



PRESCOTT TOWN COUNCIL
AGENDA

July 18, 2022

6:00 pm

Council Chambers

360 Dibble St. W.

Prescott, Ontario

Our Mission:

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

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 July 18, 2022 be approved as presented.

3. **Declarations of Interest**

4. **Presentations**

5. **Delegations**

6.	Minutes of the previous Council meetings	
6.1.	June 20, 2022	1
	RECOMMENDATION	
	That the Council minutes dated June 20, 2022, be accepted as presented.	
6.2.	June 29, 2022 - Tri-Council Minutes	14
	RECOMMENDATION	
	That the Tri-Council minutes dated June 29, 2022, be accepted as presented.	
7.	Communications & Petitions	
8.	Consent Reports	
	<i>All matters listed under Consent Reports are to be considered routine and will be enacted by one motion. Should a member wish an alternative action from the proposed recommendation, the member shall request that the item be moved to the applicable section of the agenda.</i>	
	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 70-2022 - Projects Update - July 2022	18
	RECOMMENDATION	
	For information.	
8.3.	Staff Report 71-2022 - RiverWalk District Promenade Installation	22
	RECOMMENDATION	
	That Council approve the closure of Edward St. from King St. to Water St. occurring from Friday, July 29 to Monday, August 1, 2022, to accommodate the second installation of a pedestrian mall pilot project to be known as the "RiverWalk District Promenade".	
9.	Committee Reports	
9.1.	PAC Report 08-2022 - Site Plan Agreement	39

RECOMMENDATION

That Council approve the proposed Site Plan application SPC 2021-04 subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Town.
2. That the site plan agreement of the lands, shall be registered and submitted to the Town.

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1. Staff Report 72-2022 - -RiverWalk District Decorative Lighting

46

RECOMMENDATION

That Council approve the purchase and installation of fourteen (14) decorative lighthouse themed pole mounted lights throughout the RiverWalk District at a cost to the Town not to exceed \$9,000, in partnership with the Prescott Business Improvement Area.

12.2. Staff Report 73-2022 - Tri-Council Direction

49

RECOMMENDATION

That Council receive Staff report 73-2022 for information and endorse the creation of a Tri-Council Website for Recreation and Tourism Assets; and

That Staff be directed to bring back recommendations on the feasibility of initiating a tri-municipal website and branding opportunities; and

That Staff be directed to bring back more information on healthcare and recruitment to the Tri-Council meeting of July 28, 2022.

12.3. Staff Report 74-2022 -St. Lawrence Street south of King Street

51

RECOMMENDATION

For information.

12.4. Staff Report 75-2022 - Pedestrian Crossings Evaluation and Options

54

RECOMMENDATION

That Council direct Staff to proceed with the following intersection

recommendations:

1. To remove the excess signage and correct the pavement markings at Edward Street and Victor Street at an estimated cost of \$1,500.
2. To obtain a quote for the installation of a mid-block pedestrian signal at Edward Street and Irvine Street.
3. To remove the excess signage and correct the pavement markings at Edward Street and Park Street at an estimated cost of \$1,500.
4. To install directional signage and make the repair to the signal head at Edward Street and King Street at an estimated total of \$6,500.
5. To obtain a quote for the installation of a PXO Type B pedestrian crosswalk at King Street and Centre Street.
6. To obtain a quote for the installation of a PXO Type B pedestrian crosswalk at King Street and George Street.
7. To install signage, correct the pavement parking, extend the traffic arm, and replace the flashing lights with RRFBs at an estimated cost of \$15,500.

13. Resolutions

13.1. Parking on St. Lawrence Street

RECOMMENDATION

That Staff be directed to develop and implement measures to reduce/eliminate the use of private laneways located on St. Lawrence and Water Street west by motor vehicles turning around to access the beach area.

14. By-laws

14.1. Site Plan Agreement - 965 Edward Street North

94

RECOMMENDATION

That By-Law 32-2022, being a by-law to authorize a Site Plan Agreement between the Corporation of the Town of Prescott and Grant Castle Corporation, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.2. Sale of Surplus Land - South of CN Rail Line

108

RECOMMENDATION

That By-Law 33-2022, being a by-law to authorize the sale of approximately 4.72 acres of land, legally known as: LT A N/S BLK 1 PL 19 Prescott, except PR177247; Prescott; PIN Number 681570311 by the Corporation of the Town of Prescott to 9695443 Canada Inc., be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.3. Transfer Payment Agreement - ICIP Green 2021

133

RECOMMENDATION

That By-Law 34-2022, being a by-law to authorize a Transfer Payment Agreement between her Majesty The Queen in Right of Ontario as represented by the Minister of Infrastructure and the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.4. Asset Management Policy Adoption

192

RECOMMENDATION

That By-Law 35-2022, being a by-law to adopt an Asset Management Plan for the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

15. New Business

16. Notices of Motion

17. Mayor's Proclamation

18. Closed Session

RECOMMENDATION

That Council move into Closed Session at _____ p.m. to address matters pertaining to:

18.1 Approval of Closed Session Minutes

18.2 Purchase & Sale

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

That the CAO, Clerk, Director of Operations, Deputy Clerk, and Economic Development Officer remain in the room.

19. **Rise and Report**

20. **Confirming By-Law – 36-2022**

194

RECOMMENDATION

That By-Law 36-2022, being a by-law to confirm the proceedings of the Council meeting held on July 18, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

21. **Adjournment**

RECOMMENDATION

That the meeting be adjourned to Monday, August 22, 2022. (Time: ____ p.m.)



PRESCOTT TOWN COUNCIL

MINUTES

Monday, June 20, 2022

6:00 p.m.

Council Chambers

360 Dibble St. W.

Prescott, Ontario

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

1. Call to Order

Mayor Todd began the meeting 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.

He then called the meeting to order at 6:02 p.m.

2. Approval of Agenda

Motion 144-2022

Moved By Ostrander
Seconded By Shankar

That the agenda for the Council meeting of June 20, 2022, be approved as presented.

Carried

3. Declarations of Interest

Mayor Todd declared a Conflict of Interest on Item 18.3 - Purchase & Sale.

4. Presentations

There were no presentations.

5. Delegations

There were no delegations.

6. Minutes of the previous Council meetings

6.1 May 30, 2022 - Tri-Council

Motion 145-2022

Moved By Burton
Seconded By McConnell

That the Tri-Council minutes dated May 30, 2022, be accepted as presented.

Carried

6.2 June 6, 2022

Motion 146-2022

Moved By Shankar

Seconded By Ostrander

That the Council minutes dated June 6, 2022, be accepted as presented.

Carried

7. Communications & Petitions

There were no items under Communications & Petitions.

8. Consent Reports

Motion 147-2022

Moved By Burton

Seconded By Jansman

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

Carried

Councillor McConnell spoke to Item 8.3 - Prescott Cemetery Board - 2021 Annual Report and 8.1 - Information Package: Prescott Scuba Park Thank You Letter from Save Ontario Shipwrecks (SOS).

8.1 Information Package

1. Approved BIA Minutes – May 10, 2022
2. Prescott Cemetery Board Annual General Meeting Minutes – May 8, 2022
3. 2022 Community Awards Invitation – July 4, 2022
4. Prescott Scuba Park Thank You Letter from Save Ontario Shipwrecks (SOS)

5. Edwardsburgh Cardinal Notice of Decision re: Official Plan Amendment
6. Municipal Engineers Association Letter re: Retention of Professional Engineers at Ontario Municipalities
7. Town of Aurora resolution of support re: Private Member's Bill C-233 "Keira's Law"

8.2 Staff Report 68-2022 - Financial Report - May 2022

Recommended motion:

For information.

8.3 Prescott Cemetery Board - 2021 Annual Report

Recommended motion:

For information.

9. Committee Reports

There were no items under Committee Reports.

10. Mayor

There were no items under the Mayor's portion of the agenda.

11. Outside Boards, Committees and Commissions

Councillor Burton spoke to her attendance at the Prescott Cemetery Board AGM held on May 8, 2022 and referenced the condition of the municipal gardens, the accessible swing in Sarah Spencer, the opening of Centennial pool, and tree planting along Heritage River Trail.

Mayor Todd clarified that a YMCA membership is not required to register for swim programs at the Centennial pool.

Councillor Jansman spoke to her attendance at a South Grenville Chamber of Commerce event held on June 16, the 5-year anniversary celebration of Olde Magick on June 18, and spoke to the gardens at the waterfront.

Mayor Todd congratulated Sherry Spring of Olde Magick on her 5 years of success.

Councillor McConnell spoke to the municipal gardens, the greenhouse located at the Ed Yandeu Operations Centre, a past online event held by Olde Magick, and a St. Lawrence Shakespeare Festival meeting.

Councillor Ostrander spoke to his attendance at the South Grenville Chamber of Commerce event held on June 16, the anniversary celebration at Olde Magick on June 18, and referenced the gardens in town.

Councillor Shankar spoke to his attendance at Olde Magick's anniversary celebration held on June 18, conversations with tourists over the weekend and signage along the waterfront.

Councillor Young spoke to his attendance at the South Grenville Chamber of Commerce event held on June 16 and the anniversary event for Olde Magick held on June 18.

Councillor Jansman congratulated the Prescott Fire Department on their second-place finish in the Eastern Ontario Fire Games held on June 11.

Renny Rayner, Fire Chief, spoke to the games.

Councillor Burton spoke to the upcoming Sunday Night Concert Series with the first performance taking place on June 26 and congratulated Prescott Family Chiropractic on their upcoming 30th anniversary.

12. Staff

12.1 Asset Management Plan - Presentation

Motion 148-2022

Moved By Ostrander
Seconded By Young

That Council approve the Asset Management Plan; and

That Staff be directed to bring the By-Law to the Council meeting of July 18, 2022.

Matthew Armstrong, CAO/Treasurer, spoke to the PowerPoint presentation. A copy of the presentation is held on file. He referenced the progression of the plan, the current levels of service and condition rating, and provided replacement costs of roads, sidewalks, and bridge.

Discussion was held regarding the state of the overpass, the condition of the bridge following maintenance work scheduled for later this year, and when the assessment rating reflects immediate repairs.

Mr. Armstrong outlined the replacement costs of water infrastructure, wastewater infrastructure, and storm sewer infrastructure, provided an overview of the 10- year Capital Plan and spoke to the next steps for core and non-core assets.

Discussion was held regarding the replacement costs of the assets listed, the value of assets in the town, the comparable assets between the town and neighbouring townships, the use of the asset management plan as a indicating factor, and the time and effort that goes into establishing an asset management plan.

Further discussion was held regarding the size of the town, the infrastructure within the town limits, the catch basin located at the end of St. Lawrence street, the current replacement cost of the water tower, and the estimated lifetime of all the assets.

Hugh George, Rideau St. Lawrence Distribution Inc., joined the meeting at 7:01 p.m.

Simon Wu, Rideau St. Lawrence Distribution Inc., jointed the meeting at 7:12 p.m.

Mayor Todd spoke to the overall condition of the assets outlined in the presentation and access to funding.

12.2 Pedestrian Crosswalk Evaluation - Presentation

Motion 149-2022

Moved By McConnell

Seconded By Burton

That Council direct Staff to obtain quotes to complete the minimal intervention options outlined in Parsons - Town of Prescott Intersection Review Program, as provided in Staff Report 63-2022; and

That a report outlining the costs be brought back to Council for final review and consideration.

Withdrawn

Motion 150-2022

Moved By McConnell

Seconded By Burton

That Staff be directed to implement the no parking areas as per the recommendations outlined in the Parsons – Town of Prescott Intersection Review Program; and

That Staff bring back costing for the minimal recommendations as outlined in the review program along with crosswalk chirping and possible four-way stops at the King street and Centre street and King street and George street intersections.

Carried

Nathan Richard, Director of Operations spoke to a PowerPoint presentation. A copy of the presentation is held on file. He spoke to the seven major intersections reviewed in the review program. He provided an analysis of each including the inconsistencies with the current pedestrian crossings, and an overview of the different types of pedestrian crossings.

Mr. Richard spoke to the costs associated with improving the pedestrian crosswalks and the details of the improvements at the Edward and Irvine intersections.

Discussion was held regarding rectangular rapid flashing beacons, the replacement of the lights at the Edward and Irvine crosswalk, the option of including longer arms at the Edward and Irvine location and increasing the visibility of the crosswalk.

Mr. Richard provided observations and suggestions for the remaining crosswalk locations and the costs associated.

Discussion was held regarding four way stops at King street and Centre street and King street and George street, the inclusion of a chirping indicator at the crosswalk and increasing the accessibility of the sidewalk on the north side of King street and Centre street.

Further discussion was held regarding prioritizing the intersections located on Edward street and Irvine street, King street and Centre street, King street and George street, and the option of implementing the improvements in house versus externally.

12.3 Staff Report 69-2022 - Mandatory Fire Training

There was no discussion under this item.

13. Resolutions

13.1 Resolution of Support re: Mandatory Firefighter Certifications

Motion 151-2022

Moved By Young

Seconded By Burton

That the Council of the Town of Prescott supports the attached resolution from the Town of Newmarket, dated May 9, 2022, regarding mandatory firefighter certifications; and

That this resolution be sent to the Solicitor General of Ontario, the Association of Municipalities of Ontario (AMO), and all Leeds and Grenville municipalities for consideration.

Carried

14. By-laws

14.1 Site Plan Control Agreement - Development Drive

Motion 152-2022

Moved By Young
Seconded By Burton

That By-Law 29-2022, being a by-law to authorize a site plan agreement between the Corporation of the Town of Prescott and Prescott Crossings Investment Inc., be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the by-law and provided an overview of the site plan agreement.

14.2 Water and Sewer Rates and Charges

Motion 153-2022

Moved By Shankar
Seconded By Ostrander

That By-Law 30-2022, being a by-law to amend By-Law 03-2006 to set water and sewer rates and charges, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the by-law.

Discussion was held regarding the minimal number of increases over the last 14 years.

15. New Business

Councillor McConnell spoke to parking concerns on St. Lawrence street and spoke to a drafted motion regarding the issue.

Motion 154-2022

Moved By: McConnell
Seconded By: Jansman

That the rules of procedure be suspended to allow for Council to consider the draft motion regarding the implementation of measures to reduce motor vehicles turning around in private driveways on St. Lawrence street and Water street.

Defeated

Discussion was held regarding improved signage.

16. Notices of Motion

Councillor McConnell read the following motion regarding the use of private driveways on St. Lawrence street and Water street which would be brought back to the Council meeting of July 18, 2022 for final discussion and consideration.

That Staff be directed to develop and implement measures to reduce/eliminate the use of private laneways located on St. Lawrence and Water Street west by motor vehicles turning around to access the beach area.

17. Mayor's Proclamation

17.1 National Indigenous Peoples Day

Mayor Todd proclaimed June 21, 2022 as National Indigenous Peoples Day in the Town of Prescott.

Mayor Todd spoke to the painting along the Heritage River Trail and Centennial pathway.

Matthew Armstrong, CAO/Treasurer, spoke to the stencils being created by South Grenville District High School, the collaboration with Fort Wellington on the development of interpretive plaques, and the installation of recognition signage.

18. Closed Session

Renny Rayner, Fire Chief, left the meeting at 8:52 p.m.

Council recessed at 8:51 p.m.

Council resumed at 9:00 p.m.

Motion 155-2022

Moved By Burton

Seconded By Ostrander

That the meeting be extended (Time: 9:04 p.m.)

Carried

Motion 156-2022

Moved By Young

Seconded By McConnell

That Council move into Closed Session at 9:04 p.m. to address matters pertaining to:

18.1 Financial Information

- Under Section 239(2)(i) of the *Municipal Act* - financial information, supplied in confidence to the municipality, which, if disclosed, could interfere with the organization

18.2 Approval of Closed Session Minutes

18.3 Purchase & Sale

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

That the CAO, Clerk, Director of Operations, Economic Development Officer, Deputy Clerk, and Manager of Community Services remain in the room; and

That Simon Wu and Hugh George from Rideau St. Lawrence Distribution Inc. remain in the room for Item 18.1.

Carried

Simon Wu and Hugh George, Rideau St. Lawrence Distribution Inc., left the meeting at 9:46 p.m.

Mayor Todd left the meeting at 10:34 p.m.

Deputy Mayor Shankar assumed the Chair at 10:35 p.m.

Motion 157-2022

Moved By Young

Seconded By Jansman

That Council reconvene in Open Session. (Time: 10:45 p.m.)

Carried

19. Rise and Report

During the Closed Session, Council received information and gave Staff direction on Item 18.1 - Financial Information, approved Item 18.2 - Closed Session minutes, received information and gave Staff direction on Item 18.3 - Purchase & Sale; and moved the following motion:

Motion 158-2022

Moved By Burton

Seconded By Shankar

That Staff be directed to prepare and bring forward the by-law to authorize the sale of the property located along Boundary street, south of the CN Rail Line (Roll number 0708 010 015 2600) (Plan 19 L APT) to 9695443 Canada Inc., to the Council meeting of July 18, 2022, for final review and consideration.

Carried

20. Confirming By-Law – 31-2022

Motion 159-2022

Moved By Jansman

Seconded By Ostrander

That By-Law 31-2022, being a by-law to confirm the proceedings of the Council meeting held on June 20, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

21. Adjournment

Motion 160-2022

Moved By McConnell

Seconded By Burton

That the meeting be adjourned to Monday, July 18, 2022. (Time: 10:46 p.m.)

Carried

Mayor

Clerk



**SPECIAL TRI-COUNCIL
MINUTES
June 29, 2022**

- | | |
|---------|---|
| Present | <p>Township of Augusta:
Mayor Doug Malanka, Deputy Mayor Jeff Shaver, Councillor Michele Bowman</p> <p>Township of Edwardsburgh Cardinal:
Mayor Pat Sayeau, Deputy Mayor Tory Deschamps, Councillor Hugh Cameron, Councillor Stephen Dillabough, and Councillor John Hunter</p> <p>Town of Prescott:
Mayor Brett Todd, Councillor Mike Ostrander, and Councillor Gauri Shankar.</p> |
| Regrets | <p>Councillor Samantha Schapelhouman, Councillor Tanya Henry, Councillor Leanne Burton, Councillor Teresa Jansman, Councillor Lee McConnell and Councillor Ray Young</p> |
| Staff | <p>Township of Augusta:
Steve McDonald, CAO, Annette Simonian, Clerk</p> <p>Township of Edwardsburgh Cardinal:
Dave Grant, CAO, Candise Newcombe, Deputy Clerk</p> <p>Town of Prescott:
Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Clerk, Dana Valentyne, Economic Development Officer</p> |

1. Welcome and Introductions

Mayor Malanka welcomed everyone to the Tri-Council meeting.

2. Call to Order

Mayor Malanka called the meeting to order at 6:33 p.m.

3. Approval of Agenda

Motion: Shankar, Cameron
That the agenda for the Special Tri-Council meeting of the Township of



Augusta, Township of Edwardsburgh Cardinal, and Town of Prescott be approved as presented.

Carried

4. Declarations of Interest

There were no declarations of interest expressed.

5. Opening Statement from Mayor Malanka, Mayor Sayeau, and Mayor Todd

Mayor Sayeau spoke to discussions held at the Township of Edwardsburgh Cardinal's Council meeting and the next steps for Edwardsburgh Cardinal to fit into the programs with the Township of Augusta and the Town of Prescott.

Mayor Todd welcomed everyone and spoke to the upcoming discussions.

Mayor Malanka spoke to his excitement of the project and exploring how we can work together to better our communities.

6. Focused Discussion

6.1 Updates

Recreation and Tourism Asset Inventory Update

Matthew Armstrong, CAO of the Town of Prescott, spoke to a PowerPoint Presentation. A copy of the presentation is held on file. Mayor Sayeau provided several more amenities and activities available in Edwardsburgh Cardinal.

Councillors are encouraged to forward any activities to Matthew Armstrong, CAO of the Town of Prescott for inclusion into the inventory master list.

Mayor Todd suggested the creation of a Tri-Council Website to house all three municipalities; events, assets and recreation.

Motion: Todd, Deschamps

THAT the Tri-Council endorse the creation of Tri-Council Website for Recreation and Tourism Assets; and

THAT Staff be directed to bring back recommendations on the feasibility of initiating a Tri municipal website and branding opportunities.

Carried.



Developer Package Update

Steve McDonald, CAO Augusta Township provided a power point presentation. A copy of the presentation is held on file. CAO McDonald provided an update on the Developer Package.

Discussion was held regarding how Edwardsburgh Cardinal could fit into the project, the intent of the studies referenced in the presentation and the shared capacity of water and sewer.

Physician Recruitment Strategy

Steve McDonald, CAO Augusta Township spoke to a PowerPoint presentation. A copy of the presentation is held on file. CAO McDonald provided an overview on the various programs being offered by municipalities for Physician Recruitment.

Discussion was held regarding the inclusion of recruiting nurse practitioners as well as Doctors and change the title from Physician Recruitment to Healthcare Recruitment.

Further discussion was held regarding the next steps, including consultation with Kemptville District Hospital and Brockville General Hospital, how to showcase what the municipalities' have to offer for quality of life and to find out what the doctors and nurses are looking for.

Motion: Todd, Shankar

THAT the Tri-Council direct staff to bring more information back on healthcare recruitment for the next meeting.

Carried

Municipal Drug Strategy

Mayor Malanka provided an update on the Municipal Drug Strategy.

Mayor Malanka has been in contact with the Health Unit to determine what can be done to resurrect the Committee.

Municipalities need to take action to reduce the serious effects of the problem in the area.

Any members of Council that were interested in joining the Drug Strategy reach out to the CAO of the Township of Augusta, Steve McDonald.

6.2 AMO Delegations



CAO McDonald advised that Augusta Township submitted three AMO delegation requests:

- Planning Issues - MMAH
- Financial Assistance for infrastructure servicing and capacity – Ministry of Infrastructure
- Natural Gas expansion – Ministry of Energy

Prescott and Edwardsburgh Cardinal are welcome to attend the delegation with Augusta or provide support in writing.

Mayor Sayeau advised that a briefing note should be prepared and he is willing to assist if required.

CAO McDonald is to take the lead.

7. Roundtable

Each member of Council was provided an opportunity to comment under the Round Table portion of the agenda.

- Suggestion to add a link to each other's website.
- Suggestion to pursue lobbying opportunities to push for movement on road infrastructure issue.

Next meeting date: July 28, 2022.

8. Adjournment

Motion: Cameron, Ostrander

That the meeting be adjourned at 8:30

Carried

Mayor

Clerk



		Date Req'd
Information Purposes	X	July 18 '22
Policy / Action Req'd		
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 70-2022

Date: July 18, 2022

From: Nathan Richard, Director of Operations

RE: Projects Update – July 2022

Recommendation:

For information.

Background / Analysis:

The intent of this report is to provide an update to Council on the status of approved projects. Each table below categorizes the projects according to their current status and provides a brief update.

Completed

Description
Dibble Street East Reconstruction - Phase 1 (Boundary to Vankoughnet)
Electric Vehicle Chargers at 4 locations
Installation of Solar Lights along Heritage Trail
Centennial Park – Shade Sail
Riverwalk Park – Shade Sail
New Plow for loader
Replacement and add barricades, traffic safety items, and signage for traffic control
Dock Replacement - G and H Dock at Marina
Bicycle Repair Stations and Air Pumps at Centennial Park and Rotary Pavillion
Road Resurfacing – Milling and paving 2022
Park Play Structure Repairs
Asset Management Plan



		Date Req'd
Information Purposes	X	July 18 '22
Policy / Action Req'd		
Strategic Plan		

Planning Stages

Description
Recreational Complex Outdoor Activities – Council approved the proposed field layouts and priority spaces in May. Starting the process for the design and the preparation of the tender to be issued in Fall 2022 with construction starting Spring 2023.
Water Tower Replacement - Funding approved from federal and provincial governments, and working on requirements and engineering preparation for tender.
Edward Street Bridge Work – Detailed design is ongoing. Plan to issue tender in Fall 2022.

In Progress

Description	Budget	Project Update
Recreational Complex	18,800,000	The Recreation Complex is about 24% complete. All concrete floor is poured. Cinder block walls are 50% complete. Lobby steel installed. Plumbing and electrical rough-ins completed. Ice rink lines installed. 100% of the large superstructure steel has arrived and is being installed. Storm sewer installed under the parking lot. Watermain and sanitary line installed on the property and now installing water and sanitary down Churchill Road.
Dibble Street East Reconstruction Phase 2 (Vankoughnet to Edward)	1,200,000	The contractor has completed reconstruction from Vankoughnet to East and currently completing the work at the intersection of Dibble and Edward and will move down East St.
Water Treatment Plant – River high water repairs	250,000	Working with a marine structure consultant to review the details of the concrete retaining wall

		Date Req'd
Information Purposes	X	July 18 '22
Policy / Action Req'd		
Strategic Plan		

Completion of 2 nd Floor Phase 2 and 3	255,000	Obtaining quotes for trades. First areas to be completed will be the hallway and 3 rooms and then move to washrooms and large event space.
Lighthouse Railing guard and handrail upgrades	25,000	Selected a contractor to complete the work in September.
Sidewalk Replacement	50,000	Started in July and all work is to be completed by end of August.
Roofing Structure between Seacans at Operations yard to (additional covered storage area)	25,000	Materials received and to be installed in fall.
Intersection and crosswalk review	12,000	Report to Council in June. Obtaining estimates for the proposed improvements.
Repairs to waterfront trails and Shoreline repairs	25,000	Partial repairs completed at Centennial Park and Water plant. Ongoing throughout 2022
Repairs to waterfront trails	30,000	Heritage Trail – in 2021 removed asphalt and added stone dust to remove trip hazards in a section of path. Ongoing review throughout 2022.
Electric Vehicle Charger at Centennial Park – parking lot	15,000	Reviewing power service options
Interlock Sidewalk on east side of Edward Street – between King St E and Water St E	15,000	Replace interlock stone to remove trip hazards, remove 2 trees/stumps and install new concrete for an accessible corner. To be completed in August.

Research and Sourcing

Description	Budget	Project Update
Asphalt Hot Box heater machine for pothole repairs		Obtained equipment list from the County that they have in stock.
Fire Department replacement gear	30,000	Purchased throughout the year, exploring bulk purchase options with neighboring municipalities
Replacement of sidewalk on the south side of King Street from St.	10,000	To be completed during Summer 2022.



		Date Req'd
Information Purposes	X	July 18 '22
Policy / Action Req'd		
Strategic Plan		

Lawrence Street to the entrance of the Coast Guard Building		
Establish a formal pathway from the corner of MacKenzie / Fischl to the Grocery Store / Canadian Tire	25,000	Dollarama Development site plan has been approved. Construction to begin Summer 2022.

Alternatives:

None

Financial Implications:

None

Environmental Implications:

None

Attachments:

None

Submitted by:

Nathan Richard
Director of Operations



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	July 18 '22
Strategic Plan		

REPORT TO COUNCIL

Date: July 18, 2022 **Report No. 71-2022**
From: Dana Valentyne, Economic Development Officer
RE: RiverWalk District Promenade Installation

Recommendation:

That Council approve the closure of Edward St. from King St. to Water St. occurring from Friday, July 29 to Monday, August 1, 2022, to accommodate the second installation of a pedestrian mall pilot project to be known as the “RiverWalk District Promenade”.

Background:

Based on the resounding success of the first installation of the RiverWalk Promenade, Staff is recommending that Council support a second installation throughout the Civic holiday weekend. The feedback received from adjacent businesses and participating vendors and attendees, has been overwhelmingly positive to-date. Aside from the large number of attendees, the most encouraging observation on the part of Staff, was the abundance of participants who suggested the promenade remain as a permanent installation throughout the summer months.

The space featured a range of entertainment and furnishings throughout the closure period, including seating, umbrellas, planters/greenery, signage, lighting, propane fire pits, cycling amenities, as well as a farmers’ & crafters’ market/pop-up vendors, musical performances, buskers, and family friendly activities to name a few. All elements were very well received by all in attendance. If approved, the second installation would feature a similar mix of entertainment and furnishings with periods of inactivity to encourage impromptu gatherings.

The promenade would not have been possible without the support received from fellow department Staff including administration, operations, community services, fire, and by-law, not to mention economic development support Staff. The Prescott BIA was a critical partner as well, providing financial, promotional support and advocacy throughout the endeavor.

Furthermore, the support received from Council through their attendance and words of encouragement was greatly appreciated. An overview of feedback and images from the Canada Day promenade has been compiled and attached for Council’s benefit.



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Adjacent businesses reported significant increases in sales and foot traffic, throughout the duration of the promenade and are in support of the Civic weekend and permanent summer closure in the future. The installation provided for a visual and physical gateway to the RiverWalk District, drawing downtown visitors both north to King Street and south into the waterfront area. Many visitors observed they discovered it thanks to its highly visible location on Edward Street.

The Town received zero reports of complaints/concerns from businesses, or the general public following the Canada Day closure and anticipates the same response to the proposed Civic weekend closure. This section of Edward Street does not contain active residential units and there are no commercial property entrances on this block that would be impacted by a vehicular closure. Delivery vehicle impacts will be mitigated by restricting the closure to weekday evenings & the weekend only.

Alternatives:

Council could approve the recommendation with modified dates and times or decline the recommendation at this time.

Financial Implications:

Actual costs are in-line with preliminary cost estimates provided in previous reporting. The majority of infrastructure costs will be supported through the Canada Community Revitalization Fund (CCRF) program; application pending approval. Marketing/communication expenses are estimated to be \$1,000-\$1,500, with additional infrastructure supports ranging from \$1,500 - \$2,500. Some minimal costs will also be incurred through internal department supports such as Operations, By-Law, Economic Development/Tourism.

Additionally, the BIA allocated \$5,000 to support RiverWalk Promenade marketing & entertainment and has allocated \$15,000 towards downtown parkette furnishings that were also utilized within the promenade space.

