



PRESCOTT TOWN COUNCIL
AGENDA

December 1, 2025

6:00 pm

Council Chambers

360 Dibble St. W.

Prescott, Ontario

Our Mission:

To foster an environment of collaborative leadership to grow a safe, inclusive, and resilient community while preserving the unique character of Prescott.

Land Acknowledgement:

We acknowledge that we are meeting on aboriginal land that has been inhabited by Indigenous peoples.

In particular, we acknowledge the traditional territory of the Huron-Wendat, Anishinaabeg, Haudenosaunee, Anishinabek, and the Oneida and Haudenosaunee Peoples.

Pages

1. Call to Order

2. Approval of Agenda

RECOMMENDATION

That the agenda for the Regular Council meeting of December 1, 2025 be approved as amended:

Move Item 12.3 to immediately follow Item 4.1

3. Declarations of Interest

4. Presentations

4.1 Alphabet Creative

Presented by Marley Kirkpatrick

5. Delegations

6. Minutes of the previous Council meetings

6.1 November 17, 2025

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RECOMMENDATION

That the Council minutes dated November 17, 2025, be accepted as presented.

7. Communications & Petitions

8. Consent Reports

All matters listed under Consent Reports are to be considered routine and will be enacted by one motion. Should a member wish an alternative action from the proposed recommendation, the member shall request that the item be moved to the applicable section of the agenda.

RECOMMENDATION

That all items listed under the Consent Reports section of the agenda be accepted as presented.

8.1 Information Package (under separate cover)

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1 Staff Report 81-2025 - Draft Water and Wastewater Agreement - Town of Prescott - Township of Augusta

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RECOMMENDATION

THAT Council endorse the Draft Water and Wastewater Agreement between the Town of Prescott and Township of Augusta to sell wastewater treatment capacity to Augusta Township as a result of the expansion of the wastewater treatment plant made possible by the successful application of the Housing Enabling Water System Funding

12.2 Staff Report 82-2025 - 2026 Operational and Project Budget Process 29

For information.

RECOMMENDATION

13. Resolutions

Notice of Motion brought forward by Councillor Mary Campbell

Proposed Resolution

14. By-laws

RECOMMENDATION

15. New Business

16. Notices of Motion

17. Mayor's Proclamation
18. Period for Media Questions
19. Closed Session

RECOMMENDATION

THAT Council move into Closed Session at XX:XX p.m. to discuss matters pertaining to:

19.1 Approval of Closed Session Minutes (November 3, 2025)

19.2 Prescott Library Board Applications/Appointments

Under Section 239(2)() under the Municipal Act - personal matters about an identifiable individual - specifically applications to the Prescott Library Board;
AND

That the Director of Administration/Clerk and Deputy Clerk remain in the room.

19.1 Approval of Closed Minutes - November 3, 2025

19.2 Prescott Library Board Applications/Appointments

20. Rise and Report

21. Confirming By-Law – 49-2025

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RECOMMENDATION

That By-Law 49-2025, being a by-law to confirm the proceedings of the Council meeting held on December 1, 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

22. Adjournment

RECOMMENDATION

That the meeting be adjourned. (Time: p.m.)



PRESCOTT TOWN COUNCIL

MINUTES

Monday, November 17, 2025

6:00 p.m.

Council Chambers

360 Dibble St. W.

Prescott, Ontario

Present	Mayor Gauri Shankar, Councillor Leanne Burton, Councillor Mary Campbell, Councillor Justin Kirkby, Councillor Lee McConnell, Councillor Tracey Young, Councillor Ray Young
Staff	Matthew Armstrong, CAO/Treasurer, Shawn Merriman, Manager of Building and Bylaw Services, Matt Locke, Director of Operations, Chelsea Conklin, Deputy Clerk, Chloe Preston, Director of Administration/Clerk
Guests	Elisa Lobo & Sandra Iseman

1. Call to Order

The meeting was called to order at 6:00 p.m.

2. Approval of Agenda

Motion 209-2025

Moved By Burton

Seconded By Ray Young

That the agenda for the Council meeting of November 17, 2025, be approved as presented.

Carried

3. Declarations of Interest

There were no declarations of interest.

4. Presentations

There were no presentations.

5. Delegations

Motion 210-2025

Moved By McConnell

Seconded By Campbell

THAT Council permit Sandra Iseman and Elisa Lobo to delegate as unregistered delegations as permitted under Procedure By-Law - 39-2020 for no more than ten (10) minutes.

Carried

5.1 Sandra Iseman

Sandra Iseman spoke to the reasonings the Prince St Fields shouldn't be declared surplus to the needs of the municipality, and Fairway Park shouldn't be developed.

5.2 Elisa Lobo

Elisa Lobo spoke to her ancestry, the connection to the land of Fairway Park, and to speak on behalf of the children.

6. Minutes of the previous Council meetings

6.1 Special Council - November 3, 2025

Motion 211-2025

Moved By Young

Seconded By Kirkby

That the Special Council minutes dated November 3, 2025, be accepted as presented.

Carried

6.2 Regular Council - November 3, 2025

Motion 212-2025

Moved By Burton

Seconded By Campbell

That the Regular Council minutes dated November 3, 2025, be accepted as presented.

Carried

7. Communications & Petitions

Motion 213-2025

Moved By McConnell

Seconded By Ray Young

THAT Council suspend the Rules of the Procedure as set out in Section 61 of Procedure By-law 39-2020 to suspend the submission deadline as outlined in Section 27(d) of Procedure By-Law 39-2020 to allow Council to receive a petition received on November 17, 2025.

For (7): Shankar, Burton, Kirkby, Young, Ray Young, Campbell, and McConnell

Carried (5)

Motion 214-2025

Moved By McConnell

Seconded By Campbell

THAT Council receive the Petition "Do Not Develop Prince St Park or Fairway Park" and "Pledge Signatures Against the Destruction of Fairview Park" submitted on November 17, 2025, excluding the signatures of minors, into the municipal record.

Carried

8. Consent Reports

Motion 215-2025

Moved By McConnell

Seconded By Young

That all items listed under the Consent Reports section of the agenda be accepted as presented.

Items pulled:

#6 Municipality of South Huron: Collaborative Action on Sustainable Waste Management

Carried

8.1 Information Package (under separate cover)

9. Committee Reports

9.1 Staff Report 80-2025 - Prescott Heritage Committee - Recommendation re 356 East Street Application to Remove Heritage Designation

Motion 216-2025

Moved By Kirkby

Seconded By Ray Young

THAT Council deny the Application to remove the Cultural Heritage Designation at the property known as “The Stockades”, 356 East Street, Prescott.

Carried

Chloe Preston, Director of Administration/Clerk spoke to the report.

10. Mayor

Mayor Shankar spoke to attending a Joint Services Committee meeting, an Emergency Management meeting, and the groundbreaking of the Battery Storage Project in the Township of Edwardsburgh/Cardinal where Premier Doug

Ford was also in attendance. Mayor Shankar spoke to the craft shows at South Grenville District Highschool and the Prescott Golf Course.

11. Outside Boards, Committees and Commissions

Councillor McConnell spoke to attending the Remembrance Day Ceremony at the Cenotaph at Fort Wellington and the internal promotion of Ryan Sobhie to the Team Lead position.

Councillor R. Young spoke to laying the wreath at the Remembrance Day Ceremony on behalf of MPP Steve Clarke for the Province of Ontario.

Councillor T. Young spoke to attending a Heritage Committee meeting on November 6 and will be attending Heritage Training on November 25 with LHC Heritage and Architectural from Kingston. There is a new business opening called Maine 319 on November 24. Riverwalk Wonderland will be held at the Prescott Pop-Ups on December 5 & 6.

Councillor Burton had nothing to report.

Councillor Campbell attended a Fire Administration meeting on November 4, the Fire Department are prepping trucks and floats for the Light Up The Night, Santa Claus Parade on November 21. The Fire Department training committee is meeting to establish training plans for 2026, and Gavin Dennison and Richard Joudoin have reached 7 years of volunteer service. The St. Lawrence Academy visited the Fire Station on November 3.

Councillor Kirkby spoke to attending the Remembrance Day Ceremony, tree removal in Fairway Park, painting at the Sandra Lawn Marina, and the snow plowing from the first snowfall.

12. Staff

12.1 Staff Report 76-2025 - 2026 Council Meeting Schedule

Motion 217-2025

Moved By Burton

Seconded By Ray Young

THAT Council approved the 2026 Council Meeting Dates as follows,

- January 12 & 26
- February 9 & 16
- March 2 & 16
- April 7 & 20
- May 4 & 19
- June 1 & 15
- July 13
- August 10
- September 8 & 21
- October 5 & 19
- November 2, 16, & 23
- December 7 & 21

Carried

Chloe Preston, Director of Administration/Clerk spoke to the report.

12.2 Staff Report 77-2025 - 2026 Town Hall Closure

Motion 218-2025

Moved By Kirkby

Seconded By Campbell

THAT Council approve the closure of Town Hall Office from December 24th until January 2nd, with a return to regular hours and services on Monday, January 5th, 2026.

Carried

Chloe Preston, Director of Administration/Clerk spoke to the report.

Discussion was held regarding staff using vacation days for the extra days off.

12.3 Staff Report 78-2025 - Plow Blade Replacement

Motion 219-2025

Moved By Kirkby

Seconded By Ray Young

THAT Council approve up to \$20,100 to replace a frontline plow blade for a snowplow funded by the Public Works Equipment Reserve.

Carried

Matt Locke, Director of Operations, spoke to the report.

Discussion was held regarding the age of the plow that is being replaced, if the part is in stock, and the life expectancy of the snowplow.

12.4 Staff Report 79-2025 - Consideration of Declaration of Surplus Lands - Prince Field Lands

Motion 220-2025

Moved By Kirkby

Seconded By Burton

THAT Council hereby declares the Prince Street Field Lands described as PLAN 19 BLK 1 LOTS 190 - 197;RP 15R8031 PART 1 surplus to the needs of the municipality; AND

THAT Council direct Staff to issue a Request for Proposal (RFP) for the purpose of residential development.

For (5): Shankar, Burton, Kirkby, Young, and Ray Young

Against (2): Campbell, and McConnell

Carried (5 to 2)

Matthew Armstrong, Chief Administrative Officer/Treasurer spoke to the presentation.

Discussion was held regarding the condition of the land, potentially completing an Environmental Assessment, the Request for Proposal process and the process surrounding the sale of the property.

13. Resolutions

There were no resolutions.

14. By-laws

There were no by-laws.

15. New Business

There was no new business.

16. Notices of Motion

16.1 Indoor Recreation Facility

THAT Council direct staff to investigate the cost of indoor recreation facilities, including but not limited to a dome or warehouse like facility, of similar size and offerings as what is being conducted at the Leo Boivin Community Centre by current user groups and trending users in South Grenville

Councillor Mary Campbell presented the motion.

17. Mayor's Proclamation

There was no mayor's proclamation.

18. Period for Media Questions

There were no questions from the media.

19. Confirming By-Law – 47-2025

Motion 221-2025

Moved By McConnell

Seconded By Young

That By-Law 47-2025, being a by-law to confirm the proceedings of the Council meeting held on November 17, 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

20. Adjournment

Motion 222-2025

Moved By Kirkby

Seconded By Burton

That the meeting be adjourned. (Time: 7:31 p.m.)

Mayor

Clerk



STAFF REPORT TO COUNCIL

Report No. 81-2025

Date: 12/1/2025

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Draft Water and Wastewater Agreement – Town of Prescott – Township of Augusta

Recommendation:

THAT Council endorse the Draft Water and Wastewater Agreement between the Town of Prescott and Township of Augusta to sell wastewater treatment capacity to Augusta Township as a result of the expansion of the wastewater treatment plant made possible by the successful application of the Housing Enabling Water System Funding (HEWSF), subject to a financing agreement for the capital local share component of the HEWSF funding project.

Background:

The Minister of the Environment, pursuant to section 2 of the Municipal Water and Sewage Transfer Act, 1997 S.O. 1997 c.6, issued a Transfer Order effective January 1, 2020, transferring the ownership and responsibility for the Prescott Sewage Works to The Town of Prescott and the Township of Edwardsburgh Cardinal.

The Transfer Order included a proposed framework for the operation of a Joint Board of Management respecting the Prescott Sewage Works. Since the date of the Transfer Order, The Town of Prescott constructed a new sewage treatment plant and the previous sewage treatment plant which formed part of the Prescott Sewage Works is no longer in operation and has been demolished.

The Town of Prescott and Township of Edwardsburgh Cardinal agreed that the Joint Board of Management shall have jurisdiction over the new sewage treatment plant and the parties entered into the present agreement to clarify and formalize the specifics with respect to the composition, responsibilities and administration of the Joint Board of Management, and the Parties' respective entitlement to capacity of the System which was passed in 2014.

Relevant Sections of Joint Board Agreement



Section 1 (j) of the agreement notes that *if further municipalities receive capacity from the System, or in the event of municipal restructuring, membership on the Joint Board will be determined by the Joint Board unless ordered otherwise by the Minister of the Environment.*

Section 3 of the agreement notes that *no Municipality will make changes or permit changes to works connected to the System that will have an adverse effect on the System or result in a larger demand being placed on the System that the System is designed to meet, except as approved in writing by the Joint Board.*

Section 8 of the agreement notes that *ownership of the System will remain with Prescott. Forthwith upon the execution of this Agreement, EC will pass the necessary by-laws to designate the System and the lands on which it is located as a Municipal Capital Facility pursuant to section 110 of the Municipal/Act, 2001 thereby rendering the lands exempt from municipal and education taxes. Upon such designation being made, EC will convey its interest in the lands on which the System is located to Prescott and in return Prescott will cover all costs associated with transfer.*

Sections 48 through 50 of the agreement speak to the *Flow Allocation to Third Parties/Addition of New Municipalities to the System as reproduced below.*

48. The Joint Board will oversee the issuance of flow allocation to another municipality. A party which intends to sell flow capacity to a third party must initially satisfy the Joint Board that the sale of capacity is within the municipality's respective flow allocation. The Joint Board shall determine if it is advisable for flow allocation to be made available to a third party. Any revenues or costs associated with the sale of flow allocation remains with the Municipality in question. However, such Municipality shall be responsible for the corresponding operational costs resulting from the flow allocation to another municipality. Any party who wishes to dispute the determination of the Joint Board, may refer the matter to an Arbitrator in accordance with the dispute resolution provisions set out herein.

49. Admission of a new municipality to the System will require a payment in accordance with Schedule "D" or such other amount authorized by the Joint Board. Any new municipality must first agree to be bound by all the terms and conditions of this Agreement.

50. A party may, for profit, enter into contracts for the disposal of waste from private enterprise or other third parties to allow for the use of a portion of its flow allocation. Any revenues or costs associated with such contracts remains with the Municipality in question, however such party shall be responsible for any corresponding operational costs resulting from such contracts.



Expansion of Wastewater Treatment Plant & Extension of Services into Augusta Township

Through the Housing Enabling Water System Funding (HEWSF) Intake #2 the Town of Prescott, Township of Augusta, and Township of Edwardsburgh Cardinal were approved for the expansion of the Wastewater Treatment Plant by 33% and an extension of water and sewer services into Augusta Township to support housing development.

The capacity of the wastewater treatment plant will grow from 4,728 m³ per day to 6,304 m³ for an increase of 1,576 m³ per day.

The Draft Water and Wastewater Agreement between the Town of Prescott and Township of Augusta would set the parameters for selling up to 1,500 m³ of water and wastewater capacity per day. From a wastewater perspective this would account for a total of 23.79% of the new capacity of the expanded wastewater treatment plant. A one-time capital cost of \$11,690.52 per dwelling (\$9,936.94 per apartment, secondary or condo dwelling unit) would be required to connect to the wastewater system. Of this a portion will be allocated to the wastewater treatment plant with the remainder going to the sanitary pumping stations. The connection fee for non-residential properties will be based on the calculated demand of \$11,690.52 per cubic meter.

With the funding from the HEWSF program, the capital amount related to the expansion of the wastewater treatment plant and the sanitary pumping stations would be recovered with the connection of 479 dwellings in Augusta Township. The revenue for any connections beyond 479 will go into the appropriate wastewater treatment plant or sanitary pumping station reserve.

As the connections will be feeding directly into Prescott's infrastructure, the intention is that the revenue from the bulk sale of water and wastewater services will be paid to Prescott and subsequently split by treatment versus collection thereby attributing the appropriate revenue amount to the wastewater treatment plant.

