



PRESCOTT TOWN COUNCIL
AGENDA

April 6, 2021

6:00 pm

Virtual Meeting

Our Mission:

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

Pages

1. Call to Order

2. Approval of Agenda

Recommendation

That the agenda for the Council meeting of April 6, 2021, be approved as presented.

3. Declarations of Interest

4. Presentations

4.1. FolkFest 2021 - George Tierney

5. Delegations

6. Minutes of the previous Council meetings

6.1. Council Minutes - March 15, 2021

1

Recommendation

That the Council minutes of March 15, 2021, be accepted as presented.

7. Communications & Petitions

7.1. OPP Detachment Board Proposal Process

9

Recommendation

For information.

8. Consent Reports

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

RECOMMENDATION

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

8.1. Information Package (under separate cover)

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1. Staff Report 32-2021 - Cannabis License Holder Notification to Municipalities

17

Recommendation

That Council direct staff to bring the attached resolution regarding the notification of local authorities of any license issuance, amendment, suspension, reinstatement, or revocation within the municipality to the Council meeting of April 19,2021 for final review and consideration.

12.2. Staff Report 33-2021 - RiverWalk Park, Kelly's Beach, and Waterfront Trail - Project Updates

21

Recommendation

That Council direct staff to implement the improvements noted in Staff Report 33-2021 for RiverWalk Park, Kelly's Beach, and the Waterfront Trail and within the 2021 Projects Budgets approved by Council.

12.3. Staff Report 34-2021 - Dibble Street East - Road Reconstruction Project

47

Tender Results

Recommendation

That Council approve the selection of Ken Miller Excavating Ltd. for major road reconstruction of Dibble Street east from Boundary Street to Vankoughnet Street in 2021 with an estimated construction budget of \$1,560,694 for Phase 1; and

That Council approve the selection of Ken Miller Excavating Ltd. for major road reconstruction on Dibble Street east from Vankoughnet Street to Edward Street in with an estimated construction budget of \$1,048,344 for Phase 2; and

That Council provide staff direction to enter into a construction contract with Ken Miller Excavating Ltd. for the major road reconstruction on Dibble Street East from Boundary Street to Edward Street with an estimated construction budget of \$2,609,038 for the complete road project, including Phase 1 and Phase 2.

12.4. Staff Report 35-2021- Augusta & Prescott Land Development/Needs Analysis and Economic Development Request For Proposal Results

56

Recommendation

That Council approve the selection of MDB Insight to undertake the Augusta and Prescott Land Development / Needs Analysis & Economic Development Strategies at a cost of \$162,574 plus HST, to be split evenly between the Township of Augusta and the Town of Prescott and paid through the use of the Municipal Modernization Funding received from the Province of Ontario in 2019.

12.5. Staff Report 36-2021-Natural Gas Appointment and Retainer Agreement - Local Authority Services

60

Recommendation

That Council direct staff to prepare a By-law to enter into the updated agreement with the Local Authority Services for the purchase of natural gas and bring it back to the Council meeting of April 19, 2021 for further review and consideration.

13. Resolutions

13.1. Prescott Heritage Committee - Member Appointment

Recommendation

That Council appoint Joan Rupert-Barkley to the Prescott Heritage Committee for the remainder of 2021.

14. By-laws

14.1. Committee of Adjustment Appointment By-Law 79

Recommendation

That By-Law 14-2021, being a by-law to amend By-Law No. 02-2019, being a by-law to appoint members to the Committee of Adjustment for the term of Council expiring November 14, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.2. 2021 Estimates By-Law 81

Recommendation

That By-Law 15-2021, being a by-law to adopt the estimates for the sums required during the year 2021 for general purposes of 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.

14.3. 2021 Tax Ratios By-Law 84

Recommendation

That By-Law 16-2021, being a by-law to set tax ratios for the year 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.4. 2021 Tax Rates By-Law 86

Recommendation

That By-Law 17-2021, being a by-law to adopt tax rates for municipal purposes for the year 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.5. 2021 Capping Thresholds By-Law 90

Recommendation

That By-Law 18-2021, being a by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial, and multi-residential property classes for the year 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.6. Fire Safety Grant Transfer Agreement 93

Recommendation

That By-Law 19-2021, being a by-law to authorize a Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal and the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

15. New Business

16. Notices of Motion

17. Mayor's Proclamation

18. Closed Session

Recommendation

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

18.1 Approval of Closed Session Minutes

18.2 Purchase and Sale

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

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

19. Rise and Report

20. Confirming By-Law – 20-2021

110

Recommendation

That By-Law 20-2021, being a by-law to confirm the proceedings of the Council meeting held on April 6, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

21. Adjournment



**PRESCOTT TOWN COUNCIL
MINUTES**

**Monday, March 15, 2021
6:00 p.m.
Virtual Meeting**

Present	Mayor Brett Todd, Councillors Leanne Burton, Teresa Jansman, Lee McConnell, Mike Ostrander, Gauri Shankar, and Ray Young
Staff	Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Nathan Richard, Interim Director of Operations, Kaitlin Mallory, Deputy Clerk, Dana Valentyne, Economic Development Officer, and Justin St. Pierre, Digital Service Squad

1. Call to Order

Mayor Todd called the meeting to order at 6:05 p.m.

2. Approval of Agenda

Motion 65-2021: Ostrander, Young

That the agenda for the Council meeting of March 15, 2021, be approved as presented.

Carried

3. Declarations of Interest – None

4. Presentations – None

5. Delegations – None

6. Minutes of the previous Council meetings

6.1 Council Minutes - March 1, 2021

Motion 66-2021: Shankar, Ostrander

That the Council minutes of March 1, 2021, be accepted as presented.

Carried

7. Communications & Petitions – None

8. Consent Reports

Motion 67-2021: McConnell, Ostrander

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

Carried

8.1 Council Information Package (under separate cover)

1. Prescott Fire Department Report February/March 2021
2. BIA Minutes – February 9, 2021
3. Leeds, Grenville & Lanark District Health Unit Board of Health Summary – February 25, 2021
4. United Counties of Leeds and Grenville Media Release re: Council, Committee of the Whole, and Joint Services Committee highlights – March 3, 2021
5. Fire Marshal's Communiqué regarding the Ontario Fire College Training Modernization
6. Municipality of Halton resolution of support re: AMO recommendations to the Long-Term Care COVID-19 Commission
7. Norfolk County resolution of support re: Agricultural Advisory Board's letter concerning the application of the carbon tax on primary agriculture producers

8.2 Staff Report 25-2021 - 2020 Annual Drinking Water Quality Report

Recommendation:

That Council accept the 2020 Annual Drinking Water Quality Report.

Carried

8.3 Staff Report 26-2021 - Emergency Management Program

Recommendation:

For information.

9. Committee Reports – None

10. Mayor

Mayor Todd spoke to his attendance at a recent Separated Municipalities Joint Services Partners meeting with the City of Brockville and the Town of Gananoque. He referenced the Fire Services Report that came before the group and referred to EORN's successful funding application for the improvement of cellular connectivity.

11. Outside Boards, Committees and Commissions

Councillor Jansman spoke to her attendance at a recent virtual BIA meeting.

Councillor McConnell spoke to the current hours of operation at the Prescott Public Library, the programming offered by Walker House, and an upcoming meeting of the St. Lawrence Shakespeare Festival.

Councillor Ostrander spoke to the Prescott Fire Report provided in the Council Information package.

Discussion was held regarding options for presenting Fire Fighters with awards for years of service.

Councillor Shankar spoke to his attendance at the Community Awards Working Group meeting held on March 12 and referenced an upcoming Joint Collaborative Economic Task Force meeting.

Councillor Young spoke to his attendance at a Community Grant Working Group meeting held on March 9.

Mayor Todd thanked John Walsh, President and CEO of Rideau St. Lawrence Utilities, for his service and congratulated Mr. Walsh on his retirement.

12. Staff

12.1 Digital Mainstreet Presentation

Dana Valentyne, Economic Development Officer, introduced Justin St. Pierre, Digital Service Squad Member.

Mr. St. Pierre spoke to a PowerPoint presentation. A copy of the presentation is held on file. He spoke the Digital Service Squad position and provided an overview of the program. He referenced the number of businesses involved, the grants to local businesses, and the use of social marketing as well as future webinars and podcasts.

Discussion was held regarding the term future proof, the current funding available, and the success stories in Town.

12.2 Staff Report 27-2021 - Concerns with Cannabis Production Facilities

Councillor Young introduced the report.

Lindsey Veltkamp, Director of Administration/Clerk, spoke to the report. She referenced concerns voiced by other municipalities regarding the need for municipalities to be notified of local licence holders.

Discussion was held regarding recreational cannabis use, a past situation in Town involving an illegal facility, the passing of the St. Charles resolution in 2020, and potential legislative updates.

Motion 68-2021: Young, Burton

That staff be directed to prepare a report updating Council on the current regulations regarding cannabis production; and

That staff prepare a resolution of support to be brought to the Council meeting of April 6, 2021, for further discussion and consideration.

Carried

12.3 Staff Report 28-2021 - Community Grants

Motion 69-2021 – McConnell, Young

That Council approve the 2021 Community Grant payments totaling \$38,350 as outlined in Staff Report 28-2021; and

That Council approve a one-time payment to St. Lawrence Shakespeare Festival in the amount of \$6,500 for the modernization of equipment which will be supported by using the provincial modernization grant received by the Town in 2019.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He provided a break down for each request.

Discussion was held regarding the increased request from FolkFest, the number of organizations receiving funding from the Town, and the second intake for community grants later in the year.

12.4 Staff Report 29-2021-Eastern Ontario Transit Pilot Project

Motion 70-2021: Ostrander, Burton

That Council direct staff to enter into a funding agreement with the Eastern Ontario Leadership Council for the Commuter Strategy Pilot Project; and

That Council direct Staff to enter into an operating agreement with the City of Brockville, Township of Augusta, and Township of Edwardsburgh Cardinal for the Brockville to Cardinal transit route as part of the Commuter Strategy Pilot Project; and

That Council approve up to \$10,000 of modernization funding to subsidize the operations of the Commuter Pilot Project transit service during the pilot phase.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He announced that the Town had been successful in its application for funding. He stated that the pilot project would not be possible without the help of the City of Brockville.

Discussion was held regarding the duration of the project, the ability to pause the project if the COVID pandemic affects the results, the potential operating costs, and the costs of tickets.

Further discussion was held regarding monthly reviews of ridership and updating Council with any changes.

12.5 Staff Report 30-2021 - 2021 Projects Budget

Motion 71-2021: Shankar, Ostrander

That Council approve the 2021 Projects Budget as outlined in Staff Report 30-2021.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the combined project dollar amount, the increased support to the Community Improvement Program, and the status of the Dibble Street project.

Discussion was held regarding the investment and completion of projects in Town.

12.6 Staff Report 31-2021 - 2021 Operational Budget

Motion 72-2021: Young, Burton

That Council approved the 2021 Operational Budget with total revenues and expenditures of \$9,359,612, and

That Council approve the 2021 Water and Wastewater Budget with total revenues and expenditures of \$2,913,022, and

That Council approve that the final property tax payment for 2021 shall be split into two equal payments due August 31, 2021 and October 29, 2021, and

That the 2021 Estimates By-law for \$5,619,943, 2021 Tax Ratios By-law, and 2021 Capping Thresholds By-law be prepared for the Council meeting of April 6, 2021.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the increase based on the median property types, and a 0% increase to water and wastewater rates for 2021.

Discussion was held regarding the 1.25% increase, the budget process for 2021, and the accomplishments of the Town.

13. Resolutions – None

14. By-laws

14.1 Fire Chief Appointment

Motion 73-2021: Jansman, Young

That By-Law 12-2021, being a by-law to amend By-Law No. 03-2011, being a by-law to appoint a Fire Chief and Deputy Fire Chief, 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.

Council wished to thank Barry Moorhouse for his dedication to the Fire Department and welcomed Renny Rayner.

Mayor Todd requested that both Mr. Moorhouse and Mr. Rayner attend an upcoming Council meeting.

15. New Business – None

16. Notices of Motion – None

17. Mayor's Proclamation – None

18. Closed Session

Motion 74-2021: McConnell, Ostrander

That Council move into Closed Session at 7:34 p.m. to address matters pertaining to:

18.1 Approval of Closed Session Minutes; and

18.2 Board Appointments

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

18.3 Land Updates

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

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

Carried

19. Rise and Report

During the Closed Session, Council accepted the Closed Session minutes as presented on Item 18.1 – Approval of Closed Session Minutes and provided staff with direction on Item 18.2 – Board Appointments and Item 18.3 – Land Updates.

20. Confirming By-Law – 13-2021

Motion 75-2021: Burton, Young

That By-Law 13-2021, being a by-law to confirm the proceedings of the Council meeting held on March 15, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

21. Adjournment

Motion 76-2021: Ostrander, Shankar

That the meeting be adjourned to Tuesday, April 6, 2021, at 6:00 p.m.
(Time: 8:35 p.m.)

Carried

Mayor

Clerk

Solicitor General

Office of the Solicitor General

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132-2021-404
By email

March 18, 2021

Dear Heads of Council and First Nations Chiefs:

I am writing to provide you with an update on the new Ontario Provincial Police (OPP) detachment boards under the *Community Safety and Policing Act, 2019* (CSPA).

As you may remember, in February 2020, the Ministry of the Solicitor General conducted seven regional roundtable sessions across the province. Discussions at these sessions focused on new OPP-related regulatory requirements under the CSPA. Municipalities and First Nation communities receiving policing services from the OPP were invited to learn more about new OPP-related legislative and regulatory requirements and provide the ministry with feedback to inform the development of related regulatory proposals. In addition, we heard from many of you through various letters and engagement opportunities, including meetings with the Association of Municipalities of Ontario MOU Table and Rural Ontario Municipal Association about what you would like your new OPP detachment board to look like.

In response to your feedback, an OPP detachment board framework has been developed that we hope will provide municipalities and First Nation communities receiving direct and/or supplemental services from the OPP the flexibility to create a board that reflects your community and local needs.

Under this framework, municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment are being asked to submit one proposal (per detachment) indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board.

Municipalities and First Nations within a detachment are asked to work together to determine the composition of their board(s) as well as the manner in which they will submit their proposal to the ministry. For example, after determining the composition of the detachment board(s), municipalities and First Nations within a detachment area may select one municipality or First Nation to complete and submit the proposal.

.../2

Dear Heads of Council and First Nations Chiefs
Page 2

Proposals must meet base requirements set by the ministry, which include a minimum number of five members per board and a requirement that each board should be composed of 20% community representatives and 20% provincial appointees. To that end, municipalities and First Nations are not required at this time to identify the names of the individuals that will be participating on the detachment board. Rather, you are only asked to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.

To streamline and support the proposal process, the ministry has developed a digital form that can be accessed using the link included [here](#).

The ministry will work with municipalities and First Nations to obtain outstanding information/proposals and support you in submitting a completed proposal. If, however, a proposal still does not meet the minimum requirements, or a proposal is not submitted and/or if no consensus is reached on the composition of the board then the ministry will determine the composition of the detachment board.

Completed proposals are to be submitted to the ministry by **Monday, June 7, 2021**.

We recognize the significant implications that the current COVID-19 emergency has had on municipalities and First Nations across the province. To this end, in addition to the written supporting material attached here, we are also pleased to work with you directly through virtual information sessions.

If you have questions related to OPP detachment boards under the CSPA, please contact Sarah Caldwell, Director of Community Safety and Intergovernmental Policy, at sarah.caldwell@ontario.ca. If you have questions about the proposal process or would be interested in a virtual information session, please contact Joanna Reading, Senior Policy Advisor, at joanna.reading@ontario.ca

Sincerely,



Sylvia Jones
Solicitor General

Enclosures

c: Chief Administrative Officers

Municipal Clerks



CONTEXT

- Ontario passed the *Comprehensive Ontario Police Services Act, 2019* (Bill 68) and established the *Community Safety and Policing Act, 2019* (CSPA) which, once in force, will repeal the *Police Services Act, 1990* (PSA).
- Section 67 of the CSPA requires there be **an Ontario Provincial Police (OPP) detachment board, or more than one OPP detachment board**, for each detachment of the OPP that provides policing in a municipality or in a First Nation community.
- The Ministry is required to develop a regulation related to the composition of each OPP detachment board. To achieve this, the ministry has developed an “OPP Detachment Board Framework”.



