



PRESCOTT TOWN COUNCIL
AGENDA

February 7, 2022

6:00 pm

Virtual Meeting

Our Mission:

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

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 February 7, 2022, be approved as presented.

3. Declarations of Interest

4. Presentations

5. Delegations

5.1. Fort Town Night Run - Michel LaRose

6. Minutes of the previous Council meetings

6.1. January 17, 2022

1

RECOMMENDATION

That the Council minutes dated January 17, 2022, be accepted as presented.

7. Communications & Petitions

7.1. Letter of Support re: Township of Augusta - Legacy Project

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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. Staff Report 10-2022 - Joint Augusta and Prescott Economic Development Strategy - Mission and Vision

12

RECOMMENDATION

That Council adopt the principles of the Vision and Mission Statement of the Plan for the Land Needs Analysis and Joint Economic Development Strategy to apply to actions from resulting from the study.

8.3. Staff Report 11-2022 - Building & Planning Update

15

RECOMMENDATION

For information.

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1.	Staff Report 12-2022 - Family Day Activities Update	17
	RECOMMENDATION For information.	
12.2.	2022 Operational Budget - Environmental, Economic Development/Tourism, and Water & Wastewater	20
12.3.	Staff Report 13-2022 - Marina - Dock Project RFP Results	47
	RECOMMENDATION That Council approve the selection of Kehoe Marine Construction for replacement of H dock and G dock for delivery in early May 2022 at a cost of \$251,170 plus applicable taxes.	
12.4.	Staff Report 14-2022 - Town Hall Second Floor Design - Update	52
	RECOMMENDATION For information.	
12.5.	Staff Report 15-2022 - River Route Transit Update	56
	RECOMMENDATION That Council direct staff to bring a report to the Council meeting of February 22, 2022, to discuss and consider making the River Route a permanent municipal service.	
12.6.	Staff Report 16-2022 - 2022 Community Grant Application Review Working Group	63
	RECOMMENDATION That Council appoint the following three members to the 2022 Community Grant Application Review Working Group to review the applications: Councilor McConnell Councilor Ostrander Councilor Young	
13.	Resolutions	
14.	By-laws	
14.1.	Intelivote Systems Inc. Agreement	65

RECOMMENDATION

That By-law 05-2022, being a by-law to authorize an agreement with Intelivote Systems Inc. for the purpose of providing telephone and internet voting for the 2022 municipal election.

14.2. Waterfront Trail License Agreement

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RECOMMENDATION

That by-law 06-2022, being a by-law to authorize lease agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Environment for the purposes of the Parks Canada Agency to lease lands located on Part 16, 17, 23, 24, 26 for a period of ten (10) years, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

15. New Business

16. Notices of Motion

17. Mayor's Proclamation

18. Closed Session

19. Rise and Report

20. Confirming By-Law – 07-2022

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RECOMMENDATION

That By-Law 07-2022, being a by-law to confirm the proceedings of the Council meeting held on February 7, 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 Tuesday, February 22, 2022. (Time: p.m.)



PRESCOTT TOWN COUNCIL

MINUTES

Monday, January 17, 2022

6:00 p.m.

Virtual Meeting

Present	Mayor Brett Todd, Councillors Leanne Burton, Lee McConnell, Mike Ostrander, Gauri Shankar, Ray Young
Staff	Matthew Armstrong, CAO/Treasurer, Nathan Richard, Interim Director of Operations, Lindsey Veltkamp, Director of Administration/Clerk, Kaitlin Mallory, Deputy Clerk, Renny Rayner, Fire Chief
Regrets	Councillor Teresa Jansman

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 11-2022

Moved By Shankar

Seconded By Burton

That the agenda for the Council meeting of January 17, 2022, be approved as presented.

Carried

3. Declarations of Interest

There were no declarations of interest expressed.

4. Presentations

4.1 Website Refresh Review

Item 4.1 Website Refresh Review, was moved to follow Item 8.1 Consent Reports.

5. Delegations

There were no delegations submitted.

6. Minutes of the previous Council meetings

6.1 January 4, 2022

Motion 12-2022

Moved By McConnell

Seconded By Shankar

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

Carried

Councillor Ostrander joined the meeting at 6:07 p.m.

7. Communications & Petitions

None.

8. Consent Reports

Motion 13-2022

Moved By Shankar

Seconded By Burton

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. Leeds, Grenville & Lanark District Health Unit Weekly Zoom Call Notes – December 31, 2021 & January 7, 2022
2. Letter of Acknowledgement on behalf of Governor General of Canada re: Invitation to Visit the Town of Prescott – December 22, 2021
3. 2022 Prime Minister's Award to Nominate an Exceptional Educator
4. Making Play Possible Donation Campaign

Lindsey Veltkamp, Director of Administration/Clerk, provided Council with a PowerPoint Presentation regarding Item 4.1 - Website Refresh Review. A copy of the presentation is held on file.

Discussion was held regarding the updated website, the feedback received, the inclusion of social media, and use of the calendar.

Further discussion was held regarding the addition of extra microsites, making use of the feedback form, and timeline for implementing the online payment function.

9. Committee Reports

None.

10. Mayor

Mayor Todd thanked Town staff for their hard work with snow removal during the snow storm. He referenced his attendance at recent Economic Development meetings with staff and Mayor Malanka, an upcoming Joint Collaborative Economic Task Force Committee meeting to be held prior to the January 31 Joint Council meeting, and a Joint Services Committee of Leeds and Grenville meeting held on January 4.

11. Outside Boards, Committees and Commissions

Councilor Burton thanked Operations staff for their hard work during the storm and for their work on the outdoor rink.

Councillor McConnell spoke to the outdoor rink conditions and the closure of the Prescott Public Library due to the storm.

Councillor Ostrander spoke to the opening of the outdoor rink.

Councillor Shankar thanked the Operations staff for their work during the storm.

12. Staff

12.1 Staff Report 03-2022 - Highway 401 Edward Street Interchange Report

Motion 14-2022

Moved By Young

Seconded By Burton

That Council direct staff to provide the Ontario Ministry of Transportation with feedback regarding the Edward Street Interchange in relation to the

Highway 401 Improvements from Highway 16 to Maitland as outlined in report 03-2022 before January 22, 2022.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the evaluation process of the Ministry of Transportation for reviewing the interchanges between the 416 and Maitland, the list of alternatives provided in the report, and the opportunity to provide feedback to the Ministry of Transportation regarding the options.

Discussion was held regarding the provided options, the potential process of replacing the overpass and changing the location of the on and off ramps, the Ministry of Transportations process for the study, and the amount of truck traffic on the overpass.

Mr. Armstrong, spoke to the options for the south side interchange.

Further discussion was held regarding the location of the exits, providing feedback to the Ministry of Transportation, and the feedback from the traffic study in the north end.

12.2 Staff Report 04-2022 - Intelivote Agreement

Motion 15-2022

Moved By Young

Seconded By Ostrander

That Council receive Staff Report 04-2022 for information and direct staff to bring the attached draft By-law, being a by-law to authorize an agreement with Intelivote Systems Inc. for the purpose of providing telephone and internet voting for the 2022 Municipal Election, to the Council meeting of February 7, 2022, for final consideration and approval.

Carried

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

Discussion was held regarding the municipalities included in the joint RFP.

12.3 Staff Report 05-2022 - Electric Vehicle Charger Update

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the number and locations of the electric charging stations, the smart phone applications that can be used to locate the chargers in town, and the minimal operational costs associated with the chargers. He mentioned that staff would continue to monitor the use going forward.

Discussion was held regarding the increase in number of electric cars, the draw for tourists, the potential increase in use in the future, and funding the project through the provincial Modernization funding.

Further discussion was held regarding the average time to charge an electric vehicle, how the chargers work, implementing line painting and signage at the charging stations, and ensuring there is no competition with the private sector.

12.4 Staff Report 06-2022 - River Route Update - Route Modifications

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the new suggested route, the updated bus stop locations, a flag down option for passengers, and timeline for implementing the changes.

Discussion was held regarding a group pick up services, the possibility of installing bus stop shelters, the continued improvements to the route, and support from partnering municipalities.

12.5 Staff Report 07-2022 - Edward Street Overpass Rehabilitation Project - Revised Scope

Motion 16-2022

Moved By McConnell

Seconded By Young

That Council approve the Edward Street Overpass Remediation Project for 2023 with an estimated budget of \$1,087,356 and proceed with the design work and issuance of the request for proposal in late 2022 or early 2023 for completion in 2023.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the construction costs associated with the project, the Ontario Community Infrastructure Funding to support the bridge project, and proceeding with the design work and issuing the RFP.

Nathan Richard, Interim Director of Operations spoke briefly to the scope of the bridgework.

Matthew Armstrong, CAO/Treasurer, spoke to the details of the project which include closing one lane of traffic at a time, providing route options for traffic, closing the bridge only when necessary, and the estimated timeline of four months for the project.

12.6 Staff Report 08-2022 - 2022 Replacement of Fire Rescue Vehicle Report

Motion 17-2022

Moved By Ostrander

Seconded By Burton

That Council direct staff to proceed with the planning process to replace the current 1998 International 4900 Rescue Vehicle with a Rescue Pumper Vehicle for order in 2022 or 2023.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the age current age of the Fire Department fleet, the National Fire Protection Association standards for first response vehicles, the need for the pumpers replacement, and the repurposing of the rescue vehicle.

Renny Rayner, Fire Chief, spoke to the creation of a committee to design the vehicles apparatus to meet the departments needs to be made up of Officers and senior Fire Fighters. He referenced some of the tools required and the benefit of creating a committee made up of members of the Fire Department.

Discussion was held regarding the implementation of an apparatus design committee, the size of the new rescue pumper, and the opportunity to extend the life of the aerial by purchasing a pumper.

12.7 Staff Report 09-2022 - 2022 Street Repaving

Motion 18-2022

Moved By Ostrander

Seconded By McConnell

That Council direct staff to proceed with repaving of the following areas in 2022:

- Duke Street from Park to end of Duke Street
- Park Street East from Boundary to Duke Street
- Henry Street West from St. Lawrence Street to West Street
- Victoria Street

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the suggested streets for repaving, the Ontario Community Infrastructure Funding received, the pavement evaluation map provided in the report, and timelines for project completion.

Discussion was held regarding the timeline for repaving, the condition of Boundary Street and Churchill Road which are heavily utilized as school zones, and current conditions of streets in Town.

Mr. Richard spoke to the sanitary and sewer line inspections recently completed and comparing heavily utilized roads to those less utilized.

12.8 Budget 2022: Transportation, Parks and Recreation

Matthew Armstrong, CAO/Treasurer, spoke to the PowerPoint presentation. A copy of the presentation is held on file.

Discussion was held regarding the design and RFP for the bridge repairs in 2023 and future plans for sealing and pot hole filling in 2022.

Mr. Armstrong, CAO/Treasurer, spoke to the Parks & Recreation budget.

Discussion was held the next budge presentations, the YMCA contract for the 2022 Summer Season, and the possibility of adding lifeguards at Kelly's Beach.

13. Resolutions

None.

14. By-laws

None.

15. New Business

None.

16. Notices of Motion

None.

17. Mayor's Proclamation

None.

18. Closed Session

None.

19. Rise and Report

None.

20. Confirming By-Law – 04-2022

Motion 19-2022

Moved By Ostrander
Seconded By Burton

That By-Law 04-2022, being a by-law to confirm the proceedings of the Council meeting held on January 17, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

21. Adjournment

Motion 20-2022

Moved By McConnell
Seconded By Shankar

That the meeting be adjourned to Monday, February 7, 2022, at 6:00 p.m. (Time: 8:02 p.m.)

Carried

Mayor

Clerk



January 11, 2022

Mayor Brett Todd
Town of Prescott
P.O. Box 160
360 Dibble St. West
Prescott, ON K0E1T0

Dear Mayor Todd,

Over the past several years, residents of Augusta have made it increasingly clear that having public access to the waterfront along the St Lawrence River is a very high priority. Recently, we have been in discussions with Invista regarding their former waterfront park. As you are aware, Augusta Township is the home of Invista's Maitland operations.