There is no intention to increase the size of the Wastewater Treatment Plant Board nor add representatives to the Board from Augusta Township.

The Draft Water and Wastewater Agreement between the Town of Prescott and Township of Augusta would set the parameters for selling up to 1,500 m³ of water and wastewater capacity per day. From a water perspective this would account for a total of 18.29% of the current capacity of the waste treatment plant. A one-time capital cost of \$3,931.20 per dwelling (\$3,341.52 per apartment, secondary or condo dwelling unit) would be required to connect to the wastewater system. Of this a portion will be



allocated to the water treatment plant with the remainder going to the water tower reserve. The connection fee for non-residential properties will be based on the calculated demand of \$3,931.20 per cubic meter.

Financing Agreement – Capital Local Share Component HEWSF

During the review of the agreement at the Wastewater Treatment Plant Board meeting held on November 26, 2025, the point was raised that the Township of Augusta will be required to enter into a financing agreement for the capital local share component for the HEWSF funding.

The local share / municipal portion of the project totals \$8,850,157. The intention is that Augusta will finance this amount which will be recovered by the connection fees Augusta will charge to developers for access to the system. This agreement will be developed over in December and January and be brought back to the Wastewater Treatment Plant Board and Council for review and contemplation in February and March.

Alternatives:

Council could decide to modify the recommendation.

Financial Implications:

The following table provides the project financial breakdown for the project.

Component	Water & Sewer Extension - Augusta	Water Treatment Plant and Pumping Stations Expansion	Total
Professional Fees – Design, Inspection, Construction Administration, Material Testing	922,533	2,199,870	3,122,403
Construction	8,725,333	14,374,950	23,100,283
Contingency – 25%	2,411,967	4,143,705	6,555,672
Total	12,059,833	20,715,524	32,778,358
HEWSF Funding 73%	8,803,678	15,124,523	23,928,201
Municipal Portion	3,256,155	5,594,022	8,850,157
Total	12,059,833	20,718,524	32,778,358



As each dwelling is attached to the system the \$15,621.72 connection charge will become payable to the Town of Prescott and subsequently transferred to the appropriate reserve for water and wastewater.

Capital Cost Recovery for Water

<i>Service</i>			<i>Water</i>
Asset Management Value – Water Treatment Plant			\$25,140,600
Asset Management Value - Water Tower			\$7,100,000
Value of Water Infrastructure			\$32,240,600
Augusta Allocation	1,500 m ³ /d	18.29%	\$5,896,806
Total Capacity	8,200 m ³ /d		
Cost per Apartment Dwelling Unit (0.85)			\$3,341.52
Cost per Secondary Dwelling Unit (0.85)			\$3,341.52
Cost per Condominium Unit (0.85)			\$3,341.52
Cost per In-law Suite (0.85)			\$3,341.52
Cost per all other Dwelling Units (1.0)			\$3,931.20
Non-Residential will be calculated on the water usage demand cubic metres per day			\$3,931.20 /cubic metre

Capital Cost Recovery for Sewage

<i>Service</i>			<i>Water</i>
Asset Management Value – Wastewater Treatment Plant			\$45,378,150
Asset Management Value – Sanitary Pumping Stations			\$7,612,550
Wastewater Treatment Plant Expansion Project			\$20,720,000
Total			\$73,710,700
Augusta Allocation	1,500 m ³ /d	23.79%	\$17,535,776
Total Capacity	6,304 m ³ /d		



Cost per Apartment Dwelling Unit (0.85)	\$9,936.94
Cost per Secondary Dwelling Unit (0.85)	\$9,936.94
Cost per Condominium Unit (0.85)	\$9,936.94
Cost per In-law Suite (0.85)	\$9,936.94
Cost per all other Dwelling Units (1.0)	\$11,690.52
Non-Residential will be calculated on the water usage demand cubic metres per day	\$11,690.52 / cubic metre

Attachments:

Draft Water and Wastewater Agreement – Township of Prescott – Township of Augusta

WATER AND WASTEWATER AGREEMENT

This agreement made this *[day]* of *[month, year]*

BETWEEN:

The Corporation of the Town of Prescott
A separated town in the United Counties of Leeds & Grenville

(hereinafter called the “Prescott”)

AND:

The Corporation of the Township of Augusta
A Township in the United Counties of Leeds & Grenville

(hereinafter call the “Augusta”)

(collectively, the “Parties”)

WHEREAS:

- A. Section 8 of the Municipal Act, S.O. 2001 allows every municipal corporation to enter into agreements and
- B. Section 391 of the Municipal Act, S.O. 2021 permits a municipality to pass by-laws imposing fees or charges for services provided.
- C. Prescott’s Council has approved this Agreement by passing Bylaw No. *[Number of Bylaw]* at its meeting held on *[Date]*. A copy of the Bylaw is attached to this Agreement as Schedule *[Name of Schedule]*; and
- D. Augusta’s Council has approved this Agreement by passing Bylaw No. *[Number of Bylaw]* at its meeting held on *[Date]*. A copy of the Bylaw is attached to this Agreement as Schedule *[Name of Schedule]*, and
- E. Prescott has constructed waterworks for the supply and distribution of domestic water and sewerage-works for the provision of domestic water and the collection and treatment of sewer, to properties in and around Prescott which will be extended into the Augusta, and
- F. The said Parties deem it to their mutual interest to enter into this Agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and the sum of \$1.00 in lawful money of Canada now paid by each of the Parties hereto (the receipt and sufficiency whereof being hereby respectively acknowledged by each of the Parties hereto), the Parties hereto agree as follows:

Provision of Municipal Water Services:

1. Prescott shall supply up to a maximum daily flow of 1,500 cubic meters per day of potable water of the same quality and treated in the same manner as that supplied to the residents of Prescott (the "Water") to the western boundary of Prescott, in perpetuity. Prescott shall construct, repair, and maintain in good condition any infrastructure required to supply the Water with a minimum pressure of 50 psi at the connection points on the border of Prescott and Augusta.
2. Augusta shall pay for the capital investment in the Prescott Water system based on installments expressed in Schedule A to this agreement. An installment shall be paid within 30 days of the approval for the connection of the units.
3. Should the average daily flow, as determined by the cumulative water meter readings plus 15% (to account for water losses on the system), exceed 85% of the daily allocation of 1,500 m³/d, Prescott can prohibit additional service connections pending the negotiations for additional allotment of capacity and payment of additional funds from Augusta to Prescott for the increase in Augusta's capacity allotment.
4. Prescott shall supply water to Augusta at the same rate as charged to Prescott's residents and subject to the same rate adjustments as may be required by Prescott from time to time, with no additional surcharges, or other costs, charges, taxes, or fees of any kind, in perpetuity.

Provision of Municipal Wastewater Service

1. Prescott will permit the connection to the wastewater conveyance up to the maximum as outlined in the Provision of Municipal Water Services above. Prescott shall construct, repair, and maintain in good condition any infrastructure required to treat the wastewater in accordance with the Environmental Compliance Approval (ECA). All properties connected to the Augusta Wastewater Collection System agree to comply with Prescott's Sewer-use Bylaw #35-2024.
2. Augusta shall pay for the capital investment in the Prescott Sewage system based on installments expressed in Schedule B to this agreement. An installment shall be paid within 30 days of the approval for the connection of the units.
3. Should the average daily flow, as determined by the water usage exceed 85% of the daily allocation of 1,500 m³/d, Prescott can prohibit additional service connections pending the negotiations for additional allotment of capacity and payment of additional funds from Augusta to Prescott for the increase in Augusta's capacity allotment.
4. Prescott shall collect wastewater from Augusta at the same rate as charged to Prescott's residents and subject to the same rate adjustments as may be required by Prescott from time to time, with no additional surcharges, or other costs, charges, taxes, or fees of any kind, in perpetuity.

1. DEFINITIONS

- 1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

“Allocation” is the treatment and storage capacity contained within the Prescott Sewer System and Water Systems that is being set aside for the properties in Augusta.

“Augusta Sewer System” means the system of sanitary sewer mains and laterals constructed by the Augusta for the purpose of collection and conveying sanitary waste from the Augusta under the Agreement.

“Augusta Systems” means collectively, the Augusta Sewer System and the Augusta Water System.

“Augusta Water System” means the system of water distribution mains and lateral supply pipes constructed by the Augusta for the provision of water services to the Augusta under the Agreement.

“Average Daily Flow (Water)” is the twelve-month average cumulative flow measured by all bulk water meters between Prescott and Augusta.

“Average Daily Flow (Sewage)” is the twelve-month average cumulative flow measured by all bulk water meters between Prescott and Augusta.

“Maximum Daily Flow” is the amount of capacity in the Prescott Water Treatment Plant that is being allocated to service the properties in Augusta.

“Municipal Sewer System” means Prescott’s system of sanitary sewer mains, sewage pumping stations, and sewage treatment facility(s).

“Municipal Water System” means Prescott’s system of water mains and pipes, pumps, and other facilities and equipment used to supply potable water.

“Municipal Services” means the municipal services of Prescott that are described in section 2.1.

“Municipal Specifications” means the engineering and design standards as indicated by Prescott.

“Point of Connection” means the point where the water system for either water or sewer owned by one Party, are connected to the water system for either water or sewer, of the other Party.

“Service Agent” means Rideau St. Lawrence Distribution Inc., or another service provided as named by Prescott who is responsible for reading the water meters and issuing the water and wastewater bills to the properties connected to the Municipal Services.

“Service” means a Municipal Service.

“Term” means a period of time which this Agreement remains in force and effect, as described in Section 2.

2. TERM

- 2.1 Subject to earlier termination under Section 2.2, 9.1, or 9.2 below, this Agreement commences on **[Date of Agreement]** and shall continue for 25 years but that be reviewed and updated every 5 years.
- 2.2 Failure to renew or replace this Agreement or to provide earlier termination thereof, places the Parties in overholding status, and all agreements and obligations herein remain in effect on a month-to-month basis. Renewal is exercisable upon written notice to Prescott and subject to the Augusta's compliance with the Agreement.

3. SERVICES

- 3.1 During the Term, Prescott will provide the following Services to Augusta:

- (a) a supply of water to Augusta through the Augusta Water System;
- (b) the collection, conveyance, treatment and disposal of sanitary waste that is discharged from Augusta through the Augusta Sewer System;

- 3.2 Augusta must construct at its sole cost, and to Prescott's satisfaction, any works required for the purpose of connecting:

- (a) the Augusta Water System to the Prescott Water System;
- (b) the Augusta Sewer System to the Prescott Sewer System;

whether such works are required to be constructed on or outside Augusta's boundaries. Any required extension of or connection to Services on Prescott property or within a Prescott road corridor or right of way will become the property of Prescott upon certification by Prescott of the completion of such works to the standards required under this Agreement.

- 3.3 The quality and quantity of the Services to be provided by Prescott under this Agreement will be substantially the same as the quality and quantity of Services provided by Prescott to the users of such Services on non-Augusta properties within Prescott. Prescott is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within Prescott. Prescott makes no representation or warranty that the level or degree of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Augusta acknowledges and agrees that there may be from time-to-time interruptions or reductions in the level of services, and that Prescott will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

4. ALLOCATION

The following table provides a summary of the allocations, as previously described in this agreement.

Table 1 – Summary of Allocation of Capacity in Prescott’s Water and Sewage Infrastructure

<i>Infrastructure</i>	<i>Operating Condition</i>	<i>Allocation</i>
Water	Augusta Allocation of average daily flow	1,500 m ³ /d
	Total Capacity average daily flow	8,200 m ³ /d
Sewage	Augusta Allocation of average daily flow	1,500 m ³ /d
	Total Capacity average daily flow	6,304 m ³ /d

5. PAYMENT FOR SERVICES

- 5.1 Augusta will pay the same water rate to Prescott, as described in Section 3 (a) of this Agreement, a fee equivalent to the rates established under By-law 52-2006, as amended from time to time.
- 5.2 The fee calculated under section 5.1 will be determined by the sum of the total usage recorded by the bulk water meters to be installed in locations that are approved in advance by Prescott.
- 5.3 Augusta will the same sewer rate too Prescott, as described in Section 3.1 (b) of this Agreement a fee equivalent to the rates established under By-law 52-2022, as amended from time to time.
- 5.4 The fee calculated under section 5.3 will be determined by the sum of the total usage recorded by the bulk water meters to be installed in locations that are approved in advance by Prescott.
- 5.5 If Augusta would like Prescott to undertake the maintenance of the water and sewage systems, a separate agreement shall be prepared to address annual maintenance costs.
- 5.6 Augusta shall, within 30 days of the date upon which the agreement is executed, pass water and sewer rate bylaw which adds any infrastructure charge required by August for the ongoing operation, maintenance and replacement of the water and sewer infrastructure as well as a mechanism which permits Augusta to add any water and sewer rate charges to a property’s tax bill, if the water/sewer bill is in appears for 90 days or more.

6. CONSTRUCTION OF AUGUSTA SYSTEMS

- 6.1 Each Augusta System, including any extension of an Augusta System and any replacement of a Reserve System made necessary by accidental loss, wear and tear, breakdown, malfunction or obsolescence, must be constructed at the sole cost of the

Augusta and must meet the specifications and standards of Prescott as provided in the latest version of Prescott's Municipal Drinking Water License, Drinking Water Works Permit, and Consolidated Linear Infrastructure Environmental Compliance Approval.

- 6.2 Augusta will retain a Professional Engineer to design and to provide engineering services for the construction of an Augusta System, which Engineer shall certify to Prescott that such works have been constructed to Municipal Specifications. The Engineer's certification must be delivered to Town, along with all of the Engineer's inspection records and as-built drawings before any new Reserve System may be connected to the Municipal Water or Sewer Systems, respectively.

7. OWNERSHIP OF AUGUSTA SYSTEMS

- 7.1 Augusta shall at all times retain ownership of the Augusta Systems, and no interest, right or title to the Augusta Systems shall be conveyed to Prescott under this Agreement.
- 7.2 Except with the prior written consent of Augusta, Prescott will not utilize the Augusta Systems or establish any connection thereto, except for the purpose of providing Services under this Agreement.

8. REPAIRS AND MAINTENANCE

- 8.1 During the Term of the Agreement, if Augusta wants Prescott to provide system repairs and maintenance of the Augusta Systems, this arrangement shall be addressed through a separate agreement.
- 8.2 Augusta will promptly notify Prescott of any breakdown in an Augusta System that requires any repair or maintenance work.

9. RIGHTS OF ACCESS

- 9.1 Representatives of Prescott may at any time enter upon Augusta for the purpose of providing any of the Services required in accordance with this Agreement as outlined by Section 3 or the purposes of inspecting the Augusta Systems and ensuring compliance with the terms of the Agreement.
- 9.2 Augusta may apply to have access to Town's roads or Rights of Way for the purpose of constructing any works or services required under this Agreement, in accordance with the procedures established.

10. TERMINATION FOR BREACH OF AGREEMENT

- 10.1 Should either Party be in breach of its covenants or undertakings under this Service Agreement, other than a failure by Augusta to pay for Services, which remains unrectified for a period of 60 days following written notification of such breach, the

Party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

11. LIABILITY

- 11.1 Prescott does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of Prescott, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of Augusta's Systems, or in the manufacture of any materials used therein, and other similar circumstances.

12. COMMUNICATIONS AND CONTRACT PROTOCOL

- 12.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

13. DISPUTE RESOLUTION

- 13.1 In the interest of cooperative and harmonious co-existence, the Parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement. The Parties acknowledge and agree that this Section 13.1 does not limit either Party's respective rights under Section 10.1 above.
- 13.2 In the event that the Parties fail to resolve matters within a period of 60 days, then upon notice by any Party to the other Parties to the dispute, the disputes, claims, questions or differences shall be finally settled by arbitration in accordance with the provisions of the Arbitration Act (Ontario) and any amendments thereto.
- 13.3 The arbitration tribunal shall consist of one arbitrator. The Parties will cooperate with one another with a view to selecting an arbitrator appropriate to the subject matter of the dispute. If the Parties fail to agree upon an arbitrator within a reasonable period of time then either Party may apply to a judge of the Superior Court of the Province of Ontario sitting at Brockville to appoint an arbitrator. The arbitration will take place in the City of Brockville unless otherwise agreed by both Parties.
- 13.4 The arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The arbitrator shall render a decision within 60 days after his or her appointment as arbitrator.

