



PRESCOTT TOWN COUNCIL  
AGENDA

June 19, 2023

6:00 pm

Council Chambers

360 Dibble St. W.

Prescott, Ontario

*Our Mission:*

*To provide responsible leadership that celebrates our achievements and invests in our future.*

*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.*

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Pages

1. Call to Order

2. Approval of Agenda

**RECOMMENDATION**

That the agenda for the Council meeting of June 19, 2023 be approved as presented.

3. Declarations of Interest

4. Presentations

4.1 Dive Against Debris - Jeffrey Horricks, Kanata Diving Supply

<b>5.</b>	<b>Delegations</b>	
5.1	Sherwood Park Manor - Ken Durand	1
<b>6.</b>	<b>Minutes of the previous Council meetings</b>	
6.1	June 5, 2023	2
	<b>RECOMMENDATION</b> That the Council minutes dated June 5, 2023, be accepted as presented.	
6.2	June 12, 2023 - Special Council	16
	<b>RECOMMENDATION</b> That the Special Council minutes dated June 12, 2023, be accepted as presented.	
<b>7.</b>	<b>Communications &amp; Petitions</b>	
7.1	Letter of Thanks - Jane Hess, United Way Leeds & Grenville	19
<b>8.</b>	<b>Consent Reports</b>	
	<i>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.</i>	
	<b>RECOMMENDATION</b> That all items listed under the Consent Reports section of the agenda be accepted as presented.	
8.1	Information Package (under separate cover)	
8.2	Staff Report 43-2023 - Financial Report - May 2023	20
	<b>RECOMMENDATION</b> For information.	
<b>9.</b>	<b>Committee Reports</b>	
<b>10.</b>	<b>Mayor</b>	
<b>11.</b>	<b>Outside Boards, Committees and Commissions</b>	

## **12. Staff**

- 12.1 Staff Report 44-2023 - Operational Plan - Prescott Water Treatment Plant** 24

### **RECOMMENDATION**

That Council endorse the Water Treatment Plant Operation Plan.

- 12.2 Staff Report 45-2023 - Recreation Complex - Outdoor Activities and Amenities** 41

### **RECOMMENDATION**

That Council direct Staff to proceed with the Phase 1 Outdoor Activities and Amenities as outlined and Staff Report 45-2023 and issue a Request for Tender to obtain costs for completion of the work.

- 12.3 Staff Report 46-2023 - Ice Allocation Policy** 50

### **RECOMMENDATION**

That Council approve the proposed Ice Allocation Policy to be implemented for the 2023/2024 Ice Rental Season.

- 12.4 Staff Report 47-2023 - Flood Protection - Water Treatment Plant** 69

### **RECOMMENDATION**

That Council direct Staff to obtain detailed engineering for the Water Treatment Plant seawall upgrades to improve flood protection of critical components of the plant and submit the required permits for the project.

## **13. Resolutions**

## **14. By-laws**

- 14.1 Sidewalk Plow Borrowing By-Law** 123

### **RECOMMENDATION**

That By-Law 28-2023, being a by-law to authorize the borrowing upon serial debentures in the principal amount of \$163,233.00 towards the cost of the purchase of sidewalk plow, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

- 14.2 Council Remuneration By-Law** 153

### **RECOMMENDATION**

That By-Law 29-2023, being a by-law to set the remuneration rates for Members of Council be read and passed, signed by the Mayor and

Clerk, and sealed by the seal of the Corporation.

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 \_\_\_\_\_ p.m. to discuss matters pertaining to:

19.1 Approval of Closed Session Minutes (June 5, 2023 and June 12, 2023)

19.2 Purchase & Sale Matter

- Under Section 239(2)(c) of the *Municipal Act* - a proposed or pending acquisition or disposition of land by the municipality or local board; and

That the CAO/Treasurer, Clerk, Economic Development Officer, and Deputy Clerk remain in the room.

20. **Rise and Report**
21. **Confirming By-Law – 30-2023**

157

**RECOMMENDATION**

That By-Law 30-2023, being a by-law to confirm the proceedings of the Council meeting held on June 19, 2023, 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 to Monday, July 17, 2023. (Time:      p.m.)



# TOWN OF PRESCOTT

## Delegation Request

Town of Prescott 360  
Dibble St., Box 160  
Prescott, Ontario  
K0E 1T0

Please complete the following form. You may submit to the Town of Prescott by EITHER:

- \* Printing and faxing a copy to 613-925-4381
- \* Saving this file to your computer and emailing it to [lveltkamp@prescott.ca](mailto:lveltkamp@prescott.ca)

Phone: 613-925-2812  
Fax: 613-925-4381  
[www.prescott.ca](http://www.prescott.ca)

Once your delegation request is received, the Clerk's Department will contact you to confirm receipt.

Date	06/05/2023	Meeting date	06/19/2023
Subject	Sherwood Park Manor - Donation		
Name	Ken Durand		
Address			
Town / City	Brockville		
Province	ON	Postal Code	
Phone (daytime)		Phone (evening)	
Fax number		Email address	

Name of group or person(s) being represented, if applicable:

Sherwood Park Manor Long Term Care Residence

Brief statement of issue or purpose of deputation:

To make a presentation to Council for a donation towards our Capital redevelopment project at our Long-Term Care Home in Brockville.

Personal information on this form is collected under the legal authority of the Municipal Act, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public, pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Town Clerk, Town of Prescott, 360 Dibble Street, Box 160, Prescott, Ontario, K0E 1T0.



## **PRESCOTT TOWN COUNCIL**

### **MINUTES**

**Monday, June 5, 2023**

**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 Ruth Lockett, Councillor Lee McConnell, Councillor Tracey Young
Staff	Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Dana Valentyne, Economic Development Officer, Shawn Merriman, Manager of Building and Bylaw Services, Kaitlin Mallory, Deputy Clerk
Guests	Veronica Burchell and Dan Davis, Royal Canadian Legion Branch 97, Brent McCallister and Lynn Norton, Laughs at the Leo, and Billie Davidson.

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#### **1. Call to Order**

Mayor Shankar called the meeting to order at 6:00 p.m.

## **2. Approval of Agenda**

Motion 125-2023

Moved By Young

Seconded By Lockett

That the agenda for the Council meeting of Monday, June 5, 2023 be approved as presented.

Carried

## **3. Declarations of Interest**

Councillor Young declared a Conflict of Interest under Item 12.4 Staff Report 42-2023 - Liability & Property Insurance Request for Proposal.

## **4. Presentations**

### **4.1 Laughs at the Leo - Cheque Presentation**

Brent McAllister and Lynn Norton spoke to the successful Laughs at the Leo event and presented the Town of Prescott with a cheque for the construction of the new arena.

### **4.2 Lemonade & Toy Stand Sale License - Billie Davidson**

Mayor Shankar presented Billie Davidson with a Mayoral Scroll in recognition of her application to run a used toy and lemonade stand.

## **5. Delegations**

### **5.1 Royal Canadian Legion, Branch 97 - Veronica Burchell & Dan Davis**

Veronica Burchill, Royal Canadian Legion Branch 97, spoke to the request for financial aid from Council for repairs to the building.

Discussion was held regarding priority items and submitting quotes received for the necessary updates to the Town to review.

Veronica Burchell & Dan Davis left the meeting at 6:18 p.m.

Further discussion was held regarding the criteria for applying to the community grant funding or the CIP program.

**6. Minutes of the previous Council meetings**

**6.1 May 15, 2023**

Motion 126-2023

Moved By Burton

Seconded By Kirkby

That the Council minutes dated May 15, 2023, be accepted as presented.

Carried

**6.2 May 25, 2023 - Tri-Council Minutes**

Motion 127-2023

Moved By Campbell

Seconded By Lockett

That the Tri-Council minutes dated May 25, 2023, be accepted as presented.

Carried

**7. Communications & Petitions**

There were no items under Communication & Petitions.

**8. Consent Reports**

Motion 128-2023

Moved By Burton

Seconded By Young

That all items listed under the Consent Reports section of the agenda be accepted as presented, save and except Item 8.1(8 & 16).

Carried

## **8.1 Information Package (under separate cover)**

1. Planning Advisory Committee Minutes - April 24, 2023
2. Prescott Police Services Board Meeting Minutes – February 1, 2023
3. Leeds, Grenville & Lanark District Health Unit Board of Health Summary – May 25, 2023
4. United Counties of Leeds and Grenville Media Release – May 24, 2023
5. Eastern Ontario Wardens' Caucus Media Release – May 24, 2023
6. Town of Lincoln resolution of support re: Municipal Heritage Register
7. Town of Cobourg resolution of support re: Municipal Heritage Register
8. City of Cambridge resolution of support re: Amending the Highway Traffic Act
9. Town of Cobourg resolution of support re: Amending the Highway Traffic Act
10. City of Port Colborne resolution of support re: Amending the Highway Traffic Act
11. Town of Amherstburg resolution of support re: Amending the Highway Traffic Act
12. Town of Fort Erie resolution of support re: Amending the Highway Traffic Act
13. County of Lennox and Addington resolution of support re: Bill 5 Stopping Harassment and Abuse by Local Leaders Act
14. City of Woodstock resolution of support re: Bill 5 Stopping Harassment and Abuse by Local Leaders Act
15. Township Puslinch resolution of support re: Bill 5 Stopping Harassment and Abuse by Local Leaders Act
16. Lanark County resolution of support re: Supporting First Responders from Assaults, Bill C-321

17. Town of Plympton-Wyoming resolution of support re: Bell-Hydro Infrastructure
18. Town of Fort Erie resolution of support re: Urging Province to Pause Proposed New Provincial Planning Statement
19. Township of Limerick resolution of support re: Urging Province to Pause Proposed New Provincial Planning Statement

## **9. Committee Reports**

### **9.1 PAC Report 04-2023 - Site Plan Agreement - Quality Inn Hotel**

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to the review of the minor variance application by the Committee of Adjustment, the peer review process, and planning and zoning compliance. He referenced the next steps of entering into a Site Plan Agreement.

### **9.2 PAC 05-2023 - Zoning By-Law Amendment - Development Drive**

Motion 129-2023

Moved By Campbell

Seconded By McConnell

That Council adopt a Zoning By-law amendment under Section 34 of the *Planning Act* to change the subject lands discussed from a Highway Commercial C-2 to a General Industrial Zone M-1.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to the final steps for the approval of the sale of the property and the terms and conditions of the agreement to re-zone the property to Zone M-1.

Discussion was held regarding the timing of development, site plan applications, and the potential timeline for development in 2024.

## **10. Mayor**

Mayor Shankar spoke to an upcoming Joint Services Committee meeting on June 6.

## **11. Outside Boards, Committees and Commissions**

Councillor Burton spoke to her attendance at the Planning Advisory Committee meeting held on May 23.

Councillor Campbell spoke to her attendance at the Police Services Board meeting held on May 24, and referenced the upcoming Firefighter Recruitment Information Night to be held on June 20.

Councillor Young spoke to her attendance at the Planning Advisory Committee meeting held on May 23, the Leeds, Grenville and Lanark Health Unit Board of Health meeting held on May 25, the Tri-Council meeting held on May 25, and the Relay for Life event held on June 9.

Councillor McConnell spoke to his attendance at the Tri-Council meeting held on May 25.

Councillor Kirkby spoke to his attendance at the Prescott Family Health Team's application for Expression of Interest session.

## **12. Staff**

### **12.1 Staff Report 39-2023 - Council Remuneration Working Group Recommendations**

Motion 130-2023

Moved By Burton

Seconded By Lockett

That Council direct Staff to prepare the By-law for Council Remuneration based on the recommendations of the Working Group as outlined in Staff Report 39-2023 and that the By-law come to the Council meeting of June 19, 2023, for final discussion and consideration.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to the requirement of reviewing remuneration each term of Council, the composition of the working group, and the comparisons made with other local municipalities with a focus on Gananoque.

Mr. Armstrong referenced the large range of differences between municipalities including services offered, population, and land size, and provided an overview of the four options presented to the working group.

Discussion was held regarding the composition of the board, the responsibilities and expectations of members of Council, the increasing cost of living, and instituting remuneration for the next term of Council.

## **12.2 Staff Report 40-2023 - Tri-Council Joint Recreation Committee**

Motion 131-2023

Moved By Lockett

Seconded By Young

That Council approve the Terms of Reference for the Tri-Council Joint Recreation Committee and direct Staff to put forward the following names as representatives from the Town of Prescott.

- Councillor Leanne Burton – Member of Council
- Samantha Joudoin-Miller, Manager of Community Services – Staff Member
- South Grenville Minor Hockey Association – Community Organization
- Prescott Figure Skating Club – Community Organization
- Prescott and District Minor Soccer – Community Organization

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to the discussion held at the Tri-Council meeting to create a terms of reference for the Joint Recreation Committee and the membership suggested from Prescott's larger recreational clubs.



Discussion was held regarding representation from a broad range of recreational groups to meet the needs of all ages and activities, and the need to collaborate with the two neighbouring municipalities.

### **12.3 Staff Report 41-2023 - Short Term Rental Licensing**

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to discussions held at the Tri-Council meeting and Augusta Township's intent to establish a by-law to regulate short term rentals.

He referenced the example by-law from the Municipality of South Dundas and purpose for considering its implementation due to the expressed concerns for health and safety from a building code, fire code, and parking management perspectives.

Discussion was held regarding re-evaluating the licensing by-law in the future dependent on increases in short term rentals in town.

Councillor Young vacated her seat at 7:23 p.m.

### **12.4 Staff Report 42-2023 - Liability & Property Insurance Request for Proposal**

Motion 132-2023

Moved By Kirkby

Seconded By Burton

That Council direct Staff to proceed with the issuance of a Request for Proposal for Liability, Property, and Cyber Insurance Coverage through the Broker of Record for the Town of Prescott.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He spoke to the large increases in premiums seen in recent years, noted an increased liability limit, and the inclusion of flood, cyber, and earthquake insurance.

He spoke to the recommendation from our current provider to solicit requests for proposal for the renewal of liability and property insurance.

Discussion was held regarding concerns over potentially receiving a low number of responses, earthquake insurance, and the qualification for cyber insurance.

Councillor Young returned to her seat at 7:30 p.m.

### **13. Resolutions**

There were no resolutions.

### **14. By-laws**

#### **14.1 Noise By-Law**

Motion 133-2023

Moved By Kirkby

Seconded By Campbell

That By-Law 23-2023, being a by-law to prohibit and regulate noise within the Town of Prescott, be read and passed, signed and sealed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

Matthew Armstrong, CAO/Treasurer, provided an overview of the current noise by-law, other municipal noise by-laws reviewed, the time frames when considering noise violations, and application for outdoor performances.

Shawn Merriman, Manager of Building & By-Law spoke to enforcement of the by-law and the use of Administrative Monetary Penalty System.

Discussion was held regarding exemptions of community events and Town sanctioned events.

#### **14.2 Refreshment Vehicle By-Law**

Motion 134-2023

Moved By Young  
Seconded By Burton

That By-Law 24-2023, being a by-law to licence, regulate, and govern refreshment vehicles in the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

#### **14.3 By-Law Enforcement Officer Appointments**

Motion 135-2023

Moved By Kirkby  
Seconded By Lockett

That By-Law 25-2023, being a by-law to appoint Municipal By-law Enforcement Officers for the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

Discussion was held regarding staff's ability to respond to by-law issues, complaint driven and active by-law enforcement, and the purpose for the naming by-law.

### **15. New Business**

#### **15.1 Regional Municipality of Waterloo Resolution of Support re: Protecting the Privacy of Candidates and Donors**

Motion 136-2023

Moved By Kirkby  
Seconded By Burton

That the Council of the Corporation of the Town of Prescott support the Regional Municipality of Waterloo's resolution regarding Protecting the Privacy of Candidates and Donors; and

That a copy of this resolution be circulated to the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), the Association of Municipal Clerks and Treasurers of Ontario (AMTCO) and all municipalities in Leeds and Grenville for their support.

Carried

Councillor Kirkby spoke to the resolution received from the Regional Municipality of Waterloo regarding protecting the privacy of candidates and donors in municipal elections.

### **15.2 Federation of Northern Ontario Municipalities Resolution of Support re: Bail Reform**

Motion 137-2023

Moved By Kirkby

Seconded By McConnell

That the Council of the Corporation of the Town of Prescott support the Federation of Northern Ontario Municipalities resolution regarding Bail Reform; and

That a copy of this resolution be circulated to the Prime Minister, Federal Justice Minister, Premier of Ontario, the Attorney General, the Solicitor General, Minister of Municipal Affairs and Housing, the MP for Leeds, Grenville, Thousand Islands and Rideau Lakes, the Association of Municipalities of Ontario (AMO), and all municipalities in Leeds and Grenville for their support.

Carried

Councillor Kirkby spoke to the resolution received from the Federation of Northern Ontario Municipalities regarding bail reform.

### **15.3 Call2Recycle - Collection Site**

Councillor Young spoke to the Call2Recycle program. She spoke to creating a depot for drop-off of single use batteries and the safe disposal of batteries.

Matthew Armstrong, CAO/Treasurer, spoke to the difference in types of batteries accepted with Call2Recycle program.

Discussion was held regarding possible locations for the depot and directing residents to Augusta Township.

Further discussion was held regarding promoting our current recycling program and any local business drop-off locations.

**16. Notices of Motion**

There were no Notices of Motion.

**17. Mayor's Proclamation**

**17.1 Longest Day of Smiles**

Mayor Shankar proclaimed June 18 as the Longest Day of Smiles in the Town of Prescott.

**17.2 World Ocean Day**

Mayor Shankar proclaimed June 8 as World Ocean Day in the Town of Prescott.

**17.3 Seniors Month**

Mayor Shankar proclaimed the month of June as Seniors Month in the Town of Prescott.

**18. Period for Media Questions**

There were no questions from the media.

**19. Closed Session**

Motion 138-2023

Moved By Kirkby

Seconded By Burton

That Council move into Closed Session at 8:07 p.m. to discuss matters pertaining to:

19.1 Approval of Closed Session Minutes ( May 15, 2023)

19.2 Approval of Tri-Council Closed Session Minutes (May 25, 2023)

19.3 Litigation

- Under Section 239(2)(c) of the Municipal Act - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality;

And that the CAO/Treasurer, Clerk, Economic Development Officer, and Deputy Clerk remain in the room.

Carried

Moved By Young

Seconded By Kirkby

That Council reconvene in Open Session. (Time: 8:25 p.m.)

Carried

## **20. Rise and Report**

During the Closed Session, Council approved Closed Session minutes dated May 15 under item 19.1, approved Tri-Council Closed Session minutes dated May 25 under item 19.2 and provided Staff direction under item 19.3 - Potential Litigation.

## **21. Confirming By-Law – 26-2023**

Motion 140-2023

Moved By McConnell

Seconded By Lockett

That By-Law 26-2023, being a by-law to confirm the proceedings of the Council meeting held on June 5, 2023, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

**22. Adjournment**

Motion 141-2023

Moved By Kirkby

Seconded By Young

That the meeting be adjourned to Monday, June 19, 2023. (Time: 8:27 p.m.)

Carried

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Mayor

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Clerk



**PRESCOTT TOWN SPECIAL COUNCIL  
MINUTES**

**Monday, June 12, 2023**

**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 Ruth Lockett, Councillor Lee McConnell, Councillor Tracey Young
Staff	Matthew Armstrong, CAO/Treasurer/Deputy Clerk
Guests	James McCarthy, Cunningham, Swan, Carty, Little & Bonham.

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**1. Call to Order**

Mayor Shankar called the meeting to order at 6:00 p.m.

**2. Approval of Agenda**

Motion 142-2023



Moved By Lockett  
Seconded By McConnell

That the agenda for the Special Council Meeting of June 12, 2023 be approved as presented.

Carried

**3. Declarations of Interest**

There were no declarations of interest expressed.

**4. Closed Session**

Motion 143-2023

Moved By Kirkby  
Seconded By Campbell

That Council move into Closed Session at 6:00 p.m. to discuss matters pertaining to:

**4.1 Litigation**

- Under Section 239(2)(c) of the Municipal Act - litigation or potential litigation, including matters before administrative tribunals, affecting the municipality; and

That the CAO/Treasurer/Deputy Clerk, and James McCarthy, Cunningham, Swan, Carty, Little & Bonham remain in the room.

Carried

Motion 144-2023

Moved By Young  
Seconded By Burton

That Council reconvene in Open Session at 7:12 p.m.

Carried

**5. Rise and Report**

During the Closed Session Council gave staff direction on item 4.1 Litigation.

**6. Confirming By-Law – 27-2023**

Motion 145-2023

Moved By Burton

Seconded By Campbell

That By-Law 27-2023, being a by-law to confirm the proceedings of the special meeting held on June 12, 2023, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

**7. Adjournment**

Motion 146-2023

Moved By Kirkby

Seconded By Lockett

That the meeting be adjourned to Monday June, 19, 2023. (Time: 7:13 p.m.)

Carried

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Mayor

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Clerk



**United Way**  
**Leeds & Grenville**

42 George Street, P.O. Box 576  
Brockville, Ontario K6V 5V7  
Phone (613)342-8889 | Fax (613)342-8850  
[www.uwlg.org](http://www.uwlg.org)

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**SHOW YOUR LOCAL LOVE**

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May 17, 2023

Corporation of the Town of Prescott  
360 Dibble Street West  
P.O. Box 160  
Prescott, ON K0E 1T0

Dear Mayor Shankar,

Thank you so much for the opportunity to speak to your council on April 17/23 and for endorsing the South Grenville Community Conversation on April 26/23 at the South Edwardsburgh Community Centre.

The room provided a comfortable and safe environment for those that attended to share the Strengths, Challenges and their Desired Future for their community.

We look forward to sharing our completed report with you and the community in September.

Sincerely,

A handwritten signature in black ink, appearing to read "Jane Hess".

Jane Hess RN MN,(she/her)  
Community Impact Officer  
United Way Leeds & Grenville

cell 613-802-6716

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

## REPORT TO COUNCIL

Date: June 19, 2023

**Report No. 43-2023**

From: Jessica Crawford, Deputy Treasurer  
Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Financial Report – May 2023

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### **Recommendation:**

For information.

### **Analysis**

The attached income statement for the first five months ended May 31, 2023, highlights the financial picture year-to-date.

#### Revenue

The interim property taxes were due March 31<sup>st</sup>, 2023 and half the prior year total is reflected in the report. The amount in the report is the total billed amount and does not reflect any property taxes that were not paid by the due date. The Ontario Municipal Partnership Fund payments are received in January, April, July, and October. Those two items make up most corporate revenue and are the reasons for the better than budget status at this time.

Protective Services revenue tends to increase in the second half of the year, as various grant and user fee payments are received for Fire and Police Services. The majority of the transportation revenue is derived from the Ontario Community Infrastructure Funding which is received throughout the year. Environmental revenue is below budget due to a decrease in revenue from bag tags year to date, however, May was relatively close to budget for the month. Social Services revenue is received as part of the St. Lawrence Lodge debentures that is supported by the Ministry of Health and Long-Term Care. This is received twice per year with one payment in January and one payment in July/August.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

This variance evens itself out at the by the end of June and December. Recreation and Culture programs generate much of their revenue in the summer months from June through September. The Planning & Development revenue is slightly higher than budgeted due to the timing of grant payments.

The Water and Wastewater revenue is received 60 days following the due day for the services invoiced by Rideau St. Lawrence Utilities.

There are no major variances identified that will affect the year in the revenue budgets at this time.

### Expenses

From an expense perspective all areas are below budget apart from Health Services and Planning & Development. The Health Services area is due to timing of expense will correct itself by the end of the year. The Planning and Development expenses are higher than budget due to the full year payments for the Economic Development Corridor and the Eastern Ontario Regional Network project occurring in the first part of the year. The Economic Development Corridor increased the levy per resident by \$1.00 resulting in an unbudgeted increase of \$4,078.

The majority of the Recreation and Culture expenses occur in the summer months. The transportation budget is largely affected by the repaving and sidewalk expenses that occur in the summer months.

The repairs budget for the Operations Department is higher than expected for this time of year. The streetsweeper had a major part that needed replacement which has been completed and has been returned to service and one of the sidewalk plows had a major part that was replaced. Staff will keep a close eye on the equipment repairs budget and take corrective actions elsewhere as required.

### **Alternatives:**

None



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

**Financial Implications:**

Outlined above.

