



PRESCOTT TOWN COUNCIL
AGENDA

December 13, 2021

6:00 pm

Virtual Meeting

Our Mission:

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

Pages

1. Call to Order

We will begin this meeting of Council by acknowledging that we are meeting on aboriginal land that has been inhabited by Indigenous peoples.

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

2. Approval of Agenda

Recommendation

That the agenda for the Council meeting of December 13, 2021, be approved as presented.

3. Declarations of Interest

4. Presentations

5. Delegations

6. Minutes of the previous Council meetings

6.1. December 6, 2021

1

Recommendation

That the Council minutes dates December 6, 2021, be accepted as presented.

7. Communications & Petitions

7.1. United Counties of Leeds and Grenville - Homelessness in Leeds and Grenville Q&A

Recommendation

For information.

7.2. United Counties of Leeds and Grenville - Housing Affordability Task Force Recommendations

11

8. Consent Reports

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

RECOMMENDATION

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

8.1. Information Package (under separate cover)

8.2. Augusta/Prescott Joint Initiatives Task Force - Meeting Notes November 26, 2021

39

Recommendation

For information.

8.3. Staff Report 118-2021 - Prescott-Augusta Economic Development Strategy & Land Needs Analysis Study

40

Recommendation

For information.

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1. Budget 2022- Health & Social Services Budget Presentation 43

12.2. Staff Report 119-2021: City of Kitchener Fire Safety Measures Resolution 53

Recommendation

That Council support the resolution of the City of Kitchener regarding fire safety measures and that a copy of the resolution be forwarded to the the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), and all Leeds and Grenville municipalities.

12.3. Staff Report 120-2021 - COVID Grant Program for Non-profit Organizations - December Allocations 57

Recommendation

That Council approve the following COVID-19 Grants for Non-profit Organizations as follows:

1. Prescott and District Lion's Club	\$1,543
2. Prescott Curling Club	\$1,850
3. St. Paul's United Church	\$2,390

Subject to the following conditions:

- That the revenue and expenses up to December 31, 2021 be confirmed and verified by January 21, 2022
- That the allocations approved be a maximum grant amount but will be reduced if the confirmation of revenue and expenses identifies a lower amount is appropriate.
- That any COVID-19 related grant programs, from another level of government, for fixed costs up to December 31, 2020, that the organization becomes eligible or approved for prior to January 21, 2022 would be taken into account and subtracted from the approved grant allocation.
- That the grants be paid to the organizations by January 31st, 2022

And that the remaining \$17,737 in the COVID funding allocated to this program be used to enhance the shop local support programs identified in Staff Report 113-2021.

12.4. Staff Report 121-2021 - Walk Behind Floor Cleaner Purchase 61

Recommendation

That Council approve the purchase of a walk behind Floor Cleaner with an upset limit of \$15,000 to be funded by Modernization Funding provided by the Province of Ontario in 2019.

12.5. Staff Report 122-2021 - 2022 Facility Pricing - Leo Boivin Community Centre 64

Recommendation

That Council approve the proposed Facility Pricing Rates for the Leo Boivin Community Centre to be implement in 2022.

13. Resolutions

14. By-laws

14.1. Site Plan Agreement 70

Recommendation

That By-Law 53-2021, being a by-law to authorize a Site Plan Agreement between the Corporation of the Town of Prescott and Blacks Creek Innovations, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.2. Council Appointments 2022 84

Recommendation

That By-Law 54-2021, being a by-law to appoint Members of Council to boards and commissions, to appoint Members of Council to the Committees of Council, and the appointments of Deputy Mayor for the remainder of the term of Council expiring November 14, 2022, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

14.3. Transfer Payment Agreement - Investing in Canada Infrastructure Program 87

Recommendation

That by-law 55-2021, being a by-law to authorize a transfer payment agreement between Her Majesty the Queen In Right of Ontario as

represented by the Minister of Infrastructure and the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

15. New Business

16. Notices of Motion

17. Mayor's Proclamation

18. Closed Session

Recommendation

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

18.1 Approval of Closed Session Minutes

18.2 Purchase & Sale

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

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

19. Rise and Report

20. Confirming By-Law – 56-2021

147

Recommendation

That By-Law 56-2021, being a by-law to confirm the proceedings of the Council meeting held on December 13, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

21. Adjournment



**PRESCOTT TOWN COUNCIL
MINUTES**

**Monday, December 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, Jessica Crawford, Deputy Treasurer, Kaitlin Mallory, Deputy Clerk
Guests	Bonnie Pidgeon-Cougler, South Grenville Food Bank, & Rob More, Rural Fetal Alcohol Syndrome Network

1. Call to Order

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

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

He then called the meeting to order at 6:00 p.m.

2. Approval of Agenda

Motion 270-2021: Shankar, Ostrander

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

Carried

3. Declarations of Interest – None

4. Presentations

4.1 Food Bank - Bonnie Pidgeon Cougler

Bonnie Pidgeon Cougler, South Grenville Food Bank, spoke to the Community Grant application. She referenced the amount requested and provided reasoning for the increase in the amount requested.

Discussion was held regarding the number of Prescott residents that access the Food Bank, any funding received from other neighbouring municipalities, and the Food Bank's revenue.

Bonnie Pidgeon Cougler left the meeting at 6:19 p.m.

4.2 Rural Fetal Alcohol Syndrome Support Network - Rob Moore

Rob Moore, Rural Fetal Alcohol Syndrome Support Network, spoke to a PowerPoint presentation. A copy of the presentation is held on file. Mr. Moore provided background on the organization, the creation of a new website, and the number of families that make use of services in the town. He spoke to the Community Grant application submitted and the need for increased awareness in the community.

Discussion was held regarding the process for an environmental scan, additional potential resources in the area such as Big Brothers Big Sisters and making connections with municipalities and Councils.

Rob Moore left the meeting at 6:44 p.m.

5. Delegations – None

6. Minutes of the previous Council meetings

6.1 November 15, 2021

Motion 271-2021: Young, McConnell

That the Council minutes dated November 15, 2021, be accepted as presented.

Carried

7. Communications & Petitions

7.1 Affordable Housing Plan - United Counties of Leeds and Grenville

Mayor Todd spoke to the Affordable Housing Plan. He outlined the accepted recommendations, the data in the Dillan Report included in the Plan, and the requirement for formal approval of the Plan from the United Counties of Leeds and Grenville, which would be brought to a future meeting of Council.

8. Consent Reports

Motion 272-2021: Shankar, Young

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

Carried

8.1 Information Package (under separate cover)

1. Planning Advisory Committee Meeting Minutes – September 15, 2021
2. Prescott Police Services Board Meeting Minutes – October 28, 2021
3. BIA Minutes – October 12, 2021
4. Leeds, Grenville & Lanark District Health Unit Weekly Zoom Call Notes – November 12, 2021, November 19, 2021 & November 26, 2021
5. Chatham-Kent resolution of support re: Homelessness Task Force
6. City of St. Catharines resolution of support re: National Childcare Program
7. City of Kitchener resolution of support re: AGCO Liquor Licence Sales and Patio Extensions
8. City of Kitchener resolution of support re: Denouncing Conversion Therapy
9. City of Kitchener resolution of support re: Fire Safety Measures
10. Lake of Bays resolution of support re: Federal and Provincial Funding of Rural Infrastructure Projects
11. Northumberland County resolution of support re: Federal and Provincial Funding of Rural Infrastructure Projects
12. Township of Wainfleet resolution of support re: Federal and Provincial Funding of Rural Infrastructure Projects
13. Town of Georgina resolution of support re: Lack of Recycling Options for Agricultural Bale Wrap and Twine and Boat Shrink Wrap
14. Township of Wellington North resolution of support re: AGCO Use of Lottery Funds by Charitable Organizations

Councillor Jansman spoke to Item #9 – City of Kitchener resolution of support re: Fire Safety Measures. Staff was directed to bring back a resolution of support regarding Fire Safety Measures.

9. Committee Reports

9.1 PAC Report - 16-2021 - Consent Application SEV 2021-02, 733 Royal Crescent

Motion 273-2021: Jansman, Shankar

That Council approve the proposed consent application SEV 2021-02 subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Town.
2. An acceptable reference plan or legal description of the severed lands and the deed or instrument conveying the severed lands demonstrating the new property lines for both properties shall be registered and submitted to the Town.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the correction to the lot line, the agreement of both parties involved.

Councillor Jansman stated that no concerns or issues were received.

9.2 PAC Report 17-2021 - Proposed Zoning By-Law Amendment - 392 Edward Street

Motion 274-2021: Jansman, Burton

That Council adopt a zoning by-law amendment under Section 34 of the *Planning Act* to remove the special exemption Core Commercial CC-1 on property 392 Edward Street to allow for all uses as noted in the Core Commercial (CC) zone in the Town of Prescott.

Carried

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

Discussion was held regarding affordable housing in town, the developer expressing no interest in changing the exterior of the property, and entrance to the building.

9.3 PAC Report 18-2021 - Site Plan Control Agreement - Blacks Creek Site Plan Control - Development Drive

Motion 275-2021: Young, Burton

That Council approve the proposed Site Plan application SPC 2021-03 subject to the following conditions:

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

Carried

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

Discussion was held regarding the job impact from the development and the purchase price of the property.

9.4 PSB Report - Pedestrian Crossing Evaluation

Motion 276-2021: Ostrander, Young

That Council direct staff to undertake a pedestrian crossing evaluation for the King Street and Edward Street crossings by a Transportation and Traffic Engineering Firm to develop recommendations on improvements.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the difference between crossovers and crosswalks, the past incidents that occurred at the crosswalks on Edward Street, and the Ministry of Transportation's Book 15.

Discussion was held regarding the importance of safety at the crosswalks and the need for more education on the use of crosswalks to pedestrians and vehicle operators.

10. Mayor

Mayor Todd spoke to his attendance at a recent meeting of the Housing Affordability Task Force held on November 14, a meeting of the Eastern Ontario Mayors Caucus held on November 18, a meeting of the Leeds, Grenville & Lanark Board of Health held on November 18, and weekly Health Unit Municipal Public Health Update.

He referenced his attendance at the Kinsmen Club Arts and Craft Show that took place on November 20, a Prescott Police Services Board meeting held on November 25, a recent meeting of the Joint Initiatives Task Force, and an upcoming Joint Council meeting to be held with the Township of Augusta in the new year.

Mayor Todd thanked the Prescott Fire Department for the parade that took place on December 3 and acknowledged Samantha Joudoin-Miller and Fraser Laschinger for their hard work on the soft opening of the Museum and Founders' Day celebration held on December 4.

11. Outside Boards, Committees and Commissions

Councillor Burton thanked staff for their work on the opening of the Museum. She thanked the Prescott Fire Department for their hard work on the parade and asked that residents remember to keep the temporary dog park clean. She spoke to the location and work on the outdoor rink in Sarah Spencer Park.

Councillor Jansman spoke to her attendance at the Fire Department parade, the Founders Day celebration, and Fire Department's Long Service Awards held on November 29.

Councillor McConnell spoke to his attendance at the Fire Department's Long Service Awards and the Museum opening held on December 4. He referenced the success of Walker House on a recent grant application and two upcoming bus trips. He mentioned upcoming St. Lawrence Shakespeare Festival Christmas Concert taking place on December 18, and the Prescott Curling Club's Learn to Curl program.

