



PRESCOTT TOWN COUNCIL  
AGENDA

April 19, 2021

7:00 pm

Virtual Meeting

*Our Mission:*

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

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Pages

1. Call to Order

2. Approval of Agenda

**Recommendation**

That the agenda for the Council meeting of April 19, 2021, be approved as presented.

3. Declarations of Interest

4. Presentations

5. Delegations

6. Minutes of the previous Council meetings

6.1. Council Minutes - April 6, 2021

1

**Recommendation**

That the Council minutes of April 6, 2021, be accepted as presented.

**6.2. Special Council Minutes - April 12, 2021**

11

**Recommendation**

That the Special Council minutes of April 12, 2021, be accepted as presented.

**7. Communications & Petitions**

**8. Consent Reports**

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

**RECOMMENDATION**

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

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

**9. Committee Reports**

**9.1. PAC Report 05-2021 - Site Plan Control Agreement (Major) - 763 King Street West**

13

**Recommendation**

That Council approve Site Plan Control Agreement file number SPC 2017-763 King Street West subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest shall be paid to the Town of Prescott.
2. Any charges in relation to improvement or development shall be paid to the Town of Prescott.
3. Any securities or other instruments needed to be provided to the Town as a requirement of the site plan control agreement be submitted to the Town prior to commencement of work and stay in effect during the entire process until a final is granted.

4. That the agreement and schedules attached are registered on title.

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1. Staff Report 37-2021- Road Resurfacing 2021 99

**Recommendation**  
For information.

12.2. Staff Report 38-2021 - 2021 RiverWalk District Clean Strategy 105

**Recommendation**  
For information.

12.3. Staff Report 39-2021 - 2021 Folkfest Community Grant 110

**Recommendation**  
That Council approve a total of \$7,500 for the Folkfest as part of the 2021 Community Grants.

12.4. Staff Report 40-2021 - Server Modernization 112

**Recommendation**  
That Council approve the purchase and installation of a new host server and the associated software licensing in the amount of \$40,237.26 plus taxes, by utilizing \$29,000 of Municipal Modernization Funding, with the remaining amount being supported by the operational budget.

13. Resolutions

13.1. Cannabis License Holder Notification to Municipalities 115

**Recommendation**  
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. 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;
2. Provide dedicated communication with local governments, Fire services, and Police services;
3. 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
4. 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.

## **14. By-laws**

### **14.1. Local Authority Services (LAS) Agreement**

117

#### **Recommendation**

That By-Law 23-2021, being a by-law to authorize an agency appointment and retainer agreement with Local Authority Services (LAS) regarding natural gas procurement and to repeal By-Law 43-2017, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.



## **14.2. Sale of Surplus Land - 555 King Street West**

129

### **Recommendation**

That By-law 24-2021, being a by-law to authorize the sale of land by the Corporation of the Town of Prescott to the Corporation of the United Counties of Leeds and Grenville; that land being Part of Lots 45,46, 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott, designated as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT).

## **14.3. Site Plan Agreement - 763 King Street West**

137

### **Recommendation**

That By-Law 25-2021, being a by-law to authorize a Site Plan Agreement between the Corporation of the Town of Prescott and Robert and Teresa Pelda for the redevelopment of Wiser Hall, located at 763 King Street West, be 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 Community Awards**

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

#### **18.3 Purchase & Sale**

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

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

## **19. Rise and Report**

**Recommendation**

That By-Law 26-2021, being a by-law to confirm the proceedings of the Council meeting held on April 19, 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**

**Tuesday, April 6, 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, and Dana Valentyne, Economic Development Officer |

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**1. Call to Order**

Mayor Todd called the meeting to order at 6:03 p.m.

**2. Approval of Agenda**

Motion 77-2021: McConnell, Shankar

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

Carried

The agenda was amended as follows:

1) Under Item #17 – Proclamations add:

17.1 - Green Shirt Day

**3. Declarations of Interest – None**

**4. Presentations**

**4.1 FolkFest 2021 - George Tierney**

George Tierney, FolkFest founding member, spoke to the event. He provided background on the event, the planning process, and adhering to changing COVID restrictions. He referenced the hope to expand the event to offer satellite events in other areas but keeping the Town of Prescott as the home location for Folkfest.

Discussion was held regarding considering the Township of Augusta for a satellite location for an event, the success of last year's event, the expected ticket cost, and plans to grow the event in the future.

**5. Delegations – None**

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

**6.1 Council Minutes - March 15, 2021**

Motion 78-2021: Burton, Ostrander

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

Carried

**7. Communications & Petitions**

**7.1 OPP Detachment Board Proposal Process**

Mayor Todd spoke to the item. He referenced the suggested model for Police Services Board's, the discussions at past PSB meetings regarding the current model, and that a letter would be submitted to the Solicitor General on behalf of the Prescott Police Services Board to express the Board's wishes to continue with its current governance model.

Discussion was held regarding the two current provincial vacancies on the Board and what the Board composition would consist of if it moved to a combined model.

## **8. Consent Reports**

Motion 79-2021: Ostrander, Shankar

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

Carried

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

1. Town of Prescott Municipal Emergency Control Group Minutes – February 26, 2021 & March 12, 2021
2. Police Services Board Minutes – January 21, 2021 & February 25, 2021
3. Planning Advisory Committee Meeting Minutes – February 17, 2021
4. Leeds, Grenville and Lanark District Health Unit Board of Health Meeting Summary – March 25, 2021
5. United Counties of Leeds and Grenville Media Release re: 2021 Budget Tax Decrease – March 25, 2021
6. Leeds, Grenville & Lanark Health Unit Notes from Weekly Zoom Call with Municipalities, MP's and MPP's – March 19, 2021 & March 26, 2021
7. South Grenville Beacon Newspaper Media Release – March 24, 2021
8. Employment Education Centre - We Are The Change Program
9. MPAC Letter re: Province-wide assessment update postponement
10. City of Kingsville resolution re: amendments to Bill C-21 (municipal firearm by-laws)
11. Town of Orangeville resolution re: withdrawal of Schedule 3 from Bill 257 Building Broadband Faster Act
12. Municipality of Calvin resolution of support re: Universal Paid Sick Days
13. City of Kitchener resolution re: Planning Act application timelines

Councillor McConnell spoke to Item #2 – Police Services Board Minutes – January 21, 2021 & February 25, 2021.

## **9. Committee Reports – None**

## **10. Mayor**

Mayor Todd spoke to his attendance at the Joint Services Committee meeting and the Housing Affordability Task Force meeting. He stated that the United Counties had announced a new CAO, Raymond Callery. He referenced his attendance at a St. Lawrence Corridor Economic Development Commission meeting held last week and a Planning Advisory Committee meeting held on March 30. He spoke to the success of the Township of Augusta Mayor's Breakfast event and thanked all those involved.

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

Councillor Burton spoke to her attendance at the virtual Augusta Township Mayor's Breakfast event, the International Women's Day event, and the virtual Chamber of Commerce Annual Awards Banquet. She thanked the Operations staff for their great work spring cleaning the streets and sidewalks.

Councillor Jansman spoke to her attendance at a Planning Advisory Committee meeting held on March 30 and spoke to an upcoming Planning Advisory Committee meeting being held later in April.

Councillor McConnell spoke to Walker House virtual programming and stated that the Prescott Public Library was closed but curbside pickup was available. He spoke to his attendance at a recent St. Lawrence Shakespeare meeting and stated that an announcement would be made soon regarding the 2021 season.

Councillor Ostrander spoke to his attendance at a Connect Youth meeting and stated that the Prescott Food Bank was looking for more drivers for meal deliveries.

Mayor Todd requested that staff reach out to the Connect Youth organization to arrange for a presentation to Council.

Councillor Shankar spoke to his attendance at the Township of Augusta Mayor's Breakfast event and the Joint Collaborative Economic Task Force meeting.

Councillor Young spoke to his attendance at the St. Lawrence Lodge Committee of Management meeting.

## **12. Staff**

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

Motion 80-2021: Shankar, Burton

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.

Carried

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

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

Motion 81-2021: Ostrander, Young

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.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He provided background on the budgets associated with each area of improvement and provided an analysis of RiverWalk Park, Kelly's Beach, and the Waterfront Trail projects.

Each area was broken down and discussed separately.

Discussion was held regarding Kelly's Beach, repurposing the large concrete slabs along the shoreline, a potential area for dogs to access the water, options for the location of a non-motorized dock, and a location for a raft at the beach.

Discussion was held regarding the projects at RiverWalk Park, updating the suggested trees and shrubs to include more native species, a letter received regarding the use of native species of trees, and considering the suggestions.

Council requested that staff consider the letter received on the use of native tree species and bring back a report to a future meeting of Council regarding the selection of trees and shrubs in Riverwalk Park.

Discussion was held regarding the Heritage River Trail, the areas of local drainage, the combination of the two parking lots in the area, and work being completed internally by staff.

## **12.3 Staff Report 34-2021 - Dibble Street East - Road Reconstruction Project Tender Results**

Motion 82-2021: Young, Burton

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.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He provided background on past discussions of Council regarding the reconstruction of Dibble Street east and East Street.

Josh Eamon, EVB, spoke to the design of the street, the pricing, and the effects of removing one sidewalk from the street.

Mr. Richard referenced the process going forward, and the bids received during the RFP process. He spoke to the financial details and the environmental implications.

Discussion was held regarding the expected amount of rock under the street, the project's two-year timeline, the removal of the sidewalk on one side of the street, and the option of moving the utility poles.

Further discussion was held regarding the amount put aside for contingency, the change in the location of sidewalk removal, and the process to redesign the street to include a second sidewalk.

Council recessed at 8:38 p.m.

Council resumed at 8:50 p.m.

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

Motion 83-2021: McConnell, Ostrander

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.

Carried



Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the joint RFP process, the number of bids received, the technical and price rankings, and that the Joint Collaborative Economic Task Force had endorsed the selection of MDB Insight.

Discussion was held regarding the partnership with the Township of Augusta on the RFP, the work the Task Force, and possibility of cost savings through the partnership.

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

Motion 84-2021: Burton, Ostrander

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.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He stated that the new agreement would update the agreement from 2017.

### **13. Resolutions**

#### **13.1 Prescott Heritage Committee - Member Appointment**

Motion 85-2021: McConnell, Burton

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

Carried

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

#### **14.1 Committee of Adjustment Appointment By-Law**

Motion 86-2021: Young, Ostrander

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.

Carried

Motion 87-2021: Burton, Ostrander  
That the meeting be extended. (Time: 9:07 p.m.)

Carried

**14.2 2021 Estimates By-Law**

Motion 88-2021: McConnell, Young  
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.

Carried

**14.3 2021 Tax Ratios By-Law**

Motion 89-2021: Young, Burton  
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.

Carried

**14.4 2021 Tax Rates By-Law**

Motion 90-2021: Ostrander, Young  
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.

Carried

**14.5 2021 Capping Thresholds By-Law**

Motion 91-2021: Young, Shankar  
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.

Carried

#### **14.6 Fire Safety Grant Transfer Agreement**

Motion 92-2021: Ostrander, Shankar

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.

Carried

#### **15. New Business – None**

#### **16. Notices of Motion – None**

#### **17. Mayor's Proclamation**

##### **17.1 Green Shirt Day**

Mayor Todd proclaimed April 7<sup>th</sup>, 2021, as Greet Shirt Day in the Town of Prescott.

#### **18. Closed Session**

Motion 93-2021: Shankar, Ostrander

That Council move into Closed Session at 9:17 p.m. 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.

Carried

**19. Rise and Report**

During the Closed Session, Council accepted the Closed Session minutes as presented on Item 18.1 – Approval of the Closed Session Minutes and provided staff with direction on Item 18.2 – Purchase and Sale.

**20. Confirming By-Law – 20-2021**

Motion 94-2021: Ostrander, McConnell

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.

Carried

**21. Adjournment**

Motion 95-2021: Jansman, Young

That the meeting be adjourned to Monday, April 19, 2021, at 6:00 p.m.  
(Time: 9:32 p.m.)

Carried

Matthew Armstrong, CAO/Treasurer, confirmed availability for a Special Council meeting to be held Monday, April 12, 2021.

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Mayor

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Clerk



**PRESCOTT TOWN COUNCIL  
SPECIAL MINUTES**

**Monday, April 12, 2021  
6:00 p.m.  
Virtual Meeting**

|         |   |
|---------|---|
| Present | Mayor Brett Todd, Councillors Leanne Burton, Teresa Jansman, Lee McConnell, Mike Ostrander, and Gauri Shankar   |
| Staff   | Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Nathan Richard, Interim Director of Operations, Kaitlin Mallory, Deputy Clerk, and Dana Valentyne, Economic Development Officer |

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**1. Call to Order**

Mayor Todd called the meeting to order at 6:01 p.m.

**2. Approval of Agenda**

Motion 96-2021: McConnell, Ostrander

That the agenda for the Special Council Meeting of April 12, 2021, be approved as presented.

Carried

**3. Declarations of Interest – None**

**4. Mayor**

**4.1 Economic Development Discussion**

Mayor Todd spoke to the purpose of discussion and outlined how the discussion would be used to shape the Economic Strategic Plan that is currently underway with the Township of Augusta. He stated that the discussion was not to be on specific land uses or the Official Plan as that would be coming to the Special Council meeting on Monday, April 19.

Matthew Armstrong, CAO/Treasurer, welcomed Anita Sott and Samantha Gatchene from WSP.

Anita Sott spoke to the PowerPoint presentation. A copy of the presentation is held on file. She referenced the Economic Development visioning results, the projects process, the online visioning workshops completed, and the public and stakeholder surveys conducted.

Discussion was held regarding the residency of the respondents of the surveys, the results from the survey, and topics to be covered at the Official Plan Review Special Council meeting.

Further discussion was held regarding the Town of Prescott's Strategic Plan with a focus on the Economic Development Pillar which includes Downtown Reinvigoration, Hotel Attraction and Readiness, 401 Industrial/Commercial Attraction Readiness, Tourism Development, and Regional Transportation Development.

## **5. Confirming By-Law – 21-2021**

Motion 97-2021: Ostrander, Burton

That By-Law 21-2021, being a by-law to confirm the proceedings of the Special Council meeting held on April 12, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

## **6. Adjournment**

Motion 98-2021: McConnell, Shankar

That the meeting be adjourned. (Time: 8:15 p.m.).

Carried

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Mayor

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Clerk



|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 13 '21 |
| Strategic Plan        |   |             |

## STAFF REPORT TO Planning Advisory Committee

Report No. 05-2021

April 13, 2021

From: Shawn Merriman, Manager of Building and By-law  
Matthew Armstrong, Chief Administrative Officer and Treasurer

RE: Site Plan Control Agreement (Major) 763 King St West

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### Recommendation:

That the Planning Advisory Committee recommend to Council to approve Site Plan Control Agreement file number SPC 2017-763 King Street West subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest shall be paid to the Town of Prescott.
2. Any charges in relation to improvement or development shall be paid to the Town of Prescott.
3. Any securities or other instruments needed to be provided to the Town as a requirement of the site plan control agreement be submitted to the Town prior to commencement of work and stay in effect during the entire process until a final is granted.
4. That the agreement and schedules attached are registered on title.

### Purpose of the Application/Agreement:

By-Law 06-2012, known as the Site Plan Control By-law, is being implemented as a requirement of the OMB mediated settlement regarding this property redevelopment.

|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 13 '21 |
| Strategic Plan        |   |             |

## Background / Analysis:

The subject lands, which are municipally known as 763 King Street West, are legally described as “ PT WATER LT IN FRONT OF SHIPYARD LT OR LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 5 CON 1 AUGUSTA; PT WATER LT IN THE ST. LAWRENCE RIVER IN FRONT OF LT 5 CON 1 AUGUSTA PART 1 & 2, 15R7987 EXCEPT PT 1, 15R10122; AUGUSTA/PRESCOTT”. Robert and Teresa Pelda are the owners of the lands.

This report seeks to clarify any outstanding items from the Planning Advisory Committee meeting held on March 30, 2021.

The following changes to the original site plan have been confirmed to be acceptable to all parties involved:

- Various securities including bonds are acceptable by the Town for this project.
- The proposed change to the driveway to the underground parking is acceptable on the West side of the new addition.
- Three additional parking spots are acceptable on the exterior located more central and west of the existing structure.
- The schedule for the three phases is acceptable
  - o The fill that is on site is to be used or removed prior to August 31, 2021.
  - o The renovation and remodeling of the existing structure is to be completed within one year of the building permit being issued.
  - o That the building permit for the new addition be issued within one year of the of the building permit being issued for the existing structure.
  - o That new addition be completed within two years of the building permit being issued for the new addition.

All parties did not agree to the proposed site plan change to the balconies not being inset. The original site plan was agreed to in 2014 as part of the agreement between the parties which went before the Ontario Municipal Board (OMB). The Town is not the





|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 13 '21 |
| Strategic Plan        |   |             |

approval body for any changes that are not agreed to by all parties as they would need to be taken back to the OMB who would consider and rule on changes after hearing from all parties. Once the site plan has been approved by Council, there is a requirement for it to be sent to the OMB for review as part of the 2014 agreement. Any unilateral approvals made by the Town would be challenged by the parties at the OMB as it diverges from the site plan that was agreed in 2014 as part of the OMB process.

The site plan control applicant is committed to abiding with the agreement made in 2014 during the OMB process along with the changes that have been agreed to by all parties.

#### **Financial Implications:**

The Town will be accepting securities/bonds in relation to works the Town may need to complete if the developer fails to do so. The Owners are also aware that a final report to close the building permit cannot be issued until all site plan conditions are met. If the developer fails to meet those conditions the owners are aware that work will be completed by Town and added to the property tax bill.

#### **Attachments:**

- Site Plan agreed to through OMB process
- Revised Site Plan with agreed to changes incorporated

*Submitted by*

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Shawn Merriman  
Manager of Building and By-law

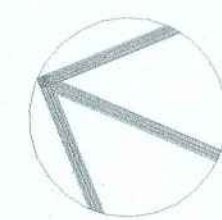
*Submitted by*

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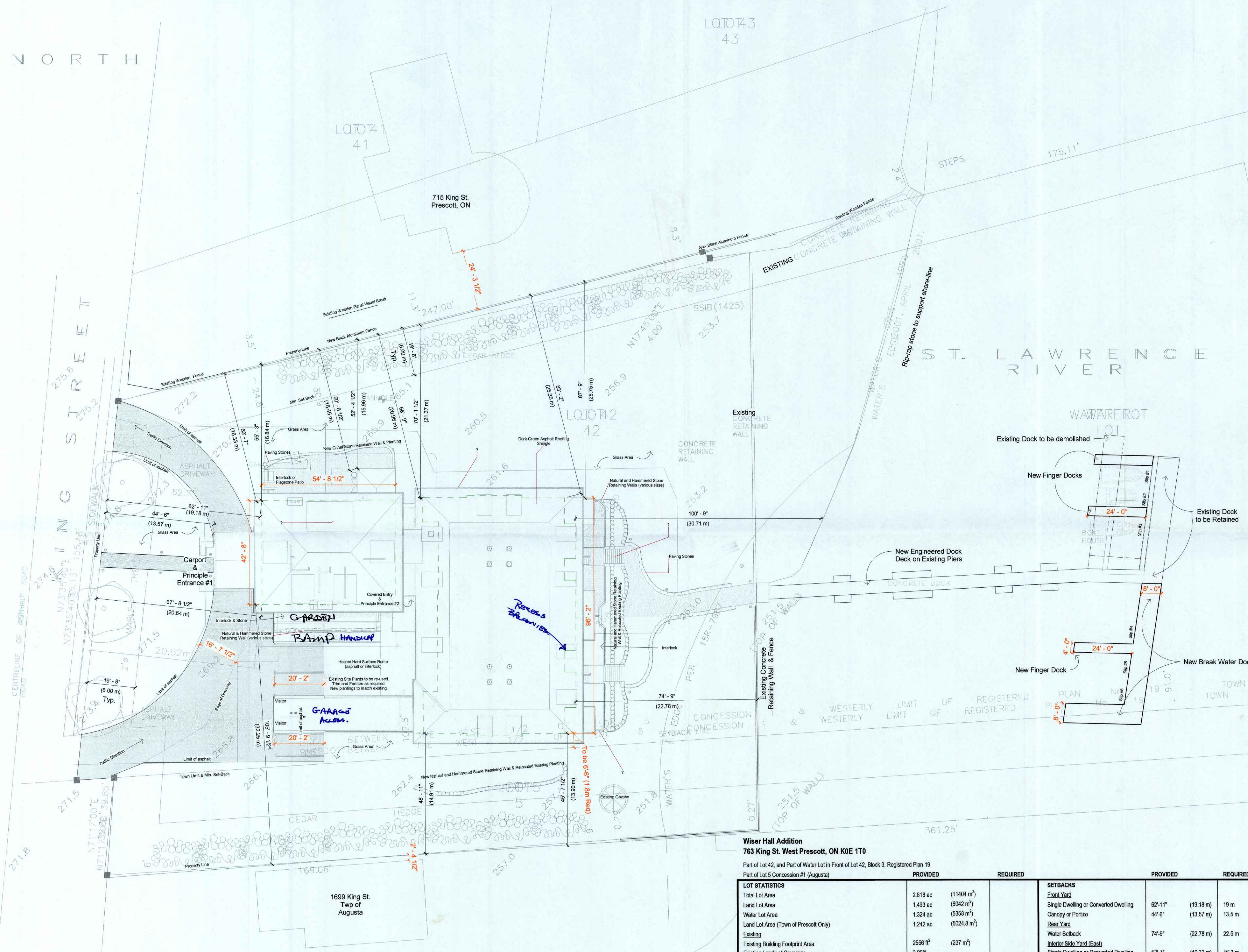
Matthew Armstrong  
Chief Administrative Officer & Treasurer







NORTH

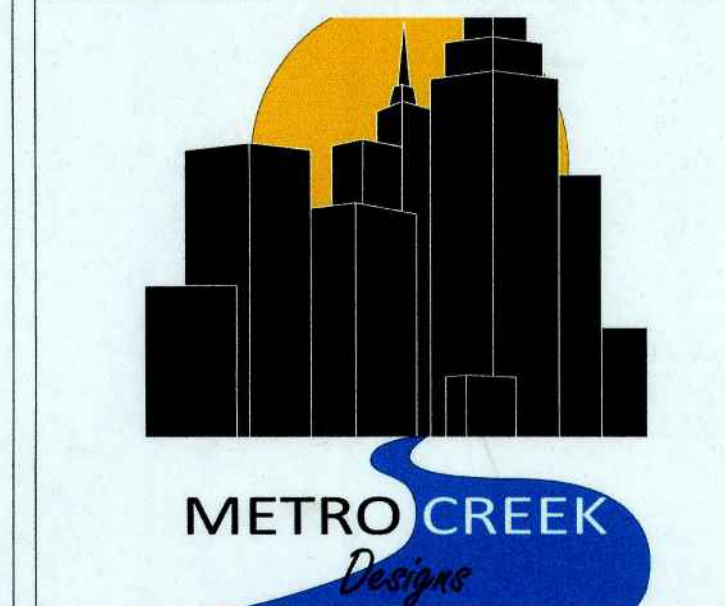
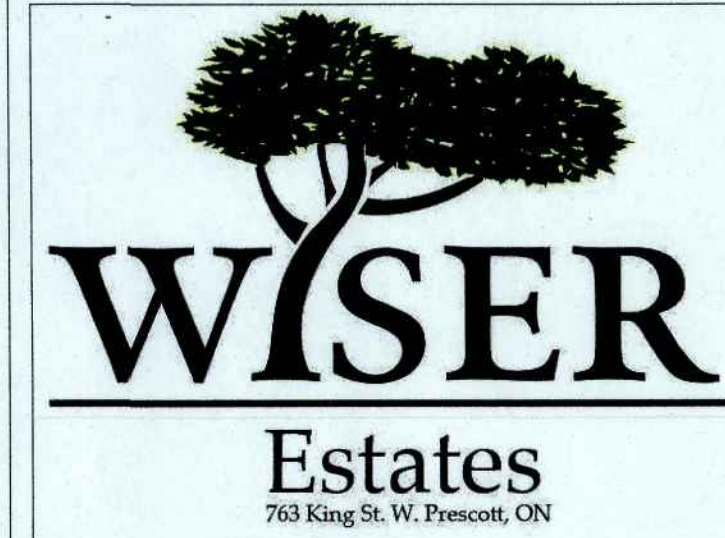


1 Site  
1" = 20'-0"

**Wisser Hall Addition**  
763 King St. West Prescott, ON K0E 1T0

Part of Lot 42, and Part of Water Lot in Front of Lot 42, Block 3, Registered Plan 19  
Part of Lot 5 Concession #1 (Augusta)

| LOT STATISTICS                                     | PROVIDED             |                          | REQUIRED | PROVIDED |  | REQUIRED |
|--|----------------------|--------------------------|----------|----------|--|----------|
|  |                      |                          |          |          |  |          |
| Total Lot Area                                     | 2.818 ac             | (11404 m <sup>2</sup> )  |          |          |  |          |
| Land Lot Area                                      | 1.493 ac             | (6042 m <sup>2</sup> )   |          |          |  |          |
| Water Lot Area                                     | 1.324 ac             | (5358 m <sup>2</sup> )   |          |          |  |          |
| Land Lot Area (Town of Prescott Only)              | 1.242 ac             | (5024.8 m <sup>2</sup> ) |          |          |  |          |
| Existing   |                      |                          |          |          |  |          |
| Existing Building Footprint Area                   | 2556 ft <sup>2</sup> | (237 m <sup>2</sup> )    |          |          |  |          |
| Existing Land Lot Coverage                         | 3.90%                |                          |          |          |  |          |
| Existing Land Lot Coverage (Town of Prescott Only) | 4.70%                |                          |          |          |  |          |
| Proposed   |                      |                          |          |          |  |          |
| Proposed Building Footprint Area                   | 8861 ft <sup>2</sup> | (823.21 m <sup>2</sup> ) |          |          |  |          |
| Proposed Land Lot Coverage                         | 13.60%               |                          |          |          |  |          |
| Proposed Land Lot Coverage (Town of Prescott Only) | 16.40%               |                          | <16.5%   |          |  |          |
| PARKING  |                      |                          |          |          |  |          |
| Interior   | 15                   |                          | 15       |          |  |          |
| Exterior Guest Parking                             | 2                    |                          |          |          |  |          |
| Exterior Barrier Free                              | 1                    |                          | 1        |          |  |          |
| SETBACKS   |                      |                          |          |          |  |          |
| Front Yard   |                      |                          |          |          |  |          |
| Single Dwelling or Converted Dwelling              | 62'-11"              | (19.18 m)                |          |          |  |          |
| Canopy or Porch                                    | 44'-6"               | (13.57 m)                |          |          |  |          |
| Rear Yard  |                      |                          |          |          |  |          |
| Water Setback                                      | 74'-9"               | (22.78 m)                |          |          |  |          |
| Interior Side Yard (East)                          |                      |                          |          |          |  |          |
| Single Dwelling or Converted Dwelling              | 53'-7"               | (16.33 m)                |          |          |  |          |
| Addition to Single Dwelling                        | 50'-8.5"             | (15.45 m)                |          |          |  |          |
| All Other Dwellings                                | 68'-9"               | (20.96 m)                |          |          |  |          |
| Interior Side Yard (West)                          |                      |                          |          |          |  |          |
| Township Line                                      | 6'-7"                | (2.0 m)                  |          |          |  |          |
| BUILDING HEIGHT                                    |                      |                          |          |          |  |          |
| Building Height (incl. HVAC Units)                 | 32'-11"              | (10.04 m)                |          |          |  |          |



| No. | Description              | Date        |
|-----|--------------------------|-------------|
| 2   | Draft 1                  | July 14, 14 |
| 3   | Draft 2                  | July 15, 14 |
| 4   | Draft 3                  | July 16, 14 |
| 5   | Draft 4                  | July 28, 14 |
| 6   | Draft for Settlement     | July 29, 14 |
| 7   | Draft for Settlement 2   | Aug 1, 14   |
| 8   | Draft for Settlement 3   | Aug 7, 14   |
| 9   | Draft for Settlement 4   | Aug 18, 14  |
| 10  | Final for Settlement     | Aug 26, 14  |
| 11  | Revised for Town         | Sept 9, 14  |
| 12  | Revised for Settlement   | Sept 22, 14 |
| 13  | Revised with Tags        | Oct 14, 14  |
| 14  | Revised as per Nova Tech | Nov 9, 14   |
| 17  | Revised for Dock         | Nov 25, 14  |
| 18  | Revised as per Nova Tech | Jan 5, 15   |
| 19  | Revised as per Nova Tech | Feb 17, 15  |
| 21  | Revised as per Nova Tech | Feb 20, 15  |

**Wisser Estates House**

**Site Plan**

|                |              |
|----------------|--------------|
| Project number | BT           |
| Date           | Feb 26, 2014 |
| Drawn by       | AM           |
| Checked by     |              |
| SP1            |              |
| Scale (Arch D) | 1" = 20'-0"  |

3/8/2021 12:36:07 PM





Date: April 12, 2021

To: **Shawn Merriman, CBCO, RASDT, WETT**  
*Manager of Building and Bylaw*  
**Corporation of the Town of Prescott**  
*360 Dibble Street West , P.O. Box 160*  
*Prescott, ON , K0E 1T0*

Re: Wiser Estates, 763 King St. West  
Prescott, On.  
Minutes of Settlement Agreement.