FRAMEWORK

- The new **OPP Detachment Board Framework** will provide civilian governance to 326 municipalities and 43 First Nations including those that:
 - Are directly policed by the OPP;
 - Employ their own First Nations Constables but receive administrative support from the OPP; and
 - Receive “OPP Dedicated” policing (i.e. North Caribou Lake and Wapekeka First Nation).
- By enhancing civilian governance, the **OPP Detachment Board Framework** under the CSPA will:
 - Ensure each municipality and First Nation receiving OPP services and supports has an opportunity to represent their local perspectives, needs, and priorities; and
 - Provide opportunities for municipalities and First Nations to collaborate on efforts to improve community safety.

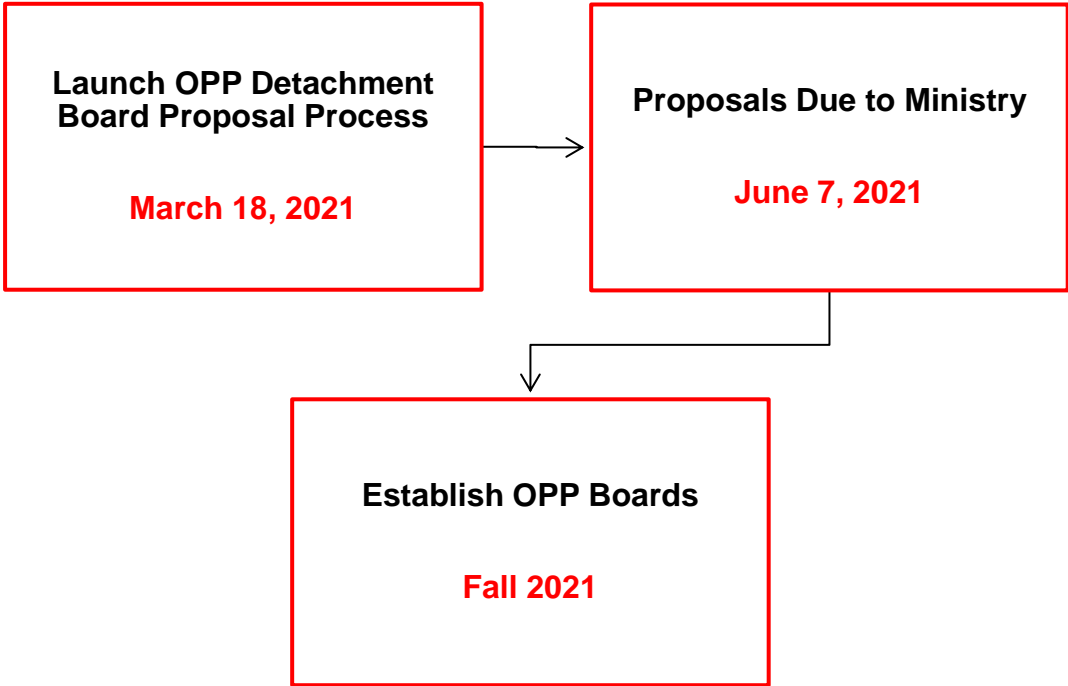


PROCESS

- To ensure the objectives of the **OPP Detachment Board Framework** are met, the ministry has developed a flexible approach that allows municipalities and First Nations to determine the preferred composition of their detachment board(s) by submitting a proposal using a digital form provided by the ministry.
 - Link to Digital Form: [OPP Board Proposal Form](#)
- Municipalities and First Nations within a detachment will be required to work together to develop and submit **one proposal** indicating the composition of their board(s). The proposal must meet the minimum composition requirements established by the ministry (**See Page 2 & Qs and As**).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board but will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- The ministry will work with each municipality and First Nation to obtain outstanding information and provide support to ensure each detachment submits a completed proposal. However, a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board(s).
- The ministry is offering virtual information sessions for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process, upon request.



TIMELINES



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OPP DETACHMENT BOARD COMPOSITION REQUIREMENTS

MINIMUM REQUIREMENTS

Minimum Size	5 members
Maximum Size	None
Community Representatives	20% Community Representation <ul style="list-style-type: none">Province to appoint community representative(s) if municipal council/band council fail to appoint representatives by joint resolution.
Provincial Appointments	20% Provincial Appointees



CONTACT INFORMATION

General Information/OPP Detachment Board Proposal Process	Community Safety and Intergovernmental Policy Branch Joanna Reading (Joanna.Reading@ontario.ca)
Civilian Governance Options for First Nations	Indigenous Engagement Unit Ashley O'Connell (Ashley.OConnell@ontario.ca)

Q1: What are the key differences between the section 10 board framework under the *Police Services Act* (1990) (PSA) and OPP detachment board framework under the *Community Safety Policing Act, 2019* (CSPA)?

A1:

- The OPP currently polices 326 municipalities. Of these, only those under a section 10 agreement have access to civilian governance. This means there are 178 municipalities that do not participate on a board and as a result do not have access to civilian governance.
- Under the CSPA, all municipalities receiving OPP policing services will have the opportunity to participate on an OPP detachment board.
- In terms of the roles and responsibilities of board members, the role of OPP detachment boards will include additional responsibilities not required for section 10 boards under the PSA (1990) such as:
 - considering any community safety and well-being plan adopted by a municipality that receives policing from the detachment;
 - establishing local policies, in consultation with the detachment commander, with respect to policing in the area receiving policing from the detachment; and
 - ensuring local action plans prepared by the detachment commander address the objectives and priorities determined by the board.
- Under the CSPA, OPP detachment board members will be required to:
 - consult with the OPP Commissioner on the selection of a detachment commander;
 - monitor the performance of the detachment commander; and
 - provide an annual report to the municipalities and band councils served by the OPP.
- OPP detachment boards will also provide a venue for the municipalities and First Nations within a detachment area to coordinate and collaborate on strategies to address common issues that is not present under the PSA.

Q2: What does the transition to the new OPP detachment board framework mean for municipalities and First Nations currently receiving policing services by the OPP?

A2:

- Until the Act comes into force, the ministry will continue to renew section 10 agreements that are set to expire in 2021.
- However once the CSPA comes into force all existing section 10 agreements will be terminated, and Section 10 boards will be dissolved.
- To do this, the ministry is committed to providing sufficient time and adequate supports to municipalities currently participating on a Section 10 board or, in the case of municipalities that receive OPP policing without a formal agreement/contract (i.e. Section 5.1 municipality), a Community Policing Advisory Committees (CPAC) as they dissolve their current board structures and transition to the new OPP detachment board model.

Q3: When will the CSPA come into force?

A3:

- The ministry is working towards the act being proclaimed in early 2022.

Q4: Which municipalities and First Nations are included in the OPP detachment board framework?

A4:

- The OPP detachment board framework provides civilian governance to the municipalities and First Nations receiving policing from OPP detachments.
- More specifically, the framework includes 326 municipalities currently policed by the OPP.
- The First Nations included in this framework include the 43 First Nations that:
 - are directly policed by the OPP (i.e., zone policing without a funding agreement);
 - employ their own First Nations Constables but receive administrative support from the OPP (i.e., “OPP-Administered” policing under the Federal First Nations Policing Program (FNPP)); and
 - receive “OPP-Dedicated” policing (i.e. Stream Two agreements under the FNPP).

Q5: What role will municipalities and First Nations have with respect to the OPP Detachment Board proposal process?

A5:

- Municipalities and First Nations in each OPP detachment area will be required to submit one proposal indicating the composition of their board and the rationale for multiple boards and the composition of each additional board, if multiple boards are being recommended.
- The ministry will only accept one proposal per detachment.
- Municipalities and First Nations within a detachment will be required to work together and determine the approach for developing and submitting their proposal to the ministry.
 - For example, after determining the composition of the detachment board(s), the municipalities and First Nations within a detachment may select one municipality or First Nation to complete and submit the proposal.

Q6: What information is the ministry requesting in the proposal form?**A6:**

- Municipalities and First Nations within a detachment area will be required to submit a proposal indicating the composition of their board(s).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board. Rather, they will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- If a municipality and/or First Nation chooses not to participate on a detachment board and forfeits their seat, they will be required to indicate this in the proposal.

Q7: Factors to consider when requesting more than one detachment board.**A7:**

- The CSPA allows an OPP detachment to establish one, or more than one, OPP detachment board.
- Detachments that are considering requesting more than one detachment board should consider factors such as:
 - Geography (e.g. distance between municipalities and First Nations);
 - Variations in population size and;
 - The number of municipalities and First Nations within an OPP detachment; and
 - Service demands (e.g. calls for service).
- However, if proposing more than one OPP detachment board, municipalities and First Nations should also consider challenges associated with recruiting board members (e.g. inability to fill vacancies) and the costs associated with operating additional boards.

Q8: Will municipalities/First Nations that are receiving policing and/or supports and services by two OPP detachments be allowed to participate on both OPP detachment boards?**A8:**

- Yes. Municipalities and First Nations that are receiving policing and/or supports and services by two OPP detachments can participate on both OPP detachment boards, or can choose to participate on only one OPP detachment board.
- Representation must be determined in collaboration with the other municipalities and First Nations within the OPP detachment, as a consensus on the composition of the OPP detachment board is required.
- Municipalities that wish to be represented on both OPP detachment boards will be required to cover the costs associated with participating on two boards (i.e. operational costs).

Q9: What is considered a “completed” proposal?**A9:**

- Each detachment will be required to complete one proposal using the digital form provided by the ministry. The link to the digital form can be found here: [Ontario Provincial Police Board \(OPP\) Proposal Form](#).
- A completed proposal must be submitted using the digital form provided by the ministry and meet the minimum composition requirements provided by the ministry.
- The ministry will work with each detachment to obtain outstanding information/proposals and support them in submitting a completed proposal.
- If however in the end if a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board.

Q10: What support will the ministry provide municipalities and First Nations throughout the OPP detachment board proposal process?**A10:**

- Virtual information sessions, led by the ministry, will be made available upon request for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process.
- If your detachment is interested in a virtual information session, or have other inquiries related to the OPP detachment board proposal process, please forward your request to the ministry to Joanna Reading via email at Joanna.Reading@ontario.ca.

Q11: What is the purpose of provincial appointments on OPP Detachment Boards?**A11:**

- Provincial appointees will provide advice to the board as public representatives whose appointments are independent of municipal/band councils.
- However, to ensure members of the detachment board are reflective of the communities they serve, the municipalities/First Nation Chief and Councils will have the ability to nominate individuals for consideration as provincial appointees.

Q12: Will the government address the current backlog in provincial appointments?**A12:**

- We know there are concerns related to the number of vacant provincial appointments and the length of time these appointments remain unfilled.
- We have made significant progress in reducing the backlog of provincial appointments. Since our government took office in 2018, we have filled approximately 124 provincial appointment vacancies on section 10 boards.
- We will continue to work with municipalities and First Nations to ensure provincial appointees are recruited and appointed in a timely manner.

Q13: Why are First Nations with Self-Administered Police Services not included in the OPP detachment board framework?**A13:**

- First Nations that receive policing from a Self-Administered First Nation Police Service (SA FNPS) are not included in the OPP detachment board framework as they are already represented on boards and/or have their own police governing authorities.
In addition, SA FNPS boards have existing relationships and alternate methods to communicate their input to the OPP with respect to supports and services the OPP provides to their communities.

Q14: Are there other civilian governance options for First Nation communities that are captured within the OPP detachment board framework?**A14:**

- As an alternative to participating on an OPP Detachment board, under the CSPA First Nations have the option to request to form a First Nation OPP Board.
- Where a First Nation or multiple First Nations has entered into an agreement with the Minister for the provision of policing and other specified services by the Commissioner, the First Nation(s) may request that the Minister constitute a First Nation OPP board.
- A First Nation OPP board would perform similar functions and responsibilities as an OPP Detachment board by providing advice and oversight over the policing services provided by the OPP to a First Nation community or communities.
 - This includes determining objectives and priorities, supporting development of the strategic plan, and advising the Detachment Commander with respect to policing provided to a First Nation community or communities.
 - A First Nation OPP board could also establish local policies, in consultation with the OPP, with respect to the detachment's provision of policing.
- Please contact Ashley O'Connell, Indigenous Engagement Unit, Ministry of the Solicitor General at Ashley.OConnell@ontario.ca for more information on requesting a First Nation OPP Board.

ADDITIONAL INFORMATION**Q15: What training will OPP detachment board members be required to complete?****A15:**

- Members cannot perform their duties or exercise any of their powers until they have successfully completed the training identified in the CSPA.
- More specifically, like all other boards and councils governed under the CSPA, OPP detachment board members will be required to successfully complete training with respect to:
 - human rights and systemic racism;
 - the diverse, multiracial and multicultural character of Ontario society;
 - the rights and cultures of Indigenous peoples; and
 - any other training prescribed by the Solicitor General.

Q16: Will municipalities be able to request enhanced OPP policing services (e.g., beyond basic “adequate and effective” policing) under the CSPA?**A16:**

- Under the CSPA, municipalities that receive policing from the OPP may enter into agreements for enhanced policing services.
- Municipalities will continue to be responsible for funding and implementing enhancements.

Q17: Once the CSPA is in force, will municipalities within a detachment receive one billing statement (i.e., a single invoice for the entire detachment)?**A17:**

- There will be no substantive changes to the billing process.
- Municipalities will continue to be billed individually.

Q18: Will there be an opportunity to provide additional feedback on other OPP-related matters for regulation?

A18:

- All OPP-related matters for regulation will be posted on the Ontario Regulatory Registry for public comment.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 32-2021

Date: April 6, 2021

From: Lindsey Veltkamp, Director of Administration/Clerk

Re: Cannabis License Holder Notification to Municipalities

Recommendation:

That Council direct staff to bring the attached resolution regarding the notification of local authorities of any license issuance, amendment, suspension, reinstatement, or revocation within the municipality to the Council meeting of April 19, 2021 for final review and consideration.

Background / Analysis:

At the Council meeting of March 1, 2021, a resolution of support was highlighted to be brought back for further discussion from the Information Package regarding Cannabis Production Facilities, the *Cannabis Act*, and Health Canada Guidelines. A report was brought to Council at the March 15 meeting providing an overview of the resolution and Council provided staff with direction to prepare a resolution of support.

Municipalities are not involved or currently consulted during the licensing process. Health Canada regulates the cultivation and processing of cannabis as well as license producers. Licensed producers are the only legal growers/producers of cannabis products in Ontario. While there are pre-licensing requirements for applicants there are concerns and situations where municipalities are not properly informed. License applicants are required to notify the municipality, the local fire authority, and the local police force prior to submitting an application for a license for cultivation. This notice must contain the address of the facility, the buildings where the cannabis related activities will be conducted, as well as other elements. This requirement should be mandatory whether the license is to cultivate, extract, or grow commercial cannabis for both medicinal and recreational use.

Municipalities have voiced concerns regarding situations where applicants do not submit a letter of notification to the required authorities and facilities are operating without the



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

municipality's knowledge. This lack of communication can cause undue risk to citizens, staff, and first responders.

Municipalities are asking that the Federal government require designated growers to notify local authorities of any license issued, amended, suspended, reinstated, or revoked, and provide dedicated communication with local governments, Police Services, and Fire Departments. Consultation with municipalities to monitor non-compliance of license holders can ensure the safety of residents, first responders, and municipal staff.

Conformance of cannabis producers, extractors, cultivators to municipal zoning by-laws and land use planning. Cannabis production will be contemplated and incorporated as part of the Official Plan and zoning bylaw review and revisions.

The notification requirements would be for commercial growers who resale cannabis for retail for medicinal or recreational use. This would not apply to individuals who are permitted to grow cannabis for personal use.

Alternatives:

None

Financial Implications:

None

Attachments:

- Draft Cannabis Resolution

Submitted by

Lindsey Veltkamp
Director of Administration/Clerk



Regular Council

Moved by:

Seconded by:

WHEREAS the Government of Canada introduced Bill C-45 (the *Cannabis Act*) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession; and

WHEREAS there is no direct communication or dedicated effort to provide a communication channel between Municipal government staff or Police Agencies for dealing with Health Canada Registrations and Licenses; and

WHEREAS there is a need for the Federal government to enact legislation to better support local governments with land use management and enforcement issues as they relate to Cannabis Production and Processing.

THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Prescott request that Health Canada:

1. Require Federal Licenses and Registration for any Licensee for growing, cultivating, extracting of cannabis to ensure local authorities are provided with notification of any license issuance, amendment, suspension, reinstatement or revocation within their region;
3. Provide dedicated communication with local governments, Fire services, and Police services;
4. Provide lawful authority to Police agencies to lay charges when registered or licenses operations grow in excess of their registration or license through Health Canada; and
5. Provide enforcement support and guidance to local municipalities for dealing with land use complaints relating to Cannabis;



AND FURTHER THAT That a copy of this resolution be sent to the Honourable Patty Hajdu, Minister of Health, Canada, Honourable Christine Elliott, Minister of Health, Ontario, MP Barrett, Leeds-Grenville-Thousand Island and Rideau Lakes, MPP Steve Clark, Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO); and municipalities in Leeds and Grenville.