Councillor Ostrander spoke to the upcoming Showtime South Grenville program and his attendance at the Fire Department's Long Service Awards held on November 29.

Councillor Shankar spoke to his attendance at the Fire Department's Long Service Awards, the Fire Department's parade, the Heroes of COVID Community Awards held on December 2, and the soft opening of the Museum.

Councillor Young spoke to the coal patching being done by the Operations Department and his attendance at a recent St. Lawrence Lodge Committee of Management meeting.

12. Staff

12.1 Budget 2022 Presentation: Assumptions and Information

Matthew Armstrong, CAO/Treasurer, spoke to the PowerPoint Presentation. A copy of the presentation is held on file. He provided an overview of the 2022 Budget assumptions and information on revenues and expenses. He requested feedback from Council in regards to a tax range for staff to meet.

Discussion was held regarding the impacts of COVID over the last year, the increase in insurance costs and O.P.P costing.

Further discussion was held regarding a tax increase range between 2% to 3% including the 1% infrastructure tax increase.

12.2 Staff Report 117-2021 - COVID Vaccination Policy

Motion 277-2021: Shankar, Burton

That Council approved the Draft COVID-19 Vaccination Policy.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He stated that staff had reviewed policies from surrounding municipalities and that the province provides rapid antigen testing kits free of charge for municipalities.

Discussion was held regarding implementing a policy that was similar to other policies passed by neighbouring municipalities and the importance of keeping our community safe and healthy.

13. Resolutions – None

14. By-laws

14.1 Zoning By-law Amendment - 392 Edward Street

Motion 278-2021: Ostrander, Jansman

That By-Law 51-2021, being a by-law to amend By-Law No. 09-2009, being a by-law to regulate the use of land, buildings and structures within 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

Matthew Armstrong, CAO/Treasure, spoke to the amount remaining in the Community Grants allocation.

Discussion was held regarding the South Grenville Food Bank's presentation received under Item 4.1.

Motion 279-2021: Burton, Young

That Council approve a Community Grant for the South Grenville Food Bank in the amount of \$3,500.

Carried

Discussion was held regarding the Rural Fetal Alcohol Syndrome Support Network presentation received under Item 4.2.

Motion 280-2021: Jansman, Shankar

That Council approve a Community Grant for the Rural Fetal Alcohol Syndrome Network in the amount of \$1,000; and

That staff be directed to provide additional support in the form of a staff contact to the organization.

Carried

16. Notices of Motion

Councillor Young read the motion regarding a dedication plaque honouring Ms. Candice Alexander.

Motion 281-2021: McConnell, Ostrander

That the Rules of Procedure be suspended to allow for Council to consider the following motion regarding the dedication of the Rotary Pavilion to honour Candy Alexander.

Carried

Motion 282-2021: Young, Shankar

WHEREAS the Council of the Town of Prescott desires to honour Ms. Candice "Candy" Alexander for her contributions to the community; and

WHEREAS Candy Alexander has been an active member in our community through her involvement with the Royal Canadian Legion, Branch 97, the South

Grenville Food Bank, the Prescott Curling Club, many years of teaching, and the Prescott Rotary Club; and

WHEREAS Candy Alexander was an integral part of the fundraising and building of the Rotary Pavilion in Prescott, continued to sell fundraising bricks for the pavilion.

NOW THEREFORE be it resolved that the Corporation of the Town of Prescott enacts the following:

- That a dedication plaque be erected at the pavilion known as the “Rotary Pavilion” to honour Candy Alexander for her contribution to building this pavilion.

Carried

17. Mayor’s Proclamation – None

18. Closed Session – None

19. Rise and Report – None

20. Confirming By-Law – 52-2021

Motion 283-2021: Ostrander, Shankar

That By-Law 52-2021 being a by-law to confirm the proceedings of the Council meeting held on December 6, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

21. Adjournment

Motion 284-2021: Shankar, Burton

That the meeting be adjourned to Monday, December 13, 2021.
(Time: 8:36 p.m.)

Carried

Mayor

Clerk

December 10, 2021

Mayor and Council
Town of Prescott
360 Dibble Street, West
PRESCOTT, ON
K0E 1T0

Dear Mayor Todd and Members of Council

At the December 8th meeting of the Leeds and Grenville Joint Services Committee, the report of the Housing Affordability Task Force was adopted which included the Task Force's recommendation as follows:

***"THAT** the Housing Affordability Task Force recommends that the recommendations contained in Report HA-013-2021 – Housing Affordability Task Force - Summary Report and Recommendations, be implemented by the United Counties of Leeds and Grenville, City of Brockville, Town of Gananoque and Town of Prescott."*

A copy of this report is attached and within it, the final recommendations of the Task Force are outlined. Two short term recommendations requiring your Council's support which will encourage attainable housing opportunities, include the creation of an Attainable Housing Action Group and the hiring of an Attainable Housing Coordinator.

To implement the first recommendation, the identification of elected and non-elected persons for the positions on the Attainable Housing Action Group are requested. If your Council wishes to put names forward, a short bio would be required to help make selections based on the attached Terms of Reference

For the second recommendation, it is recommended a position be hired as a Counties' employee which is beyond the scope of the Joint Services Agreement. Although the financial impacts are unknown at this time, there would be a required financial contribution (formula to be determined) for costs associated with the position and its

activities. Your Council's approval of participation in the activities and cost to this position is required, even if in principle. Counties Council will be discussing this position as part of its 2022 Budget considerations and at that time a better understanding of the costs will be available.

Yours truly

A handwritten signature in black ink that reads "Lesley Todd".

Lesley Todd
Interim County Clerk and
Manager of Legislative Services

NOVEMBER 17, 2021

**HOUSING AFFORDABILITY TASK FORCE
REPORT**

REPORT NO. HA-013-2021

**HOUSING AFFORDABILITY TASK FORCE -
SUMMARY REPORT AND RECOMMENDATIONS**

**ALISON TUTAK
DIRECTOR, COMMUNITY AND
SOCIAL SERVICES**

RECOMMENDATIONS

THAT the Housing Affordability Task Force recommends that the recommendations contained in Report HA-013-2021 – Housing Affordability Task Force - Summary Report and Recommendations, be implemented by the Counties of Leeds and Grenville, City of Brockville, Town of Gananoque and Town of Prescott.

BACKGROUND

The purpose of the Housing Affordability Task Force (Task Force) was to strategically examine housing affordability throughout Leeds and Grenville and recommend prioritized solutions for increased affordable housing and other related and/or associated urban and rural housing solutions that may be implemented by both upper and lower-tier municipal government and community stakeholders.

Housing Affordability Task Force Members and Responsibilities

The Task Force was comprised of the members of the United Counties of Leeds and Grenville Joint Services Committee. Mayors of the ten member municipalities of Leeds and Grenville, as well as the Mayor of the City of Brockville, the Mayor of the Town of Gananoque and the Mayor of the Town of Prescott form the membership.

The initial work responsibilities (Scope of Work) of the Task Force were as follows:

- Review and analyze demographic and other determining statistics and trends related to housing affordability and needs in Leeds and Grenville.
- Identify current and projected needs in Leeds and Grenville.
- Identify constraints and opportunities in Leeds and Grenville.
- Research and document effective models and approaches (best practices) for housing affordability within different types of Ontario municipalities (upper, lower, or single-tier municipalities, as well as urban and rural municipalities).
- Research and document applicable senior government priorities, programs and funding potentially applicable to housing affordability in Leeds and Grenville.
- Identify potential public and private partners and partnership opportunities that may enhance housing affordability opportunities in Leeds and Grenville.
- Host delegations by housing stakeholders including but not limited to
 - senior government and their agencies (including the Canada Mortgage and Housing Corporation [CMHC], and the Ministry of Municipal Affairs and Housing [MMAH] - housing and land use planning)
 - best practice municipalities (upper, lower, and single-tier municipalities as well as urban and rural municipalities)
 - non-profit and private providers
 - three-P affordable developments
 - regional developers/builders
 - Habitat for Humanity
 - community organizations; and
 - emergency services
- Identify, document, and promote potential and prioritized options and solutions that may assist municipalities and or appropriate stakeholders to enhance housing opportunities in Leeds and Grenville.

Local Priorities

During the September 2020 Task Force meeting, members identified priorities for each of their individual municipalities. A summary of these priorities can be found in Attachment 1 - Local Municipal Priorities.

Consultative Process

Between August 2020 and September 2021, the Task Force held 13 meetings to examine and discuss housing affordability and issues surrounding homelessness within Leeds and Grenville. This consultative approach included a number of housing stakeholders who presented multifaceted ideas, experiences, and proposed solutions to the current housing situation. Representatives from the CMHC and the MMAH, along with representatives from various community partners, participated in this consultative process. A full list of speakers can be found in Attachment 2 - Community Partner Presentations.

Staff Reports

The following staff reports were presented to the Task Force during the period of August 2020 to September 2021:

Report Number	Report Title
HA-001-2021	Homeownership Program Purchase Price and Asset Limit
HA-002-2021	Asset Limit Policy
HA-003-2021	Request for Proposal – Development to Analyze Affordable Housing in Leeds and Grenville
HA-004-2021	Funding from the Ministry of Municipal Affairs and Housing: Social Services Relief Fund Phase 2 Holdback
HA-005-2021	General Updates on Projects
HA-006-2021	Summary of Municipal Planning Staff Consultation
HA-007-2021	Social Services Relief Fund – Housing Support Team
HA-008-2021	Request for Proposal (RFP-2021-02) – Analysis of Housing Affordability Needs in Leeds and Grenville – Update
HA-009-2021	Official Plan and Zoning By-law Considerations for Additional Residential Units
HA-010-2021	Update on Identifying Surplus Properties
HA-011-2021	Marco Polo 100 Digital Build Challenge – Gananoque
HA-012-2021	Housing Programs Update

Third-Party Reports

A Request for Proposal (RFP) was issued in March 2021 with the purpose of procuring consultant services. As per the RFP, the consultant was requested to:

- Review and analyze demographic and other determining statistics and trends related to housing affordability and needs in Leeds and Grenville.
- Identify current and projected needs in Leeds and Grenville.
- Identify constraints and opportunities in Leeds and Grenville.
- Define what constitutes affordable housing for rental and purchase in each municipality, and across Leeds and Grenville overall.
- Identify the proportion of affordable housing available, and define future targets.
- Review social economic and census data to determine where in Leeds and Grenville the Housing should be.

Through the RFP selection process, Dillon Consulting was chosen for an Affordable Housing Needs and Demand Study. This study produced two reports:

1. United Counties of Leeds and Grenville Housing Affordability Discussion Paper, Technical Brief. August 2021-21-1772.
2. The United Counties of Leeds and Grenville Housing Affordability Plan. August 2021-21-1772.

Staff comments regarding Dillon Consulting's recommendations can be found in Attachment 3 - Dillon Consulting Recommendations: Staff Comments.

Main Themes

Task Force members discussed a wide variety of ideas and topics during the period of August 2020 to September 2021. The central themes that emerged during these discussions were as follows:

- The requirement for a common definition of "affordable" and determining what constitutes an affordable price for purchase and rental within each municipality.
- The need for more housing options, with a focus on housing that is affordable and attainable for individuals at all stages of life.
- The importance of taking a multi-faceted approach to housing affordability, which may include community housing.

- The importance of developing working relationships with local developers and of having a set of tools to better incentivize developers.
- The desire for a collaborative approach amongst municipalities with consistent messaging and common approaches to housing solutions.

