



**Town of Arnprior**  
**Regular Meeting of Council Agenda**  
**Date: Monday, April 12, 2021**  
**Time: 6:30 p.m.**  
**Location: Via Electronic Participation**

1. Call to Order
2. Roll Call
3. Adoption of Agenda (Additions/ Deletions)
4. Disclosures of Pecuniary Interest
5. Question Period
6. Adoption of Minutes of Previous Meeting(s) (Except Minutes of Closed Session)
  - a) [Regular Meeting of Council – March 22 2021](#) (Page 1-10)
7. Awards/ Delegations/ Presentations
  - a) Delegations
    - i. [Arnprior Skateboard Association](#) (Page 11-31)
8. Public Meetings
  - a) [Madawaska Boulevard Apartments](#) (Page 32-41)
9. Matters Tabled/ Deferred/ Unfinished Business
10. Staff Reports
  - a) [Zoning By-law Amendment 5/19 – Fourth Avenue Apartments](#),  
Maureen Rueckwald, Town Planner (Page 42-66)

- b) **Phase 2 Marshall's Bay Meadows Subdivision Agreement**, Megan Rueckwald, Town Planner (Page 67-71)
- c) **Site Plan Control Application Block 45 Marshall's Bay Meadows (SPC 1/20)**, Megan Rueckwald, Town Planner (Page 72-75)
- d) **Site Plan Control Application – Jack Crescent and Madawaska Boulevard (SPC 2/20)**, Megan Rueckwald, Town Planner (Page 76-81)
- e) **Equity, Diversity and Inclusion**, Kaila Zamojski, Deputy Clerk and Robin Paquette, CAO (Page 82-90)

**11. Committee Reports and Minutes**

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

**13. County Councillor's Report from County Council**

**14. Correspondence & Petitions**

**a) Correspondence**

- i. Correspondence Package I-21-April-07
- ii. Correspondence Package A-21-April-05

**15. By-laws & Resolutions**

**a) By-laws:**

- i. **By-law Number 7148-21** – Renaming of Douglas Jim Brown Way (Page 91-92)
- ii. **By-law Number 7149-21** – Lifting of Reserve (Page 93)
- iii. **By-law Number 7150-21** – Authorize Construction and Access License Agreement with Ontario Power Generation Inc. (Page 94-95)
- iv. **By-law Number 7151-21** – Appoint Members to the Arnprior Accessibility Advisory Committee (Page 96-97)
- v. **By-law Number 7152-21** – Execute Site Plan Control Agreement with 9695443 Canada Inc. (Block 45, Marshalls Bay Meadows) (Page 98-99)
- vi. **By-law Number 7153-21** – Execute Site Plan Control Agreement with HYOR Holdings Inc. (Jack Crescent and Madawaska Boulevard) (Page 100-101)

- vii. **By-law Number 7154-21** – Amend Zoning By-law Number 6875-18 (Fourth Avenue) (Page 102-104)
- viii. **By-law Number 7155-21** – Adopt Reorganization and Title Changes of Departments and Officers (page 105-106)
- ix. **By-law Number 7156-21** – Amend By-law No. 6797-18, A By-law to Adopt the Full-Time Non-Union Position Ranking (Recreation Department) (Page 107-108)
- x. **By-law Number 7157-21** – Execute a Subdivision Agreement with the subdivider, Marshalls Bay Regional Inc. (Page 109)

**b) Resolutions**

**i. 2021 Outdoor Sidewalk Patio Café Licenses**

**Whereas** the COVID-19 pandemic has impacted businesses in Ontario significantly, including our hospitality sector and workers; and

**Whereas** the Province is currently in a Stay at Home Order allowing restaurants to only offer take-out and when allowed to re-open it will be with restricted seating capacity, limited hours of operation and alcohol service; and

**Whereas** on June 8, 2020 the Minister responsible for the regulation of alcohol sale and consumption in Ontario, the Attorney General, has implemented regulatory changes that give the Alcohol and Gaming Commission of Ontario (AGCO) the discretion to allow licensed establishments to temporarily add or increase the size of their patios; and

