held at Robert Simpson Park on Sunday, September 14<sup>th</sup>, 2025.

**Therefore Be It Resolved That** I, Lisa McGee, Mayor, do hereby proclaim September 14<sup>th</sup>, 2025 as "Terry Fox Day" in the Town of Arnprior and call upon all residents to participate in the Terry Fox Run to raise funds for cancer research.

Lisa McGee, Mayor Town of Arnprior

# The Corporation of the Town of Arnprior

## By-law Number 7617-25

A by-law to provide for an exemption to By-law No. 5209-04, being a By-law to Regulate Signs, Merchandise Displays and other Advertising Devices in the Town of Arnprior

**Whereas** Section 11 (3) (7) of the Municipal Act, 2001 as amended, provides that a municipality may pass by-laws respecting structures, including fences and signs; and

**Whereas** the Council of the Corporation of the Town of Arnprior has jurisdiction over advertising devices including signs; and

**Whereas** Council deems it necessary and advisable to regulate the size, use, location and maintenance of signs and advertising devices on private property within the Town of Arnprior; and

**Whereas** Council deems it expedient to grant an exemption to Section 9.0 c) of the Sign and Merchandise Display By-Law Number 5209-04 for a ground sign located at Wes's Chips at 198 Madawaska Blvd. in Arnprior.

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

Passed in open Council this 8<sup>th</sup> day of September 2025.

- That an exemption from the provisions of Section 9.0 c) of By-law Number 5209-04 be granted to allow a wall sign with a Height above Finished Floor Level below Sign (minimum) of 1.22 meters for a sign located on a shipping container at 198 Madawaska Blvd.
- 2. **That** this By-law shall come into full force and effect on the day of its adoption.

Signatures:	
Lisa McGee, Mayor	Kaitlyn Wendland, Deputy Clerk
This by-law is deemed to be adopted on	, 2025

# The Corporation of the Town of Arnprior

### By-Law Number 7618-25

A by-law to authorize the execution of a lease agreement with the Canadian Pro Shop (Brandyn Defino).

**Whereas** Section 8 of the Municipal Act, 5.0., c.25 provides broad authority on municipalities to enable municipalities to govern their affairs as considered appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with the Canadian Pro Shop (Brandyn Defino) for use of the premises known municipally as 77 James Street, Arnprior, Ontario for the purposes of operating pro shop located inside the Nick Smith Centre;

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

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

**Passed** in Open Council this 8<sup>th</sup> day of September, 2025.

Signatures:	
Lisa McGee, Mayor	Kaitlyn Wendland, Deputy Clerk
This by-law is deemed to be adopted on _	, 2025.

## The Corporation of the Town of Arnprior

This indenture is dated this 11th day of September, 2025

#### Between:

### The Corporation of the Town of Arnprior

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the "Landlord"

and

### The Canadian Pro Shop

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 a Pro Shop with a space of approximately 255 square feet located inside the Bert Hall Arena (Arena A) more particularly outlined in Schedule A attached (the "Premises").

#### 1. Grant of Lease

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

#### 2. Premises, Term and Extended

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being dedicated space for the Tenant's pro shop (outlined on Schedule A). The Tenant shall have use of the pro shop during the facility's regular hours of business and shall also have the non-exclusive use of all common areas of the building and the Property.
- (2) 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 of per year, based on use of approximately 255 square feet of dedicated space in the Bert Hall Arena and shall be payable by the following terms:
  - a. For the term October 1, 2025 to September 30, 2026, a gross rent of \$3600 +HST payable in monthly installments of \$300.00+HST.
  - b. For the term October 1, 2026 to September 30, 2027, a gross rent of \$3900 +HST payable in monthly installments of \$325.00+HST.
  - c. For the term October 1, 2027 to September 30, 2028, a gross rent of \$4200 +HST payable in monthly installments of \$350.00+HST
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section.
  - a. Not included in the gross rent is Custodial Services or IT Services.
  - b. Included in the gross rent are the utilities.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

#### 4. Assignment

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

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

#### 5. Use

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as office space and equipment storage 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) The Tenant shall not do or permit to be done at the Premises anything which may:
  - a. constitute a nuisance;
  - b. cause damage to the Premises;
  - c. cause injury or annoyance to occupants of neighbouring premises;
  - d. make void or voidable any insurance upon the Premises; or
  - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.
- (4) The Tenant must comply with all Public Health and Provincial guidelines and regulations. Any additional signage, equipment or infrastructure required to meet any guidelines or regulations will come at the expenses of the Tenant.
- (5) AND the Tenant covenants not to obstruct or interfere with the rights of the Landlord or other occupants of the Nick Smith Centre or in any way injure or annoy them or conflict with any of the rules and regulations of the Board of Health or any Statute or Municipal By-law.

