

AGENDA REGULAR MEETING OF MUNICIPAL COUNCIL

Monday, March 31, 2025, 6:30 PM Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

1. Call to Order

2. Indigenous Land Acknowledgement Statement

As we gather, we are reminded that the Township of Edwardsburgh Cardinal is situated on traditional territory of Indigenous peoples dating back countless generations, which is rich in history and home to many First Nations, Métis and Inuit people today.

As a Township, we have a responsibility for the stewardship of the lands on which we live, work and play, and today, this meeting place is still home to Indigenous people, and we are grateful to have the opportunity to work on and call this land home.

3. Approval of Agenda

4. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

5. Delegations & Presentations

- a. South Grenville Bluegrass Festival 10th Anniversary Edition Lisa Pigeau Community Grants & Donations
- South Dundas United Football Club Phillip Blancher Community Grants & Donations
- c. CIP Virtual Presentation NGP Planning Solutions
- d. Potentia Renewables Inc.

6. Consent Agenda

Items listed under Consent Agenda are considered routine or no longer require a further discussion and are enacted in one motion. The exception to this rule is that a Member may request that one or more items be pulled for discussion and voted on separately.

- a. Special Council February 24, 2025 [See item 7.a]
- b. Regular Council February 24, 2025 [See item 7.b]
- c. Public Library Board January 28, 2025 [See item 9.a]
- d. Port Management Committee February 18, 2025 [See item 9.b]
- e. Committee of the Whole Administration and Operations Budget Meeting #3 February 20, 2025 [See item 9.c]
- f. Public Library Board February 25, 2025 [See item 9.d]
- g. Committee of the Whole Community Development March 3, 2025 [See item 9.e]
- h. Committee of the Whole Administration and Operations March 10, 2025 [See item 9.f]
- i. 2024 Stormwater Management Annual Report [See item 10.a]
- j. 2024 Prescott Annual Drinking Water System Report [See item 10.b]
- k. Renaming Municipal Asset Application Cardinal Public Works Garage [See item 10.c]
- I. Pre-Budget Approval Johnstown Play Structure [See item 10.d]
- m. Award Johnstown Pool Piping [See item 10.e]
- n. Award Dust Suppressant Tender [See item 10.f]

o. Award Crushed Rock Tender [See item 10.g]

7. Minutes of the Previous Council Meetings

- a. Special Council February 24, 2025 CONSENT
- b. Regular Council February 24, 2025 CONSENT

8. Business Arising from the Previous Council Meeting (if any)

9. Committee Minutes

- a. Public Library Board January 28, 2025 CONSENT
- b. Port Management Committee February 18, 2025 CONSENT
- c. Committee of the Whole Administration and Operations Budget Meeting #3 February 20, 2025 CONSENT
- d. Public Library Board February 25, 2025 CONSENT
- e. Committee of the Whole Community Development March 3, 2025 CONSENT
- f. Committee of the Whole Administration and Operations March 10, 2025 -CONSENT

10. Action and Information Items from Committees

- a. 2024 Stormwater Management Annual Report CONSENT
- b. 2024 Prescott Annual Drinking Water System Report CONSENT
- c. Renaming Municipal Asset Application Cardinal Public Works Garage CONSENT
- d. Pre-Budget Approval Johnstown Play Structure CONSENT
- e. Award Johnstown Pool Piping CONSENT
- f. Award Dust Suppressant Tender CONSENT
- g. Award Crushed Rock Tender CONSENT
- h. 2025 Port of Johnstown Budget
- i. Township/Port of Johnstown Surplus Sharing Policy
- j. 2025 Township Consolidated Budget
- k. Award Dewitt Richter Culvert Replacement
- I. Rideau St. Lawrence Distribution Shareholder's Agreement

11. Correspondence

12. Municipal Disbursements

13. By-laws

- a. Port of Johnstown Non-Union Personnel Policy and Employee Guide
- b. Port of Johnstown Accessibility Plan
- c. Port of Johnstown Delegation of Authority Policy
- d. Municipal Alcohol Policy
- e. 2025 Budget Bylaw

14. CAO's Administrative Update

- 15. Councillor Inquiries or Notices of Motion
- 16. Member's Report
- 17. Question Period
- 18. Closed Session
- 19. Confirmation By-law

20. Adjournment







The South Grenville Bluegrass Festival

Rooted in Spencerville, Grown in Bluegrass

A 10-Year Celebration of Sound and Spirit



From a Dream to a Destination South Grenville's Bluegrass Journey

- 2014 Our debut year! 🜠 11 regional bands and a whole lotta heart.
- **2015** We kept the tunes rolling with 8 incredible bands. Small but mighty!
- 2016 We broke through! Pirst U.S. headliner: Allen Mills & Lost and Found.
- 2017 8 regional bands + 2 U.S. headliners! Plus... Carson Peters' first Canadian festival! CA
 - 2018 We went BIG with 3 U.S. headliners!
 - 2019 A stacked lineup: 8 regional bands + 3 U.S. headliners—the fans were LOVIN' it!
 - 2020/2021 Well... yeah. COVID happened. 😌 But we weren't down for long!
 - - 2023 Record-breaking attendance and the field was rockin'!
 - 2024 Bigger and Better! 🗱 Featuring true Bluegrass Legends on our stage.
 - 2025 🥕 10th Anniversary We've officially reached new heights
 - and there is no stopping now!

Big Dreams, Banjo Strings

– and a Whole Lot of Local Pride!Fueled by Community, Tuned by Teamwork





2024 South Grenville Bluegrass Festival Organizing Committee

Edwardsburgh/Cardinal An Ideal Township for a Bluegrass Festival

"Great opportunity to take in Spencerville. Love that we can walk

to stores. Great showers and facilities".

-From Festival Comment Cards



Safe community for families to enjoy time together

Walking distance to supplies and restaurants

Attractions such as the Mill/Museum historical buildings and trails

Many service clubs and churches

Library

The Heart of the Festival: Our Volunteers

- Volunteers are the foundation of the South Grenville Bluegrass
 Festival—no amount of planning can replace their passion and dedication.
- Hundreds of volunteers have contributed thousands of hours to support safe and smooth festival operations.
- Key roles include logistics, administration, security, stage setup, parking, workshops, and more.
- High school students earn volunteer hours while gaining experience and giving back to the community.



Economic Impact in Leeds and Grenville of the South Grenville Bluegrass Festival

Total Visitor Spending

2019	\$ 147,945
2013	7 1 1 7 7 3 1 3

2022 \$144,508

2023 \$160,898

2024 \$184,966

Labour Income

2019	Ş53,806
	455,555

2022 \$52,601

2023 \$57,661

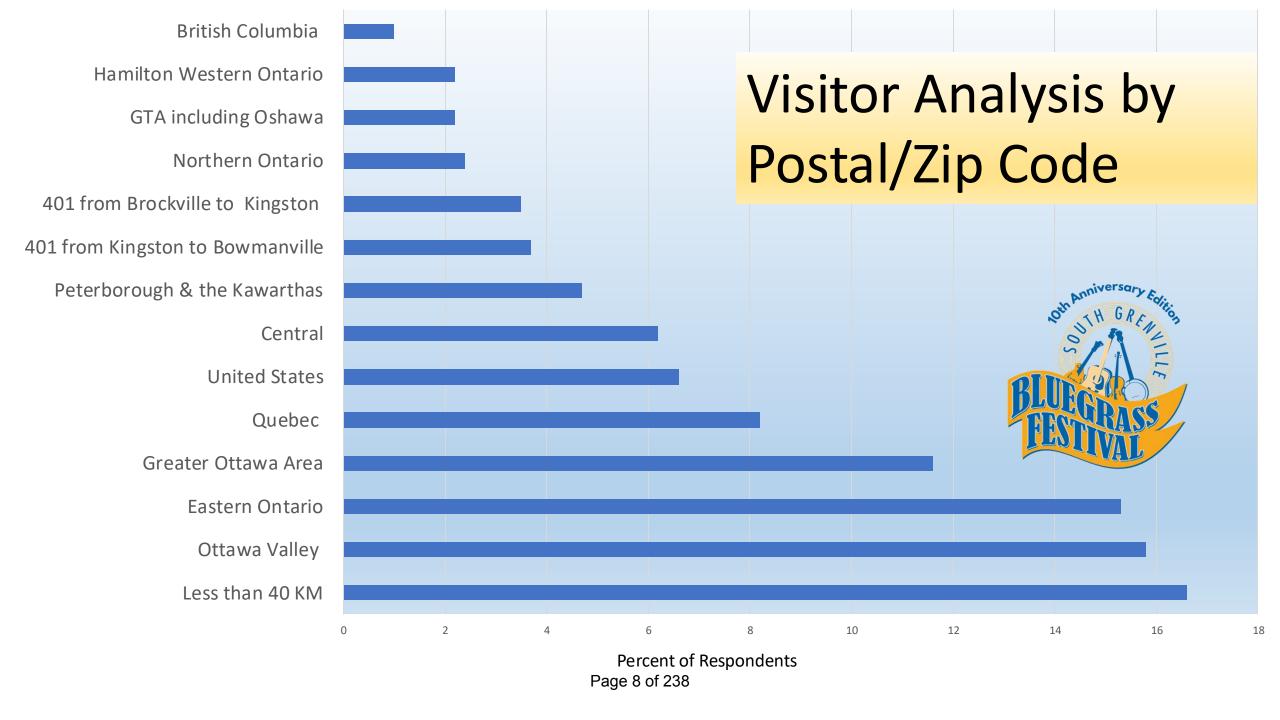
2024 \$68,076

Total \$635,317

Total

\$232,144







Festival Patrons



"Perfect as is"



"This is the best festival in Ontario!"



"Keep doing it like you are."



"Very well-run festival. Thank You!"



"Loved it. The talent is amazing"



-From Festival Comment Cards



Honouring Tradition, Inspiring the Future

We believe the future of bluegrass lies in mentorship, community, and shared experience



The Headliners for 2025

















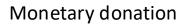
Website promotion

Showers

Garbage









We want you to attend to see the jewel that is the SGBF



Use of the Arena for a "Vendor's Hall"



Page 12 of 238

Edwardsburgh Cardinal Community Improvement Plan (CIP)

March 31, 2025





Agenda



Project Team Overview



What is a CIP?



Purpose of this Project



Engagement Plan &

Timeline





Project Team Overview

Project Advisor – Mary Lou Tanner, President at NPG Planning Solutions

Project Manager – Denise Horne, Manager of Heritage & Policy Planning at NPG Planning Solutions

Project Support – Lichheng Lim , Intermediate Planner at NPG Planning Solutions

Project Support – Isabella Brioso, Planner at NPG Planning Solutions

Housing Advisor – Tim Welch, Principal at TWC

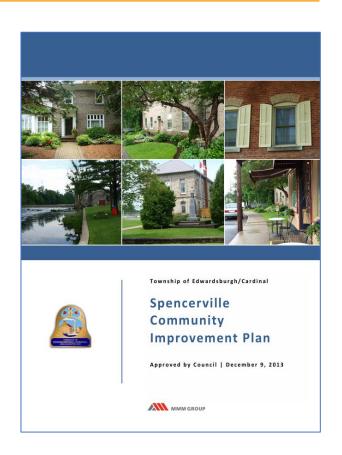
Housing Consultant – Mia Trana, Housing Consultant at TWV





What is a CIP?

- CIPs are permitted under Section 28 of the *Planning*
 Act
- A CIP identifies the overall vision, initiatives and tools available to achieve its vision for the area.
- Once a CIP is established, a municipality can provide financial incentives in support of its CIP policy goals, such as to increase affordable housing supply







Existing CIPs

Village of Cardinal CIP

- Façade and property improvement program
- Heritage property improvement program
- Downtown housing improvement program
- Tax increase-based equivalent rebate program
- Application and building permit fees refund program
- Project Feasibility Program

Spencerville CIP

- Façade and property improvement program
- Heritage property improvement program
- Downtown housing improvement program
- Tax increase-based equivalent rebate program
- Application and building permit fees refund program





Purpose of this Project

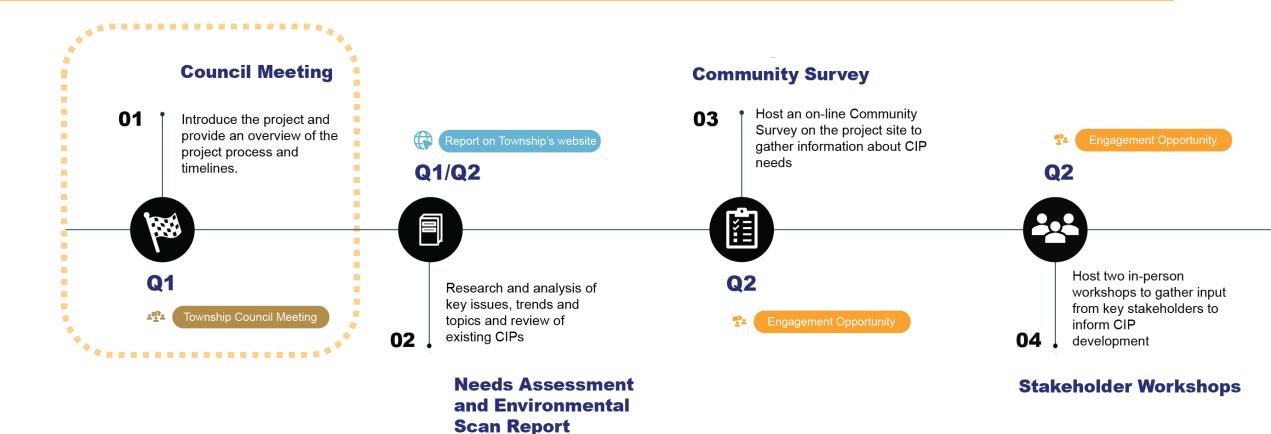
- Review of existing CIP Programs and incentives
- Review CIP Area boundary
- Consider incentives for investments and improvements in the downtown areas and the creation of affordable and attainable housing.







Engagement Plan & Timeline







Engagement Plan & Timeline

Draft Community Improvement Plan

05

Prepare draft CIP, including policies, incentive program recommendations, implementation plan and evaluation criteria



Q2





Q2



Presentation for Council and the public providing an overview of the recommendations for the CIP

Council Meeting - Draft CIP Update

Public Meeting

Presentation for the public providing an overview of the CIP and recommendations



Q3

Public Meeting

Engagement Opportunity



Q3



08

The final CIP will be presented to Council for adoption

Council Meeting - Adoption of CIP





Thank you. Questions?





TWP EC

Township of Edwardsburgh Cardinal Community Improvement Plan

Engagement Plan

Purpose of Project: NPG Planning Solutions Inc. is working with Tim Welch Consulting Inc. and the Township of Edwardsburgh Cardinal to review the Township's existing Community Improvement Plans and programs and to consider additional programs related to the provision of affordable housing.









Skyview 2 BESS

Township of Edwardsburgh Cardinal Council Delegation

March 31, 2025

Potentia Page 23 of 238 Change Continue Page 23 of 238 Page 24 of 238 Page 25 of 238 Page 25 of 238 Page 26 of 238 Page 26 of 238 Page 27 of 238



About Potentia

Potentia

- ◆ Canadian Owned. 100% Canadian-owned, fully integrated developer, owner and operator of renewable energy and storage assets.
- ♦ Well Capitalized Ownership. Wholly-owned subsidiary of Power Corporation of Canada.
- ◆ Strong Operating Portfolio. Owner and operator (either directly or through affiliates) of over 1.5 GW of renewable energy assets in Canada and the U.S.
- ◆Future Growth Path.2 GW of development projects to secure future growth.
- Diverse Funding SourcePotentia and its direct parents established the Power Sustainable Energy Infrastructure Partnership Fund, which has over \$1.8BB of committed capital from its partners. Additionally, Potentia has raised in excess of \$1BB in project financing facilities since 2018.



Potentia is a leading Canadian renewable energy provider, with a full suite of capabilities



Origination & Development

One of the most active Canadian developer with 1GW of projects that have reached COD in the last 5 years

Secured 1 GW (gross) of projects to be constructed over the next 3 years



Procurement & Construction

Managed over \$5bn in CapEx in the last 5 years



M&A & Financing

Raised over \$1B of debt financing in the last 5 years through various banks and institutions

Acquired 1GW of operating projects in the US in the last 24 months



Asset Mgmt & Operations

1.5 GW currently under management

Skilled operations team with strong footholds in AB, SK, ON and NS, maintaining both BOP/HV and PV systems



1.8 GW in Assets Under Management



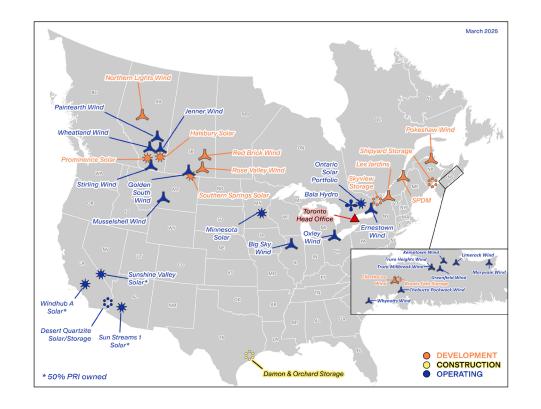
1,274 MW



 $\underset{Solar}{601MW}$



5 MW Hydro





Project Overview

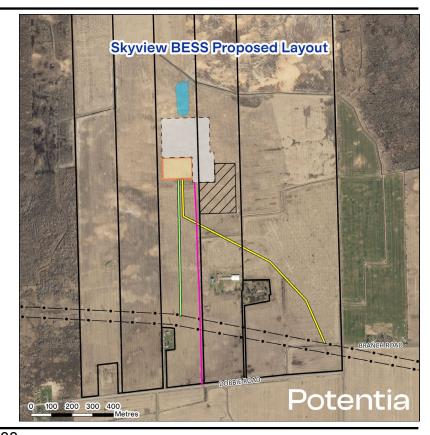


Skyview 2 BESS – Overview & Map

Canada's largest contracted energy storage project, Skyview was awarded a Capacity Contract through the IESO's LT1RFP

- ♦ Owners: Potentia and Algonquins of Pikwakanagan First Nation
- ◆ Capacity: 411Megawatts (1,560+ Megawatt -hours)
- Preferred Technology Manufacturer : e-Storage (Canadian Solar)
- → Technology: Lithium -ion (LFP) Battery Facility
- ♦ Number of Battery Units : 387
- ♦ Number of Battery Units for Augmentation : approx. 107







Skyview Visual Rendering





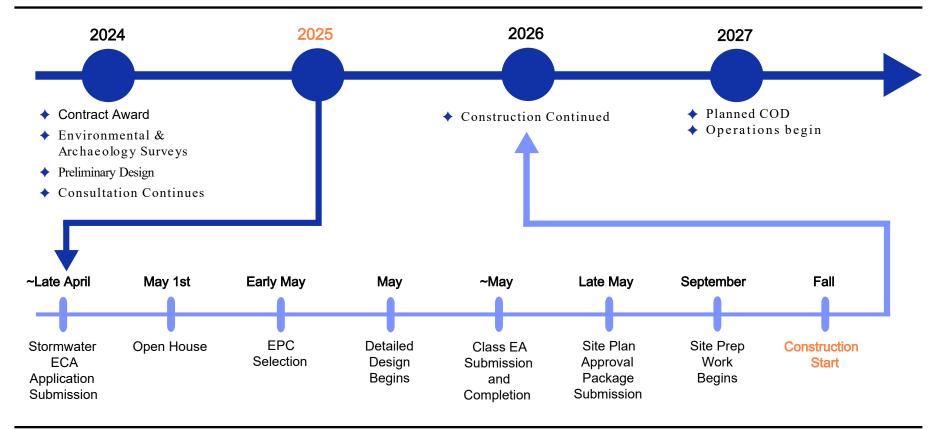






POTENTIA

Skyview Development Plan





Major Permits Summary

Class Environmental Assessment for Transmission Facilities

(MECP)

- ◆ A Class Environmental Assessment is required to evaluate potential impacts related to transmission infrastructure and surrounding site.
- ♦ Assessment is well underway; consultation and completion is expected in May.

Stormwater
Environmental
Compliance Approval
(MECP)

- ◆ Provincial approval of the stormwater management system, which addresses management of stormwater water across the site, confirming sufficient treatment and water balance.
- ◆ Stormwater design almost completed; preliminary design shared with CA, municipality, and MECP for comment.
- ◆ Submission expected in late April.

Site Plan Approval

(Township of Edwardsburgh Cardinal)

- ◆ Approval for site design, addressing compliance with local zoning and municipal planning standards.
- ◆ Consultation and design work underway for the Site Plan application.
- ◆ Submission expected by the end of May.



Environmental Assessments

Assessment	Purpose	Status
Natural Heritage Assessment	Evaluates the current conditions of the air; groundwater; surface water; terrestrial and aquatic species and habitat; and Species at Risk.	Complete
Archaeological & Cultural Heritage Assessment	◆ Evaluates the presence of archaeological and cultural heritage resources.	Archaeology complete, no findings Cultural heritage ongoing
Environmental Assessment	♦ Assesses the effects of the Project on Natural and Cultural heritage, Indigenous communities, and Local communities; including mitigation to mitigate impacts.	Ongoing
Stormwater Management	Assesses the impact of proposed developments on stormwater flow and provides a proposed design to confirm that the design meets the requirements of the MECP Stormwater guidance manual and approvals requirements.	Ongoing



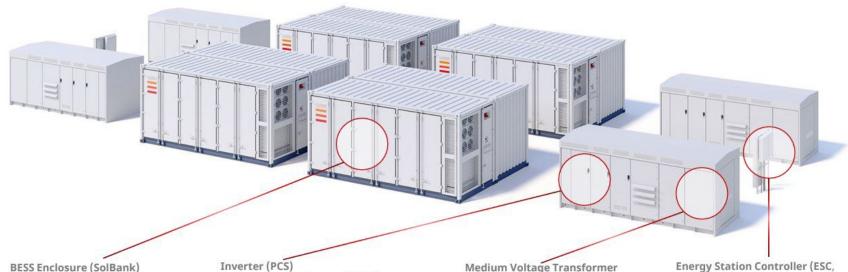
Other Studies, Reports, and Plans

Study, Report or Plan	Purpose	Status
Noise Impact Assessment	◆ Analyzes potential noise emission from the project and ensures compliance with the Environmental Activity and Sector Registry (EASR) under Ontario's Ministry of the Environment, Conservation and Parks (MECP) regulations and guidance documents.	Draft
Geotechnical Report	 Assesses soil stability and geological conditions for construction suitability. 	Complete
Land Use Assessment	Examines current land use and community implications.	Underway
Emergency Response Plan	 Outlines response protocols for potential emergencies or incidents. 	Draft
Hazard Mitigation Analysis	Identifies potential hazards and strategies to mitigate associated risks.	Draft
Air/Gas Dispersion Study	 Examines potential impacts of air and gas emissions on surrounding areas. 	Underway
Decommissioning Plan	 Details procedures for safe removal and restoration at project end-of-life. 	Draft



Battery System Overview

Skyview will store energy when it is most plentiful and provide it back to the grid during period of peak demand.



auxiliary system to maintain

LFP battery, integrated BMS, performance and safety of the product

Convert power between AC-DC for charging and discharging, with integrated battery controls and grid support functionalities PE PCSM Freemag Multi PCSM GEN3 4200KVA, 34.5KV

Medium Voltage Transformer (MVT)

Skidded with PCS or separated. Step up for interconnection with the grid

part of EMS)

Monitoring equipment status onsite and optimize power commands between different PowerBlocks.

26



Technology: Why Battery Chemistry Matters (LFP vs. NMC)

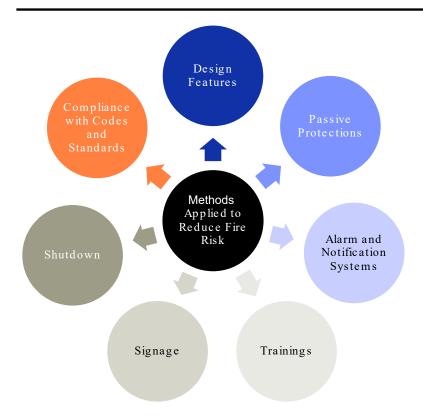
Not all batteries are the same. The type of lithium battery used—**LFP** vs. **NMC**—has a major impact on system safety, lifespan, and environmental footprint.

Aspect	3 Li Lithium 6.941 26 Fe Iron 55.845 15 Phosphorus 30.974	Nickel S8.693 28 Nickel S8.693 25 Nanganese S8.693 27 Cocobalt 58.933	
Safety	Very stable, low fire risk — ideal for public and emergency settings.	Higher fire risk due to thermal runaway under stress.	
Lifespan	Lasts longer with more charge cycles.	Shorter lifespan; more frequent replacements.	
Environmental Impact	No cobalt or nickel —more ethical and sustainable.	Uses cobalt/nickel —linked to environmental and supply chain concerns.	
Energy Density	Lower —requires more space.	Higher —more compact storage, but with trade - offs.	