Actioned Items

During the period of August 2020 to September 2021, the Task Force carried the following key resolutions (list is not inclusive):

	Number	Resolution
1	HA-005-2020	THAT the Housing Working Group recommends to the Joint Services Committee of Leeds and Grenville the adoption of the Terms of Reference for the Housing Affordability Task Force.
2	JSC-003-2021	THAT the Housing Affordability Task Force recommends to the Leeds and Grenville Joint Services Committee the following changes in the Homeownership Program: Home purchase price: \$280,000.00. Asset limit for applicants: \$50,000.00.
3	JSC-004-2021	THAT the original motion be amended to set a household limit to \$35,000.00.
4	JSC-005-2021	THAT the Housing Affordability Task Force recommends to the Leeds and Grenville Joint Services Committee that an asset limit for the purposes of determining eligibility for rent-geared-to-income or affordable housing, be established as follows: \$35,000 per household.
5	HA-006-2021	THAT the Housing Affordability Task Force recommends to the Leeds and Grenville Joint Services Committee that a Request for Proposal be developed and issued to request services to analyze the current state of affordable housing in Leeds and Grenville, and to provide strategic recommendations to address gaps.
6	HA-009-2021	THAT the Housing Affordability Task Force recommends that the motion related to 256 Victor Road, Prescott be reconsidered at a Joint Services Committee meeting.

7	HA-016-2021	<p>THAT the Counties and local municipalities be requested to identify potential surplus properties that may be made available to address the housing affordability crisis and;</p> <p>THAT the Chair of the Housing Affordability Task Force work with Counties staff to request the federal and provincial government; and</p> <p>THAT area school boards also be requested to identify surplus lands; and</p> <p>THAT Counties' and local planning staff review and share best language for local Official Plans and Zoning By-laws on the issue of secondary dwelling units.</p>
8	HA-023-2021	<p>THAT the Housing Affordability Task Force encourage local municipalities to update local planning policies to support affordable housing development; and</p> <p>THAT Report No. HA-009-2021: Official Plan and Zoning By-law Considerations for Additional Residential Units be shared with all local municipalities.</p>

The Task Force can choose to proceed with all of the above-noted recommendations and/or consider each one separately.

DISCUSSION

Considering the work of the Task Force over the past year, the following are some recommendations moving forward:

Staff Recommendations to Encourage Attainable Housing Opportunities

After review of the Task Force meetings, staff and third-party reports, and community partner presentations, staff make the following strategic recommendations for short-term and long-term actions to address housing affordability within Leeds and Grenville:

Short-Term Recommendations – Within One Year

- 1. Separate actionable items into two categories - affordable housing and attainable housing.**

- a) **Affordable housing** is supported by direct public financing through ownership of capital assets, direct operating subsidies, or funding or income supplements to residents. Affordable Housing will be supported through existing organizational structures established within the United Counties of Leeds and Grenville (Counties) as the Consolidated Municipal Service Provider (CMSM) and those partner organizations that the Counties currently works with to provide adequate supply or subsidize resident expenditures on housing that are at a level below market value. This ongoing work is done within the Counties' Housing Department.
 - b) Attainable housing is used to describe the ability of households to enter and graduate to higher levels in the housing market.
 - c) Developing housing that is attainable is focused upon increasing residential units that are constructed in a manner to ensure they are affordable to persons or families with annual income of up to \$75,000. Attainable housing supports are activities geared toward economic development initiatives, planning systems or programs meant to influence development patterns to increase the supply of homes or manage the cost of homes or market rental rates.
2. **Create an Attainable Housing Action Group** based on the attached Terms of Reference (Attachment 4 - Attainable Housing Action Group – Terms of Reference).
 3. **Create an Attainable Housing Coordinator position** (Dillon recommendation 9).

Develop local infrastructure and organizational structures and processes to increase housing units that are affordable.

- a) This position would be developed to support the development and creation of housing that is affordable and attainable. This would include, but not be limited to, working with local planners, Economic Development staff and the Counties' Housing Department. The position would work with a broad cross section of stakeholders such as developers, landlords, funding programs, etc., and would directly report to the Chief Administrative Officer.
- b) This position would be included in the 2022 Budget for the Counties and participating separated municipalities.
- c) The Coordinator would have four main objectives for 2022:
 - Identify local champions to fill the membership positions on the Attainable Housing Action Group and begin supporting the implementation of the Terms of Reference.

- Create an immediate action plan to promote the secondary suites program and advocate for planning reform and development application process review to assist land owners and developers to add new units into the marketplace.
- Seek opportunities for the creation/development of additional housing units in Leeds and Grenville that are attainable.
- Build necessary partnerships and identify and assist the private and not for profit sector to access grants.
- Development of recommendations for consideration and regular reporting to Committee of the Whole and separated councils
- Create a longer range work plan to develop actionable items identified as part of the additional recommendations as identified below.

4. Develop and implement a secondary suites program (separate report).

Additional Recommendations – Within Two Years

1. The Attainable Housing Coordinator in consultation with the Attainable Housing Action Group will:
 - Develop resources (e.g. website, information packets, etc.) to support the education of developers on provincial and federal-sourced funding opportunities for affordable housing creation, maintenance and retrofitting (Dillon recommendation 6).
 - Consider a request to the MMAH to be a “prescribed” upper-tier municipality under O. Reg 221/07. Create a Counties’-level Community Improvement Plan (CIP) to enable the provision of financial incentives (e.g. property tax breaks, tax credits, cash-in-lieu contributions), in addition to the waiving of municipal fees, to eligible applicants who want to build and/or supply affordable housing (Dillion Recommendation 7).
 - Develop outcome-based performance indicators for affordable housing, reflective of the urban-versus-rural setting, that link to those set-in strategies of upper levels of government (e.g. Long-Term Affordable Housing Strategy by the MMAH). Compare the data against these indicators to evaluate progress made towards achieving affordable housing objectives at the county, separated and lower-tier municipal level (Dillon recommendation 10).
 - Partner with the member and partner municipalities to have an ongoing dialogue on attainable housing, and work collaboratively towards local initiatives and treat the Counties’ Official Plan as one of the key mechanisms

for this collaboration (Dillon recommendation 11). This could in part be achieved through hosting a “Housing Summit”.

2. Acquire land to build affordable rental housing that would be managed by the Counties, primarily through purchasing land. Donation of lands could also support land acquisition (Dillon recommendation 1).
3. Partner with a non-profit housing provider to identify suitable lands for affordable rental housing, or establish a local community land trust to begin a similar process (Dillon recommendation 2).
4. Consider the purchase of multi-unit buildings on the market that could be procured to retain existing rental housing stock, which may be managed by a community land trust to ensure that they remain attainable (Dillon recommendation 4).

Conclusion

Over the past year, the Task Force has responded to pressing housing needs within Leeds and Grenville. The Task Force has consulted with housing stakeholders and analyzed local housing data to seek viable, evidence-based, solutions. A number of initiatives have started because of this work however housing affordability is an intricate issue that requires a multi-faceted approach. Incorporation of key recommendations will set next steps for housing affordability in Leeds and Grenville, while ongoing review of priorities will be required to support evolving community needs. A solution to creating new housing units that are attainable within the marketplace will require leadership from the Counties to develop multi-sectorial partnerships and work plans. A position dedicated to championing solutions and advocating for landowners, developers and people seeking accommodation that is attainable and affordable, will ensure action plan results in successful outcomes.

FINANCIAL IMPLICATIONS

The cost to hire a Coordinator position would impact the 2022 Budget and the total cost would need to be finalized depending on the number of communities electing to participate in this initiative.

ATTACHMENTS

Attachment 1 – Local Municipal Partners – Summary of Presentations

Attachment 2 – Community Partner Presentations

Attachment 3 – Dillon Consulting Recommendations: Staff Comments

Attachment 4 – Attainable Housing Action Group – Terms of Reference

ALISON TUTAK
DIRECTOR OF COMMUNITY AND SOCIAL SERVICES

DATE

RAYMOND CALLERY
CHIEF ADMINISTRATIVE OFFICER

DATE

Local Municipal Partners – Summary of Priorities

Municipality	Local Priorities
Township of Athens	<ul style="list-style-type: none"> • Affordable housing needed – Valleyview Court consistently at capacity. • Better knowledge of what is currently available for funding and support (e.g. programs currently offered by governments).
Township of Augusta	<ul style="list-style-type: none"> • Potential for residential, commercial and industrial growth. • Regional approach is required in initiatives. • Looking at opportunities for partnerships. • Waste water systems should be explored. • Transit is an issue in the area.
City of Brockville	<ul style="list-style-type: none"> • Housing stock is priority and the shortage of available homes. • Affordable housing comes from availability of homes. • Interested in density and increasing population per kilometre. • Interested in creating similar planning rules and incentives so that development is not pushed out of the area. • Looking to develop partnerships to acquire more land.
Township of Edwardsburgh Cardinal	<ul style="list-style-type: none"> • Contractors needed to work at the lower end of the market to create houses that are affordable. • Interested in rejuvenating old style housing (similar to university neighbourhoods). • Raise the issue of absentee landlords. • Difficult to find builders to build in Township subdivisions. • Important that plans be in place for the future so that they are ready when developers move out of Ottawa to other regions. • Interested in also looking at social housing; subsidizing similar to what was done at Wall Street Village.
Township of Elizabethtown-Kitley	<ul style="list-style-type: none"> • Noted modular waste systems may unlock some of the rural potential. • There are hidden soft costs regarding homelessness and shelters (e.g. policing); need to share these soft costs. • Provincial Policy Statement and Official Plan may limit municipalities from certain activities; flexibility is required. • Transit is an issue and may unlock solutions.

Municipality	Local Priorities
Township of Front of Yonge	<ul style="list-style-type: none"> • Working on partnerships is important; example of a septic issue with developer resulted in developer going elsewhere. • Affordable housing needed in the area. • Portable housing is a key to housing solutions. • Seniors are looking for affordable homes.
Town of Gananoque	<ul style="list-style-type: none"> • Interested in consistency across Leeds and Grenville with respect to incentives and how they forward with initiatives like secondary suites, tiny homes, etc. • Interested in providing social housing for seniors; this will open up housing for others, allowing families to move in. • Interested in high-density development.
Township of Leeds and Thousand Islands	<ul style="list-style-type: none"> • Identifying lots for higher density housing. • New zoning by-laws. • Interest to involve the Counties in a manner that can speed up the process for builders. • What are the things we are doing not so well? • Need more affordable and RGI housing.
Village of Merrickville-Wolford	<ul style="list-style-type: none"> • Concern regarding capacity of services and what is done when the municipality approaches capacity. • Addition of septic and wells add to the overall cost of the home. This can take an affordable home and make it unaffordable. • Aging in place is an issue as the private sector not building this type of housing. • Affordable and manageable housing is a priority.
Municipality of North Grenville	<ul style="list-style-type: none"> • Concern that inflationary housing prices are shifting what affordability looks like. • Interested in having a zoning framework to apply. • Interested in a collective approach by looking at common interests.
Town of Prescott	<ul style="list-style-type: none"> • Interested in examining the reallocation of housing, including where people can live in order to access services. • Locating supportive services with social housing. • Transportation is a challenge. • Examining rental subsidy versus ownership. • Important to have a mixed use of commercial housing and private housing.