		REQUESTED BY:		
		RECORDED VOTE	YES	NO
		Councillor Leanne Burton		
		Councillor Teresa Jansman		
		Councillor Lee McConnell		
CARRIED:	X	Councillor Mike Ostrander		
TABLED:		Councillor Gauri Shankar		
DEFEATED:		Mayor Brett Todd		
RECORDED VOTE:		Councillor Ray Young		

BRETT TODD, MAYOR	LINDSEY VELTKAMP, CLERK

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 33-2021

Date: April 6, 2021

From: Nathan Richard, Interim Director of Operations

RE: RiverWalk Park, Kelly's Beach, and Waterfront Trail - Project Updates

Recommendation:

That Council direct staff to implement the improvements noted in Staff Report 33-2021 for RiverWalk Park, Kelly's Beach, and the Waterfront Trail, and within the 2021 Projects Budgets approved by Council.

Background:

Council has approved the budgets to improve several of the public spaces and amenities along the waterfront in Prescott.

The following three areas are reviewed in the report:

- Kelly's Beach expansion, retaining wall upgrades, and stairs to the beach
- RiverWalk Park gardens
- Heritage River Trail

Analysis:

Kelly's Beach

Kelly's Beach on the St. Lawrence River is a frequently used public amenity in the summertime and is conveniently located adjacent to the public outdoor pool and the new splash pad. The existing retaining wall was constructed over a dozen years ago and is failing at the bottom due to high water levels and rain events. Many of the stones are degrading and dangerous. Staff are proposing the reconstruction of the west and

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

east retaining walls of the beach. The reconstruction would include the use of natural stone for the retaining wall while adding seating as a feature of the wall. Attachment A has the proposed improvements of the beach along with examples of this stone style. The wall will also be rebuilt slightly further to the west providing a small expansion of the beach footprint, without disturbing a storm sewer pipe nearby, to allow more space on the beach.

There will also be a set of stone steps leading into the water/beach area at the most southern end of the wall. Large flat, smooth rocks will be placed as steps at end of retaining wall on west side to allow access to the beach & water from grassed area in Centennial Park. The rock wall and stairs design as well as labour and equipment will be 90% completed internally by Town operations staff.

An aluminum ramp will be installed further south along the shoreline to provide an additional point of access to the river from the grassed area in Centennial Park which will be closer to the pool and splash pad. The ramp will be 20 feet long and 5 feet wide and will have a gentle angle coming into the river. The ramp will be removed and placed in safe storage in the fall to reduce ice damage.

The installation of a dock for non-motorized watercraft for canoes, kayaks, and swimmers was discussed for the Kelly's Beach area. Due to the lack of water depth, river wave action, and proximity to the shipping channel / Coast Guard, more investigation is required and will come back for Council's consideration at a future meeting.

The budget for the Kelly's Beach expansion and retaining wall upgrades is estimated to be \$10,000 for the west wall and stairs, and \$6,000 for the east wall. The estimated cost for the aluminum ramp cost is \$8,000, for a total budget of \$24,000 for the Kelly's Beach improvements.

RiverWalk Park Gardens

RiverWalk Park is a central park to downtown Prescott. Many small shrubs and bushes were planted when the park was constructed a few years ago. This year, based on Council's direction, staff is proposing the addition of a total of 40 new trees / shrubs / bushes to the park. The addition of the new greenery will enhance the dimension of the existing plants by adding more volume, height, and colour. The plants chosen will bloom at different times of the year and provide a variation of colours as they bloom and fade in the fall.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

The budget for the trees and shrubs for the Riverwalk Park gardens is estimated to be approximately \$7,000. See Attachment B for the proposed types of trees and shrubs as well as suggested placement.

A Staff Report will be brought to a future Council meeting to provide shade options for RiverWalk Park and Centennial Park.

Heritage River Trail

The trails along the waterfront are used extensively during all seasons of the year and more frequently in the summer months with visitors and boaters. Although the Heritage River Trail on the east side of the Town is paved, much of this paved trail was constructed on earth that was not well compacted and built on material with voids underneath it.

Several sections of the trail have required asphalt repair, multiple times, in the past decade. One section in the middle of the trail, that is about 150 feet in length, has received several asphalt patches, yet continues to sink and requires maintenance. Staff are proposing to remove this section of asphalt in its entirety and subject to Parks Canada approval, 1 to 2 feet of material beneath it. A few loads of new gravel will be placed and compacted. The top layer will be a mix of stone dust with portland cement which will keep it smooth and the dust down in dryer summer months. The intent would be to leave this section as gravel for the year and monitor for depressions in the earth from usage and rain events.

There is an additional area by the Rotary Pavilion where surface water collects and freezes in the winter and spring months. Staff will be reviewing the option of adding a small catch basin in this area to lead water straight down, directly into an existing storm sewer that outlets to the river.

The budget for these repairs in 2021 is estimated to be approximately \$4,000. In 2022, if the ground is satisfactory to lay asphalt on top of the gravel path, the cost for would be approximately \$6,000.

Alternatives



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

Council could defer these infrastructure projects to a future year, which is not recommended due to the poor pavement condition and the noted deficiencies in the underground infrastructure.

Financial Implications:

The Kelly's Beach Expansion, retaining wall upgrades, and ramp to the river beach area are to be funded by the Fiscal Policy Reserve. The capital project budget of \$25,000 was approved by Council for 2021 in the Community, Development, Recreation, Leisure and Culture category of the Strategic Plan Alignment.

RiverWalk Park Garden upgrades are to be funded by the Fiscal Policy Reserve. The capital project budget of \$15,000 was approved by Council for 2021 in the Economic Development – Downtown Reinvigoration category of the Strategic Plan Alignment, which includes trees for RiverWalk Park and King Street.

Heritage River Trail Pathway renovation will be funded by the COVID Infrastructure Grant. The capital project budget of \$10,000 was approved by Council for 2021 in the Infrastructure, Recreation Facilities and Assess category of the Strategic Plan Alignment.

Environmental Implications:

All efforts will be made by staff and contractors to reduce greenhouse gas emissions on the projects and re-utilize / recycle materials whenever possible.

Attachments:

Attachment A - Kelly's Beach Expansion, Retaining Wall Upgrades and Stairs to Beach
Attachment B - RiverWalk Park Trees and Shrubs Improvements 2021

Submitted by

Nathan Richard, Interim Director of Operations

Kelly's Beach Expansion, Retaining Wall Upgrades and Stairs to Beach



RiverWalk Park Trees and Shrubs 2021



Qty 1



Qty 1



Qty 1



Qty 4



Qty 20



LIGHT FIXTURE -
REFER TO ELECTRICAL



Qty 2



Qty 5



Qty 1



Qty 2



Qty 2



Wine and Roses® Weigela

Weigela florida 'Alexandra'

Height: 5 feet

Spread: 5 feet

Sunlight: ○

Hardiness Zone: 6a

Description:

A flamboyant new spring-flowering shrub, featuring rosy-pink trumpet-shaped flowers held over deep wine-colored foliage, attracts hummingbirds; a relatively compact shrub, ideal for garden detail use; needs full sun

Ornamental Features

Wine and Roses Weigela features showy clusters of hot pink trumpet-shaped flowers along the branches in late spring. It has attractive deep purple foliage throughout the season. The pointy leaves are highly ornamental and turn an outstanding brick red in the fall. The fruit is not ornamentally significant.

Landscape Attributes

Wine and Roses Weigela is a multi-stemmed deciduous shrub with an upright spreading habit of growth. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This shrub will require occasional maintenance and upkeep, and should only be pruned after flowering to avoid removing any of the current season's flowers. It is a good choice for attracting hummingbirds to your yard. It has no significant negative characteristics.

Wine and Roses Weigela is recommended for the following landscape applications;

- Accent
- Mass Planting
- Hedges/Screening
- General Garden Use



Wine and Roses Weigela flowers
Photo courtesy of NetPS Plant Finder



Wine and Roses Weigela
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Wine and Roses Weigela will grow to be about 5 feet tall at maturity, with a spread of 5 feet. It tends to fill out right to the ground and therefore doesn't necessarily require facer plants in front, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for approximately 30 years.

This shrub should only be grown in full sunlight. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments. This is a selected variety of a species not originally from North America.

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Grace Smokebush

Cotinus 'Grace'

Height: 15 feet

Spread: 20 feet

Sunlight: ○

Hardiness Zone: 5a

Other Names: Smoketree

Description:

An excellent large garden shrub valued for its brilliant orange and red fall foliage, large flowers and pink inflorescences which produce a fuzzy, smoky appearance throughout summer, hence the name; a very large shrub, use accordingly

Ornamental Features

Grace Smokebush features airy panicles of yellow flowers with coral-pink stalks at the ends of the branches from early to late summer. It has bluish-green foliage which emerges brick red in spring. The round leaves turn an outstanding red in the fall. The fruit is not ornamentally significant.

Landscape Attributes

Grace Smokebush is a multi-stemmed deciduous shrub with an upright spreading habit of growth. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This shrub will require occasional maintenance and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.



Grace Smokebush in bloom
Photo courtesy of NetPS Plant Finder



Grace Smokebush flowers
Photo courtesy of NetPS Plant Finder

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Grace Smokebush is recommended for the following landscape applications;

- Accent
- Mass Planting
- General Garden Use

Planting & Growing

Grace Smokebush will grow to be about 15 feet tall at maturity, with a spread of 20 feet. It tends to be a little leggy, with a typical clearance of 3 feet from the ground, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 40 years or more.

This shrub should only be grown in full sunlight. It is very adaptable to both dry and moist locations, and should do just fine under average home landscape conditions. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments, and will benefit from being planted in a relatively sheltered location. This particular variety is an interspecific hybrid.



Grace Smokebush in fall
Photo courtesy of NetPS Plant Finder

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Crimson Frost Birch

Betula 'Crimson Frost'

Height: 40 feet

Spread: 25 feet

Sunlight: ○ ●

Hardiness Zone: 4a

Description:

An amazing hybrid of birch with deep purple leaves and the famous white bark; a spectacular accent tree with a loose, open habit and fine, slightly pendulous branchlets, use sparingly in the landscape to bring attention to it

Ornamental Features

Crimson Frost Birch has attractive deep purple foliage which emerges burgundy in spring. The pointy leaves are highly ornamental and turn an outstanding burgundy in the fall. Neither the flowers nor the fruit are ornamentally significant. The peeling white bark is extremely showy and adds significant winter interest.

Landscape Attributes

Crimson Frost Birch is a deciduous tree with a shapely oval form. Its relatively fine texture sets it apart from other landscape plants with less refined foliage.

This is a relatively low maintenance tree, and should only be pruned in summer after the leaves have fully developed, as it may 'bleed' sap if pruned in late winter or early spring. It has no significant negative characteristics.

Crimson Frost Birch is recommended for the following landscape applications;

- Accent
- Shade



Crimson Frost Birch
Photo courtesy of NetPS Plant Finder



Crimson Frost Birch foliage
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Crimson Frost Birch will grow to be about 40 feet tall at maturity, with a spread of 25 feet. It has a low canopy with a typical clearance of 3 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 40 years or more.

This tree does best in full sun to partial shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is somewhat tolerant of urban pollution. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This particular variety is an interspecific hybrid.

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North Pole® Arborvitae

Thuja occidentalis 'Art Boe'

Height: 15 feet

Spread: 5 feet

Sunlight: ☐ ☒

Hardiness Zone: 3a

Other Names: Eastern White Cedar

Description:

A narrow, columnar evergreen tree with dark green foliage that holds its color in winter; makes an excellent articulation shrub or screen; pruning is not usually needed; very hardy, best with some sun, protect from drying winds

Ornamental Features

North Pole Arborvitae has dark green foliage. The scale-like leaves remain dark green throughout the winter. Neither the flowers nor the fruit are ornamentally significant.

Landscape Attributes

North Pole Arborvitae is a multi-stemmed evergreen shrub with a narrowly upright and columnar growth habit. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance shrub. When pruning is necessary, it is recommended to only trim back the new growth of the current season, other than to remove any dieback. It has no significant negative characteristics.

North Pole Arborvitae is recommended for the following landscape applications;

- Accent
- Vertical Accent
- Hedges/Screening
- Windbreaks and Shelterbelts

Planting & Growing

North Pole Arborvitae will grow to be about 15 feet tall at maturity, with a spread of 5 feet. It has a low canopy, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 50 years or more.



North Pole Arborvitae
Photo courtesy of NetPS Plant Finder

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This shrub does best in full sun to partial shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is somewhat tolerant of urban pollution, and will benefit from being planted in a relatively sheltered location. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This is a selection of a native North American species.

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Robin Hill Serviceberry
Amelanchier x grandiflora 'Robin Hill'

Height: 20 feet
 Spread: 15 feet
 Sunlight: ☉ ●
 Hardiness Zone: 4a

Description:

A choice small landscape tree with pinkish-white flowers in early spring and excellent fall colors; a versatile three-season plant for smaller home landscapes

Ornamental Features

Robin Hill Serviceberry is bathed in stunning clusters of shell pink flowers rising above the foliage in early spring, which emerge from distinctive pink flower buds before the leaves. It has dark green foliage throughout the season. The oval leaves turn an outstanding tomato-orange in the fall. It produces blue berries from late spring to early summer. The smooth gray bark adds an interesting dimension to the landscape.

Landscape Attributes

Robin Hill Serviceberry is an open multi-stemmed deciduous tree with a more or less rounded form. Its relatively fine texture sets it apart from other landscape plants with less refined foliage.

This is a relatively low maintenance tree, and is best pruned in late winter once the threat of extreme cold has passed. It is a good choice for attracting birds to your yard, but is not particularly attractive to deer who tend to leave it alone in favor of tastier treats. It has no significant negative characteristics.

Robin Hill Serviceberry is recommended for the following landscape applications;



Robin Hill Serviceberry in bloom
 Photo courtesy of NetPS Plant Finder



Robin Hill Serviceberry flowers
 Photo courtesy of NetPS Plant Finder

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- Accent
- Shade
- General Garden Use

Planting & Growing

Robin Hill Serviceberry will grow to be about 20 feet tall at maturity, with a spread of 15 feet. It has a low canopy with a typical clearance of 4 feet from the ground, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 40 years or more.

This tree does best in full sun to partial shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is somewhat tolerant of urban pollution. This particular variety is an interspecific hybrid.



Robin Hill Serviceberry in fall
Photo courtesy of NetPS Plant Finder

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Vanilla Strawberry™ Hydrangea

Hydrangea paniculata 'Renhy'

Height: 6 feet

Spread: 6 feet

Sunlight: ○ ● ●

Hardiness Zone: 3b

Description:

Wonderful white panicles turn to raspberry pink over the summer; a bold and audacious shrub that produces endless reams of massive and dense conical flower clusters at the ends of the branches; long-lasting blooms

Ornamental Features

Vanilla Strawberry Hydrangea features bold conical white flowers at the ends of the branches from mid summer to late fall. The flowers are excellent for cutting. It has green foliage throughout the season. The pointy leaves do not develop any appreciable fall colour. The fruit is not ornamentally significant.

Landscape Attributes

Vanilla Strawberry Hydrangea is a multi-stemmed deciduous shrub with an upright spreading habit of growth. Its relatively coarse texture can be used to stand it apart from other landscape plants with finer foliage.

This shrub will require occasional maintenance and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. It has no significant negative characteristics.

Vanilla Strawberry Hydrangea is recommended for the following landscape applications;

- Accent
- Mass Planting
- General Garden Use



Vanilla Strawberry Hydrangea
flowers
Photo courtesy of NetPS Plant Finder



Vanilla Strawberry Hydrangea flowers
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Vanilla Strawberry Hydrangea will grow to be about 6 feet tall at maturity, with a spread of 6 feet. It tends to be a little leggy, with a typical clearance of 1 foot from the ground, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 40 years or more.

This shrub performs well in both full sun and full shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This is a selected variety of a species not originally from North America.