Environmental Implications:

None

Attachments:

- RiverWalk District Promenade Canada Day Post Event Review



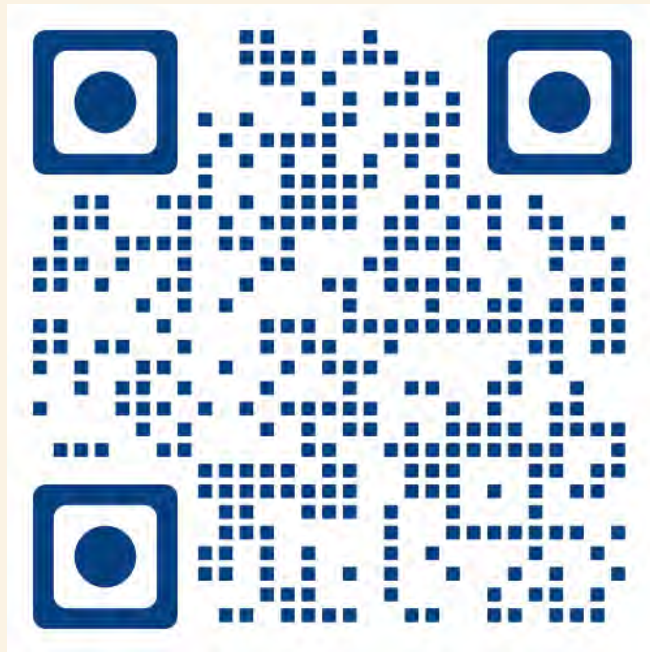
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Submitted by:

Dana Valentyne,
Economic Development Officer



RiverWalk Promenade



PRESCOTT
EST 1784
THE FORT TOWN

JULY 1ST-3RD, 2022

Rediscover the
RiverWalk
District

JULY 1ST



FARMERS' MARKET



JULY 2ND



KOBBLER JAY



JULY 3RD



ROCKABILLY JOE



JULY 1ST



JULY 1ST



JULY 1ST



JULY 2ND



JULY 3RD



#NIGHTVIBES AT THE PROMENADE



VENDOR FEEDBACK



"I had LOTS of compliments of the set up and many people are asking if we will continue to have the market in this location." - Chantal's Custom Creations

"I had a wonderful Canada Day experience with the setup on Edward Street. It's made quite a welcoming setup for people arriving into our town wanting to drive by the waterfront - it all put a lovely introductory face on our town." - Una's Angels of Love

"Loved the Promenade. We did excellent sales compared to the Saturday Farmer's Market location. I would love to see if we could use the Promenade location for the rest of the summer."
- Quality Creations

VENDOR FEEDBACK



"Market location today was the best. Loved it." - Auntie Anne's Kitchen

"We thought the location was good, in fact we would suggest if possible you adopt it for the whole summer period July 1 to Labour day. We feel it would make it more accessible to tourists, boaters."

- George's Workshop

"I LOVED it! Driving down Edward St from the 401 and seeing the setup, made you go WOW! "

-Melanie Robertson-King

"A nice atmosphere. I think people will see the market better as well with the traffic lights. As well perhaps capture tourists from the boats. People walking around the river can shop and have a little lunch perhaps at one of the restaurants."

- B's Bubbles

VENDOR FEEDBACK



"The location on July 1st was amazing. It brought so many customers, and made the Market fill so uplifted. As a vendor, I saw so much potential of the market being at this location. It made the Market look more full, and having the chairs and fire pits, made it look so cozy. And the view of the Marina at the End was priceless." - Rob Dawg's Sauces



"A huge difference from the normal market location as far as aesthetics and pedestrian access seem to be concerned with ample parking nearby. Being able to coordinate with the lighthouse, marina, O'heafies, and other attractions in the area would likely be of great benefit and proximity to both local and tourist draws with some additional signage could greatly improve market results."
" - Gramma's Garden



PUBLIC FEEDBACK





 **Devon Rose Henderson**
Our Family had a lot of fun all day long at various prescott events.
5d Like Reply 1 


 **Tammy Marie Curry**
Wishing market looked like this all the time.
Looks so welcoming.... 
2d Like Reply 1 

 **Bonnie Cougler**
Looks amazing. Great job 2
6d [Like](#) Reply Message Hide 1 

 **Nicole LeBlanc**
Hope this stays here all summer!
4d [Like](#) Reply Message Hide 1 

 **Erika Roberts**
Amazing !
4d Like Reply

 **Teresa Jansman**
A great entertainer!!
3d Like Reply

 **Sharon Stein**

3d Like Reply

 **Nicole LeBlanc**
Would love to see the market here permanently. Great location. Much more inviting.
4d Like Reply Message Hide

PUBLIC FEEDBACK

We had the best time catching the 3pm show !

Prescott- you're missing out !!

Catch the performer tomorrow with ur kiddos !! ❤️



👍 47

11 Comments 2 Shares



Nicole LeBlanc

Would love to see the chairs left out all summer. Great place to sit and enjoy some local treats and foster a sense of community

4d Like Reply



👑 Top fan

Donna White

it was so beautiful walking throug great job Prescott

4d Like Reply Message Hide

2 👍

.. great Canada Day events in town! The market is positioned in a grand location 😊 at the fountain, so many kids events, hot dogs, Canada Cup cakes, popcorn, entertainment and many volunteers supporting the festive events! Even Parks Canada - Fort Wellington is open with free entry today !! Happy Canada Day ! Fireworks 🎆 tonight! #parkscanada #presco... See More



JULY 29TH

JULY 30TH

JULY 31ST

AUG 1ST

EVENING MARKET 5-9 PM

LAMMAS DAY - OLDE MAGICK

MUSIC ON THE PROMENADE

ART DAY

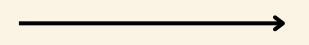


**10 VENDORS, COINCIDES
WITH SHAKESPEARE'S PAY
WHAT YOU CAN NIGHT**

**OLDE MAGICK SHOPPE WILL
BE HOSTING A LAMMAS
CELEBRATION WITH
VENDORS, READERS, AND
EVENTS**

**LIVE MUSIC ALL DAY!
11 AM - 1 PM - ISSA C.
1 - 3 PM - AMANDA KEELEY
3-5 PM TBA**

**DROP IN CLASSES BY STUDIO
MARNIE, CHANTAL'S
CUSTOM CREATIONS.
HENNA TATTOOS, FACE
PAINTING, AND MORE**





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Information Purposes		
Policy / Action Req'd	X	July 11 '22
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REPORT TO PLANNING ADVISORY COMMITTEE

Date: July 11, 2022

Report No: 08- 2022

From: Matthew Armstrong, Chief Administrative Officer and Treasurer

RE: Site Plan Agreement File SPC 2021-004
965 Edward Street North
Legal Description PLAN 19 PT LOT M RP 15R 5134;PART 1

RECOMMENDATION:

That the Planning Advisory Committee recommend that Council approve the proposed Site Plan application SPC 2021-04 subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Town.
2. That the site plan agreement of the lands, shall be registered and submitted to the Town.

BACKGROUND:

The subject property at 965 Edward Street North is currently a MacEwen Petroleum gas station with two pump islands in front of the convenience store and a card lock with two pump islands behind the store. The Proponent, Grant Castle Corp. wishes to redevelop the site with a 320 m2 convenience store with storefront parking, a 123 m2 touchless car wash behind the convenience store, and three gas pump islands under a canopy. An electric vehicle charging station will also be installed.

The applicant submitted a site plan application on October 19, 2021. Details of the site plan were forwarded to all Town departments as well as WSP Planning consultants and EVB Engineering for comments and concerns. Feedback was reviewed by Staff and sent to the applicants for review. Normal interested third parties were also contacted for feedback. To date, no comments have been received from third parties.



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ANALYSIS:

Site Plan - WSP Planning Comments

As it pertains to the official plan, WSP's report concludes:

"The proposed uses of a convenience store with a car wash, three (3) gas pumps, and electronic vehicle charging stations, conform to the Official Plan policies for the General Commercial designation."

"Based on the proposed total building area of 443 m² and a total site area of 3,471 m² (approx. 0.35 ha), the proposed Floor Area Ratio (FAR) is approximately 0.128, which conforms with the Official Plan."

As it pertains to the zoning bylaw, this development would be in General Commercial (C1) with the following table showing the zone requirements and compliance.

Zone Requirement	Provisions	Compliance
Minimum Lot Frontage – Corner Lot, Sec. 4.3 (a)	40 m	Yes - 30.48 m Section 4.2.9: (f) Existing Undersized Lots Where a lot having less than the minimum lot frontage or lot area required by this By-law, exists on the date of passing of the By-law, such lot may be used for a purpose permitted in the zone in which it is located provided that all other applicable provisions of this By-law are met.
Minimum Lot Depth Sec. 4.3 (a)	30 m	North: Yes - 81.95 m South: Yes - 76.20 m
Minimum Front Yard	15 m	Yes - 23.1 m
Minimum Rear Yard	3 m	Yes – 5.5 m
Minimum Exterior Side Yard	15 m	Yes – 16.4 m
Minimum Interior Side Yard	3 m	Yes – 4.0 m

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Minimum Distance between any portion of the pump island and related overhead canopies and any lot line	5 m	Yes – 5.0 m on the North side Yes – 9.6 m on the South side
Minimum Distance between entrances, exits or combined entrance and exit on the same lot at the street line	12 m	Yes – 18.8 m
Minimum distance between any part of an entrance, exit or combined entrance and exit, and the intersection of the street lines of one or more streets	15 m	Yes - Edward Street North: 15 m Yes – Irvine Street: 31.7 m
Maximum Width of any entrance or exit or combined entrance or exit measured at the front lot line or side lot line	9 m	Yes – 9 m on Edward Street Yes – 9 m on Irvine Street, and 12 m which is pre-existing to allow for the safe delivery of fuels.
Minimum Lot Area	600 m ²	Yes – 0.35 ha (0.86 acres)
Maximum Building Height	10.5 m	Yes – 7.3 m
Maximum Lot Coverage	60%	Yes – 12.8%
Landscaped Open Spaces	Front and side yard should be landscaped open spaces	Yes – Front and side yard areas adjacent to the street that are not used as entrances are landscaped open spaces
Loading Space Requirements 4.26	1 Loading Space	Yes – 1 space

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Parking – Automobile service station/Gas Bar	<p>3 spaces per service bay plus 1 space per employee</p> <p>Service bay requirement: N/A</p> <p>Employee requirement: 1 space per employee x 2 employees = 2 spaces required</p>	Yes – 2 spaces
Parking – Car Wash – mechanical service	<p>5 waiting spaces per wash bay</p> <p>Calculation: 1 proposed wash bay x 5 waiting spaces = 5 waiting spaces required</p>	Yes – 5 spaces
Parking – Retail Stores	<p>1 space per 25 m² [269.1 ft²] of Gross Floor Area</p> <p>Calculation: 260 m² / 25 m² = 10.4 (10) spaces required</p>	Yes – 10 spaces
Total Parking Spaces	<p>17 spaces (2 spaces for retail employees, 5 spaces for car wash, and 10 spaces for convenience store)</p>	Yes – 17 Parking spaces provided



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Barrier-Free Parking Spaces	1 Barrier-free Parking space required for less than 25 parking spaces	Yes – 1 barrier-free parking space provided
Bicycle Parking – Convenience Store	1 space per 20 m2 Calculation: 320 m2 / 20 m2 = 16 spaces required	Yes – 16 spaces

WSP states the following as it pertains to the permitted use of the development.

“Based on the information that the proposed development will consist of a convenience store with a touchless car wash at the rear of the property, a gas bar including three (3) gas pumps under a canopy, it is our professional planning opinion that the proposed uses comply with the permitted uses in the C1 Zone and their definitions.”

Engineering Plans and Reports

The following plans were peer reviewed by EVB Engineering on behalf of the Town and any issues have been addressed.

- C101 – Erosion and Sediment Control Plan Revision 3 – June 9, 2022
- C102 – Demolition Plan Revision 3 – June 9, 2022
- C201 – Site Development Plan Revision 3 – June 9, 2022
- C301 – Grading and Drainage Plan Revision 3 – June 9, 2022
- C401 – General Servicing Plan Revision 3 – June 9, 2022
- C402 – Reclaim Tank Servicing Plan Revision 3 – June 9, 2022
- C601 – Stormwater Management Plan Revision 3 – June 9, 2022
- C701 – Pre-development Watershed Plan Revision 3 – June 9, 2022
- C702 – Post-development Watershed Plan Revision 3 – June 9, 2022
- C901 – Construction Detail Plan Revision 3 – June 9, 2022

Stormwater Management Report & Servicing Briefing Revision 2 – June 9, 2022

TSSA Letter & Approved Drawing – April 21, 2021

Traffic Control Plan – June 1, 2022



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Staff Conclusion

After reviewing the submitted documentation and working with the applicant to address any concerns noted throughout the process, Staff are satisfied that this site plan application can be brought forward to the Planning Advisory Committee for contemplation with a recommendation for approval.

ALTERNATIVES:

The Planning Advisory Committee could amend, decline, or defer the site plan application as they see fit.

FINANCIAL IMPLICATIONS:

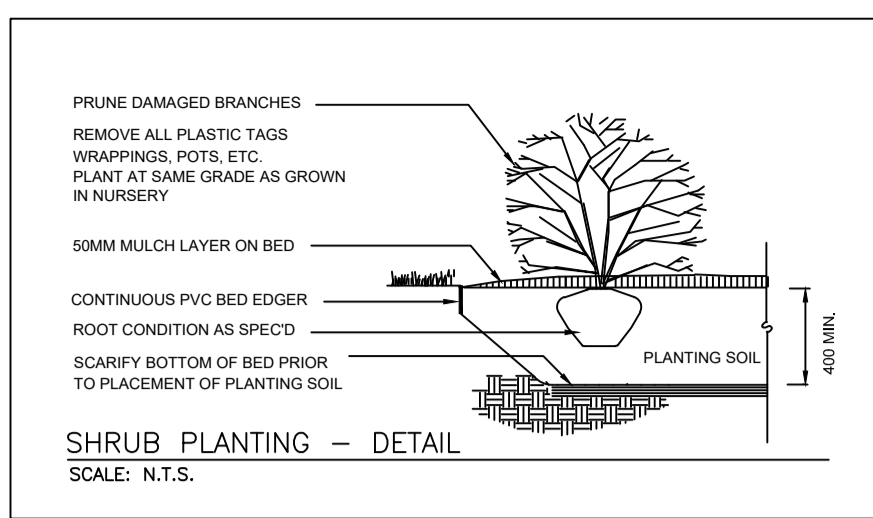
None

Attachments:

- C201 – Site Development Plan Revision 3 – June 9, 2022

Submitted By:

Matthew Armstrong
 Chief Administrative Officer and Treasurer



LANDSCAPING LEGEND:

SYMBOL	COMMON NAME	QTY.	SIZE	CONDITION
☼	FEATHER REED GRASS	61	60cm HT.	POT

DETAILS OF DEVELOPMENT

DATA	REQUIRED	PROVIDED
SETBACKS		
ZONING	C1 ZONE	
FY	15.0m	23.1m
RY	3.0m	5.5m
INT.SY	3.0m	5.0m
EXT.SY	15.0m	9.6m
NET LOT AREA (sqm)	3471 sqm	
BUILDING COVERAGE	60% (MAX)	12.8%
BUILDING HEIGHT	10.5m (MAX)	7.2m
GROSS FLOOR AREA	443sqm	
No. OF UNITS	1	
LOADING SPACES	1	1
PARKING:	12 + 1 HC	16 + 1 HC
No. OF STOREYS	1	
OTHER:		

LEGEND:

- EXISTING PROPERTY LINE TO REMAIN
- PROPOSED CURB
- PROPOSED DEPRESSED CURB
- PROPOSED TERRACING (3:1 MIN.)
- PROPOSED SILT FENCE AS PER OPSD 219.110
- PROPOSED FENCE
- PROPOSED DOOR ENTRANCE/EXIT
- PROPOSED GRASS AREA (100mm TOP SOIL & SOD)
- PROPOSED CONCRETE FEATURES/SLAB
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED LIGHT DUTY ASPHALT
- PROPOSED RIP RAP
- PROPOSED ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED SWALE ELEVATION
- PROPOSED BOTTOM OF CURB / ASPHALT ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED EXPOSED BOTTOM OF RETAINING WALL
- PROPOSED TOP OF RETAINING WALL
- MATCH INTO EXISTING ELEVATION
- EXISTING ELEVATION
- PROPOSED OVERLAND MAJOR FLOW ROUTE
- PROPOSED 100mmØ PERFORATED SUBDRAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING GAS LINE
- EXISTING MANHOLE
- EXISTING CATCHBASIN
- PROPOSED CATCHBASIN-MANHOLE/CATCHBASIN
- PROPOSED MANHOLE
- PROPOSED CURB STOP
- PROPOSED PIPE INSULATION
- PROPOSED 100 YEAR HIGH WATER LEVEL
- PROPOSED 5 YEAR HIGH WATER LEVEL
- STORM WATERSHED EXTENT
- WATERSHED NAME
- RUNOFF COEFFICIENT
- AREA IN HECTARES

USE AND INTERPRETATION OF DRAWINGS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION ARE PART OF THE CONTRACT DOCUMENTS AND DESCRIBE THE USE AND INTENT OF THE DRAWING. THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWING BEFORE EXECUTION OF THE CONTRACT. THESE CONTRACT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ANY ONE SHALL BE BINDING AS IF REQUIRED BY ALL. WORK NOT COMPLETELY DELINEATED HEREON SHALL BE CONSTRUCTED OF THE SAME MATERIALS AND DETAIL AS SHOWN MORE COMPLETELY ELSEWHERE IN THE CONTRACT DOCUMENTS.

BY USE OF THE DRAWINGS FOR CONSTRUCTION OF THE PROJECT, THE OWNER CONFIRMS THAT HE HAS REVIEWED AND APPROVED THE DRAWINGS. THE CONTRACTOR CONFIRMS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, CAD FILES OR OTHER ELECTRONIC MEDIA AND COPIES THEREOF FURNISHED BY THE ENGINEER ARE HIS PROPERTY. THEY ARE TO BE USED ONLY FOR THIS PROJECT AND ARE NOT TO BE USED ON ANY OTHER PROJECT, INCLUDING REPEATS OF THE PROJECT. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ENGINEER.

UNLESS THE REVISION TITLE IS ISSUED FOR CONSTRUCTION, THESE DRAWINGS SHALL BE CONSIDERED PRELIMINARY AND SHALL NOT BE USED AS A CONSTRUCTION DOCUMENT.

THESE DRAWINGS ILLUSTRATE THE WORK TO BE DONE. THE ENGINEER IS NOT RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES USED TO DO THE WORK, OR THE SAFETY ASPECTS OF CONSTRUCTION, AND NOTHING ON THESE DRAWINGS EXPRESSED OR IMPLIED CHANGES THIS CONDITION. CONTRACTOR SHALL DETERMINE ALL CONDITIONS AT THE SITE AND SHALL BE RESPONSIBLE FOR KNOWING HOW THEY AFFECT THE WORK. SUBMITTALS & BID TO PERFORM THIS WORK IS A COGNATE ACKNOWLEDGEMENT OF THE RESPONSIBILITIES, AND THAT THEY HAVE BEEN FULLY CONSIDERED IN PLANNING OF THE WORK AND THE BID PRICE. NO CLAIMS FOR EXTRA CHARGES DUE TO THESE CONDITIONS WILL BE FORTHCOMING.

UNAUTHORIZED CHANGES:

IN THE EVENT THE CLIENT, THE CLIENT'S CONTRACTORS OR SUBCONTRACTORS, OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE MAKES OR PERMITS TO BE MADE ANY CHANGES TO ANY REPORTS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS PREPARED BY IRL ASSOCIATES LTD. (IRL) WITHOUT OBTAINING IRL'S PRIOR WRITTEN CONSENT, THE CLIENT SHALL ASSUME FULL RESPONSIBILITY FOR THE RESULTS OF SUCH CHANGES. THEREFORE THE CLIENT AGREES TO WAIVE ANY CLAIM AGAINST IRL AND TO RELEASE IRL FROM ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM SUCH UNAUTHORIZED CHANGES.

IN ADDITION, THE CLIENT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS IRL FROM ANY DAMAGES, LIABILITIES OR COST, INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF DEFENSE, ARISING FROM SUCH CHANGES.

IN ADDITION, THE CLIENT AGREES TO INCLUDE IN ANY CONTRACTS FOR CONSTRUCTION APPROPRIATE LANGUAGE THAT PROHIBITS THE CONTRACTOR OR ANY SUBCONTRACTORS OF ANY TIER FROM MAKING ANY CHANGES OR MODIFICATIONS TO IRL'S CONSTRUCTION DOCUMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF IRL AND THAT FURTHER REQUIRES THE CONTRACTOR TO INDEMNIFY BOTH IRL AND THE CLIENT FROM ANY LIABILITY OR COST ARISING FROM SUCH CHANGES MADE WITHOUT SUCH PROPER AUTHORIZATION.

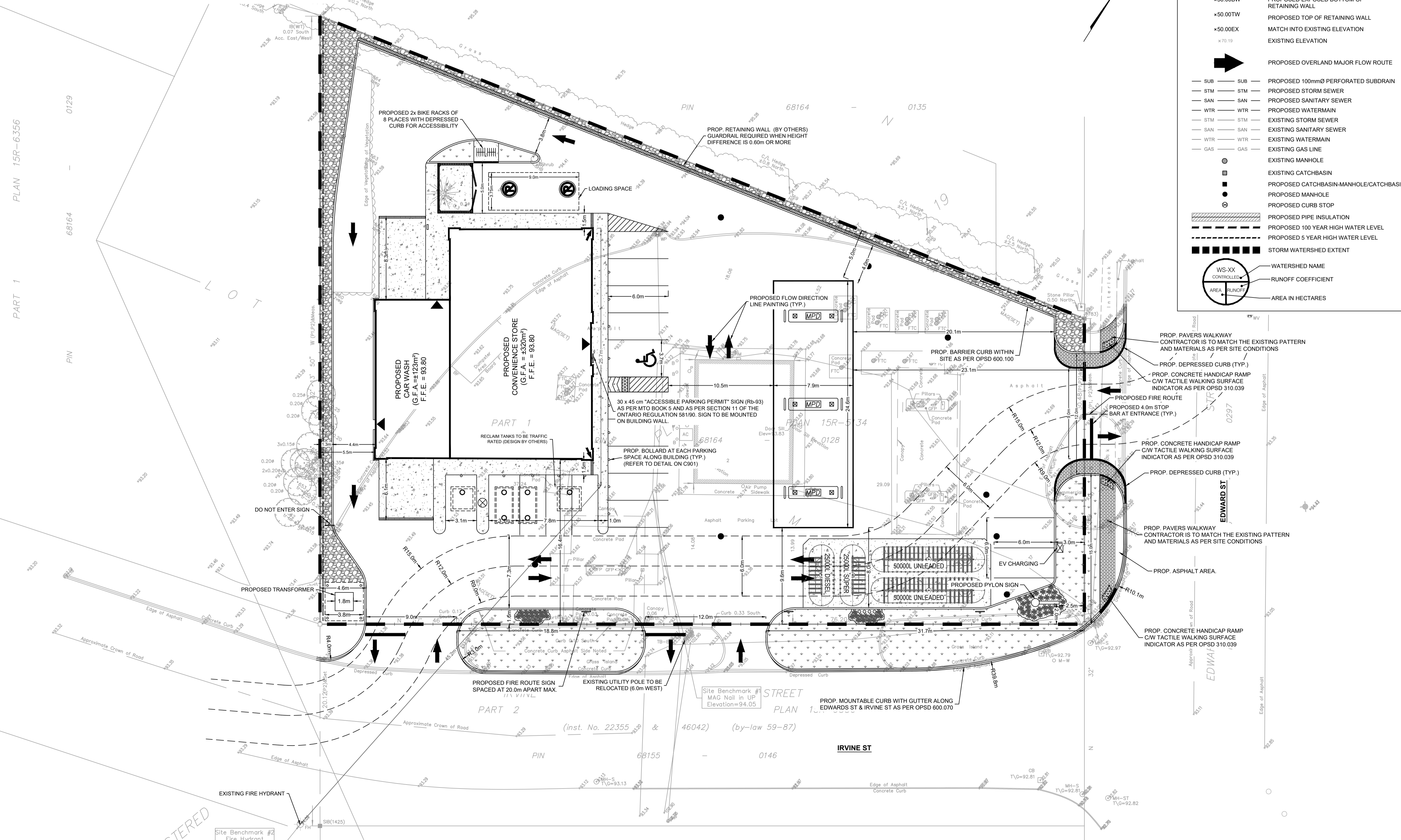
GENERAL NOTES:

EXISTING SERVICES AND UTILITIES SHOWN ON THESE DRAWINGS ARE TAKEN FROM THE BEST AVAILABLE RECORDS, BUT MAY NOT BE COMPLETE OR TO DATE. CONTRACTOR SHALL VERIFY IN FIELD FOR LOCATION AND ELEVATION OF PIPES AND CHECK WITH THE UTILITY COMPANIES BEFORE DIGGING OR PERFORMING WORK.

CONTRACTOR IS ADVISED TO COLLECT INFORMATION ON SOIL CONDITIONS BEFORE START OF CONSTRUCTION.

THE ENGINEER WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DRAWINGS, OR FOR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE WORK COMMENCES. DO NOT SCALE DRAWINGS.



No.	REVISIONS	BY	DATE
03	ISSUED FOR APPROVAL	M.L.	09 JUN 2022
02	ISSUED FOR APPROVAL	M.L.	18 FEB 2022
01	ISSUED FOR APPROVAL	M.L.	07 SEP 2021

NOT AUTHENTIC UNLESS SIGNED AND DATED

LRJ
ENGINEERING | INGENIERIE
5430 Canotek Road | Ottawa, ON, K1J 9G2
www.lrl.ca | (613) 842-3434

CLIENT: **MACEWEN PETROLEUM INC.**

DESIGNED BY: P.P. DRAWN BY: M.L. APPROVED BY: M.B.

PROJECT: **SITE RE-DEVELOPMENT MACEWEN PRESCOTT 965 EDWARDS ST N, PRESCOTT, ON**

DRAWING TITLE: **SITE DEVELOPMENT PLAN**

PROJECT NO: 190639 DATE: MAY 2021

C201



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REPORT TO COUNCIL

Date: July 18, 2022

Report No. 72-2022

From: Dana Valentyne, Economic Development Officer

RE: RiverWalk District Decorative Lighting

Recommendation:

That Council approve the purchase and installation of fourteen (14) decorative lighthouse themed pole mounted lights throughout the RiverWalk District at a cost to the Town not to exceed \$9,000, in partnership with the Prescott Business Improvement Area.

Background:

In collaboration with the Prescott Business Improvement Area (BIA), the Economic Development & Tourism Staff have been exploring the possibility of purchasing new decorative lighting for the RiverWalk District. After conducting significant research of available options and reviewing examples from comparable communities, Staff is recommending the purchase of light house themed pole mounted lights throughout the downtown core. The proposed lights would be installed throughout the year, from March 1 – November 11; opposite the holiday season period when the snowflake lights are installed. Similar to the snowflakes this past winter, not every pole will have a light on it so as to not overwhelm spectators.

The installation of year-round decorative lighting is a proven place making strategy that attracts visitors and businesses to downtowns. Examples of this can be found in Brockville, Gananoque, Cobourg, and countless other communities. The new lighting will offset the removal of street tree lighting that occurred in 2021 as part of the Town's longer-term street tree replacement plans and serve as a wonderful complement to existing clock tower and downtown lighting.

A mock-up of the proposed lighting design has been included for consideration. Once the frames are constructed, they will be used to test various lighting options prior to selecting the final colour scheme.

Alternatives:



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Council could modify the recommendation, defer consideration of the recommendation to a later date, or decline the recommendation at this time.

Financial Implications:

The total project cost is \$16,800 plus applicable taxes/freight (\$1,200 per light fixture for a total of 14 lights); which is a standard industry cost. Quotes were obtained from multiple suppliers and staff is confident the selected supplier is reputable and capable of satisfying the project terms/design standards.

The Prescott BIA approved an allocation of matching funding in the amount \$9,000 to support the project at its June 2022 board of directors meeting.

An allocation of \$9,000 in matching funding is requested from the Town to support this project. This allocation will be funded by the \$60,000 allocation from the Modernization funding that was put aside for Economic Development Initiatives in the 2022 Budget.

Environmental Implications:

None

Attachments:

- Proposed Lighting Mock-Up

Submitted by:

Dana Valentyne,
Economic Development Officer

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STAFF REPORT TO COUNCIL

Report No. 73-2022

July 18, 2022

From: Lindsey Veltkamp, Director of Administration/Clerk

RE: Tri-Council Meeting – Direction

Recommendation:

That Council receive Staff report 73-2022 for information and endorse the creation of a Tri-Council Website for Recreation and Tourism Assets; and

That Staff be directed to bring back recommendations on the feasibility of initiating a tri-municipal website and branding opportunities; and

That Staff be directed to bring back more information on healthcare and recruitment to the Tri-Council meeting of July 28, 2022.

Background / Analysis:

At the Tri-Council meeting held on June 29, 2022, members of Council from the three municipalities received information from staff regarding the Recreation and Tourism Asset Inventory and a presentation on a Physician Recruitment Strategy.

Following the Recreation and Tourism Asset Inventory update, discussion was held regarding the creation of a Tri-Council Website which resulted in the following motion:

That the Tri-Council endorse the creation of a Tri-Council Website for Recreation and Tourism Assets; and

That staff be directed to bring back recommendations on the feasibility of initiating a tri-municipal website and branding opportunities.

Following a presentation regarding the possible incentives, programs, and strategies for physician recruitment members of the three municipal councils discussed consultation



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with local hospitals, showcasing all the municipalities have to offer, and moved the following motion:

That the Tri-Council direct staff to bring more information back on healthcare and recruitment to the next meeting.

As these Tri-Council meetings still require each individual Council to approve the Tri-Council motions, staff are bringing these motions forward for final discussion and approval at this evening's meeting.

Financial Implications:

At this point the financial impact of the Tri-Council website is unknown, but further information will be brought to the next Tri-Council meeting, scheduled for July 8, 2022, in the Township of Edwardsburgh Cardinal.

Environmental Implications:

None

Attachments:

None

Submitted by:

Lindsey Veltkamp,
Director of Administration/Clerk



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Information Purposes	X	July 18 '22
Policy / Action Req'd		
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 74-2022

July 18, 2022

From: Matthew Armstrong, Chief Administrative Officer & Treasure

RE: St. Lawrence Street south of King Street

Recommendation:

For information.

Background / Analysis:

At the Council meeting of June 20, 2022, Councillor McConnell provided a notice of motion to direct staff to develop and implement measures to reduce / eliminate the cars using private laneways at St. Lawrence and Water Street West to turnaround when visiting the beach area. This motion will be discussed under New Business; however, this report seeks to provide some ideas that could be used to alleviate parking and congestion issues on St. Lawrence Street south of King Street during the summer months.

Signage could be added on King Street facing both east and west to notify drivers that beach parking is on King Street, in the parking lot off Mary Street behind Walker House, and that there is no exit to St. Lawrence Street south of King Street. Unfortunately, many visitors believe that there is additional parking for the beach beyond what can be seen from King Street. This leads to vehicles being forced to turn around in private laneways once they realize that there is no additional parking and no exit.

Additional signage could be added just west of the pathway that leads into Centennial Park notifying that it is for local traffic only and there is no exit. The installation of a speed bump to dissuade vehicles from proceeding down the lane and into private laneways could also be installed. The speed bump would be removed for the winter months as to not interfere with snow clearing.

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Another suggestion put forward was to remove the concrete barrier at the base of St. Lawrence Street and add parking spaces. This could be explored as a 2023 Project for Council's contemplation, as there are several factors that need to be explored prior to moving forward with such a project. A high-level estimate of this option would be between \$35,000 and \$50,000.





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Financial Implications:

Adding signage on King Street and to St. Lawrence Street and the installation of a speedbump as outlined above, could be absorbed as part of the 2022 Operating Budget.

The removal of the concrete barrier and addition of parking spaces could not be absorbed as part of the 2022 Operating Budget.