C.C. Teresa Pelda  
Emma Blanchard BLG.

This letter will confirm our intention to abide by the minutes of settlement for the Wiser Estates Development. The document was signed by all parties in November 2014.

The project demolition is ready to begin for phase 1.

We are presently finalizing the final Site Plan Control Agreement with the Town of Prescott. The final site control agreement will complete the last requirement for the OMB final sign off and registration at ( LPAT).

Sincerely,

A handwritten signature in black ink, appearing to read "R. Pelda", is written over a light grey rectangular background.

Robert Pelda  
President

**From:** Teresa Pelda <[REDACTED]>  
**Sent:** Tuesday, April 13, 2021 6:44 AM  
**To:** Robert Pelda [REDACTED] >  
**Subject:** Nancy's letter to PAC

### Thoughts of Nancy's letter to PAC

This letter is clearly an attempt to postpone the inevitable. Nancy's desire is to do fix up the house and to not have this project proceed continue. This has always been her goal. Attempting to influence PAC by suggesting the forcing of fines and penalties is just another attempt to discourage us from proceeding. If this was not the case the research she did would have been fair and included reasons for the delay in the various projects. Reasons beyond our control such as a 9 month delay by Ontario hydro, the finding of bones on the site during remediation resulting in a 3 – 4 month delay while research was carried out by the various Indigenous peoples, delays normal to a construction project this size such as man power in a small community and lastly a pandemic. If she researched out competition in Gananoque, Clarico, she would have found out that that project has been in pre sales as long as our project and has had as many if not more delays. It would appear that the only information she was willing to provide was anything that could be viewed as damaging to us so that it would help her case.

We have many very happy clients. Yesterday a gift was received with a card

"Thank you very much for the courage, patience and intellect to build this beautiful Island Harbour Club Condo. We will enjoy every moment living in it"

"I just wanted to say thank you so much for the update. My wife and I really appreciate all of the hard work everyone there is doing We're really looking forward to our new home and understand the difficulty at this time for putting together a truly quality build like you are. Thank you!"

"Island Harbour Club is a good community. We love the Town of Gananoque, our new IHC home, and everyone we have met. The best is yet to come. Best wishes to all for a safe and healthy holiday season!"

"We may be enjoying a lovely Florida spring but our hearts and minds are in Gananoque and our wonderful IHC condo. Hope to see you in May!"



|                       |   |             |
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|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Mar. 30 '21 |
| Strategic Plan        |   |             |

## STAFF REPORT TO Planning Advisory Committee

Report No. 04-2021

March 30, 2021

From: Shawn Merriman, Manager of Building and By-law

RE: Site Plan Control Agreement (Major) 763 King St West

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### Recommendation:

That the Planning Advisory Committee recommend that, Council approve the Site Plan Control Agreement file number SPC 2017-763 King St W subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest shall be paid to the Town of Prescott.
2. Any charges in relation to improvement or development shall be paid to the Town of Prescott.
3. Any securities or other instruments needed to be provided to the Town as a requirement of the site plan control agreement be submitted to the Town prior to commencement of work and stay in effect during the entire process until a final is granted.
4. That the agreement and schedules attached are registered on title.

### Purpose of the Application/Agreement:

By-Law 06-2012 known as the Site Plan Control By-law is being implemented as a requirement of Ontario Municipal Board (OMB) mediated settlement regarding this property redevelopment.

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| Policy / Action Req'd | X | Mar. 30 '21 |
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## Background / Analysis:

The subject lands, which are municipally known as 763 King Street West, are legally described as “ PT WATER LT IN FRONT OF SHIPYARD LT OR LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 5 CON 1 AUGUSTA; PT WATER LT IN THE ST. LAWRENCE RIVER IN FRONT OF LT 5 CON 1 AUGUSTA PART 1 & 2, 15R7987 EXCEPT PT 1, 15R10122; AUGUSTA/PRESCOTT”. Robert and Teresa Pelda are the owners of the lands.

This development has had a long history with the Town. The Site Plan Control Agreement is one of the final steps required to get the development moving ahead. This report will focus on what has occurred since it was last in front of Council in 2017. The reports and site plan agreed to, in principle, at that time are available as attachments.

In 2016/2017 the OMB reached out to the Town to request a progress report as a Site Plan Control Agreement was a condition of the mediated settlement. The Town and the developer reached an agreement in principle and notified the OMB of this agreement, but it was not registered at that time as staff needed direction from the developer that the re-development was ready to proceed.

In October of 2020, the developer arranged a meeting with Town staff, at which time he advised that he was ready to proceed. He also advised staff that there were some additional changes that were being proposed. Staff had the meeting and went through with the developer all the changes being requested for consideration.

The following was requested by the developer.

- That the development being allowed to proceed in 3 stages.
- That the driveway entrance for the underground garage for the new addition be allowed to be moved to the west side of the new added building.
- That three additional parking spots be allowed between the entrance of the parking underground and the existing building.
- That additional forms of security be considered for the development including the use of bonds.

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- That the fence required as per the mediated settlement on the east side of the property be removed as a requirement of condition.
- That fire exits be allowed on the east side of the existing building for the units proposed in the renovated heritage building. (This request was withdrawn at developer's request when a decision was made by the developer to only have two units in the heritage building and it was no longer required by Ontario Building Code.)
- That the patios and the balconies proposed on the new addition be allowed to be on the outside of the building versus inset as agreed to and always proposed with the development.

Staff advised the developer at the time that these changes were significant and would require that the Planning Advisory Committee and then Council would weigh in regarding these changes. Due to the history of this property, staff arranged a meeting with all the parties originally involved in the OMB process.

This meeting occurred in November with the parties involved in the OMB process. Following the meeting, feedback was received by staff with concerns and or comments regarding this development. Some items included in the condition of the mediated agreement are not issues that would be addressed in a site plan agreement.

- Items brought up that would not be part of a site plan control agreement included a request to formulize the method of pre-existing conditions on the mandated properties and an expansion of properties that are inspected and insured regarding pre-existing condition prior to construction
- Request for hard stringent penalties for failing to complete construction in a prescribed timeline

The items specific to the site plan are considered in this report. The entire comments have been provided as an attachment.

- The fire escape was not a concern provided it was built only to code requirements and not used as a second form of regular entrance or used for socializing



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| <b>Information Purposes</b>  |          |                    |
| <b>Policy / Action Req'd</b> | <b>X</b> | <b>Mar. 30 '21</b> |
| <b>Strategic Plan</b>        |          |                    |

- No concerns were expressed with the relocation of the underground parking to be further to the west than first proposed
- Additional parking spots were not a concern provided that they were identified and placed as anticipated in the site plan
- It was agreed that the fence was to be installed by the developer on the east side of the property but was longer required as one was built by the neighbor to the east due to the length of time it was taking for the development to proceed
- The interested parties also wanted firm timelines as the history of this project in particular and other projects the developer has been involved in elsewhere have taken longer than anticipated
- The patios and balconies were also highlighted as a concern especially as it related to noise and light that may be increased with balconies and patios not being inset

Staff have put forth the following in relation to this development:

- Staff have no concerns with allowing different forms and types of security provided that the amounts are agreed upon and that the developer acknowledges that should any security provided be found lacking or insignificant that they are responsible for these increased costs and that they may end up placed on the property like taxes for non-payment
- Staff have no concerns with the relocation of the building parking entrance or additional parking spaces
- The fire exist was also acceptable with conditions but is no longer being requested
- Staff does agree that timelines should be agreed upon so that all parties involved have an expectation of speed of construction allowing for the ability to plan around these expectations
- Staff have put forth the following timelines to the developer and have not received any concerns to date

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- Fill placement along river front to be completed no later than August 31, 2021 or the fill will be removed from site and only brought back when it is being placed directly into place
- That the renovation of the original structure be completed within 1 year of the building permit being issued
- That the construction of the large addition to the riverfront side of the original structure have a permit taken out within 2 years of the issuance of the original renovation permit and that the construction of the said addition be completed within 2 years of that permit issuance

In relation to the last request regarding not in-setting the balconies and patios, staff agree that from a construction perspective, the inseting area may cause issues with water penetration in the future, which can be avoided with good workmanship and attention to details. The concerns of the neighbouring properties owners could be mitigated by using complimentary lighting options and the use of privacy dividers. If the parties are unable to agree to the measures suggested above, then the original balconies / patios insets proposed and agreed to at the OMB will be the appropriate path forward.

Site plan agreements are used for implementing and documenting the requirements for the exterior conditions on a development. Some of the areas that are addressed include grading and drainage, parking, screening, landscaping, and lighting. Section 5.0 of the Town's Official Plan have been provided below for clarification.

**5.0 – IMPLEMENTATION** This Part of the plan provides for the efficient and effective regulatory and decision-making procedures that will be used to guide the development and management of the Town's physical environment and to achieve the community vision outlined in Part I – Introduction and Overview. The policies in this Part are intended to be used in conjunction with the other policies of this Plan.

**5.1 - IMPLEMENTATION TOOLS** The Town has a multitude of tools available to it to implement the principles, goals, and policies of this Official Plan. These tools are conferred upon the Town primarily by means of the *Municipal Act* and the *Planning Act*. These tools provide the regulatory framework and decision-making procedures necessary to manage physical development in the Town of Prescott.

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One of the implementation tools is Site Plan Control as per 5.2.2. (15-18) of the Official Plan which is also provided.

#### Site Plan Control

15. Designate the entire Town of Prescott as a site plan control area and require site plan approval for all new non-residential development and residential development of 3 units or more. A site plan control by-law may be enacted by Town Council as part of the updated Zoning By-law and may affect all or part of the site plan control area.

16. Exempt the following types of development from the site plan control requirements, unless approval conditions as part of the creation of a new lot by plan of subdivision or consent to land severance require that they be subject to site plan approval: • A single unit dwelling; • A semi-detached dwelling; • A duplex dwelling; and • Accessory buildings, minor renovations, and extensions to the above uses.

17. Require that an application for site plan control approval include plans and drawings that show the location of all buildings and structures to be built and all facilities to be provided as part of the proposed development. Criteria for review of the application should include:

- Compatibility with adjacent uses;
- Urban design standards;
- Function and efficiency;
- Safety and access;
- Adequacy of servicing;
- Grading and drainage; and
- Landscaping and lighting.

18. Require the fulfillment of conditions and an agreement for site plan approval based on the provisions for site plan control as specified in the Planning Act.



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This agreement is considered major in nature, due to the fact that construction of the addition is larger than the original building and also due to the history of this development.

After submission of the proposal to the various departments within the Town, the following was discussed and agreed with the developer/owner and will be provided prior to agreement deemed complete.

- A) Submission and acceptance of costs in which securities/bonds will be based.
- B) Clear indication of refuse collection for the building when completed and if outside the building to be adequately screened and maintained.
- C) Handicap parking to be provided and clearly indicated both inside and outside.
- D) Exterior Lighting to be provided at location on the existing and new addition and identified with \* symbol. All lighting to point towards the ground. This will assist in minimizing light pollution for the town in general and the residential area that abuts in practicality.
- E) Final determination regarding the balconies/patios.

### **Financial Implications:**

At this point, as the Town will be accepting securities/bonds in relation to works, the Town may need to complete if needed. Owners are also aware that the final permit will not be issued until all site plan conditions are completed and implemented. If needed, owners are aware that work will be completed by Town and added to the property tax bill.

### **Attachments:**

- Staff Report 06-201
- Staff Report 11-2017
- Prescott Heritage Report 2016



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|                       |   | Date Req'd  |
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- WSP Memo
- Comments received from interested parties
- Proposed Site Plan Agreement and Schedules – *Subject to change*

*Submitted by*

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Shawn Merriman  
Manager of Building and By-law



|                       |   |              |
|-----------------------|---|--------------|
|                       |   | Date Req'd   |
| Information Purposes  | X | Feb 21, 2017 |
| Policy / Action Req'd |   |              |
| Strategic Plan        |   |              |

## STAFF REPORT TO COUNCIL

Report No. 06-2016

February 21, 2017

From: Pierre Mercier

RE: Update on Wiser Hall

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### RECOMMENDATION:

That Council receive this report for information.

### REPORT:

On January 27, 2017, the Ontario Municipal Board (OMB) wrote to the applicant for the Wiser Hall condominium development proposal with a copy sent to appellants, requesting an update on the status of the application. Council may remember that a zoning by-law amendment was approved allowing for the redevelopment of the Wiser Hall property, which by-law was subsequently appealed to the OMB.

The case before the OMB was resolved through a negotiated agreement between the developer and 3 appellants who had opposed the project based on scale and design. The revised site plan became the basis for an amendment to the zoning by-law that Council had approved in order to reflect the agreed upon site development design.

The OMB decision was positive in terms of agreeing to amend the zoning by-law however the Board required that the new site plan be approved by the Town of Prescott. To date the developer has not moved forward on obtaining the final approval as he was focused on other projects as well as on pre-sales for the Wiser Hall units. The Board is seeking to close the file and has asked that the applicant provide a progress report by February 27, 2017. Attached for Council's information is the letter from the OMB as well as the response from the developer's solicitor.

The process required to finalize the OMB process is as follows:

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|-----------------------|---|--------------|
|                       |   | Date Req'd   |
| Information Purposes  | X | Feb 21, 2017 |
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1. CAO to meet with the developer to review site plan drawings and to identify any issues or concerns based on the OMB decision with respect to the preferred site plan. (This meeting has occurred and it has been confirmed that no changes are proposed to the site plan.)
2. A meeting will be held with the 3 appellants in order to review the plans and confirm that all is as agreed upon.
3. The site plan will be submitted to the Planning Advisory Committee for review and recommendation to Council.
4. The site plan will be submitted to Council at the January meeting for final approval.
5. Council's decision will be sent to the OMB for the preparation of the Board's order.

#### **ATTACHMENTS:**

Correspondence from and to the OMB.

#### **FINANCIAL IMPACTS**

None.




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Pierre Mercier  
CAO

**Environment and Land Tribunals  
Ontario**

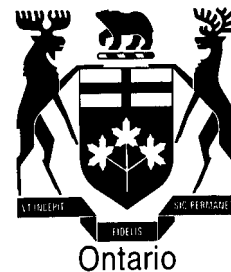
Ontario Municipal Board

655 Bay Street, Suite 1500  
Toronto ON M5G 1E5  
Telephone: (416) 212-6349  
Toll Free: 1-866-448-2248  
Fax: (416) 326-5370  
Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca)

**Tribunaux de l'environnement et de  
l'aménagement du territoire Ontario**

Commission des affaires municipales  
de l'Ontario

655 rue Bay, suite 1500  
Toronto ON M5G 1E5  
Téléphone: (416) 212-6349  
Sans Frais: 1-866-448-2248  
Télécopieur: (416) 326-5370  
Site Web: [www.elto.gov.on.ca](http://www.elto.gov.on.ca)



January 27, 2017

Janet Bradley  
Borden Ladner Gervais LLP  
100 Queen Street, Suite 1300  
Ottawa, ON K1P 1J9  
[REDACTED]

|          |                       |   |
|----------|-----------------------|---|
| Subject: | Case Number:          | PL130046  |
|          | File Number:          | PL130046  |
|          | Related File Numbers: | PL100814, PL110743, PL110744, PL110855                |
|          | Municipal Number:     | 29-2012   |
|          | Property Location:    | 763 King St W   |
|          | Applicant:            | 1799691 Ontario Limited                               |
|          | Appellants:           | Mary Campbell, Nancy Casselman, John & Jeanne Chaters |

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This case has been reviewed by a Vice-Chair of the Board and case management staff and it has been noted that the case has been inactive for some period of time.

Please note that subsection 37.1 (1)(b) of the *Ontario Municipal Board Act* (OMBA) states:

Despite the *Statutory Powers Procedure Act* or any other Act, the Board may dismiss any matter brought before it without holding a hearing on its own motion if,

- (b) the person or public body that brought the matter before the Board has not responded to a request by the Board for further information within the time specified by the Board.

The Board is requesting an update on the status of this case pursuant to this section of the OMBA.

I have been directed by the Vice-Chair to request that you provide a written response to the Board on or before **Monday, February 27, 2017** that details how you intend to proceed to resolve this case in the most expeditious manner. This response should be provided in written form and not by e-mail.

The Board will carefully review your submissions and determine what future steps may be warranted, such as an appearance before the Board for a status hearing or further directions.

Please note that the Board has copied this letter to the other parties in this case. Any written submissions to the Board should also be copied to these parties.



Should you fail to provide the requested submissions by this date **Monday, February 27, 2017**, a Vice-Chair may dismiss the matter by order, without further notice and without holding a hearing event.

If you have any questions please contact Ryan Co at 416-326-8946 or [ryan.co@ontario.ca](mailto:ryan.co@ontario.ca).

Yours truly,



Ryan Co  
Case Coordinator, Planner  
(416) 326-8946



JANET E. BRADLEY  
T 613-787-3749  
F 613-230-8842  
jbradley@blg.com

Borden Ladner Gervais LLP  
World Exchange Plaza  
100 Queen St, Suite 1300  
Ottawa, ON, Canada K1P 1J9  
T 613.237.5160  
F 613.230.8842  
F 613.787.3558 (IP)  
blg.com



February 9, 2017

**Delivered by Mail and Email to the Board and Email to the Parties**

Environment & Land Tribunals Ontario  
Ontario Municipal Board  
655 Bay Street  
Suite 1500  
Toronto, ON M5G 1E5

Attention: Ryan Co, Case Coordinator

Dear Mr. Co:

**Re: Ontario Municipal Board File No. PL130046 Relating to Property at 763  
King St. W., Prescott, ON**

Thank you for your letter of January 27, 2017, relating to the above noted matter.

In its Decision issued on December 29, 2014, the Board ordered that its final order would be withheld until the Board was notified that the Town had finally approved the site plan in accordance with the Minutes of Settlement and the revised heritage permit application under the *Ontario Heritage Act*.

Following the Decision, the detailed plans were finalized and submitted to the Town's land use planning consultants, Novatech, which has circulated a copy of the final plans to the appellants, as required by the Board's Decision. The Heritage Committee considered the heritage application pursuant to the Ontario Heritage Act on April 13, 2016 and recommended approval. A copy of a letter/report from Novatech to the Town dated April 22, 2016, which outlines the process and plans reviewed, is attached hereto.

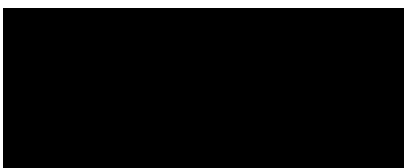
As of April 22, 2016, we understand all that remained to be completed was consideration of the Novatech report and its recommendation to Planning Committee and Council for final approval. However it would appear that because our client was not intending to immediately proceed, the matter failed to get on a Committee agenda. We are advised by Pierre Mercier, the CAO of the Town, that he is now arranging a date for Planning Committee and Council to consider final approval and notification to the Ontario Municipal Board. However, it will be the end of March before the matter can reach Council.

It is therefore our intent to get back to the Board on this matter by the middle of April of this year.  
We trust this is satisfactory to the Board.

Yours very truly,



Janet Bradley  
JEB/ms



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|                       |   | Date Req'd    |
| Information Purposes  |   |               |
| Policy / Action Req'd | X | March 27, '17 |
| Strategic Plan        |   |               |

## **STAFF REPORT TO COUNCIL**

**Report No. 11-2017**

**March 27, 2017**

From: Pierre Mercier

RE: Wiser Hall Site Plan Approval

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### **RECOMMENDATION:**

That the Site Plan for the Wiser Hall development be approved and the CAO be directed to prepare and sign a site plan control agreement, which agreement shall be registered on title.

### **REPORT:**

On January 27, 2017, the Ontario Municipal Board (OMB) wrote to the applicant for the Wiser Hall condominium development proposal, with a copy sent to the appellants, requesting an update on the status of the application. Council may remember that a zoning by-law amendment was approved allowing for the redevelopment of the Wiser Hall property, which by-law was subsequently appealed to the OMB.

The case before the OMB was resolved through a negotiated agreement between the developer and 3 appellants who had opposed the project based on scale and design. The revised site plan became the basis for an amendment to the zoning by-law that Council had approved in order to reflect the agreed upon site development design.

The OMB decision was positive in terms of agreeing to amend the zoning by-law however the Board required that the new site plan be approved by the Town of Prescott. To date the developer has not moved forward on obtaining the final approval as he was focused on other projects as well as on pre-sales for the Wiser Hall units.

The following steps have been taken to ensure that the OMB decision on the development is being respected:

1. CAO has met with the developer to review site plan drawings and to identify any issues or concerns based on the OMB decision with respect to the preferred site

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|                       |   | Date Req'd    |
| Information Purposes  |   |               |
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| Strategic Plan        |   |               |

plan. It has been confirmed that no changes are proposed to the site plan. A small modification to the existing building is required through the addition of an exterior fire escape.

2. A meeting was held with the 3 appellants in order to review the plans and confirm that all is as agreed upon. The meeting took place March 20<sup>th</sup> and the 3 appellants were satisfied that the site plan reflects what was agreed at the OMB hearing.
3. The site plan must be formally approved by Council.
4. Council's decision will be sent to the OMB for the preparation of the Board's order.

Once the final Board order is released, staff will prepare a Site Plan Control Agreement for execution with the developer. The agreement will be registered on title thereby ensuring that any possible subsequent owner would be bound by the content of the agreement if development is to proceed.

In April of 2016, the Town's land use planning consultants prepared a detailed letter report on the hearing and the process required to finalize the development approval process. That report is attached for further information.

#### **ATTACHMENTS:**

- Novatech April 22, 2016 report
- Wiser Hall Site Plan

#### **FINANCIAL IMPACTS**

None.



Pierre Mercier, MCIP, RPP  
CAO

April 22, 2016

**By Email**

Mr. Pierre Mercier, CAO  
Town of Prescott  
360 Dibble Street  
Prescott, Ontario  
K0E 1T0

Dear Mr. Mercier,

**Re: Wiser Hall Site Plan Review  
763 King Street West  
Part Lot 42 and Part Water Lot, Block 3, Registered Plan 19;  
Augusta Concession 1, Part Lot 5  
Plan 15R-7987 Part 1 and 2  
Our File: 112136**

As requested, Novatech is providing the following comments in relation to our review of the above-noted site plan application for the redevelopment of Wiser Hall, located at 763 King Street West. The subject property is an approximately 0.5 ha waterfront parcel with approximately 47 metres of frontage on King Street, and legally described as Part of Lot 42 and Part of Water Lot 42, Block 3, Registered Plan 19, in the Town of Prescott. A narrow strip of land along the west boundary of the property (approx 0.1 ha) is located in the neighbouring Township of Augusta, and is not subject to site plan approval by the Town.