Vanilla Strawberry Hydrangea in bloom
Photo courtesy of NetPS Plant Finder

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Royal Star Magnolia

Magnolia stellata 'Royal Star'

Height: 12 feet

Spread: 12 feet

Sunlight: ☐ ☒

Hardiness Zone: 4a

Description:

An ideal accent tree for smaller home landscapes, features extremely fragrant star-shaped snow-white flowers in early spring, compact, upright growing and multi-stemmed, fast growing; considered the hardiest magnolia of all

Ornamental Features

Royal Star Magnolia is smothered in stunning fragrant white star-shaped flowers with yellow eyes at the ends of the branches in early spring before the leaves. It has dark green foliage throughout the season. The pointy leaves turn coppery-bronze in fall. The fruits are showy pink pods displayed in early fall.

Landscape Attributes

Royal Star Magnolia is a dense multi-stemmed deciduous shrub with an upright spreading habit of growth. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance shrub, and should only be pruned after flowering to avoid removing any of the current season's flowers. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.

Royal Star Magnolia is recommended for the following landscape applications;

- Accent
- Mass Planting
- Hedges/Screening
- General Garden Use



Royal Star Magnolia flowers
Photo courtesy of NetPS Plant Finder



Royal Star Magnolia in bloom
Photo courtesy of NetPS Plant Finder

ROBSON PRODUCTION SALES YARD & HEAD OFFICE

656 Robson Road
Waterdown, Ontario L8B 1H1
TEL: (905) 689-7433
Email: sales@connor.ca

TRENTON

RR#2, 956A Old Highway #2
Trenton, Ontario K8V 5P5
TEL: (613) 392-0402
Email: trentonsales@connor.ca



Planting & Growing

Royal Star Magnolia will grow to be about 12 feet tall at maturity, with a spread of 12 feet. It has a low canopy with a typical clearance of 3 feet from the ground, and is suitable for planting under power lines. It grows at a slow rate, and under ideal conditions can be expected to live for 80 years or more.

This shrub does best in full sun to partial shade. It requires an evenly moist well-drained soil for optimal growth, but will die in standing water. It is not particular as to soil type, but has a definite preference for acidic soils. It is quite intolerant of urban pollution, therefore inner city or urban streetside plantings are best avoided, and will benefit from being planted in a relatively sheltered location. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This is a selected variety of a species not originally from North America.

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Phantom Hydrangea

Hydrangea paniculata 'Phantom'

Height: 10 feet

Spread: 10 feet

Sunlight: ○ ● ●

Hardiness Zone: 3b

Description:

A bold and audacious shrub that produces endless reams of massive and dense conical flower clusters at the ends of the branches, probably the fullest flower heads of the panicle hydrangeas; a rather coarse shrub, benefits from a regular pruning

Ornamental Features

Phantom Hydrangea features bold conical white flowers at the ends of the branches from mid summer to late fall. The flowers are excellent for cutting. It has green foliage throughout the season. The pointy leaves do not develop any appreciable fall colour. The fruit is not ornamentally significant.

Landscape Attributes

Phantom Hydrangea is a multi-stemmed deciduous shrub with an upright spreading habit of growth. Its relatively coarse texture can be used to stand it apart from other landscape plants with finer foliage.

This shrub will require occasional maintenance and upkeep, and is best pruned in late winter once the threat of extreme cold has passed. It has no significant negative characteristics.

Phantom Hydrangea is recommended for the following landscape applications;

- Accent
- Mass Planting
- General Garden Use



Phantom Hydrangea in bloom
Photo courtesy of NetPS Plant Finder



Phantom Hydrangea flowers
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Phantom Hydrangea will grow to be about 10 feet tall at maturity, with a spread of 10 feet. It tends to be a little leggy, with a typical clearance of 2 feet from the ground, and is suitable for planting under power lines. It grows at a medium rate, and under ideal conditions can be expected to live for 40 years or more.

This shrub performs well in both full sun and full shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This is a selected variety of a species not originally from North America.

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Upright Colorado Spruce

Picea pungens 'Fastigiata'

Height: 40 feet

Spread: 15 feet

Sunlight: ○

Hardiness Zone: 2b

Other Names: Blue Colorado Spruce; Colorado Blue Spruce

Description:

An unmistakable tree for sure, featuring bright blue needles on a narrowly upright and columnar form, branches forking upwards at a sharp angle; best used as an accent, for adding dynamic interest to the skyline or for smaller home landscapes

Ornamental Features

Upright Colorado Spruce has attractive bluish-green foliage which emerges blue in spring. The needles are highly ornamental and remain bluish-green throughout the winter. Neither the flowers nor the fruit are ornamentally significant. The rough gray bark adds an interesting dimension to the landscape.

Landscape Attributes

Upright Colorado Spruce is a dense evergreen tree with a strong central leader and a narrowly upright and columnar growth habit. Its average texture blends into the landscape, but can be balanced by one or two finer or coarser trees or shrubs for an effective composition.

This is a relatively low maintenance tree. When pruning is necessary, it is recommended to only trim back the new growth of the current season, other than to remove any dieback. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.

Upright Colorado Spruce is recommended for the following landscape applications;

- Accent
- Vertical Accent
- Windbreaks and Shelterbelts



Upright Colorado Spruce
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Upright Colorado Spruce will grow to be about 40 feet tall at maturity, with a spread of 15 feet. It has a low canopy with a typical clearance of 3 feet from the ground, and should not be planted underneath power lines. It grows at a slow rate, and under ideal conditions can be expected to live for 80 years or more.

This tree should only be grown in full sunlight. It is very adaptable to both dry and moist growing conditions, but will not tolerate any standing water. It is considered to be drought-tolerant, and thus makes an ideal choice for xeriscaping or the moisture-conserving landscape. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments. This is a selection of a native North American species.

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Parkland Pillar Japanese White Birch

Betula platyphylla 'Jefpark'

Height: 30 feet

Spread: 6 feet

Sunlight: ☐ ☒

Hardiness Zone: 3a

Other Names: Asian White Birch

Description:

An attractive variety, selected for its dense, columnar form; tightly branched, deep green foliage turns golden in fall; smooth, pure white bark for winter interest; great for skyline articulation or screening

Ornamental Features

Parkland Pillar Japanese White Birch has dark green foliage throughout the season. The serrated pointy leaves turn an outstanding gold in the fall. Neither the flowers nor the fruit are ornamentally significant. The smooth white bark is extremely showy and adds significant winter interest.

Landscape Attributes

Parkland Pillar Japanese White Birch is a dense deciduous tree with a strong central leader and a narrowly upright and columnar growth habit. Its relatively fine texture sets it apart from other landscape plants with less refined foliage.

This is a relatively low maintenance tree, and should only be pruned in summer after the leaves have fully developed, as it may 'bleed' sap if pruned in late winter or early spring. Deer don't particularly care for this plant and will usually leave it alone in favor of tastier treats. It has no significant negative characteristics.

Parkland Pillar Japanese White Birch is recommended for the following landscape applications;

- Accent
- Vertical Accent
- Hedges/Screening



Parkland Pillar Japanese White Birch
Photo courtesy of NetPS Plant Finder



Parkland Pillar Japanese White Birch
in fall
Photo courtesy of NetPS Plant Finder

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Planting & Growing

Parkland Pillar Japanese White Birch will grow to be about 30 feet tall at maturity, with a spread of 6 feet. It has a low canopy with a typical clearance of 2 feet from the ground, and should not be planted underneath power lines. It grows at a fast rate, and under ideal conditions can be expected to live for 40 years or more.

This tree does best in full sun to partial shade. It prefers to grow in average to moist conditions, and shouldn't be allowed to dry out. It is not particular as to soil type or pH. It is highly tolerant of urban pollution and will even thrive in inner city environments. Consider applying a thick mulch around the root zone in winter to protect it in exposed locations or colder microclimates. This is a selected variety of a species not originally from North America.

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		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 34-2021

Date: April 6, 2021

From: Nathan Richard, Interim Director of Operations

RE: Dibble Street East – Road Reconstruction Project Tender Results

Recommendation:

That Council approve the selection of Ken Miller Excavating Ltd. for major road reconstruction of Dibble Street east from Boundary Street to Vankoughnet Street in 2021 with an estimated construction budget of \$1,560,694 for Phase 1; and

That Council approve the selection of Ken Miller Excavating Ltd. for major road reconstruction on Dibble Street east from Vankoughnet Street to Edward Street in with an estimated construction budget of \$1,048,344 for Phase 2; and

That Council provide staff direction to enter into a construction contract with Ken Miller Excavating Ltd. for the major road reconstruction on Dibble Street East from Boundary Street to Edward Street with an estimated construction budget of \$2,609,038 for the complete road project, including Phase 1 and Phase 2.

Background:

As presented to Council on January 29, 2021, Dibble Street east and East Street have been identified as being at the top of the priority list for major street reconstruction for several years. The sanitary and storm sewers were inspected via video camera and the pipes in most need of attention were the pipes along Dibble Street east.

Reconstruction of the streets within the Town are categorized as Infrastructure Improvement under the Strategic Plan Alignment. Funding of this capital project will be from the Infrastructure Reserve and the Federal Gas Tax Funding.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

The only portion of Dibble Street east that has a storm sewer connected to the stormwater network, runs between Edward Street and East Street and is in fair condition; the remainder of Dibble Street east does not have storm sewers that are connected into the stormwater network. To alleviate storm surge pressure on the wastewater treatment plant, it is being recommended that a new storm sewer, connected to the stormwater network, be installed the length of Dibble Street east.

The pavement condition survey completed in the fall of 2019 rated the full length of Dibble Street East as being in poor condition.

EVB recommended that the first phase of the construction project be between Boundary Street and Vankoughnet Street. This section of the Dibble Street is considered Phase 1 of the reconstruction project and will address the infrastructure that requires immediate attention on the surface and in the pipes below the ground. Reconstruction will provide separated storm sewers from sanitary sewers which helps to alleviate the pressure of storm surges entering the wastewater collection system and unnecessarily taking up capacity at the wastewater treatment plant. The sewer separation of storm and sanitary pipes is a critical consideration of the planning for road reconstruction prioritization.

The scope of work of the road reconstruction project for Phase 1 and Phase 2 includes:

- Replacement of existing watermain along Dibble Street east in a like for like manner, including hydrants, appurtenances and services installed to property lines;
- Replacement of existing sanitary sewer along Dibble Street east in a like for like manner, including sanitary maintenance holes and services installed to property lines;
- Approximately Forty (40) homes will have new water and sanitary lateral lines installed to the property line;
- New storm sewer pipes to be installed along Dibble Street east including new storm maintenance holes and new services installed to property lines;
- Removal of existing and installation of new roadway granular material, roadway asphalt, and concrete curbs;
- Removal of existing concrete sidewalks and installation of one new 1.5m wide concrete sidewalk located on the north side of the road as detailed in the attached typical cross-section;

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

- The existing sidewalks are too narrow to conform to AODA requirements and the existing road alignment, utilities, and existing property boundaries are such that the installation of two sidewalks creates interferences with the existing infrastructure. The installation of one sidewalk on the north side of Dibble Street east will allow for sidewalks that meet current standards in terms of width, slope, and intersection compatibility. On January 29, Council approved that only one sidewalk be installed from Boundary Street and to Vankoughnet Street of this residential road reconstruction project. Minimum maintenance standards for sidewalks continue to become more stringent requiring more maintenance during winter months and more regular upkeep on sidewalks in general. Not only would adding the second sidewalk significantly increase construction cost, but it will also increase the operation and maintenance of the sidewalks annually. It is the opinion of staff and EVB Engineering that the pedestrian traffic does not warrant a second sidewalk. The design has been completed and tendered as such, and there would be re-design work required to re-introduce a second sidewalk.

The proposed road cross section design is shown on Attachment A. This has a road width of 8.0 meters and sidewalks being 1.5 meters wide and another 1.5 meters for concrete curb / gutters. The existing road width from Vankoughnet Street to Edward Street varies greatly and has hydro poles in the street. By reducing one sidewalk, this allows the hydro poles to be protected with a curb and improves the overall safety of the road for motorists and improves snow clearing activities.

Typically, new construction and reconstruction of local residential streets in many municipalities are being completed with one (1) or no sidewalks to alleviate future municipal maintenance and replacement commitments. Some observations in other cities such as London, Ontario, in March 2021 are such that the public with mobility issues require wheelchairs and walkers are indicating, and even creating petitions, that they want the City to remove all sidewalks from reconstructed road designs as the sidewalks actually create more barriers, not less. Stating that "Sidewalks can be uneven, built with a slope, icy and inaccessible in the winter. They do not provide accessibility for people with mobility challenges". They are indicating that no sidewalks in a street cross section design is a greater benefit to those with accessibility needs.

A public information meeting for the Dibble Street east project will be held to present the design to members of the public, to provide information about the project, and gather concerns that can be addressed throughout the construction process. Information will be circulated to senior approving authorities such as the Ministry of Environment, Conservation and Parks, and natural gas and electric utilities.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

Submissions:

Six (6) Tenders were received on March 24, 2021 by EVB Engineering, on behalf of the town of Prescott, for the project.

The Tender results are as follows in the order in which they were ranked based on the price.

Request for Proposal: **Tender for Road Reconstruction of Dibble Street East**
 EVB Project No.: **18190**
 Issue Date: **March 10, 2021**
 Closing Date: **March 24, 2021**

Civil Contractor	Total Tender Amount
1 Ken Miller Excavating Ltd.	\$2,609,038
2 Cornwall Gravel Co. Ltd.	\$2,665,642
3 Clarence McDonald Excavation Ltd.	\$2,961,130
4 K. Mulrooney Trucking Ltd.	\$3,097,554
5 Corcoran Excavating Ltd.	\$4,638,467
6 Coco Paving Inc.	\$4,771,924

Analysis:

All submissions met the mandatory requirements set out within the Tender request.

The tender submitted by Ken Miller Excavating Ltd. was the lowest tender, and the tender submission was deemed to be complete. The tender from Ken Miller Excavating is competitively priced and reflective of the scope of work, therefore ranks the highest

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

and is being recommended to Council as the contractor to be awarded the contract for the project.

Phase 1 of the project (Boundary to Vankoughnet) is estimated to start in April 2021 and be completed by October 31, 2021 and Phase 2 (Vankoughnet to Edward) would start in April 2022 and be completed by September 30th, 2022.

Alternatives:

Council could defer this infrastructure project to a future year, which is not recommended due to the poor pavement condition and the noted deficiencies in the underground infrastructure. Council could approve Phase 1 and not Phase 2; however, a future tender process would need to be initiated and estimated costs may be higher in the future.

Financial Implications:

Overall Project - The total cost of the road reconstruction project for full length of Dibble Street: Dibble Street east (Boundary to Edward) including civil contractor and engineering oversight is estimated to be approximately \$2,946,720, for a total of 691 meters of road.

Funding of this capital project will be from the Water and Wastewater Reserves and the Federal Gas Tax Funding.

Phase 1 has an estimated budget of \$1,763,303 which will be funded by Federal Gas tax in the amount of \$750,000 and Water and Wastewater Reserves in the amount of \$1,013,303 in 2021.

Phase 2 has an estimated budget of \$1,183,417 which will be funded by Federal Gas tax (2022 allocation and one-time allocation increase in 2021) in the amount of \$500,000 and Waste and Wastewater Reserves in the amount of \$683,417 in 2022.

Environmental Implications:



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

All efforts will be made to re-use clean soils removed from the Dibble Street excavation on other Town properties as clean fill, such as on Development Drive. Sidewalk panels removed from the project will also be placed as fill on Town properties to reduce the distance for trucking. Bedrock removed from the site will also be recycled as reconstruction material at the shoreline or placed as fill on other properties.

These large material reuse efforts will reduce the overall greenhouse gas emissions from the project by reducing fuel emissions from dump trucks.

