

# PRESCOTT

EST 1784

## THE FORT TOWN

### SPECIAL COUNCIL

March 5, 2018, 5:30 pm

Council Chambers

360 Dibble St. W.

Prescott, Ontario

---

Pages

1. Call to Order

2. Approval of Agenda

**Suggested Motion**

*"THAT the agenda for the Special Council meeting of March 5, 2018, be approved as presented."*

3. Declarations of Interest

4. Closed Session

4.1 Legal Matter

**Suggested Motion**

*"THAT Council move into Closed Session at \_\_\_\_\_ to address a matter pertaining to:*

*18.1 Legal Matter*

*- advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and*

*That the CAO, Director of Public Works & Infrastructure, Treasurer, and Clerk remain in the room."*

5. Rise and Report

6. Staff

6.1 Staff Report 08-2018 - Draft Encroachment Agreement - 388 Centre

1

**Street**

**Suggested Motion**

*"THAT Council approve the proposed encroachment agreement subject to the conditions listed in this report."*

**6.2 Staff Report 09-2018 - Linda Street and Linda Court Reconstruction**

9

**Suggested Motion**

*"THAT Council direct the Director of Public Works and Infrastructure to enter into an agreement with Ken Miller Excavating Ltd. for the reconstruction of Linda Street and Linda Court."*

**7. By-laws**

**7.1 Encroachment Agreement - 388 Centre Street**

11

**Suggested Motion**

*"THAT By-Law 10-2018, being a by-law to permit an encroachment at 388 Centre Street, be read a first and second time."*

**Suggested Motion**

*"THAT By-Law 10-2018, being a by-law to permit an encroachment at 388 Centre Street, be read a third time, passed and signed by the Mayor and Clerk."*

**8. Period for Media Questions**

**9. Confirming By-Law – 11-2018**

17

**Suggested Motion**

*"THAT By-Law 11-2018, being a by-law to confirm the proceedings of the Special Council meeting held on March 5, 2018, be read a first and second time."*

**Suggested Motion**

*"THAT By-Law 11-2018, being a by-law to confirm the proceedings of the Council meeting held on March 5, 2018, be read a third time, passed and signed by the Mayor and Clerk."*

**10. Adjournment**

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	March 5 '18
Strategic Plan		

## STAFF REPORT TO COUNCIL

Report No. 08-2018

March 5, 2018

From: Pierre Mercier, CAO

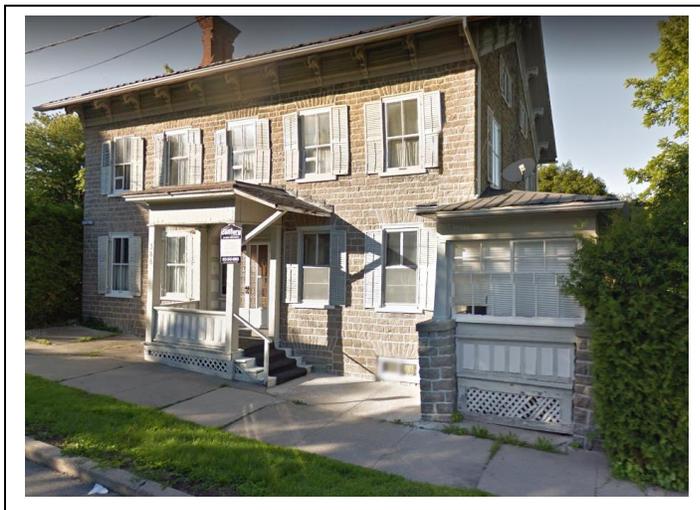
RE: Draft Encroachment Agreement - 388 Centre Street – John Hartry

### RECOMMENDATION:

That Council approve the proposed encroachment agreement subject to the conditions listed in this report.

### BACKGROUND / ANALYSIS:

The subject property, known municipally as 388 Centre Street, is occupied by a 2 ½ story stone house constructed in 1833. Upon a review of a survey dated 1999 it was determined that there are two stone pillars and a veranda that are encroaching a few inches into the Centre Street road allowance.



In order to proceed with a proposed sale of the property, an encroachment agreement is being requested by the purchaser. The agreement requires the owner to indemnify and save harmless the Corporation of the Town of Prescott for any damages or injury sustained within the encroachment area.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	March 5 '18
Strategic Plan		

Recommendation

It is recommended that Council approve the proposed application through the adoption of an Encroachment Agreement by-law.