Invista, and its predecessor, Dupont, have a long history and have played an important role in Augusta and the surrounding area since its establishment in 1953.

The Township of Augusta, and specifically the Village of Maitland are synonymous with Dupont however no one would argue the benefit that the entire area has derived from its presence.

We are currently developing a plan to reach out to Invista to request that they donate a portion of the waterfront lands in their ownership to establish a Legacy Project in conjunction with the Township of Augusta. This partnership would result in the development of a passive, day use recreation area overlooking the St Lawrence River and the border between Canada and the United States.

This Legacy Project would enshrine the Invista/Dupont name and history in this area for years to come and explain its importance to the development of the region.

We are asking for your support of this endeavour in the form of a letter of support/endorsement from you that we can include as part of our submission.

We are confident that with your support, we can make a positive presentation for this Legacy Park that will be a great addition to the area.

Thank you in advance for your assistance. We look forward to your response.

Kind regards,

Jeff Shaver, Deputy Mayor



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

Report No. 10-2022

STAFF REPORT TO COUNCIL

Date: February 7, 2022

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Joint Augusta and Prescott Economic Development Strategy - Mission and Vision

RECOMMENDATION:

That Council adopt the principles of the Vision and Mission Statement of the Plan for the Land Needs Analysis and Joint Economic Development Strategy to apply to actions from resulting from the study.

BACKGROUND / ANALYSIS:

MDB Insight presented a project overview and Economic Development Strategic Plan to each respective Council in January. The Joint Economic Development Action Plan was presented to both Councils at a Joint Augusta/Prescott Council meeting held January 31, 2022.

The Joint Augusta/Prescott Land Needs Analysis and Joint Economic Development Strategy Action Plan will lay the foundation for strategies, tactics, and targeted activities that will create sustainable business growth, start-ups, investment attraction and new foreign direct investment opportunities in our community.

The Land Needs Analysis and Joint Economic Development Strategy ensures consistent and comprehensive direction leveraging the resources and knowledge of both municipalities. The establishment of a Joint Economic Development Advisory working group will be instrumental in the efficient and effective implementation of the recommendations of the Strategy.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

At the joint meeting both Councils agreed in principle, by resolution, to approve the following statements and bring a formal resolution to the next respective meetings of Council for adoption.

Vision:

The Town of Prescott and the Township of Augusta are forward-thinking communities with individually unique opportunities that collaborate on common initiatives to sustain a robust regional economy and an environment of healthy residents, a high quality of life, and a positive future for all generations and walks of life.

Mission:

Through mutual respect and collaboration, the Town of Prescott and the Township of Augusta collectively marshal their political, administrative, regional, and local community resources to lead effective initiatives that deliver tangible, sustainable benefits to the economy.

Alternatives:

None

Financial Implications:

None

Environmental Implications:

None



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

Attachments:

None

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer

		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

Report No. 11-2022

STAFF REPORT TO COUNCIL

Date: February 7, 2022

From: Shawn Merriman, Manager of Building & By-law Services

RE: On-Site Sewage Program by Lanark, Leeds & Grenville Health Unit

RECOMMENDATION:

For information.

BACKGROUND / ANALYSIS:

On-Site Sewage Systems are regulated and considered a building under the *Building Code Act of Ontario*, falling under the responsibility of the municipality to provide the service or to outsource to another approved entity (Health Unit, Conservation Authority, or Registered Code Agency). On-Site Sewage Systems classes 1 through 5 are installed in accordance with Part 8 of the Ontario Building Code.

On December 6, 2021, the Lanark, Leeds, and Grenville Health Unit (LLGHU) hosted a meeting with municipalities that use LLGHU for On-Site Sewage System certification and inspection services, to advise of the intent to withdraw the provision of the service. The LLGHU plans to stop accepting new applications starting September 2022 and to close and complete any outstanding permits by September 2023. The reasoning behind the LLGHU discontinuing this service is due to the increased workload from the On-Site Sewage System inspections which is not a mandated Health Unit service.

The Town of Prescott has a very limited number of properties requiring this service as the majority of properties are connected to municipal sanitary sewers. The On-Site Sewage System certification and inspection service was recently used at a development north of the 401 however, prior to that the service was last used in 2018.



		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

This aspect of the building process can be handled by the current Prescott Building Department staff who are fortunately already qualified in this area. Building By-law 05-2013 will be brought to Council in 2022 to suggest updates to the pricing model for various services and will include the addition of On-Site Sewage System certification and inspections at that time.

Alternatives:

Council could direct staff to find an alternative service provider to assume the On-Site Sewage System certification and inspection service previously offered by the Lanark, Leeds, and Grenville Health Unit.

Financial Implications:

None

Environmental Implications:

None

Attachments:

None

Submitted by:

Shawn Merriman,
Manager of Building and By-law Services

		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 12-2022

Date: February 7, 2022

From: Samantha Joudoin-Miller, Manager of Community Services

Re: Family Day Activities Update

Recommendation:

For Information.

Background / Analysis:

Plans for Family Day are underway with the following activities confirmed to move forward:

Monday February 21st, 2022:

- Family Fun Day at the Marina Outdoor Rink from 12:00 - 3:00 PM
- There will be a hot dog BBQ and hot chocolate from Tim Horton's available for the community
 - The BBQ will take place on the south side of the lighthouse, where propane heaters and fireplaces will be set up with seating areas for the afternoon
- Encourage family skating on the ice and skating path at the marina.
- Recreational activities will be set up outside for families to enjoy together:
 - Snowshoes will be available to borrow for adults and youth
 - Giant family games such as: Jenga, Connect 4, Chess, Bowling, Ball Toss, Corn Hole, Washer Toss and more
 - Snow Station: Snow Paint, Moulds, Accessories
- Economic Development is planning to draw the winner of the "I Love Local" campaign at this event
- Promotion of the event will begin on February 8, 2022

		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

- Covid-19 Regulations for an outdoor public gathering:
 - As per O. Reg 263/20 Rules for Areas in Step 2 – Organized public events are permitted under the following conditions:
 - Outdoor events have no limits on number of attendees, but face coverings and/or masks must be worn when distancing (two metres or more) cannot be maintained.
 - Proof of vaccination is not required
 - Spacing/Masking will be encouraged when in line for food if distancing (two metres or more) cannot be maintained.
 - Seating areas will be spaced out to encourage distancing

Inclement weather back-up plan:

- Should the weather not co-operate (too cold or un-skateable ice), we will move the BBQ to the Leo Boivin Community Centre from 12-3PM and have the space set up with an open basketball court, open Pickleball court, and recreation games set up.
- Covid-19 Regulations:
 - Capacity limits will be in place (500)
 - Proof of vaccination with the enhanced QR code, identification and screening is necessary for anyone over the age of 12.
 - Masks will need to be worn when not actively participating in a recreation activity.

Alternatives:

None

Financial Implications:

All costs are covered within the Operational budget and no additional allocation will be required.

Environmental Implications:

None



		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

Attachments:

None

Submitted by:

Samantha Joudoin-Miller

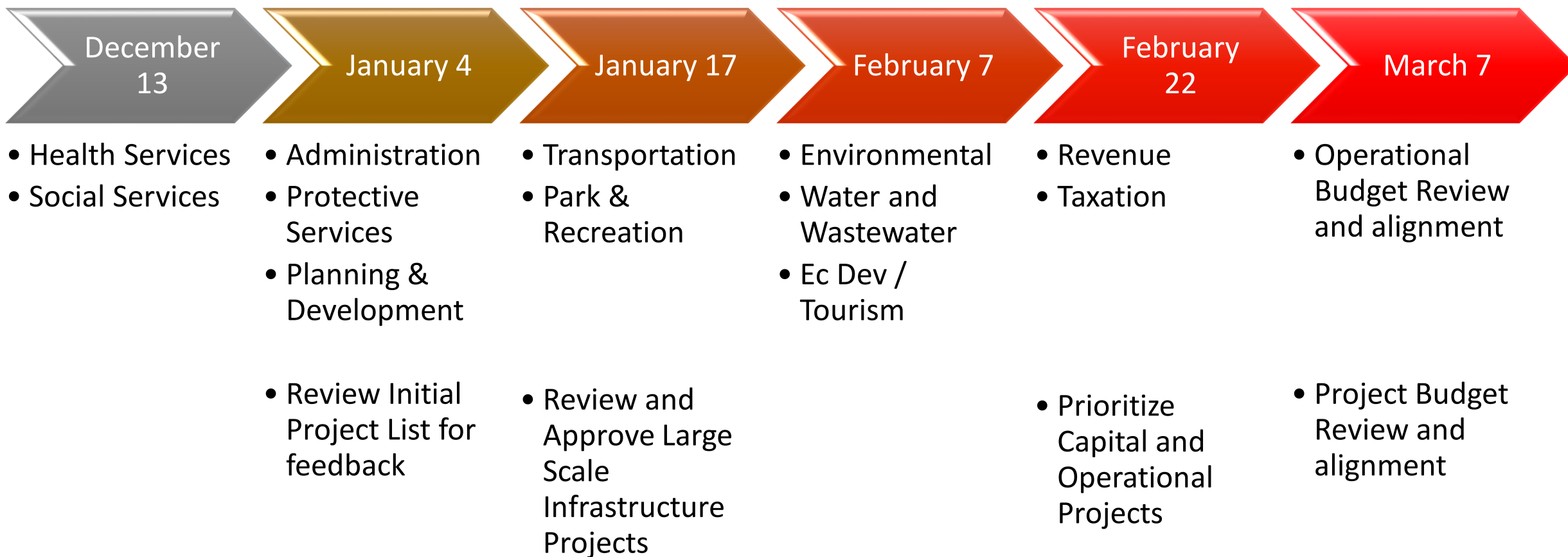
2022 Operational Budget – February 7, 2022



Topics

- Budget Timeline
- Environmental
- Economic Development / Tourism
- Water & Wastewater

Budget Timeline



Environmental Services

- Storm Sewers
- Waste Collection
- Waste Disposal
- Waste Diversion

Environmental Expenses

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Storm Sewers	69,300	56,412	69,300	-	12,888		43,300
Waste Collection	111,700	106,303	107,800	(3,900)	1,497		2,000
Waste Disposal	82,500	90,922	91,000	8,500	78	898 tones collected	-
Waste Diversion	112,700	108,647	109,475	(3,225)	828		4,700
Total	376,200	362,285	377,575	1,375	15,290		50,000
% Change				+0.4%	+4.1%		

Economic Development & Tourism

- Economic Development / Tourism
- Recreation / Tourism

Economic Development & Tourism

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Ec Dev / Tourism	234,281	283,746	320,912	86,831	37,167	Reallocated from below	
Rec / Tourism	170,730	64,301	-	(170,730)	(64,301)	Reallocated to Rec & Ec Dev	
Total	405,011	348,047	320,912	(84,099)	(27,134)		-
% Change				(20.8%)	(6.7%)		

Water and Wastewater

- Wastewater Collection
- Wastewater Treatment Plant
- Water Treatment Plant
- Water Distribution

Water Budget

- The Water Budget is made up of two components
 - Water Treatment – starts at the water intake pipe in the St. Lawrence through the water treatment plant and stops at the treated water leaving the treatment plant
 - Water Distribution – starts the pipes receiving the treated water leaving the water treatment plant, includes the watermains in the roads, water tower and water hydrants
 - Water revenues are required to cover the cost of operating and replacement of the of the water system without property tax subsidization