By way of background, the Wiser Hall property has been subject to significant discussion regarding redevelopment. The site plan relates to a redevelopment proposal that was brought forward in 2012, that involved the conversion of the property's existing principal structure into 4 residential units and the construction of an addition attached to the rear of the historic house that included 8 residential units for a total of 12 units on the property. Underground parking for 16 vehicles was to be provided below the proposed addition which were to be accessed via the existing easterly driveway entrance leading to a garage entry ramp on the east side of the dwelling. Four surface parking spaces were to be provided towards the front of the existing dwelling and were to be accessed from the existing westerly driveway entrance. Town Council agreed to the proposed development, and the Town's Comprehensive Zoning By-law was amended to rezone the property to Medium Density Residential Special Exception – 1 (R2-1). The amendment was appealed to the Ontario Municipal Board in December 2012 by Nancy Casselman, John and Jeanne Chaters, and Mary Campbell on the basis that the amendment represents an overdevelopment of the property and that the development is out of character with the neighbourhood and heritage interests of the property.

Following the appeal, effort on the part of both the developer and the appellants led to the redesign of the Wiser Hall expansion. The revised concept maintained the proposed conversion of the existing principal structure into 4 residential units, but the rear addition was redesigned. With input from an architect retained by the appellants, the 2-storey addition was reconfigured such that the addition would extend westerly (parallel to King Street) and would include 8 new units with each of the new units in the addition being oriented north/south (i.e. facing the river). Underground parking was designed for 15 vehicles below the proposed addition which would be accessed via a garage ramp located on the west side of the existing dwelling. Two surface parking spaces as well as 1

handicap parking space are to be provided towards the front of the existing dwelling and accessed from the existing westerly driveway entrance. The existing docking facilities are to be modified to accommodate a maximum of 6 boat slips.

Through negotiations between both parties which included input from the Town's planning consultant and legal counsel, both parties agreed to Minutes of Settlement and a revised Zoning By-law that reflected the new building design and docking facilities. A telephone conference settlement hearing occurred on December 1, 2014 and a Decision by the Board was issued on December 29, 2014. The Board decision contained the Minutes of Settlement and the revised Zoning By-law No. 29-2012, but withheld its order on the revised By-law until such time the revised Site Plan application and revised heritage permit, both of which are required to implement the settlement, have been reviewed by the appellants and approved by the Town.

In the intervening period, a detailed site plan package was prepared on the basis of the Minutes of Settlement and revised Zoning amendment. The following materials were submitted in relation to the site plan approval:

- Site Plan drawing set, including garage, roof, floor plan, elevations, unit plans, all prepared by RMP Construction & Development
- Grading and Drainage Plan, prepared by Eastern Engineering
- Servicing Plan, prepared by Eastern Engineering
- Sediment and Erosion Control Plan, prepared by Eastern Engineering
- Storm Sewer Design Brief, prepared by Eastern Engineering
- Sanitary Design Brief, prepared by Eastern Engineering
- Landscape Plan, prepared by Golder Associates

A separate application for a permit under the *Ontario Heritage Act* is required pursuant to the Board Order and was considered by the Heritage Committee on April 13, 2016.

The above-noted Site Plan drawing set and Landscape Plan has been reviewed by Novatech and the civil drawings and design briefs were reviewed by the Town's consulting engineer, WSP. The site plan package has been reviewed and found to be suitable for site plan approval for the following reasons:

- The proposed development conforms to the policies of Town's Official Plan with respect to density, built form, and heritage considerations.
- The proposed development complies with the Minutes of Settlement and Zoning By-law, as amended by the Board. The site plan reflects the revised design, namely, the reorientation of the addition, redesign of the roof lines on the addition to better fit with the existing heritage building, and relocation of the parking garage entry. The site plan complies with the special zoning provisions to address building setbacks and encroachments, lot coverage, parking, and docking arrangements, all as set out in the Minutes of Settlement and revised Zoning By-law for the R2-1 zone.
- In response to concerns regarding heritage conservation, the revised design is in keeping with the principles and concepts outlined in the Heritage Conservation Plan and Heritage Impact Assessment, previously submitted. Through input from the appellants consulting architect, the rear addition was revised to incorporate a design that would respect the heritage features of the

Wiser Hall and the Wiser Hall property. The revised addition design and orientation have been found to be in compliance with the applicable governing heritage conservation principles described in the reports.

- The technical submission prepared by Eastern Engineering has been reviewed by the Town's engineering consultants and found to be acceptable. Development of the site will be in accordance with the approved technical drawings and reports, and as set out in the conditions of a site plan control agreement.
- The proposal has undergone significant revision to address the concerns of the appellants. The Town has circulated a copy of the site plan package and draft site plan agreement to the Appellants for their review, pursuant to the Minutes of Settlement.
- The site plan approval would include the following plan and reports:
  - Grading and Drainage Plan, Dwg 1, Rev 3, dated June 18, 2015, prepared by Eastern Engineering Group Inc.
  - Servicing Plan, Dwg 2, Rev 3, dated June 18, 2015, prepared by Eastern Engineering Group Inc.
  - Sediment and Erosion Control Plan, Dwg 3, Rev 2, dated May 4, 2015, prepared by Eastern Engineering Group Inc.
  - Landscape Plan, Dwg L1, Rev 4, dated January 26, 2015, prepared by Golder Associates,
  - Landscape Plan, Dwg L2, Rev 4, dated January 26, 2015, prepared by Golder Associates,
  - Site Plan drawing set, prepared by RMP Construction & Development, including namely:
    - Site Plan, Dwg SP1, Rev 18, dated February 20, 2015
    - Garage, Dwg A2, Rev 12, dated September 22, 2014
    - Main Floor, Dwg A3, Rev 12, dated September 22, 2014
    - Second Floor, Dwg A4, Rev 12, dated September 22, 2014
    - Roof, Dwg A5, Rev 7, dated January 5, 2015
    - Elevations, Dwgs A6 and A7, Rev 13, dated October 14, 2014
    - Sections, Dwg A8, Rev 12, dated September 22, 2014
    - Unit plans, Dwgs A9-A14
  - Heritage Conservation Plan, prepared by Golder Associates, dated June 2012
  - Heritage Impact Assessment, prepared by Golder Associates, dated December 2013
  - Letter from Golder Associates, dated November 4, 2014

On the basis of the forgoing, site plan approval of the development should be subject to the following condition, all of which have been included in the site plan agreement:

*Standard Conditions:*

1. The Owner shall obtain such permits as may be required from Municipal, Provincial or Federal authorities and shall file copies thereof with the Town.
2. The Owner agrees that the site shall be developed in accordance with the approved plans.
3. The Owner shall reinstate at its expense, to the satisfaction of the Town, any property of the Town, including, but not limited to roads, entrances, sidewalks and curbs, boulevards, that are damaged as a result of the subject development.



4. The Owner acknowledges and agrees to provide the Town, upon completion of all works, certification that all works have been completed in conformity with the approved plans.
5. The Owner agrees to comply with any and all requirements of the relevant utility companies.

*Special Conditions (these special conditions form part of the Minutes of Settlement)*

1. That the Owner covenants and agrees that no boathouse shall be constructed on the Lands. This restriction does not prevent the construction of accessory structures otherwise permitted by the Town of Prescott Comprehensive Zoning By-law as long as such accessory structures are not used for boat storage.
2. That the Owner shall deliver notice to the owners of 724 King Street West, 741 King Street West, and 770 King Street West, requesting an inspection of the dwellings, prior to commencement of construction. If permitted by the respective owners of these properties, the inspections shall include, without limitation, the coach house at 724 King Street West. Each party shall have thirty (30) days from the delivery of the notice to consent to the inspection and to provide access to the relevant property at a time reasonably convenient to the proponents building inspector, failing which a party who failed to provide consent and reasonable access within the said thirty (30) period shall have no further entitlement to receive an inspection. The inspection shall be completed prior to the commencement of any construction on the property and shall include photographs or videos to document the existing condition of the relevant dwelling or coach house, including the foundation, walls, windows and roof. A copy of all inspection materials will be provided, respectively, to each of the owners of the above-noted properties.
3. That the Owner shall at his cost, install and maintain a fence on the Owner's side of the property line between the 763 King Street West and 741 King Street West, as shown on Drawing L1 and L2, as listed in Schedule "B".
4. That construction in relation to the works described herein shall only take place between the hours of 8:00 am to 6:00 pm, Monday to Friday. No construction shall take place on weekends or statutory holidays.
5. That the Owner covenants and agrees to implement the recommendations of the Heritage Conservation Report, Heritage Impact Statement, and letter dated November 4, 2014, all prepared by Golder Associates, and listed in Schedule "B" of the site plan agreement.

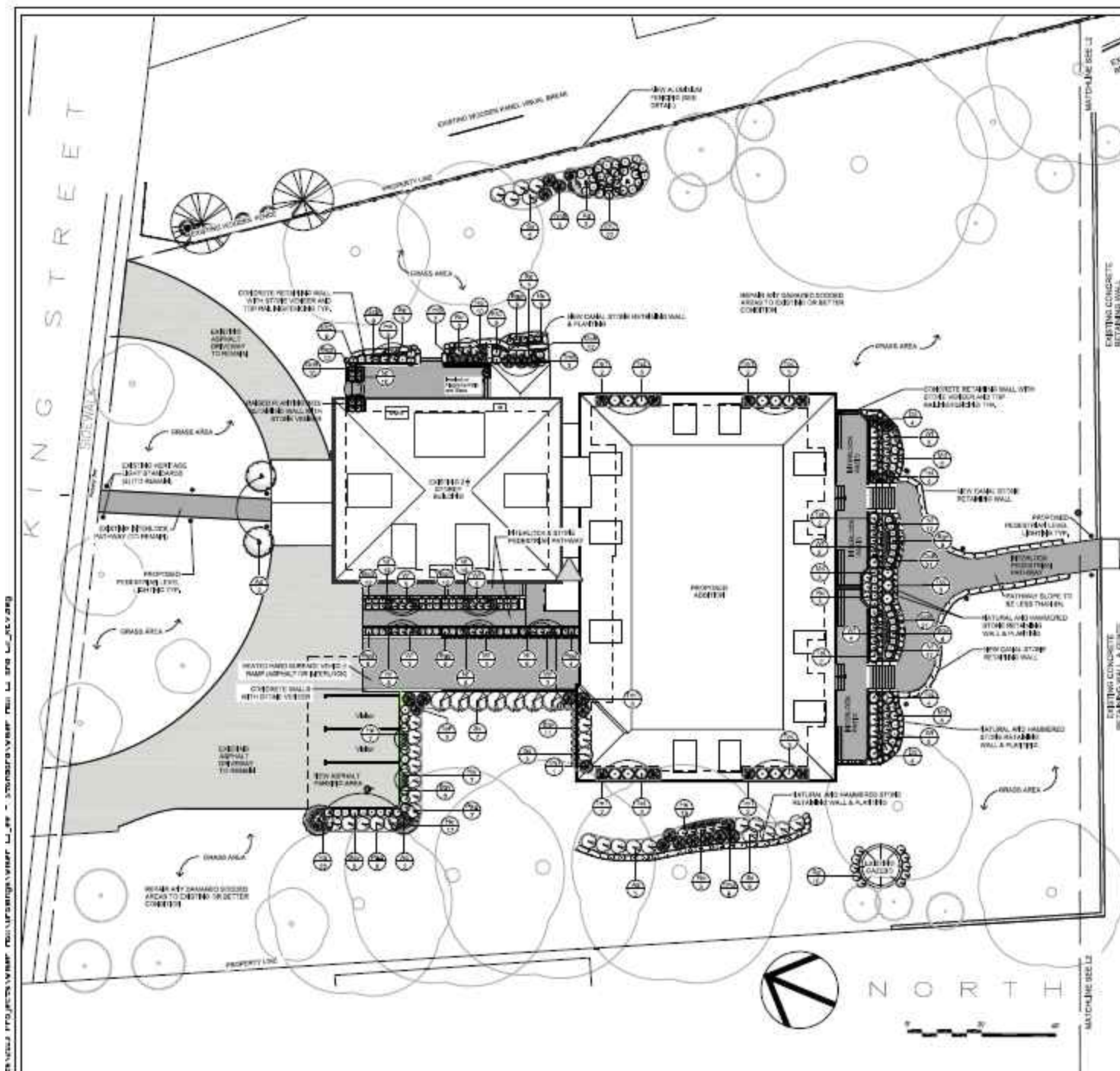
Please do not hesitate to contact the undersigned if you have any questions.

Yours truly,










**NOVATECH**



Steve Pentz, MCIP, RPP  
Planner



**LEGEND**

-  COUNTRY HOUSE (1800-1900) (100)
-  COUNTRY HOUSE (1800-1900) (100)
-  PROPOSED COUNTRY HOUSE (1800-1900) (100)
-  PROPOSED COUNTRY HOUSE (1800-1900) (100)
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-  PROPOSED COUNTRY HOUSE (1800-1900) (100)

| PROPOSED PLANT SCHEDULE    |          |  |                        |                |      |          |
|----------------------------|----------|--|------------------------|----------------|------|----------|
| SYMBOL                     | QUANTITY | Botanical Name                           | COMMON NAME            | Caliper Height | ROOT | SPACING  |
| Deciduous Trees and Shrubs |          |  |                        |                |      |          |
| M6                         | 10       | <i>Salix alba</i> var. <i>caprea</i>     | Winter Green Willow    | 100cm          | 200  | 2' O.C.  |
| T61                        | 10       | <i>Taxus canadensis</i>                  | White Pine             | 100cm          | 100  | As shown |
| T62                        | 10       | <i>Taxus canadensis</i>                  | White Pine             | 100cm          | 200  | 2' O.C.  |
| T63                        | 20       | <i>Thuja occidentalis</i> 'Little Green' | Blue Green Arborvitae  | 100cm          | 200  | 2' O.C.  |
| T64                        | 2        | <i>Thuja occidentalis</i> 'Saxatilis'    | Green Globe Arborvitae | 100cm          | 200  | As shown |
| Shrub and Groundcover      |          |  |                        |                |      |          |
| S61                        | 10       | <i>Spirea alba</i>                       | White Spirea           | 100cm          | 200  | 2' O.C.  |
| S62                        | 10       | <i>Spirea alba</i>                       | White Spirea           | 100cm          | 200  | 2' O.C.  |
| S63                        | 10       | <i>Spirea alba</i>                       | White Spirea           | 100cm          | 200  | 2' O.C.  |
| Perennials                 |          |  |                        |                |      |          |
| P61                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P62                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P63                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P64                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P65                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P66                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P67                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P68                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P69                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P70                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P71                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P72                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P73                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P74                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P75                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P76                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P77                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P78                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P79                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P80                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P81                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P82                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P83                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P84                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P85                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P86                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P87                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P88                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P89                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P90                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P91                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P92                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P93                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P94                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P95                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P96                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P97                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P98                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P99                        | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |
| P100                       | 10       | <i>Hosta</i> 'Blue Heaven'               | Blue Heaven Hosta      | 100cm          | 200  | 2' O.C.  |

[illegible]

Concept F  
Wiser Hall

Landscape Plan

Project number: wh-7

Date: Dec 1, 2014

|          |    |
|----------|----|
| Drawn by | EE |
|----------|----|

|            |    |
|------------|----|
| Checked by | DW |
|------------|----|

|    |
|----|
| L1 |
|----|

Scale  
(Arch. D)  $1/16" = 1'-0"$



**Subject: Report to Council from the Prescott Heritage Committee on Wiser Hall**

**Date: April 13, 2016**

**From: Fraser Laschinger, Acting Chairman**

**Please find the attached report from the Prescott Heritage Committee containing the recommendations on Wiser Hall Redevelopment. The Prescott Heritage Committee is mandated by By-law 21-2011 to advise and assist Council on matters relating to properties of cultural heritage value. Wiser Hall was designated a heritage property in 1996 by the Town of Prescott (By-law 26-1996). The heritage permit decision by Council is one of the two outstanding issues in the OMB decision on Wiser Hall, the other being the site plan approval, which will be the subject of a separate staff report to Council.**

## **DECISION OF PRESCOTT HERITAGE COMMITTEE ON PELDA PROPOSAL TO DEVELOP WISER HALL INTO A CONDOMINIUM COMPLEX**

### **Summary:**

The Prescott Heritage Committee on April 13, 2016 held a public hearing on the application of a heritage permit by Mr. Robert Pelda, of RMP Construction, to alter the property at 673 King St. West, known as Wiser Hall. His proposal is to convert the existing residential single family house into a condominium complex, with a new addition added to the existing house. The Committee reached a unanimous decision to recommend to Council the approval of Mr. Pelda's application.

### **Background:**

The Prescott Heritage Committee is mandated by its by-law (No. 21-2011) to advise and assist Council on matters relating to properties of cultural heritage value. Council retains the final authority to decide whether to grant permission to the developer to alter a designated property. Wiser Hall was designated a heritage property in 1996 by the Town of Prescott (By-law 26-96). The committee may make a recommendation to approve the proposed development based on their judgment whether the proposed alterations adequately take into account and respect the original reasons for designating the property as being of cultural heritage value to the community.

### **How the Heritage Act Applies to the Proposed Development:**

Section 33 of the Heritage Act applies to alterations of designated properties. Given that the by-law designating Wiser Hall predates the current s.33 of the Act, the original version of s.33 shall apply (s.33.1). It stipulates that no owner of a designated property shall alter the property where the alteration is likely to affect the reason for the designation unless the owner applies to the council and receives consent in writing to the alteration.

## **The Reasons for the Designation of Wiser Hall**

The by-law designating Wiser Hall was based on a recommendation by the Conservation Review Board in 1996 which, following public hearings, recommended that Wiser Hall be designated under *Part IV* of the *Ontario Heritage Act*.

The reasons that the Board put forth and that are reflected in the by-law are as follows:

- 1) Wiser Hall is a key element in the cultural landscape which dominates the western entrance to the town;
- 2) The building is a physical reminder of the community's link to the J.P. Wiser family;
- 3) The Edwardian house reflects American Four-Square and the Craftsman style; and
- 4) There is a strong building-site relationship to the riverfront property.

The Board noted and the by-law states that future evolution of the property could continue if such alterations respected the existing character of the property and retains the existing house.

The reasons for designation should guide the future evolution of the property and ensure that the heritage character is maintained.

## **Evaluation of Pelda Proposal:**

- 1) Maintains existing building and distinctive porte-cochere (although somewhat modified) but eliminates the riverside porch, which was a later addition to the original house. The distinctive chunky columns of the porte-cochere, which have shifted on their foundations, appear to be replaced with twin posts in the design.
- 2) Maintains most of the elements reflecting Edwardian period of architecture featuring American Four-Square and Colonial Revival or Craftman's styling of the original design and incorporates these into the design of the

addition. These elements include wide overhanging eaves with exposed rafter tails and a cleaner, simpler external design finished in stucco.

- 3) Proposed changes respect the existing and intrinsic character of the building.
  - a) The massing, scale and elevations of the addition clearly reflect and are sympathetic to the design of the original building;
  - b) Elements of Wiser Hall are used in the new addition, e.g. wide overhanging eaves and exposed rafter tails, similar roof lines atop a two storey addition with dormer windows, similar to those on Wiser Halls' two and a half storeys;
  - c) Similar window sizes and treatment;
  - d) Same stucco finish;
  - e) Relationship to the riverfront altered somewhat because of the larger size of the overall building but presents a riverside facade with similar elements to the original as noted in (b);
  - f) Landscaping and parking have been accommodated in a way which minimizes the impact of the addition of 8 units; and
  - g) While there is an obvious loss of lawn particularly on the riverfront of the house, there is still space for grass, trees and shrubs on the riverfront and side yards to the property.
  - h) The proposed design would eliminate the brick columns supporting the porte-cochere and replace them with slimmer wooden columns, still in the style of Craftsman architecture. The columns have shifted and would need to be replaced in any event. Mr. Pelda was encouraged by the Committee to consider rebuilding them if that was feasible.

### **Recommendation:**

The Prescott Heritage Committee recommends, for the above reasons, that the application for a heritage permit by RMP Construction be approved by Council.





## MEMO

**TO:** Shawn Merriman, Manager of Building and By-law, CBO, Town of Prescott

**CC:** Matthew Armstrong, CAO, Town of Prescott

**FROM:** Anita Sott, MCIP, RPP, Senior Planner, and  
Manon Belle-Ilse, MCIP, RPP, Senior Advisor – Planner

**SUBJECT:** 763 King Street West, OMB Decision and Heritage Inquiry –  
Preliminary Planning Comments

**DATE:** October 23, 2020

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It is our understanding that the Building & By-law Services Department of the Town of Prescott has received an inquiry from the Owner, for the property known as Wiser Hall, located at 763 King Street West, described as being Part of Lot 42 and Part of Water Lot in Front of Lot 42, Block 3 of Registered Plan 19. The property is located on King Street West, along the St. Lawrence River. The western boundary of the property is the municipal boundary for the Township of Augusta. The property is designated as a heritage property under the Ontario Heritage Act. We also understand that the property is proposed to be a redeveloped with twelve (12) residential units, comprised of the existing building converted into four (4) residential units, plus a proposed new building addition of eight (8) stacked townhouse dwellings.

## PLANNING CONTEXT

Based on information received from the Town on October 15, 2020, the Owner has proposed to commence a portion of the overall proposed redevelopment by renovating the existing designated heritage building and converting it into four (4) residential units. According to the information received, this property was subject to a Zoning By-law Amendment that was appealed by three rate payers. The Ontario Municipal Board (OMB) approved the proposed Zoning By-law Amendment, subject to an Order on consent on December 29<sup>th</sup>, 2014.

This memo provides comments on the interpretation of the OMB Decision and Order and the required conditions issued for the above-mentioned property, and

whether the redevelopment of the existing heritage building with the four (4) proposed units can proceed without Site Plan Control approval.

Our opinion will be based on the OMB Decision and Order that was issued on December 29<sup>th</sup>, 2014 and the Town of Prescott Staff report dated March 27<sup>th</sup>, 2017 issued by the Town's former CAO, Pierre Mercier. It is our understanding that the OMB Decision is based on its Order being met for the Zoning By-law No. 29-2012 to be in effect. Our review concerns the steps ordered by the OMB in conjunction with the process that occurred between the Town, the Owner, and the Appellants to fulfill the said conditions.

Section 12 of the OMB Decision and Order and Section 18 in Attachment 2 (Minutes of Settlement) state that site plan approval (i.e. a site plan agreement) is necessary before the Order becomes final, as copied below.

**1. Ontario Municipal Board Case No. PL130046, Issued on December 29<sup>th</sup>, 2014**

**a) Excerpt of Section 12:**

*[12] The Board therefore issues the following order on consent:*

1. *By-law No. 09-2009 of the Town of Prescott is hereby amended, in accordance with By-law No. 29-2012 as set out at "Attachment 1" to this Board Order.*
2. *As mentioned, the Minutes of Settlement, on which the approved By-law has been based, are attached hereto as "Attachment 2".*
3. *The Site Plan upon which the Minutes of Settlement and Zoning By-law have been based is attached hereto as "Attachment 3". However, the Site Plan has not yet been approved by the Town. The Board agrees that, in accordance with Section 18 of the Minutes of Settlement, the Board will withhold its final order until notified that the Town has finally approved the Site Plan, and the revised heritage permit application under the OHA.*

**b) Excerpt of Attachment 2, Minutes of Settlement, Section 18**

18. *The Parties agree to jointly request that the Board withhold its order on the Revised By-law until such time as:*
  - a. *the revised Site Plan application implementing this settlement and the Revised By-law has been reviewed by the Appellants and approved by the Town; and*
  - b. *the revised heritage permit application implementing this settlement and the Revised By-law has been reviewed by the Appellants and*



*approved by the Town;*

**2. Staff Report to Council, Report No. 11-2017, dated March 27, 2017, prepared by Pierre Mercier, MCIP, RPP, CAO**

In this report, the former Town CAO confirms the required steps that have been done and what steps remain to meet the OMB's Order:

*The following steps have been taken to ensure that the OMB decision on the development is being respected:*

- 1. CAO has met with the developer to review site plan drawings and to identify any issues or concerns based on the OMB decision with respect to the preferred site plan. It has been confirmed that no changes are proposed to the site plan. A small modification to the existing building is required through the addition of an exterior fire escape.*
- 2. A meeting was held with the 3 appellants in order to review the plans and confirm that all is as agreed upon. The meeting took place March 20<sup>th</sup> and the 3 appellants were satisfied that the site plan reflects what was agreed at the OMB hearing.*
- 3. The site plan must be formally approved by Council.*
- 4. Council's decision will be sent to the OMB for the preparation of the Board's order.*

Furthermore, the CAO recommended the following: *That the Site Plan for the Wisser Hall development be approved, and the CAO be directed to prepare and sign a site plan control agreement, which agreement shall be registered on title.*

In summary, the March 27th, 2017 recommendation was based on the fact that all parties were in agreement with the proposed site plan, but it appears that Steps 3 and 4 above have not been completed, based on information provided to WSP by the Town. According to the Local Planning Appeal Tribunal's website, the status of this OMB decision is closed.

## **ASSUMPTIONS**

Based on the information that we have received, we assume that no Site Plan Agreement has been approved by the Municipal Council nor registered on Title. We also assume that a revised heritage permit application for the proposed redevelopment of the property has not been submitted and has not been approved by the Municipal Heritage Committee.

Consequently, we assume that the Board's Order remains and the conditions have not been fulfilled. The OMB approved Zoning By-law No. 29-2019 with the condition that the parties, being the Owner, the Appellants and the Town reach an agreement with the proposed Site Plan, and that a revised heritage permit application be approved, before the OMB issues its final Order. As such, the

Zoning By-Law Amendment is not in full force and effect.

### **RECOMMENDATION**

Based on our assumptions, we recommend that the Owner submit a revised site plan to the Town for approval, and that a Site Plan Agreement be established between the Town and the Owner. As the Town has noted that the Owner proposes to revise the site plan with new access/egress and a sunroom, the site plan should be reviewed with the Appellants, as it differs from the site plan previously reviewed at the time of the OMB Decision and Order. The site plan agreement should include the approved site plan, agreed to by all parties.