Source: https://www.sciencedirect.com/science/article/pii/S2950264024000078



Methods Applied to Reduce Fire Risk



- Incorporate passive protections such as battery spacing, adequate venting and non -combustible oils
- EMS provides voltage, current and temperature alarms
- Engaged industry leading consultant ESRG to provide in depth plans and reports, including ERP and HMA
- Training has been conducted with the fire chief, with ongoing commitment to further engagement and training
- Fire suppression measures, such as the implementation of a water tank, have been integrated into the project design

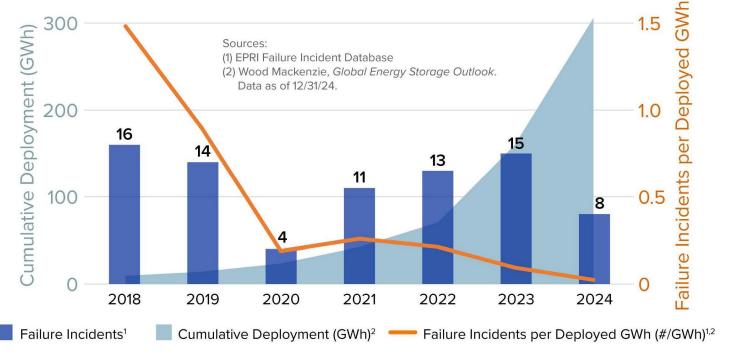


e-STORAGE
A subsidiary of Canadian Solar



Global Grid-Scale Storage Deployment and Failure Statistics

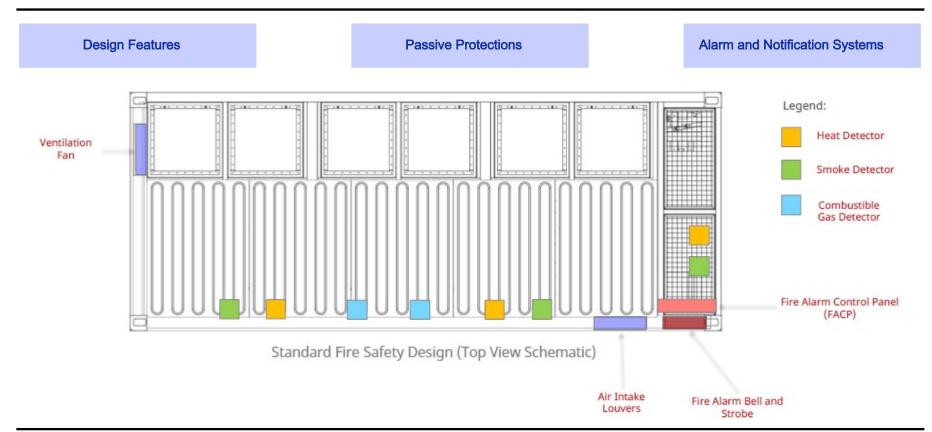
"The failure rate dropped by 98% from 2018 to 2024 as lessons learned from early failures have been incorporated into the latest designs and best practices."







SolBank 3.0 Safety Features



POTENTIA Page 38 of 238



Consultation with Stakeholders

- ♦ Since Project inception, we have consulted and engaged with various stakeholders, including but not limited to the landowners adjacent landowners, the local municipalities, conservation authority, provincial agencies (e.g. MECP), IESO, HONI, and other interested persons and local organizations.
- ◆ During the IESO ELT1RFP process, the Project hosted an in-person open house on November 7, 2023, and a virtual open house via Zoom on December 11, 2023, and materials from both open houses were posted to the project website:

 https://www.potentiarenewables.com/our-portfolio/skyview-2-bess-project/.
- → Project updates are always provided on the Project website so the public can stay up to date with the latest news and progres
- ◆ To ensure broad awareness of the Class EA initiation, a Notice of Commencement (NOC) was shared through multiple outreach methods, including direct mail to approximately 1,000 households near the Project site (Canada Post's Cardinal PO Route 1 and Spencerville PO Routes 3 and 4), targeted mail or email to adjacent landowners, municipalities, and relevant provincial and federal agencies, and publication in two local newspapers: South Grenville Beacon and Brockville Recorder & Times.
- ♦ We are currently planning for a second in person open house, which will take place on May 1, 2025, and notices for the open house will be distributed via Canada Post mail route drops, posting in the two local newspapers, direct mail and email invitations to stakeholders, and posting on the Project website.
- ♦ On March 28, we also facilitated an online training session for the local Fire Chief, delivered by ESRG —an industry-leading consultant specializing in BESS fire safety and emergency preparedness, and a recognized expert in managing and mitigating fire risks associated with battery energy storage systems.



Consultation with Indigenous Communities

♦ The Project has been in consultation with five Indigenous communities since the IESO E -LT1RFP preparation:











Huron -Wendat First Nation (DTC)

Algonquins of Ontario (DTC)

Algonquins of the Pikwakanagan First Nation (DTC)

Mohawks of the Akwasasne

Mohawks of the Bay of Quinte

- ♦ The Project provided key updates to the Indigenous communities throughout development:
 - ♦ Contracted award from IESO in November 2023
 - ♦ Invited Indigenous communities to join the fish habitat survey (September 2024) and the archeological assessment (November 2024)
 - ♦ Initiated the Class EA and sent a Notice of Commencement (NOC) in February 2025
 - ♦ Provided the Natural Heritage Study and Stage 1 and 2 Archeological Assessment to the communities for review in February 2025 and received their feedback in March 2025



Community Benefits

As long-term owners and operators we pride ourself on cultivating strong relationships with the communities we work within. We understand proactive consultation and engagement are integral components of a successful project.

Resilient Electricity

The Project will increase electrical capacity enabling future sustainable economic growth throughout eastern Ontario.

Local Employment

Jobs created during construction will include those related to land surveying, road construction, concrete and aggregates supply, equipment installation, electricians and substation construction and testing to name a few.

Property Tax

Over the course of its life span, the Project will be a source of significant and reliable contributions to the Municipality's tax base while requiring minimal municipal services. The Municipality can use the increased tax revenue to fund roads, schools and improve municipal services.

Community Benefit Fund

In consultation with the Township of Edwardsburgh -Cardinal, Skyview 2 BESS will create a community benefit fund that will provide \$300,000 a year for over 20-years.

GHG Reduction

The Project will also help to reduce Ontario's emissions by limiting the need to run natural gas generators during times of peak loads.



Q&A

Potentia Page 42 of 238 Page 42 of 238



Thank you!

Potentia Page 43 of 238 Page 43 of 238

MINUTES

SPECIAL MUNICIPAL COUNCIL

Monday, February 24, 2025 5:00 PM

Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

PRESENT: Deputy Mayor Stephen Dillabough

Councillor Joe Martelle Councillor Waddy Smail Councillor Chris Ward

REGRETS: Mayor Tory Deschamps

STAFF: Sean Nicholson, CAO

Jessica Crawford, Treasurer

Candise Newcombe, Deputy Clerk Natalie Charette, Interim Clerk

1. Call to Order

Deputy Mayor Dillabough called the meeting to order at 5:02 p.m. and noted the Mayor's absence.

2. Approval of Agenda

Decision: 2025-035

Moved by: C. Ward
Seconded by: J. Martelle

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

None.

4. Question Period

None.

5. Closed Session

Decision: 2025-036

Moved by: C. Ward
Seconded by: J. Martelle

THAT Municipal Council proceeds into closed session at 5:03 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Approve the Minutes of Closed Session dated January 13, 2025.
- Section 239(2)(d) Labour relations or employee negotiations; Specifically: Union Negotiations Update.

Carried

- Section 239(2)(c) A proposed or pending acquisition or disposition of land a. by the municipality or local board; Specifically: Approve Minutes of Closed Session dated January 13, 2025.
- b. 239(2)(d) Labour relations or employee negotiations; Specifically: Union **Negotiations Update**

Decision: 2025-037 Moved by: C. Ward Seconded by: J. Martelle

THAT the closed meeting of Municipal Council does now adjourn and the

open meeting does now resume at 5:38 p.m.

Carried

6. **Report Out of Closed**

The Chair reported that Council met in closed session to:

Receive information regarding ongoing union negotiations and direction was provided to the CAO.

Decision: 2025-038 Moved by: W. Smail Seconded by: J. Martelle

THAT Municipal Council receives and approves the minutes of Closed Session

dated January 23, 2025.

Carried

7. **Confirmation By-law**

Decision: 2025-039 Moved by: J. Martelle Seconded by: W. Smail

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be

now passed, signed, sealed and numbered 2025-10.

Carried

_	_						
0	Λ	A١	\sim	IKK	-	~ M	. 4
8.	А	u	Ol	ırn		eг	łL

Decision: 2025-040 Moved by: W. Smail Seconded by: J. Martelle

That Municipal Council does now adjourn at 5:40 p.m.

	Carried
Mayor	Deputy Clerk

MINUTES

MUNICIPAL COUNCIL

Monday, February 24, 2025 6:30 PM

Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

PRESENT: Mayor Tory Deschamps

Deputy Mayor Stephen Dillabough

Councillor Joe Martelle Councillor Waddy Smail Councillor Chris Ward

STAFF: Sean Nicholson, CAO

Dave Grant, Director of Operations/Deputy CAO

Rebecca Crich, Clerk

Jessica Crawford, Treasurer

Mike Spencer, Manager of Parks, Recreation & Facilities

Brian Moore, Fire Chief

Eric Wemerman, Chief Water/Sewer Operator Chris LeBlanc, Manager of Public Works

Tim Fisher, Planner

Candise Newcombe, Deputy Clerk

Mary Tessier, Consultant Natalie Charette, Interim Clerk

1. Call to Order

Mayor Deschamps called the meeting to order at 6:31 p.m.

2. Indigenous Land Acknowledgement Statement

The Chair read the indigenous land acknowledgement statement.

3. Approval of Agenda

Moved by: C. Ward

Seconded by: J. Martelle

THAT Municipal Council approves the agenda as presented.

Carried

4. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

None.

5. Delegations & Presentations

None.

6. Consent Agenda

Decision: 2025-042

Moved by: J. Martelle
Seconded by: W. Smail

THAT Municipal Council receives and approves the following consent agenda items as presented:

a. Regular Council – January 27, 2025

b. Public Library Board - November 26, 2024

- c. Port Management Committee January 23, 2025
- d. Committee of the Whole Administration and Operations Budget Meeting #2- January 23, 2025
- e. Public Meeting Zoning Bylaw Amendment Domestic Fowl February 3, 2025
- f. Committee of the Whole Community Development February 3, 2025
- g. Committee of the Whole Administration and Operations February 10, 2025
- h. Process Improvements for Building Permits and Planning Approvals
- i. 2024 Cardinal WPCP Annual Report
- j. Cardinal-IP Water System Summary Reports
- k. 2024 Sanitary Collection Performance Report

Carried

7. **Minutes of the Previous Council Meetings**

a. Regular Council - January 27, 2025 - CONSENT

> **Decision:** 2025-042 Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receives and approve the minutes of the Regular

Council Meeting dated January 27, 2025.

Carried

8. **Business Arising from the Previous Council Meeting (if any)**

None.

9. **Committee Minutes**

a. Public Library Board - November 26, 2024 - CONSENT

> **Decision:** 2025-042 Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receives the minutes of the Public Library Board

meeting dated November 26, 2024.

Carried

b. Port Management Committee - January 23, 2025 - CONSENT

Decision: 2025-042 Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receives the minutes of the Port Management

Committee dated January 23, 2025.

Carried

Committee of the Whole - Administration and Operations - Budget Meeting C. #2 - January 23, 2025 - CONSENT

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receive and approve the minutes of the Committee of the Whole – Administration and Operations – Budget Meeting #2 Meeting dated January 23, 2025.

Carried

d. Public Meeting - Zoning Bylaw Amendment - Domestic Fowl - February 3, 2025 - CONSENT

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receive the minutes of the Public Meeting – Zoning Bylaw Amendment – Domestic Fowl Meeting dated February 3,

2025.

Carried

Committee of the Whole - Community Development - February 3, 2025 e. CONSENT

Decision: 2025-042 Moved by: J. Martelle

Seconded by: W. Smail

THAT Municipal Council receive and approve the Committee of the Whole - Community Development - February 3, 2025.

Carried

f. Committee of the Whole - Administration and Operations - February 10, **2025 - CONSENT**

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receive and approve the minutes of the Committee of the Whole – Administration and Operations – February 10, 2025.

Carried

10. **Action and Information Items from Committees**

Process Improvements for Building Permits and Planning Approvals a. CONSENT

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council proceed with implementing the CGIS permitting module upgrade at an additional cost of \$4,320 annually and investigate complementary solutions to address online payments, as recommended by the Committee of the Whole – Community Development.

Carried

b. 2024 Cardinal WPCP Annual Report - CONSENT

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receive the 2024 annual report for the Cardinal WPCP; and direct staff to submit the report to MECP prior to the March 31st deadline, as recommended by the Committee of the Whole – Administration and Operations.

Carried

c. Cardinal-IP - Water System Summary Reports - CONSENT

Decision: 2025-042

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council receive the 2024 Summary Reports for the Cardinal and Industrial Park Water Systems, as recommended by the Committee of the Whole – Administration and Operations.

Carried

d. 2024 Sanitary Collection Performance Report - CONSENT

Decision: 2025-042

Moved by: J. Martelle
Seconded by: W. Smail

THAT Municipal Council receive the 2024 Sanitary Collection Performance Report, direct staff to submit a copy of the report to the MECP prior to the March 31st deadline and post a copy of the report to the Township website, as recommended by the Committee of the Whole – Administration and Operations.

Carried

e. Pumper #1 RFP Results

Council discussed the following: the proposed timeline of payments, changes to emission regulations, the asset replacement schedule, the current condition of the vehicle, and the impacts on vehicle purchasing with the new emission regulations.

Moved by: J. Martelle Seconded by: W. Smail

THAT Municipal Council:

- 1. Authorize the early pumper replacement in 2025 and direct staff to execute a purchase agreement for the MaxiMetal pumper from Commercial Emergency Equipment; and
- 2. Cover the 10% deposit through the fire vehicle reserves and return with debenture options in advance of pumper arrival.

	Yea	Nay
T. Deschamps		
S. Dillabough		Χ
J. Martelle	X	
W. Smail		X
C. Ward	X	
Results	2	2

Defeated (2 to 2)

Decision: 2025-043

Moved by: W. Smail
Seconded by: J. Martelle

THAT Municipal Council choose option 3: Remain status quo and re-issue

an RFP in 2026.

Carried

f. Port of Johnstown - 2025 Budget

Members noted their interest in further review of the proposed 2025 Port of Johnstown budgets.

Decision: 2025-044

Moved by: C. Ward
Seconded by: J. Martelle

THAT Municipal Council amends the motion to defer the Port of Johnstown 2025 Operating and Capital budgets as presented, to the March meeting of the Port Management Committee for further review.

Carried

g. River Route Transit Report - Follow-up

Council was provided with a summary of the report and discussed the percentage of riders from the Township.

Decision: 2025-045

Moved by: C. Ward
Seconded by: J. Martelle

THAT Council:

- 1. Renew the River Route Transit Service Partnership Agreement for the upcoming period of April 1, 2025, to March 31, 2026; and
- 2. Direct staff to work with the Town of Prescott staff to explore funding options to support a new bus purchase and expanded hours of operation and return with details for consideration; and
- 3. Include the Township portion, to an upset limit of \$30,000, into the 2025 budget and cover the expense through general taxation.

Carried

h. Insurance Renewal

Council highlighted the 10% reduction in the Township's 2025 insurance rates.

Decision: 2025-046

Moved by: C. Ward
Seconded by: J. Mart

Seconded by: J. Martelle

THAT Council grant authority to the CAO to bind the Township insurance

renewal with BFL effective March 1, 2025.

Carried

i. Cormorant Control License Renewal

Council acknowledged receipt of the annual program progress report.

Decision: 2025-047

Moved by: C. Ward

Seconded by: J. Martelle

THAT Council approves the Mayor and CAO to sign the 5-year license

with OPG to perform Cormorant control.

Carried

11. Correspondence

Decision: 2025-048

Moved by: W. Smail
Seconded by: J. Martelle

THAT Municipal Council receives the correspondence listings for the following dates as previously circulated:

- January 29, 2025
- February 5, 2025
- February 12, 2025
- February 19, 2025

Carried

12. Municipal Disbursements

Decision: 2025-049

Moved by: C. Ward
Seconded by: J. Martelle

THAT Municipal Council receives the payment of municipal invoices circulated and dated as follows:

•	Report dated January 30 (2025-010)	\$575,833.84
•	Report dated January 31 (20254-012)	\$234,422.04
•	Report dated February 18 (2025-020)	\$434,456.65
•	Report dated February 21 (2025-025)	\$224,680.42
•	Report dated February 21 (2025-026)	\$39,816.44

TOTAL: \$1,509,209.39

Carried

13. By-laws

a. 2025 Interim Tax Levy

Decision: 2025-050 Moved by: C. Ward Seconded by: W. Smail

THAT the mover be granted leave to introduce a bylaw to authorize an interim tax levy in advance of the adoption of the tax rebates for 2025, and this shall constitute first and second reading thereof.

Carried

Decision: 2025-051

Moved by: C. Ward
Seconded by: W. Smail

THAT a bylaw to authorize an interim tax levy in advance of the adoption of the tax rebates for 2025, be now read a third and final time and finally

passed, signed, sealed and numbered 2025-11.

Carried

b. Bylaw to Appoint Shawn Merriman as Chief Building Official

Council acknowledged the additional shared servicing agreement for building inspector services with the Town of Prescott.

Decision: 2025-052

Moved by: J. Martelle
Seconded by: W. Smail

THAT the mover be granted leave to introduce a bylaw to appoint a Chief Building Official, and this shall constitute first and second reading thereof.

Carried

Decision: 2025-053

Moved by: J. Martelle
Seconded by: W. Smail

THAT a bylaw to appoint a Chief Building Official, be now read a third and final time and finally passed, signed, sealed and numbered 2025-12.

Carried

14. CAO's Administrative Update

Council reviewed the CAO's administrative update and discussed the following items:

 Commended staff on the completion of various projects throughout the month.

Decision: 2025-053

Moved by: C. Ward
Seconded by: W. Smail

THAT Municipal Council receives the CAO's Administrative Report as presented.

Carried

15. Councillor Inquiries or Notices of Motion

Deputy Mayor Dillabough followed up on his request for a report regarding South Nation's agreement with the TWPEC regarding septic inspections for the Township.

16. Member's Report

Members of Council reported on the following:

- Deputy Mayor, CAO and the Manager of Public Works joined visited Centennial 67' Elementary school to hear student presentations on proposed improvements to the Township dog park.
- Highlighted the student initiative in North Grenville of hydroponically growing produce and supplying the product to the local food bank.

Decision: 2025-055

Moved by: C. Ward
Seconded by: W. Smail

THAT Municipal Council receives the Member's Report as presented.

Carried

17. Question Period

None.

18. Closed Session

None.

19. Confirmation By-law

Decision: 2025-056

Moved by: W. Smail
Seconded by: C. Ward

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2025-13.

Carried

Carried

20. Adjournment

Decision: 2025-057 Moved by: C. Ward Seconded by: W. Smail

That Municipal Council does now adjourn at 7:16 p.m.

Mayor	Deputy Clerk

Edwardsburgh Cardinal Public Library Board Meeting Minutes

January 28, 2025 Cardinal Branch

Present: T. East, H. Cameron, J. Martelle, T. Wilson

Regrets: P. Tierney, A. Barratt, J. Cameron

Staff: D. Gladstone, MA. Gaylord

1. Call to order

The meeting was called to order at 5:20 pm, by Vice Chair, Tammy Wilson. Tammy welcomed Tim East, as the new appointment to the Library Board. Tim brings many years of Library experience on the Board and all were happy to see him appointed to the Board by Township Council.

2. Disclosure of interest - None

3. Additions to agenda

Motion by Hugh Cameron, to approve the agenda, seconded by Tim East. CARRIED

4. Approval of minutes from previous meeting

Motion by Hugh Cameron to approve the November 26, 2024 minutes seconded by Joe Martelle. CARRIED

5. Business arising from minutes

6. Correspondence

Email from Township Clerk – R. Crich Re: Appointment of Tim East to the ECPL, the appointment will be taking place via bylaw on January 27 during the regular meeting of council.

7. Policy Review

8. Treasurer's report

The Board received the monthly financial report for October, November and December.

The CEO advised that the annual budget presentation will take place on Thursday February 20th at the Administration and Operations meeting. Presentation has been shared with the Board for review and comment.

9. CEO/Supervisor report attached

A question was asked about the in-person inquiries. The CEO explained inperson inquiries are questions asked about books, readers advisory, information requests, etc. The number is high with the students visiting from the local elementary school in Spencerville. In addition to checking books in and out, staff helps the students find books to read and help them find the books they are seeking.

10. Report from Municipal Council report attached

Councillor Martelle answered some questions regarding information on his report.

Questions included

Seniors Tech Program

Recycling Program Changes

Fire Department Recruitment – The Board noted the number of recruits was very nice to see.

11. New business/Community Activities

Tim East will be attending Ontario Library Service Conference on behalf of the ECPL. Tim will share information from the conference at our February meeting. The Board has asked Tim to keep his receipts for reimbursement of expenses from the conference.

12. Date of Next Meeting: Tuesday February 25th, 2025 5pm Cardinal Branch

13. Adjournment

Barrati

Motion by Hugh Cameron seconded by Tim East that the meeting of the Library Board does now adjourn at pm 6:12 pm. CARRIED

Chair

Recording Secretary



To:

ECPL Board Members

From:

Donna Gladstone, Library CEO

Meeting Date:

January 28, 2025

Subject:

Library CEO Report

Programs

READ
Baby & Tot Storytime
Lego Saturday
12 Days of Christmas
Holiday Food Drive Challenge
Christmas Storytime with Mayor Deschamps

Both Branches

Mayor Deschamps was invited to read a Christmas Story at both branches – Due to inclement weather and scheduling, he was unable to read at the Cardinal Branch. Mayor Deschamps was able to attend the scheduled date in Spencerville. Although the numbers were low, he did an interactive story time with the children, which was fun to watch and was memorable for the children and the Mayor. Many thanks to Mayor Deschamps for taking time to share his love of reading.

Cardinal Branch

The work of the South Grenville Guild of Fine Art has been displayed. The Art gives a nice aesthetic to the space.

On December 18th we shared in celebration with Lori Lurges, who was nominated Citizen of the Year for the READ program at the Edwardsburgh Cardinal Public Library. Along with Library staff, Lori's family and friends also attended the celebration at the Township office. Many of Lori's students and parents also attended to celebrate Lori. The recognition came as a total surprise to Lori and she was thrilled with the honour and the students who attended. Council and staff put on a wonderful evening to celebrate the many community members recognized for the work in our community.