2022 Water Budget

	Total	Water Treatment	Water Distribution	Transfer to Reserves
Revenue		50%	50%	
Water Charges	1,213,358	606,679	606,679	
Interest	3,200	1,600	1,600	
Occupancy Changes	1,800	900	900	
Total Revenue	1,218,358	609,179	609,179	
Expenses				
Salaries / Allocation	287,764	70,170	217,594	
Supplies	323,374	232,431	90,943	
Services	476,400	279,000	197,400	
Debt Payments	-	-	-	
Reserves Contribution	130,820	27,578	103,242	130,820
Total Expenses	1,218,358	609,179	609,179	130,820

Wastewater Budget

- The Wastewater Budget is made up of two components
 - Wastewater Collection – the lot line of each property and includes the sanitary sewer pipes in the ground, wastewater pumping stations, and the sanitary sewer manholes
 - Wastewater Treatment Plant – starts at the end of the wastewater collection lines enter the plant and ends with the pipe leading into the St. Lawrence River that discharges treated wastewater
 - Wastewater revenues are required to cover the cost of operating and replacement of the of the wastewater system without property tax subsidization

2022 Wastewater Budget

	Total	Wastewater Treatment	Wastewater Collection	Transfer to Reserves
Revenue		68.75%	31.25%	
Water Charges	1,556,956	1,070,408	486,548	
Interest	82,593	82,593	-	
EC Share	79,690	79,690	-	
Occupancy Changes	1,800	-	1,800	
Total Revenue	1,721,039	1,232,691	488,349	
Expenses				
Salaries / Allocation	140,340	70,170	70,170	
Supplies	424,338	317,413	106,925	
Services	415,002	327,152	87,850	
Debt Payments	343,827	343,827	-	
Reserves Contribution	397,532	174,129	223,403	397,532
Total Expenses	1,721,039	1,232,691	485,311	397,532

Water and Wastewater Budgets

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Revenue							
Wastewater	1,702,622	1,699,855	1,721,039	18,417	21,184	2% increase at July 1st	
Water	1,228,400	1,206,391	1,218,358	(10,042)	11,967	2% increase at July 1st	
Total	2,931,022	2,906,246	2,939,397	8,375	33,151		
Expenses							
WW Collect	485,311	470,319	488,348	3,037	18,029		223,403
WW Treat	1,217,311	1,229,536	1,232,691	15,380	3,155		174,129
W Treatment	587,020	579,068	609,179	22,159	30,111		27,578
W Distribute	641,380	627,323	609,179	(32,201)	(18,144)		103,242
Total	2,931,022	2,906,246	2,939,397	8,375	33,151		528,352

Summary to Date Expenses

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Health Services	326,455	348,374	329,537	3,082	(18,837)		-
Social Services	736,107	702,497	746,204	9,917	43,527		-
Administration	1,352,021	1,311,358	1,374,454	22,433	63,096		311,024
Protective Services	2,220,372	2,160,556	2,263,152	42,780	102,596	Offsetting Revenue	30,000
Planning	72,840	73,675	73,281	441	(394)		-
Transportation	2,278,325	2,216,396	2,645,425	367,100	429,029	\$304,000 in offsetting Revenue	306,190
Parks & Recreation	1,592,281	1,537,483	1,807,351	211,809	265,821	Reallocation from Tourism	432,485
Environmental	376,200	362,285	377,575	1,375	15,290		50,000
Ec Dev / Tourism	405,011	348,047	320,912	(84,099)	(27,134)		-
Total	9,359,612	9,060,671	9,937,712	578,100	877,041		1,129,699
% Change				+6.2%	+9.4%		
Water & Wastewater	2,931,022	2,906,246	2,939,397	8,375	33,151		528,352
				+0.3%	+1.1%		
Total	12,290,634	11,966,917	12,877,109	586,475	910,192		1,658,051
				+4.7%	+7.4%		
2022 Election	-	-	20,000	20,000	20,000		

Next Budget Meeting – February 22, 2022

Topics

- Revenue & Taxation
- Project Prioritization



**Departmental Statement
Storm Sewers**

Fund 00
Dept 421

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2021	2021	2022	(Lower)	
			B (W)	Projection	Budget	Budget		
Expenses								
Contracted Services	21,667	13,168	8,499	13,168	26,000	26,000	-	Ends March 2021
Debenture Payments	8,813	10,519	(1,706)	10,519	10,575	-	(10,575)	
Transfer to Reserves	27,271	27,271	(0)	32,726	32,725	43,300	10,575	
Total	57,750	50,958	6,792	56,412	69,300	69,300	-	

**Departmental Statement
Waste Collection**

Fund 00
Dept 440

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2021	2021	2022	(Lower)	
			B (W)	Projection	Budget	Budget		
Expenses								
Garbage Bags	19,167	23,024	(3,858)	20,466	23,000	10,000	(13,000)	
Waste Collection	71,333	66,149	5,184	83,671	85,600	95,600	10,000	
Other	917	165	751	166	1,100	200	(900)	
Transfer to Reserves	1,667	1,667	(0)	2,000	2,000	2,000	-	
Total	93,083	91,006	2,078	106,303	111,700	107,800	(3,900)	



Departmental Statement Fund
Waste Disposal Dept

00
 450

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2021	2021	2022	(Lower)	
			B (W)	Projection	Budget	Budget		
Expenses								
Waste Disposal Contracts	68,750	70,113	(1,363)	90,922	82,500	91,000	8,500	
Total	68,750	70,113	(1,363)	90,922	82,500	91,000	8,500	

Departmental Statement Fund
Waste Diversion Dept

00
460

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2021	2021	2022	(Lower)	
			B (W)	Projection	Budget	Budget		
Expenses								
Salaries & Benefits	12,500	-	12,500	10,582	15,000	10,900	(4,100)	
Membership Fees	-	50	(50)	50	-	50	50	
External Printing Costs	500	-	500	724	600	725	125	
Advertising Community	1,000	562	438	1,755	1,200	1,800	600	
Diversion Contract	61,833	66,250	(4,416)	74,235	74,200	74,300	100	
Diversion Contract	14,167	-	14,167	16,601	17,000	17,000	-	
Transfer to Reserve	3,917	3,917	(0)	4,700	4,700	4,700	-	
Total	93,917	70,778	23,138	108,647	112,700	109,475	(3,225)	

**Departmental Statement
Ec Dev & Tourism**

Fund 00
Dept 820

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2021 Projected	2021 Budget	2022 Budget	(Lower)	
Expenses								
Salaries & Benefits	92,038	105,127	(13,089)	109,341	110,446	179,412	68,966	Ed Dec & Bus Dev
Salaries & Benefits DSS	10,750	55,374	(44,624)	74,254	12,900	12,000	(900)	3 Months DSS
DSS - Other Expenses	1,613	1,108	505	2,233	1,935	500	(1,435)	
DSS - Cellular	150	628	(478)	821	180	180	-	
DSS - Data Communications	200	183	17	224	240	240	-	
Travel Mileage	1,250	-	1,250	-	1,500	1,500	-	
Travel Non Mileage	333	-	333	-	400	400	-	
Travel Meals	125	31	94	102	150	150	-	
Training Mileage	208	-	208	-	250	250	-	
Training Materials	2,500	58	2,442	58	3,000	3,000	-	
Conference Fees	1,250	828	422	938	1,500	1,500	-	
Membership Fees	1,333	623	711	623	1,600	1,600	-	
Meeting Expenses	833	242	592	242	1,000	1,000	-	
Office Supplies	833	1,746	(913)	3,166	1,000	1,000	-	
External Printing Costs	2,083	694	1,389	1,278	2,500	2,500	-	
Other	11,667	31,930	(20,263)	6,916	14,000	14,000	-	
Tourism Expenses	-	-	-	-	-	20,000	20,000	
Computer	417	709	(292)	1,651	500	500	-	
Computer Licenses	417	552	(135)	1,113	500	500	-	
Advertising Community	8,333	8,417	(84)	11,350	10,000	10,000	-	
Advertising Recruitment	-	127	(127)	262	-	-	-	
Promotional Materials	22,083	20,844	1,240	25,340	26,500	26,500	-	
Public Relations	2,083	127	1,956	423	2,500	2,500	-	
Cellular	833	551	282	795	1,000	1,000	-	
Data Communications	11,667	14,072	(2,406)	13,981	14,000	14,000	-	EORN Broadband
Data Communications	5,567	-	5,567	6,680	6,680	6,680	-	EORN 5G Cell Project
Clothing	417	2,313	(1,896)	3,329	500	500	-	
Consulting Services	2,083	-	2,083	1,221	2,500	2,500	-	
Contracted Services	14,167	17,031	(2,864)	16,388	17,000	17,000	-	Economic Coridoor

Credit Card Charges	-	71	(71)	519	-	-	-
Total	195,234	263,385	(68,151)	283,746	234,281	320,912	86,631

Departmental Statement Waste Water Collection

Fund 00
Dept 411

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2021 Projection	2021 Budget	2022 Budget	(Lower)	
Expenses								
Salaries & Benefits	57,747	55,565	2,182	69,296	69,296	70,170	874	
Insurance	7,333	6,352	982	10,864	8,800	12,775	3,975	
Staff Training	4,583	-	4,583	-	5,500	5,500	-	
Repairs	15,833	36,002	(20,169)	54,348	19,000	57,000	38,000	
Hydro	29,333	22,525	6,809	27,826	35,200	28,700	(6,500)	
Heat	583	585	(1)	776	700	800	100	
Building Insurance	583	558	25	1,632	700	2,150	1,450	
Contracted Services	70,833	19,705	51,128	63,646	85,000	65,000	(20,000)	
Property Taxes	1,858	-	1,858	2,741	2,230	2,850	620	
Debenture Payments	34,292	40,935	(6,644)	41,150	41,150	-	(41,150)	Ends in March 2021
Transfer to Reserves	164,779	164,779	0	198,040	197,735	223,403	25,668	
Insurance Claims	16,667	-	16,667	-	20,000	20,000	-	
Total	404,426	347,005	57,420	470,319	485,311	488,348	3,037	

**Departmental Statement
Waste Water Treatment**

Fund 00
Dept 412

October 2021

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2021 Projection	2021 Budget	2022 Budget	(Lower)	

Revenue

Waste Water	1,288,958	1,024,805	(264,154)	1,541,540	1,546,750	1,556,956	10,206	Assumes 2% increase at July 1, 2022
ED/C Charge	59,441	-	(59,441)	76,560	71,329	79,690	8,361	
Owner Occupancy Change	1,625	1,223	(403)	1,755	1,950	1,800	(150)	
Interest	68,828	173,109	104,282	80,000	82,593	82,593	-	
Total	1,418,852	1,199,137	(219,715)	1,699,855	1,702,622	1,721,039	18,417	

Expenses

Liability Insurance	4,884	4,699	185	5,805	5,861	6,564	703	2021 Renewal +5%
Repairs	150,367	85,843	64,524	125,869	180,440	124,580	(55,860)	Based on Reparis and Maintenance Plan
Hydro	118,534	82,482	36,052	123,291	142,241	126,990	(15,251)	3% Increase on 2021 Projection
Heat	6,938	5,117	1,821	8,084	8,326	8,576	250	3% Increase on 2021 Projection
Water	625	237	388	3,900	750	750	-	To return to 2021 Budget
Telephone	1,819	1,407	412	2,121	2,183	2,164	(19)	2% Increase on 2021 Projection
Property Tax	9,346	11,181	(1,835)	11,181	11,215	11,405	190	Estimating 2%
Building - Insurance	13,115	12,274	841	16,608	15,738	18,783	3,045	2021 Renewal +5%
Service Fees	14,149	16,763	(2,614)	16,763	16,979	17,601	622	Tied to CPI estimated at 5%
Contracted Services	55,691	57,913	(2,222)	66,829	66,829	70,170	3,341	Tied to EDW/C Service Fee % Increase
Engineering Fees	4,579	-	4,579	1,277	5,495	5,483	(12)	
Water Treatment Contract	258,846	258,846	0	306,351	310,615	321,669	11,054	Tied to CPI estimated at 5%
Debenture Payments	286,523	343,827	(57,305)	343,827	343,827	343,827	-	
Transfer to Reserves	89,010	89,010	-	197,629	106,812	174,129	67,317	
Total	1,014,426	969,600	44,826	1,229,536	1,217,311	1,232,691	15,380	