In order to respond to the Owner's wishes to move forward with the conversion of the existing building into four (4) units, the Site Plan could include phases, such as:

- Phase I – Redevelopment of the existing building into a four (4) unit residential condominium including the exterior fire escape.
- Phase II – Development of the eight (8) stacked townhouses.

In the event, the Owner wishes to go forward with his project in phases, the parking issue shall be resolved, since only three (3) parking spaces are allowed on site and the remaining required parking spaces shall be underground.

While the site plan application is being considered by staff and Council, the proposed project and associated heritage permit application should be submitted simultaneously for consideration to the Municipal Heritage Committee.

Once the Agreement has been signed and registered by all parties and the Municipal Heritage Committee has passed a resolution approving a heritage permit for the project, a letter from the Town should be sent to the Local Planning Advisory Tribunal (LPAT) to fulfill all of the OMB's conditions and to obtain the final Order for the approval of Zoning By-law No. 29-2019.

It is our professional opinion that once all the OMB's conditions have been met and a final Order is issued, a building permit could be issued by the Town for the conversion of the Wisser Hall Heritage Building.

Please feel free to contact Manon Belle-Isle (Manon.Belle-Isle@wsp.com or 613-690-1226), or Anita Sott (Anita.Sott@wsp.com or 613-690-1121), if you have any questions or require additional information.



Yours truly,  
**WSP**

A handwritten signature in black ink, appearing to read 'M. Belle-Isle'.

Manon Belle-Isle, MCIP, RPP  
Senior Advisor – Planner

A handwritten signature in black ink, appearing to read 'A. Sott'.

Anita Sott, MCIP, RPP  
Senior Planner

## **Draft Email to Prescott Council**

**Title:** Response to the Request to Finalize the Wiser Estates Site Plan

**From:** Nancy

**Copy:** Mary, Bonnie, Steve

**To:** Sean Merriman, Brett Todd (?)

Dear Mr Merriman,

Thank you for meeting us recently and walking us through the changes to the Wiser Hall site plan that has been proposed by the owner. Attached to this email is our detailed response, which we would summarise as:

- We are not opposed to the construction of Wiser Estates, subject to us reaching an agreement about the feedback described in the attached.
- Since 2013, the Owner of Wiser Estates has made a number of predictions about when the builds for their developments in Cornwall (the Bell Tower) and Gananoque (Island Harbour Club) will be complete. Those predictions have invariably proven to be incorrect. According to statements made by the Owner, the Gananoque development is years behind schedule. The Owner is further claiming that the Cornwall development will complete this year, when that is clearly not going to be the case as the structure is not yet weather tight.
- By comparison, a different Developer in Gananoque (CaraCo) is on track to start housing owners of a larger condo development within 29 months, despite the complications that have been introduced by the Covid pandemic.

Given the above, we believe that strict conditions are required for the Wiser Estates planning that include:

- A firm deadline for the completion of construction once it begins, with penalties in the event of non-compliance.
- A carefully defined communication plan that describes the progress of construction, with penalties in the event of non-compliance.

There is one requirement that we have not added to the attached document, but which we believe should be enforced by the Prescott Council, independently of the Wiser site plan. The OMB gave clearance for the construction of Wiser Estates almost 6 years ago (case number PL130046 dated 29 December 2014), with the condition that the Prescott Council first approve the site plan. In 2017, the OMB asked for an update. The resulting Staff Report to Prescott Council (#11-2017), noted that the Owner had not moved forward on obtaining the final approval, "as he was focused on other projects as well as on pre-sales for the Wiser Hall units." There is no guarantee about when construction will begin, so we believe the Council should issue an immediate order for the owner of Wiser Estates (763 King St West) to improve the appearance of the property, including:

- Clear out all rubble from the grounds of the property,
- Improve the external façade of the building, including: (a) repair all plaster that has fallen off, (b) remove all plants and trees growing out of the walls & chimney, and (c) remove marks and blemishes, such as the outline of where the garage used to be.

We believe that 1 June 2021 is a reasonable deadline for the remediation described above, after which the Town Council should make the necessary arrangements, then bill the owner for the resulting cost and their services.

Lastly, there are a number of points that you made during our original meeting, which we would like to revisit and clarify. Referring to the sections in the document that we reviewed:

- 12.0 Default:
  - The Owner wishes it taken out, the Town wants it to stay in
- 14.0 Facilities and Work to be Provided:
  - The Owner wants it taken out, the Town wants it to stay in
  - j) The Owner wants it taken out, the Town wants it to stay in
- Schedule B
  - Site plan drawing set, including indented 8 points.
  - The Owner has indicated that A17-22 has changed. What has changed?
- Schedule D - Conditions:
  - 3. Is the fence not required?
  - 4. Construction times: the agreement stipulates these to be 8 am – 6 pm weekdays, and not on holidays or weekends. The Owner has indicated timings need to follow Town bylaws, what are they?

Please note that the requests being made in the attached document represent our preferred solution. As with all negotiations, there is room for compromise. We look forward to engaging with you, to complete the finalization of the Wiser Estates site plan.

Best Regards,

Nancy Casselman

## Response to RMP Requests to Modify the Agreement Governing By-law 06-2012

### Terminology:

Within this document, the following terminology will apply:

- Agreement: the document, entitled **Modify the Agreement Governing By-law 06-2012**, which the Respondents believe to be the site plan that needs to be approved for Wiser Estates in Prescott.
- Respondents: includes Nancy Casselman, Mary Campbell, Bonnie Stethem, Steve Chaters
- Owner: the owner of Wiser Estates at 763 King St West, Prescott Ontario, K0E 1T0, which is provided in the draft Wiser site plan agreement, is Robert and Teresa Pelda. As RMP Construction will complete the build, and Robert is the President of that company, the Respondents consider the two to be effectively inseparable. Thus, within the context of this document, statements by Robert Pelda or representatives of RMP Construction are considered to be representative of the Owner.

### Document Background:

The Respondents respectfully request that Prescott Town Council consider the changes to the Agreement that are described within this document. The OMB indicated in their ruling about Wiser Estates (case number PL130046 dated 29 December 2014) that the site plan for Wiser Estates was to be governed by the Minutes of Settlement between the Owner and Respondents (Attachment 2 within PL130046). The OMB stipulated however that they would not action the settlement described in PL130046 until the Agreement has been approved by Prescott Town Council. It should be noted that the Owner has recently requested modifications to the Agreement, and the purpose of this document is to both respond to the Owner and propose clarifications to the Agreement. The Respondents request that, once the Agreement / Prescott Site Plan has been modified, that they be given another opportunity to review it before the Prescott Town Council declares it finalized.

### Document Description:

The table below summarizes the Respondents position with regards to (a) the Owner's requests for modifications to the Agreement, and (b) our proposed clarifications to the Agreement. The purpose of each column within the table includes:

- Section – references the section in the Agreement about which the Respondents are commenting
- Owner Request – describes the requests that the Owner has made for revisions to the Agreement. "None made" indicates that the Owner has not requested the section in question be modified, but the Respondents are requesting clarifying text be added.
- Respondents Feedback – the input that the Respondents wish to make for the referenced section of the Agreement. Please note that numbers highlighted in bold red superscript (for example: <sup>1</sup>) are directing the reader to Internet links for publicly-available evidence within this document that will reinforce the point being made by the Respondents.

| Section              | Owner Request  | Respondents Feedback  |
|----------------------|--|---|
| 5.0 Completion Date  | None made.   | <p>No completion date for Wiser Estates has been provided in this section.</p> <p>In the past, the Owner has indicated that they would complete the build on a 58 unit condo in Gananoque in 2 years<sup>1</sup> and twice indicated that they would build a 55 unit condo in Cornwall within 18 months<sup>2</sup>. There is also a different developer that is on track to take occupancies for a 70 unit condo in Gananoque by the spring of 2021, 29 months after starting construction.<sup>3</sup></p> <p>Given the above, it seems reasonable to expect the 12 unit Wiser Hall development to be completed within 24 months, once construction starts. The Respondents request that the Completion Date be set at 24 months from the start of construction, and that the Completion Date be recorded within this section (5.0) of the document.</p> <p><b>References:</b></p> <p><sup>1</sup> During an interview in 2013, the Owner was quoted as saying that the Gananoque development would be complete by 2016, allowing 1 year for brownfield site clean-up beforehand:<br/> <a href="https://www.gananoquereporter.com/2013/06/18/commercial-and-residential-building-to-be-constructed-on-old-town-district-property/wcm/ad61c2f5-9e2e-37b3-6079-ca27ecb8746b">https://www.gananoquereporter.com/2013/06/18/commercial-and-residential-building-to-be-constructed-on-old-town-district-property/wcm/ad61c2f5-9e2e-37b3-6079-ca27ecb8746b</a></p> <p><sup>2</sup> In 2 separate interviews with different reporters, Robert Pelda indicated twice that he could complete construction of the 55 unit condo in Cornwall within 18 months, as per the two links below:<br/> <a href="https://www.cornwallseawaynews.com/2015/05/26/waterfront-living-never-felt-so-right/">https://www.cornwallseawaynews.com/2015/05/26/waterfront-living-never-felt-so-right/</a><br/> <a href="https://choosecornwall.ca/news-english/waterfront-condos-to-rise-at-cotton-mill-district/">https://choosecornwall.ca/news-english/waterfront-condos-to-rise-at-cotton-mill-district/</a></p> <p><sup>3</sup> According to the CaraCo website, the 70 unit Stone &amp; South condo development in Gananoque broke ground in January 2019, and their September 2020 construction journal indicates that they are on track for occupancies in late Spring, 2021 (see Appendix D for more details). This would be approximately 29 months after construction began: <a href="https://stoneandsouthcondos.ca/construction/">https://stoneandsouthcondos.ca/construction/</a>.</p> |
| 6.0 Site Development | Owner requested an external fire escape be added that was not in | <p>This would alter the appearance of the property, contrary to the previous agreement with the Respondents. Our strongly preferred option is for the Developer to offer internal fire escapes that conform to the Ontario Building Code. If this is <u>not possible</u>, then the dimensions of the external fire escapes should conform to the minimum for the Ontario Building Code: 1 meter in width for the staircase, with the landings measuring 1 m<sup>2</sup>.<sup>4</sup></p>  |

| Section              | Owner Request  | Respondents Feedback   |
|----------------------|--|--|
|                      | the original plans. The requested change is illustrated in diagram A14.  | <b>References:</b><br><sup>4</sup> Ontario Building Code 3.4.7.3. Access to Fire Escapes: <a href="http://www.buildingcode.online/434.html">http://www.buildingcode.online/434.html</a>  |
| 6.0 Site Development | Owner requested 3 external asphalt parking spaces be added that was not in the original plans. The requested change is illustrated in diagram #1.  | The Respondents are not opposed to 3 new asphalt parking spaces, but does not want any more than that.   |
| 6.0 Site Development | Owner requested balconies that jut out from the rear of the facility, when the original plans called for them to be inset into units 101 to 104. The requested change is illustrated in diagram A10. | The Respondents are opposed to this change, and want the balconies to be inset within the external wall of the facility as per the original plan. Less noise and light will emit from inset balconies.   |
| 11.0 Insurance       | Owner has requested the Certificate of Insurance be waived   | It is not clear exactly what insurance waiver has been requested by the Owner. The Respondents request that the Owner maintain sufficient insurance to cover any and all damages that may be caused to neighbouring properties, either by construction activities or any and all actions of the Owner's employees, contractors, sub-contractors, representatives, or affiliated persons or corporations. |



| Section      | Owner Request   | Respondents Feedback  |
|--------------|---|---|
|              |   | <p>In the event that the Owner should use explosives in support of construction, his area of financial responsibility should be in accordance with Section 120.07.03 of the <b>Ontario Provincial Standard 120 General Specification for the Use of Explosives</b>: “all buildings, Utilities, structures, water wells and facilities to be affected by the blast, and those within 75 meters of the location where explosives are to be used.”</p>   |
| 12.0 Default | <p>Owner requested to remove clauses that enable the town to levy costs against the owner to remediate any defaults from his obligations.</p> | <p>This section focusses on enforcing compliance, primarily with recovering costs the Town undertakes to rectify any matter for which the owner is liable. This Respondents firmly believe that the existing terms in this section should be retained.</p> <p>While the existing clauses are important, this section does not address a scenario in which the Owner fails to complete the build in a reasonable amount of time. According to public statements made by the Owner, of their active projects, construction is 3 years behind schedule for their Gananoque project (58 condos) <sup>5</sup>, and has fallen behind schedule on the Bell Tower project in Cornwall (55 condos) <sup>6</sup>. The Owner has committed to the completion of the Stephen Building in Cornwall (70 condos) by 2022<sup>7</sup>, despite minimal evidence of construction to date.</p> <p>In December 2014, the OMB rendered a decision to allow the Wiser Development to go forward, but required that the new site plan first be approved by the Town of Prescott.<sup>8</sup> The OMD asked for a progress update in 2017. The resulting Staff Report to Prescott Council (#11-2017), noted that the Owner had not moved forward on obtaining the final approval, “as he was focused on other projects as well as on pre-sales for the Wiser Hall units.”<sup>9</sup></p> <p>Given the above, our concern is that the Wiser Hall build will drag on for much longer than necessary, creating an extended and avoidable disruption to the neighbourhood and an embarrassment for the Town. The Respondents would like to update this section with specific penalties for failing to deliver the project in a timely fashion. Should the agreed Completion Date be missed by more than 3 months, the Town should levy a penalty fee of \$20,000 for each subsequent month that they fail to complete the build. The penalty fee should be applied automatically, and exemptions only be granted for extenuating conditions that are outside the control of the Owner and could not have been reasonably anticipated, and are of such severity that the Completion Date could not be economically met. For example, a tornado that destroys a significant part of the development would potentially be subject to an exemption, but the sudden bankruptcy of a supplier would not. The Agreement should stipulate that any penalties levied by the Town of Prescott would be taken from the security or bond that the Owner must post.</p> |

| Section | Owner Request | Respondents Feedback  |
|---------|---------------|---|
|         |               | <p><b>References:</b></p> <p><sup>5</sup> <b>Island Harbour Club, Gananoque.</b> In 2013, the Owner originally stated that this project would take 3 years to complete, and was 60% sold: <a href="https://www.gananoquereporter.com/2013/06/18/commercial-and-residential-building-to-be-constructed-on-old-town-district-property/wcm/ad61c2f5-9e2e-37b3-6079-ca27ecb8746b">https://www.gananoquereporter.com/2013/06/18/commercial-and-residential-building-to-be-constructed-on-old-town-district-property/wcm/ad61c2f5-9e2e-37b3-6079-ca27ecb8746b</a></p> <p>But the Ministry of the Environment did not approve the site until early 2017. At the time, a representative of the Owner stated he expects to proceed with construction in early May 2016 with a proposed completion date of December 2017: <a href="https://www.gananoque.ca/town-hall/town-news/ministry-of-the-environment-gives-the-green-light-for-the-island-harbour-club-development">https://www.gananoque.ca/town-hall/town-news/ministry-of-the-environment-gives-the-green-light-for-the-island-harbour-club-development</a>.</p> <p>In December 2019, a representative of the Owner reported that construction was supposed to be completed by the Spring of 2020, and the units were 100% sold: <a href="https://www.gananoquenow.ca/2019/12/06/island-harbour-club-in-gananoque-nearing-completion/">https://www.gananoquenow.ca/2019/12/06/island-harbour-club-in-gananoque-nearing-completion/</a></p> <p>Appendix A of this document provides photos taken on 10 November 2020, proving that the Gananoque development is still not complete, despite being completely sold out for at least 11 months.</p> <p><sup>6</sup> <b>Bell Tower, Cornwall</b></p> <p>In May 2015, Owner indicated that more than 60% of the building had been reserved, that construction would begin when 75% had been reserved, to begin an 18-month build: <a href="https://www.cornwallseawaynews.com/2015/05/26/waterfront-living-never-felt-so-right/">https://www.cornwallseawaynews.com/2015/05/26/waterfront-living-never-felt-so-right/</a></p> <p>In March 2019, Owner indicated “We started work earlier this month on the Bell Tower and we expect to have occupancy in summer of 2020,”: <a href="https://choosecornwall.ca/news-english/waterfront-condos-to-rise-at-cotton-mill-district/">https://choosecornwall.ca/news-english/waterfront-condos-to-rise-at-cotton-mill-district/</a></p> <p>Appendix B of this document provides a photo taken on 14 November 2020, indicating that this development is not complete.</p> <p><sup>7</sup> <b>Stephens Building, Cornwall</b></p> <p>Appendix C of this document illustrates Owner marketing material about this building, indicating that it will house 70 condos and open in 2022. But there is little evidence that construction activity has begun.</p> <p><sup>8</sup> OMB Case Number 1300046, Section 12. December 29<sup>th</sup>, 2014</p> |

| Section                  | Owner Request | Respondents Feedback   |
|--------------------------|---------------|--|
|                          |               | <sup>9</sup> Staff Report to Prescott Council. Report #11-2017. March 27 <sup>th</sup> , 2017.   |
| Schedule D: Condition #2 | None Made     | The Respondents request that Bonnie Stethem's home (788 King St West) be added to the list of houses that will receive pre-construction evaluations at the expense of the Owner.   |
| Schedule D: Conditions   | None Made     | <p>The Respondents request that, in the event that explosives will be required for any part of the construction, that the legal and financial responsibility of the Owner (Robert Pelda) be governed by the <b>Ontario Provincial Standard 120 General Specification for the Use of Explosives</b>, including (but not limited to) the following sections:</p> <ul style="list-style-type: none"> <li>• Section 120.07.03 – Pre Blast Survey: "A pre-blast survey shall be prepared for all buildings, Utilities, structures, water wells and facilities to be affected by the blast, and those within 75 meters of the location where explosives are to be used.", and "A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request."</li> <li>• 120.07.08 – Damages: "Upon completion of blasting or immediately following the receipt of a complaint, a site condition survey shall be performed to determine if any damage has resulted."</li> <li>• 120.10.01 – Claims: "The Contractor shall be responsible for the management of all claims and payment arising from the hauling, handling, use of, and storing of explosives and all effects, directly or indirectly, related to the blasting operation."</li> </ul> <p>Within the context of this response, the "Contractor" listed against section 120.10.01 above would be the Owner (Robert Pelda). To remove all doubt, the Owner (Robert Pelda) would also pay for the Pre-Blast surveys described in section 120.07.03.</p> |
| Schedule D: Conditions   | None Made     | The Respondents request that an additional Special Condition be added: while construction is underway, the Owner will provide quarterly (every three months) updates to Prescott Council about progress towards completion of the Wiser Estates development. This report should be submitted in person during Town Council meetings, and describe progress over the preceding three months, planned activity for the next 3 months, and whether construction is tracking to plan and will meet the Completion Date provided in section 5.0. If construction is not tracking to plan, the report should include a "back-to-green" summary of how the Owner will make planning and/or resource corrections to meet the construction Completion Date. After the report is submitted, the Owner should be required to answer questions from any persons that may be present at the meeting. The report should be submitted verbally, along with a printed summary that would be published in the meeting minutes for the Town Council and any answers given to questions that may have been asked. The person submitting the report should have the knowledge & authority to speak on behalf of the Owner, and make legal commitments on behalf  |

| Section | Owner Request | Respondents Feedback   |
|---------|---------------|--|
|         |               | of the Owner. In the event that the Owner fails to provide more than 2 reports in good faith, a \$3,000 penalty should be applied for each additional report that falls short of expectations. |

## **Appendix A: Owner Island Harbour Club Development, Gananoque**

The pictures below were taken on the 10<sup>th</sup> and 21<sup>st</sup> of November 2020. Construction is well advanced, as the building appears to be weather-tight, with windows and external insulation installed throughout. The external masonry & siding at the front and west side seems to be largely, but not entirely complete. Very little of the siding on the east side of the development is installed, and it is partially installed on the north side. It was not possible to gain entrance to the interior of the development, so nothing is known about rough-in work and drywalling, etc.

*Photo of the Island Harbour Development from the south side (front of the building): 21 November 2020*





*Photo of the Island Harbour Development from the east side: 21 November 2020*



*Photo of the Island Harbour Development from the west side: 21 November 2020*



*Photo of the Island Harbour Development from the north side: 21 November 2020*





*Help wanted sign in front of the Development: 10 November 2020*

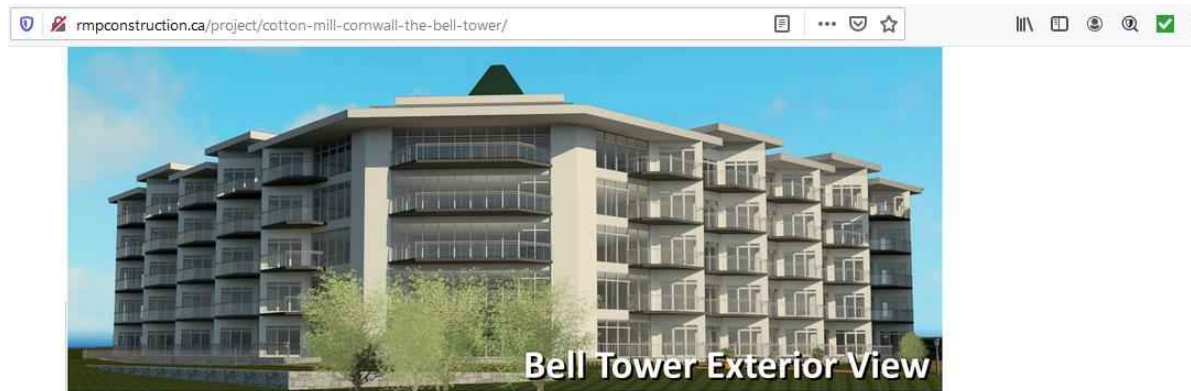


## Appendix B: Owner Bell Tower, Cornwall

The upper screenshot is Owner marketing material from their website, illustrating the river-facing (southern) side of the Bell Tower, and indicating that it will open in 2020. The photos further down were taken on the same day as the screenshot, on 14 November 2020. Insulation has been installed on the north side of the development, but the south side is not weather-tight. It was not possible to gain entrance to the interior of the development.

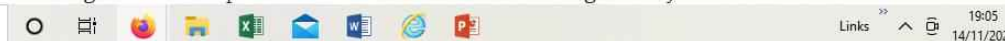
*Owner Website Marketing Material: 14 November 2020*

<http://rmpconstruction.ca/project/cotton-mill-cornwall-the-bell-tower/>



Opening in 2020

The Bell Tower Building commemorates the old bell tower that stood on the site; which was an integral part of the community, ringing in each and every work shift. The Bell Tower is an innovative design characterized by its “Front to Back” units and its panoramic view of the St. Lawrence River. These layouts stretch from the North to the South elevation, affording beautiful outdoor living space on each side of the 52 units. First floor units feature a private terrace in lieu of the front porch and rear facing balcony, a highly sought after feature for avid gardeners and pet owners alike! The Bell Tower design is very



*Photo of the Bell Tower Building from the south side: 14 November 2020*



*Photo of the Bell Tower Building from the south-east side: 14 November 2020*





*Photo of the Bell Tower Building from the south-west side: 14 November 2020*



*Photo of the Bell Tower Building from the north side (main entrance): 14 November 2020*



## Appendix C: Stephens Building, Cornwall

The upper screenshot illustrates Owner marketing material from their website: the Stephens Building is scheduled to open in 2022 and consist of 70 condo units. The lower pictures show the lot that the Stephens Building will occupy once built. Construction activity has barely begun.

<http://rmpconstruction.ca/project/cotton-mill-cornwall-the-stephens/>



Opening 2022

The Stephens Building name pays tribute to the original founder of the Canada Cotton Mills and the Stormont Dundas Canada Cotton Mills, Mr. George Stephens.

The most central building in the campus, the Stephens Building acts as the hub of the neighborhood and encourages an active lifestyle. Enjoy great views of Cotton Mill Lane, the St. Lawrence River, the Courtyard, and the Flume Water Feature. Homes in the Stephens Building range from 800-1100 sq. ft. and start at just **\$189 999**, offering one of the best waterfront values anywhere in the region.

A fully featured six story 70 unit condominium with ground floor commercial, the Stephens building also features the campus' efficiency suites. The final piece of the puzzle, The Stephens Building is scheduled for opening in 2022.





*Stephens Building lot from the north side: 14 November 2020*





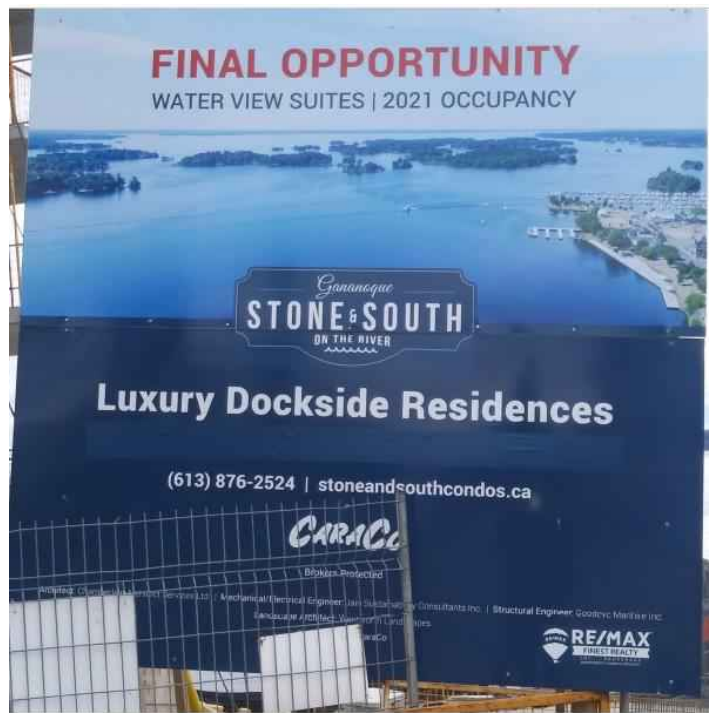
*Stephens Building lot from the west side (Bell Tower in the background): 14 November 2020*



#### Appendix D: Stone & South, Gananoque

The illustrations below include a marketing billboard, as well as photographs of the 4 sides of the Stone & South development, plus a job advert for their night shift. Both buildings (Phases 1 & 2) appear to be weather-tight. External masonry & brick are almost complete for Phase 1 and well underway for Phase 2. Drywalling is well advanced for Phase 1 and Phase 2 is in the mechanical & electrical rough-in stage. There are 4 scaffolds in use, indicating that a determined effort is underway to complete external cladding. CaraCo maintains an online construction journal for the Stone & South development (<https://stoneandsouthcondos.ca/construction/>): the November 2020 entry indicates that upwards of 100 staff are currently employed on site, and the September 2020 entry indicates they are on track for occupancies in late Spring, 2021.