2024 Stats

2023 Stats

	Cardinal	Spencerville	Total	YTD		Cardinal	Spencerville	Total	
	4850	4647	9497	9497	Persons Entering	4364	4522	8886	7%
Persons Entering	234		439		WorkflowHolds	175	230	405	8%
WorkflowHolds	40		76		Email Inquires	36	26	62	23%
Email Inquires	14:		324		Phone Inquires	145	170	315	3%
Phone Inquires	193	- 1 to Wa	930		In-person Inquires	137	291	428	117%
In-person Inquires	15:		241		ILL	82	131	213	13%
ILL	22		464		PC Use	225	154	379	22%
PC Use	27		390		Wireless Use	26	53	79	394%
Wireless Use	21	, 114	(Curbside Pick-up	111	14	125	-100%
Curbside Pick-up	20	7 159	366		Photocopying/Faxes	196	58	254	44%
Photocopying/Faxes	26		377		Programs	332	197	529	-29%
Programs	95		1383		Program Attendance	713	179	892	55%
Program Attendance	1		29		Home Bound Service	7	5	12	142%
Home Bound Service	339.		352.5		Volunteer Hours	1.36.5	18	154.5	130%
Volunteer Hours	1		43						
School vists #of students		2321	232:	2321	School Visits		2000	2000	16%
as talles	797	1 6200	1417	14171	Circulation	6866	6212	13078	8%
Circulation	380		6230		Overdrive	3068	2305	5373	16%
Overdrive	61		1080		Overdrive Users	358	313	671	61%
Overdrive Users New Users	3		57	2 52	New Users	20	24	44	18%
New Library Cards	7	8 73	15:	1 151	New Library Cards	129	104	233	-35%
Program Take Home	24	2 98	344	4 344	Program Take Home	271	70	341	1%

CAO's ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

	in the site of an approximation and approximation winter parking
Bylaw	The BLEO is actively monitoring and enforcing winter parking restrictions during winter events. The BLEO is working with the Public Works Department to coordinate when the team is called out for winter events to issue warnings and infractions that impede winter control efforts.
Council AV	Staff have finalized the last portions of the new Council av system. This will result in the public having access to livestreaming on the Township website through the council meeting calendar at the same time as the meeting is taking place (possible 30 second delay on livestream depending on the user's internet speeds). Additionally, the public will be able to access a more accessible and user-friendly viewing of the meeting the following day through the html agenda where the video is segmented by agenda item. This will result in the public user's ability to watch the portion of the video related to specific items, instead of watching and scrolling through the full video.
Home and Trade Show	Ontario Approved Professional's Spring Home and Trade Show is April 24-26 this year at the Leo in Prescott. The Township is a title sponsor and will have a booth at the event. Council is welcome to support at the booth – a sign-up sheet will be circulated closer to the event. This year's event has expanded to include outdoor vendors on Dibble Street. Staff are working on engagement activities and messaging that will align with our Strategic Plan.
SNC Free Tree Day	We are partnering with SNC for Free Tree Day. As in previous years, we have matched their \$500 contribution to make more trees available to EC residents. OPG has also made a donation for additional stock.
Community Newsletter	Students at South Grenville District High School have agreed to continue with the monthly newsletter outside of classroom time, as volunteers. In addition to the online version, EC staff have been distributing 200 print copies to local businesses each month. The February edition will be published this week.
UCLG Growth Management Study	UCLG will be conducting a Growth Management Study this year, in advance of their 10-year Official Plan review scheduled for 2026. Our Planner will be on the Technical Advisory Committee and provide updates to Council throughout the study.
Communications Committee	Our communications committee has had a successful first two meetings and has scheduled monthly meetings going forward.
Upcoming meeting schedule	Monday, February 3 – Public Meeting – Zoning Bylaw Amendmen – Domestic Fowl 6:00pm Monday, February 3 – Committee of the Whole – Community Development

Hotel

Time - 6:30	Monday, February 10 - Committee of the Whole - Administration
p.m. unless noted otherwise	& Operations

TREASURY

2024 year-end audit	There is ongoing correspondence with the auditing team in regard to the 2024 year-end audit and staff have been actively responding to requests. While the audit has not been officially scheduled yet, staff continue to work through the necessary preparations.
GIC	On January 17th, the\$1,250,000 360-day GIC was redeemed and
Redemption	allocated to the Industrial Park Land Reserve.
Online	Staff have been actively researching online payment processing
Payment	options and will be shown demos from a couple of providers to
Processing	evaluate their solutions.

FACILITIES/RECREATION

Senior Tech Class	Session two continues with weekly sessions in Johnstown & Spencerville
Seniors Exercise	We have secured an instructor and will begin Weekley exercise and wellness classes in Johnstown and Spencerville
Family Day	February 17 ^{th,} both arenas will offer free family day skating
Coop Student	We have had a fulltime coop student from SGDHS since October, Zack White was working out of the Ingredion arena during this time which will end this week.
Summer Employment	Advertising is out for all our pool & camp positions.
Art Class	New session begins February 13 th for 4 weeks at the Johnstown Hall
Summer Pool Courses	Information and advertising for these programs are now available on our website

OPERATIONS - PUBLIC WORKS

	Pick-up and Drop- off	Christmas Tree pickups were completed between January 6 and January 17 in Cardinal, Spencerville, Johnstown, and New Wexford. Christmas Treed drop-off free of charge continues until the end of January on Saturday mornings at the Scott Rd waste.
--	--------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	transfer station. All decorations, tinsel and plastic must be		
The same of the sa	transfer station. All decorations, tinder		
	removed.		
Ongoing Activities	maintenance, shop maintenance, pothole patch reputition maintenance, shop maintenance, pothole patch reputition maintenance, shop maintenance Checks performed various roadways. Preventative Prevent		
Training	GPS/AVL training continues for standard Footings for light crossings installation is completed at Footings for light crossings in the complete continues for standard continues for s		
Lane Light Pedestrian	CR2/Dishaw St, CR2/Walker St,		
Crossings	The 2025 calendar has been placed on our website and a bulk The 2025 calendar has been placed on our website and a bulk The 2025 calendar has been placed on our website and a bulk The 2025 calendar has been placed on our website and a bulk The 2025 calendar has been placed on our website and a bulk The 2025 calendar has been placed on our website and a bulk		
Blue Box Transition	scheduling weekly social media posts starting in February scheduling residents on the transition and what to expect with the educating residents on the transition and what to expect with the new program that takes full effect on January 1, 2026.		
Curbside Solid Waste	new program that takes full effect on January 1, 2026. Contract has been executed with HGC for 2025. Staff will issue an RFP later in the year for these services that would begin on January 1, 2026.		

OPERATIONS - ENVIRONMENTAL SERVICES

Cardinal Wastewater Treatment Plant Cardinal Water Plant	Received a bulk load of Alum. Serviced/repaired Air Handling unit. Capital Controls completed annual calibration/verification on process equipment. Replaced effluent sampler refrigerator. Routine maintenance completed. Quarterly Effluent Regulatory Reporting Information System (ERRIS) reporting completed. GAL Power scheduled to complete fuel and exhaust system repairs the week of February 24th. (Capital) UV System project engineering has started. Capital Controls completed annual calibration/verification on process equipment. Annual Permit to Take Water data submission completed. Replaced Filter 2A turbidity analyzer. DWQMS annual internal audit completed. DWQMS annual risk assessment review completed.
Cardinal Distribution System	Replaced leaking water service on George Street. Routine rounds and sampling completed.

Industrial Park Water System	Routine rounds completed. Annual O. Reg 450/07 reporting completed for industries that used more than 7200 m3 per year of water (Prysmian Cables and Giant Tiger Distribution Centre for 2024).			
Windmill Pumping Station	Routine rounds completed.			
Spencerville Wastewater System	Capital Controls serviced mag meter. Annual ERRIS reporting completed. GAL Power scheduled to complete fuel and exhaust system repairs the week of March 24th (Capital).			
Cardinal Sewer and Storm Collection System	Repaired section of lateral on Middle Street. Routine rounds completed. Stormwater Sewer shed summary table submitted to MECP.			

OPERATIONS - MUNICIPAL DRAINS

Dewitt - Richter	This item is in front of Council tonight to approve proceeding with maintenance work on the drain recommended by the drainage superintendent. Notification letters and draft assessment schedule are ready.
James Reilly Branch # 2	Notification letters and draft assessment schedule are ready.
General Maintenance Work	We will be taking an alternative approach to maintenance work on municipal drains this year. We will be issuing an RFQ for vendors of record for hourly equipment rates. We feel this will be more cost effective and provide greater flexibility. We will also extend this to other equipment outside municipal drain specific work.

FIRE DEPARTMENT

HR	Eight new recruits started with the department on January 8 and will be on probation for the next year.
Training	NFPA 1001 Firefighter Level 1 class begins on February 5 th with certification testing scheduled on May 3 rd . The class of 17 is comprised of 14 from EC and 3 from Prescott. The course will include a day of practical training at the Leeds 1000 Islands training centre.
	EC was successful in securing one of the Ontario Fire College, Mobile Live Fire Training Units at station 1 October 1-5. The 53' custom trailer with extendable second storey will allow firefighters

and the second s	from EC, Prescott and Augusta to train on various skills including; ladders, ventilation, live fire attack, search and forcible entry.
Fleet	All vehicles are performing as designed.
Fire Prevention	FPO and 2 Captains are working with Giant Tiger staff to develop an emergency response plan for the robotic portion of the facility. With the assistance of the building department the FPO has started a program where residents of homes that reach 10 years old receive a birthday card reminding them to replace their smoke and CO alarms. Information on alarm selection and contact information for assistance is included.
Facilities	The south bay heater at station 2 has been repaired and all other heating equipment serviced. The centre bay heater at station 1 remains out of service waiting costing and schedule for replacement. All other heating equipment has been serviced and operating well. Preliminary station 2 floor plans and perspectives have been received from CKA Architects. A meeting will be scheduled with the station committee in the near future to provide comment/feedback.
Other	EC will receive a \$16460.90 fire protection grant for the purchase of a bunker gear washer and dryer for station 2. This project will expedite gear cleaning after an incident in an effort to reduce firefighter exposure to products of combustion.
	EC has been awarded a \$1562.82 grant from the Fire Marshalls Public Fire Safety Council to support educational needs associated with firefighter certification. This will go towards a much-needed update to our projectors through the Best Buy Business program. The Leeds Grenville Fire Chefs have re-established a communications committee and several chiefs are working in coordination with Counties staff on the communications study/update.
,	Annual self contained breathing apparatus (SCBA) flow testing and maintenance was completed with only a couple minor repairs required.

EMERGENCY MANAGEMENT

	We have received confirmation through the EMO portal that Brian Moore has been approved and is now designated as the new Community Emergency Management Coordinator for the Township.
The same of the sa	. Stritoling.

Councilors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

MINUTES PORT OF JOHNSTOWN MANAGEMENT COMMITTEE TOWNSHIP COUNCIL CHAMBERS - SPENCERVILLE TUESDAY FEBRUARY 18, 2025

6:30 PM

Present: Deputy Mayor Stephen Dillabough, Chair

Mayor Tory Deschamps Councillor Chris Ward Councillor Joe Martelle Councillor Waddy Smail

Clint Cameron, Advisory Member

Regrets: Regina Hernandez, Advisory Member

Randy Stitt, Advisory Member

Zoom: Frank McAuley, Advisory Member

Staff: Sean Nicholson, CAO

Candise Newcombe, Deputy Clerk Natalie Charette, Interim Clerk Leslie Drynan, General Manager Rhonda Code, Office Manager Mike Moulton, Operations Manager Jeff Wright, Maintenance Manager

1. Call to Order

Deputy Mayor Dillabough called the meeting to order at 6:30 p.m.

Approval of Agenda

Moved by: C. Ward Seconded by: W. Smail

That Committee approves the agenda as presented.

Carried

- 3. Disclosure of Pecuniary Interest & the General Nature Thereof None
- 4. Delegations and Presentations
 - Spencerville Photographer Stewart Curry

The Chair noted that Mr. Curry was not present in chambers and would follow-up regarding the delegation presentation.

- 5. Minutes of the Previous POJ Committee Meeting
 - a) Meeting of January 23, 2025

Moved by: J. Martelle Seconded by: W. Smail

That Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated January 23, 2025.

Carried

- 6. Business Arising from Previous PMC Minutes (if any) None
- Discussion Items None
- 8. Action/Information Items
 - a) Grain Operations Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, grain received/shipped, vessels loaded in January, learning event was defined as a health and safety learning event, the 40% labour cost increase, and the long-term plan for retaining casual employees.

b) Health and Safety Report

Committee was provided with a summary of the health and safety report noting the ongoing employee training updates in 2025 and highlighted the importance of proper training when responding to an emergency situation.

c) Maintenance Report

Port staff provided an overview of the monthly report and highlighted the following items completed: monthly maintenance/electrical work, items from the work order log, and the process for the disposal of surplus parts.

d) Financial Report

Committee was provided with a summary of the monthly revenue and expenses actuals compared to 2024 and increased harvest services due to the additional grain vessel in 2025.

e) General Manager's Report

Committee was provided an overview of the report and discussed oversight of paving at the Masterfeeds building, proposed drone inspections by Transport Canada, the ongoing relationship with Transport Canada,

corporate culture improvements, and the successful completion of the 2024 annual audit.

Moved by: C. Ward

Seconded by: T. Deschamps

That the Port Management Committee received and reviewed items 8. a) Grain Operations Report; b) Health and Safety Report; c) Maintenance Report; d) Financial Report; and e) General Manager's Report.

Carried

f) Draft Surplus Sharing Policy

Committee discussed concerns over terminology and are looking at changing language within the policy to reflect items such as; dividend sharing up to 50%, using non-cash figures for net surplus, the policy's feasibility with the 2025 budget, the benefits of a long-term capital plan, and terminology to indicate the requirement of the Port to maintain a balanced budget, similar to the Township.

Moved by: T. Deschamps Seconded by: C. Ward

That the Port Management Committee defer the draft surplus sharing policy, request staff to gather additional information, and present scenarios for review at the March meeting.

Carried

g) 2025 Budgets

Revenue and Expense Budget

Committee was provided with a detailed summary of the report and discussed anticipated declines in salt revenues, labour cost flexibility based on revenue experienced, pivoting the workforce for growth, adherence to the Strategic Plan, and ensuring adequate staffing to meet safety standards.

Capital Budget

The Committee reviewed the report, addressing concerns about the proposed bulk cargo project site, deferring the project until the Strategic Plan is finalized, interest in bulk storage services, automated bin repairs, TSSA elevator requirements, and expedited completion of the grading trailer and public facilities.

Members discussed requesting cost-sharing for the County Road 2 culvert replacement from the United Counties of Leeds and Grenville, CN's notification requirements for rail work at the Port, and the lifespan of the current plow truck and salter.

There was discussion regarding ongoing maintenance of the Port of Johnstown warehouse land, continued collaborations with the Mohawk Council of Akwesasne, and integrating the Port of Johnstown fleet management into the Townships fleet.

Mayor Deschamps left the meeting at 8:19 p.m.

Moved by: C. Ward Seconded by: J Martelle

That the Port Management Committee recommends that the Council approve the 2025 Operating and Capital Budgets, as presented.

Carried

9. Approval of Disbursements – Port Accounts

Committee reviewed the monthly disbursements.

Moved by: W. Smail Seconded by: C. Ward

That Port of Johnstown Management Committee approves payment of Port invoices circulated and numbered as follows:

Withdrawals Total: \$196,127.83

Batch 3 EFT's \$345,959.19 Batch 4 Cheques \$88,058.34

Total of Direct Withdrawal

& Batch Listings: \$630,145.36

Carried

- 10. Councillor Inquiries/Notices of Motion None.
- 11. Chair's Report

The Chair reported on the following:

- Attended CREWS railyards to witness the grand opening of the first renewable energy rail car.
- 12. Question Period None.
- 13. Closed Session

Moved by: C. Ward

Seconded by: J. Martelle

That Committee proceeds into closed session at 8:24 p.m. in order to address a matter pertaining to:

- Section 239(2)(a) The security of the property of the municipality or local board; Specifically: Business Development Opportunity
- Section 239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Business Development Opportunity.

Moved by: J. Martelle Seconded by: W. Smail

That the closed meeting of Committee does now adjourn and the open meeting does now resume at 8:51 p.m.

Carried

14. Report Out of Closed Session

The Chair reported that Committee met in closed session to discuss Business Development Opportunity and provided direction to staff.

15. Adjournment

Moved by: J. Martelle Seconded by: W. Smail

That tha	Committee	mooting	adjourne	at 0.52	n m
THAL IHE		IIIEEUIIG	auluullis	at 0.52	v.III

Carried

These	minutes were	approved b	y Port N	/lanagement (Committee this	day
of	, 2025.					

Chair Deputy Clerk

MINUTES

COMMITTEE OF THE WHOLE ADMINISTRATION & OPERATIONS

Thursday, February 20, 2025, 5:00 PM Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

PRESENT: Mayor Tory Deschamps

Deputy Mayor Stephen Dillabough

Councillor Joe Martelle Councillor Waddy Smail Councillor Chris Ward

John Hunter (Advisory Member) Karen Roussy (Advisory Member)

STAFF: Sean Nicholson, CAO

Dave Grant, Director of Operations/Deputy CAO

Jessica Crawford, Treasurer

Mike Spencer, Manager of Parks, Recreation & Facilities

Brian Moore, Fire Chief

Chris LeBlanc, Manager of Public Works

Candise Newcombe, Deputy Clerk Natalie Charette. Interim Clerk

1. Call to Order - Chair, Mayor Deschamps

Mayor Deschamps called the meeting to order at 5:04 p.m.

2. Approval of Agenda

Moved by: C. Ward

Seconded by: S. Dillabough

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

J. Martelle - 2025 Recreation One-Time Operating Budget Items
 Wife is current wellness instructor.

4. Business Arising from Previous Committee of the Whole Meeting Minutes (if any)

None.

5. Delegations and Presentations

Donna Gladstone - Library Board Budget Presentation

Ms. Gladstone presented an overview of the report, highlighting strong financial management across two facilities compared to neighboring municipalities with single facilities, increased library card issuance, and higher program participation.

Committee thanked Ms. Gladstone for her presentation and commended the library staff on the continued growth of the library and its services.

6. Consent Agenda

None.

7. Discussion Items

None.

8. Action/Information Items

a. 2025 Levy-Based Capital Budget Final Revision

Committee was provided with a detailed summary of the report and discussed a proposed 3.5% tax increase with additional road work requested, Port dividend amounts, full funding of \$400,000 for the Spencerville splash pad, splash pad project progress, the benefits of owning versus leasing the lands, and incorporating the Port of Johnstown into the design. Members emphasized the opportunity to promote the Port in the northern part of the municipality and continue to improve the relationship between the Township and the Fair Board. Members discussed the appropriateness of earmarking funds for 2025 if the work won't begin until 2026, balancing road work costs with the splash pad, financing options, and the impact of accelerating the municipal road study recommendations.

Consensus was reached to earmark \$400,000 for the Spencerville splash pad, with staff directed to explore financing through the proposed Port of Johnstown dividend-sharing policy.

Members noted a consensus to maintain the municipal tax rate at 3%, covering the blended amount for the United Counties allocation and school board contributions.

b. Library Board Budget

Moved by: S. Dillabough Seconded by: W. Smail

That Committee recommends that Council approve the requested 4% increase, totaling \$4,800 for the 2025 municipal grant supporting the Edwardsburgh Cardinal Public Library.

Carried

c. Roadside Program Enhancements

Committee was provided with a summary of the report and discussed factors driving the proposed program, grant funding, concerns about replanting in recently cleared areas, equipment wear, service level changes, and alternative replanting options.

Members discussed the proposed project area, cost and rate of work, property delineation, and the program uptake by neighbouring municipalities.

Consensus was reached to approve option 1.

Moved by: C. Ward

Seconded by: S. Dillabough

That Committee recommends that Council remain status quo (option # 1).

Carried

d. 2025 Public Works One-Time Items

Committee was provided with a detailed overview of the report which included a project ranking system. There was discussion regarding reducing the allocated amount for the storm water monitoring plan, ECA requirements and deadlines, the importance of installing street cameras in key locations, and cost-sharing between Public Works and Fire departments for the proposed FOB system installation. Members inquired about the impact of the security system on insurance premiums, the prevalence of criminal activity, and alternative measures to address local issues.

Members discussed updating the manual spreader on truck #7 and the anticipated remaining life expectancy of the truck. Consensus was reached to remove items 1, 5, 8, 9 and 10.

e. 2025 Fire Department One-Time Budget Items

Members were provided with a summary of the report highlighting the removal of item #1 - Fire Station 2 entry FOB System following the Public Works one-time item discussions.

f. 2025 Waste One-Time Items

The Committee reviewed the report, discussing the value of stolen materials, liability risks, surveillance signage effectiveness, trailer-mounted camera systems, alternative security options, and whether bin revenue would offset installation costs. The ROI was expected in 4-5 years.

Members inquired about the camera system's quality, the purpose (deterrence or enforcement), the option to lease for a pilot program, and the appropriateness of displaying previously charged prosecutors. Alternate options such as flood lighting were suggested and staff were directed to explore additional mitigation options to be presented at the next Budget Meeting.

g. 2025 Recreation One-Time Operating Budget Items

J. Martelle declared a conflict on this item. (Wife is current wellness instructor.)

Councillor Martelle left the table and did not participate in discussions.

Committee was provided with a detailed summary of the report and discussed the reasons for increased heating costs, Zamboni efficiency with the dual tankless water heater, risks of not replacing the floor heating boiler, hot water heating in Township facilities, and energy-saving options with alternative fuel sources.

Councillor Martelle returned to the table for discussions at 7:05 p.m.

h. 2025 Draft Operating Budget

Committee reviewed the report and discussed increased administration costs from additional staff, shared services in the building department budget, higher fuel costs due to the carbon tax and potential election impacts, the adequacy of the winter control and Byer's Road property repair budgets, and increasing the beaver control budget across the Township.

9. Councillor Inquiries/Notices of Motion

None.

10. Member's Report

None.

11. Question Period

None.

12. Closed Session

Moved by: C. Ward

Seconded by: S. Dillabough

That Committee proceeds into Closed Session at 7:20 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Minutes of Closed Session dated January 23, 2025.
- Section 239(2)(j) A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; Specifically: Insurance Renewal - Unsolicited bid for service.

Carried

- a. Section 239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Approve Minutes of Closed Session dated January 23, 2025
- Section 239(2)(j) A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; Specifically: Insurance Renewal-Unsolicited bid for service

Moved by: C. Ward

Seconded by: S. Dillabough

That the Closed Session of Committee does now adjourn and the open meeting does now resume at 7:46 p.m.

Carried

13. Report Out of Closed Session

The Chair reported that Committee met in closed session to:

- Review Minutes of Closed Session dated January 23, 2025;
- Receive information regarding a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value and direction was provided to the CAO.

Moved by: W. Smail Seconded by: J. Martelle

That Committee receives and approves the minutes of Closed Session dated January 23, 2025.

			Carried
14.	Adjournment		
	Moved by: J. Martelle Seconded by: W. Smail		
	That Committee does now adjourn a	at 7:48 p.m.	
			Carried
C	Chair	Deputy Clerk	



Edwardsburgh Cardinal Public Library Board Meeting Minutes

February 25, 2025 Cardinal Branch

Present: A. Barratt, T. East, P.Tierney, J. Martelle, T. Wilson

Regrets: H. Cameron
Via FaceTime: J. Cameron
Staff: D. Cladetone, MA. Cour

Staff: D. Gladstone, MA. Gaylord

1. Call to order

The meeting was called to order at 5:03 pm, by Chair, Anne Barratt.

Anne welcomed Tim East, as the new appointment to the Library Board.

2. Disclosure of interest - None

3. Additions to agenda

Motion by Tammy Wilson, to approve the agenda, seconded by Pat Tierney. CARRIED

4. Approval of minutes from previous meeting

Motion by Tim East to approve the January 28, 2025 minutes seconded by Pat Tierney. CARRIED

- 5. Business arising from minutes
- 6. Correspondence

7. Policy Review

HR-07-Workplace Harassment and Discrimination HR-08-Prevention of Workplace Violence HR-09-Health and Safety OP-Safety, Security and Emergencies

The board had some discussion and made some minor changes. The Board will move these policies forward at the next regular Board meeting.

8. Treasurer's report

Motion by Tim East to receive the January 2025 financial report seconded by Tammy Wilson. CARRIED

9. CEO/Supervisor report attached

The Presentation to Committee was made on February 20th. Committee was very pleased with the statistics for the year 2024. No questions regarding the increase in the budget. Committee extended thanks to Library staff and Board for another successful year and a job well done.

The Board had good discussion about the Valley View Library Fifth Estate story. The Board is committed to welcoming all and the freedom to read. The Board is unified in maintaining Intellectual freedoms to all patrons.

10. Report from Municipal Council report attached

Councillor Martelle submitted information report. The Board thanked Joe for the report, and really appreciate receiving this information.

11. New business/Community Activities

Tim East attended OLA Conference and reported the following:

- Approximately 150 people were in attendance
- · Seminars he attended were Mental Health and Addiction Disorders
- Municipality Library Relations
- Leadership questions relating to social media

Tim had opportunity to speak with some of the folks at the conference. Many do not have the Municipal relationship we have. In summary we are in good standing with our Municipality and with our community from the discussions Tim had with others who, are not having the same experience.

12. Date of Next Meeting: Tuesday March 25th, 2025 5pm Cardinal Branch

13. Adjournment

Motion by Tammy Wilson seconded by Pat Tierney that the meeting of the Library Board does now adjourn at pm 5:45pm, CARRIED

Chair anne Barrett

Recording Secretary



To:

ECPL Board Members

From:

Donna Gladstone, Library CEO

Meeting Date:

February 25, 2025

Subject:

Library CEO Report

Programs

READ

Baby & Tot Storytime

Lego Saturday

Kid Librarian

Jory John Theme Day – Saturday February 22

Both Branches

Due to weather we closed the Branches early on February 6 (at 3pm) and a full closure on February 13th.

Our Friends of the Library groups continue to meet monthly. Both groups will be preparing a year end review for the Board to receive.

Staff will meet February 28th to start the spring planning for programs at the Library.

Policy Review

The current policies that are on this meetings agenda — are policies that are to be reviewed annually by the Board. There are no changes to the policies listed below.