13.5 The final award of the arbitrator shall be final and binding on the Parties with no appeal to any court. The Parties hereby agree to carry out any decision or order of the arbitrator in good faith. The cost of the arbitration shall be determined by the Arbitrator.

14. General

14.1 The rights of either Party under this Agreement shall not be assignable without the prior written consent of the other Party which consent may not be unreasonably withheld.

14.2 This Agreement shall be binding on and ensure to the benefit of the Parties hereto and their respective successors and permit assigns. Nothing herein, expressed or implied, is intended to confer on any person, other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

14.3 This agreement constitutes the entire agreement between the Parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, expressed or implied, with respect to the subject-matter.

14.4 No modification or amendment to this Agreement may be made unless agreed to by the Parties hereto in writing.

14.5 The Parties hereto agree that each shall with reasonable diligence proceed to take all actions, to do all things and provide such reasonable assurances as may be required to consummate the transaction contemplated herein, and the Parties hereto agree to provide such further documents or instructions required by the other as may be necessary to effect the purpose of this Agreement and to carry out its provisions.

14.6 Augusta agrees that the Water Use By-law in force and any other By-laws that may come into effect that are applicable to water supply in Prescott shall have full force and effect in Augusta with respect to the water supplied by Prescott.

15. NOTICE

15.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) to Town:

Town of Prescott
360 Dibble Street West
P.O. Box 160
Prescott, Ontario K0E 1T0
Fax: 613.925.4381

Attn. Chief Administrator Officer

(b) to Township:

Township of Augusta
3560 County Road 26
Prescott, Ontario K0E 1T0
Fax: 613.925.3499

Attn. Chief Administrative Officer

15.2 Any notice mailed shall be deemed to have been received on the fifth (4th) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of Section 17.2, the term “business day” shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the Province of Ontario.

15.3 The Parties may change their address for delivery of any notice or other written communication in accordance with section 15.1.

16. SEVERANCE

16.1 In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.

16.2 Where any provision of the Agreement has been severed in accordance with Section 15.1 and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

17. AMENDMENT

17.1 The Agreement shall not be varied or amended except by written agreement of both Parties.

17.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all Parties hereto and no waiver of any of the provisions of this Agreement

will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

18. GOVERNING LAWS

18.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of Ontario, as applicable.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

On behalf of the [TOWN OF PRESCOTT]

[Position]

[Position]

On behalf of the [TOWNSHIP OF AUGUSTA]

[Position]

[Position]

Schedule A – Capital Cost Recovery for Water

Capital Cost Recovery for Augusta's use of the existing Prescott's Water Infrastructure is provided in the following table.

Table 2 - Capital Cost Recovery for Water

<i>Service</i>			<i>Water</i>
Asset Management Value – Water Treatment Plant			\$25,140,600
Asset Management Value - Water Tower			\$7,100,000
Value of Water Infrastructure			\$32,240,600
Augusta Allocation	1,500 m ³ /d	18.29%	\$5,896,806
Total Capacity	8,200 m ³ /d		
Cost per Apartment Dwelling Unit (0.85)			\$3,341.52
Cost per Secondary Dwelling Unit (0.85)			\$3,341.52
Cost per Condominium Unit (0.85)			\$3,341.52
Cost per In-law Suite (0.85)			\$3,341.52
Cost per all other Dwelling Units (1.0)			\$3,931.20
Non-Residential will be calculated on the water usage demand cubic metres per day			\$3,931.20 /cubic metre

The formula should be reviewed every two years.

Schedule B – Capital Cost Recovery for Sewage

Capital Cost Recovery for Augusta's use of Prescott's Expanded Sewage Infrastructure is provided in the following table.

Table 3 - Capital Cost Recovery for Sewage

<i>Service</i>			<i>Water</i>
Asset Management Value – Wastewater Treatment Plant			\$45,378,150
Asset Management Value – Sanitary Pumping Stations			\$7,612,550
Wastewater Treatment Plant Expansion Project			\$20,720,000
Total			\$73,710,700
Augusta Allocation	1,500 m ³ /d	23.79%	\$17,535,776
Total Capacity	6,304 m ³ /d		
Cost per Apartment Dwelling Unit (0.85)			\$9,936.94
Cost per Secondary Dwelling Unit (0.85)			\$9,936.94
Cost per Condominium Unit (0.85)			\$9,936.94
Cost per In-law Suite (0.85)			\$9,936.94
Cost per all other Dwelling Units (1.0)			\$11,690.52
Non-Residential will be calculated on the water usage demand cubic metres per day			\$11,690.52 / cubic metre

The formula should be reviewed every two years.



STAFF REPORT TO COUNCIL

Report No. 82-2025

Date: 12/1/2025

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: 2026 Operational and Project Budget Process

Recommendation:

For information.

Background:

Several changes were made to the Municipal Act in 2025 in relation to the budget process for municipalities that fall under Strong Mayors legislation that impact the development of the 2026 Operational Budget as outlined below.

Powers and duties re. budget

284.16 (1) In accordance with this section and subject to the regulations, the powers and duties of a municipality with respect to proposing and adopting a budget are assigned to the head of council of the municipality. 2022, c. 18, Sched. 2, s. 1.

Proposed budget

(2) The head of council shall, in accordance with the regulations, prepare a proposed budget for the municipality and provide the proposed budget to the council for the council's consideration. 2022, c. 18, Sched. 2, s. 1.

Council may adopt or amend budget

(3) After receiving the proposed budget, council may, in accordance with the regulations, pass a resolution making an amendment to the proposed budget. 2022, c. 18, Sched. 2, s. 1.

Veto power



(4) The head of council may, in accordance with the regulations, veto a resolution passed under subsection (3). 2022, c. 18, Sched. 2, s. 1.

Override of veto

(5) Council may, in accordance with the regulations, override the head of council's veto under subsection (4) if two-thirds of the members of council vote to override the veto. 2022, c. 18, Sched. 2, s. 1.

Adoption of budget

(6) The budget for the municipality shall be adopted in accordance with the regulations. 2022, c. 18, Sched. 2, s. 1.

Same

(7) For greater certainty, the regulations may provide for the circumstances in which the budget is deemed to be adopted. 2022, c. 18, Sched. 2, s. 1.

To provide additional context, the Province has provided the following guidance on the process of the development of the Operational Budget.

Annual budget process

The head of council is required to propose the budget for the municipality each year by February 1. The head of council must share the proposed budget with each member of council and the municipal clerk, and make it available to the public. If the head of council does not propose the budget by February 1, council must prepare and adopt the budget.

After receiving the proposed budget from the head of council, council can amend the proposed budget by passing a resolution within a 30-day review period. The head of council then has 10 days from the end of the council review period to veto any council amendment. To veto a council amendment, the head of council must provide written documentation of the veto and rationale to each member of council and the municipal clerk on the day of the veto. Within a 15-day period after the head of council's veto period, council may override the head of council's veto of a council amendment if two-thirds of all council members vote to override the veto.

There are mechanisms in place to enable council and the head of council to shorten their respective review, veto and override periods. For example, council could pass a



resolution to shorten their review and override period, and the head of council could provide written documentation to members of council and the municipal clerk to shorten the veto period.

At the end of this process, the resulting budget is adopted by the municipality. As part of the strong mayor budget process, heads of council and municipal councils may wish to consider a multi-year vision focusing on achieving longer term plans.

2026 Operational Budget Process

The following outline will be used to align the 2026 Operational Budget development and review process with the changes to the made to the Municipal Act noted above.

1. December 1, 2025 to January 5, 2026 – Members of Council will submit items they would like explored and contemplated as part of the 2026 Operational Budget to the Mayor and the Chief Administrative Officer / Treasurer via email. Operational Budget items are those that are ongoing in nature and will continue from year to year.
2. January 26, 2026 – Council will receive and review the Draft 2026 Operational Budget – This will start a 30-day review period. During this period Council can propose amendments to the budget by resolution.
3. January 27, 2026 – February 3, 2026 – Members of Council will submit questions and / or amendments regarding the Draft 2026 Operational Budget for review and contemplation at the Council meeting of February 9, 2026.
4. February 9, 2026 – Council will review and contemplate any questions and / or amendments to the Draft 2026 Operational Budget.
5. February 10, 2026 – February 17, 2026 – Members of Council will submit questions and / or amendments regarding the Draft 2026 Operational Budget for review and contemplation at the Council meeting of February 23, 2026.
6. February 23, 2026 – Council will review and contemplate any questions and / or amendments to the Draft 2026 Operational Budget.
7. February 25, 2026 – March 7, 2026 – The Mayor will have a 10-day period from the end of the initial review period, to veto any amendments to the Draft 2026 Operational Budget that were passed by Council resolution in the initial review period.



8. March 8, 2025 – March 23, 2025 – Council will have a 15-day period from the end of the veto period to override any vetos to the Draft 2026 Operational Budget that were passed by the Mayor by a two-thirds of all council members vote to override the veto (5 of 7 members of Council). This could be done at the Council meeting of March 16, 2026, or by calling a special Council meeting on or before March 23, 2025.

2026 Project Budget Development Timelines

As projects are funded outside the Operational Budget and directly from reserves the process to develop the project budget can remain the same.

1. December 3, 2025 – January 5, 2026 – Staff and Council develop and submit project ideas for 2026 to the Chief Administrative Officer & Treasurer – Projects are one time in nature such as the replacement of equipment, rehabilitation, etc.
2. January 12, 2026 – Council will review the initial project list at the regularly scheduled Council meeting. This meeting is expected to elicit comments and questions about the project ideas that have been generated thus far
3. January 13, 2026 – February 9, 2026 - Staff and Council will identify their project top priorities for 2026
4. February 23, 2026 – Council will review and prioritize the projects at the regularly scheduled Council meeting
5. March 2, 2026 – Council will review and contemplate the proposed Project list for 2026

Alternatives:

Changes to the Municipal Act dictate the Operational Budget process for municipalities that fall under the Strong Mayors legislation. The process used to develop the Project Budget can remain the same as previous years.

Financial Implications:

None

Attachments:



None



STAFF REPORT TO COUNCIL

Report No. 83-2025

Date: 12/1/2025

From: Dana Valentyne, Economic Development Officer

RE: Adoption of Final Brand Guidelines & Marketing Strategy

Recommendation:

That Council approve the Town of Prescott Brand Implementation & Marketing Strategy, as prepared by Alphabet Creative.

Background:

In September 2025, Council endorsed the Prescott Branding Strategy Messaging Framework followed by the Visual Identity Concept in October 2025. Staff was then directed to proceed with the development of the Brand Implementation and Marketing Strategy, produced by Alphabet Creative. The Brand Implementation & Marketing recommendations provide a strategic roadmap for governance, rollout, marketing, and evaluation.

The following provides an overview of key project milestones concluding with the final Brand Implementation & Marketing Strategy.

1. Brand Framework

The brand positioning and promise – “Prescott surprises you” / “You’re in for a surprise” – serve as the core of the Town’s new identity, communicating an authentic, welcoming, and unexpectedly vibrant community on the St. Lawrence River.

The framework is supported by seven brand pillars – Supports, Service, Success, Shore, Sport, Spirit, and Scene – and guided by five values: Hospitable & Inviting; Accessible & Connected; Collaborative & Resourceful; Ambitious & Grounded; Authentic & Passionate

These principles unite municipal departments and partners under a single voice across economic development & tourism, community services, operations, and corporate communications.

PRESCOTT

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THE FORT TOWN

2. Visual Identity & Brand Guidelines

The Brand Guidelines establish a complete visual system for Prescott's public-facing communications, including the Town's new logo with the lighthouse emblem and standardized applications for corporate and departmental use.

Key elements include:

- Colour Palette: Primary Deep River with Ivory Beige for the main colour palette; complemented by distinct departmental colours to support sub-brands.
- Typography: Noto Sans family as primary font; Arial as substitute.
- Photography & Style: Human-centred imagery highlighting waterfront, community life, and heritage.
- Example Applications: Templates for signage, stationery, digital assets, vehicles, street banners, trade show materials and merchandise.

This system replaces legacy logos and visual marks while retaining the Town crest for ceremonial and legislative use.

3. Implementation & Governance

Alphabet's Implementation Plan establishes a phased approach (2025–2028+) and introduces a Brand Stewardship Committee to oversee adoption and quality control, ensuring cross-departmental consistency and collaboration.

- Short-term (0–6 months): Internal launch, public reveal, signage audit, digital template rollout.
- Medium-term (6–24 months): Website refresh, photography and video library development, facility signage updates, community toolkits.
- Long-term (3+ years): Evaluation, annual brand report to Council, and refinements to the Brand Guide based on real-world use.



Prescott
supports

Prescott
service

Prescott
success

Prescott
shore

Prescott
sport

Prescott
spirit

Prescott
scene





4. Marketing & Digital Strategy

The strategy recommends aligning all communications to the core positioning (“Prescott surprises you”) and brand pillars, using coordinated content planning, shared visual standards, and a common tone of voice across websites, social media, visitor materials, and investment tools.

Priority actions include development of a coordinated content strategy and editorial calendar built around waterfront life, small-town business success, community spirit, and year-round events, and the integration of the brand promise and tagline into campaigns, digital assets, and promotional materials where appropriate. A focus on authentic social media engagement with target audiences is essential to achieving the goals outlined in the marketing strategy. These interactions are core drivers of organic reach, brand visibility, and community connection - especially for smaller municipalities working with limited budgets such as Prescott.

The strategy also emphasizes regional collaboration and targeted outreach, including participation in tourism and investment campaigns with partners such as RTO 9 and Destination Ontario, attendance at priority trade shows, and the creation of themed tourism “packages” and investment toolkits that present Prescott as an accessible, surprisingly vibrant place to visit, live, and do business.

The strategy will be supported by annual marketing campaigns, with performance dashboards and regular analytics reporting tracking engagement and conversion across digital channels and campaigns, providing the basis for continuous improvement and evidence-based adjustments over time.

5. Evaluation & Funding

Success metrics will focus on brand engagement, resident and business attraction, and visitor growth. External funding from RTO 9, FedDev Ontario, Destination Ontario, and other partners will be pursued to support rollout activities such as signage, photography, and marketing initiatives

Alternatives:

Council may choose to modify the strategy further, with the understanding that further changes may result in additional costs not encompassed in the original scope of the project and budget.

Financial Implications:



The branding project was funded through the projects budget. Implementation costs (e.g. signage, website updates, marketing materials) will be phased into the 2026–2028 project budgets and supported by grant and partnership funding where possible.

Attachments:

1. Town of Prescott Brand Implementation & Marketing Recommendations



Town of Prescott:

**Brand Implementation &
Marketing Recommendations**

November 2025

Prepared for the Town of Prescott

Prepared by Alphabet®

Alphabet® Creative
20 James Street, Suite 300
Ottawa, ON K2P 0T6

alphabetcreative.com



1. Introduction

The Town of Prescott has embarked on an exciting new chapter with the launch of its refreshed brand – one that reflects the town’s identity as a welcoming, connected, and forward-thinking community on the shores of the St. Lawrence River. The brand redevelopment process, led by Alphabet®, engaged local stakeholders across sectors to uncover what makes Prescott unique and what it aspires to become.

The result is a unified brand system: one that is visual and strategic, and that brings together the Town’s departments, partners, and community under a single voice and story: **Prescott surprises you.**

This Brand Implementation & Marketing Recommendations document provides a roadmap for how to bring that brand to life. It outlines the actions, timelines, and responsibilities that will ensure consistent adoption across all areas of the organization and within the community. The plan also identifies opportunities to leverage the brand in marketing, communications, and partnerships to grow awareness of Prescott as a place to live, visit, and do business.

Purpose of this Document

The purpose of this plan is to:

- // Guide the Town of Prescott through the phased implementation of its new brand identity and messaging.
- // Ensure alignment and consistency across all departments, partners, and communications.
- // Provide a practical reference tool for staff, while serving as a strategic document to support funding, Council presentations, and partnership engagement.
- // Recommend marketing and communications activities that amplify the brand across tourism, community services, and economic development.
- // Establish a framework for evaluation and continuous improvement to measure the brand’s impact over time.

This document is intended to function as both a working guide and a strategic reference. Each section builds on the next, from understanding the brand’s foundation and governance structure to a detailed action plan for rollout, marketing, and evaluation. Together, these steps will help ensure Prescott’s new brand is not only launched successfully, but also maintained, celebrated, and sustained long term.

The following section provides an overview of Prescott’s brand framework: the positioning, promise, pillars, and values that will serve as the foundation for all implementation and marketing activities.