Attachments:

Attachment A - Dibble Street East Project Road Cross Section Detail

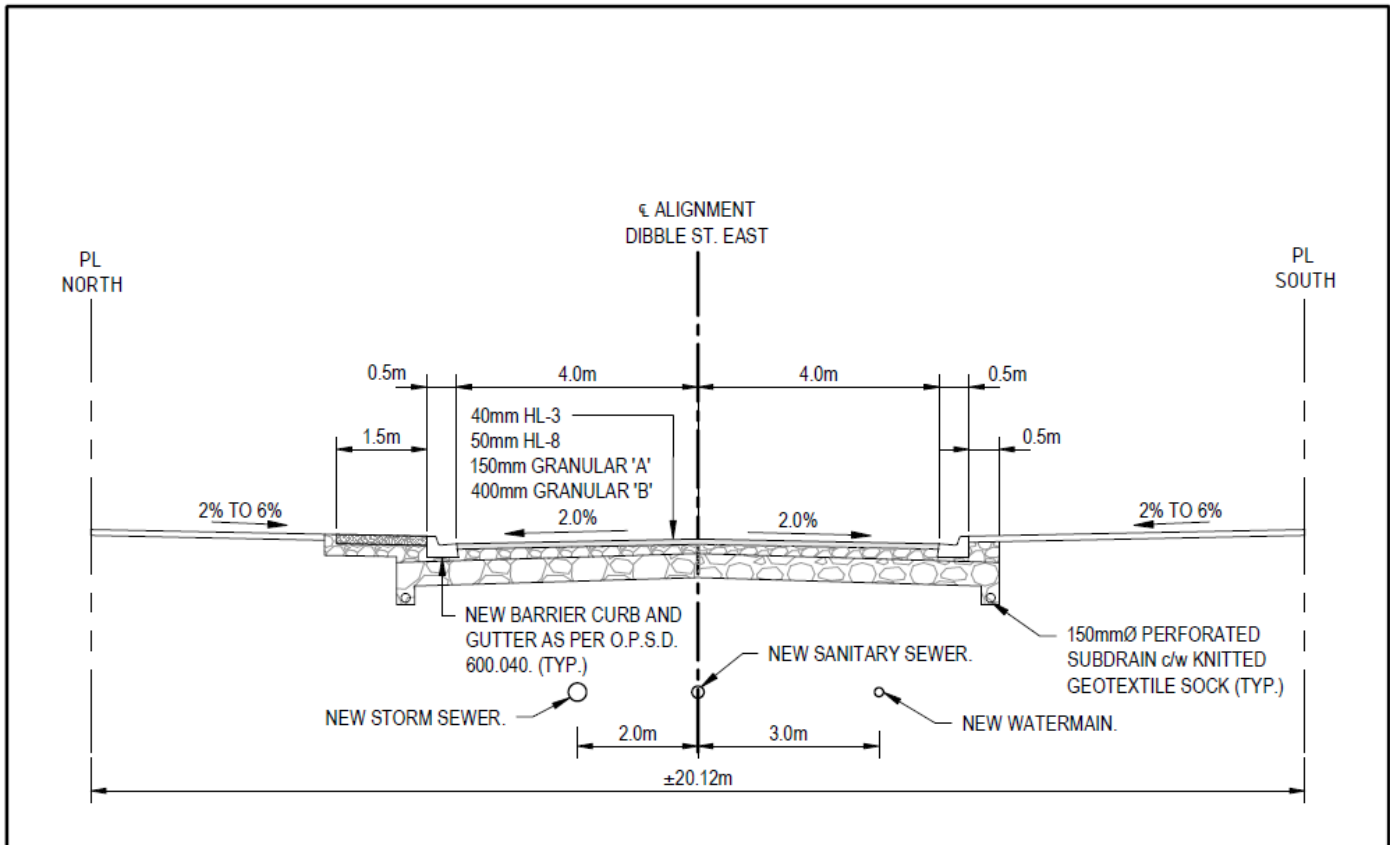
Attachment B - Dibble Street East Reconstruction Tender Evaluation - EVB Engineering

Submitted by

Nathan Richard, Interim Director of Operations

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

Dibble Street East Project Road Cross Section Detail



1 TYPICAL ROAD CROSS-SECTION DETAIL
C3.1 SCALE: 1:100



Nathan Richard
Interim Director of Operations
Town of Prescott
360 Dibble Street West
Prescott, ON K0E 1T0

March 29th, 2021

Subject: Dibble Street Reconstruction – Tender Evaluation

Dear Sir,

We have reviewed the digital tenders submitted for the above noted project. A hard copy of the tender submissions are expected to be received shortly. The official tender results are as follows (excluding HST), and a tender evaluation spreadsheet is attached for your information:

Tenderer	Total Tendered Amount
1. Ken Miller Excavating Ltd.	\$2,609,038.00
2. Cornwall Gravel Co. Ltd.	\$2,665,642.25
3. Clarence McDonald Excavation Ltd.	\$2,961,130.50
4. K.Mulrooney Trucking Ltd.	\$3,097,554.63
5. Corcoran Excavating Ltd.	\$4,638,467.00
6. Coco Paving Inc.	\$4,771,924.50

The tender submitted by Ken Miller Excavating Ltd. was the low tender, and after review of the tender submission, we find their tender submission to be complete. The tender also appears competitively priced and reflective of the scope of work.

This tender was below the engineer's Class "A" estimate of \$3,249,917.50.

As per previous discussions, the tender package was setup with a number of provisional items such that the scope of the project can be adjusted to suit the Town's budget. Using the pricing provided by Ken Miller Excavating. Ltd, the following are the project estimates based on the project scope options previously discussed:

1. Completion of Phase 1 – Dibble Street reconstruction from Sta 1+285.16 to Sta 1+703.00 (Vankoughnet St. to Boundary St.) including \$90,000.00 contingency.	\$1,560,694.50
2. Completion of Phase 1 & 2 – Dibble Street reconstruction from Sta 1+000.00 to Sta 1+703.00 (Edward St. to Boundary St.) including \$155,000.00 contingency.	\$2,609,038.00



Please do not hesitate to contact the undersigned should you have any questions regarding the above documents. Once we receive your approval to proceed, we will notify Ken Miller Excavating Ltd. on your behalf and we will prepare the contract documents for execution.

Yours Truly,

A handwritten signature in blue ink, reading "Kevin MacCulloch". The signature is written in a cursive style with a large, stylized "K" and "M".

Kevin MacCulloch, P.Eng.
Municipal Engineer

cc. Josh Eamon, EVB Engineering

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 35-2021

Date: April 6, 2021

From: Matthew Armstrong, Chief Administrative Officer and Treasurer

RE: Joint Request For Proposal – Land Development/Needs Analysis & Economic Development Strategies – Township of Augusta & Town of Prescott

Recommendation:

That Council approve the selection of MDB Insight to undertake the Augusta and Prescott Land Development / Needs Analysis & Economic Development Strategies at a cost of \$162,574 plus HST, to be split evenly between the Township of Augusta and the Town of Prescott and paid through the use of the Municipal Modernization Funding received from the Province of Ontario in 2019.

Background:

In March of 2019, the Ministry of Municipal Affairs and Housing announced a one-time investment for small and rural communities to improve service delivery. In his letter to funding recipients, Minister Clark stated:

“...we are providing a one-time payment in the 2018-19 fiscal year to support small and rural municipalities’ efforts to become more efficient and reduce expenditure growth in the longer term.

...

While this investment is unconditional, it is intended to help modernize service delivery and reduce future costs through investments in projects such as: service delivery reviews, development of shared services agreements, and capital investments. Our government believes that municipalities are best positioned to understand the unique circumstances and determine where and how this money is best spent.”

Augusta Township and the Town of Prescott undertook a joint service delivery review. While there is a focus on providing efficient and effective services to our municipalities it



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

is also prudent to review how the municipalities can work together to grow the property tax base so that fixed costs can be spread over a greater number of constituents, thereby reducing future tax rate increase.

Late last summer Council directed staff to develop and issue a joint Request for Proposal with Augusta Township to study and create an Economic Development Strategy for the area between County Road 15 to the west, County Road 2 to the south, County Road 18 / Edward Street to the East and, County Road 26 to the North.

The results of the RFP are outlined below.

Request for Proposal: **2021-01-ED
Augusta-Prescott Land Development / Needs Analysis &
Economic Development Strategies**

Closing Date: **March 15, 2021**

	Service provider	Price	Total Rank	Price Rank	Technical Rank
1	MDB Insight	\$162,574	88.0	20.0	68.0
2	Location Strategies	\$199,895*	75.5	16.0	59.5
3	Colliers	\$129,810	72.5	25.0	47.5

* Price submitted at \$149,895 however upon review an additional cost of \$40,000 to \$60,000 would be required to address engineering study requirements as outlined in RFP

Analysis:

Three representatives from each municipality reviewed the proposals and scored them. A meeting between the scoring representatives occurred, which resulted in there being two proponents that the group wished to discuss their proposal with further. The two proponents were sent the same list of questions and asked to address them in the course of a one-hour virtual meeting. Following the virtual meetings, there was a group consensus that MDB Insight was to be recommended for approval.

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

The recommended submission brings together a strong team with MBD Insight as the primary consultant and the use of EVB Engineering, Fotenn Planning and Design, and FBM as subconsultants.

EVB Engineering is the Town's Engineering firm and is well acquainted with the current infrastructure barriers and opportunities to extended services beyond Prescott borders and into Augusta. Fotenn and EVB Engineering have done multiple projects together where they have married their engineering expertise with land use planning skills to develop achievable design options. FBM will provide an outside looking in perspective to the land use planning as part of the project.

MDB Insight has done a myriad of economic development related studies throughout Ontario and more specifically in Eastern Ontario.

We have been very clear with all proponents that we are looking for a detailed actionable work plan that we can use as our guide over the next five years and not a report of generalities that will sit on a shelf.

The various aspects of the recommended proposal were discussed with the Joint Initiatives Taskforce. The Taskforce endorses the recommendation of staff being presented to both municipal Councils.

Prescott Town Council meets on April 6th to review the recommendation and the Township of Augusta will meet on April 12th.

Alternatives:

Council could decide not to proceed with the recommendation at this time if it so chooses.

Financial Implications:

The original budget for this study was estimated to be \$150,000, to be shared equally between the two municipalities. The Municipal Modernization Grant received in 2019 is to be used to fund the studies. Therefore, the total amount of the grant that will be utilized would be \$82,742 which is net of the HST rebate. This is \$7,242 more than the original estimated budget of \$75,000 per municipality.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

Environmental Implications:

None

Attachments:

None

Submitted by

Matthew Armstrong, Chief Administrative Officer & Treasurer



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 36-2021

Date: April 6, 2021

From: Matthew Armstrong – Chief Administrative Officer & Treasurer

RE: Natural Gas Appointment and Retainer Agreement – Local Authority Services

Recommendation:

That Council direct staff to prepare a By-law to enter into the updated agreement with the Local Authority Services for the purchase of natural gas and bring it back to the Council meeting of April 19, 2021 for further review and consideration.

Background / Analysis:

The agreement with Local Authority Services (LAS) for the purchase of natural gas on behalf of the Town of Prescott was last updated in 2017. A new agreement has been put forward by LAS with updates that include provisions for the appropriate treatment of HST and making the language of the agreement more robust overall.

The overall nature, terms, and conditions of the agreement have not changed.

Alternatives

Council could decide to continue with the current agreement or decide to end the current agreement with Local Authority Services (LAS) for the purchase of natural gas if it so chose.

Financial Implications:

None



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Apr. 6 '21
Strategic Plan		

Environmental Implications:

None

Attachments:

Draft Natural Gas Appointment and Retainer Agreement – Municipality

LAS Natural Gas Program – Looking Ahead

Submitted by

Matthew Armstrong, Chief Administrative Officer & Treasurer

This Natural Gas Appointment and Retainer Agreement (“**Agreement**”) is made and entered into as of this __ day of _____, 20__.

BETWEEN:

Local Authority Services (“LAS”)

-AND-

Corporation of the Town of Prescott (“Member”)

Each of the foregoing entities being referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS the Member wishes to retain LAS on an exclusive basis to provide professional services regarding advice on options for purchasing natural gas and to act as its agent in taking certain actions related to such natural gas purchasing activity as set forth herein;

AND WHEREAS the Member acknowledges that such actions may include but are not limited to (i) entering into natural gas purchase and sale agreements and transactions with commodity suppliers for a quantities of natural gas and/or (ii) entering into financial agreements to fix the price or range of prices to be paid by the Member for the future delivery of some or all of the natural gas required by the Member (iii) entering into agreements with third party service providers such as utility companies, local distribution companies, pipeline companies and storage operators for the transportation and delivery of natural gas (“**Third Party Service Providers**”) and/or (iv) entering into agreements which are customary to the natural gas industry such as assignment and assumption agreements, letters of authorization, agency appointment agreements, confidentiality agreements and IT user related agreements (all of which agreements or transactions referred to as “**Natural Gas Agreements**”);

AND WHEREAS the Member wishes to enter into Natural Gas Agreements to minimize the cost or risk associated with the procurement of natural gas;

AND WHEREAS the Member has passed the necessary by-laws or resolutions to permit the Member to enter into Natural Gas Agreements and transactions thereunder;

AND WHEREAS the Member has adopted a statement of policies and goals relating to the use of Natural Gas Agreements to address commodity pricing and costs and has passed the necessary by-laws or resolutions authorizing LAS to act as its agent;

AND WHEREAS the Member has provided LAS with copies of the aforementioned policies, goals, bylaws or resolutions;

NOW THEREFORE THE PARTIES agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF LAS**

- 1.1 The Member appoints LAS as its exclusive agent in respect of all matters specified in this Agreement including the solicitation and analysis of offers, negotiating and execution of Natural Gas Agreements and the management and administration associated with such Natural Gas Agreements.
- 1.2 The Member acknowledges and agrees that LAS, as its exclusive agent has full and complete authorization and discretion to take the following actions on behalf of the Member:
 - (a) access any and all information relating to the Member which is in the possession and control of any Third Party Service Providers which relates to the supply and delivery of natural gas at Member facilities;
 - (b) negotiate on behalf of the Member Natural Gas Agreements including the specific terms and conditions contained therein, and execute the same together with other related agreements and documents reasonably requested by the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (c) disclose to any third party any information of the Member which is necessary to disclose for the purposes of this Agreement or any Natural Gas Agreement or for the purpose of billing, settlement or accounts, administrative matters or for any other purpose relating to the Natural Gas Agreements;
 - (d) as agent for the Member enter into transactions under the Natural Gas Agreements in the name of the Member, and to execute on behalf of the Member confirmations evidencing such transactions;
 - (e) carry out or direct the Member to carry out any ongoing responsibilities of the Member specified in any Natural Gas Agreements or exercise any rights as required to implement said Natural Gas Agreements;
 - (f) terminate any of the Natural Gas Agreements including any or all of the transactions under the Natural Gas Agreements or any related agreements entered into with the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (g) contract with and otherwise appoint any third party selected by LAS in its sole discretion for the purposes of carrying out any responsibilities of LAS contained in this Agreement (any such appointee, consultant, service provider or delegate shall be engaged on terms satisfactory to LAS);

October 1, 2020

- (h) terminate any contract of any third party appointed by LAS under Section 1.2(g) and
- (i) carry out any duties or responsibilities and take any actions on the Member's behalf not otherwise specified herein that are incidental or related to carrying out its role as agent herein.

2. **LAS OBLIGATIONS**

2.1 LAS will:

- (a) solicit and analyze offers, negotiate and where appropriate enter into Natural Gas Agreements in the name of the Member as agent for the Member;
- (b) monitor the regulatory developments concerning natural gas and where appropriate provide recommendations to the Members on Natural Gas Agreements;
- (c) continuously search for and solicit Natural Gas Agreements on the Member's behalf;
- (d) nominate natural gas on a timely basis with Third Party Service Providers;
- (e) account to the Member for all amounts paid to or to be paid by the Member under the Natural Gas Agreements or this Agreement;
- (f) review all natural gas invoices received from Third Party Service Providers and ensure payments (including GST/HST if applicable) are made in a timely manner;
- (g) review delivery rates for each of the Member's facilities to ensure that they are at the most appropriate rate; and
- (h) take such other action as the LAS deems appropriate in the exercise of its authority and performance of its obligations under this Agreement.