HR-07-Workplace Harassment and Discrimination

HR-08-Prevention of Workplace Violence

HR-09-Health and Safety

OP-Safety, Security and Emergencies

Valley View Library Fifth Estate Story – the link was sent out to all Board and Staff. There has been some discussion amongst CEO's that a discussion with Ontario Library Service regarding the Valley View Library take place and recommend a united statement of all Libraries and Boards in Ontario. I will keep you updated on any meetings scheduled.

https://www.cbc.ca/player/play/video/9.6639485

EC

January 2025 Stats

January 2024 Stats

	Cardinal	Spencerville	Total		Cardinal	Spencerville	Total
Persons Entering	382	451	833	Persons Entering	329	305	634
WorkflowHolds	39	37	76	WorkflowHolds	7	22	29
Email Inquires	1		1	Email Inquires	2	2	2
Phone Inquires	20	11	31	Phone Inquires	5	11	16
In-person Inquires	13	82	95	In-person Inquires	5	36	41
ILL	21	8	29	ILL	3	3 25	28
PC Use	10	21	31	PC Use	21	1.9.	40.
Wireless Use	39	18	57	Wireless Use	14	10	24
			0				0
Photocopying/Faxes	18	3 6	24	Photocopying/Faxes	21	6	27
Programs	19	7	26	Programs	16	5 5	21
Program Attendance	78	30	108	Program Attendance	34	4	38
Home Bound Service		3 2	5	Home Bound Service	2	1	1
Volunteer Hours	35	5	35	Volunteer Hours	24	1	24
School vists	1	4	5	School vists		3	3
#of students		294	294	#of students		185	185
Circulation	785	620	1405	Circulation	715	510	1225
Overdrive	273	3 217	490	Overdrive	374	186	560
Overdrive Users	49	47	96	Overdrive Users	49	43	92
New Users	4	1	5	New Users	2	2 1	3
New Library Cards	7	7 3	10	New Library Cards	4	3	7

CAO'S ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

	Page 1 of 4 January 27, 2025	1
	CAO'S ADMINISTRATIVE UPDATE TO COUNCIL	adaet
	ADMINISTRATION / ECONOMIC DEVELOPMENT	, Budaet
BLEO	Staff are still experiencing some localized issues with vehicles being parked overnight during snow removal and clearing events. Will continue with educating residents and look at stricter enforcement in the future.	· Savv
CIP Project	Staff have had an initial meeting with NPG to discuss the new CIP project. NPG is planning to speak with Council about the project at our March Council meeting.	
EC Connects	EC Connects is now live on our website at www.twpec.ca/EC-Connects . We're using the slow traffic time to work out any errors, but we will start advertising this week. Staff are working with HelpSeeker for ways we can use the tool to connect volunteers to organizations in the future.	
Website Migration	We're working on website content migration to our new site and we are on track to launch the updated site in Spring. We've created a webpage specifically to advertise public meetings and open houses: www.twpec.ca/public-meetings . Residents can subscribe to the page to be notified of upcoming open houses or public meetings. This does not replace the existing Council Calendar.	
Trade Show	Staff are preparing for the Prescott Home and Trade Show on April 24-26. We've invited businesses to share digital ads with us to display at our booth in place of our traditional give away bags. Other booth elements are being planned under the theme "Grow in TWPEC".	

TREASURY

2024 year-end audit	The year end audit is scheduled for February 24-28.
Online Payment Processing	Staff have reviewed two demonstrations of online payment processing, and one company will be providing a demonstration to the senior management team on February 25 th

FACILITIES/RECREATION

Senior Tech	Classes have concluded, each class we averaged 3-5 residents
Class	coming in for support on their tablets or phones

Page 149 of 154

Senior Exercise Class	We have started classes averaging 8-10 per week at both locations.
Pool Tender	RFP for the Johnstown pool is currently open with a closing date of March 4 ^{th.}
March Break Skating	Both rinks offer free public skating during the March break, actual times are listed on our website
Co-Op Student	We have taken on a new Co-op student from Iroquois High School, based out of the Ingredion Arena.
Summer Programs	Registration is open April 1st for the Camp, swimming lessons in mid-May

OPERATIONS - PUBLIC WORKS

Annual Operating Tenders	Requests for quotations are issued for granular and dust suppressant materials. Submissions are due March 4 and depending on the costing received, the item(s) will come forward to the Committee and Council for award.
2025 Roadside Spraying Program	Staff have submitted a preliminary list of rural roads for herbicide treatment to help control wild parsnip and other noxious weeds. The current program is done on a 2year cycle with a 50/50 split. UCLG has moved to a 3year cycle in certain areas, and we could implement this cycle this year or starting in 2026.
Significant Weather Event	We declared a significant weather event on February 16th at 9:25am and ended the declaration on February 17th at 12:35pm. Public notifications were done through social media and our website. A significant weather event is defined as an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality.

OPERATIONS - ENVIRONMENTAL SERVICES

Cardinal Wastewater Treatment Plant	GAL Power completed semi-annual servicing of generator. Atel air replaced the fan motor in a wall mounted heater. Annual backflow preventor inspections completed. GAL power scheduled to complete fuel tank and exhaust system repairs the week of February 24th. (Capital). Trojan UV is scheduled to complete annual UV servicing on February 26th. Routine maintenance completed.
----------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Page 150 of 154

Page 3 of 4 January 27, 2025

Cardinal Water Plant	Repaired PAC pump pipework. Raw water quality testing completed ahead of 2026 system license renewal. GAL Power completed semi-annual servicing of generator. Annual backflow preventor inspections completed. Trojan UV is scheduled to complete semi-annual UV servicing on February 25 th . Routine maintenance completed.
Cardinal Distribution System	Repaired water service at 426 County Road 2. RFP for Dundas Street water-sewer-storm and roadwork rehabilitation submitted to Counties for review.
Industrial Park Water System	Responded to one water complaint (low water pressure- water meter frozen).
Windmill Pumping Station	Routine rounds.
Spencerville Wastewater System	GAL Power completed semi-annual servicing of generator. Replaced generator battery and faulty charger. Routine rounds and maintenance completed.
Cardinal Sewer and Storm Collection System	GAL Power completed semi-annual servicing of generator. Submitting RFP for sanitary force main feasibility study on March 3 rd . Routine rounds and maintenance completed.

OPERATIONS - MUNICIPAL DRAINS

Nothing to report

FIRE DEPARTMENT

HR	SCBA mask/N95 mask fit testing scheduled to be completed by month end for all firefighters.
Training	NFPA 1001 Firefighter 1 started on February 5 with training taking place every Wednesday evening and occasional Saturdays.
	Individuals are completing various courses including; courtroom procedures, fire and life safety educator and driver's license signing authority.
Fleet	Batteries failed on Tanker 2 and replaced.
	Pumper RFP closed with 7 proposals received. Proposals will be reviewed by the officer group and results presented to council on Monday.

Page 151 of 154

Agenda Package - RCM_Feb24_2025

PDF - 12.3 MB

Page 151 of 154

Page 4 of 4 January 27, 2025

	Truck 8 recall completed. Both pickups have been serviced.
Fire Prevention	A new fire prevention initiative started with Birthday cards sent out to 19 homes constructed in 2015 with a reminder to replace smoke and CO alarms.
	The County Fire Prevention Committee meeting was held at the Athens FD.
	Fire safety plan review is ongoing.
Facilities	Met with Todd Colbourne to provide feedback on station 2 drawings. Plans will be updated at the proper time.
Other	Bunker gear washer and dryer have arrived at station 2. Waiting for the detergent pump to arrive and be programmed prior to going into service.
	EOFA meeting hosted in South Mountain

EMERGENCY MANAGEMENT

Public Education	Social media and township website campaign focused on resident safety and recommended actions before, during and after the
	storm.

Councilors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

MINUTES

COMMUNITY DEVELOPMENT

Monday, March 3, 2025, 6:30 PM Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

PRESENT: Councillor Chris Ward

Mayor Tory Deschamps

Deputy Mayor Stephen Dillabough

Councillor Joe Martelle Councillor Waddy Smail

STAFF: Sean Nicholson, CAO

Dave Grant, Director of Operations/Deputy CAO

Tim Fisher, Planner

Wendy VanKeulen, Community Development Coordinator

Candise Newcombe, Deputy Clerk

Mary Tessier, Consultant Natalie Charette, Interim Clerk

1. Call to Order – Chair, Chris Ward

Councillor Ward called the meeting to order at 6:30 p.m.

2. Approval of Agenda

Moved by: T. Deschamps **Seconded by:** J. Martelle

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

a. C. Ward - Investigating Potential Child Care Facility Locations

Councillor's direct family member may be involved in a potential business relationship that may be affected by the item.

4. Business Arising from Previous Committee Meeting Minutes (if any)

None.

5. Delegations and Presentations

None.

6. Action/Information/Discussion Items

- a. Live: Land Use Planning
 - 1. Application for Severance B-6-25 Groveton Rd (Reid)

Committee was provided with a detailed summary of the report and discussed alternate lot delineation options, studies required, the conditions of the severance, and clarified the intent of municipal development agreements. Members noted that the outlined conditions should be clearly stated within the motion. The initial mover and seconder rescinded their support for the recommended motion.

The Chair called a 5-minute recess at 6:56 p.m. to allow staff to amend the motion as directed to include the outlined conditions of the severance.

The Chair resumed the meeting at 7:08 p.m.

Moved by: J. Martelle Seconded by: W. Smail

That the Committee recommend in favour of severance application B-6-25; subject to the recommended conditions:

- 1. That a survey shall be provided to the Township; and
- That a Development Agreement shall be registered on title to implement the recommendations from the Environmental Impact Assessment; and
- 3. That the surveyor shall verify that the Township Road is 10 meters from the center line of the road along the severed and retained parcel, and shall provide the Township with a registered copy of the document for our files; and
- 4. That this resolution be forwarded to the United Counties of Leeds and Grenville.

Carried

2. March Update - Domestic Fowl Coops

The committee received a comprehensive overview of the report and discussed increasing the number of permitted hens in all specified areas, allowing additional hens from April to September as meat birds, permitting rooster ownership on properties over 0.4 hectares, and the rationale behind the proposed restrictions.

Members inquired about the current number of coops in the Township and the statistics on the number of domestic fowl coop complaints received.

Committee deferred the item to the March CDC meeting as it was noted that an upcoming webinar on domestic fowl coops, hosted by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), will provide further clarity on ministerial regulations for keeping domestic fowl and the additional requested information can be provided.

SNC Septic Agreement Update

Committee was provided with a summary of the report and discussed consulting local contractors to identify issues, potential liability, the feasibility of bringing services in-house, and penalties for contract violations.

The Committee reached a consensus to explore bringing septic inspection services in-house.

b. Work: Economic Development

1. Investigating Potential Child Care Facility Locations

C. Ward declared a conflict on this item. (Councillor's direct family member may be involved in a potential business relationship that may be affected by the item.)

Councillor Ward relinquished the Chair position to the Mayor, left the council chambers and did not participate in the discussion.

The Committee received an update and discussed the following: criteria for evaluating potential spaces, the possibility of privately owned land on Dundas St with a zoning amendment, the concentration of children within the Township, and funding based on the number of childcare spots created.

Councillor Ward returned to council chambers following discussions and assumed the Chair position.

c. Play: Recreation

None.

7. Inquiries/Notices of Motion

Mayor Deschamps requested clarification on the new Township severance application process and asked staff to provide the Committee with a printed copy.

Mayor Deschamps requested a future Committee discussion regarding passing a bylaw prioritizing the purchase of Canadian goods.

8. Member's Report

Member's reported on the following:

- Noted upcoming Township advertising videos from the Communications Committee following their March 3 meeting.
- Highlighted the attendance of the SERA chilli fest held on Saturday, March
 1, noting chilli submissions from the Mayor and Councillor Ward.

9. Question Period

The following questions/comments were raised:

- Additional childcare issues were noted, including limited summer camp spaces, a lack of childcare for children under 6, and restrictions on summer programming outside Brockville.
- Inquiries were made regarding the proposed restrictions on keeping domestic fowl under the proposed zoning bylaw amendment.

10. Closed Session

None.

11. Adjournment

Moved by: S. Dillabough **Seconded by:** W. Smail

That Committee does now adjourn at 8:22 p.m.

		Carried
Chair	Deputy Clerk	

MINUTES

COMMITTEE OF THE WHOLE

ADMINISTRATION & OPERATIONS

Monday, March 10, 2025, 6:30 PM Corporation of The Township of Edwardsburgh Cardinal Council Chambers, Spencerville Ontario

PRESENT: Mayor Tory Deschamps

Deputy Mayor Stephen Dillabough

Councillor Joe Martelle Councillor Waddy Smail Councillor Chris Ward

John Hunter (Advisory Member) Karen Roussy (Advisory Member)

STAFF: Sean Nicholson, CAO

Dave Grant, Director of Operations/Deputy CAO

Jessica Crawford, Treasurer

Mike Spencer, Manager of Parks, Recreation & Facilities

Brian Moore, Fire Chief

Eric Wemerman, Chief Water/Sewer Operator Chris LeBlanc, Manager of Public Works

Candise Newcombe, Deputy Clerk Natalie Charette, Interim Clerk

1. Call to Order - Chair, Mayor Deschamps

Mayor Deschamps called the meeting to order at 6:30 p.m.

2. Approval of Agenda

Moved by: S. Dillabough Seconded by: C. Ward

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

None.

4. Business Arising from Previous Committee of the Whole Meeting Minutes (if any)

None.

5. Delegations and Presentations

None.

6. Consent Agenda

Deputy Mayor Dillabough requested that item 6a. be removed from the consent agenda for further discussion.

Moved by: C. Ward Seconded by: W. Smail

That the following consent agenda items be received as presented:

- a. 2024 Storm Water Management Annual Report [See item 8.b]
- b. 224 Prescott Annual Drinking Water System Report [See item 8.c]

Carried

7. Discussion Items

a. 2025 Consolidated Budget

Committee received a detailed summary outlining a 3.34% increase in the Township tax rate. Discussion focused on the intensity of the proposed 2025 budget, continued investment in closing the Township's infrastructure gap, capital contributions and cost offsets from dividends received from the Port of Johnstown, and the risks and rewards of early tendering and re-tendering the pool piping RFP and possible means of reducing the scope of the project.

The 2024 deficit of \$188,690 was noted; however, the Committee inquired about the discrepancy between the 4th Quarter report, which indicated a deficit of approximately \$44,000, and the final 2024 budget amount. Discussion centered on improving financial mitigation practices and enhancing project management and awareness of project cost changes.

8. Action/Information Items

a. 4th Quarter Building Report

The Committee was provided with a report summary and discussed building department revenue increases from 2023, heightened commercial activity in 2024, and a 1.14% area growth rate for the Township from 2023 as per the Municipal Property Assessment Corporation (MPAC).

b. 2024 Stormwater Management Annual Report - CONSENT

Moved by: C. Ward Seconded by: W. Smail That Committee recommends that Council:

- Receive the 2024 Stormwater Management Annual Report; and
- 2) Direct staff to submit the report to MECP prior to the April 30th deadline; and
- 3) Make report available on Township website by June 1st as required under Linear ECA # 155-S701.

Carried

c. 2024 Prescott Annual Drinking Water System Report - CONSENT

Moved by: C. Ward Seconded by: W. Smail

That Committee recommends that Council receive and review the 2024 Water Annual/Summary Report for the Prescott Water System.

Carried

d. Renaming Municipal Asset Application - Cardinal Public Works Garage

The Committee was provided with a report summary, highlighted the recommended individual's contributions to the community, reduced the waiting period from 60 to 20 days, and commended the individual for their career contributions to the Township.

Moved by: C. Ward Seconded by: W. Smail

THAT Committee recommend that Council:

- 1. Approve the application to rename the Cardinal Public Works Garage to be the Bill Walter Public Works Garage; and
- 2. Make a one-time exception to reduce the 60 day comment period to 20 days and approve the application should there be no comments or opposition from this 10th day of March 2025.

Carried

e. Pre-Budget Approval - Johnstown Play Structure

The Committee received a report summary and discussed the play structure's specifications, accessibility, and installation cost relative to the structure price. Members confirmed that usable parts from the old structure will be retained as spares and that the new structure is Canadian-made.

Moved by: W. Smail Seconded by: J. Martelle

That Committee recommends that the Council awards the purchase of the Johnstown Play Structure from Playground Planners Inc for the purchase price of \$ 79,759.50 plus the non-rebated HST of \$ 1,403.75 for a total purchase price of \$ 81,163.25.

Carried

f. Award Johnstown Pool Piping

The Committee received a report summary and discussed the project scope, the drawbacks of reducing it, the manufacturing country of the products, the increased pool usage following continued investment in the assets, and anticipated future investments required. It was noted that certain pool equipment such as the lifeguard chairs must be CSA-certified affecting the availability and cost of materials.

Moved by: C. Ward

Seconded by: S. Dillabough

That Committee recommends that the Council award tender EC-REC-01-2025 to Benson Pools Ltd. at the bid price of \$ 272,961.00 including non-rebated HST \$ 4,804.11, and furthermore have a 5% contingency for potential unforeseen issues during the course of the renovations in the amount of \$ 13,500.00 for a total project cost of \$ 291,265.11

Carried

g. Municipal Alcohol Policy Update

The Committee received a report summary and discussed placing the insurance responsibility on the event host, the permitting process, advertising the 30-day approval period to avoid short turnaround times, and the special occasion permit parameters for containers.

Moved by: J. Martelle Seconded by: W. Smail

That Committee recommends that Council adopt the proposed updated municipal alcohol policy.

Carried

h. Spencerville Arena Update

The Committee received a report summary and discussed the building's age and condition, ice rental availability, use of the arena by non-local

sports groups, public skating schedules, and the viability and availability of parts for the current compressor.

i. Award Dust Suppressant Tender

The Committee received a report summary and discussed the price difference between 2024 and 2025, the impact on services if the order amount is reduced, and the limited suppliers of dust suppressant liquid, which resulted in fewer submissions.

Moved by: C. Ward Seconded by: W. Smail

That Committee recommends that Council award the supply of dust suppressant tender EC-PW-25-02 to Da-Lee Dust Control Ltd. at the unit rate of \$0.389 per liter to an upset limit of \$70,750.00 including non-rebated portion of HST

Carried

j. Award Crushed Rock Tender

The Committee received a report summary and discussed using the \$15,000 contingency set aside for spring road repairs, with additional expenses anticipated following the 2024/2025 winter season.

Moved by: C. Ward Seconded by: W. Smail

That Committee recommends that Council award the supply of crushed rock tender EC-PW-25-03 to G. Tackaberry & Sons Construction Company Ltd. at the unit rate of \$14.14 per ton to an upset limit of \$113,120.00 including non-rebated portion of HST and approve an \$15,000.00 contingency to be used at the Manager of Public Works discretion for additional gravel road spot repairs.

Carried

k. Award Various Granular Material - RFQ Results

Committee was provided with a summary of the report noting that typically the Public Works department would pick-up from the closest location to the site.

I. Vendor of Record - Rental Equipment Summary Results

The Committee received a high-level overview of the report and discussed the hourly charge rate versus minimum charge, public advertisement of the tender, price variability, contract execution upon work required, and the lack of flexibility to accept additional bids in 2025 due to the tender process.

m. Entranceway Bylaw - Additional Information

The Committee received a report summary highlighting changes to installation dates and permissions for private contractors. Discussion focused on surrounding municipal practices for hiring private contractors for culvert installations, adjusting costs to include labor expenses, and the benefits of allowing private contractors to help offset busy seasons for the Public Works department.

9. Councillor Inquiries/Notices of Motion

Councillor Ward recommended discussing the implementation of a bylaw to cover all Township municipal fees and charges for annual review and updates.

10. Member's Report

Members reported on the following:

- Increased uptake on the Township Newsletter compiled by the students in the Real World Learning Program at South Grenville High School.
- Hosting a BBQ at the Port of Johnstown in recognition of the Greenfield Global Inc. annual Earth Day clean up.
- Recognized the swearing-in of the new Prime Minister of Canada and members of their Ministry on Friday, March 14th, 2025.

stion Period

12. Closed Session

None.

None.

13. Adjournment

Moved by: C. Ward Seconded by: W. Smail

That Committee does now adjourn	at 8:23 p.m.	
		Carried
Chair	Deputy Clerk	

Resolution Number: 2025-	COPY March 31, 3	2025
Moved By:	COL	
Seconded By:		
THAT Municipal Council:		
 Receive the 2024 Stormwater Manager Direct staff to submit the report to MEC Make report available on Township web ECA # 155-S701. 	P prior to the April 30 th deadline	e; and der Linear
As recommended by the Committee of the	Whole – Administration and O	perations.
□ Carried □ Defeated □ Unanimous		
Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

Resolution Number: 2025-	COPY	020
Moved By:	COL	
Seconded By:		
THAT Municipal Council receive and review th for the Prescott Water System, as recommend Administration and Operations.	e 2024 Water Annual/Summary ed by the Committee of the Wh	r Report
□ Carried □ Defeated □ Unanimous Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

	Water 51, 2	,020
Resolution Number: 2025-	V	
Resolution Number: 2025 Moved By:		
Seconded By:		
THAT Municipal Council: 1. Approve the application to rename the Cardinal P Bill Walter Public Works Garage; and 2. Make a one-time exception to reduce the 60-day approve the application should there be no comm day of March 2025. As recommended by the Committee of the Whole – Adm	ublic Works Garage t comment period to 20 ents or opposition fro	0 days and om this 10 th
□ Carried □ Defeated □ Unanimous		
Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

	Ivial Cli 51, 2	020
Resolution Number: 2025	V	
Moved By:	خسن	
Seconded By:		
THAT Municipal Council awards the purchase of the Johnst Playground Planners Inc for the purchase price of \$ 79,759 HST of \$ 1,403.75 for a total purchase price of \$ 81,163.25 Committee of the Whole – Administration and Operations.	.50 plus the non-re	ebateu
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

March 31 2025

Resolution Number: 2025-	COPY	
Moved By:		
Seconded By:		
THAT Municipal Council award tender EC	-REC-01-2025 to Benson Pools Ltd. at	1

the bid price of \$ 272,961.00 including non-rebated HST \$ 4,804.11, and furthermore have a 5% contingency for potential unforeseen issues during the course of the renovations in the amount of \$ 13,500.00 for a total project cost of \$ 291,265.11, as recommended by the Committee of the Whole - Administration and Operations.

□ Carried □ Defeated □ Unanimous		
Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

Resolution Number: 2025-	PY	
Moved By:		
Seconded By:		
THAT Municipal Council award the supply of dust supp Da-Lee Dust Control Ltd. at the unit rate of \$0.389 per \$70,750.00 including non-rebated portion of HST, as re of the Whole – Administration and Operations.	liter to an upset limit of	
□ Carried □ Defeated □ Unanimous		
Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

Resolution Number: 2025-	wardt 51, 2	2025
Moved By:	COPY	
Seconded By:		
Occomica by.		
THAT Municipal Council award the supply of Tackaberry & Sons Construction Company L upset limit of \$113,120.00 including non-reba \$15,000.00 contingency to be used at the Ma additional gravel road spot repairs, as recom Administration and Operations. □ Carried □ Defeated □ Unanimous Mayor:	td. at the unit rate of \$14.14 per ated portion of HST and approve anager of Public Works discretion	ton to an an n for
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Regular Council

Date: March 31, 2025

Department: Port

Topic: 2025 Port of Johnstown Budget

Purpose: To approve the 2025 Port of Johnstown Budget

Background: During the March 24th Port Management Committee Meeting the Committee was presented with three different options and chose Option One.

Option One included a slight proposed increase in revenues to reflect traffic to date and no changes in expenses. From a labour pool perspective this option included an increase in six full-time unionized roles (from 14 to 19) and a reduction in the casual pool from 10 to 3. The new positions would include 2 Fumigators, 1 Millwright Apprentice, 3 Utility Man 1 (UM1).

Summary of Revenue/Expense Budget:

Revenues: \$12,189,905 Expenses: \$7,446,264

Total Capital Budget: \$4,473,000

Proposed Net Surplus: \$4,743,641 *earnings before interest, taxes, depreciation, amortization.

Policy Implications: The Operating and Capital Budgets must be recommended to Council by the Port Management Committee (PMC) for approval. All projects over \$75K approved with the budgets, must adhere to the Procurement Policy and return to the PMC for final approval.

Recommendation: THAT Council approves the 2025 Operating and Capital budgets Option One as presented, as recommended by the Port Management Committee.

