



PRESCOTT TOWN COUNCIL
AGENDA

August 23, 2021

6:00 pm

Virtual Meeting

Our Mission:

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

Pages

1. Call to Order

2. Approval of Agenda

Recommendation

That the agenda for the Council meeting of August 23, 2021, be approved as presented.

3. Declarations of Interest

4. Presentations

4.1. Irving H. Miller, Insurance Renewal - Greg Kenney

5. Delegations

6. Minutes of the previous Council meetings

6.1. Council Minutes - July 19, 2021

1

Recommendation

That the Council minutes dated July 19, 2021, be accepted as presented.

6.2. Special Council Minutes - July 26, 2021

11

Recommendation

That the Special Council minutes dated July 26, 2021, be accepted as presented.

7. Communications & Petitions

8. Consent Reports

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

RECOMMENDATION

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

8.1. Information Package (under separate cover)

8.2. Staff Report 69-2021 - Building and Bylaw Quarterly Review

14

Recommendation

For information.

8.3. Staff Report 70-2021 - Fire Department Second Quarter Report

17

Recommendation

For information.

8.4. Committee of Adjustment Staff Report 01-2021 - Minor Variance 225 & 227 Roberta Crescent

20

Recommendation

For information.

8.5. Staff Report 71-2021 - Construction Activity January 1 though June 30, 2021

30

Recommendation

For information.

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1. Staff Report 72-2021 - Labour Day Events Schedule 32

Recommendation

For information.

12.2. Staff Report 73-2021 - Toll Road Fundraiser by Alzheimer Society Lanark Leeds Grenville 34

Recommendation

That Council approve the request from Alzheimer Society Lanark Leeds Grenville to hold a Toll Road Fundraiser on September 25, 2021, from 9 a.m. - 12 p.m. on King Street.

12.3. Staff Report 74-2021 - Fire Dispatch Service Agreement 36

Recommendation

That Council direct staff to extend the current Fire Dispatch Agreement expiring on December 31, 2021, for an additional term of two years.

12.4. Staff Report 75-2021 - United Counties of Leeds and Grenville: Regional Fire Services Review 38

Recommendation

For information.

12.5. Staff Report 76-2021 - Winter Maintenance Operations Survey Results 41

Recommendation

That Council direct staff to report back to Council in October with suggested modifications to the policy regarding ploughing of sidewalks and walkways, and the removal of snowbanks between the sidewalk and the road.

12.6. Staff Report 77-2021 - Project Updates 45

Recommendation

For information.

| | | |
|--------------|--|-----------|
| 12.7. | Staff Report 78-2021 - Garbage Bag Update and Options | 52 |
|--------------|--|-----------|

Recommendation

That Council direct staff to undertake a public survey to obtain feedback on the various options that could be used to collect waste fees and report back to Council in October for further review and consideration.

| | | |
|--------------|--|-----------|
| 12.8. | Staff Report 79-2021 - Transfer Payment Agreement - COVID-19 Resilience Infrastructure Stream | 55 |
|--------------|--|-----------|

Recommendation

That Council approve the signing of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake by the Mayor and Clerk for \$100,516 to support Active Transportation Rehabilitation and Improvements.

| | | |
|--------------|--|------------|
| 12.9. | Staff Report 80-2021 - Investing in Canada Infrastructure Program - Green Stream Intake 2 | 113 |
|--------------|--|------------|

Recommendation

That Council direct staff to prepare and submit an application for the replacement of the Water Tower, to the Investing in Canada Infrastructure Program: Green Stream.

| | | |
|---------------|---|------------|
| 12.10. | Staff Report 81-2021 - Insurance Coverage Review | 118 |
|---------------|---|------------|

Recommendation

That Council direct staff increase liability coverage from \$20,000,000 to \$25,000,000 and add earthquake and flood coverages for buildings to the Town of Prescott insurance policy.

- 13. Resolutions**
- 14. By-laws**
- 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 Manager of Building & By-law Services remain in the room.

19. Rise and Report

20. Confirming By-Law – 39-2021

120

Recommendation

That By-Law 39-2021, being a by-law to confirm the proceedings of the Council meeting held on August 23, 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, July 19, 2021

6:00 p.m.

Virtual Meeting

| | |
|---------|---|
| Present | Mayor Brett Todd, Councillors Leanne Burton, Teresa Jansman, Lee McConnell, Mike Ostrander, Gauri Shankar, and Ray Young |
| Staff | Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Nathan Richard, Interim Director of Operations, Kaitlin Mallory, Deputy Clerk, Dana Valentyne, Economic Development Officer, Samantha Joudoin-Miller, Manager of Community Services, Shawn Merriman, Manager of Building and By-Law |
| Other | Josh Eamon, EVB Engineering, Emily Wimpenny, General Manager of the YMCA of Eastern Ontario |

1. Call to Order

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

2. Approval of Agenda

Motion 166-2021: Ostrander, Burton

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

Carried

3. Declarations of Interest – None

4. Presentations – None

5. Delegations – None

6. Minutes of the previous Council meetings

6.1 Council Minutes – June 21, 2021

Motion 167-2021: Young, Ostrander

That the Council minutes dated June 21, 2021, be accepted as presented.

Carried

7. Communications & Petitions – None

8. Consent Reports

Motion 168-2021: Burton, Shankar

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

Carried

8.1 Information Package

1. Leeds, Grenville & Lanark District Health Unit Board of Health Meeting Summary – June 24, 2021
2. Leeds, Grenville & Lanark District Health Unit Weekly Zoom Call with Municipalities, MP's and MPP's – June 18, June 25, & July 9, 2021
3. Township of Edwardsburgh Cardinal Letter of Gratitude for Support of Prescott Council re: Ontario Job Site Challenge
4. United Counties of Leeds and Grenville Media Release re: Approval of Carbon Development Plan for Limerick Forest – June 24, 2021
5. St. Lawrence - Rideau Immigration Partnership "We Are Neighbours" Media Release – June 21, 2021
6. St. Lawrence - Rideau Immigration Partnership Immigration Entrepreneur Award Media Release – June 30, 2021
7. Ontario Energy Board Notice Enbridge Gas re: Disposal of Balances in Certain Deferral/Variance Accounts

8. Township of Huron-Kinloss resolution of support re: Domestic COVID-19 Vaccine Production and Capacity
9. Tay Valley Township resolution of support re: Provincial Hospital Funding of Major Capital Equipment
10. Township of Adelaide Metcalfe resolution of support re: Funding for Maintenance and Preservation Repair of Abandoned Cemeteries
11. Municipality of Chatham-Kent resolution of support re: Ontario's Big City Mayors Call for Action on Ambitious Mental Health and Addiction Plan
12. Municipality of Chatham-Kent resolution of support re: Licensing of Cannabis Operations – Previously Operating Illegally
13. Municipality of Chatham-Kent resolution of support re: Bill 228 Banning Unencapsulated Polystyrene Foam & Bill 279 Environmental Protection Amendment Act (Microplastics Filters for Washing Machines)
14. Federal Tax Changes on Primary Residences Response from Ontario Deputy Prime Minister and Minister of Finance
15. Municipality of St. Charles resolution of support re: Municipal Land Transfer Tax
16. City of Kitchener resolution of support re: Rising Cost of Building Materials

Councillor Lee McConnell joined the meeting at 6:03 p.m.

9. Committee Reports

9.1 PAC Report 13-2021 – Proposed Zoning By-Law Amendment – Blacks Creek Innovations Inc. – Development Drive

Motion 169-2021: Jansman, Shankar

That Council adopt a zoning by-law amendment under Section 34 of the *Planning Act* to change the subject lands discussed from a Highway Commercial C-2 to a General Industrial Zone M-1.

Carried

Shawn Merriman, Manager of Building and By-Law, spoke to the report. He referenced the zoning change from Commercial to General Industrial.

Discussion was held regarding the nature of the industry planning to develop the property and the timeline associated with the project.

10. Mayor

Mayor Todd spoke to his attendance at the Cross Borders Mayor's meeting held on July 19 and referenced the Canada/United States COVID-19 updates for cross-border travel.

11. Outside Boards, Committees and Commissions

Councillor Burton thanked Operations staff for their great work in the parks and downtown areas this summer.

Councillor Jansman spoke to her attendance at a recent BIA meeting and Planning Advisory Committee.

Councillor McConnell spoke to the Prescott Public Library's re-opening to the public.

Councillor Ostrander spoke to Connect Youth's 20th anniversary celebration and the purchase of the organization's motorhome.

Councillor Shankar spoke to the downtown beautification incentive, his attendance at a Joint Collaborative Economic Task Force meeting with Augusta Township, and acknowledged Economic Development staff for their progress with bringing businesses to the downtown core.

12. Staff

12.1 Staff Report 60-2021: New Single Pad Arena and Community Centre Tender Results

Motion 170-2021: Young, Ostrander

That Council direct staff review the tender submissions and provide a recommendation at a Special Meeting of Council on July 26, 2021, to award the contract.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the valid tenders received, the budgeted amount for the project, and provided background on the contractor with the lowest submission.

Matthew Armstrong, CAO/Treasurer, spoke to the additional tenders to be issued in 2022, the funding approval, and the Town's debt capacity.

Josh Eamon, EVB, referenced the current costs due to the pandemic.

Discussion was held regarding the funding received, the anticipated timeline for project completion, and upcoming groundbreaking ceremony.

Josh Eamon left the meeting at 6:48 p.m.

12.2 Staff Report 61-2021: Edward Street Overpass Repairs Tender Results

Motion 171-2021: Burton, Young

That Council direct staff to review the scope of work for the Edward Street

Overpass Repairs to minimize the traffic control costs and railway flagging costs; and

That staff be directed to issue a tender in January of 2022 for the work to be completed on the Edward Street Overpass Repairs with the revised scope of work.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the estimated cost of traffic control for the project, the potential options to lower the costs associated with the project and issuing the tender in 2022.

12.3 Staff Report 62-2021 – Shade Sails for RiverWalk Park and Centennial Park

Motion 172-2021: Shankar, Burton

That Council approve the selection of Shade Sails Canada for the purchase and installation of shade sails for RiverWalk Park and Centennial Park with a budget of \$69,950 + HST as outlined in Staff Report 62-2021.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the need for additional shade in RiverWalk Park and Centennial Park, the shade renderings presented in the report, and the funding contributions.

Discussion was held regarding the fabric used for the shades, the potential locations for the shades, the expected timeline for installation, and warranty for the structures.

Further discussion was held regarding the suggested location for the shades and concerns associated with the suggested locations.

12.4 Staff Report 63-2021 – Traffic Study and Transportation Plan to Address Development North of the 401

Motion 173-2021: Young, Shankar

That Council direct staff to undertake a traffic study and develop a Municipal Road Improvement Plan with an upset limit of \$30,000 to be

funded through the use of Modernization Funding receive from the Province of Ontario.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He referenced the need for a traffic study and the opportunity to work with the Township of Augusta on the study.

Emily Wimpenny, General Manager of the YMCA of Eastern Ontario, joined the meeting at 7:21 p.m.

Discussion was held regarding the Ministry of Transportation's involvement in the study and collaborating with the Township of Augusta on the study.

12.5 Staff Report 64-2021 – eSolutions Website Refresh

Motion 174-2021: Shankar, Burton

That Council approve up to a maximum of \$40,000 for a website refresh through eSolutions as outlined in Staff Report 64-2021 to be supported by the use of Modernization Funding received from the Province of Ontario.

Carried

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

Discussion was held regarding the use of the suggested website add-ons including form-builder and eCommerce.

12.6 Staff Report 65-2021 – Canada Community Revitalization Fund

Motion 175-2021: McConnell, Ostrander

That Council direct staff to submit an application to the Canada Community Revitalization Fund for a total project cost of \$100,000 for the initiatives as outlined in Staff Report 65-2021, to help bring people back to public spaces while creating jobs and stimulating the local economy.

Carried

Matthew Armstrong, CAO/Treasurer, spoke to the report. He outlined three initiatives to be included in the application and the submission due date.

Discussion was held regarding the timeline for the submission of the application and possible locations for the removable patio areas.

12.7 Staff Report 66-2021 – COVID Grant Program for Non-profit Organizations – Allocations

Motion 176-2021: Shankar, Burton

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

- | | |
|--------------------------------------|---------|
| 1. Prescott and District Lion's Club | \$4,698 |
| 2. Prescott Lawn Bowling Club | \$1,782 |

Carried

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

12.8 Staff Report 67-2021 – Community Park Program

Motion 177-2021: Burton, Young

That Council direct staff to enter into an agreement with the YMCA of Eastern Ontario to provide a Community Park Program from July 26th to August 28th, 2021, within the Town of Prescott.

Carried

Samantha Joudoin-Miller, Manager of Community Services, spoke to the report. She referenced park programs offered by neighbouring municipalities, the suggested programming, and the estimated costs associated with the program.

Emily Wimpenny, General Manager of the YMCA of Eastern Ontario, spoke to the inclusive programming.

Discussion was held regarding the locations and times, and the minimal cost to run the program.

Emily Wimpenny, General Manager of the YMCA of Eastern Ontario, left the meeting at 8:02 p.m.

13. Resolutions

13.1 Prescott Business Improvement Area Board of Management Appointments

Motion 178-2021: Shankar, Ostrander

That Council appoint the following members to the Prescott Business Improvement Area Board of Management for the current term of Council, ending once a new board is appointed:

- Leslie Bottigoni
- Nicole Hudson
- Dawn Tutecky-McDougall

Carried

14. By-laws

14.1 By-Law Enforcement Officer Appointment

Motion 179-2021: Burton, Young

That By-Law 33-2021, being a by-law to appoint Samantha Hansen as a Municipal By-Law Enforcement Officer for The Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

14.2 By-Law Enforcement Officer Appointment

Motion 180-2021: Burton, Young

That By-Law 34-2021, being a by-law to appoint Donna Landon as a Municipal By-Law Enforcement Officer for The Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

14.3 By-Law Enforcement Officer Appointment

Motion 181-2021: Ostrander, Burton

That By-Law 35-2021, being a by-law to appoint Nathan Richard as a Municipal By-Law Enforcement Officer for The Corporation of the Town of

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

Carried

14.4 Zoning By-Law Amendment – Development Drive

Motion 182-2021: McConnell, Young

That By-Law 36-2021, being a by-law to amend By-Law No. 09-2009 to change the zone on the lands known as Blacks Creek Innovations Inc., Development Drive, Prescott, to allow for all uses of the general industrial Zone M-1, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

15. New Business – None

16. Notices of Motion – None

17. Mayor's Proclamation – None

18. Closed Session – None

19. Rise and Report – None

20. Confirming By-Law – 37-2021

Motion 183-2021: Ostrander, Young

That By-Law 37-2021, being a by-law to confirm the proceedings of the Council meeting held on July 19, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

21. Adjournment

Motion 184-2021: Shankar, Ostrander

That the meeting be adjourned to Monday, July 26, 2021, at 6:00 p.m. (Time: 8:11 p.m.).

Carried

Mayor

Clerk



**PRESCOTT TOWN COUNCIL
MINUTES**

**Monday, July 26, 2021
6:00 p.m.
Virtual Meeting**

| | |
|---------|--|
| Present | Mayor Brett Todd, Councillors Leanne Burton, Teresa Jansman, Lee McConnell, Mike Ostrander, Gauri Shankar, and Ray Young |
| Staff | Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Nathan Richard, Interim Director of Operations |
| Other | Josh Eamon, EVB Engineering |

1. Call to Order

Mayor Todd called the meeting to order at 6:02 p.m.

2. Approval of Agenda

Motion 185-2021: Ostrander, McConnell

That the agenda for the Special Council Meeting of July 26, 2021, be approved as presented.

3. Declarations of Interest – None

4. Mayor

4.1 LGLDHU Pandemic Recovery Plan - Briefing Note

Mayor Todd spoke to the Leeds Grenville & Lanark Health Unit's Pandemic Recovery Plan Briefing Note, requested feedback from Council and that the item come back at a future Council meeting.

5. Staff

5.1 Staff Report 68-2021 - New Single Pad Arena and Community Centre - Award Contract

Motion 186-2021: Young, Jansman

That Council approve the selection of Robert J. Bourgon & Associates Ltd. for construction of a Single Pad Arena and Community Centre with a budget of \$17,300,837; and

That Council provide staff direction to enter into a construction contract with Robert J. Bourgon & Associates Ltd. for the construction of the Single Pad Arena and Community Centre.

Carried

Nathan Richard, Interim Director of Operations, spoke to the report. He referenced the increase in prices of material supplies, the experience of the general contractor Robert J. Bourgon & Associates Ltd, and areas where changes could be made to modify the cost of the project.

Matthew Armstrong, CAO/Treasurer, spoke to the cost aspect of the report. He provided an overview of the cost of the project and the funding received, the potential areas of savings for the project, and outlined the difference between a fixed mortgage and a serial mortgage.

Discussion was held regarding continued donations, the lower interest charge with a serial mortgage, the general contractors experience with the construction of arenas, and the continuing to contribute to the infrastructure fund.

Further discussion was held regarding the use of local contractors, the potential areas of savings, and the hard work of the fundraising committee.

Mayor Todd spoke to the upcoming Groundbreaking Ceremony taking place on Friday, July 30th, at 2:00 p.m.

6. Confirming By-Law – 38-2021

Motion 187-2021: Ostrander, Burton

That By-Law 38-2021, being a by-law to confirm the proceedings of the Special Council meeting held on July 26, 2021, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

7. Adjournment

Motion 188-2021: Shankar, Young

That the meeting be adjourned to Monday, August 23, 2021, at 6:00 p.m. (Time: 6:35 p.m.).

Carried

Mayor

Clerk

| | | |
|-----------------------|---|-------------|
| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 69-2021

Date: August 23, 2021

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

RE: By-Law Enforcement Activity January 1 through June 30, 2021

Recommendation:

For information.

Background / Analysis:

The By-Law Department continues to offer 7 days a week coverage to respond to the ever-changing COVID restrictions.

New software has now been implemented and is working well and is being well utilized by staff. The software allows for files to be reviewed, tracked, and followed up on in a timely manner.

The revisions to the Property Standards By-Law, the creation of an Administrative Fee By-Law, and the creation of a Vacant Building Registry By-Law are currently in progress. It is expected that these by-laws will be brought to Council for review and contemplation in September or October. Feedback and input is being sought on these by-laws from the Fire Department, the Ontario Provincial Police (OPP), and Lanark, Leeds and Grenville Addictions and Mental Health, to enhance inclusivity and sensitivity to all whom reside within the Town.

Other by-law areas that continue to require heightened attention include parking, smoking in municipal parks and at the beach, and littering.

The following table provides a breakdown of By-Law issues and complaints for the first six months of 2021.

| | | |
|-----------------------|---|-------------|
| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

By-Law Complaints
January 1, 2021 - June 30, 2021

| Issue Type | Completed | In Progress | Total |
|--------------------------|------------------|--------------------|--------------|
| Animal | 8 | 17 | 25 |
| Building | 1 | - | 1 |
| Drainage/Flooding | 1 | 1 | 2 |
| Fire | 1 | 2 | 3 |
| Fire - Burning complaint | - | 1 | 1 |
| Garbage | 6 | 2 | 8 |
| Noise | 3 | 4 | 7 |
| Other | 2 | 3 | 5 |
| Parking/Traffic | 3 | 3 | 6 |
| Parks | 2 | - | 2 |
| Plumbing | - | 1 | 1 |
| Property Standards | 27 | 34 | 61 |
| Sidewalks | 1 | - | 1 |
| Snow/Ice Removal | 1 | - | 1 |
| Total | 56 | 68 | 124 |

As of August 16, 2021, there were a total of 265 by-law issues and complaints, 127 parking tickets issued, and 210 animal tags sold.