3. **MEMBER UNDERTAKINGS**

3.1 The Member will:

- (a) remain liable as principal for all obligations incurred under or relating to the Member's Natural Gas Agreements whether arising out of actions taken by LAS or the Member;
- (b) provide all necessary accurate data to enable LAS to solicit bids, negotiate and manage new Natural Gas Agreements prudently and as LAS believes to be in the Member's best interest;

- (c) forward to LAS all notices or other communication received by the Member relating to the Natural Gas Agreements or services provided under this Agreement by LAS;
 - (d) provide credit and financial information and collateral or performance assurances if required under any Natural Gas Agreements or this Agreement;
 - (e) pay for the supply of natural gas in accordance with the invoices issued by Third Party Service Providers plus any GST/HST which may be applicable;
 - (f) keep confidential the terms of this Agreement and any of the advice, details or arrangements provided to it by LAS or any of its appointed third parties;
 - (g) inform LAS of any statement of policies and goals relating to the use of Natural Gas Agreements and any amendments thereto;
 - (h) if requested by LAS, provide prudential support to LAS that is required under any of the Natural Gas Agreements or by any Third Party Service Providers; and
 - (i) execute any such documentation as may be deemed necessary by LAS to permit LAS to undertake any of the functions specified under this Agreement including the Notice of Appointment of Agent as set forth in Appendix A to this Agreement.
- 3.2 The Member acknowledges that bids may be solicited by LAS and transactions under the Natural Gas Agreements may be negotiated on behalf of a number of members. The Member further acknowledges and agrees that LAS may determine in its sole discretion whether the Member participates in any particular transaction under a Natural Gas Agreement.
- 3.3 The Member acknowledges that the fixed price for any transaction under its Natural Gas Agreements could at any time be below, above or equal to the market price for natural gas. The Member also acknowledges that the Natural Gas Agreements may contain provisions which may result in the Member owing a termination payment following default under the Natural Gas Agreements even though the member is not the defaulting party.
- 3.4 The Member acknowledges that LAS or a party appointed by LAS may charge and the Member agrees to pay a finance charge for each gigajoule supplied provided that such charge reasonably represents the cost of LAS or a party appointed by LAS providing collateral or performance assurance under Natural Gas Agreements or with Third Party Service Providers.
4. **LAS FEES**
- 4.1 The Member agrees to pay the fees set forth in Appendix B to this Agreement to LAS or any third party appointed by LAS as directed by LAS. The payment of these fees to LAS shall cover the costs of managing and administering the LAS natural gas program on

October 1, 2020

behalf of the Member including the cost of any third party appointed by LAS to assist in providing services under this Agreement.

5. **TERM**

- 5.1 The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of two (2) years and thereafter shall automatically renew from year to year unless and until terminated by either Party upon one hundred and eighty (180) days prior written notice; provided, however, that this Agreement and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the Natural Gas Agreements expires. The obligation to make payment under Section 4 and Appendix B, and the liability and indemnification provisions shall survive the termination of this Agreement.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 While LAS takes proactive measures for the protection of the Member's interests, LAS cannot provide unconditional protection from the occurrence of unanticipated and uncontrollable events resulting in adverse financial consequences for the Member. LAS does warrant that the services provided by LAS under this Agreement will be performed in a professional manner. The Member agrees that if LAS breaches this warranty in performing services provided under this Agreement, the sole and complete liability of LAS for such breach will be limited to the return of the fees paid by the Member for services under this Agreement.
- 6.2 LAS liability under or for breach of this Agreement shall not exceed the amount of fees paid by the Member under this Agreement. In no event shall LAS be liable to the Member for incidental, indirect, special, punitive, exemplary or consequential damages howsoever caused, whether for breach of warranty, in tort, for contract or otherwise even if LAS has been advised of the possibility of such damages.
- 6.3 The Member hereby indemnifies LAS, its affiliates, its respective officers, directors, energy committee members, employees, agents, sub-agents, contractors, and consultants and holds them harmless from and against all losses, costs, liabilities, damages and expenses (including without limitation reasonable legal fees) it may incur as a result of LAS acting as the Member's agent as provided herein and the Member hereby agrees that it is liable for all obligations which LAS enters into on the Member's behalf.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Member represents and warrants to LAS on an ongoing basis that:
- (a) all acts necessary to the valid execution, delivery and performance of this Agreement and the Natural Gas Agreements, including without limitation, public notice or other required procedures have or will be taken and performed as required under the *Municipal Act, 2001*;

- (b) the authorizing by-law with respect to the Agreement and the Natural Gas Agreements have been passed by the council of the Member in full compliance with the *Municipal Act, 2001*, the same was signed by the head of the council and the clerk and sealed with the municipal seal of the Member and no application has been made or action brought to quash, set aside or declared invalid such authorizing by-law nor has the same been in any way repealed, altered or amended and such authorizing by-law is now in full force and effect;
- (c) the aforesaid authorizing by-law and the Natural Gas Agreements contemplated thereby do not conflict with or result in a breach or violation of any statutory provisions which apply to the Member or any agreement to which the Member is a party or under which the Member or any of its property is or may be bound, or, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Member of any regulatory, administrative or other government or public body or authority, arbitrator or court;
- (d) no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the Agreement or any of the Natural Gas Agreements as authorized under the aforesaid authorizing by-law, or in any manner questioning the proceedings and authority under which any Natural Gas Agreements will be entered into, or the capacity of the officers of the Member authorized thereunder to enter into any Natural Gas Agreements, and no authority or proceedings for the Agreement or any Natural Gas Agreements have been repealed, revoked or rescinded in whole or in part;
- (e) entry into and performance of this Agreement and the Natural Gas Agreements by the Member are for a proper public purpose within the meaning of the *Municipal Act, 2001* and the regulations made thereunder;
- (f) the Member obligations to make payments hereunder are unsubordinated obligations and are not subject to any prior claim under any agreement or financial instrument to which the Member is a party;
- (g) the Member is not now subject to any restructuring order under Part V of the *Municipal Act, 2001* or other statutory authority; accordingly, no approval of the aforesaid authorizing by-law, the Agreement or the Natural Gas Agreements is required to be given by any transition board or commission appointed in respect of the restructuring of the Member; and
- (h) to the extent that the term of any transaction entered into in under a Financial Agreement exceeds the current Member council's term, before the Member exercised any powers in respect of the transaction, the Member's treasurer calculated an updated debt limit under Ontario Regulation 403/02 and the treasurer determined that the transaction would not cause the Member to exceed its updated limit and that the approval of the Ontario Municipal Board in respect of the transaction was not required.

7.2 Each Party represents and warrants to the other on an ongoing basis that:

- (a) it has the capacity and authority to execute this Agreement and perform its obligations and has taken the necessary action to authorize the execution and performance of this Agreement and the person signing this Agreement is authorized and empowered to do so;
- (b) it has obtained or submitted any authorization or approval or notice to with any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement;
- (c) the execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it;
- (d) this Agreement constitutes a valid and legal binding obligations enforceable against it in accordance with its terms;

8. **MISCELLANEOUS**

8.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

8.2 This Agreement may be executed by the Parties in separate counterparts, and each executed counterpart shall have the same force and effect as the original instrument. The Parties agree to accept facsimile signatures in lieu of original signatures as evidence of the agreement of the other Party, but each Party shall deliver to the other Party an originally executed copy of this Agreement as soon as possible thereafter.

8.3 Each Party will from time to time and promptly upon request, sign and deliver all further documents including any notices of appointment of agent and take all further action as may be reasonably necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the Natural Gas Agreements contemplated by this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by the duly authorized officers:

Local Authority Services

Corporation of the Town of Prescott

Judy Dezell
Director AMO Enterprise Centre, Business
Partnerships, LAS & ONE

Matthew Armstrong
CAO/Treasurer

Local Authority Services
200 University Avenue,
Toronto, ON M5H 3C6
(T) 416-971-9856
(F) 416-971-6191

Corporation of the Town of Prescott
360 Dibble Street West,
Prescott, ON K0E 1T0
(T) 613-925-2812
(F) 613-925-4381

October 1, 2020

Appendix A

NOTICE OF APPOINTMENT OF AGENT

THIS NOTICE OF APPOINTMENT OF AGENT is made as of the _____ day of _____, 20__

By: The Corporation of the Town of Prescott, municipal corporation, having offices in the Town of Prescott in the Province of Ontario (hereinafter called “End User”),

To: **All Interested Parties**
(each a “Notified Party”).

1. Appointment. End User in accordance with its Natural Gas Agency and Appointment Retainer Agreement hereby appoints Local Authority Services (“LAS”) as its exclusive agent in respect of all matters related to the End User’s supply of natural gas. The End User further confirms and accepts the appointment by LAS of a third party to assist LAS in managing the End User’s gas supply in accordance with a services agreement between LAS and the third party. The third party may be changed from time to time by LAS.

2. End User Acknowledgement. End User acknowledges that in accordance with its Natural Gas Agency and Appointment Retainer Agreement with LAS that LAS is authorized to approve one or more purchasing strategies for natural gas. End User acknowledges that LAS has authorized, in accordance with the services agreement between LAS and third party, for the third party to assist by negotiating and managing one or more gas supply contracts, delivery agreements and collection service agreements for and on behalf of the End User.

3. Termination. End User may terminate the appointment of LAS as its agent in accordance with the provisions of the Natural Gas Agency and Appointment Retainer Agreement; provided, however, that this appointment and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the natural gas agreements expires. Notwithstanding the termination of the appointment of LAS, the End User shall remain liable for all natural gas agreements made on their behalf by LAS under its Natural Gas Agency and Appointment Retainer Agreement.

4. Effective Date. The appointments and directions are effective as of the date first set above.

Name: Matthew Armstrong
Title: CAO/Treasurer

October 1, 2020

By: Corporation of the Town of Prescott
Name: Matthew Armstrong
Title: CAO/Treasurer
Address: 360 Dibble Street West
City/Province: Prescott, ON
Postal Code: K0E 1T0
Telephone: 613-925-2812

October 1, 2020

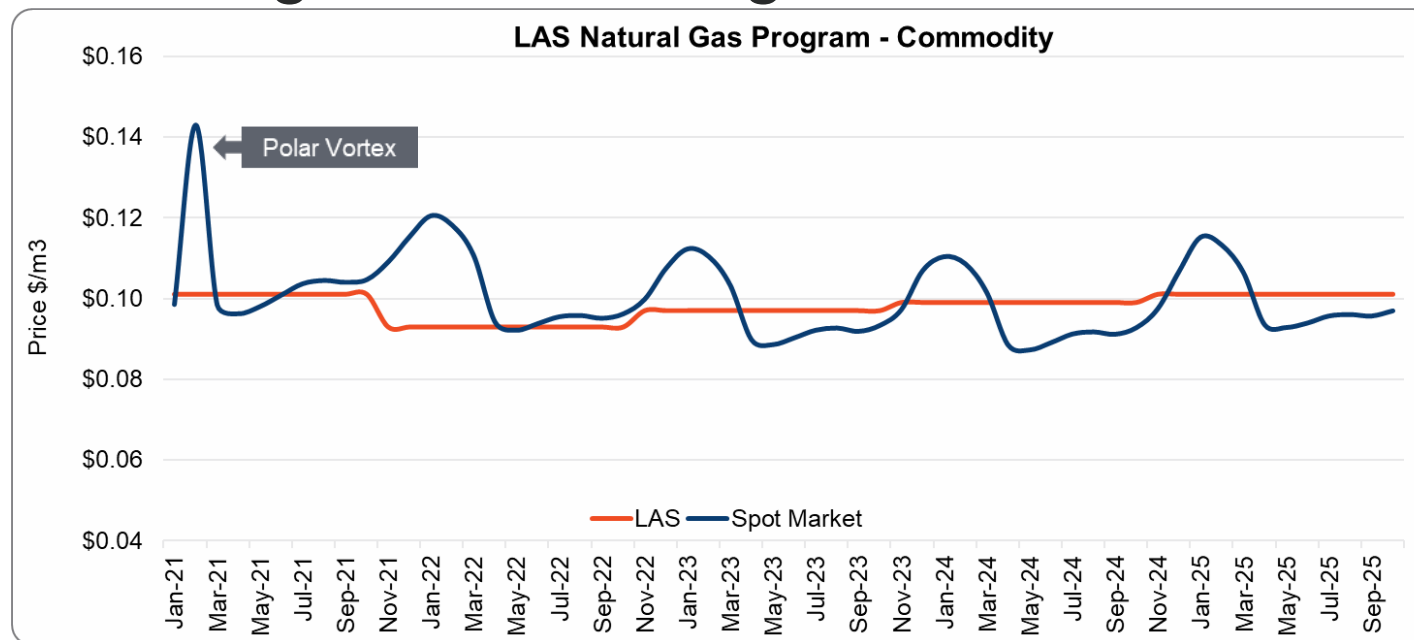
Appendix B

Fees

In accordance with Section 4.1, the Member agrees to pay LAS the following fees plus GST/HST, as applicable.

Volume (GJ/day)	Fee (\$/GJ)
5,000 or lower	\$0.14
5,001 to 8,000	\$0.12
8,001to 15,000	\$0.10
15,001 or greater	\$0.095

LAS Natural Gas Program – Looking Ahead

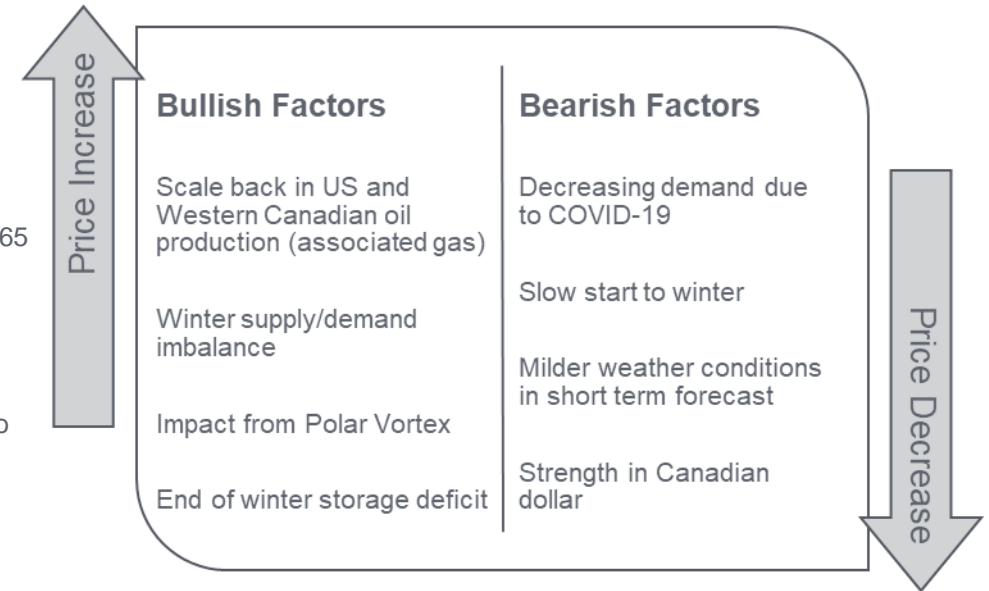


	Jan 21-Oct 21		Nov 21-Oct 22		Nov 22-Oct 23		Nov 23-Oct 24		Nov 24-Oct 25		Average
LAS Projected Rate (\$/m3)	\$	0.101	\$	0.093	\$	0.097	\$	0.099	\$	0.101	\$ 0.098
Spot Market Projected Rate (\$/m3)	\$	0.105	\$	0.103	\$	0.098	\$	0.096	\$	0.100	\$ 0.100
Rate Differential (\$/m3)	-\$	0.004	-\$	0.010	-\$	0.001	\$	0.003	\$	0.001	-\$ 0.002

- The graph/table above provides insight as to how the program price is shaping up for the next few years based on transactions completed to date as well as forward market outlook.
- Forward spot market is based on current market conditions + a buffer of approx. 10% to account for potential upward market volatility.
- Prices are for commodity only, does not included deregulated transportation.
- Prices are subject to change based on additional hedges added to the program and changing market conditions.