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2. Brand Overview & Guiding Framework

This section is intended to provide a summary overview of Prescott's brand strategy and its foundational elements. For the full articulation of brand positioning, audience insights, and messaging framework, readers should refer to the complete Town of Prescott Brand Strategy & Messaging Document (June 2025).

Prescott's new brand captures the essence of a community that continues to evolve. Proud of its past, confident in its future, and full of moments that surprise and delight. It's a reflection of Prescott's people, its waterfront setting, its entrepreneurial energy, and its welcoming nature.

Brand Positioning

Positioning Statement: **Prescott surprises you.**

Prescott is a small town on the big St. Lawrence River. It's easy to do business here, easy to live and play here. It's historic but not stuck in the past. The discoveries, the lifestyle, the potential – it's unexpected.

This positioning defines how Prescott shows up in the world – as approachable, forward-looking, and full of energy. It sets the tone for how the Town communicates with residents, visitors, investors, and partners across every channel.

Brand Promise

"You're in for a surprise."

The brand promise functions as both a statement of confidence and an invitation. It speaks to Prescott's ability to exceed expectations, whether through small-town service, new business opportunities, or the natural beauty of its waterfront.

As the Town's "tagline", this phrase can be used in marketing, tourism, and community-facing communications as a motivating call to action.

- // It reinforces the emotional heart of the brand.
- // It can flex across audiences ("Prescott will surprise you." / "Surprise yourself in Prescott.").
- // It connects directly to every experience the Town offers – from doing business to spending a weekend by the river.



Brand Pillars

Prescott's brand pillars represent the core themes that hold up its identity – the consistent ideas that appear in storytelling, marketing, and experience design. They ensure every action, message, and creative decision ties back to the same shared foundation.

Pillar	Essence	Supporting Thought
Prescott Supports	A place where it's easy to do business and get things done.	"It's surprising how connected you are here."
Prescott Service	Friendly, approachable, and always willing to help.	"It's surprising how welcome you feel here."
Prescott Success	A growing community of entrepreneurs, makers, and innovators.	"It's surprising how much opportunity there is here."
Prescott Shore	Life on the waterfront – active, scenic, and central to the town's identity.	"It's surprising how close the river is here."
Prescott Sport	Recreation and wellness are part of daily life.	"It's surprising how sporty it is here."
Prescott Spirit	Pride, heritage, and creative energy define the community.	"It's surprising how passionate people are here."
Prescott Scene	Small town, big experiences – arts, food, culture, and connection.	"It's surprising how much there is to see and do here."

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Brand Values

These values guide how Prescott acts, speaks, and engages with its audiences, ensuring the tone and behaviour of the brand are consistent across all touchpoints.

- // Hospitable & Inviting
- // Accessible & Connected
- // Collaborative & Resourceful
- // Ambitious & Grounded
- // Authentic & Passionate

Key Audiences

The brand is designed to resonate across Prescott's main audience groups. While messaging and tone may flex by segment, the overarching story (Prescott surprises you) remains consistent.

Visitors

- // Day-trippers & weekend travellers seeking small-town charm and waterfront experiences.
- // U.S. visitors drawn by affordability, proximity, and hospitality.

Residents

- // Young families and urban escapees seeking affordability, community, and connection.
- // Active retirees and empty nesters valuing walkability, tranquility, and access to amenities.

Businesses & Investors

- // Entrepreneurs and small business owners attracted to Prescott's supportiveness, affordability, and ease of doing business.

Brand KPIs

The success of the brand will be measured across four key dimensions:

- // **Brand Engagement:** Departments, partners, and residents adopting and using the brand.
- // **Resident Attraction:** Increased population growth and community participation.
- // **Business Attraction:** New investment and storefront occupancy.
- // **Visitor Attraction:** Increased tourism visitation and online engagement.

The following section outlines the implementation framework – how Prescott's new brand will be managed, governed, and phased in over time to ensure successful rollout and long-term consistency.



3. Implementation Framework

The success of Prescott's new brand will depend on a clear and coordinated approach to implementation. Beyond design and messaging, the true value of the brand lies in how it is used consistently, confidently, and collaboratively across every department, partner organization, and community touchpoint.

This framework outlines the structure, roles, and timelines that will guide Prescott through a phased implementation process, ensuring the brand is rolled out effectively and sustained over time.

Governance and Ownership

Implementing a place brand is a shared responsibility. Every department, partner, and ambassador has a role to play in maintaining the integrity of the brand and ensuring its consistent application.

To manage this process effectively, it is recommended that the Town establish a **Brand Stewardship Committee** – a small, cross-departmental working group responsible for overseeing brand use, approvals, and ongoing alignment.

Purpose of the Brand Stewardship Committee:

- // Act as the internal brand guardian and decision-making group for approvals, usage, and new applications.
- // Ensure all departments (Administration, Community Services, Economic Development, Tourism, Operations) are consistently applying the brand.
- // Provide training, guidance, and quality control to staff and partners using brand assets.
- // Review brand performance annually and recommend adjustments or updates as needed.
- // Serve as the primary point of contact for Alphabet® or other creative partners for future brand extensions or updates.

Suggested Composition:

- // Economic Development & Tourism Officer (Brand Liason)
- // Representatives from:
 - o Community Services & Recreation
 - o Administration
 - o Operations
 - o BIA / RiverWalk District (as external liaison represented by BIA Coordinator)
 - o Designate from Council (optional, for oversight and advocacy)

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Meeting Cadence:

- // Quarterly meetings during first year of rollout
- // Semi-annual check-ins thereafter
- // Annual brand review and report to Council

Roles and Responsibilities

Role	Primary Responsibilities
Economic Development & Tourism Officer (Brand Liason)	Oversees implementation of the brand strategy, manages committee operations, and acts as liaison between departments and Alphabet@/creative partners. Ensures consistency in tone and presentation. Leads destination marketing efforts, manages social channels and visitor materials, integrates brand promise and tagline into campaigns.
Community Services / Recreation	Applies brand within community programming, events, and facility signage; ensures brand consistency in public-facing materials.
Administration	Oversees internal communications, templates, and formal correspondence.
BIA / RiverWalk District	Applies brand within business and downtown initiatives; promotes unified messaging for businesses and events.
Alphabet® (Support/Agency Partner)	Provides design support, templates, and advisory guidance as needed for future projects or updates.

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Phased Implementation Approach

To ensure the rollout is manageable and achievable with available resources, the implementation will be staged over three phases: short-, medium-, and long-term.

Each phase builds on the previous one, beginning with foundational internal work, followed by external rollout, and finally continuous improvement and long-term stewardship.

Phase	Focus	Timeline	Examples of Activities
Short-Term (0–6 months)	Foundational rollout and internal adoption.	2025–2026	<ul style="list-style-type: none">- Launch new brand internally (staff, Council, partners)- Public brand reveal and communications rollout- Update corporate materials and signage templates- Begin social media audit and account consolidation- Develop tourism packaging framework- Implement consistent email signatures, business cards, and digital templates
Medium-Term (6 months–2 years)	Expansion and integration across all touchpoints.	2026–2027	<ul style="list-style-type: none">- Refresh website and develop brand-aligned content strategy- Refresh photography and video assets- Launch new visitor guide and community profile- Begin facility and park signage replacement- Develop local maker/merch program
Long-Term (3+ years)	Optimization, partnerships, and continuous improvement.	2028 onward	<ul style="list-style-type: none">- Evaluate brand performance and awareness- Launch new multi-sector marketing campaigns- Expand trade show presence and packaging initiatives- Update brand guide with new real-world examples



Budgeting and Funding Alignment

While implementation will be staged to align with staff capacity and annual work planning, identifying funding opportunities early will be critical to maintaining momentum.

Potential Funding Sources:

- // **RTO 9:** Partnership funding for regional marketing and photography/video asset development.
- // **FedDev Ontario:** For signage, marketing, and tourism product development projects.
- // **EDC or County-level programs:** For economic development marketing or investment attraction initiatives.
- // **Ontario Trillium Foundation or Heritage Canada:** For cultural or community celebration projects aligned with the brand.
- // **Private partnerships:** Collaboration with local businesses, developers, or BIA to co-fund signage, events, or merchandise.

Budget Considerations:

- // Begin by prioritizing high-impact, low-cost actions (digital updates, templates, training).
- // Use early successes (e.g., launch event, new signage) as proof points when applying for additional funding.
- // Incorporate brand-related costs into annual department budgets to support sustainability.

Evaluation and Continuous Improvement

Consistent monitoring and reporting will help track the brand's effectiveness, inform adjustments, and demonstrate return on investment.

Recommended Evaluation Process:

- // **Annual Brand Report:** Prepared by the Brand Stewardship Committee, summarizing adoption, awareness, and results across KPIs (visitor data, business growth, community engagement).
- // **Performance Dashboards:** Track digital analytics (web traffic, social engagement), event attendance, and partner participation.
- // **Feedback Loops:** Solicit feedback from staff, businesses, and residents annually to assess brand resonance and identify gaps.
- // **Council Reporting:** Present findings as part of an annual work plan and budgeting process.



Guiding Principles for Implementation

As Prescott rolls out its new brand, the following principles should guide every step of the process:

- // **Consistency:** Every application, large or small, should look, sound, and feel like Prescott.
- // **Collaboration:** Implementation succeeds when departments and partners work together.
- // **Clarity:** Communications and visuals should be simple, welcoming, and easy to use.
- // **Community:** The brand belongs to everyone; engage local partners and residents as champions.
- // **Continuity:** Treat the brand as a long-term investment that evolves over time.

The following section outlines the Implementation Action Plan – a detailed, itemized roadmap that defines the specific actions, roles, timelines, and performance indicators required to bring the Prescott brand to life across departments, marketing channels, and community touchpoints.



4. Implementation Action Plan

This section outlines all recommended actions to guide the Town of Prescott through the implementation and ongoing management of its new brand. It serves as a practical roadmap for staff, partners, and Council, defining what needs to happen, who is responsible, and when each action should take place. The plan translates the broader strategy into clear, measurable steps that will bring the brand to life across every touchpoint.

Each subsection focuses on a specific area of implementation, with actions organized into short-, medium-, and long-term priorities aligned with the phasing framework in Section 3. Tables summarize the details for each initiative, including:

- // **Action:** the activity or deliverable required to advance implementation.
- // **Role / Lead:** the department or team responsible for execution.
- // **Timing:** recommended timeframe (0–6 months / 6 months–2 years / 3+ years).
- // **Key Performance Indicators (KPIs):** metrics used to track progress and measure success.

Together, these actions provide a coordinated approach to ensure the brand is adopted consistently, integrated across all Town functions, and actively promoted to strengthen Prescott's reputation as a place to live, visit, and do business.



Brand Management & Governance

Strong brand management begins internally. Ensuring consistency across departments, communications, and projects will be critical to maintaining the credibility and longevity of Prescott's new brand.

This section outlines how the Town will operationalize internal governance, empower staff to use the brand confidently, and establish clear accountability for brand stewardship.

A Brand Stewardship Committee will lead this work, supported by the Economic Development & Tourism Officer as the Brand Liaison and representatives from key departments. The focus will be on coordination, training, quality control, and evaluation.

Action Plan: Brand Management & Governance

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Establish Brand Stewardship Committee – formalize membership, meeting schedule, and terms of reference.	Economic Development & Tourism Officer; Admin / Community Services / Tourism / BIA reps	Short-Term	<ul style="list-style-type: none">• Committee established• Regular meeting schedule• Minutes/action items documented
Conduct internal brand rollout session for staff and Council – introduce visual identity, messaging, and guidelines.	Brand Stewardship Committee + Alphabet® (support)	Short-Term	<ul style="list-style-type: none">• # of staff trained• Post-session feedback rating (≥ 80% positive)
Create centralized digital brand asset library (logos, templates, photography, etc.) accessible to staff and partners.	Brand Stewardship Committee	Short-Term	<ul style="list-style-type: none">• Library launched• Reduction in outdated materials
Develop internal brand approval process for new collateral and external communications.	Brand Stewardship Committee	Short-Term → Medium-Term	<ul style="list-style-type: none">• Process documented and shared• Average approval turnaround ≤ 3 days

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Provide ongoing brand training & onboarding materials for new staff and external partners.	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none">• # of onboarding sessions per year
Integrate brand compliance into procurement and project workflows (e.g., signage, print, web).	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none">• Brand compliance in RFP templates• % of new projects reviewed for brand use
Develop annual brand review process to evaluate adoption, challenges, and opportunities for refinement.	Brand Stewardship Committee	Long-Term	<ul style="list-style-type: none">• Annual Brand Report delivered to Council• # of updates implemented
Update Brand Guidelines periodically to include new examples and lessons from implementation.	Brand Stewardship Committee + Alphabet® (support)	Long-Term	<ul style="list-style-type: none">• Updated brand guide every 3–4 years• Inclusion of real-world case studies



Brand Launch & Rollout

A successful brand launch sets the tone for adoption and long-term engagement. The goal is to introduce the new Prescott brand in a way that builds understanding, excitement, and pride – internally with staff and Council, and externally with residents, visitors, and partners.

The launch phase should balance visibility and practicality: celebrating the new identity while focusing on manageable, high-impact actions that create immediate recognition and momentum. This includes a clear internal rollout (training and communication), a coordinated public reveal (digital and in-person), and a phased approach to applying the brand across signage, collateral, and online platforms.

The actions below outline how the Town can bring the brand to life through a structured launch campaign and visible early wins that reinforce its promise – “You’re in for a surprise.”

Action Plan: Brand Launch & Rollout

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Develop internal communications plan announcing the new brand to staff and Council before public launch.	Brand Stewardship Committee / Economic Development & Tourism Officer	Short-Term	• Internal launch message distributed to 100% of staff and Council
Host internal brand orientation and training session – explain brand story, pillars, tagline, and applications.	Brand Stewardship Committee + Alphabet® (support)	Short-Term	• # of staff trained • Post-session confidence in using brand
Plan and execute public brand launch event – e.g., community unveiling, waterfront celebration, or open house tied to a local event.	Brand Stewardship Committee	Short-Term	• Event attendance • Social/media impressions
Coordinate digital brand reveal across Prescott websites, social channels, and e-newsletter – ensure coordinated timing and messaging.	Brand Stewardship Committee	Short-Term	• All Town and partner accounts updated • Social reach and engagement metrics benchmarked

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Develop public-facing launch campaign using tagline “You’re in for a surprise.” to showcase new identity – short video, photography, or storytelling series highlighting people and places.	Economic Development & Tourism Officer / Alphabet® (support)	Short-Term → Medium-Term	<ul style="list-style-type: none"> • Campaign reach and engagement • Website traffic increase post-launch
Prioritize brand application updates – replace most visible and frequently used materials first (signage, business cards, letterhead, email signatures).	Brand Stewardship Committee	Short-Term → Medium-Term	<ul style="list-style-type: none"> • % of materials updated by end of Phase 1 • Consistent logo use across all departments
Introduce brand to community partners and organizations (e.g., BIA, local businesses, tourism operators) with a digital toolkit outlining logo use, colours, and messaging.	Brand Stewardship Committee / Economic Development & Tourism Officer	Medium-Term	<ul style="list-style-type: none"> • # of toolkit downloads or requests • Partner satisfaction / participation rates
Launch community-facing communications campaign that reinforces civic pride and engagement – e.g., “Show Your Prescott Spirit” or “Surprised by Prescott” featuring residents and businesses.	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none"> • # of community stories shared • # of campaign participants • Media impressions
Evaluate launch success and community sentiment through post-launch survey and digital metrics review.	Brand Stewardship Committee	Medium-Term → Long-Term	<ul style="list-style-type: none"> • Brand awareness benchmark established • Positive sentiment among respondents

Notes for Implementation:

- // Begin internally to build understanding and advocacy before revealing the brand publicly.
- // Consider pairing the public launch with an existing event or milestone to maximize attendance and minimize additional costs (i.e. Porchfest or Canada Day)
- // Reinforce the tagline (“You’re in for a surprise.”) consistently across materials and channels during this phase – using it as both a campaign message and emotional connector.

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Brand Applications & Creative Collateral

Once the brand has been introduced to staff and the community, the next priority is to ensure it is consistently and visibly applied across all physical and digital touchpoints. Every piece of signage, print material, and online asset is an opportunity to reinforce Prescott's identity and build recognition over time.

This phase focuses on updating high-visibility materials first – ensuring a strong, unified presence – while providing staff and partners with the tools they need to apply the brand confidently.