**Attachments:**

Financial Report – May 2023

*Submitted by:*

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Jessica Crawford  
Deputy Treasurer

*Submitted by:*

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Matthew Armstrong  
Chief Administrative Officer & Treasurer

## Income Statement 2023 Operating Budget

May 2023

	Month			Year-to-Date			Total 2023 Approved Budget	Notes
	Budget	Actual	Variance B (W)	Budget	Actual	Variance B (W)		
Revenue								
Corporate	697,625	11,748	(685,877)	3,488,124	4,557,051	1,068,926	8,371,498	
Protective	37,191	19,256	(17,902)	185,957	105,589	(80,368)	446,297	
Transportation	40,497	500	(39,997)	202,483	167,235	(35,248)	485,960	
Environmental	18,654	13,461	(5,194)	93,272	73,290	(19,982)	223,852	
Social	6,767	-	(6,767)	33,833	43,408	9,575	145,200	
Recreation and Cultural	69,512	32,772	(36,740)	347,560	138,378	(209,182)	770,145	
Planning & Development	6,942	30,119	23,177	34,708	56,672	21,963	83,300	
Total	877,188	107,854	(769,300)	4,385,938	5,141,622	755,684	10,526,252	
Expenses								
Corporate	124,151	111,122	13,029	620,755	614,826	5,930	1,489,813	
Protective	190,574	182,295	7,295	952,871	939,699	13,172	2,286,890	
Transportation	225,094	207,235	17,859	1,125,470	962,356	163,114	2,669,628	
Environmental	33,638	29,295	4,342	168,188	153,418	14,769	403,650	
Health Services	32,791	42,355	(9,564)	163,955	170,157	(6,201)	393,493	
Social Services	64,242	27,249	36,993	321,211	307,240	13,971	886,389	
Recreation and Cultural	171,841	192,570	(20,729)	859,207	698,682	160,525	1,978,113	
Planning & Development	34,856	61,546	(26,689)	174,282	195,568	(21,286)	418,276	
Total	877,188	853,669	22,535	4,385,938	4,041,945	343,993	10,526,252	
Net Operations	0	(745,814)	(745,814)	0	1,099,677	1,099,677	0	
Water & Wastewater Revenue	251,191	231,641	(19,550)	1,255,953	593,830	(662,124)	3,014,288	
Water & Wastewater Expense	251,191	159,585	91,605	1,255,953	1,045,494	210,459	3,014,288	
Net Water & Wastewater	(0)	72,055	72,055	(0)	(451,665)	(451,665)	(0)	

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

## STAFF REPORT TO COUNCIL

Report No. 44-2023

**Date:** June 19, 2023

**From:** Nathan Richard, Director of Operations  
Matthew Armstrong, Chief Administrative Officer & Treasurer

**RE:** Operational Plan – Prescott Water Treatment Plant

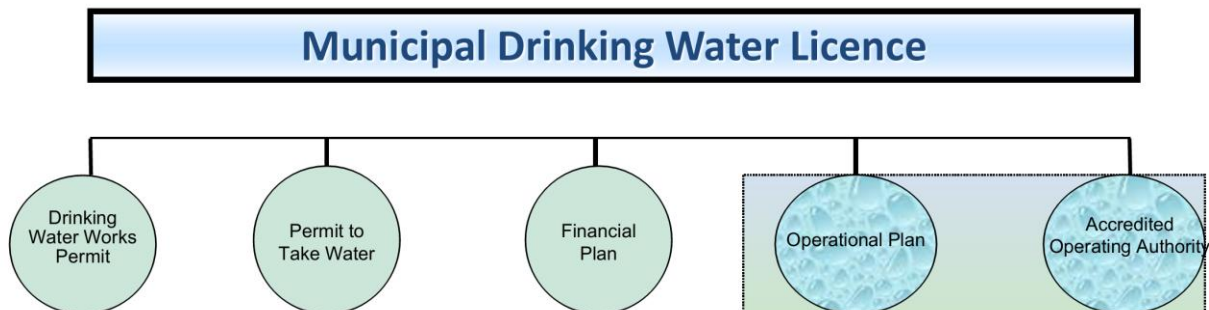
### Recommendation:

That Council endorse the Water Treatment Plant Operation Plan.

### Background/Analysis:

A Municipal Drinking Water License is required to operate a municipal water system. The license is valid for 5 years with the next renewal date being March 12, 2025.

A Municipal Drinking Water License includes five elements as outlined below.



The Drinking Water Works Permit outlines all equipment installed at the facility and is updated as required. The permit to take water outlines the volumes and rate limits of raw water the Town is permitted to take from the St. Lawrence River. The permit is valid for 10 years with the next renewal date being December 10, 2024.



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Strategic Plan		

A Financial Plan must be completed by the municipality which will be updated in 2024 and submitted as part of the Municipal Drinking Water License. This plan will evaluate the revenue and expenses from the water and wastewater systems and will provide recommendations as to the revenue and rates required to maintain the system.

The Operational Plan details the facility specific requirements of the Ministry's established Drinking Water Quality Management Standard (DWQMS). There are 21 elements that describe how the facility is operated. This is based on the Plan, Do, Check, Improve cycle approach.

## 21 Elements of the DWQMS

ELEMENTS			
1	Quality Management System	12	<b>Communications</b>
2	<b>Quality Management System Policy</b>	13	Essential supplies and services
3	<b>Commitment &amp; Endorsement</b>	14	Review & Provision of Infrastructure
4	<b>QMS Representative</b>	15	Infrastructure Maintenance, Rehabilitation & Renewal
5	<b>Document &amp; Records Control</b>	16	Sampling, Testing & Monitoring
6	<b>Drinking Water System</b>	17	Measurement & Recording Equipment Calibration & Maintenance
7	<b>Risk Assessment</b>	18	<b>Emergency Management</b>
8	<b>Risk Assessment Outcomes</b>	19	<b>Internal Audits</b>
9	<b>Structure, Roles &amp; Responsibilities</b>	20	<b>Management Review</b>
10	Competencies	21	Continual Improvement
11	Personnel Coverage		

Plan & Do
Check
Improve
Key elements

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## Roles and Responsibilities

- Owner:
  - Submits applications for MDWL and DWWP
  - Develops a Financial Plan as per the prescribed requirements
  - Ensures system is operated by an Accredited Operating Authority
  - Ensures compliance with the Safe Drinking Water Act (SDWA)
- Operating Authority:
  - Works with the Owner to develop and implement the QMS
  - Submits Operational Plan to the Accreditation Body
  - Ensures compliance with the SDWA

The Operational Plan is considered a living document but does have a requirement for the Ontario Clean Water Agency (OCWA) Top Management and facility owner to endorse the plan. There is no legislated frequency for endorsement. Current practice recommends re-endorsement when there are significant updates or a change with the owner (new Council).

The Main Changes to the plan include the following:

- Review the revision history since last endorsement.
- OCWA has restructured to include Prescott as part of the Seaway Valley Cluster
- This created a new OCWA operational manager for Prescott
- New Mayor and Council members were elected

The last endorsement was in 2018. The purpose of this report is to provide Council with the opportunity to review the Operational Plan and the opportunity to endorse it.

The final part of the Municipal Drink Water License is to have an accredited operation authority. OCWA is currently the Accredited Operating Authority for the Water Treatment



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Strategic Plan		

Plant. The Operational Plan is audited annually by a 3rd party auditor. SAI Global is our auditing body.

**Alternatives:**

None

**Financial Implications**

None

**Environmental Implications:**

None

**Attachments:**

- Drinking Water Quality Management Standard and the Municipal License

*Submitted by:*

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Nathan Richard,  
Director of Operations

*Submitted by:*

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Matthew Armstrong,  
Chief Administrative Officer and Treasurer



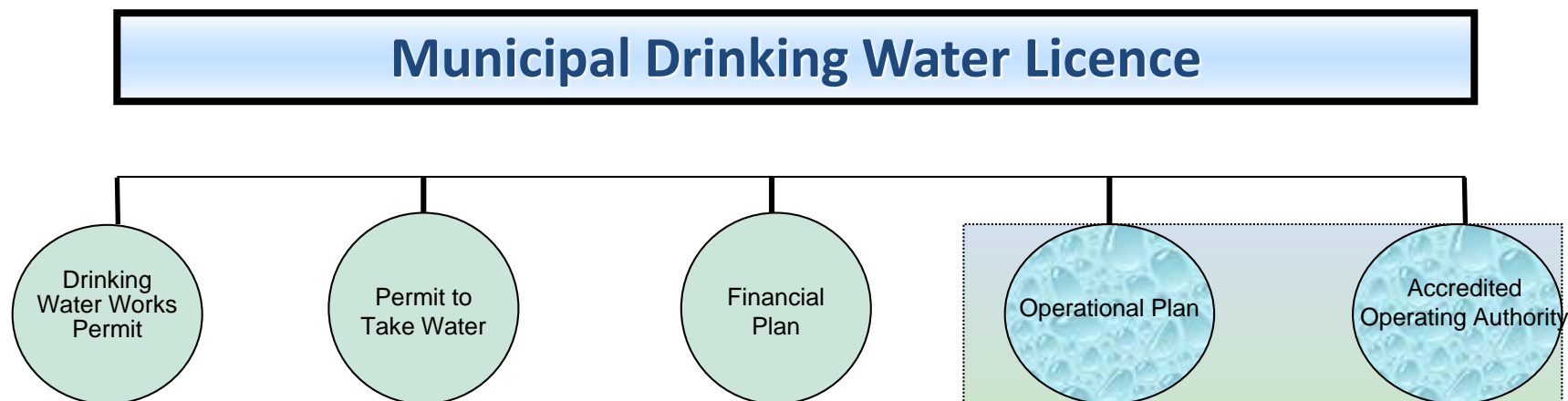
# Drinking Water Quality Management Standard and the Municipal License

By: Eastern Regional Compliance

# Municipal License

- Required to operate a municipal water system.
- Outlines additional sampling or limits such as:
  - Treated water flows
  - Flow meter calibration frequencies
- Provides exemptions from regulatory requirements if necessary.
- Requires renewal by dates established in issued license.
- 5 year renewal frequency
  - Renewal Application Date – March 12th, 2025

## The Municipal License includes five elements:



# Drinking Water Works Permit

- Outlines all installed equipment at the facility.
- Updated as required.
  - Allows for equipment modifications through a series of forms that are kept on site and submitted to the ministry.
- No scheduled renewal required.
- Generally re-issued with License renewal

## Permit to Take Water

- Provides volume and rate limits on raw water taking from the source.
- Raw flows are uploaded annually to the Ministry.
- Renewed: December 10, 2014.
- Expires: December 10, 2024.



# Financial Plan

- Completed by the municipality.
- Must meet the requirements of O. Reg. 453/07.
- Also required to be submitted to the Ministry of Municipal Affairs.

# Operational Plan

- The Operational Plan details the facility specific requirements of the Ministry's established Drinking Water Quality Management Standard (DWQMS).
- 21 Elements that describe how the facility is operated.
- Uses Plan, Do, Check, Improve cycle approach.

## 21 Elements of the DWQMS

ELEMENTS			
1	Quality Management System	12	<b>Communications</b>
2	<b>Quality Management System Policy</b>	13	Essential supplies and services
3	<b>Commitment &amp; Endorsement</b>	14	Review & Provision of Infrastructure
4	<b>QMS Representative</b>	15	Infrastructure Maintenance, Rehabilitation & Renewal
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7	<b>Risk Assessment</b>	18	<b>Emergency Management</b>
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9	<b>Structure, Roles &amp; Responsibilities</b>	20	<b>Management Review</b>
10	Competencies	21	Continual Improvement
11	Personnel Coverage		

# Roles and Responsibilities

- Owner:
  - Submits applications for MDWL and DWWP
  - Develops a Financial Plan as per the prescribed requirements
  - Ensures system is operated by an Accredited Operating Authority
  - Ensures compliance with the Safe Drinking Water Act (SDWA)
- Operating Authority:
  - Works with the Owner to develop and implement the QMS
  - Submits Operational Plan to the Accreditation Body
  - Ensures compliance with the SDWA

## Re-Endorsement

- The Operational Plan is considered a living document but does have a requirement for OCWA Top Management and facility Owner to endorse the plan.
- There is no legislated frequency for endorsement.
- Current practice recommends re-endorsement when there are significant updates or a change with the Owner (new council)
- The last endorsement was in 2018.

## Main Changes

- Review the revision history since last endorsement
- OCWA has restructured to Include Prescott as part of the Seaway Valley Cluster.
- This created a new OCWA operational manager for Prescott
- New Mayor and Council members were elected.

## Accredited Operating Authority

- OCWA is currently the Accredited Operating Authority for your facility.
- The Operational Plan is audited annually by a 3rd party auditor.
  - SAI Global is our auditing body.
- The audit cycle is:
  - Year one – Surveillance
  - Year two – Surveillance
  - Year three – Re-Accreditation audit (On-Site)

**Thank you for your time**

**Questions?**



# Prescott Sports Park

## PREFERRED MASTER PLAN

**LEGEND:**

- 1. Vehicular Access / Egress
- 2. Parking Area
- 3. Natural Turf Soccer Field (x2)
- 4. Natural Turf Mini-Soccer Field (x2)
- 5. Tennis Courts (x2)
- 6. Pickleball Courts (x4)
- 7. Multi-Use Court (x1)
- 8. Skate Park (Prefabricated)
- 9. Fitness Loop (500m)
- 10. Outdoor Fitness Area
- 11. Playground
- 12. Softball Diamond (x1) – Natural Turf
- 13. Dogs Off-Leash Area
- 14. Open Lawn Area (with Shade Structure)



# Prescott Sports Park

## PREFERRED MASTER PLAN – PHASE 1

CONSTRUCTION: 2023  
OPEN FOR USE: 2024

LEGEND:

- 1. Vehicular Access / Egress (Existing)
- 2. Parking Area (Existing)
- 3. Natural Turf Soccer Field (x2) – Natural Turf
- 4. Tennis Courts (x2)
- 5. Pickleball Courts (x4)
- 6. Multi-Use Court (x1)
- 7. Skate Park (Prefabricated)
- 8. Fitness Loop (500m)
- 9. Dog Park (Temporary)

POTENTIAL FUTURE WORK ITEMS:

- Electrical Service / Lighting
- Water Service
- Irrigation System



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Strategic Plan		

## STAFF REPORT TO COUNCIL

Report No. 45-2023

**Date:** June 19, 2023

**From:** Nathan Richard, Director of Operations  
Samantha Joudoin-Miller, Manager of Community Services  
Matthew Armstrong, Chief Administrative Officer & Treasurer

**RE:** Recreation Complex – Outdoor Activities and Amenities

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### **Recommendation:**

That Council direct Staff to proceed with the Phase 1 Outdoor Activities and Amenities as outlined in Staff Report 45-2023 and issue a Request for Tender to obtain costs for completion of the work.

### **Background/Analysis:**

Phase I Recreation Complex is nearing completion of the arena and parking lot. The next phase of the Recreation Complex includes outdoor activities and amenities to provide year-round opportunities to enjoy recreation in a centralized location.

To help inform what to include and the type of amenities the public is looking for, a survey was conducted from April 14 to April 28, 2022. A total of 256 public responses were received from the citizen engagement survey.

### **Outdoor Recreational Activities**

Survey participants were asked to identify which outdoor activities either the survey contributor or anyone in their household participated in. They were also asked to rate outdoor activities in terms of importance from 1 to 5 with 5 being the most important. Those answers were taken to develop a weighted average by assigning 1 point for least important and all the way up to 5 for most important. The results are as follows:

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Outdoor activities participated in over the last 12 months and weighted average ranking – 5 is the highest possible score	Participate	Rank
Walking or hiking for leisure	89%	4.3
Use of Playground Equipment	45%	3.4
Dog Park	37%	3.4
Cycling	33%	3.1
Leisure Skating	30%	3.0
Hockey	28%	3.0
Organized youth sports (e.g., community sports organizations, summer camps, youth club, etc.)	23%	3.4
Soccer	18%	2.8
Skate Park	14%	2.3
Outdoor fitness equipment	13%	2.8
Pickleball	12%	2.0
Basketball	12%	2.5
Snowshoeing	10%	2.3
Cross Country Skiing	9%	2.3
Tennis	7%	2.0
Swimming, Beach, Splashpad, Marina	6%	NA
Volleyball	5%	2.3
Lawn Bowling	5%	1.9
Figure skating	3%	1.9
Disc golf	3%	1.8
None of the above	1%	NA

Based on the survey feedback and that of local organizations, an initial field layout design was created by Staff.

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## OUTDOOR RECREATION FIELD LAYOUT PROPOSAL



This concept was presented to Council in May of 2022 with instructions to complete a more detailed design. The MBTW Group who specialize in recreation layout designs was engaged to develop a Master Plan for the outdoor activities and amenities. The goal was to include as many of the activities noted in the survey while making the best possible use of space. The following design was developed to achieve those goals.

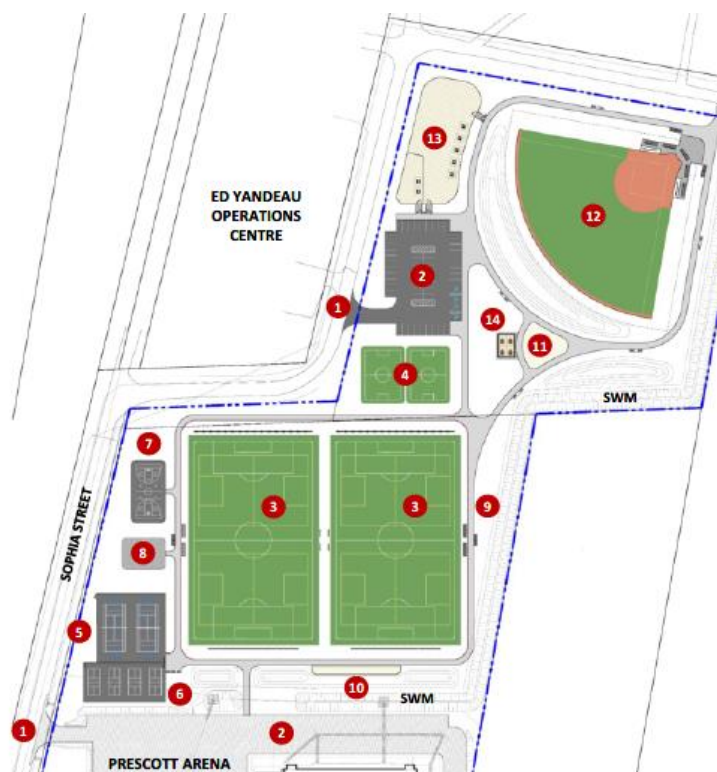
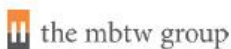


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Strategic Plan		

## Prescott Sports Park PREFERRED MASTER PLAN

### LEGEND:

1. Vehicular Access / Egress
2. Parking Area
3. Natural Turf Soccer Field (x2)
4. Natural Turf Mini-Soccer Field (x2)
5. Tennis Courts (x2)
6. Pickleball Courts (x4)
7. Multi-Use Court (x1)
8. Skate Park (Prefabricated)
9. Fitness Loop (500m)
10. Outdoor Fitness Area
11. Playground
12. Softball Diamond (x1) – Natural Turf
13. Dogs Off-Leash Area
14. Open Lawn Area (with Shade Structure)



Throughout the design process we have been mindful of the funds available and the number of activities to be included. This concept above includes the following:

- 2 full sized Natural Turf soccer fields
- 2 mini sized Natural Turf soccer fields
- 2 tennis courts which would be painted for both tennis and pickleball
- 4 pickleball courts
- 1 Basketball / Multi Use Court
- Skate Park
- Fitness Loop
- Outdoor Fitness Area
- Playground
- Softball diamond
- Off-Leash Dog Park
- Open lawn area (could be developed into lawn bowling in the future)

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To undertake all of the work in one phase is estimated to be considerably higher than the \$500,000 currently allotted for the outdoor amenities and activities. By focusing on the southern areas which include the largest user groups and those activities with the most interest.

### Phase 1

- 2 full sized Natural Turf soccer fields
- 2 tennis courts which would be painted for both tennis and pickleball
- 4 pickleball courts
- 1 Basketball / Multi Use Court
- Skate Park
- Fitness Loop
- Dog Park (temporary by using the fencing from the current dog park)

### Prescott Sports Park

### PREFERRED MASTER PLAN – PHASE 1

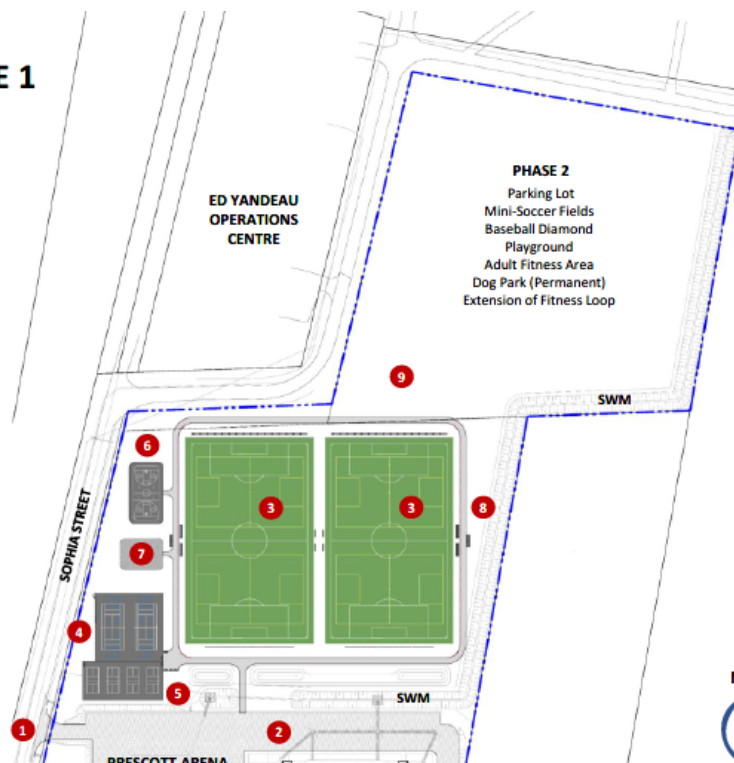
CONSTRUCTION: 2023  
OPEN FOR USE: 2024

#### LEGEND:

1. Vehicular Access / Egress (Existing)
2. Parking Area (Existing)
3. Natural Turf Soccer Field (x2) – Natural Turf
4. Tennis Courts (x2)
5. Pickleball Courts (x4)
6. Multi-Use Court (x1)
7. Skate Park (Prefabricated)
8. Fitness Loop (500m)
9. Dog Park (Temporary)

#### POTENTIAL FUTURE WORK ITEMS:

- Electrical Service / Lighting
- Water Service
- Irrigation System





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Strategic Plan		

By focusing on the southern portion only, the arena parking lot can be utilized for these activities.

The plan is to start the work in 2023 and finish in 2024. The soccer fields would be completed in 2024 but would not be activated until 2025 as the grass will need time to take hold before it is run on regularly.

The second phase would be undertaken in 2025 which would include the following:

- Additional Parking Lot
- 2 Mini-Soccer Fields
- Softball Diamond
- Playground
- Outdoor Fitness Area
- Open lawn area
- Extension of Fitness Loop
- Dog Park (Permanent)

In the future, as funds become available, the addition of lighting to the site can be undertaken to extend the activities into the evening hours.

### Alternatives:

Council could modify the activities and amenities included in the first phase of the Recreation Complex outdoor areas or the layout.

### Financial Implications

There is \$500,000 allocated to the Phase II Recreation Complex for outdoor activities and amenities. The tender will be developed in a way that will define the base items to be included and then provisional items that can be considered if there are dollars remaining in the budget.





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**Environmental Implications:**

A large portion of the outdoor activities and amenities are being designed to encourage active transportation and physical activity across a diverse range of abilities and ages. Outdoor activities tend to have a lower carbon footprint than indoor activities.

**Attachments:**

- Recreation Complex – Preferred Master Plan

*Submitted by:*

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Samantha Joudoin-Miller,  
Manager of Community Services

*Submitted by:*

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Nathan Richard,  
Director of Operations

*Submitted by:*

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Matthew Armstrong,  
Chief Administrative Officer and Treasurer

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

## STAFF REPORT TO COUNCIL

Report No. 46-2023

**Date:** June 19, 2023

**From:** Samantha Joudoin-Miller, Manager of Community Services

**Re:** Ice Allocation Policy

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### Recommendation:

That Council approve the proposed Ice Allocation Policy to be implemented for the 2023/2024 Ice Rental Season.

### Background / Analysis:

The proposed Town of Prescott Ice Allocation Policy serves as a framework for the Town of Prescott's Ice Allocation processes and user expectations. The goal of this policy is to promote and encourage participation in activities to the overall benefit of the community.

The policies identified in this document establish and clarify the Town's responsibility for ice allocation and administration. The Town is committed to the following:

1. Managing fiscally responsible arena operations;
2. Facilitating new revenue generating opportunities;
3. Promoting Fairness, Equality and Accessibility;
4. Processing tournament, special events and seasonal ice permits;
5. Providing excellence in customer service;
6. Promoting healthy living and access to Town programs including public skating;
7. General administration and office requirements;
8. Enhancing the quality of life for all residents; and
9. Providing safe facilities.