**Whereas** these opportunities are available to all licensed establishments, whether or not they currently have a patio, and are subject to any additional requirements set out by the AGCO and municipalities (such as by-laws or other restrictions); and

**Whereas** the Council of the Corporation of the Town of Arnprior has received a number of requests to waive licensing fees for the 2021 season and allow patios to open on municipal sidewalks;

**Therefore Be It Resolved That** the Council of the Corporation of the Town of Arnprior approve the waiving of the 2021 license fee for Outdoor Sidewalk Patio Licenses (estimated between \$500 - \$1000); and

**Be It Further Resolved That** businesses with Outdoor Sidewalk Patio Café licenses be able to operate their patio beginning April 13, 2021 or when provincial restrictions allow; and

**Be It Further Resolved That** applicants must file an application and meet all the requirements of By-law No. 6769-17, Schedule VIII “Outdoor Sidewalk Patio Café”.

**16. Announcements**

**17. Media Questions**

**18. Closed Session**

One matter pursuant to Section 239 (2) (f) of the Municipal Act, advice that is subject to solicitor-client privilege including communications necessary for that purpose

**19. Confirmatory By-law**

By-law No. 7158-21 to confirm the proceedings of Council

**20. Adjournment**

Please note: Town Hall is following social distancing protocols that have been recommended by the federal and provincial governments to help protect the health and well-being of our community. Please see the Town’s [Website](#) to view the live stream. The meeting will be uploaded to YouTube for future viewing.

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

**E-mail to:** Cogeco; Metroland Media; Oldies 107.7/My Broadcasting Corporation; Valley Heritage Radio; Ottawa Valley Business

**The Corporation of the  
Town of Arnprior**

**By-law Number 7150-21**

A by-law to authorize the Corporation of the Town of Arnprior to enter into a Construction and Access License Agreement with Ontario Power Generation Inc.

**Whereas** Section 9 of the Municipal Act, S.O. 2001, states that a municipality has the capacity, rights, powers and privileges of a natural person; and

**Whereas** Section 11(1) of the Municipal Act, S.O. 2001, provides that a municipality may provide any service or thing that the municipality considers necessary for the public; and

**Whereas** Section 11(2) of the Municipal Act, S.O. 2001, provides that a municipality may pass by-laws on matters in relation to the health, safety and well-being of persons; and

**Whereas** Ontario Power Generation Inc. is requesting permission to access a temporary construction laydown area approximately fifty feet by seventy five feet (50' x 75'), boat launch access for mobilization and demobilization, overnight tie off of two (2) boats, as well as ongoing access to certain Town owned lands for the purposes of installing and maintaining boom and boom anchors; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient and desirable to execute a Construction and Access License Agreement with Ontario Power Generation to allow for the installation and maintenance of boom and boom anchors on Town owned lands.

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

1. **That** the Mayor and Clerk be authorized to execute the Construction and Access License Agreement, attached as Appendix "A" and forming part of this By-law, to allow for the installation and maintenance of boom and boom anchors on Town owned lands.
2. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted** and **Passed** this 12<sup>th</sup> day of April, 2021.

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Walter Stack, Mayor

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Maureen Spratt, Clerk

## CONSTRUCTION AND ACCESS LICENCE AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_ 2021

### BETWEEN:

**THE CORPORATION OF THE TOWN OF ARNPRIOR**, a corporation under the laws of the Province of Ontario (the “**Town**”)

-and -

**ONTARIO POWER GENERATION INC.**, a corporation incorporated under the laws of the Province of Ontario (“**OPG**”)

(each a “**Party**” and together the “**Parties**”)