Over time, the emphasis should shift from updating existing assets to creating new applications that express Prescott's brand personality through design, storytelling, and experiences.

Action Plan: Brand Applications & Creative Collateral

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Audit existing collateral and signage across departments to identify what requires updating or redesign. Create a brand application tracker spreadsheet/list.	Brand Stewardship Committee	Short-Term	<ul style="list-style-type: none">• Audit completed and prioritized list developed• # of outdated assets identified
Prioritize high-impact updates (letterhead, business cards, email signatures, PowerPoint templates, digital ads).	Brand Stewardship Committee	Short-Term	<ul style="list-style-type: none">• % of materials updated• Consistency across departments achieved
Develop and distribute standardized digital templates for internal use – letterhead, reports, presentations, social media posts, and e-newsletters.	Brand Stewardship Committee / Alphabet® (support)	Short-Term → Medium-Term	<ul style="list-style-type: none">• # of templates distributed• Staff satisfaction with usability
Design and implement updated signage templates – beginning with parks, facilities, and key entry points (e.g., RiverWalk, Centennial Park, 401 signage).	Brand Stewardship Committee / Alphabet® (support)	Medium-Term	<ul style="list-style-type: none">• # of signs replaced• Visible brand consistency across major sites

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Develop branded wayfinding system guidelines for future projects (arena, trails, waterfront, downtown).	Brand Stewardship Committee / Alphabet® (support)	Medium-Term	<ul style="list-style-type: none">• Design standards completed• Future signage aligns with guidelines
Create branded promotional merchandise (t-shirts, hats, stickers, tote bags) using local makers or artists to reinforce community pride.	Economic Development & Tourism Officer / BIA	Medium-Term	<ul style="list-style-type: none">• # of merchandise items produced or sold• # of local maker partnerships
Design and produce event collateral (banners, pop-up tents, roll-up displays) for festivals, trade shows, and conferences.	Economic Development & Tourism Officer	Medium-Term	<ul style="list-style-type: none">• # of branded materials created• Increased visibility at local and regional events
Update facility and vehicle branding – applying new logos and design language to Town fleet, service vehicles, and facility entrances.	Brand Stewardship Committee	Medium-Term → Long-Term	<ul style="list-style-type: none">• % of fleet updated• Consistent public-facing brand application
Develop photography and video asset library reflecting Prescott's new brand personality and updated visual style (people-focused, waterfront-centered).	Economic Development & Tourism Officer / Alphabet® (support)	Medium-Term	<ul style="list-style-type: none">• # of assets created annually• Usage of new imagery in Town communications
Review and refresh all print and digital collateral every 3–4 years to maintain relevance and quality.	Brand Stewardship Committee	Long-Term	<ul style="list-style-type: none">• Routine review process established• Updated materials completed on cycle

Notes for Implementation:

- // Prioritize updates that deliver the greatest public visibility early (e.g., signage, vehicle decals, community banners).
- // Provide easy-to-use templates and tools to support staff and reduce design dependency.
- // Ensure all signage and materials integrate the tagline “You’re in for a surprise.” thoughtfully and selectively – using it as an emotional connector, not a technical label.
- // Leverage local talent (designers, photographers, artisans) to ensure the brand feels authentically Prescott.

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Marketing & Communications

The new Prescott brand creates an opportunity to unify all communications under a single, clear voice – one that's confident, welcoming, and true to the community's character.

Marketing and communications efforts should reinforce the brand story consistently across digital platforms, print materials, and public-facing channels, ensuring that every message reflects the essence of "Prescott surprises you."

This section focuses on the ongoing management of Prescott's digital presence, content strategy, and public communications – all designed to strengthen awareness, build community pride, and attract visitors, residents, and investors alike.

Action Plan: Marketing & Communications

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Conduct a full social media audit – review all Town, BIA, and tourism accounts to identify overlaps, inactive pages, and opportunities for consolidation.	Brand Stewardship Committee	Short-Term	• Audit completed and recommendations approved/implemented
Develop unified social media strategy aligned with brand pillars – establish consistent visual templates, tone of voice, and posting schedule across all platforms.	Brand Stewardship Committee	Short-Term → Medium-Term	• Follower growth + engagement rates • Consistent branding across all channels
Refresh website presence – short-term: update visuals, key messaging, and navigation to align with brand; long-term: plan for full redevelopment. Consider search performance and AI content structure.	Brand Stewardship Committee	Medium-Term	• Updated visuals and brand messaging implemented • Improved time on site and user satisfaction



Develop a content strategy and editorial calendar – organize content around brand pillars and seasonal storytelling themes (e.g., waterfront life, small-town business, community spirit).	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none">• Calendar in use across departments• # of new stories or posts published per month
Leverage owned media channels – integrate the new brand into newsletters, blogs, visitor guides, and video content.	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none">• Consistent brand use across all owned assets• Growth in subscriber base or readership
Launch ongoing paid and earned media efforts – focus on regional awareness campaigns (Ottawa, Kingston, Brockville) promoting Prescott as a “surprisingly close” destination.	Brand Stewardship Committee	Medium-Term → Long-Term	<ul style="list-style-type: none">• Campaign reach and conversion• Increased visitation or engagement metrics
Collaborate with partners (BIA, RTO9, Destination Ontario) on shared storytelling and cross-promotional content opportunities.	Brand Stewardship Committee	Medium-Term → Long-Term	<ul style="list-style-type: none">• # of co-branded campaigns• Partner participation levels
Establish quarterly analytics reports for digital performance (social, web, newsletter), using results to inform ongoing content planning.	Brand Stewardship Committee	Long-Term	<ul style="list-style-type: none">• Reports delivered quarterly• Demonstrated year-over-year growth in engagement
Integrate the brand promise and tagline consistently across communications (see below for detailed guidance).	All departments / Brand Stewardship Committee	Ongoing	<ul style="list-style-type: none">• Consistent use in marketing materials• Increased recall and recognition of tagline



Tagline Usage & Integration

The tagline – **“You’re in for a surprise.”** – brings Prescott’s brand promise to life. It is an emotional connector that embodies the town’s character: approachable, proud, and unexpectedly vibrant.

It should be used selectively and strategically as a call to action – inspiring audiences rather than describing the Town.

Purpose

- // Reinforce Prescott’s identity as a place full of discovery and unexpected delight.
- // Create a consistent emotional thread across tourism, investment, and community communications.
- // Build recognition and recall for the brand’s promise through repetition in key marketing touchpoints.

Recommended Applications

Channel / Context	How to Apply the Tagline
Advertising & Campaigns	Use as the closing line or headline in ads: “You’re in for a surprise.” or “Prescott will surprise you.”
Digital Platforms	Feature in website headers, video outros, social media bios, and promotional posts.
Community Events & Tourism Materials	Include on event banners, visitor guides, and signage as an inspiring invitation.
Public Relations & Storytelling	Use as a thematic anchor when sharing community success stories or press releases.
Merchandise & Promotional Items	Incorporate in designs for apparel, stickers, tote bags, or local maker products.

Avoid Use In

- // Formal or administrative contexts (e.g., corporate letterhead, Council reports, RFPs, or legal documents).
- // Situations where tone must remain neutral or procedural.

Tone & Style

The tagline should always appear in a friendly, confident tone – never ironic or overstated. Pair it with authentic visuals and people-focused photography to convey warmth and sincerity.

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Tourism & Economic Development Marketing

Prescott's new brand positions the town as more than a destination – it's a community of opportunity, discovery, and connection. Marketing efforts should highlight the shared benefits of living, visiting, and investing in Prescott through an integrated, cross-sector approach.

This section identifies actions that strengthen tourism and economic development marketing, build partnerships, and activate the brand across sectors – ensuring that the same “surprising” story is told consistently to visitors, residents, and business audiences alike.

Action Plan: Tourism & Economic Development Marketing

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Develop a tourism packaging framework – create bundled visitor experiences with local partners (e.g., hotels, restaurants, attractions, events). Could be themed as “surprise packages”.	Tourism / Economic Development / BIA	Short-Term (0–6 months)	<ul style="list-style-type: none">• # of partners engaged• # of packages launched• Package conversion rate
Launch pilot packages promoting waterfront, food, and cultural experiences as a combined experience (e.g., “Stay & Stroll,” “River & Dine,” or “Weekend on the Shore”).	Tourism / Local Businesses	Short-Term → Medium-Term	<ul style="list-style-type: none">• # of bookings or redemptions
Identify and prioritize trade shows and industry events aligned with Prescott's market strengths – boating, cycling, diving, sport tourism, group travel, and investment attraction. Look at opportunities to partner with other destinations or regional authorities to cost-share.	Economic Development / Tourism	Short-Term	<ul style="list-style-type: none">• Annual trade show calendar developed• # of shows attended• Qualified leads generated
Develop trade show materials and booth collateral (banners, pop-ups, brochures, giveaways) reflecting new brand identity and tagline.	Economic Development / Tourism / Alphabet® (support)	Short-Term → Medium-Term	<ul style="list-style-type: none">• Branded booth produced• Event engagement metrics

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Collaborate with RTO9, Destination Ontario, and regional DMOs to integrate Prescott content into joint campaigns, itineraries, and earned media opportunities.	Tourism / Economic Development	Medium-Term	<ul style="list-style-type: none">• # of collaborative projects• Earned media impressions• Increase in regional referrals
Develop annual seasonal campaign themes around key experiences (i.e. theatre or outdoors in summer, live music in winter) to drive year-round visitation and local engagement.	Tourism / Communications	Medium-Term	<ul style="list-style-type: none">• Increase in off-season visitation• Campaign reach metrics
Create an investment marketing toolkit – digital brochure or microsite highlighting Prescott's affordability, location, and business support.	Economic Development / Communications	Medium-Term	<ul style="list-style-type: none">• Toolkit completed and shared• # of inquiries or downloads• # of investor leads generated
Leverage local storytelling and community champions – feature residents, entrepreneurs, and artists in social and video content ("People Who Surprise You").	Tourism / Economic Development / BIA	Medium-Term → Long-Term	<ul style="list-style-type: none">• # of stories produced• Engagement rate on stories/posts• Media shares and earned coverage
Participate in cooperative advertising programs with regional and provincial partners to extend reach (e.g., RTO9 campaigns, Destination Ontario programs).	Tourism / Economic Development	Long-Term	<ul style="list-style-type: none">• Annual co-op funding secured• # of shared campaigns executed
Develop metrics dashboard for tourism and investment marketing performance (web analytics, inquiries, visitation, conversion).	Economic Development / Tourism / Communications	Long-Term	<ul style="list-style-type: none">• Dashboard established• Quarterly performance reporting• Year-over-year growth metrics



Geographic Targeting

To maximize reach and alignment with Prescott's strongest audience markets, marketing efforts should prioritize the following geographic regions:

- // Ottawa and the National Capital Region
- // Kingston and Frontenac County
- // Brockville, Augusta, Edwardsburgh/Cardinal
- // Cornwall and SDG Counties
- // Northern New York State (Ogdensburg, Watertown, Thousand Islands region)

These regions offer the greatest potential for visitor growth, resident attraction, and business development, and should inform decisions about media spend and campaign targeting.

Advertising Channels

The following channels represent prioritized recommendations based on Prescott's audiences, scale, and objectives. These are initial recommendations only. A dedicated marketing/media plan should later be developed to refine channel selection by audience and campaign goal.

Primary Channels – Digital:

- // Digital Display + Social (Meta Ads across Facebook & Instagram)
- // Google Search + Google Display Network
- // YouTube Pre-Roll Advertising

Prescott should prioritize this streamlined mix of digital platforms that offer strong regional targeting and cost-efficient reach. These platforms provide the greatest flexibility and impact for Prescott's tourism, community, and investment marketing efforts.

Secondary Channels:

- // Radio (local and cross-border during peak seasons or event campaigns)
- // Print Advertising (regional tourism publications, visitor guides, community newspapers)
- // Outdoor Advertising (seasonal waterfront boards, regional highway placements)



Evaluation & Continuous Improvement

Ongoing evaluation is essential to maintaining a strong, credible, and effective brand. The Town of Prescott's brand should be treated as a living system – one that evolves alongside the community and adapts to new opportunities, partnerships, and trends.

By establishing clear metrics, tracking progress annually, and celebrating results publicly, Prescott can demonstrate the brand's value and continue building pride and momentum across departments and the community.

This section outlines a framework for monitoring performance, reporting results, and ensuring continuous improvement.

Action Plan: Evaluation & Continuous Improvement

Action	Role / Lead	Timing	Key Performance Indicators (KPIs)
Establish baseline metrics for awareness and engagement – e.g., digital analytics, resident and visitor surveys, business engagement.	Brand Stewardship Committee / Economic Development / Tourism	Short-Term → Medium-Term	<ul style="list-style-type: none">• Baseline established• Metrics integrated into annual reporting
Develop brand performance dashboard – track metrics related to awareness, engagement, and adoption.	Brand Stewardship Committee / Communications	Medium-Term	<ul style="list-style-type: none">• Dashboard created• Data updated quarterly
Implement quarterly reporting on digital analytics (social media, web traffic, newsletter engagement).	Communications / Tourism	Medium-Term	<ul style="list-style-type: none">• Reports produced quarterly• Year-over-year growth trends monitored
Conduct annual brand adoption review – assess use of visual identity and messaging across departments, partners, and materials.	Brand Stewardship Committee	Medium-Term	<ul style="list-style-type: none">• % of materials fully compliant• Annual review summary presented to Council
Survey key audiences annually (residents, visitors, businesses) to measure brand sentiment/perception.	Economic Development / Tourism / Community Services	Medium-Term → Long-Term	<ul style="list-style-type: none">• # of respondents per survey• Positive perception trend



Report annually to Council and partners on brand performance, highlights, and return on investment.	Brand Stewardship Committee / Economic Development & Tourism Officer	Long-Term	• Annual report delivered • Continued support and funding secured
Adjust marketing tactics and messaging based on evaluation findings and new opportunities.	Brand Stewardship Committee / Communications	Long-Term / Ongoing	• Revisions implemented • Improved engagement or awareness post-adjustment
Refresh brand assets and collateral every 5-7 years to maintain relevance, quality, and alignment with evolving community priorities.	Brand Stewardship Committee / Alphabet® (support)	Long-Term	• Updated assets produced on schedule • Consistent positive feedback from stakeholders

Measurement Categories

To maintain consistency across evaluations, Prescott should measure brand success within the following four categories (aligned with KPIs in Section 2):

1. **Brand Engagement** – internal adoption, partner participation, and public visibility of the brand.
2. **Resident Attraction** – population growth, housing development, and community satisfaction.
3. **Business Attraction** – new business openings, reduced vacancies, and investment inquiries.
4. **Visitor Attraction** – visitation numbers, event attendance, and engagement with tourism marketing.

Notes for Implementation

- // Keep evaluation simple and consistent – focus on a small set of meaningful indicators that can be tracked easily each year.
- // Share successes widely: use the annual report and digital channels to communicate wins and milestones.
- // Treat evaluation as an opportunity for celebration as much as accountability – it reinforces pride and trust in the brand.



5. Phasing & Timeline Overview

The following table provides a consolidated summary of all recommended actions outlined throughout this plan. It organizes initiatives by phase to support project planning, budgeting, and workload management across departments.

Each action aligns with Prescott's strategic priorities and brand pillars, ensuring that implementation is manageable, coordinated, and measurable over time.