Environmental Implications:

None

Attachments:

- None

Submitted by:

Matthew Armstrong,
 CAO/Treasurer



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Information Purposes		
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REPORT TO COUNCIL

Date: July 18, 2022 **Report No. 75-2022**

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

RE: Pedestrian Crossings Evaluation and Options

Recommendation:

That Council direct Staff to proceed with the following intersection recommendations:

1. To remove the excess signage and correct the pavement markings at Edward Street and Victor Street at an estimated cost of \$1,500.
2. To obtain a quote for the installation of a mid-block pedestrian signal at Edward Street and Irvine Street.
3. To remove the excess signage and correct the pavement markings at Edward Street and Park Street at an estimated cost of \$1,500.
4. To install directional signage and make the repair to the signal head at Edward Street and King Street at an estimated total of \$6,500.
5. To obtain a quote for the installation of a PXO Type B pedestrian crosswalk at King Street and Centre Street.
6. To obtain a quote for the installation of a PXO Type B pedestrian crosswalk at King Street and George Street.
7. To install signage, correct the pavement parking, extend the traffic arm, and replace the flashing lights with RRFBs at an estimated cost of \$15,500.

Background:

The Town of Prescott retained Parsons, a transportation and traffic engineering firm, to undertake a review of seven (7) pedestrian crossing intersections to perform a high-level site review and assessment. The memorandum from Parsons was provided to Council on June 6, and a presentation to Council was made on June 20.



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Sightline improvements at a few intersections for both vehicular and pedestrian movement were identified as an action that was highly recommended and was a low cost. On July 11, changes were made to the on-street parking spaces at the intersection of King Street and Centre Street.

The removal of parking spaces at the intersection of King Street and George Street will be completed by the end of July.

Analysis:

The following seven (7) major intersections were analyzed by Parsons:

1. Edward at Victor
2. Edward at Irvine
3. Edward at Park
4. Edward at King
5. King at Centre
6. King at George
7. King at St. Lawrence

Traffic Counts

Following the June 20, 2022, meeting of Council, and in consultation with Parsons to review the various intersections it was deemed necessary to conduct a traffic count at King and Centre, King and George, and Edward at Irvine to provide Council with recommendations on what the correct traffic and pedestrian treatment was most appropriate. Traffic counts for the three intersections mentioned above were conducted on June 27, 2022. The traffic count and analysis cost a total of \$3,200 and was essential in providing Council with the best possible recommendation.

The traffic study evaluates the 8-hour traffic pattern in the peak portion of the day. Once this was completed a further analysis was undertaken by Parsons using the Ontario Traffic Manuals to determine the safest pedestrian crossings style. The data was also used to determine if a full set of traffic lights or four-way stops would be appropriate.

Edward at Victor

The recommendations for the Edward at Victor intersection are intended to remove sign clutter, have the proper pavement markings, and enhance the accessibility. The fact that this is the highest-level pedestrian crossing using traffic signal lights, alerts drivers



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to stop when the light is red. The additional signage only serves to distract the driver from the light itself. The table below outlines the recommendations in greater detail.

Recommendation	Resource	2022	Future Year
Remove "No Passing Here to Crossing" Sign Remove pedestrian X signs Remove school crossing signs Remove flashing lights at Prescott Centre Drive	Internal	Minimal	
Remove 4 Pavement "X" stencils in both Directions Paint stop bars on northbound and southbound approaches spaced at least 15m from the signal heads, eliminate yellow centerline and white dashed lines to suit	Civil Contractor	\$1,500	
Install pushbuttons with audible and vibro-tactile indicators	Electrical Contractor		Yes
Install tactile plates in sidewalk	Civil Contractor		Yes
Replace west pole to within 1.5 m of curb line (to align with equipment lifecycle)	Civil Contractor		Yes
Total		\$1,500	

Edward at Irvine

As mentioned above, a traffic count was conducted at Edward and Irvine on June 27 to better understand the traffic on Edward Street as well as the pedestrian use of that intersection.

The 8-hour traffic count for 2-way traffic was 7,400 vehicles. There were 9 cyclists and 124 pedestrian crossings recorded. The cycling activity was observed on both Irvine and Edward Street. The east leg of the intersection (sidewalk on Edward) had 76 pedestrians. 27 crossings were made by pedestrians in the south leg (in the crosswalk). 17 crossings were made by pedestrians in the west leg (crossing Irvine), and 4 pedestrians used the north leg (not in a marked crosswalk). The pedestrian usage was balanced throughout the traffic count period.

Based on the above information Parsons concluded the following:

“For Edward Street/Irvine Street, based on two-way 8-hr volumes of 7,400 vehicles, posted speed of 40 km/hr (per the adjacent school zone) and 4 travel lanes to cross on



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the major road, a mid-block pedestrian signal is considered the preferred pedestrian crossing treatment. While a Type "A" cross-over could meet the needs of the crossing, any amount of growth in traffic or variability in daily travel could result in traffic volumes that are exceed a typical PXO threshold of more than 7,500 vehicles in the 8-hour period.

Should the Edward/Irvine intersection warrant a pedestrian crossing based on existing or future pedestrian desire lines, the preferred treatment is a mid-block pedestrian signal."

It is recommended that Council direct Staff to obtain a quote to install a mid-block pedestrian signal at Edward and Irvine.

Edward at Park

Similar to the Edward at Victor intersection, Edward at Park recommendations are intended to remove sign clutter, have the proper pavement markings, and enhance the accessibility. The fact that this is the highest-level pedestrian crossing using traffic signal lights alerts drivers to stop when the light is red. The additional signage only serves to distract the driver from the light itself. The table below outlines the recommendations in greater detail.

Recommendation	Resource	2022	Future Year
Remove "No Passing Here to Crossing" Sign	Internal	Minimal	
Remove 4 Pavement "X" stencils in both Directions			
Paint stop bar on northbound approach spaced at least 15m from the signal heads, eliminate yellow centerline and white dashed lines to suit	Civil Contractor	\$1,500	
Install pushbuttons with audible and vibro-tactile indicators	Electrical Contractor		Yes
Install tactile plates in sidewalk	Civil Contractor		Yes
Replace poles to within 1.5 m of curb line (to align with equipment lifecycle)	Civil Contactor		Yes
Total		\$1,500	



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Edward at King

The intersection setup of Edward at King Street needs a complete evaluation of how the intersection should be designed to meet MTO guidelines. It is recommended that this evaluation be added to the potential projects for 2023 for Council’s consideration.

The following actions should be undertaken in at this time.

Recommendation	Resource	2022	Future Year
Add lane designation signs for eastbound approach replacing misplaced "through traffic keep right"	Internal & Electrical	\$500	
Repair/Replace the damaged westbound secondary signal head	Electrical Contractor	\$6,000	
Intersection Redesign Study	Transportation Consultant		Yes
Total		\$6,500	

King at Centre

As noted above a traffic count was conducted for King and Centre Street on June 27.

The 8-hour traffic count for 2-way traffic was 3,600 vehicles. There were 34 cyclists and 453 pedestrian crossings recorded. The majority of the cycling activity was on King Street travelling east and west. 119 pedestrians crossing King Street used the signalized east leg, while 32 pedestrians crossed using the un-signalized west leg.

Based on the above information Parsons concluded the following in terms of what the correct treatment should be for pedestrians crossing at King and Centre.

“Type “B” crossover is appropriate for King Street/Centre Street based on two-way 8-hr volumes of 3,600 vehicles, posted speed of 40 km/hr, assume 3 travel lanes due to presence of parking.”

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Figure 1: PXO Type B Pedestrian Crossing in Perth Ontario



Parsons was also asked to evaluate the intersection to determine if a four-way stop would be an appropriate treatment. Parsons provided the following:

Ontario Traffic Manual (OTM) Book 5: Regulatory Signs provides a series of warrant checks for all-way STOP controlled (AWSC) intersections. AWSC are typically considered for intersections with two relatively equal approach roadways that have similar traffic volume demand and characteristics. They can also be considered in locations where sight lines from the minor leg are limited and where a traffic signal is not warranted. However, they are inappropriate for higher speed roadways, on truck or bus routes and as a primary control for pedestrians.

An AWSC intersection could be appropriate along King Street.

The following warrants for major roads consider:

- 1. Total vehicle volume on all intersection approaches exceeds 500 vehicles/hour for each of the eight hours;*
- 2. Combined vehicle and pedestrian vehicle on the minor street exceeds 200 units per hour for the same eight hours; and*
- 3. Volume split does not exceed 70/30 in favour of the major street, including pedestrians.*



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In review of the two King Street intersections:

- Neither intersection meets the volume warrants of Justification 1 on all approaches;
- Neither meets the warrants of Justification 2 on the minor leg; and
- The major/minor split ranges from 84/16 to 94/6.

Therefore, in the absence of the need to provide for improved sight lines, all-way STOP controlled intersections are not suitable for King Street. They would likely cause undue delays for main street traffic which could cause an increase in traffic and pedestrian safety concerns.”

Parsons conducted an analysis to determine if a full set of traffic lights was warranted at King and Centre and concluded the following:

“King Street/Centre Street does not warrant a signal for either pedestrians or vehicles. In terms of vehicle traffic, a signal is only 70% warranted.”

Given the conclusions outlined in the Parsons report the following table provides options for consideration.

Recommendation	Resource	2022	Future Year
Remove Parking Spaces to improve sightlines – Completed	Internal	-	
Traffic Study - Completed	Traffic Consultant	1,000	
Installation of PXO B crosswalk replacing what is currently there	Electrical Contractor	20,000-30,000	
Revised Pavement markings	Civil Contractor	1,500	
Install pushbuttons with audible and vibro-tactile indicators	Electrical Contractor		Yes
Install tactile plates in sidewalk	Civil Contractor		Yes
Total		\$22,500 - \$32,500	

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King at George

As noted above a traffic count was conducted for King and George Street on June 27.

The 8-hour traffic count for 2-way traffic was 3,100 vehicles. There were 26 cyclists and 380 pedestrian crossings recorded. The majority of the cycling activity was on King Street travelling east and west. 86 pedestrians crossing King Street used the signalized west leg while 32 crossed using the un-signalized east leg.

Based on the above information Parsons concluded the following in terms of what the correct treatment should be for pedestrians crossing at King and George.

“A Type “B” crossover is appropriate for King Street/George Street based on two-way 8-hr volumes of 3,100 vehicles, posted speed of 40 km/hr, assume 3 travel lanes due to presence of parking.”

Figure 1: PXO Type B Pedestrian Crossing in Perth Ontario



Parsons was also asked to evaluate the intersection to determine if a four-way stop would be an appropriate treatment. Parsons provided the following:

Ontario Traffic Manual (OTM) Book 5: Regulatory Signs provides a series of warrant checks for all-way STOP controlled (AWSC) intersections. AWSC are typically considered for intersections with two relatively equal approach roadways that have similar traffic volume demand and characteristics. They can also be considered in



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locations where sight lines from the minor leg are limited and where a traffic signal is not warranted. However, they are inappropriate for higher speed roadways, on truck or bus routes and as a primary control for pedestrians.

An AWSC intersection could be appropriate along King Street.

The following warrants for major roads consider:

1. Total vehicle volume on all intersection approaches exceeds 500 vehicles/hour for each of the eight hours;
2. Combined vehicle and pedestrian vehicle on the minor street exceeds 200 units per hour for the same eight hours; and
3. Volume split does not exceed 70/30 in favour of the major street, including pedestrians.

In review of the two King Street intersections:

- Neither intersection meets the volume warrants of Justification 1 on all approaches;
- Neither meets the warrants of Justification 2 on the minor leg; and
- The major/minor split ranges from 84/16 to 94/6.

Therefore, in the absence of the need to provide for improved sight lines, all-way STOP controlled intersections are not suitable for King Street. They would likely cause undue delays for main street traffic which could cause an increase in traffic and pedestrian safety concerns.”

Parsons also conducted an analysis to determine if a full set of traffic lights was warranted at King and George and concluded the following.

King Street/George Street does not warrant a signal for either pedestrians or vehicles, A signal is 61% warranted based on vehicle traffic.

Given the conclusions outlined in the Parsons report the following table provides options for consideration.

Recommendation	Resource	2022	Future Year
Remove Parking Spaces to improve sightlines –	Internal	-	



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To be completed by end of July			
Traffic Study – Completed	Traffic Consultant	1,000	
Installation of PXO B crosswalk replacing what is currently there	Electrical Contractor	20,000-30,000	
Revised Pavement markings	Civil Contractor	1,500	
Install pushbuttons with audible and vibro-tactile indicators	Electrical Contractor		Yes
Install tactile plates in sidewalk	Civil Contractor		Yes
Total		\$22,500 - \$32,500	

King at St. Lawrence Street

The recommendations for the Crosswalk at King and St. Lawrence are based on improving the setup that is already there by changing signage, correcting the pavement markings, and changing the lights to rapid strobe lights.

Recommendation	Resource	2022	Future Year
Add missing Wc-27R PXO warning signs and missing no passing signs Add “no stopping” zone and parking prohibition as recommended by OTM Book 15 Add “Cross other side” signs to west leg	Internal	\$1,500	
Obliterate painted Stop Bars Paint ladder markings for the crosswalk (including on the pavers)	Civil Contractor	\$1,500	
Replace flashing lights with proper RRFBS	Electrical Contractor	\$10,000	
Extend arm for overhead sign above westbound approach	Electrical Contractor	\$2,500	
Install pushbuttons with audible and vibro-tactile indicators	Electrical Contractor		Yes
Install tactile plates in sidewalk	Civil Contractor		Yes
Total		\$15,500	



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Alternatives

Council could decide to modify the recommendations outlined in this report.

Financial Implications:

The estimated cost to address the crosswalks at Edward and Victor, Edward at Park, Edward at King, and King at St. Lawrence Street is \$25,000. This amount can be supported by the fiscal policy reserve.

Obtaining additional quotes are required based on the recommendations made by Parsons following the traffic counts and applying the guidelines outlined in the Ontario Traffic Manual for Edward at Irvine, King at Centre, and King at George.

Environmental Implications:

None

Attachments:

- Intersection Review Program - Warrant Assessment Parsons – Dated July 11, 2022

Submitted by:

 Nathan Richard,
 Director of Operations

Submitted by:

 Matthew Armstrong,
 Chief Administrative Officer & Treasurer

Technical Memorandum

To: Matthew Armstrong CPA, CGA. Nathan Richard
Copy: Chris Redden, P.Eng
From: Jake Berube P.Eng.

Date: 11 July 2022
Project: 478203-01000

Re: Town of Prescott
Intersection Review Program – Warrant Assessment

1.0 Introduction

Parsons has been retained to expand on the previous report titled *Intersection Review Program* (May 2022) to further evaluate three intersections based on updated traffic count information. The previous report developed a variety of low, medium and high cost solutions for several intersections within the Town of Prescott, which included conducting updated traffic counts to inform required intersection control. The previous report should be referenced in conjunction with this memo.

The purpose of this memo and analysis is to justify infrastructure investments based on updated traffic count information at three study area intersections:

- King Street / Centre Street which is most consistent with an intersection pedestrian signal (IPS).
- King Street / George Street which is also similar to an intersection pedestrian signal (IPS).
- Edward Street N & Irvine Street which currently is most consistent with a Type “B” pedestrian crossover (PXO).

A traffic count was undertaken on Monday, June 27th 2022 at each of the above locations which captured school traffic along Edward Street and the surrounding area. The count was undertaken over an 8-hour period so the following warrants could be reviewed:

- Warrants for complete traffic signal installation, based on Ontario Traffic Manual (OTM) Book 12: Traffic Signals (March 2012);
- Pedestrian crossover warrants and type requirements, based on OTM Book 15: Pedestrian Crossing Treatments (June 2016); and
- All-Way STOP-control warrants based on OTM Book 5: Regulatory Signs (March 2000).

In this way, the preferred intersection configuration for the three study area intersections can be identified based on update traffic count information. This will result in data-driven decision making regarding upcoming infrastructure renewal and investments for the Town of Prescott.

2.0 Traffic Count Information

Table 1 summarizes the June 27th, 2022 traffic count turning information for each of the three study area intersections by peak hour traffic volumes. Appendix ‘A’ provides the traffic count sheets which provide passenger vehicle, heavy vehicle, pedestrian and cyclist information. The following 8-hr vehicle count totals are used to determine pedestrian crossover treatment requirements:

- King Street/Centre Street: 3,600 two-way vehicles/8-hr.
- King Street/George Street: 3,100 two-way vehicles/8-hr.
- Edward Street/Irvine Street: 7,400 two-way vehicles/8-hr.

In regards to pedestrian and cyclist activity at the King Street and Centre Street intersection:

- During the 8-hr count, 34 cyclists and 453 pedestrian crossings were recorded.
- The majority of cyclists were travelling east-west on King Street;
- In terms of north-south pedestrian crossings, 119 crossings occurred on the signalized east leg while 32 crossings occurred on the unsignalized west leg.
- Pedestrian activity was highest during the mid-day period.

In regards to pedestrian and cyclist activity at the King Street and George Street intersection:

- During the 8-hr count, 26 cyclists and 380 pedestrian crossings were recorded.
- Again, the majority of cyclists were travelling east-west on King Street;
- In terms of north-south pedestrian crossings, 86 crossings occurred on the signalized west leg while 32 crossings occurred on the unsignalized west leg.
- Again, Pedestrian activity was highest during the mid-day period.

In regards to pedestrian and cyclist activity at the Edward Street and Irvine Street intersection:

- During the 8-hr count, 9 cyclists and 124 pedestrian crossings were recorded.
- Cycling activity was observed on both Irvine Street and Edward Street;
- The east leg of the intersection had 76 pedestrian crossings, followed by 27 crossings of the south leg, 17 crossings of the west leg and 4 crossings of the north leg.
- Pedestrian activity was approximately well balanced in the morning, mid-day and afternoon peak hours.

Table 1: Summary of 8-hr Traffic Count, June 27, 2022

KING STREET WEST & CENTRE STREET												
DIRECTION / MOVEMENT	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
	LT	ST	RT	LT	ST	RT	LT	ST	RT	LT	ST	RT
AM Peak: 0900-1000	9	148	9	31	148	25	1	7	35	13	2	12
Mid-Day Peak: 1230-1330	17	204	11	46	226	31	12	5	39	13	5	17
PM Peak: 1515-1615	25	242	13	52	212	39	6	8	42	14	4	23
KING STREET WEST & GEORGE STREET												
DIRECTION / MOVEMENT	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
	LT	ST	RT	LT	ST	RT	LT	ST	RT	LT	ST	RT
AM Peak: 0900-1000	3	142	13	9	134	17	14	4	11	8	1	10
Mid-Day Peak: 1130-1230	8	199	15	27	200	23	22	7	22	15	5	21
PM Peak: 1530-1630	5	237	10	29	201	22	15	6	16	10	6	15
EDWARD STREET NORTH & IRVINE STREET												
DIRECTION / MOVEMENT	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
	LT	ST	RT	LT	ST	RT	LT	ST	RT	LT	ST	RT
AM Peak: 0900-1000	37	0	23	2	0	3	16	401	1	0	395	30
Mid-Day Peak: 1200-1300	42	2	37	3	0	15	30	463	7	11	462	37
PM Peak: 1545-1645	42	1	26	3	0	17	20	573	10	15	510	20

3.0 Traffic Signal Warrants

The Ontario Traffic Manual (OTM) Book 12: Traffic Signals provides a series of justifications which can indicate the need for traffic signal installation to control roadway intersection movements. The justifications are based on 8-hour traffic volume counts during the morning, mid-day and afternoon periods. Typically traffic signals are warranted based on the amount of traffic entering the main street, the amount of traffic crossing the main street, and/or the amount of delay experienced by side street traffic. Traffic signals can be justified for pedestrians in the case where the warrants are achieved for pedestrians (Justification 6) and nearly met for vehicles (80% for justifications 1, 2 or 3). These warrants are not appropriate for determining the need for pedestrian crossovers, which are reviewed in the following section.

Appendix 'B' provides the warrant analysis outputs per OTM Book 12. In summary:

- King Street/Centre Street does not warrant a signal for either pedestrians or vehicles. In terms of vehicle traffic, a signal is only 70% warranted.
- King Street/George Street does not warrant a signal for either pedestrians or vehicles, A signal is 61% warranted based on vehicle traffic.
- Edward Street/Irvine Street nearly warrants a signal based on vehicle traffic. The count reported 97% compliance for the main street traffic, but only 40% compliance for side street traffic. To warrant a traffic signal an increase in the minor leg movements would be required.

Therefore, none of the three intersections analyzed warrant traffic signal control based on the June 27th, 2022 traffic count. However, monitoring of the Edward/Irvine intersection is recommended should development occur in the industrial park to the west or re-development of lots to the east. In this case, the minor movements may result in a traffic signal being warranted.

4.0 Pedestrian Crossover Treatments

4.1 Pedestrian Treatment Warrants

Ontario Traffic Manual Book 15: Pedestrian Crossing Treatments was reviewed for pedestrian crossing treatments. Note, there are two types of treatments used within Ontario:

- A traffic signal warranted based on OTM Book 12, which can include an Intersection Pedestrian Signal (IPS) or Mid-block Pedestrian Signal (MPS). These treatments are typically implemented at high volume, high speed roadways.
- A PXO based on a flow chart warrant in Book 15.

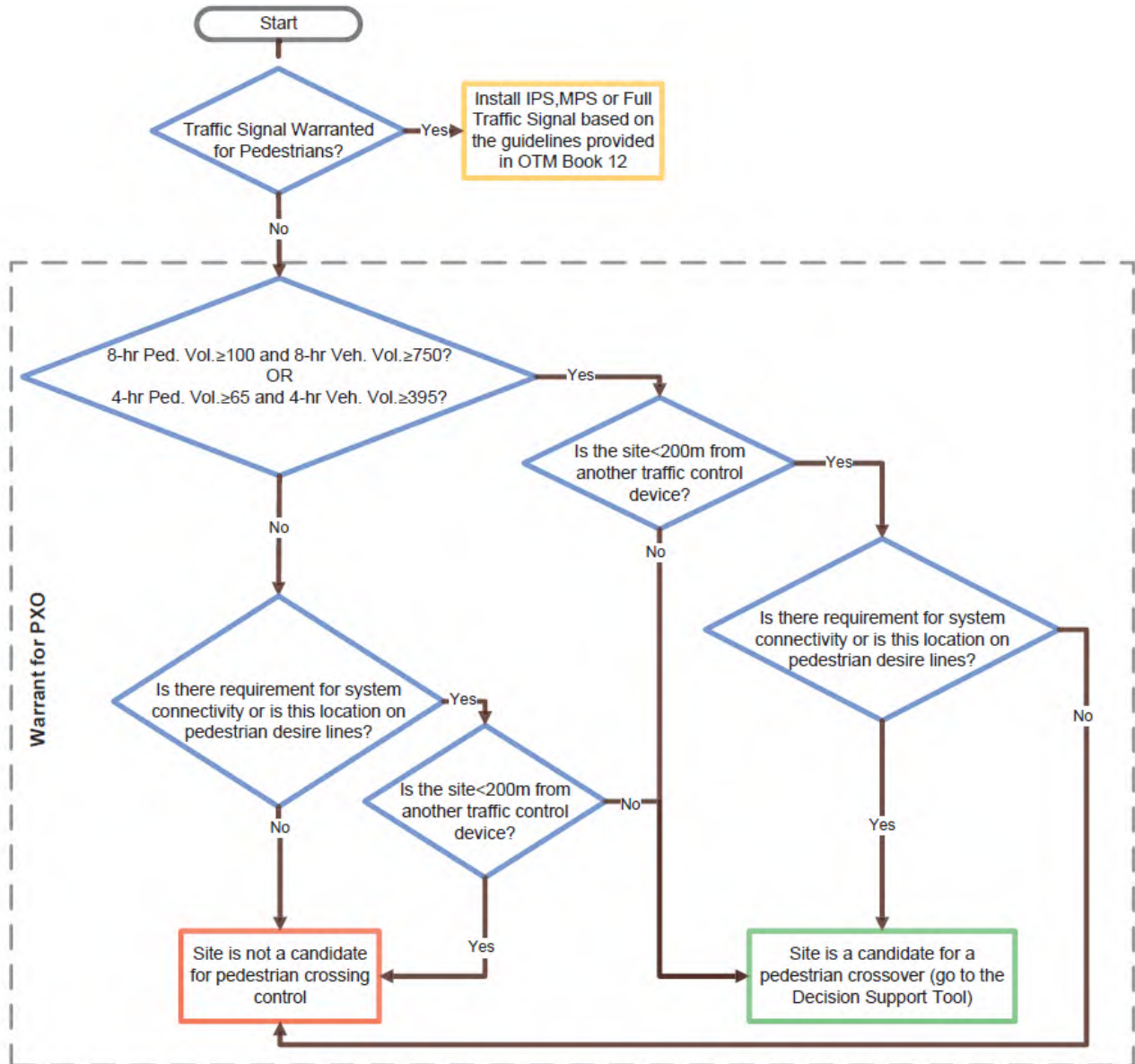
Figure 1 depicts the decision support tool from OTM Book 12 used to identify the need for a PXO at a given location. Based on the previous analysis, a pedestrian traffic signal is not warranted at any of the three study area intersections.

Therefore, traffic volumes and pedestrians crossing the main street movements are reviewed as inputs to the flow chart, indicating:

- For King Street/Centre Street, both 8-hr vehicle and pedestrian volumes exceed the warrants. The site is more than 200m from another traffic control device. It is also on a pedestrian desire line. Therefore, this site is a candidate for a PXO.
- For King Street/George Street, both 8-hr vehicle and pedestrian volumes exceed the warrants. The site is more than 200m from another traffic control device. It is also on a pedestrian desire line. Therefore, this site is a candidate for a PXO.
- For Edward Street/Irvine Street, pedestrian volumes do not meet the warrants as only 31 pedestrians crossed during the 8-hour period. Therefore, a PXO would only be considered if there is a requirement from a system connectivity context or on a pedestrian desire line.

Pedestrian network connectivity is important for connecting sidewalks, trails, transit networks, neighborhoods and downtown cores. It can also be important in the vicinity of school areas to connect to adjacent neighborhoods where appropriate. The Edward/Irvine intersection is situated adjacent to an industrial area to the west and light commercial uses to the east. Given the adjacent pedestrian crossing opportunity at the Edward/Victor intersection to the north, there appears little need for additional pedestrian connectivity. Therefore, the need for a pedestrian crossing treatment at this location should be reviewed based on the desire to provide improved east-west crossing opportunities for surrounding businesses and the existing needs of the nearby school attendees.

Figure 1: Decision Support Tool, OTM Book 12, Preliminary Assessment



Source: OTM Book 12, Figure 2, Decision Support Tool - Preliminary Assessment

4.2 PXO Treatment Selection

OTM Book 12 provides a ‘Pedestrian Crossover Selection Matrix’ (Table 7) which considers two-way vehicular volume, posted speed, and number of travel lanes to determine the appropriate PXO treatment. As vehicle volumes, speeds and the number of lanes increase, so do the requirements for the crossover.

- A Type “B” crossover is appropriate for King Street/Centre Street based on two-way 8-hr volumes of 3,600 vehicles, posted speed of 40 km/hr, assume 3 travel lanes due to presence of parking.
- A Type “B” crossover is appropriate for King Street/George Street based on two-way 8-hr volumes of 3,100 vehicles, posted speed of 40 km/hr, assume 3 travel lanes due to presence of parking.
- For Edward Street/Irvine Street, based on two-way 8-hr volumes of 7,400 vehicles, posted speed of 40 km/hr (per the adjacent school zone) and 4 travel lanes to cross on the major road, a mid-block pedestrian signal is considered the preferred pedestrian crossing treatment. While a Type “A” cross-over could meet the needs of the crossing, any amount of growth in traffic or variability in daily travel could result in traffic volumes that are exceed a typical PXO threshold of more than 7,500 vehicles in the 8-hour period.

Should the Edward/Irvine intersection warrant a pedestrian crossing based on existing or future pedestrian desire lines, the preferred treatment is a mid-block pedestrian signal.

5.0 All-Way STOP Warrants

Ontario Traffic Manual (OTM) Book 5: Regulatory Signs provides a series of warrant checks for all-way STOP controlled (AWSC) intersections. AWSC are typically considered for intersections with two relatively equal approach roadways that have similar traffic volume demand and characteristics. They can also be considered in locations where sight lines from the minor leg are limited and where a traffic signal is not warranted. However, they are inappropriate for higher speed roadways, on truck or bus routes and as a primary control for pedestrians.

An AWSC intersection could be appropriate along King Street.

The following warrants for major roads consider:

1. Total vehicle volume on all intersection approaches exceeds 500 vehicles/hour for each of the eight hours;
2. Combined vehicle and pedestrian vehicle on the minor street exceeds 200 units per hour for the same eight hours; and
3. Volume split does not exceed 70/30 in favour of the major street, including pedestrians.

In review of the two King Street intersections:

- Neither intersection meets the volume warrants of Justification 1 on all approaches;
- Neither meets the warrants of Justification 2 on the minor leg; and
- The major/minor split ranges from 84/16 to 94/6.

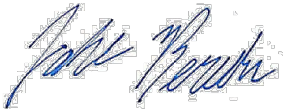
Therefore, in the absence of the need to provide for improved sight lines, all-way STOP controlled intersections are not suitable for King Street. They would likely cause undue delays for main street traffic which could cause an increase in traffic and pedestrian safety concerns.

6.0 Conclusions

Based on the foregoing, the following conclusions are offered:

- Traffic signal control is not warranted at any of the three reviewed intersections.
- The Edward/Irvine intersection should be monitored for traffic signal control if significant development occurs west of the intersection which would increase the turning movement demands from the minor leg.
- PXO Type B crossings are warranted at King/Centre and King/George based on two-way volumes along King Street, the posted speed limit and the distance required for pedestrians to cross. However, as these intersections are currently configured similar to intersection pedestrian signals, they may remain as such until changes are required.
- A pedestrian crossing treatment is not considered warrant at the Edward/Irvine intersection as it does not provide significant east-west pedestrian linkage within the overall transportation network. Should a pedestrian treatment be provided, a mid-block pedestrian signal is considered warranted.
- All-way STOP-controlled intersections are not warranted based on the existing volumes along King Street.