Municipality	Local Priorities
Town of Prescott – Cont'd	<ul style="list-style-type: none"> • Interested in looking at public/private partnerships where properties revert to private ownership at end of lease. • Partnerships are key.
Township of Rideau Lakes	<ul style="list-style-type: none"> • Village vitality key. • High demand for senior housing. • Senior housing required in Delta and Newboro. • Affordable housing options for families, seniors, low-income individuals that want to stay in the hamlets/villages they are in. • Energy efficiency with housing initiatives. • Rehabilitation of older homes into multiple units. • Locating additional trailer parks in rural areas.
Village of Westport	<ul style="list-style-type: none"> • Attraction of younger families. • Affordable housing for families with children. • Assistance to seniors. • Stakeholders should include churches.

Community Partner Presentations

Meeting	Presentations/Reports	
Aug. 26, 2020	Carl Cannon, Co-Chair, Mayor's Affordable Housing Task Force, Municipality of North Grenville	
Sept. 23, 2020	Cherie Mills, Manager, Planning Department, UCLG	
Oct. 21, 2020	Jamie Shipley, Outreach Specialist, Partnerships and Promotions, Canada Mortgage and Housing Corporation	
	Jim Adams, Director, Housing Program Branch, Ministry of Municipal Affairs and Housing	
	Alison Tutak, Director, Community and Social Services	How Counties Staff Interacts with CMHC and MMAH.
Nov. 18, 2020	<ul style="list-style-type: none"> • Lynda Garrah, Vice-Chair, Gananoque Housing Incorporation • Community and Social Services 	<ul style="list-style-type: none"> • Non-profit housing. • Non-profit/cooperative housing providers in Leeds and Grenville.
Dec. 16, 2020	Alison Tutak, Director, Community and Social Services	Memos/Social Housing Waitlist and Homeownership Program.
Jan. 20, 2021	Alison Tutak, Director, Community and Social Services	<ul style="list-style-type: none"> • Report HA-001-2021 - Homeownership Program Purchase Price and Asset Limit. • Report HA-002-2021 - Asset Limit Policy. • Report HA-003-2021 - Request for Proposal – Development to Analyze Affordable Housing in Leeds and Grenville. • Report HA-004-2021 - Funding from the Ministry of Municipal Affairs and Housing: Social Services Relief Fund Phase 2 Holdback.
Feb. 24, 2021	<ul style="list-style-type: none"> • Judy Lightbound, Managing Director, Housing Services Corporation Business Solutions • Alison Tutak, Director, Community and Social Services 	<ul style="list-style-type: none"> • Overview of services. • Report HA-005-2021 - General Updates on Projects.

Meeting	Presentations/Reports	
March 24, 2021	<ul style="list-style-type: none"> • Leigh Bursey, National Alliance to End Rural and Remote Homelessness and the Tiny Home Alliance Canada • Sonya Jodoin, Victim Services of Leeds and Grenville • Robyn Holmes, Connect Youth • Calvin Wong and Erin Wong, the Salvation Army Kemptville 	<ul style="list-style-type: none"> • Homelessness in Leeds and Grenville. • Homelessness in Leeds and Grenville. • Youth Homelessness Findings. • Overview of services.
Apr. 21, 2021	<ul style="list-style-type: none"> • Cherie Mills, Manager, Planning Services • Alison Tutak, Director, Community and Social Services • Alison Tutak, Director, Community and Social Services • Alison Tutak, Director of Community and Social Services 	<ul style="list-style-type: none"> • Report HA-006-2021 - Summary of Municipal Planning Staff Consultation. • Report HA-007-2021 - Social Services Relief Fund – Housing Support Team. • Report HA-008-2021 - Request for Proposal (RFP-2021-02) – Analysis of Housing Affordability Needs in Leeds and Grenville – Update. • For Information – Increasing Affordable Housing Supply in Ontario: Leading Practices of Non-Profit Housing Sector (presentation slides).
May 19, 2021	<ul style="list-style-type: none"> • Monica Belliveau, Project Manager, Dillon Consulting Ltd. • Scott Tylor, Senior Planner County of Grey 	<ul style="list-style-type: none"> • Introduction and Scope of Project. • Affordable and Attainable Housing Strategies in Grey County.
June 23, 2021	<ul style="list-style-type: none"> • Arfona Zwiers, Director of Social Housing, County of Simcoe 	<ul style="list-style-type: none"> • Affordable Housing and Homelessness Prevention.

Meeting	Presentations/Reports	
June 23, 2021 – Cont'd	<ul style="list-style-type: none"> • Cherie Mills, Manager, Planning Services • Alison Tutak, Director, Community and Social Services 	<ul style="list-style-type: none"> • Report HA-009-2021 - Official Plan and Zoning By-law Considerations for Additional Residential Units. • Report HA-010-2021 - Update on Identifying Surplus Properties.
July 21, 2021	<ul style="list-style-type: none"> • Patricia Kyle, Chief Executive Officer, Lanark, Leeds and Grenville Addictions and Mental Health • Monica Belliveau, Project Manager, Dillon Consulting Ltd; Amy Greenberg, Planner, Dillon Consulting Ltd; Irene Pereira, Housing Specialist, Dillon Consulting Ltd. 	<ul style="list-style-type: none"> • Overview of Services. • Draft Affordability Plan.
Sept. 24, 2021	Alison Tutak, Director, Community and Social Services	<ul style="list-style-type: none"> • Report HA-011-2021 - Marco Polo 100 Digital Build Challenge – Gananoque. • Report HA-012-2021 - Updates

Dillon Consulting Recommendations: Staff Comments

Recommendation 1	Acquire land to build affordable rental housing that would be managed by the Counties, primarily through purchasing land; however, donation of lands from municipalities and the public could also support land acquisition.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- Cost to purchase land.
- Cost of construction.
- Ongoing costs of operations, staffing and contribution to capital reserve.
- Could have a mix of market/commercial and affordable rents to cover operational costs.
- Affordable units do not count towards service level standards.
- Ability to target new property where there is the greatest need in terms of location and unit size.
- Direct control will ensure affordability remains in effect indefinitely.

Recommendation 2	Partner with a non-profit housing provider to identify suitable lands for affordable rental housing, or establish a local community land trust to begin a similar process.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- If the non-profit providers were to operate solely on rents, the only ongoing cost for the United Counties of Leeds and Grenville (Counties) would be a rent subsidy.
- Direct ongoing costs of operations, staffing and contribution to capital reserve not the responsibility of the Counties.
- Could have a mix of market/commercial and affordable rents to cover operational costs.
- Affordable units do not count towards service level standards.

- Ability to target new property where there is the greatest need in terms of location and unit size.

Recommendation 3	Identify underutilized properties that could be converted to provide affordable housing units.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- Cost to purchase.
- Cost of construction.
- Ongoing cost of operations, staffing and contribution to capital reserve.
- Affordable units do not count towards service level standards.
- Ability to target new property where there is the greatest need in terms of location and unit size.
- Direct control will ensure affordability remains in effect indefinitely.

Recommendation 4	Consider the purchase of multi-unit buildings on the market that could be procured to retain existing rental housing stock, which may be managed by a community land trust to ensure that they remain affordable.							
Key Issues Addressed	1	-	2	✓	3	✓	4	✓

Considerations:

- Inherit existing building and tenant issues.
- Does not increase the number of units in an area.
- Does not address those areas that do not have existing rental housing.
- Cost to purchase.
- Ongoing costs of operations, staffing and contribution to capital reserve.

Recommendation 5 & 5A	<p>Create a revolving Affordable Housing program fund, via a housing levy to generate funds within the counties, to support various housing initiatives.</p> <p>(A) The funds could specifically be used towards the expansion of the counties current Housing Allowance Program.</p>							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- Will create a budget increase annually.
- Clear and distinct criteria will need to be created for use of funding.

Recommendation 6	<p>Educate developers on provincial and federal sourced funding opportunities for affordable housing creation, maintenance, and retrofitting.</p>							
Key Issues Addressed	1	-	2	✓	3	✓	4	✓

Considerations:

- Without confirmed reliable sources of funding at the provincial and federal levels there would not be much information to provide.
- Developers often find the funding agreements and time frames for required participation restrictive.

Recommendation 7	Submit a request to the M.M.A.H. to be a “prescribed” upper-tier municipality under O. Reg. 221/07. Create a Counties-level Community Improvement Plan (C.I.P.) to enable the provision of financial incentives (e.g., property tax breaks, tax credits, cash-in-lieu contributions), in addition to the waiving of municipal fees, to eligible applicants who want to build and/or supply affordable housing.							
Key Issues Addressed	1	✓	2	-	3	✓	4	✓

Considerations:

- Being a “prescribed” municipality will enable the Counties to prepare a Counties-CIP, when the Counties decides to proceed with one.
- Process to change the Ontario Regulation would be similar to that undertaken when the Counties requested delegated Counties’ Official Plan amendment approval. Planning staff would initiate a discussion with the Ministry of Municipal Affairs and Housing (MMAH) and prepare a report to Counties Council to support the request.
- In creating a future CIP, the Counties would need to define what it wants to achieve and how to get there (e.g. programs and financial incentives).
- Potential cost to prepare the plan in staff time or by consultants.

Recommendation 8	Amend the Counties Official Plan to state that the Counties, local municipalities, and partners will promote, pursue, and incentivize public-private partnerships to build affordable housing.							
Key Issues Addressed	1	-	2	✓	3	✓	4	✓

Considerations:

- A Counties’ Official Plan amendment is a prescribed Planning Act process (steps and timelines) and is open to appeal to the Ontario Land Tribunal (former OMB).
- Counties’ Official Plan amendments require consultation with local municipalities and agencies.
- Potential cost to prepare the amendment in staff time or by consultants.

- Potential cost for advertising of public meeting.
- Will lead to future amendments to local official plans.

Recommendation 9	Create an Affordable Housing Coordinator position who would be responsible for all Counties-led actions in this strategy, as well as any other actions taken towards progressing affordable housing initiatives.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- Dedicated staff would ensure a continued focus on the priority of creating new housing options and solutions.
- Ability to review, analyze, and maintain demographic and other determining statistics and trends related to housing affordability and needs in Leeds and Grenville.
- Focus on research and ability to document applicable senior government priorities, programs and funding applicable to housing affordability in Leeds and Grenville, or new housing models.
- Cost of wages and benefits.

Recommendation 10	Develop outcome-based performance indicators for affordable housing, reflective of the urban versus rural setting, that link to those set in strategies of upper levels of government (e.g., Long-Term Affordable Housing Strategy by the Ministry of Municipal Affairs and Housing). With the release of new Census data every five years, compare the data against these indicators to evaluate progress made towards achieving affordable housing objectives at the Counties and lower-tier municipalities levels.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- Performance indicators will ensure accountability to the commitment of increasing affordable housing.
- Will assist in prioritizing limited housing development funds to projects that match housing needs based on current data.
- A dedicated Affordable Housing Coordinator would ensure consistency in monitoring performance indicators.