#### 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 Centre in accordance with first-class practices and standards, having regard to the type and location of the Centre as a prudent owner and operator.

### 7. 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.

#### 8. 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 may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - a. the removal is in the ordinary course of business;
  - b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - c. the Landlord has consented in writing to the removal;

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

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

#### 9. 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
- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;

- c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.
- d. Tenant Legal Liability insurance in an amount equal to the 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 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.

#### 10. Indemnification

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
  - a. Any breach by the Tenant of any of the provisions of this Lease;
  - b. Any act or omission of any person on the Premises or any use or occupancy of or any things 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 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.

## 11. Damage to the Premises

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

#### 12. 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 30 consecutive days; or
    - ii. are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days;
    - iii. are used by any other person or persons, or for any other purpose than as provided for in this lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
  - a. the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this lease until the Landlord has re-let the Premises or

- otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any newtenant pays to the Landlord.
- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
  - a. the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
  - b. the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and reenter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

#### 13. Termination at End of Term

- (1) The Tenant agrees to permit the Landlord during the last six 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.

#### 14. 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:

The Canadian Pro Shop Attn: Brandyn Defino 119 Fourth Avenue Arnprior, ON K7S 1Z3

(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.

## 15. 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.

#### 16. 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.

## 17. 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.

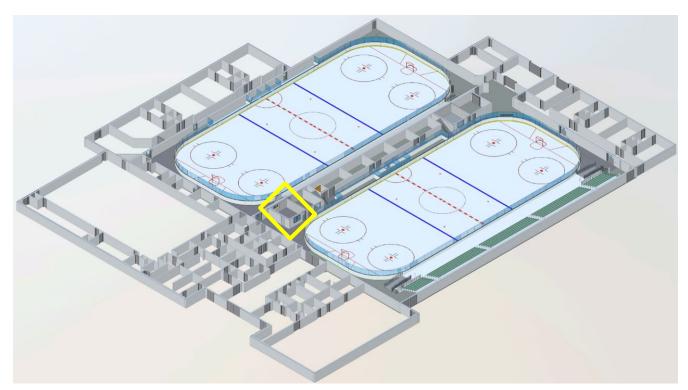
In Witness Whereof the parties hereto have executed this Lease.

Signed, Sealed and Delivered this 11th day of September, 2025.

THE CORPORATION OF THE TOWN OF ARNPRIOR
Lisa McGee, Mayor
Kaitlyn Wendland, Deputy Clerk
We have authority to bind the Corporation.
TENANT
Brandyn Defino, Tenant
I/We have authority to bind the Organization.

## Schedule "A" "The Premises"

N.B. Yellow square represents leased space – approximately 255 square feet (17 x 13). Please note that these images are design renderings.







#### 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):

- 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 non-soluble 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.

#### Schedule "C" "Tenant's Work"

The Tenant agrees with the following:

- 1. To maintain the Premises at its own expense in good order and in a clean and tidy condition;
- 2. To provide the following regular operating schedule:
  - The Pro Shop shall be open at such time to handle the regular operating program in the facility which is generally between the hours of 4:00 p.m. to 9:30 p.m., Monday through Friday, and 7:00 a.m. to 9:00 p.m. Saturday and Sunday.
  - In the case of a special event or tournament, the Pro Shop will be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Landlord.
  - The hours of operation of the Pro Shop will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
  - The Pro Shop may be closed during slow periods or facility shutdowns, subject to approval of the Landlord, which approval will not be unduly withheld.
  - Facility schedules will be copied to the Tenant each month with special event schedules.
- 3. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.
- 4. It shall be the Tenant's responsibility to ensure the presence of the Tenant or Tenant's agent to accept deliveries from suppliers.
- 5. The Tenant must respect any Contracts that have been made with suppliers of the Town of Arnprior.