Phase	Focus	Key Actions & Milestones	Lead / Supporting Roles
Short-Term (0–6 months)	Brand Launch & Foundations	<ul style="list-style-type: none">• Establish Brand Stewardship Committee and meeting structure• Conduct internal brand rollout for staff and Council• Launch new brand publicly (event + digital reveal)• Update core materials (email signatures, letterhead, business cards)• Complete collateral and signage audit• Conduct full social media audit and consolidation plan• Develop tourism packaging framework and pilot bundles• Create brand performance dashboard and establish baselines	<ul style="list-style-type: none">• Economic Development (Lead)• Brand Stewardship Committee• Communications• Community Services• Alphabet® (support)



Medium-Term (6 months–2 years)	Expansion & Integration	<ul style="list-style-type: none">• Refresh website visuals and content to align with brand• Develop brand-aligned photography and video library• Roll out facility and park signage updates• Implement new digital and print templates for reports, ads, and social content• Launch seasonal campaigns (“Surprising Summer,” etc.)• Create investment marketing toolkit and tourism campaign content• Introduce community toolkit for partners and local businesses• Conduct quarterly analytics and annual brand adoption review• Attend priority trade shows and tourism events• Collaborate on co-marketing initiatives with RTO9 and Destination Ontario	<ul style="list-style-type: none">• Economic Development / Tourism• Communications / Admin• Community Services• BIA• Alphabet® (support)
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Long-Term (3+ years)	Optimization & Continuous Improvement	<ul style="list-style-type: none">• Evaluate brand performance and awareness annually• Report brand results to Council and partners• Refresh and update Brand Guidelines with real-world applications• Expand cross-sector marketing partnerships and trade show presence• Refresh print and digital collateral every 3–5 years• Update signage and vehicle branding on replacement cycles• Continue brand training for new staff and partners• Refine content strategy and campaigns based on analytics• Maintain ongoing reporting and performance dashboard	<ul style="list-style-type: none">• Brand Stewardship Committee• Economic Development / Tourism• Communications• Community Services• Alphabet® (support)
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Appendix A: Social/Digital Channel Recommendations

The Town of Prescott currently maintains a large and decentralized social media ecosystem across multiple departments, initiatives, and partner organizations. While this demonstrates active community engagement, it also presents challenges related to brand consistency, resource management, and audience clarity.

This audit provides an overview of all current accounts, identifies areas of duplication or inactivity, and recommends a streamlined structure aligned with the new Prescott brand.

Current Channel Inventory

Account / Platform	Department / Focus	Status	Observations
Town of Prescott (Corporate) • Facebook: @TownOfPrescott • Instagram: @townofprescott • X (Twitter): @townofprescott • YouTube: Town of Prescott • LinkedIn: Town of Prescott	Corporate / Municipal	Active	Core platform for administrative updates, Council information, and community notices. Tone currently formal but consistent. Visual branding outdated. Should serve as the primary Town channel.
Invest Prescott (Economic Development) • Facebook: @InvestPrescottON • Instagram: @investprescotton	Economic Development / Investment Attraction	Moderately Active	Clean, business-focused content but limited posting frequency. Potential for integration with corporate and tourism messaging.
Explore Prescott (Tourism) • Facebook: @ExplorePrescottON • Instagram: @exploreprescotton • TikTok: @exploreprescotton	Tourism / Visitor Marketing	Active	Strongest engagement of all Prescott brands. Visual content effective but inconsistent in tone and use of logo. Strong foundation for tourism marketing.
Prescott Pop-Ups • Facebook: @PrescottPopUps • Instagram: @prescottpopups • TikTok: @prescottpopups	Seasonal / Tourism Experience	Highly Active (Seasonal)	Good engagement and strong visual storytelling, but lacks brand linkage. Could be repositioned to fall under Explore Prescott.
Prescott Farmers' & Crafters' Market • Facebook: @PrescottONMarket • Instagram: @prescottonmarket	Community / Economic Development	Active (Seasonal)	High community engagement and positive tone. Could be repositioned to fall under Explore Prescott.

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Downtown Prescott RiverWalk District (BIA) • Facebook: @RiverWalkDistrictON • X (Twitter): @PrescottOntBIA (inactive)	BIA / Downtown Business	Active on Facebook; Inactive on X	Facebook channel performs well with business and event updates; X account should be closed. Future collaboration with Explore Prescott recommended for business storytelling and event promotion.
Join In Prescott / Community Services • Facebook: @prescottrec • Facebook: @WalkerHousePrescott • Facebook: @TownofPrescottPublicLibrary	Recreation / Heritage / Library	Active	Multiple niche accounts under Community Services. Recommend consolidation under one umbrella: “Join In Prescott” to simplify community-facing communication.
Prescott Fire Department • Facebook: @PrescottFD	Emergency / Community Safety	Active	Independent tone and purpose; should remain separate and maintain current brand identity.
E-News / Newsletter	Economic Development & Tourism	Active	Current e-newsletter features valuable updates but inconsistent branding and visual layout. Should be redeveloped under new brand identity.

Key Findings

- 1. Too many channels dilute engagement.**
Prescott currently operates more than a dozen accounts across eight portfolios – an ambitious structure for a small municipal team. Several share overlapping audiences and could be combined to simplify management.
- 2. Visual inconsistency weakens recognition.**
Branding across accounts varies widely in colour, typography, and logo usage. This limits the ability of audiences to connect separate accounts to the same Town identity.
- 3. Content tone varies by department.**
Some channels (e.g., Explore Prescott) convey warmth and approachability, while others remain formal or procedural. The new brand voice should help unify tone without losing authenticity.
- 4. Opportunities exist for cross-promotion.**
Many audiences overlap (e.g., local residents who also follow tourism or community pages). Coordinated posting and tagging could extend reach with minimal effort.
- 5. The Town’s audiences respond strongly to local people, places, and experiences.**
Posts showcasing community pride, events, or local businesses consistently generate higher engagement – a natural fit with the new brand’s “surprise” narrative.



Recommendations

1. Consolidate and Streamline Channels

Category	Current Channels	Recommended Structure
Corporate (Town of Prescott)	Town Facebook, Instagram, X, YouTube, LinkedIn	Retain all; maintain as core municipal channels for official news and updates. Ensure brand consistency and link to Explore Prescott where relevant.
Tourism (Explore Prescott, Pop-Ups, Market, BIA)	Facebook, Instagram, TikTok	Retain all; designate Explore Prescott as the primary tourism and lifestyle brand, cross-promotion on channels when appropriate.
Economic Development (Invest Prescott)	Facebook, Instagram	Update branding to align visually with place brand identity. Ensure coordination with Tourism channels for business stories and success features.
Community Services (Join In Prescott)	Prescott Rec, Walker House, Public Library (3 accounts)	Consolidate into one “Join In Prescott” Facebook page; use sections or hashtags for subtopics. This will simplify updates and align community-facing voice.

2. Implement Unified Visual Identity

- // Apply new Prescott brand profile image and cover photo templates to all active pages (colours, typography, logo lockups).
- // Include the Town logo and/or “Prescott surprises you.” tagline across channels.
- // Use a consistent photo style: bright, people-focused, waterfront or downtown-oriented imagery.

3. Coordinate Posting Strategy

- // Create a central monthly content calendar managed by Economic Development & Tourism
- // Align posts with brand pillars (Supports, Shore, Scene, Spirit, etc.).
- // Share content across pages where it makes sense to do so (e.g., one event promoted via both Explore Prescott and Join In Prescott).
- // Use shared hashtags for discoverability, i.e.:
 - o #PrescottSurprisesYou
 - o #ExplorePrescottON
 - o #InvestPrescottON
 - o #PrescottSpirit



4. Newsletter Structure & Frequency

Current State:

Prescott currently manages separate communication channels across departments:

- // Economic Development & Tourism: subscription-based newsletter
- // Administration: bi-weekly Council summaries posted to social platforms (not emailed)
- // Community Services: printed/posted program updates (not emailed)

Recommended Future Structure:

As resourcing allows, we recommend the Town of Prescott to work towards the below cadence/structure for newsletters. This approach respects existing workflows while improving consistency, clarity, and reach across Prescott's audiences, and supports the development of audience/lead lists specific to each sector.

1. Town of Prescott Newsletter (Corporate / Community)

- // **Purpose:** Keep residents informed about municipal news, Council updates, community events, and public services.
- // **Audience:** Local residents and community stakeholders.
- // **Content themes:** Council and budget highlights, community projects, recreation programs, facility updates, and civic engagement opportunities.
- // **Branding:** Use the Prescott visual identity with a warm, conversational tone that reflects the Prescott Spirit and Service pillars.
- // **Cadence:** Bi-weekly

2. Invest Prescott Newsletter (Economic Development & Business)

- // **Purpose:** Support business retention and investment attraction by sharing development news, funding opportunities, and success stories.
- // **Audience:** Local businesses, developers, entrepreneurs, and regional partners.
- // **Content themes:** New business spotlights, available properties, incentive programs, and partnership opportunities.
- // **Branding:** Align with the Prescott brand, using a clean, professional design.
- // **Cadence:** Monthly (minimum; recommend more frequently as resourcing allows).



3. Explore Prescott Newsletter (Tourism)

- // **Purpose:** Engage visitors and potential travellers with inspiration, trip ideas, and seasonal experiences.
- // **Audience:** Regional day-trippers, new/returning visitors, and tourism partners.
- // **Content themes:** Events, packages, attractions, dining, and waterfront experiences.
- // **Branding:** Use the new Prescott identity and photography style.
- // **Cadence:** Seasonal (Spring/Summer/Fall/Winter), update frequency to monthly as resourcing allows.

Implementation Notes

- // All newsletters should use the same email marketing platform (e.g., Constant Contact or Mailchimp) to centralize analytics and maintain consistent templates.
- // Shared design elements – headers, colour palette, and typography – will strengthen recognition.
- // All Prescott communications should share a unified brand voice – welcoming, clear, and people-centered – while still adapting tone and content style to match each audience. (e.g., Town Updates: informative and civic-focused; Invest Prescott: professional and opportunistic; Explore Prescott: inspirational and visitor-focused)
- // Over time, cross-promotion between newsletters can increase reach (e.g., tourism news item featured in Town newsletter with a “read more” link).



Appendix B: Funding & Partnership Opportunities

Successful implementation of Prescott's new brand will depend on sustained investment – not only financial, but also collaborative. While many short-term actions can be completed using existing staff and budgets, several medium- and long-term initiatives (such as signage replacement, photography, campaign development, and trade show participation) will benefit from external funding and partnerships.

This appendix identifies funding programs, partnership opportunities, and collaboration pathways that can help offset costs, extend reach, and strengthen the long-term impact of the Prescott brand. Programs are grouped into four categories: Tourism & Marketing, Economic Development, Community & Cultural Projects, and Creative Partnerships.

Funding programs change annually. Staff should monitor intake cycles and guidelines as part of yearly work planning.

Tourism & Marketing Programs

Program / Partner	Description & Eligible Uses	Typical Funding Range	Recommended Next Step
Regional Tourism Organization 9 (RTO9) Partnership Fund	Supports collaborative marketing and product-development projects across South Eastern Ontario. Will require partnership with local businesses/tourism organizations as DMOs and Municipalities are not eligible.	Up to \$25,000 (50% cost-share)	Develop proposal with community partners when funding reopens in February 2026.
Destination Ontario Co-operative Marketing Program	Matches funding for Ontario-wide or regional advertising campaigns promoting tourism assets.	Variable – 50% matching funds	Review 2026 campaign opportunities. Look at regional approach to cost-share.



Economic Development & Investment Programs

Program / Partner	Description & Eligible Uses	Typical Funding Range	Recommended Next Step
Ontario Rural Ontario Development Program	Supports projects that attract investment, diversify economies, and enhance business environments.	Up to \$150,000 (50% match)	Submit application during next intake period in January 2026. Consider funding for marketing toolkit, business-attraction storytelling campaign, infrastructure enhancements such as signage.
Eastern Ontario Development Fund	Encourages business growth and expansion in Eastern Ontario; potential support for infrastructure or joint branding projects.	Variable – \$100,000 investment required	Submit application during intake period in spring or fall of 2026. Consider business attraction strategy/marketing.
Small Business Enterprise Centre (Brockville)	Provides local business training, mentorship, and micro-grants for entrepreneurs.	Up to \$5,000	Feature program in Invest Prescott communications to showcase support ecosystem to small businesses.



Community & Cultural Projects

Program / Partner	Description & Eligible Uses	Typical Funding Range	Recommended Next Step
Ontario Trillium Foundation (OTF)	Supports community-building, cultural, and recreational initiatives that enhance quality of life. Eligible for public-realm or cultural event branding.	Up to \$150,000	Apply to enhance community festivals or assets celebrating Prescott's cultural assets.
Canadian Heritage – Celebrate Canada Fund	Funding for community events (Canada Day, heritage festivals) that align with national celebrations.	Up to \$10,000	Apply for festival/event activation during 2026 intake period (for 2027 events)
Ontario Cultural Attractions Fund (OCAF)	Supports marketing for major cultural events or festivals that attract new audiences.	\$10,000 – \$150,000 (loan/grant mix)	Partner with Shakespeare Festival to co-market under the new brand.
TD Friends of the Environment Foundation	Funding for community beautification, green spaces, and sustainable tourism projects.	\$2 000 – \$15 000	Apply for branded waterfront greening or interpretive signage project.

Creative & Collaborative Partnerships

Partner / Opportunity	Potential Collaboration	Benefit to Prescott Brand
St. Lawrence Shakespeare Festival	Co-branded marketing and visual identity alignment.	Extends cultural reach and reinforces Prescott's brand pillars.
Local Artists & Makers	Prescott-branded merchandise collaborations.	Builds community pride; revenue generation through retail and events.
Regional DMOs & Municipalities	Joint itineraries and campaigns with nearby municipalities/destinations, i.e. Brockville, Augusta, and Edwardsburgh/Cardinal.	Economies of scale; stronger regional identity along St. Lawrence River.

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Post-Secondary Institutions (e.g., St. Lawrence College)	Student design, marketing, or digital content internships supporting brand roll-out.	Cost-effective creative production; local youth engagement.
Private Sector Sponsors	Partner with developers, hotels, and tourism operators on co-funded marketing or events.	Expands visibility; leverages private investment to amplify campaigns.

Implementation Recommendations

- 1. Designate a Funding Lead:**
Assign one member of the Brand Stewardship Committee (e.g., Economic Development & Tourism Officer) to monitor upcoming intakes and coordinate multi-department applications.
- 2. Develop an Annual Funding Calendar:**
Map grant deadlines, reporting dates, and project cycles to align with the short-, medium-, and long-term phases in this plan.
- 3. Leverage Partnerships for Credibility:**
Funders prioritize collaboration – applications submitted jointly with regional or industry partners are more likely to succeed.
- 4. Demonstrate Measurable Impact:**
All applications should clearly reference brand and overall municipal KPIs to demonstrate return on investment and community benefit.
- 5. Integrate Evaluation and Reporting:**
Include brand performance metrics and community engagement outcomes in grant reporting to build a strong case for future funding.

The Corporation of The Town of Prescott

BY-LAW NUMBER 48-2025

A BY-LAW OF THE CORPORATION OF THE TOWN OF PRESCOTT TO AUTHORIZE LONG-TERM BORROWING PURSUANT TO THE ISSUE OF DEBENTURES TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC") IN THE PRINCIPAL AMOUNT OF \$800,000.00 TOWARDS THE COST OF THE CAPITAL WORK(S)

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "**Act**") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS subsection 408 (3) of the Act provides that the term of a debt of a municipality or any debenture or other financial instrument for long-term borrowing issued for it shall not extend beyond the lifetime of the capital work for which the debt was incurred and shall not exceed 40 years;

AND WHEREAS clause 408 (4)(a) of the Act provides that a debenture by-law shall provide for raising in each year as part of the general local municipality levy the amounts of principal and interest payable in each year under the by-law to the extent that the amounts have not been provided for by other taxes or by fees or charges imposed on persons or property by a by-law of any municipality, clause 408 (4)(b) provides that a debenture by-law shall provide for repayment of the principal in annual instalments and payment of the interest on the unpaid balance in one or more instalments in each year and clause 408 (4)(c) provides that a debenture by-law may provide for instalments of combined principal and interest;

AND WHEREAS the Council of The Corporation of The Town of Prescott (the "**Municipality**") has passed the By-law(s) enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law ("**Schedule "A"**") authorizing the capital work(s) described in column (2) of Schedule "A" (the "**Capital Work(s)**"), and authorizing the entering into a financing agreement or rate offer letter agreement with OILC, as applicable, for the provision of temporary borrowing from OILC, pending the issue of debentures, during the period of construction of the Capital Work(s), if applicable, and authorizing long-term borrowing from OILC through the issue of debentures for the Capital Work(s) in a principal amount which does not exceed the respective maximum debenture amount set out in column (3) of Schedule "A" (the "**Maximum Debenture Amount**");

AND WHEREAS before authorizing the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to request long-term borrowing for the Capital Work(s) through the issue of debentures to OILC and, if applicable, to request temporary borrowing from OILC pending the issue of such debentures (the “**Application**”) and the Application has been approved;

AND WHEREAS the Municipality wishes to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) (if any), it is now deemed to be expedient to borrow money by issuing debentures in the principal amount of \$800,000.00, an amount that does not exceed the respective Maximum Debenture Amount in respect of the Capital Work(s), dated December 15, 2025 and maturing on December 15, 2035, payable in instalments of combined principal and interest on the specified dates and in the amounts as set out in Schedule “C” attached hereto and forming part of this By-law (“**Schedule “C”**”), on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Town of Prescott ENACTS AS FOLLOWS:

1. The submission of the Application and the execution of the financing agreement or the rate offer letter agreement with OILC, as applicable, in relation to the Capital Work(s) by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$800,000.00, an amount that does not exceed the respective Maximum Debenture Amount in respect of the Capital Work(s), and the issue of debentures therefor to be repaid in instalments of combined principal and interest as set out in Schedule “C”, are hereby authorized.
2. The Head of Council and the Treasurer of the Municipality are hereby authorized to cause any number of debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$800,000.00, an amount that does not exceed the respective Maximum Debenture Amount in respect of the Capital Work(s) (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of the Head of Council and the Treasurer of the Municipality, all in

accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.