POJ General Manager

Lestie Drynan

REVENUES - *EBITDA

HARBOUR SERVICES	2024 BUDGET	2024 ACTUAL	2025 BUDGET
BERTHAGE	140,000	141,877	155,000
MOORING	30,000	43,645	35,000
GRAIN WHARFAGE	163,957	238,510	215,000
DRY BULK CARGO WHARFAGE	640,000	565,741	670,000
BREAK BULK CARGO WHARFAGE	20,000	17,507	5,000
LIQUID BULK CARGO WHARFAGE	28,000	25,142	25,000
MISC. WHARFAGE/CRUISE BOATS	1,300	· -	· <u>-</u>
DRY BULK CARGO STORAGE	7,500	12,579	10,000
BREAK BULK CARGO STORAGE	25,000	44,574	65,000
MARINE SECURITY	62,000	75,045	78,000
TOTAL	1,117,757	1,164,619	1,258,000
GRAIN SERVICES			
GRAIN STORAGE	1,872,800	2,170,951	2,300,000
AERATION	182,240	142,419	127,400
LAB TESTING	3,500	9,190	4,000
RECEIVING - VESSELS	-	-	-,000
RECEIVING - RAILS		_	_
RECEIVING - TRUCK	2,600,000	2,789,307	3,200,000
DELIVERING - VESSELS	1,175,000	1,333,943	1,600,000
DELIVERING - VESSELS DELIVERING - RAIL	25,000	4,046	5,000
DELIVERING - RAIL DELIVERING - TRUCKS	485,000	·	428,000
	465,000	320,529	426,000
DELIVERING - MILL	4 205 200	-	-
(TOTAL IN/OUT)	4,285,000	4,447,825	5,233,000
CLEANING	8,500	17,867	11,000
GRAIN DRYING	535,700	350,250	237,900
SOYBEAN DRYING	1,650,000	1,654,800	1,500,000
GRADING	250	60	100
PROTEIN ANALYSIS	4,696	4,702	4,700
SALE OF GRAIN	162,000	<u>-</u>	130,000
QUALITY CONTROL/FUMIGATION	330,255	409,251	390,000
TOTAL GRAIN SERVICES	9,215,640	9,207,313	10,136,862
RAIL STORAGE	10,000	26,856	17,300
RAIL CARGO HANDLING	25,000	5,787	90,000
TOTAL	35,000	32,643	107,300
LEASES AND LICENSES			
BUSINESS PROPERTY LEASES	63,350	68,197	69,220
POJ WAREHOUSE PROPERTY LEASES	135,164	145,473	147,655
CARGO STORAGE LEASES	336,126	341,784	346,910
LICENSE AGREEMENTS	55,663	57,236	58,095
COTTAGE LEASES	46,781	47,368	48,078
SALE ELECTRICITY	10,114	11,315	11,484
TOTAL	647,198	671.373	681.443
TOTAL	0-1,130	071,070	001,440
TOTAL MISCELLANEOUS SERVICES	2,500	5,364	6,300
TOTAL REVENUES	11,018,095	11,081,312	12,189,905
	,,	,,	,:::;;•••

EXPENSES - EBITDA			
	2024 BUDGET	2024 ACTUAL	2025 BUDGET
LABOUR REG	1,873,206	1,750,683	2,369,062
LABOUR OT	243,517	231,383	312,716
BENEFITS	1,063,391	1,085,955	1,476,543
LABOUR TOTAL	3,180,113	3,068,021	4,158,321
ELECTRICITY	447.470	207.000	405.000
ELECTRICITY GAS	447,478	387,982	405,000
PROPANE	180,514	58,428 75,942	62,000 75,000
EQUIPMENT FUEL	5,000	4,343	5,000
UTILITIES	732.992	526,695	547,000
		,	
OUTSIDE SERVICES	427,570	348,437	644,540
MATERIALS AND SUPPLIES	183,600	173,367	267,650
ADVEDTISING	24.650	10.400	22.075
ADVERTISING	24,650	19,409	22,975
DONATIONS/SPONSORSHIP	40,205	14,541	44,266
MEMBERSHIPS PORT PROMOTIONS	8,050	7,126 36,582	13,345
	31,850		37,000
TOTAL ADV / DON / SPON / MEMBER	104,755	77,658	117,586
RENTALS	14.000	9.529	10,000
RENTALS	14,000	9,529	10,000
BUSINESS TRAVEL	10,000	8,263	11,500
	,	0,200	1.,000
OFFICE ADMINISTRATION	78,000	83,111	107,167
INSURANCE	368,358	390,961	430,000
MUNICIPAL HONORARIUM	27.000	24.000	22 500
MUNICIPAL HONORARIUM	27,000	21,000	22,500
FIXED MANAGEMENT FEES(PIL)	1,000,000	1,000,000	1,000,000
THE WAY COLUMNITY FEEC(TIE)	-	1,000,000	1,000,000
MUNICIPAL ADMIN FEES	1,000,000	1,000,000	1,000,000
GRAIN HANDLING LOSSES	162,000	-	130,000
TOTAL OPERATING /ADMIN EXPENSES	2,375,283	2,112,326	2,740,943
TOTAL EXPENSES	6,288,388	5,707,042	7,446,264

IINOR	<\$75K			
13	Dust System Upgrades	Maintenance	75,000.00	Q4
14	Work platforms for dryer and bins at Annex	Growth - Expansion	72,000.00	Q3
15	Former Sub-Station Enhancements (Maintenance Building)	Maintenance	52,000.00	Q3
16	New belt for conveyor 5	Maintenance	65,000.00	Q3
17	Enhancement to Probe Station	Growth - Automation	43,000.00	Q2
18	Shoreline Vegetation Plantings Project	Maintenance C/O	40,000.00	Q3
19	Replacement Truck for Maintenance	Maintenance	35,000.00	Q2
20	Annex Valve	Maintenance	30,000.00	Q3
21	Spouting Upgrades (lined)	Maintenance	30,000.00	Q3
22	Heating Upgrades	Maintenance	25,000.00	Q3
23	Software & Programming Support (LV)	Maintenance + Automation	20,000.00	Q3
24	Bollard Updates	Maintenance	15,000.00	Q3
25	Replacement of Water Treatment Units x2	Maintenance	13,000.00	Q3
26	Gate 1 Entrance Upgrades	Maintenance	10,000.00	Q3
27	Moisture Meter	Growth - Automation	8,000.00	Q2
	Total Capital Budget 2025 including 2024 carryover		\$ 4,343,000	

	Capital Projects	Category	2025 Budget	Target Completion
IAJOI	R >\$75K			
1	Covered Storage - Bulk Cargo HarbourFront Dock	Growth - Expansion	1,300,000.00	Q3
2	Receiving Area Project (Repairs, Modifications to Track Shed + Addition of Container Loading Spout)	Growth C/O	620,000.00	Q1
3	Concrete Wall Repairs	Maintenance	450,000.00	Q3
4	Elevator(s) Replacement	Maintenance	50,000.00	Q4
5	Paving Projects (Area 1 Track and Road Rehabilitation - Rail east of trackshed. Area 2 Asphalt Paving - Widen Annex Road, Area between track shed and QC trailer.)	Maintenance C/O	300,000.00	Q2
6	Grading & Quality Control Lab including water and facilities (repacement of QC trailer)	Growth - Expansion	400,000.00	Q3
7	POJ Warehouse - Land Developemnt - Drainage Plan	Growth C/O	165,000.00	Q2
8	Public Walkway Paving	Accessibility	135,000.00	Q3
9	Grain Elevator Bin Walls - Exterior covering	Maintenance	150,000.00	Q2 - Q3
10	Watermain Replacement	Maintenance	90,000.00	Q3
11	Annual Rail Repair & Re-installation of Track 81	Maintenance	80,000.00	Q3
12	Electrical Feeder to Basement MCC	Maintenance	70,000.00	Q3

THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-14

"A BY-LAW TO ESTABLISH A SURPLUS SHARING POLICY BETWEEN THE TOWNSHIP OF EDWARDSBURGH CARDINAL AND PORT OF JOHNSTOWN"

WHEREAS The Council of the Corporation of the Township of Edwardsburgh Cardinal deems it expedient to establish a surplus sharing policy between the Township of Edwardsburgh Cardinal and the Port of Johnstown; and

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

- 1. That the Council of the Corporation of the Township of Edwardsburgh Cardinal and the Port of Johnstown adopts the surplus sharing policy as detailed in Schedule "A" attached hereto and forming part of this by-law
- **2.** This By-law shall come into force and take effect upon passing.
- **3.** This By-law shall be known as the "Surplus Sharing Policy By-law"

Read a first and second time in open Council this 31 day of March, 2025.

Read a third and final time, passed, signed, and sealed in open Council this 31 day of March, 2025.

Schedule 'A' to By-law No. 2025-14

Township of Edwardsburgh Cardinal and Port of Johnstown Surplus Sharing Policy

1. PREAMBLE & POLICY INTENT

The Port of Johnstown (hereinafter referred to as the 'Port'), owned by the Township of Edwardsburgh Cardinal (hereinafter referred to as the 'Township)' operates as a distinct division of the Township providing local, national and international clients with an efficient, reliable and affordable intermodal infrastructure in support of foreign and domestic trade.

As one of the only municipally owned Ports in the Province of Ontario, a few key benefits include a shared governance model and ability for the Port to not only reinvest in its aging infrastructure to ensure continued successful operations but also give back to the community via the Township through its industry revenue generated profits.

The purpose and objective of this policy is to outline the parameters surrounding the annual contributions to the Township by the Port, which include:

- i. Payment in Lieu of Taxes
- ii. Shared Services
- iii. Dividend Sharing

2. PROCEDURE

i. Payment in Lieu of Taxes

A payment in lieu of taxes is a payment made to compensate for some, or all the property tax revenue lost due to tax exempt ownership or use of real property.

For the purposes of this policy, the lands and associated buildings known as the Port, located at 3035 County Road 2 in Johnstown is owned by the Township.

In lieu of property taxation, on an annual basis, the Port shall compensate the Township in the amount of \$750,000. This payment shall be divided and transferred on a quarterly basis, to be utilized towards Township operations.

ii. Shared Services

Shared services are a business model that consolidates support functions into a centralized unit to provide services to multiple business units. The goal is to properly allocate the cost of services to the department/division that utilize a service or system.

For the purposes of this policy, shared services include Township support to the Port through the provision of Administration (CAO, Clerk, Finance and HR) and Communications.

On an annual basis, the Port shall compensate the Township in the amount of \$250,000. This payment shall be divided and transferred on a quarterly basis, to be utilized towards Township operations.

iii. Dividend Sharing

Dividend sharing is the distribution of profits among members of a mutual organization.

For the purposes of this policy, given that the Port has historically operated in a surplus position each year, dividend sharing will involve the Port transferring one half of its audited net surplus to the Township.

In November of each calendar year, the Township CAO and Port General Manager will undertake a review of the Port's financial situation and determine an approximate surplus estimate. The first \$1,000,000 of surplus will remain at the Port of Johnstown. Once the year-end audit has finalized the prior year surplus, the Port shall transfer one half of it's previous year surplus less \$1,000,000 to the Township to be utilized solely towards capital projects and/or be transferred to reserves. Should the Port require capital for critical projects based on the 5-year capital plan, the Port General Manager, in consultation with the Port Management Committee and at the discretion of Council can reduce the amount of the dividend paid to the Township.



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Regular Council

Date: March 31, 2025

Department: Finance

Topic: 2025 Consolidated Budget

Purpose: To approve the 2025 consolidated budget.

Background: During the March 10th Committee of the Whole – Administration and Operations meeting the draft 2025 consolidated budget was presented with a requirement of \$1,654,055 from a Port dividend to balance.

The recommendation was for the Township to request a Port Dividend of \$2.2 million at the March 24th Port Management Committee meeting to balance the 2025 consolidated budget, cover overages in 2024 and replenish reserves.

At the Port Management Committee on March 24th a surplus sharing policy was presented and recommended for council endorsement and authorize the transfer of \$2.2 million to the Township.

The 2025 consolidated budget is presented with a Port Dividend of \$2.2 million and a transfer from reserves of \$1,654,055 to fund the capital plan. The remaining \$545,945 in reserves to cover overages in 2024 and to replenish the dedicated capital reserve account.

Policy Implications: Section 290 of the *Municipal Act 2001* states that "For each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality."

Strategic Plan Implications: This aligns with the strategic priority under pillar of Good Governance, Objective 2.3 is to ensure that services delivered are effective and efficient by ensuring financial responsibility, transparency and accountability.

Financial Considerations: All financial decisions over \$75,000 must be approved by Council.

Recommendation: THAT Council approve the 2025 consolidated budget as presented.

A Danzal	91	
Treasurer	CAO	

Consolidated Budget

Proposed 2025 Budget



Tax Based

Tax Based									_
	Actuals	Actuals	4 Council	Actuals	4 Council Approved	1 Dept	Variance \$	Variance %	
	2022	2023	2023	2024	2024	2025			
	December	December	Total Budget	December	Total Budget	Total Budget			
Operating Revenues									
Taxation Revenue	(6,654,308.09)	(6,894,409.64)	(6,928,607)	(7,210,772.53)	(7,185,670)	(7,467,434)	281,764	(3.92%)	Includes 3% increase & 1.14% growth on current taxes
Operating Grants	(1,531,295.49)	(1,740,119.73)	(1,743,720)	(1,749,095.13)	(1,742,720)	(1,785,411)	42,691	(2.45%)	
User Fees	(1,224,901.95)	(1,305,931.10)	(1,359,100)	(1,301,512.27)	(1,275,960)	(1,244,460)	(31,500)	2.47%	
Donations	(16,711.03)	(16,312.00)	(15,000)	(12,350.00)	(15,000)	(15,800)	800	(5.33%)	
Transfers from Operating Reserves	(66,026.67)	(14,246.40)	(131,417)		(58,342)	(25,000)	(33,342)	57.15%	
Other Revenues	(281,569.04)	(419,513.49)	(276,293)	(460,129.36)	(383,893)	(2,483,274)	2,099,381	(546.87%)	\$100,000 lower for decline in interest revenue & Port Dividen
Total Operating Revenue	(9,774,812.27)	(10,390,532.36)	(10,454,137)	(10,733,859.29)	(10,661,585)	(13,021,379)	2,359,794	(22.13%)	
Operating Expenses									
Salaries & Benefits	3,100,403.77	3,446,739.17	3,286,231	3,739,126.74	3,635,933	4,067,522	(431,589)	(11.87%)	Includes one-time increase of compensation review
Professional Development & Mileage	75,076.39	79,744.24	98,900	118,847.08	132,600	165,348	(32,748)	(24.70%)	
Insurance	259,229.06	284,405.15	287,745	267,646.79	299,151	285,276	13,875	4.64%	
Materials & Supplies	1,207,722.08	1,379,752.02	1,383,450	1,468,600.74	1,488,600	1,680,794	(192,194)	(12.91%)	
Vehicle/Fleet Expenses	467,639.32	552,201.63	429,690	629,015.91	458,050	555,412	(97,362)	(21.26%)	
Contract Services	2,070,815.85	2,088,460.95	2,206,434	2,494,813.21	2,361,232	2,399,907	(38,675)	(1.64%)	
Utilities	391,023.00	463,989.25	395,380	409,957.88	376,520	440,870	(64,350)	(17.09%)	
Transfer to Operating Reserves	407,278.71	229,500.00	244,500	134,500.00	133,500	128,500	5,000	3.75%	
Principal and Interest Payments	488,950.44	491,549.36	546,595	431,119.72	429,016	379,217	49,799	11.61%	
Other Expenses	183,272.57	232,050.20	289,050	165,692.75	319,050	440,023	(120,973)	(37.92%)	Includes one-time items, CIP grants & River Route
Total Operating Expenses	8,651,411.19	9,248,391.97	9,167,975	9,859,320.82	9,633,652	10,542,869	(909,217)	(9.44%)	
gg	5,005,1200	0,2 10,00 2101	0,201,010	0,000,000	1,000,000		(0.00,==1,	(0.1.1.1)	
Capital Revenues									
Grants	(447,460.77)	(2,385,607.34)	(2,832,677)	(640,920.10)	(837,068)	(871,932)	34,864	(4.17%)	Includes grant for tennis/pickle ball courts
Transfer from Capital Reserves	(766,840.68)	(773,158.00)	(1,290,000)	(2,843,174.78)	(2,565,247)	(3,111,777)	546,530	(21.31%)	
WIP Funds Carried Forward	(55,000.00)	(314,812.47)	(388,357)	(248,954.00)	(248,954)		(248,954)	100.00%	
Borrowing/Debt	(1,083,709.45)	(810,980.08)	(810,980)			(425,000)	425,000		
Proceeds from Sale of Surplus		(70,762.50)		(293,410.97)	(2,500)	(2,500)			
Total Capital Revenues	(2,353,010.90)	(4,355,320.39)	(5,322,014)	(4,026,459.85)	(3,653,769)	(4,411,209)	757,440	(20.73%)	
Capital Expenses									
Capital Projects	3,206,466.59	4,513,509.52	6,048,689	4,604,107.41	4,264,268	4,474,719	(210,451)	(4.94%)	2025 Capital Program
Transfer to Capital Reserves	269,945.39	942,964.21	559,487	451,660.00	417,434	2,415,000	(1,997,566)	(478.53%)	
Total Capital Expenses	3,476,411.98	5,456,473.73	6,608,176	5,055,767.41	4,681,702	6,889,719	(2,208,017)	(47.16%)	
									_
Surplus/(Deficit)	0.00	(40,987.05)	0	154,769.09	0	0	0	0.00%	-
Impact To Reserves	(155,643.25)	385,059.81	(617,430)	(2,257,014.78)	(2,072,655)	(593,277)	(1,479,378)	71.38%	

Prepared by: Jessica Crawford, Treasurer 3/27/2025



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Regular Council

Date: March 31, 2025

Department: Operations

Topic: Dewit Richter Municipal Drain Culvert Award EC-MD-25-01

Purpose: To award the culvert replacement on the Dewit Richter Municipal Drain to the low bidder Goldie Mohr Ltd.

Background: At the regular meeting on January 27th, Council approved proceeding with maintenance work on the Dewit Richter municipal drain as recommended by the drainage superintendent. GGG issued a tender on March 3rd, and there were eight submissions at closing on March 25th, 2025. See attached recommendation letter.

Policy Implications: The Drainage Act requires the Township to be responsible for repairing and maintaining the municipal drain, through its appointed drainage superintendent, on behalf of the community of landowners involved in the drain.

Strategic Plan Implications: This work aligns under the infrastructure pillar, more specifically objective 4.8 ensuring adequate drainage for township infrastructure and includes performing drainage assessments.

Financial Considerations: Any work performed on the municipal drain under section 74 or 79 of the Drainage Act would be billed out to the benefitting owners based on the final assessment schedule. A draft assessment schedule was prepared based on the estimated total project cost of \$22,487.00. The low bid of \$26,900.00 is slightly higher than the estimate provided earlier in the year. The assessment schedule will be updated once all work is completed.

Recommendation: That Council award tender EC-MD-25-01 Dewit Richter Municipal Drain Culvert replacement to Goldie Mohr Ltd. in the amount of \$26,900.00 plus non-rebated portion of HST.

Director of Operations

March 27, 2025

The Corporation of the Township of Edwardsburgh/Cardinal Attention: Dave Grant, Director of Operations/ Deputy CAO

Re: Dewit Richter Municipal Drain Culvert Replacement - Tender EC-ED-25-01

Mr. Grant,

The tender for the Dewit Richter Municipal Drain Culvert Replacement closed on March 25th, 2025, at 2:00 PM. A total of 8 tender bids were received. Greer Galloway, a division of Jp2g Consultants Inc. (GG) has reviewed the submissions for the 3 lowest bids and offers the following:

The lowest 3 bidder results are summarized below.

Ranking	Contractor	Total Bid Excluding HST	Comments
1	Goldie Mohr Ltd. (GML)	\$26,900.00	In compliance with tender requirements. No
			irregularities of note.
2	Willis Kerr Contracting	\$30,161.00	In compliance with tender requirements. No
	Ltd. (WKC)		irregularities of note.
3	W.H. MacSweyn Inc.	\$49,900.00	In compliance with tender requirements. No
	(WHM)		irregularities of note.

For each of the three lowest bids, there were no issues with the mathematical calculations or other abnormalities in the provided bids. Each bidder included all issued addenda and the Agreement to Bond form. The lowest bids were slightly higher than the initial estimate of \$23,000 but generally consistent with Greer Galloway's expectations. It is also possible that material costs have been impacted by the ongoing tariff situation in Spring 2024.

Recommendation

It is our recommendation that the tender be awarded (in full) to the lowest eligible bidder, Goldie Mohr Ltd., in the amount of \$26,900.00 (excluding HST) for the Dewit Richter Municipal Drain Culvert Replacement. The contractor has submitted all the required documentation, including a signed Addendum #01 and an Agreement to Bond. Additionally, Greer Galloway is currently working on another project with Goldie Mohr and the experience has been positive thus far.

If you have any further questions or concerns regarding this assessment, please do not hesitate to contact us.

Sincerely,

Greer Galloway, a division of Jp2g Consultants Inc.

Rob Asselstine, C.Tech., rcca

Project Manager

Arnprior Belleville Kingston Ottawa Pembroke Peterborough



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Regular Council

Date: March 31, 2025

Department: Clerk's

Topic: Rideau St. Lawrence Distribution Shareholder's Agreement

Purpose: To accept and execute the Amended and Restated Unanimous Shareholder's Agreement with Rideau St. Lawrence Holdings Inc.

Background: At the January 23 Committee of the Whole – Administration and Operations Meeting, President and CEO of Rideau St. Lawrence (RSL), Mr. Simon Wu, provided an update on the proposed changes to the Rideau St. Lawrence Unanimous Shareholder (USA) Agreement.

Rideau St. Lawrence Holdings Inc. ("RSLH") is jointly owned by four municipalities (Town of Prescott, Municipality of South Dundas, Township of Edwardsburgh Cardinal and the Village of Westport) and FortisOntario Inc. RSLH holds all shares in three subsidiary companies:

- Rideau St. Lawrence Distribution Inc.
- Rideau St. Lawrence Utilities Inc.
- Rideau St. Lawrence Services Inc.

The original USA was executed on October 21, 2000. The proposed Amended and Restated Agreement updates the governance framework to reflect current operations and regulatory requirements.

The proposed changes were as follows:

- 1. **Updating Legal Names of Parties**. Certain parties have changed their legal name since the USA was first created.
- 2. RSL Distribution Governance Issues. The existing version of the USA contained certain governance requirements specific to RSL Distribution (in particular ARC requirements). In certain areas it was not clear which entity was being referred to. These Distribution requirements have been carved out and put into Schedule A. These regulatory requirements are important to highlight in the

USA but having them separated should allow for less ambiguity in the body of the USA.

3. Permitted Business Activities. This update will update the current definition of permitted activities for the Corporation and subsidiaries. This definition has been moved out of the body of the USA into a separate schedule (Schedule B) so that it can be more easily reviewed and updated in the future. The change in language creates more flexibility to cover ancillary activities of the current operations but is balanced by section 4 of the USA which identifies decisions requiring specific shareholder approval.

Related to this, the proposal was made to grant directors the ability to acquire shares, securities or interest in another business, provided such acquisition is for a business which falls within the permitted activities, as long as the cost of the acquisition is less than fifteen percent (15%) of the owners' total equity.

- 4. **General Update to Certain More Standard Provisions**. Updates have been made to certain non-substantive provisions to make them current and applicable (notice provisions, auditor, books and records).
- 5. **Formatting/Clean-up**. Some basic clean-up to formatting, typos and the removal of a few provisions that were no longer applicable had been done.

The Municipality of South Dundas has executed the agreement, and the Town of Prescott and Village of Westport will soon follow suit in April of 2025. Legal representation for the Township of Edwardsburgh Cardinal have been given a chance to review and provide feedback on the proposed revisions. There have been no suggested revisions provided.

Policy Implications: N/A

Strategic Plan Implications: N/A

Financial Considerations: N/A

Recommendation: THAT Council authorizes the Mayor and Interim Clerk to execute the Amended and Restated Unanimous Shareholders' Agreement with Rideau St. Lawrence Holdings Inc.