**Attachments:**

- Encroachment Agreement By-law

A handwritten signature in black ink, appearing to read "Pierre Mercier".

---

Pierre Mercier  
Chief Administrative Officer

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

---

---

**BY-LAW NO. 10-2018**

**A BY-LAW TO PERMIT AN ENCROACHMENT  
AT 388 CENTRE STREET WEST**

---

---

**BEING A BY-LAW TO PERMIT AN ENCROACHMENT AT 388 CENTRE STREET**

**WHEREAS** in accordance with the authority provided by Section 8 of the *Municipal Act, 2001*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**WHEREAS** there are two stone pillars and a veranda which encroach onto the road allowance known as Centre Street; and

**WHEREAS** the said part of the pillars and veranda does not interfere with the use of the sidewalk or the public highway by the municipality or the public; and

**WHEREAS** the Council of the Corporation of the Town of Prescott deems it expedient to grant permission for the said encroachment;

**NOW THEREFORE** the Council of the Corporation of the Town of Prescott enacts as follows:

1. That the encroachment onto the road allowance know as Centre Street as described in Schedule "A" appended to this by-law is hereby granted.
2. The owner of the lands herein before described shall pay the Corporation of the Town of Prescott a fee of one dollar (\$1.00) per annum for the use of the said part of the road allowance along the northerly property line of said property and such fee shall form a charge upon the lands.
3. The said fee shall be payable in like manner as taxes.
4. The owner agrees to indemnify and save harmless the Corporation of the Town of Prescott for any damages sustained on the property referred to in this by-law as a result of the negligence of the owners of the property from time to time.
5. This by-law and encroachment agreement Schedule "A" shall come into force and take effect on the date of its final passage.

6. The permission herein to allow the said encroachment on the existing road allowance shall terminate upon destruction or demolition of the said structure.

**READ A FIRST AND SECOND TIME THIS 5<sup>th</sup> DAY OF MARCH, 2018.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**READ A THIRD AND FINAL TIME AND PASSED THIS 5<sup>th</sup> DAY OF MARCH, 2018.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

---

---

**SCHEDULE A TO BY-LAW 10-2018**

---

---

**THIS ENCROACHMENT AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PRESCOTT**  
(Herein called the "Town")

**OF THE FIRST PART**

-and-

**THE ESTATE OF JOHN HARTRY**  
**C/O RANDALL PELEHOS**

**OF THE SECOND PART**

**WHEREAS** John Hartry is the registered owner of the property described as Plan 19 Block 2 Parts Lots 11 and 12, Town of Prescott, County of Grenville (herein the "lands"), and known as Assessment Roll No. 0708 020 020 17100 0000; and

**WHEREAS** there are two stone pillars and veranda which encroaches (herein the "Encroachment") onto the road allowance known as Centre Street, on Registered Plan Number 15R9776, which Encroachment is more particularly shown on a reference plan as Part 1, R Plan 9776 dated February 4, 1999 and attached as Schedule "B"; and

**WHEREAS** the Owner has made an application to maintain the Encroachment on the Lands in the position they now stand for the lifetime of the said Encroachment, subject to the execution by the Town of this Agreement and the terms, clauses, and conditions hereinafter set forth; and

**NOW WITNESSETH THIS AGREEMENT** that in consideration of the premises herein contained, the Town and the Owner agree as follows:

1. That the Town grants the Owner permission to maintain the Encroachment onto the road allowance known as Centre Street in the location shown on the site plan in Schedule "A" for the lifetime of the said Encroachment, subject to the terms, clauses and conditions herein contained.