3. The Debentures shall be initially issued as a single certificate in fully registered form in the principal amount of \$800,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law ("**OILC Debenture**") with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated December 15, 2025, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of interest as set out in Schedule "C" and shall be paid in full by December 15, 2035. Interest shall be payable in arrears as part of the instalments of combined principal and interest payable on the specified dates and in the amounts set out in Schedule "C".
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amount both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amount payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is

necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which payments of principal and interest in respect of the Capital Work(s) become due, there shall be raised as part of the Municipality's general municipal levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures, including the OILC Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Head of Council and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Head of Council and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of

which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if it is in writing and a copy of such notice is mailed or otherwise delivered, including delivery by electronic means, to the registered address of such registered holder.
18. The Head of Council and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, or its investment policy, as applicable, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 1st day of December, 2025

By-law read a third time and finally passed this 1st day of December, 2025

Gauri Shankar
Mayor

Chloe Preston
Clerk

The Corporation of The Town of Prescott

Schedule “A” to By-law Number 48-2025

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Capital Work Description	Maximum Debenture Amount	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
42-2024	Fire Rescue Pumper	\$800,000.00	\$0.00	\$800,000.00	10 years

The Corporation of The Town of Prescott

Schedule “B” to By-law Number 48-2025

No. 48-2025

\$800,000.00

C A N A D A

Province of Ontario

The Corporation of The Town of Prescott

FULLY REGISTERED 3.62% DEBENTURE

The Corporation of The Town of Prescott (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2035), the principal amount of

EIGHT HUNDRED THOUSAND DOLLARS

----- (\$800,000.00)-----

payable on the specified dates and in the amounts set forth in the attached Amortization Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money as part of the instalments of combined principal and interest from the closing date (December 15, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.62% per annum, in arrears, on the specified dates and in the amounts as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule, or the Conditions, as applicable, both before and after default and judgment. Provided there is no default, the amounts of the payments of combined instalments of principal and interest and the specified dates on which they are payable in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at the office of the Municipality as of the 15th day of December, 2025

IN TESTIMONY WHEREOF and under the authority of By-law Number 48-2025 of the Municipality duly passed on the 1st day of December, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2025

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

(Seal) _____

Gauri Shankar, Mayor

Matthew Armstrong, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of debentures in the principal amount of \$800,000.00 dated December 15, 2025 and maturing on December 15, 2035 payable in instalments of combined principal and interest on the specified dates and in the amounts as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2025

Cunningham, Swan, Carty, Little & Bonham [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments on the Debentures on the payment dates as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a)

paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, OILC may, at its option, require early repayment of the Debenture, and in such event the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if it is in writing and a copy of such notice is mailed or otherwise delivered, including delivery by electronic means, to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with

the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming the compounding showing in the Amortization Schedule, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE TOWN OF PRESCOTT

Schedule “C” to By-law Number 48-2025

[OILC Amortization Schedule to be Inserted]

LOAN AMORTIZATION SCHEDULE

Loan.....: 3143
 Name.....: Prescott, The Corporation of The Town of
 Principal: 800,000.00
 Rate.....: 03.6200
 Term.....: 120
 Am Period: 0
 Compound.: Month
 Paid.....: Month
 Plan.....: Fixed Principal
 Accel....: no
 Method...: Equivalent
 Prin/Int.: 9,080.00
 Total Int: 146,006.59
 Remaining: 0.00
 Matures...: 12/15/2035

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
<hr/>					
1	01/15/2026	9,080.00	6,666.67	2,413.33	793,333.33
2	02/15/2026	9,059.89	6,666.67	2,393.22	786,666.66
3	03/15/2026	9,039.78	6,666.67	2,373.11	779,999.99
4	04/15/2026	9,019.67	6,666.67	2,353.00	773,333.32
5	05/15/2026	8,999.56	6,666.67	2,332.89	766,666.65
6	06/15/2026	8,979.45	6,666.67	2,312.78	759,999.98
7	07/15/2026	8,959.34	6,666.67	2,292.67	753,333.31
8	08/15/2026	8,939.23	6,666.67	2,272.56	746,666.64
9	09/15/2026	8,919.11	6,666.67	2,252.44	739,999.97
10	10/15/2026	8,899.00	6,666.67	2,232.33	733,333.30
11	11/15/2026	8,878.89	6,666.67	2,212.22	726,666.63
12	12/15/2026	8,858.78	6,666.67	2,192.11	719,999.96
13	01/15/2027	8,838.67	6,666.67	2,172.00	713,333.29
14	02/15/2027	8,818.56	6,666.67	2,151.89	706,666.62
15	03/15/2027	8,798.45	6,666.67	2,131.78	699,999.95
16	04/15/2027	8,778.34	6,666.67	2,111.67	693,333.28
17	05/15/2027	8,758.23	6,666.67	2,091.56	686,666.61
18	06/15/2027	8,738.11	6,666.67	2,071.44	679,999.94

19 07/15/2027	8,718.00	6,666.67	2,051.33	673,333.27
20 08/15/2027	8,697.89	6,666.67	2,031.22	666,666.60
21 09/15/2027	8,677.78	6,666.67	2,011.11	659,999.93
22 10/15/2027	8,657.67	6,666.67	1,991.00	653,333.26
23 11/15/2027	8,637.56	6,666.67	1,970.89	646,666.59
24 12/15/2027	8,617.45	6,666.67	1,950.78	639,999.92
25 01/15/2028	8,597.34	6,666.67	1,930.67	633,333.25
26 02/15/2028	8,577.23	6,666.67	1,910.56	626,666.58
27 03/15/2028	8,557.11	6,666.67	1,890.44	619,999.91
28 04/15/2028	8,537.00	6,666.67	1,870.33	613,333.24
29 05/15/2028	8,516.89	6,666.67	1,850.22	606,666.57
30 06/15/2028	8,496.78	6,666.67	1,830.11	599,999.90
31 07/15/2028	8,476.67	6,666.67	1,810.00	593,333.23
32 08/15/2028	8,456.56	6,666.67	1,789.89	586,666.56
33 09/15/2028	8,436.45	6,666.67	1,769.78	579,999.89
34 10/15/2028	8,416.34	6,666.67	1,749.67	573,333.22
35 11/15/2028	8,396.23	6,666.67	1,729.56	566,666.55
36 12/15/2028	8,376.11	6,666.67	1,709.44	559,999.88
37 01/15/2029	8,356.00	6,666.67	1,689.33	553,333.21
38 02/15/2029	8,335.89	6,666.67	1,669.22	546,666.54
39 03/15/2029	8,315.78	6,666.67	1,649.11	539,999.87
40 04/15/2029	8,295.67	6,666.67	1,629.00	533,333.20
41 05/15/2029	8,275.56	6,666.67	1,608.89	526,666.53
42 06/15/2029	8,255.45	6,666.67	1,588.78	519,999.86
43 07/15/2029	8,235.34	6,666.67	1,568.67	513,333.19
44 08/15/2029	8,215.23	6,666.67	1,548.56	506,666.52
45 09/15/2029	8,195.11	6,666.67	1,528.44	499,999.85
46 10/15/2029	8,175.00	6,666.67	1,508.33	493,333.18
47 11/15/2029	8,154.89	6,666.67	1,488.22	486,666.51
48 12/15/2029	8,134.78	6,666.67	1,468.11	479,999.84
49 01/15/2030	8,114.67	6,666.67	1,448.00	473,333.17
50 02/15/2030	8,094.56	6,666.67	1,427.89	466,666.50
51 03/15/2030	8,074.45	6,666.67	1,407.78	459,999.83
52 04/15/2030	8,054.34	6,666.67	1,387.67	453,333.16
53 05/15/2030	8,034.23	6,666.67	1,367.56	446,666.49
54 06/15/2030	8,014.11	6,666.67	1,347.44	439,999.82
55 07/15/2030	7,994.00	6,666.67	1,327.33	433,333.15
56 08/15/2030	7,973.89	6,666.67	1,307.22	426,666.48

57 09/15/2030	7,953.78	6,666.67	1,287.11	419,999.81
58 10/15/2030	7,933.67	6,666.67	1,267.00	413,333.14
59 11/15/2030	7,913.56	6,666.67	1,246.89	406,666.47
60 12/15/2030	7,893.45	6,666.67	1,226.78	399,999.80
61 01/15/2031	7,873.34	6,666.67	1,206.67	393,333.13
62 02/15/2031	7,853.22	6,666.67	1,186.55	386,666.46
63 03/15/2031	7,833.11	6,666.67	1,166.44	379,999.79
64 04/15/2031	7,813.00	6,666.67	1,146.33	373,333.12
65 05/15/2031	7,792.89	6,666.67	1,126.22	366,666.45
66 06/15/2031	7,772.78	6,666.67	1,106.11	359,999.78
67 07/15/2031	7,752.67	6,666.67	1,086.00	353,333.11
68 08/15/2031	7,732.56	6,666.67	1,065.89	346,666.44
69 09/15/2031	7,712.45	6,666.67	1,045.78	339,999.77
70 10/15/2031	7,692.34	6,666.67	1,025.67	333,333.10
71 11/15/2031	7,672.22	6,666.67	1,005.55	326,666.43
72 12/15/2031	7,652.11	6,666.67	985.44	319,999.76
73 01/15/2032	7,632.00	6,666.67	965.33	313,333.09
74 02/15/2032	7,611.89	6,666.67	945.22	306,666.42
75 03/15/2032	7,591.78	6,666.67	925.11	299,999.75
76 04/15/2032	7,571.67	6,666.67	905.00	293,333.08
77 05/15/2032	7,551.56	6,666.67	884.89	286,666.41
78 06/15/2032	7,531.45	6,666.67	864.78	279,999.74
79 07/15/2032	7,511.34	6,666.67	844.67	273,333.07
80 08/15/2032	7,491.22	6,666.67	824.55	266,666.40
81 09/15/2032	7,471.11	6,666.67	804.44	259,999.73
82 10/15/2032	7,451.00	6,666.67	784.33	253,333.06
83 11/15/2032	7,430.89	6,666.67	764.22	246,666.39
84 12/15/2032	7,410.78	6,666.67	744.11	239,999.72
85 01/15/2033	7,390.67	6,666.67	724.00	233,333.05
86 02/15/2033	7,370.56	6,666.67	703.89	226,666.38
87 03/15/2033	7,350.45	6,666.67	683.78	219,999.71
88 04/15/2033	7,330.34	6,666.67	663.67	213,333.04
89 05/15/2033	7,310.22	6,666.67	643.55	206,666.37
90 06/15/2033	7,290.11	6,666.67	623.44	199,999.70
91 07/15/2033	7,270.00	6,666.67	603.33	193,333.03
92 08/15/2033	7,249.89	6,666.67	583.22	186,666.36
93 09/15/2033	7,229.78	6,666.67	563.11	179,999.69
94 10/15/2033	7,209.67	6,666.67	543.00	173,333.02

95 11/15/2033	7,189.56	6,666.67	522.89	166,666.35
96 12/15/2033	7,169.45	6,666.67	502.78	159,999.68
97 01/15/2034	7,149.34	6,666.67	482.67	153,333.01
98 02/15/2034	7,129.22	6,666.67	462.55	146,666.34
99 03/15/2034	7,109.11	6,666.67	442.44	139,999.67
100 04/15/2034	7,089.00	6,666.67	422.33	133,333.00
101 05/15/2034	7,068.89	6,666.67	402.22	126,666.33
102 06/15/2034	7,048.78	6,666.67	382.11	119,999.66
103 07/15/2034	7,028.67	6,666.67	362.00	113,332.99
104 08/15/2034	7,008.56	6,666.67	341.89	106,666.32
105 09/15/2034	6,988.45	6,666.67	321.78	99,999.65
106 10/15/2034	6,968.34	6,666.67	301.67	93,332.98
107 11/15/2034	6,948.22	6,666.67	281.55	86,666.31
108 12/15/2034	6,928.11	6,666.67	261.44	79,999.64
109 01/15/2035	6,908.00	6,666.67	241.33	73,332.97
110 02/15/2035	6,887.89	6,666.67	221.22	66,666.30
111 03/15/2035	6,867.78	6,666.67	201.11	59,999.63
112 04/15/2035	6,847.67	6,666.67	181.00	53,332.96
113 05/15/2035	6,827.56	6,666.67	160.89	46,666.29
114 06/15/2035	6,807.45	6,666.67	140.78	39,999.62
115 07/15/2035	6,787.34	6,666.67	120.67	33,332.95
116 08/15/2035	6,767.22	6,666.67	100.55	26,666.28
117 09/15/2035	6,747.11	6,666.67	80.44	19,999.61
118 10/15/2035	6,727.00	6,666.67	60.33	13,332.94
119 11/15/2035	6,706.89	6,666.67	40.22	6,666.27
120 12/15/2035	6,686.38	6,666.27	20.11	0.00
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	946,006.59	800,000.00	146,006.59	

C A N A D A
Province of Ontario
The Corporation of The Town of Prescott

FULLY REGISTERED 3.62 % DEBENTURE

The Corporation of The Town of Prescott (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2035), the principal amount of

EIGHT HUNDRED THOUSAND DOLLARS

----- (\$800,000.00) -----

payable on the specified dates and in the amounts set forth in the attached Amortization Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money as part of the instalments of combined principal and interest from the closing date (December 15, 2025), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.62% per annum, in arrears, on the specified dates and in the amounts as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule, or the Conditions, as applicable, both before and after default and judgment. Provided there is no default, the amounts of the payments of combined instalments of principal and interest and the specified dates on which they are payable in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at the office of the Municipality as of the 15th day of December, 2025

IN TESTIMONY WHEREOF and under the authority of By-law Number 48-2025 of the Municipality duly passed on the 1st day of December, 2025 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2025

Gauri Shankar, Mayor

(Seal) _____
Matthew Armstrong, Treasurer

<p>OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.</p> <p>Ontario Infrastructure and Lands Corporation</p> <table><tr><td>by: _____ Authorized Signing Officer</td><td>by: _____ Authorized Signing Officer</td></tr></table>		by: _____ Authorized Signing Officer	by: _____ Authorized Signing Officer
by: _____ Authorized Signing Officer	by: _____ Authorized Signing Officer		

[OILC Amortization Schedule to be Inserted]

LOAN AMORTIZATION SCHEDULE

Loan.....: 3143
Name.....: Prescott, The Corporation of The Town of
Principal: 800,000.00
Rate.....: 03.6200
Term.....: 120
Am Period: 0
Compound.: Month
Paid.....: Month
Plan.....: Fixed Principal
Accel.....: no
Method...: Equivalent
Prin/Int.: 9,080.00
Total Int: 146,006.59
Remaining: 0.00
Matures...: 12/15/2035

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6	06/15/2026	8,979.45	6,666.67	2,312.78	759,999.98
7	07/15/2026	8,959.34	6,666.67	2,292.67	753,333.31
8	08/15/2026	8,939.23	6,666.67	2,272.56	746,666.64
9	09/15/2026	8,919.11	6,666.67	2,252.44	739,999.97
10	10/15/2026	8,899.00	6,666.67	2,232.33	733,333.30
11	11/15/2026	8,878.89	6,666.67	2,212.22	726,666.63
12	12/15/2026	8,858.78	6,666.67	2,192.11	719,999.96
13	01/15/2027	8,838.67	6,666.67	2,172.00	713,333.29
14	02/15/2027	8,818.56	6,666.67	2,151.89	706,666.62
15	03/15/2027	8,798.45	6,666.67	2,131.78	699,999.95
16	04/15/2027	8,778.34	6,666.67	2,111.67	693,333.28
17	05/15/2027	8,758.23	6,666.67	2,091.56	686,666.61
18	06/15/2027	8,738.11	6,666.67	2,071.44	679,999.94