Mrs. Als

91	CHWOUN-	
CAO/Deputy Clerk	Interim Clerk	

AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS' AGREEMENT

Table of Contents

1.	INTERPRETATION	3
2.	WARRANTIES AND COVENANTS	5
3.	OPERATION OF THE CORPORATION AND THE SUBSIDIARIES GENERALLY	6
4.	MATTERS REQUIRING SPECIAL APPROVAL	8
5.	CAPITAL REQUIREMENTS AND DIVIDEND POLICY	10
6.	SUBSIDIARIES	11
7.	TRANSFER OR DISPOSAL OF SHARES	11
8.	RIGHT OF FIRST REFUSAL	12
9.	GENERAL SALE PROVISIONS	14
10.	INSOLVENCY OF SHAREHOLDER	15
11.	SHAREHOLDER INDEMNITY	16
12.	NOTICES	17
13.	ENFORCEMENT OF SHAREHOLDER AGREEMENT	18
14.	TERM	18
15.	GENERAL	19
SCH	EDULE A	23
SCH	FDIJI F R	24

AMENDED AND RESTATED

UNANIMOUS SHAREHOLDERS' AGREEMENT

THIS AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS' AGREEMENT (the "Agreement") is made this • day of • 2024

BETWEEN:

RIDEAU ST. LAWRENCE HOLDINGS INC., a company incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "Corporation")

AND:

THE CORPORATION OF THE TOWN OF PRESCOTT

(formerly known as the Separated Town of Prescott) (hereinafter referred to as "Prescott")

AND:

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

(formerly known as The Corporation of the Township of South Dundas) (hereinafter referred to as "South Dundas")

AND:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

(formerly known as The Village of Cardinal) (hereinafter referred to as "Edwardsburgh/ Cardinal")

AND:

THE CORPORATION OF THE VILLAGE OF WESTPORT

(hereinafter referred to as "Westport")

AND:

FORTISONTARIO INC. a company amalgamated under the laws of the Province of Ontario (formerly known as Canadian Niagara Power Company Limited) (hereinafter referred to as "FortisOntario")

WHEREAS:

- A. The Corporation holds all of the issued and outstanding shares in the capital of three subsidiary companies (collectively, the "Subsidiaries"), namely
 - Rideau St. Lawrence Distribution Inc. (hereinafter called "Distribution")
 - Rideau St. Lawrence Utilities Inc. (hereinafter called "Utilities")
 - Rideau St. Lawrence Services Inc. (hereinafter called "Services")
- B. The parties wish to enter this Agreement to define the management and operation of the Corporation, Distribution, Utilities, and Services, the rights and responsibilities of the Shareholders in regard to the Corporation, and the rights and obligations of the parties with respect to each other;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. <u>INTERPRETATION</u>

- **1.1. Recitals Correct.** The parties hereto confirm the validity and truth of the above noted recitals, which have the same force and effect as if repeated herein at length.
- **1.2. Definitions.** In this Agreement and in any amendment hereto, unless otherwise expressly stated to the contrary, the following words and phrases shall be conclusively considered to have the following meaning:
 - 1.2.1. "Act" means the *Business Corporations Act*, R.S.O. 1990, c. B.16, and any statute that may be substituted therefor, as from time to time amended, and the regulations thereto and any regulations that may be substituted therefor, as from time to time amended;
 - 1.2.2. "arm's length" shall have the same meaning as that term is given in the *Income Tax Act* (Canada);
 - 1.2.3. "Articles of the Corporation" means the Certificate of Incorporation of the Corporation issued under the Act and any subsequent amendments thereto;
 - 1.2.4. "Board of Directors" means the board of directors of the Corporation from time to time;
 - 1.2.5. "Business Day" means any day other than a Saturday, Sunday or a day which is a statutory holiday in the Province of Ontario;
 - 1.2.6. "Business of the Corporation" means the businesses carried on by the Corporation and the Subsidiaries from time to time:

- 1.2.7. **"Business Plan"** means the business plan, which shall include an annual budget, of the Corporation and the Subsidiaries approved by the Directors as provided herein;
- 1.2.8. "By-Laws" means the by-laws of the Corporation in effect on the date of execution of the within Agreement and any subsequent additions or amendments thereto;
- 1.2.9. "Common Shares" means the Class A shares of the Corporation;
- 1.2.10. "**Director**" means each person elected or appointed by the Shareholders from time to time pursuant to section 2.2.
- 1.2.11. "Directors" means every Director;
- 1.2.12. "Dividend Policy" means the manner of declaring, determining the amount of and paying dividends as prescribed by Subsection 5.1.2 of this Agreement;
- 1.2.13. **"Person"** means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or governmental agency, authority or entity howsoever designated or constituted;
- 1.2.14. "Preference Shares" means the Class B, C, D, E, and F shares of the Corporation;
- 1.2.15. "Prime Bank Rate" means the commercial lending rate of interest which the Corporation's principal bankers quote as the reference rate of interest (commonly known as the "prime rate") for the purpose of determining the rate of interest that it charges to its best commercial customers for loans in Canadian funds;
- 1.2.16. "Shareholder" means at any time a person that is (a) a party to this Agreement that is bound by this Agreement at the time and holds one or more Shares at the time or (b) a person that becomes bound by this Agreement at any time and is bound by this Agreement at the time and holds one or more Shares at the time;
- 1.2.17. "Shareholders" means every Shareholder
- 1.2.18. **"Shares"** means the Common Shares, Preference Shares, and any other shares of the Corporation which may be authorized pursuant to the Articles of the Corporation.
- 1.3. **Extended Meanings.** In this Agreement, all words and personal pronouns relating thereto whether expressed in the singular or plural or in the masculine, feminine or neuter gender, shall be read and construed as referring to the number and gender of the party or parties referred to in each case as may be required and all verbs shall be construed as agreeing with the required words and pronouns.
- 1.4. <u>Headings.</u> The division of this Agreement into paragraphs, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- 1.5. <u>Calculation of Time.</u> When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.
- 1.6. **References to Legalization.** Any references herein to any law, by-law, rule, regulations, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 1.7. **Entire Agreement.** This Agreement represents the entire understanding of the parties and no modifications thereof, nor additions thereto, will be binding unless in writing, having direct reference to this Agreement and executed by all parties.
- 1.8. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and shall be treated in all respects as an Ontario contract.
- 1.9. <u>Amendment and Restatement.</u> This Agreement amends and restates the unanimous shareholders' agreement dated October 31, 2000 in respect of the Corporation (the "Original USA") in its entirety as of the date hereof. All of the rights, liabilities and obligations of the parties under the Original USA arising on or prior to the date hereof continue in full force and effect, as amended and restated in accordance with the terms hereof.

2. WARRANTIES AND COVENANTS

- 2.1. <u>Calculation of Shares and Warranties of the Shareholders</u>. Each Shareholder warrants as follows:
 - 2.1.1. The Shareholders of the Corporation, as of the date of this Agreement, are Prescott, South Dundas, Edwardsburgh/Cardinal, Westport and FortisOntario. All Shareholders hold Common Shares of the Corporation.
 - 2.1.2. FortisOntario owns, or shall own, Common Shares equal to but not greater than 10% of the capital of the Corporation.
 - 2.1.3. Prescott, South Dundas, Edwardsburgh/Cardinal and Westport own, or shall own, in aggregate, the balance of the Common Shares of the Corporation, being not less than ninety per cent (90%) of the Common Shares of the capital of the Corporation.
 - 2.1.4. The Common Shares issued to the Shareholders are, or once issued, shall be, free and clear of all claims, liens and encumbrances whatsoever and no Person, has any agreement or option or right capable of becoming an agreement for the purchase of any such Shares other than pursuant to this Agreement;
 - 2.1.5. Such Shareholder has not entered into with any Person, or granted to any Person any

agreement or option or right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued Shares of the Corporation.

2.2. Covenants of the Shareholders. Each Shareholder acknowledges and agrees that:

- 2.2.1. The policies and control of the affairs of the Corporation shall be determined by a Board of Directors consisting of five (5) individuals, representing the Shareholders. The Directors of the Corporation shall from time to time appoint the Officers of the Corporation. It is agreed that each of the Shareholders shall designate one (1) individual as its designated representative, respectively, on the Board of Directors. Subject to the provisions of this Agreement, the Board of Directors shall be responsible for the oversight of, and shall monitor, the business and affairs of the Corporation, the day-to-day management of which shall be conducted by management of the Corporation.
- 2.2.2. The Shareholders covenant and agree that, for so long as they are shareholders of the Corporation, they shall vote their shares so as to elect the designated representative(s) of the Shareholders as Directors of the Corporation.

2.3. Warranties of the Corporation. The Corporation warrants that:

2.3.1. The authorized share capital of the Corporation is as follows:

An unlimited number of Class A common shares

An unlimited number of Class B preference shares

An unlimited number of Class C preference shares

An unlimited number of Class D preference shares

An unlimited number of Class E preference shares

An unlimited number of Class F preference shares

2.3.2. No person, firm or corporation has any agreement or option or right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued Shares.

3. OPERATION OF THE CORPORATION AND THE SUBSIDIARIES GENERALLY

- 3.1. <u>The Business.</u> The parties acknowledge that the businesses which they intend for the Corporation and the Subsidiaries to carry on shall be described in Schedule B attached hereto.
- 3.2. <u>General Operation</u>. The parties hereto hereby agree to cause such meetings of the Corporation to be held, resolutions passed, By-laws enacted, agreements and other documents signed and things performed or done as may be required to provide for the following arrangements in connection with the operation and control of the Corporation:
 - 3.2.1. **Board of Directors:** The affairs of the Corporation shall be managed by a Board of Directors which shall consist of five (5) individuals and which may consist of such other

- persons or persons, if any, as the Shareholders may unanimously agree upon. Meetings of the Board of Directors may be called by any Director and shall be held at the head office of the Corporation or any other location as agreed upon by a quorum of Directors. Proxies shall not be used at any Board of Directors meeting.
- 3.2.2. **Quorum for a Board Meeting:** A quorum for a meeting of the Board of Directors shall be a majority of the Directors.
- 3.2.3. **Quorum for a Shareholders Meeting:** A quorum for a meeting of the Shareholders shall be a majority of the Shareholders.
- 3.2.4. **Location of Shareholders Meetings:** Meetings of Shareholders may be called by any of the Directors. Meetings of Shareholders may be held at the head office of the Corporation, or any other location as agreed upon by a quorum of Shareholders. Minutes of said meetings shall be prepared by the Corporation and the minute book(s) of the Corporation shall be kept at either the Corporation's head office or the offices of the Corporation's solicitors.
- 3.2.5. **Approval of decisions by the Board:** Each Director is authorized to exercise one (1) vote. At all meetings of the Board, every question will be decided by a majority of the votes cast on the question. Subject to the Act and this agreement, except where a ballot is demanded, voting on any question proposed for consideration at a meeting of the Board will be determined on a show of hands.
- 3.2.6. **Execution of Contracts:** All contracts and documents binding the Corporation shall require the signatures of those individuals determined by the Board of Directors from time to time.
- 3.2.7. **Approval of Share Transfer:** The Board of Directors and the Shareholders shall sanction, approve, consent to and otherwise facilitate any transfer of Shares in the capital stock of the Corporation made in compliance with, or which is required to be made by, any provision of this Agreement.
- 3.2.8. **Issue or Transfer of Shares:** Every issue or transfer of Shares will be subject to the condition that the subscriber therefor shall, if not a party, agree to be bound by the terms of this Agreement and become a party in accordance with this Agreement.
- 3.2.9. **Share Certificates:** The Board of Directors shall cause all share certificates representing Shares in the capital stock of the Corporation which at any time are issued and outstanding to bear the following legend or words similar in effect thereon:
 - "The share(s) represented by this certificate are subject to the terms and conditions of a unanimous shareholders agreement, and are not transferable except in compliance with the terms and conditions of said Agreement, a copy of which is on file at the registered office of the Corporation."
- 3.3. **Books and Records.** Proper books of account shall be kept on behalf of the Corporation

at its premises and entries shall be made therein of all matters, terms, transactions and things as are usually written and entered into books of account in accordance with the required accounting standard as set by the Canadian Accounting governing body at that time. Any Shareholder may, at any time during usual business hours and without causing unreasonable disruption to the Corporation, cause such Shareholder's employees, agents, professional advisors or authorized representatives to review any of the books and records of the Corporation.

- 3.4. <u>Auditor.</u> The Shareholders shall appoint the auditor for the Corporation annually at a meeting of the Shareholders in accordance with section 4.1 and such auditors shall, at the fiscal year end of the Corporation prepare financial statements of the Corporation and for such purposes, they shall have access to all books of account, records and all vouchers, cheques, papers and documents of or which may relate to the Corporation, including those of the Shareholders to the extent to which such books, records, vouchers, cheques, papers and documents relate to the Corporation.
- 3.5. **Waiver of Audit.** The requirement for an audit of the Corporation for any financial year may only be waived by way of resolution of all of the Shareholders.
- 3.6. **<u>Dividends.</u>** Any payment of dividends by the Corporation shall be declared and paid to the Shareholders in compliance with the Dividend Policy.
- 3.7. **Financial Year End.** The financial year end of the Corporation shall be such date as may be recommended from time to time, by the auditors of the Corporation and approved by the Shareholders in accordance with section 4.1. The parties hereto acknowledge that at present, the financial year end is December 31st.

Business Plan. For the current financial year of the Corporation and for each and every subsequent financial year of the Corporation, the Directors, acting reasonably and in good faith and in the best interests of the Corporation, shall cause to be prepared and approved in accordance with section 4.2 a Business Plan showing, among other things, in a reasonable degree of detail the anticipated revenues, expenditures and cash flow of the Corporation and the Subsidiaries for such financial year of the Corporation. The Business Plan for any particular financial year of the Corporation shall be prepared and delivered to each Shareholder: (i) in the case of the current financial year, no more than 30 days after the date of this Agreement, and (ii) in the case of any other financial year, at least 60 days prior to the beginning of such financial year.

In the management and operation of the business, each Shareholder shall, and shall cause its designated representatives to, endeavour to the extent it is reasonable to do so to cause the Corporation and the Subsidiaries to adhere to the final Business Plan (as approved by the Directors) for a financial year and not exceed expenditures provided for therein except as permitted or approved pursuant to section 4.2.

4. MATTERS REQUIRING SPECIAL APPROVAL

4.1. Without the prior written consent of Shareholders holding, in the aggregate, not less than 80% of the total number of issued Common Shares:

- 4.1.1. the Corporation shall not enter into an undertaking inconsistent with the operations of the Corporation contemplated in Schedule B;
- 4.1.2. no proceedings for the winding-up or dissolution of the Corporation shall be taken or instituted;
- 4.1.3. the Articles of Incorporation of the Corporation shall not be amended;
- 4.1.4. the Corporation shall not amalgamate with another corporation or other corporations;
- 4.1.5. the Corporation shall not be continued under the laws of another jurisdiction;
- 4.1.6. no subsidiaries (other than the Subsidiaries) shall be created by the Corporation and the Corporation shall not acquire any shares or securities of any other corporation. Notwithstanding the above, the Corporation may, with approval of the Board of Directors, without requiring the prior written consent of the Shareholders as provided above, acquire shares, securities or interest in another business provided such acquisition is for a business which produces products or services that are related to, support or contribute to the activities which falls within the permitted business activities described in Schedule B; and; the cost of acquisition is an amount which is less than fifteen percent (15%) of the owners' total equity (as specified in the Corporation's audited consolidated financial statements from the previous fiscal year);
- 4.1.7. no Shares shall be purchased by the Corporation except as may be provided for herein and no Shares shall be redeemed by the Corporation unless the same are required to be redeemed in accordance with the Articles of Incorporation of the Corporation and are being so redeemed;
- 4.1.8. there shall be no change to the end of a financial year or taxation year of the Corporation;
- 4.1.9. there shall be no change of Dividend Policy or other policy with respect to the distribution of surplus and the declaration or payment of any dividend or other distribution on any class of shares;
- 4.1.10. the auditors of the Corporation shall not be appointed, removed or replaced except in accordance with Section 3.4 of this Agreement; and
- 4.1.11. no property of the Corporation or any Subsidiary shall be sold, leased, exchanged or otherwise disposed of other than in the ordinary course of the Business of the Corporation or as provided in the Business Plan for the applicable fiscal year.
- 4.2. Without the approval of Directors representing Shareholders holding, in aggregate, not less than 80% of the total number of issued Common Shares:
 - 4.2.1. no money shall be borrowed on the credit of the Corporation or any Subsidiary other than under a line of credit with the Corporation's bank which has been established with the approval of the Board of Directors if the debt incurred would exceed by more than twenty-five percent (25%) the debt provided for in the Business Plan for the applicable fiscal year;

- 4.2.2. no debt obligations of the Corporation or any Subsidiary shall be issued, sold or pledged, except any promissory notes, banker's acceptances or commercial letters of credit made or issued in respect of the indebtedness from time to time of the Corporation under a line of credit provided for in the Business Plan for the applicable fiscal year or approved pursuant to subparagraph 4.2.1;
- 4.2.3. no currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation or any Subsidiary, including book debts, rights, powers, franchises and undertaking, shall be charged, mortgaged, hypothecated, pledged or encumbered to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation or any Subsidiary if the debt incurred would exceed by more than twenty-five percent (25%) the debt provided for in the Business Plan for the applicable fiscal year;
- 4.2.4. no property of the Corporation or any Subsidiary shall be sold, leased, exchanged or otherwise disposed of other than in the ordinary course of the Business of the Corporation or as provided in the Business Plan for the applicable fiscal year;
- 4.2.5. no agreements shall be made with any of the Shareholders not in the ordinary course of business;
- 4.2.6. no Business Plan shall be adopted or substantially amended;
- 4.2.7. the Corporation and the Subsidiaries shall not acquire all or substantially all of the assets of any other corporation or business entity or enter into any amalgamation, merger, partnership or joint venture, or other combination with any other corporation or business entity not in the ordinary course of Business of the Corporation;
- 4.2.8. the Corporation and the Subsidiaries shall not at any time incur, or enter into any commitment to make, any capital expenditure in any financial year of the Corporation or incur, or enter into commitments to make, capital expenditures if the expenditure exceeds by more than twenty-five percent (25%) the capital expenditure amount provided for in the Business Plan; and
- 4.2.9. the Corporation and the Subsidiaries shall not advance or loan money to any person who is an officer, director or employee of the Corporation or any Subsidiary.

5. CAPITAL REQUIREMENTS AND DIVIDEND POLICY

- 5.1. It is agreed that:
 - 5.1.1. If at any time hereafter and from time to time capital or further capital is required for carrying on the Business of the Corporation, such capital shall be advanced by the Shareholders in proportion to their respective shareholdings of Common Shares. All Shareholder loans to the Corporation shall bear interest at the Prime Bank Rate, from time to time, per annum plus 2%, and shall be secured on the assets of the company. Repayment of Shareholder loans may only be demanded by a Shareholder upon giving sixty (60) days' written notice to the Corporation and may only be repaid if approved by the Board of Directors. All Shareholder loans may be repaid in whole or in part from

time to time on a pro rata basis in the discretion of the Board of Directors, whether or not repayment has been demanded. If a Shareholder (a "Defaulting Shareholder") fails to advance its portion of the capital required, the other Shareholders (the "Non-Defaulting Shareholders") may agree that one or more of them shall provide all or part of the short fall in accordance with subsection 5.1.3;

- 5.1.2. Unless otherwise agreed by the Shareholders in writing, the Board shall declare and the Corporation shall pay, subject to applicable law and subject to any restrictions imposed upon the payment of dividends by lenders or other third parties, on or about the last day of the third month following the annual general meeting, if at such time the Corporation has net income arising from the immediately preceding fiscal year and has retained earnings as at the end of such fiscal year, as shown on the financial statements of the Corporation for such fiscal year, out of the monies of the Corporation available for payment of dividends, cash dividends on the Common Shares equal in the aggregate to the consolidated after-tax net profit of the Corporation for such preceding fiscal year, less any reasonable reserves determined by the Board to be required for working capital or required to meet any obligations of the Corporation; and
- 5.1.3. If, with the consent of the Non-Defaulting Shareholders, any Shareholder advances more than its proportion of the Corporation capital requirements as provided for in paragraph 5.1.1, such Shareholder shall be deemed to have made such an advance on behalf of each Defaulting Shareholder and shall be entitled to repayment from the Defaulting Shareholder, on demand, of its proportionate share of the excess advances, together with interest at the Prime Bank Rate plus 4%, secured by a security interest in the shares of the Defaulting Shareholder. Should the Shareholders agree, the excess advance may alternatively be provided in the form of either additional equity in the Corporation or as additional debt owed by the Corporation, on such terms as the Non-Defaulting Shareholders may determine.

6. **SUBSIDIARIES**

6.1. The Shareholders agree that it shall cause the Corporation to enter into Unanimous Shareholder Declarations with the Subsidiaries, to ensure continuing compliance with the provisions of this Agreement as it applies to the Subsidiaries. In addition to any Unanimous Shareholder Declarations, specific governance requirements for Distribution are detailed in Schedule A, attached hereto.

7. TRANSFER OR DISPOSAL OF SHARES

- 7.1. Each Shareholder agrees that, except as expressly provided herein, it will not sell, transfer, assign, mortgage, pledge or otherwise dispose of or cease to be the holder of any Shares in the capital stock of the Corporation except with the unanimous consent in writing of all Shareholders of the Corporation, or as provided hereunder. The Corporation agrees that no other Shares of the Corporation shall be issued without the express written consent of all Shareholders.
- 7.2. The provisions of this Agreement shall apply mutatis mutandis to any shares into which the

Common Shares of the Corporation or any other class of shares to be issued may hereafter be converted or changed or to any shares resulting from a reclassification, subdivision or consolidation of any such shares and also to any shares of the Corporation which are received by the Shareholders as a stock dividend and to any shares or other securities of the Corporation or of a successor company thereof respectively which may be received by the Shareholders of such shares on an amalgamation, reorganization or reconstruction of the Corporation.

8. RIGHT OF FIRST REFUSAL

- 8.1. Subject to the provisions of sections 8.3 and 9, if any Shareholder (hereinafter in this section 8.1 called the "Offeror") desires to sell all but not less than all of the Common Shares owned by it, the Offeror shall give notice (hereinafter in this section 8.1 called the "Selling Notice") to the other Shareholders (hereinafter in this section 8.1 called collectively the "Offerees" and) of its intention to do so. Such Selling Notice shall set forth the number and class of the Common Shares (hereinafter in this section 8.1 called the "Offered Shares") which the Offeror wishes to sell, the price per share at which the Offeror is prepared to sell the Offered Shares and any other terms and conditions, provided that such must not be contrary to the provisions of section 9 of this Agreement, and the proposed date of sale (hereafter called the "Sale Date"), which shall not be less than thirty (30) days nor more than sixty (60) days after the date on which the Selling Notice is given to the Offerees. In such event, unless all the Shareholders otherwise agree, the following provisions of this section 8.1 shall govern such purchase and sale:
 - 8.1.1. the Selling Notice shall be deemed to be an offer, irrevocable within the time hereinafter specified for acceptance, by the Offeror to sell the Offered Shares to the Offerees;
 - 8.1.2. within thirty (30) days after receipt of the Selling Notice, each Offeree may give to the Offeror a notice of acceptance which shall set forth the number of Offered Shares which such Offeree is willing to purchase from the Offeror;
 - 8.1.3. if the Offerees accepting the offer collectively are prepared to purchase all the Offered Shares, then they shall be entitled to purchase the Offered Shares as nearly as may be in proportion to the number of Common Shares of the Corporation then held by them respectively, provided that, if any such Offeree claims less than its respective proportion, the difference in unclaimed Offered Shares shall be used to satisfy the claims of those who claim in excess of their proportions and if the claims in excess are more than sufficient to exhaust such unclaimed Offered Shares, the unclaimed Offered Shares shall be divided *pro rata* among the Offerees desiring to purchase excess shares in proportion to their holdings of Shares of the Corporation immediately prior to the delivery of the Selling Notice, but no Offeree shall be bound to purchase any Offered Shares in excess of the number which it agreed to purchase in its notice of acceptance;
 - 8.1.4. if none of the Offerees accepts the offer or the Offerees accepting the offer collectively are not prepared to purchase all of the Offered Shares, then the Offerer may sell all of the Offered Shares to any other Person within sixty (60) days after the Sale Date at a price per security not less than and on terms and conditions not more favorable to such

- Person than the price per security and the terms and conditions set forth in the Selling Notice. In the event that the Offeror does not sell the Offered Shares to such Person within such sixty (60) day period, then the provisions of this Agreement shall once again apply and so on from time to time;
- 8.1.5. if the Offeror has received a *bona fide* offer from a third party to purchase the Offered Shares prior to the date of the Selling Notice which it wishes to accept, then a copy of such offer shall be sent to each Offeree with the Selling Notice and the terms and conditions of sale set forth in the Selling Notice shall be the same as those set forth in such offer, and the Sale Date proposed shall not be less than thirty (30) days nor more than sixty (60) days after the date on which the Selling Notice is given to each Offeree. By delivering a Selling Notice, the Offeror represents and warrants to each other Offeree that there is no direct or indirect supplementary consideration (whether or not in the nature of a tangible or intangible asset, money property, securities or other benefits) to be received by the third party or any other Person in connection with such offer and that such offer is not made as part of or in connection with any other transaction;
- 8.1.6. if the Offered Shares shall not be capable, without division into fractions, of being offered to or being divided among such Offerees in the proportions above mentioned, the same shall be offered to or divided among such Offerees as nearly as may be in the proportions hereinbefore mentioned and any balance shall be offered to or divided among such Offerees or some of them in such manner as may be determined by the Board of Directors of the Corporation.
- 8.2. **Piggyback Rights.** Where, after compliance with the provisions of section 8.1, any group of Shareholders desires and is entitled to sell all but not less than all of the Common Shares held by them to a third party and such group holds more than fifty percent (50%) of the Common Shares, then such sale, notwithstanding the provisions of section 8.1, shall be permitted only if such third party makes an offer in writing to all other Shareholders holding Common Shares to purchase such Common Shares held by such Shareholders at the same price and upon the same terms and conditions, which written offer shall be irrevocable for forty-five (45) days following the day on which the rights of all such Shareholders under section 8.1 have been waived or expired.
- 8.3. If (i) an offer is made by a third party to purchase all outstanding Common Shares held by Shareholders holding more than eighty percent (80%) of the outstanding Common Shares; or (ii) an amalgamation, merger, plan of arrangement or other reorganization of the Corporation, (for greater certainty, excluding a municipal amalgamation or other restructuring), is proposed by a third party or an offer is made by a third party to purchase all or substantially all of the assets of the Corporation (collectively a "Reorganization"), all Shareholders are required to sell their Common Shares to the Offeror or approve such Reorganization, as the case may be, if such sale or Reorganization is approved by the holders of more than eighty percent (80%) of the outstanding Common Shares.
- 8.4. **Put Right.** If the Directors have decided in accordance with section 4.2 that the Shareholders shall make advances to the Corporation pursuant to section 5.1, any

Shareholder whose representative on the Board of Directors voted against such proposed advances may sell all but not less than all of the Common Shares held by it by giving a notice (the "Put Notice") to the other Shareholders stating that it will sell all of such Common Shares pursuant to this section 8.4, whereupon the other Shareholders shall purchase *(pro rata* in accordance with section 8.1.3, unless otherwise agreed between them), or cause the Corporation to purchase, in the sole discretion of the other Shareholders, all of such Common Shares for a cash purchase price equal to the fair market value of such Common Shares determined in accordance with section 10.4 as at the date of the Put Notice. Any transaction of purchase and sale pursuant to this section 8.4 shall be completed in accordance with the provisions of Article 9.