2. The Owner of the lands herein on Schedule "A" shall pay the Corporation of the Town of Prescott a fee of one dollar (\$1.00) per annum for the use of the said part of the road allowance known as Centre Street along the southerly property line of said property and such fee shall from a charge upon the lands, payable in like manner as taxes.
3. The Owner covenants and agrees to indemnify and save harmless the Town from and against all costs, charges, expenses, suits, claims, losses and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Town may sustain, incur or for which the Town may be liable in consequence of the said Encroachment and the passing of this by-law
4. The Owner hereby covenants to place insurance on said Encroachment in the joint names of the Town and the Owner for public liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00). The said insurance may be included in the Owner's insurance of the Lands but must show the interest of the Town with respect to the public liability claims arising by reason of the said Encroachment on the Encroached Lands and the matters referred to in Paragraph 3 hereof.
5. The Owner covenants and agrees to remove the Encroachment at the expense of the Owner in the event that acting reasonably the Town requires its removal for any reason whatsoever, and without limiting the generality of the foregoing, the Owner will remove the Encroachment at his/her own expense in the event that the Town is of opinion that the Encroachments are unsafe or access is required by the Town.
6. This Agreement shall not be interpreted as granting exclusive use of the Encroachments, the Encroached Lands or any part of the said Encroachment to the Owner.
7. The Owner acknowledges no ownership interest in any part of the Encroachment on to the road allowance known as Centre Street.
8. The Owner hereby covenants that in the event of the sale of the Land, it will notify the Town of any change in ownership. Upon so doing and upon the transferee/purchaser entering into an agreement with the Town similar to this Agreement, providing proof of insurance and otherwise complying with the provisions of such Agreement, the Owner will be thereupon released from all obligations under this Agreement. In that event, the Town shall provide the appropriate release of its interest in the Owner insurance policy.
9. This agreement shall be binding upon and ensure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors and assigns.

10. That this by-law be registered on title in the local Land Registry Office pursuant to the *Municipal Act*.

11. This by-law shall come into force and take effect on the date of its final passage.

12. The permission herein to allow the said encroachment on to the existing road allowance known as Centre Street shall terminate upon destruction or demolition of the said structure.

**Signed and sealed** by the parties hereto have set their hands and seals personally or by their proper signing officers on the dates noted:

By the Corporation of the Town of Prescott this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Corporation of the Town of Prescott**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

By the Owner, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Estate of John Hartry,  
Executor of Estate Randall Pelehos**

\_\_\_\_\_  
**Name:**  
**Title:**

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

DATE February 4, 1989

PLAN 15 R-10190  
RECEIVED AND DEPOSITED.

DATE FEB 14 1989

E. ROBERTS  
LAND REGISTRAR FOR THE REGISTRY DIVISION OF GRENVILLE (IN 15)

PLAN OF SURVEY OF  
PART OF LOTS 11 & 12  
SOUTH SIDE OF DIBBLE STREET 8  
NORTH SIDE OF HENRY STREET  
BLOCK 2  
REGISTERED PLAN N<sup>o</sup> 19

TOWN OF PRESCOTT  
COUNTY OF GRENVILLE  
SCALE: 1 INCH = 20 FEET  
RON M. JASON O.L.S.

NOTES:  
SHOWN ON MAP AS EASTING, DERIVED FROM THE BEARING AND DISTANCE TO THE EASTERN LIMIT OF CENTRE STREET ON PLAN 15R-8230.

- AGS DENOTES: GOVERNMENT SERVICES  
W.S. DENOTES: WATER SUPPLY  
E.O.L.S. DENOTES: ELECTRIC LINES  
M.A. DENOTES: METAL ARCHES  
C.C. DENOTES: CONCRETE  
C.M. DENOTES: CONCRETE MONUMENT  
I.R. DENOTES: IRON ROD  
I.B. DENOTES: IRON BAR  
I.P. DENOTES: IRON PIPE  
I.C. DENOTES: IRON CEMENT  
I.W. DENOTES: IRON WIRE  
A.C. DENOTES: ACCEPTED  
F. DENOTES: FENCE  
I. DENOTES: INSTRUMENT  
S.D. DENOTES: SUBDIVISION BAR

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.  
2. THIS SURVEY WAS COMPLETED ON THE 3rd DAY OF FEBRUARY, 1989.