Recommendation 11	Partner with the member and partner municipalities to have an ongoing dialogue on affordable housing and work collaboratively towards local affordable housing initiatives, and treat the Counties Official Plan as one of the key mechanisms for this collaboration.							
Key Issues Addressed	1	✓	2	✓	3	✓	4	✓

Considerations:

- There are planning group meetings held twice a year which include those staff who do planning across Leeds and Grenville (including the separated municipalities) and conservation authority representatives. This also includes other Counties' staff (i.e. Housing) as needed. This group could be utilized as a forum to discuss and collaborate on local affordable housing initiatives.
- Alternatively, a new group comprised of Planning Department staff and Housing Department representatives could be created. This group should have a formal terms of reference to set out its purpose, number of meetings, membership and expected duties/scope.
- The dedicated Affordable Housing Coordinator could support this new group.

Staff Questions for Task Force Members:

- Do you want to exceed the current service level standards for RGI units or increase the current number of affordable units?
- Do you want to set goals for the creation of housing units?
- Do you want the Joint Services Committee to fund the housing units?
- How do you want to fund the units; annual amount on housing budget, levy?
- How much do you want to fund?

- Do you want to focus on bricks and mortar buildings, housing allowances, or both?
- Where do you want the units located?
- What is the mandate (will impact size)?
- What size of units will be prioritized?

Attainable Housing Action Group

Terms of Reference (Draft)

Purpose

The purpose of the Attainable Housing Action Group is to strategically examine how we create inclusive communities as to enable those that want to live in Leeds and Grenville to live in Leeds and Grenville. The group will examine and identify solutions to urban and rural attainable housing needs for implementation and consideration by municipal government and other stakeholders.

Membership

Core membership with voting privileges

- Elected Officials (three) – Two elected officials and the Warden
- Members of the public (up to two and by request of the group based on expertise required)
- Developer/builder (up to two)
- Non-profit housing (up to one)

Staff support without voting privileges

- Economic development (up to two)
- Attainable Housing Coordinator (one)
- Counties' Housing Department Manager (one - available upon request of the Chair)
- Municipal planning (up to three - representation for urban and rural)

Terms of Membership

- Core members are appointed for a two-year term.
- Membership is assigned to the individual versus an organization - substitutes are not allowed.
- Meetings will be scheduled every two months.
- Members can be added upon full consensus and agreement of the Attainable Housing Action Group.
- Chairperson (elected voting member)

Definition of Attainable Housing and Affordable Housing

Attainable Housing

The term attainable housing is used to describe the ability of households to enter and graduate to successively higher levels of the local housing market. Implicit in this usage of attainability is the idea that a range of housing options (e.g. type, size, tenure, cost) exists in the local market. Households at various income levels can find and secure (attain) suitable housing and can ultimately advance to a different level.

Affordable Housing - In the case of **ownership housing**, the least expensive of:

1. housing for which the purchase price results in annual accommodation costs which do not exceed 30% of gross annual household income for low and moderate income households; or
2. housing for which the purchase price is at least 10% below the average purchase price of a resale unit in the regional market area

In the case of **rental housing**, the least expensive of:

1. a unit for which the rent does not exceed 30% of gross annual household income for low and moderate income households; or
2. a unit for which the rent is at or below the average market rent of a unit in the regional market area.
3. To focus on the "blue section" of the housing continuum: Affordable Rental and Affordable Home Ownership.

THE HOUSING CONTINUUM



Work Responsibilities/Scope of Work

1. Review and analyze demographic and other determining statistics and trends related to attainable and affordable housing needs in Leeds and Grenville.

2. Identify current and projected needs in Leeds and Grenville.
3. Identify constraints and opportunities in Leeds and Grenville.
4. Research and document effective models and approaches (best practices) for attainable housing within different types of Ontario municipalities (i.e. upper, lower, or single-tier municipalities, as well as urban and rural municipalities).
5. Research and document applicable senior government priorities, programs and funding potentially applicable to attainable housing in Leeds and Grenville.
6. Identify potential public and private partners and partnership opportunities that may enhance housing opportunities in Leeds and Grenville.
7. Host delegations by housing stakeholders including but not limited to
 - senior government and their agencies (including the Canada Mortgage Housing Corporation [CMHC], Ministry of Municipal Affairs and Housing [MMAH] - housing and land use planning);
 - best practice municipalities (i.e. upper, lower and single-tier municipalities, as well as urban and rural municipalities);
 - non-profit and private providers;
 - three-P affordable developments; and
 - regional developers/builders
8. Identify, document and promote potential and prioritized options and solutions that may assist municipalities and/or appropriate stakeholders to enhance housing opportunities in Leeds and Grenville.
9. Responsibility of core members to bring back information or recommendations to the Leeds and Grenville Joint Services Committee.

Staff Support

- Administrative staff support will be provided by the United Counties of Leeds and Grenville.
- Other staff or external technical resources or content experts may be provided as appropriate.

Meetings

Generally, meetings will be held once every two months. Additional meetings may be held at the call of the Chair.

Timeline

The Attainable Housing Action Group will have its first meeting in January 2022.



Augusta / Prescott Joint Initiatives Task Force
Meeting Notes
November 26th 2021
Township of Augusta Council Chambers

Attendees:

Township of Augusta – Mayor Doug Malanka
Deputy Mayor Jeff Shaver
Steve McDonald, CAO

Town of Prescott - Mayor Brett Todd
Councillor Gauri Shankar
Matthew Armstrong, CAO

- Mayor Malanka provided opening remarks and advised of recent staffing transitions in Augusta.
- The scheduling of 2022 events was discussed noting that sharing a calendar of events would insure no conflicts with tourism events or recreation activities. This would also allow for the opportunity to partner.
- Potential 2022 joint purchasing opportunities were discussed noting that volume discounts may be available on certain items.
- The success of shared services, specifically street sweeping and grading was noted.
- Finance areas of common interest include review of policies, RFP's for audit and banking services. The use of banking tools to facilitate finance operations was also noted.
- The status of the Joint Economic Development Action Plan was discussed. It was suggested that each municipality receive/table the draft report in December in order to allow each Council to review the report over the holidays and tentatively schedule a joint presentation in January, 2022.
- Prescott provided an update on the Arena / Rec Complex
- The Fire Department Agreement between the municipalities was discussed noting that the CAO's are close to having it finalized.
- The path forward/mandate for the Task Force was discussed. It was the consensus that regular meetings continue in order to facilitate joint opportunities between the two municipalities.
- The CAO's will discuss possible mandates for the Task Force.

		Date Req'd
Information Purposes	X	Dec. 13 '21
Policy / Action Req'd		
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 118-2021

Date: December 13, 2021

From: Dana Valentyne, Economic Development Officer

RE: Prescott-Augusta Economic Development Strategy & Land Needs Analysis Study

Recommendation:

For information.

Background/Analysis:

In February of 2021, the Town issued a Request for Proposals (RFP) to commission the development of two distinct five-year Economic Development Strategies, a joint Economic Development Action Plan, and a joint Land Development/Needs Analysis. The project methodology proceeded in four phases, including initiation, research and analysis, engagement, and development and reporting of strategic objectives and action plans. The project received funding support through the Municipal Modernization Grant, received from the Province of Ontario in 2019. In April of 2021, MBD Insight was selected as the primary consultant supported by subconsultants from EVB Engineering, Fotenn Planning and Design, and FBM.

The goal of these studies is to strengthen the economic base of the region and to contribute to sustainable economic prosperity for all while retaining youth and attracting new talent. These strategies will also set the future direction for economic development to increase opportunities for growth of existing businesses, establishment of new firms, increased employment opportunities and development/growth of new sectors combined with workforce renewal and upskilling.

The Provincial Policy Statement (PPS) establishes the requirement for municipalities to provide for an appropriate mix and range of employment to meet the long-term needs of both municipalities. To meet this requirement, both municipalities must ensure an adequate supply of land and/or favourable zoning and servicing to intensify existing lands suitable for employment uses. To support this policy, the partner municipalities requested a land development/needs assessment as part of this project. The full report is provided under separate cover.

Significant work was carried out by the consulting team over the past several months including stakeholder and public consultations, environmental scan and review of



		Date Req'd
Information Purposes	X	Dec. 13 '21
Policy / Action Req'd		
Strategic Plan		

supporting reports/studies, municipal infrastructure, and market research data. The resulting Economic Development Strategies and Land Needs Analysis Study identify a number of recommendations and supporting actions for consideration and implementation.

The key deliverables of the project are:

- Two Distinct 5-year Economic Development Strategies – one for the Town of Prescott and Township of Augusta
- Joint Economic Development Action Plan highlighting common priorities across Township of Augusta and the Town of Prescott
- Land Development/Needs Analysis to identify a preferred servicing model and provide for municipal infrastructure/servicing requirements

The purpose of this report is to provide members of Council with copies of the documents forming part of the Augusta and Prescott Land Needs and Economic Development Project for their review. The Prescott Economic Development Strategy will be formally presented to Council on January 4, 2022.

Alternatives:

None

Financial/Policy Implications:

The cost of the studies has been shared equally between the Township of Augusta and the Town of Prescott. The Municipal Modernization Grant received in 2019 was used to fund the studies.

Revisions to existing policies and/or approval of new policies may be required as a result of the implementation of recommendations and/or actions noted in the studies. New or revised policies will be brought forward on a project-by-project basis where required.

Environmental Implications:

None



		Date Req'd
Information Purposes	X	Dec. 13 '21
Policy / Action Req'd		
Strategic Plan		

Attachments:

Under separate cover:

- Town of Prescott Economic Development Strategy
- Prescott/Augusta Joint Economic Development Action Plan
- Prescott/Augusta Joint Land Development/Needs Analysis
- Joint Technical Report

Submitted by:

Dana Valentyne
Economic Development Officer

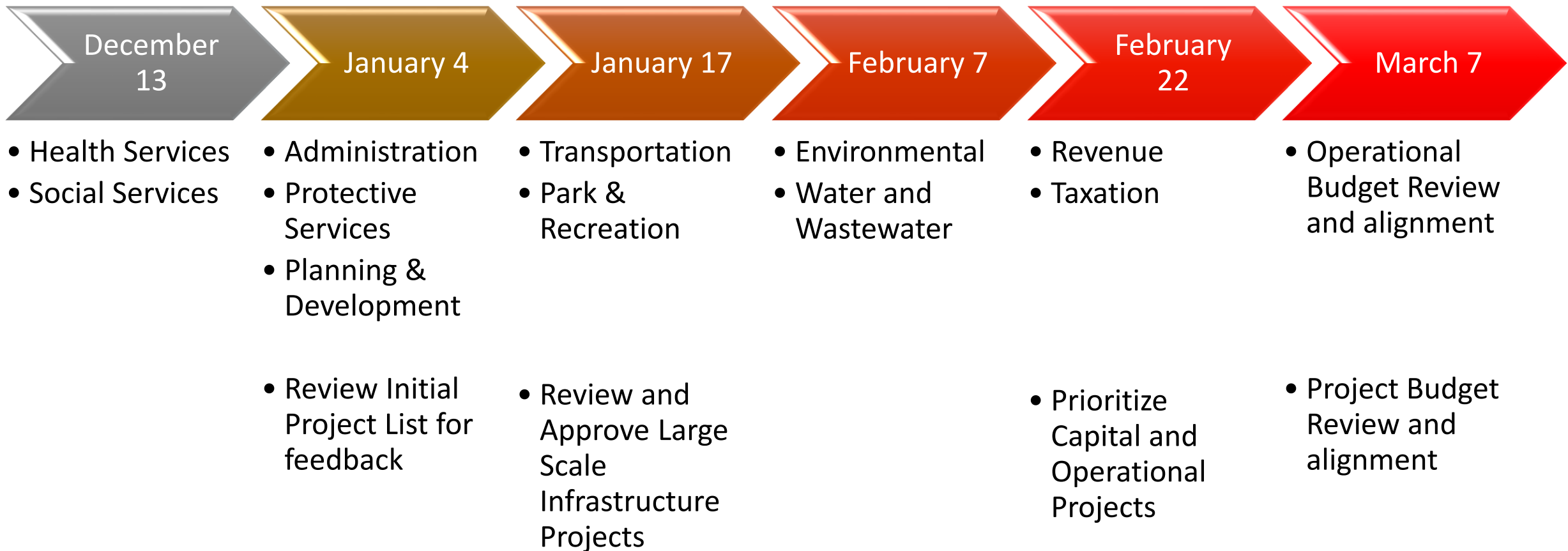
2022 Operating Budget – December 13, 2021