## The Corporation of the Town of Arnprior

### By-Law Number 7619-25

A by-law to authorize the execution of a lease agreement with The Cottage Cup (2527567 Ontario Inc).

**Whereas** Section 8 of the Municipal Act, 5.0., c.25 provides broad authority on municipalities to enable municipalities to govern their affairs as considered appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with The Cottage Cup (2527567 Ontario Inc) for use of the premises known municipally as 77 James Street, Arnprior, Ontario for the purposes of operating a canteen located inside the Nick Smith Centre;

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

- That the Mayor and Clerk are authorized to execute the Lease Agreement with The Cottage Cup (2527567 Ontario Inc) attached as Schedule A, on behalf of the Town of Arnprior; and
- 2. **That** this by-law shall come into full force and effect upon the passing thereof, subject to the Municipal Act, 2001, Part VI.1, Sec. 284.11 and any other legislation, at which time all by-laws, and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

Passed in Open Council this 8th day of September, 2025.

Signatures:	
Lisa McGee, Mayor	Kaitlyn Wendland, Deputy Clerk
This by-law is deemed to be adopted on _	, 2025.

#### THE CORPORATION OF THE TOWN OF ARNPRIOR

This indenture is dated this 11th day of September, 2025

#### **BETWEEN:**

#### CORPORATION OF THE TOWN OF ARNPRIOR

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the "LANDLORD"

- and -

# The Cottage Cup (2527567 Ontario Inc)

Hereinafter called the "TENANT"

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 77 James Street, Arnprior Ontario, Canada, K7S 1C9 (the "Property"), for the purposes of concession stand activities, with a space of 360 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 360 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 Concession stand space (yellow section outlined on **Schedule A**) and shall also have the non-exclusive use of all common areas of the building and the Property. The Tenant shall have occasional use of the Community Hall kitchen (green section outlined on **Schedule A**) for large scale events (i.e. Tournaments) subject to the availability of the Community Hall and its kitchen.
- (2) 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 of per year, based on 360 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 \$10,200 +HST payable in monthly instalments of \$850.00 +HST
  - b. For the term October 1, 2026 to September 30, 2027, a gross rent of \$11,400 +HST payable in monthly instalments of \$950.00 +HST
  - c. For the term October 1, 2027 to September 30, 2028, a gross rent of \$12,600 +HST payable in monthly instalments of \$1050.00 +HST
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section but does not include HST.
  - a. Not included in the gross rent is Custodial Services or IT Services.
     Note: Access to internet for Point of Sale purposes may be arranged.
  - b. Included in the gross rent are the utilities and use of equipment as outlined in Schedule C.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

#### 4. ASSIGNMENT

(1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his

- right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublease or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublease or occupant had originally executed this Lease as Tenant.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent as provided 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 a Concession Stand 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) The Tenant shall not do or permit to be done at the Premises anything which may:
  - a. constitute a nuisance;
  - b. cause damage to the Premises;

- c. cause injury or annoyance to occupants of neighbouring premises;
- d. make void or voidable any insurance upon the Premises; or
- constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.
- (4) The tenant shall follow all applicable Orders, guidelines and protocols agreeing to the terms and conditions as outlined in Schedule D.

#### 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 Centre in accordance with first-class practices and standards, having regard to the type and location of the Centre as a prudent owner and operator.

#### 7. 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.

#### 8. 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 may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - a. the removal is in the ordinary course of business;
  - b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
  - c. the Landlord has consented in writing to the removal;

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

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

#### 9. 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.

#### 10. INDEMNIFICATION

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
  - a. Any breach by the Tenant of any of the provisions of this Lease;

- b. Any act or omission of any person on the Premises or any use or occupancy of or any things 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 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.

#### 11. DAMAGE TO THE PREMISES

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

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

#### 13. 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.

#### 14. 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:

The Cottage Cup (2527567 ON Inc) Attn: Donaven Welk 5 Kokomis Road Golden Lake, ON KOJ 1X0

(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.