*Stone & South Billboard Marketing Material: 14 November 2020*



*Photo of the Stone & South Phase 1 from the north side (main entrance): 21 November 2020*





*Photo of the Stone & South Phase 2 from the north side (main entrance): 21 November 2020*



*Photo of the Stone & South Phases 1 & 2 from the west side: 21 November 2020*



*Photo of the Stone & South Phase 1 from the east side: 21 November 2020*









Screenshot of CaraCo job advertisement for their Stone & South night shift: 16 November 2020

The screenshot shows a web browser window with the URL <https://keys.ca/jobboard/listing.php?id=6320>. The website header features the KEYS logo, contact information for the Kingston Main Office (613) 546-5559, and a search bar. A navigation menu includes links for Home, Job Seeker, Employer, Contact, About, e-Services, Job Listings, Calendar, Login, and Register. The main content area displays the job listing for "Night Shift Labourer - Full Time / À Temps Plein", posted on 09 Nov 2020, with an application deadline of 16 Nov 2020. The location is the Town of Gananoque, and the category is General Labour/Trades / Manœuvres et gens de métiers. The hours per week are 40-44, and the pay rate is \$19.00-\$20.00 per hour. The language requirements are English / Anglais. The job description states that the purpose is to perform labour and duties involving construction of new homes, offices, and apartment buildings, in accordance with CaraCo policies, procedures, building codes, bylaws, legislation, and plans. A blue button with an upward arrow is visible on the right side of the job description. The Windows taskbar at the bottom shows the time as 10:29 on 16/11/2020.

KEYS Job Centre d'emploi  
Innovative Services for the Entire Community

Kingston Main Office  
(613) 546-5559  
info@keys.ca

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## Job Listing #6320

**Night Shift Labourer** • Full Time / À Temps Plein

**Date Posted:** 09 Nov 2020

**Application Deadline:** 16 Nov 2020

**Location:** Town of Gananoque

**Category:** General Labour/Trades / Manœuvres et gens de métiers

**Hours Per Week:** 40-44

**Pay Rate:** Hourly Wage / Rémunération Horaire \$19.00-\$20.00

**Language Requirements:** English / Anglais

**Job Description:**

**Purpose**

Performs labour and duties involving construction of new homes, offices, and apartment buildings. All work is to be carried out in accordance with CaraCo policies, procedures, building codes, bylaws, legislation, and plans.

pe here to search

Links 10:29 16/11/2020

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:**

**Robert and Teresa Pelda**  
hereinafter called the "OWNER"  
of the first part

**AND:**

**The Corporation of the Town of Prescott**  
hereinafter called the "TOWN"  
of the second part

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

**AND WHEREAS** the Owner has represented to the Town that the lands described as in Schedule "A" and municipally known as 763 King Street West, in the Town of Prescott, are owned by the Owner;

**AND WHEREAS** the Owner wishes to convert the existing dwelling locally known as Wiser Hall into **two (2)** residential units and construct of an addition attached to the **riverfront side** of the historic house that includes eight (8) residential units for a total of **ten (10)** units on the property, with underground parking for sixteen (16) vehicles below the proposed addition;

**AND WHEREAS** the described lands and proposed development are the subject of a matter referred to the Ontario Municipal Board (Case No. PL130046) and where a decision dated December 29, 2014, contains the Minutes of Settlement, wherein certain site plan conditions have been agreed to by both parties;

**AND WHEREAS** the described lands are zoned Medium Density Residential Special Exception One (R2-1) under the Town's Zoning By-law 09-2009, as amended;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of other valuable considerations and the sum of one dollar (\$1.00) of lawful money of Canada, now paid by the Town to the Owner (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the Town as follows:

## **1.0 SCHEDULES**

The following are the schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" - Legal Description of the Land to which this Agreement applies

Schedule "B" - Plans and Reports

Schedule "C" - Financial Requirements



## **2.0 CONFORMITY WITH SCHEDULES**

The Owner agrees to construct the proposed development in substantial conformity in all respects with the Schedules hereto which form part of this Agreement. No buildings or works shall be erected on the lands other than those erected in substantial conformity with the said 'Schedules. It is understood and agreed that written approval of the Town, in a form determined solely by the Town, is required prior to any departure from the specifications of the said Schedules being undertaken.

## **3.0 EXPIRY**

It is understood and agreed that if the Owner fails to apply for any building permit or permits to implement this Agreement within twelve (12) months from the date this Agreement comes into effect, then the Town shall at its sole option have the right to terminate this Agreement and require that a new agreement be submitted by the Owner for approval.

## **4.0 COMMENCEMENT OF DEVELOPMENT**

The Owner covenants that it shall not commence any development on the Land whatsoever until:

- a) this Agreement has at the option of the Town and at the sole expense of the Owner, been registered on title against the Land;
- b) all necessary amendments to the Town Official Plan and Zoning By-law have received final approval pursuant to the provisions of the *Planning Act*, as amended; and
- c) all necessary permits and authorizations have been obtained by the Owner.

## **5.0 COMPLETION DATE**

The Owner covenants and agrees to fully complete the facilities, works and other matters described herein to the satisfaction of the Town on or before for the following 3 phases;

- a) that all fill currently stored on site is either placed in the proper location for riverfront landscaping or removed from the site by August 31, 2021.
- b) That the permit and construction work for phase one which includes the renovation of the existing structure into two units be completed within twelve months of the building permit being taken out for the renovation. With the intent that the building permit, be issued prior to April 15, 2021.
- c) That the permit and construction work for phase two which includes the addition of the eight unit complex with underground parking as per the site plan be started within two years of the permit taken out for phase one and that the work be completed within 2 years for when the phase two permit is issued.

## 6.0 SITE DEVELOPMENT

The location of the buildings and structures to be erected on the land and the location of other facilities, and the external appearance of the buildings shall conform to the Plans attached in Schedule "B" to this Agreement, provided always that minor changes to such plans may be made by the Owner with the prior written approval of the Town.

## 7.0 FINANCIAL REQUIREMENTS

### 7.1 Cash or Secured Bond Requirements

The Owner covenants and agrees to pay to the Town by certified cheque the charges and levies set out and designated as "Cash/Bond Requirements" in Schedule "C" of this Agreement forthwith upon the execution of this Agreement, unless otherwise specified, and until the same are **paid or provided**, they shall constitute a charge upon the Owner's Land.

### 7.2 Security Requirements

- a) **Before this Agreement is executed by the Town, the Owner shall deposit with the Town a sufficient sum in cash, or irrevocable Letter of Credit or Bond or other financial security acceptable to the Clerk of the Town. Instruments of cash or like cash shall be equal to fifty percent (50%) of the estimated cost the on-site works and one hundred percent (100%) of the required offsite works to be done by the Owner. Should the Town accept a bond or other instruments in place of the cash requirement it shall be for one hundred percent (100%) of all works on or off site. This shall be done to meet the financial requirements of this Agreement and designated as "Security Requirements" in Schedule "C".**
- b) In the event that the Owner satisfies the provisions of this clause by depositing an irrevocable Letter of Credit **or Security Bond** and such Letter of Credit **or Security of Bond** that contains an expiry or termination date, the following provisions shall also apply:

Until the final approval of the work by the Town the Owner shall deposit with the Town, at least thirty (30) days prior to the expiry or termination date set out in the Letter of Credit **or Security Bond**, a new irrevocable Letter of Credit **or Security Bond** in the form approved by the Clerk. The new Letter of Credit shall for an amount to be determined by the Clerk in accordance with the following:

- an amount not less than the then existing Letter of Credit **or Security Bond, or**
- an amount exceeding the then existing Letter of Credit **or Security Bond** by that sum necessary to reflect the increased

costs which may be involved in the construction of such services for which the Letter of Credit or Security Bond that is required as determined by the Town, acting reasonably, or

- a lesser amount than the then existing Letter of Credit or Security Bond as the Council of the Town in its absolute discretion may approve;

ii) If such new Letter of Credit or Security Bond contains an expiry or termination date, then until the final approval of the work by the Town, the Owner shall continue to redeposit new irrevocable Letters of Credit or Security Bond in the same manner as provided in Sub-Clause (i) hereof until the final approval of the work by the Town's Engineer and/or Chief Building Official and the Council of the Town;

iii) If the Owner fails to deposit a new Letter of Credit or Security Bond as required under Sub-Clauses (i) and (ii) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner, may call upon the whole or any part of the existing Letter of Credit or Security Bond notwithstanding anything herein otherwise contained. Any amount received by the Town shall be used by the Town to complete the works on the Owner's Land in accordance with this Agreement or retained by the Town as liquidated damages for breach of this Agreement; and

- iv) Every such letter of Credit or Security Bond shall contain a specific covenant by the authority issuing such irrevocable Letter of Credit or Security Bond that a breach of any of Sub-Clauses (i), (ii) or (iii) hereof shall entitle the Town to call upon the whole or any part of the Letter of Credit or Security Bond.
- c) The financial security or so much thereof as the Town deems necessary, shall be held by the Town until final approval of the works, except where any part is used pursuant to the terms of this Agreement. The Town's Engineer and/or Chief Building Official may recommend the reduction of such financial security from time to time as works are completed. Until final release of the security, the Owner agrees that the Town shall retain a minimum deposit in an amount that is the greater of 10% of the total amount of the deposit required by Schedule "C" or \$50,000

On final approval of the works by the Town, the Owner shall be entitled to have released to it by the Town all financial security then held by the Town under this Agreement, without interest.

## **8.0 CERTIFICATE OF COMPLIANCE**

Upon the substantial completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, the Owner shall be entitled to obtain a Certificate of Compliance from the Town confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

## **9.0 OCCUPANCY**

The Owner covenants and agrees that there shall be no occupancy of any building or structure on the Land until all requirements of this Agreement have been substantially complied with and the Town has issued an Occupancy Certificate. The Town may, however, issue a conditional Occupancy certificate, provided that security arrangements are in place sufficient to cover any outstanding works, and the building may be occupied in accordance with the Ontario *Building Code Act*.

## **10.0 DEVELOPMENT CHARGES AND OTHER CHARGES**

- a) The Owner covenants and agrees to pay all development and other charges required to be paid to the Town pursuant to any By-law or Resolution of the Town. The said charges shall be those in effect on the date of issuance of the building permit. The said charges shall be in addition to those sums required to be paid pursuant to Schedule "C". Development Charges for the eight new units shall be at minimum \$2389.00 per two bedroom unit for a total of \$19,112.00.
- b) The Owner shall be responsible for payment of all Town costs in connection with the approval of the site plan and this Agreement including legal fees and disbursements, administrative, planning/and engineering costs. Details of said costs are contained in Schedule "C" and the same shall be paid forthwith upon the execution of this Agreement.

## 11.0 INSURANCE

The Owner shall provide, before the execution of this Agreement, and keep in force during the construction of the works, a comprehensive policy of public liability and property damage insurance acceptable to the Town, providing insurance coverage in respect of any one occurrence to the limit of at least Two Million (\$2,000,000) Dollars exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name The Corporation of the Town of Prescott as an additional insured thereunder. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Town or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include completed operations coverage and be maintained in effect until final approval of the works by the Town. The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The Owner shall forward to the Town, prior to the signing of this Agreement by the Town, a Certificate of Liability Insurance to the satisfaction of the Town. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance.

## 12.0 DEFAULT

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action, as deemed appropriate by the Town, to enforce compliance. After having first notified the Owner, the Town may at any time authorize the use of the whole or any part of the amount of the financial security to pay the cost of any work that the Town's Engineer deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance:

- a) In the event of a default by the Owner or its successors or assigns in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, including warranty items, the Town may, at the expense of the Owner, enter upon the Owner's Land and do all such matters and things as are in default. The Town may authorize the use of any or all of the financial security deposited with the Town pursuant to this Agreement: to pay for the cost to the Town of carrying out such matters and things. "Cost" and "expense of the Owner" in this clause shall be the actual cost incurred by the Town plus up to 15% of such cost as a charge for administration. Any costs incurred by the Town pursuant to this clause which are in excess of the amount of any financial security held by the Town pursuant to this Agreement shall be paid by the Owner to the, Town within thirty (30) days of the mailing of an invoice by the Town to the owner and any costs referred to in this clause may be recovered by the Town in like manner as municipal taxes pursuant to the provisions of the *Municipal Act*.
- b) The Owner agrees that the entry and performance of works or procedures by the Town as herein provided shall not constitute a trespass and all such entry shall be deemed to be performed as an agent of the Owner. The Town shall not be responsible for any damages caused in the performance of such work except such

damages as may be directly caused by the negligence of the agents, contractors, servants or workmen of the Town.

- c) The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
- d) The Owner further agrees to post security in the amount as set in Schedule "C" which the Town's Engineer may, upon having given 24 hours written notice to the Owner, draw upon to undertake any or all of the following works:
  - i) to repair the Town's street lights and/or their circuits should they be damaged as a result of construction by the owner;
  - ii) to undertake the cleaning of the Town's streets in the area of the site should the Owner fail to take adequate precautions to prevent debris from the site from fouling said streets;
  - iii) to fix any road cuts and/or utility cuts as a result of construction by the owner;
  - iv) to undertake any emergency works deemed to be required by the Town Engineer which arise as a result of construction by the owner.

### **13.0 WORK AT OWNER'S RISK**

The conditions, facilities and matters as shown in Schedule "B" annexed hereto shall be provided and maintained by the Owner at his sole risk and expense and to the satisfaction of the Town, and that in default thereof, the provisions of the *Planning Act* and *Municipal Act* shall apply.

If any lien is claimed pursuant to the Construction Lien Act for the supply of services or material in connection with the construction or maintenance of any portion of the works or facilities located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall be considered in default under this Agreement and shall continue to be in default until all liens are discharged, and the Municipality may, in its absolute discretion, use the security deposited by the Owner to pay into court any amounts required to discharge all liens plus costs.

### **14.0 FACILITIES AND WORK TO BE PROVIDED**

The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, work or other matter illustrated on the schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Town. The Owner further agrees to engage qualified professionals, where required, to advise, to design and to carry out any of the work undertaken under the terms of this Agreement. Without in any way limiting the generality of the foregoing, the Owner covenants and agrees with the Town to:



- a) convey land and/or easements a is own expense to the Town, if requested by the Town to do so, for the widening of street(s) and/or for the construction, maintenance or improve any existing or newly required water courses, ditches, land drainage and or sanitary sewerage facilities on the Land;
- b) provide ingress and egress access facilities to the Land at the points and in the manner illustrated on Schedule "B".
- c) restrict off-street parking and loading for all vehicles on the Land to the parking areas illustrated on Schedule "B" annexed hereto.
- d) provide walkways on the Land as shown on Schedule "B" annexed hereto.
- e) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, parking areas, walkways, overhanging eaves and pitched roofs or structures adjacent to any area travelled by pedestrians or vehicles on the Land;
- f) grade, alter in elevation and/or contour the Land, construct a storm sewer system and make sufficient outlet to adequately serve the Land and the development proposed thereon and construct a sanitary sewer system on the Land to adequately serve any buildings to be erected thereon, all in accordance with the plans attached in Schedule "B" annexed hereto;
- g) illuminate parking lots and access driveways to the requirements of the Town Engineer as illustrated in Schedule "B" annexed hereto;
- h) landscape, plan, and maintain all of the Land to be developed hereunder not required for building, parking, roads, walkways, or patios so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the grading and landscaping plans as approved by the Town as illustrated in Schedule "B" annexed hereto;
- i) store garbage and other waste material in the manner and location illustrated in Schedule "B" annexed hereto and be responsible for the prompt and regular removal of garbage from the site on an on-going basis as required by the Town.
- j) construct / re-construct the roadway adjacent to the Land and install new curb cuts and fill in existing curb cuts as needed along any roadway which abuts the Land as illustrated in Schedule "B" annexed hereto;
- k) comply with any and all requirements of the relevant utility companies and provide any utility service connections to the site required for the development of the site in accordance with the plans attached in Schedule "B" annexed hereto;
- l) carry out any special conditions that may be set out in Schedule "D" annexed hereto.

## 15.0 MAINTENANCE

The Owner covenants and agrees to restore to the satisfaction of the Town Engineer and/or Chief Building Official, any faulty workmanship or materials used in the construction of the works, the ownership of which is to vest in the Town, or any damage done by the Owner or its successors or assigns or by its employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue for a period of one (1) year after final acceptance of the works by the Town.

#### **16.0 COMPLIANCE WITH OTHER REGULATIONS**

Nothing in this Agreement shall exempt the Owner from complying with the requirements of any valid, current and relevant by-law and legislation affecting the Land, or from applying for and obtaining any permit, license, permission, authority or approval required by the Town or by any other restrictions lawfully imposed by an authority having jurisdiction to make such restrictions. The foregoing shall include the need for any approvals and permits, where required, from authorities with jurisdiction over the installation of docking facilities • on the St. Lawrence River including but not limited to the Ministry of Natural Resources and/or the South Nation Conservation Authority.

#### **17.0 SUCCESSORS AND ASSIGNS**

The covenants, agreements and conditions herein contained on the part of the Owner shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

#### **18.0 INDEMNIFICATION**

The Owner shall indemnify the Town and each of its officers, servants and agents from all loss, damage(s), costs, :expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply nor non-supply of materials therefore, whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants, or agents, or whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractor, officers, servants or agents, or the Town, its officers, servants or agents.

Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

#### **19.0 ACCEPTANCE**

The satisfying of any requirements of this agreement by the Owner or any employee of the Town shall not in any way constitute acceptance of this agreement until a by-law to

authorize this agreement has been passed by the Council of the Town and this agreement is signed by the persons authorized to do so by such by-law.

**IN WITNESS WHEREOF** the Owner has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper officers in that behalf.

**DATED AT THE TOWN OF PRESCOTT** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED, SEALED AND DELIVERED**

in the presence of

) \_\_\_\_\_  
) **Robert Pelda**  
)  
)  
) \_\_\_\_\_  
) **Teresa Pelda**  
)

**IN WITNESS WHEREOF** the Corporation of the Town of Prescott has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

**DATED AT the Town of Prescott** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED, SEALED AND DELIVERED**

in the presence of

)  
) **THE CORPORATION OF THE**  
) **TOWN OF PRESCOTT**  
)  
) Per:  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
) Per:  
)  
)  
) \_\_\_\_\_  
) Clerk

## **SCHEDULE "A"**

### **Legal Description of the Land to which this Agreement Applies**

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ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Prescott and BEING COMPOSED of:

PT WATER LT IN FRONT OF SHIPYARD LT OR LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 42 S/S KING ST BLK 3 PL 19 PRESCOTT; PT LT 5 CON 1 AUGUSTA; PT WATER LT IN THE ST. LAWRENCE RIVER IN FRONT OF LT 5 CON 1 AUGUSTA PT 1 & 2, 15R7987 EXCEPT PT 1, 15R10122; AUGUSTA/PRESCOTT

Being PIN 68163-0123(LT)

(complete and proper legal description to be confirmed)

## SCHEDULE "B"

### Plans and Reports

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The Site Plan approval is comprised of the following plans and reports, which may be amended from time to time, as approved by the, Town of Prescott. Final revisions and date to be added at time of passing.

#### Plans:

- Grading and Drainage Plan, Dwg 2, Rev , dated , prepared by Eastern Engineering Group Inc.
- Servicing Plan, Dwg 3, Rev , dated , prepared by Eastern Engineering Group Inc.
- Sediment and Erosion Control Plan, Dwg 4, Rev , dated , prepared by Eastern Engineering Group Inc.
- Landscape Plan, Dwg L1, Rev , dated , prepared by RMP & Metro Creek
- Landscape Plan, Dwg L2, Rev , dated , prepared by RMP & Metro Creek,
- Site Plan drawing set, prepared by RMP Construction & Development, including Namely;

Site plan, drawing SP1, Rev , dated  
Garage drawing A2 Rev , dated  
Main Floor drawing A4 & A5 Rev , dated  
Second Floor drawing A6 & A7 Rev , dated  
Third Floor drawing A8 Rev , dated  
Roof drawing A9 Rev , dated  
Elevations drawings A12 & A13 Rev , dated  
Sections drawings A14 Rev , dated  
Unit Plans drawings To be Submitted Rev , dated

#### Reports

- Heritage Conservation Plan, prepared by Golder Associates, dated June 2012 o, Heritage Impact Assessment, prepared by Golder Associates, dated December 2013
- Letter from Golder Associates, dated November 4, 2014

Originals of the above-noted drawings and reports are available at the Town of Prescott Municipal Office, located at 360 Dibble Street West, Prescott, Ontario, KOE 1TO.



SCHEDULE "C"

Financial Requirements

1.0     Cash Requirements (Clause 7.1)

|                                 |   |        |
|---------------------------------|---|--------|
| (i)                             | On account of the Town's administrative fee           | \$     |
| (ii)                            | On account of the Town's legal fees and disbursements | \$     |
| (iii)                           | On account of the Town's engineering fees             | \$     |
| (iv)                            | On account of the Town's planning fees                | \$     |
| (v)                             | On account of the Town's Landscape Architect          | \$ NIL |
| (vi)                            | Cash-in-lieu of parkland                              | \$ NIL |
| TOTAL CASH or BOND REQUIREMENTS |   | \$     |

2.0     Security Requirements (Clause 7.2)

The Owner shall provide financial security (i.e. cash or letter of credit) to the Town for 50% or Security Bond for 100% of the estimated cost of site works detailed in the Applicant's Estimates of Costs as follows:

- Site Preparation
- Parking base preparation
- Sanitary and Storm Sewers
- Walkways, landscaping -and-fencing-
- Exterior Lighting/Signs
- Parking surface (asphalt and curbs)
- Miscellaneous

TOTAL Estimated cost of construction of site works. (Total Security Requirements)

DRAFT

## **SCHEDULE "D"**

### **Conditions**

---

#### Special Conditions

1. That the Owner covenants and agrees that no boathouse shall be constructed on the Lands. This restriction does not prevent the construction of accessory structures otherwise permitted by the Town of Prescott Comprehensive Zoning By-law as long as such accessory structures are not used for boat storage.
2. That the Owner shall deliver notice to the owners of 724 King Street West, 741 King Street West, and 770 King Street West, requesting an inspection of the dwellings, prior to commencement of construction. If permitted by the respective owners of these properties, the inspections shall include, without limitation, the coach house at 724 King Street West. Each party shall have thirty (30) days from the delivery of the notice to consent to the inspection and to provide access to the relevant property at a time reasonably convenient to the proponents building inspector, failing which a party who failed to provide consent and reasonable access within the said thirty (30) period shall have no further entitlement to receive an inspection. The inspection shall be completed prior to the commencement of any construction on the property and shall include photographs or videos to document the existing condition of the relevant dwelling or coach house, including the foundation, walls, windows and roof. A copy of all inspection materials will be provided, respectively, to each of the owners of the above-noted properties.
3. That, the Owner shall at his cost install and maintain a fence on the Owner's side of the property line between the 6 King Street West and 741 King Street West, as As shown on Drawing L1 and L2, listed Schedule "B". has been waived with the consent of the neighboring land owners'
4. That construction in relation to the works described herein shall only take place between the hours of 8:00 am to 6:00 pm, Monday to Friday. No construction shall take place on weekends or statutory holidays.
5. That the Owner covenants and agrees to implement the recommendations of the Heritage Conservation Report, Heritage Impact Statement, and letter dated November 4, 2014, all prepared by Golder Associates, and listed in Schedule "B".

Schedule "A" to By-Law \_\_\_\_\_

**SITE PLAN CONTROL AGREEMENT**

**The Corporation of the  
Town of Prescott**

**and**

**Robert Pelda & Teresa Pelda**

DRAFT

Version 2.0  
March 30,  
2021

**CORPORATION OF THE TOWN OF PRESCOTT**  
**BY-LAW \_\_\_\_\_**

**Being a by-law to enter into a Site Plan Agreement with Robert and Teresa Pelda for the redevelopment of Wiser Hall, located at 763 King Street West**

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, Chapter P.41, as amended, authorizes municipalities to designate areas of site plan control and enter into agreements as a condition of development;

**AND WHEREAS** the Council of the Corporation of the Town of Prescott enacted By-Law 06-2012 being a by-law to designate areas of site plan control and authorizing Council to enter into site plan agreements in respect of development;

**AND WHEREAS** the Corporation of the Town of Prescott deems it necessary and expedient to enter into a site plan agreement with respect to its designated areas;

**AND WHEREAS** the development of the Owner's Lands, as defined in the site plan control agreement, were approved by order of the Ontario Municipal Board and the approved Ontario Heritage Act permit issued by Council;

**AND WHEREAS** the owner proposes to convert Wiser Hall into four (4) residential units and construct an addition attached to the rear of the historic house that includes eight (8) residential units for a total of twelve (12) units on the property, all of which is subject to site plan control;

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

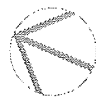
- 1. That the Mayor and Clerk are hereby authorized to enter into a site plan control agreement with Robert and Teresa Pelda, respecting redevelopment of lands at 763 King Street West, in the Town of Prescott, and legally described in the form attached to this by-law as Schedule "A" and such schedule to form part of this by-law and to have the same force and effect as if recited in full herein.
- 2. The Mayor and Clerk are hereby authorized to do or cause to be done all such matter or act or thing as may be required to give full force and effect to this by-law and the attached agreement substantially in the form of Schedule "A".
- 3. This by-law shall come into force and take effect on the date of its final passage.