Topics

- Budget Timelines
- Health Services
- Social Services

Budget Timeline



Health Services

- Medical Centre
- Leeds, Grenville and Lanark District Health Unit
- Paramedic Services
- Cemetery

Health Services Expenses

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Medical Centre	\$2,950	\$8,009	\$0	(\$2,950)	(\$8,009)	Sold in 2021	-
Health Unit	\$85,188	85,188	86,734	1,546	1,546	As per notification	-
Paramedic	\$224,317	241,177	228,803	4,486	(12,374)	2% increase estimate	-
Cemetery	14,000	14,000	14,000	-	-	Assumes no change	-
Total	\$326,455	\$348,374	\$329,537	\$3,082	(\$18,837)		-
% Change				+0.94%	-5.41%		

Social Services

- Ontario Works
- St. Lawrence Lodge
- Children's Services
- Community Housing

Social Services Expenses

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Ontario Works	\$136,421	\$107,164	\$139,149	\$2,728	\$31,985	2% increase estimate	-
St. Lawrence Lodge	\$407,401	\$407,401	\$410,744	\$3,343	\$3,343	2% increase estimate	-
Children's Services	\$31,406	\$30,186	\$32,034	\$628	\$1,848	2% increase estimate	-
Community Housing	\$160,879	\$157,746	\$164,097	\$3,218	\$6,351	2% increase estimate	-
Total	\$736,107	\$702,497	\$746,024	\$9,917	\$43,527		-
% Change				+1.35%	+6.20%		

Summary

	2021 Budget	2021 Projection	2022 Budget	Budget to Budget	Budget to Projection	Notes	Transfer to Reserves
Medical Centre	\$2,950	\$8,009	-	(\$2,950)	(\$8,009)	Sold in 2021	-
Health Unit	85,188	85,188	86,734	1,546	1,546	As per notification	-
Paramedic	224,317	241,177	228,803	4,486	(\$12,374)	2% increase estimate	-
Cemetery	14,000	14,000	14,000	-	-	No Change	-
Ontario Works	136,421	107,164	139,149	2,728	\$31,985	2% increase estimate	-
St. Law Lodge	407,401	407,401	410,744	3,343	\$3,343	2% increase estimate	-
Children's Services	31,406	30,186	32,034	628	\$1,848	2% increase estimate	-
Community Housing	160,879	157,746	164,097	3,218	\$6,351	2% increase estimate	-
Total	\$1,062,562	\$1,050,871	\$1,075,561	\$12,999	\$24,690		-
% Change				+1.22%	+2.35%		

Next Budget Meeting – January 4, 2022

Topics

- Administration
- Protective Services
- Planning & Development

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13 '21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 119-2021

December 13, 2021

From: Renny Rayner, Fire Chief

RE: City of Kitchener Fire Safety Measures Resolution

Recommendation:

That Council support the resolution of the City of Kitchener regarding fire safety measures and that a copy of the resolution be forwarded to the the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), and all Leeds and Grenville municipalities.

Background / Analysis:

The report provides an analysis of the City of Kitchener resolution to make certain amendments to the Ontario Fire Code as it pertains to Part 9 Retrofit.

The current Ontario Fire Code Sentence 9.5.2.8.(1) reference "*Closures in fire separations shall be in accordance with Sentences 3.1.8.4 (2), 3.1.8.10 (1) and 3.1.8.11.(1) and Article 3.1.8.13 of the Ontario Building Code.*"

The current Ontario Fire Code Sentence 9.5.3.3.(3) only references the self-closing devices.

The amendment to this sentence would be the addition of "positive latching"

The amendment proposed would now include the Fire Code, as currently the Ontario Building Code is referenced.

Fire and Building Department staff endorse the proposed amendments to the Fire Code as they pertain to life safety of residents in these occupancies.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13 '21
Strategic Plan		

Alternatives:

None

Financial Implications:

None

Environmental Implications:

None

Attachments:

- City of Kitchener resolution of support re: Fire Safety Measures

Submitted by:

Renny Rayner,
Fire Chief



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
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christine.tarling@kitchener.ca
TTY: 519-741-2385

December 1, 2021

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Premier Ford:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding fire safety measures:

"WHEREAS the Government of Ontario, in December 1975, enacted the Ontario Building Code for the purpose of regulating the construction of new, safe buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1981 enacted the Ontario Fire Code for the purpose of maintaining the life safety systems of all buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1983 began the process of amending the Ontario Fire Code to include Retrofit provisions, for the purpose of providing a minimum level of life safety for those existing buildings which had not been built under the provisions of any version of the Ontario Building Code; and,

WHEREAS the government of Ontario, in October 1992 amended the Ontario Fire Code Retrofit provisions, for the purpose of providing a minimum level of life safety to buildings classed as low rise residential (9.5); and,

WHEREAS October 2021 marks twenty-nine (29) years since the requirements outlined by Retrofit 9.5 have been substantially updated; and,

WHEREAS this lack of currently appropriate standards for self-closing devices on suite doors and positive latching on exit stairwell doors has led to significant serious injuries, deaths, long term dislodgement of residents, and significant unnecessary insurance loss due to allowed building deficiencies;

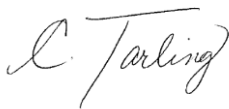
THEREFORE IT BE RESOLVED that the City of Kitchener urges the government of Ontario to direct the Ontario Fire Marshal's Office – Technical Services, to undertake an immediate review of that portion of the Ontario Fire Code known as Retrofit Section 9.5;

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.2.8.(1) to require self closing devices on all suite closures (doors) within low rise residential buildings: and,

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.3.3.(3) to require that closures (doors) entering exit stairwells be equipped with both self-closing devices and positive latching; and,

THEREFORE IT FINALLY BE RESOLVED that a copy of this resolution be forwarded to the Honourable Premier of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

Yours truly,

A handwritten signature in cursive script, appearing to read 'C. Tarling'.

C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
Monika Turner, Association of Municipalities of Ontario
Ontario Municipalities



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13 '21
Strategic Plan		

REPORT TO COUNCIL

Date December 13, 2021

Report No. 120-2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: COVID Grant Program for Non-profit Organizations – December Allocations

Recommendation

That Council approve the following COVID-19 Grants for Non-profit Organizations as follows:

- | | |
|--------------------------------------|---------|
| 1. Prescott and District Lion's Club | \$1,543 |
| 2. Prescott Curling Club | \$1,850 |
| 3. St. Paul's United Church | \$2,390 |

Subject to the following conditions:

- That the revenue and expenses up to December 31, 2021 be confirmed and verified by January 21, 2022
- That the allocations approved be a maximum grant amount but will be reduced if the confirmation of revenue and expenses identifies a lower amount is appropriate.
- That any COVID-19 related grant programs, from another level of government, for fixed costs up to December 31, 2020, that the organization becomes eligible or approved for prior to January 21, 2022 would be taken into account and subtracted from the approved grant allocation.
- That the grants be paid to the organizations by January 31st, 2022

And that the remaining \$17,737 in the COVID funding allocated to this program be used to enhance the shop local support programs identified in Staff Report 113-2021.

Background

Council approved \$23,520 for this COVID Grant Program for Non-Profit Organizations for the period of January to December 2021.

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The program eligibility criteria and instructions were as follows.

1. The group is a registered charity with the Canada Revenue Agency or an organized, unincorporated, or non-profit organization
2. Is governed by a volunteer board or executive committee of 5 or more members
3. Holds an annual general meeting, at which the board of directors or executive committee is elected from the general membership through a democratic election process
4. Provides services to Town residents and has a location within the Town of Prescott
5. Is not eligible for any COVID-19 related grants (loans are excluded from the definition of grants) for fixed costs from any other level of government (Federal, Provincial, Upper Tier Municipality, etc.)
6. Relies on memberships and donations for the majority of its revenue which have decreased in 2021 due to COVID-19
7. Has fixed costs in the first six months of 2021 that are in excess of the donations and membership that have been received in the first six months of 2021

- Fixed Costs include:

- o Rent
- o Utilities
- o Insurance
- o Equipment leases

For greater clarity, a fixed cost is an expense that is incurred regardless of whether goods or services are produced or offered. Salaries are not considered a fixed cost for the purpose of this grant.

8. The organization has demonstrated that they have taken steps to reduce costs where possible

		Date Req'd
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9. Organizations that have received community grant funding for 2020 from the Town of Prescott will have that funding taken into consideration when determining eligibility and allocation of this grant
10. Only costs incurred or are payable from January 1, 2021 to December 31, 2021 can be applied for under this grant
11. The completed application form and required documentation must be received by 12:00 pm noon on December 7, 2021

Analysis

Three applications were received by the due date. The estimated revenue and fixed costs below are to December 31, 2021.

	Prescott & District Lions Club	Prescott Curling Club	St. Paul's United Church
Revenue	\$5,058	\$25,082	\$37,862
Fixed Costs	\$6,601	\$26,932	\$40,252
Deficit	(1,543)	(1,850)	(2,390)
Recommendation	\$1,543	\$1,850	\$2,390

Alternatives:

Council may wish to allocate alternative amounts to those that are being recommended.

Financial Implications:

\$23,520 was allocated to the program from the 2021 COVID funding received from the Province.



		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13 '21
Strategic Plan		

Environmental Implications:

None

Attachments:

None

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13'21
Strategic Plan		

STAFF REPORT TO COUNCIL

Report No. 121-2021

Date: December 13, 2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

Re: Walk Behind Floor Cleaner Purchase

Recommendation:

That Council approve the purchase of a walk behind Floor Cleaner with an upset limit of \$15,000 to be funded by Modernization Funding provided by the Province of Ontario in 2019.

Background / Analysis:

With the increase in use of the Leo Boivin Community Centre over the last several months for a variety of activities and events, it has become apparent that the concrete floor area needs regular cleaning. Due to the size of the venue, it is not efficient nor effective to clean the floor manually. It is therefore recommended that a walk behind floor cleaner be purchased to ensure a safe and clean surface is available for use. There is a machine at the Fire Hall that has been used to test the appropriateness of this method of floor cleaning and it has proven to be effective. However, transporting the equipment between sites is difficult due to the size and weight of the apparatus and is not feasible in the winter months.

Several models of walk behind floor scrubbers are currently being evaluated ranging between \$10,000 and \$15,000 in price.

The increased use of the Leo Boivin Community Centre will not only produce revenue but was a strategic initiative identified by Council to maximize the use of Town facilities. The use of the Modernization Funding to support this equipment will allow for increased revenue, a safe floor area, and a clean and inviting venue which in turn will also increase revenue.