**Departmental Statement
Water Treatment**

Fund

00

October 2021

Dept

431

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2021 Projection	2021 Budget	2022 Budget	(Lower)	
Expenses								
Allocation	54,599	54,599	0	65,519	65,519	70,170	4,651	
Repairs	25,000	22,399	2,601	67,691	30,000	127,360	97,360	Based on Mtce Plan
Hydro	58,333	53,966	4,367	69,409	70,000	71,500	1,500	2021 Projection +3%
Heat	10,000	7,601	2,399	9,121	12,000	12,000	-	
Liability Insurance	9,500	7,425	2,076	12,167	11,400	12,776	1,376	
Data Communications	3,333	1,486	1,847	2,239	4,000	2,300	(1,700)	
Building & Contents Insurance	7,000	6,609	391	6,185	8,400	6,495	(1,905)	
Property Taxes	25,000	-	25,000	32,742	30,000	33,708	3,708	
Contracted Services	-	843	(843)	1,011	-	-	-	
Transfer to Reserves	98,450	98,450	-	79,373	118,140	27,578	(90,562)	
Water Treatment Contract	197,968	197,967	0	233,611	237,561	245,292	7,731	Contract tied to CPI 5%
Total	489,183	451,345	37,839	579,068	587,020	609,179	22,159	

**Departmental Statement
Water Distribution**

Fund 00
Dept 432

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2021 Projection	2021 Budget	2022 Budget	(Lower)	
Revenue								
Water Residential	699,083	550,369	(148,715)	824,633	838,900	832,880	(6,020)	
Water Commercial	146,917	116,715	(30,202)	176,336	176,300	178,099	1,799	
Owner Occupancy Change	1,542	1,223	(319)	1,755	1,850	1,800	(50)	
Water Sprinklers	6,542	5,243	(1,299)	7,864	7,850	7,850	-	
Interest Earned on Investments	8,333	-	(8,333)	3,200	10,000	3,200	(6,800)	
Water Other Municipalities	75,667	59,995	(15,671)	93,144	90,800	94,075	3,275	
Water Garden Taps	85,583	66,382	(19,201)	99,459	102,700	100,454	(2,246)	
Total	1,023,667	799,927	(223,740)	1,206,391	1,228,400	1,218,358	(10,042)	
Expenses								
Salaries & Benefits	171,928	175,432	(3,503)	210,425	206,314	217,594	11,280	
Training Mileage	4,333	235	4,099	235	5,200	5,200	-	
Training Accommodation	3,250	-	3,250	-	3,900	3,900	-	
Training Meals	750	-	750	-	900	900	-	
Training Fees	6,083	(187)	6,270	(187)	7,300	7,300	-	
Conference Fees	667	-	667	-	800	800	-	
Membership Fees	542	170	372	170	650	650	-	
Health & Safety Supplies	417	-	417	-	500	500	-	
Insurance	3,500	2,403	1,097	2,418	4,200	3,518	(682)	
Other Expenses	83	-	83	-	100	100	-	
Advertising Community	333	-	333	161	400	400	-	
Maintenance Supplies	15,833	83	15,750	4,306	19,000	19,000	-	
Hydro	1,167	916	251	1,099	1,400	1,150	(250)	
Telephone	333	527	(194)	633	400	650	250	
Cellular Service	1,167	769	397	1,026	1,400	1,050	(350)	
Data	333	229	104	305	400	325	(75)	
Tools	1,250	-	1,250	1,402	1,500	1,500	-	
Equipment Tools	8,333	-	8,333	-	10,000	10,000	-	
Parts	833	-	833	-	1,000	1,000	-	

**Departmental Statement
Water Distribution**

Fund 00
Dept 432

October 2021

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2021 Projection	2021 Budget	2022 Budget	(Lower)	
Building & Contents Insurance	1,583	1,545	-	1,854	1,900	1,900	-	
Pipe Fittings	25,000	10,958	14,042	16,744	30,000	30,000	-	
Uniforms / Clothing	667	1,053	(386)	1,053	800	1,100	300	
Contracted Services	83,333	30,107	53,226	32,865	100,000	100,000	-	
Legal Fees	4,167	-	4,167	-	5,000	5,000	-	
Engineering Fees	8,333	8,725	(392)	8,725	10,000	10,000	-	
Storm Sewer Contracts	2,000	-	2,000	-	2,400	2,400	-	
Water Distribution Contracts	62,500	9,734	52,766	38,936	75,000	75,000	-	
Bad Debts	4,167	(181)	4,348	7,566	5,000	5,000	-	
Transfer to Reserves	107,459	107,459	0	280,707	128,951	103,242	(25,709)	
Debenture Payments	14,138	16,880	(2,742)	16,880	16,965	-	(16,965)	Ends March 2021
Total	534,483	366,857	167,588	627,323	641,380	609,179	(32,201)	



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 13-2022

Date: February 7, 2021

From: Nathan Richard, Interim Director of Operations

RE: Marina - Dock Project RFP Results

Recommendation:

That Council approve the selection of Kehoe Marine Construction for replacement of H dock and G dock for delivery in early May 2022 at a cost of \$251,170 plus applicable taxes.

Background / Analysis:

In November of 2021, Council directed staff to issue a Request for Proposal (RFP) for the removal and replacement of the existing G dock and replacement of H dock. The Town of Prescott worked with the City of Brockville in a joint RFP as the City of Brockville also had a requirement to issue an RFP for a few island dock replacements.

H dock has increased in length to approximately 115 feet and will allow for twice the number of boats due to the ability for 6 fingers versus 3. It will also include the addition of a low water EZ Launch Kayak dock mounted to the west side of H dock. This dock will continue to not have water or electrical services. H dock will have one finger, located close to the seawall on the north end of the dock, that is double width at 5 feet wide (regular finger width is 2 foot, 6 inch), and will be considered accessible. H dock will be constructed in a fashion that will allow additional new docks that could extend down the large rock break wall in the future.

G dock will be similar in length to the existing dock, however, will include 10 seadoo ports positioned close to the north retaining wall and will continue to include water and electrical service upgrades. This dock will have new electrical/water pedestals installed along with new wiring and plumbing. It will have 8 fingers, 10 seadoo ports, 3 pedestals each having two 30 amp electrical services and two ¾" water connections.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

H dock was removed two years ago while and the existing G dock will be disconnected and floated out of the marina. The new docks will also be floated into the marina.

Delivery of the docks is scheduled for May 6, 2022, which will allow for them to be installed and ready for the opening of the marina on Victoria Day weekend.

Submissions:

Three (3) Tenders were received on January 20, 2022 by the Town of Prescott for the project. The Tender results are as follows in the order in which they were ranked based on the price.

Request for Proposal: **Tender for Design and Supply of Harbour Docks**

Closing Date: **January 20, 2022**

Base Bid with Steel Floats and Pressure Treated Wood covering

	Supplier	Total Tender Amount	Delivery
1	Kehoe Marine Construction Ltd.	\$251,170	May 6, 2022
2	Kropf Industrial Inc.	\$254,491	July 15, 2022 (delivery date not met)
3	Waterside Dock Systems Inc.	\$194,749	May 13, 2022 (does not meet technical requirements)

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

Optional Materials

Supplier		Total Tender Amount	Details
1	Kehoe Marine Construction Ltd. – moisture shield composite decking	\$278,120	above budget
2A	Kropf Industrial Inc. – HDPE (plastic) Pipe Floats with wood decking	\$239,121	June 3, 2022 (delivery date not met) HDPE floats are not as stable as steel and will have a similar useful life
2B	Kropf Industrial Inc. – HDPE (plastic) Pipe Floats with Composite Decking	\$249,121	June 3, 2022 (delivery date not met) HDPE floats are not as stable as steel and will have a similar useful life
2C	Kropf Industrial Inc. – Composite Decking and Steel Floats	\$265,121	July 15, 2022 (delivery date not met and above budget)
3	Waterside Dock Systems Inc.	\$194,749	Did not meet criteria as the finger lengths are shorter than what is required and have corner brackets which would further reduce the allowable boat length

Analysis:

Waterside Dock Systems Inc. – the floating devices are plastic and they do not meet the floating freeboard requirements with this design. The length of each finger was not met, as the design presented has fingers at a length of 14 feet 8 inch and finger length is further reduced by structural gussets installed at the corner of each finger. This would restrict pleasure crafts from back in the full 16 feet.

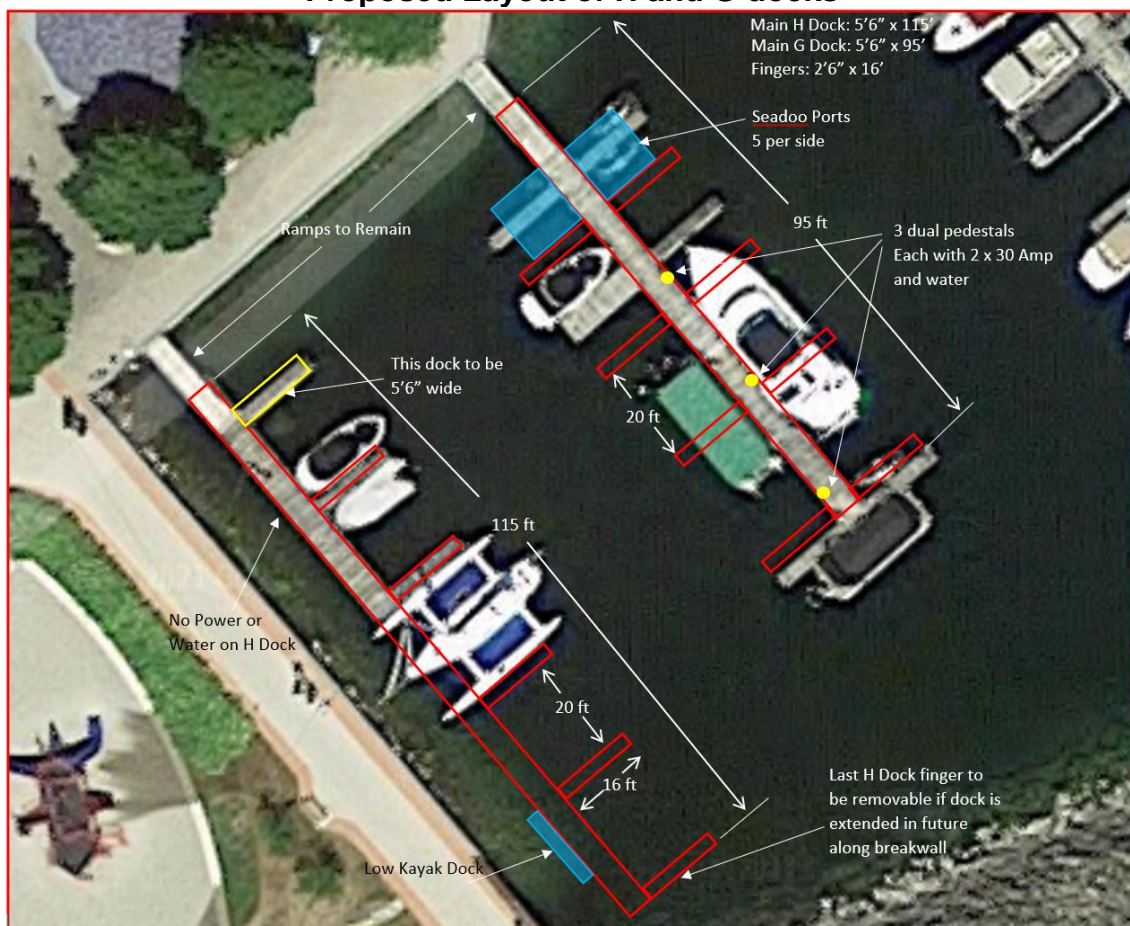
Kropf Industrial Inc. – delivery date is too late in the season to install.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

Composite decking materials were submitted as an option; however the cost is above budget and composite decking could present safety issues with slipping, quality issues with colors as they fade over time and future maintenance concerns.