		Date Req'd
Information Purposes		
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Strategic Plan		

The objective of this policy is to manage the process for allocating and distributing the usage of the ice surface at the Alaine Chartrand Community Centre. The policy defines “Categories of Use” and the order of consideration for allocation of ice. The policy also defines the Town’s authority to ensure that new Community Organizations that offer a needed activity are provided access to ice according to their “Category of Use”.

Finally, the policy serves to ensure Town By-laws, health and safety requirements, and rules, regulations & conditions of use are being followed by all users of the Alaine Chartrand Community Centre.

Staff researched several other municipal ice allocation policies, including but not limited to the Town of Gananoque, the City of Kingston, and the City of Brockville. The proposed policy was built to reflect what is believed to be relevant to the Town of Prescott, residents and users of the facility.

All regular users of the Leo Boivin Community Centre were offered their same time slot that they had from the 2016/2017 season at the new Alaine Chartrand Community Centre for the 2023/2024 season. Several requests have come from users for changes to the ice times that were initially offered. This proposed policy has since been developed to set guidelines and parameters for finalizing ice times and to provide a framework for ice allocation moving forward.

#### **Alternatives:**

Council could choose not to approve the Ice Allocation Policy. Council could request a longer timeline to review and provide feedback regarding the proposed Ice Allocation Policy.

#### **Financial Implications:**

None

#### **Attachments:**

- Draft Town of Prescott – Ice Allocation Policy



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	June 19 '23
Strategic Plan		

*Submitted by:*

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Samantha Joudoin-Miller  
Manager of Community Services



**Policy Type: Recreation**

**Policy #: R-ACCC-01**

**Approved by Council on:**

## **Ice Allocation Policy**

### **Policy**

The Town of Prescott's goal is to promote and encourage participation in all sports, activities and events for the overall benefit of the community. This policy is established to clarify the Town's responsibility for allocating and administering ice time use of the Alaine Chartrand Community Centre (ACCC).

### **Goals**

The following goals for recreation in Prescott are intended to be high level, directional statements that guide the overall context for the development of recreation facilities, programs and services for residents of the Town. The goals as per the Recreation Master Plan for the Town of Prescott are as follows:

1. A healthy and active community.
2. Recreation is accessible by all.
3. Connected open space network through active transportation and trail linkages.
4. Multi-functional and multi-generational facilities, spaces and program opportunities.
5. Recreation facility investment and renewal.
6. Maximize partnerships for access to facilities and programs.

### **Purpose of Ice Allocation Policy**

The policy and guidelines contained within will serve as a framework for the Town of Prescott's Ice Allocation process. The goal of this policy is to promote and encourage participation in activities to the overall benefit of the community.

The policies identified in this document establish and clarify the Town's responsibility for ice allocation and administration. The Town is committed to the following:

1. Managing fiscally responsible arena operations;
2. Facilitating new revenue generating opportunities;
3. Promoting Fairness, Equality and Accessibility;

4. Processing tournament, special events and seasonal ice permits;
5. Providing excellence in customer service;
6. Promoting healthy living and access to Town programs including public skating;
7. General administration and office requirements;
8. Enhancing the quality of life for all residents; and
9. Providing safe facilities.

## Scope

This Policy applies to anyone booking ice time at the Alaine Chartrand Community Centre.

## Objective

To manage the process for allocating and distributing the usage of the ice at the Alaine Chartrand Community Centre.

Define “Categories of Use” and the order of consideration for allocation of ice.

Define the Town’s authority to ensure that new Community Organizations that offer a needed activity are provided access to ice according to their “Category of Use”.

Ensure Town By-laws, health and safety requirements, and rules, regulations & conditions of use are being followed by all customers of the Alaine Chartrand Community Centre.

## Definitions

In this policy, the following terms have the meanings set out below:

**“ACCC”** refers to the Alaine Chartrand Community Centre

**“Block Users”** refers groups that use an ice facility on a weekly basis for an entire season. Examples are men’s/ women’s hockey leagues, pick-up hockey groups, etc.

**“Community Use”** refers to programs sponsored directly or indirectly by the Community Services Department and are designed for general use by the public, i.e.: public skate, parent and tot, shinny, etc.

**“Ice Provider”** refers to the Town of Prescott, Community Services Department, which manages and operates the ACCC Arena.

**“Ice Users”** refers to the organization/individual who holds the ice booking

**“Minor Sporting Groups”** Non-profit organizations operated by volunteers whose membership is comprised of youth 18 years and under.

**“Occasional and Individual Users”** are defined as organizations or individuals that use ice time with the intent of using the ice for recreational skating or hockey play. Church groups, youth associations, and individuals are among this group.

**“School Board”** refers to elementary and secondary schools renting ice for students whether for elective, intramural or competitive use within the boundaries of South Grenville.

## **The Ice Provider**

The mandate of the *Ice Provider* is to provide a variety of leisure opportunities for all Town of Prescott and area residents. To this end, programs or initiatives such as Public Skating, Adult Skating, Senior Skating, Parent and Tots Skating and Special Holiday Skating Sessions are recognized as a high priority within the Ice Allocation Policy.

The *Ice Provider* believes that, given its obligation and responsibility for ice allocation, it is imperative that it be administered in a fair and equitable manner to the residents of Town of Prescott. The public at large, current user groups and all future user groups need to be considered fairly in the allocation of available ice on an annual basis.

The *Ice Provider* will allocate sufficient time for ice maintenance activities to ensure ice surfaces are maintained to industry standards/guidelines. Providing users with a safe skating surface is a high priority.

It is acknowledged that all categories of user groups may experience cancellations or adjustments to their weekly ice allocation over the course of their seasonal permit to accommodate approved events from other Community Group programs.

## **Ice Provider Management**

The *Ice Provider* will responsibly manage its ice resources to ensure optimum usage and programming, to reflect municipal directives, to minimize risk and operational issues, as well enhance fiscal health to allow for timely and effective infrastructure updates.

On an annual basis, the Ice Provider will communicate with ice facility provision partners and users to review, define or confirm the Town’s ice season, hours of operation, ice pad use and restrictions, facility closures,

holiday operating hours, prime and non-prime time hour's definitions and ice capacity calculations. The results will enable the *Ice Provider* to update related portions of this document, arena operations calendar, ice management schedule and critical dates.

## **Key Principles in Ice Allocation**

There are many key principles in the determination of ice time allocation such as age, gender, residency, economic impact, revenue generation, number of hours requested, customer history, special events and extraordinary cases. The *Ice Provider* has the responsibility to manage the allocation and distribution of ice on an annual basis to reflect registration, utilization and anticipation patterns, in addition to applying municipal, provincial and federal directives where required.

## **Ice Allocation and Distribution**

On an annual basis, the *Ice Provider* will develop an Ice Distribution Matrix that best reflects the expressed needs of the users and application of this Policy's directives and guides.

Ice will be allocated utilizing the following priority groups:

### **1. Town of Prescott Recreational Ice Programs**

The *Ice Provider* ensures residents access to recreational ice opportunities through a variety of programs. These programs provide low-cost access to recreational skating opportunities organized through the Recreation and Community Development Department. Opportunities include public skating, senior skates, and parent and tot skate. Programs are provided in response to resident demand.

### **2. Minor/Major Sporting Groups**

Minor Sporting Groups applies to youth organizations based out of the Town of Prescott and is dedicated primarily to minor sports (18 years of age and under). For example, SGMHA, PFSC, Rideau St. Lawrence Kings, Upper Canada Cyclones, SGR JR/SR

### **3. Tournaments and Special Events**

The *Ice Provider* supports special programs like tournaments and special events. These programs provide revenue generating opportunities to both the program organizer and the Corporation of the Town of Prescott. There are also economic spinoffs throughout the communities at large.

Special events may not be limited to competitions and may include events such as trade shows or exhibitions. Typically, tournaments and special



event ice time is allocated above and beyond group's regular seasonal allocation.

#### **4. Block Users**

Groups in this category are defined as groups that use an ice facility on a weekly basis for an entire season. Examples are men's/ women's hockey leagues, pick-up hockey groups, etc. Prescott Aces, Prescott Blades, Prescott Oldtimers, Kinsmen Club of Prescott, etc.

The *Ice Provider* wishes to recognize long-term clients. The grandfathered status will provide existing clients (prior to the 2017-2018 ice season) access to historical ice (same or similar date or time blocked) to all block users that have had the same hour(s) for two or more consecutive years from the current year.

The *Ice Provider* reserves the right to change the ice allocated to grandfathered clients when facility closures or restrictions must be applied, when ice schedules negatively influence operational/program efficiencies and resident demands or to meet minor sport requirements. In these circumstances, every attempt will be made to find an equitable ice time replacement.

If a designated "grandfathered" permit holder disbands or fails to apply for ice in consecutive ice seasons, they will lose their "grandfathered" status. If they reapply in a subsequent ice season, they will be treated as a new client. The 'grandfathered' designation is not transferable.

#### **5. Occasional and Individual Users**

Groups in this category are defined as organization or individuals that use ice time with the intent using the ice for recreational skating or hockey play. Church groups, youth associations, individuals are among this group.

#### **6. School Board**

School groups that are using ice time as part of the Physical Education program, team practices or games or recreational skate.

## **Ice Booking Process**

1. The Ice Rental Request Form will be made available to user groups on June 1st.
2. Request Forms are to be completed and submitted to the Manager of Community Services by July 1st.

3. All Block booking and special event dates shall be allocated and confirmed no later than August 31<sup>st</sup> each year by the Community Services Department.
4. Each user group will be provided with a rental permit detailing their respective ice time(s). User groups are required to sign and return the rental permit acknowledging confirmation of their allocated ice time by September 15<sup>th</sup>.
5. To allow for league scheduling and unforeseen amendments, all Season users will be able to make **one** amendment to their confirmed Season permit(s) prior to **October 15** without the administration charge being applied. (Minimum 30 days' notice).

Note: No ice time shall be scheduled for a new ice season until all outstanding financial commitments have been paid in full.

## Conflict Resolution

Conflicts that arise from the development of the ice scheduling system will be evaluated by the *Ice Provider*. The conflicts identified will be brought to the attention of each specific group that is affected. Individual discussions will ensue between the *Ice Provider* and each user group in question to find a resolution to the situation. The *Ice Provider* will act as a mediator to monitor the discussions. In the event that no resolution can be reached with mediation, each group will submit in writing, the rationale for their requirement of the ice time conflict.

Along with the information provided, consideration will be given to the following factors:

- The degrees to which the user group ice time requests have been met, apart from the ice time request in conflict;
- Sport(s) requirements of the groups involved, including requirements of governing sport bodies and logistics involved;
- User group historical ice allocation;
- The age of the user group as it relates to the period of ice time in conflict; and
- In the event that the conflict cannot be resolved in this manner, the final decision will fall on the Ice Provider.

## Permit Amendments/Cancellations

The *Ice Provider* has the right to control all ice distribution, and use of, for the duration of the permit. Controls must be in place to minimize the negative

impacts that unused, returned, amended and cancelled ice can have on arena operations and its clients.

### **Permit Cancellation**

All events are subject to the terms and conditions within this policy. When an arena rental permit has been signed, the Ice Allocation Cancellation Policy comes into effect. Upon ice being allocated and confirmed by the user group, all individual rental cancellations from October 15th to March 15th shall be administered in the following manner;

In the event the user cancels a booking, the following cancellation fee(s) will apply:

- When notice of intent to cancel is received by Town of Prescott Community Services staff with 30 days or more notice, no financial responsibilities shall exist.
- When notice of intent to cancel is received by the Town of Prescott Community Services staff with 29 days or less notice, 100% financial responsibility shall exist, unless the cancelled ice is rented to another user by or through the Manager of Community Services.

There is a penalty free cancellation period for minor youth organizations and the Senior C Club to release booking times with no penalty until October 15th.

Playoffs: Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to The Town of Prescott on the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge of 100% of the rental rate.

### **Transferred Ice/ Ice Trades/ Sub-Leased Ice**

The Town of Prescott is the sole permit authority for all ice times. The Town must be aware of and be able to control the intended use of all ice permitted within its facilities **at all times**. The practice of occasionally transferring ice, trading ice or sub-leasing ice **between permit holders** is acceptable upon **advance** written notification and forwarding of related schedule updates to the department of Community Services.

It is recognized that last-minute changes to the intended use of the ice may occur under rare, infrequent and unforeseen circumstances however the department of Community Services must be notified by the permit holder, even after the

occurrences. Failure to notify the department of Community Services will result in termination of the permit and cancellation of future bookings.

### **Inclement Weather**

Cancellations due to extreme weather conditions will not be charged a cancellation fee however the user is required to contact the Manager of Community Services or Designate in advance to advise of the cancellation within 3 hours of their rental in regards to inclement weather. Should the Town of Prescott not be contacted, cancellation fees will apply.

### **Permit Cancellations and Rescheduling by the Ice Provider**

The *Ice Provider* reserves the right to reasonably postpone, reschedule or cancel any permitted activity due to justified circumstances and must do so in writing no later than 5 days prior to the date required. The *Ice Provider* through the Community Services Department reserves the right to cancel any ice time for the just cause where in the event of mechanical or facility breakdown, emergency situation, gross policy violations or when facility rules have been breached and will notify any renters regarding the postponement of their ice.

Where postponement or rescheduling cannot be mutually coordinated, the permit holder affected will receive a full refund/credit for the time owing.

## **Administration Management**

### **Group Representation**

In order for the *Ice Provider* representatives to effectively serve their customers, all groups are asked to elect no more than two representatives to serve as liaison between the *Ice Provider* and their group. All communications between the group and the *Ice Provider* should, at all times, be channeled through each group's representatives.

### **Standard Hours of Operation**

Standard hours of operation for the ice rental at the facility are Monday to Friday 2:30 pm to 11:30 pm, and Saturday and Sunday 8:00 am – 11:30 pm.

The arena facility will be closed on the following statutory holidays: Christmas Day and New Year's Day.

The opening of the facility on statutory holidays or beyond established operating hours (as defined by this Ice Allocation Policy), will be considered only if the applicant agrees to pay all fees, including staff costs related to

opening and pending the availability of staff. All reasonable requests will be reviewed and responded to. Application does not guarantee approval.

## **Processing and Management of Tournaments and Special Events Applications and Permits**

The *Ice Provider* recognizes the significant positive impacts that tournaments, special events and championships can provide to the community. The *Ice Provider* is committed to achieving a balance between recreational and tournament/special events throughout the year, including the fall/winter ice season.

Consideration to schedule special events and tournaments:

1. Events will be given dates as similar as possible to previous years.
2. An existing group can ask for a different date for their event as long as that event does not conflict with another organization's event date.
3. When a user group cancels their tournament, all ice users and applicants including tournament organizers will be informed by email or telephone of the opportunity to implement a new tournament or rent ice.
4. Staff will evaluate tournament requests based on the following criteria:
  - a. Impact on regularly scheduled resident user groups
  - b. Days and time requested
  - c. Overall financial impact to arena operations
  - d. Economic development for the Town
  - e. Relationship to the Town
  - f. All criteria will be considered, and with everything being equal, priority will be given to resident organizations

## **Ice Permit Terms and Conditions**

### **Payment**

For single use rentals, payment for permits must be received 14 days in advance of the start of the bookings. With the exception of Ticket Ice permits where payment is required at rental time. If the rental is booked less than 14 days prior to the date of rental, payment is required immediately.

The user agrees that ice accounts must be paid within 30 days of invoicing. If payment is not received, the user's contract becomes null and void and further ice times will not be allotted. Invoices will also reflect the cost of any repairs due to damage to any part of the facility caused by the user or its members. Payments will be accepted through the online booking platform,

cheque, cash or debit. Cheques should be made payable to the Town of Prescott.

Permits issued to a permit holder may be revoked by the *Ice Provider*, if, in the sole opinion of the *Ice Provider*, the permit holder fails to comply with the terms and conditions of the permit or any provision in this policy or for any other reason that the *Ice Provider* deems appropriate.

### **Unused Ice**

Affiliated customers are not permitted to book ice that will go unused except for the purpose of ensuring that sufficient ice time is available, as a contingency, to prevent a curfew situation for tournament or league/playoff games.

### **Insurance Requirements**

The organization shall, at all times during its allocated ice time in Town of Prescott Recreational Facilities, arrange, pay for and keep in force and in effect Comprehensive General Liability Insurance on an “occurrence” basis including personal injury, bodily injury and property damage protecting the Corporation of the Town of Prescott, its elected Members of Council, its employees, agents and contractors (hereinafter “Released Persons”) and the organization against all claims for damage or injury including death to any person or persons, and for damage to any property of the Released Persons or any public or private property, howsoever caused including damage or loss by theft, breaking or malicious damage, or any other loss for which the Released Persons or the organization may become liable resulting from the organization’s use of ice time in Town of Prescott’s Recreational Facilities. Such policy shall be written with inclusive limits of not less than Two Million Dollars (\$2,000,000), shall contain a cross liability clause, a severability of interest clause, shall be primary without calling into contribution any other insurance available to the Released Persons as additional insured parties. The Corporation of the Town of Prescott must be named as additional insured.

The organization (for itself and its insurers) shall release each of the Released Persons and waives any rights, including rights of subrogation; it may have against them for compensation for any loss or damage occasioned by the organization or loss of use of property of the Purchaser.

The organization shall provide certificates of insurance evidencing the coverage as required above to the department of Community Services upon ice time confirmation by the department of Community Services, which certificates shall include the obligation on the part of the issuer of the certificates to endeavour to provide thirty (30) days written notice of cancellation to the certificate holders.

Upon expiry, documents of renewed coverage are again to be provided and the organization will make policies available to the Town for review from time to time and in the event of a claim.

## **General**

Rental time is the actual time booked for the ice surface. Ice time is based on a 50 minute hour with the final 10 minutes of booked ice being dedicated to resurfacing the ice.

The user may have use of the following: ice surface, score clock, assigned dressing rooms and officials' room.

The Town of Prescott strongly recommends that CSA approved safety equipment including head, eye/facial protection be worn by all participants.

Any damage done as a result of vandalism or misuse of the facility by the user shall be charged against the User. It will be up to the user to gain restitution from visiting clubs/organizations. The Town of Prescott's Community Services will invoice the user group accordingly.

The facility is a smoke free building. Smoking and vaping are not permitted on the outdoor grounds of the facility within 20 metres of the perimeter of the grounds. Any person or user group that contravenes will be liable to lose their permit(s).

Alcohol is not permitted on the premises unless through an approved special occasion permit issued by the Alcohol and Gaming Commission of Ontario. Any person or team that contravenes will be liable to lose their permit(s).

Patrons entering these premises voluntarily assume all risks and dangers incidental to any and all events.

Any participant injured or in need of medical attention is required to report the incident to the Facility Operator on duty at the time of the incident.

At any time the facility staff feels that an unsafe ice condition may exist, the user may be asked to leave the ice surface until the ice surface is deemed safe. If this occurs and the permit must be forfeited, a refund will be given.

## **Curfew Ice**

The *Ice Provider* reserves the right to curfew any games, including tournament games, to maintain the schedule submitted. It is the responsibility of the user to inform the *Ice Provider* of any special requirements regarding curfews at the

time the schedules are submitted. It is the responsibility of the user to ensure all ice required is booked prior to on-ice activities.

Hours scheduled will be strictly adhered to in an effort to maintain a consistent and efficient ice-time operation; thus, all users will be expected to vacate the ice surface at the scheduled time, regardless of encountered time delays. Should extenuating circumstances occur to cause a delayed ice schedule, the resulting rental completion time will be at the discretion of the Community Services personnel.

### **Dressing Rooms**

Alcohol is not permitted on the premises unless through an approved special occasion permit issued by the Alcohol and Gaming Commission of Ontario. Failure to comply will result in the following:

- First offense - written warning
- Second offense - will be liable to lose future permit(s)

Dressing rooms will be provided a minimum of 30 minutes prior to the rental time and shall be vacated within 30 minutes after rental. If rooms are not vacated by 30 minutes additional charges may be applied.

Dressing room assignment is at the discretion of Community Services personnel. If special arrangements are required, a request should be forwarded to the Manager of Community Services.

Dressing room keys will be left in the dressing room. It is the user's responsibility to lock the dressing room when going on the ice. The *Ice Provider* will not be responsible for stolen items at the facility.

Dressing rooms are to be left in the same or better condition as was provided. The assistance of the user groups is appreciated.

### **Ice Resurfacing**

The user shall keep off the ice during the scraping and flooding and shall not go on to the ice until the resurfacing unit is completely off the ice and the ice resurfer door is closed. If this procedure is not followed, the Facility Operator will discontinue flooding or shoveling snow and leave the ice as is until everyone has cleared the ice surface.

All ice resurfacing (floods) will be at the discretion of the Community Services Department personnel, not the facility user; and to be pre-determined well in



advance of the rental by said personnel. This policy will be in effect for both practice times/schedules and during/following all games. Should ice resurfacing not be required between two practices, the 10-minutes resurfacing shall be evenly split between the departing and arriving users, wherever possible.

### **Auxiliary Spaces Use**

Organizations utilizing the facility will be responsible for spectators attending their event, including admission, conduct and control. The level of security and supervisors of spectator control deemed necessary shall be determined by the Community Services personnel and it will then be mandatory for the renting organization to provide the required persons at their cost.

All requests for auxiliary facilities and services must be arranged well in advance of the event with Community Services Office and will be subject to rental fees as outlined in the Facility and Services Rental Rates, (i.e. tables/chairs, p.a. system, music, boardroom, etc.).

Arrangements must be made through the Community Services Office for the use of lobby/foyer space, fitness room and community rooms (i.e. admissions, souvenir sales, food/beverage services, etc.)

### **Summer Ice**

If ice is available, requests for summer ice are on a first come first serve basis.

### **Signing of Permit**

No person under the age of 18 shall be the signing authority of the Ice Rental Permit. The individuals who use the facility will conduct their behavior in a positive fashion and be under the immediate supervision and control of the individual who undertakes the responsibility to rent the ice surface.

The person(s) signing the Ice Rental Permit accepts the applicable responsibility of communicating these terms to all persons involved with the user and / or the user's guests or opponents (if applicable).

The persons signing on behalf of the team / organization must be confirmed authorized signing officers for said team / organization.

Failure to abide by the agreed stipulations as verified by the following signatories may result in forfeiting current and/or future ice rentals at the Alaine Chartrand Community Centre.

## **Ticket Ice**

In an effort to optimize the use of the ice, the Ticket Ice program has been developed to allow a low number users to make use of the ice when it is not booked.

1. Ice can be booked up to 72 hours (3 days) in advance for unbooked ice times during the standard ice rental hours.
2. Must book in advance – cannot just show up
3. Bookings must be a minimum of one hour
4. Booking must be made by an individual 18 years of age or older.
5. Ice rental permit must be signed and payment received before rental occurs.
6. If someone else would like to book the ice for the full rate, Ticket Ice rental gets bumped
7. Payment must be made by the renter before they go on the ice.  
The renter is responsible for collecting the rental fee in its entirety and paying Community Services personnel.
8. If there is only 1-6 skaters the cost will be \$62.50 per hour + HST.
9. If there are 7-11 skaters it will be \$10.00 per person per hour + HST
10. If there are 12 or more skaters the rental fee will be the regular rate +HST.
11. Community Services personnel have the right to accept or deny Ticket Ice Rental request.

## **Rates and Fees**

The Ice Provider has a responsibility to make recreation accessible to the community and at the same time operating the facilities in a way that is fiscally responsible. Arena rates and fees are reviewed annually and recommended to the Town of Prescott Council for approval.

ACCC Facility Rates - Effective April 1, 2023 – March 31, 2024			DESCRIPTION	Rates	HST	Total Fee
<b>Ice Rental</b>	Prime Youth Rate	(applies all season to youth organizations based out of the Town of Prescott)  (Monday to Friday, 4:00 pm - 11:30 pm, Saturday & Sunday 8:00 am - 11:30 pm)		\$165.00	\$21.45	\$186.45
	Prime Adult Rate	(Monday to Friday, 4:00 pm - 11:30 pm, Saturday & Sunday 8:00 am - 11:30 pm)		\$195.00	\$ 25.35	\$220.35
	Non-Prime Rate	2:30 pm to 4:30 pm Monday to Friday		\$125.00	\$ 16.25	\$141.25
	Ticket Ice	Based on Number of participants				
<b>Room Rental</b>	Community Room 1	(Per Hour Rental Fee applies all season)		\$20.00	\$2.60	\$22.60
	Community Room 2	(Per Hour Rental Fee applies all season)		\$20.00	\$2.60	\$22.60
	Fitness Room	(Per Hour Rental Fee for a group applies all season)		\$20.00	\$2.60	\$22.60
	Fitness Room	(Per Hour drop-in fee applies all season)		\$5.00	\$0.65	\$5.65

### Ice Allocation Policy Review and Update

The Ice Allocation Policy will be reviewed on a regular basis and initiated by the Community Services Department. The Community Services Department has

the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approaches.