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This machine can be used in other Town facilities to perform deep cleaning of floors as required.

Alternatives:

Council could decide to not proceed with the purchase of a floor cleaner at this time.

Financial Implications:

The Town of Prescott received \$591,400 Municipal Modernization Funding from the Province of Ontario in 2019. This funding is intended to support small and rural municipalities in their modernization efforts to improve processes to provide more efficient services.

To date the funding is has been used to support the following initiatives:

- GIS based Building & Bylaw Software	\$50,400
- Joint Study Land Use and Economic Strategic Plan	\$82,742
- Electric Vehicle Chargers	\$60,000
- Transportation Pilot Program	\$10,000
- St. Lawrence Lodge Technology Modernization	\$18,917
- Server Hardware and Software Modernization	\$29,000
- Downtown Beautification Plan	\$50,000
- Traffic Study and Transportation Plan	\$30,000
- Website tool modernization	\$40,000
- SCADA Software Water and Wastewater Treatment Plants	\$94,292
- Fire Radio Communications Repeater	\$36,365
- eScribe Internet Publishing Module	\$5,250
- Pedestrian Crossing Evaluation	\$12,500

Subtotal	\$519,466
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Environmental Implications:

None



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Attachments:

None

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer

		Date Req'd
Information Purposes		
Policy / Action Req'd	X	Dec. 13 '21
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STAFF REPORT TO COUNCIL

Report No. 122-2021

Date: December 13, 2021

From: Samantha Joudoin-Miller, Manager of Community Services

Re: 2022 Facility Pricing – Leo Boivin Community Centre

Recommendation:

That Council approve the proposed Facility Pricing Rates for the Leo Boivin Community Centre to be implement in 2022.

Background / Analysis:

Since June of 2021, a main priority within the Community Services Department has been to reactivate the Leo Boivin Community Centre (LBCC) as a multi-purpose venue for community initiatives. The goal has been to offer a space that impacts both youth and adult demographics within the Town of Prescott.

In the past 6 months, the LBCC Centre has been home to several recreation focused activities, events, and community service offerings. The chart below indicates user groups, approximate number of participants and the focused demographic based on our screening data over the past 6 months:

Approximate total amount of recreational check-ins in the last 6 months based on check-in screening data

Program	Approx. Total Participants	Schedule	Population	Category
Pickleball (ToP)	988	3 2-hour time slots/week	Adult	Recreation
Walker House (ToP)	Approx. 75	1 1-hour time slot/week (started in October)	Adult	Recreation

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Hockey (SGMHA)	67	1 1.5 hour time slot/week	Youth	Recreation
Basketball (Blazers)	440	2 2 hour time slots/week	Youth	Recreation
Vaccination Clinics	Unknown	1 full day/month	Youth/Adult	Community Service
Kinsmen Craft Show	Over 1,000	1 full day for set up; 1 full day for event	Youth/Adult	Event
Crafters' Market	Approx. 600	1 full day for set up; 1 full day for event	Youth/Adult	Event
Covid Hero Awards	80-90	Evening event	Adult	Event
Federal Election	Unknown	5 full days	Adult	Community Service

Facility rental fees were waived in 2021 as a support for programming and organizations to get back on their feet in the aftermath of Covid-19 related regulations. Looking ahead to 2022 as we continue to receive rental inquiries for this venue, there is a need for a defined facility rate specific to the Leo Boivin Community Centre.

The following chart breaks down the proposed 2022 facility rental fees specific to the LBCC and was developed upon covering the hourly rate of staff positions required for the type of programming booked. The chart breaks down sporting and event based activities within the venue and pricing has been broken down into the following 3 categories:

1. Service Clubs, Non-Profit Organizations, Associations with Prescott Participants
2. Prescott For-Profit Businesses / Prescott Private Individuals
3. Non-Residents

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Leo Boivin Community Centre Rates for 2022				
	Sports / Rec	Sports / Rec	Events	Events
	Adult or Mixed Ages	Under 18 Only	Monday - Friday	Sat - Sun, Holidays
	Monday - Sunday	Monday to Sunday	Until 5pm	Minimum 4 Hours
	For non-ticket sale bookings			
Facility Rates per hour				
Service Clubs, Non-Profit Organizations, Associations with Prescott Participants	45.00	22.50	40.00	70.00
Prescott For-Profit Businesses / Prescott Private Individuals	55.00	30.00	55.00	95.00
Non-Residents	65.00	35.00	65.00	110.00
* Not included - Use of Kitchen, SOCAN Licensing, Insurance, HST				
**If user meets the Community Grant Program criteria and request a fee waiver it will be handled by staff.				
***If user does not meet the Community Grant Program criteria and request a fee waiver it will be presented to Council.				
Facility Rates per day				
Service Clubs, Non-Profit Organizations, Associations with Prescott Participants	360.00	180.00	320.00	560.00
Prescott For-Profit Businesses / Prescott Private Individuals	440.00	240.00	440.00	760.00
Non-Residents	520.00	280.00	520.00	880.00
* Not included - Use of Kitchen, SOCAN Licensing, Insurance, HST				
**If user meets the Community Grant Program criteria and request a fee waiver it will be handled by staff.				
***If user does not meet the Community Grant Program criteria and request a fee waiver it will be presented to Council.				

		Date Req'd
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Kitchen Rates per hour				
Service Clubs, Non-Profit Organizations, Associations with Prescott Participants	50.00	50.00	50.00	50.00
Prescott For-Profit Businesses / Prescott Private Individuals	60.00	60.00	60.00	60.00
Non-Residents	70.00	70.00	70.00	70.00
* Not included - Use of facility, SOCAN Licensing, Insurance, HST				
**If user meets the Community Grant Program criteria and request a fee waiver it will be handled by staff.				
***If user does not meet the Community Grant Program criteria and request a fee waiver it will be presented to Council.				
Top Recreation Programming Drop-In Rate/Person	Daily Rate	Monthly Rate		
Pickleball	5.00	30.00		
Walking Club	FREE			
*There will be no fee for walking club indoors at the LBCC				

If a user meets the below mentioned criteria of the Community Grant Program and request a fee waiver, staff will be directed to handle the waiver.

If a user does not meet the below mentioned criteria of the Community Grant Program and request a fee waiver, it will be presented to Council.

Community Grant Program Criteria for facility fee waiver requests:

1. Your group is a registered charity with the Canada Revenue Agency, an organized, unincorporated, non-profit organization. Examples - service clubs, volunteer groups, educational institutions, sports groups and associations, and community groups providing services to the municipality.
2. Your organization:
 - a. Is governed by a volunteer board or executive committee of 5 or more members



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- b. Holds an annual general meeting, at which the Board of Directors or executive committee is elected from the general membership through a democratic election process
- c. May submit only one application per funding in-take period
- 3. Is based within Town of Prescott and/or provides services to residents of Prescott.
- 4. Has sources of funding other than this grant
- 5. Has a bank account registered in the name of the organization or event. Cheques will not be issued to individuals acting on behalf of the organization, project or event.

As per the Community Grant Program eligibility criteria, an application by an individual may be considered if the request is for an activity that cannot be brought forward by a community organization who meets the application requirements, or when applying for support toward a new, first-time initiative, project, or community event.

The Leo Boivin Community Centre in 2022 has the potential to become a main facility booking venue within the Town of Prescott for recreational and large-scale events. Inquiries currently include birthday parties, stag/doe events, fundraising gala dinners, and tradeshow, on top of further recreational sport related booking requests.

Alternatives:

Council could decide on an alternative fee pricing strategy for the Leo Boivin Community Centre for 2022.

Financial Implications:

Estimates of the total revenue based on the rates outlined above will be included in the 2022 budget to help support and defray expenses.



		Date Req'd
Information Purposes		
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Strategic Plan		

Environmental Implications:

None

Attachments:

None

Submitted by:

Samantha Joudoin-Miller
Manager of Community Services

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 53-2021

A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PRESCOTT AND BLACKS CREEK INNOVATIONS.

Being a by-law to authorize a Site Plan Agreement between the Corporation of the Town of Prescott and Blacks Creek Innovations.

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 Blacks Creek Innovations. being the owner of the lands described as Plan 19, PT LOTS O and R RP 15R12103 Part 2, Town of Prescott (355 Development Drive, Prescott).

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 Blacks Creek Innovations, 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 13th DAY OF DECEMBER 2021.

Mayor

Clerk

SITE PLAN AGREEMENT –
Blacks Creek Innovations, 355 Development Drive Prescott, Ontario

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

BETWEEN: **Blacks Creek Innovations**
A business operating under the laws of the Province of
Ontario
Hereinafter called the "Developer"
OF THE FIRST PART

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

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

AND WHEREAS the Owner has represented to the Town that the lands described as in Schedule "A" and municipally known as 355 Development Drive, in the Town of Prescott, are owned by the Owner;

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

AND WHEREAS the described lands are zoned General Industrial (M1) under the Town's Zoning By-law 09-2009, as amended;

AND WHEREAS the Developer proposes to add a 561 square metre building containing a workshop, retail area, and office space for a light industrial use for the fabrication of firewood processing equipment. (the "Project") upon the said lands in accordance with the Site Plan attached;

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

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

PART— 1
THE LANDS, PLANS AND REPRESENTATIONS

1. SCOPE OF AGREEMENT

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

1.6 DEVELOPMENT CHANGES

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

PART— 2
SIGNING BY MUNICIPALITY— CONDITIONS PRECEDENT

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

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

PART — 3
INTERNAL SERVICES

3. INTERNAL SERVICES TO BE CONSTRUCTED BY DEVELOPER

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

PART — 4
BUILDING PERMITS

4. BUILDING PERMITS — CONDITIONS PRIOR TO ISSUANCE

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

PART — 5
GENERAL PROVISIONS

5. CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

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

6. EXPENSES TO BE PAID BY DEVELOPER

- 6.1. Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.
- 6.2. The Developer specifically agrees to be responsible for any costs, expenses and obligations arising from any Permits or Approvals which the Developer is required to obtain in order to construct the Project.
- 6.3. The Developer shall pay such reasonable fees as may be invoiced to the Town by their Solicitor in connection with all work to be performed as a result of the provisions of this Agreement.
- 6.4. All expenses for which demand for payment has been made by either of the Town, shall bear interest at the rate of 1.25% per month commencing 30 days after demand is made.
- 6.5. In the event that the expenses of the Town exceeds the amount of the cash deposits or security set out in Schedule "C" attached, the Developer shall pay such excess charges within 30 days after demand by the Town.
- 6.6. In the event that the Town finds it is necessary to engage the services of an engineer, landscape architect or technical personnel not permanently employed by the Town, to review the plans of the Developer and/or carry out on-site inspections of the work performed, the Town will advise the Developer accordingly of this need, and the costs of such outside engineers, landscape architects or other technical personnel so engaged shall be the responsibility of the Developer. The Town may require a deposit for this purpose.