The tender from Kehoe Marine Construction Ltd is competitively priced and reflective of the scope of work, therefore ranks the highest and is being recommended to Council as the contractor to be awarded the contract for the project. The tender submitted by Kehoe Marine Construction Ltd. meets the timeline requested to ensure that the docks are placed and operational prior to the beginning of the boater season. Of the tender submission that met the requirements, Kehoe submitted the lowest tender, and is deemed to be complete.

Proposed Layout of H and G docks





		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

Alternatives:

Council could decide to choose one of the other tenders submitted instead of the one being recommended.

Financial Implications

At the end of 2020 the marina reserve had a balance of \$100,835. The expected balance at the end of 2021 will be approximately \$145,270. The reserve contribution for 2022 is \$79,435 bringing the total available to \$224,704. It is recommended that \$50,000 from the dedicated infrastructure reserve be used to support the replacement as there are new features such as 10 ride on seadoo docks, extension of H dock to allow for future expansion along the break wall, and a launch for non-motorized watercraft such as kayaks and canoes. This would leave approximately \$20,000 remaining in the marina reserve at the end of 2022.

Environmental Implications:

None

Attachments

None

Submitted by:

Nathan Richard
Interim Director of Operations

		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 14-2022

Date: February 7, 2022

From: Nathan Richard, Interim Director of Operations

RE: Town Hall Second Floor Design - Update

Recommendation:

For information.

Background / Analysis:

In 2019, Council approved the renovation of the second floor to included the construction of the following areas:

- Board Room
- Office / Control Room
- Multi-Use Physical Activity Room
- Two gender neutral washrooms
- Kitchen / Kitchenette
- Auditorium

A detailed set of architetal drawings along with the requeset mechanical and electrical design needs to be completed for the entire second floor renovation to continue. This is required to ensure proper documentation is on file and that any fire and life safety issues have been addressed in the design and accomplished throughout the construction process.

Architect and Engineering companies are in the process of completing the necessary drawings so a building permit can be issued and that construction can proceed.

Due to the standards and requirements for universal washrooms, it was suggested that one washroom will be installed due to the footprint (9 feet x 10 feet) that a universal washrooms requires instead of two general neutral bathrooms.

		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

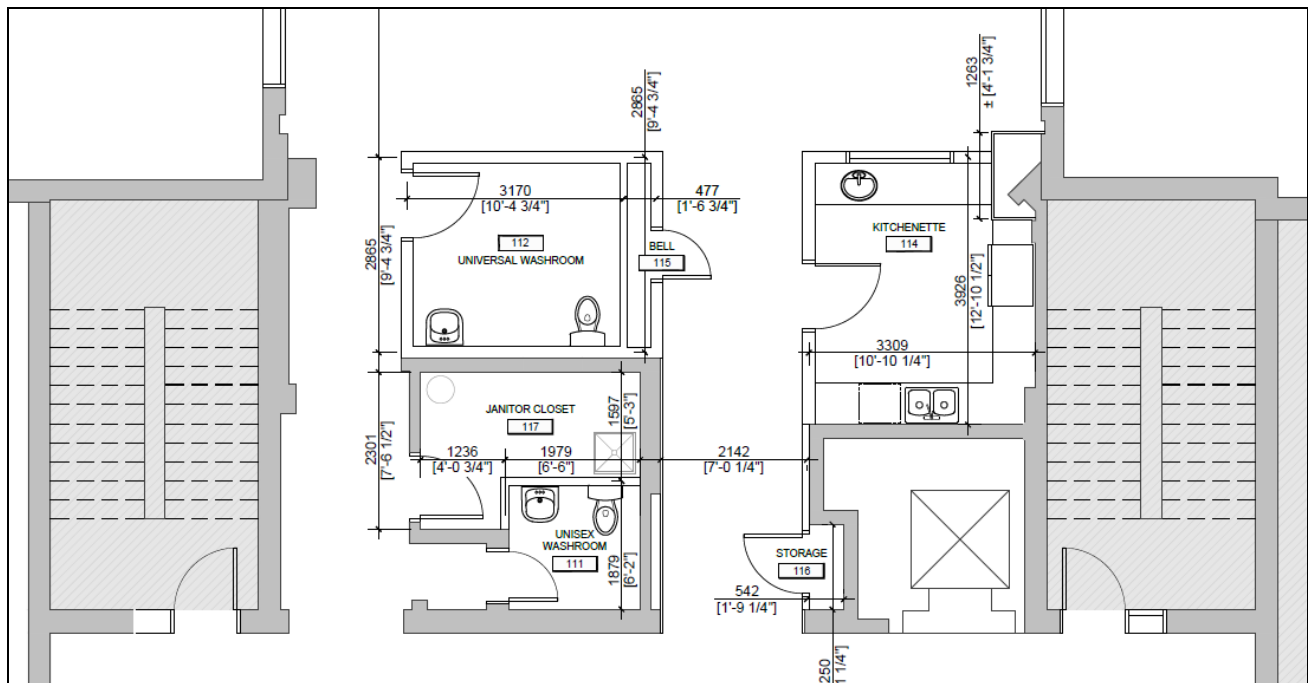
On November 15, Information Report 114-2021 was submitted to Council which indicated one washroom as part of the suggested design. Council encouraged the need for 2 washrooms on the second floor during times when there are multiple events occurring at the same time on the floor or a large event is taking place.

A portion of the detailed architectural drawing drafts have been submitted. The design now incorporates one universal washroom, and one unisex washroom as shown below. This drawing also shows space for a kitchenette and a janitor closet which were two items that were originally on the floor plan prior to demolition.

The large open space located to the north of this area will continue to be maintained as an open auditorium, event type space on the second floor which can be utilized and programmed for many different types of occasions.

A full drawing of the Town Hall Second Floor Proposed Floor Plan is attached to this report.

Town Hall Second Floor – Section showing Washrooms and Kitchenette





		Date Req'd
Information Purposes	X	Feb. 7 '22
Policy / Action Req'd		
Strategic Plan		

Alternatives:

None

Financial Implications:

None

Environmental Implications:

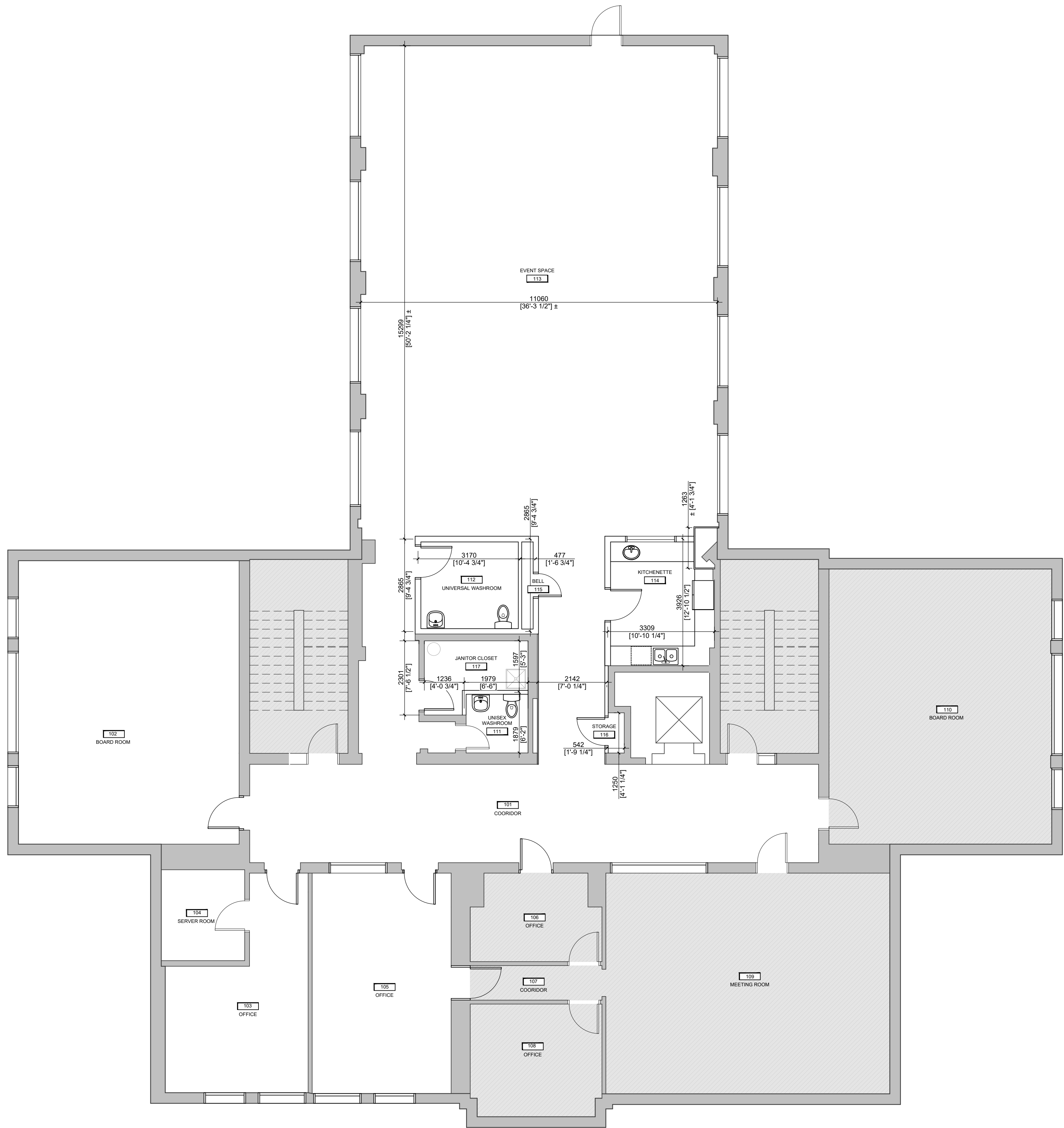
None

Attachments:

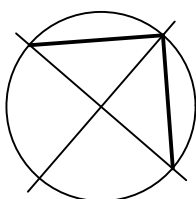
– Town Hall Second Floor Proposed Floor Plan

Submitted by:

Nathan Richard
Interim Director of Operations



North



Revisions

No.	By	Description	Date
01	SH	ISSUED FOR CLIENT REVIEW	FEB 03 2022

Project

BUILDING RENOVATION

360 DIBBLE STREET, PRESCOTT ON

Drawing

PROPOSED
FLOOR PLAN

Scale
AS NOTED

Stamp

Drawn
S.H.

Checked
C.D.

Project No.
21-175

Drawing No.

Date
FEBRUARY, 2022

A100

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Feb. 7 '22
Strategic Plan		

REPORT TO COUNCIL

Date: February 7, 2022

Report No. 15-2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: River Route Transit Update

Recommendation:

That Council direct staff to bring a report to the Council meeting of February 22, 2022, to discuss and consider making the River Route a permanent municipal service.

Background:

The three South Grenville municipalities and the City of Brockville have partnered to bring together a pilot transit service to the area with a bus route from Brockville to Cardinal along County Road 2, appropriately named the River Route.

With a generous in-kind donation, the River Route will use a City of Brockville bus starting from the Box Store transfer location (Superstore) at 5:30 a.m. to take commuters to popular workplaces in Prescott, Augusta, and Edwardsburgh Cardinal in a 2-hour loop for 12 hours each weekday. Changes to the route were implemented the week of January 24, 2022, based on feedback received through the public surveys, driver observations, and staff analysis.

Analysis:

Two surveys were conducted in December to obtain feedback from the general public and from the business community.

General Public Survey Results

204 surveys from the general public were received with the results as follows.

Where do you live?

16.18%	Augusta Township
15.20%	Brockville
33.33%	Edwardsburgh Cardinal



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29.90% Prescott
6.00% Other

Where do you work?