### RECITALS:

- A. The Town owns the lands legally described as PIN 57307-0161, 57307-0027, and 57307-0245 being further described on Schedule “A” (hereinafter referred to as the “**Lands**”).
- B. OPG operates Arnprior Weir, (hereinafter referred to as the “**Weir**”) as part of the Arnprior Generating Station operations, adjacent to the Lands.
- C. OPG approached the Town on January 20, 2021, to discuss the next phase of the installation of OPG’s public safety measures at the Weir, planned for 2021 (herein referred to as the “**Proposal**”). On January 27, 2021, the Town agreed to review a draft agreement for consideration by the Council.
- D. OPG supplied the Town with the proposal for the location of the booms and boom anchors, specifically anchors labelled E to H, a temporary construction laydown area approximately fifty feet by seventy five feet (50’ x 75’), boat launch access for mobilization and demobilization, overnight tie off of two (2) boats, as well as, the request for ongoing access to the Lands to perform certain maintenance activities (herein referred to as the “**Work**”).
- E. The Town has agreed to grant to OPG a non-exclusive licence agreement to access select portions of the Lands identified in Schedule “B” (herein referred to as the “**Designated Areas**”) for the Work.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the mutual covenants, terms and conditions contained herein, the parties hereto do hereby agree as follows:

### 1. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

“**Applicable Laws**” in respect of any person, property, transaction or event, means all applicable federal, provincial, municipal and local laws, statutes, rules, regulations, orders, guidelines, codes, by-laws, ordinances, standards, treaties, judgements and decrees applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law, all applicable approvals, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, policies and formal interpretations thereof of any governmental authority having or purporting to have authority over that person, property, transaction or event at the applicable time;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

“**Construction Work**” means the activities required for the installation of the booms and boom anchors. Works to be completed include but are not limited to the following: site preparation, mobilization, installation of temporary laydown area and temporary fencing, installation of new anchors, installation of new booms, and demobilization.

“**Environmental Laws**” mean all applicable federal, provincial, municipal and local laws, statutes, regulations, guidelines, provincial policies, and by-laws, official plans, and all orders, directives, rulings and decisions rendered by any ministry, department or administrative or regulatory agency or court, including any obligations or requirements arising under common law, relating to the protection of the environment, mining, drinking water, wildlife, human

health and safety or the manufacture, processing, sewage treatment, storage, disposal, transport, handling, containment, clean-up or other remediation or corrective action or in respect of a Hazardous Substance;

“**Hazardous Substance**” means any substance, material, chemical, waste of any nature, or thing (including asbestos, asbestos containing material, petroleum, petroleum by-products, radioactive substances, pesticides, herbicides, polychlorinated biphenyls) which is or is deemed or defined to be, alone or in any combination, hazardous, dangerous, toxic, a pollutant, a deleterious substance, a dangerous good, a designated substance, a contaminant or a source of pollution or contamination or is otherwise regulated, and includes all analogous concepts as defined in or pursuant to any Environmental Law or designated under any Environmental Law; and

“**Maintenance Work**” is defined as ongoing activities to maintain, repair, install, replace, and remove the booms and anchors.

“**Release or Released**” has the meaning prescribed in any Environmental Law and includes any release, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional.

“**Term**” means the Construction Term and the Maintenance Term as defined under Section 2(a)(i) and 2(a)(ii).

“**Work**” shall include the Construction Work and the Maintenance Work.

## 2. LICENCE

- (a) The Town grants to OPG a non-exclusive temporary licence (the “**Licence**”) to permit OPG and its employees, agents, contractors, sub-contractors, consultants, workers and permittees (each an “**Authorized Representative**” and collectively the “**Authorized Representatives**”) the right to enter onto and to pass and repass over the Designated Areas, as follows:
- (i) With respect to the Construction Work, the term shall commence 11:59 p.m. May 24, 2021 the date hereof and shall expire on the earlier of: (1) 11:59 p.m. on October 31, 2021 and (2) receipt of notice from OPG of completion of the Construction Work and/or that it is terminating its rights hereunder (the “**Construction Term**”). OPG shall have the right to extend the Construction Term for a period of up to sixty (60) days. The extension term shall be on the same terms and conditions of this Agreement. OPG’s right to extend the Construction Term shall be exercisable by written notice to the Town given not less than thirty (30) days prior to the expiry of the Construction Term. For certainty, the extension shall not be for more than sixty (60) days.
  - (ii) With respect to the Maintenance Work, the term shall commence on expiration of the Construction Term and shall expire on October 31, 2031 (the “**Maintenance Term**”). OPG shall have the right to extend the Maintenance Term for a period of ten (10) years. The extension term shall be on the same terms and conditions of this Agreement. OPG’s right to extend the Maintenance Term shall be exercisable by written notice to the Town given not less than thirty (30) days prior to the expiry of the Maintenance Term.
- (b) Access to the Designated Areas is subject to the following access requirements:
- (i) OPG shall be permitted to access the Designated Areas to conduct the Construction Work during the Construction Term.
  - (ii) OPG shall be permitted to access the Designated Areas to conduct the Maintenance Work during the Maintenance Term.
  - (iii) Access to the Designated Areas will be limited to the hours between 7 a.m. and 5 p.m. on Business Days, and at such other times as are agreed by the Town from time to time (“**hours of work**”);
  - (iv) Access will be at the sole, risk, cost and expense of OPG and the Authorized Representatives;
  - (v) OPG or any Authorized Representative shall provide a minimum of two (2) Business Days prior written notice in order to request permission to enter onto the Designated Areas (an “**Access Request**”) outside of the hours of work. The Town must respond to