Read a first and second this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

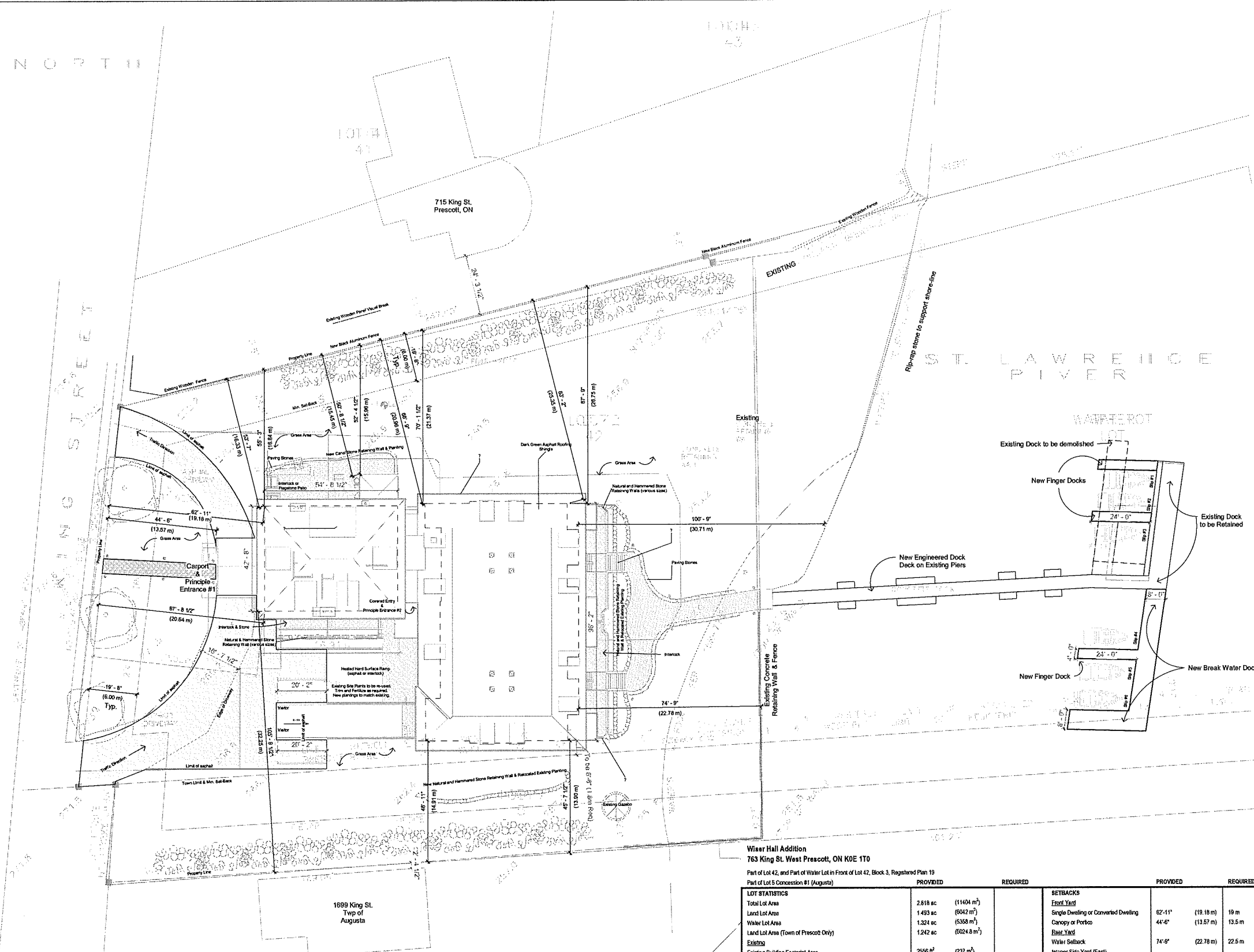
\_\_\_\_\_  
Mayor Clerk

Read a third and final time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Clerk



NORTH

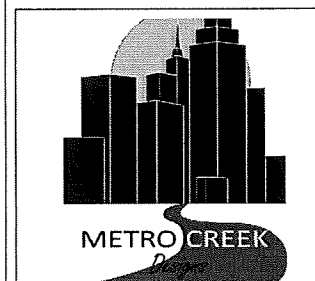
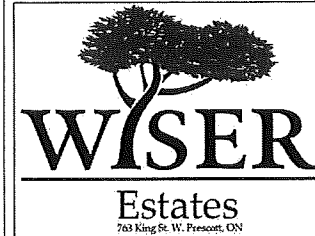


**Wisser Hall Addition**  
763 King St. West Prescott, ON K0E 1T0

Part of Lot 42, and Part of Water Lot in Front of Lot 42, Block 3, Registered Plan 19  
Part of Lot 5 Concession #1 (Augusta)

| LOT STATISTICS                                     | PROVIDED |                          | REQUIRED | SETBACKS                              | PROVIDED |           | REQUIRED |
|--|----------|--------------------------|----------|---------------------------------------|----------|-----------|----------|
|  | sq. ft.  | (sq. m)                  |          |                                       | sq. ft.  | (sq. m)   |          |
| Total Lot Area                                     | 2,818    | (11404 m <sup>2</sup> )  |          | Front Yard                            |          |           |          |
| Land Lot Area                                      | 1,493    | (6042 m <sup>2</sup> )   |          | Single Dwelling or Converted Dwelling | 62'-11"  | (19.18 m) | 19 m     |
| Water Lot Area                                     | 1,324    | (5358 m <sup>2</sup> )   |          | Canopy or Porch                       | 44'-6"   | (13.57 m) | 13.5 m   |
| Land Lot Area (Town of Prescott Only)              | 1,242    | (6024 m <sup>2</sup> )   |          | Rear Yard                             |          |           |          |
| Existing   |          |                          |          | Water Setback                         | 74'-9"   | (22.78 m) | 22.5 m   |
| Existing Building Footprint Area                   | 2556     | (237 m <sup>2</sup> )    |          | Interior Side Yard (East)             |          |           |          |
| Existing Land Lot Coverage                         | 3.00%    |                          |          | Single Dwelling or Converted Dwelling | 53'-7"   | (16.33 m) | 16.3 m   |
| Existing Land Lot Coverage (Town of Prescott Only) | 4.70%    |                          |          | Addition to Single Dwelling           | 57'-8.5" | (15.45 m) | 15.4 m   |
| Proposed   |          |                          |          | All Other Dwellings                   | 68'-9"   | (20.96 m) | 20.5 m   |
| Proposed Building Footprint Area                   | 6661     | (823.21 m <sup>2</sup> ) |          | Interior Side Yard (West)             |          |           |          |
| Proposed Land Lot Coverage                         | 13.60%   |                          | <16.5%   | Township Line                         | 6'-7"    | (2.0 m)   | 1.8 m    |
| Proposed Land Lot Coverage (Town of Prescott Only) | 16.40%   |                          |          |                                       |          |           |          |
| PARKING  |          |                          |          | BUILDING HEIGHT                       |          |           |          |
| Interior   | 15       |                          | 15       | Building Height (incl. HVAC Units)    | 32'-11"  | (10.04 m) | 10.5 m   |
| Exterior Guest Parking                             | 2        |                          |          |                                       |          |           |          |
| Exterior Barrier Free                              | 1        |                          | 1        |                                       |          |           |          |

1 Site  
1" = 20'-0"



| No. | Description              | Date        |
|-----|--------------------------|-------------|
| 2   | Draft 1                  | July 14, 14 |
| 3   | Draft 2                  | July 15, 14 |
| 4   | Draft 3                  | July 16, 14 |
| 5   | Draft 4                  | July 28, 14 |
| 6   | Draft for Settlement     | July 29, 14 |
| 7   | Draft for Settlement 2   | Aug 1, 14   |
| 8   | Draft for Settlement 3   | Aug 7, 14   |
| 9   | Draft for Settlement 4   | Aug 18, 14  |
| 10  | Final for Settlement     | Aug 26, 14  |
| 11  | Revised for Town         | Sept 9, 14  |
| 12  | Revised for Settlement   | Sept 22, 14 |
| 13  | Revised with Tags        | Oct 14, 14  |
| 14  | Revised as per Nova Tech | Nov 9, 14   |
| 17  | Revised for Dock         | Nov 25, 14  |
| 18  | Revised as per Nova Tech | Jan 5, 15   |
| 19  | Revised as per Nova Tech | Feb 17, 15  |
| 21  | Revised as per Nova Tech | Feb 20, 15  |

**Wisser Estates  
House**

**Site Plan**

Project number BT

Date Feb 26, 2014

Drawn by AM

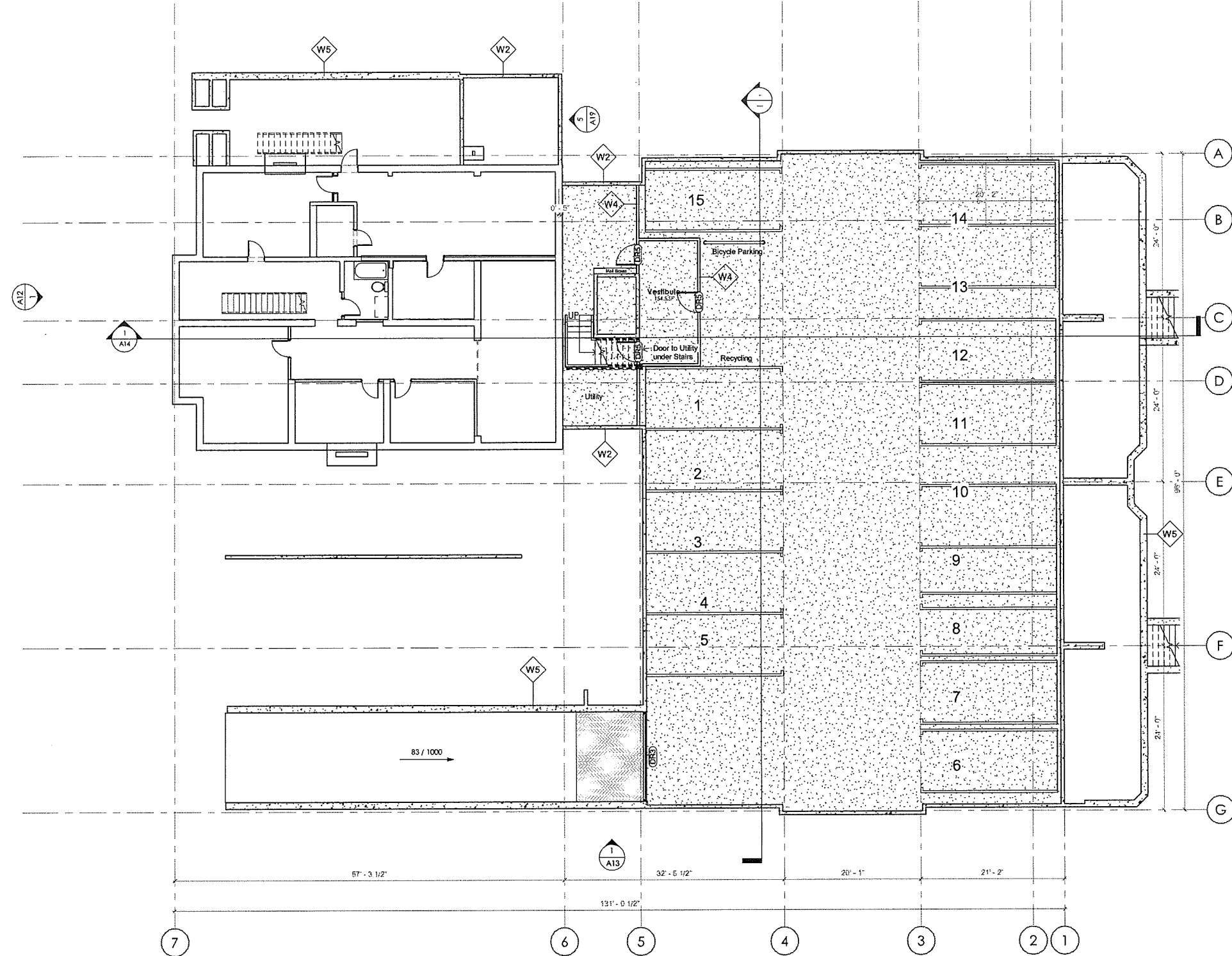
Checked by

SP1

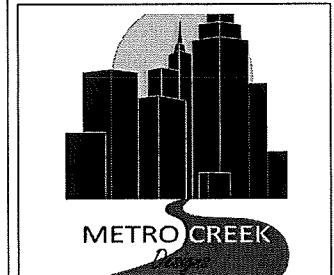
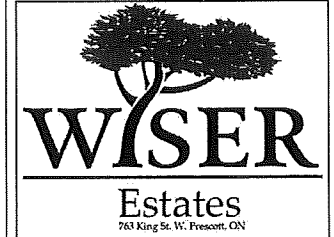
Scale (Arch D) 1" = 20'-0"

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① Addition - Parking Garage  
1/8" = 1'-0"



| No. | Description            | Date        |
|-----|------------------------|-------------|
| 1   | Concept 1              | July 10, 14 |
| 2   | Draft 1                | July 14, 14 |
| 3   | Draft 2                | July 15, 14 |
| 4   | Draft 3                | July 16, 14 |
| 5   | Draft 4                | July 28, 14 |
| 6   | Draft for Settlement   | July 29, 14 |
| 7   | Draft for Settlement 2 | Aug 1, 14   |
| 8   | Draft for Settlement 3 | Aug 7, 14   |
| 9   | Draft for Settlement 4 | Aug 18, 14  |
| 10  | Final for Settlement   | Aug 26, 14  |
| 11  | Revised for Town       | Sept 9, 14  |
| 12  | Revised for Settlement | Sept 22, 14 |
|     |                        |             |
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|     |                        |             |
|     |                        |             |

Wiser Estates  
House

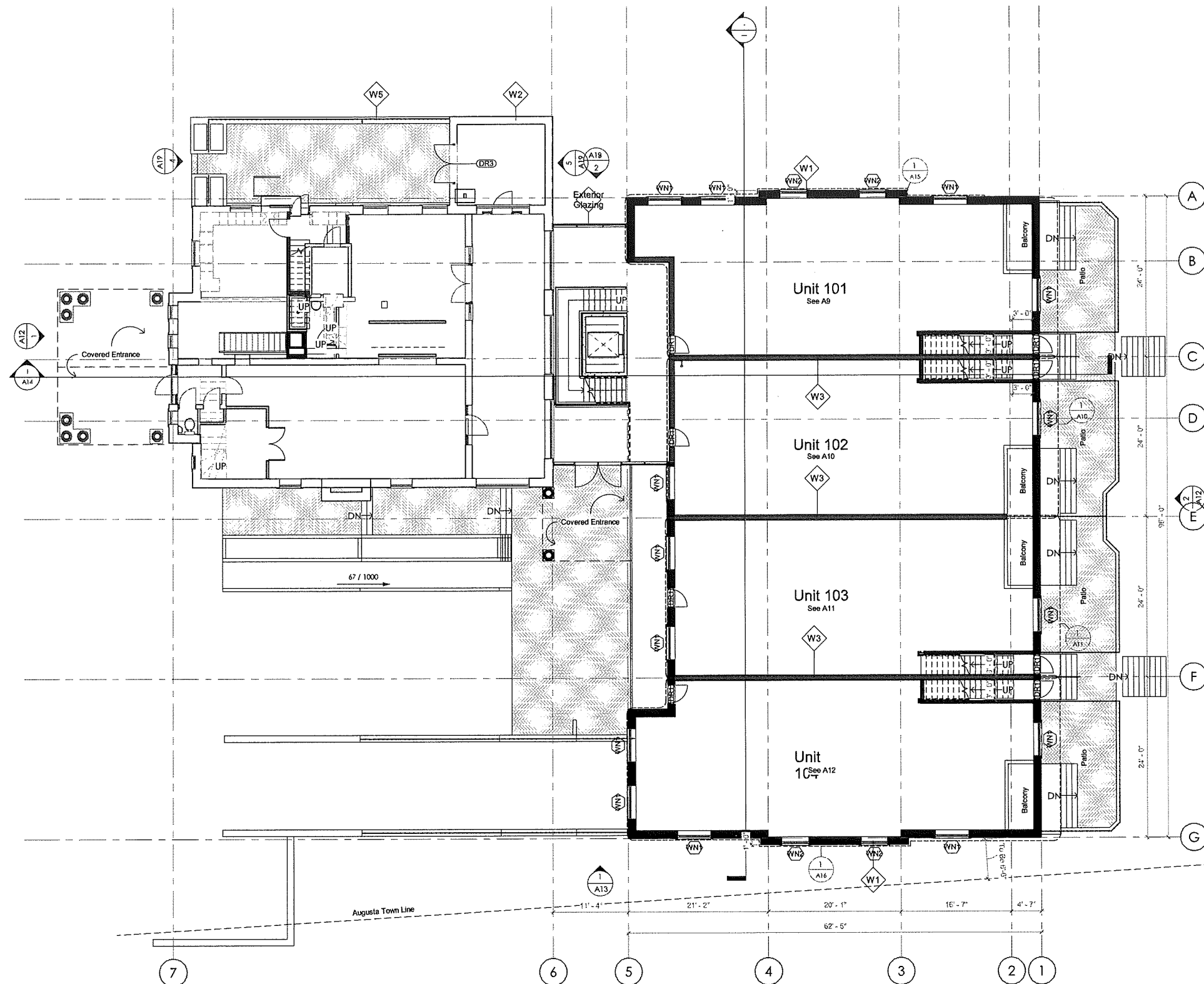
Garage

|                |              |
|----------------|--------------|
| Project number | BT           |
| Date           | Feb 26, 2014 |
| Drawn by       | AM           |
| Checked by     |              |

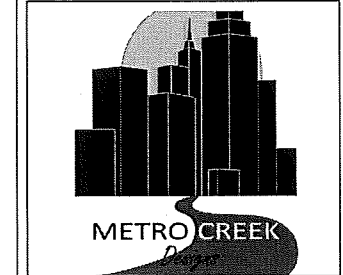
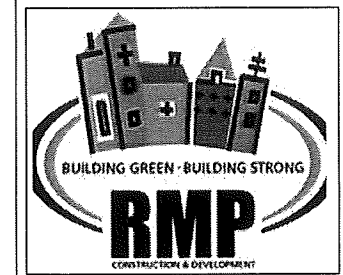
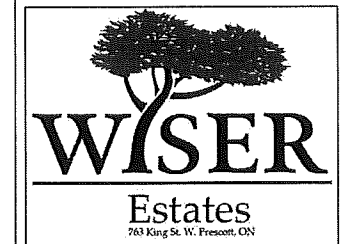
A2

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|-------------------|--------------|
| Scale<br>(Arch D) | 1/8" = 1'-0" |
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1 Addition - Main Floor  
1/8" = 1'-0"



| No. | Description            | Date        |
|-----|------------------------|-------------|
| 1   | Concept 1              | July 10, 14 |
| 2   | Draft 1                | July 14, 14 |
| 3   | Draft 2                | July 15, 14 |
| 4   | Draft 3                | July 16, 14 |
| 5   | Draft 4                | July 28, 14 |
| 6   | Draft for Settlement   | July 29, 14 |
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| 8   | Draft for Settlement 3 | Aug 7, 14   |
| 9   | Draft for Settlement 4 | Aug 18, 14  |
| 10  | Final for Settlement   | Aug 26, 14  |
| 11  | Revised for Town       | Sept 9, 14  |
| 12  | Revised for Settlement | Sept 22, 14 |

|                     |              |
|---------------------|--------------|
| Wiser Estates House |              |
| Main Floor          |              |
| Project number      | BT           |
| Date                | Feb 26, 2014 |
| Drawn by            | AM           |
| Checked by          |              |
| A4                  |              |
| Scale (Arch D)      | 1/8" = 1'-0" |

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|                       |   | Date Req'd  |
| Information Purposes  | X | Apr. 19 '21 |
| Policy / Action Req'd |   |             |
| Strategic Plan        |   |             |

## STAFF REPORT TO COUNCIL

Report No. 37-2021

**Date:** April 19, 2021

**From:** Nathan Richard, Interim Director of Operations

**RE:** Road Resurfacing 2021

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### Recommendation:

For information.

### Background:

In 2019, the Town of Prescott undertook a street condition assessment which helped to inform where the most pressing needs for road work should occur. The road repairs this year have been split in to 3 categories as follows:

- Major Resurfacing
- Minor Resurfacing
- Gravel Shoulder Maintenance

Each of these categories will be completed by various entities and from separate budgets.

The major paving budget for the repairs is funded by the Ontario Community Infrastructure Fund (OCIF) and the amount available for 2021 is \$267,000.

### Analysis:

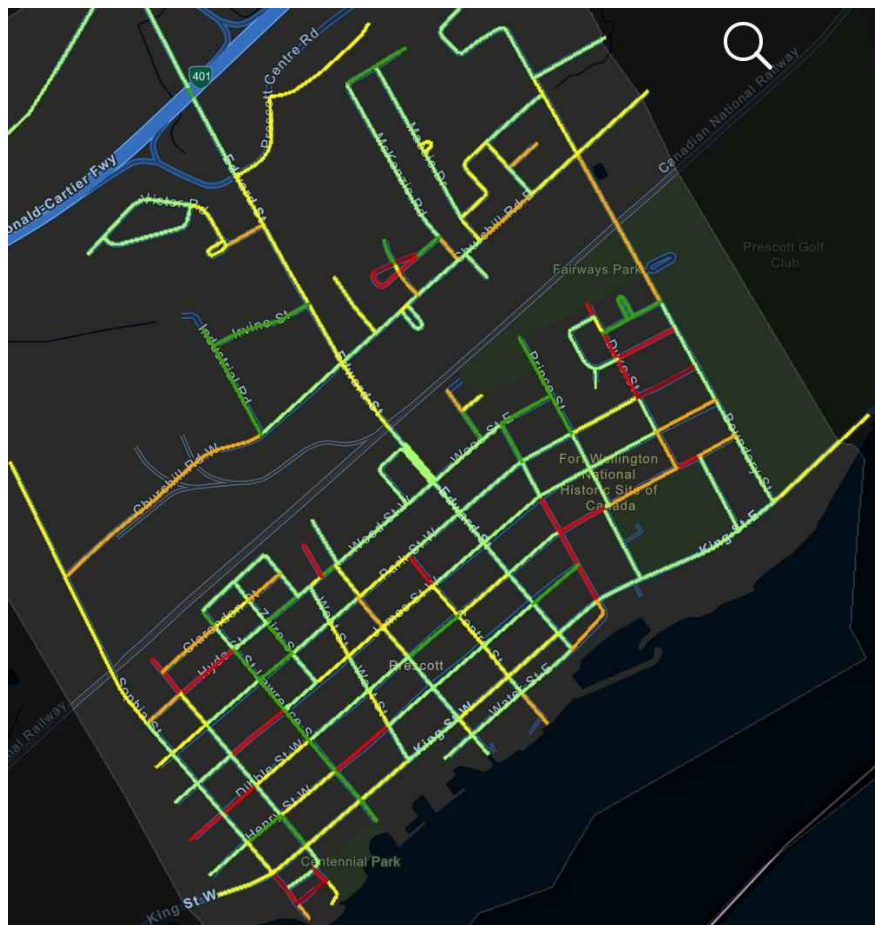
#### Major Resurfacing

Major resurfacing work is completed by the Town's civil contractor, Ken Miller Excavating. The rate per square metre for asphalt paving were previously identified in

|                       |   |             |
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|                       |   | Date Req'd  |
| Information Purposes  | X | Apr. 19 '21 |
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| Strategic Plan        |   |             |

the Civil Work agreement. Completing larger sections at one time has an economy of scale as the cost per square metre is reduced due to contractor mobilization and demobilization of the heavy equipment required to complete the work.

The map below shows the road conditions in the Town of Prescott.



Dibble Street East from Boundary to Edward will be completely reconstructed in 2021/2022. Reconstruction of East Street is slated for 2024. The goal behind this year's major resurfacing projects is to address the areas with the poorest condition of paving while maximizing the amount of work being completed within the budget allocation.

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The following four (4) road sections have been identified as requiring major resurfacing:

| Major Road Paving            | From  | To          | Amount    |
|------------------------------|---|-------------|-----------|
| Wood Street East             | Boundary Road   | Duke Street | \$90,560  |
| James Street West            | St. Lawrence Street                                   | Ann Street  | \$71,250  |
| North and South Square       | Start approximately 2-3 houses in from Mackenzie Road |             | \$124,338 |
| Total Amount: funded by OCIF |   |             | \$286,148 |

|  |              |                    |                 |
|--|--------------|--------------------|-----------------|
| <b>East Street (partial)</b>                                     | James Street | Dibble Street East | \$17,995        |
| (East Street - Approximately half the block is to be resurfaced) |              |                    |                 |
| <b>Total Amount: funded from East Street Capital Project</b>     |              |                    | <b>\$17,995</b> |

The total amount for the major resurfacing budget is estimated to be \$286,148 and represents 5,565 square metres of replaced pavement and is approximately 700 meters of linear street.

The pavement condition report from Streetlogix which was completed in 2019 indicated that the pavement condition of the selected roads were in very poor or serious condition.

The cost is higher than the OCIF Funding by approximately \$19,000. This difference can be made up through the storm sewer budget of \$26,000 which will not be used this year as HydroCam will be continuing the sanitary and storm sewer camera inspection work and the Town will not require catch basin cleaning.

The paving on each street will include milling the existing surface and paving with 50mm of Hotmix HL3 asphalt. There will be an increase in price per square metre for Wood Street as it does not have a good base under the existing asphalt and requires 50mm of HL4 and 40mm of HL3 asphalt.