2.94% Augusta Township
25.98% Brockville
7.35% Edwardsburgh Cardinal
21.57% Prescott
42.16% Other Retired, Other Areas, Multiple locations

98.53% of respondents have heard about the River Route

32.84% of respondents had someone in their household use the River Route

If you or someone in your household has used it, what was the purpose?

20.10% Work
25.00% Shopping
5.88% Dining Out
15.69% Visiting Friends / Family
15.20% Appointment
18.13% Other

If you haven't used the River Route, please indicate what might be stopping you from doing so?

38.12% I have no need for Public Transit
3.87% I didn't know about it
1.66% Too expensive
14.92% Stops are not close enough to where I need to get picked up or where I need to go to
17.13% The Bus hours of operation does not align with when I need it
7.18% I'm nervous / unsure about using public transit
17.12% Other

86.70% of respondents that hadn't used it to date would consider using the River Route bus in the future.

94.12% of respondents would like to see the River Route become a permanent service

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Business Survey Results

20 surveys from the business community were received with the results as follows.

Category that best describes your business

15%	Manufacturing
20%	Distribution/Warehousing/Logistics
10%	Retail
15%	Restaurant
5%	Services Business to Business
25%	Services - Consumer
10%	Other

Where is your business located?

25%	Brockville
5%	Edwardsburgh Cardinal
70%	Prescott

100% of respondents have heard about the River Route

10% of respondents had an employee use the River Route to get to or from work

Would your employees be interested in using the River Route to get to or from work?

20%	Yes
35%	No
45%	Unknown

Barriers that are preventing employees from using the River Route to get to or from work.

15%	Bus route is not close enough to home or business
35%	Bus hours of operation does not align with shift start and end times
20%	More public education is required to address rider hesitancy
30%	Employees don't require service or have a car

Have any of your customers used the River Route to get to your business?

20%	Yes
70%	No

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10% Not Applicable

40% of respondents identified that a bus service would help attract new employees

25% of respondents identified that a bus service would help attract new customers

80% of respondents would like to see the River Route become a permanent service

Ridership Data

Month	Operation Days	Rides	Average per day
August	2	12	6.0
September	21	199	9.5
October	20	245	12.3
November	22	245	11.1
December	21	250	11.9
Jan 1 - 28	19	128	6.7

November 29th to December 3rd averaged 16.2 rides per day

The Omicron COVID variant and subsequent provincial restrictions cause a substantial decrease in the daily ridership. This has started to recover at the end of January with an average of 10.2 rides per day for the week of January 24th to 28th.

46% of users are picked up and or dropped off in Prescott, with 40% in Edwardsburgh Cardinal Township, and 14% in Augusta Township.

Route Changes

On the week of January 24, 2022, a number of adjustments were made to the to River Route based on the feedback received.

- Departing Brockville along the 2nd concession versus County Rd 2 to Maitland
- Shifting Sarah Street stop to MERC hall in Maitland
- Addition of a stop at Cedar Street in Maitland
- Shifting James Street stop (Ingredion) to John Street (across from Anglican Church) in Cardinal
- Pilot of a "flag down" system in the lower speed areas (50km/h or less) along the route in Prescott, Johnstown and Cardinal areas.

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- Worked towards adding stops between Johnstown and Cardinal at locations such as Grenville Park, Johnstown Motel, Blair Road and ELC automotive.

Alternatives

As the pilot program is slated to end at the end of February 2022. The information contained in this report is being shared between all the partnering municipalities so that they can decide on the willingness to move the pilot program to a permanent service.

Financial Implications:

Below are the financial results for August 30th to December 31, 2021.

	Pilot Budget	Budget at December 31st	Actual at December 31 st , 2021	Projection to end of Pilot
Revenue				
Fares	17,000	11,333	5,231	7,850
EOLC Council	25,000	16,667	16,667	25,000
Municipal Share	30,000	20,000	20,000	30,000
Total Revenue	72,000	48,000	41,898	62,850
Expenses				
Salaries (Driver)	49,600	33,066	34,292	51,438
Fuel	11,200	7,467	10,669	16,004
Maintenance	11,200	7,467	7,855	11,783
Total Expenses	72,000	48,000	52,816	79,225
Expenses over Income	-	-	(10,918)	(16,375)

* There were \$1,840 in startup costs incurred (tickets, signs) which are being covered by the marketing budget

The fare revenue is less than budgeted for due to the ridership not achieving the steady state goal of 20 to 30 riders daily. This has been largely impacted by COVID and the time it takes building ridership in a new transit system.

The expected overage in costs is largely due to fuel prices which reached new heights over the last several months.

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The Town of Prescott has an amount of remaining COVID relief funds from the shop local campaigns undertaken at the end of 2021 that could be used to offset the effects on revenue. The Town of Prescott represents approximately 50% of the total rides meaning that an additional \$10,000 in Modernization funding applied to the pilot would equal the contributions of \$20,000 from Edwardsburgh Cardinal and Augusta Townships. These two amounts together would cover the excess of expenses over revenue for the pilot program.

Analysis of River Route being made permanent

The following table outlines the expected revenue and expenses to continue the River Route for the 10 months remaining in 2022 and for the full 12 months of 2023.

Provincial Gas Tax funding is made up of two components. 70% of the funding is based on ridership numbers while 30% of the funding is based on the population of the municipalities. Gas tax provides up to 75% of the amount of funds municipalities contribute plus the fare revenue generated up to the amount of the 70/30 calculated amount. Provincial gas tax funds are only available to systems that have been committed to on a permanent basis and not pilot programs. The program is based on several factors which fluctuate year to year (including gasoline sales, ridership, municipal population, and municipal spending).

The Gas Tax program year runs from April 1, 2021 to March 31, 2022. If Prescott and its partner municipalities commit to funding prior to March 31, 2022, Prescott could receive a pro-rated allocation for the fourth quarter of the program year, of an estimated \$17,947 (pro-rated from a total estimate of \$71,786).

It is important to note that this is an estimate of Gas Tax funding for the final quarter of the 2021-22 program year, based on current projections. This amount is not guaranteed for the 2022-23 program year. In addition, Gas Tax funding is typically disbursed early in the calendar year. Funding for the 2022-23 program year will not be disbursed until early 2023.

	March to December 2022	2023
Revenue		
Fare (12 riders per day)	10,400	12,500
Municipal Contribution	68,170	83,215
Potential Gas Tax Subsidy 75% of (Fare and Municipal Contribution)	58,930	70,715
Total Revenue	137,500	165,000



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Expenses		
Salaries (Driver)	89,250	108,000
Fuel	26,700	32,000
Maintenance	20,850	25,000
Total Expenses	137,500	165,000

As noted above the estimated municipal contribution for the remainder of 2022 would be \$68,170 or \$22,725 per municipality if it was to be split three equally ways. The municipal contribution for the full year of 2022 would be \$83,215 or \$27,740 per municipality if it were to be split equally three ways. Other allocation models could be explored.

Environmental Impacts:

None

Attachments:

None

Submitted by

Matthew Armstrong
Chief Administrative Officer & Treasurer



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STAFF REPORT TO COUNCIL

Report No. 16-2022

Date: February 7, 2022

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

Re: 2022 Community Grant Application Review Working Group

Recommendation:

That Council appoint the following three members to the 2022 Community Grant Application Review Working Group to review the applications:

Councilor McConnell
Councilor Ostrander
Councilor Young

Background / Analysis:

Each year, local organizations are invited to submit applications to receive grant money to support a variety of programs and initiatives of benefit to local residents within the Town of Prescott.

In the past couple of years, a working group has been formed to review each submission prior to meeting to discuss them. At the meeting, working group members provide their rationale in support of each request. Once a consensus is established within the working group, the recommendations are brought forward to Council for further review and contemplation.

The Community Grant Application now includes in-kind requests so that they can be captured and reviewed as part of this process. A second application intake will occur in the Summer/Fall of 2022 to help avoid the contemplation of single one-off requests that come up from time to time throughout the year.

A call for grant applications was issued in the Fall/Winter of 2021 for 2022. Grant recipients from 2021 were sent a copy of the application form, which was also posted on



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the Town's website and on social media. Applications for this intake have been received. The members of the working group will receive a copy of the applications, along with a summary worksheet. This will allow each individual group member to review the packages and prepare for a discussion on the applications. Working group recommendations will be brought forward to Council in March for review and discussion.

Alternatives:

An alternative would be for all Council Members to review and deliberate on the 2022 Community Grant Applications at a meeting of Council. This alternative may prove to be time consuming. Different members of Council may be appointed to the working group as an alternative.

Financial Implications:

None

Environmental Implications:

None

Attachments:

None

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 05-2022

A BY-LAW TO AUTHORIZE AN AGREEMENT WITH INTELIVOTE SYSTEMS INC. FOR THE PURPOSE OF PROVIDING TELEPHONE AND INTERNET VOTING FOR THE 2022 MUNICIPAL ELECTION

Being a by-law to authorize an agreement with Intelivote Systems Inc. for the purpose of providing telephone and internet voting for the 2022 Municipal Election

WHEREAS, Section 42 of the *Municipal Elections Act*, S.O. 1996, provides that the council of a local municipality may pass a by-law to authorize an alternative voting method that does not require electors to attend a voting place in order to vote; and

WHEREAS, the Council of the Corporation of the Town of Prescott passed such by-law at the Council meeting of September 20, 2021, and now deems it necessary and appropriate to enter into an agreement with Intelivote Systems Inc. for the purpose of providing telephone and internet voting for the 2022 Municipal Election.

NOW THEREFORE BE IT 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 execute an agreement with Intelivote Systems Inc. for the purpose of providing telephone and internet voting for the 2022 Municipal Election.
2. That Appendix A (Agreement for eVoting Services), forms part of this by-law.
3. That this by-law shall come into force and take effect upon being passed by Council.
4. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**READ AND PASSES, SIGNED AND SEALED THE 7th DAY OF
FEBRUARY 2022.**

Mayor

Clerk

MUNICIPAL VOTING CONTRACT

Agreement for eVoting Services made and effective this 8th day of February, 2022

BETWEEN:

TOWN OF PRESCOTT

Of 360 Dibble Street West, Prescott, Ontario, K0E 1T0
(herein called “the Municipality”)

- and -

INTELIVOTE SYSTEMS INC.

Of 12-40 Thornhill Drive, Dartmouth, Nova Scotia, B3B 1S1
(herein called “ISI”)

WHEREAS ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations (“the ISI Service”);

AND WHEREAS the Municipality wishes to obtain from ISI the use of some of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

AND WHEREAS ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality’s Election on the Election Date(s);

NOW THEREFORE FOR the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

1. Definitions

- 1.1 “Auditor” – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 “Candidate” means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 “Candidates’ Agents” – means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 “Candidate Reports”- means an electronic record in an agreed upon format produced and made available to Candidates’ Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.6 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 “Election Date(s)”- means the following days: Monday October 17, 2022 until Sunday, October 23, 2022 and October 24, 2022.
- 1.9 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Returning Officer and/or Deputy Returning Officer, whose rulings ISI shall be compelled to comply with.
- 1.10 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 “Interactive Voice Response” and “IVR”- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 “Internet Enabled Connection Service”- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.

- 1.15 “Voting Decision”- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.
- 1.16 “Voting Period”- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 “Website Voting Address”- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

2. Provision of ISI Services

- 2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

3. Specifications

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector’s PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector’s PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.

- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.
- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

4. Contract Administration

- 4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Dean Smith
Telephone: (902) 481-1156
Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:

Name: Lindsey Veltkamp
Telephone: (613) 925-2812 x 6225
Email: lveltkamp@prescott.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.

- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.
- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

5. Obligations of the Municipality

- 5.1 The Municipality shall:
 - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
 - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
 - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
 - 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
 - 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be

responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

6. Obligations of ISI

6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and
- 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

7. Fee and Payment Terms

7.1 The Municipality agrees to pay to ISI:

- 7.1.1. A base services fee equal to \$1.00 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
- 7.1.2. A services and postage fee equal to \$1.30 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;
- 7.1.3. Any fees for additional consulting services described in Schedule “B”;
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
 - a) 30% of the base services fee of \$1.00 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
 - b) The services and postage fee of \$1.30, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
 - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
- 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

8. Ownership and Rights

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

9. Representations and Warranties

- 9.1 ISI represents and warrants that:
 - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;

- 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
 - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and
 - 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
 - 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
 - 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.
- 9.2 The Municipality represents and warrants that:
- 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

10. Remedies

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service

deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.

10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.

10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

11. Force Majeure

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

12. Limitation of Liability

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

13. Miscellaneous

13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.

- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.
- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

TOWN OF PRESCOTT

Per: _____

Per: _____

INTELIVOTE SYSTEMS INC.

Per: _____
Dean Smith, President and Founder

**SCHEDULE “A”
Base Services**

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;

- l) Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;
- n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer and Deputy Returning Officer);
- o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
- p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

SCHEDULE "B"

Consulting Services

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes
All travel and living expenses will be reimbursed to ISI at cost.

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 06-2022

A BY-LAW TO AUTHORIZE A LEASE AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT FOR THE PURPOSES OF THE PARKS CANADA AGENCY TO LEASE LANDS LOCATED ON PART 16, 17, 23, 24, 26 FOR A PERIOD OF TEN (10) YEARS.

Being a by-law to authorize a lease agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Environment for the purposes of the Parks Canada Agency to lease lands located on Part 16, 17, 23, 24, 26 for a period of ten (10) years.

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 agree to lease a parcel of land located on Part 16, 17, 23, 24, 26 from Her Majesty the Queen in Right of Canada as represented by the Minister of Environment for the purpose of the Parks Canada Agency; and

WHEREAS Council deems it expedient to enter into an agreement with Her Majesty to lease the said lands for a pathway, subject to the terms and conditions as set out in the agreement attached hereto as Schedule "A".

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

1. That the Mayor and Clerk are hereby authorized to enter into an agreement to lease lands with Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency in the form attached to this by-law as Schedule "A" and such schedule to form part of this by-law and to have the same force and effect as if recited in full herein.
2. The Mayor and Clerk are hereby authorized to do or cause to be done all such matter of act or thing as may be required to give full force and effect to this bylaw and the attached agreement in the form of Schedule "A".

3. This by-law shall come into force and take effect upon final passage.
4. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

READ AND PASSED, SIGNED AND SEALED THE 7th DAY OF FEBRUARY, 2022.

Mayor

Clerk

LICENCE
BETWEEN
HER MAJESTY THE QUEEN
in right of Canada
AND
THE CORPORATION OF THE TOWN OF PRESCOTT

THIS LICENCE OF OCCUPATION made this day of , 20 .

BETWEEN: **HER MAJESTY THE QUEEN**, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, (“Her Majesty”),

OF THE FIRST PART,

AND: **THE CORPORATION OF THE TOWN OF PRESCOTT**, a body corporate, and having its head office in the Town of Prescott, in the Province of Ontario (“Licensee”),

OF THE SECOND PART.

WITNESS that in consideration of the fees, covenants and agreements herein reserved and contained on the part of the Licensee to be paid, observed, performed and kept, Her Majesty hereby gives permission to the Licensee to use and occupy on a non-exclusive basis for the purpose hereinafter mentioned and subject to the terms and conditions hereinafter contained, all that certain parcel or tract of land and premises situate, lying and being in the Province of Ontario, and being composed of a strip of land 850m in length and 3.5m in width outlined in heavy black line across parts of Part 16, 17, 23, 24, 26 (CLS 58752) on the plan annexed hereto and forming part hereof as Schedule “A”, (“Land”); for a period of ten (10) years commencing on the 1st day of March, 2022, and ending on the 31st day of March, 2032 (“Period”).

ARTICLE 1.00 DEFINITIONS

1.01 In this Licence of Occupation:

- (a) “Applicable Environmental Law” means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, policies, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law;
- (b) “*Bankruptcy and Insolvency Act*” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (c) “*Companies Creditors Arrangement Act*” means *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
- (d) “Contaminant” means any toxic, dangerous or hazardous substance or material as targeted by Applicable Environmental Law that, when released into an environment in concentrations exceeding in situ natural occurrence levels, poses or is likely to pose immediate or long-term hazard to human health or safety, the environment, or the normal conduct of business.

- (e) “Licence” means this Licence of Occupation;
- (f) “Minister” means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (g) “Parks Canada Agency” means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
- (h) “Site” means Fort Wellington National Historic Site in the Province of Ontario;
- (i) “Structures” means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time; and
- (j) “Superintendent” means the Superintendent of the Site or any person authorized to act in that behalf.

1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

ARTICLE 2.00 LICENCE FEE

2.01 **THE LICENSEE COVENANTS AND AGREES TO PAY** yearly and every year to Her Majesty at the office of the Superintendent, the following licence fee in the amount of One Hundred Dollars (\$100) (“Licence Fee”) for and during each year commencing on the 1st day of April, 2022, and ending on the 31st day of March, 2032. This Licence Fee shall be reviewed and the Minister shall set a new Licence Fee every five (5) years from the commencement date of this Licence. The Licensee shall pay the annual Licence Fee, in advance, on or before the 31st day of March in each and every year of the Period, the first of such payments to be made on the date of execution of this Licence by the Licensee.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 3.00 USE OF LAND

- 3.01
- (a) The Licensee acknowledges and agrees that it is a condition upon which this Licence is granted that the Land shall be used only for the purpose of accessing the existing recreational pathway for the use and enjoyment of the public with related facilities ancillary and all in accordance with applicable Site plans and guidelines;
 - (b) The Licensee shall obtain all permits, licences and authorizations required under all applicable statutes and all regulations thereunder;
 - (c) The Licensee shall comply with, and the terms of this Licence shall be subject to, all applicable statutes and all regulations thereunder; and
 - (d) The Licensee covenants and agrees to comply with all of the terms and conditions contained in Schedule “B” titled “Operational Requirements” annexed hereto and forming part hereof.

- 3.02 The Licensee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 3.03 The Licensee shall not cause, permit or allow the commission of any waste on or in the Land.
- 3.04 The Licensee shall, at its own expense, collect and dispose of all garbage resulting from the use and occupation of the Land, in a manner satisfactory to the Superintendent.
- 3.05 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.

ARTICLE 4.00 ACCEPTANCE AND EXCEPTIONS

- 4.01 The Licensee covenants and agrees that:
- (a) it has inspected the Land including any structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Licence on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whosoever made;
 - (c) it will accept the Land in the condition existing on the date of this Licence on an “as is” basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;
 - (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
 - (e) the use of the Land shall be consistent with the environmental condition of the Land; and
 - (f) no representation, warranty or inducement has been given by Her Majesty or any of Her servants, agents and contractors and relied upon by the Licensee respecting the condition of the Land.
- 4.02 This Licence operates solely as a licence and does not transfer any exclusive possessory right or interest to the Licensee.
- 4.03 The Licensee acknowledges and agrees that Her Majesty may issue other licences of occupation with respect to the Land, or any portion thereof, or use the Land for Site purposes.
- 4.04 The Licensee shall permit Her Majesty, Her servants, agents, contractors, franchisees and the public at large to pass freely at all times over the Land.
- 4.05 Where the Land or any part thereof is required by Her Majesty for the purpose of administration of the Site or for any other public purpose, Her Majesty, Her servants, agents, contractors and franchisees may enter and use the whole or any part of the Land, on the expiration of such notice as the Minister may deem expedient.
- 4.06 The Licensee shall give immediate notice to the Superintendent if evidence of archaeological resources is encountered during any activity whatsoever on the Land, and await the Superintendent’s written instructions before proceeding with the activity on the Land.

- 4.07 The Licensee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of Her Majesty.

ARTICLE 5.00 TAXES AND OTHER CHARGES

- 5.01 The Licensee covenants and agrees to pay, in addition to the annual Licence Fee, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land in relation to the Licensee's use of the Land or upon the Licensee in respect thereof.

ARTICLE 6.00 ENVIRONMENTAL PROTECTION

- 6.01 The Licensee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 6.02 The Licensee covenants and agrees that:
- (a) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law; and
 - (b) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in Article 6.02 (a) and are hereby covenants which form part of this Licence.
- 6.03 The Licensee covenants and agrees that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures are hereby covenants which form part of this Licence.
- 6.04 The Licensee covenants and agrees that it shall, at its expense, provide an assessment of environmental condition at the request of the Superintendent.
- 6.05 The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Licensee.
- 6.06 If at any time, the Minister considers remedial action to be necessary, the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 6.07 The Licensee covenants and agrees that if the Licensee fails to take any mitigative measures required by the Minister as set forth in Articles 6.02 and 6.03, or fails to commence and diligently complete the remedial action required in Article 6.06, the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to

the Licensee, and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 7.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION

- 7.01 The Licensee covenants and agrees that in relation to the Licensee’s use of the Land:
- (a) it shall maintain or cause to be maintained the Land including any Structures thereon in a good state of maintenance and repair. If the Licensee fails to commence and diligently proceed to make such repairs or remedy such condition after receiving thirty (30) days notice in writing from the Superintendent, the Superintendent may enter the Land including any Structures thereon, make the said repairs, or remedy such condition, and charge the costs thereof to the Licensee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to Her Majesty and shall be payable upon demand; and
 - (b) the Superintendent or his agents shall be entitled to enter and inspect the Land, including any Structures thereon at all reasonable times for the purpose of inspecting and ascertaining the condition or state of repair thereof, or verifying that the covenants and other provisions of this Licence are being complied with.

ARTICLE 8.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 8.01 (a) The Licensee shall submit for the approval of the Superintendent, plans and specifications for any construction, additions or alterations to the Land including any Structures thereon.
- (b) The plans and specifications referred to in Article 8.01 (a) shall be in accordance with but not limited to the current development review process, Site management plans, Site community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, policies and zoning that are applicable to the Land.
- (c) Upon approval by the Superintendent of the plans and specifications referred to in Article 8.01 (a), the Licensee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction, additions or alterations to the Land and any Structures thereon including the remedying of any deficiencies.
- 8.02 With respect to any construction, additions or alterations to the Land including any Structures thereon pursuant to Article 8.01, the Licensee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and effect for such reasonable period of time as the Superintendent may deem warranted.

ARTICLE 9.00 DESTRUCTION AND RECONSTRUCTION

- 9.01 If any Structures on the Land are destroyed by fire or an Act of God or other calamity, or are demolished, or by reason of any other occurrence become incapable of being satisfactorily utilized for the purpose permitted in this Licence, then subject to Article 9.02, the Licensee shall:

- (a) (i) within sixty (60) days of happening of any such event, give to the Superintendent written notice whether or not it is the intention of the Licensee to rebuild, replace or reinstate any such Structures;
- (ii) if it is the intention of the Licensee to rebuild, replace or reinstate any such Structures, submit to the Superintendent, at the request of the Superintendent, within one (1) year of the written notice in Article 9.01 (a) (i), plans and specifications therefore and obtain all necessary permits, licences and approvals in accordance with Article 8.00;
- (iii) with respect to any construction pursuant to Article 9.01 (a) (ii), the Licensee shall comply with Article 8.00; and
- (b) within one (1) year of the date of issuance of all necessary permits, licences and approvals to rebuild, replace or reinstate any such Structures, or such longer period of time as may be permitted by the Superintendent, complete the construction of any such Structures, including the remedying of any deficiencies.