Access Requests within three (3) Business Days. All Access Requests shall be sent to and approved by the designated Town representative, by email or by telephone (the “**Site Contact**”);

(vi) The Town will reasonably cooperate with OPG and its Authorized Representatives to schedule the use of the Designated Areas, but such uses shall be subject to the operational requirements of the Town and its use of the Lands, which may include some of the Designated Areas, from time to time.

- (c) The Licence includes a right of ingress to and egress from the Designated Areas and, subject to the terms herein, the right to bring such equipment, vehicles, machinery, tools, supplies, apparatus and materials (“**Equipment**”) onto the Designated Areas as may be necessary for the purposes of the Work.
- (d) The Licence shall apply only to the Designated Areas identified in Schedule “B” but shall be subject to all third party leases, licences, easements or other rights of use or occupation as registered on title, unregistered, or any exceptions or limitations established by this Agreement.

### **3. NON-INTERFERENCE**

- (a) OPG will ensure that its activities will not materially interfere in any way with, disrupt or cause any damage to the Lands, the Park or any works or facilities of its employees, contractors, agents and assigns (“**The Town Representatives**”) at or near the Lands, or any other works of the Town or the Town Representatives now existing or hereafter constructed at or near the Lands, and will comply with all instructions and orders to suspend or halt its operations in the event of such interference or damage.
- (b) If, in the opinion of the Town, OPG does anything or permits anything to be done on the Lands which may, in the opinion of the Town, acting reasonably, be a nuisance, cause damage, endanger, or be considered dangerous or offensive by the Town, acting reasonably, the Town may require OPG to remove, relocate or clear the offending work from the Lands or cease the activity which is interfering or disruptive or deemed dangerous or offensive by the Town.

### **4. EXPENSES**

All reasonable costs, expenses, liabilities and risk of any kind directly associated with the use by OPG or its Authorized Representatives of the Designated Areas will be borne by OPG. Without limiting the generality of the foregoing, OPG will assume all costs, expenses, liabilities and risk to supply any required power to complete the said Project.

### **5. REMOVAL OF PROPERTY AND RESTORATION OF THE SITE**

- (a) At the conclusion of the Construction Term, OPG covenants and agrees to repair all damage to the Designated Areas and the Lands caused by OPG or any Authorized Representative as a result of the Construction Work and shall remove the Equipment from the Lands.
- (b) At the conclusion of the Maintenance Term, OPG covenants and agrees to repair all damage to the Designated Areas and the Lands caused by OPG or any Authorized Representative as a result of the Maintenance Work and return the Designated Areas and Lands to a condition similar to the condition it was in before the Work commenced.
- (c) The obligations of OPG under this Section 5 will survive the expiration or earlier termination of this Licence.

### **6. OPG’S COVENANTS & ACKNOWLEDGEMENTS**

- (a) At all times throughout the Term, OPG shall use and maintain the Designated Areas (and any improvements thereon) and perform the Project:
  - (i) strictly in accordance with Applicable Laws, including the *Occupational Health and Safety Act* and Environmental Laws;
  - (ii) in a reasonable and careful manner as a prudent owner would do; and
  - (iii) in accordance with all rules, regulations and requirements, as may be prescribed from time to time by the Town or any authority with relevant jurisdiction.