DATE February 4, 1989

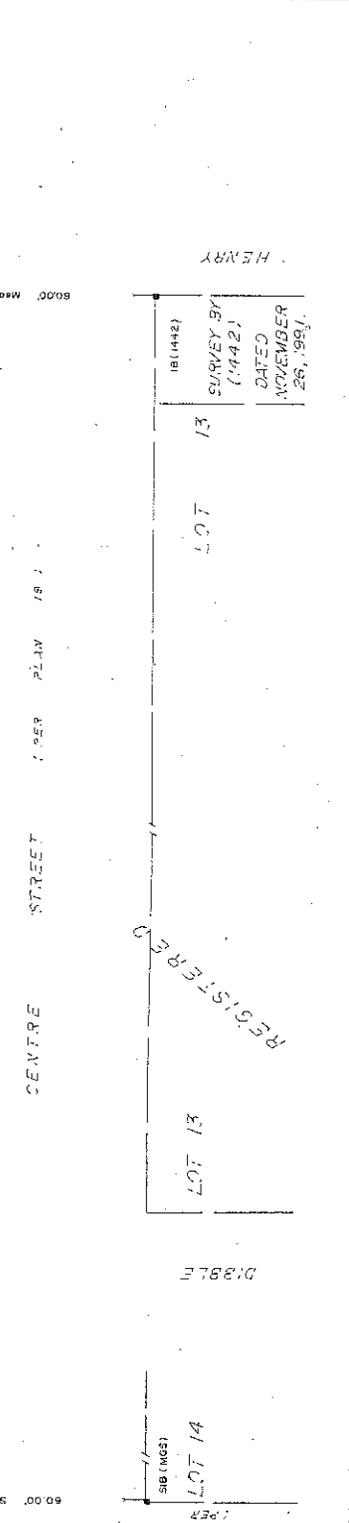
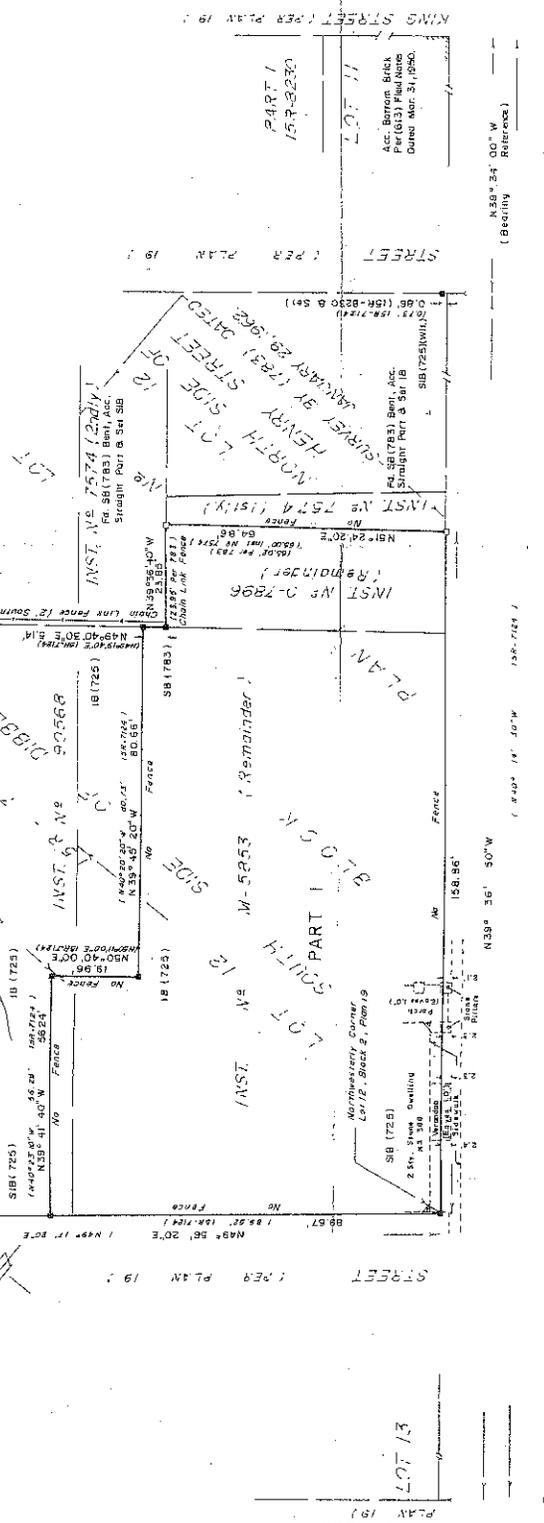
Ron M. Jason  
RON M. JASON  
ONTARIO LAND SURVEYOR

**INTERVAL**  
DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

**Ron M. Jason Surveying Ltd.**  
ONTARIO AND CANADA LAND SURVEYORS  
PRESCOTT ONT. P9-10-09 ALEXANDRIA

**SCHEDULE**

PART	LOT	BLOCK	PLAN	INST. N <sup>o</sup>	AREA	REMARKS
1	11 & 12	DIBBLE	1B	M-5853	0.28 ac.	
2	13			O-7896		
3	14					
4	15					





		Date Req'd
Information Purposes		
Policy / Action Req'd	X	March 5 '18
Strategic Plan		

# STAFF REPORT TO COUNCIL

Report No. 09-2018

March 5, 2018

From: Dan Beattie, Director of Public Works & Infrastructure

RE: Linda Street & Linda Court Reconstruction

**Recommendation:**

That Council direct the Director of Public Works and Infrastructure to enter into an agreement with Ken Miller Excavating Ltd. for the reconstruction of Linda Street and Linda Court.