Financial Implications

- None

Attachments:

- None



| | | |
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| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

Submitted by:

Shawn Merriman
Manager of Building & By-law Services



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| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 70-2021

August 23, 2021

From: Renny Rayner, Fire Chief

RE: Fire Department Second Quarter Report

Recommendation:

For information.

Background / Analysis:

The Second Quarter Fire Department report for 2021 provides a brief overview of the calls for service, department activity along with monthly volunteer hours, and member years of service anniversaries.

Staff would like to congratulate all members for their dedication.

Attachments:

- 2021 2nd Quarter Fire Department Report

Submitted by:

Renny Rayner
Fire Chief

PRESCOTT FIRE DEPARTMENT
2nd Quarter Report

| 2021 | April | May | June |
|---|--------------|------------|-------------|
| Dispatched Calls for month | 19 | 13 | 13 |
| <i>Structure Fire</i> | 1 | 1 | 1 |
| <i>Activated Alarms/CO Alarms</i> | 1 | 1 | 2 |
| <i>Heating/Electrical</i> | 0 | 0 | 1 |
| <i>Burning Complaint/Grass, Brush Fire</i> | 4 | 4 | 1 |
| <i>Vehicle Fire/ Motor Vehicle Accident</i> | 2 | 0 | 0 |
| <i>Medical Assist</i> | 6 | 6 | 7 |
| <i>Other Fire Calls/ Public Assist</i> | 4 | 1 | 1 |
| <i>Mutual Aid</i> | 1 | 0 | 0 |
| MTO Claims | 0 | 0 | 0 |
| Calls in Augusta | 4 | 3 | 3 |
| Calls in Edwardsburg/Cardinal | 5 | 4 | 2 |
| Total Volunteer Hours | 411 | 152 | 212 |
| Total Officer Calls | 5 | 8 | 1 |
| Year to date calls: June 30th | 79 | | |

Highlights

April

- Renny Rayner started as Fire Chief on April 1st.
- In person training cancelled due to COVID protocols.
- Continued truck and equipment inspections/maintenance performed.
- Fire inspections conducted as required.
- Virtual participation in 2021 Eastern Ontario Children's Water Festival.
- Volunteer Appreciation Week April 18-24th.
- Retirements: Barry Moorhouse (25 years service)
George Prosser (35 years service)

May

- In person training cancelled due to COVID protocols. On-line theory training completed by members.
- Continued truck and equipment inspections/maintenance performed.
- Fire inspections conducted as required.

June

- In person training resumed in June in smaller groups. Training for the month included scenarios covering hydrants, hose handling, communications, and aerial usage.
- Continued truck and equipment inspections/maintenance performed.
- Fire inspections conducted as required.
- Participation in video for Town of Prescott virtual recognition of Canada Day.

Anniversaries

- Dave Lockett – 7 years (Apr)
- Peter Veltkamp – 7 years (Apr)
- Steve Zahn – 7 years (Apr)
- John Houston – 26 years (May)
- Bob Dixon – 27 years (June)

| | | |
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| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 12 '21 |
| Strategic Plan | | |

STAFF REPORT TO Committee of Adjustment

Report No. 01-2021

August 12, 2021

File No. MV2021-01

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

RE: Minor Variance Application 225 & 227 Roberta Crescent

Recommendation:

That the Committee of Adjustment receive the staff planning report on file number MV 2021-01 and approve the minor variance requested with the following conditions:

1. The balance if any of any outstanding taxes, including penalties and interest shall be paid to the Town of Prescott.
2. Any changes resulting from this severance shall be communicated to the Town of Prescott.
3. That any mitigation measures shall be implemented prior to the severance being deemed complete. Including a prepared survey to be registered showing all setbacks, dwellings, and parking areas. A fence installed shall meet the maximum height allowed on each side lot line, as per Zoning By-Law 09-2009.

Purpose of the Application:

Relief is required from the requirements of Zoning By-law 09-2009, as amended as it applies to the minimum lot frontage and lot area requirement for a semi-detached dwelling as expressed in section 5.4.2 (d). The By-law imposes a minimum lot frontage of 9.0 metres (29.5') and lot area of 275 sq. metres (2960.2 sq. ft.). The request is for a minimum lot frontage of 7.61 metres (24.98 ') and a lot area of 232.26 sq. metres (2500 sq. ft.). The relief from the zoning standard is requested to allow for the creation of two lots by consent with each lot containing a semi-detached residence instead of a single lot of record with a duplex.

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| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 12 '21 |
| Strategic Plan | | |

Background / Analysis:

The subject land which is municipally known as 225 & 227 Roberta Crescent Prescott Ontario, is currently described legally as "Plan 33 Lot 52". Last Hope Construction Corp. is the registered owner of the property.

The property which is subject to this application, is located two properties in from the south east corner of the eastern intersection of Victor Road and Roberta Crescent in Prescott. Surrounding land uses include low-density residential uses as permitted under R-1 zone and Institutional in the form of a cemetery.

The property is currently a construction site where a duplex is being constructed on an existing lot of record. This lot was created in 1975 during the original plan of subdivision. The property remained vacant until 2020 when the current owner took possession. At that time, a building permit was received for the construction of a duplex upon the said lands. This lot was undersized based on the requirements of Zoning By-law 09-2009 for frontage and area. Site development was possible due to the allowable yard encroachments found in section 4.47 of Zoning By-law 09-2009. Additional requirements of the R-1 zoning were met, so section 4.29 (f) of Zoning Bylaw 09-2009 was utilized (building on existing lots of record) to allow the issuance of the permit.

The application was distributed amongst the Town departments for review and no concerns were expressed.

In addition, all property owners within 60 metres were notified, notice has been posted on the property, and meets the *Planning Act* requirements of 10 days' notice.

The subject property is designated Residential in the Town's Official Plan. The designation allows for residential development in the form proposed on the subject lands. Under the Zoning By-law the property is zoned R-1. The requirements for the creation of two lots can all be met other than the lot frontage and lot area.

However, mitigation aspects should be considered at this time as the construction of the duplex has certainly pushed the limit of allowable development and is almost at the maximum lot coverage allowed 35%.

When severed, each semi-detached will have an 816 square footprint, meaning there will only be 60 square feet of additional building area that can but utilized prior to seeking relief through planning. In addition, Section 4.34 (g)(ii) of the Zoning By-law

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| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 12 '21 |
| Strategic Plan | | |

requires that no more than 50% of the front yard be dedicated to parking for a residence. In this case the space is very tight with the majority of the landscaping to be restricted to directly in front and slightly wider than the stairs servicing the front entrance.

Some of the considerations that could be utilized if agreed upon include site plan control to make sure that the landscaped area in the front of the lot is maintained, fencing on both side yard lines, or a reduction in the allowed number of vehicles allowed at this location.

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

One of the implementation tools is a Minor Variance through the Committee of Adjustment as per 5.2.2. (20) of the Official Plan, as shown below.

“Minor Variance and Permission

20. Grant an application for minor variance and/or permission from the Zoning By-law only if the Committee of Adjustment is satisfied that the variance:

- 1. Is minor in nature;*
- 2. Is desirable for the appropriate development or use of the land;*
- 3. Maintains the general intent and purpose of the Official Plan; and*
- 4. Maintains the general intent and purpose of the Zoning By-law.”*

The above tests are set out in the *Planning Act* and are a common set of criteria that are used by all municipalities in Ontario when considering Minor Variance Applications.

Analysis:

Is the requested relief considered to be minor?

In general, under section 4.7 (b) of the Zoning By-law, no lots should be reduced in area, depth or width which results in the lot area or frontage being less than the minimum required. The general intent of this provision is to make sure that undersized

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lots were not created to such an extent that servicing and enjoyment of use was not possible. However, the Provincial Policy Statement 2020 released by the Ontario Government specifically targeted a more whole community approach in creating more affordable housing which includes intensification of allowable use within a zone. Therefore, this relief could be considered minor considering the dwelling units will exist regardless of decision.

Is the relief desirable for the appropriate development and use of the land (Good Planning)?

Creating more affordable housing stock within a residential zone in which no additional services are needed is certainly appropriate and desirable.

Does the relief maintain the general intent and purpose of the Official Plan?

The use of a minor variance application to resolve these types of issues is consistent with the intent of the Official Plan. Town staff offer the opinion that the proposed relief maintains the intent and purpose of the Official Plan.

Does the relief maintain the general intent and purpose of the Zoning By-law?

The variance from the minimum lot frontage and area would allow for the creation of two more affordable residential units in the area. This relief will not result in a negative impact on the integrity of the purpose and intent of the Town's Zoning By-law.

Attachments:

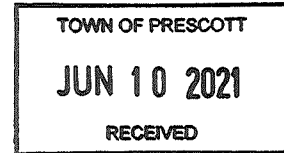
- Minor Variance Application
- Site Sketch
- Notice of Public Hearing

Submitted By:

Shawn Merriman
Manager of Building and By-law

APPLICATION FOR CONSENT
OR SEVERANCE

PURSUANT TO SUBSECTION 53(1)
OF THE
PLANNING ACT



1. Name of Owner Last Hope Construction Corp.
Telephone Number [REDACTED] (Dean Bologna)
Facsimile Douglas Menzies & Ken Beck
Address 225-227 Roberta Cres.

2. Name of Authorized Agent or Solicitor (if any) Douglas Menzies
Telephone Number [REDACTED]
Facsimile
Address 150 Isabella street
Suite 1300 Ottawa ON

Please specify to whom all communications should be sent:

Owner ☒

Solicitor ☒

Agent ☐

3. Type and purpose of proposed transaction (check appropriate box):

☐ conveyance – new lot

☐ conveyance – lot addition

☒ mortgage

☐ lease

☐ easement

☐ right-of-way

☐ correction of title

☐ other (specify) _____

4. If known, name and address of purchaser, lessee, mortgagee, etc. to whom land
or interest in land is intended to be conveyed, leased or mortgaged:

Last Hope Construction Corp (purchaser)

-
.....
5. Relationship, if any, of person in 4. above to owner (specify nature of relationship):
.....

6. Location of Land: 2251227 Roberta cres
Municipality: Prescott

Street Name and Number (if any)

★ Lot No. 52 ★ Block No
★ Plan No. 33

Parts & Reference Plan No.

7. Please explain in detail and provide any additional documents regarding any easements or restrictive covenants affect the subject lands and a description of each easement or covenant and its effect.

Have been in contact with
Ron Jayson serving Prescott. They
have the contract for all
legal documents and severance
information.

8. ★ Description of Land intended to be Severed:

To be filled out by
Ron Jayson.

Frontage 50 Depth 100

Area

Existing Use

Proposed Use 2 separate residential lots.

Existing Buildings / Structures on Land yes - duplex

looking at severance so each unit
can be sold individually

Proposed Buildings / Structures on Land

Buildings have been completed.
Purpose is to sell each individually.

Ron Jayson

9. ☒ Description of Land intended to be Retained:

Frontage Depth

Area

Existing Use

Proposed Use

Existing Buildings / Structures on Land

.....

Proposed Buildings / Structures on Land

.....

10. Number of new lots (not including retained lots) proposed:

11. Access to Proposed Lot (specify)

Access to Retained Lot (specify)

12. Water / Sewer



Type of Service

Proposed Lot

Retained Lot

municipal piped water

☒☒

private well

☐☐

municipal piped sewer

☐☐

private septic system

☐☐

holding tank

☐☐

other (describe)

..... ☐

☐

When will water supply and sewage services be available?

Complete

.....

13. *X* Have the subject lands ever been the subject of an application for approval of a plan of subdivision or a consent?

If the answer is yes, please indicate the file number and the decision on the application:

.....
.....

Date of Application or Decision:

X 13. Official Plan & Zoning

| | <u>Proposed Lot</u> | <u>Retained Lot</u> |
|---------------------------|---------------------|---------------------|
| Official Plan Designation | | |
| Zoning | | |

Are the subject lands currently under any official plan amendments, rezoning and/or minor variance applications, and if yes, please provide the file number?

.....

I/We Last Hope Construction Corp. solemnly declare that all of the statements contained in this application are true, and I/we make this solemn declarations conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath by virtue of the Canada Evidence Act.

Sworn before me at the Town.....
of Prescott..... in the
County..... of Grenville
Ontario this 6..... day of
August....., 2001..

Ken Beck
Signature of Applicant/Agent/Solicitor

Ken Beck
Signature of Applicant/Agent/Solicitor

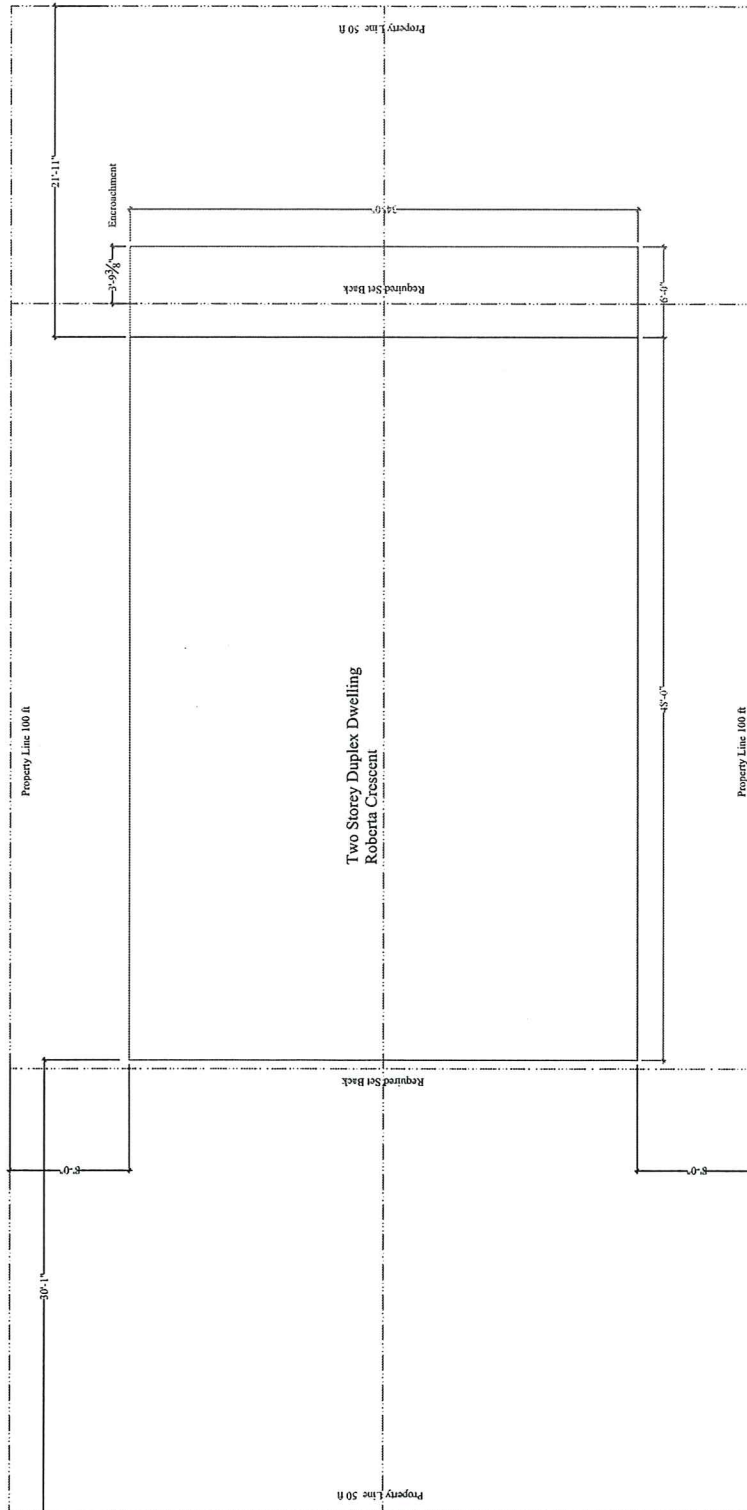
Shelly Veltkamp
A commissioner for taking oaths, affidavits, etc.

Commissioner of Oaths
Lindsey Veltkamp, Clerk *LV*
Town of Prescott

Very good

Re Submission
Sept. 15/2020

Roberta Crescent



**TOWN OF PRESCOTT
COMMITTEE OF ADJUSTMENT
NOTICE OF A PUBLIC HEARING**



MINOR VARIANCE APPLICATION

Under Section 45 of the Planning Act

**To be held at 5:00 pm on August 12, 2021, via electronic meeting
hosted by the Town of Prescott, Ontario.**

PURPOSE OF THE APPLICATION

Relief is required from the requirements of Zoning By-law 09-2009 as it applies to the minimum lot frontage and lot area to create two new lots located at 225 & 227 Roberta Crescent. The current lot has a duplex upon it that will result in two semi-detached residences should the lot be severed by consent. Town's zoning by-law under section 5.4.2 (d): requires a lot frontage of no less than 9.0 metre (29.5') and a lot area of 275 sq. metres (2960.2 sq. ft.). The request is to allow for a lot frontage of 7.61 metres (24.98') and a lot area of 232.26 sq. metres (2500 sq. ft.). The relief from the zoning standard is required in order to provide for the creation of two lots each with a semi-detached residences of in fill development that will meet the needs of the owners.

LOCATION

The property which is the subject of this application is located at 225 & 227 Roberta Crescent as shown on the key map below.

YOU ARE ENTITLED TO ATTEND the Committee of Adjustment Public Hearing concerning this application because you are an assessed owner or tenant of one of the neighbouring properties. The Committee asks that any presentations be limited to 5 minutes or less and any exceptions will be at the discretion of the Committee Chair. This meeting will be held electronically so please register for the meeting through town staff.

IF YOU DO NOT ATTEND this Public Hearing, it may proceed in your absence and, except as otherwise provided in the *Planning Act*, you will not be entitled to any further notice in the proceedings. If you have specific comments regarding these applications, you may submit a letter to the Secretary-Treasurer of the Committee at the address shown below.

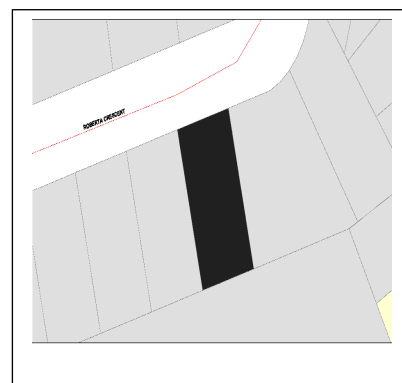
A COPY OF THE DECISION of the Committee will be sent to the applicant/agent, and to each person who appeared in person or who was represented at the public hearing AND who filed a written request to receive the decision with the Secretary-Treasurer.

ADDITIONAL INFORMATION regarding this application is available to the public for viewing at the Town of Prescott municipal building at 360 Dibble Street W, Prescott, Ontario between the hours of 8:30 a.m. and 4:30 p.m. Monday to Friday; or you may contact the Chief Building Official at 613-925-2812 ext. 6206 or email smerriman@prescott.ca

DATED: August 2, 2021

Matthew Armstrong
Secretary-Treasurer
Committee of Adjustment
marmstrong@prescott.ca

KEY MAP
Not to scale





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| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 71-2021

Date: August 23, 2021

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

RE: Construction Activity January 1 through June 30, 2021

Recommendation:

For information.

Background / Analysis:

In the first half of 2021, there were 49 building permits issued. An additional 8 permits are in progress as of June 30, 2021. Revenue on the permits issued was \$19,415. None of the anticipated larger projects for 2021 have begun as of June 30, 2021. Therefore, it is estimated that the department will reach its revenue budget by the end of 2021.

The CGIS system, is up and running resulting in better or more comprehensive information being available. In total, over 265 inspections have been carried out in the first half of the year.

The Planning Department has had a busy year due to the various development proposals. At this point many of those proposals are still in progress. Last years of 9 applications is expected double by the end of 2021.

Additional highlights for the first half of 2021 includes:

- New Software CGIS is being used by numerous departments for building, by-law, and information lookup
- Successful recruitment of a shared By-Law Officer with the Township of Augusta who is working towards their Building Official Certification

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The following table provides a breakdown of construction activity for the first six months of 2021.

Construction Activity
January 1, 2021 - June 30, 2021

| Month | Permits Issued | Permit Fees | Development Fees | Value of Construction |
|--------------|----------------|---------------|------------------|-----------------------|
| January | 4 | 1,280 | - | 104,500 |
| February | 2 | 2,975 | - | 350,000 |
| March | 12 | 3,203 | 3,413 | 344,400 |
| April | 13 | 2,220 | - | 170,700 |
| May | 12 | 6,280 | - | 671,200 |
| June | 6 | 3,458 | - | 363,800 |
| Total | 49 | 19,415 | 3,413 | 2,004,600 |

Alternatives:

- None

Financial Implications:

- None

Attachments:

- None

Submitted by:

Shawn Merriman
Manager of Building & By-Law Services

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| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 72-2021

Date: August 23, 2021

From: Samantha Joudoin-Miller, Manager of Community Services

Re: Labour Day Events Schedule

Recommendation:

For information.

Background / Analysis:

Labour Day plans are underway with the following events confirmed:

Saturday, September 4, 2021:

- 2020 Community Awards Celebration at the Amphitheatre at 10:00 a.m.
- Farmers' and Crafters' Market 9:00 a.m. - 2:00 p.m.
- Prescott Pool Schedule (Pre-Registration Required):
 - Lane Swim: 10:00 a.m. - 12:00 p.m.
 - Public Swimming: 12:15 p.m. - 5:00 p.m.
- Fireworks Display by Hands Fireworks to begin at 9:30 p.m.

Additional complimentary activities for Saturday, September 4, 2021, are being considered.

Sunday, September 5, 2021:

- Prescott Pool Schedule (Pre-Registration Required):
 - Lane Swim: 10:00 a.m. – 12:00 p.m.
 - Public Swimming: 12:15 p.m. - 5:00 p.m.

Monday, September 6, 2021:

- Upper Canada Musicians Association performances at the Amphitheatre
 - Currently performances are scheduled in the afternoon with the possibility of additional performances in the morning – to be confirmed



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- Prescott Pool Schedule (Pre-Registration Required):
 - Lane Swim: 10:00 a.m. - 12:00 p.m.
 - Aquafit: 12:15 p.m. - 1:00 p.m.
 - Public Swimming: 1:15 p.m. - 4:55 p.m.
 - Lane Swim: 5:00 p.m. - 6:00 p.m.

Alternatives:

None

Financial Implications:

All events are covered within the Operating Budget allocation for 2021.

Attachments:

- None

Submitted by:

Samantha Joudoin-Miller
Manager of Community Services

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| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 23 '21 |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 73-2021

Date: August 23, 2021

From: Samantha Joudoin-Miller, Manager of Community Services

Re: Toll Road Fundraiser by Alzheimer Society Lanark Leeds Grenville

Recommendation:

That Council approve the request from Alzheimer Society Lanark Leeds Grenville to hold a Toll Road Fundraiser on September 25, 2021, from 9 a.m. - 12 p.m. on King Street.

Background / Analysis:

The Town has been approached by the Alzheimer Society Lanark Leeds Grenville with a request to run a Toll Road Fundraiser on September 25, 2021. This type of fundraiser is similar to a boot drive, in which the Society would be stopping vehicles at a specific location and asking the drivers for spare change if they are willing to donate.

The Alzheimer Society Lanark Leeds Grenville is a registered charitable organization and all money raised remains local to support families in the communities living with a diagnosis of dementia.

Alzheimer Society Lanark Leeds Grenville held a toll road fundraiser in Gananoque in September 2020 from 9 a.m. - 12 p.m. and raised \$4,600. They were situated on King St. by the arena with a police vehicle parked onsite to slow traffic. "Special Event" signage was set up onsite and high school students help the Society to earn volunteer hours. The Society believe that the fundraiser was well received and that it helped to raise awareness of this disease that affects so many people.

Alzheimer Society Lanark Leeds Grenville will be running this fundraiser in Gananoque again on September 18, 2021 and will be running one in Perth on September 11, 2021. September is World Alzheimer's Month.



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| Policy / Action Req'd | X | Aug. 23 '21 |
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We are awaiting a response from the OPP for their support in providing a police vehicle onsite for this date of September 25, 2021.

Request Summary:

- **Event:** Alzheimer's Society Leeds Grenville Lanark Toll Road Fundraiser
- **Date:** September 25, 2021
- **Time:** 9 a.m. - 12 p.m.
- **Suggested Location:** King Street (around the medical building area)

Alternatives:

Council could decide to choose an alternative location to hold this type of fundraiser or choose not to approve the request for this type of fundraising event at this time.

Financial Implications:

There are no financial implications to the Town of Prescott for approving this type of fundraising initiative as it will be administered by the Alzheimer Society Lanark Leeds Grenville.

Attachments:

- None

Submitted by:

Samantha Joudoin-Miller
Manager of Community Services



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| Policy / Action Req'd | X | Aug. 23 '21 |
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STAFF REPORT TO COUNCIL

Report No. 74-2021

August 23, 2021

From: Renny Rayner, Fire Chief

RE: Fire Dispatch Service Agreement

Recommendation:

That Council direct staff to extend the current Fire Dispatch Agreement expiring on December 31, 2021, for an additional term of two years.

Background / Analysis:

The Brockville Fire Department provides fire dispatch services to the Town of Prescott Fire Department.

Brockville Council recently passed a motion to enter into an extension of the current dispatch agreement. The new agreement would commence on January 1, 2022, to December 31, 2023.

Financial Implications:

Below are the costs for each year of the two-year agreement. There is annual increase of 2% for the year's 2022, and 2023 respectively.

| Year | Fee |
|------|----------|
| 2021 | \$20,735 |
| 2022 | \$21,150 |
| 2023 | \$21,573 |



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| Policy / Action Req'd | X | Aug. 23 '21 |
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Submitted by:

Renny Rayner,
Fire Chief



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| Information Purposes | X | Aug. 23 '21 |
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| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 75-2021

August 23, 2021

From: Renny Rayner, Fire Chief

RE: United Counties of Leeds and Grenville: Regional Fire Services Review

Recommendation:

For information.

Background / Analysis:

On March 10, 2021, the United Counties of Leeds and Grenville's (UCLG) Review of Municipal Fire Services Report was released. Neighbouring municipal Fire Departments have prepared reports for their respective Council's with little known support for the concept of a regional fire service. Staff recommends that the current Fire Service Delivery Model be maintained.

The Town of Prescott is a separated municipality, which currently provides services to the citizens based on By-Law 28-2014, a By-law to Establish and Regulate Fire and Rescue Service in the Town of Prescott.

Fire Service Agreements currently established with the Township of Augusta and Township of Edwardsburgh-Cardinal are effective at demonstrating how our fire services work together.

The Mutual Aid Plan provides resources to all fire departments in Leeds and Grenville based on running card assignments, specialized equipment, and/or personnel. The County Fire Coordinator administers the plan and is the contact when the Provincial Emergency Operations Centre (PEOC) needs to be notified based on the magnitude of certain incidents.

Prior to COVID-19, Mutual Aid meetings were convened quarterly where reputable vendors were present to provide competitive pricing on personal protective equipment (PPE) and other firefighting items.



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A Tiered Response Agreement is in place with Leeds and Grenville Emergency Medical Services (EMS) to provide first responder services to our residents based on Code 4 (life threatening) incidents. The Fire Departments responds to emergency incidents with the required PPE and medical equipment. Our personnel are trained in First Aid/CPR and can conduct primary and secondary assessments and administer proper intervention techniques to a patient until EMS arrive.

Our Fire Prevention Program meets the provincial guidelines and inspections are conducted on a request or complaint; vulnerable occupancies inspections conducted annually. Prior to COVID-19, the public education program included school visits and community events. Fire Administrator Tracy Day continues to promote Public Education to the public via social media to ensure messaging continues during COVID-19.

The Chief Fire Officers Association of Leeds & Grenville was recently formed. This will assist in developing consistent fire prevention / public education messaging, training initiatives, and identify cost savings on equipment.

Finally, there is the discussion of the “culture” of the fire service. It is a term I have used numerous times since I started in April. The Prescott firefighters are a close-knit group of dedicated people who provide service to the community they are a part of. We work well with our neighbouring departments and have formed strong relationships.

The fire station opened in 2018 and is a state-of-the-art building. The Fire Department will continue to provide personnel with the appropriate level of PPE, equipment, and training to perform and maintain the expected level of service to residents and property owners of the Town of Prescott.

Therefore, it is Staff’s recommendation to continue the current fire service delivery model seeking out opportunities to work collaboratively with our neighbouring municipalities.

Alternatives:

Council could decide to entertain the some or all of the recommendations included in the United Counties of Leeds and Grenville’s (UCLG) Review of Municipal Fire Services Report.



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Financial Implications:

- None

Submitted by:

Renny Rayner
Fire Chief



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| Policy / Action Req'd | X | Aug. 23 '21 |
| Strategic Plan | | |

STAFF REPORT TO COUNCIL

Report No. 76-2021

Date: August 23, 2021

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

RE: Winter Maintenance Operations Survey Results

Recommendation:

That Council direct staff to report back to Council in October with suggested modifications to the policy regarding ploughing of sidewalks and walkways, and the removal of snowbanks between the sidewalk and the road.

Background / Analysis:

Council directed staff to undertake a public survey to obtain feedback on the winter maintenance operations in the Town of Prescott. The following provides a summary of the results of the 131 participants.

93% of respondents lived in Prescott, with the remaining describing themselves as business owners, working in Prescott or a member of staff and Council. Only 2 respondents described themselves as a visitor to Prescott.

83% were satisfied or very satisfied that the Town's snow plowing operations occurred within a reasonable amount of time.

67% were satisfied or very satisfied with salting and plowing of sidewalks and walkways.

81% were satisfied or very satisfied with the salting and snow plowing of local and residential roads.



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54% were satisfied or very satisfied with the removal of snowbanks between the sidewalk and the road.

69% believe the current levels of winter maintenance are appropriate for the Town of Prescott.

73% are satisfied or very satisfied with the overall snow removal operations provided by the Town.

85% of respondents had never contacted the Town about winter maintenance and snow plowing. 12% had contacted the Town once or twice while 3% had contacted the Town multiple times.

86% of those that contacted the Town did so by email, telephone, in-person. 14% of respondents posted on social media.

33% of those that contacted the Town did so because sidewalks were not accessible. 24% contacted the Town due to snow at the end of their driveway, and 19% due to the sidewalks or roads not cleared to their satisfaction. An additional 19% contacted the Town about icy sidewalks or roads, with the remaining 5% due to a delay in snow plowing.

77% rated the Town's communication with the public regarding winter maintenance and operations information as excellent, good or fair. 12% rated it as poor while 11% were unsure.

73% would prefer that the Town communicate its snow maintenance operations with the public through social media.

25% of respondents would like to see an improvement in the frequency of plowing sidewalks. 8% would like to see an improvement in the frequency of plowing the roads, while 19% would like to see an improvement in the frequency of plowing both roads and

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sidewalks. 49% are satisfied with the current frequency of plowing on sidewalks and roads.

32% are willing to support an increase in winter maintenance services with an increase in property taxes. 34% are unwilling to support an increase in winter maintenance services through an increase in property taxes. 34% were neither willing or unwilling.

76% of respondents are satisfied or very satisfied with the overall winter maintenance operations provided by the Town.

Based on the above feedback two areas could use improvement. The first is the removal of snowbanks between the sidewalk and the road while the second is the salting and plowing of sidewalks. These two topics are interrelated. Staff have been working on possible changes to the winter maintenance policies to address these two areas of concern and would like to report back in October for Council's review and consideration. Input from members of Council are asked to be provided by September 24.

Alternatives

Council could decide that additional actions or suggestions on a wider or smaller range of topics be provided.

Financial Implications

- None at this time.

Attachments

- None



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| Policy / Action Req'd | X | Aug. 23 '21 |
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Submitted by:

Nathan Richard
Interim Director of Operations

Submitted by:

Matthew Armstrong
Chief Administrative Officer and Treasurer

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| Strategic Plan | | |

REPORT TO COUNCIL

Date August 23, 2021

Report No. 77-2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Projects Updates – August 2021

Recommendation:

For information.

Background / Analysis:

The intent of this report is to provide an update on the status of approved projects to Council, on a monthly basis.

Transit Pilot Project

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

With a generous in-kind donation, the River Route will use a City of Brockville bus starting from the Box Store transfer location (Super Store) at 5:30 am to take commuters to popular workplaces in Prescott, Augusta, and Edwardsburgh Cardinal in a 2-hour loop for 12 hours each weekday. Stops near Invista, Giant Tiger Distribution Centre, and Ingredion Canada are strategically located to serve large employment areas, although residents will also be able to take advantage of the service for shopping or errands with additional stops at Canada Post in Maitland; Prescott's Independent Grocer and Canadian Tire; as well as the Village Square Mall in Cardinal.

A website (RiverRoute.ca) has been launched where riders can visit for a full list of stop times and locations. The bus will be equipped with a Global Positioning System (GPS), to let riders know the bus location directly from the website so that riders are



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always aware of their wait time. Helpful QR codes will be located at each bus stop for easy access to transit information on a cell phone.

A ride on the River Route costs \$5. Cash payment is accepted when boarding or tickets can be purchased at any of the four partner municipality offices. Books of 10 tickets can also be purchased for \$40. Those taking the bus into Brockville will be able to transfer onto the regular transit system with no additional cost, but a River Route ticket is required if transferring from the regular Brockville transit system to the new County Road 2 route.

Some supporting businesses are making tickets available to their staff directly through their location. Employers are encouraged to reach out to their municipal office if they wish to become ticket sale partners.”

The service will start on August 30, 2021.

Non-Motorized Boat Dock

The non-motorized dock for canoes, kayaks, and paddleboards has been installed in Centennial Park. After reviewing all of the possible spots, the cove just east of the beach was chosen to protect users from the waves and current of the St. Lawrence.

It is a floating dock that is anchored. It is constructed out of aluminum with a plastic material for the surface. These materials will lower the regular maintenance effort required. There is a solar light on the dock to for evening users and a grab bar to assist users in getting on and off their non-motorized boat. The dock will be removed in fall and reinstalled in the spring.

A social media post was released on August 19, 2021, and the feedback to date has been overwhelmingly positive.

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| Strategic Plan | | |



Dibble Street East Reconstruction

The inground works from Vankoughnet to Russell are largely completed. The connections in the intersection of Dibble Street East and Boundary have been completed. The inground work from Boundary to Russell is currently in progress. Once the two ends are connected at Russell then the above ground work will move forward grading and paving. Dibble Street from Vankoughnet to Edward Street will be completed in 2022 as planned.

Active Transportation Project

The shade structures have been ordered for RiverWalk and Centennial Parks. A solar lighting solution has been found that is the same that was used along the Brock Trail in Brockville for the Heritage pathway. We are currently awaiting Parks Canada approval. The bicycle repair stations have been ordered and the repairs to the trail will be made over the next few months.

Alternatives:

- None



| | | |
|-----------------------|---|-------------|
| | | Date Req'd |
| Information Purposes | X | Aug. 23 '21 |
| Policy / Action Req'd | | |
| Strategic Plan | | |

Financial Implications:

All projects are currently within their approved budgeted amounts.

Attachments:

- River Route Postcard
- River Route Flyer

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer



Get Your Ticket to Ride

RIVER ROUTE.CA

BROCKVILLE • AUGUSTA • PRESCOTT • EDWARDSBURGH CARDINAL

**BROCKVILLE
TO CARDINAL**

**6 ROUND
TRIPS/DAY
5:30AM-5:30PM**

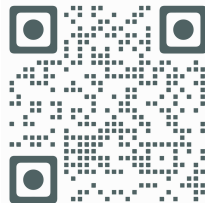
**MONDAY -
FRIDAY**

ONLY



**TO
RIDE**

**VISIT US
ONLINE**



FOR ROUTE AND TICKET DETAILS

Page 49 of 120

DESTINATIONS

BROCKVILLE

Parkdale Ave
Box Store Transfer
North Augusta Rd at
King St

AUGUSTA

Sarah St, Maitland
Invista Plant, Maitland

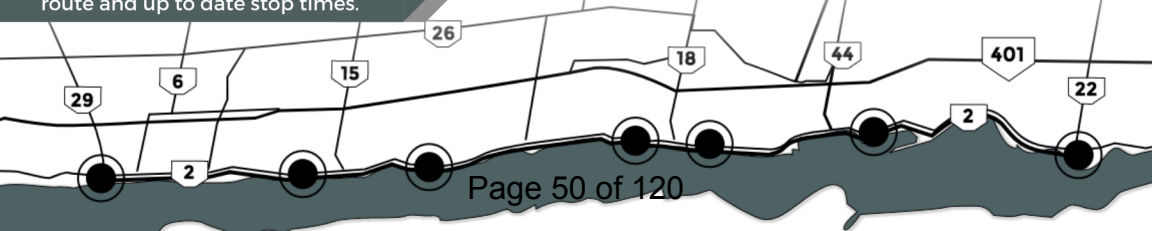
PRESCOTT

King St at Centre St
150 Prescott Centre Drive
Churchill Rd at Edward St

EDWARDSBURGH CARDINAL

Giant Tiger Blvd
South Edwardsburgh
Public School
Cardinal Village Square Mall
Ingredion Canada, Cardinal

Route details are subject to change.
Visit RiverRoute.ca for a detailed
route and up to date stop times.





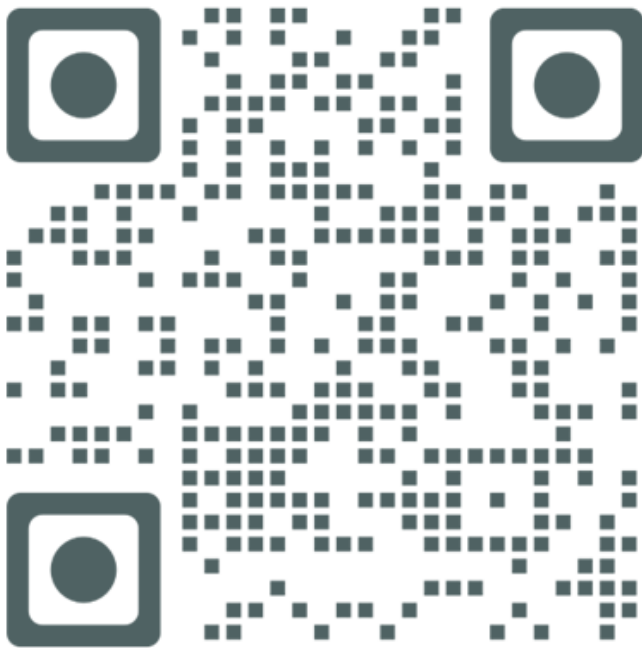
RIVER ROUTE.CA

TRANSIT NOW AVAILABLE TO POPULAR SOUTH GRENVILLE LOCATIONS



VISIT US ONLINE

FOR ROUTE AND TICKET DETAILS



BROCKVILLE TO CARDINAL
MONDAY - FRIDAY
5:30AM - 5:30PM

ONLY \$5 TO RIDE

CASH ACCEPTED UPON BOARDING, TICKET
SALE LOCATIONS AT RIVERROUTE.CA

BROCKVILLE
AUGUSTA
PRESCOTT
EDWARDSBURGH CARDINAL

**WEST
BOUND**

**EAST
BOUND**

Box Stores, Parkedale Ave

BROCKVILLE TRANSIT CONNECTION

PM: 5:30

LAST STOP OF DAY

AM: 5:30|7:30|9:30|11:30 >>>

PM: 1:30|3:30 >>>

North Augusta Rd at King St

<<< AM: 7:25|9:25|11:25

<<< PM: 1:25|3:25|5:25

AM: 5:35|7:35|9:35|11:35 >>>

PM: 1:35|3:35 >>>

Sarah St, Maitland

<<< AM: 7:18|9:18|11:18

<<< PM: 1:18|3:18|5:18

AM: 5:42|7:42|9:42|11:42 >>>

PM: 1:42|3:42 >>>

Invista Plant, Maitland

<<< AM: 7:12|9:12|11:12

<<< PM: 1:12|3:12|5:12

AM: 5:48|7:48|9:48|11:48 >>>

PM: 1:48|3:48 >>>

King St at Centre St

<<< AM: 7:05|9:05|11:05

<<< PM: 1:05|3:05|5:05

AM: 5:55|7:55|9:55|11:55 >>>

PM: 1:55|3:55 >>>

150 Prescott Centre Dr

<<< AM: 6:58|8:58|10:58

<<< PM: 12:58|2:58|4:58

AM: 6:02|8:02|10:02 >>>

PM: 12:02|2:02|4:02 >>>

Churchill Rd at Edward St

<<< AM: 6:54|8:54|10:54

<<< PM: 12:54|2:54|4:54

AM: 6:06|8:06|10:06 >>>

PM: 12:06|2:06|4:06 >>>

Giant Tiger Blvd

<<< AM: 6:49|8:49|10:49

<<< PM: 12:49|2:49|4:49

AM: 6:13|8:13|10:13 >>>

PM: 12:13|2:13|4:13 >>>

South Edwardsburgh
Public School

<<< AM: 6:42|8:42|10:42

<<< PM: 12:42|2:42|4:42

AM: 6:19|8:19|10:19 >>>

PM: 12:19|2:19|4:19 >>>

Cardinal Village Mall

<<< AM: 6:27|8:27|10:27

<<< PM: 12:27|2:27|4:27

AM: 6:27|8:27|10:27 >>>

PM: 12:27|2:27|4:27 >>>

Ingredion Canada, Cardinal

<<< AM: 6:30|8:30|10:30

<<< PM: 12:30|2:30|4:30





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| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 23 '21 |
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STAFF REPORT TO COUNCIL

Report No. 78-2021

Date: August 23, 2021

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

RE: Garbage Bags Update and Options

Recommendation:

That Council direct staff to undertake a public survey to obtain feedback on the various options that could be used to collect waste fees and report back to Council in October for further review and consideration.

Background / Analysis:

From time to time, the Town is made aware of complaints in the quality of the garbage bags that are sold to residents. When this occurs, a social media campaign is undertaken to provide a free exchange for the ripped or damaged bags so that defective bags can be provided to the manufacturer for quality control review. The first social media campaign was conducted in January of 2021. The damaged bags were provided to the manufacturer who investigated the product deficiencies. This resulted in a specific aspect of the manufacturing process being monitored and tested to alleviate the problem in the new batch. The most recent social media campaign was undertaken on August 11. These social media campaigns have reached 5,933 people, were shared 36 times, and have had 873 engagements. Between the two campaigns, there have been less than 10 residents call or email regarding garbage bags and less than 10 residents who have taken advantage of the bag swap.

The Town purchases a years' supply of garbage bags to obtain the best cost per bag.

Given the continued issues with quality with the garbage bags it would be prudent to explore all possible options. This may include, but is not limited to, bag tags, stickers, or continuing with garbage bags but from a different vendor with a proven track record.

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| | | Date Req'd |
| Information Purposes | | |
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The current stock of bags is expected to be sufficient based on current usage to last until the end of this year and early into 2022.

Staff will contact municipalities across Eastern Ontario to determine the process they use to collect waste fees. A public survey could be conducted to obtain feedback from residents as to what options they would like for the Town to consider.

The 2021 Budget financial information for waste collection, disposal, and diversion is provided in the table below.

| Waste Collection, Disposal, and Diversion | Amount |
|--|------------------|
| Revenue | |
| Garbage Bags | \$180,600 |
| Large Item Pickup | 2,500 |
| Recycling Grant | 35,570 |
| Other | 250 |
| Total Revenue | \$218,920 |
| | |
| | |
| Expenses | |
| Waste Collection & Disposal | \$194,200 |
| Waste Diversion | 112,700 |
| Total Expenses | \$306,900 |
| | |

Alternatives

Council could direct staff not undertake a public survey and report back to Council with options.

Financial Implications

- None at this time.



| | | |
|-----------------------|---|-------------|
| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug. 23 '21 |
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Attachments

- None

Submitted by:

Nathan Richard
Interim Director of Operations

Submitted by:

Matthew Armstrong
Chief Administrative Officer and Treasurer

| | | |
|-----------------------|---|--------------|
| | | Date Req'd |
| Information Purposes | | |
| Policy / Action Req'd | X | Aug 23, 2021 |
| Strategic Plan | | |

REPORT TO COUNCIL

Date August 23, 2021

Report No. 79-2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Transfer Payment Agreement – COVID-19 Resilience Infrastructure Stream

Recommendation:

That Council approve the signing of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake by the Mayor and Clerk for \$100,516 to support Active Transportation Rehabilitation and Improvements.

Background / Analysis

At the direction of Council, The Town Prescott submitted an application to the Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream in December of 2020 for the following project in the amount of \$100,516.

Active Transportation repairs and improvements

- Repair and refurbishment of waterfront paths where required (Heritage Trail, along deep-water dock, Centennial Park)
- Solar lighting along waterfront paths where required (Heritage Trail, along deep-water dock, Centennial Park)
- Shade area in Centennial Park with furniture
- Shade area in Riverwalk Park with furniture
- Bicycle parking along waterfront paths where required



| | | Date Req'd |
|-----------------------|---|--------------|
| Information Purposes | | |
| Policy / Action Req'd | X | Aug 23, 2021 |
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- Bicycle repair station(s)

The Town was successful in its application and the application was approved. The attached Transfer Payment Agreement is required to be signed by the municipality which establishes the responsibilities of all parties and allows the funding to transfer.

The shade structures have been ordered for Riverwalk and Centennial Parks. A solar lighting solution has been found and is similar to the one used along the Brock Trail in Brockville for the Heritage pathway. We are currently awaiting Parks Canada approval. The bicycle repair stations have been ordered. The repairs to the trail will be made over the next few months.

Alternatives:

Council could decide to not enter into the agreement however that would forfeit the funding being provided.

Financial Implications:

- None

Attachments:

- Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake - Agreement

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (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 COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

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 COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

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 Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

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 each 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 form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

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 Projects, that:
 - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (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 Projects 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 Projects 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 Projects 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

p.p. Paramjit Kaur, Director
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

CORPORATION OF THE TOWN OF PRESCOTT

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, 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, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“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.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

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

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects 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 each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“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.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (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 in respect of each Project 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 (Interest-Bearing Account) 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 any 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, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“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 any 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 any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“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, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“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 any Project by means of a Contract.

“Total Financial Assistance” means for each Project, 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 each 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 COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a 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 each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each 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 each Project is Substantially Completed on or before December 31, 2022, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

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 each 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 any 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 any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each 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 for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty 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; and
- (c) if the Total Financial Assistance received or due in respect of any 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 any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each 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 Projects. The Recipient will, in respect of each 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 any 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 each 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 each 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.5.6 Revenue from Assets. If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

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 any 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 each 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 each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each 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 any 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, any 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 any Project or Projects.

- 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 each 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) provide to the Province a copy of any of the Recipient's insurance policies that relate to each 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 any 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 any 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 any 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, unless otherwise specified herein. 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.4.2(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 Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from 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 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), 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 any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

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

A.28.0 ABORIGINAL CONSULTATION

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

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

- (a) no site preparation, removal of vegetation or construction will occur in respect of any 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 any 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) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) 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
 - (iii) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any 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

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).

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 **December 31, 2025**.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

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

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

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for each 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.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 Province’s and Canada’s Consent. Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any 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.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

(a) List of Projects

| Project ID | Project Title | Federal Approval Date (MM/DD/YYYY) | Total Eligible Expenditures of the Project (\$) | Canada's Maximum Contribution (\$) | Percentage of Federal Support (%) | Ontario's Maximum Contribution (\$) | Percentage of Provincial Support (%) |
|----------------------|---|------------------------------------|---|------------------------------------|-----------------------------------|-------------------------------------|--------------------------------------|
| 2020-12-1-1472921170 | Active Transportation Rehabilitation and Improvements | 05/03/2021 | \$100,516.00 | \$80,412.80 | 80% | \$20,103.20 | 20% |

(b) Project Description

- (i) Project - Active Transportation Rehabilitation and Improvements, case # 2020-12-1-1472921170.

This project will increase the usage of the waterfront trail and path system that runs from the eastern boarder of the Town.

Project activities consist of repair and refurbishment of waterfront paths (1.5km) where required (Heritage Trail, Riverwalk Park, along deep-water dock, Centennial Park), solar lighting along waterfront paths where required, one (1) shade structure in Centennial Park, one (1) shade structure in Riverwalk Park, four (4) bicycle parking along waterfront paths, and two (2) bicycle repair stations.