Sincerely,



Jake Berube, P.Eng.
Project Engineer

Reviewed by:



Chris Redden, P.Eng.
Lead Engineer and Project Manager

Appendix A

Traffic Data



Turning Movement Count

Summary Report Including Peak Hours, AADT and Expansion Factors

All Vehicles Except Bicycles



Edward Street North & Irvine Street Prescott, ON

Survey Date: Monday, June 27, 2022 **Start Time:** 0700 **AADT Factor:** 0.9
Weather AM: Mostly Cloudy 20° C **Survey Duration:** 8 Hrs. **Survey Hours:** 0700-1000, 1130-1330 & 1500-1800
Weather PM: Mostly Cloudy 20° C **Surveyor(s):** J. Mousseau

Time Period	Irvine St. Eastbound					The Beer Store (S) Westbound					Edward St. (N) Northbound					Edward St. (N) Southbound					Street Total	Grand Total	
	LT	ST	RT	UT	E/B Tot	LT	ST	RT	UT	W/B Tot	LT	ST	RT	UT	N/B Tot	LT	ST	RT	UT	S/B Tot			
0700-0800	9	0	17	0	26	4	0	1	0	5	31	17	337	4	0	358	0	349	32	0	381	739	770
0800-0900	24	0	22	0	46	1	0	2	0	3	49	20	322	0	0	342	1	413	23	0	437	779	828
0900-1000	37	0	23	0	60	2	0	3	0	5	65	16	401	1	0	418	0	395	30	0	425	843	908
1130-1230	38	0	39	0	77	2	0	12	0	14	91	35	449	6	0	490	8	445	36	0	489	979	1070
1230-1330	43	2	33	0	78	3	0	14	0	17	95	17	406	7	0	430	16	422	29	0	467	897	992
1500-1600	32	1	30	0	63	1	0	13	0	14	77	25	482	11	0	518	7	476	37	0	520	1038	1115
1600-1700	39	1	25	0	65	5	0	15	0	20	85	21	539	8	0	568	14	490	19	0	523	1091	1176
1700-1800	27	0	21	0	48	2	0	4	0	6	54	19	491	7	0	517	13	394	16	0	423	940	994
Totals	249	4	210	0	463	20	0	64	0	84	547	170	3427	44	0	3641	59	3384	222	0	3665	7306	7853

Equivalent 12 & 24-hour Vehicle Volumes Including the Annual Average Daily Traffic (AADT) Factor
Applicable to the Day and Month of the Turning Movement Count

Expansion factors are applied exclusively to standard weekday 8-hour turning movement counts conducted during the hours of 0700h - 1000h, 1130h - 1330h and 1500h - 1800h

Equivalent 12-hour vehicle volumes. These volumes are calculated by multiplying the 8-hour totals by the 8 → 12 expansion factor of 1.39

Equ. 12 Hr	346	6	292	0	644	28	0	89	0	117	760	236	4764	61	0	5061	82	4704	309	0	5094	10155	10916
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Average daily 12-hour vehicle volumes. These volumes are calculated by multiplying the equivalent 12-hour totals by the AADT factor of: 0.9

AADT 12-hr	311	5	263	0	579	25	0	80	0	105	684	213	4287	55	0	4555	74	4233	278	0	4585	9140	9824
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24-Hour AADT. These volumes are calculated by multiplying the average daily 12-hour vehicle volumes by the 12 → 24 expansion factor of 1.31

AADT 24 Hr	408	7	344	0	759	33	0	105	0	138	896	279	5616	72	0	5967	97	5546	364	0	6006	11973	12870
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AADT and expansion factors provided by the City of Ottawa

AM Peak Hour Factor → 0.90											Highest Hourly Vehicle Volume Between 0700h & 1000h												
AM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
0900-1000	37	0	23	0	60	2	0	3	0	5	65	16	401	1	0	418	0	395	30	0	425	843	908
OFF Peak Hour Factor → 0.90											Highest Hourly Vehicle Volume Between 1130h & 1330h												
OFF Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
1200-1300	42	2	37	0	81	3	0	15	0	18	99	30	463	7	0	500	11	462	37	0	510	1010	1109
PM Peak Hour Factor → 0.92											Highest Hourly Vehicle Volume Between 1500h & 1800h												
PM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
1545-1645	42	1	26	0	69	3	0	17	0	20	89	20	573	10	0	603	15	510	20	0	545	1148	1237

Comments:

School buses comprise 11.16% of the heavy vehicle traffic. The south side pedestrian crossing is a Pedestrian Crossover (PXO). The westbound approach consists of the south access to The Beer Store.

Notes:

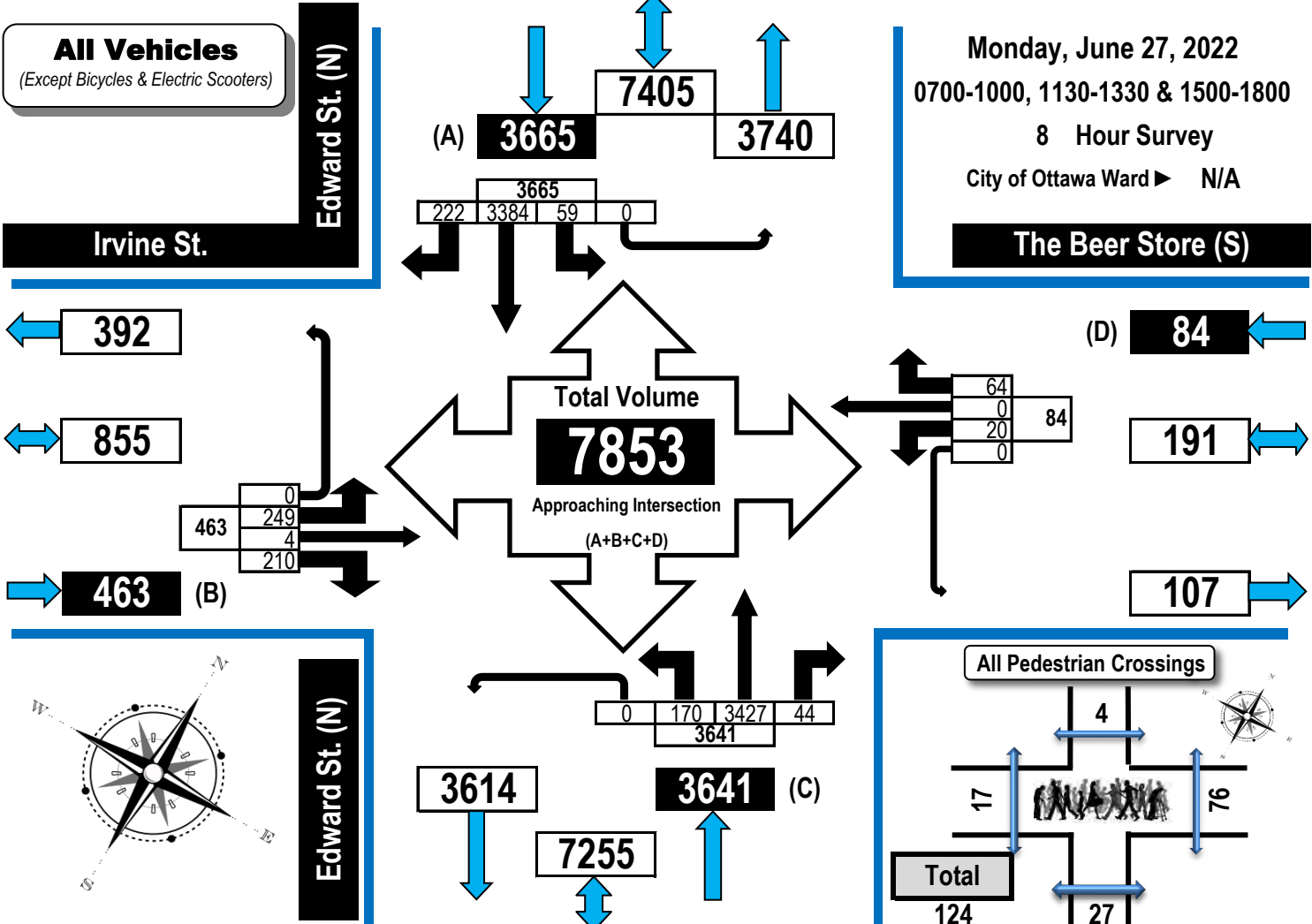
1. Includes all vehicle types except bicycles, electric bicycles, and electric scooters.
2. When expansion and AADT factors are applied, the results will differ slightly due to rounding.

Turning Movement Count Summary, AM and PM Peak Hour Flow Diagrams

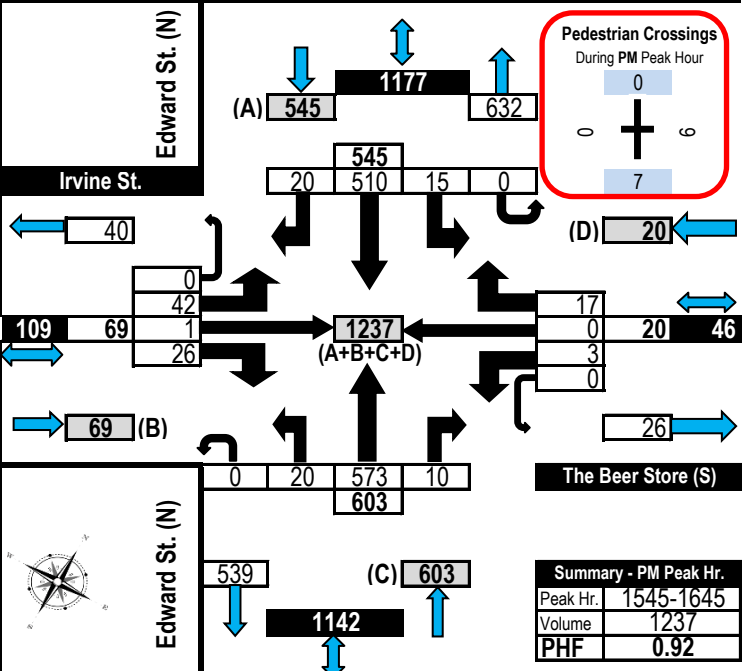
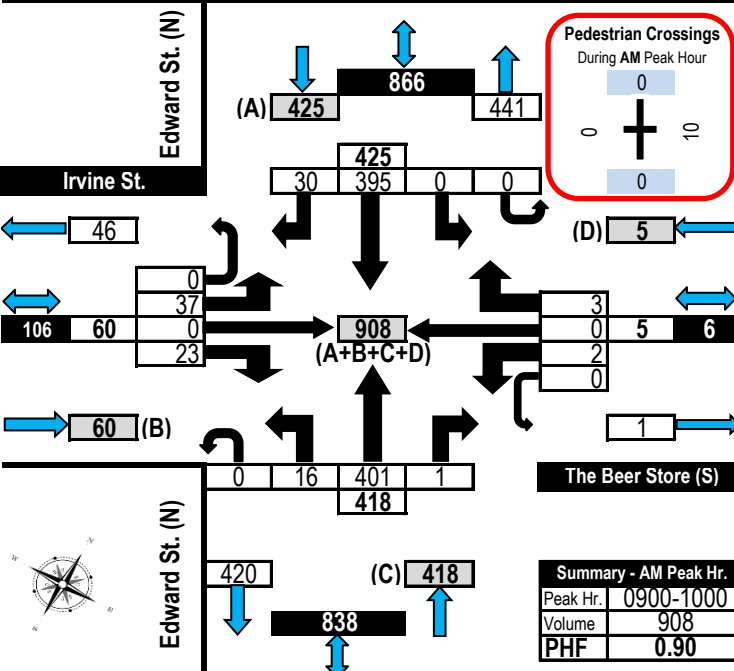
All Vehicles Except Bicycles



Edward Street North & Irvine Street Prescott, ON



AM Peak Hour Flow Diagram | PM Peak Hour Flow Diagram



Turning Movement Count

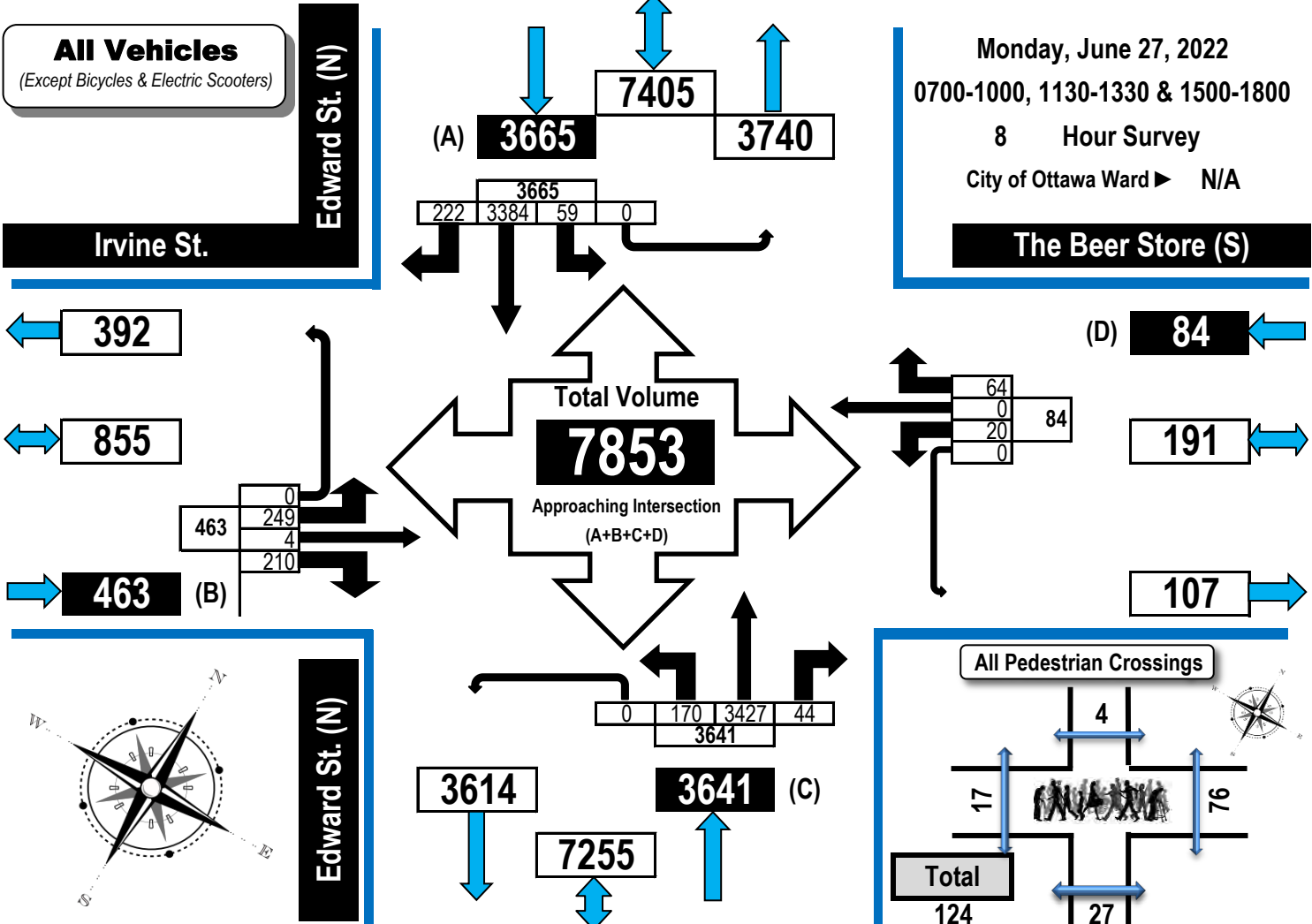
Summary, OFF and EVENING Peak Hour

Flow Diagrams

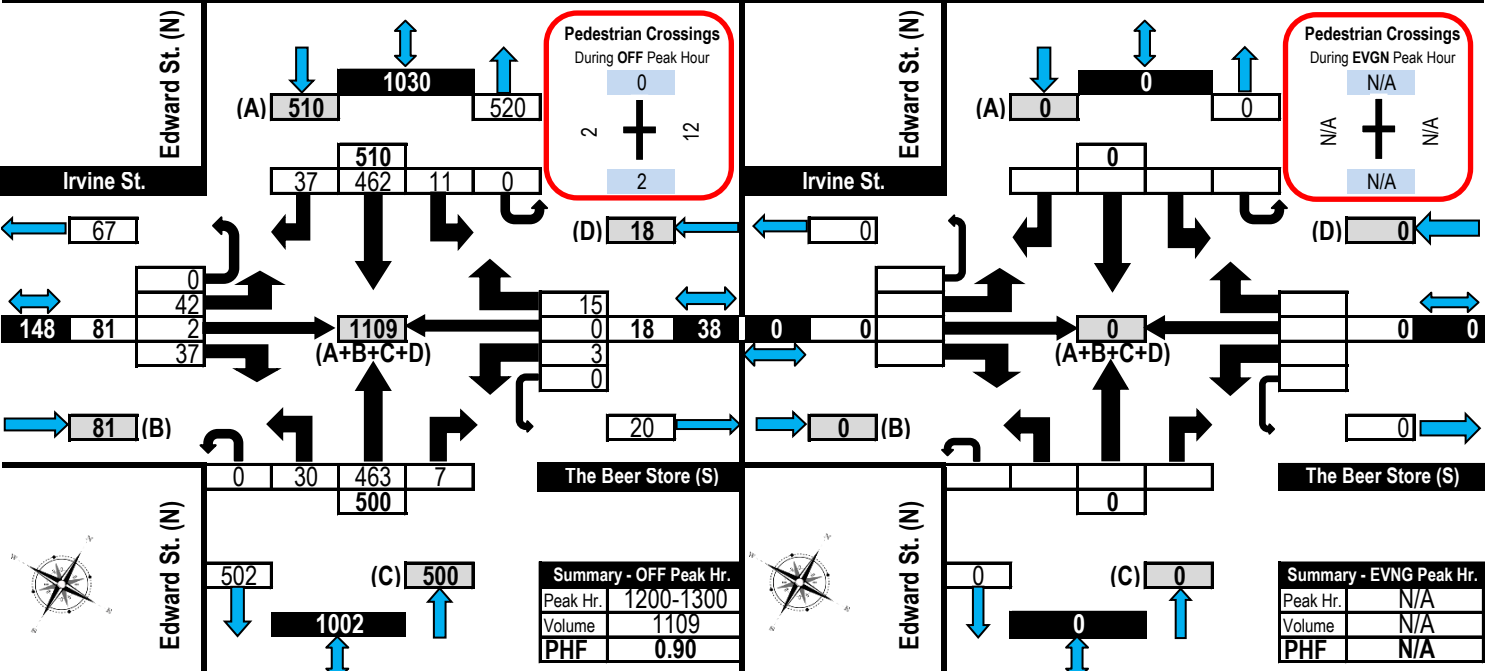
All Vehicles Except Bicycles



Edward Street North & Irvine Street Prescott, ON



Off Peak Hour Flow Diagram Evening Peak Hour Flow Diagram





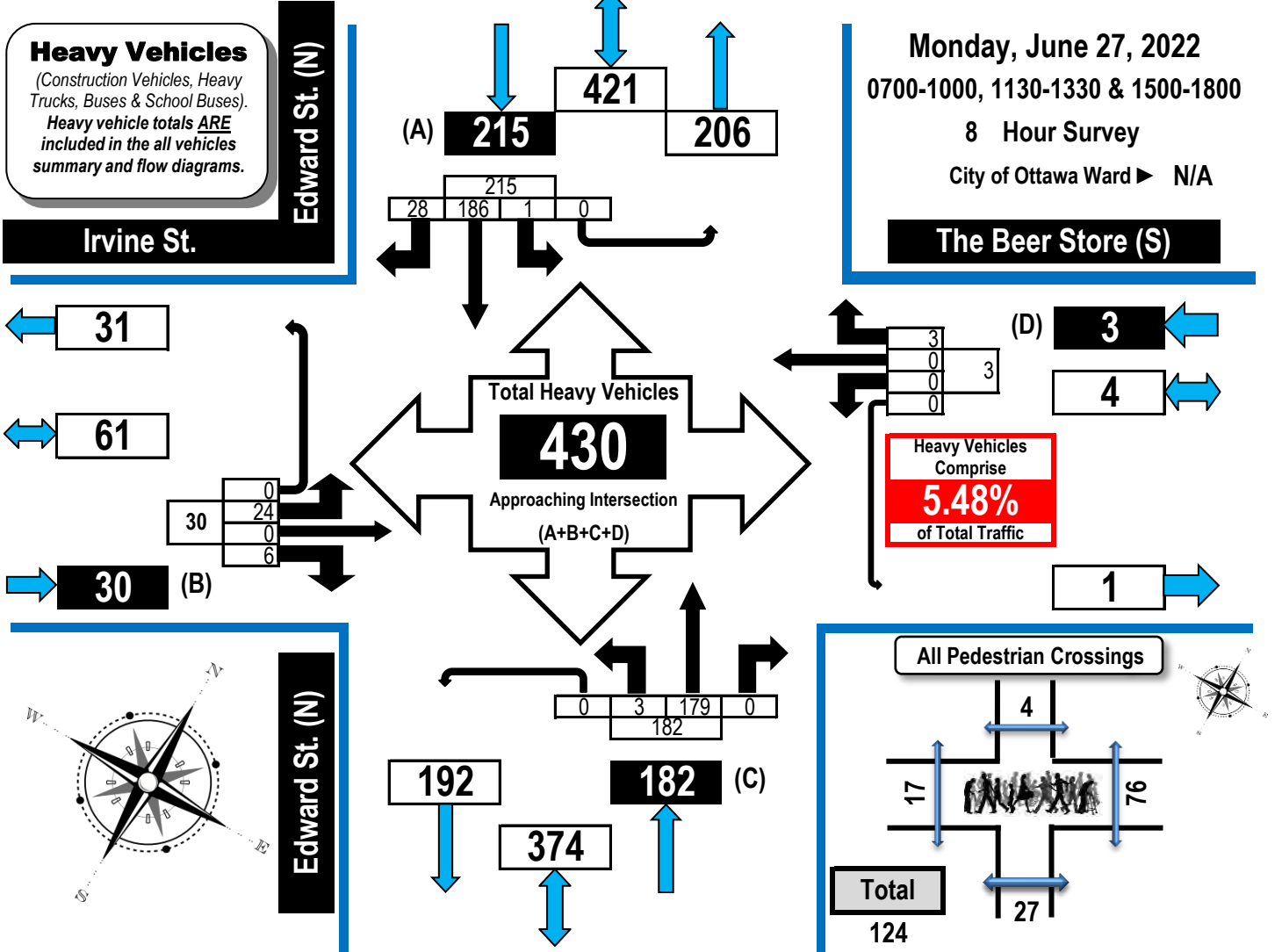
Turning Movement Count

Heavy Vehicle Summary (FHWA Class 4-13)

Flow Diagram



Edward Street North & Irvine Street Prescott, ON



Irvine St.	The Beer Store (S)	Edward St. (N)	Edward St. (N)
Eastbound	Westbound	Northbound	Southbound

Time Period	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot	GR Tot
0700-0800	4	0	1	0	5	0	0	0	0	0	1	21	0	0	22	0	19	7	0	26	53
0800-0900	2	0	0	0	2	0	0	1	0	1	0	17	0	0	17	0	22	1	0	23	43
0900-1000	3	0	0	0	3	0	0	1	0	1	0	31	0	0	31	0	34	5	0	39	74
1130-1230	5	0	1	0	6	0	0	1	0	1	1	22	0	0	23	1	20	3	0	24	54
1230-1330	4	0	1	0	5	0	0	0	0	0	0	26	0	0	26	0	34	2	0	36	67
1500-1600	5	0	1	0	6	0	0	0	0	0	1	27	0	0	28	0	26	5	0	31	65
1600-1700	1	0	0	0	1	0	0	0	0	0	0	23	0	0	23	0	16	2	0	18	42
1700-1800	0	0	2	0	2	0	0	0	0	0	0	12	0	0	12	0	15	3	0	18	32
Totals	24	0	6	0	30	0	0	3	0	3	3	179	0	0	182	1	186	28	0	215	430

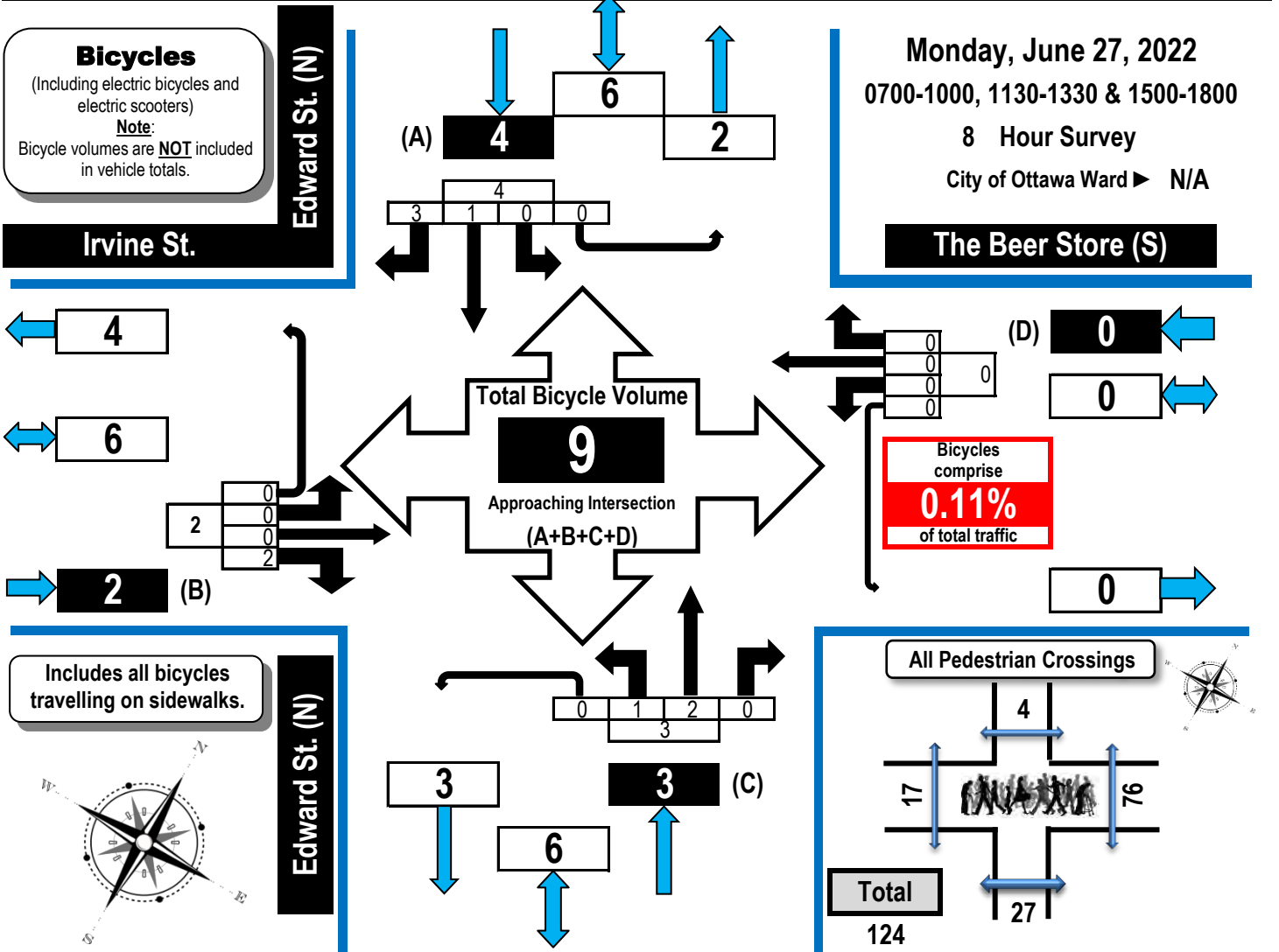
Comments:

School buses comprise 11.16% of the heavy vehicle traffic. The south side pedestrian crossing is a Pedestrian Crossover (PXO). The westbound approach consists of the south access to The Beer Store.

Turning Movement Count Bicycle Summary Flow Diagram



Edward Street North & Irvine Street Prescott, ON



Time Period	Irvine St. Eastbound					The Beer Store (S) Westbound					Edward St. (N) Northbound					Edward St. (N) Southbound					GR Tot	
	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot		
0700-0800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0800-0900	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0900-1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1
1130-1230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1230-1330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1500-1600	0	0	2	0	2	0	0	0	0	0	1	2	0	0	3	0	0	3	0	3	3	8
1600-1700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1700-1800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	2	0	2	0	0	0	0	0	1	2	0	0	3	0	1	3	0	4	9	

Comments:
School buses comprise 11.16% of the heavy vehicle traffic. The south side pedestrian crossing is a Pedestrian Crossover (PXO). The westbound approach consists of the south access to The Beer Store.

Turning Movement Count Pedestrian Crossings Summary and Flow Diagram



Edward Street North & Irvine Street

Prescott, ON

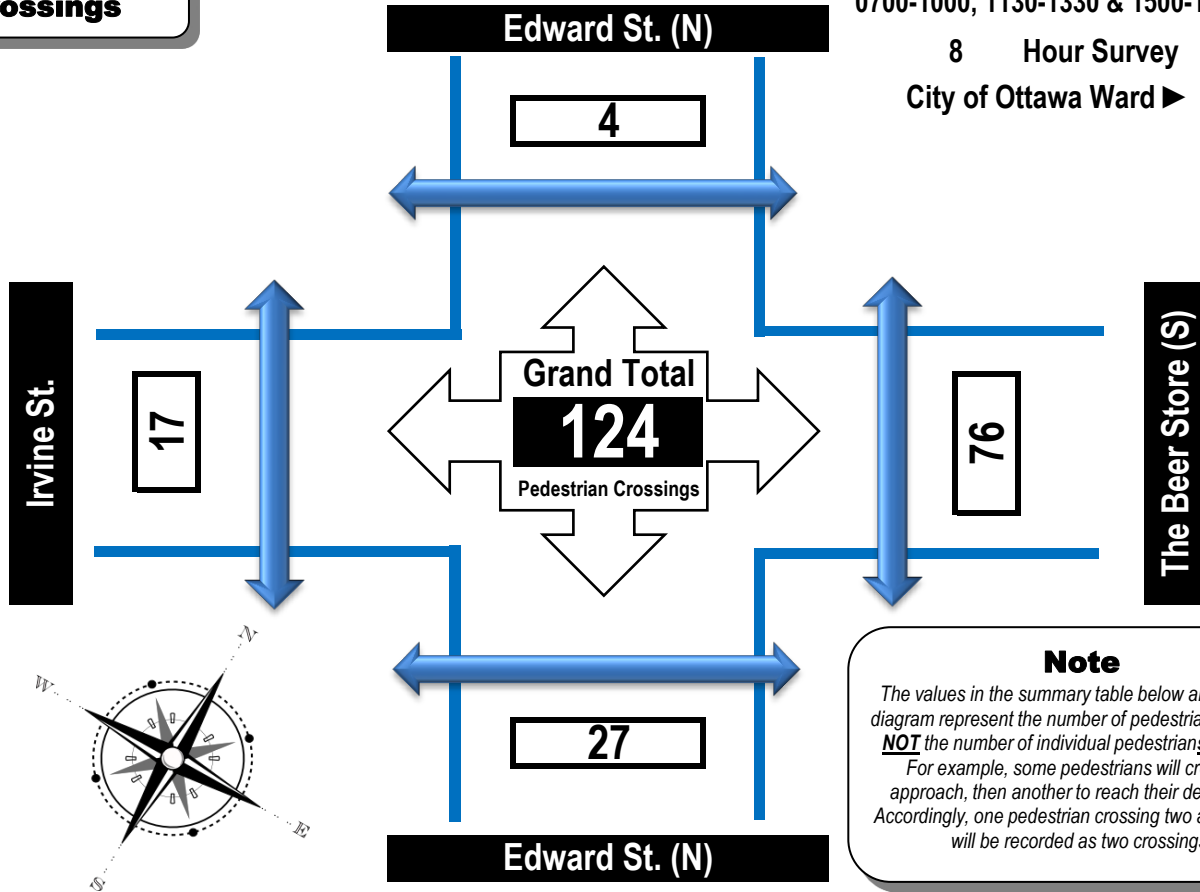
**Pedestrian
Crossings**

Monday, June 27, 2022

0700-1000, 1130-1330 & 1500-1800

8 Hour Survey

City of Ottawa Ward ► N/A



Note
The values in the summary table below and the flow diagram represent the number of pedestrian crossings **NOT** the number of individual pedestrians crossing. For example, some pedestrians will cross one approach, then another to reach their destination. Accordingly, one pedestrian crossing two approaches will be recorded as two crossings.