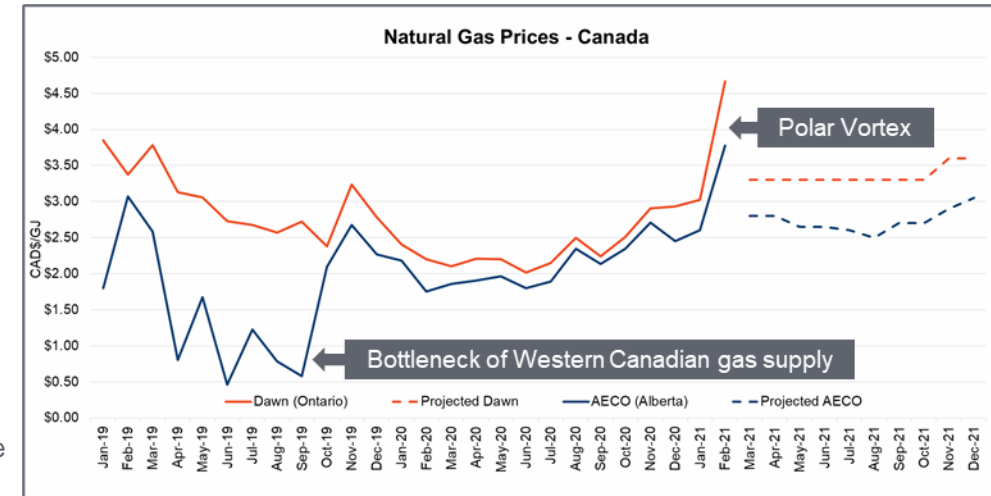
Natural Gas Market Update

- US natural gas inventories currently at 1746 BCF (40% full), 263 BCF behind last year.
- Canadian natural gas inventories currently at 353 BCF (43% full), 10 BCF behind last year.
- Canadian natural gas inventories were around 785 BCF to start the winter (the highest levels of gas storage recorded in Canada in a decade).
 - Based on the recent winter demand and export activity, analysts expect by the end of this winter a total of 465 BCF would be drawn out of storage, leaving Canadian inventory levels around 320 BCF, which would be below the five-year average.
- With oil prices in the \$50 US/barrel range through 2020 due to the supply surplus caused by COVID-19 (limited global oil demand), global cutbacks in oil production have affected the associated gas that is produced, thus putting upward pressure on natural gas prices. Expectations are for this trend to continue into 2021, which led to concerns surrounding the supply/demand imbalance this winter, as well as potentially impacting natural gas inventories heading into the winter of 2021/22.
- Looking ahead to 2021, US natural gas production expected to average around 90 BCF/day, a drop from 91 BCF/day in 2020 and the 93 BCF/day in 2019. After hitting a record 97 BCF/day in December 2019, monthly production is expected to be below 90 BCF/day in April 2021 before increasing slightly.
- Canadian natural gas production has been holding steady in the mid 15 BCF/day range and is expected to continue this trend into 2021 (a drop from the over 16 BCF/day in production seen at the end of 2019).
- Canadian natural gas commodity prices at AECO traded around \$2.25/GJ (\$0.085/m³) on average through 2020, a significant rebound compared to 2019 that saw an average of \$1.60/GJ (0.061/m³). The price rally in 2020 was even more remarkable given the fact that major sources of industrial demand for natural gas, such as heat and power demand in the oilsands, declined sharply in 2020 as producers reduced output amid a historic drop in oil prices.
- While some analysts expected millions of additional people working from home through the COVID-19 pandemic to partially offset the drop in industrial demand for natural gas, the data seen so far would suggest the shift to work-from-home has had little impact on demand.



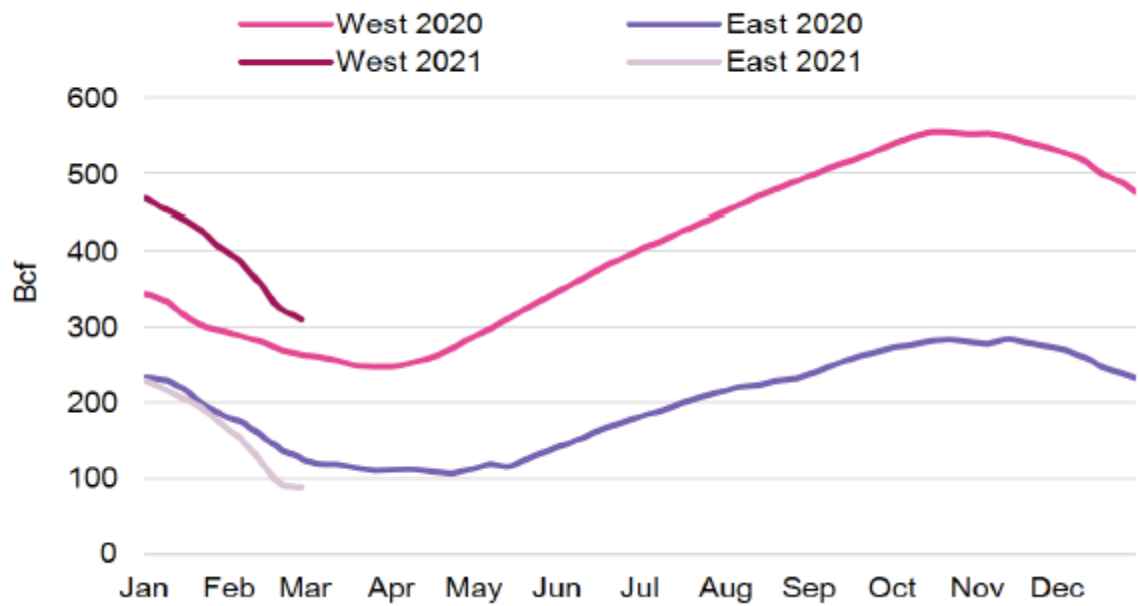
Natural Gas Market Update

- Having thrived in an unsupportive environment, natural gas producers are now positioned to see an improved 2021 as the market normalizes with the return of industrial demand and new gas pipelines being built out of Western Canada. The combination of higher oil prices and the resultant increase in gas demand from oilsands operations, natural gas production in the US continuing to decline and new gas pipeline options out of Western Canada will lead to more capital spending and more drilling for gas in Western Canada.
- Canadian natural gas demand averaged 10.3 BCF/day in 2020, down from 10.6 BCF/day in 2019.
 - YTD natural gas demand up approx. 4% compared to 2020.
 - Oil sands natural gas demand up about 200 MMcf/day winter over winter.
 - Alberta electricity sector expected to add 100 to 500 MCF/day of gas demand (coal to gas switching).
 - Exports to the US Midwest trending near an 11-year high.
- The supply shortage in the US from the Polar Vortex led to an uptick in Canadian natural gas production as more gas was exported to make up for the shortfall. At the peak of the deep freeze, Western Canadian gas producers were exporting approx. 7.5 BCF/day, an increase 25% from January when Canadian gas exports were around 6 BCF/day. In December 2020, Canadian exports to the US averaged 5.6 BCF/day
- Looking further ahead, potential risks to the natural gas market going forward include:
 - Weather – potential for above normal 2021 summer temperatures (according to NOAA), which could lead to increased demand for natural gas power generation and limiting storage injections.
 - Low oil prices/decreases in associated gas production.
 - More coal to gas switching for power generation.
 - Increases in US LNG demand/development of Canadian LNG.
- Based on the forward hedges currently in place for Nov 20-Oct 25 as well as the forward market outlook, the LAS program is positioned to continue its downward/stable trend over the next few years. By taking a layered approach to hedging, LAS has positioned itself to close the price gap with the utility over the next few years and keep rates relatively stable, especially with the significant upward movement we've seen in the markets through 2020. Going into 2021, members will be seeing another year over year rate reduction of approx. \$.01/m3, even though the market is moving up, giving some good price protection going into this winter.

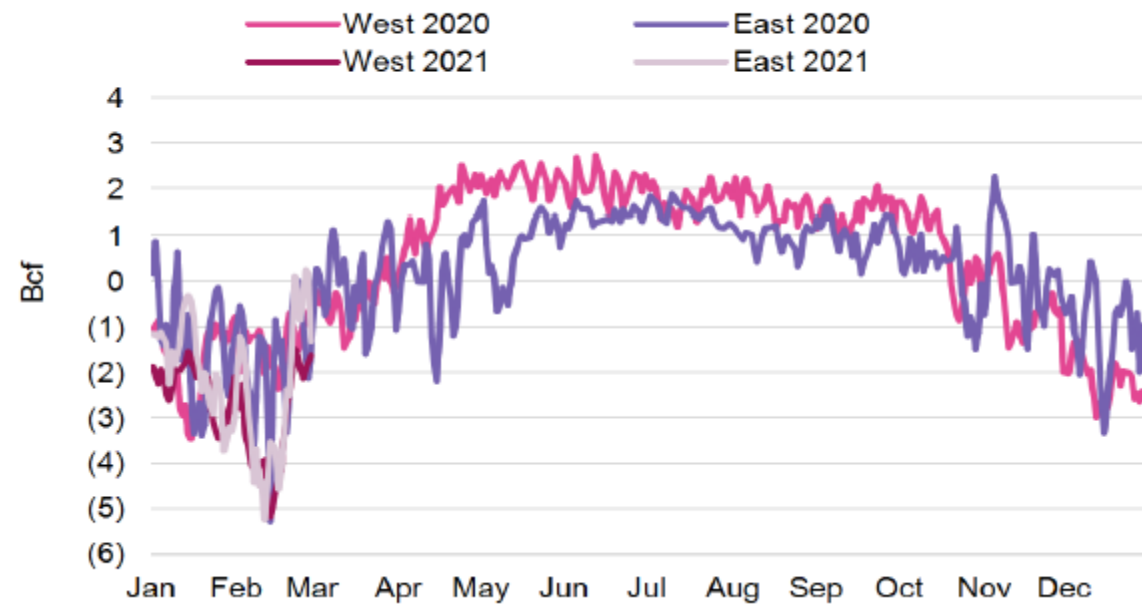


Canadian Natural Gas Inventories

CANADIAN INVENTORY

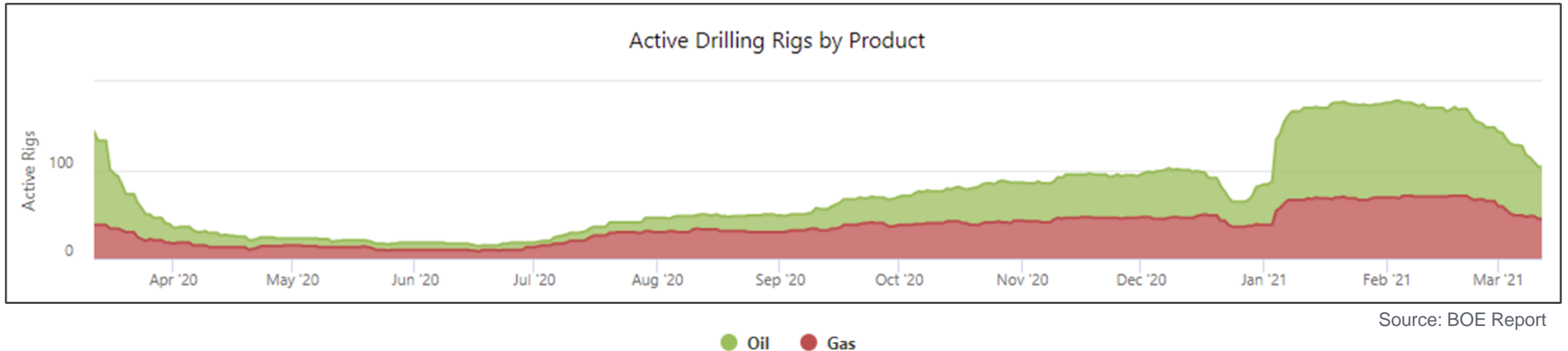


CANADIAN STORAGE ACTIVITY



Source: S&P Global Platts Analytics

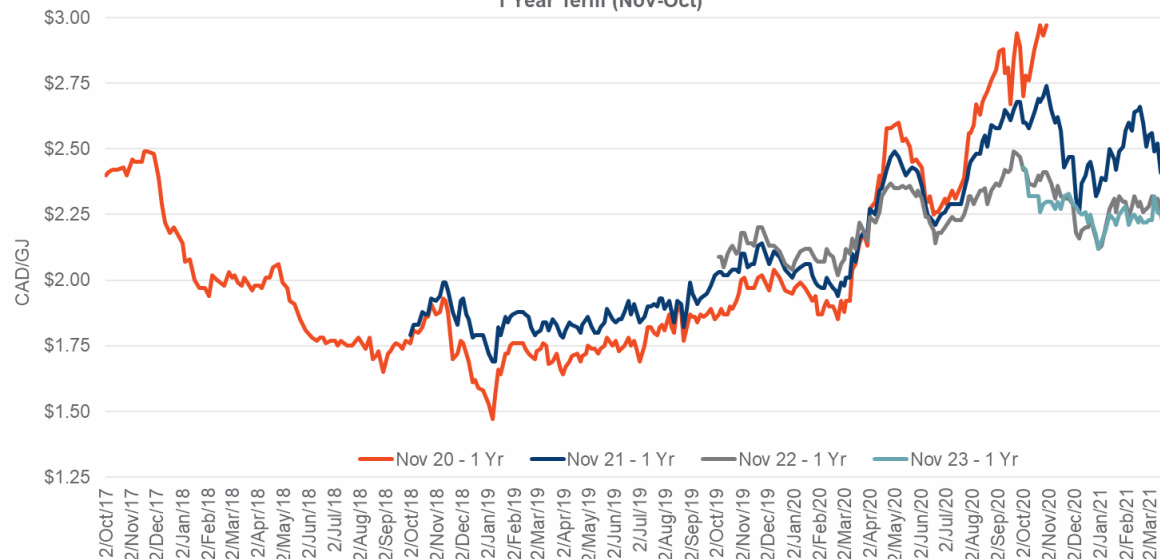
Canada Oil/Gas Rig Count



- Canada's overall active rig count is currently 103 (58 oil, 45 gas). This represents a year over year decrease of 40 compared to the same time last year.
- The number of rigs drilling for natural gas hit its highest level since March 2018, as the Canadian gas-focused rig count hit 70 near the end of February.

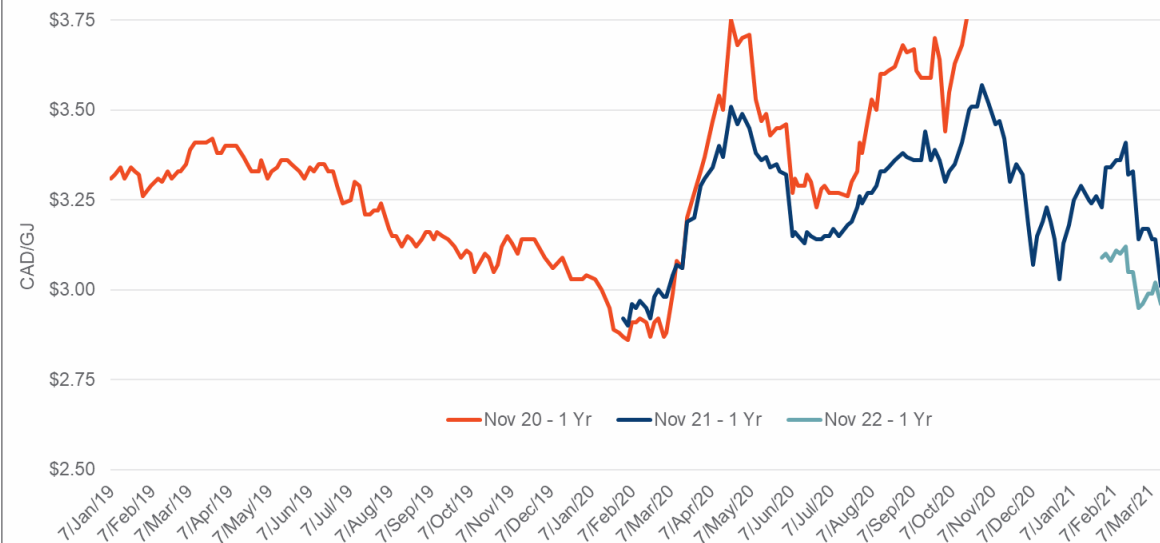
Natural Gas Market Update

Forward AECO Prices
1 Year Term (Nov-Oct)



AECO = main Western Canadian storage hub (Alberta)

Forward Dawn Prices
1 Year Term (Nov-Oct)



Dawn = main Eastern Canadian storage hub (Ontario)

- The market has been very “touchy” over the past few months, depending on weekly storage injections/withdrawals as well as changes in the short-term weather forecast.
- Colder temperatures dominated the end of fall 2020, keeping upward pressure on natural gas prices in the forward market.
- Some pull back in pricing through Nov/Dec due to the slow start to winter.
- Prices bounced right back up at the end of Jan and into Feb due to the onset of colder temperatures (Polar Vortex).
- Above normal temperatures in the short-term forecast heading into March, have prices returning to relatively “normal” conditions, albeit still elevated compared to historical levels given the lower inventory and potential risk of some lingering late season cold as well as potential summer power generation demand.

Carbon Tax

- In 2019, the federal government announced that it would impose carbon tax in provinces and territories with no adequate emissions pricing plans of their own, as a means to reduce Greenhouse Gas Emissions. The fuel charge assigns a value to each tonne of GHG emissions beginning at \$20/tCO₂e in 2019 and increasing by \$10 annually to \$50/tCO₂e in 2022. The federal carbon tax applies to fuel producers and distributors, who will pass on the costs to consumers. See below table for sample Federal Fuel Charge Rates for 2019-2022.
- The plan was met with heavy push back from the provinces of Alberta, Ontario, Saskatchewan and Manitoba.
- Following a Liberal minority government win in the October 2019 federal election, the carbon tax would live to see another day. The federal carbon tax remains in place for the provinces for Ontario, Manitoba, Saskatchewan and Alberta that previously did not have a pricing plan of their own.
- The provinces of Alberta, Ontario, Saskatchewan and Manitoba continue their fight in court with feds regarding the future of the carbon tax.
- The federal government recently released an updated strategy to dramatically reduce greenhouse gas emissions by 2030 — with the primary focus being a gradual hike in the federal carbon tax on fuels to \$170/tonne by that year.
 - The tax is currently \$30/tonne this year and was already expected to hit \$50/tonne in 2022. With this new initiative, the tax will now increase by \$15/tonne each year for the next eight years in order to wean consumers off fossil fuels in favour of cleaner energy sources.
 - At \$170/tonne, this equates to roughly \$0.32/m³ (or \$8.45/GJ) for natural gas.
 - Like the current plan in place, it is expected to be met with aggressive push back on the provincial level.