**Background / Analysis:**

Aging infrastructure on Linda Street and Linda Court needs upgrading to allow for uninterrupted services to the residents. Taking this into account we engaged engineering on September 12, 2017 to complete a survey of existing infrastructure and develop a design to upgrade the infrastructure to a sustainable level.

The design schedule from conception to completion with key milestone dates are:

<u>Milestone</u>	<u>Date</u>
Tender Issued	February 6, 2018
Mandatory Site Visit	February 15, 2018
Tender Closing	February 28, 2018
Tender Award	March 6, 2018
Estimate Construction Start	April 1, 2018
Estimate Completion	July 30, 2018



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	March 5 '18
Strategic Plan		

The recommended contractor has completed numerous infrastructure projects within the area and is currently the Towns preferred civil vender.

Ken Miller Excavating Limited, comes with excellent references as they work with multiple towns, municipalities, cities and townships.

**Alternatives:**

There was a total of eight contractors invited to tender. On the tender closing date there was a total of two bids submitted, Cornwall Gravel Company Limited and Ken Miller Excavating Limited.

The two submitted bids were:

Cornwall Gravel Company Ltd.	\$ 958,843.00
Ken Miller Excavating Ltd.	\$ 879,882.00

Cornwall Gravel Company Ltd. would be the alternative contractor at price difference of \$78,961.00.

**Financial Implications:**

The amount noted above of \$879,882 (not including HST) is for the construction costs only. The total cost of the project includes design, construction, construction inspection, and post construction services, and is estimated to total \$1,055,020 plus HST.

As part of the 2017 Capital Budget, the Town assigned the Gas Tax Funding from 2017 and 2018 to the reconstruction of Linda Street and Linda Place. This amounts to approximately \$525,600. The remaining amount will be funded by water and wastewater reserves.

*Original signed by*

---

Pierre Mercier  
Chief Administrative Officer

*Original signed by*

---

Dan Beattie  
Director

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

---

---

**BY-LAW NO. 10-2018**

**A BY-LAW TO PERMIT AN ENCROACHMENT  
AT 388 CENTRE STREET WEST**

---

---

**BEING A BY-LAW TO PERMIT AN ENCROACHMENT AT 388 CENTRE STREET**

**WHEREAS** in accordance with the authority provided by Section 8 of the *Municipal Act, 2001*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**WHEREAS** there are two stone pillars and a veranda which encroach onto the road allowance known as Centre Street; and

**WHEREAS** the said part of the pillars and veranda does not interfere with the use of the sidewalk or the public highway by the municipality or the public; and

**WHEREAS** the Council of the Corporation of the Town of Prescott deems it expedient to grant permission for the said encroachment;

**NOW THEREFORE** the Council of the Corporation of the Town of Prescott enacts as follows:

1. That the encroachment onto the road allowance know as Centre Street as described in Schedule "A" appended to this by-law is hereby granted.
2. The owner of the lands herein before described shall pay the Corporation of the Town of Prescott a fee of one dollar (\$1.00) per annum for the use of the said part of the road allowance along the northerly property line of said property and such fee shall form a charge upon the lands.
3. The said fee shall be payable in like manner as taxes.
4. The owner agrees to indemnify and save harmless the Corporation of the Town of Prescott for any damages sustained on the property referred to in this by-law as a result of the negligence of the owners of the property from time to time.
5. This by-law and encroachment agreement Schedule "A" shall come into force and take effect on the date of its final passage.

6. The permission herein to allow the said encroachment on the existing road allowance shall terminate upon destruction or demolition of the said structure.