Time Period	West Side Crossing Irvine St.	East Side Crossing The Beer Store (S)	Street Total	South Side Crossing Edward St. (N)	North Side Crossing Edward St. (N)	Street Total	Grand Total
0700-0800	0	12	12	2	1	3	15
0800-0900	8	11	19	0	1	1	20
0900-1000	0	10	10	0	0	0	10
1130-1230	8	19	27	3	2	5	32
1230-1330	1	7	8	1	0	1	9
1500-1600	0	10	10	12	0	12	22
1600-1700	0	4	4	8	0	8	12
1700-1800	0	3	3	1	0	1	4
Totals	17	76	93	27	4	31	124

Comments:

School buses comprise 11.16% of the heavy vehicle traffic. The south side pedestrian crossing is a Pedestrian Crossover (PXO). The westbound approach consists of the south access to The Beer Store.



Turning Movement Count

Summary Report Including Peak Hours, AADT and Expansion Factors

All Vehicles Except Bicycles



George Street & King Street West Prescott, ON

Survey Date: Monday, June 27, 2022 **Start Time:** 0700 **AADT Factor:** 0.9
Weather AM: Mostly Cloudy 20° C **Survey Duration:** 8 Hrs. **Survey Hours:** 0700-1000, 1130-1330 & 1500-1800
Weather PM: Mostly Cloudy 20° C **Surveyor(s):** T. Carmody

Time Period	King St. (W) Eastbound					King St. (W) Westbound					George St. Northbound					George St. Southbound					Street Total	Grand Total	
	LT	ST	RT	UT	E/B Tot	LT	ST	RT	UT	W/B Tot	LT	ST	RT	UT	N/B Tot	LT	ST	RT	UT	S/B Tot			
0700-0800	1	95	4	0	100	1	108	3	0	112	212	4	0	2	0	6	1	0	6	0	7	13	225
0800-0900	6	111	8	0	125	5	98	10	0	113	238	8	0	4	0	12	7	4	10	0	21	33	271
0900-1000	3	142	13	0	158	9	134	17	0	160	318	14	4	11	0	29	8	1	10	0	19	48	366
1130-1230	8	199	15	0	222	27	200	23	0	250	472	22	7	22	0	51	15	5	21	0	41	92	564
1230-1330	11	192	12	0	215	21	198	21	0	240	455	19	2	15	0	36	15	5	18	0	38	74	529
1500-1600	5	235	15	0	255	19	191	24	0	234	489	12	7	19	0	38	14	3	22	1	40	78	567
1600-1700	9	211	4	0	224	32	220	18	0	270	494	20	5	13	0	38	12	8	11	0	31	69	563
1700-1800	12	170	6	0	188	18	137	21	0	176	364	8	1	12	0	21	16	1	7	0	24	45	409
Totals	55	1355	77	0	1487	132	1286	137	0	1555	3042	107	26	98	0	231	88	27	105	1	221	452	3494

Equivalent 12 & 24-hour Vehicle Volumes Including the Annual Average Daily Traffic (AADT) Factor Applicable to the Day and Month of the Turning Movement Count

Expansion factors are applied exclusively to standard weekday 8-hour turning movement counts conducted during the hours of 0700h - 1000h, 1130h - 1330h and 1500h - 1800h

Equivalent 12-hour vehicle volumes. These volumes are calculated by multiplying the 8-hour totals by the 8 → 12 expansion factor of 1.39																							
Equ. 12 Hr	76	1883	107	0	2067	183	1788	190	0	2161	4228	149	36	136	0	321	122	38	146	1	307	628	4857

Average daily 12-hour vehicle volumes. These volumes are calculated by multiplying the equivalent 12-hour totals by the AADT factor of: 0.9																							
AADT 12-hr	69	1695	96	0	1860	165	1609	171	0	1945	3806	134	33	123	0	289	110	34	131	1	276	565	4371

24-Hour AADT. These volumes are calculated by multiplying the average daily 12-hour vehicle volumes by the 12 → 24 expansion factor of 1.31																							
AADT 24 Hr	90	2221	126	0	2437	216	2108	225	0	2548	4985	175	43	161	0	379	144	44	172	2	362	741	5726

AADT and expansion factors provided by the City of Ottawa

AM Peak Hour Factor → 0.88											Highest Hourly Vehicle Volume Between 0700h & 1000h												
AM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
0900-1000	3	142	13	0	158	9	134	17	0	160	318	14	4	11	0	29	8	1	10	0	19	48	366
OFF Peak Hour Factor → 0.92											Highest Hourly Vehicle Volume Between 1130h & 1330h												
OFF Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
1130-1230	8	199	15	0	222	27	200	23	0	250	472	22	7	22	0	51	15	5	21	0	41	92	564
PM Peak Hour Factor → 0.96											Highest Hourly Vehicle Volume Between 1500h & 1800h												
PM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.
1530-1630	5	237	10	0	252	29	201	22	0	252	504	15	6	16	0	37	10	6	15	1	32	69	573

Comments:

Transit and school buses comprise 14.14% of the heavy vehicle traffic. The west side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 9 pedestrians with accessibility issues. The bicycle totals include 2 E-bicycles and 1 E-scooter (Vespa style).

Notes:

1. Includes all vehicle types except bicycles, electric bicycles, and electric scooters.
2. When expansion and AADT factors are applied, the results will differ slightly due to rounding.

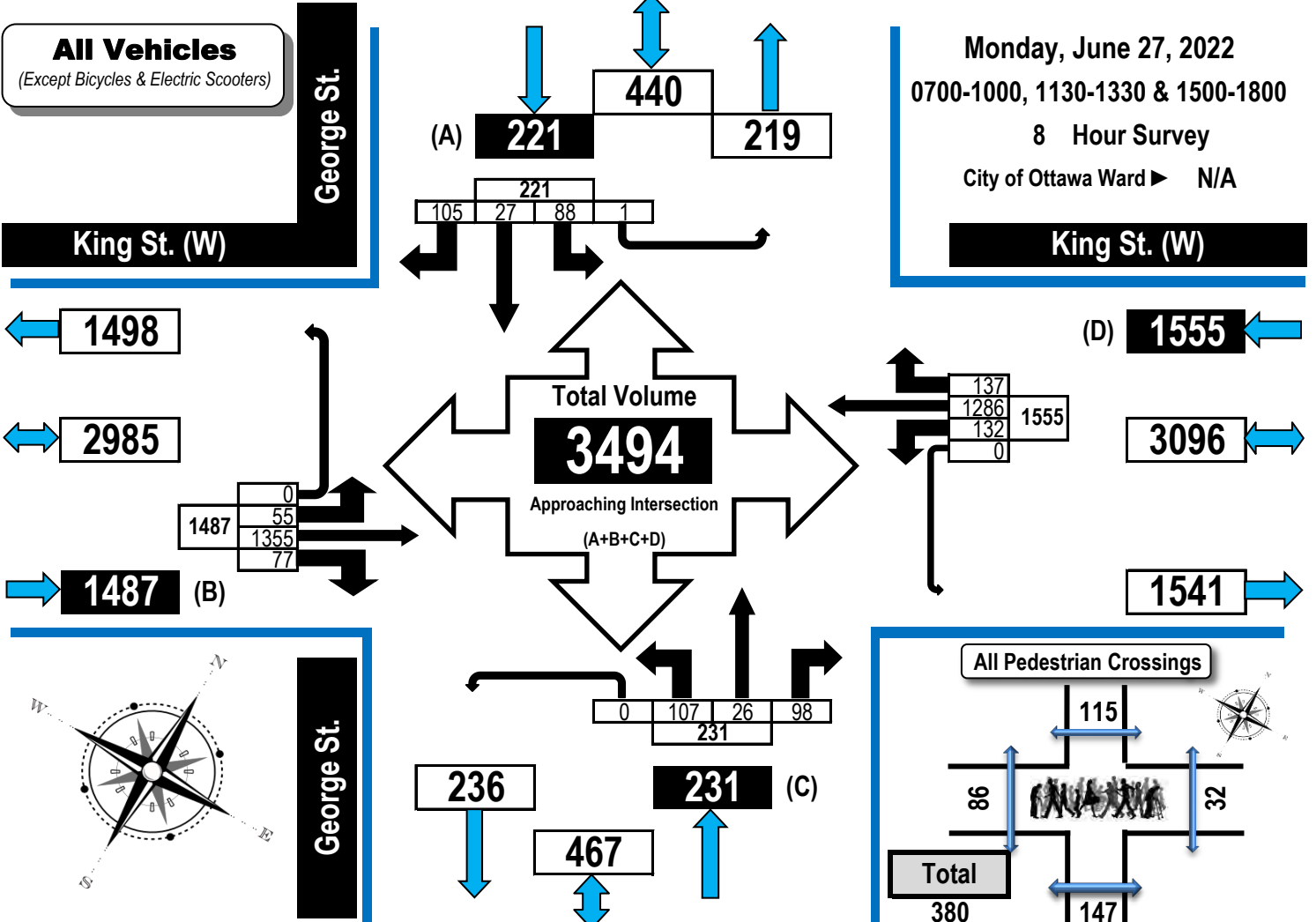
Turning Movement Count Summary, AM and PM Peak Hour Flow Diagrams

All Vehicles Except Bicycles



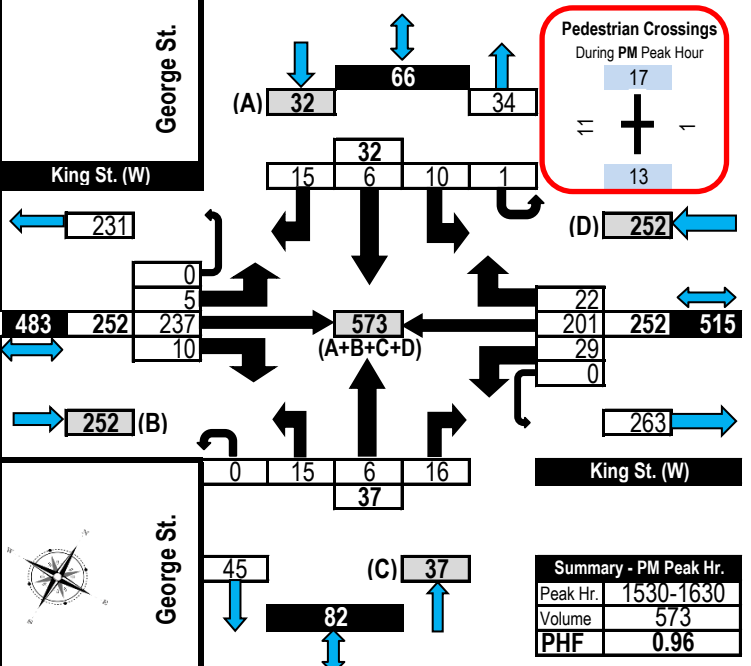
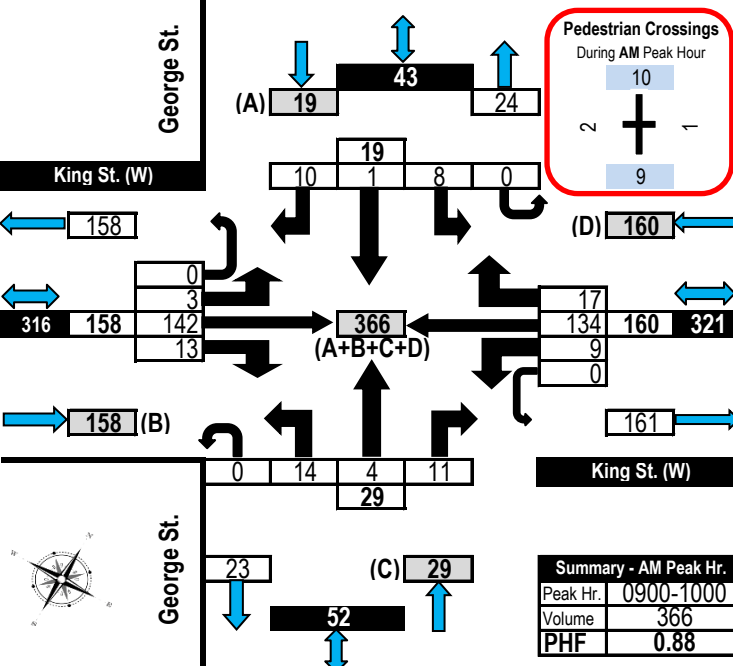
George Street & King Street West

Prescott, ON



AM Peak Hour Flow Diagram

PM Peak Hour Flow Diagram





Turning Movement Count

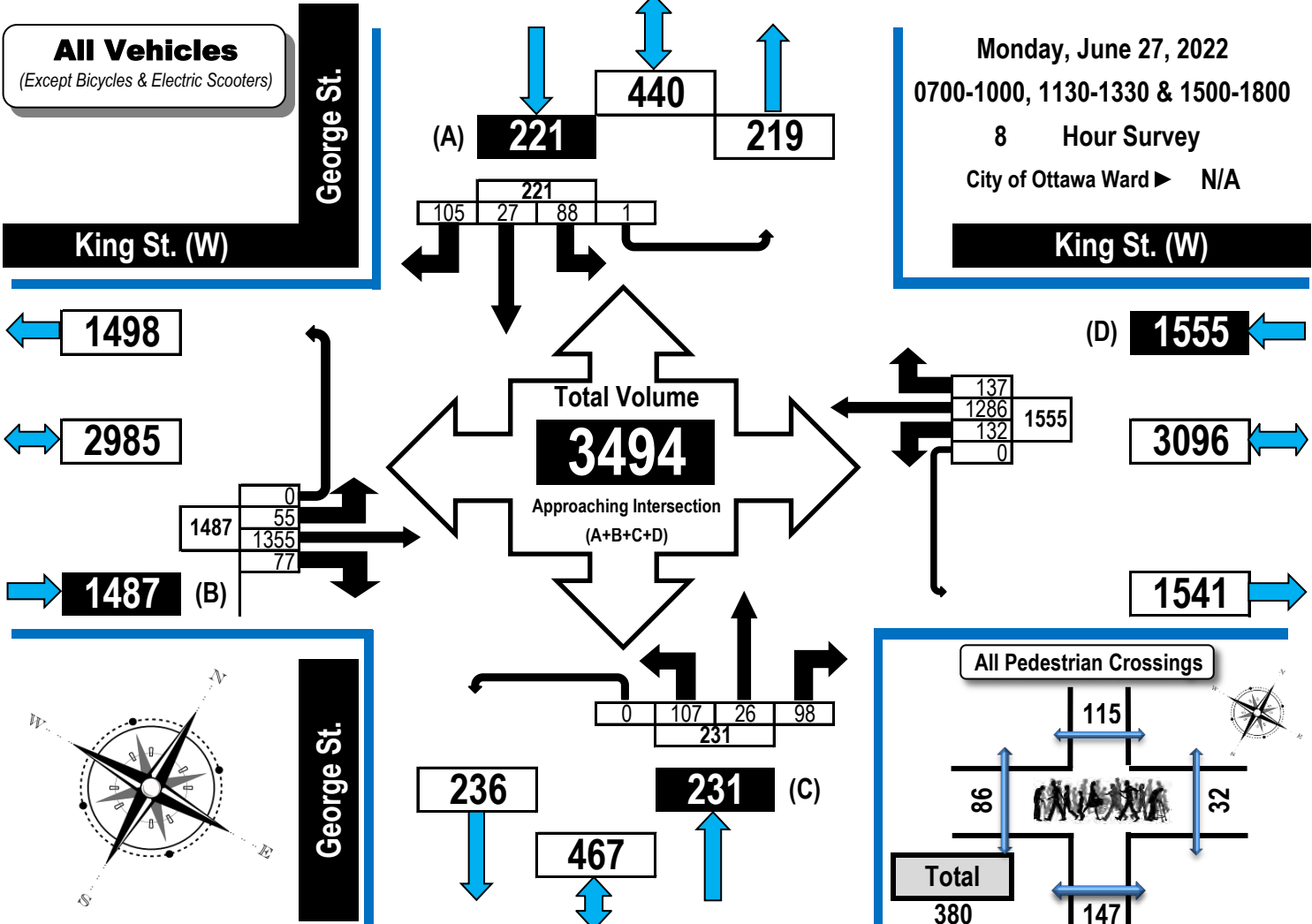
Summary, OFF and EVENING Peak Hour

Flow Diagrams

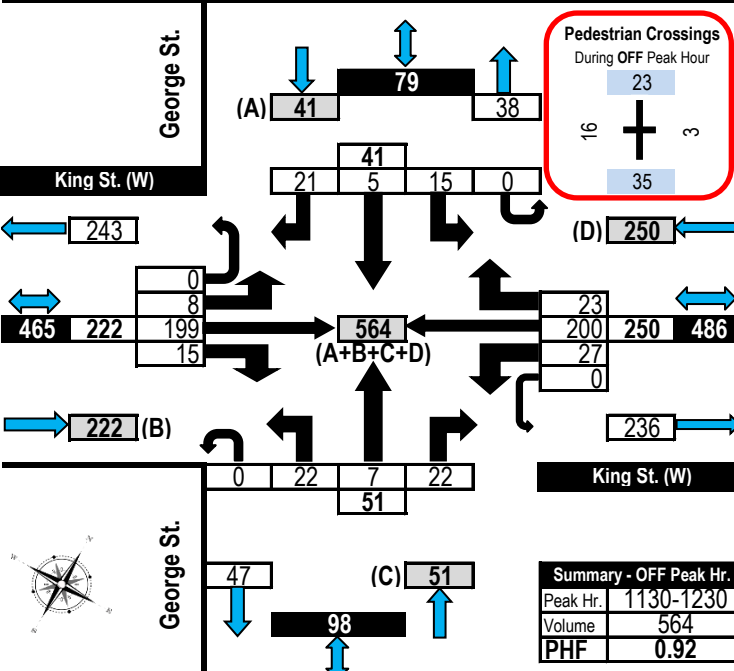
All Vehicles Except Bicycles



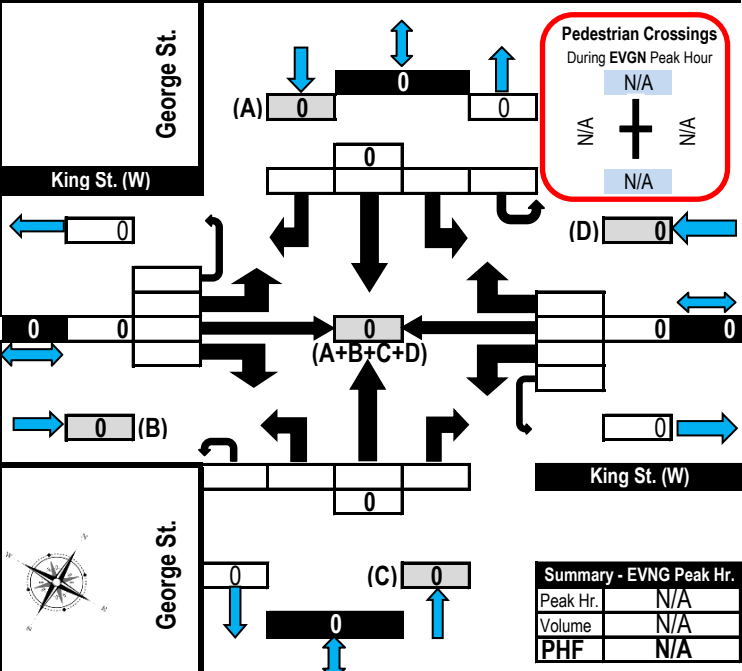
George Street & King Street West Prescott, ON



Off Peak Hour Flow Diagram



Evening Peak Hour Flow Diagram





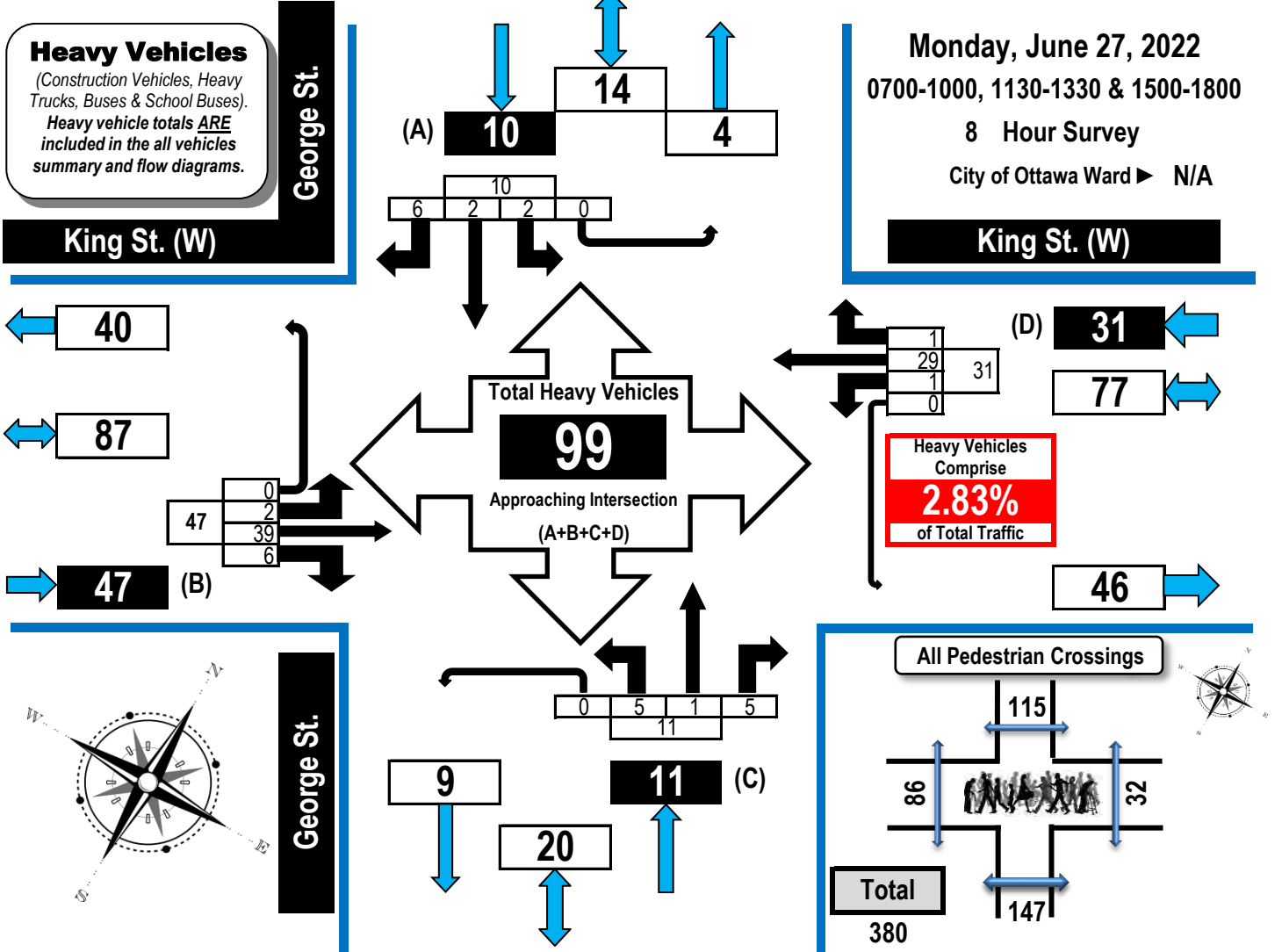
Turning Movement Count

Heavy Vehicle Summary (FHWA Class 4-13)

Flow Diagram



George Street & King Street West Prescott, ON



King St. (W)					King St. (W)					George St.					George St.				
Eastbound					Westbound					Northbound					Southbound				

Time Period	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot	GR Tot
0700-0800	0	4	0	0	4	0	4	0	0	4	1	0	0	0	1	0	0	1	0	1	10
0800-0900	1	8	1	0	10	0	2	0	0	2	0	0	1	0	1	0	0	0	0	0	13
0900-1000	0	9	3	0	12	0	5	1	0	6	1	0	2	0	3	0	0	0	0	0	21
1130-1230	0	5	1	0	6	1	5	0	0	6	0	1	1	0	2	2	0	2	0	4	18
1230-1330	1	4	0	0	5	0	2	0	0	2	1	0	0	0	1	0	1	2	0	3	11
1500-1600	0	4	1	0	5	0	4	0	0	4	1	0	0	0	1	0	0	1	0	1	11
1600-1700	0	4	0	0	4	0	4	0	0	4	1	0	1	0	2	0	1	0	0	1	11
1700-1800	0	1	0	0	1	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	4
Totals	2	39	6	0	47	1	29	1	0	31	5	1	5	0	11	2	2	6	0	10	99

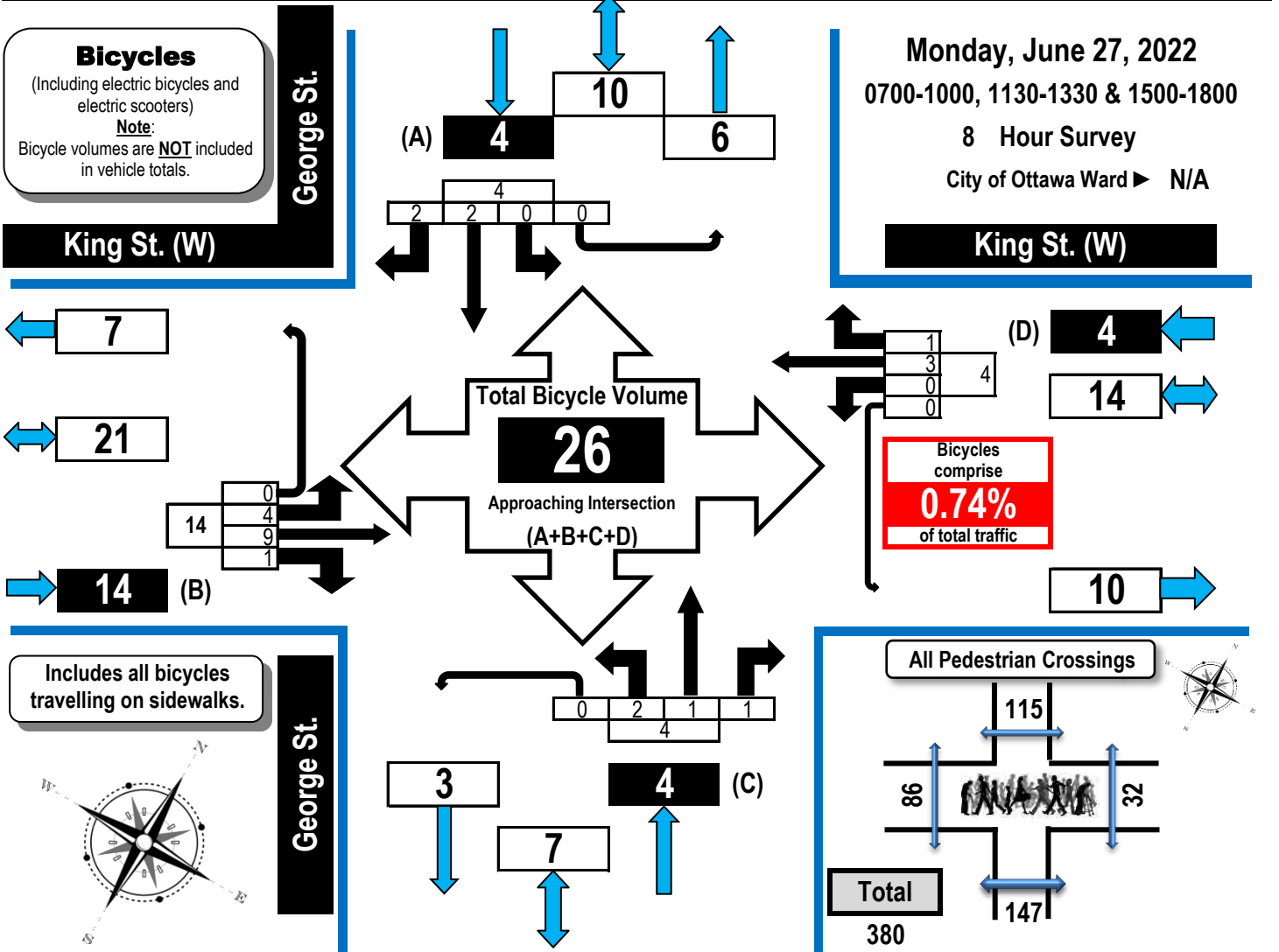
Comments:

Transit and school buses comprise 14.14% of the heavy vehicle traffic. The west side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 9 pedestrians with accessibility issues. The bicycle totals include 2 E-bicycles and 1 E-scooter (Vespa style).

Turning Movement Count Bicycle Summary Flow Diagram



George Street & King Street West Prescott, ON



Time Period	King St. (W) Eastbound					King St. (W) Westbound					George St. Northbound					George St. Southbound					GR Tot	
	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot		
0700-0800	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
0800-0900	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1
0900-1000	2	2	1	0	5	0	0	1	0	1	0	0	0	0	0	0	0	1	0	1	0	7
1130-1230	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1230-1330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1
1500-1600	1	1	0	0	2	0	2	0	0	2	0	1	0	0	1	0	0	1	0	1	0	6
1600-1700	1	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
1700-1800	0	4	0	0	4	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	6
Totals	4	9	1	0	14	0	3	1	0	4	2	1	1	0	4	0	2	2	0	4	0	26

Comments:

Transit and school buses comprise 14.14% of the heavy vehicle traffic. The west side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 9 pedestrians with accessibility issues. The bicycle totals include 2 E-bicycles and 1 E-scooter (Vespa style).