#### 15. 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.

#### 16. 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.

#### 17. 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 11th day of September, 2025

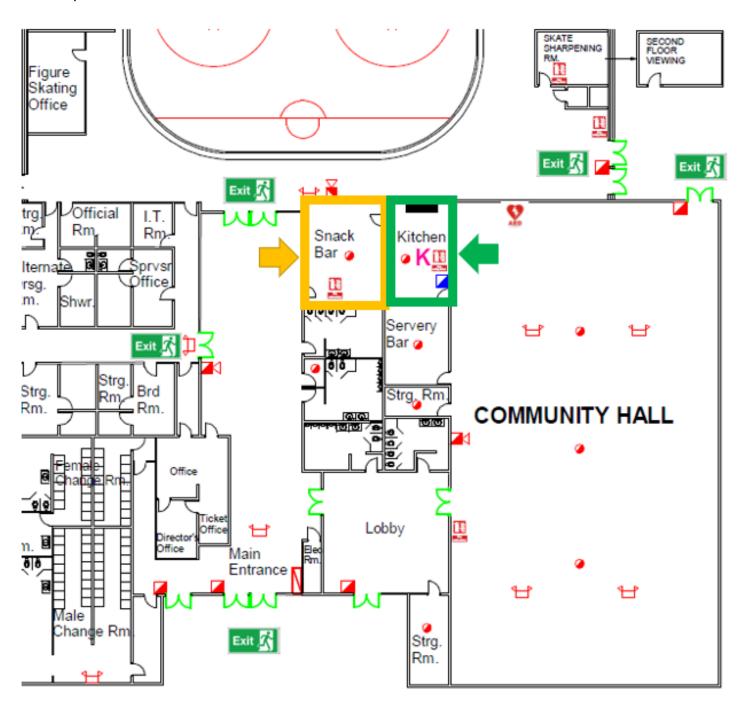
TOWN OF ARNPRIOR
Lisa McGee
Mayor
Kaitlyn Wendland
Deputy Clerk
We have authority to bind the Corporation.
TENANT
Donaven Welk
Operator
We have authority to bind the Company.

THE CORPORATION OF THE

### Schedule "A"

## "THE PREMISES"

N.B. Highlighted area in yellow represents leased space. Highlighted area in green denotes occasional use of space



#### **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 non-soluble 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.

## SCHEDULE "C" "TENTANT'S WORK"

The Tenant agrees with the following:

- 1. To present a menu that features healthier food and beverage options taking the following into action:
  - No less than 30% of the menu must be healthier options based on Canada's Food Guide.
  - Increase consumer choice so that facility patrons can have access to healthier options, especially for children.
  - Position healthier food and beverage options more prominently in an area that is visible to customers.
  - Make best efforts to price healthier food and beverage options onpar or less than non-healthier options.
- 2. To respect any and all exclusive partnerships with the Landlord pertaining to food and beverages. No products of competitors can be offered;
- 3. To maintain the Premises at its own expense in good order and in a clean and tidy condition;
- 4. To maintain equipment provided by the Landlord with a preventative maintenance program to ensure the equipment is kept in good operating order. The Tenant shall not install any new equipment without the Landlord's approval. Equipment provided by the Landlord includes but is not limited to the following:
  - Stainless Steel Counters with Backsplash (1 48x30; 3 60x30; 1 72x30)
  - Ventless Fryer (Perfect Fry Company Model No. PFA570-208)
  - Microwave Convection Oven (ACP Canada Model No. AXP22TLT)
- 5. To regularly clean the interior of the Premises including garbage and recycling material removal, floor cleaning as needed, cleaning of washrooms and equipment;
- 6. To provide the following regular operating schedule:
  - The Concession Stand shall be open at such time to handle the regular operating program in the facility which is generally between the hours of 4:00 p.m. to 10:00 p.m., Monday through Friday, and 7:00 a.m. to 9:00 p.m. Saturday and Sunday. The Concession Stand will remain open until at least the start of the last regularly scheduled ice booking for that day, unless previously agreed to by the Landlord.

- In the case of a special event or tournament, the Concession Stand is to be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Landlord
- The hours of operation of the Concession Stand will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
- The Concession Stand may be closed during slow periods or facility shutdowns, subject to approval of the Landlord, which approval will not be unduly withheld.
- Facility schedules will be copied to the Tenant each month with special event schedules.
- 7. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.