DRAFT

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## STAFF REPORT TO COUNCIL

Report No. 47-2023

**Date:** June 19, 2023

**From:** Nathan Richard, Director of Operations and Matthew Armstrong, CAO/Treasurer

**RE:** Flood Protection - Water Treatment Plant

---

### Recommendation:

That Council direct Staff to obtain detailed engineering for the Water Treatment Plant seawall upgrades to improve flood protection of critical components of the plant and submit the required permits for the project.

### Background/Analysis:

During the spring of 2017 and 2019 the St. Lawrence River water levels were extremely high. The river water height became uncomfortably close to two critical items on the Water Treatment Plant (WTP); the backwash overflow structure and the clearwater tank overflow which are physically situated on the grounds between the building and the waterfront.

The Town retained Riggs Associates Ltd., which is a hydrotechnical engineering firm that specializes in waterfront rehabilitation work. Riggs Associates provided the Town with a survey assessment of the property (on land and underwater) and an analysis of the river water heights and wave action that could occur in conjunction with remedial concepts for potential surface flooding at the water treatment plant.

The report delineated the current surface flooding risk of specific WTP structures due to St. Lawrence River high water levels with wave uprush and reviewed concepts for potential solutions. Flood risk has been assessed based on a 100-year St. Lawrence River water level and a 100-year wave condition. As such, the conditions assessed are extreme in nature and do not reflect typical conditions at the site on a year-to-year basis. However, in 2017 and 2019 both conditions were nearly met, and climate change is expected increase their prevalence.

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## Water Treatment Plant – Seawall Pictures



Photo 3: View from corner of parapet looking NE



Photo 4: Existing armour stone on SW shoreline



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## Water Treatment Plant – Seawall Pictures



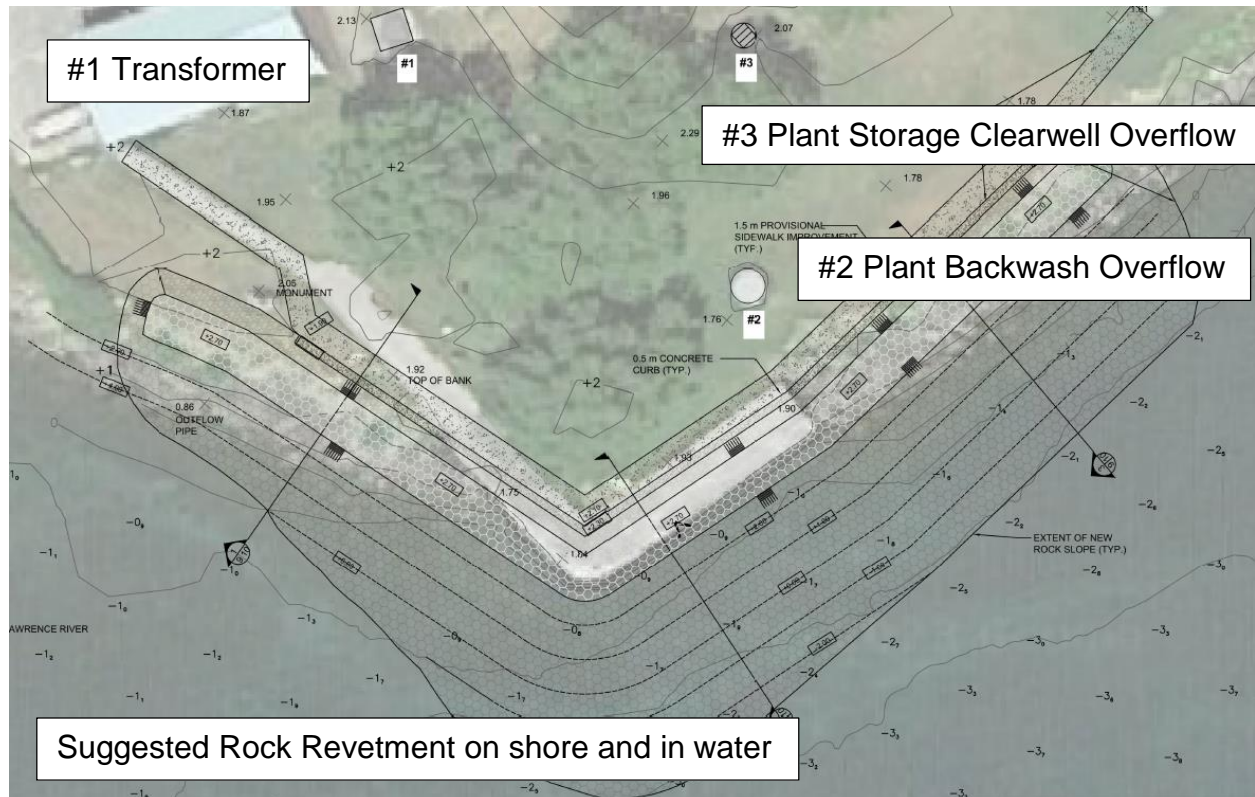
Photo 7: Existing concrete parapet, SW face



Photo 8: Existing concrete parapet at armour stone transition, SE shoreline

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## Water Treatment Plant - Waterfront Aerial



## Project Scope

The analysis included reviewing the plant property and the site characteristics, along with wind and wave conditions with coinciding high-water levels. The main item that can produce the most damage is wave uprush which occurs when the water levels are the highest accompanied by a large windstorm producing unusually high and powerful waves.

The three points of interest that were investigated were two overflow components and the main plant electrical transformer which are all positioned on the ground in the plant's riverside yard. The backwash tank overflow elevation was close to the water levels in 2019 and cannot be elevated for protection. This structure relies on gravity to empty overflowing tanks. The WTP storage Clearwell overflow also needs to be protected from high water levels.



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While the majority of the revetment slope appears to be in relatively good condition, erosion along the crest implies local wave uprush and overtopping of the revetment rock.

Underwater video revealed large sections of the footing for the concrete wall on the southeast shoreline to be washed out, with exposed timber cribs and blocking.

The surface of the concrete underwater is very pitted and eroded, exposing more rebar reinforcement and cribbing structures. There is substantial weathering and pitting on the vertical face and deck of the concrete. The general alignment and verticality of the parapet does not seem to be significantly affected at this time. Considering the condition of the foundation of the wall it is expected that continued erosion could lead to further degradation and eventual failure.

Given the current state of the shoreline structures with the undermining of the concrete seawall and erosion of the top of the slope along sections of the rock revetment, there is a need to rehabilitate the existing shoreline protection. The extent of the undermining observed at the concrete seawall would suggest that the structure has exceeded its service life. It is also apparent that erosion of the top of the bank has required some recent repair work.

### **Remedial Measures**

A rock revetment option has been suggested as a method of protecting the existing seawall while adding flood mitigation to the critical components of the Water Treatment Plant. This involves the buildout of a rock slope in the water offshore of the existing seawall. The work would involve adding 2 layers of 500kg armor rock to the shoreline which will bring the height of the wall up about 1 meter above the current seawall. See the sample cross-section below.

There could still be some overtopping of the revetment during the 100-year water level with 100-year wave conditions, but volumes would be significantly reduced, and the propagation of waveforms would be mitigated.

The in-water work will require a Request for Review from Fisheries and Oceans Canada (DFO) and would require permitting considerations by the South Nations Conservation Authority (SNCA), Ontario Ministry of Natural Resources and Forestry (MNR), and Transport Canada. General review and common concerns from these agencies would be fish habitat (riverbed) coverage, filling within the floodplain, and navigability.

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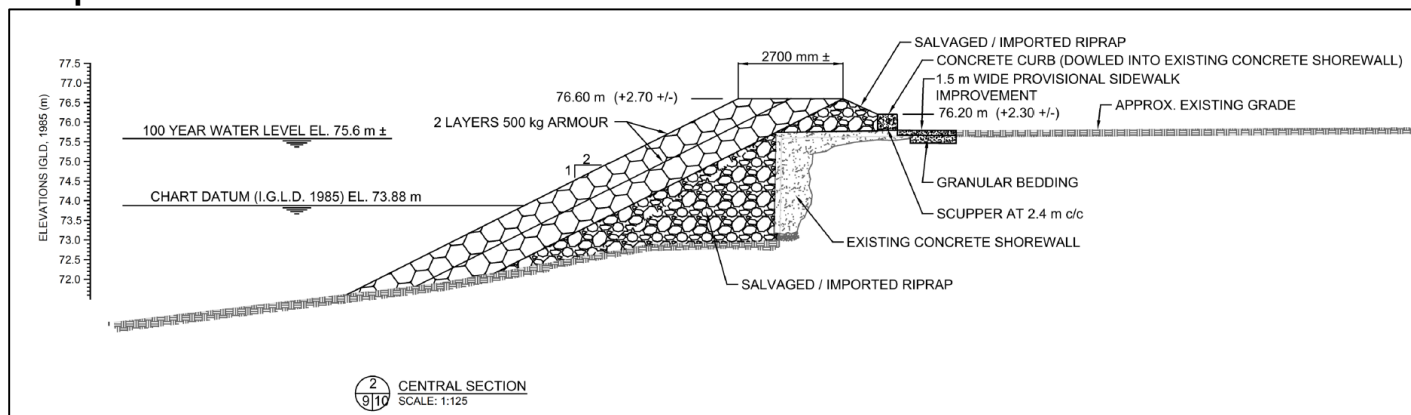
Project approval timing is estimated to be about 3 months for permitting once submissions are made assuming there are no significant complicating factors.

Typical timeframes for permitting in-water work are July 15 to September 15. Depending on the local fish habitat and spawning, extensions can be provided to work outside of these dates, however, this is only authorized by the MNRF.

The transformer is found to be within the wave uprush zone, but observed flooding of the low lift pump via electrical conduits is expected to be a condition that may be impacted by both surface flooding and high groundwater elevations associated with river levels. At the transformer pad, the rock revetment rehabilitation will protect against wave uprush in this region but would not address high groundwater potential. The apparent primary issue of groundwater intrusion is beyond the scope of a shoreline repair issue and may be best addressed through measures to waterproof the conduits.

The project would also involve the reconstruction and extension of the existing concrete sidewalk along the waterfront. The sidewalk would go from the west side of the Water Treatment Plant to the boat parking.

### Sample Cross Section of Rock Revetment



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The estimated budget for flood protection based on the engineering overview is below and will be adjusted upon detailed engineering work.

Component	Cost
Mobilization/Site Mgmt	\$25,000
Rock Revetment	\$250,000
Curb Wall and Sidewalk	\$35,000
Detailed Engineering	\$40,000
Contingency	\$40,000
<b>Total</b>	<b>\$390,000</b>

A second option was also presented in the report however it does not address the shoreline degradation which has to be attended to in the near future and therefore is not recommended.

#### **Alternatives:**

Council could decide not to proceed with the engineering work at this time however it is not recommended as the seawall is near its end of life and the flooding could occur any year.

#### **Financial Implications:**

The Water Treatment Plant has a reserve of approximately \$950,000 which would be used to complete this work to protect the plant.

#### **Environmental Implications:**

Climate change has and will result in more extreme weather events. The mitigation of flood risks to the Water Treatment Plant is a top priority to ensure the security of potable water is maintained.



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Strategic Plan		

**Attachments:**

- Prescott Water Treatment Plant – Technical Brief – Surface Flooding Assessment and Remediation Concepts

*Submitted by:*

---

Nathan Richard  
Director of Operations

*Submitted by:*

---

Matthew Armstrong  
Chief Administrative Officer & Treasurer

**Technical Brief –Surface Flooding Assessment and  
Remediation Concepts  
Prescott Water Treatment Plant  
Prescott, Ontario**



**RIGGS ASSOCIATES LTD.**  
1240 Commissioners Road West  
Suite 205  
London, Ontario  
N6K 1C7  
**June 15, 2023**

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## **1 Introduction**

This report provides an assessment of surface flooding risk at the water treatment plant (WTP) at 675 Corrine St. in Prescott, Ontario. This property is situated on the St. Lawrence River shoreline, at the intersection of Sophia Street and Corrine St., just west of Centennial Park (Figure 1). The purpose of this report is to delineate the current surface flooding risk of specific WTP structures due to St. Lawrence River high water levels with wave uprush and to review concepts for potential solutions. Flood risk has been assessed based on a 100 year St. Lawrence River water level and a 100 year wave condition. As such, the conditions assessed are extreme in nature and do not reflect typical conditions at the site.

Details of potentially flood susceptible structures have been provided by Public Utilities Commission staff at the water treatment plant. Concerns with regard to flood susceptibility are based on staff observations at the site during St. Lawrence River high water conditions in 2017 and 2019 when surface water levels approached two overflow structures on the property and water leaked into the low-lift pump station via electrical conduits connecting to the transformer immediately southeast of the pump station.

Results of flood risk assessment and potential remediation measures are discussed in the following sections.

## **2 Study Area and Site Characteristics**

Representatives from Riggs Associates Ltd. (Riggs) visited the Prescott WTP on November 28, 2022 in order to review the site and shoreline features and to complete topographic and bathymetric surveys. This data has been used in the wave runup analysis presented in Section 3. Surveyed data is supplemented with bathymetric information from the National Oceanic and Atmospheric Administration (NOAA) and Land Information Ontario (LIO). Depths within this report have been adjusted to the Prescott chart datum value of 73.88 IGLD85.

The shoreline at the Prescott WTP is presumed to be historic fill generating a small point of land extending marginally into the river. A historic aerial image of the shoreline (undated) is presented in Figure 2; this image shows a retaining wall structure forming a vertical seawall along the westerly and southerly sections of the point. Additional fill has been placed both upstream and downstream of the historic seawall with significant modification to building locations and configurations on the property. Fill materials placed subsequent to the historic image are typically protected by an armourstone revetment; these fill materials have largely buried the western portion of the historic seawall but the southerly section remains exposed. The nature and conditions of the current shoreline structures are discussed further in Section 5.



Surface Flooding Assessment and Remediation Concepts  
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The top of the sloped armour stone wall sits at elevation 75.5 m +/-, and the top of the reinforced concrete parapet sits at elevation 75.8 m +/- . The parking lot on the east portion of the site is generally at elevation 76.0 m +/- . The inland area of the shoreline consists of a packed gravel parking lot to the east, and the main building structures located between 30-50 m back from the shore. The area between the shore and the buildings is generally grassed and open, with several mature trees throughout. Select photos of the existing shoreline conditions are presented in Appendix A of this report. The current project area is shown within context of the local shoreline in Figure 3.

This site is generally exposed to wave runup due to its location on the shore of the St. Lawrence River. However, wave runup is generally expected to be greatest on the southwest portion of the shoreline as this area is subject to predominant winds over a relatively significant open water fetch along the river. Incident waves from all relevant directions have been considered in this analysis, as discussed further in Section 3.

Several inland points of interest were identified for flood susceptibility investigation due to elevated flood risk, based on consultation with the WTP staff. These points of interest are shown in Figure 4 and include:

- POI-1 is an electrical transformer box just southeast of the low-lift pump station with electrical conduit connections from below the transformer pad to the various site buildings, providing potential for groundwater ingress (as observed in the low-lift pump station in 2019),
- POI-2 is the backwash overflow structure consisting of a metal cap on a concrete riser just northeast of the concrete shorewall structure, and
- POI-3 is the clearwater tank overflow consisting of a grated cap on a concrete riser located at the toe of slope just south of the WTP building.

These structures are discussed in greater detail in Section 4.

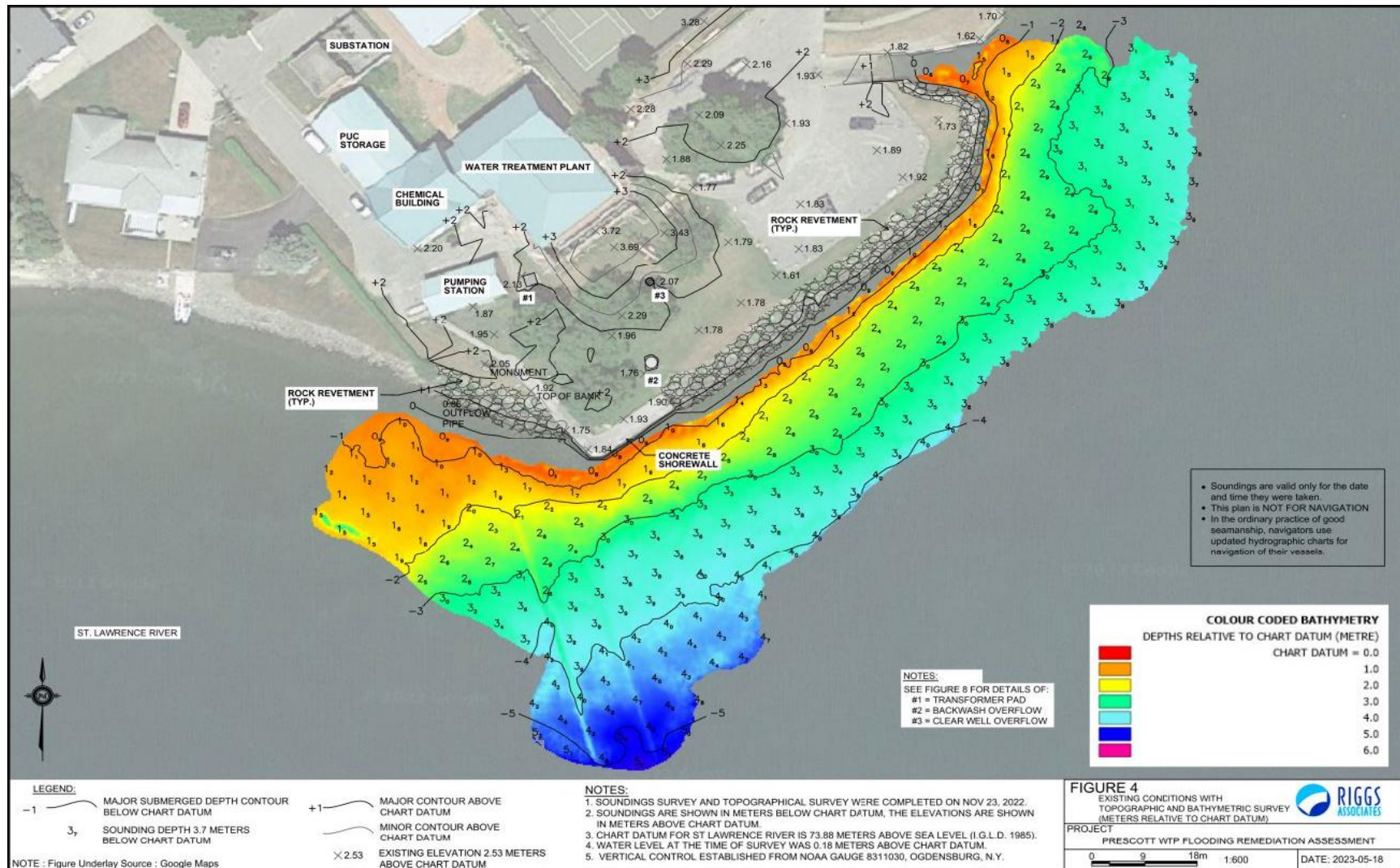




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# Surface Flooding Assessment and Remediation Concepts Prescott Water Treatment Plant





### **3 Analysis of Environmental Variables**

#### **3.1 Wind Conditions**

Wind data from January 2009 to November 2022 was gathered from the Environment and Climate Change Canada (ECCC) Brockville Climate gauge (Gauge ID: 6100970). This station is the closest to Prescott with any reasonable record length. The hourly wind speed data for Brockville was analyzed by Peak Over Threshold (POT) technique with a threshold value of 40 km/hr (11.11 m/s). By this method, wind “events” with hourly wind speeds in excess of 40 km/hr were identified for statistical analysis. The POT analysis defined a relatively large number of events for the predominant southwest direction, but limited events for the other relevant directions of interest. This is expected to be largely due to the relatively short data record (13 years) for the Brockville station.

The short Brockville wind record resulted in two deviations from our typical wind assessment protocol:

- a) Wind data from Kingston was used to assess design wind conditions for the south and southeast directions, and
- b) A 13 year wind record was used to estimate 100 year design wind conditions from the southwest. It is generally recommended that 30 years of data is required for assessment of a 100 year return period.

In order to provide context of the implications of these deviations, comparison of the Kingston and Brockville wind data was undertaken. In general, wind speeds in Kingston are greater than those at Brockville for a given wind event. Based on this fact, it is anticipated that the probabilistic wind speeds for the south and southeast directions will be conservative in nature. This is considered acceptable for this assessment as these conditions are not expected to be the governing conditions.

A comparison of probabilistic hourly wind speeds for southwest winds at Kingston and Brockville from previous work suggests a typical ratio on the order of 20.2% (i.e. Kingston design wind speeds are approximately 20% larger than Brockville design wind speeds). A comparison of peak hourly measured wind speeds for large wind events at Kingston with hourly wind speeds measured at Brockville for the same event period suggest a ratio on the order of 21.3%. This comparison suggests that the 13 year record at Brockville should not present a significant misrepresentation of the statistics.

Further adjustment of the southwest analysis was considered based on the much larger fetch from the southwest direction. Wave hindcast formula suggest that the length of fetch requires approximately 4 hours of wind stress to develop a fetch limited wave condition. Therefore, the event wind speeds for southwest Brockville wind data were estimated as the average of the highest 4 consecutive hourly wind speeds around each defined event peak. Peak hourly wind speed in each event was used in the analysis for all other directions.

Outputs from the POT analysis were binned based on an 8-point compass. This data was then analyzed using a Generalized Extreme Value Distribution to find the 100 year return period wind speeds. The 100 Year wind values are found in Table 1.

**Table 1: 100 year Return Period Wind Speeds, Prescott**

<b>Direction</b>	<b>Wind Speed (m/s)<sup>1</sup></b>
NE	15
SE	18
SW	18

Note: 1. SW Winds based on 4 hour wind events

### **3.2 Wave Conditions**

As noted in Section 1, the wave runup estimate for existing conditions is based on a 100 year wind/wave condition on a 100 year water level. Hindcast methods as per the USACE Coastal Engineering Manual 2006 have been used to with appropriate directional fetch distances to estimate 100 year design wave conditions at the site. All calculations were completed with a limiting depth of 10 m and assuming fetch-limited wave conditions. Resulting design wave height ( $H_{mo}$ ) and period ( $T_p$ ) results are presented in Table 2.

**Table 2: Fetch Limited Wind Hindcast Results**

<b>Profile</b>	<b>Wind Speed (m/s)</b>	<b>Fetch (km)</b>	<b><math>H_{mo}</math> (m)</b>	<b><math>T_p</math> (s)</b>
1	18	23.5	1.60	4.51
2	18	23.5	1.60	4.51
3	18	1.65	0.51	2.09
4	18	1.65	0.51	2.09
5	15	7.5	0.83	3.07

### **3.3 Water Levels**

For the purpose of flood risk assessment, the 100 year water level as defined for Prescott (MNR, 2001) has been used in the wave uprush analysis. The 100 year design water level in Prescott is defined as 75.6 m (IGLD 1985).

Water levels in 2017 and 2019 have been on the order of the 100 year event, and as a result would be expected to influence the statistical analyses results. There is no formal policy with respect to modification of the 100 year water levels established for the 2001 Natural Hazard Guidelines but recent assessments of water levels from Ogdensburg including the 2017 and 2019 data suggest that an updated 100 year water level would be on the order of 75.7 m. Sensitivity of wave uprush to marginally increased water levels has been included in this report, as discussed further in Sections 4 and 6.

#### 4 Wave Uprush Analysis (Flood Risk)

Wave uprush was computed for 5 profiles representing various wave approach conditions for the shoreline areas. The orientation of the profiles used in the wave uprush analyses are shown in Figure 5. Representative profiles of the shoreline approach and the onshore area along these profile lines as prepared for wave runup assessment based on the topographic and bathymetric information noted above are shown in Figure 6.

The 1-dimensional (1-D) Simulating Waves Till Shore (SWASH) model has been used in this analysis to simulate wave runup over the profiles of interest. The SWASH model solves the continuity and momentum equations to simulate free surface hydrodynamics describing unsteady, rotational flow and transport processes in coastal waters. It has been found to reproduce surf zone dynamics such as non-linear shoaling, wave breaking and wave runup.

The nearshore wave conditions presented in Table 2 were imposed on the boundary of the SWASH model for Profiles 1 through 5. The SWASH model simulates the propagation of a wave (water level) time series over the defined profile and reflects the changes in wave height due to shoaling and wave breaking as the wave series moves onto shore. Graphical representations of the results for each profile are presented in Appendix B. These plots show the water surface elevation time series at a location just offshore of the toe of slope, and at select locations over the upland area to the limit of wave runup.

As the wave propagates onto shore, there is a significant reduction in water depth, with individual wave crests propagating in a bore-like form across the upland area on minimal to negligible sustained local standing water depths. As such, the profiles in Appendix B for the most inland locations show only the remnants of the largest crests (bores) which may reach furthest inland. The wave runup limit is determined as the elevation on land where these disturbances have become negligible.

Based on the results of the SWASH simulation and assuming a “wave” at the runup limit to be anything in excess of 50 mm, the runup elevation for each of the profiles is presented below, in Table 3. These elevations represent runup due to wave attack along the direction of the profile. It should be noted that wave runup from the southwest along Profile 2 will generate wave action that will cross profile 3. This influence is not reflected in Table 3.

**Table 3: Wave Runup Elevations**

<b>Profile #</b>	<b>Wave Runup Elevation</b>
1 (SW)	76.6
2 (SW)	76.6
3 (SE)	76.0
4 (SE)	76.0
5 (NE)	76.1



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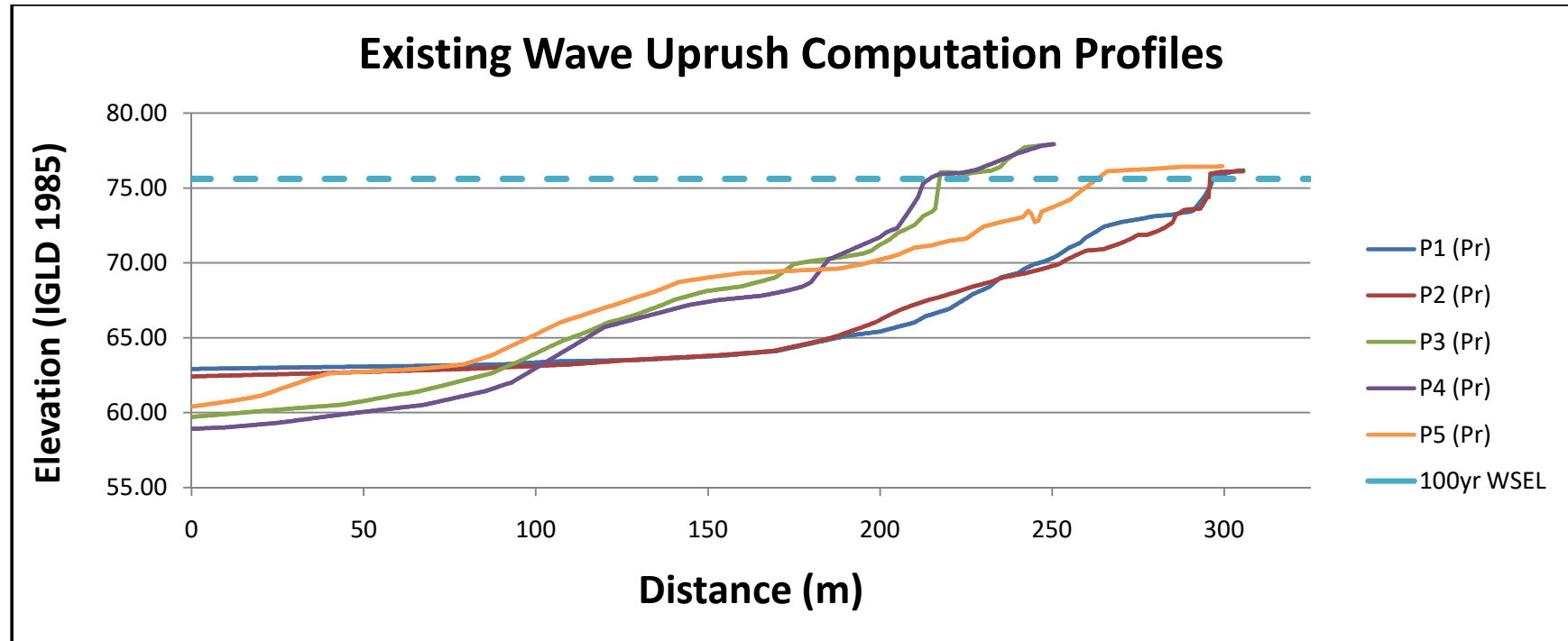


Figure 5: Wave Uprush Profiles

#### **4.1 Flood Conditions at Points of Interest**

The points-of-interest on this property were examined in detail due to concerns expressed by the Prescott WTP staff. In this investigation, topographical data was compared to the local wave uprush elevation to visually assess flood risk for each point. The local wave uprush elevation as defined for each of the points of interest would generally represent the local 100 year wave crest elevation for waves propagating over the land surface. For the most conservative analysis of flood risk, the 100 year wave direction with the greatest magnitude should be considered; in this case that is the waves generated from the southwest direction. Approximate peak wave crest elevations from the southwest direction at each point of interest are displayed in Appendix B.

Several photos of these points of interest are shown in Appendix A. The locations of these points of interest are shown in Figure 7 with specific elevation details shown in Figure 8. Relevant discussion for each location is included below.

##### **4.1.1 POI-1**

This electrical transformer is located just southwest of the low lift pumping station. It is set back approximately 25m from the southwest shoreline. The local ground elevation is approximately 75.9 m +/-, and the top of the concrete base sits at 76.0 m +/- . Wave runup profiles suggest that wave propagation along Profile 1 is significant and wave crests as high as 76.6 m could be relevant under extreme conditions.

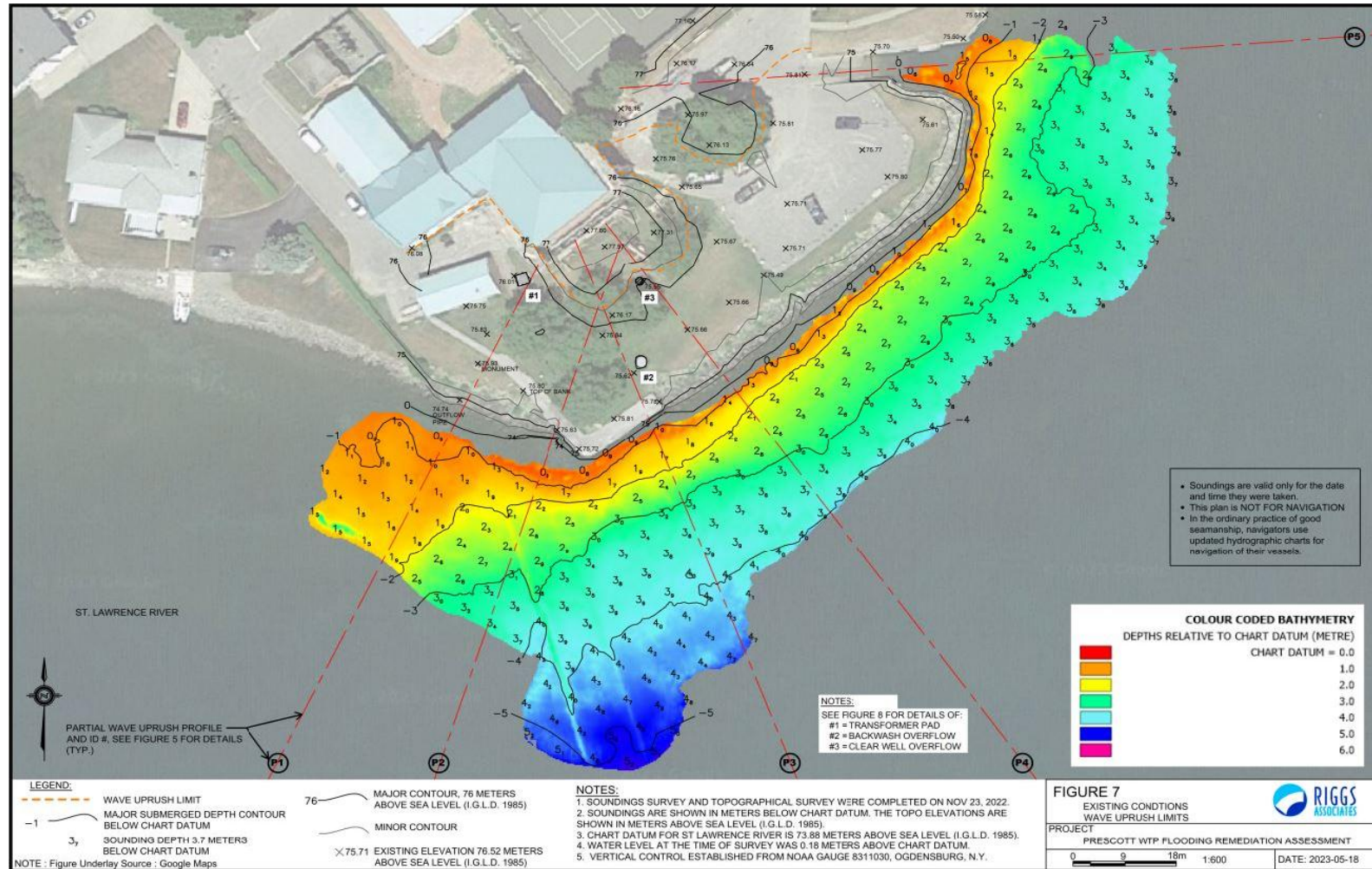
While this structure is situated within the wave uprush limit and would be subject to periods of surface flooding during such an extreme event. It is also expected that high groundwater elevations during sustained high river levels could pose some risk to water seepage into the conduits below the transformer pad. High groundwater conditions could be relevant without wave action when high water levels in the St. Lawrence River are sustained, as experienced in 2017 and 2019.

Conduit routing from the transformer to the various buildings is shown in available site plans for the WTP but detailed inspection of the connections has not been undertaken as part of this assessment and elevations of buried conduits has not been confirmed.

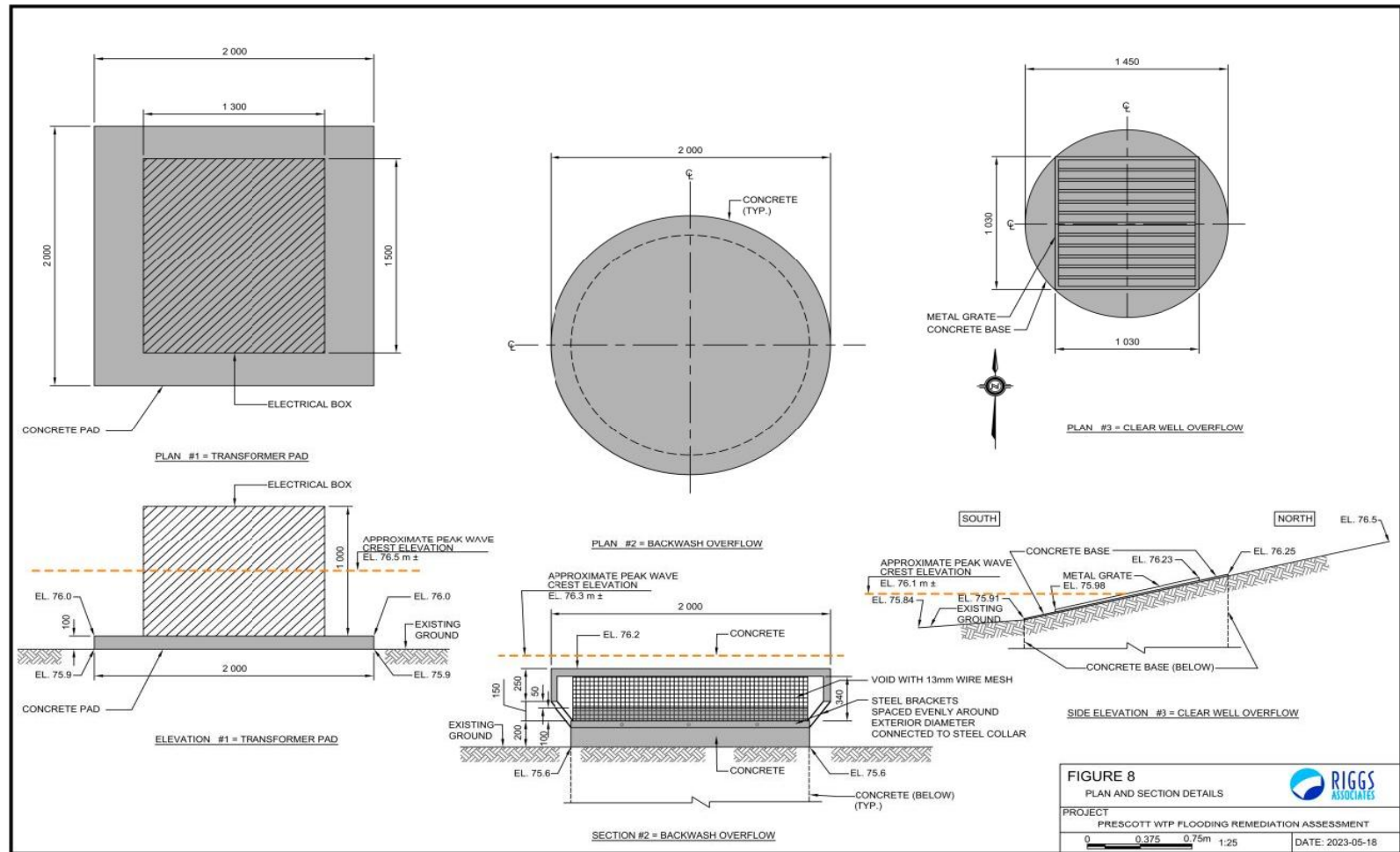
##### **4.1.2 POI-2**

This backwash overflow structure is set back about 10 m from the southeast shoreline and 20 m from the southwest shoreline. It consists of a flat round metal cap structure approximately 2 m in diameter situated on the top of a concrete riser. The base of this structure (local ground) generally sits at an elevation of 75.6 m +/- . The top of the concrete overflow pipe is at an elevation of 75.9 m +/- . This is the elevation at which flood water would be able to infiltrate the overflow structure.

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Wave runup profiles suggest that wave propagation along Profile 2 may result in sustained wave crests on the order of 76.3 m elevation at this location. While the structure of the overflow cap would tend to deflect a portion of this energy, the top of the concrete riser is below the largest wave crest elevations under extreme storm conditions.

#### **4.1.3 POI-3**

This clear water overflow outlet is located central to the green space between the main building and the southeast shoreline, set back approximately 20 m from the southeast shoreline and 40 m from the southwest shoreline. This structure consists of a square metal grate set on a concrete ring, approximately 1.2 m in diameter. It is set on the slope of a small hill, so that the lower edge of the circular concrete base sits at an elevation of 75.9 m +/-, and the lower edge of the grate structure sits at an elevation of approximately 75.98 m +/-.

Flooding due to wave attack along profiles 2, 3 and 4 would be relevant to this location. Because profiles 3 and 4 are modeled with the less intense south and southeast incident wave conditions, wave runup simulated along those profiles is much lower than that predicted for profile 2. Interpretation of wave runup from profile 3 would indicate a flood risk at elevation 76.0 m but interpretation of wave runup along profile 2 would suggest flood risk as high as 76.1 m elevation. Therefore, it is evident that this structure is at marginal risk to flooding during extreme events as well.

#### **4.1.4 Shoreline Flooding**

As previously noted, the existing crest elevation of the southwest shoreline is between 75.6 and 75.8 m +/- . The local 100 year water level of 75.6 m to 75.7 m is typically at the top of slope and crest of the concrete seawall. As a result, it is evident from the results of the simulation that a moderate southwest wind speed can be expected to overtop the shoreline and represent potential flood risk to points-of-interest.

The existing southeast shoreline also currently sits at approximately 75.6 m +/- . While results indicate that under 100 year water level and 100 year southeast winds, the smaller wave conditions present a significantly lower flood risk to structures, there remains potential for wave crest elevations on the order of 76.0 near points of interest.

Similarly, results from the northeast direction indicate a 100 year wave runup elevation of approximately 76.1 m which is slightly higher than the typical flood risk elevations at the identified structures.

### **5 Shoreline Structure Conditions**

Detailed inspection of the existing conditions at the shoreline showed evidence of some wave-related erosion near the top of bank along the rock revetment sections immediately



east of the concrete sea wall. While the majority of the revetment slope appears to be in relatively good condition, erosion along the crest implies local wave uprush and overtopping of the revetment rock. The presence of geotextile below the revetment stone was not confirmed during the site visit, although some snow cover and apparent recent repair work just east of the concrete seawall hindered the visual inspection to some extent. Properly installed geotextile generally helps to minimize loss of finer bank materials underlying rock protection works.

The bank above the crest elevation of the armour stone on the southwest shoreline is eroded such that the base of the concrete pathway has been exposed. Grass and dirt are washed away from the area between the revetment and the concrete walkway, leaving gravel and smaller rip-rap stones exposed. The armouring of the lower slope appears to remain generally competent, although the material is mixed and includes some large concrete slabs which do not interlock well with the armour stone.

There has been significant deterioration of the concrete seawall structure. Observations indicate damage and deterioration of the seawall throughout, with significant damages near the water level and on the top leading edge of the wall, exposing rebar reinforcement in some areas. Underwater video revealed large sections of the footing for the concrete wall on the southeast shoreline to be washed out, with exposed timber cribs and blocking. In some areas the foundation of the parapet is undermined to an extent of more than 0.5m from the face of the wall. Some timber crib members have failed and have been displaced accompanied by loss of crib stone fill.

This undermining continues until the southwest concrete face meets the rock revetment. Inspection of the wall footing beyond this point was not possible, but it is anticipated that the revetment has provided reasonable protection to the concrete wall footing since its construction. The surface of the concrete underwater is very pitted and eroded, exposing more rebar reinforcement and cribbing structure. Also, there is substantial weathering and pitting on the vertical face and deck of the concrete. The general alignment and verticality of the parapet does not seem to be significantly affected at this time.

Considering the condition of the foundation of the wall it is expected that continued erosion could lead to further degradation and eventual failure, creating increased flooding hazards and potentially preventing safe operation of the site.

Select photos of existing site conditions are shown in Appendix A.

## **6 Remedial Measure Considerations**

Potential remedial measures to address flooding risk have been considered for the site, and are presented in this report. Generally, options could include broader scope site and shoreline modifications to mitigate overtopping and wave uprush or locally protecting specific points of interest through blocking and redirecting potential overtopping waves to drain in a suitable direction.

## **6.1 General Site Improvements**

Given the current state of the shoreline structures with undermining of the concrete seawall and erosion of the top of slope along sections of the rock revetment, there is a need to rehabilitate the existing shoreline protection. The extent of the undermining observed at the concrete seawall would suggest that the structure has exceeded its service life. It is also apparent that erosion of the top of bank has required some recent repair work.

As there are no apparent critical infrastructure associated directly with the seawall structure and the height of the failing timber crib is limited, it is anticipated that failure of the shoreline would be a progressive process. However, given that actions are contemplated to address flood risk at the site and there is a defined need for some shoreline remediation, it would seem prudent to address both issues at the same time. Therefore, Option 1 as defined herein provides a means of stabilizing the shoreline while addressing flood risk.

Rehabilitation of the concrete seawall could be addressed through formal structural means by re-establishing a viable wall footing structure and rehabilitating the concrete faces or through encapsulation of the current seawall with new steel or concrete elements. Alternatively, the existing seawall could be encapsulated in a rock fill.

The formal structural measures which would retain the vertical wall face require a relatively significant investment in materials and labour and may be warranted if there is a requirement to retain the vertical wall face. Given the limited local depths, is it not expected that there is any operational requirement for the vertical wall. The less formal option to encapsulate the wall in a rock revetment is a simpler construction operation but does result in more significant nearshore impact due to the area of bed coverage, and infill to the waterway.

Both options will require permitting consideration by various regulatory agencies which may include South Nation Conservation Authority, Fisheries and Oceans Canada, Ministry of Natural Resources and Transport Canada. It is anticipated that permitting of the rock fill may require a more involved consultation with regulatory agencies than the vertical shorewall repair due to the increased fill volumes, but in general, it would be expected to be a more economical option. Furthermore, the rock fill is readily integrated with any local revetment repair needs. Therefore, for the purpose of this report, the rockfill option has been developed conceptually as Option 1.

The key conceptual design elements of the rock fill (revetment) would be the geometry of the revetment (crest elevation and side slopes) and the mass of rock required for stability. Preliminary assessment suggests that a rock mass of approximately 500 kg would be appropriate for this site at a slope of 2(H) : 1(V). The crest height for this revetment would be designed to mitigate the flood risk to the various points of interest.



Investigations indicate that a crest height of 76.6 m +/- would be appropriate to address the local site flooding risks.

Generally, the proposed configuration would involve a continuous double layer armour stone revetment running from western shoreline limit, wrapping around the existing concrete seawall and extending along the shoreline to the east sufficiently to shelter the points of interest assessed here. If necessary, repairs to the revetment crest beyond the termination of the new works could be addressed as well.

It is noted that the design crest elevation does not completely eliminate overtopping during the 100 year design conditions and as a result, it will be necessary that water overtopping the crest, and local rainfall runoff, can drain from the site. The option as developed conceptually would include a concrete curb backing the inland edge of the revetment crest. This curb would sit on the existing concrete seawall deck and extend onto landscape areas to the northwest and to the east. Scupper drains would be required in this curb where it sits on the existing concrete structure. Incorporation of a pedestrian sidewalk as a provisional element of the design would permit overtopping to be managed on the sidewalk surface and drained through scupper drains over the length of the new revetment. If a sidewalk element is not pursued, landscape grading would be refined to accommodate the overtopping drainage.

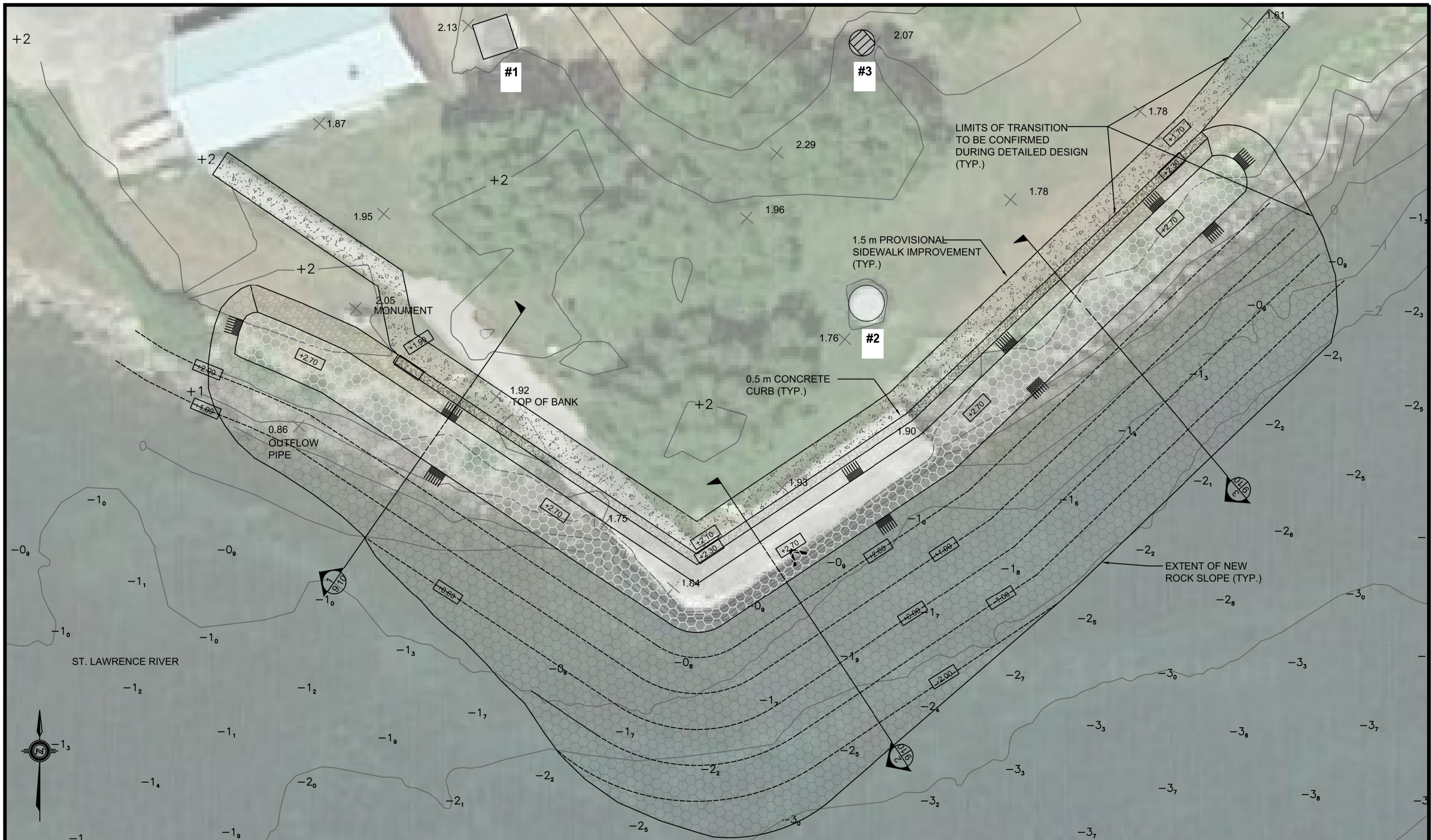
Option 1 is shown conceptually in Figures 9 and 10.

## **6.2 Local Improvements at Points of Interest**

An alternative to the general site improvements would be to provide local protection to the points of interest considered in this assessment. While there could be various approaches to achieving flood protection, including modifications to the overflow structures, it is anticipated that the simplest approach would involve landscape modifications to redirect overtopping wave energy. Construction of local site berms could be effective but we would expect this work to have detrimental impacts to the existing mature trees. Therefore, Option 2 would be to create localized concrete curb walls to block and redirect overtopping volumes away from each of the overflow structures on the site while retaining the existing overland drainage away from the overflow structures.

Given that the flooding issue associated with the transformer elements is expected to be due at least in part high groundwater conditions, a more in-depth investigation of the conduit conditions and connections would be required to finalize flood-proofing options for this area. An increased transformer pad elevation would remove the transformer from flood risk but would be expected to require a shift in transformer location to accommodate the fixed existing cable lengths.

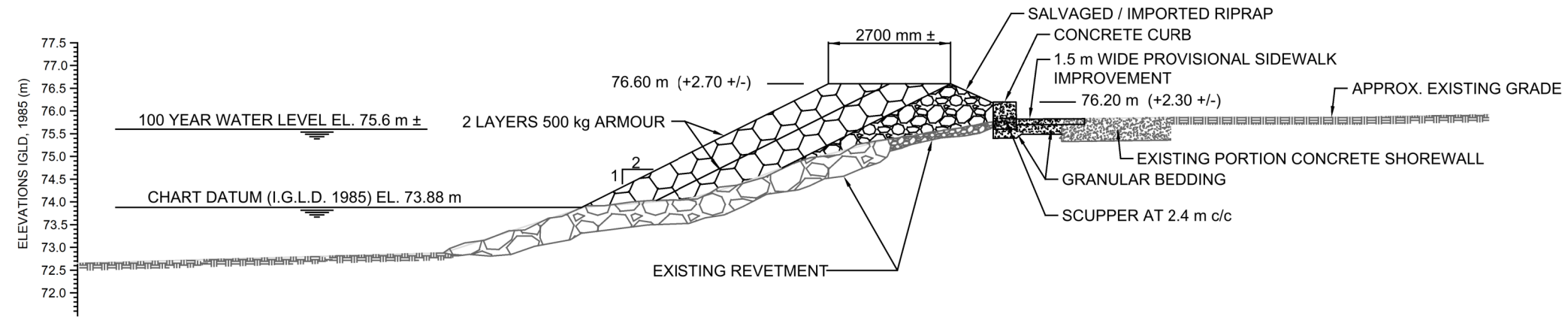
Conceptual flood mitigation measures associated with Option 2 are shown in Figure 11. Alignment of the features is based on the analyses presented herein. Refinement to extents alignments should be confirmed through detailed design.



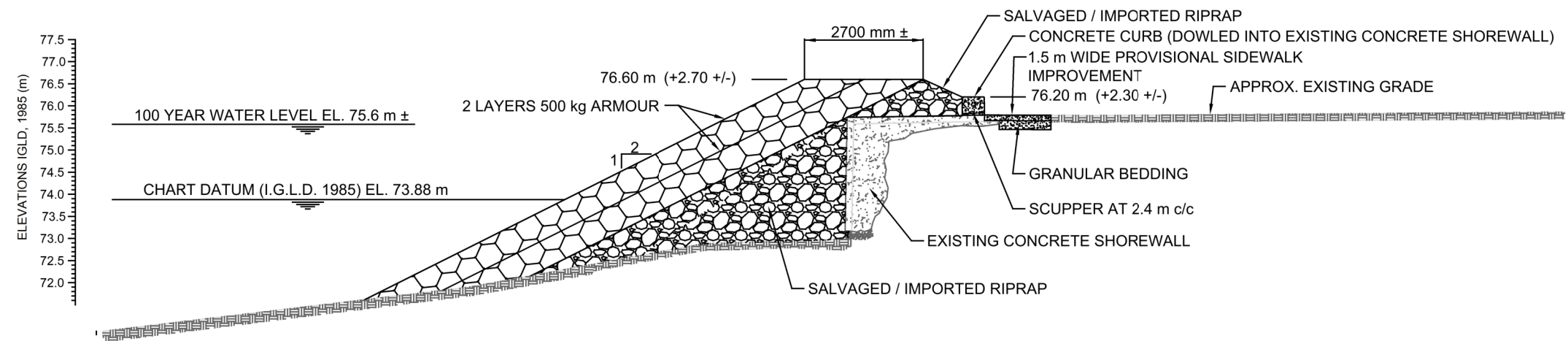
<b>LEGEND:</b> -1 - EXISTING MAJOR SUBMERGED DEPTH CONTOUR BELOW CHART DATUM -3, - SOUNDING DEPTH 3.7 METERS BELOW CHART DATUM +1 - MAJOR EXISTING CONTOUR, +1.0 m ABOVE CHART DATUM X 1.96 - EXISTING ELEVATION 1.96 m ABOVE CHART DATUM		+1.00 - PROPOSED ELEVATION +1.0 m ABOVE CHART DATUM 1.00 - PROPOSED ELEVATION 1.0 m BELOW CHART DATUM ----- PROPOSED NEW CONTOUR		<b>NOTES:</b> 1. SEE FIGURE 8 FOR DETAILS OF: #1 = TRANSFORMER PAD #2 = BACKWASH OVERFLOW #3 = CLEAR WELL OVERFLOW 2. CHART DATUM FOR ST LAWRENCE RIVER IS 73.88 METERS ABOVE SEA LEVEL (I.G.L.D. 1985).	<b>FIGURE 9</b> OPTION 1 PROPOSED PLAN OF NEW WORK PROJECT PRESCOTT WTP FLOODING REMEDIATION ASSESSMENT 0 3 6m 1:200 DATE: 2023-05-27
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NOTE : Figure Underlay Source : Google Maps

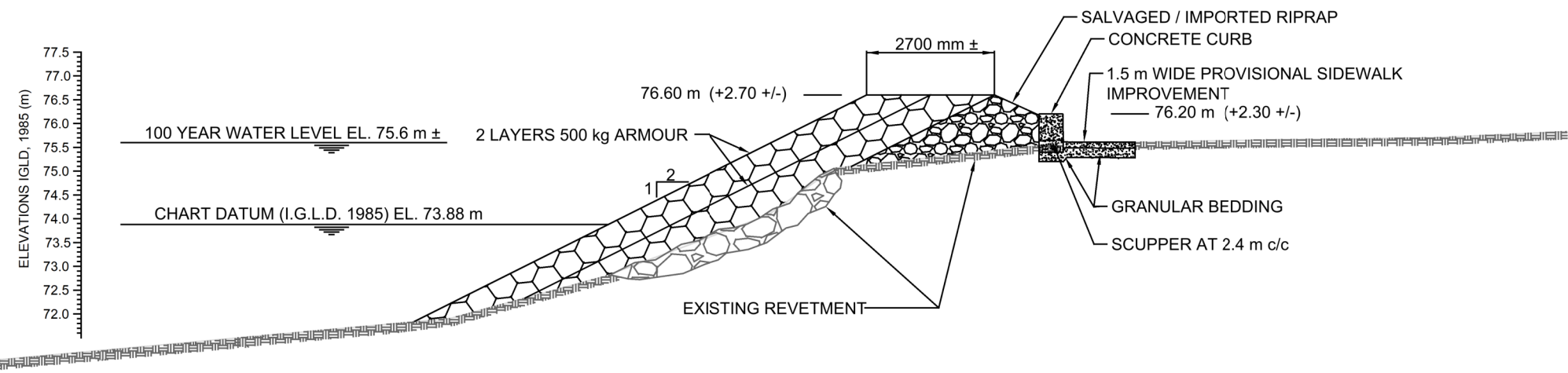




1 WEST SECTION  
9/10 SCALE: 1:125



2 CENTRAL SECTION  
9/10 SCALE: 1:125



3 EAST SECTION  
9/10 SCALE: 1:125

FIGURE 10

OPTION 1: SITE FLOOD REMEDIATION MEASURES  
PROPOSED SECTIONS OF NEW WORK



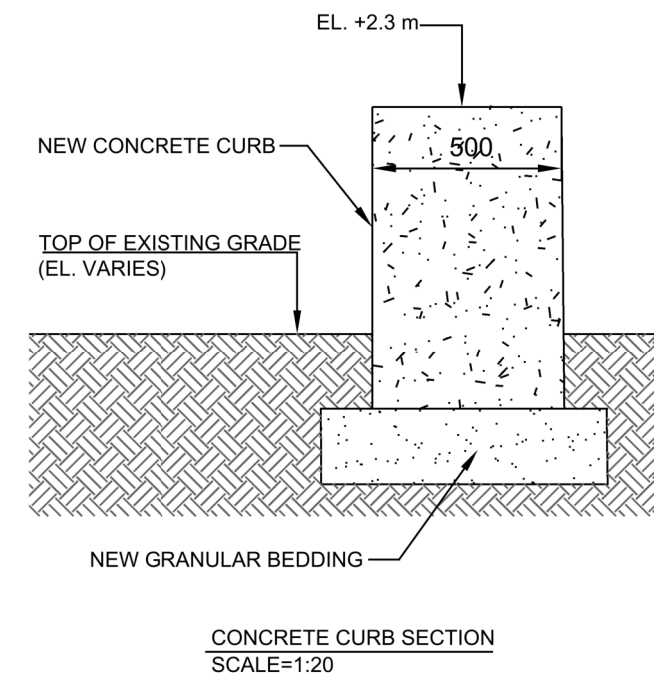
PROJECT

PRESCOTT WTP FLOODING REMEDIATION ASSESSMENT

0 2 4m

1:125

DATE: 2023-05-27



**FIGURE 11**

OPTION 2: ISOLATED FLOOD REMEDIATION MEASURES  
PROPOSED PLAN AND SECTION OF NEW WORK

**RIGGS ASSOCIATES**

PROJECT  
PRESCOTT WTP FLOODING REMEDIATION ASSESSMENT

0 3 6m 1:200 DATE: 2023-05-27

**NOTES:**  
SEE FIGURE 8 FOR DETAILS OF:  
#1 = TRANSFORMER PAD  
#2 = BACKWASH OVERFLOW  
#3 = CLEAR WELL OVERFLOW

### 6.3 Budgetary Estimate for Proposed Works

Budgetary level costing of Options 1 and 2 has been completed based on the concepts presented and is summarized in Table 4. These costs are exclusive of taxes, engineering and contingencies.

**Table 4 : Budgetary Cost Estimate**

<b>Option 1</b>	
<b>Task</b>	<b>Cost</b>
Mobilization/Site Management	\$25,000
Rock Revetment	\$250,000
Curb Wall	\$25,000
Provisional Sidewalk	\$10,000
<b>Total</b>	<b>\$310,000</b>
<b>Option 2</b>	
<b>Task</b>	<b>Cost</b>
Mobilization/Site Management	\$5,000
Landscape Walls and Transformer Pad	\$30,000
Electrical Allowance	\$25,000
<b>Total</b>	<b>\$60,000</b>

### 6.4 Sensitivity to Water Levels

The 100 year water level used in this analysis is based on the currently defined 100 year instantaneous floodwater elevation (MNR, 2001). Issues of climate change, recent Lake Ontario Regulation adjustments and updated water level records are not accounted for in this adopted water level. As previously noted, estimates of 100 year water levels based on data including 2017 and 2019 conditions would suggest an increase on the order of 0.1 m.

Therefore, sensitivity of wave uprush at this site has been considered based on an increase in static water level of 0.1 m. Wave overtopping was estimated for the revetment presented in Option 1 for the currently defined 100 year water level and for a water level adjusted by a 0.1 m increase. The results are presented in Table 5. As expected, the increased water level results in an increase in estimated overtopping.

**Table 5 : 100 Year Overtopping Estimates**

<b>Water Surface Elevation (m IGLD, 1985)</b>	<b>Wave Overtopping Rate (m<sup>3</sup>/s/m)</b>
75.6	0.05
75.7	0.07

The overtopping rates presented here are sufficient to risk some damage to landscaped surfaces but would not generate sustained wave forms that would impact the flooding potential at points of interest. It is anticipated that these rates are somewhat conservative as the estimation techniques do not accurately account for energy dissipation on the coarse rock slope. However, they do provide some guidance with regard to potential runoff volumes to be managed through surface drainage.

Refinement of cross sections, transitions and drainage elements would be required through detailed design analysis.

## **7 Conclusions**

A review of site conditions and surface flooding potential has been completed for the Prescott Water Treatment Plant. The results of this assessment show that under the combined 100 year St. Lawrence River water level and 100 year wave condition, there is a risk of flooding at both the clearwell and backwash overflow structures. The transformer is found to be within the wave uprush zone, but observed flooding of the low lift pump via electrical conduits is expected to be a condition that may be impacted by both surface flooding and high groundwater elevations associated with river levels. Based on the results of this assessment, the 100 year wave uprush limit is estimated to be 76.6 m +/- . The transformer slab and clearwell overflow structures are at an elevation of 76.0 m +/- , and the backwash overflow sits marginally below that at approximately 75.9 m.

In addition to the defined flood risks, the existing shoreline structures are found to be in disrepair and sensitive to wave overtopping, especially at high water level conditions.

For the purposes of this assessment, it is assumed that modification of the elevation of the overflow structures is not a viable remedial solution. The overflow structures could be locally protected from surface flooding from the southwest direction with local landscaping (berming or landscape/concrete walls) that protect the westerly portions while continuing to permit drainage to the east. This would be the most economical approach to mitigating the wave-induced flood risk. However, the concrete seawall has reached the end of its service life, with significant undermining due to deterioration of the marginal timber crib footing. It is expected that continued undermining and deterioration of the concrete wall will result in settlement of the structure of portions thereof. There is also evidence of erosional damage to the westerly shoreline revetment and the revetment crest immediately east of the seawall. Assuming it is a priority of the Town to retain this shoreline, the preferred holistic solution would be to rehabilitate the existing shoreline protections with an increased crest height to at least the extents which would eliminate the wave uprush flood risk.

A structural (vertical wall concept) repair of the concrete seawall would be relatively costly as a new footing structure would be required and it is anticipated that rehabilitation would involve encapsulation of the existing seawall faces. Given that there is also a need for revetment rehabilitation regardless, a more economical approach would be to

encapsulate the existing seawall within a new rock revetment that would integrate into/- the existing revetments to the east and northwest. This revetment would be constructed to a crest elevation of 76.6 m +/- (approximately 0.9 m above the existing seawall crest) and extend to limits necessary to protect against wave uprush.

Preliminary volumetric material estimates for this concept have been made to assist in budgetary costing presented in Table 4 above.. The revetment option will result in a buildout of a rock slope offshore of the existing seawall and as such would ultimately require a Request for Review from Fisheries and Oceans Canada (DFO) and would require permitting considerations by South Nations Conservation Authority (SNCA), Ontario Ministry of Natural Resources and Forestry (MNRF) and Transport Canada.,. General common concerns from these agencies would be fish habitat (river bed) coverage, filling within the floodplain and navigability. There would still be some overtopping of the revetment during the 100 year water level with 100 year wave conditions, but volumes would be significantly reduced and propagation of wave forms would be mitigated.

With respect to the transformer pad (POI-1), the revetment rehabilitation will protect against wave uprush in this region but would not address high groundwater potential. If the full revetment rehabilitation were to be put off and localized measures are preferred, the pad could be elevated to 76.6 m to remove the transformer from wave influence, However, the apparent primary issue of groundwater intrusion is beyond the scope of a shoreline repair issue, and would seem to be best addressed through measures to waterproof the conduits.

Prepared by:



Andy Tarrant E.I.T.



Reviewed by:

Stu Seabrook, P.Eng.



**References:**

MNR (Ontario Ministry of Natural Resources), 2001. Great Lakes – St. Lawrence River System and Large Inland Lakes Technical Guides for Flooding, Erosion and Dynamic Beaches in Support of Natural Hazards Policies 3.1 of the Provincial Policy Statement

EurOtop 2018 Manual on Wave Overtopping of Sea Defenses and Related Structures, 2<sup>nd</sup> Edition; Van der Meer, J.W. et al



## **APPENDIX A**

### **SITE PHOTOS**



**Photo 1: View from corner of parapet looking NW**



**Photo 2: View from corner of parapet looking at main building**





**Photo 3: View from corner of parapet looking NE**



**Photo 4: Existing armour stone on SW shoreline**





**Photo 5: Existing armour stone on SE shoreline**



**Photo 6: Existing concrete parapet, top edge of SW face**





**Photo 7: Existing concrete parapet, SW face**



**Photo 8: Existing concrete parapet at armour stone transition, SE shoreline**





**Photo 9: Existing concrete parapet, SE face**



**Photo 10: POI-0 Electrical transformer box**





**Photo 11: POI-1 Plant overflow structure**



**Photo 12: POI-2 Drainage structure**



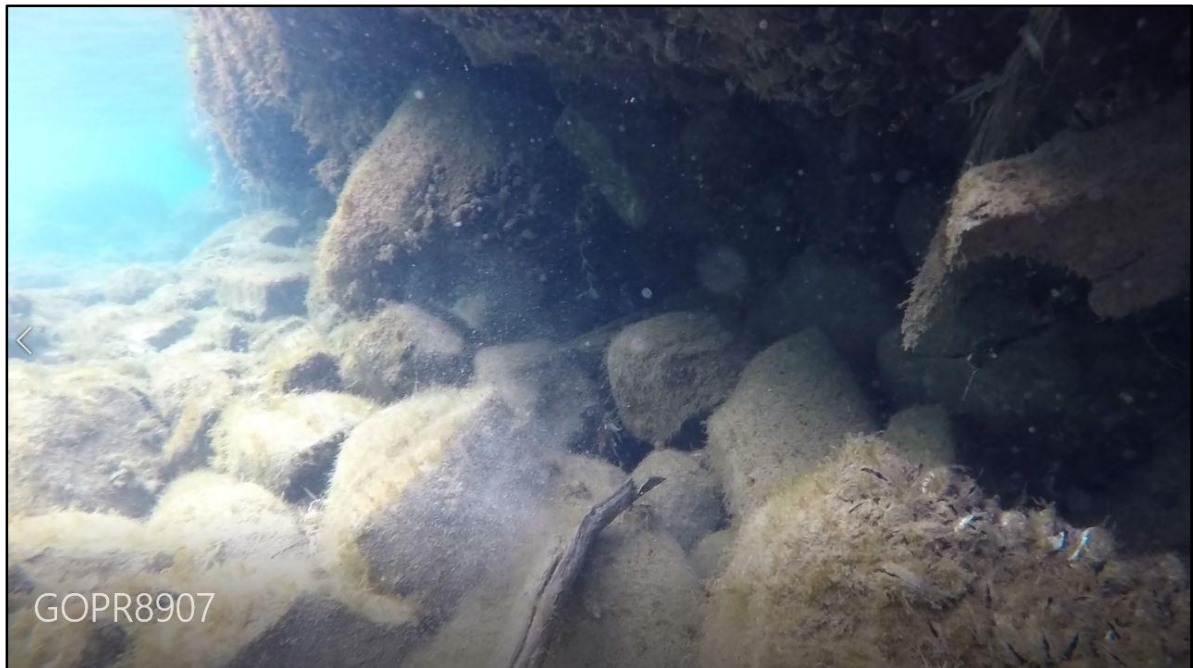


**Photo 13: Failed timber cribbing SE shoreline parapet**



**Photo 14: Partially failed cribbing SE shoreline parapet, stone fill behind**





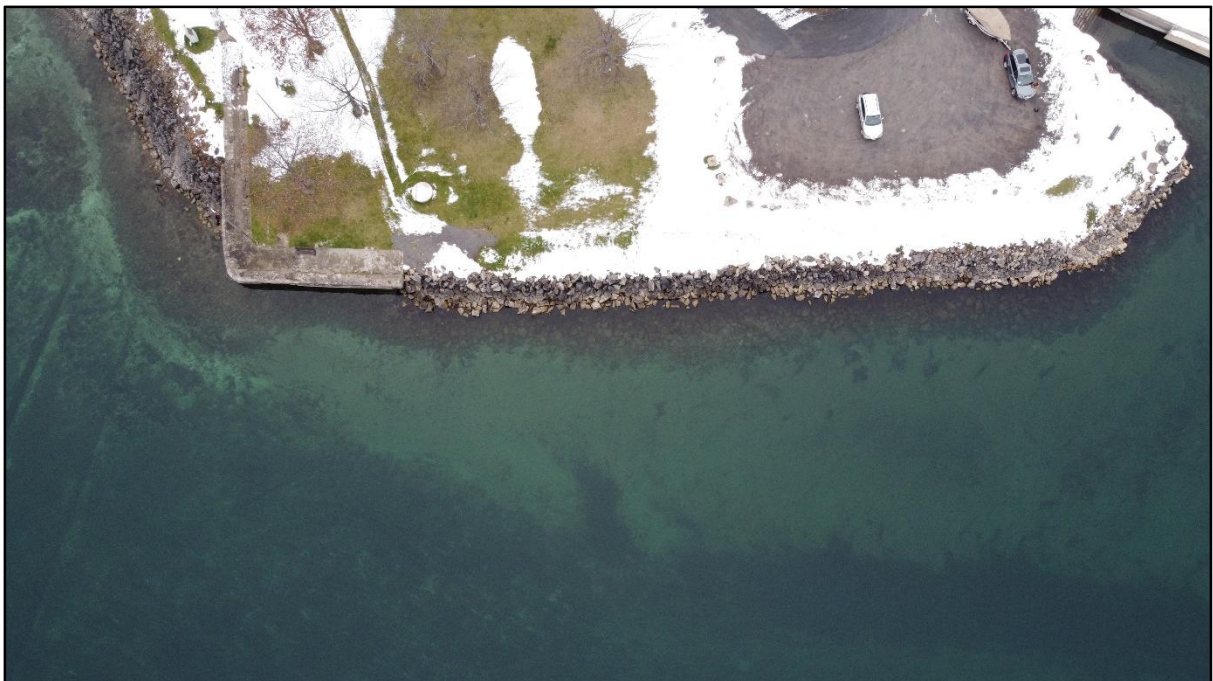
**Photo 15: SE shoreline - parapet foundation undermined; face of wall top left**



**Photo 16: Failed cribbing of concrete parapet foundation at corner**



**Photo 17: Failed cribbing of concrete parapet foundation at corner**



**Photo 18: Aerial view of existing shoreling (2022)**



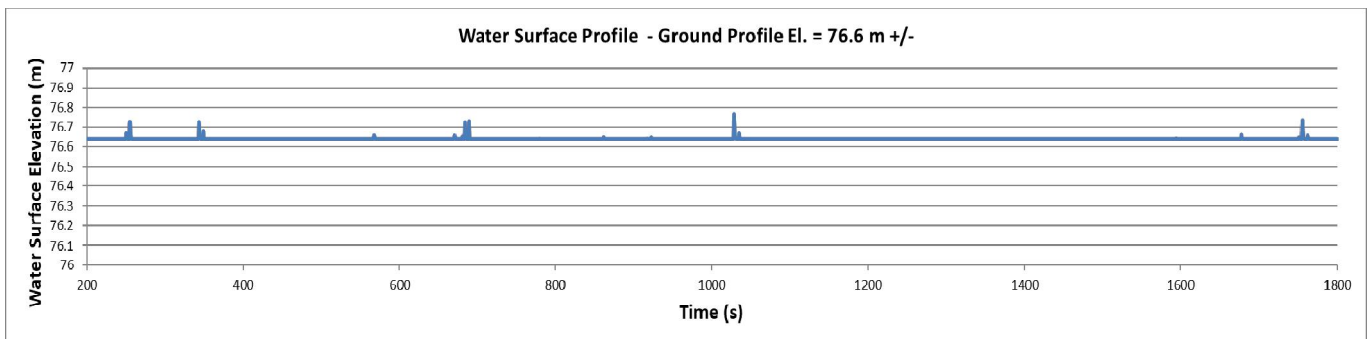
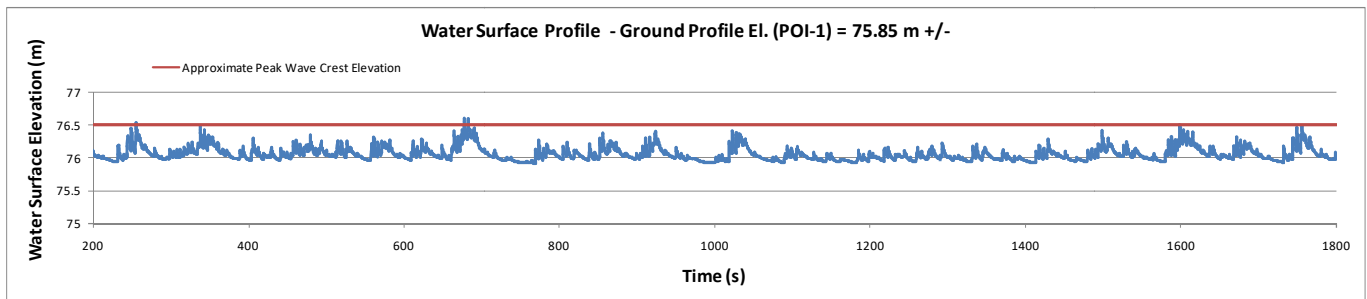
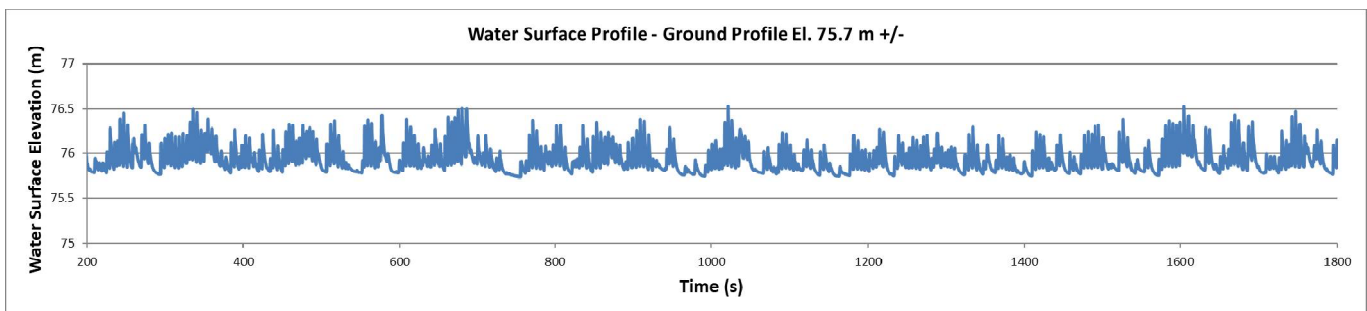
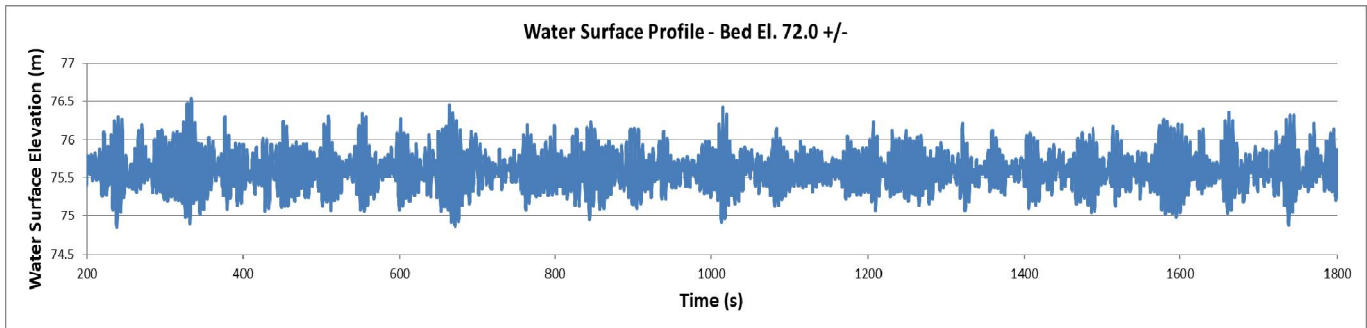


**Photo 19: Detailed photo of backwash overflow structure (POI-2)**

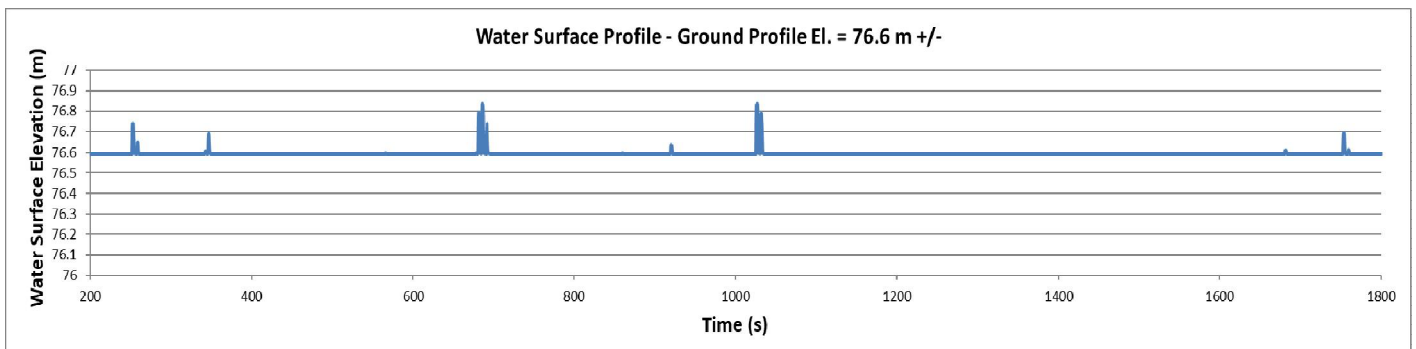
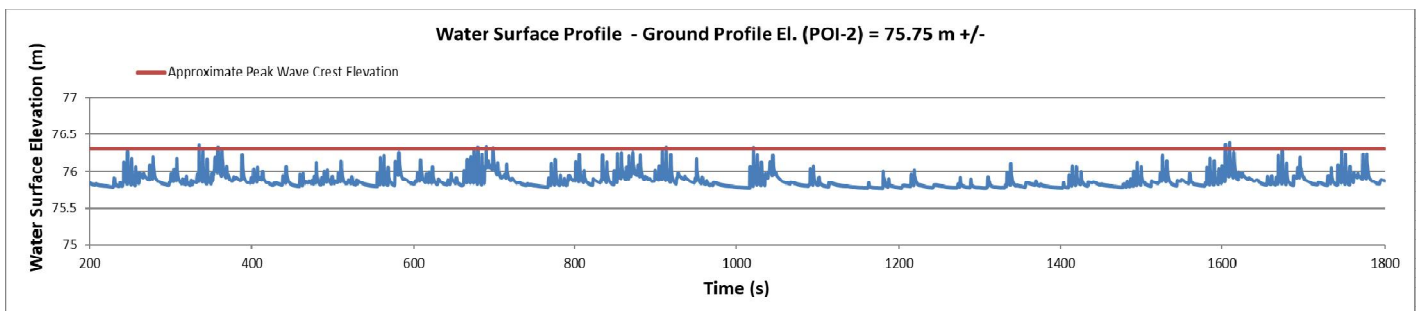
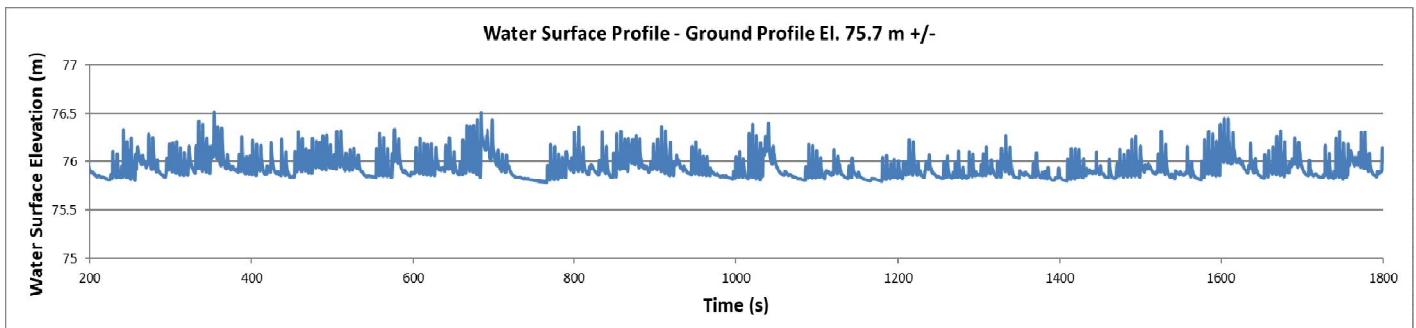
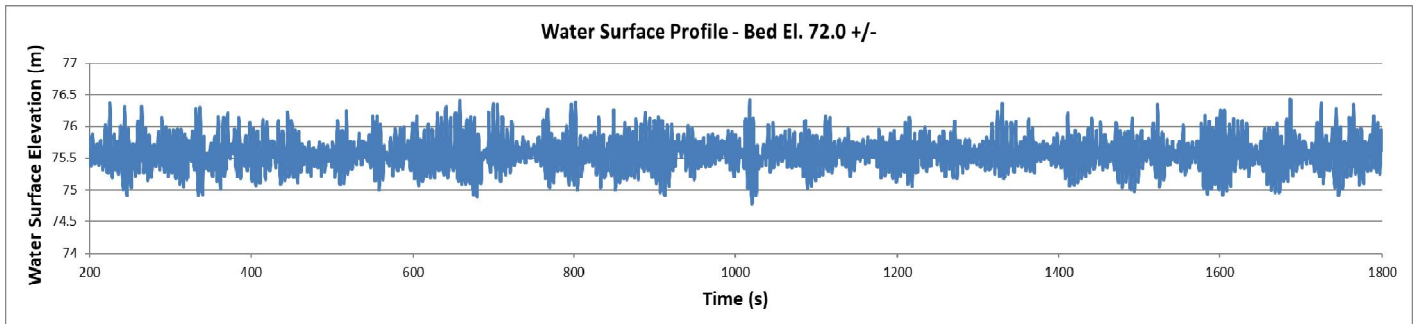
## **APPENDIX B**

### **Select SWASH Modelling Results**

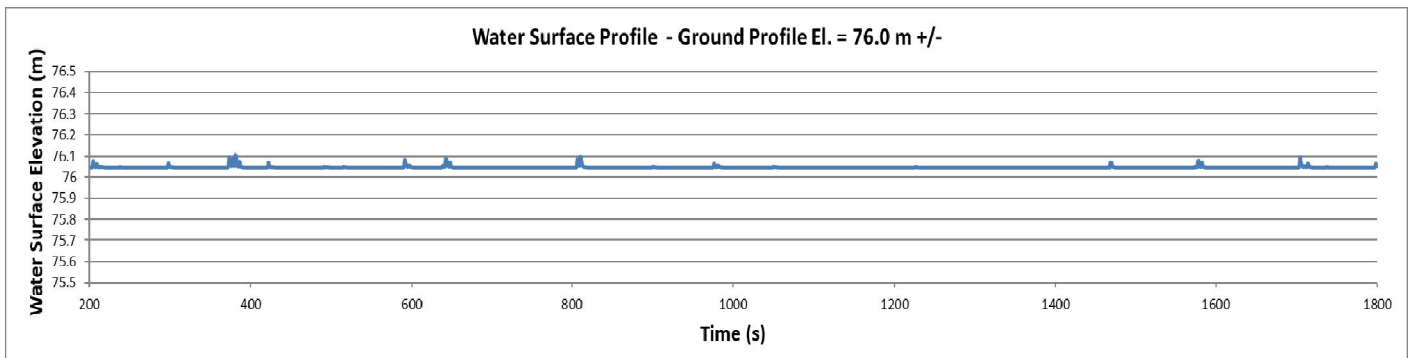
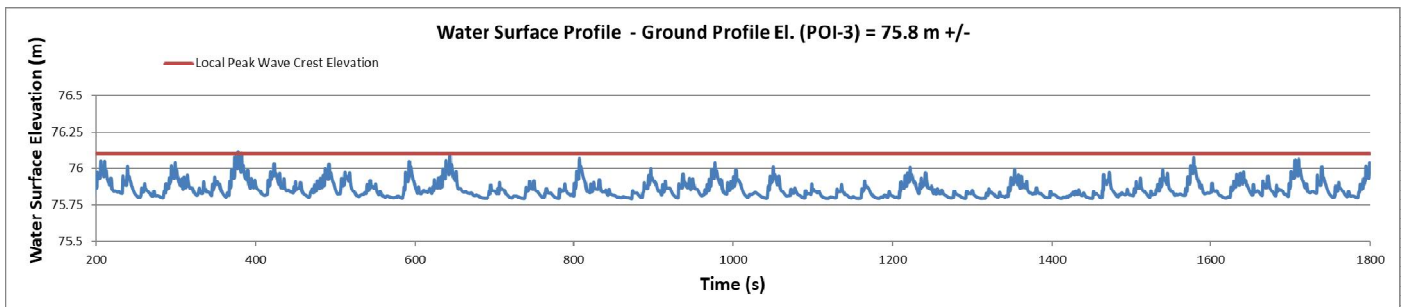
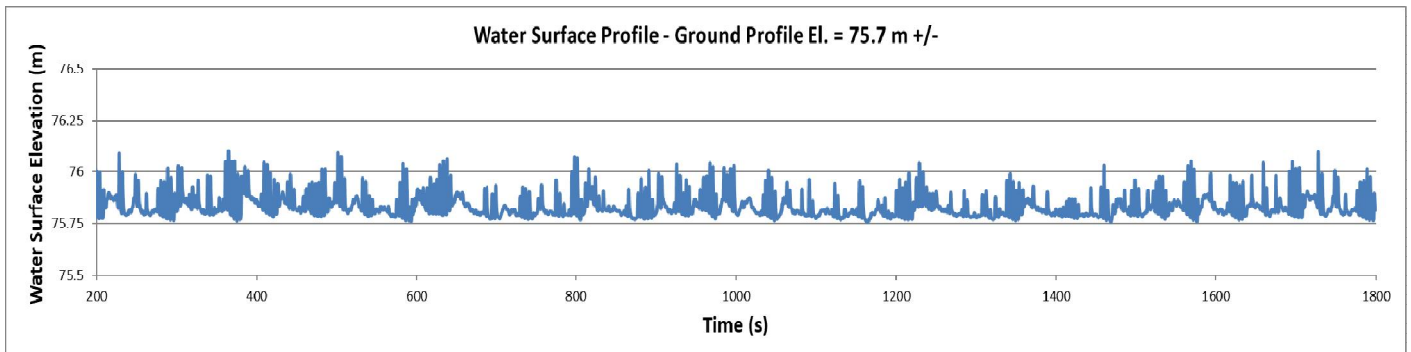
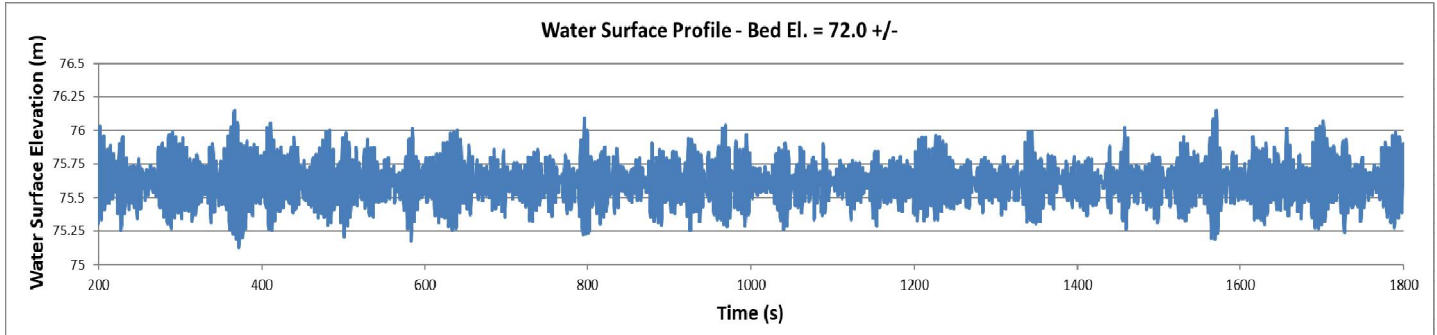
### Existing SWASH Results (WSEL=75.6) – Profile 1 SW



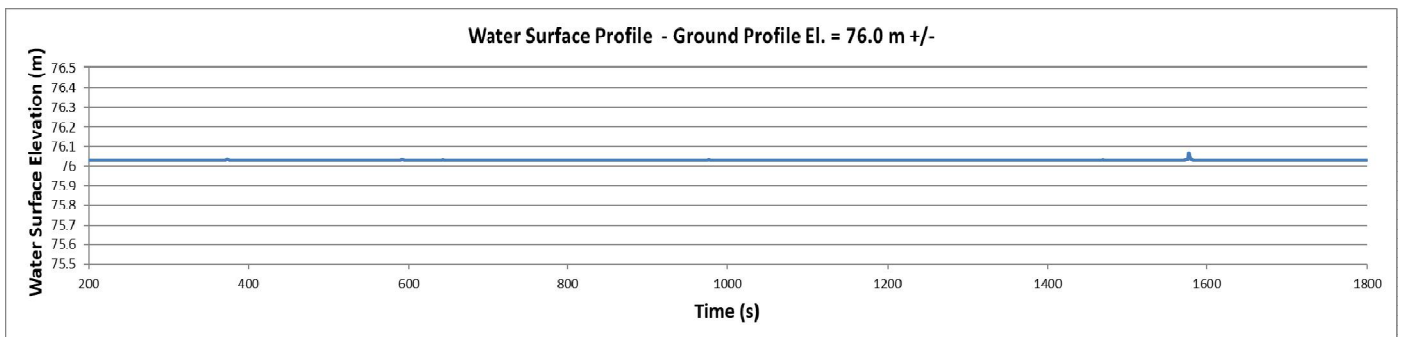
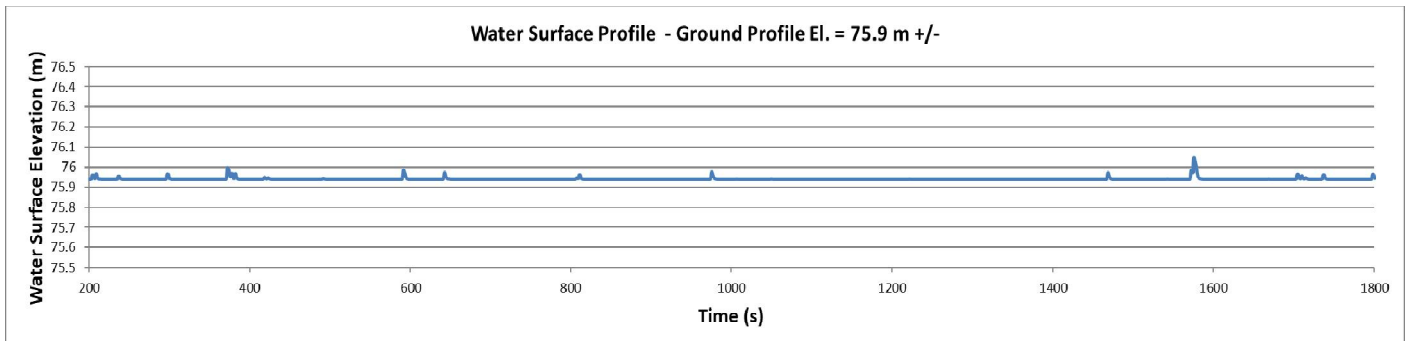
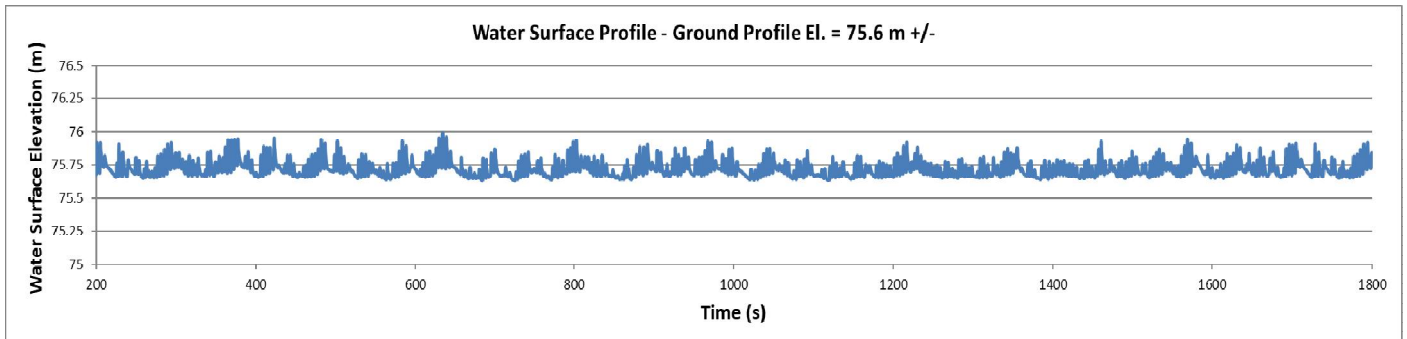
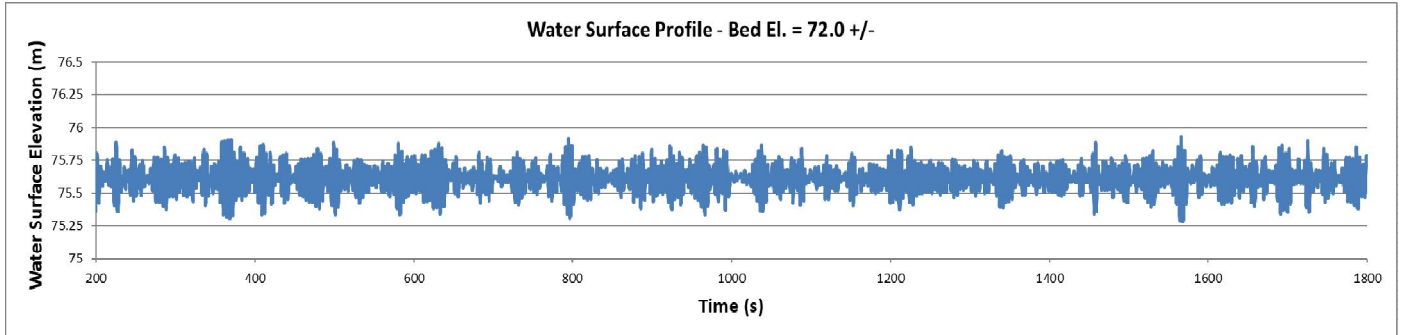
**Existing SWASH Results (WSEL=75.6) – Profile 2 SW**



**Existing SWASH Results (WSEL=75.6) – Profile 3 SE**

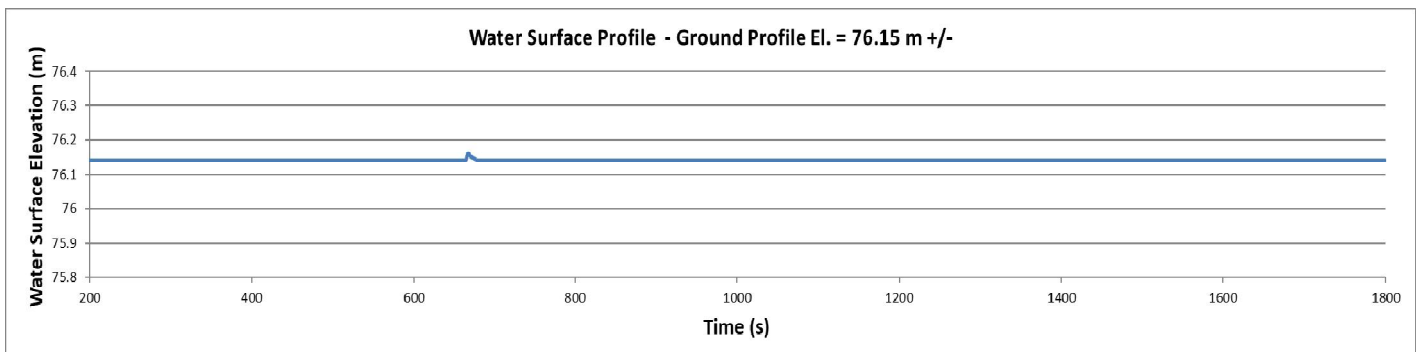
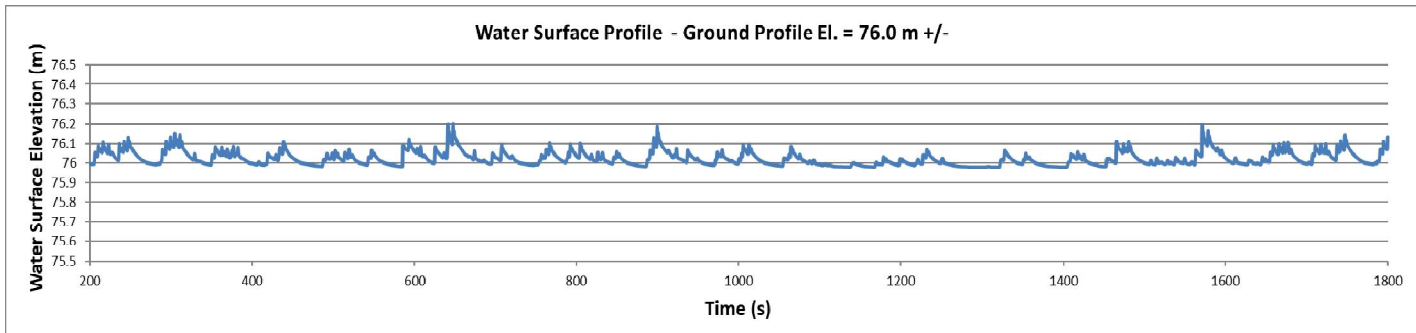
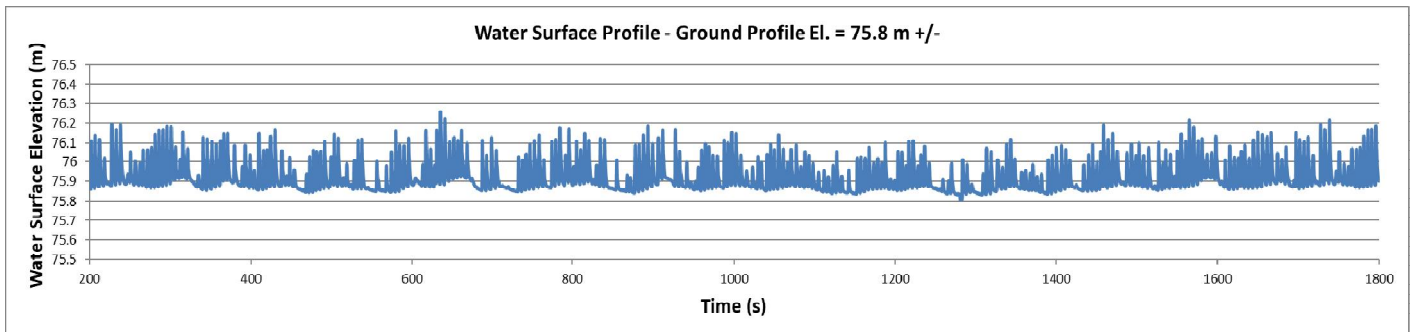
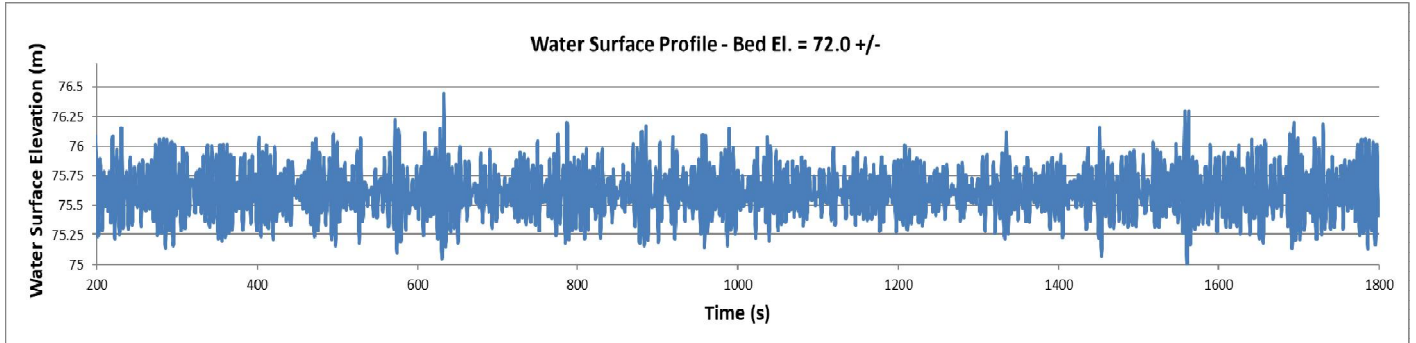


**Existing SWASH Results (WSEL=75.6) – Profile 4 SE**

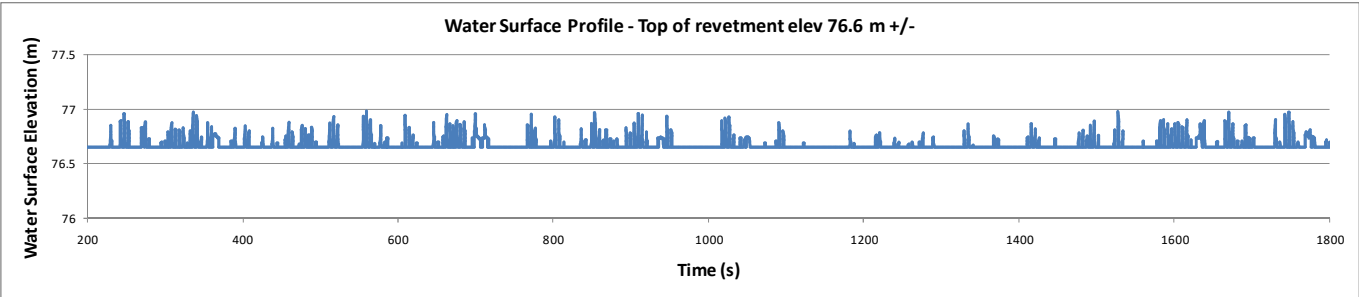




**Existing SWASH Results (WSEL=75.6) – Profile 5 NE**



**Proposed Conditions – Residual Overtopping**



**Residual Revetment Overtopping – Profile 1**

**THE CORPORATION OF THE TOWN OF PRESCOTT**

**BY-LAW NUMBER 28-2023**

**A BY-LAW OF THE CORPORATION OF THE TOWN OF PRESCOTT TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$163,223.00 TOWARDS THE COST OF THE PURCHASE OF SIDEWALK PLOW**

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 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 to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Works (the “**Application**”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Works;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) 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 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 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 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 the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of serial debentures in the aggregate principal amount of \$163,223.00 dated July 04, 2023 and maturing on July 04, 2028, and be

payable in monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PRESCOTT ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of 163,223.00 and the issue of serial debentures therefor to be repaid in monthly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial 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 \$163,223.00 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of the Mayor 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 in fully registered form as one or more certificates in the aggregate principal amount of \$163,223.00, 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 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 July 04, 2023, 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 4.66% per annum and mature during a period of 5 year(s) years from the date thereof payable monthly in arrears as described in this section. The Debentures shall be paid in full by July 04, 2028 and be payable in monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive, save and except for the last instalment of principal

which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**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 Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts 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 amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain 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 amounts 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 monthly 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 a payment of monthly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general 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 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 Mayor 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 Mayor 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 a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor 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 statement of investment policies and goals, 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.

Read a first and second time this 19th day of June, 2023.

Read a third time and finally passed this 19th day of June, 2023.

---

Gauri Shankar  
Mayor

---

Lindsey Veltkamp  
Clerk



**THE CORPORATION OF THE TOWN OF PRESCOTT**

**Schedule "A" to By-law Number 28-2023**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
10-2022	Purchase of Sidewalk Plow	\$163,223.00	\$0.00	\$163,223.00	5 year(s)

## Schedule “B” to By-law Number 28-2023

No. 28-2023

\$163,223.00

C A N A D A  
Province of Ontario  
THE CORPORATION OF THE TOWN OF PRESCOTT

---

FULLY REGISTERED 4.66% SERIAL DEBENTURE

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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 (July 04, 2028), the principal amount of

ONE HUNDRED SIXTY THREE THOUSAND TWO HUNDRED TWENTY THREE DOLLARS

----- (163,223.00) -----

by monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture 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 in monthly payments from the closing date (July 04, 2023), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.66% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal 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 Corporation of The Town of Prescott as at the 4th day of July, 2023.

IN TESTIMONY WHEREOF and under the authority of By-law Number 28-2023 of the Municipality duly passed on the 19th day of June, 2023 (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: July 04, 2023.

\_\_\_\_\_  
Gauri Shankar, Mayor

[SEAL] \_\_\_\_\_  
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 serial debentures in the aggregate principal amount of \$163,223.00 dated July 04, 2023 and maturing on July 04, 2028 in monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments 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.

July 04, 2023

Cunningham Swan Carty Little & Bonham LLP [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 in respect of monthly instalments of combined equal principal and diminishing interest amounts on the Debentures on the 4th day of August and the 4th day of each month thereafter, commencing on August 04, 2023 and ending on July 04, 2028, 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 Amortization 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 monthly 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 as noted on the Amortization Schedule.
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 OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or 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, 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 a copy of

such notice is mailed or otherwise delivered 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 monthly compounding, which a non-prepayable Debenture 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 28-2023

Name: The Corporation of The Town of Prescott  
Principal: \$163,223.00  
Rate: 4.66%  
Term: 5 years  
Matures: July 4, 2028

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	08/04/2023	3,366.40	2,720.39	646.01	160,502.61
2	09/04/2023	3,355.63	2,720.39	635.24	157,782.22
3	10/04/2023	3,324.72	2,720.39	604.33	155,061.83
4	11/04/2023	3,334.09	2,720.39	613.70	152,341.44
5	12/04/2023	3,303.88	2,720.39	583.49	149,621.05
6	01/04/2024	3,312.56	2,720.39	592.17	146,900.66
7	02/04/2024	3,301.79	2,720.39	581.40	144,180.27
8	03/04/2024	3,254.21	2,720.39	533.82	141,459.88
9	04/04/2024	3,280.26	2,720.39	559.87	138,739.49
10	05/04/2024	3,251.78	2,720.39	531.39	136,019.10
11	06/04/2024	3,258.73	2,720.39	538.34	133,298.71
12	07/04/2024	3,230.94	2,720.39	510.55	130,578.32
13	08/04/2024	3,237.19	2,720.39	516.80	127,857.93
14	09/04/2024	3,226.43	2,720.39	506.04	125,137.54
15	10/04/2024	3,199.68	2,720.39	479.29	122,417.15
16	11/04/2024	3,204.89	2,720.39	484.50	119,696.76
17	12/04/2024	3,178.84	2,720.39	458.45	116,976.37
18	01/04/2025	3,183.36	2,720.39	462.97	114,255.98
19	02/04/2025	3,172.59	2,720.39	452.20	111,535.59
20	03/04/2025	3,119.11	2,720.39	398.72	108,815.20
21	04/04/2025	3,151.06	2,720.39	430.67	106,094.81
22	05/04/2025	3,126.75	2,720.39	406.36	103,374.42
23	06/04/2025	3,129.53	2,720.39	409.14	100,654.03
24	07/04/2025	3,105.91	2,720.39	385.52	97,933.64
25	08/04/2025	3,107.99	2,720.39	387.60	95,213.25
26	09/04/2025	3,097.23	2,720.39	376.84	92,492.86
27	10/04/2025	3,074.65	2,720.39	354.26	89,772.47
28	11/04/2025	3,075.69	2,720.39	355.30	87,052.08
29	12/04/2025	3,053.81	2,720.39	333.42	84,331.69
30	01/04/2026	3,054.16	2,720.39	333.77	81,611.30
31	02/04/2026	3,043.39	2,720.39	323.00	78,890.91
32	03/04/2026	3,002.41	2,720.39	282.02	76,170.52
33	04/04/2026	3,021.86	2,720.39	301.47	73,450.13
34	05/04/2026	3,001.71	2,720.39	281.32	70,729.74
35	06/04/2026	3,000.32	2,720.39	279.93	68,009.35

36	07/04/2026	2,980.88	2,720.39	260.49	65,288.96
37	08/04/2026	2,978.79	2,720.39	258.40	62,568.57
38	09/04/2026	2,968.02	2,720.39	247.63	59,848.18
39	10/04/2026	2,949.62	2,720.39	229.23	57,127.79
40	11/04/2026	2,946.49	2,720.39	226.10	54,407.40
41	12/04/2026	2,928.78	2,720.39	208.39	51,687.01
42	01/04/2027	2,924.96	2,720.39	204.57	48,966.62
43	02/04/2027	2,914.19	2,720.39	193.80	46,246.23
44	03/04/2027	2,885.71	2,720.39	165.32	43,525.84
45	04/04/2027	2,892.66	2,720.39	172.27	40,805.45
46	05/04/2027	2,876.68	2,720.39	156.29	38,085.06
47	06/04/2027	2,871.12	2,720.39	150.73	35,364.67
48	07/04/2027	2,855.84	2,720.39	135.45	32,644.28
49	08/04/2027	2,849.59	2,720.39	129.20	29,923.89
50	09/04/2027	2,838.82	2,720.39	118.43	27,203.50
51	10/04/2027	2,824.58	2,720.39	104.19	24,483.11
52	11/04/2027	2,817.29	2,720.39	96.90	21,762.72
53	12/04/2027	2,803.74	2,720.39	83.35	19,042.33
54	01/04/2028	2,795.76	2,720.39	75.37	16,321.94
55	02/04/2028	2,784.99	2,720.39	64.60	13,601.55
56	03/04/2028	2,770.75	2,720.39	50.36	10,881.16
57	04/04/2028	2,763.46	2,720.39	43.07	8,160.77
58	05/04/2028	2,751.65	2,720.39	31.26	5,440.38
59	06/04/2028	2,741.92	2,720.39	21.53	2,719.99
60	07/04/2028	2,730.41	2,719.99	10.42	0.00

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182,590.25	163,223.00	19,367.25

C A N A D A  
Province of Ontario  
THE CORPORATION OF THE TOWN OF PRESCOTT

---

FULLY REGISTERED 4.66% SERIAL DEBENTURE

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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 (July 04, 2028), the principal amount of

ONE HUNDRED SIXTY THREE THOUSAND TWO HUNDRED TWENTY THREE DOLLARS

----- (163,223.00) -----

by monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture 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 in monthly payments from the closing date (July 04, 2023), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.66% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal 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 Corporation of The Town of Prescott as at the 4th day of July, 2023.

IN TESTIMONY WHEREOF and under the authority of By-law Number 28-2023 of the Municipality duly passed on the 19th day of June, 2023 (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: July 04, 2023

\_\_\_\_\_  
Gauri Shankar, Mayor

[SEAL] \_\_\_\_\_  
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
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## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the aggregate principal amount 163,223.00 dated July 04, 2023 and maturing on July 04, 2028 in monthly instalments of combined equal principal and diminishing interest amounts on the fourth day of August 2023 and the fourth day of each month thereafter in each of the years 2023 to 2028, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments 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.

July 04, 2023

Cunningham Swan Carty Little & Bonham LLP [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 in respect of monthly instalments of combined equal principal and diminishing interest amounts on the Debentures on the 4th day of August and the 4th day of each month thereafter, commencing on August 04, 2023 and ending on July 04, 2028, 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 Amortization 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 monthly 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 as noted on the Amortization Schedule.
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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.

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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 OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or 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, 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.

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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 a copy of such notice is mailed or otherwise delivered 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.

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- (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 monthly compounding, which a non-prepayable Debenture 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.

Name: The Corporation of The Town of Prescott  
Principal: \$163,223.00  
Rate: 4.66%  
Term: 5 years  
Matures: July 4, 2028

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	08/04/2023	3,366.40	2,720.39	646.01	160,502.61
2	09/04/2023	3,355.63	2,720.39	635.24	157,782.22
3	10/04/2023	3,324.72	2,720.39	604.33	155,061.83
4	11/04/2023	3,334.09	2,720.39	613.70	152,341.44
5	12/04/2023	3,303.88	2,720.39	583.49	149,621.05
6	01/04/2024	3,312.56	2,720.39	592.17	146,900.66
7	02/04/2024	3,301.79	2,720.39	581.40	144,180.27
8	03/04/2024	3,254.21	2,720.39	533.82	141,459.88
9	04/04/2024	3,280.26	2,720.39	559.87	138,739.49
10	05/04/2024	3,251.78	2,720.39	531.39	136,019.10
11	06/04/2024	3,258.73	2,720.39	538.34	133,298.71
12	07/04/2024	3,230.94	2,720.39	510.55	130,578.32
13	08/04/2024	3,237.19	2,720.39	516.80	127,857.93
14	09/04/2024	3,226.43	2,720.39	506.04	125,137.54
15	10/04/2024	3,199.68	2,720.39	479.29	122,417.15
16	11/04/2024	3,204.89	2,720.39	484.50	119,696.76
17	12/04/2024	3,178.84	2,720.39	458.45	116,976.37
18	01/04/2025	3,183.36	2,720.39	462.97	114,255.98
19	02/04/2025	3,172.59	2,720.39	452.20	111,535.59
20	03/04/2025	3,119.11	2,720.39	398.72	108,815.20
21	04/04/2025	3,151.06	2,720.39	430.67	106,094.81
22	05/04/2025	3,126.75	2,720.39	406.36	103,374.42
23	06/04/2025	3,129.53	2,720.39	409.14	100,654.03
24	07/04/2025	3,105.91	2,720.39	385.52	97,933.64
25	08/04/2025	3,107.99	2,720.39	387.60	95,213.25
26	09/04/2025	3,097.23	2,720.39	376.84	92,492.86
27	10/04/2025	3,074.65	2,720.39	354.26	89,772.47
28	11/04/2025	3,075.69	2,720.39	355.30	87,052.08
29	12/04/2025	3,053.81	2,720.39	333.42	84,331.69
30	01/04/2026	3,054.16	2,720.39	333.77	81,611.30
31	02/04/2026	3,043.39	2,720.39	323.00	78,890.91
32	03/04/2026	3,002.41	2,720.39	282.02	76,170.52
33	04/04/2026	3,021.86	2,720.39	301.47	73,450.13
34	05/04/2026	3,001.71	2,720.39	281.32	70,729.74
35	06/04/2026	3,000.32	2,720.39	279.93	68,009.35
36	07/04/2026	2,980.88	2,720.39	260.49	65,288.96
37	08/04/2026	2,978.79	2,720.39	258.40	62,568.57
38	09/04/2026	2,968.02	2,720.39	247.63	59,848.18
39	10/04/2026	2,949.62	2,720.39	229.23	57,127.79
40	11/04/2026	2,946.49	2,720.39	226.10	54,407.40
41	12/04/2026	2,928.78	2,720.39	208.39	51,687.01

42	01/04/2027	2,924.96	2,720.39	204.57	48,966.62
43	02/04/2027	2,914.19	2,720.39	193.80	46,246.23
44	03/04/2027	2,885.71	2,720.39	165.32	43,525.84
45	04/04/2027	2,892.66	2,720.39	172.27	40,805.45
46	05/04/2027	2,876.68	2,720.39	156.29	38,085.06
47	06/04/2027	2,871.12	2,720.39	150.73	35,364.67
48	07/04/2027	2,855.84	2,720.39	135.45	32,644.28
49	08/04/2027	2,849.59	2,720.39	129.20	29,923.89
50	09/04/2027	2,838.82	2,720.39	118.43	27,203.50
51	10/04/2027	2,824.58	2,720.39	104.19	24,483.11
52	11/04/2027	2,817.29	2,720.39	96.90	21,762.72
53	12/04/2027	2,803.74	2,720.39	83.35	19,042.33
54	01/04/2028	2,795.76	2,720.39	75.37	16,321.94
55	02/04/2028	2,784.99	2,720.39	64.60	13,601.55
56	03/04/2028	2,770.75	2,720.39	50.36	10,881.16
57	04/04/2028	2,763.46	2,720.39	43.07	8,160.77
58	05/04/2028	2,751.65	2,720.39	31.26	5,440.38
59	06/04/2028	2,741.92	2,720.39	21.53	2,719.99
60	07/04/2028	2,730.41	2,719.99	10.42	0.00

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182,590.25	163,223.00	19,367.25

## CERTIFICATE OF THE CLERK

**To:                   Cunningham Swan Carty Little & Bonham LLP**

**And To:         OILC**

IN THE MATTER OF an issue of a 5 year(s), 4.66% serial debenture of The Corporation of The Town of Prescott (the “**Municipality**”) in the aggregate principal amount of \$163,223.00 for the capital work(s) of the Municipality, authorized by Debenture By-law Number 28-2023 (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, Lindsey Veltkamp, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1.               The Debenture By-law was finally passed and enacted by the Council of the Municipality on the June 19, 2023 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 Mayor 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 Mayor 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 Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), 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 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 Authorizing By-law(s), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
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.

8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.

9. 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) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.

10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby 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 Corporation of The Town of Prescott as at the 4th day of July, 2023.

[AFFIX SEAL]

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Lindsey Veltkamp, Clerk



## CERTIFICATE OF THE TREASURER

**To:           Cunningham Swan Carty Little & Bonham LLP**

**And To:     OILC**

IN THE MATTER OF an issue of a 5 year(s), 4.66% serial debenture of The Corporation of The Town of Prescott (the “**Municipality**”) in the aggregate principal amount of \$163,223.00, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 28-2023 the “**Debenture By-law**”);

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

I, Matthew Armstrong, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1.     The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
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), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), 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 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 and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the Regulation.
3.     As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit.
4.     In updating the 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.
5.     The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work.

7. The money received by the Municipality from the sale of the debentures 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 July 04, 2023, I as Treasurer, signed the fully registered serial debenture numbered 28-2023 in the aggregate principal amount of \$163,223.00, dated July 04, 2023, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the “**OILC Debenture**”).

9. On or before July 04, 2023, the OILC Debenture was signed by Gauri Shankar, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, 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.

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

11. 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 authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

**DATED** at The Corporation of The Town of Prescott as at the 4th day of July, 2023.

[AFFIX SEAL]

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Matthew Armstrong, Treasurer

I, Lindsey Veltkamp, Clerk of the Municipality do hereby certify that the signature of Matthew Armstrong, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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Lindsey Veltkamp, Clerk

# THE CORPORATION OF THE TOWN OF PRESCOTT

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## BY-LAW NO. 29-2023

### A BY-LAW TO SET THE REMUNERATION RATES FOR MEMBERS OF COUNCIL

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#### **Being a by-law to set the remuneration rates for Members of Council**

**WHEREAS** Section 283 of the *Municipal Act, 2001*, as amended provides for the passing of by-laws for the paying of remuneration to members of Council; and

**WHEREAS** the Town of Prescott did not revoke By-law 18-2002 under Subsection 255 (2) or (3) of the old Act before January 1, 2003, declaring that one-third of the remuneration paid to the elected members of council is deemed as expenses incident to the discharge of their duties as members of the council; and

**WHEREAS** the *Municipal Act, 2001*, as amended provides that the powers of every Council are to be exercised by By-law; and

**WHEREAS** the Council of the Corporation of the Town of Prescott deems it appropriate to pass such a By-law.

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

1. Effective January 1, 2023, annual remuneration shall be paid to each member of Council of the Corporation of the Town of Prescott, as set out in Schedule 'A' attached hereto.
2. The remuneration amount for 2023 shall be retroactive to January 1, 2023.
3. Such remuneration shall be paid bi-weekly, and in the event of the death of a member or upon them ceasing to be a member for any reason before the expiration of their term of office, the amount payable to the member or to members personal representative shall be in proportion to the period of their service during such term.
4. In accordance with Section 283 (7) of the *Municipal Act, 2001*, the council shall review this by-law at least once during the corresponding term of office of its members after a regular election.
5. Upon the passing of this by-law, By-Law 40-2016 and all previous by-laws or portions of by-laws pertaining to council remuneration are hereby repealed.

6. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**READ AND PASSED, SIGNED AND SEALED THE 19<sup>th</sup> DAY OF JUNE 2023.**

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**Mayor**

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**Clerk**

**By-law 29-2023  
Schedule 'A'  
Council Remuneration**

<b>Annual Remuneration Commencing January 1, 2023</b>				
<b>Position</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Mayor – Base	26,685	29,418 amount + CPI from 2023	2024 amount + CPI from 2024	2025 amount + CPI from 2025
Mayor – County and Regional Meetings	7,321	7,321	7,321	7,321
Councillor	13,609	15,397 amount + CPI from 2023	2024 amount + CPI from 2024	2025 + CPI from 2025

CPI = Consumer Price Index for Ontario for November as published in December, as per Statistics Canada.





**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 30-2023**

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE SPECIAL COUNCIL  
MEETING HELD ON JUNE 19, 2023**

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**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 THE 19<sup>th</sup> DAY OF JUNE 2023.**

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**Mayor**

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**Deputy Clerk**