Turning Movement Count Pedestrian Crossings Summary and Flow Diagram



George Street & King Street West

Prescott, ON

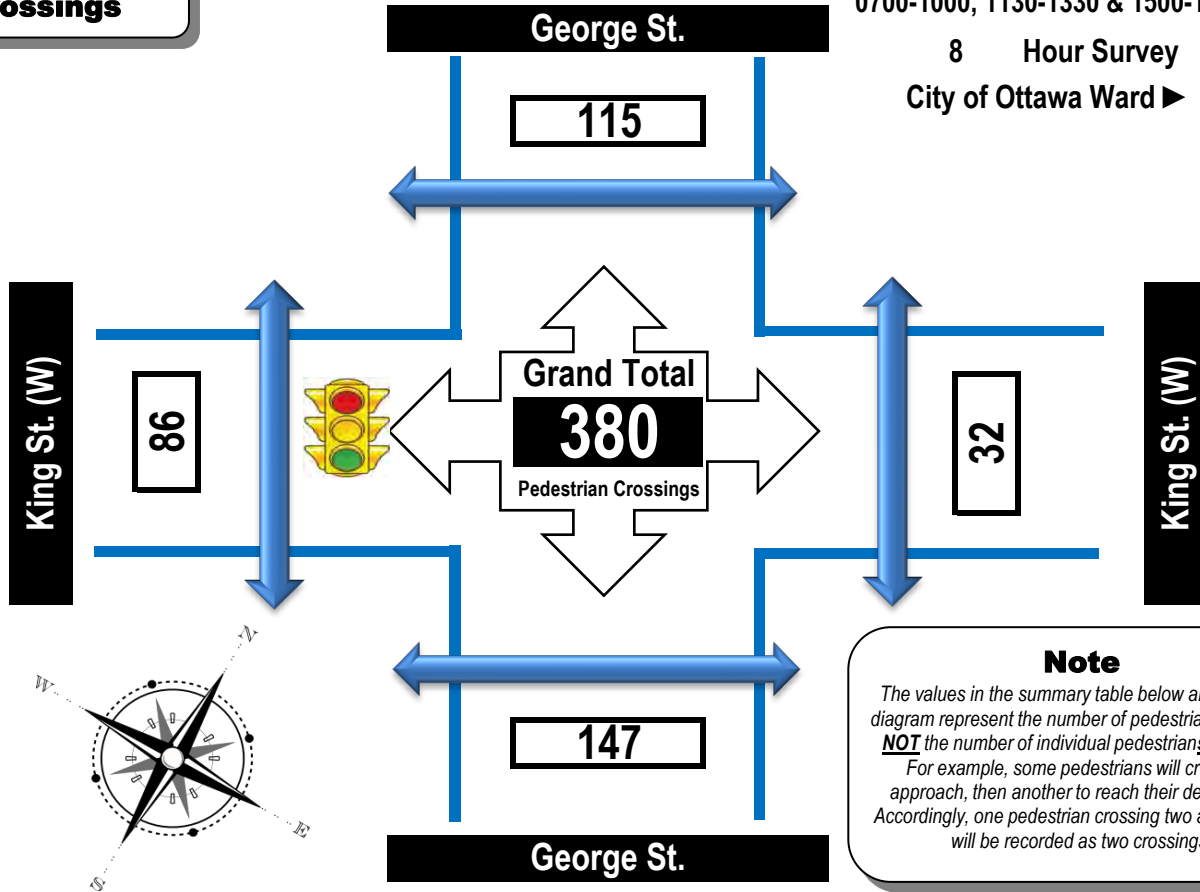
**Pedestrian
Crossings**

Monday, June 27, 2022

0700-1000, 1130-1330 & 1500-1800

8 Hour Survey

City of Ottawa Ward ► N/A



Note
The values in the summary table below and the flow diagram represent the number of pedestrian crossings **NOT** the number of individual pedestrians crossing. For example, some pedestrians will cross one approach, then another to reach their destination. Accordingly, one pedestrian crossing two approaches will be recorded as two crossings.

Time Period	West Side Crossing King St. (W)	East Side Crossing King St. (W)	Street Total	South Side Crossing George St.	North Side Crossing George St.	Street Total	Grand Total
0700-0800	5	0	5	7	3	10	15
0800-0900	4	0	4	10	4	14	18
0900-1000	2	1	3	9	10	19	22
1130-1230	16	3	19	35	23	58	77
1230-1330	18	16	34	24	22	46	80
1500-1600	13	5	18	17	18	35	53
1600-1700	13	2	15	16	13	29	44
1700-1800	15	5	20	29	22	51	71
Totals	86	32	118	147	115	262	380

Comments:

Transit and school buses comprise 14.14% of the heavy vehicle traffic. The west side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 9 pedestrians with accessibility issues. The bicycle totals include 2 E-bicycles and 1 E-scooter (Vespa style).



Turning Movement Count

Summary Report Including Peak Hours, AADT and Expansion Factors

All Vehicles Except Bicycles



Centre Street & King Street West Prescott, ON

Survey Date: Monday, June 27, 2022 **Start Time:** 0700 **AADT Factor:** 0.9
Weather AM: Mostly Cloudy 20° C **Survey Duration:** 8 Hrs. **Survey Hours:** 0700-1000, 1130-1330 & 1500-1800
Weather PM: Mostly Cloudy 20° C **Surveyor(s):** T. Carmody

Time Period	King St. (W) Eastbound					King St. (W) Westbound					Centre St. Northbound					Centre St. Southbound					Street Total	Grand Total	
	LT	ST	RT	UT	E/B Tot	LT	ST	RT	UT	W/B Tot	LT	ST	RT	UT	N/B Tot	LT	ST	RT	UT	S/B Tot			
0700-0800	6	87	4	0	97	20	110	15	0	145	242	1	2	10	0	13	5	0	6	0	11	24	266
0800-0900	6	105	4	0	115	28	106	27	0	161	276	2	2	18	0	22	8	1	9	0	18	40	316
0900-1000	9	148	9	0	166	31	148	25	0	204	370	1	7	35	0	43	13	2	12	0	27	70	440
1130-1230	20	200	16	0	236	37	221	35	0	293	529	12	5	31	0	48	6	4	16	0	26	74	603
1230-1330	17	204	11	0	232	46	226	31	0	303	535	12	5	39	0	56	13	5	17	0	35	91	626
1500-1600	36	225	10	0	271	48	211	36	0	295	566	5	8	35	0	48	14	4	23	0	41	89	655
1600-1700	13	221	15	0	249	41	246	34	0	321	570	13	8	45	0	66	5	4	13	0	22	88	658
1700-1800	19	184	3	0	206	24	157	10	0	191	397	14	4	26	0	44	7	3	13	0	23	67	464
Totals	126	1374	72	0	1572	275	1425	213	0	1913	3485	60	41	239	0	340	71	23	109	0	203	543	4028

Equivalent 12 & 24-hour Vehicle Volumes Including the Annual Average Daily Traffic (AADT) Factor Applicable to the Day and Month of the Turning Movement Count

Expansion factors are applied exclusively to standard weekday 8-hour turning movement counts conducted during the hours of 0700h - 1000h, 1130h - 1330h and 1500h - 1800h

Equivalent 12-hour vehicle volumes. These volumes are calculated by multiplying the 8-hour totals by the 8 → 12 expansion factor of 1.39

Equ. 12 Hr	175	1910	100	0	2185	382	1981	296	0	2659	4844	83	57	332	0	473	99	32	152	0	282	755	5599
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Average daily 12-hour vehicle volumes. These volumes are calculated by multiplying the equivalent 12-hour totals by the AADT factor of: 0.9

AADT 12-hr	158	1719	90	0	1967	344	1783	266	0	2393	4360	75	51	299	0	425	89	29	136	0	254	679	5039
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24-Hour AADT. These volumes are calculated by multiplying the average daily 12-hour vehicle volumes by the 12 → 24 expansion factor of 1.31

AADT 24 Hr	206	2252	118	0	2576	451	2335	349	0	3135	5711	98	67	392	0	557	116	38	179	0	333	890	6601
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AADT and expansion factors provided by the City of Ottawa

AM Peak Hour Factor → 0.97											Highest Hourly Vehicle Volume Between 0700h & 1000h													
AM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.	
0900-1000	9	148	9	0	166	31	148	25	0	204	370		1	7	35	0	43	13	2	12	0	27	70	440
OFF Peak Hour Factor → 0.86											Highest Hourly Vehicle Volume Between 1130h & 1330h													
OFF Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.	
1230-1330	17	204	11	0	232	46	226	31	0	303	535		12	5	39	0	56	13	5	17	0	35	91	626
PM Peak Hour Factor → 0.93											Highest Hourly Vehicle Volume Between 1500h & 1800h													
PM Peak Hr	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	LT	ST	RT	UT	Total	LT	ST	RT	UT	Total	Str. Tot.	Gr. Tot.	
1515-1615	25	242	13	0	280	52	212	39	0	303	583		6	8	42	0	56	14	4	23	0	41	97	680

Comments:

School buses comprise 5.68% of the heavy vehicle traffic. The east side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 23 pedestrians with accessibility issues.

Notes:

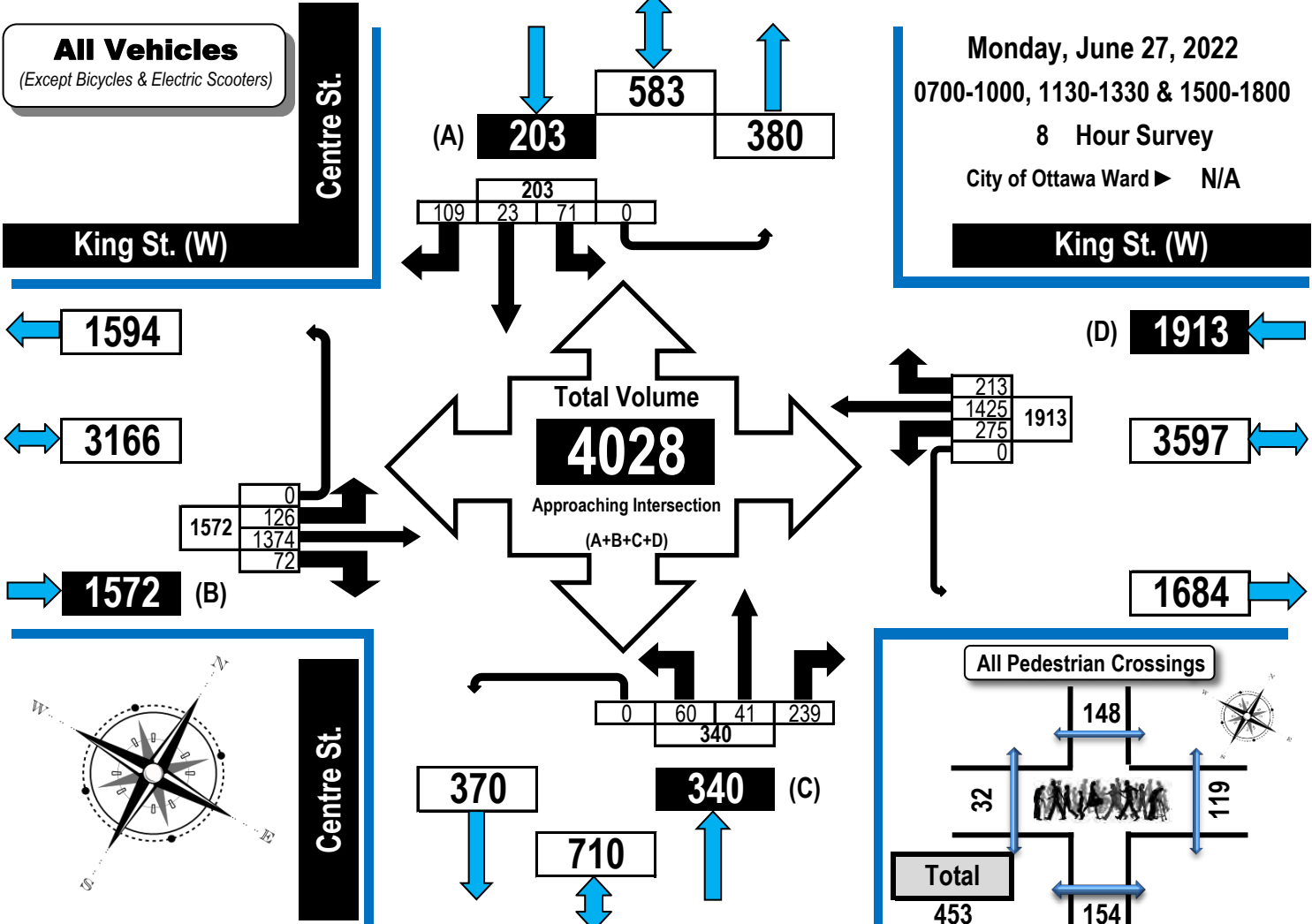
1. Includes all vehicle types except bicycles, electric bicycles, and electric scooters.
2. When expansion and AADT factors are applied, the results will differ slightly due to rounding.

Turning Movement Count Summary, AM and PM Peak Hour Flow Diagrams

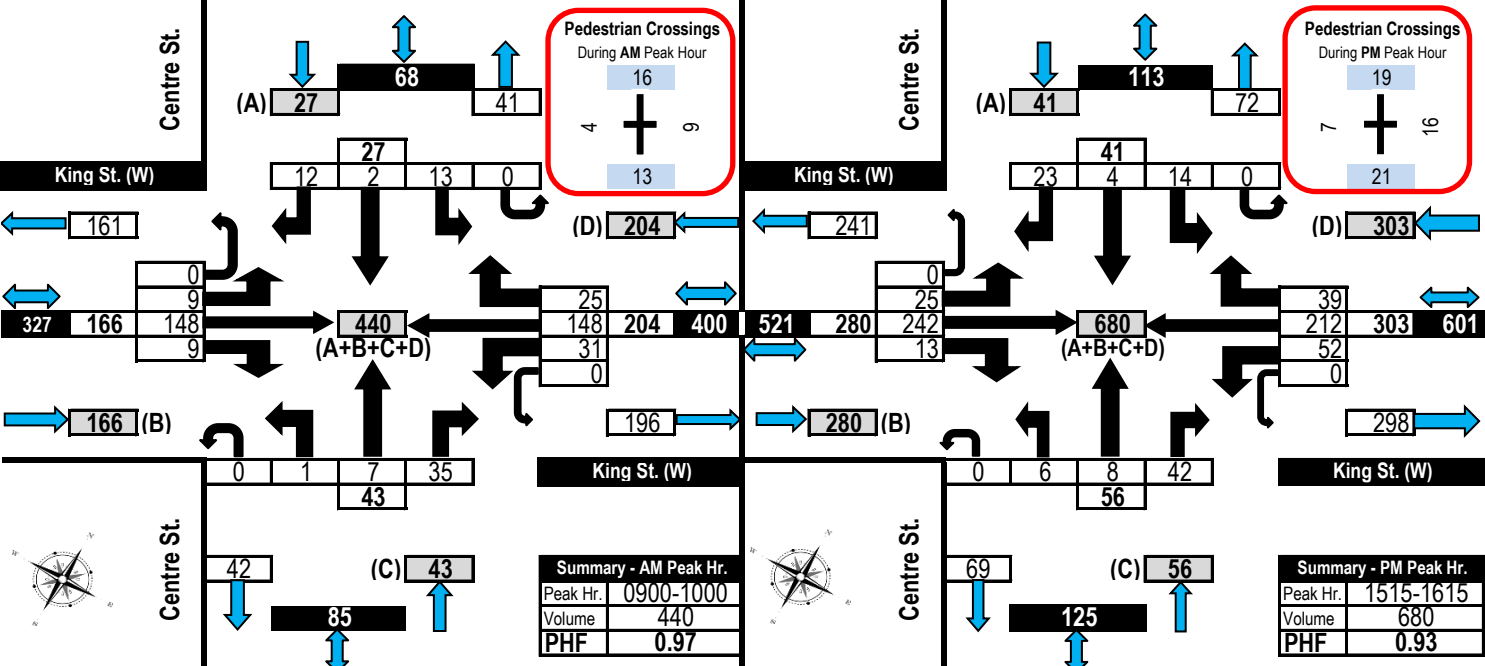
All Vehicles Except Bicycles



Centre Street & King Street West Prescott, ON



AM Peak Hour Flow Diagram | PM Peak Hour Flow Diagram



Turning Movement Count

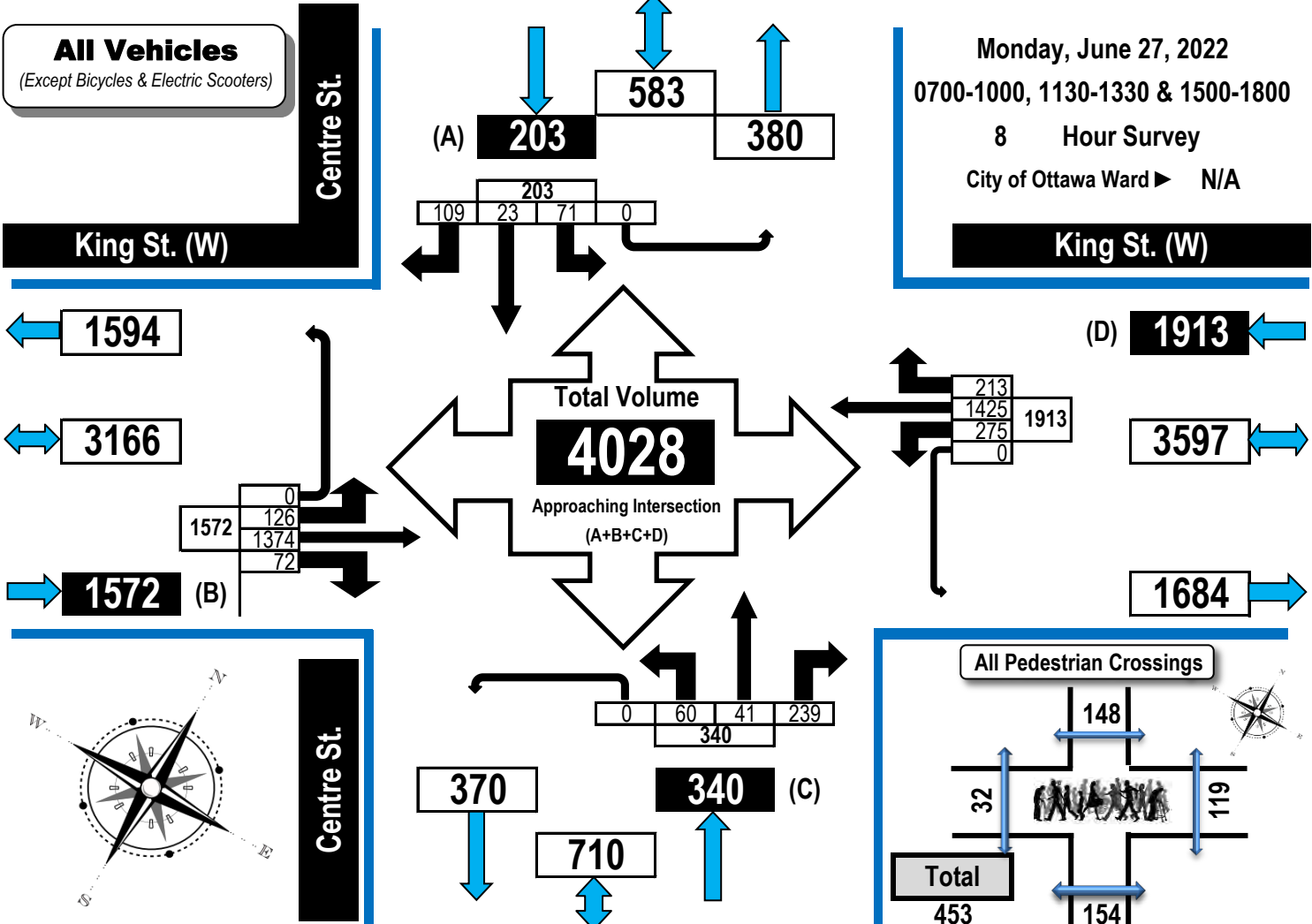
Summary, OFF and EVENING Peak Hour

Flow Diagrams

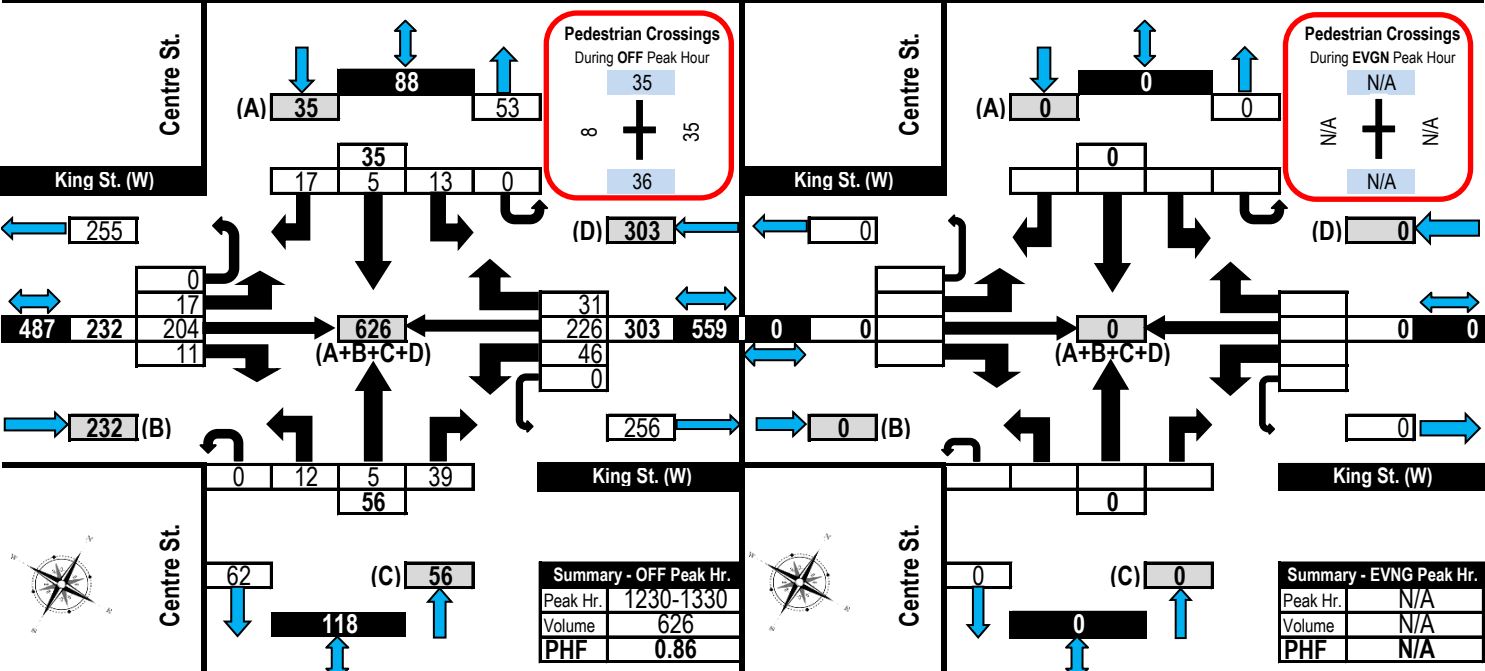
All Vehicles Except Bicycles



Centre Street & King Street West Prescott, ON



Off Peak Hour Flow Diagram Evening Peak Hour Flow Diagram

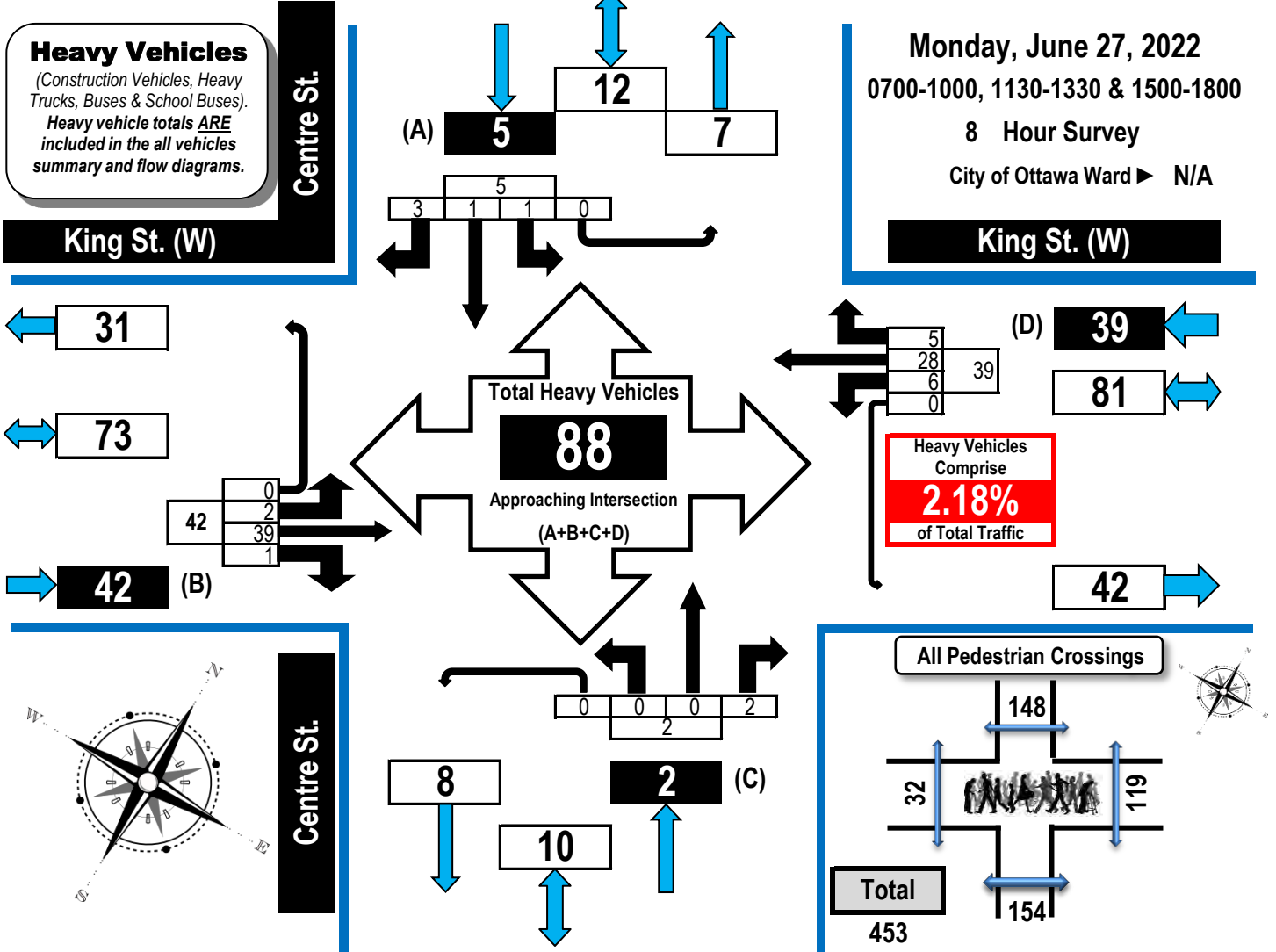




Turning Movement Count Heavy Vehicle Summary (FHWA Class 4-13) Flow Diagram



Centre Street & King Street West Prescott, ON



King St. (W)					King St. (W)					Centre St.					Centre St.				
Eastbound					Westbound					Northbound					Southbound				

Time Period	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot	GR Tot	
0700-0800	0	3	0	0	3	0	4	0	0	4	0	0	0	0	0	0	0	0	1	0	1	8
0800-0900	0	8	0	0	8	1	2	3	0	6	0	0	0	0	0	0	1	0	0	0	1	15
0900-1000	0	11	0	0	11	1	5	0	0	6	0	0	0	0	0	0	0	1	0	0	1	18
1130-1230	1	5	1	0	7	2	6	1	0	9	0	0	0	0	0	0	0	0	0	0	0	16
1230-1330	1	2	0	0	3	1	2	0	0	3	0	0	2	0	2	0	0	0	0	0	0	8
1500-1600	0	4	0	0	4	0	4	1	0	5	0	0	0	0	0	0	0	0	0	0	0	9
1600-1700	0	5	0	0	5	1	3	0	0	4	0	0	0	0	0	0	0	0	1	0	1	10
1700-1800	0	1	0	0	1	0	2	0	0	2	0	0	0	0	0	0	0	0	1	0	1	4
Totals	2	39	1	0	42	6	28	5	0	39	0	0	2	0	2	1	1	3	0	5	88	

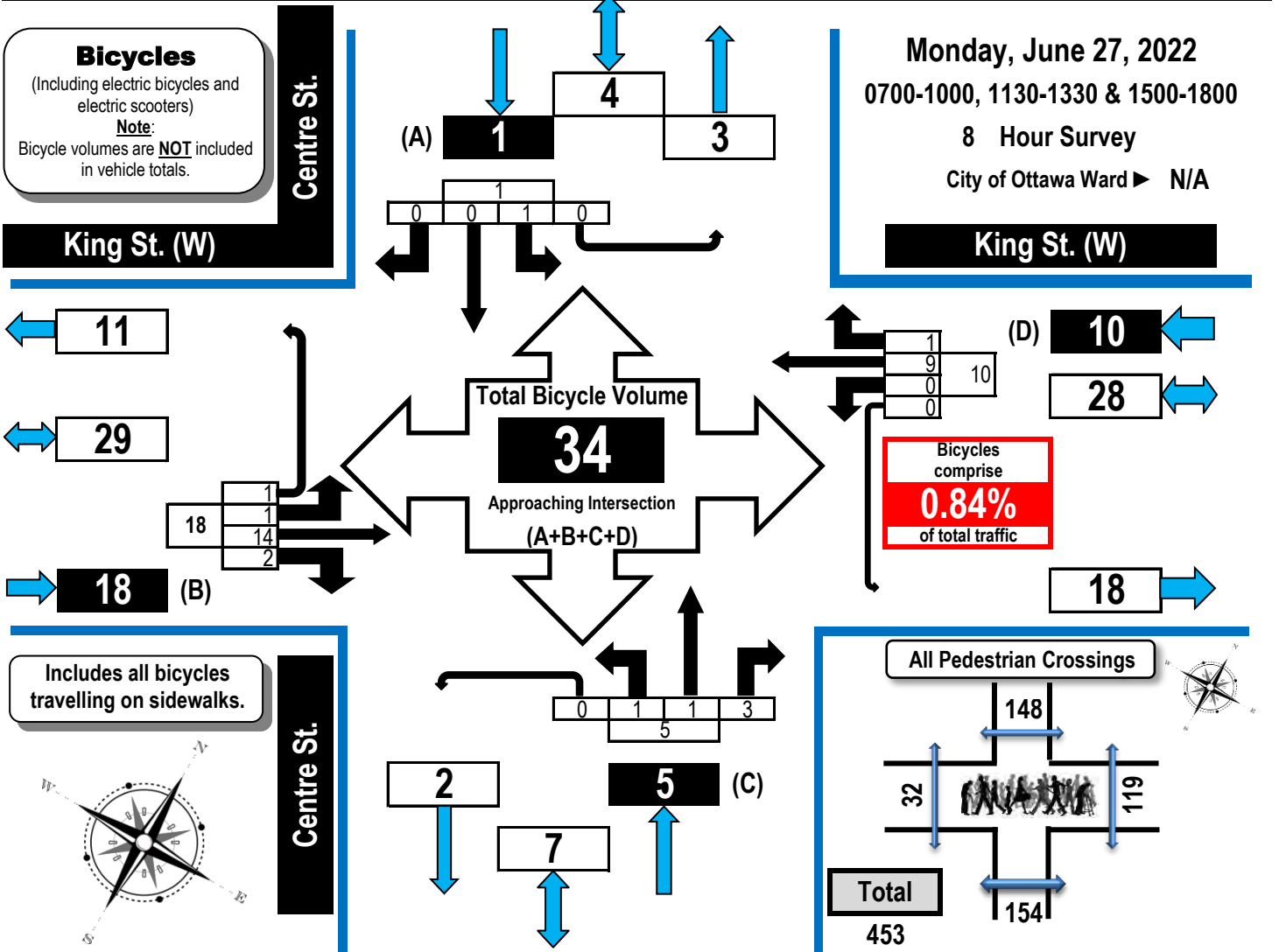
Comments:

School buses comprise 5.68% of the heavy vehicle traffic. The east side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 23 pedestrians with accessibility issues.