**READ A FIRST AND SECOND TIME THIS 5<sup>th</sup> DAY OF MARCH, 2018.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**READ A THIRD AND FINAL TIME AND PASSED THIS 5<sup>th</sup> DAY OF MARCH, 2018.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

---

---

**SCHEDULE A TO BY-LAW 10-2018**

---

---

**THIS ENCROACHMENT AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PRESCOTT**  
(Herein called the "Town")

**OF THE FIRST PART**

-and-

**THE ESTATE OF JOHN HARTRY**  
**C/O RANDALL PELEHOS**

**OF THE SECOND PART**

**WHEREAS** John Hartry is the registered owner of the property described as Plan 19 Block 2 Parts Lots 11 and 12, Town of Prescott, County of Grenville (herein the "lands"), and known as Assessment Roll No. 0708 020 020 17100 0000; and

**WHEREAS** there are two stone pillars and veranda which encroaches (herein the "Encroachment") onto the road allowance known as Centre Street, on Registered Plan Number 15R9776, which Encroachment is more particularly shown on a reference plan as Part 1, R Plan 9776 dated February 4, 1999 and attached as Schedule "B"; and

**WHEREAS** the Owner has made an application to maintain the Encroachment on the Lands in the position they now stand for the lifetime of the said Encroachment, subject to the execution by the Town of this Agreement and the terms, clauses, and conditions hereinafter set forth; and

**NOW WITNESSETH THIS AGREEMENT** that in consideration of the premises herein contained, the Town and the Owner agree as follows:

1. That the Town grants the Owner permission to maintain the Encroachment onto the road allowance known as Centre Street in the location shown on the site plan in Schedule "A" for the lifetime of the said Encroachment, subject to the terms, clauses and conditions herein contained.

2. The Owner of the lands herein on Schedule "A" shall pay the Corporation of the Town of Prescott a fee of one dollar (\$1.00) per annum for the use of the said part of the road allowance known as Centre Street along the southerly property line of said property and such fee shall from a charge upon the lands, payable in like manner as taxes.
3. The Owner covenants and agrees to indemnify and save harmless the Town from and against all costs, charges, expenses, suits, claims, losses and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Town may sustain, incur or for which the Town may be liable in consequence of the said Encroachment and the passing of this by-law
4. The Owner hereby covenants to place insurance on said Encroachment in the joint names of the Town and the Owner for public liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00). The said insurance may be included in the Owner's insurance of the Lands but must show the interest of the Town with respect to the public liability claims arising by reason of the said Encroachment on the Encroached Lands and the matters referred to in Paragraph 3 hereof.
5. The Owner covenants and agrees to remove the Encroachment at the expense of the Owner in the event that acting reasonably the Town requires its removal for any reason whatsoever, and without limiting the generality of the foregoing, the Owner will remove the Encroachment at his/her own expense in the event that the Town is of opinion that the Encroachments are unsafe or access is required by the Town.
6. This Agreement shall not be interpreted as granting exclusive use of the Encroachments, the Encroached Lands or any part of the said Encroachment to the Owner.
7. The Owner acknowledges no ownership interest in any part of the Encroachment on to the road allowance known as Centre Street.
8. The Owner hereby covenants that in the event of the sale of the Land, it will notify the Town of any change in ownership. Upon so doing and upon the transferee/purchaser entering into an agreement with the Town similar to this Agreement, providing proof of insurance and otherwise complying with the provisions of such Agreement, the Owner will be thereupon released from all obligations under this Agreement. In that event, the Town shall provide the appropriate release of its interest in the Owner insurance policy.
9. This agreement shall be binding upon and ensure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors and assigns.

10. That this by-law be registered on title in the local Land Registry Office pursuant to the *Municipal Act*.

11. This by-law shall come into force and take effect on the date of its final passage.

12. The permission herein to allow the said encroachment on to the existing road allowance known as Centre Street shall terminate upon destruction or demolition of the said structure.

**Signed and sealed** by the parties hereto have set their hands and seals personally or by their proper signing officers on the dates noted:

By the Corporation of the Town of Prescott this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Corporation of the Town of Prescott**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

By the Owner, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Estate of John Hartry,  
Executor of Estate Randall Pelehos**

\_\_\_\_\_  
**Name:**  
**Title:**

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

DATE February 4, 1989

DATE FEB 14 1989

RECEIVED AND DEPOSITED.

PLAN 15 R-1019.

LAND REGISTRAR FOR THE REGISTRY DIVISION OF GRENVILLE (IN 15)

RON M. JASON

ONTARIO LAND SURVEYOR

PLAN OF SURVEY OF PART OF LOTS 11 & 12 SOUTH SIDE OF DIBBLE STREET 8 NORTH SIDE OF HENRY STREET BLOCK 2 REGISTERED PLAN N: 19 TOWN OF PRESCOTT COUNTY OF GRENVILLE SCALE: 1 INCH = 20 FEET RON M. JASON O.L.S.