9. GENERAL SALE PROVISIONS

- 9.1. Sale Provisions. Each Shareholder who hereafter sells any Shares pursuant to the provisions of this Agreement (such Shareholder being herein sometimes in this section 9 called the "Seller") shall hereby be deemed to warrant to each other Shareholder or other person who purchases such Shares (such Purchasing Shareholder or other person being herein sometimes called the "Buyer") that, at the time of Closing of the transaction of purchase and sale in question, (a) the Seller shall have good and marketable title to such Shares, and (b) the Buyer will acquire such Shares free of any encumbrance of any kind, and in addition the Seller shall hereby be deemed to agree to indemnify and save the Buyer harmless against any loss suffered by the Buyer as a result of there being any encumbrance upon or any defect in the title of the Seller to such Shares.
- 9.2. **Closing.** Each purchase and sale of Shares between Shareholders pursuant to this Agreement shall, unless otherwise expressly provided herein or otherwise agreed between the Seller and the Buyer, be closed at the offices of the solicitors of the Corporation at 10:00 a.m. on the fifteenth (15th) day after the date of the last notice given (or deemed to be given) by the Buyer or Seller, as the case may be, pursuant to the applicable sections of this Agreement.
- 9.3. **Conditions and Closing.** At the time of closing of any purchase of Shares of the Corporation as set forth in section 9.2, the Seller shall table:
 - 9.3.1. a certificate or certificates representing the Shares being sold by the Seller, duly endorsed by the Seller in blank for transfer and transfers of any Shares being sold in such form as the Buyer may reasonably require;
 - 9.3.2. in the case of a sale of Shares by a person which is not a natural person, such authorizing resolutions, orders or other instruments as the solicitors for the Buyer shall reasonably consider necessary to effect and evidence a valid sale and transfer of such Shares; and
 - 9.3.3. evidence of the consent of the Shareholders and/or the Directors to the purchase of Shares in question if such consent is required by this Agreement and/or the Articles of the Corporation;

and each Buyer shall pay for such Shares by bank draft, certified cheque, wire transfer, or other means of immediately available funds. If the Seller fails to comply with the

- requirements set out in this section, the Buyer shall, in addition to its other rights, including its right to specific performance, be entitled to rescind and shall have an action for damages.
- 9.4. **Indebtedness of Seller to Corporation.** If, on the date of closing of any sale and purchase of Shares of the Corporation, the Seller is indebted to the Corporation in an amount recorded on the books of the Corporation and verified by the auditor of the Corporation, then unless otherwise agreed in writing between the Corporation and the Seller, each Buyer shall pay the purchase price payable therefor by it to the Corporation's solicitors, in trust, by tabling and delivering to the Corporation's solicitors, in trust, at the time of closing of such purchase and sale, the purchase price for such Shares. The Corporation's solicitor is hereby authorized by the Seller to apply the total purchase price proceeds to repayment of the indebtedness of the Seller to the Corporation. If such proceeds exceed such indebtedness, the Corporation's solicitors are hereby authorized by the Buyer to pay the excess over to the Seller at the time of closing of such purchase and sale. In the event that the Seller sells all of the Shares of the Corporation owned by it and the indebtedness of the Seller to the Corporation exceeds the proceeds of such sale, then the Seller shall at the time of closing of such purchase and sale pay the balance of such indebtedness to the Corporation to retire such indebtedness.
- 9.5. **Indebtedness of Corporation to Seller.** If, on the date of closing of any sale and purchase of Shares of the Corporation, the Corporation is indebted to the Seller all of whose Shares are purchased by other Shareholders or if such Seller is the guarantor of any indebtedness of the Corporation, the Buyer or Buyers shall, at the time of closing, purchase such indebtedness at its face value or assume such guarantee in either case *pro rata* in accordance with the number of Shares purchased by it or them.
- 9.6. **Agreement, Binding on Transferees.** No Shares of the Corporation shall be effectively issued, sold, assigned, transferred, disposed of or conveyed by the Corporation or a Shareholder to any Person other than a Shareholder, until the proposed transferee or purchaser executes and delivers to the parties hereto an agreement agreeing to be bound by this Agreement and any further agreement with respect to the Corporation to which the Shareholders are then, or are then required to be, parties, and unless the proposed transferee or Buyer, on becoming a party to this Agreement, would be in compliance with the provisions of this Agreement. Upon the proposed transferee or Buyer so doing, such agreements shall enure to the benefit of and be binding upon it as if it had executed and delivered, this Agreement and such other agreements.
- 9.7. Continuing Obligations. Any Shareholder who sells to a person all of the shares of the Corporation owned by it in accordance with the terms of this Agreement, shall thereafter be released and discharged from the further performance of all of its covenants and obligations hereunder from and after the date of such sale and compliance by the transferee with section 9.6 except for any obligations under this Agreement which expressly or impliedly are to survive any such sale.

10. INSOLVENCY OF SHAREHOLDER

10.1 If any Shareholder of the Corporation shall become insolvent or bankrupt, the other Shareholders ("Solvent Shareholders") shall have the right and option to purchase all of the

Shares in the capital of the Corporation held by such Shareholder ("Insolvent Shareholder"), in accordance with their proportionate shareholdings, at and for the fair market value of each such Share as at the date immediately preceding such insolvency or bankruptcy. Such option must be exercised by notice in writing to the Insolvent Shareholder (with a copy to the Corporation), within the one hundred and twenty (120) day period following the day upon which the Shareholders first became aware of the insolvency, or bankruptcy, as the case may be.

- 10.2 The purchase price shall be paid in equal semi-annual payments without interest over a period of 60 months with the first payment to be made on the first day of the month following the exercise of the option. Such amount may be prepaid in whole or in part at any time without notice.
- 10.3 Subject to the provisions of the Act, if within the period of one hundred and twenty (120) days set out in section 10.1 a notice in writing shall not have been given to the Insolvent Shareholder (with a copy to the Corporation) by all or any of the Solvent Shareholders setting out therein the intention of such Solvent Shareholder or Shareholders to purchase, effective immediately prior to the insolvency event, all of the Common Shares owned by the Insolvent Shareholder, then the Corporation shall have the right to redeem and repurchase such portion of the Common Shares as shall not be the subject of a purchase and sale transaction with the Solvent Shareholder(s), effective immediately prior to the insolvency event, for a cash price equal to the fair market value of the Common Shares as at the date immediately preceding the insolvency or bankruptcy of the Insolvent Shareholder.
- 10.4 For the purpose of this Section 10, the fair market value of the Shares of an Insolvent Shareholder at the relevant time shall be determined by a certified business valuator as appointed by the Board of Directors, the costs of which shall be borne by the Corporation. In the event the Board of Directors shall not have appointed a certified business valuator within thirty (30) days of the Shareholders first becoming aware of the insolvency or bankruptcy, as the case may be, then the certified business valuator shall be chosen by the auditor of the Corporation. The determination of such fair market value by such certified business valuator shall be conclusive and binding on the parties for the purposes of this section 10.
- 10.5 Any transaction of purchase and sale pursuant to this section 10 shall be completed in accordance with the provisions of Article 9 hereof but with effect and deemed completion as of the time immediately prior to the occurrence of an insolvency event.

11. SHAREHOLDER INDEMNITY

- 11.1. Each Shareholder (an "Indemnifying Party") hereby agrees to indemnify, hold harmless, reimburse and defend the Corporation and the Subsidiaries and each and every other Shareholder (hereinafter in this section referred to as an "Indemnified Party") for, from and against any and all liability, loss, damage or expense (including, without limitation, reasonable legal fees and disbursements) and any claim thereof or therefor which is asserted against, imposed on, or incurred or sustained by, any Indemnified Party (regardless of the form or nature of such liability, damage, loss, expense or claim) and either:
 - 11.1.1. results from, arises out of or is connected with;

- i. the nonfulfillment or breach by the Indemnifying Party of any covenant in or obligation under this Agreement; or
- ii. the negligence or misconduct of (x) the Indemnifying Party or (y) any shareholder, director, officer, employee or agent of the Indemnifying Party or (z) any affiliate (other than the Corporation or any Subsidiary) of the Indemnifying Party; or
- 11.1.2 arose in respect of or was incurred by the Indemnifying Party or any electricity commission or public utility commission or corporation under section 142 of the *Electricity Act*, 1998 associated with such Indemnifying Party, except as expressly provided in any transfer by-laws in respect of the transfer of assets to the Corporation and its Subsidiaries ("Transfer By-Laws") passed by the Indemnifying Party.
- 11.2. Except as provided in any Transfer By-Laws, none of the Corporation or its Subsidiaries assumes or will be liable for any obligations or liabilities of the Shareholders or any electricity commission or public utility commission or corporation under section 142 of the *Electricity Act*, 1998 associated with any of them.

12. NOTICES

Notices. Any notices required to be given herein will be given to the parties in writing at the addresses provided below, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices will be deemed to have been received, if sent by mail, on the fifth (5th) day following the date of mailing and, if delivered personally, by facsimile, by registered mail, by courier, or by electronic means, on the day they were delivered.

If to Corporation:	985 Industrial Road P.O. Box 699
	Prescott, Ontario KOE 1T0
	Attention: CEO
If to Prescott:	360 Dibble Street,
	P.O. Box 160
	Prescott, Ontario KOE ITO
	Attention: Clerk
If to South Dundas	P.O. Box 740
	Morrisburg, Ontario KOC 1X0
	Attention: Clerk
If to Edwardsburgh/Cardinal	18 Centre Street
	P.O. Box 129
	Spencerville, Ontario K0E 1X0
	Attention: Clerk

If to Westport	Bedford Street P.O. Box 68 Westport, Ontario K0G lX0 Attention: Clerk
If to FortisOntario	1130 Bertie Street, P.O. Box 1218 Fort Erie, Ontario L2A 5Y2 Attention: Chief Executive Officer

Any party may from time to time change its or its address by written notice to each other party given in accordance with the provisions of this Paragraph.

13. ENFORCEMENT OF SHAREHOLDER AGREEMENT

- 13.1. <u>Voting Power</u>. The parties hereto shall at all times use their voting powers (whether expressed by way of vote or written consent) in accordance with the provisions of this Agreement and for the purposes of effectuating the same and for the purposes of ensuring that the Directors of the Corporation shall exercise their powers consistently with the provisions of this Agreement and for the purposes of effectuating the same. The Directors of the Corporation shall see to it that its officers and employees carry out all duties which they are required to perform under the provisions of this Agreement.
- 13.2. <u>Arbitration</u>. The parties agree in the event of a dispute, controversy or claim as to any matter within the terms of this Agreement, (other than a matter in respect of which this Agreement otherwise expressly provides for its conclusive determination) that such dispute shall be referred to arbitration of a single arbitrator as agreed upon by the parties or as appointed pursuant to provisions of the Arbitrations Act, (Ontario) 1991, as amended, whose decision shall be final and binding on all parties.

14. TERM

- 14.1. <u>Termination Generally</u>. This Agreement shall come into force and effect as of the date set out above and shall continue in force until the earlier of:
 - 14.1.1. The date on which this Agreement is terminated by written agreement of the parties;
 - 14.1.2. The date on which the Corporation is dissolved in accordance with the applicable provision of the Act;
 - 14.1.3. The date on which an order is made for the winding-up of the Corporation;
 - 14.1.4. The date on which all issued and outstanding Shares become owned by a single person; or
 - 14.1.5. The date on which the Corporation becomes insolvent or makes an authorized assignment in bankruptcy or is petitioned into bankruptcy.

15. GENERAL

- 15.1. **Partial Invalidity**. If for any reason whatsoever any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:
 - 15.1.1. is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability and illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
 - 15.1.2. continues to be applicable to and enforceable to the fullest extent permitted by law against any person and in any circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

No party is obligated to enforce any term, covenant or condition of this Agreement against any person, if, or to the extent by so doing, such party is caused to be in breach of any laws, rules, regulations or enactments from time to time in force.

- 15.2. **Time of Essence.** Time shall be of the essence of this Agreement.
- 15.3. <u>Further Documents</u>. Each of the parties hereto will, from time to time at any other party's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as such other party may require to more effectively complete any matter provided for herein.
- 15.4. **No Partnership.** Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of any other party to this Agreement in the conduct of any business or otherwise, or a member of a joint venture or a joint venture enterprise with any other party to this Agreement.
- 15.5. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- 15.6. <u>Successors and Assigns</u>. This Agreement and all of the terms, covenants, provisions, options and conditions of and contained in this Agreement. and obligations hereunder, shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, estate trustees, personal representatives, successors and permitted assigns, and shall be binding upon any trustee or receiver in bankruptcy of any party hereto, his or its executors, administrators, estate trustees, personal representatives, successors and permitted assigns and upon any person upon whom shall devolve, by operation of law or otherwise, any interest or claim in or to the property of or the interest herein of any party hereto, his or *its* heirs, executors, administrators, estate trustees, personal representatives, successors and permitted assigns.
- 15.7. **English Language.** Each of the parties hereto acknowledges that it has required that all documentation in connection with this transaction be drawn upon in the English language. Chacune des parties reconnait par les presentes qu'on a exigé que toute la documentation

concernant cette transaction soit rédigée en anglais.

- 15.8. <u>Independent Legal Advice</u>. The parties acknowledge that each of them:
 - 15.8.1. has had independent legal advice;
 - 15.8.2. understands its rights and obligations under this Agreement and the nature and consequences of the Agreement;
 - 15.8.3. agrees that the terms of the Agreement are fair and reasonable; and
 - 15.8.4. is entering into the Agreement with the prior approval of its Council or its directors and shareholders, as applicable.
- 15.9. <u>Construction Clause</u>. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.
- 15.10. <u>Termination of Prior Agreements</u>. It is agreed that all prior agreements among some or all of the parties hereto regarding the shareholdings of the Corporation, whether written or oral, are hereby terminated.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto. SIGNED, SEALED AND DELIVERED in the presence of:

RIDEAU ST. LAWRENCE HOLDINGS INC.

by:	
	President & CEO
by:	
	Vice President & CFO
	THE CORPORATION OF THE TOWN OF PRESCOTT
by:	
	Mayor
h.v.	
oy.	Clerk
	THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS
by:	
•	Mayor
hv.	
٠,٠	Clerk
	THE CORPORATION OF THE
	TOWNSHIP OF EDWARDSBURGH/CARDINAL
	LD WINDSDORGII/CIRDIWIL
by:	
	Mayor
hv·	
Jy.	Clerk

THE CORPORATION OF THE VILLAGE OF WESTPORT

by:	
	Mayor
by:	
	Clerk
	FORTISONTARIO INC.
by:	
	President
by:	
	Vice President

SCHEDULE A

RIDEAU ST. LAWRENCE DISTRIBUTION INC. – SPECIFIC GOVERNANCE REQUIREMENTS

The following are specific corporate government requirements for Rideau St. Lawrence Distribution Inc., which are intended to be supplementary and in addition to its corporate by-laws and other constating documents. If there is any ambiguity or inconsistency between such documents and the items provided for below, the intention is for the items below to govern.

1. Board Composition - Notwithstanding anything to the contrary, Distribution's board of directors shall at all times comply with the requirements under Ontario Energy Board's Affiliate Relationships Code (ARC) for Electricity Distributors, as may be prescribed from time to time. This shall include but not be limited to having at least one-third (1/3) of the directors comprised of independent directors.

SCHEDULE B

PERMITTED BUSINESS ACTIVITIES OF THE CORPORATION AND THE SUBSIDIARIES

The Shareholders acknowledge and agree that the Corporation and the Subsidiaries shall be operated with a view to profitability and maximizing shareholder value, including actively pursuing appropriate growth and merger opportunities relating to the Businesses, adhering to applicable laws and regulations while maintaining appropriate commitments to customer satisfaction, community service, safety and environmental protection. The permitted activities shall include:

- (i) the distribution of electricity, and activities related thereto, in the areas of Prescott, South Dundas, Edwardsburgh/Cardinal and Westport and those other service areas as determined by the Board of Directors from time to time;
- (ii) the provision of retail services; communications; fibre optics; streetlighting, electric vehicle charging, power generation, energy storage, decentralized energy resources, energy conservation, emission reduction services, and activities related thereto; and
- (iii) provision of human resources and asset services to the Corporation, Distribution, Utilities and Services.

Unless the Shareholders otherwise determine by a resolution duly passed by all of them or an instrument in writing signed by all Shareholders, the Corporation and the Subsidiaries shall not, either directly or indirectly, carry on any business other than a business described in this Schedule.



February 27th, 2025

FROM	DATE	SUBJECT
AMO	Feb 20	Watchfile
AMO	Feb 21	Policy Update: Weekly Provincial Election Tracking Update
ONTapproved	11	Introduction Ontario Approved Professionals
TWP of Archipalego	Feb 24	RES: Response to Tariff Threats
TWPEC	Feb 25	Minor Variance Application A-01-25, 2 Tuttle Point
North Bruce Peninsula	Feb 27	RES: Cell Towers and their associated maintenance
Town of Niagara on the Lake	11	RES: Redistribution: Provincial Land Transfer Tax & GST
Town of Tillsonburg	11	RES: Redistribution of the Provincial Land Transfer Tax & GS
TWP of McGarry	11	RES: Ontario Building Code
Town of Kearney	11	RES: increasing the maximum annual Tile Drain Loan Limit
AMO	II .	Watchfile



March 5th, 2025

FROM	DATE	SUBJECT
Town of Parry Sound	Feb 27	RES: Call to "buy Canadian"
ROMA	11	Board Update: Conference wrap-up, pre-election work, & more
Town of Halton Hills	"	RES: Ontario Deposit Return Program
Brudenell, Lyndoch, & Raglan T	WP"	RES: Paid plasma free zone
Town of Goderich	II	RES: Support for Ride Share Services in Ontario
City of Woodstock	II	RES: speeding, distracted driving, and impaired driving
ROMA	II	ROMA trains and drains advocacy moves forward
Town of Niagara on the Lake	II	RES: Amendment of Subsection 29(1.2): Ontario Heritage Act
AMO	II	Watchfile
Health Unit	II .	South East Health Unit Media Release
TWP of Coleman	Mar 3	RES: Urgent Need for Improvements to Highways 11 and 17
City of Toronto	II	Correspondence from the City Clerk
Municipality of Markstay-Warre	n "	RES: EOWC Support for Government Negotiations with U.S
SBCC	Mar 4	SBCC Community News What's Happening & How to Join In!
UCLG	II	Economic Development eNews March 4, 2025



March 12th, 2025

FROM	DATE	SUBJECT
AMO	Mar 4	Policy Update - Communities Brace for Tariff Impact
AMO	Mar 6	Watchfile - March 6, 2025
SNC	Mar 7	Notice of Public Consultation for new natural hazard maps
Dundas Manor	"	Expanding the Circle of Compassionate Care Campaign
CMHC	Mar 10	Initial Release of Housing Design Catalogue
AMO	"	Navigating Conflict Relationships as an Elected Official
City of Port Colborne	"	RES: Sovereignty of Canada
City of Port Colborne	"	RES: Provincial Election Health Care Advocacy
TWP of Selwyn	"	RES: U.S. Tariffs on Canada/Purchasing Policies
TWP of North Dundas	"	RES: rural road safety program
TWP of Central Frontenac	"	RES: U.S Tariffs on Canadian Goods
TWP of Puslinch	"	RES: Call to Action to Buy Canadian
Town of LaSalle	"	RES: Tariffs on Canadian Production
City of Sarnia	"	RES: Carbon Tax
Town of Prescott	"	RES: Trade Tariffs



March 19th, 2025

FROM	DATE	SUBJECT
AMO	Mar 4	Policy Update - Communities Brace for Tariff Impact
AMO	Mar 6	Watchfile
CMHC	Mar 10	Initial Release of Housing Design Catalogue
Champlain TWP	"	RES: respond to U.S. tariff threats
AMO	"	Navigating Conflict Relationships as an Elected Official
City of Port Colborne	"	RES: Sovereignty of Canada
City of Port Colborne	"	RES: Provincial Election Health Care Advocacy
TWP of Selwyn	"	RES: U.S. Tariffs on Canada/Purchasing Policies
TWP of North Dundas	"	RES: rural road safety program
TWP of Central Frontenac	"	RES: U.S Tariffs on Canadian Goods
TWP of Puslinch	"	RES: Call to Action to Buy Canadian
Town of LaSalle	"	RES: Tariffs on Canadian Production
City of Sarnia	"	RES: Carbon Tax
Town of Prescott	"	RES: Trade Tariffs
AMO	Mar 13	Watchfile
AMO	"	Policy Update - Continued AMO Action on Trade and Tariffs
AMO	Mar 14	Managing Communications Through Crisis Workshop
AMO	"	Inaugural AMO Rural Healthy Democracy Forum!
TWP of Amaranth	11	RES: Buy Local and Canadian
AMO	"	AMO Policy Update - Continued AMO Action- Trade and Tariffs
East Ferris Municipality	"	RES: Standing for Canada Resolution
Town of Bradford West Gwillimbury "		RES: Motion to Request Landlord Tenant Reforms



March 19th, 2025

FROM	DATE	SUBJECT
AMO	March 20	Watchfile
AMO	"	Policy Update - New Provincial Cabinet
CN	March 25	Notice - Annual Vegetation Management Program

Date Printed 2/25/2025 4:21 PM

Page 1

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

			Payment #
ment Amount	Invoice Amount Pay	Reference	
			PP -
248.60	248.60	pw-Jan 2025 street light repairs	
		c.	PP -
	353.13	rec-pest control	
	740.43	rec- door sweeps	
	97.08	rec- pest control	
1,284.78	94.14	Monthly pest control	
		ckville	PP -
433.92	433.92	fd- alarm system monitoring	
			PP -
49.66	49.66	fd- fire extinguisher recharge	
			PP -
83.44	83.44	fd- first cert/medical	
			PP -
2,771.31	2,771.31	pw-T19-04 temp sensor	
_,		· ·	PP -
3,250.22	3,250.22	es-chemicals	
			PP -
23.00	23.00	fd-drive test book-course exp	
20.00		es Inc.	PP -
	95.67	es- sampling lab testing	
	262.67	es- sampling lab testing	
2,328.61	1,970.27	es-lab testing	
_,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Public	PP -
800.00	800.00	Jan 2025 Union dues collected	
			PP -
72.49	72.49	pw-expense	
72.10	72.10	p	PP -
41.00	41.00	fd-Vulnerable sector check	
41.00	11.00	anada	PP -
	9,440.97	pw-salt - cardinal	
	4,234.97	pw-salt-Pittston	
	8,304.55	pw-salt - pittston	
30,290.95	8,310.46	pw-salt - cardinal	
30,230.30	0,010.40	pro san sarama	PP -
	202.27	es- johnstown-30 May St	
844.73	642.46	es-johnstown 25 elizabeth st	
044.70	042.40	oo jonnotown 20 ch2abeth st	PP -
1,100.00	1,100.00	Cleaning Services for Nov 2024	
1,100.00	1,100.00	5.54ming 56141656 101 1404 2024	PP -
1 050 40	1.050.42	pw- Geotab program - Jan	
1,959.42	1,959.42	pri Geotab program - Jan	PP -