Turning Movement Count Bicycle Summary Flow Diagram



Centre Street & King Street West Prescott, ON



Time Period	King St. (W) Eastbound					King St. (W) Westbound					Centre St. Northbound					Centre St. Southbound					GR Tot	
	LT	ST	RT	UT	EB Tot	LT	ST	RT	UT	WB Tot	LT	ST	RT	UT	NB Tot	LT	ST	RT	UT	SB Tot		
0700-0800	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
0800-0900	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1
0900-1000	0	2	0	0	2	0	1	0	0	1	0	0	1	0	1	1	0	0	0	0	1	5
1130-1230	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1
1230-1330	0	2	2	0	4	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	6
1500-1600	0	6	0	1	7	0	4	0	0	4	1	0	1	0	2	0	0	0	0	0	0	13
1600-1700	0	2	0	0	2	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	4
1700-1800	1	2	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Totals	1	14	2	1	18	0	9	1	0	10	1	1	3	0	5	1	0	0	0	0	1	34

Comments:
School buses comprise 5.68% of the heavy vehicle traffic. The east side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 23 pedestrians with accessibility issues.

Turning Movement Count Pedestrian Crossings Summary and Flow Diagram



Centre Street & King Street West

Prescott, ON

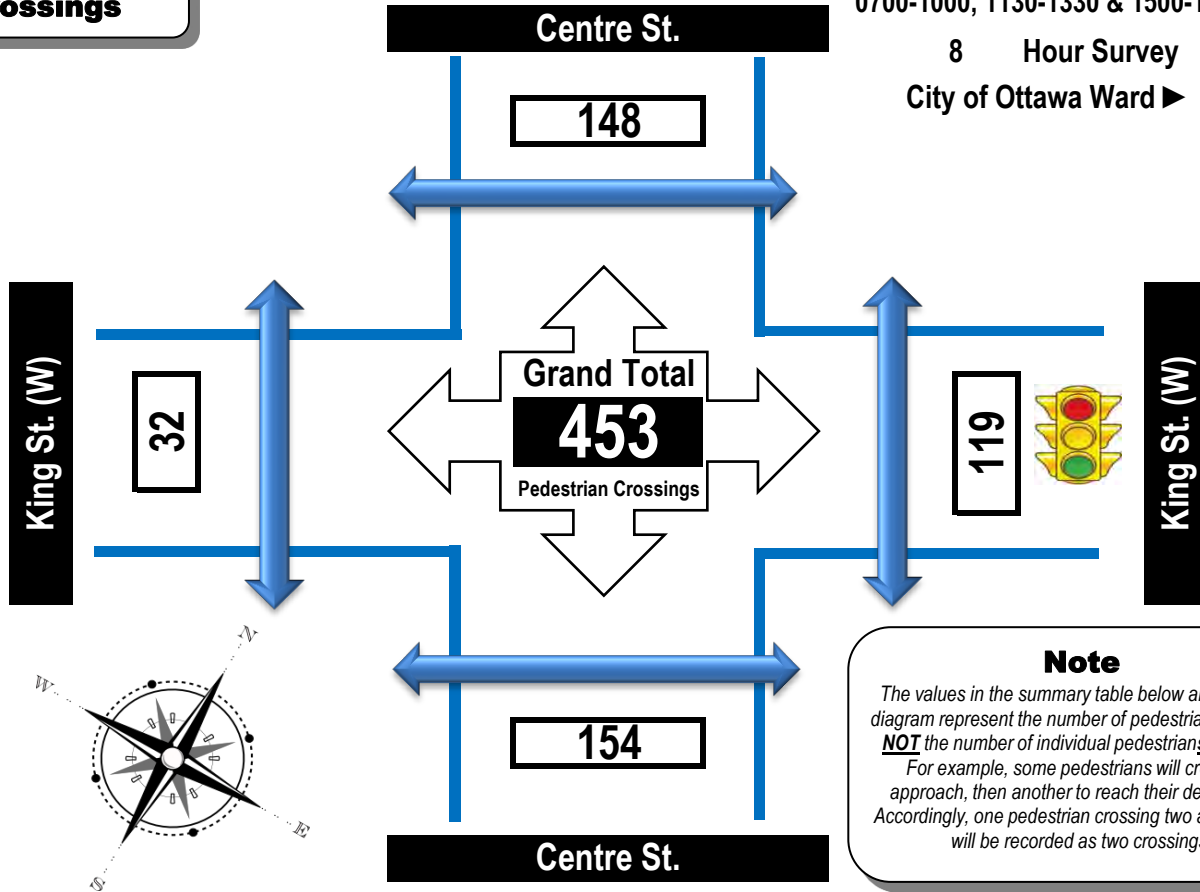
**Pedestrian
Crossings**

Monday, June 27, 2022

0700-1000, 1130-1330 & 1500-1800

8 Hour Survey

City of Ottawa Ward ► N/A



Note
The values in the summary table below and the flow diagram represent the number of pedestrian crossings **NOT** the number of individual pedestrians crossing. For example, some pedestrians will cross one approach, then another to reach their destination. Accordingly, one pedestrian crossing two approaches will be recorded as two crossings.

Time Period	West Side Crossing King St. (W)	East Side Crossing King St. (W)	Street Total	South Side Crossing Centre St.	North Side Crossing Centre St.	Street Total	Grand Total
0700-0800	0	0	0	6	5	11	11
0800-0900	3	3	6	10	6	16	22
0900-1000	4	9	13	13	16	29	42
1130-1230	6	23	29	17	29	46	75
1230-1330	8	35	43	36	35	71	114
1500-1600	6	15	21	24	20	44	65
1600-1700	3	23	26	24	12	36	62
1700-1800	2	11	13	24	25	49	62
Totals	32	119	151	154	148	302	453

Comments:

School buses comprise 5.68% of the heavy vehicle traffic. The east side crossing consists of a pedestrian activated traffic signal. The pedestrian crossing totals include 23 pedestrians with accessibility issues.

Appendix B

Traffic Signal Warrants

Results Sheet

Input Sheet

Analysis Sheet

Proposed Collision

Intersection: Centre Street & King Street

Count Date: 2022-06-27

Summary Results

	Justification	Compliance	Signal Justified?	
			YES	NO
1. Minimum Vehicular Volume	A Total Volume	70 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Volume	40 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Delay to Cross Traffic	A Main Road	61 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Road	75 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Combination	A Justificaton 1	40 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Justification 2	61 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. 4-Hr Volume		23 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Collision Experience		0 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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6. Pedestrians	A Volume	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Delay	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Results Sheet

[Input Sheet](#)

[Analysis Sheet](#)

[Proposed Collision](#)

Intersection: George Street & King Street

Count Date: 2022-06-27

Summary Results

	Justification	Compliance	Signal Justified?	
			YES	NO
1. Minimum Vehicular Volume	A Total Volume	61 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Volume	33 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Delay to Cross Traffic	A Main Road	53 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Road	76 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Combination	A Justificaton 1	33 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Justification 2	53 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. 4-Hr Volume		15 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Collision Experience		0 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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6. Pedestrians	A Volume	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Delay	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Results Sheet

Input Sheet

Analysis Sheet

Proposed Collision

Intersection: Edward Street and Irvine Street

Count Date: 2022-06-27

Summary Results

	Justification	Compliance	Signal Justified?	
			YES	NO
1. Minimum Vehicular Volume	A Total Volume	97 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Volume	40 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Delay to Cross Traffic	A Main Road	95 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Crossing Road	51 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Combination	A Justificaton 1	40 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Justification 2	51 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. 4-Hr Volume		34 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Collision Experience		0 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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6. Pedestrians	A Volume	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B Delay	Justification not met	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 32-2022

**A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT BETWEEN THE
CORPORATION OF THE TOWN OF PRESCOTT AND GRANT CASTLE
CORPORATION.**

**Being a by-law to authorize a Site Plan Agreement between the Corporation of the
Town of Prescott and Grant Castle Corporation.**

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council; and

WHEREAS Section 41(2) of the *Planning Act, 1990*, permits the council of a municipality to establish a site plan control area by by-law; and

WHEREAS By-Law 06-2012 of the Corporation of the Town of Prescott authorizes the municipal council to enter into one or more agreements to control the development or redevelopment of all lands in the Town of Prescott; and

WHEREAS the Council of the Corporation of the Town of Prescott deems it necessary and in the public interest to enter into a Site Plan Agreement with Grant Castle Corporation, being the owner of the lands described as PLAN 19 PT LOT M RP 15R5134; PART 1, in the Town of Prescott (965 Edward Street North).

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 sign a Site Plan Agreement with Grant Castle Corporation, a copy of which is attached hereto as Appendix "A" and is hereby declared to form part of this by-law.
2. That this by-law shall come into force and take effect upon final passage.
3. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are hereby rescinded.

**READ AND PASSED, SIGNED AND SEALED THE 18th DAY OF JULY,
2022.**

Mayor

Clerk

SITE PLAN AGREEMENT –
Grant Castle Corporation, 965 Edward Street North Prescott, Ontario

This AGREEMENT made on the [DATE] day of [MONTH], [YEAR].

BETWEEN: **Grant Castle Corporation**
A business operating under the laws of the Province of
Ontario
Hereinafter called the "Developer"
OF THE FIRST PART

AND: **THE CORPORATION OF THE TOWN OF PRESCOTT**
Hereinafter called the "Town"
OF THE SECOND PART

WHEREAS By-law 06-2012 of the Council of the Corporation of the Town of Prescott authorizes the municipal council to enter into one or more agreements to control the development or redevelopment of all lands in the Town of Prescott;

AND WHEREAS the Owner has represented to the Town that the lands described as in Schedule "A" and municipally known as 965 Edward Street North, in the Town of Prescott, are owned by the Owner;

AND WHEREAS the lands affected by this Agreement are the lands described in Schedule "A" hereto annexed, and are also shown on a Site Plan attached hereto as Schedule "B" (the "Site Plan"), which lands are referred to herein as the "said lands";

AND WHEREAS the described lands are zoned General Commercial (C1) under the Town's Zoning By-law 09-2009, as amended;

AND WHEREAS the Developer proposes to redevelop the site as a gas station with convenience store and carwash (the "Project") upon the said lands in accordance with the Site Plan attached;

AND WHEREAS the Developer is required to enter into this Agreement with the Town as a condition of Site Plan Approval;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for the good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

PART — 1
THE LANDS, PLANS AND REPRESENTATIONS

1. SCOPE OF AGREEMENT

- 1.1. Description of Lands — The lands affected by this Agreement are the lands described in Schedule "A" hereto annexed.
- 1.2. Conformity with Agreement — The Developer covenants and agrees that no work shall be performed on the said lands except in conformity with:
- (a) The provisions of this Agreement, including the schedules hereinafter referred to and attached hereto;
 - (b) The Site Plan;
 - (c) All plans and specifications submitted to and accepted by the Town as being within their design criteria, including those plans and specifications referenced in Schedule "B" hereto (the "Approved Plans");
 - (d) All applicable Municipal By-laws including any applicable Site Plan Control By-laws; and
 - (e) All applicable Provincial and Federal Legislation
- 1.3. Reliance upon Representations — The Developer acknowledges that:
- a) It has made representations to the Town that it will complete all municipal and other works required herein in accordance with the Site Plan and Approved Plans filed and accepted by the Town and others, and;
 - b) The Town has entered into this Agreement in reliance upon these representations.
- 1.4. **SCHEDULES ATTACHED** — The following schedules are attached to, and form part of, this Agreement:
- | | |
|--------------|---|
| Schedule "A" | Description of Lands |
| Schedule "B" | Site Plan |
| Schedule "C" | Cash Deposits, Development Charges and Security |
| Schedule "D" | Approved Plans |
- 1.5. Any Plans attached to this Agreement or incorporated by reference shall also be provided to the Town digitally in a format compatible with AutoCAD.

1.6 **DEVELOPMENT CHANGES**

- 1.6.1. There shall be no changes in the Schedules attached hereto, or to any plan accepted by the Town, or others, unless such proposed changes have been submitted to, and accepted by, the Town.
- 1.6.2. The Developer acknowledges that if any approvals required under this Agreement are obtained subsequent to the execution of this Agreement the Town may require the Developer to enter into an amended Agreement to incorporate any conditions, changes or requirements relating to such approvals. No Conditional building permit will be closed, until the Amending Agreement is registered on title to the said lands. This provision may not apply for a Demolition Permit.

PART— 2
SIGNING BY MUNICIPALITY— CONDITIONS PRECEDENT

2. **CONDITIONS PRIOR TO THE EXECUTION OF THE AGREEMENT BY THE TOWN**

- 2.1. Prior to the execution of this Agreement by the Town, the Developer shall:
- a) Land Ownership — be the registered owner in fee simple of the lands described in Schedule "A" against which there will be no encumbrances registered in priority to this Agreement.
 - b) Taxes – have paid all municipal tax bills issued and outstanding on the said lands;
 - c) Cash Deposits & Security — have paid to the Town all cash and security required by Schedule "C" attached;
 - d) Construction/Engineering Plans & Specifications — have supplied to the Municipality those plans and specifications necessary to identify the construction/engineering aspects of the proposed development and have received, from the Town, an acknowledgement of conformity with general design concepts of the Town;
 - e) Liability Insurance Certificate — have filed with the Town an insurance certificate confirming those coverages specifically set out in this Agreement;
 - f) Fire Department Approval — have filed a letter from the Fire Prevention Officer of the Town confirming and approving of the proposed plans for fire protection, and specifying any hydrants, or other equipment or appurtenances required;

PART — 3
INTERNAL SERVICES

3. INTERNAL SERVICES TO BE CONSTRUCTED BY DEVELOPER

- 3.1. The Developer will construct and install at its expense all required private internal services in accordance with the Approved Plans and to the standards, specifications and requirements of the Town and all applicable government agencies, all as shown on the Site Plan(s) attached as Schedule "B" hereto (the "Internal Services"). The internal services to be constructed include the following:
- (a) storm water management
 - (b) site servicing
 - (c) system is to be safety tested prior to use and maintained by the owner
- 3.2. All Internal Services to be constructed by the Developer shall be confirmed by the Chief Building Official of the Town.
- 3.3. The Developer agrees to maintain, repair and when necessary replace the Internal Services, including the landscape works, so that they will at all times be in good working order and in conformity with the terms of this Agreement. If, in the opinion of the Municipality, the Developer is not complying with the terms of this paragraph then either of the Municipalities, its servants, agents or subcontractors shall have the right to enter upon the said lands and carry out any work, at the expense of the Developer, necessary to maintain, repair or if necessary replace the said Internal Services. For greater certainty and without limiting the generality of the foregoing, the maintenance of the storm water management and site servicing.
- 3.4. Without limiting the foregoing, the Developer agrees to maintains a Fire Route on the said land

PART — 4
BUILDING PERMITS

4. BUILDING PERMITS — CONDITIONS PRIOR TO ISSUANCE

- 4.1. Eligibility for Building Permits — the Developer further covenants and agrees that it, or any person claiming title through or from it, or under its or their authority, will not require or obtain, one or more Building Permits to construct buildings on the said lands until the following have been complied with:
- a) By-Laws, etc. — there is compliance with the Town's building bylaw, its site plan control bylaw, and the provisions of this Agreement;
 - b) Execution of Agreement — this Site Plan Agreement has been executed by the Municipality, and the Agreement has been registered against title to the said lands; Any Conditional permits issued shall not be closed until such time as the Execution of Agreement.
 - c) Demolition Permit — notwithstanding the foregoing a Demolition Permit may be issued prior to Site Plan approval as determined by the Chief Building Official.
- 4.2. Development Charges — upon applying for a Building Permit and prior to the issuance thereof the Developer shall submit payment by certified cheque or bank draft of the appropriate development charges relating to the Project.
- 4.3. Documentation to Accompany Building Permit Application — on any application for a Building Permit, and prior to the issuance thereof, the owner, or their agent, shall submit the following to the Chief Building Official:
- (a) Architectural and/or engineering Plans and Specifications with respect to the following aspects of this Project: may be required.
 - i. architectural plans,
 - ii. structural plans,
 - iii. mechanical/electrical plans,
 - iv. culverts or curb cuts,
 - v. exterior finish,
 - vi. traffic signs,
 - vii. a complete electrical distribution system including transformers,
 - viii. parking and internal traffic patterns,
 - ix. a plan showing existing and proposed final elevations and contours referring to a geodetic bench mark, showing area drainage, right-of-way drainage, finished first floor elevations.

PART — 5
GENERAL PROVISIONS

5. CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

5.1. The Developer shall lodge with the town, those cash deposits, development charges and security more particularly described in Schedule "C", and at the dates specified therein.

6. EXPENSES TO BE PAID BY DEVELOPER

6.1. Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.

6.2. The Developer specifically agrees to be responsible for any costs, expenses and obligations arising from any Permits or Approvals which the Developer is required to obtain in order to construct the Project.

6.3. The Developer shall pay such reasonable fees as may be invoiced to the Town by their Solicitor in connection with all work to be performed as a result of the provisions of this Agreement.

6.4. All expenses for which demand for payment has been made by either of the Town, shall bear interest at the rate of 1.25% per month commencing 30 days after demand is made.

6.5. In the event that the expenses of the Town exceeds the amount of the cash deposits or security set out in Schedule "C" attached, the Developer shall pay such excess charges within 30 days after demand by the Town.

6.6. In the event that the Town finds it is necessary to engage the services of an engineer, landscape architect or technical personnel not permanently employed by the Town, to review the plans of the Developer and/or carry out on-site inspections of the work performed, the Town will advise the Developer accordingly of this need, and the costs of such outside engineers, landscape architects or other technical personnel so engaged shall be the responsibility of the Developer. The Town may require a deposit for this purpose.

7. REGISTRATION OF SITE PLAN AGREEMENT

7.1. The Developer consents to the registration of this Agreement by the Town.

7.2. The Developer further agrees to execute such further and other Instruments and Documents as may reasonably be required by the Town for the purpose of giving priority of registration to this Agreement.

8. CONSTRUCTION, COMMENCEMENT AND COMPLETION

The Developer agrees to complete all Internal Services within 18 months from the date of the registration of this Agreement.

8.1. If the Internal Services to be constructed by the Developer under this Agreement, if any, are not completed and accepted by the Town within the above time frames, the Town may either:

(a) give notice to the Developer to stop work on the said Services and to provide that no further work shall be done with respect to such services until an Amending Agreement, incorporating the Standards, Specifications and

financial requirements of the Town, in effect as of that date, is executed by all parties; or

(b) give notice to the Developer to stop work on the Services and inform the Developer that the Municipality proposes to realize on its security and proceed with all or part of the construction in accordance with the provisions of the Approved Plans filed with the Municipality.

9 EMERGENCY SITUATION

- 9.1. If, as a result of any work undertaken or not completed by the Developer, its servants, or agents, there exists in the opinion of the Chief Building Official an emergency situation which requires immediate attention to avoid damage to private or public property, or services owned by the Town, such work may be done immediately by the Town at the expense of the Developer, but notice shall be given to the Developer at the earliest possible time.

10. ATTACHED SCHEDULES

- 10.1. It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, plans and undertakings filed by the Developer and accepted by the Town, or by any Ministry of the Government shall be included in, and form part of, this Agreement.
- 10.2. The Plans incorporated by reference as Schedules in this Agreement are copies of the original plans filed and accepted by the Town. Where uncertainty exists as to the content or accuracy of these exhibits, the reader should refer to the full-scale drawings filed with the Town.

11. INDEMNIFICATION FROM LIABILITY AND RELEASE

- 11.1. The Developer covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Developer or on his behalf in connection with the carrying out of the provisions of this Agreement, or by reason of the Developer's failure to perform any of the works required hereunder.
- 11.2. The Developer further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Developer, or, as a result of the Municipality entering upon the said lands for the purpose of correcting any default of the Developer, provided that any personal injury or property damage was not caused as a result of negligence on the part of the Town, its servants or agents.

SITE PLAN AGREEMENT –
Grant Castle Corporation, 965 Edward Street North Prescott, Ontario

By the Developer on the ____ day of _____, 20_____

By the Town on the ____ day of _____, 20_____

The Corporation of the Town of Prescott

Per: _____

DRAFT

SCHEDULE 'A'

TO AN AGREEMENT DATED: xxx ____, 2020

LEGAL DESCRIPTION: Being the lands described as PLAN 19 PT LOT M RP 15R 5134;PART 1, in the Town of Prescott.

DRAFT

SITE PLAN AGREEMENT –
Grant Castle Corporation, 965 Edward Street North Prescott, Ontario

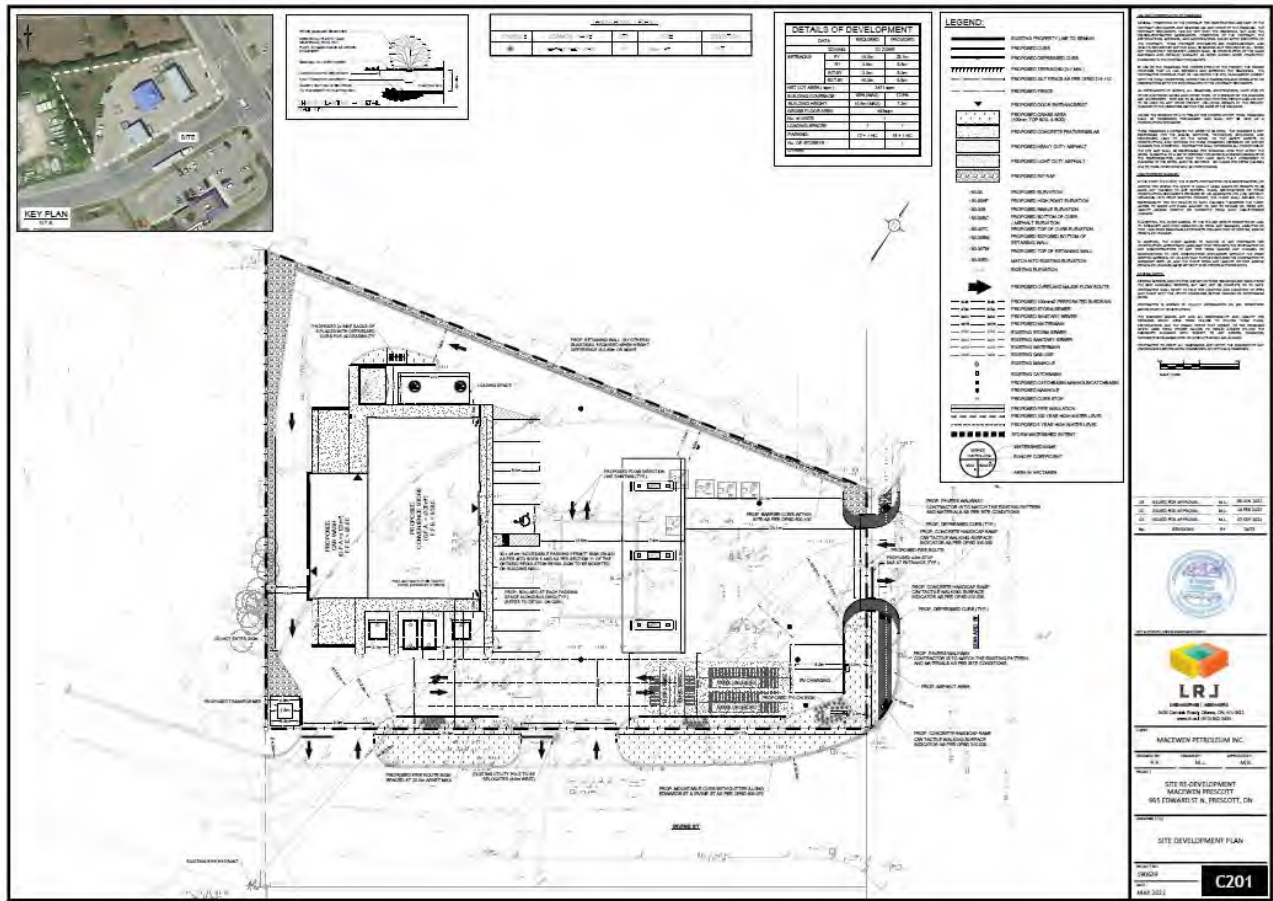
SCHEDULE 'B'

TO AN AGREEMENT DATED [MONTH] [DATE], [YEAR]

SITE PLAN

Site Plan

The **C201** drawing prepared by LRL Engineering, Revision 03, dated June 9, 2022, is hereby incorporated by reference and forms a part of this Agreement.



SCHEDULE “C”

TO AN AGREEMENT DATED: _____, _____, 20____.

FEEES AND DEVELOPMENT SECURITY

Cash Requirements

Town’s Administrative Fees	Nil
Town’s Legal fees and Disbursements	Nil
Town’s Engineering Fees	Nil
Town’s Planning Fees	\$1,500.00
Town’s Landscaping	Nil
Cash-in-lieu of Parkland	Nil
Development Charges	\$6,516.65
Total Cash Requirements	\$8,016.65

Note: Building Permit and building permit deposit are not included in the above amounts but are payable as per the building permit bylaw and fee structure.

SCHEDULE 'D'

TO AN AGREEMENT DATED [MONTH] [DATE], [YEAR]

APPROVED PLANS

The following plans have been reviewed and subsequently used to evaluate this development. Copies of these plans are available at Town Hall.

Servicing and Stormwater Management Report

The Servicing and Storm Water Management Report, Revision 02, dated June 9, 2022, by LRL Engineers, Signed and Stamped by Mohan Basnet, Professional Engineer.

Civil Drawings

The Civil Drawings, Revision 003, dated June 9, 2022, by LRL Engineers, Signed and Stamped by Mohan Basnet, Professional Engineer.

C101 – Erosion and Sediment Control Plan Revision 3 – June 9, 2022

C102 – Demolition Plan Revision 3 – June 9, 2022

C201 – Site Development Plan Revision 3 – June 9, 2022

C301 – Grading and Drainage Plan Revision 3 – June 9, 2022

C401 – General Servicing Plan Revision 3 – June 9, 2022

C402 – Reclaim Tank Servicing Plan Revision 3 – June 9, 2022

C601 – Stormwater Management Plan Revision 3 – June 9, 2022

C701 – Pre-development Watershed Plan Revision 3 – June 9, 2022

C702 – Post-development Watershed Plan Revision 3 – June 9, 2022

C901 – Construction Detail Plan Revision 3 – June 9, 2022

Traffic Control Plan

Traffic Control Plan dated June 1, 2022, created by Beacon Lite

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 33-2022

**A BY-LAW TO AUTHORIZE THE SALE OF APPROXIMATELY 4.72 ACRES OF
LAND LEGALLY KNOWN AS LT A N/S BLK 1 PL 19 PRESCOTT EXCEPT
PR177247; PRESCOTT; PIN NUMBER 681570311 BY THE CORPORATION OF THE
TOWN OF PRESCOTT TO 9695443 CANADA INC.**

**A By-law to authorize the sale of approximately 4.72 acres of land, legally known
as: LT A N/S BLK 1 PL 19 Prescott, except PR177247; Prescott; PIN Number
681570311 by the Corporation of the Town of Prescott to 9695443 Canada Inc.**

WHEREAS that pursuant to the Corporation of the Town of Prescott By-Law 16-1995, the Council of the Corporation of the Town of Prescott, declared the real property located along Boundary Street, south of the CN Rail Line, legally known as LT A N/S BLK 1 PL 19 Prescott, except PR177247; PIN 681570311 as surplus to the needs of the Corporation of the Town of Prescott; and

WHEREAS the Corporation of the Town of Prescott gave public notice of the intended sale of Surplus Land, as per By-Law 16-1995; and

WHEREAS the Corporation of the Town of Prescott has agreed to sell approximately 4.72 acres of land, those lands being the following property, namely: LT A N/S BLK 1 PL 19 Prescott, except PR177247; Prescott; PIN 681570311, Prescott, Ontario; and

WHEREAS it is deemed desirable to sell the said lands to 9695443 Canada Inc.;

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

1. That the Mayor and CAO be authorized, on behalf of the Corporation of the Town of Prescott, to sell approximately 4.72 acres of land, those lands legally known as: LT A N/S BLK 1 PL 19 Prescott, except PR177247; Prescott; PIN 681570311, Prescott, Ontario, to 9695443 Canada Inc.
2. That the Agreement of Purchase and Sale dated July 18, 2022, between 9695443 Canada Inc. and the Corporation of the Town of Prescott, and all related amendments, Notices of Fulfillment of Condition, and Waivers are hereby ratified and approved, and authorized to be signed by the Clerk.

3. That the Mayor and Clerk are hereby authorized to sign any and all other documents required to complete the sale transaction.
4. This by-law shall come into force and take effect upon final passage.
5. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are hereby rescinded.

READ AND PASSED, SIGNED AND SEALED THE 18th DAY OF JULY, 2022.

Mayor

Clerk

TOWN OF PRESCOTT LANDS
AGREEMENT OF PURCHASE AND SALE

BETWEEN:

9695443 Canada Inc.

(the "Purchaser")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWN OF PRESCOTT

(the Town")

OF THE SECOND PART

1.1 STANDARD FORM AGREEMENT

1.1.1 The Purchaser acknowledges that this is the Town's standard form of agreement of purchase and sale for industrial land. Any addition, deletion or alteration made to this agreement by the Purchaser shall be clearly shown by highlighting or strikeout and initialed by the Purchaser, failing which this agreement shall be read as though such addition, deletion or alteration had not been made.