NOTES: SHOWN ON MAP AS EASTING, DERIVED FROM THE BEARING AND DISTANCE, AND THE EASTING LIMIT OF CENTRE STREET ON PLAN 18R-8230.

- 1. DENOTES - MINISTRY OF GOVERNMENT SERVICES
- 2. DENOTES - P.A. WISNIAK O.L.S.
- 3. DENOTES - JOHN H. KENNELLY LTD.
- 4. DENOTES - SOURCE UNKNOWN, MADILL & JASON
- 5. DENOTES - SURVEY MONUMENT PLANTED
- 6. DENOTES - STANDARD IRON BAR
- 7. DENOTES - IRON BAR
- 8. DENOTES - IRON PIPE
- 9. DENOTES - CONCRETE MONUMENT
- 10. DENOTES - ACCEPTED
- 11. DENOTES - FENCE
- 12. DENOTES - INSTRUMENT
- 13. DENOTES - SUBDIVISION BAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.

2. THIS SURVEY WAS COMPLETED ON THE 3rd DAY OF FEBRUARY, 1989.

DATE February 4, 1989

RON M. JASON

ONTARIO LAND SURVEYOR

INTERVAL

DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

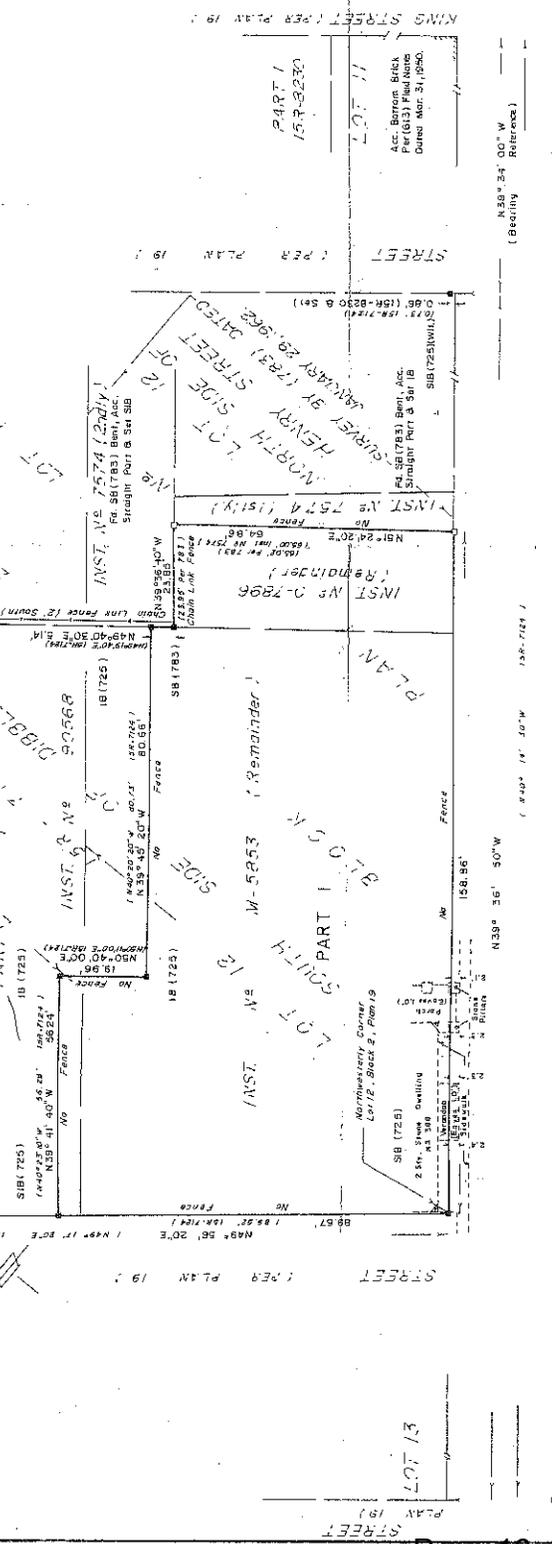
Ron M. Jason Surveying Ltd.