The repaving of a portion of East Street is being allocation to the East Street Capital project as the work is being done now to make the area passible until the road reconstruction project is undertaken in 2024.

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## **Minor Resurfacing**

There are many other streets within the municipality that do not necessarily require curb to curb asphalt replacement; however, some streets do have smaller sections of the surface in need of repair.

These smaller repairs will be completed by operations staff by utilizing the rental asphalt repair equipment. The rental cost of approximately \$6,000 for one month will be charged to rental equipment as part of the operational budget as opposed to using the OCIF funding.

The rental asphalt equipment includes an infrared heater and an asphalt hotbox. This process will make use of the existing asphalt that is on the road and if material is needed to fill voids, previously milled asphalt can be added and heated up, joining with the existing asphalt. The infrared over existing pavement is called Hot In Place Patching (HIPP) and the size of section that can be repaired with this equipment varies. The current plan is to rent a machine that can heat up a road section that is 4 feet x 3 feet which is adequate for pothole and pavement repairs. This method will also reduce the amount of water that can penetrate the asphalt in those sections as the new and old asphalt are melted together. Each section will take about 20 minutes to heat and repair. This equipment can heat up previously laid cold patch and is excellent for repairing asphalt around manhole covers and water shut off covers.

## **Gravel Shoulder Maintenance**

There are some roads within the Town that have gravel shoulders that need to be maintained by adding gravel and having a grader smooth it out. Some of these shoulders have had gravel build up over time and are now sloped incorrectly, causing storm water to settle beside the asphalt edge which deteriorates the asphalt edges prematurely by water freezing and thawing along with traffic loosening the compacted gravel.

As part of the joint initiative work with the Township of Augusta, this work will be completed with the staff and equipment of the Township of Augusta as they have a road grader for this style for work and staff expertise to operate it. The Town does not have a requirement for this style of equipment on a full-time basis.



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The following five (5) roads have been identified as needing grading:

| Gravel Shoulder                                       | From                 | To              | Meters |
|---|----------------------|-----------------|--------|
| Churchill Road  | Sophia               | Centennial      | 1260   |
| King Street East                                      | Town Border          | Boundary        | 840    |
| Boundary Road<br>(one side road only has gravel)      | King St. East        | Golf Course     | 660    |
| McAuley Road (one side only in front of Marks School) | Boundary             | School entrance | 60     |
| Prescott Center Drive                                 | By Ultramar entrance |                 | 50     |

Several loads of gravel may be required for the shoulder grading and a budget of \$4,000 has been established for this material which will be covered by the operational budget.

### Alternatives

Council could decide to select other streets for road work in 2021.

### Financial Implications:

OCIF Funding of \$267,000 will be utilized to for the major resurfacing projects. These projects are in excess of the grant amount by approximately \$19,000. The Town will have completed the sanitary and storm sewer camera work this year which has required the catch basins to be cleaned in order to capture an accurate condition. Therefore the \$26,000 that is budgeted annually in the storm sewer budget will not be utilized. This amount could be reallocated to cover the excess amount in major resurfacing projects.

Minor resurfacing and gravel shoulder maintenance is included in the operational budget.

### Environmental Implications:

All efforts will be made by staff and contractors to reduce greenhouse gas emissions on the projects and re-utilize / recycle materials when possible. Utilizing the infrared heater is an optimal way to reutilize and recycle old asphalt.



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| Information Purposes  | X | Apr. 19 '21 |
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| Strategic Plan        |   |             |

**Attachments:**

None

*Submitted by*

\_\_\_\_\_  
Nathan Richard, Interim Director of Operations



|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  | X | Apr. 19 '21 |
| Policy / Action Req'd |   |             |
| Strategic Plan        |   |             |

## STAFF REPORT TO COUNCIL

Report No. 38-2021

**Date:** April 19, 2021

**From:** Nathan Richard, Interim Director of Operations

**RE:** 2021 RiverWalk District Clean Strategy

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### Recommendation:

For information.

### Background:

The RiverWalk District is the heart of the Town of Prescott and is a destination for many people. The appearance of this area is critically important from many aspects.

During the summer of 2021, Prescott may observe an increase in public throughfare in the downtown, both from residents and visitors, as the pandemic runs into its second summer and day trips from larger urban centers may be more frequent.

The goal of this strategy is to create a positive, unforgettable downtown experience for citizens of the Town and all visitors. Creating a clean and safe downtown is a fundamental goal for downtown revitalization, for both businesses and tourism alike.

Clean streets will promote and encourage clean buildings and discourage people from littering.

The clean strategy will be completed in collaboration with the Downtown BIA and with assistance from business owners.

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|                       |   | Date Req'd  |
| Information Purposes  | X | Apr. 19 '21 |
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| Strategic Plan        |   |             |

## Analysis:

The following plan is designed to provide improved ownership for the cleanliness of the RiverWalk District this summer and develop processes that could carry on into future years.

The streets of the downtown, that would be made a priority in the 2021 RiverWalk District Clean Strategy, are shown in Attachment A. This includes King Street from East Street to St. Lawrence Street, Water Street from Edward Street to the Coast Guard, street portions of Centre Street and George Street, and pathways including RiverWalk Park, the Heritage River Trail and the Kinsmen Amphitheatre.

One to two seasonal employees would be chosen to maintain this public area to pinnacle levels and to implement various improvements throughout the summer months, from May through August. The goal for this area would be to ensure that it will be cleaned to a very high level all summer; there would not be weeds in concrete cracks, no waste overflows around garbage's or on the ground, etc.

The main priorities would include:

- No waste
- No weeds, leaves, dirt
- Cleaning benches
- Watering and maintaining all public flowers
- Ensuring that the clock tower and clock tower night light themes are maintained
- Painting of various items as required

The RiverWalk District Clean Strategy will be their main project and we will ask them to take ownership of it and pride in the work that they do. They would create and document processes for daily and weekly / weekend tasks and the details could be documented for future seasonal employees to follow.

One staff member from the operations department will be a go-to champion to help and mentor the seasonal employees where needed and ensure that they have the resources required to succeed. One Councillor and the Chief Administrative Officer would be the clean ambassadors to ensure that there is a higher-level review of the work, provide coaching to praise and encourage the successes, and find areas to continue the improvements. Continuous input would also be sought from the BIA.

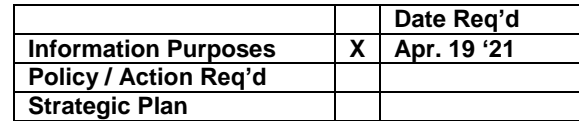
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| Strategic Plan        |   |             |

This will also include a 7-day per-week cleaning schedule of the new Splashpad washrooms until 7:00 p.m., which will be a requirement as Covid continues.

At the most recent meeting of the Prescott BIA Board of Management, staff presented a pole wrap solution that would provide a colourful way to improve the look of the traffic lights on King Street at Edward Street, George Street, Center Street and St. Lawrence Street. The BIA has committed \$2,500 towards the purchase and installation of traffic pole wraps which is approximately half of the cost to wrap nine feet of each of the poles using a design that incorporates the look of the Town of Prescott signs at the entrances to the Town of Prescott.

#### Pole Wrap Example





The provision of summer students from May through August was included in the Operational Budget for 2021. This strategy will see one to two of the summer student positions dedicated of the compliment included in the budget. The cost of the traffic pole wraps can be covered by the operational budget for maintenance.

## Map - Prescott RiverWalk District Clean 2021

Nathan Richard, Interim Director of Operations





Road Clean

Park Clean

Prescott Downtown Clean  
Strategy Map



|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 19 '21 |
| Strategic Plan        |   |             |

## STAFF REPORT TO COUNCIL

Report No. 39-2021

**Date:** April 19, 2021

**From:** Matthew Armstrong, Chief Administrative Officer & Treasurer

**Re:** 2021 Folkfest Community Grant

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### Recommendation:

That Council approve a total of \$7,500 for the Folkfest as part of the 2021 Community Grants.

### Background / Analysis:

At the March 15, 2021 meeting of Council, initial Community Grant Allocations were approved for 2021. Folkfest was approved for half of the application amount of \$7,500, with the recommendation from the working group that Folkfest provide additional information on the programs of events for 2021. Folkfest made a presentation to Council on April 6, 2021, identifying the expansion of activities over three days. The financial support from the Town of Prescott is intended to be used to support the cost of the performers.

Additional support was being sought from Edwardsburgh Cardinal to help support events in local establishments prior to the Folkfest weekend. Edwardsburgh Cardinal Committee of the Whole has made a recommendation to Council to support these complimentary events which is to be voted on April 26, 2021.

The Town of Prescott will work with Folkfest and the Township of Augusta to find complimentary events to Folkfest.

### Alternatives:

Council could decide to allocate an amount different than the additional \$3,750 to Folkfest for 2021.



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| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 19 '21 |
| Strategic Plan        |   |             |

### **Financial Implications:**

Following the initial allocation approvals there is approximately \$19,000 unallocated in the 2021 Community Grant Program budget. The approval of \$3,750 in addition to the \$3,750 already allocated in the initial approval process will provide a total of \$7,500 to Folkfest in 2021. This would leave approximately \$15,000 unallocated of the 2021 Community Grant budget, which could be used to address applications in the second intake for Council's consideration in September.

### **Attachments:**

None

*Submitted by*

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Matthew Armstrong  
Chief Administrative Office & Treasurer





|                       |   |             |
|-----------------------|---|-------------|
|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 19 '21 |
| Strategic Plan        |   |             |

## STAFF REPORT TO COUNCIL

Report No. 40-2021

**Date:** April 19, 2021

**From:** Matthew Armstrong, Chief Administrative Officer & Treasurer

**Re:** Server Modernization

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### Recommendation:

That Council approve the purchase and installation of a new host server and the associated software licensing in the amount of \$40,237.26 plus taxes, by utilizing \$29,000 of Municipal Modernization Funding, with the remaining amount being supported by the operational budget.

### Background / Analysis:

As part of the Town's information technology evergreening and risk management process, an evaluation of the Town's servers was undertaken to determine what upgrades needed to be made to maintain a secure and stable system.

The Host Server at Town Hall was identified as requiring replacement but can be re-utilized at the Fire Hall to replace an end-of-life server. There are two options that the Town has when replacing the host server.

#### Option 1:

Install a new Host server at Town Hall using the same licenses and software that are currently installed. The old server from Town Hall will be moved to the Fire Hall to replace the oldest server currently in the network and is at its end of life. The cost of this option is \$19,180.58 plus taxes (\$11,210.58 hardware cost and \$7,970.00 setup and installation).

#### Option 2:

Install a new Host server at Town Hall and upgrade all of the servers from Windows Server 2012 R2 to Windows Server 2019. Windows Server 2012 R2 will reach end of support in 2022. Windows Server licensing would be purchased for the 8 Virtual Machines

|                              |          |                    |
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|                              |          | <b>Date Req'd</b>  |
| <b>Information Purposes</b>  |          |                    |
| <b>Policy / Action Req'd</b> | <b>X</b> | <b>Apr. 19 '21</b> |
| <b>Strategic Plan</b>        |          |                    |

on one host with the ability to fail-over to the host at the Firehall. The current Server licensing owned by the Town does not support failover.

In the event that the Server at Town Hall is damaged, corrupt, or becomes unavailable due to an event like a fire, the failover software will allow the users to connect to the Fire Hall server thereby ensuring the continued normal operations of Town services using the same software, programs, and access to files they would have on the Town Hall server. This is a key aspect of the disaster recovery plan. In the event that the servers at both the Town Hall and Fire Hall locations are either non-operational or unavailable, then the Town would be able to connect to the cloud backups to resume normal business operations. The connection to the cloud backups is the last option for disaster recovery as it would then require repopulating the data on the servers when they do become operational again.

The cost of this option is \$40,237.26 plus taxes (\$11,210.58 hardware cost and \$10,260.00 setup and installation and \$18,766.68 server licensing).

#### **Alternatives:**

Council could approve the replacement of the server without the associated software licenses; however this would not provide the level of redundancy required by our disaster recovery plan.

#### **Financial Implications:**

The hardware cost to replace the host server was included in the operational budget for 2021. The setup and installation costs along with the licensing costs could be supported by the Municipal Modernization Funding received from the Province in 2019.

\$591,400 was received in Municipal Modernization Funding with the following projects utilizing the funding.

| <b>Initiative</b>   | <b>Amount</b> |
|---|---------------|
| Augusta Prescott Land Development / Needs Analysis and Economic Development Plans | 82,742        |
| Building / Bylaw Software – CGIS  | 50,400        |
| St. Lawrence Lodge – WIFI and Security System Request                             | 18,917        |
| Downtown Beautification Plan  | 50,000        |



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|                       |   | Date Req'd  |
| Information Purposes  |   |             |
| Policy / Action Req'd | X | Apr. 19 '21 |
| Strategic Plan        |   |             |

|       |         |
|-------|---------|
| Total | 172,059 |
|-------|---------|

**Attachments:**

None

*Submitted by*

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Matthew Armstrong  
Chief Administrative Officer & Treasurer





## 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.

|                       |  |                           |            |           |
|-----------------------|--|---------------------------|------------|-----------|
|                       |  | <b>REQUESTED BY:</b>      |            |           |
|                       |  | <b>RECORDED VOTE</b>      | <b>YES</b> | <b>NO</b> |
|                       |  | Councillor Leanne Burton  |            |           |
|                       |  | Councillor Teresa Jansman |            |           |
|                       |  | Councillor Lee McConnell  |            |           |
| <b>CARRIED:</b>       |  | Councillor Mike Ostrander |            |           |
| <b>TABLED:</b>        |  | Councillor Gauri Shankar  |            |           |
| <b>DEFEATED:</b>      |  | Mayor Brett Todd          |            |           |
| <b>RECORDED VOTE:</b> |  | Councillor Ray Young      |            |           |

|                          |                                |
|--------------------------|--------------------------------|
| <b>BRETT TODD, MAYOR</b> | <b>LINDSEY VELTKAMP, CLERK</b> |
|                          |                                |

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 23-2021**

**A BY-LAW TO AUTHORIZE AN AGENCY APPOINTMENT AND RETAINER  
AGREEMENT WITH LOCAL AUTHORITY SERVICES (LAS) REGARDING NATURAL  
GAS PROCUREMENT AND TO REPEAL BY-LAW 43-2017**

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**BEING A BY-LAW TO AUTHORIZE AN AGENCY APPOINTMENT AND RETAINER  
AGREEMENT WITH LOCAL AUTHORITY SERVICES (LAS) REGARDING NATURAL  
GAS PROCUREMENT AND TO REPEAL BY-LAW 43-2017**

**WHEREAS** the Local Authority Services (LAS) Natural Gas Program provides Ontario municipalities with consistent and predictable natural gas prices; and

**WHEREAS** the Corporation of the Town of Prescott has participated in the LAS Natural Gas Program for several years; and

**WHEREAS** the Council of the Corporation of the Town of Prescott now desires to enter into a formal Agency Appointment and Agreement with Local Authority Services (LAS) regarding natural gas procurement.

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

1. That the Corporation of the Town of Prescott is authorized to enter into an Agency Appointment and Agreement with Local Authority Services (LAS); and
2. That the CAO/Treasurer be authorized to execute such Agency Appointment and Agreement; and
3. That Schedule A, (Natural Gas Appointment and Retainer Agreement), forms part of this by-law; and
4. That By-law 43-2017 is hereby repealed; and
5. That this by-law shall come into force and take effect upon being passed by Council; and
6. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

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

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**Mayor**

---

**Clerk**

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

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**

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

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

**Corporation of the Town of Prescott**

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Matthew Armstrong  
CAO/Treasurer

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”).

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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.

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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

## **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     |

# THE CORPORATION OF THE TOWN OF PRESCOTT

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## BY-LAW NO. 24-2021

**A BY-LAW TO AUTHORIZE THE SALE OF LAND BY THE CORPORATION OF THE TOWN OF PRESCOTT TO THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE; THAT LAND BEING PART OF LOTS 45, 46 7 47 S/S KING STREET, BLOCK 3, PLAN 19, TOWN OF PRESCOTT, DESIGNATED AS PART 7 ON 15R6207 BEING PART OF PIN 68162-0065 (LT)**

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**Being a by-law to authorize the sale of land by the Corporation of the Town of Prescott to the Corporation of the United Counties of Leeds and Grenville; that land being Part of Lots 45, 46 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott, designated as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT).**

**WHEREAS** that pursuant to the Corporation of the Town of Prescott By-Law 16-1995, the Council of the Corporation of the Town of Prescott, at its meeting of February 3, 2020, declared the real property located at 555 King Street West (Part of Lots 45, 46 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott, designated as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT)) as surplus to the needs of the Corporation of the Town of Prescott; and

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

**WHEREAS** the Corporation of the Town of Prescott has agreed to sell the following property, namely: Part of Lots 45, 46 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott, designated as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT), Prescott, Ontario; and

**WHEREAS** it is deemed desirable to sell the said lands to the Corporation of the United Counties of Leeds and Grenville;

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

1. That By-Law 07-2020, being a By-Law to authorize the sale of land by the Corporation of the Town of Prescott to the Corporation of the United Counties of Leeds and Grenville; that land being Part of Lots 45, 46 7 47 s/s King Street, Block 3, Plan 19, Town of Prescott, designated as Parts 1 & 7 on 16R6207 being Part of PIN 68162-0065 (LT) is hereby repealed.

2. That the Mayor and Clerk be authorized, on behalf of the Corporation of the Town of Prescott, to sell the following lands: Part of Lots 45, 46 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott, designated as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT), Prescott, Ontario, to the Corporation of the United Counties of Leeds and Grenville.
3. That the Agreement of Purchase and Sale dated March 23, 2021, between the Corporation of the United Counties of Leeds and Grenville and the Corporation of the Town of Prescott, and all related amendments, Notices of Fulfillment of Condition, and Waivers are hereby ratified and approved, and authorized to be signed by the Clerk.
4. That the Mayor and Clerk are hereby authorized to sign any and all other documents required to complete the sale transaction.
5. This by-law shall come into force and take effect upon final passage.
6. 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 A FIRST AND SECOND TIME THIS 19<sup>th</sup> DAY OF APRIL, 2021.**

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**Mayor**

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**Clerk**

This Agreement of Purchase and Sale dated this 23rd day of March 2021

**BUYER,** The Corporation of the United Counties of Leeds and Grenville, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,** The Corporation of the Town of Prescott, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address **555 King Street West, Prescott**

fronting on the ..... side of.....

in the Town of Prescott, County of Grenville

and having a frontage of ..... more or less by a depth of..... more or less

and legally described as Part of Lots 45, 46 7 47 S/S King Street, Block 3, Plan 19, Town of Prescott designated

as Part 7 on 15R6207 being Part of PIN 68162-0065 (LT) and Roll # 070803003001400 (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:**

Dollars (CDN\$) **290,000.00**

Two Hundred Ninety Thousand x x x x x x x x x x x x x x x Dollars

**DEPOSIT:** Buyer submits ..... Upon Acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand x x x x x x x x x x Dollars (CDN\$) 5,000.00

by negotiable cheque payable to.....**Solicitor for the Vendor, in trust**..... "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.  
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the  
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,  
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's  
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A.....attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by \_\_\_\_\_ until \_\_\_\_\_ d.m./p.m. on \_\_\_\_\_.  
   (Buyer)                                     (Seller/Buyer)

the 29th day of April, 20 21, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the .....27th..... day of .....May....., 20..21..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** N/A

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: N/A

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be ..... in addition to ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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Form 100 Revised 2013 Page 2 of 6

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 18th day of May, 2021, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

AR

INITIALS OF SELLER(S):



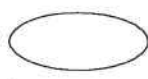


14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer)

(Buyer)

(Seal)

(Seal)

DATE: March 23, 2021

DATE:

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Seller)

(Seller)

(Seal)

(Seal)

DATE:

DATE:

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE:

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage..... **Private Transaction**.....

Tel.No.(.....)

Co-op/Buyer Brokerage.....

Tel.No.(.....)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

DATE.....

(Seller)

DATE.....

Address for Service.....  
Tel.No.(.....)

Seller's Lawyer.....

Address.....

(.....) Tel.No. (.....)

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)

DATE.....

(Buyer)

DATE.....

Address for Service.....  
Tel.No.(.....)

Buyer's Lawyer..... **John D. Simpson, Stewart Corbett**

Address..... **21 Court House Ave, PO Box 187, Brockville, ON K6V 5V2**

(.....) **613 342-4491** (.....) **613 342-8570**  
Tel.No. FAX No.

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Form 100 Revised 2013 Page 5 of 6

# Schedule A

## Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** The Corporation of the United Counties of Leeds and Grenville....., and

**SELLER,** The Corporation of the Town of Prescott.....

for the purchase and sale of 555 King Street West, Prescott.....

..... dated the 23rd..... day of March....., 2021.....

Buyer agrees to pay the balance as follows:

Buyer agrees to pay the balance, subject to adjustments, by bank draft or certified cheque to the Seller on the completion of the transaction.

Seller agrees on closing to provide the Buyer with an Easement in perpetuity for Part 1 on 15R6207, granting the right of passage, access and use of 15 parking spaces.

The Buyer shall have the right to view the property TWO (2) further times prior to completion, at mutually agreed upon times.

Further it is acknowledged by the Buyer and Seller herein that faxed, scanned or electronic signatures on this agreement are legally binding. Further it is also acknowledged by all parties that this agreement may be signed in counterparts.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

*AR*

INITIALS OF SELLER(S):



# THE CORPORATION OF THE TOWN OF PRESCOTT

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## BY-LAW NO. 25-2021

A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PRESCOTT AND ROBERT AND TERESA PELDA FOR THE REDEVELOPMENT OF WISER HALL, LOCATED AT 763 KING STREET WEST.

---

**Being a by-law to authorize a Site Plan Agreement between the Corporation of the Town of Prescott and Robert and Teresa Pelda for the redevelopment of Wiser Hall, located at 763 King Street West.**

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

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

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

**WHEREAS** the Council of the Corporation of the Town of Prescott deems it necessary and in the public interest to enter into a Site Plan Agreement with Robert and Teresa Pelda, being the owners of the lands described as AUGUSTA CON 1 PT LOT 5 AND PLAN 19 BLK 3 PT LOT 42 PT WATERLOT RP 15R7987 PT PARTS 1 AND 2(763 King Street West).

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

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

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

---

**Mayor**

---

**Clerk**

**THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021**

**BETWEEN:**

**Robert and Teresa Pelda**  
hereinafter called the "OWNER"  
of the first part

**AND:**

**The Corporation of the Town of Prescott**  
hereinafter called the "TOWN"  
of the second part

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

**AND WHEREAS** the Owner has represented to the Town that the lands described as in Schedule "A" and municipally known as 763 King Street West, in the Town of Prescott, are owned by the Owner;

**AND WHEREAS** the Owner wishes to convert the existing dwelling locally known as Wiser Hall into two (2) residential units and construct of an addition attached to the lakefront side of the historic house that includes eight (8) residential units for a total of ten (10) units on the property, with underground parking for sixteen (16) vehicles below the proposed addition;

**AND WHEREAS** the described lands and proposed development are the subject of a matter referred to the Ontario Municipal Board (Case No. PL130046) and where a decision dated December 29, 2014, contains the Minutes of Settlement, wherein certain site plan conditions have been agreed to by both parties;

**AND WHEREAS** the described lands are zoned Medium Density Residential Special Exception One (R2-1) under the Town's Zoning By-law 09-2009, as amended;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of other valuable considerations and the sum of one dollar (\$1.00) of lawful money of Canada, now paid by the Town to the Owner (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the Town as follows:

## **1.0 SCHEDULES**

The following are the schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" - Legal Description of the Land to which this Agreement applies

Schedule "B" - Plans and Reports

## **2.0 CONFORMITY WITH SCHEDULES**

The Owner agrees to construct the proposed development in substantial conformity in all respects with the Schedules hereto which form part of this Agreement. No buildings or works shall be erected on the lands other than those erected in substantial conformity with the said 'Schedules. It is understood and agreed that written approval of the Town, in a form determined solely by the Town, is required prior to any departure from the specifications of the said Schedules being undertaken.

## **3.0 EXPIRY**

It is understood and agreed that if the Owner fails to apply for any building permit or permits to implement this Agreement within twelve (12) months from the date this Agreement comes into effect, then the Town shall at its sole option have the right to terminate this Agreement and require that a new agreement be submitted by the Owner for approval.

## **4.0 COMMENCEMENT OF DEVELOPMENT**

The Owner covenants that it shall not commence any development on the Land whatsoever until:

- a) this Agreement has at the option of the Town and at the sole expense of the Owner, been registered on title against the Land;
- b) all necessary amendments to the Town Official Plan and Zoning By-law have received final approval pursuant to the provisions of the *Planning Act*, as amended; and
- c) all necessary permits and authorizations have been obtained by the Owner.

## **5.0 COMPLETION DATE**

The Owner covenants and agrees to fully complete the facilities, works and other matters described herein to the satisfaction of the Town on or before for the following 3 phases;

- a) that all fill currently stored on site is either placed in the proper location for riverfront landscaping or removed from the site by August 31, 2021.



- b) That the permit and construction work for phase one which includes the renovation of the existing structure into two units be completed within twelve months of the building permit being taken out for the renovation. With the intent that the building permit, be issued prior to April 15, 2021.
- c) That the permit and construction work for phase two which includes the addition of the eight unit complex with underground parking as per the site plan be started within two years of the permit taken out for phase one and that the work be completed within 2 years for when the phase two permit is issued.

## 6.0 SITE DEVELOPMENT

The location of the buildings and structures to be erected on the land and the location of other facilities, and the external appearance of the buildings shall conform to the Plans attached in Schedule "B" to this Agreement, provided always that minor changes to such plans may be made by the Owner with the prior written approval of the Town.

## 7.0 FINANCIAL REQUIREMENTS

### 7.1 Cash or Secured Bond Requirements

The Owner covenants and agrees to pay to the Town by certified cheque the charges and levies set out and designated as "Cash/Bond Requirements" in Schedule "C" of this Agreement forthwith upon the execution of this Agreement, unless otherwise specified, and until the same are paid or provided, they shall constitute a charge upon the Owner's Land.