- (b) OPG shall be solely responsible for obtaining and maintaining all consents, approvals, permits and authorizations necessary or related to the Project.
- (c) Access to the Town and or the Town Representatives to the island property, known legally as Island 45, PIN #573070245, during the Maintenance Term to be provided by contacting OPG Arnprior Generating Station, Work Centre Manager, 613-623-5985. OPG requires a minimum of two (2) business days notice.
  - (i) In addition, the Town's Fire Department will have access to the boom's boat gate, for emergency and water rescue purposes.

## **7. RESPONSIBILITY FOR EMPLOYEES, AGENTS, ETC.**

- (a) OPG shall ensure that its Authorized Representatives will be trained and qualified to safely and competently conduct the Project. OPG agrees that with respect to any access to the Designated Areas, it shall ensure that its staff, contractors, subcontractors and consultants, and any employees/workers of the foregoing who are provided access to Designated Areas by OPG, shall comply at all times with all applicable laws, including, but not limited to, any Environmental Laws, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, and its regulations and any amendments thereto.
- (b) OPG agrees and acknowledges that it and its Authorized Representatives shall be responsible for, and indemnify the Town from and against, all loss or damage to its and its Authorized Representatives' Equipment brought onto the Designated Areas, and acknowledges that they bring such Equipment onto the Designated Areas at their own risk.

## **8. LIENS**

If a lien or claim is registered or filed or notice of lien or claim is given to the Town as a result of activities comprising the Project and OPG's failure to pay such amounts, OPG shall discharge or vacate the lien or claim, or have any notice withdrawn at its expense within fifteen (15) Business Days after notice from the Town, failing which the Town may at its option discharge the lien or claim of lien or obtain withdrawal of the notice by paying the amount claimed to be due into court, and the amount so paid and all out of pocket expenses incurred by the Town including legal costs (on a solicitor and client basis) shall be paid by OPG to the Town.

## **9. RELEASE AND INDEMNITY**

- (a) OPG covenants and agrees that the Town will not be liable or responsible in any way for and OPG releases and indemnifies the Town against any and all liabilities, damages, debts, demands, losses, costs, claims, suits or actions for:
  - i. damage to the property of OPG and its Authorized Representatives;
  - ii. any injury (including death) to any person or persons resulting from the use of the Designated Areas or the Project by OPG unless the injury is caused by the negligence of the Town or the Town Representatives; and
  - iii. any breach of the provisions of this Agreement by OPG or its Authorized Representatives.
- (b) Notwithstanding any liability and indemnity provisions contained in this Agreement, neither the Town nor OPG shall be liable to the other for any claims, actions, suits, demands or proceedings in the nature of loss of anticipated revenues, earnings or profits or increased expense of operations or any special, consequential, incidental, punitive, exemplary or indirect damages, whether by statute, in contract, tort, including negligence, strict liability or otherwise, and all such damages are hereby expressly disclaimed.
- (c) The obligations under this Section 9 will survive the expiration or termination of this Agreement.

## **10. INSURANCE**

The Town acknowledges that OPG is self insured. The right to self-insure will not relieve OPG of any of its other obligations under this Agreement, including its indemnities and the Town will be protected during any period of self-insurance as if it were a named insured.

## **11. TERMINATION**

- (a) In the event that OPG is in default of any of the terms and conditions of this Agreement, the Town may, upon delivery of written or verbal notice, and without prejudice to any other rights and remedies it may have at law or in equity, forthwith terminate this Agreement.

- (b) Notwithstanding the foregoing, if OPG is in default under the terms of this Agreement, it is entitled to fifteen (15) Business Days' written notice to cure the default or such longer period of time as is necessary to cure the default, provided that OPG commences to cure the default within the fifteen (15) Business Day period and thereafter proceeds diligently to cure it.
- (c) Either Party may, provided such Party is not in default under this Agreement, terminate this Agreement upon no less than sixty (60) days prior written notice to the other.

**12. NO ASSIGNMENT**

This Agreement may be assigned upon mutual consent of the parties in writing.