The expected output of this project is increased usage of the waterfront trail system by walkers, joggers and cyclists. This is supported by the recreation master plan and the feedback from the community that was done to inform the plan.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient, with respect to each Project, 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 and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year.
- (b) **Claim Reports.** Other than for the Final Payment, once per calendar year, the Recipient will submit a request for payment for Eligible Expenditures, with respect to each 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 and, subject to any other information the Province, at its sole discretion, may require from time to time, 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 in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (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 each 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, for each Project, 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 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 the Province and Canada in section E.1.1, for each Project, 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 December 31, 2022 or any other date with the prior written consent of the Province;
- (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 the date that is 60 Business Days following Substantial Completion;
- (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 A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) 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;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) 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 evaluations in respect of any 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 each 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 each 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 each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any 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 any 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 any 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 any 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 any 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 any 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 any 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 each 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 each 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 each 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 any 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 any 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 any 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 any 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”) in respect of each Project.

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.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, 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 each 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 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) 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 each 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 each 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 Sub-schedule “C.1” (Project Description and Financial Information).

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 of Funds).

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 any Project’s Substantial Completion.

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 60 Business Days following the Substantial Completion of any Project.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each 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 each 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” (General Terms and Conditions), 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 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) 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 any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any 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).

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REPORT TO COUNCIL

Date August 23, 2021

Report No. 80-2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Investing in Canada Infrastructure Program – Green Stream Intake 2

Recommendation:

That Council direct staff to prepare and submit an application for the replacement of the Water Tower, to the Investing in Canada Infrastructure Program: Green Stream.

Background:

“The Green stream includes up to \$7.12 billion in combined federal, provincial and other partner funding over 10 years for projects across three federal sub-streams that advance outcomes associated with climate change mitigation, environmental quality and disaster mitigation.

This intake will provide up to \$240 million in combined federal and provincial funding and will prioritize drinking water projects that address critical health and safety issues associated with water infrastructure under the Environmental Quality sub-stream. Projects under this intake are subject to a \$5 million funding cap for total eligible costs.

Out of the \$240 million funding envelope, there is approximately \$24 million set aside for First Nation applicants as a designated funding carve- out. This ensures a protected minimum funding amount for First Nation communities to balance community needs and priorities.”

“Eligible projects under this intake must meet the following federally determined project outcome:

- *Increase access to potable water*

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This funding intake is a competitive process. Funding approval is not guaranteed.”

This funding is available to municipalities with a population of 100,000 or less based on the 2016 Statistics Canada Census data.

“A project must include a capital component. A project may also include pre-construction planning and design work; however, planning and design work are not eligible as stand-alone projects, and all costs associated with preparing the application (including feasibility studies or preliminary design/engineering work) are ineligible for funding and should not be included in the scope or financials of the application. Operational costs are also ineligible. The application must include a clearly defined scope of work in order to enable a comprehensive assessment of the project (financial, technical, risk, etc.). For example, an application must clearly define how the project will increase access to potable water, address existing health and safety issues/risks and the construction activities that will be undertaken to address the issue.”

Eligible assets include, *“Drinking water assets (e.g. treatment plants, reservoirs, local pipes including the distribution system watermain and the municipal portion of service lines, pump stations)*

Note: Projects can include an optimization and/or performance reviews as part of a capital project on the above asset types.

Note: Projects that rehabilitate or replace eligible infrastructure are eligible up to \$5 million in total eligible costs.”

“Ineligible project types:

• For this intake, ineligible project types include:

- *Wastewater or stormwater projects, unless they are having a direct and immediate impact on water potability in the community (e.g., rehabilitation is necessary to address cross-contamination).*
- *Expansion projects that extend water services into un-serviced or partially serviced areas.*
- *Projects that increase system capacity to accommodate population growth or commercial and industrial development (e.g. expansion).*

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- *Assets that are located on private land (e.g. campgrounds)*
- *Private hookups of water systems to municipal infrastructure*
- *Flood management control works:*
- *This includes dams, dykes, construction of swales, berms, retention ponds, constructed creeks and planting native and perennial crops facilitating absorption of runoff.*
- *“New Build” projects:*
 - o *A project where some or all of the construction is adding/reconstructing some portion of the drinking water system could be eligible (e.g., lengthening an existing watermain, replacing a portion of the watermain with a line of a larger diameter) so long as the application demonstrates that the purpose of the project is to address an existing health and safety issue. Projects that are determined to have an objective of increasing capacity for residential or commercial end users will not be eligible for funding. This includes new private hookups to municipal infrastructure.*
- *Projects receiving funding through Indigenous Services Canada for the purposes of addressing a boil water advisory are not eligible for ICIP funding under this intake.”*

Other project criteria are as follows:

- *“Imminent health and safety risks: The intention of this intake is to focus on imminent, critical health and safety risks. Projects that are preventative in nature or forward-looking are not as likely to assess well compared to others.*
- *Project cap: This intake is for projects that have a total eligible cost (including contingency) of \$5 million or less. Applicants must scope their project to reflect a project that is aligned with this maximum. Work that represents costs in excess of \$5 million should not be part of the application for funding.*
- *Project start by September 30, 2022: As this intake is targeting projects addressing imminent health and safety risks, there will be a need and focus on allowing for*



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projects to move quickly. Subject to obtaining federal approvals, projects must start work (which could include design/engineering) after federal approvals (anticipated to be received latest by June 30, 2022) and no later than September 30, 2022.”

Each applicant can submit a maximum of one project submission for this intake. Joint applications are available, however both parties have to be financial contributors to the project. Projects must be started no later than September 30, 2022 and completed by October 31, 2026. The funding provided is cost shared by 40% by the Federal Government, 33.33% of the Provincial Government, and 26.67% by the Municipality.

Applications are due on September 9, 2021.

Analysis:

The Prescott Water Tower was inspected in 2017 as part of the asset management evaluation and data gathering program. At that time, the report concluded that a planned replacement of the water tower would be prudent in the next 5 years. The estimated cost for a new water tower including the applicable site and infrastructure work is in the \$3,000,000 to \$3,500,000 range.

As a high-cost asset that is at the end of its useful life, it would appear that replacement of the water tower would fit well with the guidelines provided for this intake.

The Town of Prescott submitted an application for this project under Intake 1 of this infrastructure program which was highly oversubscribed. The application was not successful under intake 1.

Subsequently the Joint Land Needs and Service Delivery Study undertaken with the Township of Augusta, has identified that the current elevated storage tank in Prescott with a rated capacity of 2,270 m³ is under the current needs of 3,860 m³. Water storage requirements is the sum of system equalization, plus fire storage, plus emergency storage.

The estimated cost to replace the current water tower with one that addresses the current deficiency is estimated to cost \$5,000,000 to \$6,000,000.

Staff is currently working with EVB Engineering to prepare a total project cost which includes the construction of the new water tower, decommissioning of the existing water



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tower, engineering, geotechnical costs, and adequate contingency to cover the unknown items at this time. This information will be incorporated at part of the application.

The maximum eligible costs for this grant are \$5,000,000 which would equate to maximum grant of \$3,666,500. We will be working collaboratively with the Township of Augusta with the aim of submitted a joint application for this project.

Alternatives:

Council could decide not to proceed with an application to this funding stream at this time.

Financial Implications:

- None

Attachments:

- None

Submitted by:

Matthew Armstrong
Chief Administrative Officer & Treasurer



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STAFF REPORT TO COUNCIL

Report No. 81-2021

Date: August 23, 2021

From: Matthew Armstrong, Chief Administrative Officer & Treasurer

RE: Insurance Coverage Review

Recommendation:

That Council direct staff increase liability coverage from \$20,000,000 to \$25,000,000 and add earthquake and flood coverages for buildings to the Town of Prescott insurance policy.

Background / Analysis:

The Town undergoes a yearly review of insurance coverages, which coincides with the renewal of the insurance policy on August 29, 2021. In the course of this year's review, three coverages were recommended to be enhanced or added to the Town's overall insurance policy.

The Town currently has a general liability limit of \$20,000,000 per claim with no aggregate. The deductible is \$10,000 per claim. There have been some payouts that have been in excess of \$20,000,000 in Ontario and across Canada. An increase to the coverage to \$25,000,000 can be obtained at a cost of less than \$2,500 per year.

It was also identified that the Town does not currently have coverage for damage to buildings in the event of an earthquake or flood.

The most significant building that is at risk of flooding is the Water Treatment Plant. The high waters on the St. Lawrence River in 2017 and 2019 were on the verge of causing damage to the Water Treatment Plant due to its location. The cost to add flood coverage to the policy is \$3,171 with a \$25,000 deductible.

There has been increase in earthquake activity nearby in the Ottawa and Cornwall areas over the last several years. The Town does not currently have coverage for



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damage to buildings caused by earthquakes. The cost to add earthquake coverage to the policy is \$6,341 with a deductible of \$100,000.

Alternatives

Council could direct staff to not proceed with the increase in liability coverage or the additional insurance coverage for earthquake and flood damage to buildings at this time.

Financial Implications

To increase liability coverage from \$20,000,000 to \$25,000,000 would cost less than \$2,500. Given the insurance payouts seen in the municipal environment it would be prudent to increase the maximum liability coverage to \$25,000,000 against the possibility of a large payout.

The cost to add earthquake insurance coverage with a \$100,000 deductible is \$6,341. The cost to add flood insurance coverage with a \$25,000 deductible is \$3,171.

The three coverage enhancements would cost approximately \$5,000 for the remainder of 2021, with an annual increase of approximately \$12,000. The 2021 cost increase can be absorbed by the operating budget through savings that have been derived elsewhere.

Attachments

- None

Submitted by:

Matthew Armstrong
Chief Administrative Officer and Treasurer

**THE CORPORATION OF THE
TOWN OF PRESCOTT**

BY-LAW NO. 39-2021

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE COUNCIL
MEETING HELD ON AUGUST 23, 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 23rd DAY OF AUGUST, 2021.

Mayor

Clerk