ONTARIO LAND SURVEYORS

PRESCOTT

tel: 99-10-09 ALEXANDRIA

SCHEDULE			
PART	LOT	BLOCK	PLAN
1	11 & 12 DIBBLE	2	19
REMARKS		M-5853	0.28 ac.
		O-7896	



STREET PLAN 19

STREET PLAN 18

STREET PLAN 17

STREET PLAN 16

STREET PLAN 15

STREET PLAN 14

STREET PLAN 13

STREET PLAN 12

STREET PLAN 11

STREET PLAN 10

STREET PLAN 9

STREET PLAN 8

STREET PLAN 7

STREET PLAN 6

STREET PLAN 5

STREET PLAN 4

STREET PLAN 3

STREET PLAN 2

STREET PLAN 1

STREET PLAN 0

STREET PLAN -1

STREET PLAN -2

STREET PLAN -3

STREET PLAN -4

STREET PLAN -5

STREET PLAN -6

STREET PLAN -7

STREET PLAN -8

STREET PLAN -9

STREET PLAN -10

STREET PLAN -11

STREET PLAN -12

STREET PLAN -13

STREET PLAN -14

STREET PLAN -15

STREET PLAN -16

STREET PLAN -17

STREET PLAN -18

STREET PLAN -19

STREET PLAN -20

STREET PLAN -21

STREET PLAN -22

STREET PLAN -23

STREET PLAN -24

STREET PLAN -25

STREET PLAN -26

STREET PLAN -27

STREET PLAN -28

STREET PLAN -29

STREET PLAN -30

STREET PLAN -31

STREET PLAN -32

STREET PLAN -33

STREET PLAN -34

STREET PLAN -35

STREET PLAN -36

STREET PLAN -37

STREET PLAN -38

STREET PLAN -39

STREET PLAN -40

STREET PLAN -41

STREET PLAN -42

STREET PLAN -43

STREET PLAN -44

STREET PLAN -45

STREET PLAN -46

STREET PLAN -47

STREET PLAN -48

STREET PLAN -49

STREET PLAN -50

STREET PLAN -51

STREET PLAN -52

STREET PLAN -53

STREET PLAN -54

STREET PLAN -55

STREET PLAN -56

STREET PLAN -57

STREET PLAN -58

STREET PLAN -59

STREET PLAN -60

STREET PLAN -61

STREET PLAN -62

STREET PLAN -63

STREET PLAN -64

STREET PLAN -65

STREET PLAN -66

STREET PLAN -67

STREET PLAN -68

STREET PLAN -69

STREET PLAN -70

STREET PLAN -71

STREET PLAN -72

STREET PLAN -73

STREET PLAN -74

STREET PLAN -75

STREET PLAN -76

STREET PLAN -77

STREET PLAN -78

STREET PLAN -79

STREET PLAN -80

STREET PLAN -81

STREET PLAN -82

STREET PLAN -83

STREET PLAN -84

STREET PLAN -85

STREET PLAN -86

STREET PLAN -87

STREET PLAN -88

STREET PLAN -89

STREET PLAN -90

STREET PLAN -91

STREET PLAN -92

STREET PLAN -93

STREET PLAN -94

STREET PLAN -95

STREET PLAN -96

STREET PLAN -97

STREET PLAN -98

STREET PLAN -99

STREET PLAN -100

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

---

**BY-LAW NO. 11-2018**

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE SPECIAL COUNCIL  
MEETING HELD ON MARCH 5, 2018**

---

**WHEREAS**, Section 5(3) of *the Municipal Act, 2001 S.O. 2001, c.25, as amended*, provides that Council's powers shall be exercised by by-law;

**AND WHEREAS** certain actions of Council do not require the enactment of a specific by-law;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of the Town of Prescott enacts as follows:

1. Subject to Paragraph 3 of this by-law, the proceedings of the above-referenced Council meeting, including all Resolutions, By-laws, Recommendations, Adoptions of Committee Reports, and all other motions and matters decided in the said Council Meeting are hereby adopted and confirmed, and shall have the same force and effect, as if such proceedings were expressly embodied in this by-law.
2. The Mayor and Clerk are hereby authorized to execute all such documents, and to direct other officials of the Town to take all other action, that may be required to give effect to the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law.
3. Nothing in this by-law has the effect of conferring the status of a by-law upon any of the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
4. Any member of Council who complied with the provisions of Section 5 of the Municipal Conflict of Interest Act, R.S.O. 1990, Chapter M.50 respecting the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law shall be deemed to have complied with said provisions in respect of this by-law.

**READ A FIRST AND SECOND TIME THIS 5<sup>th</sup> DAY OF MARCH, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**READ A THIRD AND FINAL TIME AND PASSED THIS 5<sup>th</sup> DAY OF  
MARCH, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk