



**PRESCOTT TOWN COUNCIL  
AGENDA**

**April 19, 2022**

**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.***

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**Pages**

**1. Call to Order**

*We will begin this meeting of Council by acknowledging 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.*

**2. Approval of Agenda**

**Recommendation**

That the agenda for the Council meeting of April 19, 2022, be approved as presented.

**3. Declarations of Interest**

**4. Presentations**

**5. Delegations**

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

**6.1. April 4, 2022**

1

**Recommendation**

That the Council minutes dated April 4, 2022, be accepted as presented.

**7. Communications & Petitions**

**8. Consent Reports**

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

**RECOMMENDATION**

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

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

**8.2. Flag Policy**

12

**RECOMMENDATION**

That Council approve Flag Policy CP-100-01.

**9. Committee Reports**

**10. Mayor**

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

**12. Staff**

**12.1. Staff Report 47-2022 - Recreation & Tourism Asset Inventory - Next Steps**

15

**RECOMMENDATION**

That Council direct staff to undertake the next steps in the Recreation and Tourism Asset Inventory as outlined in Staff Report 47-2022.

**12.2. Staff Report 48-2022: Augusta - Prescott Developer Package - Action Items**

32

**RECOMMENDATION**

That Council direct staff to work in coordination with Augusta Township to undertake the action items for the creation of a Developer Package as outlined in report 48-2022; and

That Council direct staff to engage EVB Engineering to complete the necessary technical work and calculations for a Water / Wastewater extension agreement, defining the associated cost to developers both west of Prescott and north of Prescott with an upset limit of \$15,000; and

That Council direct staff to undertake the necessary studies for the Town of Prescott Development Charges which are required to be renewed in 2023.

- 12.3. Staff Report 49-2022: Property Tax and Water-Wastewater Rates Comparison 37**

**RECOMMENDATION**

For information.

- 12.4. Staff Report 50-2022 - Prescott Podcast - Canadian History Ehx 39**

**RECOMMENDATION**

That Council direct staff to enter into an agreement with Craig Baird of Canadian History Ehx, to produce a podcast showcasing Prescott's unique history and tourism assets, at a cost not to exceed \$250.

- 12.5. Staff Report 51-2022 - Silencing of Train Whistling overnight at Public grade stops in Prescott 45**

**RECOMMENDATION**

That Council direct staff to follow the process outlined by Transport Canada for the silencing of train whistling at public grade crossings in Prescott, as a result of a formal request received from a citizen.

**13. Resolutions**

- 13.1. Resolution of Support re: Hospital Capital Funding 51**

**RECOMMENDATION**

That the Council of the Town of Prescott support the Town of Bracebridge motion 22-PD-014, dated February 24, 2022, regarding hospital capital funding; and

That a copy of the motion be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Chrystia Freeland, Minister of Finance, the Honourable Christine Elliott, Minister of Health, the

Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Michael Barrett, Member of Parliament for Leeds-Grenville-Thousand Islands and Rideau Lakes, the Association of Municipalities of Ontario (AMO), and Leeds and Grenville municipalities.

**14. By-laws**

**14.1. Automatic Fire Aid Agreement with the Township of Augusta 53**

**RECOMMENDATION**

That By-Law 21-2022, being a by-law to authorize an Automatic Aid Agreement between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta for fire protection services, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

**14.2. Canada Community Revitalization Fund - Contribution Agreement 63**

**RECOMMENDATION**

That By-law 22-2022, being a by-law to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and 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.

**15. New Business**

**16. Notices of Motion**

**17. Mayor's Proclamation**

**17.1. National Day of Awareness for Missing and Murdered Indigenous Women - May 5, 2022 88**

**17.2. Earth Day - April 22, 2022 89**

**18. Closed Session**

**RECOMMENDATION**

That Council move into Closed Session at \_\_\_\_\_ p.m. to discuss matters pertaining to:

18.1 Approval of Closed Session Minutes

18.2 Purchase & Sale

- 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.

**19. Rise and Report**

**20. Confirming By-Law – 23-2022**

90

**RECOMMENDATION**

That By-Law 23-2022, being a by-law to confirm the proceedings of the Council meeting held on April 19, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

**21. Adjournment**

**RECOMMENDATION**

That the meeting be adjourned to Monday, May 2, 2022 at 6:00 p.m. (Time: p.m.)



**PRESCOTT TOWN COUNCIL  
MINUTES**

**Monday, April 4, 2022  
6:00 p.m.  
Council Chambers  
360 Dibble St. W.  
Prescott, Ontario**

Present	Mayor Brett Todd, Councillor Leanne Burton, Councillor Teresa Jansman, Councillor Lee McConnell, Councillor Mike Ostrander, Councillor Gauri Shankar, Councillor Ray Young
Staff	Matthew Armstrong, CAO/Treasurer, Nathan Richard, Interim Director of Operations, Lindsey Veltkamp, Director of Administration/Clerk, Dana Valentyne, Economic Development Officer, Kaitlin Mallory, Deputy Clerk, Renny Rayner, Fire Chief, Samantha Joudoin-Miller, Manager of Community Services

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**1. Call to Order**

Mayor Todd began the meeting by acknowledging that we are meeting on the aboriginal land that has been inhabited by Indigenous peoples.

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

He then called the meeting to order at 6:03 p.m.

**2. Approval of Agenda**

Motion 80-2022

Moved By Ostrander  
Seconded By Shankar

That the agenda for the Council meeting of April 4, 2022 be approved as presented.

Carried

**3. Declarations of Interest**

There were no declarations of interest expressed.

**4. Presentations**

There were no presentations.

**5. Delegations**

There were no delegations.

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

**6.1 March 21, 2022**

Motion 81-2022

Moved By McConnell  
Seconded By Burton

That the Council minutes dated March 21, 2022, be accepted as presented.

Carried

**7. Communications & Petitions**

There was nothing under communications and petitions.

**8. Consent Reports**

Motion 82-2022

Moved By Young

Seconded By Shankar

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

Carried

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

1. Planning Advisory Committee Meeting Approved Minutes – December 22, 2021
2. Police Services Board Meeting Approved Minutes – March 1, 2022
3. BIA Meeting Approved Minutes – February 8, 2022
4. Township of Augusta resolution of support re: River Route Transit Program Continuation
5. United Counties of Leeds and Grenville Media Release – March 24, 2022
6. Leeds, Grenville & Lanark District Health Unit Weekly Call with Municipalities, MP's and MPP's – March 25, 2022
7. The Grenville Sentinel No. 311 – January/ February 2022 Publication
8. City of Waterloo resolution of support re: Energy Performance Tiers and Timelines in next edition of Ontario Building Code

9. Town of Fort Erie resolution of support re: Climate Change Action
10. Town of Georgina resolution of support re: Imposing Limitations upon the Purchase of Goods that can easily be traced to have originated from Russia

## **9. Committee Reports**

There were no committee reports.

## **10. Mayor**

Mayor Todd spoke to his attendance at the one-year anniversary celebration for the South Grenville Beacon, a meeting with MPP Steve Clark on Friday, a Joint Collaborative Economic Task Force Committee meeting held on March 22, an upcoming Joint Special Council meeting with the Township of Augusta being held on April 6, and a Prescott Police Services Board meeting held on March 31.

Mayor Todd spoke to a recent article in the Recorder and Times regarding the Fort Town Night Run event.

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

Councillor Burton spoke to the March Break Scavenger Hunt held over March Break, the upcoming Community Cleanup Day, and the success of the LG Small Business & Trade Show. She stated that the Compost Yard will be opening on April 19 and that street sweeping had begun.

Councillor Jansman spoke to her attendance at a Planning Advisory Committee meeting held on March 24, the LG Small Business & Trade Show, and the Augusta Township Mayor's Breakfast held on March 25.

Councillor McConnell spoke to the Library's Welcome Back to the Library event taking place April 11 to April 14 and outlined the daily events.

Mayor Todd congratulated Jane McGuire on her upcoming retirement.

Councillor Ostrander spoke to his attendance at the LG Small Businesses & Trade Show, the South Grenville Beacon's first anniversary event, and spoke to the office location of Connect Youth in Brockville.

Councillor Shankar spoke to his attendance at the LG Small Business & Trade Show, the Joint Economic Task Force Committee meeting, and Mayor's Breakfast in Augusta.

Councillor Young spoke to his attendance at the St. Lawrence Lodge Committee of Management meeting and congratulated Fire Chief, Renny Rayner on his first anniversary.

Mayor Todd spoke to the teamwork of staff and Council and referenced an upcoming event in April to provide an opportunity to showcase the status of the Recreation Facility.

## **12. Staff**

### **12.1 Staff Report 40-2022 - Augusta - Prescott Automatic Fire Aid Agreement**

Motion 83-2022

Moved By Burton

Seconded By Ostrander

That Council direct staff to bring forward the Augusta – Prescott Automatic Fire Aid Agreement for final discussion and consideration to the Council meeting of April 19, 2022.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He stated that the agreement was similar to the approved agreement with the Township of Edwardsburgh Cardinal and referenced the terms of the agreement.

Renny Rayner, Fire Chief, stated that the agreement would streamline service and maintain a great level of service to the Township of Augusta.

Discussion was held regarding the partnership between both fire departments, the agreement term of four years, and the inclusion of a sunset clause.

## **12.2 Staff Report 41-2022 - Flag Policy**

Motion 84-2022

Moved By Ostrander

Seconded By Shankar

That Council provide feedback regarding the draft Flag Policy outlined in Staff Report 41-2022 to staff by April 12, 2022; and

That staff be directed to bring the Flag Policy to the Council meeting of April 19, 2022, for final consideration and discussion.

Carried

Lindsey Veltkamp, Director of Administration/Clerk spoke to the report.

Discussion was held regarding the National Day of Truth and Reconciliation and Haudenosaunee flags.

Renny Rayner, Fire Chief, left the meeting at 6:31 p.m.

Mayor Todd spoke to a request to recognize on May 5th in recognition of National Day of Awareness for Missing and Murdered Indigenous Women, Girls and opportunities to provide the public with educational displays at the Museum.

## **12.3 Staff Report 42-2022 - Recreation Complex Field Phase II Planning**

Motion 85-2022

Moved By Burton

Seconded By McConnell

That Council direct staff to elicit feedback from local user groups for the outdoor recreation activities as part of Phase II of the Recreation Complex planning; and

That staff report back to Council with the feedback and a draft layout of the Recreation Complex in May 2022.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the Recreation Master Plan, phase II which includes the outdoor

amenities, and scheduling conversations with outdoor clubs and organizations to determine community needs.

Nathan Richard, Interim Director of Operations, spoke to the amenities included in the recreation complex field including a dog park, a pathway, and a skatepark.

Samantha Joudoin-Miller, Manager of Community Services, spoke to scheduling conversations with organizations.

Discussion was held regarding the outdoor fields, the paved pathway, the proximity of the dog park to the children's area, and timeline associated with the outdoor space.

Further discussion was held regarding phase II, a draft field layout coming back to Council for review, consideration for different activities, and the limited available space.

#### **12.4 Staff Report 43-2022 - Financial Report - February 2022**

Matthew Armstrong, CAO/Treasurer spoke to the report.

Council requested a follow up report come back for information comparing the Town of Prescott's tax, water and sewer rates to other municipalities.

#### **12.5 Staff Report 44-2022 - Canada Community Revitalization Fund - Update**

Motion 86-2022

Moved By Jansman  
Seconded By Burton

That Council direct staff to create the By-law necessary to enter into the Canada Community Revitalization Fund agreement and that it be included on the Council Agenda for April 19, 2022, for final discussion and consideration.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report.

Dana Valentyne, Economic Development Officer, spoke to the funding, the use of the funds which include the public pop-up shops, and timeline for implementation.

Discussion was held regarding the total cost of the projects and the Town's contribution.

Further discussion was held regarding the upcoming summer season and working with new entrepreneurs and downtown businesses.

## **12.6 Staff Report 45-2022- Resolution of Support re: Hospital Funding**

Motion 87-2022

Moved By Jansman  
Seconded By Burton

That Council direct staff to bring back a resolution in support of the Town of Bracebridge's Resolution regarding Hospital Capital Funding.

Carried

Lindsey Veltkamp, Director of Administration/Clerk, spoke to the report.

Discussion was held regarding the financial pressure on municipalities, past requests from hospitals, and designating Brockville General Hospital as the Town of Prescott's hospital to support.

## **12.7 Staff Report 46-2022 - Digital Mainstreet & Tourism Initiatives**

Motion 88-2022

Moved By Young  
Seconded By Jansman

That Council allocate a maximum of \$15,000 in Municipal Modernization Grant funding to support the implementation of a RiverWalk Revival program; and

That staff be directed to proceed with submitting an application to the Digital Main Street program for funding, to extend the Digital Main Street Coordinator position.

Carried

Dana Valentyne, Economic Development Officer, spoke to the report. She referenced the fully funded Digital Mainstreet Coordinator, ongoing program partnering with the Township of Augusta and the Township of Edwardsburgh Cardinal, and the use of modernization funding.

Discussion was held regarding all activities Prescott has to offer.

**13. Resolutions**

There were no resolutions.

**14. By-laws**

There were no by-laws for approval.

**15. New Business**

Discussion was held regarding the timeline for the demolition of 175 King Street west, the street work on Dibble Street East, and the installation of the solar lights along the Heritage River Trail.

**16. Notices of Motion**

There were no notices of motion.

**17. Mayor's Proclamation**

There were no Mayoral Proclamations.

**18. Closed Session**

Motion 89-2022

Moved By Burton

Seconded By Ostrander

That Council move into Closed Session at 7:12 p.m. to discuss matters pertaining to:

18.1 Approval of Closed Session Minutes

18.2 Purchase & Sale

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

18.3 Identifiable Individual

- Under Section 239(2)(b) of the *Municipal Act* - personal matters about an identifiable individual, including municipal or local board employee; and

That the CAO/Treasurer, Clerk, Interim Director of Operations, Economic Development Officer, Manager of Community Services, and Deputy Clerk remain in the room.

Carried

**19. Rise and Report**

During the Closed Session Council approved Item 18.1 - Closed Session Minutes, provided staff direction on Item 18.2 - Purchase & Sale, and received information on Item 18.3 - Identifiable Individual.

**20. Confirming By-Law – 20-2022**

Motion 90-2022

Moved By Ostrander  
Seconded By Shankar

That By-Law 20-2022, being a by-law to confirm the proceedings of the Council meeting held on April 4, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

**21. Adjournment**

Motion 91-2022

Moved By Burton  
Seconded By Shankar

That the meeting be adjourned to Tuesday, April 19, 2022. (Time: 7:49 p.m.)

Carried

Mayor Todd spoke to the upcoming Joint Special Council Meeting of the Township of Augusta and Town of Prescott on Wednesday, April 6 at the Maitland Fire Hall.

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Mayor

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Clerk



<b>Policy Type:</b>	Corporate Policy
<b>Policy #:</b>	CP-100-01
<b>Approved by Council on:</b>	April 19, 2022

## **Municipal Flag Policy**

### **Policy**

This policy will provide a framework to ensure that all flags at municipal properties owned by the Town of Prescott are flown and displayed in an appropriate and consistent manner. It applies to all flags maintained and in control of the Town of Prescott.

### **Objective**

To provide a clear and consistent framework for the flying, displaying, and half-masting of flags at municipal locations.

### **Definitions**

“Council” – means the Council of the Corporation of the Town of Prescott

“Flying a Flag at Half-Mast” – means the action of flying a flag at a position that is equal distance from the top and bottom of a flagpole, to mark periods of mourning or to commemorate solemn occasions.

“Halyard” means a rope used for raising and lowering a flag.

“Tattered Flag” or “Worn Flag” means a flag that has developed a hole, where the colour has faded, or where the flag has become frayed.

### **Procedure**

The Town of Prescott will fly flags on its properties on a permanent basis and on a temporary basis.

Community flag requests that have been approved or any other flag that is endorsed by the Town of Prescott will be flown primarily at Town Hall.

## **Display of Flags**

Flags will be displayed in accordance with the guidelines set out on the Government of Canada's National Flag of Canada etiquette webpage, found here:

<https://www.canada.ca/en/canadian-heritage/services/flag-canada-etiquette.html>

The Town of Prescott will fly the listed flags below at various locations based on number of available flag poles:

- National Flag of Canada;
- The Provincial Flag of Ontario
- The Municipal Flag
- And any other flag endorsed by the municipality.

## **Position and Priority**

Position and priority of flags will be based on the Government of Canada's National Flag of Canada etiquette webpage.

## **Half-Masting**

Flags at Town facilities will be lowered to half-mast to recognize a period of official mourning. The flying of flags at half-mast will be made at the discretion of the Mayor or the Chief Administrative Officer (CAO). Flags will fly at half-mast from the time of notification of death until sunset on the day of the funeral or memorial service. The Town will fly its flags at half-mast, where feasible to do so, upon receiving notification of the death of any of the following individuals:

- The Sovereign or Sovereign's Family
- Current and former Governors General of Canada
- Current and former Prime Ministers of Canada
- The Lieutenant Governor of Ontario
- The Premier of Ontario
- The Local Member of the House of Commons, or a Local Member of the Provincial Legislature
- The Mayor, a former Mayor, a Member of Council, a former Member of Council,
- Any other prominent public figure as determined by the Mayor in consultation with the CAO or Clerk.

Town staff will coordinate with the Prescott Fire Department regarding flag lowering during mourning for fallen Emergency Responders.

## **Annual Half-Masting Dates**

The following dates are recognized as solemn occasions, as such, the Canadian flag will be lowered annually on the dates identified on the Government of Canada's National Flag of Canada etiquette webpage

## **Special Requests**

A special request from non-profit organizations wishing to raise their flags at Town Hall to mark an event will be reviewed and processed by the Clerk's Department. The request will be placed on the Council Agenda for approval. Special requests will be noted on the Council Agenda under the Mayor's Proclamation section. Approved flags will be flown primarily at Town Hall.

A special request in writing to the Clerk should be made four weeks prior to the requested date including the following information:

- Name of the requesting organization;
- Contact information;
- Requested event or occasion;
- Date or time period of event or occasion;
- Explanation or purpose of the event or occasion;
- Description of the applicant organization including any local, national, or international affiliation, brief history, and any other relevant information.

At no time will the Town of Prescott display flags deemed to be inappropriate or offensive in nature, or those supporting discrimination, prejudice, political or religious movements.

Flags shall only be raised and lowered on business days that Town Hall is open.

The Town of Prescott reserves the right to choose which flags may or may not be flown at Town owned properties.

## **Disposal and Replacement of Flags**

Flags may be replaced as necessary if they become faded or tattered and are no longer acceptable to display. Damaged Flags shall be destroyed in a dignified way and replaced promptly. When a flag becomes worn, noticeably faded or otherwise unfit for service, it must be disposed of in a dignified manner as per the Government of Canada's National Flag of Canada etiquette webpage

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 19 '22
Strategic Plan		

## REPORT TO COUNCIL

Date April 19, 2022

**Report No. 47-2022**

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Recreation and Tourism Asset Inventory – Next Steps

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### **Recommendation:**

That Council direct staff to undertake the next steps in the Recreation and Tourism Asset Inventory as outlined in Staff Report 47-2022.

### **Background/Analysis**

Recreation and Tourism was identified as an area of opportunity for collaboration between Augusta Township and the Town of Prescott in the joint economic development recommendations. An initial asset inventory was presented at the Joint Special Council meeting of April 6, 2022.

There were several next steps identified in the presentation which were endorsed by the Joint Councils. They include:

- Continue to add assets to the recreation and tourism inventory
- Collaborate on activities and events between the municipalities
- Cross-promote activities and events in the municipalities
- Invite Edwardsburgh / Cardinal to participate
- Create a marketing plan and materials
  - o Maps
  - o Print Materials
  - o Digital Materials
  - o Advertising Campaign



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 19 '22
Strategic Plan		

An additional next step was added at the Joint Special Council Meeting to create a Joint Recreation Committee and to invite the Township of Edwardsburgh Cardinal to participate in the Committee.

A formal invitation will be sent to the Township of Edwardsburgh Cardinal to become a member of the Joint Recreational Committee following the formal adoption of the recommendations of both Augusta and Prescott Council's.

The following is a draft of the Terms of Reference for the Joint Recreation Committee.

#### Committee Mandate

- To explore areas of collaboration between the participating municipalities in relation to recreational activities

#### Committee Membership

- 1 elected Member of Council from each participating municipality who has the responsibility for recreation
- 1 Member of Staff from each participating municipality
- 3 community members from each municipality from recreational organizations

#### Committee Quorum

- Quorum for the purpose of meetings, will be 50% of the committee members plus 1 member

#### Committee Resources

- Staff from participating municipalities shall act as a resource to the Committee

#### Committee Recommendations

- The Joint Recreational Committee will make recommendations that will be brought back to each participating municipality for consideration



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 19 '22
Strategic Plan		

**Alternatives:**

Council could decide to modify the next steps of the Recreation and Tourism asset inventory.

**Financial Implications:**

None

**Environmental Implications:**

None

**Attachments:**

- Augusta – Prescott Recreation & Tourism Asset Inventory

*Submitted by:*

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Matthew Armstrong  
Chief Administrative Officer & Treasurer



# RECREATION & TOURISM ASSET INVENTORY

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## Recreation & Tourism Categories

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Asset Inventory

- Parks & Outdoor Activities
- Recreation Centre's & Event Spaces
- Water Based Activities
- Cultural and Educational
- Historical & Heritage
- Events

# Parks & Outdoor Activities

Location	Name	Playground	Baseball	Soccer	Basketball	Tennis/ Pickleball	Disc Golf	Canteen	Picnic Area	Washroom	Trail	Outdoor Ice Rink	Horseshoe
Algonquin	Lawrence A. Fox Memorial Park		✓										
Domville	Domville Ball Park		✓					✓	✓	✓			
Maitland	Cedar Park	✓			✓							✓	
Maitland	Maitland Education and Community Recreation Centre	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	
Maynard	Maynard Education and Recreation Centre	✓	✓	✓	✓	✓		✓	✓	✓		✓	
Limerick Forest	Limerick Forest										✓		
North Augusta	Outdoor Recreation Area	✓	✓	✓	✓			✓	✓	✓		✓	✓
Roebuck	Roebuck Education and Recreation Centre	✓	✓					✓	✓	✓			

# Parks & Outdoor Activities

Location	Name	Playground	Baseball	Soccer	Skateboard Park	Tennis / Pickleball	Basketball	Canteen	Picnic Area	Washroom	Trail	Outdoor Ice Rink	Dog Park
Prescott	Centennial Park	✓				✓			✓	✓	✓		
Prescott	Heritage River Trail								✓		✓		
Prescott	Fader's Park	✓											
Prescott	Fairway Park	✓											
Prescott	Riverwalk Park	✓							✓				
Prescott	Sarah Spencer Park	✓										✓	
Prescott	Seymour Recreation Complex (planning)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

# Parks and Outdoor Activities

- Great Lakes Cycling Trail
  - Prescott Riverwalk District is designated Bicycle Friendly by Ontario By Bike
  - Adding 2 bicycle repair stations in the Riverwalk District in 2022
- Grenville Snowmobile Association
- Prescott Curling Club
- Prescott Golf Club
  - 18-hole golf course, restaurant, meeting and event space
- Prescott Lawn Bowling Club
- Summer Parks Program
  - Augusta
  - Prescott

# Recreation Centre & Event Spaces

- Limerick Forest Interpretive Centre
- Maitland Education and Recreation Centre
  - Community Hall: Fully accessible indoor meeting and event space
- Maynard Education and Recreation Centre
  - Community Hall: Fully accessible indoor meeting and event space
- North Augusta Mill Street Community Hall
  - Community Hall: Fully accessible indoor meeting and event space
- North Augusta Main Street Recreation Centre
  - Building will undergo major renovations
- Roebuck Education and Recreation Centre
  - Community Hall: Fully accessible indoor meeting and event space

# Recreation Centre & Event Spaces

- Kinsmen Amphitheatre – Outdoor amphitheater and event stage
- Leo Boivin Community Centre
  - Indoor Pickleball, Basketball, Floor Hockey, Walking Club
  - After school program run by Connect Youth
  - Multi-use meeting & event space
  - Recreation lending library – New for 2022
- Rotary Pavilion – Outdoor meeting and event space
- Prescott Town Hall
  - Fully accessible indoor meeting and event space
- Walkerhouse – Seniors Recreation Centre
  - Plethora of senior's recreation, interest, educational, and fitness programs

# Recreation Centre & Event Spaces

- Alaine Chartrand Community Centre
  - 200' x 85' Ice Surface
  - Seating for 800
  - 7 Dressing Rooms
  - Coaches and Referees Change Rooms
  - First Aid Room
  - Canteen
  - Walking Track
  - Multi-use community rooms
  - Multi-use fitness room
  - Skate sharpening shop
  - Minor Hockey and Figure Skating Offices
  - 4 electric vehicle charging stations

# Water Based Activities

- Lemon Point water access for small watercraft – Canoes, Kayaks, Row Boats
- Maitland Look Out
  - Pull off area to view the St. Lawrence River
- Prescott Centennial Park
  - Kelly's Beach
  - Outdoor Pool – Swimming lessons, Swim Club, Aqua-fit, recreational swimming
  - Splashpad
  - Public boat launch with trailer parking
  - Public boat launch for non-motorized watercraft only
- Fishing from shore

# Water Activities

- Prescott Riverwalk Park
  - Deepwater dock
  - Scuba dive ramp
  - Underwater exploration area
  - Waterfront parking area to view the St. Lawrence River
- Rothesay Dive Site – (West of Prescott)
  - Diver's and viewing bench
  - Washroom and accessible change facility
  - Accessible Picnic area
  - A century old shipwreck
- Sandra S. Lawn Harbour & Marina
  - 128 Slip marina with transient slips
  - Electrical and water services
  - Fuel and Pumpout Service
  - Showers and restrooms
  - Outdoor ice rink in 2022
  - Adding non-motorized watercraft launch in 2022

# Cultural and Educational

- 1000 Islands and Rideau Canal Garden Trail
  - Maitland Garden of Hope
  - Shakespeare's Gardens
  - Van Berlo Gardens
- Augusta Township Library – Algonquin
  - Recreation lending library
- Canadian Coast Guard – Prescott Base
- Heritage Trail Arboretum
- Prescott Library
- Rotary Clocktower
- Rotary Lighthouse
- South Grenville Guild of the Fine Arts

# Historical and Heritage

- Blue Church Site
- Fort Wellington
  - Parks Canada Site
- Grenville County Historical Society at the Prescott Railway Station
- Homewood Museum
  - Ontario Heritage Trust Site
- Prescott Museum and Visitor's Centre
- Prescott Peace Bell
- Heritage designated properties and properties of interest

# Events

- Canada Day Fireworks – July 2022
- Community Clean Up Day – April 2022
- Community Pool Party
- Edward Street Promenade in Prescott – July and August Long Weekends 2022
- Family Day Event at the Leo Boivin Community Centre – February 2022
- Farmers' and Crafters' Market
  - North Augusta – May to October 2022
  - Prescott – May to September 2022
- LG Approved Small Business & Trade Show at Leo Boivin Community Centre – March 2022
- Laughs at the Leo – June 2022
- March Break Scavenger Hunt – March 2022
- Augusta Township Christmas 'Drive by' Parade – December 2022
- Prescott Santa Claus Parade – December 2022
- Pumpkin Parade – Riverwalk Park – November 2022
- St. Lawrence Shakespeare Festival at the Kinsmen Amphitheater
- Sunday night concert series at the Kinsmen Amphitheatre – July & August
- Upper Canada Folkfest at Kinsmen Amphitheatre – August 2022

# Next Steps

- Continue to add assets to the recreation and tourism inventory
- Collaborate on activities and events between the municipalities
- Cross-promote activities and events in the municipalities
- Invite Edwardsburgh / Cardinal to participate
- Create a marketing plan and materials
  - Maps
  - Print Materials
  - Digital Materials
  - Advertising Campaign



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## REPORT TO COUNCIL

Date April 19, 2022

Report No. 48-2022

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Augusta – Prescott Developer Package – Action Items

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### Recommendation:

That Council direct staff to work in coordination with Augusta Township to undertake the action items for the creation of a Developer Package as outlined in report 48-2022; and

That Council direct staff to engage EVB Engineering to complete the necessary technical work and calculations for a Water / Wastewater extension agreement, defining the associated cost to developers both west of Prescott and north of Prescott with an upset limit of \$15,000; and

That Council direct staff to undertake the necessary studies for the Town of Prescott Development Charges which are required to be renewed in 2023.

### Background/Analysis

The opportunity for collaboration to market development opportunities to the west and north of Prescott in Augusta Township was identified in the joint economic development recommendations and land needs study.

At the Joint Special Council meeting held on April 6<sup>th</sup> a presentation was identifying various studies and work that needs to be undertaken to create an Augusta – Prescott Developer Package. The Joint Councils endorsed a motion to move forward on the action items.

		Date Req'd
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***Official Plans, Zoning and Development Charges***

Item	Responsibility	Cost Estimate	Timeline
Alignment of Augusta Official Plan and United Counties of Leeds and Grenville Official Plan west and north of Prescott to allow for higher density development.	Augusta	\$30,000 to \$50,000	Amendments – minimum of 6 months
Amendments to Augusta Zoning By-law for areas west of north of Prescott	Augusta	Included in above	Implementing Zoning amendments 4-6 months after OPA approval
Alignment of Prescott Official Plan and Zoning By-law with areas west and north of Prescott	Augusta	Included in above	See above
Development Charge Study (Augusta), Update (Prescott)	Prescott	\$15,000 to \$20,000 per municipality	Approximately 4-6 months

***Water and Wastewater***

Item	Responsibility	Cost Estimate	Timeline
Water / Wastewater extension agreement, defining the associated cost to developers both west of Prescott and north of Prescott (EVB could do the technical work)	Prescott	To be determined	3 months
Discussion with Newterra and OCWA to understand how other wastewater systems could work in conjunction with the Town's	Prescott	Minimal	Can occur at any time

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### ***Utilities***

Item	Responsibility	Cost Estimate	Timeline
Discussion with RSL/Hydro One to understand electrical servicing availability	As required	Minimal	Can occur at any time
Discussion with Union Gas / Enbridge to understand natural gas servicing availability	As required	Minimal	Can occur at any time
Discussion with Cogeco on cable servicing availability	As required	Minimal	Can occur at any time
Discussion with Bell on telephone and internet servicing availability	As required	Minimal	Can occur at any time

### ***Other Studies***

Item	Responsibility	Cost Estimate	Timeline
Discussion with South Nation Conservation to understand if there are any source water protection or other considerations that need to be addressed	Augusta	OPA - \$785 to \$3920, Zoning - \$400, Technical Review - \$2,885	Preliminary discussions can occur anytime. They will be a circulated agency on planning amendments
Topographical study of the developable areas to inform road design, water/wastewater obstacles, etc.	Optional (to be determined at a later date)		
Phase 1 Environmental Assessments for the developable areas to inform of any potential environmental concerns from previous uses/developments	Optional (to be determined)		



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### Alternatives:

Council could decide to modify the actions items identified.

### Financial Implications:

Prescott would be responsible for the engineering costs in relation to the development of the water / wastewater extension agreement. This would be paid for through the water and wastewater reserves and recovered as extension agreements are signed in the future for developments.

Under provincial legislation, Development Charges are required to be renewed every 5 years. For the Town of Prescott, the renewal date is in 2023. The Development Charges study is paid for through the current development charges reserve.

The cost to align the Town of Prescott's Official Plan and Zoning By-law with Augusta's and the United Counties for development west of north of Prescott is expected to be minimal and can be covered by the operational budget.

The decision to undertake the optional topographical and phase I environmental assessment for various parcels of land will be presented to both Council's in the future for consideration.

### Environmental Implications

None

### Attachments:

None

*Submitted by:*

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Matthew Armstrong



		Date Req'd
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Chief Administrative Officer & Treasurer



		Date Req'd
Information Purposes	X	Apr. 19 '22
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## REPORT TO COUNCIL

Date April 19, 2022

Report No. 49-2022

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Property Tax and Water-Wastewater Rates Comparison

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### Recommendation:

For information.

### Background/Analysis

Following the approval of the 2022 Operational Budget, Council requested a report be brought to a future meeting showing the comparison of property tax and water/wastewater rates.

### 2021 Property Tax Rate – Comparison

Municipalities are still in the process of finalizing their 2022 tax rates so a comparison of 2021 property tax rates have been used. The five municipalities that were used in the service delivery review are also being used for this comparison.

Tax Class	Prescott	Brockville	Gananoque	Pembroke	Smiths Falls
Residential	0.0137848	0.0131279	0.0132719	0.0147729	0.0167877
Multi-Res	0.0207427	0.0232363	0.0245198	0.0286565	0.0335754
Commercial	0.0261106	0.0255758	0.0245198	0.0292504	0.0330064
Industrial	0.0362540	0.0343045	0.0251370	0.0388528	0.0388155

The table above illustrates that the Town of Prescott property tax rates are below the average of the comparator group for residential, multi-residential and commercial properties. The industrial property tax rate is slightly above the average of the comparator group.

### Current Water and Wastewater Rate Comparisons



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Not all municipalities have determined their water and wastewater rates for 2022. The most recent published rates are being used. The municipalities that have been used as below are based on previous rate comparisons.

	Prescott Current	Prescott July 1st 2022	Smiths Falls	Gananoque	Morrisburg	Iroquois	Westport	Cardinal	North Grenville
Fixed Water Fee	25.75	26.27	37.56	38.50	45.00	45.00	63.86	25.44	47.00
Consumption Rate per m3	0.542	0.553	1.014	1.980	1.030	1.030	-	2.000	4.010
Capital Charge	-	-	-	-	-	-	23.77	-	-
Fixed Wastewater Fee	45.06	45.96	39.04	43.21	33.75	45.00	73.19	28.29	-
Consumption Rate per m3	0.542	0.553	1.060	1.640	1.030	1.030	-	2.040	-
Capital Charge	-	-	-	-	-	-	23.77	-	-
Monthly Fee Based on 15 m3	87.07	88.81	107.70	136.00	109.65	120.90	184.59	114.33	107.15

#### Alternatives:

None

#### Financial Implications:

None

#### Environmental Implications

None

#### Attachments:

None

*Submitted by:*

\_\_\_\_\_  
Matthew Armstrong  
Chief Administrative Officer & Treasurer

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 19 '22
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## REPORT TO COUNCIL

**Date:** April 19, 2022

**Report No. 50-2022**

**From:** Dana Valentyne, Economic Development Officer

**RE:** Prescott Podcast – Canadian History Ehx

### Recommendation:

That Council direct staff to enter into an agreement with Craig Baird of Canadian History Ehx, to produce a podcast showcasing Prescott's unique history and tourism assets, at a cost not to exceed \$250.

### Background/Analysis:

At a recent meeting, Council received a proposal to produce the above noted podcast and directed staff to review the opportunity and provide a subsequent recommendation for their consideration. Upon thorough review and follow-up correspondence with Mr. Baird, staff is recommending Council proceed with the podcast.

The Canadian History Ehx podcast series was launched in 2018 and has been featured on CBC Radio, 630 CHED, the Prairie Post, Reader's Digest and the Edmonton Journal. Over 40 communities have been showcased to-date. Episodes range between 15 and 40 minutes in length and focus on the community's history from its founding to today, as well as interesting sites and experiences. Podcast Website: <https://canadaehx.com/>

Podcasts are produced by Craig Baird, who researches, writes, and hosts the shows. Communities have ample opportunities to contribute content suggestions and revisions throughout the process and receive a final draft for review and approval, prior to publication.

The podcast will be published on the Canadian History Ehx website, its social media platforms and be available for download on streaming services such as Apple Music. The Town will receive a fully licensed copy of the podcast for publishing on its own website and social media platforms. The podcast will also provide engaging new audio content, to complement the diverse collection of artifacts and materials curated for the new Prescott Museum.



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**Alternatives:**

Council could modify the recommendation or decline to proceed at this time.

**Financial Implications:**

The cost to proceed with the project totals \$250, which will come from the Economic Development & Tourism.

**Environmental Implications:**

None

**Attachments:**

- Canadian History Ehx Proposal

*Submitted by:*

---

Dana Valentyne,  
Economic Development Officer

## Community Podcast Episode Sponsorship

My name is Craig Baird and I run the podcasts Canadian History Ehx and From John to Justin. My main podcast Canadian History Ehx centres on all aspects of Canadian history, from the stories of the regular settlers to the tales of important Canadians and momentous events.

My podcast is currently one of the top history shows on Apple Podcasts and one of the top podcasts overall. Each week, I average about 15,000 downloads on Canadian History Ehx from across Canada.

For two years, I have done a series that focused on the histories of small towns in the prairies, which the towns sponsored. Towns in the prairies have amazing histories that go back a century or more in many cases. From the people who founded the community to the people to the notable names and events in that community's history, there is a story to tell.

Roughly 40+ communities from British Columbia to Ontario signed on to have their community focused and to be a sponsor of that episode. I am happy to provide links to as many as you would like to listen to. Each sponsored episode would focus on the community's history from its founding to today, as well as items about the interesting places to see and the things to do there today.

Each episode would include:

- The community's history
- Things to do in the area
- Why someone should visit

The charge for these sponsorship episodes is \$250 and that is a one-time fee. The episode stays up forever on the podcast feed so it can be discovered months and even years after it airs, helping more people find out about the community long after the podcast episode airs.

I do all the research myself, as well as the writing and recording. As a result, it does not take any resources away from the community.

The episode length, depending on content and interviews, would range between 15 minutes and 40 minutes.

As for my background, I have been doing this podcast since 2018 and prior to that I spent over a decade working as a journalist in British Columbia, Alberta and Saskatchewan. I work from home currently with this podcast on an acreage outside Edmonton. I also write weekly and monthly local history columns for newspapers in B.C., Alberta, Saskatchewan and Manitoba.

I am available to talk over phone or Zoom to discuss this further or if there are any questions.

SINCERELY,

CRAIG BAIRD  
CANADIAN HISTORY EHX



# CANADIAN HISTORY EHX

*Bringing Canada's History To Thousands*



## ABOUT THE SHOW

Since 2019, Canadian History Ehx, as well as its spin-off podcasts (From John to Justin, Canada's Great War, Coast to Coast and Pucks and Cups) has been bringing Canada's history to thousands of people around the world.

The podcast has been featured on CBC Radio, 630 CHED, the Prairie Post, Reader's Digest and the Edmonton Journal.

Today, it ranks as one of the top Canadian history podcasts on Apple Podcasts Canada.

## 825,000+

DOWNLOADS

As of Feb. 1, 2022

## TWICE

FEATURED ON APPLE  
PODCASTS MAIN PAGE

## FAMOUS GUESTS

INCLUDE:

Dr. Roberta Bondar, Peter  
Mansbridge, Colin Mochrie,  
Prime Minister Kim Campbell,  
Fred Penner, Kim Mitchell &  
Darryl Sittler

### *About The Host*

CRAIG  
BAIRD

All of the podcasts were created by Craig Baird, who also researches, writes and hosts the shows.

Craig earned a Bachelor of Science degree in Computer Science in 2001 and spent time working as a computer programmer.

He then changed his career to journalism, spending 12 years as a journalist including at the Regina Leader-Post.

Since March 2020, he has made podcasting his full-time job.

# REACH ACROSS CANADA

Of the listeners on the show, 95% come from Canada, with an even mix across the country.

With the sponsorship of an episode or ad on Canadian History Ehx, you can reach thousands of Canadians every single week. Together, the five podcasts generate upwards of 75,000 downloads every single week, of which Canadian History Ehx accounts for 75%.

Whether someone is planning a road trip, or looking for new products, Canadian History Ehx can get the word out about you.



## STRONG SOCIAL MEDIA REACH

Along with being featured on Canadian History Ehx and its spin-off podcasts, you would also be featured on all of the social media of the show.

With 3,000+ fans on Facebook, 2,000 followers on TikTok and 2,500 on Twitter, I can ensure you are promoted beyond the listeners of the show.

All the podcasts stay up for good and never change, so people can discover you long after the podcast goes live on the Internet.



[fb.com/canadianhistoryehx](https://fb.com/canadianhistoryehx)



[@craigbaird](https://twitter.com/craigbaird)



[@Bairdo37](https://www.instagram.com/Bairdo37)

Canadian History Ehx is an independent  
podcast network.

[WWW.CANADAEHX.COM](http://WWW.CANADAEHX.COM)

## THE GOAL OF MY SHOWS

I want to show listeners how amazing Canadian history is. From the man who tried to jump the St. Lawrence River in a rocket car, to the margarine bootleggers of Newfoundland. There is so much to discover, and I want to spread my passion for it to my listeners.

I also want to show the dark sides of Canadian history, in the hopes that we can learn from them and ensure such things never happen again.

		Date Req'd
Information Purposes		
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## REPORT TO COUNCIL

Date April 19, 2022

**Report No. 51-2022**

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Silencing of Train Whistling overnight at public grade stops in Prescott

---

### **Recommendation:**

That Council direct staff to follow the process outlined by Transport Canada for the silencing of train whistling at public grade crossings in Prescott, as a result of a formal request received from a citizen.

### **Background/Analysis**

A formal request was received by a citizen of Prescott to have the train whistles silenced in the overnight hours.

Transport Canada has a formal process that is to be followed when a formal request is made by a citizen for the silencing of training whistling at a public grade crossing. The Town of Prescott has two public grade crossings. The receipt of a formal request from a citizen is step one of the process. Step two would be for staff to consult with the railway company to determine feasibility.

### **Information from Transport Canada**

*Train whistling is an important way to keep drivers, cyclists and pedestrians safe. The Canadian Rail Operating Rules require all trains to whistle whenever they approach a public grade crossing.*

*In some cases, train whistles bother people who live nearby. Municipalities may wish to stop the whistling to provide local residents with relief from the noise.*

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### **What you need to do**

*If you're a resident who wants to stop train whistling in your neighbourhood, contact your local municipality.*

*If you work for a municipality and are going ahead with a request to stop train whistling, you'll need to follow the numbered procedure below. It helps municipalities and railway companies collaborate to ensure grade crossings stay safe.*

*In brief, municipalities must:*

- Consult with the railway company about whether the request is feasible
- Notify the public and others that it intends to stop the whistling
- Pass a municipal council resolution

### **Detailed procedure**

*This procedure comes from:*

- section 23.1 of the Railway Safety Act
- section 104 of the Grade Crossings Regulation
- Appendix D of the Grade Crossings Standards

*This is the process:*

1. Citizen or community group expresses interest

*The municipality receives a request to stop train whistling at a specific area (one crossing or multiple crossings) along a railway corridor.*

2. Municipality consults with railway company

*To find out if the request is feasible, the municipality checks with the company that operates the railway line.*

3. Municipality notifies the public

*The municipality:*

- notifies all relevant associations or organizations

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- *issues a public notice, which says it intends to pass a resolution to stop train whistling at a railway crossing (or at multiple crossings in one area)*

4. *Municipality and railway company assess the crossing(s)*

*This assessment determines whether or not the area meets whistling cessation requirements in section 104 of the Grade Crossings Regulations and Appendix D of the Grade Crossings Standards. The municipality and railway company may hire a professional engineer to help complete the assessment.*

5. *Municipality and railway company agree the crossing(s) meet requirements*

*If the municipality and the railway company do not agree that the crossing(s) meet(s) these requirements, they should try to resolve the conflict.*

5a. (optional): *Municipality and railway request a final decision from Transport Canada*

*If the disagreement continues, the municipality and the railway company can ask Transport Canada for a Ministerial Decision on whether the crossing(s) meet the requirements in section 104 of the Grade Crossings Regulations by emailing railsafety@tc.gc.ca. Transport Canada's decision on the issue is final.*

*For Transport Canada to be able to review and come to a conclusion on whether the crossing(s) meet the requirements, it will need information that only the road authority and the railway company have. That is why it's important that your submission for a Ministerial Decision includes the following information:*

- *the names, mailing addresses, telephone numbers, and e-mail addresses of all parties involved (i.e. the road authority, municipality, and railway company contact information)*
- *a list of the crossing location(s) where you would like whistling to stop (road name, rail line name, mile point, railway company)*
- *a short, clearly written statement that explains why there's a dispute on whether the crossing(s) meet the requirements for whistling to stop.*

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- *This statement should be supported by facts (letters, engineering reports, etc.) that show that the crossing(s) do or do not meet the requirements in Sections 104-107 of the Grade Crossings Regulations and Appendix D of the Grade Crossings Standards*
- *Note: There is no requirement to have a third-party assessments done to decide if the requirements for whistling to stop have been met.*

*In addition, the following information must be submitted for each crossing. The list below are technical items that the railway company must provide and are defined in the Grade Crossings Standards:*

- *The Gate Arm Clearance time from the Stopping Sight Distance position: (in seconds)*
- *The Gate Arm Clearance time from the Stopped position: (in seconds)*
- *The calculated Warning System's Warning time (minimum value): (in seconds)*
- *The calculated Warning System Activation time: (N/A or in seconds)*
- *A copy of the design calculations/board plans for the warning system times: (can be provided in letters, emails, reports etc.).*
- *A confirmation of whether the warning system meets, or does not meet, the design and operating requirements in articles 12 to 16 and 10.4 of the Grade Crossings Standards, and section 105 of the Grade Crossings Regulations*
  - *If the warning system doesn't meet these requirements, please include details for any specific requirement that haven't been met*

*Other information that would help Transport Canada made a decision would include the following items:*

- *Information that the railway company and the road authority shared under Sections 4 and 12 of the Grade Crossings Regulations*
- *Letters, reports or emails from both parties that confirm that the area does not have repeated incidents of trespassing*
- *Copy of bylaw documents that support whistling stopping, when applicable*
- *Proof that the railway company and road authority or municipality have been consulted*
- *Proof that the relevant associations or organizations have been notified*

## 6. Municipality passes a resolution

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*If it's decided that the crossing(s) meet(s) requirements, the municipality:*

- *must pass a resolution saying it agrees train whistling should not be used at the crossing(s)*
  - *sends a copy of the resolution to the railway company and all relevant associations or organizations, including Transport Canada's Rail Safety Directorate headquarters (railsafety@tc.gc.ca)*
7. *Railway company confirms whistling has stopped at the crossing(s) (within 30 days)*

*When they receive the resolution, the railway company must:*

- *issue special instructions to stop train whistling at the crossing(s)*
  - *notify Transport Canada's Rail Safety Directorate (railsafety@tc.gc.ca) of the effective date of whistling cessation, with a copy of its special instructions*
  - *notify the municipality and/or road authorities in writing of the whistling cessation, not later than 30 days after the day the whistling stops*
8. *Municipality and railway company both ensure the right safety conditions are met*

*If the municipality and company do not maintain the crossing(s) according to requirements in the Railway Safety Act and Grade Crossings Regulations, a Transport Canada Rail Safety Inspector may order that train whistling start again.*

### **Alternatives:**

Council could decide not direct staff to follow the process outlined by Transport Canada for the silencing of train whistling overnight at public grade crossings in the Town of Prescott at this time.

### **Financial Implications:**

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The financial implications of any required upgrades or changes are unknown at this time. As part of the process, an evaluation would occur between the railway company and the municipality. Any required upgrades or changes will be brought back to Council for consideration once they have been identified and quantified.

### **Environmental Implications**

None

### **Attachments:**

None

*Submitted by:*

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Matthew Armstrong  
Chief Administrative Officer & Treasurer

February 24, 2022

**Re: Item for Discussion – Hospital Capital Funding**

At its meeting of February 23, 2022, the Council of the Corporation of the Town of Bracebridge ratified motions 22-PD-014, regarding the Item for Discussion – Joint and Several Liability Reform, as follows:

“WHEREAS healthcare funding is a provincial and federal responsibility;

AND WHEREAS from 2009 to 2020 a total of \$415.4 million has been transferred from municipal operations to fund and build provincial hospitals:

AND WHEREAS remaining long-term commitments to hospitals stand at \$117.5 million (as of 2020), which will also be financed from municipal operations;

AND WHEREAS a hospital is one of many public services that contributes to healthy communities;

AND WHEREAS municipal contributions to provincial hospitals takes away from the resources available for other municipal services that contribute to the health and well-being of residents;

AND WHEREAS a community’s total contribution to local hospitals also includes the donations made by benevolent individuals, groups, and businesses along with municipal contributions;

AND WHEREAS a community’s required local share is to pay 10% of capital construction costs and 100% of the cost of equipment, furniture, and fixtures, which includes medical equipment with big ticket prices: MRI machines, CT scanners, and x-ray machines;

AND WHEREAS this translates to a 70% provincial share and 30% local share (individuals, groups, businesses, and municipalities) of the overall cost of provincial hospital operations and capital projects;

AND WHEREAS the adoption of the “design-build-finance” hospital construction model (also known as alternative financing and procurement or P3 projects), has increased local share amounts because they now include the costs of long-term financing;

AND WHEREAS equipment replacement needs are increasingly frequent and increasingly expensive with average equipment lifespan of just ten years;

AND WHEREAS the Association of Municipalities of Ontario has highlighted the “local share” of hospital capital contributions as a major issue in its 2022 Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs;

1000 Taylor Court  
Bracebridge, ON  
P1L 1R6 Canada

telephone: (705) 645-5264  
corporate services and finance fax: (705) 645-1262  
public works fax: (705) 645-7525  
planning & development fax: (705) 645-4209

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Bracebridge calls for a provincial re-examination of the "local share" hospital capital calculation methodology, to better reflect the limited fiscal capacity of municipalities, and the contributions to health care services they already provide to a community;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Finance, the Minister of Health, the Minister of Municipal Affairs and Housing, the Local Member of Provincial Parliament, the Association of Municipalities of Ontario, and all Ontario municipalities."

In accordance with Council's direction I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

A handwritten signature in black ink, appearing to read 'L. McDonald', written in a cursive style.

Lori McDonald  
Director of Corporate Services/Clerk

# THE CORPORATION OF THE TOWN OF PRESCOTT

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## BY-LAW NO. 21-2022

### A BY-LAW TO AUTHORIZE AN AUTOMATIC AID AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PRESCOTT AND THE CORPORATION OF THE TOWNSHIP OF AUGUSTA FOR FIRE PROTECTION SERVICES

---

#### *Being a by-law to authorize an Automatic Aid Agreement between the Corporation of the Town of Prescott and the Corporation of the Township of Augusta for Fire Protection Services*

**WHEREAS** the *Municipal Act, S.O. 2001*, Chapter 25, Section 20(1) authorizes a municipality to enter into an agreement with one or more municipalities or local bodies; and

**WHEREAS** the Corporation of the Town of Prescott deems it necessary to enact an Automatic Aid Agreement with the Corporation of the Township of Augusta; and

**WHEREAS** the Automatic Aid Agreement will permit the Corporation of the Town of Prescott to provide the initial or supplemental responses to fires, rescues, and emergencies for certain properties in the Corporation of the Township of Augusta.

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

1. That an Automatic Aid Agreement with the Corporation of the Township of Augusta be executed to provide the initial or supplemental responses to fires, rescues, and emergencies in accordance with the Agreement attached as Appendix "A" hereto.
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement.
3. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are hereby rescinded.
4. That this by-law shall come into force and take effect upon being passed by Council.

**READ AND PASSED, SIGNED AND SEALED THE 19<sup>th</sup> DAY OF APRIL, 2022.**

---

Mayor

---

Clerk

The Corporation of the Township of Augusta

Hereinafter called "Augusta"

Of the first part:

AND

The Corporation of the Town of Prescott

Hereinafter called "Prescott"

OF THE SECOND PART:

**WHEREAS** pursuant to the Municipal Act, 2001, c.25 S. municipalities may enter into an agreement with one or more local bodies to jointly provide for their benefit any matter which all have the power to provide their own bodies;

**AND WHEREAS** Section 2(6) of the Fire Protection and Prevention Act, 1997 permits municipalities to enter into an Automatic Aid Agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

**NOW THEREFORE** in consideration of the mutual covenants and Agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement:

- a. **"Automatic Aid Agreement"** for the purpose of the Fire Protection and Prevention Act, 1997 an automatic aid agreement means any agreement under which
  - i. A municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of responding more quickly than any fire department situated in the other municipality; or
  - ii. A municipality agrees to ensure the provision of a supplement response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplement response to fires, rescues and emergencies occurring in the of the other municipality. 1997, c.4, s 1(4)
- b. **"Designate"** means the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire department, and who has the same powers and authority as the fire chief.
- c. **"Department"** means the home fire department
- d. **"Fire Chief"** means the Fire Chief appointed under the subsection 6(1), (2) or (4) FPPA 1997

- e. **"Fire Area"** means the Fire Area(s) of the municipality as described in Schedule "A" attached hereto and forming part of this agreement.
2. The **Prescott Fire Department** will supply, except as herein after limited or excluded, **automatic aid** to the Augusta in the **fire area** as described in Schedule "A" attached hereto and forming part of this agreement.
  3. The **Prescott Fire Department** will provide the services in Augusta as outlined in Schedule "B".
  4. The fire apparatus and personnel of the **Prescott Fire Department** will respond to occurrences in the fire area of Augusta. Response protocols will follow the SOG's of the **Prescott Fire Department** as outlined.
  5. Notwithstanding Section 3 above, the **Prescott Fire Chief** or **designate** may refuse to supply the described response to occurrences if such response, personnel, apparatus, or equipment are required in the **Prescott Fire Department** area or elsewhere. Similarly, the **Prescott Fire Chief** or **designate**, may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an emergency within the **fire area**.
  6. The **Prescott Fire Chief** or **designate**, shall have full authority and control over any and all activities in which the **Prescott Fire Department** maybe engaged in the **fire area** of Augusta until command is transferred to an officer of the Augusta Fire Department.
  7. The **Prescott Fire Chief** or **designate**, shall report to Augusta all occurrences in the **fire area** to which the **Prescott Fire Department** has responded.
  8. The Augusta Fire Department agrees to provide confirmation to their communications centre (dispatch) of the **Automatic Aid Agreement** and **fire area**.
  9. Augusta agrees to maintain all streets and roads in the **fire area** identifiable by having them clearly marked at all intersections.
  10. Augusta shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the **fire area**, of the procedures for reporting an emergency and of the services provided by the **Prescott Fire Department**.
  11. In consideration of the **Automatic Aid Agreement** undertaken by the **Prescott Fire Department** in Augusta, the township of Augusta shall reimburse the **Prescott Fire Department** at the rates outlined in Schedule "C". Invoicing will be done on a quarterly basis.
  12. Notwithstanding anything herein contained, no liability shall attach or accrue to the **Prescott Fire Department** for failing to supply to Augusta on any occasion, or occasions, and of the **Automatic Aid Agreement** provided for this agreement.
  13. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives

the other party a minimum of thirty (30) days written notice of the proposed amendment(s)

14. Any dispute between the parties of this agreement, or any of them, with respect to any matter contained in this Agreement, including, but not limited to the interpretation of the Agreement, the dispute shall be submitted to arbitration under the Provisions of the Municipal Arbitration's Act, R.S.O. c.304 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said Arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration's Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario.
15. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of the Agreement which shall remain in full force and effect.
16. This agreement shall be in force for a period of four (4) year commencing on January 1, 2022 and expiring on December 31, 2025, and thereafter shall be automatically renewed from year to year unless any party gives notice to the other party, as set out in Section (13).
17. Notwithstanding Section (16) setting out the termination date of the Agreement, the Automatic Aid Agreement may be renewed or extended by the mutual consent of the parties, as provide for in Section (13).
18. **Insurance:**

Each party shall maintain for the duration of the agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$20,000,000.00 per occurrence / \$20,000,000.00 annual aggregate for any negligent acts or omissions by the Municipality relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; medical malpractice; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

The Corporation of the Town of Prescott shall add the Corporation of Township of Augusta as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Municipality. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of Augusta.

The Corporation of Township of Augusta shall add the Corporation of the Town of Prescott as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Corporation of Town of Prescott. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Town of Prescott.

Each party shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$20,000,000.00 inclusive for each and every loss.

Each party shall carry Environmental liability for a limit of not less than \$2,500,000.00 per incident / \$5,000,000.00 aggregate covering gradual and sudden & accidental incidents arising from their operation. Coverage shall include third party liability for bodily injury and property damage including loss of use and on-site / off-site clean-up. If such insurance is a claim-made basis, such insurance shall be maintain for 2 years following conclusion of services or contain a 24-month extended reporting period.

Each party shall be responsible for the any deductible under their own insurance policy. Each party shall keep their property / assets insured – failure to do so will not impose any liability on the other party.

The Policies shown above shall not be cancelled unless the Insurer notifies the Town and/or Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town and/or Township.

Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

#### **19. Indemnification:**

The Corporation of the Town of Prescott shall defend, indemnify and save harmless the Corporation of the Township of Augusta, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Town of Prescott, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in

lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

The Corporation of the Township of Augusta shall defend, indemnify and save harmless the Corporation of the Town of Prescott, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Township of Augusta, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

**IN WITNESS WHEREOF** each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

**SIGNED, SEALED and EXECUTED**

The Corporation of the Town of Prescott

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Mayor

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Clerk

The Corporation of the Township of Augusta

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Mayor

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Clerk

## Schedule "A"



- County Road 2 from the Prescott border west to Blue Church Road (County Road 31), including all roads that run south from County Road 2 (including Myers Point Road, Blakey's Point Road, St. Lawrence Court)
- Blue Church Road north from County Road 2 to Lords Mills Road.
- Lords Mills Road east from Blue Church Road to Charleville Road.
- Charleville Road north from Lords Mills Road to Skakum Road
- Skakum Road east from Charleville Road to McCully Road
- McCully Road north from Skakum Road to County Road 18
- County Road 18 East from McCully Road to the Prescott border, including all roads that run east from County Road 18 to Edwardsburgh Cardinal border (including Patterson Road, Glen Smail Road, Barton Road, Maple Ave, Cedar Grove Road)

## **“Schedule “B”**

1. Automatic Aid to the following:
  - a. Fires
  - b. Motor Vehicle Incidents
  - c. Medical Assist-Emergency
  
2. Calls- Not to be dispatched to:
  - a. CO Alarms with no symptoms present
  - b. Bomb Threat
  - c. Medical: Assist, Ambulance(non-emergency)
  - d. Burning Complaint
  - e. Public Hazard: Washdown
  - f. Public Hazard: Gasoline/Diesel Spill
  
3. Emergency Calls-Specialty Service
  - a. Water / Ice Rescue-Land Based (Certified Technical)
    - i. These calls will be billed as per the current MTO Rates as outlined following the fire departments SOG's.
  
4. Aerial Ladder Request
  - a. Requested by an Officer of the Augusta Fire Department.
    - i. These calls will be billed as per the current MTO Rates as outlined following the fire departments SOG's.

## **Schedule “C”**

### **Annual Base Rate Charge**

Effective January 1, 2022, the annual base rate charge will be \$15,356.22

The annual base rate charge will be increased annually using the consumer price index for Ontario reported by Statistics Canada for the most recent twelve-month period.

Any additional piece of equipment requested to be added will use the same formula methodology and initiated through Section 13 of the agreement.

### **Call Response**

Calls will be billed out as per the current MTO rates established by Province. Each call will have a minimum fifteen (15) minute callout charge per vehicle. Calls will be tracked and rounded up to the closest fifteen (15) minute interval. The vehicle unit response call time is set out through department SOG's.

For greater clarity, the billing calculation will start at the time of dispatch and end with the back in service time. That minutes between the two times will be rounded up to the closest 15 minutes upon which the MTO current MTO rate will apply.

# THE CORPORATION OF THE TOWN OF PRESCOTT

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## BY-LAW NO. 22-2022

**A BY-LAW TO ENTER INTO A CONTRIBUTION AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR FEDERAL ECONOMIC DEVELOPMENT AGENCY FOR SOUTHERN ONTARIO AND THE CORPORATION OF THE TOWN OF PRESCOTT.**

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**Being a by-law to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and the Corporation of the Town of Prescott.**

**WHEREAS**, Section 9 of the *Municipal Act 2001*, S.O. 2001, c.25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**WHEREAS**, Section 11(2) 3. Of the *Municipal Act 2001*, S.O. 2001, c.25, as amended, permits that municipalities may pass by-laws regarding the financial management of the municipality and its local boards; and

**WHEREAS**, the Council of the Corporation of the Town of Prescott deems it expedient to enter into the agreement as supplied by Her Majesty the Queen in right of Ontario, as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario;

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

1. That the Mayor and Clerk are hereby authorized to sign the Contribution Agreement, attached hereto as Schedule A, between the Queen in Right of Ontario as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and the Corporation of the Town of Prescott, regarding the Canada Community Revitalization Fund.
2. That Schedule A, (the Contribution Agreement), forms part of this by-law.
3. This by-law shall come into force and take effect upon final passage.

3. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are hereby rescinded.

**READ AND PASSED, SIGNED AND SEALED THE 19<sup>th</sup> DAY OF APRIL, 2021.**

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**Mayor**

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**Clerk**

**CANADA COMMUNITY REVITALIZATION FUND  
CONTRIBUTION AGREEMENT**

This Contribution Agreement is made as of April 5, 2022

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
 (“Her Majesty”) hereby represented by the Minister responsible  
 for Federal Economic Development Agency for Southern Ontario

**AND:** **CORPORATION OF THE TOWN OF PRESCOTT**  
 (“Recipient”) a Municipality established under the laws of  
**Ontario.**

**WHEREAS** the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

**WHEREAS** as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

**WHEREAS** the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

**WHEREAS** the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient’s Eligible and Supported Costs (as defined herein) of the Project.

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

**1. Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of the Project (as defined herein).

**2. Interpretation**

**2.1 Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**Cash Flow Projection of the Project** means a spreadsheet presentation of the Project’s projected total quarterly revenues and expenses for the duration of the Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

**CCRF** means the Canada Community Revitalization Fund.

**Completion Date** means the Project completion date, December 31, 2022

**Contribution** means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.

**Control Period** means the period of **four (4)** years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 19, 2021.

**Eligible Costs** means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out the Project.

**Eligible and Not-Supported Costs** means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

**Eligible and Supported Costs** means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

**Event of Default** means the events of defaults described in Subsection 12.1 hereof.

**Fiscal Year** means the Government of Canada’s fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of the Minister’s representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2023.

**Project** means the project described in Annex 1 – Statement of Work.

**Southern Ontario** includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

**Annex 1 - Statement of Work**  
**Annex 2 - Costing Guideline Memorandum**  
**Annex 3 - Reporting Requirements**  
**Annex 4 - Federal Visibility Requirements**

### **3. Duration of Agreement**

- 3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
- i) the completion of the Project to the satisfaction of the Minister; or
  - ii) the Completion Date.

- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support

Subsection 6.8 – Overpayment or non-entitlement

Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation

Subsection 8.1c) - Representations

Section 11 – Indemnification and Limitation of Liability

Section 12 – Default and Remedies

Section 14 – General

Annex 3 – Reporting Requirements – Section 3

- 3.3 **Commencement.** The Recipient agrees to commence the Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

#### **4. The Contribution**

- 4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

(a) *Seventy Five Percent (75%)* of total Eligible and Supported Costs of the Project incurred by the Recipient; and

(b) *Seventy Five Thousand Dollars (\$75,000)*

- 4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.

- 4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.

- 4.4 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:

(a) the Project is completed to the satisfaction of the Minister;

(b) the Recipient has satisfied all the conditions of this Agreement;

(c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;

(d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and

(e) the Minister has approved the final claim described in Subsection 6.6.

#### **5. Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.

- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

**6. Claims and Payments**

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project costs in respect of this Agreement, separate and distinct from any other sources of funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible and Supported Costs incurred in the form and substance prescribed by the Minister;
  - (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
  - (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
  - (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.
- 6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs within:
- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
  - (b) sixty (60) calendar days from the date of Project commencement,
- whichever is the later.
- 6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25<sup>th</sup>, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.
- 6.5 **Advance Payments.**
- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for Eligible and Supported Costs up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
    - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
    - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.
  - (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:
    - (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
    - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;

- (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
  - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### **6.6 Final Claim Procedures.**

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible and Supported Costs, previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
  - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of the Project;
  - (iii) a final report on the Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
  - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs incurred to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date the Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

#### **6.7 Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

**6.8 Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 14.2 of this Agreement.

**6.9 Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during the Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

**7. Reporting, Monitoring, Audit and Evaluation**

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister’s satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or the Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister’s discretion may require;
  - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project and compliance with the terms of this Agreement; and
  - (c) supply promptly, on request, such other reports or data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister’s own expense, and as and when the Minister determines necessary, to perform audits of the Project costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister’s expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General’s cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
  - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

**8. Representations and Covenants**

- 8.1 **Representations.** The Recipient represents and warrants that
- (a) it is a Municipality and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it

has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;

- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and the Project and will maintain such for the duration of the Agreement and the Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

**8.2 Covenants.** The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project, and shall carry out the Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of the Project or to the management of the Project or the Recipient;
- (c) it shall not make any changes to its objectives or purpose as stated in its constating documents without the prior written consent of the Minister;
- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.

- 8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

**9. Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic Project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

**10. Environmental and Other Requirements**

- 10.1 The Recipient represents and warrants that the Project is not a "designated project" or a "project" under the applicable federal environmental and impact assessment legislation.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 10.4 If, as a result of changes to the Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for the Project unless and until:
- (a) where the Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
    - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
    - (ii) a decision statement in respect of the Project is issued to the Recipient that:
      - 1) the Project is not likely to cause significant adverse environmental effects;
      - 2) the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Project; or
      - 3) the adverse effects with respect to the impact assessment of the Project are in the public interest,
  - (b) where the Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:
    - (i) is not likely to cause significant adverse environmental effects; or
    - (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and

- (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.

10.5 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

## **11. Indemnification and Limitation of Liability**

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; and
- (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12. Default and Remedies**

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister's satisfaction by the Completion Date or the Project is abandoned in whole or in part;
- (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;
- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
- (g) the Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;

- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
- (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.

12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

### 13. **Miscellaneous**

13.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

13.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

13.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
  - (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
  - (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.
- 13.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 12.3.

#### **14. General**

- 14.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 14.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 14.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 14.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 14.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 14.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 14.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 14.8 **International Disputes.** Notwithstanding Subsection 14.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.
- 14.9 **Sharing of Information.** Notwithstanding Subsection 14.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this

information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.

- 14.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 14.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 14.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 14.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 14.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 14.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 14.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 14.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 14.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 14.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient’s publicly available business information about the Project (e.g. brochures, awareness, packages, etc.).
- 14.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

## **15. Notice**

- 15.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered

shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

15.2 All notices must be sent to the following addresses:

To the Minister	To the Recipient
Federal Economic Development Agency for Southern Ontario 101-139 Northfield Drive West Waterloo, ON N2L 5A6	Corporation of the Town of Prescott  360 Dibble St. W, P.O. Box 160 Prescott, ON, K0E 1T0
Attention: Canada Community Revitalization Fund	Attention: Matthew Armstrong  With a copy to: Jessica Crawford
Email: fdo.ccrf-ferc.fdo@feddevontario.gc.ca	Email: marmstrong@prescott.ca jcrawford@prescott.ca

15.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

16. **Special Conditions**

16.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer’s certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient’s constating documents, by-laws and resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister’s satisfaction:
  - (i) documents or evidence confirming Project financing has been secured.
  - (ii) a copy of the Recipient’s conflict of interest policy
  - (iii) a copy of the Recipient’s procurement policy

16.2 The Recipient represents and warrants that the Cash Flow Projection of the Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of the Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister’s prior written consent to such changes.

*[remainder of page intentionally left blank]*

17. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 1000728

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: 

Lafrance, Joel

Digitally signed by Lafrance, Joel  
DN: C=CA, O=GC, OU=FEDDEVONT, CN="Lafrance, Joel"  
Reason: I am approving this document  
Location: your signing location here  
Date: 2022.04.05 11:54:35-04'00'  
Foxit PDF Editor Version: 11.1.0

Joël Lafrance, Acting Manager  
Canada Community Revitalization Fund  
Federal Economic Development Agency  
for Southern Ontario

CORPORATION OF THE TOWN OF PRESCOTT

Per: 

Brett Todd  
Mayor

Date:

I have authority to bind the corporation.

Per: 

Lindsey Veltkamp  
Clerk

Date:

I have authority to bind the corporation.

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK  
1000728 - Corporation of the Town of Prescott

Primary Project Location: 181 Water St E, Prescott, K0E1T0  
Project Start Date: November 01, 2021  
Project Completion Date: December 31, 2022

Project Description/Purpose/Objective

The objective is to revitalize various areas of Prescott's downtown core. This revitalization will result in new experiences and outdoor gathering spaces for residents and visitors, increased accessibility to community spaces and ongoing support to brick & mortar businesses in the downtown core. Activities will include lighthouse renovations to ensure facility meets building code and accessibility requirements, the acquisition of 6 portable sheds/structures to be serve as seasonal pop-up businesses and the installation of portable patio spaces in various locations.

Project Locations

1. Lighthouse and Visitor Centre: 181 Water St E, Prescott
2. King Street Patios Spaces/Parkettes: 120 King St W, Prescott & various locations along King St
3. Water Street Pop-up Shops: 191 Water St E, Prescott & various locations along Water St

Activities

Activity	Estimated Completion Date
Lighthouse Renovations	July 31, 2022
Acquisition and setup of portable sheds/structures for pop-up shops	September 30, 2022
Acquisition of portable patio spaces/parkettes	December 31, 2022

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

Expected Results of the Project

- The Town of Prescott has a safe and accessible lighthouse, new portable seasonal pop-up business sheds and new portable patio spaces.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

Key Project Impacts

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

Mandatory Indicators

Measurement	At Project End
Total cash leveraged	\$32,500
Number of community public spaces created	2
Number of community public spaces expanded	0
Number of community public spaces improved	1

Jobs (Mandatory)

Jobs	Number of full-time equivalents <sup>1</sup>				
	Created		Maintained <sup>2</sup>		Total
	Permanent <sup>3</sup>	Temporary <sup>4</sup>	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0
<sup>1</sup> Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table. <sup>2</sup> Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded. <sup>3</sup> Permanent job is a position without a fixed end date. <sup>4</sup> Temporary job is defined as a temporary or contract position with a fixed end date.					

Project Costs & Financing

COSTS	Eligible & Supported <sup>1,2</sup>		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations <sup>5</sup>	\$ 40,000	40.0%	\$ 0	\$ 0	\$ 40,000	37.2%
Equipment purchases/installation <sup>6</sup>	\$ 60,000	60.0%	\$ 0	\$ 0	\$ 60,000	55.8%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Expertise (consulting, contract) <sup>7</sup>	\$ 0	0.0%	\$ 5,000	\$ 0	\$ 5,000	4.7%
Project Management <sup>8</sup>	\$ 0	0.0%	\$ 2,500	\$ 0	\$ 2,500	2.3%
TOTAL	\$ 100,000	100.0%	\$ 7,500	\$ 0	\$ 107,500	100.0%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 75,000	75.0%			\$ 75,000	69.8%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 25,000	25.0%	\$ 7,500	\$ 0	\$ 32,500	30.2%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 100,000	100.0%	\$ 7,500	\$ 0	\$ 107,500	100.0%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR <sup>3</sup>	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2022-23	\$ 100,000	\$ 75,000	75%
TOTAL	\$ 100,000	\$ 75,000	75%

STACKING CALCULATION	Eligible Capital Costs Capital Costs	Eligible Non-Capital Costs
Total Eligible Costs <sup>4</sup>	\$ 100,000	\$ 7,500
Total Government Contributions	\$ 100,000	\$ 7,500
Stacking %	100.0%	100.0%
Stacking Limit	100.0%	100.0%

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. FedDev Ontario's contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovation costs include but are not limited to construction, purchase of materials, enhancements, alterations, restoration and/or the undertaking of leasehold improvements on fixed capital assets.
6. Equipment purchase/installation costs include but are not limited to equipment or machinery directly related to, or necessary for, the completion of the project as described above.
7. Expertise costs include but are not limited to incremental fees paid to professional, technical personnel, consultants, engineers or contractors.
8. Project management costs include but are not limited to the oversight and administration of the project such as the costs of a public announcement, an official ceremony, of required temporary or permanent signage, environmental assessments, or monitoring and follow-up activities.

## Annex 2

## CANADA COMMUNITY REVITALIZATION FUND

COSTING GUIDELINE MEMORANDUM**1.0 General Conditions**

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of the Project;
  - (b) reasonable;
  - (c) appear in Annex 1 - Statement of Work;
  - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
  - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

**2.1 Travel Costs - Transportation**

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

**2.2 Audit of Project Costs Claimed**

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

**2.3 Consultants**

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

## **2.4 Calculation of Direct Labour**

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward the Project will include only that time worked directly on the Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

## **2.5 Sales Taxes**

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

## **2.6 Carbon Offset Credits**

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

## **3.0 Ineligible Costs**

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;
- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;

- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

**Annex 3****CANADA COMMUNITY REVITALIZATION FUND****REPORTING REQUIREMENTS**

1. **Reports.** The Recipient shall submit to the Minister a report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on the Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

**Annex 4****CANADA COMMUNITY REVITALIZATION FUND****FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
  - Participate in and assist with the coordination of a public announcement of the Projects in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
  - Highlight project achievements and milestones in the form of public events and/or news releases;
  - Celebrate project completion in the form of a public event and/or news release; and
  - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following the Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.



## REQUEST FOR PAYMENT BY ELECTRONIC DATA INTERCHANGE (EDI) DEMANDE DE PAIEMENT PAR ÉCHANGE DE DONNÉES INFORMATISÉ (EDI)

**PRIVACY NOTICE:** Your personal information is collected pursuant to the *Financial Administration Act*, ss. 17(1) and 35(2). The information is used and disclosed to the relevant federal program(s) and to your financial institution for direct deposit purposes. Direct deposit payments cannot be made without providing the information requested on this form. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete. The personal information collected on this form is stored in the following Standard Personal Information Bank – IC-PSU-931 (Accounts Payable). For questions or comments regarding this privacy notice or for additional information about the administration of the *Privacy Act* at Industry Canada, please communicate with the Information and Privacy Rights Administration office at 613-952-2088. For more information on privacy issues and the *Privacy Act* in general, please consult the Office of the Privacy Commissioner at 1-800-282-1376.

**AVIS DE CONFIDENTIALITÉ :** Vos renseignements personnels sont recueillis conformément à la *Loi sur la gestion des finances publiques*, art. 17(1) et 35(2). Les renseignements sont utilisés et communiqués aux programmes fédéraux pertinents et à votre institution financière aux fins du dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans les renseignements demandés sur ce formulaire. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de la Loi, les particuliers et les entreprises ont le droit de demander l'accès à leurs renseignements personnels et de les corriger s'ils sont erronés ou incomplets. Les renseignements personnels recueillis sur ce formulaire sont conservés dans le fichier de renseignements personnels standard suivant – IC-PSU-931 (Comptes créditeurs). Pour toute question ou tout commentaire concernant le présent avis de confidentialité ou pour obtenir de plus amples renseignements sur l'application de la *Loi sur la protection des renseignements personnels* à Industrie Canada, veuillez communiquer avec le Bureau de l'administration des droits à l'information et à la protection des renseignements personnels en composant le 613-952-2088. Pour obtenir de plus amples renseignements sur les questions relatives à la protection de la vie privée et sur la *Loi sur la protection des renseignements personnels* en général, veuillez consulter le Commissariat à la protection de la vie privée au 1-800-282-1376.

BANKING INFORMATION   RENSEIGNEMENTS BANCAIRES	
VOID CHEQUE MUST BE ATTACHED   UN CHÈQUE ANNULÉ DOIT ÊTRE JOINT	
Legal name   Nom légal	
Business number as registered with CRA   Entreprise tel qu'enregistré auprès de l'ARC	
Transit Number   Numéro de transit	
Institution Number   Numéro d'institution	
Account number   Numéro de compte	

Please fill in all the fields above and attach a void cheque for direct deposit setup.

Veuillez remplir tous les champs ci-dessus et joindre un chèque annulé pour la mise en place du dépôt direct.



## **Proclamation May 5, 2022 National Day of Awareness for Missing and Murdered Indigenous Women, Girls (MMIWG)**

**WHEREAS** In Canada and the United States, May 5<sup>th</sup> marks the National Day of Awareness for Missing and Murdered Indigenous Women, Girls (MMIWG); and

**WHEREAS** this day coincides with Red Dress Day which was inspired by an art project by Jamie Black, a Metis woman, who used empty red dresses to evoke the missing women and girls; and

**WHEREAS** First Nations women continue to experience staggering rates of violence, as well as on-going oppression and sex-discrimination; and

**WHEREAS** Indigenous women and girls have the right to be safe in their communities, wherever they live; and

**WHEREAS** on National Day of Awareness for Missing and Murdered Indigenous Women, Girls, we remember the Indigenous people who we have lost to murder and those who remain missing and are committed to working to ensure any instance of a missing or murdered person is met with swift and effective action.

**THEREFORE**, the Council of the Corporation of the Town of Prescott does hereby proclaim May 5, 2022, as National Day of Awareness for Missing and Murdered Indigenous Women, Girls (MMIWG) throughout the Town of Prescott.

Dated this 19<sup>th</sup> day of April, 2022.

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W. Brett Todd, Mayor



## **Proclamation April 22, 2022 Earth Day**

**WHEREAS** Earth Day Canada works with many partners to address environmental challenges through developing programs in collaboration with communities, organizations, and citizens; and

**WHEREAS** with urban areas set to become home to two-thirds of the world population by 2050 and as climate change is being observed and experienced, municipalities find themselves at the frontline of the battle against climate change; and

**WHEREAS** under the theme of Remedy Together, Earth Day hopes to raise awareness among Canadians about eco-anxiety and the need to take action together as a cure for both ourselves and also so as to help care for the planet.

**THEREFORE**, the Council of the Corporation of the Town of Prescott does hereby proclaim April 22, 2022, as Earth Day throughout the Town of Prescott and encourages all citizens, businesses, institutions, and organizations to participate in action-oriented activities to protect, to enhance, and to celebrate the environment and our local ecology.

Dated this 19<sup>th</sup> day of April, 2022.

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W. Brett Todd, Mayor

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 23-2022**

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL  
MEETING HELD ON APRIL 19, 2022**

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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 APRIL, 2022.**

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**Mayor**

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**Clerk**