Federal Fuel Charge Rates					
Type	Unit (\$ per)	April 2019 (\$20/tonne)	April 2020 (\$30/tonne)	April 2021 (\$40/tonne)	April 2022 (\$50/tonne)
Marketable natural gas	m ³	0.0391	0.0587	0.0783	0.0979
Gasoline	litre	0.0442	0.0663	0.0884	0.1105
Heavy fuel oil	litre	0.0637	0.0956	0.1275	0.1593
Light fuel oil	litre	0.0537	0.0805	0.1073	0.1341
Propane	litre	0.0310	0.0464	0.0619	0.0774

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 14-2021

A BY-LAW TO AMEND BY-LAW NO. 02-2019, BEING A BY-LAW TO APPOINT MEMBERS TO THE COMMITTEE OF ADJUSTMENT FOR THE TERM OF COUNCIL EXPIRING NOVEMBER 14, 2022

**Being a by-law to amend by-law No. 02-2019, being by-law to appoint members to
the Committee of Adjustment for the term of Council expiring November 14, 2022**

WHEREAS Section 44(1) of the Planning Act, R.S.O. 1990 c. P13 authorizes the council of a municipality to pass a by-law to appoint a Committee of Adjustment for the municipality; and

WHEREAS pursuant to Section 45(1) of the Planning Act, the Committee of Adjustment, upon the application of the owner of any land, building or structure affected by any by-law that is passed under section 34 or 38, or a predecessor of such sections, or any person authorized in writing by the owner, may, despite any other Act, authorize such minor variance from the provisions of the by-law, in respect of the land, building or structure or the use thereof, as in its opinion is desirable for the appropriate development or use of the land, building or structure, if in the opinion of the committee the general intent and purpose of the by-law and of the official plan, if any, are maintained; and

WHEREAS the Council of the Corporation of the Town of Prescott enacted By-Law 02-2019, being a by-law to appoint members to the Committee of Adjustment for the term of Council expiring November 14, 2022; and

WHEREAS the Council of the Corporation of the Town of Prescott deems it advisable to amend By-law 02-2019;

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

1. That By-law 02-2019 be amended by the following:
 - a) Adding the name Daniel Slunder to the Committee of Adjustment appointments
2. All other applicable provision of By-law 02-2019 shall continue to apply.
3. This by-law shall take effect and come into force upon final passage.

4. 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 6th DAY OF APRIL 2021.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 15-2021

A BY-LAW TO ADOPT THE ESTIMATES FOR THE SUMS REQUIRED DURING THE YEAR 2021 FOR GENERAL PURPOSES OF THE CORPORATION OF THE TOWN OF PRESCOTT

**Being a by-law to adopt the estimates for the sums required during the year 2021
for general purposes of the corporation of the Town of Prescott**

WHEREAS the Council of the Town of Prescott (hereinafter referred to as the Town) shall in each year prepare and adopt estimates of the sums it requires during the year for the purposes of the Town pursuant to Section 289(1), the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (herein referred to as the Municipal Act); and

WHEREAS it is necessary for the Town, pursuant to Section 311(2), the *Municipal Act*, to raise certain sums for municipal purposes for the 2021 taxation year; and

WHEREAS all property assessment rolls on which the 2021 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act*, R.S.O. 1990, c.A.31, as amended (hereinafter referred to as the Assessment Act) subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court; and

WHEREAS all properties situated in the Town of Prescott can be classified within a class of property or subclass as set out in the Assessment Act and the Regulations enacted pursuant thereto;

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

1. That the Town adopt the levy of five million, six hundred, nineteen thousand, nine hundred and forty-three dollars (\$5,619,943) as detailed in Schedule A attached hereto as its estimate of the Property Tax Levy required during the year 2021 for the general purposes of the Town.
2. That if a surplus exists as of December 31, 2021, all funds shall be transferred to Fiscal Policy Reserves or as Council otherwise directs.
3. This by-law shall come into place and take effect on the date of its passing.

4. 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 6th DAY OF APRIL, 2021.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW No.15-2021

SCHEDULE A



2021 Operating Budget

	2021 Expense Budget	2021 Revenue Budget	2021 Town Levy
Corporate	1,352,021	2,275,200	(923,179)
Protective	2,220,372	218,680	2,001,692
Transportation	2,278,325	276,626	2,001,699
Environmental	376,200	218,920	157,280
Health	326,455	1,650	324,805
Social	844,708	145,500	699,208
Recreation and Cultural	1,483,679	547,588	936,091
Planning & Development	477,851	55,505	422,346
Total	9,359,612	3,739,669	5,619,943
Water & Wastewater	2,931,022	2,931,022	-
Total	12,290,634	6,670,691	5,619,943

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 16-2021

A BY-LAW TO SET TAX RATIOS FOR THE YEAR 2021

Being a by-law to set tax ratios for the year 2021

WHEREAS it is necessary for the Council of the Corporation of the Town of Prescott, pursuant to the section 308 (4) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, to establish the tax ratios for 2021 for the Town;

WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class; and

WHEREAS the property classes have been prescribed by the Minister of Finance under section 7 of the Assessment Act, R.S.O., Chapter A.31, as amended;

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

1. For the taxation year 2021, the tax ratio for property in:
 - a. the residential property class is 1.000000;
 - b. the multi-residential property class is 1.504757;
 - c. the commercial occupied property class is 1.894162;
 - d. the commercial excess and vacant property classes are 1.325913;
 - e. the industrial occupied property class is 2.630000;
 - f. the industrial excess and vacant property classes are 1.709500;
 - g. the pipelines property class is 1.377180;
 - h. the farmlands property class is 0.250000;
 - i. the managed forest property class is 0.250000.
2. For the purpose of this by-law:
 - a. the commercial property class includes all commercial office property, shopping centre property and parking lot property;
 - b. industrial property class includes all large industrial property.
3. This by-law shall come into force and take effect upon final passage.

4. 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 6TH DAY OF APRIL, 2021.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 17-2021

A BY-LAW TO ADOPT TAX RATES FOR MUNICIPAL PURPOSES FOR THE YEAR 2021

Being a by-law to adopt tax rates for municipal purposes for the year 2021

WHEREAS the Council of the Corporation of the Town of Prescott, pursuant to the section 308 of the *Municipal Act*, S.O. 2001, C.25, as amended, enacted By-Law 16-2021 being a by-law to establish the 2021 tax ratios for the Town of Prescott;

WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class; and

WHEREAS the property classes have been prescribed by the Minister of Finance under section 7 of the *Assessment Act*, R.S.O., Chapter A.31, as amended; and

WHEREAS it is necessary for Council, pursuant to section 368.1 of the *Municipal Act*, to establish tax reductions for prescribed property subclasses for 2021 for the town; and

WHEREAS the property subclasses for which tax rate reductions are to be established are in accordance to section 8 of the *Assessment Act*; and

WHEREAS the tax rates reductions reduce the tax rates that would otherwise be levied for municipal purposes; and

WHEREAS it is necessary for Council, pursuant to the section 312 of the *Municipal Act*, S.O. 2001 c.25, to pass a by-law levying a separate tax rate, on the assessment in each property class and further that the tax rates are to be established in the same proportion to the tax ratios; and

WHEREAS all property assessment rolls on which the 2021 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act*, as amended, subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court; and

WHEREAS the Council of the Corporation of the Town of Prescott, enacted By-law 41-1979, as amended, to establish a Board of Management for the Business Improvement Area and that each year Council shall in each year levy a special charge for all businesses within the designated area; and

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

Tax Rates

1. The tax rate reduction for:
 - a. the vacant land, vacant units and excess lands subclasses in the commercial property class is 30%;
 - b. the vacant land, vacant units and excess lands subclasses in the industrial property class is 35%
2. For the year 2021, the Corporation of the Town of Prescott shall levy upon the residential/farmland assessment, upon the multi-residential assessment, upon the commercial assessment, upon the industrial assessment, upon the pipeline assessment, upon the farmland assessment, and upon the managed forest assessment, the following rates of taxation per current value assessment for general purposes and education purposes:

Tax Class		Municipal Rate	Education Rate	Total
Residential		0.01378478	0.00153000	0.01531478
Multi-residential		0.02074274	0.00153000	0.02227274
Commercial	Occupied	0.02611061	0.00880000	0.03491061
Commercial	Excess Land	0.01827742	0.00880000	0.02707742
Commercial	Vacant Land	0.01827742	0.00880000	0.02707742
Industrial	Occupied	0.03625397	0.00880000	0.04505397
Industrial	Excess Land	0.02356508	0.00880000	0.03236508
Industrial	Vacant Land	0.02356508	0.00880000	0.03236508
Pipelines		0.01898412	0.00880000	0.02778412
Farm		0.00344620	0.00038250	0.00382870
Managed Forests		0.00344620	0.00038250	0.00382870

Tax Class		Assessment	Municipal Rate	Levy
Residential		265,668,400	0.01378478	3,662,180
Multi-residential		21,324,700	0.02074274	442,333
Commercial	Occupied	47,170,400	0.02611061	1,231,648
Commercial	Excess Land	485,300	0.01827742	8,870
Commercial	Vacant Land	1,156,300	0.01827742	21,134
Industrial	Occupied	6,076,800	0.03625397	220,308
Industrial	Excess Land	112,400	0.02356508	2,649
Industrial	Vacant Land	342,800	0.02356508	8,078
Pipelines		1,198,000	0.01898412	22,743
Farm		-	0.00344620	-
Managed Forests		-	0.00344620	-
Total		343,535,100		5,619,943

3. Business Improvement Area Special Rate 0.00195628

4. For the purpose of this by-law:

- a. the commercial property class includes all commercial office property, shopping centre property and parking lot property;
- b. industrial property class includes all large industrial property.

Tax Payment

5. Payment of taxes shall be made by one interim installment and one final installment, comprised of two due dates. The dates for payment of taxes in 2021 for the final tax billing shall be as follows:

For all residential, multi-residential, commercial, industrial and pipeline classes:

First installment August 31, 2021

Final installment October 29, 2021

- 6. All payments of taxes shall be payable to the Corporation of the Town of Prescott.
- 7. Payment of taxes on or before the due date may be made to the Tax Collector at the Municipal Offices or at most financial institutions.
- 8. Any payment of taxes including all penalties and interest after the due date shall be paid at the municipal office.
- 9. The Tax Collector may accept part payment from time to time on account of any taxes due and to give a receipt for such payment.

10. When the Tax Collector receives part payment on account of taxes due for any year, the Tax Collector shall credit such part payment first on account of the interest and penalty charges, if any, and then the remainder of such payment shall be credited first against the installment first due and secondly against the installment next due, and so on until the whole of the remainder of the payment has been credited against such taxes.

Penalties and Interest

11. A penalty charge of one and one-quarter percent (1 $\frac{1}{4}$ %) shall be imposed on all unpaid taxes on the first day of default and on the first day of each calendar month thereafter in which the default continues but not after the end of the calendar year in which the taxes are levied.
12. An interest charge of one and one-quarter percent (1 $\frac{1}{4}$ %) shall be imposed on all unpaid taxes on the first day of each calendar month from the thirty-first day in the year in which the taxes until the taxes are paid.
13. This by-law shall come into force and take effect upon final passage.
14. 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 6th DAY OF APRIL, 2021.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 18-2021

A BY-LAW TO ADOPT OPTIONAL TOOLS FOR THE PURPOSES OF ADMINISTERING LIMITS FOR THE COMMERCIAL, INDUSTRIAL, AND MULTI- RESIDENTIAL PROPERTY CLASSES FOR THE YEAR 2021

Being a by-law to adopt optional tools for the purposes of administering limits for the Commercial, Industrial and Multi-Residential Property Classes for the year 2021

WHEREAS the Corporation of the Town of Prescott (hereinafter referred to as “The Municipality”) may, in accordance with Section 329 to Section 331 of the *Municipal Act*, S.O. 2001 c.25, as amended (hereinafter referred to as “The Act”) modify the provisions and limits set out in these sections of The Act, with respect to the calculation of taxes for municipal and school purposes payable in respect of property in the Commercial, Industrial and Multi-Residential property classes; and

WHEREAS this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of the Act applies; and

WHEREAS for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class; and

WHEREAS “uncapped taxes” means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of Part IX of The Act; and

WHEREAS the Council may pass a by-law to apply any one or any combination of the following options;

- a) Increase the annual cap from 5% of last year’s capped taxes up to a maximum of 10% of last year’s capped taxes; and/or
- b) Set up upper limit on annual increases at the greater of the amount calculated under (a) and up to 5% of the previous year’s annualized CVA tax; and/or
- c) Set a threshold up to a maximum of \$250.00 for increasing properties, decreasing properties or both;

WHEREAS the Council may pass a by-law to adopt the provisions of Section 329.1 of The Act whereby a minimum uncapped tax percentage applies to eligible properties in one or more of the uncapped classes; and

WHEREAS Section 8.0.2(1) of O.Reg 73/03, as amended, of The Act, allows a municipality to exempt certain properties from the application of Part IX of The Act; and

WHEREAS the Council has reviewed the provisions of The Act and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes.

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

1. That paragraphs 1, 3 and 8, of Subsection 329.1(1) of The Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2021; and
2. That for all properties that become eligible within the meaning of subsection 331 (20) of The Act, the taxes for municipal and school purposes for the year or portion of the year shall be 100% of the uncapped taxes for the property for 2021; and
3. That a property is exempt from application of Part IX of The Act in 2020 and the taxes for municipal and school purposes shall be the amount of the uncapped taxes for the property for 2021 if:
 - a. The taxes for the property in 2021 were equal to its uncapped taxes for that year;
 - b. As a result of Part IX of The Act, the taxes for the property in 2020 were lower than the property's uncapped taxes for that year, but in 2021, if Part IX of The Act applied, the property's taxes would be equal to its uncapped taxes, or a tax decrease for the property would be limited; or
 - c. A tax decrease for the property in 2020 was limited under Part IX of The Act, but in 2021, if Part IX of The Act applied, the property's taxes would be equal to its uncapped taxes, or a tax increase for the property would be limited.
4. This by-law shall come into place and take effect on the date of its passing.
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 6th DAY OF APRIL,
2021.**

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 19-2021

A BY-LAW TO AUTHORIZE A TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE OFFICE OF THE FIRE MARSHAL 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 Office of the Fire Marshal 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 Office of the Fire Marshal;

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

1. That the CAO is hereby authorized to sign the Transfer Payment Agreement, attached hereto as Schedule A, between the Queen in Right of Ontario as represented by the Office of the Fire Marshal and the Corporation of the Town of Prescott, regarding the Fire Safety Grant.
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 6th DAY OF APRIL,
2021.**

Mayor

Clerk

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

Town of Prescott

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that 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.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

Town of Prescott

Click or tap here to enter text.

Date

Signature: _____

Name: Matthew Armstrong

Title: CAO/Treasurer

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including 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.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will 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 in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its 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 the Province.

A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to 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.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) 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
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds 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 payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **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 mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, 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.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **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.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **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

TP Agreement – Shortened

Page 9 of 14

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 may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$5,600.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

**Ministry of
Community Safety and
Correctional Services**

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

**Ministère de la
Sécurité communautaire et
des Services correctionnels**

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, Avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



March 25, 2021

Tracy Day
Town of Prescott
P.O. Box 160, 360 Dibble St. West
Prescott, ON K0E1T0

Dear Tracy Day,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Town of Prescott will be provided a total of \$5,600.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Pegg".

Jon Pegg
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at ofm@ontario.ca by no later than March 29, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Town of Prescott as outlined above.

Print Name:	Title:	Signature:	Date:

SCHEDULE “D”

BUDGET

Funding will be provided to the Corporation of the Town of Prescott upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE “E”

REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 20-2021

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL
MEETING HELD ON APRIL 6, 2021**

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 6th DAY OF APRIL, 2021.

Mayor

Clerk