**13. NOTICE**

- (a) Except as otherwise provided in this Agreement, every notice required or permitted under this Agreement must be in writing and may be delivered in person, by courier or by electronic mail to the applicable Party as follows:

**To THE TOWN at:** The Corporation of the Town of Arnprior  
105 Elgin St. West  
Arnprior, ON, K7S 0A8

Telephone: 613-623-4231  
FAX: 613-623-8091  
Attention: John Steckly

**To OPG at:** Ontario Power Generation Inc.  
700 University Avenue, HLCD16 Floor  
Toronto, ON M5G 1X6

Attention: Senior Manager, Real Estate Services

or to any other address, or individual that a Party designates by notice. Any notice under this Agreement, (i) if delivered personally or by courier will be deemed to have been given when actually received, or (ii) if delivered by electronic mail before 3:00 p.m. on a Business Day, will be deemed to have been delivered on that same Business Day.

- 14. Unless otherwise specified, notice of any accident, incident, spill, damage, injury, or emergency shall be given at the same time as notice is required by law to be given under any legal authority or forthwith if there is no specific notice requirement set by law. All such notice shall be properly given if done in person, and/or by phone.

**15. SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and binds the Parties and their respective successors and permitted assigns.

**16. GENERAL**

- (a) In this Agreement, words importing the singular number only will include the plural and vice versa; words importing the masculine gender will include the feminine and neuter genders and vice versa; the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any agreement supplemental hereto; "including" or "includes" will be without limitation; "Section" or "Article" followed by a number or a letter refers to the correspondingly numbered or lettered section or article hereof; "person" will be interpreted broadly and includes an individual, partnership, association, trust, body corporate or other entity.

- (b) This Agreement shall be governed by, and is to be construed in accordance with, the laws of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario in respect of any matter relating to this Agreement. If any term of this Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability will be deemed severable and will not affect any other term of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal. No term of this Agreement may be amended or waived except in writing. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.
- (c) The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person or entity, other than the Parties.
- (d) Except as otherwise expressly provided in this Agreement, each Party will be responsible for its own costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement.
- (e) This Agreement may only be amended, supplemented or otherwise modified by written agreement executed by the Parties.
- (f) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.
- (g) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. The Parties shall engage in good faith negotiations to replace such provision with a valid, enforceable, and applicable provision, the effect of which substantially reflects that of the illegal, invalid or unenforceable provision it replaces.
- (h) This Agreement may be signed and delivered in any number of counterparts (including counterparts by electronic mail), each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument.

*[Remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**ONTARIO POWER GENERATION  
INC.**

By: \_\_\_\_\_  
Name: Vicky Bennett  
Title: Real Estate Associate  
I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF  
ARNPRIOR**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
[I/We] have the authority to bind the Corporation

**SCHEDULE "A"**

**SCHEDULE "A"**

**DESCRIPTION LANDS**

**PIN #57307-0161**

PT LTS 3 & 4, CON C, MCNAB, AS IN AR11665, BEING ALL THAT PT LYING N OF MADAWASKA ST, E OF MADAWASKA RIVER, S OF PT 3, 49R12042 & W OF RIVERVIEW DE, PL 231 & BRIDGE ST, PL 230 EXCEPT AS IN R226125, R197460, PTS 1 & 2, 49R5165, LTS 286-291, PL 259, LTS 140-150, PL 231, UNNAMED ST, PL 231 17 FOOT WIDENING, PL 231; TOWN OF ARNPRIOR

**PIN #57307-0027**

LT 5 ALBERT ST, PL 7 EXCEPT R107643; RESERVE L, PL 33 EXCEPT R107643 & PT 1, 49R10989; PT RESERVE N, PL 33 AS IN R150486 EXCEPT R85434; PT BED OF THE MADAWASKA RIVER BEING WATER LT CL4791, PT 1, 49R8267, WATER LT HY180, PTS 1, 2 & 3, 49R5846 & PT WATER LT SA 21, PTS 2-4, 49R3818; S/T R76501; S/T R227695; ST R283947 ; TOWN OF ARNPRIOR - MCNAB

**PIN #57307-0245**

ISLAND 45, PL 33; TOWN OF ARNPRIOR – MCNAB

**SCHEDULE "B"**

**SKETCH OF BOOM ANCHORS & DESIGNATED AREAS**