7. REGISTRATION OF SITE PLAN AGREEMENT

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

8. CONSTRUCTION, COMMENCEMENT AND COMPLETION

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

- 8.1. If the Internal Services to be constructed by the Developer under this Agreement, if any, are not completed and accepted by the Town within the above time frames, the Town may either:
- a) give notice to the Developer to stop work on the said Services and to provide that no further work shall be done with respect to such services until an Amending Agreement, incorporating the Standards, Specifications and financial requirements of the Town, in effect as of that date, is

executed by all parties; or

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

9 EMERGENCY SITUATION

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

10. ATTACHED SCHEDULES

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

11. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

SITE PLAN AGREEMENT –
Blacks Creek Innovations, 355 Development Drive Prescott, Ontario

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

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

The Corporation of the Town of Prescott

Per: _____

SITE PLAN AGREEMENT –
Blacks Creek Innovations, 355 Development Drive Prescott, Ontario

SCHEDULE 'A'

TO AN AGREEMENT DATED: [Month] [Date], 2021

LEGAL DESCRIPTION: Being the lands described as PLAN 19 PT LOTS O AND R
RP 15R12103 PART 2, in the Town of Prescott.

SITE PLAN AGREEMENT –
Blacks Creek Innovations, 355 Development Drive Prescott, Ontario

SCHEDULE 'B'

TO AN AGREEMENT DATED [Month] [Date], 2021

SITE PLAN

Site Plan

The 210030-SPL rev 1, Site Plan drawing prepared by Kollaard Associates Inc, dated September 28, 2021, is hereby incorporated by reference and forms a part of this Agreement.

SCHEDULE “C”

TO AN AGREEMENT DATED: [Month] [Date], 2021

FEES AND DEVELOPMENT SECURITY

Cash Requirements

Town’s Administrative Fees	Nil
Town’s Legal fees and Disbursements	Nil
Town’s Engineering Fees	Nil
Town’s Planning Fees	\$1,500.00
Town’s Landscaping	Nil
Cash-in-lieu of Parkland	Nil
Development Charges	\$7,371.05
Total Cash Requirements	\$8,871.05

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

SCHEDULE 'D'

TO AN AGREEMENT DATED [Month] [Date], 2021

APPROVED PLANS

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

Grading Plan

The Grading Plan, 210030-GR rev 1, dated September 28, 2021 by Kollaard Associates Inc. signed by Steve deWit, Professional Engineer.

Servicing Plan

The Servicing Plan, 210030-SER rev 1, dated September 28, 2021 by Kollaard Associates Inc. signed by Steve deWit, Professional Engineer.

Erosion & Sediment Plan

The Erosion & Sediment Plan, 210030-ESC rev 1, dated September 28, 2021 by Kollaard Associates Inc. signed by Steve deWit, Professional Engineer.

Storm Water Management Report

The Storm Water Management Report, 210030 rev 1, dated September 28, 2021 by Kollaard Associates Inc. signed by Steve deWit, Professional Engineer.

Traffic Letter

The Traffic Letter, 210030, dated June 3, 2021 by Kollard Associates signed by Amanda Van Bruggen, Engineer in Training.

Exterior Photometric Plan

The Exterior Photometric Plan, S1, dated July 12, 2021 by DDDG Engineering Services.

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 54-2021

A BY-LAW TO APPOINT MEMBERS OF COUNCIL TO BOARDS AND COMMISSIONS, TO APPOINT MEMBERS OF COUNCIL TO THE COMMITTEES OF COUNCIL, AND THE APPOINTMENTS OF DEPUTY MAYOR FOR THE REMAINDER OF THE TERM OF COUNCIL EXPIRING NOVEMBER 14, 2022

Being a by-law to appoint members of Council to boards and commissions, to appoint members of Council to the Committees of Council, and the appointments of Deputy Mayor for the remainder of the term of Council expiring November 14 2022

WHEREAS the Council of the Corporation of the Town of Prescott holds seats on numerous boards and commissions, both those established by Council and with external organizations, and the Council will appoint members to represent the Corporation to each of these boards and commissions; and

WHEREAS the role of Deputy Mayor must be filled by a Councillor who, in the absence of the Mayor, holds all authority as the Head of Council, and this role shall be filled by each of the Councillors on a rotational schedule for the term of this Council;

NOW THEREFORE the Council of the Corporation of the Town of Prescott hereby appoints the following Council members to the following boards and commissions:

Committee	Appointees	
Prescott Police Services Board	Mayor + 1	Mayor Todd Councillor Ostrander
Joint Services Committee	Mayor/Designate	Mayor Todd Deputy Mayor (Rotates)
Leeds, Grenville & Lanark Dist. Health Unit	1	Mayor Todd
St. Lawrence Lodge Committee of Mgmt.	1	Councillor Young
Walker House Board	1	Councillor McConnell
South Grenville Chamber of Commerce	1	Councillor Shankar
Prescott Public Library Board	1	Councillor McConnell
Prescott Cemetery Board of Management	1	Councillor Burton
Prescott Heritage Committee	1	Councillor McConnell
Fire Services Committee	1	Councillor Ostrander
Prescott Wastewater Board of Mgt.	4	Mayor Todd Councillor McConnell Councillor Shankar Councillor Young

Planning Advisory Committee	Mayor+2	Mayor Todd Councillor Burton Councillor Jansman
Prescott Business Improvement Area Board of Management	2	Mayor Todd Councillor Jansman
Community Emergency Management Committee	Mayor +1	Mayor Todd Councillor Ostrander
Communities in Bloom	1	Councillor Shankar
Municipal Drug Strategy	1	Councillor Ostrander
Arena Fundraising Working Group	Mayor +2	Mayor Todd Councillor Burton Councillor Ostrander
Policy Working Group	Mayor+2	Mayor Todd Councillor Shankar Councillor Young
Prescott-Ogdensburg Ferry Working Group	Mayor+1	Mayor Todd Councillor Jansman
St. Lawrence Shakespeare Festival Board	1	Councillor McConnell

FURTHER the Council of the Corporation of the Town of Prescott hereby appoints the following Councillor as Deputy Mayor:

Deputy Mayor	Jan 1, 2022 to April 30, 2022	Councillor Ostrander
Deputy Mayor	May 1, 2022 to August 31, 2022	Councillor Shankar
Deputy Mayor	September 1, 2022 to November 14 , 2022	Councillor Young

FURTHER the Council of the Corporation of the Town of Prescott hereby appoints the following Portfolio Chair classifications:

Finance & Corporate Services	Councillor Young
Operations	Councillor Shankar
Economic Development, Building, By-Law, Planning & Heritage	Councillor Jansman
Water & Wastewater	Councillor McConnell
Protective Services & Community Liaison	Councillor Ostrander
Capital & Projects	Councillor Burton

AND FURTHER 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 13TH DAY OF DECEMBER, 2021.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF PRESCOTT

BY-LAW NO. 55-2021

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

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

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

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

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

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

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

hereby rescinded.

**READ AND PASSED, SIGNED AND SEALED THE 13th DAY OF
DECEMBER, 2021.**

Mayor

Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION STREAM**

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

B E T W E E N:

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

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Prescott

(CRA#106984776)

(the “**Recipient**”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

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

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, Timelines and Project Standards
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

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

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of

the requirements of:

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

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

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

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

5.0 ACKNOWLEDGEMENT

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

(h) the Recipient has read and understood the Bilateral Agreement.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

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

Date

The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL (if
applicable)

Corporation of the Town of Prescott

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including

legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

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

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

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

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

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

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:
 - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

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

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

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

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

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

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

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

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

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or

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

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

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

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

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

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

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

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project

exceeds forty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

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

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

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

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

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

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

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

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

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

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

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

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

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

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

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

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

A.6.0 CONFLICT OF INTEREST

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

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

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

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential,

or perceived conflict of interest; and

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034 :

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

- A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project; or
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
 - (b) remove any copies the Province makes pursuant to section A.7.5(a); and
 - (c) share any documents, records and findings with Canada.
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario)

and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

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

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

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

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

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

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

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

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

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

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

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

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

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 INSURANCE

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

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

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

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

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

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the

Province may take one or more of the following actions:

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

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

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

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the

successful continuation or completion of the Project;

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

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

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

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

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

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

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the

Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

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

A.15.0 NOTICE

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

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

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

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

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

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

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

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

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

A.17.0 SEVERABILITY OF PROVISIONS

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

A.18.0 WAIVER

- A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.
- A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:
- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
 - (b) apply only to the specific obligation referred to in the waiver.
- A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

- A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend

to and be binding on:

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

A.21.0 GOVERNING LAW

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

A.22.0 FURTHER ASSURANCES

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

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

A.23.0 JOINT AND SEVERAL LIABILITY

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

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

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

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

herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

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

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

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1,

for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

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

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

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.30.2 Examination by the Committee and Parties. If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including

- the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
- b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
- (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

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

A.32.0 PARTNERSHIP AGREEMENT

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

- (a) The Partner's full legal name, address, location of records, and contact person;
- (b) Incorporates by reference all the terms and conditions of this Agreement mutatis mutandis, including a term whereby the Partner agrees to indemnify the Indemnified Parties in a manner consistent with section A.9.2 of Schedule "A" of this Agreement;
- (c) Sets out the amount of the respective contributions of the Partner and the Recipient towards the Project, as described in Schedule "C" of this Agreement;
- (d) Sets out the administration, management and audit arrangements that the Recipient and Partner will undertake to complete the Project;

- (e) Describes the respective roles and responsibilities of the Recipient and the Partner, including financial roles and responsibilities, reporting and accounting obligations, in a manner consistent with this Agreement; and,
- (f) Requires the Partner to disclose to the Province if it applies for, will receive or has received other contributions for this Project at any time.

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

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

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

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

B.2.0 MAXIMUM FUNDS

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

B.3.0 ADDRESSEES

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

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPculture@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Chief Administrative Officer</p> <p>Address: 360 Dibble Street/Rue West/Ouest, Prescott, Ontario K0E1T0</p> <p>Email: marmstrong@prescott.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Project, Construction of a Multi-Use Recreational Complex, will:

The project will build a new, all-year, multi-use recreational complex in Prescott, Ontario.

The work will include construction of a new, 4,309 sq metre, four-season complex which will include a single pad ice surface with 800 seating capacity on both sides, a walking track, three (3) large community rooms with multi-use function, outdoor softball diamonds and outdoor soccer fields. The complex will include washrooms and six (6) change room facilities accessible for both indoor and outdoor visitors, thereby providing the facility year-round access. The complex will also include a dog park and parking lot with 200 vehicle capacity.

The project will provide improved recreational infrastructure for not only the Town of Prescott but the neighbouring Township of Augusta, and the Township of Edwardsburgh Cardinal. This facility will support 3 communities year-round with a range of social and recreational activities.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means **\$13,289,659.90** rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means **\$4,429,443.64**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means **\$5,315,863.96**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means **33.33%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support means **40.00%**, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means **April 16, 2021**.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 Province's and Canada's Consent. Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
 - (i) submit to the Province, up and until the Final Payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), Progress Reports in each calendar year on or before:
 - a. For 2021: September 1**
 - b. For 2022: March 1, September 1**
 - c. For 2023: March 1**
 - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
 - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - b. the construction start date and the construction end date (forecasted and actual where applicable);
 - c. the percentage of the Project that has been completed;
 - d. risks and mitigation strategies;
 - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
- (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis.

Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
 - (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

- D.2.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after March 31, 2027;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of the Project’s Substantial Completion, or on or before March 31, 2027, whichever is earlier.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:
- (a) 60 Business Days following the Substantial Completion of the project; or,
 - (b) March 31, 2027
- whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 56-2021

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL
MEETING HELD ON DECEMBER 13, 2021**

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

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

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

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

READ AND PASSED, SIGNED AND SEALED THE 13th DAY OF DECEMBER, 2021.

Mayor

Clerk