1.2 DEFINITIONS

1.2.1 In this agreement,

"Additional Terms" shall mean those additional terms to this Agreement as set out on Schedule "C" to this Agreement and that shall form a part of this Agreement;

"Closing Date" shall mean the date more particularly described in the Table of Critical Dates on which the purchase and sale of the Lands is to be completed;

"Deposit" shall mean the sum more particularly described in Schedule "A" to be tendered with this offer on account of the Purchase Price;

"Irrevocable Date" shall mean the date more particularly described in the Table of Critical Dates until this offer to purchase is open for acceptance by the Town;

"Lands" shall mean those lands owned by the Town more particularly described in Schedule "A";

"Option to Repurchase Agreement" means the agreement between the Purchaser and Town in the form of agreement more particularly described in the Schedule "D";

“Permitted Encumbrances” means those agreements, easements, rights of way, or other restrictions, limitations, conditions or encumbrances affecting title to the Lands more particularly described in Schedule “A” that are now or will be at the Closing Date registered against title to the Lands;

“Purchase Price” shall mean the price to be paid by the Purchaser for the Lands as more particularly described in Schedule “A”;

“Purchaser’s Conditions” means those conditions as more particularly set out in Schedule “B” inserted in this agreement for the sole benefit of the Purchaser;

“Schedules” means Schedules “A”, “B”, “C” and “D” to this agreement that are to be read with and form a part hereof;

“Table of Critical Dates” means the following table of dates:

EVENT	TIMING	SECTION
Irrevocable Date	July 31, 2022	Section 1.4.1
Town delivers copy of any existing studies within its possession i.e. environmental assessment, archaeological, geotechnical studies	No later than 14 days from the date this Agreement is executed by the Purchaser	Section 1.10.1
Purchaser executes Site Plan Agreement	Maximum 24 months after Closing	Section 1.7.1
Purchaser waives Purchaser’s conditions	No later than January 31 st , 2023	Schedule “B”
Date for examining title	14 days prior to Closing date	Section 1.13.2
Closing Date	March 31, 2023.	Section 1.14
Occupancy Permit	Maximum thirty-six (36) months after Closing Date	Section 1.11.1(g)

1.3 OFFER TO PURCHASE

1.3.1 The Purchaser hereby offers to purchase the Lands from the Town for the Purchase Price.

1.4 IRREVOCABLE OFFER

1.4.1 This offer to purchase shall be irrevocable by the Purchaser and remain open for acceptance by the Town until 4:00 p.m. on the Irrevocable Date

1.4.2 If this offer to purchase is not accepted by the Town on or before 4:00 p.m. on the Irrevocable Date, it shall immediately terminate and the Purchaser shall be entitled to the return of the Deposit in full without interest or deduction.

1.5 PAYMENT OF PURCHASE PRICE

1.5.1 The Purchaser shall pay the Purchase Price as follows:

(a) the Deposit shall be tendered with this offer to purchase and shall be credited on account of the Purchase Price on the Closing Date; and

(b) the balance of the Purchase Price shall be paid on the Closing Date, subject to all usual and proper adjustments, with the day of closing apportioned to the Purchaser.

1.5.2 All payments on account of the Purchase Price shall be made in lawful money of Canada, payable to the Town, or as it may otherwise direct in writing, and shall be by bank draft or cheque certified by a chartered bank, trust company, Province of Ontario Savings Office, credit union or caisse populaire.

1.6 HARMONIZED SALES TAX ("HST")

1.6.1 The Purchaser acknowledges that this transaction is subject to HST and that such tax and any other type of value-added or sales tax payable in connection therewith shall be in addition to the Purchase Price and shall be paid by the Purchaser.

1.6.2 The Town will not collect HST if the Purchaser provides to the Town on the Closing Date a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess, remit the HST payable and file the prescribed form, and shall indemnify the Town in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.

1.7 SITE PLAN APPROVAL

1.7.1 The Purchaser agrees to file an application for site plan approval within the time prescribed on the Table of Critical Dates and to obtain site plan approval from the Town or, if necessary, from the Local Planning Appeals Tribunal on appeal:

- (a) from a refusal by the Town to grant such approval; or
- (b) in respect of any terms or conditions of any site plan approval imposed by the Town,

and to enter into a site plan agreement with the Town as a condition of site plan approval pursuant to Section 41(7) of the *Planning Act*, within the time prescribed on the Table of Critical Dates.

1.7.2 If this provision is not satisfied within the time or times prescribed on the Table of Critical Dates and if both parties do not agree in writing to an extension, the Town's Option to Re-Purchase as set out in section 1.12.1 and Schedule "D" shall be triggered; provided that the Town may agree to such reasonable requests from the Purchaser for extensions to the times prescribed above if the Town, acting reasonably, determines that the Purchaser is making a diligent effort to satisfy the condition and has been delayed for reasons beyond the Purchaser's control. This condition shall survive the completion of this transaction and cannot be waived by either party.

1.7.3 The Purchaser shall have the right at any time or times prior to the Closing Date to enter on the Lands, by itself or with its contractors or agents, to conduct at its own expense and risk such further investigations or assessments of the Lands as the Purchaser deems necessary, provided the Purchaser restores the Lands to their original condition upon completion of such investigations.

1.7.4 This provision does not merge and shall survive closing.

1.8 PURCHASER'S CONDITIONS

1.8.1 This Agreement shall be conditional on the Purchaser's Conditions being satisfied within the time and in the manner described therein. The Purchaser's Conditions are inserted for the sole benefit of the Purchaser and may be waived by the Purchaser in writing at any time. If the Purchaser fails or refuses to waive the Purchaser's Conditions approval within the time prescribed on the Table of Critical Dates, this agreement shall be at an end and the Purchaser shall be entitled to the return of the Deposit without interest or deduction and neither the Purchaser nor the Town shall have any further obligations under it.

1.9 ADDITIONAL TERMS

1.9.1 The Additional Terms set out on Schedule "C" to this Agreement shall form part of this Agreement and shall be enforceable by the parties in accordance with the terms and conditions set out therein.

1.10 TOWN'S REPRESENTATIONS AND WARRANTIES

1.10.1 The Town represents and warrants to the Purchaser as follows:

- (a) The Town has the lawful authority to sell the Lands and all Council approvals have been given and all corporate authority exists for the Town to complete the transaction in accordance with its terms;
- (b) The Town to the best of the Seller's knowledge and belief that during the period of his ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of Environment and Climate Change, to release to the Buyer, the Buyer's Agent, or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

All of the Town's representations and warranties shall survive closing.

1.11 PURCHASER'S REPRESENTATIONS AND WARRANTIES

1.11.1 The Purchaser represents and warrants to the Town as follows:

- (a) The Purchaser has inspected the Lands and agrees that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Purchaser and Town;
- (b) The Purchaser has made such inquiries and conducted such investigations as the Purchaser deems necessary and is satisfied that:
 - (i) the Purchaser's intended use of the Lands is a permitted use under the current zoning of the Lands;

- (ii) there are now or will be at such time as the Purchaser requires them such services available to the Lands having sufficient capacity as needed for the Purchaser's intended use of the Lands;
- (c) The Purchaser will be solely responsible for any present and/or future costs required to install/construct services as may be required to satisfy the Purchaser's particular needs. Further, the Purchaser expressly acknowledges that the Town shall have no obligation to improve and/or extend municipal services to the Lands and that any future installation or extension of municipal services in the area shall be determined solely at the discretion of the municipality;
- (d) The Purchaser will be solely responsible for the cost of installing/constructing/connecting any and all services related to the development of the Lands and to any subsequent building(s) constructed on the Lands;
- (e) The Purchaser will be responsible for obtaining the approval of any other utility needed to service the Lands;
- (f) The Purchaser shall submit an application to the Town for site plan approval for the Lands within the time prescribed on the Table of Critical Dates.
- (g) If the site plan is approved, the Purchaser shall substantially complete construction of a building or buildings on the Lands in accordance with the zoning for the Lands and obtain an occupancy permit therefor within thirty-six (36) months of the Closing Date;
- (h) Prior to obtaining an occupancy permit for the building or buildings, the Purchaser shall not transfer the Lands or any part thereof to any third person without the prior written consent of the Town, which consent may be arbitrarily refused unless such transfer is for the purpose of securing the Lands in favour of a *bona fide* commercial lender in connection with a builder's mortgage; and
- (i) The Purchaser shall not transfer any portion of the Lands unencumbered by a building to any third person prior to the 10-year anniversary of the date of registration of the Transfer for the Lands without the prior written consent of the Town, which consent may be arbitrarily refused.

1.11.2 All of the Purchaser's representations and warranties shall survive closing.

1.12 OPTION TO REPURCHASE AGREEMENT

1.12.1 This agreement shall be conditional on the Purchaser and Town entering into the Option to Repurchase Agreement prior to the Closing Date and the Option to Repurchase Agreement being registered against title to the Lands immediately following registration of the Transfer for the Lands from the Town to the Purchaser

with no intervening registrations or the creation of any intervening rights in the Lands. This condition is inserted for the sole benefit of the Town and may be waived by it in writing at any time prior to the Closing Date.

1.13 TITLE TO THE LANDS

1.13.1 Title to the Lands as at the Closing Date shall be good and marketable and free from encumbrances of every nature or kind, except for:

- (a) any restrictions, limitations or conditions contained in the original grant from the Crown;
- (b) any restrictions, limitations or conditions imposed by any applicable building and zoning by-laws;
- (c) any minor easements for hydro, gas, telephone or like services to the Lands;
- (d) the Option to Repurchase Agreement; and
- (e) the Permitted Encumbrances.

1.13.2 The Purchaser shall have until 4:00 p.m. on the date for examining title to the lands as prescribed on the Table of Critical Dates within which to examine the title of the Lands and to submit requisitions with respect thereto. If the Town is unable or unwilling to remove or remedy any requisition, and if the Purchaser will not waive the requisition, then this agreement, despite any intermediate acts or negotiations in respect of any such objections, shall be at an end and the Deposit shall be returned to the Purchaser without interest or deduction and neither the Town nor the Purchaser shall be liable to the other for any matter in connection with this agreement. Save as to any valid objection made within the times above limited, and except for any objection going to the root of the title of the Town, the Purchaser shall be conclusively deemed to have accepted the Town's title to the Lands.

1.13.3 The Purchaser shall not call for the production of any title deed, abstract of title, proof or evidence of title, or survey, except as may be expressly permitted or required under the terms of this agreement.

1.14 CLOSING

1.14.1 This transaction shall be completed by no later than 4:00 p.m. on the Closing Date, provided that if on such day the Registry or Land Titles Office is not open, closing shall occur on the next day thereafter on which such office is open. Upon completion, vacant possession of the Lands shall be given to the Purchaser unless otherwise provided in this agreement.

1.15 TENDER

1.15.1 Any tender of documents or money required by this agreement may be made upon either of the parties or their respective solicitors on the Closing Date.

1.16 DOCUMENT PREPARATION

1.16.1 The Transfer shall be prepared in registerable form by and at the expense of the Town. The Purchaser at the Purchaser's expense shall prepare the land transfer tax affidavit. Unless any reasonable objection to doing so is made by the Town or Town's solicitor, the Town and Town's solicitor shall complete, at the request of the Purchaser, the statements contemplated by Section 50(22) of the *Planning Act*, R.S.O. 1990, as it may be amended and renumbered from time to time.

1.17 NOTICE

1.17.1 Any notice required by or permitted to be given under this agreement shall be in writing. Any notice to the Purchaser shall be given to the Purchaser at the address or facsimile number hereafter set forth, and any notice to the Town shall be given to the Town's solicitor at the address or facsimile number hereafter set forth.

1.17.2 Any notice forwarded by mail shall, if posted in Ontario, be deemed to have been received on the fourth day, excluding Saturdays, Sundays and statutory holidays, after its post mark and any notice forwarded by facsimile shall be subject to actual receipt by the party to whom it is directed, with evidence of confirmation of transmission by the sender of such notice being sufficient evidence of receipt by the party to whom it is addressed. If transmission is completed on a Saturday, Sunday or statutory holiday, or after 5:00 P.M. on any other day, it shall be deemed to have been received on the next day which is not a Saturday, Sunday or statutory holiday.

1.18 TIME OF THE ESSENCE

1.18.1 Time shall be of the essence of this agreement provided that any day established by or pursuant to this agreement for the doing of an act by any party or by which a condition is to be satisfied which falls on a Saturday, Sunday or statutory holiday shall be extended to the next day thereafter which is not a Saturday, Sunday or statutory holiday.

1.19 PLANNING ACT

1.19.1 This Agreement shall be effective to create an interest in the property only if Town complies with the subdivision control provisions of the Planning Act by completion and Town covenants to proceed diligently at his expense to obtain any necessary consent by completion.

1.20 ENTIRE AGREEMENT

1.20.1 The parties agree that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Lands or other assets referred to herein nor is there any such representation, warranty, collateral agreement or condition which induced the Purchaser to enter into this agreement, other than expressed herein in writing. Severability.

1.21 SEVERABILITY

1.21.1 Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof.

1.22.0 AMENDMENTS

1.22.1 This Agreement may only be amended, modified or supplemented by a written agreement signed by all the parties to such agreement.

1.23.0 ASSIGNMENT

1.23.1 The Purchaser shall have the right to assign this agreement to another entity, (the "Assignee"). Upon assigning this Agreement and upon giving notice to the Town of such assignment, the Assignee shall be entitled to the benefits and subject to the liabilities of the Purchaser under this Agreement as if it were the original party executing the Agreement. The Purchaser acknowledges that it shall not be released from the Purchaser's obligations hereunder.

1.24.0 WAIVER

1.24.1 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

1.25.0 ENUREMENT

1.25.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and assigns.

Executed under seal by the Purchaser at _____, Ontario on the _____ day of _____, 20__.

9695443 Canada Inc.

Name -

Title -

I have authority to bind the corporation

The Town accepts this offer by executing the same under seal at Prescott, Ontario on the day of _____, 20__.

**THE CORPORATION OF THE TOWN OF
PRESCOTT**

Per:

Name: Brett Todd

Officer: Mayor

Name: Lindsey Veltkamp

Officer: Clerk

We have authority to bind the Corporation.

ADDRESSES FOR NOTICES

Purchaser:
9695443 Canada Inc.

Mr. Matthew Armstrong
Chief Administrative Officer
The Corporation of the Town of Prescott
360 Dibble Street West
Prescott, ON
K0E 1T0
Telephone No: 613-925-2812 ext. 6220
Facsimile No: 613-925-4381

Telephone No:
Facsimile No:

Purchaser Solicitor:

Town Solicitor:

David C. Munday
Cunningham, Swan,
Smith Robinson Building
Suite 300 – 27 Princess Street
Kingston Ontario K7L 1A3
Facsimile No: 542-9814

SCHEDULE "A"

Lands:

Frontage: _____ metres more or less

Depth: _____ metres more or less

Area: 4.72 acres more or less

Municipal Street: Boundary

Legal Description: LT A N/S BLK 1 PL 19 PRESCOTT EXCEPT PR177247;
PRESCOTT; PIN Number: 681570311

As shown highlighted on Schedule A1 to this Agreement and to be confirmed by Reference Plan of Survey, subject to such adjustments to the location of the boundaries as the Town may, acting reasonably, require.

Purchase Price: Two Hundred and forty-seven thousand dollars (\$247,000.00).

Deposit: Two Thousand Dollars (\$2,000.00), which the Purchaser acknowledges will be non-refundable, unless otherwise noted as part of this Agreement, if the Purchaser fails to complete this transaction for any reason whatsoever.

Permitted Encumbrances: *list other agreements, easements, rights of way, or other restrictions, limitations, conditions or encumbrances affecting title and surviving closing*

1. Option to Repurchase Agreement;
2. Any municipal utility easements required as a condition of site plan approval;

SCHEDULE "A1"

Property Highlighted Below



SCHEDULE "B"

Purchaser's Conditions

This Agreement is conditional on the following conditions being satisfied within the applicable time prescribed on the Table of Critical Dates:

1. This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that building permits for the construction of the intended development can be obtained. Unless the Buyer gives notice in writing to the Seller personally, or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition has been fulfilled, this Offer shall become null, and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein.
2. Buyer shall obtain all pertinent/finalized information on the current zoning bylaw and if it permits for the construction of the intended development. If current zoning is inadequate, then the Offer is conditional upon Buyer obtaining at the Buyer's expense, re-zoning of the property to permit the construction of the intended development. Both Buyer and Seller agree to proceed in a diligent manner to obtain the re-zoning. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition has been fulfilled, this Offer shall become null, and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein. The Seller agrees, upon written notice, to execute applications and all other documents required for the Buyer to change the official plan, if necessary, and to re-zone the lands to a zoning suitable to the Buyer, or to amend any by-laws, and to support such application or applications for rezoning or amending of bylaws, and to co-operate with the Buyer, in all reasonable respects, provided that the Buyer pay all costs of said re-zoning.

3. The Buyer shall have until not later than 9:00 p.m. on January 31st, 2023, to confirm all zoning and setbacks for the property is in final and binding form under the relevant zoning bylaws and official plan to permit it to develop or use the property for the construction of the intended development. If the Buyer is not so satisfied at the Buyer's sole and arbitrary discretion, the Buyer may terminate this Agreement by notice in writing delivered to the Seller personally, or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto prior to the expiry of such period and the deposit shall be returned to the Buyer in full without deduction.
4. This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition has been fulfilled, this Offer shall become null, and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein.
5. This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion, for the construction of the intended development. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests.

This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein. If the Buyer fails to provide a notice of fulfillment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

6. This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, a Phase 1 (one) Environmental test verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion, for the construction of the intended development on the land. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition is fulfilled, this Offer shall be null, and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein. If the Buyer fails to provide a notice of fulfillment of the condition or fails to waive the condition as provided above; the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the Phase 1 (one) Environmental tests.

7. This Offer is conditional upon the Buyer obtaining, at the Buyer's own expense, a Site Plan Development Agreement Approval from the town of Prescott, Ontario, United Counties of Leeds and Grenville, for the construction of the intended development. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 9:00 p.m. on January 31st, 2023, that this condition has been fulfilled, this Offer shall become null and void and the deposits shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time-period stated herein.

The Seller and Buyer agree that the Site Plan approval may need to be extended to a further date, until the Site Plan agreement is signed and satisfactory to the Buyers in their sole and absolute discretion.

For the purpose of the Purchaser satisfying itself in respect of the foregoing Purchaser's Conditions, the Town shall provide the Purchaser, its officers, employees, contractors and agents, with reasonable access to the Lands.

These conditions are inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time.

If the Purchaser fails or refuses to waive the Purchaser's Conditions within the time prescribed on the Table of Critical Dates, this agreement shall be at an end and the Purchaser shall be entitled to the return of the Deposit without interest or deduction and neither the Purchaser nor the Town shall have any further obligations under it.

SCHEDULE "C"
ADDITIONAL TERMS

None.

SCHEDULE "D"

Option to Repurchase Agreement

(For information purposes only)

THIS OPTION TO REPURCHASE AGREEMENT made this _____ day of _____, 20__

BETWEEN:

9695443 Canada Inc.

(the "Optionor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWN OF PRESCOTT

(the Town")

OF THE SECOND PART

WHEREAS the Optionor purchased from the Town those industrial lands more particularly described in Schedules "A" and "A1" to this Agreement (the "Lands");

AND WHEREAS for the purpose of selling the Lands, the Town relied on representations made by the Optionor that:

- (i) the Optionor would begin construction of a building (beginning the construction of a building means the pouring of the footings) according to a site plan approved by the Town within thirty-six (36) months from the date of purchase of the Lands described in Schedule "A" and as shown in Schedule "A1";
- (ii) the Optionor would not sell, transfer or otherwise dispose of all or any part of the Lands prior to completion of the building or buildings without the prior written consent of the Town, except for the purpose of securing the Lands in favour of a *bona fide* commercial lender in connection with a builder's mortgage;

AND WHEREAS for the purpose of securing its obligations, the Optionor has agreed to grant an option to repurchase the Lands to the Town in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree each with the other as follows:

In this agreement,

1. The Optionor hereby grants to the Town an option to repurchase the Lands (the "Option").
2. The Town may exercise the Option if:
 - (a) Within thirty-six (36) months of the date of registration of the Transfer of the Lands to the Purchaser, the Purchaser fails to begin construction of a building (beginning the construction of a building means the pouring of the footings) on the Lands for at least 2 acres of those Lands described in Schedule "A" and as shown in Schedule "A1" in accordance with an approved site plan. The thirty-six (36) months will be extended through a written request from the Purchaser if the overnight Bank of Canada rate is above 2.50%. The extension will be granted up to twelve months after the overnight Bank of Canada rate returns to 2.50%.; or
 - (b) Prior to begin construction of a building (beginning the construction of a building means the pouring of the footings) the time frame noted in subparagraphs (a), the Purchaser sells, transfers or otherwise disposes of the Lands or any part thereof to any third person without the prior written consent of the Town, except for the purpose of securing the Lands in favour of a *bona fide* commercial lender in connection with a builder's mortgage.
3. If the Town has the right to exercise the Option in accordance with Clause 2 above, it may exercise its right by written notice delivered to the Optionor and any other person who may appear from the abstract of title for the Lands to have an interest in the Lands as follows:
 - (a) If the Optionor has failed to begin construction of a building (beginning the construction of a building means the pouring of the footings) as required in sub-clause 2(a) above, at any time prior to the earlier of
 - i. the date on which construction of a building began (beginning the construction of a building means the pouring of the footings) is occurs; or
 - ii. the ten (10) year anniversary of the date of registration of the Transfer for the Lands to the Optionor; or
 - (b) In the case of a sale, transfer or other disposition of the Lands contrary to sub clause 2(d) above, at any time within 60 days from the date on which the Town is notified in writing that the Optionor has sold, transferred or otherwise disposed of the Lands.
4. The purchase price to be paid by the Town if it exercises the Option shall be an amount equal to ninety percent (90%) of the purchase price paid by the Optionor to originally acquire the Lands from the Town, pro-rated based upon the amount of acreage then remaining.

5. The purchase transaction shall close 30 days following the date the Town delivers notice exercising the Option (the "Closing Date").
6. The Town shall have the right, subsequent to delivery of notice exercising the Option to enter onto the Lands, by itself or by its agents or contractors, to conduct such environmental assessment of the Lands as the Town may, at its cost, determine necessary or prudent and, if dissatisfied with the results of such assessment, the Town shall have the right to not proceed with the purchase of the Lands.
7. The Optionor shall indemnify and save harmless the Town from any and all claims of every nature and kind which may be made against the Town whether for damages or otherwise as a result of the Lands containing as at the Closing Date any contaminant or pollutant within the meaning of the *Environmental Protection Act* (Ontario), or any other substances which may be considered hazardous or dangerous to the health of persons or to the environment under any other legislation of the Province of Ontario or Canada applicable therein. Without limiting the obligation of the Optionor aforesaid, such obligation to indemnify shall exist with respect to claims against the Town for damages to persons or property or for the costs of complying with any orders for clean-up of the Lands which may be issued under any legislation or by any Court of competent jurisdiction in respect of any contamination existing at the Closing Date. This obligation of the Optionor to indemnify the Town shall survive the Closing Date.
8. The Town shall take title to the Lands at the time of closing free of all mortgages, liens and encumbrances existing against the Lands that were registered subsequent to the registration of this Option to Repurchase Agreement; provided that the Town shall pay the Option Price,
 - (a) Firstly, on account of any unpaid property taxes, interest and penalties for the Lands
 - (b) Secondly, to all persons, other than the Optionor, having an interest in the Lands according to their priority at law; and
 - (c) Thirdly, to the Optionor.
9. The Transfer of Land shall, except for the Land Transfer Tax Affidavit, be prepared in registerable form by and at the expense of the Optionor.
10. If the Town tenders the Option Price on the Closing Date and the Optionor fails or refuses for any reason to deliver to the Town a deed to the Lands in registerable form, the Town may deposit the Option Price with the solicitors for the Town for and on behalf of and in the name of the Optionor. Upon the deposit being made, the Town shall be deemed conclusively to be the owner of the land, and the Optionor hereby irrevocably constitutes and appoints the Chief Administrative Officer of the Town as its lawful attorney to execute all deeds and other documents necessary to complete the purchase and sale of the Lands.

11. It is the intention of the parties that the foregoing rights to re-purchase in favour of the Town shall create an interest in the Lands and, despite any decision by the Town to not exercise its right at a particular time, shall continue and be binding on all subsequent owners of the land until the rights expire at the prescribed time.
12. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have entered into this agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED

in the presence of :

9695443 Canada Inc.

**THE CORPORATION OF THE TOWN OF
PRESCOTT**

Brett Todd - Mayor

Lindsey Veltkamp - Clerk

SCHEDULE "A"

Lands:

Frontage: _____ metres more or less

Depth: _____ metres more or less

Area: 4.72 acres more or less

Municipal Street: Boundary

**Legal Description: LT A N/S BLK 1 PL 19 PRESCOTT EXCEPT PR177247;
PRESCOTT; PIN Number: 681570311**

As shown highlighted on Schedule A1 to this Agreement and to be confirmed by Reference Plan of Survey, subject to such adjustments to the location of the boundaries as the Town may, acting reasonably, require.

SCHEDULE "A1"

Property Highlighted Below



**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 34-2022

A BY-LAW TO AUTHORIZE A TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND THE CORPORATION OF THE TOWN OF PRESCOTT.

Being a by-law to authorize a Transfer Payment Agreement between her Majesty The Queen in Right of Ontario as represented by the Minister of Infrastructure and the Corporation of the Town of Prescott.

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

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

WHEREAS, the Council of the Corporation of the Town of Prescott deems it expedient to enter into the Transfer Payment Agreement as supplied by the Minister of Infrastructure;

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

1. That the Mayor and CAO are hereby authorized to sign the Transfer Payment Agreement, attached hereto as Schedule A, between the Queen in Right of Ontario as represented by the Minister of Infrastructure and the Corporation of the Town of Prescott, regarding the Investing in Canada Infrastructure Program (ICIP) Green Stream – Prescott Water Tower Replacement Project.
2. That Schedule A, (the Transfer Payment Agreement), forms part of this by-law.
3. This by-law shall come into force and take effect upon final passage.
3. That any other By-Laws, resolutions or actions of the Council of the Corporation of the Town of Prescott that are inconsistent with the provisions of this By-Law are

hereby rescinded.

**READ AND PASSED, SIGNED AND SEALED THE 18th DAY OF JULY,
2022.**

Mayor

Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

CORPORATION OF THE TOWN OF PRESCOTT

(CRA# 106984776)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Infrastructure

Date

The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

CORPORATION OF THE TOWN OF PRESCOTT

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“**Aboriginal Community**” has the meaning ascribed to it in section I.1.1 (Definitions).

“**Aboriginal Consultation Record**” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“**Asset**” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“**Authorities**” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“**Bilateral Agreement**” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 **TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire

on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40.00 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that

could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:

- (i) completed to the satisfaction of the Province; and
- (ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;

- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

A.32.0 PARTNERSHIP AGREEMENT

A.32.1 Partnership Agreement. Prior to the execution of the Agreement, the Recipient will enter into a partnership agreement with the entity, if any, that is included as a partner in the Recipient's application to the Green Stream of ICIP (the "**Partner**") and will ensure that the partnership agreement addresses at a minimum the following:

- (a) The Partner's full legal name, address, location of records, and contact person;
- (b) Incorporates by reference all the terms and conditions of this Agreement mutatis mutandis, including a term whereby the Partner agrees to indemnify the Indemnified Parties in a manner consistent with section A.9.2 of Schedule "A" of this Agreement;
- (c) Sets out the amount of the respective contributions of the Partner and the Recipient towards the Project, as described in Schedule "C" of this Agreement;
- (d) Sets out the administration, management and audit arrangements that the Recipient and Partner will undertake to complete the Project;
- (e) Describes the respective roles and responsibilities of the Recipient and the Partner, including financial roles and responsibilities, reporting and accounting obligations, in a manner consistent with this Agreement; and
- (f) Requires the Partner to disclose to the Province if it applies for, will receive or has received other contributions for this Project at any time.

Upon any request by Notice from the Province, the Recipient shall forthwith provide a copy of such partnership agreement to the Province.

- A.32.2 **Partnership in Good Standing.** The Recipient shall ensure the Partner's obligations under the partnership agreement is in good standing. Where there is a breach of contract by the Partner under the partnership agreement that relates to the Project, the Province, at its sole discretion, may, by Notice, require the Recipient to recover any loss and/or damage against the Partner, that the Province suffered as a result of the breach, and the Recipient shall forthwith comply with such request.
- A32.3 **Province's Remedies.** Nothing herein shall be interpreted as preventing the Province from seeking any remedy available to it under the Agreement, at law, or in equity against the Recipient and/or the Partner as a result of a breach of contract under the partnership agreement that relates to the Project.

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE “B”
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p style="text-align: center;">Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Corporation of the Town of Prescott 360 Dibble Street West, Prescott, Ontario K0E1T0</p> <p>Attention: CAO and Treasurer</p> <p>Email: marmstrong@prescott.ca</p>

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project is for the replacement of the Prescott Water Tower in the Town of Prescott. The work includes the construction of a new elevated water tower on a new foundation with water tower support structure, elevated tank, building support and all appurtenances including piping and valving; and the demolition of the existing Prescott elevated water tower.

C.2.0 FINANCIAL INFORMATION

C.2.1 **Total Eligible Expenditures.** Total Eligible Expenditures means \$6,936,000.00, rounded to two decimal places.

C.2.2 **Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$2,311,768.80, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 **Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$2,774,400.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 **Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 **Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 **Federal Approval Date.** Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s

Pan-Canadian Framework on Clean Growth and Climate Change provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 Province's and Canada's Consent. Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,

- ii. Buildings, or
- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:
 - (i) relocating whole communities;
 - (ii.) emergency services infrastructure; or
 - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 Significant Media Inquiry. The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 Recognition of Funding Contribution. The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 Funding Recognition. Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 Permanent Plaque. Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 Notice of Sign Installation. The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 Timing for Erection of Sign. If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.

G.8.6 Size of Sign. If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents,

contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 35-2022

**A BY-LAW TO ADOPT AN ASSET MANAGEMENT PLAN FOR THE CORPORATION OF
THE TOWN OF PRESCOTT**

Being a by-law to adopt an Asset Management Plan for the Corporation of the Town of Prescott.

WHEREAS Section 11(2) of the *Municipal Act, 2001*, as amended, authorizes the Municipality to pass By-laws respecting the financial management of the municipality and its local boards; and

WHEREAS the Council of the Corporation of the Town of Prescott deems it expedient to adopt an Asset Management Plan; attached hereto as Schedule A; to address the challenges of current and emerging municipal infrastructure needs; and allow needs to be prioritized over wants; and will guide the municipality in making the best possible decisions regarding the building, operating, maintaining, renewing, replacing and disposing of infrastructure assets; with the objective being to maximize benefits, manage risk, and provide satisfactory levels of service to the public in a sustainable manner; while setting strategic priorities to optimize decision-making about when and how to proceed with investments; and

WHEREAS in 2014 Council adopted an Asset Management Plan and agreed to review the entire plan at least once each term of Council; and

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

1. The Council of the Corporation of the Town of Prescott does hereby adopt the “Asset Management Plan” attached hereto as Schedule “A”
2. Schedule “A”, attached, constitutes part of this by-law.
3. That By-Law 07-2014 being a by-law to adopt an Asset Management Plan for the Corporation of the Town of Prescott be repealed;
4. That this by-law shall take effect on the date of final passing thereof;
5. 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 18th DAY OF JULY,
2022.**

Mayor

Clerk

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 36-2022

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL
MEETING HELD ON JULY 18, 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 18th DAY OF JULY, 2022.

Mayor

Clerk