9.02 In the event that the Licensee has not given notice under Article 9.01 (a) (i) to rebuild, replace or reinstate any such Structures destroyed, demolished or rendered uninhabitable or unusable, or has indicated there is no intention to rebuild, replace or reinstate any such Structures, the Minister may terminate this Licence. In such a case, the Licensee shall, forthwith upon demand by the Superintendent, restore the Land to a good state of maintenance and repair to the satisfaction of the Superintendent and shall remove all damaged Structures and debris from the Land. If the Licensee fails to effect clean up and restoration of the Land to the satisfaction of the Superintendent, then the Superintendent may do so at the Licensee's expense, including reasonable costs for administration, which expense shall be a debt due and owing to Her Majesty and shall be payable upon demand. The Superintendent shall permit the Licensee access to such Land to perform its obligations set forth herein.

ARTICLE 10.00 ALIENATION

- 10.01 The Licensee shall not, at law or otherwise, assign, transfer, sublicense or otherwise alienate this Licence or any of the rights hereunder.
- 10.02 The Licensee shall provide to the Superintendent, within thirty (30) days from the date of issuance, an original, duplicate original or certified true copy of any of the following documents relating to the Licensee or to the Land:
- (a) evidence of change of name; and
 - (b) evidence of amalgamation or dissolution in the case of a corporate licensee.
- 10.03 A transfer or issuance of the shares of a corporate licensee which would have the result of transferring effective control of the corporate licensee, or any other change in the corporate structure of the corporate licensee which would have the same result, is deemed to be an assignment contemplated by Article 10.01; however, the Licensee must obtain the written consent of the Minister for any such share transaction and is deemed a violation of Article 10.01 unless the written consent of the Minister is first obtained.

In the case of a corporate licensee, the shares of which are publicly traded, the consent of the Minister shall be obtained forthwith upon the corporate licensee receiving written notice that a share transaction has occurred, or will occur, that has resulted, or will result, in a change of control of the corporate licensee. The

corporate licensee shall provide the Minister with any additional information and documentation that the Minister may require in order to determine whether to consent to the share transaction.

ARTICLE 11.00 LIABILITY AND INDEMNITY

- 11.01 The Licensee shall not have any claim or demand against Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of the negligence of Her Majesty, Her servants, agents and all those for whom Her Majesty is responsible at law.
- 11.02 The Licensee shall at all times indemnify and save harmless Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Licensee’s use of the Land or the use of the Land by all those for whom the Licensee is responsible at law;
 - (b) the existence of any Contaminant in, on or under the Land, as a result of the Licensee’s use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;
 - (c) the existence of any Contaminant in, on or under other lands that has migrated from the Land, as a result of the Licensee’s use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;
 - (d) the remediation of any Contaminant referred to in Article 11.02 (b) or (c); or
 - (e) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfillment of any obligations arising hereunder.

ARTICLE 12.00 INSURANCE

- 12.01 The Licensee covenants and agrees that during the Period:
- (a) it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that Her Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Licensee’s use of the Land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverage for the type of land use referred to in Article 3.01 (a);
 - (b) the insurance referred to in Article 12.01 a) shall:
 - (i) be issued by an insurance company or companies which would be satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to Her Majesty of cancellation or amendment of such insurance;

- (ii) shall contain a waiver of any subrogation rights the Licensee's insurers may have against Her Majesty and against those for whom Her Majesty is responsible at law except in the case of negligence of Her Majesty, Her servants and agents and all those for whom Her Majesty is responsible at law; and
- (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
- (c) it shall provide to the Superintendent, on the anniversary date for each year during the Term, Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (d) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 13.00 REMOVAL OF IMPROVEMENTS

- 13.01 Upon expiration or termination of this Licence, the Licensee shall sever and remove all Structures from the Land. If the Licensee fails to remove all Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Structures and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.
- 13.02 Subsequent to the removal of all Structures in accordance with this Article, the Licensee shall rehabilitate the Land in accordance with instructions from the Superintendent and to the satisfaction of the Superintendent. If the Licensee fails to comply with this Article then the Superintendent may rehabilitate the Land and charge the costs thereof to the Licensee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 14.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

- 14.01 The Licensee covenants and agrees that upon expiration or termination of this Licence, the Licensee shall at its own cost:
 - (a) complete an assessment of the environmental condition of the Land as required by any Applicable Environmental Law;
 - (b) remove any or all Structures from the Land;
 - (c) clean up the Land in respect to all Contaminants in accordance with Applicable Environmental Law;
 - (d) clean up any Contaminant in, on or under the Land that has migrated from the Land as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law, in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;

- (e) leave the Land free from all garbage and debris;
 - (f) restore the Land to a good state of maintenance and repair,
- all to the satisfaction of the Superintendent.

14.02 If the Licensee fails to comply with the provisions of Article 14.01, the Minister may, upon written notice to the Licensee, complete the obligations of the Licensee and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 15.00 DEFAULT AND TERMINATION

15.01 In respect to this Licence and in the event that:

- (a) any portion of the annual Licence Fee remains unpaid for more than thirty (30) days after becoming due, whether formally demanded or not; or
- (b) the Licensee fails to continuously, regularly, duly and punctually perform, observe or keep any of the other covenants and provisions herein contained,

the Minister may, by notice in writing, require the Licensee to remedy any such default within such period of time as the Minister deems warranted.

If in such case, the Licensee does not remedy such default within the time prescribed, it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided Her Majesty will nevertheless be entitled to recover from the Licensee the Licence Fee then accrued or accruing.

15.02 Notwithstanding anything herein contained, if the Licensee at any time during the Period hereof:

- (a) makes an assignment for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*;
- (b) is adjudged bankrupt pursuant to the *Bankruptcy and Insolvency Act*, provided that such order has remained in force for no less than thirty (30) days, and has not been stayed;
- (c) files any petition or institute any proceedings under the *Bankruptcy and Insolvency Act*, *Companies Creditors Arrangement Act*, or similar legislation affecting the rights of creditors generally;
- (d) is subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (e) abandons the Land, or demonstrate an intention to abandon the Land; or
- (f) attempts to sell, dispose of or remove its goods and chattels so that there would not, in the event of such sale, disposal or removal, be a sufficient distress on the Land for three (3) months' Licence Fee,

it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and

thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided Her Majesty will nevertheless be entitled to recover from the Licensee the annual Licence Fee then accrued or accruing.

- 15.03 Termination of this Licence pursuant to any of the provisions herein shall be wholly without prejudice to the right of Her Majesty to recover arrears of the annual Licence Fee or any other right of action by Her Majesty in respect of any antecedent breach of covenant or other provision herein contained, and the rights shall survive the termination of this Licence, whether by act of the parties or by operation of law.

ARTICLE 16.00 OFFICIAL LANGUAGES

- 16.01 The Licensee shall endeavour:

- (a) to provide services to the public in both official languages of Canada; and
- (b) to provide signs, notices and printed materials used for the purpose of informing the public in both official languages of Canada.

- 16.02 At the request of the Superintendent, the Licensee shall obtain the approval of the Superintendent prior to the display or distribution of the signs, notices and printed materials referred to in Article 16.01 (b).

ARTICLE 17.00 DISPUTES

- 17.01 Any question or dispute that arises between the parties hereto over any of the covenants, terms, obligations, or provisions of this Licence or the interpretation thereof, shall be referred to the Federal Court of Canada.

ARTICLE 18.00 MISCELLANEOUS

- 18.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, electronic mail, personal service, or any other technology-based system (provided the technology-based system yields a hard copy), postage or charges prepaid addressed to:

in the case of Her Majesty
Minister of the Environment
c/o the Superintendent
Eastern and Central Ontario Field Unit
370 Vankoughnet Street
P.O. Box 479
Prescott, ON K0E 1T0

and

in the case of the Licensee

the Licensee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to Her Majesty or to the Licensee pursuant to this Article is deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein.

- 18.02 A waiver, condonation, forgiveness or forbearance by either party hereto of the strict performance by the other of any covenant or provision of this Licence shall be in writing and shall not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of Her Majesty to require the fulfilment of any obligation of the Licensee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.
- 18.03 If for any reason any covenant or provision contained in this Licence, or the application thereof to any party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or provision shall be deemed to be independent of the remainder of this Licence and to be severable and divisible from this Licence. The invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Licence or any part thereof. The intention of Her Majesty and the Licensee is that this Licence would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal. In the event that any covenant or condition is so determined, the Minister may, in the Minister's sole discretion, replace the covenant or condition with a new covenant or condition which would reflect the intention of the parties in the original covenant or condition.
- 18.04 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between Her Majesty and the Licensee pursuant to this Licence. The only relationship is that of licensor and licensee.
- 18.05 The Licensee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of Her Majesty for or with the view to obtaining this Licence, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Licence upon any agreement for a commission, percentage, brokerage or contingent fee.
- 18.06 Whenever the provisions of this Licence, unless the text expressly states otherwise, requires an approval of or consent to any action, request, document or plan by a party or require any party to be satisfied as to any of the foregoing, a party shall not arbitrarily or unreasonably withhold, delay or exercise such approval or consent. It shall be considered reasonable that in addition to anything set forth in this Licence, Her Majesty, the Minister and the Superintendent may consider applicable statutes and regulations thereunder, government policies and Site management plans as well as anything that may be necessary for the preservation, control or management of the Site or for the safety of the public. Furthermore, nothing herein shall limit any discretion of Her Majesty, the Minister or the Superintendent which discretion is set forth under any applicable statutes and regulations thereunder. In addition, the Licensee acknowledges and agrees that it shall be considered reasonable for Her Majesty, the Minister and the Superintendent to take the time for appropriate internal consultation as well as consultation with third parties as may be necessary for the granting of such approval or consent.
- 18.07 Time is of the essence of this Licence and all of the provisions hereof.
- 18.08 No implied terms or obligations of any kind on behalf of Her Majesty shall arise from anything in this Licence or any improvements effected by the Licensee, and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.

- 18.09 No exercise of any specific right or remedy of Her Majesty shall prejudice or preclude Her Majesty from exercising any other right or remedy provided by this Licence or allowed at law or in equity. No right or remedy provided to Her Majesty by this Licence or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and Her Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.
- 18.10 The captions and headings throughout this Licence are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Licence, or any provision thereof.
- 18.11 Every provision herein contained shall enure to the benefit of and be binding upon Her Majesty, Her heirs, successors and assignors and the Licensee, its heirs, executors, administrators, permitted successors and permitted assignors. Where there is more than one Licensee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 18.12 This Licence constitutes the entire agreement between the Licensee and Her Majesty with respect to the subject matter of this Licence. There are no collateral warranties or agreements.

IN WITNESS WHEREOF, the parties have executed this Licence.

Parks Canada Agency, on behalf of
Her Majesty the Queen in right of
Canada

Witness

Field Unit [Superintendent](#)
[Eastern and Central Ontario](#)

[Town of Prescott](#)

Signature

Print name

Title

Signature

Print name

Title

SCHEDULE "A"



SCHEDULE “B”

OPERATIONAL REQUIREMENTS

1. The use of land shall be consistent with the Fort Wellington National Historic Site of Canada Commemorative Integrity Statement, which specifies that the open viewscales from Fort Wellington looking south, southeast, and southwest are maintained in order to enhance the understanding of the historic relationships and military purpose of the fort in defending the river.
2. The Licensee shall follow Parks Canada federal identification regulations in all signage or promotional materials for the property crediting the use of Parks Canada lands.
3. The Licensee covenants and agrees that it will carry out maintenance to the Land including but not limited to the clearing of and repairs to the asphalt of the recreational pathway for the use and enjoyment of the public, the cutting of grass four (4) metres on either side of the recreational pathway, inspection and repair of any structures affixed to the Land by the Licensee, that in the opinion of the Site Manager, would not adversely affect, prejudice or detract from the heritage character of the Site.
4. The Licensee covenants and agrees that it will not make nor permit to be made any addition or alterations to the Land, or use or permit the use of the Land in any way that in the opinion of the Site Manager, would adversely affect, prejudice or detract from the heritage character of the Site.

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 07-2022

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL
MEETING HELD ON FEBRUARY 7, 2022**

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 7th DAY OF FEBRUARY, 2022.

Mayor

Clerk