19 07/15/2027	8,718.00	6,666.67	2,051.33	673,333.27
20 08/15/2027	8,697.89	6,666.67	2,031.22	666,666.60
21 09/15/2027	8,677.78	6,666.67	2,011.11	659,999.93
22 10/15/2027	8,657.67	6,666.67	1,991.00	653,333.26
23 11/15/2027	8,637.56	6,666.67	1,970.89	646,666.59
24 12/15/2027	8,617.45	6,666.67	1,950.78	639,999.92
25 01/15/2028	8,597.34	6,666.67	1,930.67	633,333.25
26 02/15/2028	8,577.23	6,666.67	1,910.56	626,666.58
27 03/15/2028	8,557.11	6,666.67	1,890.44	619,999.91
28 04/15/2028	8,537.00	6,666.67	1,870.33	613,333.24
29 05/15/2028	8,516.89	6,666.67	1,850.22	606,666.57
30 06/15/2028	8,496.78	6,666.67	1,830.11	599,999.90
31 07/15/2028	8,476.67	6,666.67	1,810.00	593,333.23
32 08/15/2028	8,456.56	6,666.67	1,789.89	586,666.56
33 09/15/2028	8,436.45	6,666.67	1,769.78	579,999.89
34 10/15/2028	8,416.34	6,666.67	1,749.67	573,333.22
35 11/15/2028	8,396.23	6,666.67	1,729.56	566,666.55
36 12/15/2028	8,376.11	6,666.67	1,709.44	559,999.88
37 01/15/2029	8,356.00	6,666.67	1,689.33	553,333.21
38 02/15/2029	8,335.89	6,666.67	1,669.22	546,666.54
39 03/15/2029	8,315.78	6,666.67	1,649.11	539,999.87
40 04/15/2029	8,295.67	6,666.67	1,629.00	533,333.20
41 05/15/2029	8,275.56	6,666.67	1,608.89	526,666.53
42 06/15/2029	8,255.45	6,666.67	1,588.78	519,999.86
43 07/15/2029	8,235.34	6,666.67	1,568.67	513,333.19
44 08/15/2029	8,215.23	6,666.67	1,548.56	506,666.52
45 09/15/2029	8,195.11	6,666.67	1,528.44	499,999.85
46 10/15/2029	8,175.00	6,666.67	1,508.33	493,333.18
47 11/15/2029	8,154.89	6,666.67	1,488.22	486,666.51
48 12/15/2029	8,134.78	6,666.67	1,468.11	479,999.84
49 01/15/2030	8,114.67	6,666.67	1,448.00	473,333.17
50 02/15/2030	8,094.56	6,666.67	1,427.89	466,666.50
51 03/15/2030	8,074.45	6,666.67	1,407.78	459,999.83
52 04/15/2030	8,054.34	6,666.67	1,387.67	453,333.16
53 05/15/2030	8,034.23	6,666.67	1,367.56	446,666.49
54 06/15/2030	8,014.11	6,666.67	1,347.44	439,999.82
55 07/15/2030	7,994.00	6,666.67	1,327.33	433,333.15
56 08/15/2030	7,973.89	6,666.67	1,307.22	426,666.48

57 09/15/2030	7,953.78	6,666.67	1,287.11	419,999.81
58 10/15/2030	7,933.67	6,666.67	1,267.00	413,333.14
59 11/15/2030	7,913.56	6,666.67	1,246.89	406,666.47
60 12/15/2030	7,893.45	6,666.67	1,226.78	399,999.80
61 01/15/2031	7,873.34	6,666.67	1,206.67	393,333.13
62 02/15/2031	7,853.22	6,666.67	1,186.55	386,666.46
63 03/15/2031	7,833.11	6,666.67	1,166.44	379,999.79
64 04/15/2031	7,813.00	6,666.67	1,146.33	373,333.12
65 05/15/2031	7,792.89	6,666.67	1,126.22	366,666.45
66 06/15/2031	7,772.78	6,666.67	1,106.11	359,999.78
67 07/15/2031	7,752.67	6,666.67	1,086.00	353,333.11
68 08/15/2031	7,732.56	6,666.67	1,065.89	346,666.44
69 09/15/2031	7,712.45	6,666.67	1,045.78	339,999.77
70 10/15/2031	7,692.34	6,666.67	1,025.67	333,333.10
71 11/15/2031	7,672.22	6,666.67	1,005.55	326,666.43
72 12/15/2031	7,652.11	6,666.67	985.44	319,999.76
73 01/15/2032	7,632.00	6,666.67	965.33	313,333.09
74 02/15/2032	7,611.89	6,666.67	945.22	306,666.42
75 03/15/2032	7,591.78	6,666.67	925.11	299,999.75
76 04/15/2032	7,571.67	6,666.67	905.00	293,333.08
77 05/15/2032	7,551.56	6,666.67	884.89	286,666.41
78 06/15/2032	7,531.45	6,666.67	864.78	279,999.74
79 07/15/2032	7,511.34	6,666.67	844.67	273,333.07
80 08/15/2032	7,491.22	6,666.67	824.55	266,666.40
81 09/15/2032	7,471.11	6,666.67	804.44	259,999.73
82 10/15/2032	7,451.00	6,666.67	784.33	253,333.06
83 11/15/2032	7,430.89	6,666.67	764.22	246,666.39
84 12/15/2032	7,410.78	6,666.67	744.11	239,999.72
85 01/15/2033	7,390.67	6,666.67	724.00	233,333.05
86 02/15/2033	7,370.56	6,666.67	703.89	226,666.38
87 03/15/2033	7,350.45	6,666.67	683.78	219,999.71
88 04/15/2033	7,330.34	6,666.67	663.67	213,333.04
89 05/15/2033	7,310.22	6,666.67	643.55	206,666.37
90 06/15/2033	7,290.11	6,666.67	623.44	199,999.70
91 07/15/2033	7,270.00	6,666.67	603.33	193,333.03
92 08/15/2033	7,249.89	6,666.67	583.22	186,666.36
93 09/15/2033	7,229.78	6,666.67	563.11	179,999.69
94 10/15/2033	7,209.67	6,666.67	543.00	173,333.02

95 11/15/2033	7,189.56	6,666.67	522.89	166,666.35
96 12/15/2033	7,169.45	6,666.67	502.78	159,999.68
97 01/15/2034	7,149.34	6,666.67	482.67	153,333.01
98 02/15/2034	7,129.22	6,666.67	462.55	146,666.34
99 03/15/2034	7,109.11	6,666.67	442.44	139,999.67
100 04/15/2034	7,089.00	6,666.67	422.33	133,333.00
101 05/15/2034	7,068.89	6,666.67	402.22	126,666.33
102 06/15/2034	7,048.78	6,666.67	382.11	119,999.66
103 07/15/2034	7,028.67	6,666.67	362.00	113,332.99
104 08/15/2034	7,008.56	6,666.67	341.89	106,666.32
105 09/15/2034	6,988.45	6,666.67	321.78	99,999.65
106 10/15/2034	6,968.34	6,666.67	301.67	93,332.98
107 11/15/2034	6,948.22	6,666.67	281.55	86,666.31
108 12/15/2034	6,928.11	6,666.67	261.44	79,999.64
109 01/15/2035	6,908.00	6,666.67	241.33	73,332.97
110 02/15/2035	6,887.89	6,666.67	221.22	66,666.30
111 03/15/2035	6,867.78	6,666.67	201.11	59,999.63
112 04/15/2035	6,847.67	6,666.67	181.00	53,332.96
113 05/15/2035	6,827.56	6,666.67	160.89	46,666.29
114 06/15/2035	6,807.45	6,666.67	140.78	39,999.62
115 07/15/2035	6,787.34	6,666.67	120.67	33,332.95
116 08/15/2035	6,767.22	6,666.67	100.55	26,666.28
117 09/15/2035	6,747.11	6,666.67	80.44	19,999.61
118 10/15/2035	6,727.00	6,666.67	60.33	13,332.94
119 11/15/2035	6,706.89	6,666.67	40.22	6,666.27
120 12/15/2035	6,686.38	6,666.27	20.11	0.00
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	946,006.59	800,000.00	146,006.59	

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of debentures in the principal amount of \$800,000.00 dated December 15, 2025 and maturing on December 15, 2035 payable in instalments of combined principal and interest on the specified dates and in the amounts as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2025

Cunningham, Swan, Carty, Little & Bonham [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments on the Debentures on the payment dates as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a)

paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, OILC may, at its option, require early repayment of the Debenture, and in such event the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if it is in writing and a copy of such notice is mailed or otherwise delivered, including delivery by electronic means, to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with

the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming the compounding showing in the Amortization Schedule, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

CERTIFICATE OF THE CLERK

To: Cunningham, Swan, Carty, Little & Bonham

And To: OILC

IN THE MATTER OF debentures issued by The Corporation of The Town of Prescott (the “**Municipality**”) in the principal amount of \$800,000.00 (the “**Debentures**”), authorized by Debenture By-law Number 48-2025 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Chloe Preston, Clerk of the Municipality, hereby certify for and on behalf of the Municipality as follows:

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on December 01, 2025 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Head of Council and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Head of Council and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Municipality exercised any of its powers in respect of the Capital Work(s), and before the Municipality authorized any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the other Authorizing By-law(s), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Head of Council of the Municipality has not provided written notice to the Council of the Municipality of an intent to

consider vetoing the Authorizing By-law(s) and no written veto document in respect of the Authorizing By-law(s) has been given to the Clerk of the Municipality, if applicable.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued other than those that are set out in column (4) of Schedule "A" to the Debenture By-law (if any).

8. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s), of the Debenture By-law and/or of the issue of the Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.

9. The Authorizing By-law(s), the Debenture By-law and the transactions contemplated thereunder do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at the office of the Municipality as of the 15th day of December, 2025

Chloe Preston, Clerk

CERTIFICATE OF THE TREASURER

To: Cunningham, Swan, Carty, Little & Bonham

And To: OILC

IN THE MATTER OF a debenture issued by The Corporation of The Town of Prescott (the “**Municipality**”) in the principal amount of \$800,000.00 (the “**Debenture**”), authorized by Debenture By-law Number 48-2025 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Matthew Armstrong, Treasurer of the Municipality, hereby certify for and on behalf of the Municipality as follows:

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant year(s).
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized the Capital Work(s) in an amount that did not exceed the respective Maximum Debenture Amount, defined in the Debenture By-law, and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount (if any) and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3. In updating the Municipality’s relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
4. The term of the Debenture issued in respect of the Capital Work(s), together with the term of any refinancing debentures issued or authorized to be issued (if any), does not exceed the lifetime of the Capital Work(s).

5. The principal amount now being financed through the issue of Debenture in respect of the Capital Work(s), together with the amount of any refinancing debentures issued or authorized to be issued (if any), does not exceed the net cost of each such Capital Work and does not exceed the Maximum Debenture Amount, defined in the Debenture By-law, for such Capital Work(s).

6. If OILC has agreed to purchase the Debenture before the Municipality incurred any capital expenditures for the Capital Work(s), the Municipality will apply the money received from OILC from the sale of the Debenture to pay such capital expenditures up to an amount that does not exceed the Maximum Debenture Amount, defined in the Debenture By-law.

7. The money received by the Municipality from the sale of the Debenture issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue (if any) shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. On or before December 15, 2025, I as Treasurer, signed the fully registered debenture in the principal amount of \$800,000.00 dated December 15, 2025, registered in the name of Ontario Infrastructure and Lands Corporation as authorized by the Debenture By-law (the “**OILC Debenture**”).

9. On or before December 15, 2025, the OILC Debenture was signed by Gauri Shankar, Mayor of the Municipality and sealed with the seal of the Municipality.

10. The said Gauri Shankar is the duly elected Mayor of the Municipality and I am the duly appointed Treasurer of the Municipality and we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and the OILC Debenture is entitled to full faith and credence.

11. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.

12. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

13. As of the date hereof the certifications, representations and warranties set out in the Certificate of the Treasurer Requesting Debenture Financing delivered to OILC in connection with the issuance of the Debenture are true and correct.

DATED at the office of the Municipality on the 15th day of December, 2025.

Matthew Armstrong, Treasurer



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

322 Main Street South P.O. Box 759

Exeter Ontario

N0M 1S6

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Toll Free: 1-877-204-0747

www.southhuron.ca

November 5, 2025

Via email: doug.fordco@pc.ola.org

Premier's Office
Room 281
Main Legislative Building, Queen's Park
Toronto, ON M7A 1A5

Dear Hon. Doug Ford,

Re: Collaborative Action on Sustainable Waste Management

Please be advised that South Huron Council passed the following resolution at their November 3, 2025, Regular Council Meeting:

445-2025
Moved By: Ted Oke
Seconded by: Aaron Neeb

That South Huron Council support the October 21, 2025 Resolution of Tay Valley Township regarding Collaborative Action on Sustainable Waste Management; and

That the supporting resolution and originating documentation be circulated to Premier Ford, AMO and all Ontario Municipalities.

Result: Carried

Please find attached the originating correspondence for your reference.

Respectfully,

Kendra Webster, Legislative & Licensing Coordinator
Municipality of South Huron
kwebster@southhuron.ca
519-235-0310 x. 232

Encl.

cc: AMO, resolutions@amo.on.ca; and all Ontario Municipalities



October 24, 2025

The Honorable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto ON M7A 1A1

Sent by Email

Dear: Honorable Doug Ford,

RE: Municipality of Tweed – Collaborative Action on Sustainable Waste Management in Ontario.

The Council of the Corporation of Tay Valley Township at its meeting held on October 21st, 2025 adopted the following resolution:

RESOLUTION #C-2025-10-22

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

“WHEREAS, the Council of the Corporation of Tay Valley Township Support the Municipality of Tweed’s resolution regarding waste incineration and a more Robust Recycling Program;

AND WHEREAS, It is incumbent upon the members of council, MPP's and MPs to make the decisions that will result in the most positive outcomes for now and future generations;

AND WHEREAS, with large urban centres now looking in rural areas of our province and entire country for lands to bury their garbage waste;

AND WHEREAS, a large landfill site owned by a large urban centre which receives 50% of their garbage at the present time is expected to be full by 2029 creating more environmental impacts;

AND WHEREAS, continuing to bury garbage in the ground will result in our future generations having lost potable groundwater as a result of garbage leachate rendering it unusable;

AND WHEREAS, burying garbage, particularly organic waste in landfills, leads to the production of methane a greenhouse gas, which escapes into the atmosphere and contributes to climate change causing more environmental destruction;

AND WHEREAS, we continue to destroy our environment jeopardizing our future generations;

AND WHEREAS, we have worldwide technology that will allow us the use of clean incineration and also produce much needed electric energy;

AND WHEREAS, the incineration of household and other municipal waste has a long tradition in Germany, which currently has 156 municipal thermal waste incineration facilities with an aggregate annual capacity of around 25 million tons;

AND WHEREAS, with a strong focus on community involvement, innovative infrastructure, and sustainable practices, Germany has set a high bar for municipal recycling programs that the rest of the world can learn from and emulate;

AND WHEREAS, at the present time, Germany recycles 66.1% of its garbage waste at a municipal level. This places the country as the most effective and prominent country when it comes to recycling in the entire world. This highlights the citizen's strength and motivation to deal with environmental issues on a daily basis;

AND WHEREAS, German schools often integrate recycling education into their curriculum. This early exposure to the importance of recycling instills a sense of responsibility in the younger generation, creating a culture of sustainability that transcends generations;

BE IT RESOLVED THAT, the Council of Tay Valley Township support the Municipality of Tweed in investigating the possibility of working together with Ontario Municipalities, Provincial and Federal Governments and manufacturing partners to form a working group to ensure that waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices, so that future generations will not suffer from our environmental mismanagement;

AND THAT, this support be sent to Premier Ford, Marit Stiles, Leader of the Official Opposition Party, and all Ontario Municipalities."

ADOPTED

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or deputyclerk@tayvalleytwp.ca

Sincerely,



Aaron Watt, Deputy Clerk

cc: Marit Stiles, Leader of the Official Opposition Party,
All Municipalities in Ontario

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 49-2025

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE
COUNCIL MEETING HELD ON DECEMBER 1, 2025.**

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 AND PASSED, SIGNED AND SEALED THIS 1st DAY OF DECEMBER 2025.

Mayor

Clerk