### 7.2 Security Requirements

- a) Before this Agreement is executed by the Town, the Owner shall deposit with the Town a sufficient sum in cash, or irrevocable Letter of Credit or Bond or other financial security acceptable to the Clerk of the Town. Instruments of cash or like cash shall be equal to fifty percent (50%) of the estimated cost the on-site works and one hundred percent (100%) of the required offsite works to be done by the Owner. Should the Town accept a bond or other instruments in place of the cash requirement it shall be for one hundred percent (100%) of all works on or off site. This shall be done to meet the financial requirements of this Agreement and designated as "Security Requirements" in Schedule "C".

- b) In the event that the Owner satisfies the provisions of this clause by depositing an irrevocable Letter of Credit or Security Bond and such Letter of Credit or Security of Bond that contains an expiry or termination date, the following provisions shall also apply:
- I) Until the final approval of the work by the Town the Owner shall deposit with the Town, at least thirty (30) days prior to the expiry or termination date set out in the Letter of Credit or Security Bond, a new irrevocable Letter of Credit or Security Bond in the form approved by the Clerk. The new Letter of Credit shall for an amount to be determined by the Clerk in accordance with the following:
- an amount not less than the then existing Letter of Credit or Security Bond, or
  - an amount exceeding the then existing Letter of Credit or Security Bond by that sum necessary to reflect the increased costs which may be involved in the construction of such services for which the Letter of Credit or Security Bond that is required as determined by the Town, acting reasonably, or
  - a lesser amount than the then existing Letter of Credit or Security Bond as the Council of the Town in its absolute discretion may approve;
- II) If such new Letter of Credit or Security Bond contains an expiry or termination date, then until the final approval of the work by the Town, the Owner shall continue to redeposit new irrevocable Letters of Credit or Security Bond in the same manner as provided in Sub-Clause (i) hereof until the final approval of the work by the Town's Engineer and/or Chief Building Official and the Council of the Town;
- III) If the Owner fails to deposit a new Letter of Credit or Security Bond as required under Sub-Clauses (i) and (ii) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner, may call upon the whole or any part of the existing Letter of Credit or Security Bond notwithstanding anything herein otherwise contained. Any amount received by the Town shall be used by the Town to complete the works on the Owner's Land in accordance with this Agreement or retained by the Town as liquidated damages for breach of this Agreement; and
- iv) Every such letter of Credit or Security Bond shall contain a specific covenant by the authority issuing such irrevocable Letter of Credit or Security Bond that a breach of any of Sub-Clauses (i), (ii) or (iii)

hereof shall entitle the Town to call upon the whole or any part of the Letter of Credit or Security Bond.

- c) The financial security or so much thereof as the Town deems necessary, shall be held by the Town until final approval of the works, except where any part is used pursuant to the terms of this Agreement. The Town's Engineer and/or Chief Building Official may recommend the reduction of such financial security from time to time as works are completed. Until final release of the security, the Owner agrees that the Town shall retain a minimum deposit in an amount that is the greater of 10% of the total amount of the deposit required by Schedule "C" or \$50,000

On final approval of the works by the Town, the Owner shall be entitled to have released to it by the Town all financial security then held by the Town under this Agreement, without interest.

## **8.0 CERTIFICATE OF COMPLIANCE**

Upon the substantial completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, the Owner shall be entitled to obtain a Certificate of Compliance from the Town confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

## **9.0 OCCUPANCY**

The Owner covenants and agrees that there shall be no occupancy of any building or structure on the Land until all requirements of this Agreement have been substantially complied with and the Town has issued an Occupancy Certificate. The Town may, however, issue a conditional Occupancy certificate, provided that security arrangements are in place sufficient to cover any outstanding works, and the building may be occupied in accordance with the Ontario *Building Code Act*.

## **10.0 DEVELOPMENT CHARGES AND OTHER CHARGES**

- a) The Owner covenants and agrees to pay all development and other charges required to be paid to the Town pursuant to any By-law or Resolution of the Town. The said charges shall be those in effect on the date of issuance of the building permit. The said charges shall be in addition to those sums required to be paid pursuant to Schedule "C". Development Charges for the eight new units shall be at minimum \$2389.00 per two bedroom unit for a total of \$19,112.00.

The Owner shall be responsible for payment of all Town costs in connection with the approval of the site plan and this Agreement including legal fees and disbursements, administrative, planning/and engineering costs. Details of said costs are contained in Schedule "C" and the same shall be paid forthwith upon the execution of this Agreement.

## **11.0 INSURANCE**

The Owner shall provide, before the execution of this Agreement, and keep in force during the construction of the works, a comprehensive policy of public liability and property damage insurance acceptable to the Town, providing insurance coverage in respect of any one occurrence to the limit of at least Two Million (\$2,000,000) Dollars exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name The Corporation of the Town of Prescott as an additional insured thereunder. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Town or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include completed operations coverage and be maintained in effect until final approval of the works by the Town. The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The Owner shall forward to the Town, prior to the signing of this Agreement by the Town, a Certificate of Liability Insurance to the satisfaction of the Town. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance.

## **12.0 DEFAULT**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action, as deemed appropriate by the Town, to enforce compliance. After having first notified the Owner, the Town may at any time authorize the use of the whole or any part of the amount of the financial security to pay the cost of any work that the Town's Engineer deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance:

- a) In the event of a default by the Owner or its successors or assigns in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, including warranty items, the Town may, at the expense of the Owner, enter upon the Owner's Land and do all such

matters and things as are in default. The Town may authorize the use of any or all of the financial security deposited with the Town pursuant to this Agreement: to pay for the cost to the Town of carrying out such matters and things. "Cost" and "expense of the Owner" in this clause shall be the actual cost incurred by the Town plus up to 15% of such cost as a charge for administration. Any costs incurred by the Town pursuant to this clause which are in excess of the amount of any financial security held by the Town pursuant to this Agreement shall be paid by the Owner to the, Town within thirty (30) days of the mailing of an invoice by the Town to the owner and any costs referred to in this clause may be recovered by the Town in like manner as municipal taxes pursuant to the provisions of the *Municipal Act*.

- b) The Owner agrees that the entry and performance of works or procedures by the Town as herein provided shall not constitute a trespass and all such entry shall be deemed to be performed as an agent of the Owner. The Town shall not be responsible for any damages caused in the performance of such work except such damages as may be directly caused by the negligence of the agents, contractors, servants or workmen of the Town.
- c) The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
- d) The Owner further agrees to post security in the amount as set in Schedule "C" which the Town's Engineer may, upon having given 24 hours written notice to the Owner, draw upon to undertake any or all of the following works:
  - i) to repair the Town's street lights and/or their circuits should they be damaged as a result of construction by the owner;
  - ii) to undertake the cleaning of the Town's streets in the area of the site should the Owner fail to take adequate precautions to prevent debris from the site from fouling said streets;
  - iii) to fix any road cuts and/or utility cuts as a result of construction by the owner;

- iv) to undertake any emergency works deemed to be required by the Town Engineer which arise as a result of construction by the owner.

### **13.0 WORK AT OWNER'S RISK**

The conditions, facilities and matters as shown in Schedule "B" annexed hereto shall be provided and maintained by the Owner at his sole risk and expense and to the satisfaction of the Town, and that in default thereof, the provisions of the *Planning Act* and *Municipal Act* shall apply.

If any lien is claimed pursuant to the Construction Lien Act for the supply of services or material in connection with the construction or maintenance of any portion of the works or facilities located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall be considered in default under this Agreement and shall continue to be in default until all liens are discharged, and the Municipality may, in its absolute discretion, use the security deposited by the Owner to pay into court any amounts required to discharge all liens plus costs.

### **14.0 FACILITIES AND WORK TO BE PROVIDED**

The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, work or other matter illustrated on the schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Town. The Owner further agrees to engage qualified professionals, where required, to advise, to design and to carry out any of the work undertaken under the terms of this Agreement. Without in any way limiting the generality of the foregoing, the Owner covenants and agrees with the Town to:

- a) convey land and/or easements at its own expense to the Town, if requested by the Town to do so, for the widening of street(s) and/or for the construction, maintenance or improve any existing or newly required water courses, ditches, land drainage and or sanitary sewerage facilities on the Land;
- b) provide ingress and egress access facilities to the Land at the points and in the manner illustrated on Schedule "B".
- c) restrict off-street parking and loading for all vehicles on the Land to the parking areas illustrated on Schedule "B" annexed hereto.
- d) provide walkways on the Land as shown on Schedule "B" annexed hereto.

- e) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, parking areas, walkways, overhanging eaves and pitched roofs or structures adjacent to any area travelled by pedestrians or vehicles on the Land;
- f) grade, alter in elevation and/or contour the Land, construct a storm sewer system and make sufficient outlet to adequately serve the Land and the development proposed thereon and construct a sanitary sewer system on the Land to adequately serve any buildings to be erected thereon, all in accordance with the plans attached in Schedule "B" annexed hereto;
- g) illuminate parking lots and access driveways to the requirements of the Town Engineer as illustrated in Schedule "B" annexed hereto;
- h) landscape, plan, and maintain all of the Land to be developed hereunder not required for building, parking, roads, walkways, or patios so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the grading and landscaping plans as approved by the Town as illustrated in Schedule "B" annexed hereto;
- i) store garbage and other waste material in the manner and location illustrated in Schedule "B" annexed hereto and be responsible for the prompt and regular removal of garbage from the site on an on-going basis as required by the Town.
- j) construct / re-construct the roadway adjacent to the Land and install new curb cuts and fill in existing curb cuts as needed along any roadway which abuts the Land as illustrated in Schedule "B" annexed hereto;
- k) comply with any and all requirements of the relevant utility companies and provide any utility service connections to the site required for the development of the site in accordance with the plans attached in Schedule "B" annexed hereto;
- l) carry out any special conditions that may be set out in Schedule "D" annexed hereto.

## **15.0 MAINTENANCE**

The Owner covenants and agrees to restore to the satisfaction of the Town Engineer and/or Chief Building Official, any faulty workmanship or materials used in the construction of the works, the ownership of which is to vest in the Town, or any damage done by the Owner or its successors or assigns or by its



employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue for a period of one (1) year after final acceptance of the works by the Town.

## **16.0 COMPLIANCE WITH OTHER REGULATIONS**

Nothing in this Agreement shall exempt the Owner from complying with the requirements of any valid, current and relevant by-law and legislation affecting the Land, or from applying for and obtaining any permit, license, permission, authority or approval required by the Town or by any other restrictions lawfully imposed by an authority having jurisdiction to make such restrictions. The foregoing shall include the need for any approvals and permits, where required, from authorities with jurisdiction over the installation of docking facilities • on the St. Lawrence River including but not limited to the Ministry of Natural Resources and/or the South Nation Conservation Authority.

## **17.0 SUCCESSORS AND ASSIGNS**

The covenants, agreements and conditions herein contained on the part of the Owner shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

## **18.0 INDEMNIFICATION**

The Owner shall indemnify the Town and each of its officers, servants and agents from all loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply nor non-supply of materials therefore, whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants, or agents, or whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractor, officers, servants or agents, or the Town, its officers, servants or agents.

Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act

and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

**19.0 ACCEPTANCE**

The satisfying of any requirements of this agreement by the Owner or any employee of the Town shall not in any way constitute acceptance of this agreement until a by-law to authorize this agreement has been passed by the Council of the Town and this agreement is signed by the persons authorized to do so by such by-law.

**IN WITNESS WHEREOF** \_\_\_\_\_ the Owner has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper officers in that behalf.

**DATED AT THE TOWN OF PRESCOTT** this \_\_\_\_ day of \_\_\_\_\_ , 2021.

SIGNED, SEALED AND DELIVERED

in the presence,

) \_\_\_\_\_  
) **Robert Pelda**  
)  
)  
) \_\_\_\_\_  
) **Teresa Pelda**  
)

IN WITNESS WHEREOF the Corporation of the Town of Prescott has hereunto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

**DATED AT the Town of Prescott** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED, SEALED AND DELIVERED**

in the presence of

) \_\_\_\_\_  
) **THE CORPORATION OF THE**  
) **TOWN OF PRESCOTT**

)  
) Per:

)  
) \_\_\_\_\_  
) Mayor

)  
) Per:

)  
) \_\_\_\_\_  
) Clerk

## **SCHEDULE "A"**

### **Legal Description of the Land to which this Agreement Applies**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Prescott and BEING COMPOSED of:

AUGUSTA CON 1 PT LOT 5 AND PLAN 19 BLK 3 PT LOT 42 PT WATERLOT RP  
15R7987 PT PARTS 1 AND 2

## **SCHEDULE "B"**

### **Plans and Reports**

The Site and Landscape Plan prepared by RMP Construction & Metro Creek Design is hereby incorporated by reference and forms a part of this agreement.

- Landscape Plan, Dwg L1, Rev 16, dated November 21, 2014, prepared by RMP Construction & Metro Creek Design
- Site Plan drawing set Dwg SP 1, Rev 21 dated February 20, 2015, prepared by RMP Construction & Metro Creek Design

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

#### Plans:

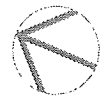
- Grading and Drainage Plan, Dwg 1, Rev 3, dated June 18, 2015, prepared by Eastern Engineering Group Inc.
  - Servicing Plan, Dwg 2, Rev 3, dated June 18, 2015, prepared by Eastern Engineering Group Inc.
  - Sediment and Erosion Control Plan, Dwg 3, Rev 2, dated May 4, 2015, prepared by Eastern Engineering Group Inc.
- garage drawings a2 rev12, September 22, 2014  
roof drawing a9 rev18 dated January 5, 2015  
elevation drawings a12 & a13 rev 13 dated October 14, 2014.  
section drawings a14 rev12 dated September 22, 2014.  
solarium drawings a 19 dated February 26, 2014

#### Reports

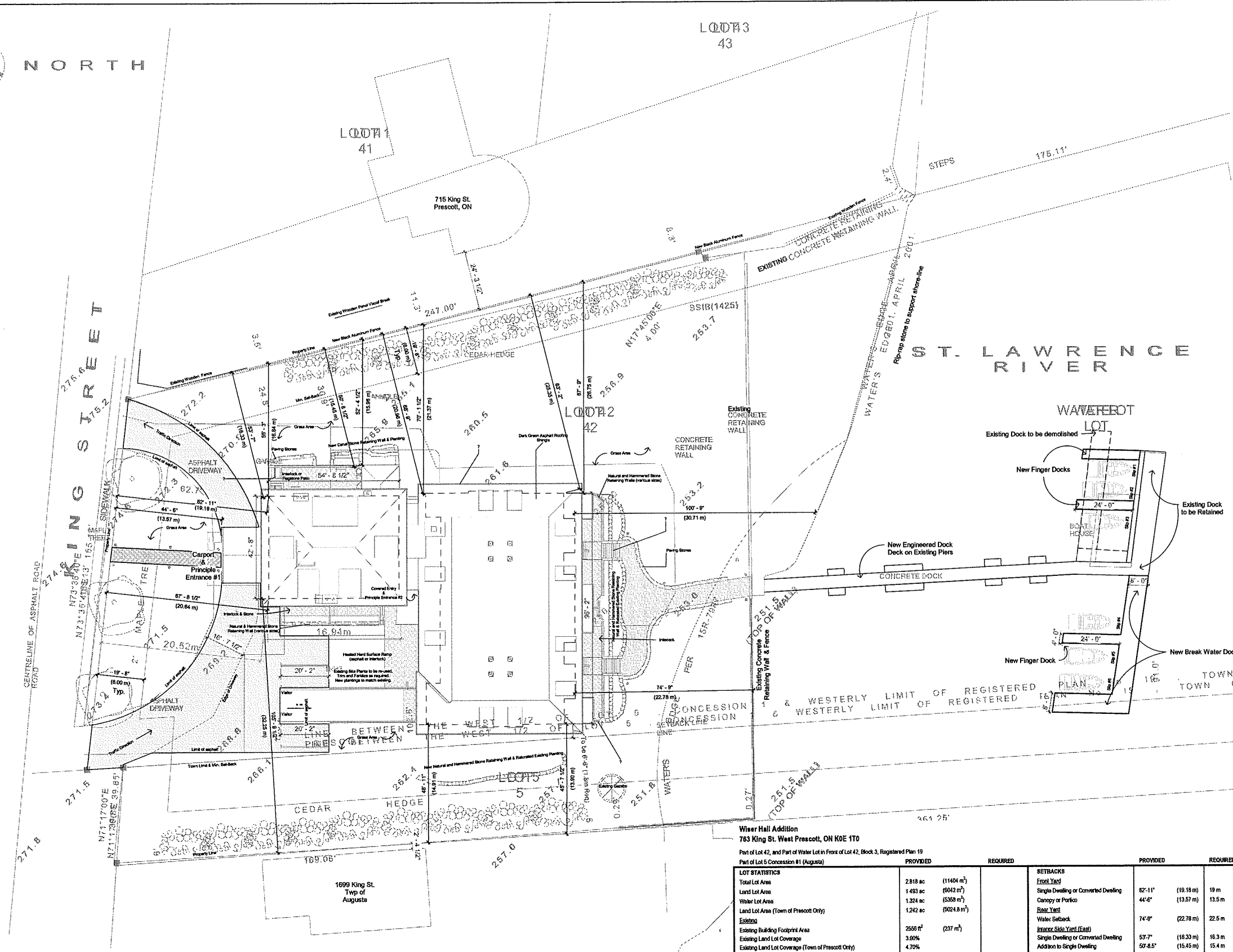
- Heritage Conservation Plan, prepared by Golder Associates, dated June 2012,
- Heritage Impact Assessment, prepared by Golder Associates, dated December 2013
- Letter from Golder Associates, dated November 4, 2014

Originals of the above-noted drawings and reports are available at the Town of Prescott Municipal Office, located at 360 Dibble Street West, Prescott, Ontario, K0E 1T0.





NORTH



1 Site  
1" = 20'-0"

**Wisser Hall Addition**  
763 King St. West Prescott, ON K0E 1T0

Part of Lot 42, and Part of Water Lot in Front of Lot 42, Block 3, Registered Plan 19  
Part of Lot 5 Concession #1 (Augusta)

| LOT STATISTICS                                     | PROVIDED             |                          | REQUIRED | SETBACKS                              |          |           |
|--|----------------------|--------------------------|----------|---------------------------------------|----------|-----------|
|  |                      |                          |          |                                       | PROVIDED | REQUIRED  |
| Total Lot Area                                     | 2,818 ac             | (11404 m <sup>2</sup> )  |          | Front Yard                            |          |           |
| Land Lot Area                                      | 1,493 ac             | (6042 m <sup>2</sup> )   |          | Single Dwelling or Converted Dwelling | 62'-11"  | (19.18 m) |
| Water Lot Area                                     | 1,324 ac             | (5368 m <sup>2</sup> )   |          | Canopy or Porch                       | 44'-6"   | (13.57 m) |
| Land Lot Area (Town of Prescott Only)              | 1,242 ac             | (5024.8 m <sup>2</sup> ) |          | Rear Yard                             |          |           |
| Existing   |                      |                          |          | Water Setback                         | 74'-9"   | (22.78 m) |
| Existing Building Footprint Area                   | 2558 ft <sup>2</sup> | (237 m <sup>2</sup> )    |          | Interior Side Yard (East)             |          |           |
| Existing Land Lot Coverage                         | 3.89%                |                          |          | Single Dwelling or Converted Dwelling | 53'-7"   | (16.33 m) |
| Existing Land Lot Coverage (Town of Prescott Only) | 4.70%                |                          |          | Addition to Single Dwelling           | 50'-8.5" | (15.45 m) |
| Proposed   |                      |                          |          | All Other Dwellings                   | 66'-9"   | (20.36 m) |
| Proposed Building Footprint Area                   | 8661 ft <sup>2</sup> | (803.21 m <sup>2</sup> ) |          | Interior Side Yard (West)             |          |           |
| Proposed Land Lot Coverage                         | 13.60%               |                          |          | Township Line                         | 6'-7"    | (2.0 m)   |
| Proposed Land Lot Coverage (Town of Prescott Only) | 16.40%               |                          |          | BUILDING HEIGHT                       |          |           |
| PARKING  |                      |                          |          | Building Height (incl. HVAC Units)    | 32'-11"  | (10.04 m) |
| Interior   | 15                   |                          | 15       |                                       |          |           |
| Exterior Guest Parking                             | 2                    |                          |          |                                       |          |           |
| Exterior Barrier Free                              | 1                    |                          | 1        |                                       |          |           |

763 King St. W. Prescott, ON

RMP  
CONSTRUCTION & DEVELOPMENT

METRO CREEK

| No. | Description              | Date        |
|-----|--------------------------|-------------|
| 2   | Draft 1                  | July 14, 14 |
| 3   | Draft 2                  | July 15, 14 |
| 4   | Draft 3                  | July 16, 14 |
| 5   | Draft 4                  | July 28, 14 |
| 6   | Draft for Settlement     | July 29, 14 |
| 7   | Draft for Settlement 2   | Aug 1, 14   |
| 8   | Draft for Settlement 3   | Aug 7, 14   |
| 9   | Draft for Settlement 4   | Aug 18, 14  |
| 10  | Final for Settlement     | Aug 26, 14  |
| 11  | Revised for Town         | Sept 9, 14  |
| 12  | Revised for Settlement   | Sept 22, 14 |
| 13  | Revised with Tags        | Oct 14, 14  |
| 14  | Revised as per Nova Tech | Nov 9, 14   |
| 17  | Revised for Dock         | Nov 25, 14  |
| 18  | Revised as per Nova Tech | Jan 5, 15   |
| 19  | Revised as per Nova Tech | Feb 17, 15  |
| 21  | Revised as per Nova Tech | Feb 20, 15  |

Wisser Estates  
House

Site Plan

|                |              |
|----------------|--------------|
| Project number | BT           |
| Date           | Feb 26, 2014 |
| Drawn by       | AM           |
| Checked by     |              |
| SP1            |              |
| Scale (Arch D) | 1" = 20'-0"  |

2021-01-18 12:16:25 PM



**SCHEDULE  
"C"**

**Financial Requirements**

**1.0    Cash Requirements**

- (i)    On account of the Town's administrative fee
- (ii)   On account of the Town's legal fees and disbursements
- (iii)   On account of the Town's engineering fees
- (iv)   On account of the Town's planning fees
- (v)    On account of the Town's Landscape Architect
- (vi)   Cash-in-lieu of parkland
- (vii)   Development Charges-Due at Permit Issuance Addition  
\$19, 112.00

**2.0    Security Requirements**

The Owner shall provide financial security (i.e. cash or letter of credit) to the Town for 50% or Security Bond for 100% of the estimated cost of site works detailed in the Applicant's Estimates of Costs as follows based upon the Morris Engineering Ltd. Estimation dated April 16, 2021. Copies of this report are available at Town Hall and included the following listed below:

- Site Preparation
- Parking base preparation
- Sanitary and Storm Sewers
- Walkways, landscaping, and fencing
- Exterior Lighting/Signs
- Parking surfaces (asphalt and curbs)
- Miscellaneous

Total Estimated cost of construction of site works (Total Security Requirements)  
\$134,120.00

## **SCHEDULE "D"**

### **Conditions**

#### Special Conditions

1. That the Owner covenants and agrees that no boathouse shall be constructed on the Lands. This restriction does not prevent the construction of accessory structures otherwise permitted by the Town of Prescott Comprehensive Zoning By-law as long as such accessory structures are not used for boat storage.
2. That the Owner shall deliver notice to the owners of 724 King Street West, 741 King Street West, and 770 King Street West, requesting an inspection of the dwellings, prior to commencement of construction. If permitted by the respective owners of these properties, the inspections shall include, without limitation, the coach house at 724 King Street West. Each party shall have thirty (30) days from the delivery of the notice to consent to the inspection and to provide access to the relevant property at a time reasonably convenient to the proponents building inspector, failing which a party who failed to provide consent and reasonable access within the said thirty (30) period shall have no further entitlement to receive an inspection. The inspection shall be completed prior to the commencement of any construction on the property and shall include photographs or videos to document the existing condition of the relevant dwelling or coach house, including the foundation, walls, windows and roof. A copy of all inspection materials will be provided, respectively, to each of the owners of the above-noted properties.
3. That, the Owner shall at his cost install and maintain a fence on the Owner's side of the property line between the 6 King Street West and 741 King Street West, as As shown on Drawing L1 and L2, listed Schedule "B". has been waived with the consent of the neighboring land owners'
4. That construction in relation to the works described herein shall only take place between the hours of 8:00 am to 6:00 pm, Monday to Friday. No construction shall take place on weekends or statutory holidays.

5. That the Owner covenants and agrees to implement the recommendations of the Heritage Conservation Report, Heritage Impact Statement, and letter dated November 4, 2014, all prepared by Golder Associates, and listed in Schedule "B".

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 26-2021**

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL  
MEETING HELD ON APRIL 19, 2021**

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**WHEREAS**, Section 5(3) of *the Municipal Act, 2001 S.O. 2001, c.25, as amended*, provides that Council's powers shall be exercised by by-law; and

**WHEREAS** certain actions of Council do not require the enactment of a specific by-law;

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

1. Subject to Paragraph 3 of this by-law, the proceedings of the above-referenced Council meeting, including all Resolutions, By-laws, Recommendations, Adoptions of Committee Reports, and all other motions and matters decided in the said Council Meeting are hereby adopted and confirmed, and shall have the same force and effect, as if such proceedings were expressly embodied in this by-law.
2. The Mayor and Clerk are hereby authorized to execute all such documents, and to direct other officials of the Town to take all other action, that may be required to give effect to the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law.
3. Nothing in this by-law has the effect of conferring the status of a by-law upon any of the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
4. Any member of Council who complied with the provisions of Section 5 of the Municipal Conflict of Interest Act, R.S.O. 1990, Chapter M.50 respecting the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law shall be deemed to have complied with said provisions in respect of this by-law.

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

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**Mayor**

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**Clerk**