Page 143 of 238

Date Printed 2/25/2025 4:05 PM

Page 1

Bank Code - PAD - Preauthorized Debit

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pa	yment Amount
PP -	BFL Canada Risk an			
	Feb 2025	Finance - Insurance 2024	318,709.40	318,709.40
PP -	Bell Canada			
	658-2141 02-25	spencerville arena	135.91	
	658-3001 02-25	fd/pw- phone split	148.56	
	658-3055 02-25	admin	484.94	
	536626539 02-25	Cardinal Arena internet	56.44	0.50.00
	546532571 02-25	Rec- Bell Internet J.Town	132.15	958.00
PP -	Eastlink	15.1	222.25	200.05
	23094847	pw/fd phone	226.65	226.65
PP -	Hydro One Networks			
	02595 01-25	spencerville arena	4,016.35	
	19876 01-25	spencerville arena	9,953.23	
	03768 01-25	ball diamond	38.70	
	16052 01-25	johnstown pool	52.90	
	77395 01-25	south centre	337.51	
	64439 01-25	wwtp-3207 Windmill	3,323.40	
	10647 02-25	pw-Pittston Shop	747.21	
	14330 02-25	St Lights Var Jan 2025	1,052.74	
	18196 02-25	lagoon-2301 RD 21	381.13	19,903.17
PP -	Ontario Municipal E			
	Jan 2025	Jan 2025 Contributions	46,602.04	46,602.04
PP -	Pitney Bowes			,
	3202502261	Postage Machine Qtr Lea Sep-Dec	440.53	440.53
PP -	Reliance Home Com	fort		
	4422619 02-25	rec hot water heater rental	251.31	251.31
PP -	Royal Bank Visa			
	2113 01-25	S.Nicholson Dec 2024	249.14	249.14
PP -	Superior Propane			
	52407893	4145 County Rd 22	2,409.43	
	52459136	22 Sloan Street	138.43	
	52459135	rec - 4050 Dishaw St	103.81	
	52478855	6055 County Rd #44	1,374.55	
	52478856	Twp Office	2,224.73	
	52496554	5 Henderson St	464.22	
	52561872	rec - 4050 Dishaw St	141.24	6,856.41
PP -	Telus Mobility			
	16215291197	Feb 2025 Corporate Account	456.10	456.10
PP -	Township of Edward	lsburgh/Cardi		
	PP 4 2025PT/FTA	PP 4 2025 PT/FT A Payroll	2,416.90	
	PP 4 2025 PT/FT	PP 4 2025 PT/FT Payroll	135,424.51	137,841.41
PP -	Union Gas Limited	•	, , , , , , , , , , , , , , , , , , , ,	,
	44787 6 01-25	87 Legion Way	1,777.59	
	53951 1 01-25	wwtp-4000 John natural gas	4,343.35	6,120.94
PP -	Walker Climate Care		.,5.5.50	3,120.01
	128097014	Lib-maitenance pkg	20.32	
	128097076	Lib-maitenance package	20.32	
	128097034	rec-maitenance pkg	52.77	
	128097056	adm-maitenance pkg-furnance & A	67.18	160.59

Date Printed 2/25/2025 4:05 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00031 to 2025-00031

Page 2

PROPOSED PAYMENTS

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pa	yment Amount
PP -	Workplace Safet	y & Insurance		
	Jan 2025	Jan 2025 Premium	7,864.02	7,864.02
			Total Proposed Payments:	546,639.71
			Total PAD:	546,639,71

Certified Correct This Tuesday, February 25, 2025

ssica Crawford, Treasurer

Sean Nicholsont, CAO

Page 2

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pay	ment Amount
	2590037	fd- fuel	60.33	
	2590039	rec-fuel	98.04	
	2590049	fd- fuel	48.00	
	2590050	fd- fuel	91.19	
	2590061	pw-fuel	106.06	
	2590070	fd- fuel	69.73	
	2590075	fd- fuel	112.00	
	2587843	pw-fuel	82.00	
	2587802	fd- fuel	108.00	
	2587808	pw-fuel	130.62	
	2587819	fd- fuel	67.00	
	2587820	rec-fuel	50.01	
	2587824	fd- fuel	87.01	
	2587828	pw-fuel	105.00	
	2587837	pw-fuel	119.96	
		•	79.47	
	2587847	rec-fuel	104.00	
	2587850	es-fuel truck	101.74	
	2590084	pw-fuel		
	2590091	pw-fuel	102.18	
	2590093	rec-fuel	97.00	
	2587604	pw-fuel	71.00	
	2590099	pw-fuel	91.00	
	2587644	es-fuel	105.54	
	2587714	es-fuel	103.49	
	2587732	es-fuel	98.44	2,288.81
PP -	Fabco Plastics Wh	olesale Ltd.		
	20338271-01	wtp-fittings	57.92	57.92
PP -	GT Automotive			
	051589	wwtp-2018-oil change	130.00	
	051646		1,942.23	2,072.23
PP -	GFL Environmenta	I Inc		
	LQ02624665	pw-Cardinal Hazardous waste disp	4,586.95	
	LQ02624673	pw-Pittston Hazardous waste dispo	6,145.46	10,732.41
PP -	GHD Limited	pri i matani i nazari ana ana ana ana ana ana ana ana ana an		
	723-0005479	adm- it services	8,626.70	8,626.70
PP -	Goldsmith Saw	ddii ii ddiiidd		
PP -	1996685	rec- zamboni blades	84.75	
	1996682	rec- zamboni blades	84.75	169.50
PP -	Greer Galloway Co		4,918.33	4,918.33
	43802	es-UV Engineering - design	4,010.00	,,0.0.00
PP -	Hach Sales & Serv		468.95	
	373190	wtp-calibration kit lab	149.96	618.91
	373679	es-H2s kit - lagoons	149.50	010.51
PP -	Hansler Smith Lim		366.73	
	5820762	rec-cleaning supplies		
	5821348	rec- cleaning supples	666.52	
	5821349	rec-cleaning supplies	169.17	4 274 50
	5823905	rec-cleaning supplies	169.17	1,371.59
PP-	IN Engineering & S			4 4 40 00
	403457	Plan-Lockmaster Meadow Review	4,146.25	4,146.25
PP -	Ignite Printing			

Page 3

Payment #	Vendor Name Invoice #	Reference	Invoice Amount Pay	ment Amount
	250455	adm-Natalie Charette Business Ca	129.25	
	250516	adm-self ink sample natalie	51.28	180.53
PP -	Irving, Connor	adm-sell link sample flataile	01.20	100.00
PP-	Feb 20, 2025	fd- police check	41.00	41.00
PP -	Jewell Engineering	id-police cricck	41.00	41.00
	00121041	storm-Cty Rd 2-Prof services Jan 2	1,680.88	1,680.88
PP-	Limerick Environme	-	1,000.00	1,000.00
-	2024-3528	bin pickup transfer site	2,527.25	
	2024-3529		324.92	2,852.17
DD.		bin pickup transfer site	324.92	2,002.17
PP -	Local Authority Ser		00.17	
	MGBP00008102	adm-index cards	90.17	
	EPT003822	Emergency Planning Tool subscrip	355.95	500 50
	MGBP00008616	Adm-brother ink	134.41	580.53
PP -	M&L Supply Fire &			
	025103	fd- SCBA Straps mask	785.03	
	025104	fd- pak tracker batteries	169.44	954.47
PP -	Marley Perrin			
	Feb 2025	Feb 2025 Cleaning	600.00	600.00
PP -	Novatech			
	1040539	es- spencerville Stn #1 engineering	8,584.05	8,584.05
PP -	O'Reilly's Independent	ent Grocer		
	01 6833	pw- cases of water	39.00	
	06 6785	fd-supplies	169.00	208.00
PP -	Ottawa Restaurant	Service Inc.		
	83742	fd- station 2 heater	3,536.90	3,536.90
PP -	Postmedia Network	Inc		
	IN177865	Adm-agenda advertising	226.00	226.00
PP -	Realtax Inc.			
	102459	adm- tax reg # 070170102002804	497.20	497.20
PP -	Rideau St. Lawrenc			701.
	A00312	W/S Billing Dec 2024	3,972.29	3,972.29
PP -	Rudan, Matthew	gg .	5,012.20	0,012.20
	Feb 20, 2025	fd- police check	41.00	41.00
PP -	Rush Truck Centres	·	11.00	11.00
	3040570616	pw-T20-08-body connector	954.85	954.85
PP -	South Grenville Cha		304.00	334.03
	2XCV-XNRD-6G6	adm/ec dev- chamber AGM	90.00	90.00
PP -	Spencerville Home		90.00	90.00
	88433	adm-lights	22.80	
	88459	adm-misc	33.89	
			7.90	
	88531	es-cleaning supplies	38.40	
	88545	rec-misc	19.20	
	88560	fd- female plug	22.59	
	88592	rec- silicone tube	33.85	155.83
PP -	Teri Brown			
-	Feb 20, 2025	Adm- T. Brown Spouse Eye Glasse	450.00	450.00
PP -	Tessier, Mary	L		
	SI-162	Ed dev - Mary Consulting Services	3,101.86	3,101.86
PP -	Trojan UV			
	200/33229	es-reference sensor - recertificatio	957.11	957.11
PP -	Ultramar			

Date Printed 2/25/2025 4:21 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00032 to 2025-00032

Page 4

PROPOSED PAYMENTS

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pay	ment Amount
	05466141707420	pw-815.8L Clear diesel-Dish	1,436.99	
	03916804707421	pw-1933.2L Clear diesel-Cty Rd 22	3,410.69	4,847.68
PP -	Universal Supply Gr	oup 3735		
	964-454724	pw-seal beams/filters returned	-88.34	
	964-455450	wwtp-battery core deposit	-33.90	
	964-455421	wwtp-commericial battery	278.21	
	964-455999	pw-shop towels/windshield fluid	628.98	
	964-456036	pw-shop supplies	182.02	966.97
PP -	Univerus Software C	Canada Inc		
	INV-2808	Annual Billing	2,711.59	2,711.59
PP -	VS Landscape Grou	p		
	SVS1490	Snow Plowing & Salting - Jan 2028	17,067.52	17,067.52
PP -	Vezine, Patrick			
	Feb 20, 2025	fd- medical cert	40.00	40.00
PP -	Vicki Cucman			
	Feb 21, 2025	fd-benefits - glasses self	450.00	450.00
PP -	Walker Climate Care			
	107542788	adm- main agreement	100.57	
	128052950	rec- furnance issue	186.45	287.02
PP -	Walter Smail			
	Feb 2025	Council-Mileage	141.75	141.75
PP -	Waste Connections	of Canada		
	7150-0000462603	Bin Collection	2,312.22	2,312.22
PP -	Waterfront Regener	ation		
	2526-14	ad/ec dev waterfront regeneration	500.00	500.00
PP -	Westburne Ontario			
	4205074	wwtp-electrical supplies	92.55	92.55
			Total Proposed Payments:	139,666.75

139,666.75 Total EFT:

Certified Correct This Tuesday, February 25, 2025

Jessica Crawford, Treasurer

Sean Nicholsont, CAO

Date Printed 3/13/2025 1:34 PM

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pay	ment Amount
PP -	2461508 Ontario In		0.40.00	0.40.00
	135880	fd- T2-battery/service call	948.32	948.32
PP -	Acklands-Grainger		074.00	
	9414588997	wwtp-solenoid valve	374.09	202.02
	9417754554	fd- ladder safety labels	22.81	396.90
PP -	Black Dog Tirecraf		0.10.50	
	IM0062596	pw-T19-04 tire repairs	249.53	
	IM0062599	pw-L2 tire repairs	585.96	4 000 54
	IM0062803	pw-L2 -tire repairs	1,025.02	1,860.51
PP -	Brandt Tractor Ltd		202.47	
	CS54646	pw-T19-04 tailgate repairs	830.17	
	CP224387	pw-Stock Led lamps	38.82	
	CP224443	pw-Stock -led lamps	11.72	
	CS54658	pw-T20-03 hanger bearing repairs	2,049.77	
	CP224837	pw- T20-03-antenna	34.74	
	CS54737	pw-T24-05 oil & filters service	1,046.35	4,011.57
PP -	Burchell's Home H		00.40	
	52600	fd-buidling supplies	38.13	
	52640	wwtp-paint/plumbing supplies	369.58	
	52655	pw-wiper blades/clamps	57.55	502 52
	52665	Rec-filters	37.26	502.52
PP -	CIMCO Refrigeration	on		
	90962601	rec-maitenance agreement	3,502.44	
	90962599	rec- maitenance agreement	3,502.44	7,004.88
PP -	Caduceon Enterpr	ises Inc.		
	125-002319	wtp- testing	1,116.26	
	125-002320	ind park testing	179.13	
	125-002321	wwtp- testing	1,970.27	
	125-002323	wwtp-testing	262.67	
	125-002322	lagoon testing	95.67	
	125-002734	wtp-testing	1,646.98	5,270.98
PP -	Cassidy's Engravi	ng & Trophies		
	657228	fd- accountability tags	130.51	130.51
PP -	Cleary, Kirsten			
	Jan/Feb 2025	rec- tech class instructor	1,550.00	1,550.00
PP -	Compass Minerals	Canada		
	1447272	pw- Pittston Salt	4,275.13	
	1456121	pw-Cardinal salt	9,228.33	
	1456601	pw-Pittston salt	9,301.57	
	1462236	pw-Pittston Salt	21,060.26	43,865.29
PP -	Coville Electric			
	7039	rec- urinal wiring problem	423.75	
	4066	rec- jewel power	96.05	
	7067	rec- jule power	96.05	615.85
PP -	Culligan Water			
	03614TO	fd- water stn # 1	53.22	53.22
PP -	Cunningham Swa	n LLP		
	201168	Council/Adm-IC Consultation	197.75	197.75
PP -	Dave's Reliable Si	gns Ltd.		
		Page 149 of 238		

Page 149 of 238

Page 1

Date Printed 3/13/2025 1:34 PM

Page 2

Payment #	Vendor Name	Deference	Invoice Amount Day	mont Amour
W 4 4	Invoice #	Reference	Invoice Amount Pay	
	25503	pw-Civic posts & caps/alum signs	3,157.22	3,157.22
PP -	Donald Gibson		07.50	
	March 2025	Mileage for Severance MVA A	37.52	07.50
	Mar 4, 2025	C of A -Minor Variance	50.00	87.52
PP -	Drummond's Gas			
	2587623	fd- T9-fuel	95.00	
	2587601	fd- R1 - fuel	69.09	
	2587634	fd- P1-fuel	55.02	
	2587645	Fd- T8-fuel	84.00	
	2587662	fd- R1-fuel	65.11	
	2587663	fd-P1-fuel	89.82	
	2587689	fd-T9-fuel	87.00	
	2587695	fd- T1-fuel	76.97	
	2587696	fd-P1-fuel	76.77	
	2587697	ind park fuel	111.10	
	2587718	wwtp-fuel	95.72	
	2587736	wtp-fuel	89.78	
	2587740	fd- T9-fuel	103.00	
	1909740	fd- T9- fuel	103.00	
	1909815	lagoon-fuel	88.71	
	1909819	wmpps- fuel	96.07	
	2587619	pw-T22-01 fuel	101.00	
	2587646	pw-T22-01 fuel	121.00	
	2587652	pw-T22-01 fuel	97.01	
	2587656	pw-T23-01 fuel	130.00	
	2587658	pw-T19-01 fuel	115.00	
	2587672	pw-T22-01 fuel	110.00	
	2587673	pw-T19-01 fuel	31.34	
	2587684	pw-T13-01 Idel	106.02	
	2587688	pw-H1 fuel		
	2587701	pw-T22-01 fuel	110.94	
	2587709		84.85	
	2587711	pw-T22-01 fuel	114.00	
		pw-H1 Fuel	112.78	
	2587720	pw-T23-01 fuel	67.00	
	2587729	pw-T22-01 fuel	105.00	
	2577738	pw-T19-01 fuel	120.00	
	2587745	pw-T22-01 fuel	106.00	
	1909734	pw-T22-01- fuel	116.00	
	1909736	pw-T19-01-fuel	85.49	
	1909817	pw-T23-01 fuel	130.83	
	2587612	rec- fuel	91.43	
	2577627	rec-fuel	100.36	
	2587628	rec- fuel	62.75	
	2587657	rec-fuel	79.82	
	2587713	rec-fuel	102.13	
	2587733	rec-fuel	60.74	
	1909730	rec- fuel	78.60	
	1909731	rec- fuel	73.34	
	1909750	lagoon- fuel	68.04	
	1909754	ind park fuel	79.73	4,147.3
P -	Emond Harnden LLF			

Date Printed 3/13/2025 1:34 PM

Page 3

Payment #	Vendor Name Invoice #	Reference	Invoice Amount Pay	ment Amount
	268832	Admin Legal fees	7,589.65	7,589.65
PP -	Extend Communica			
	000035-843-781	rec-call service	249.40	249.40
PP -	Future Office Produ	icts		
	FOP231387	adm-Feb 2025 Monthly Contract	338.99	338.99
PP -	G T Automotive			
	051675	rec-oil change asset 2573	130.39	130.39
PP -	GAL Power System	s Ottawa Ltd		
	127601F	wwtp- exhaust system repairs	29,492.15	
	127603F	wwtp-fuel system upgrades	40,379.63	69,871.78
PP -	Goldsmith Saw			
	1997154	rec- zamboni blades	288.15	
	1997155	rec- zamboni blades	276.85	565.00
PP -	Grand & Toy			
	V522133	adm- paper and ink	65.53	65.53
PP -	Greer Galloway A D	ivision of		
	43644	pw-drainage - prof services Jan	3,371.65	
	43744	pw-Pittston-oil grit sperator design	2,825.00	
	43767	pw- Cardinal-Bay 5 prof services	3,850.81	
	43585	Waste Disp Scott Road Consult Ja	1,104.58	11,152.04
PP -	HW Supplies Inc			
	220000026917	pw-oil/lub/anit-freeze	558.92	
	220000026919	pw-impact socket/def fluid	56.06	
	220000026947	pw-volvo - replace seals	881.02	
	220000026955	pw- shop tools	73.25	1,569.25
PP -	Hansler Smith Limit	ted		
	5823378		327.52	
	5824971	rec-cleaning supplies	180.21	507.73
PP -	Howard Campbell &	& Sons Ltd.		
	MR5146	portable rental transfer site	150.00	150.00
PP -	Ignite Printing			
	250571	adm/EcDev Business Cards	79.96	
	250742	bldg-Roger Huttmann Business Ca	80.23	160.19
PP -	J. Quattrocchi & Co			
	00842724	rec- canteen supplies	693.52	
	00843197	rec-canteen supplies	268.97	
	00843760	rec- canteen supplies	873.75	1,836.24
PP -	Jeff Hopkins			
	Feb 18, 2025	rec-truck fuel	80.24	80.24
PP -	Joe Computer			
	216150	Internet	138.99	138.99
PP -	John Buffet			
	374	Bylaw- Feb 2025	1,620.00	1,620.00
PP -	Kyle Stephenson	•		
	Jan 27, 2025	pw-eye exam balance/dz license,n	385.75	385.75
PP -	Local Authority Ser			
	MBGP00008870	Adm-Paper & Kitchen supplies	91.96	91.96
PP -	M&L Supply Fire &			
	025428	fd- Battery assy	169.44	169.44
PP -	MNP LLP			
	12180108	Admin- 2024 Audit Fee	14,831.25	14,831.25
		Page 151 of 238	•	

Page 4

		Invoice Amount Pay	ment Amount
	pw-T23-01 fuel	103.35	103.35
		750.00	750.00
		96,547.00	96,547.00
Nine Mile Repair In			
955	pw-H1 /H3 repairs	1,425.50	1,425.50
OnServe			
68694	rec-laptop replacement		
68684			
68728	IT contract services Mar 2025	4,403.58	
68782	IT contract services Mar 2025 A	1,143.07	7,664.82
Ontario One Call			
2025020100	pw-ontario one call	152.95	152.95
PSD Citywide Inc			
23535	adm-AMP levels of service	6,196.16	
23439	citywide training various depts	644.10	
23475	Citywide Citizen Request + Portal	2,030.86	
23505	Adm-FMW Annual Renewal	6,763.05	15,634.17
Postmedia Networ	k Inc		
IN180861	adm- agenda advertising	226.00	
IN183814		226.00	
IN191686		226.00	678.00
Roger Huttmann			
_	bldg-mileage Feb 2025	237.30	237.30
3040844640	pw- T19-04 mirror parts	248.60	248.60
Sally Mellon			
•	Animal Control Jan 2025	1.469.00	
	Animal Control Feb 2025		
	Animal Control Mar 2025	, and the second	4,407.00
		,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	fd- gear cleaning	196.51	196.51
		107.35	107.35
		100.57	100.57
		21 872 00	21,872.00
	•	21,012.00	21,072.00
•		39 39	
	•		
			8,597.55
		27.10	0,001.00
Stephanie Summe			
	Marley Perrin Mar 2025 Minister of Finance 382602250858052 Nine Mile Repair In 955 OnServe 68694 68684 68728 68782 Ontario One Call 2025020100 PSD Citywide Inc 23535 23439 23475 23505 Postmedia Networ IN180861 IN183814 IN191686 Roger Huttmann Feb 27, 2025 Rush Truck Centre 3040844640 Sally Mellon EC2501 EC2502 EC2503 Sani Gear Inc 18155 Seaway Doors Ltd 39997 South Grenville Be 222 South Nation Cons IN10421 Spencerville Home 88614 88624 88652 88656 88657 88660 88675 88697 88748	Invoice # Reference Mar's Convenience Store Inc. 145543	Mac's Convenience Store Inc. 145543 pw-T23-01 fuel 103.35 Marley Perrin 145543 pw-T23-01 fuel 103.35 Marley Perrin 1452543 pw-T23-01 fuel 103.35 Marley Perrin 1452543 pw-T23-01 fuel 103.35 Marley Perrin 145255 Mar 2025 Cleaning 750.00 Minister of Finance 382602250858052 Jan 2025 OPP billing 96.547.00 Minister Repair Inc 955 pw-H1 /H3 repairs 1,425.50 OnServe 68694 rec-laptop replacement 395.50 68782 IT contract services Mar 2025 4,403.58 68782 IT contract services Mar 2025 4,403.58 68782 IT contract services Mar 2025 4,403.58 68782 IT contract services Mar 2025 4,403.59 644.10 23475 Citywide training various depts 644.10 23475 Citywide training various depts 644.10 23475 Citywide Citizen Request + Portal 2,003.68 4,641.10 2,003.68 4,641.10 2,003.68 4,641.10 2,003.68 4,641.10 2,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.68 4,003.6

nent Amount	Invoice Amount Payr	Reference	Vendor Name Invoice #	Payment #
	26.60	Mileage for MV A Mileage	Mar 4, 2025	
76.60	50.00	C of A for MV A	March 4, 2025	
		0 0171101 1117 71	Tenaquip Ltd.	PP -
548.67	548.67	wwtp- building repairs	16613304-00	
		Title Samung Topano	Tessier, Mary	PP -
4,068.00	4,068.00	Ed dev - Mary Consulting Services	SI-163	•
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Thompson Timber M	PP -
146.64	146.64	wwtp-supplies - wtp - build shelf	J40231	
		mark order	Tim Nason	PP -
50.00	50.00	C of A for MV A	Mar 4, 2025	
			Top Graphics Design	PP -
505.11	505.11	rec- clothing	13268	
		100 0.009	Tremblay, Rachel	PP -
377.24	377.24	Rec-Canteen purchase	Mar 2025	
		, too outtoon parameter	Trojan UV	PP -
	2,938.00	wtp-UV Service agreement - partia	200/33612	
5,876.00	2,938.00	es- feb UV Service agreement con	200/33613	
		00 10D 01 00 1100 agreement ===	Ultramar	PP -
	4,833.01	pw-2711.60L Clear diesel-Cty Rd 2	03916804707422	FF.
	1,870.40	pw-1119.3 L Marked diesel-Dish	05466141707423	
	3,222.32	pw-1817.70L Clear diesel-Dish	05466141707424	
	3,468.75	pw-2072.30L Marked diesel-Cty Ro	03916792707426	
	3,098.19	pw-1744.9L Clear diesel-Cty Rd 22	03916804707427	
	4,443.35	pw-2559.5L Clear diesel-Cty Rd 22	03916804707428	
	1,789.86	pw-1032.7L Clear diesel-Dish	05466141707429	
24,450.66	1,724.78	pw-1049.9 L Marked diesel-Dish	05466141707429	
- '	.,	•	United Counties Of I	PP -
	226.00	pw- 4th Qtr - holder storage rental	INV20971	PP -
452.00	226.00	pw- 1st Qtr - holder storage rental	INV20971	
		•		20
	45.25	pw-pittston led work lamp	Universal Supply Gr 964-455998	PP -
	475.79	pw-T19-04-plow light		
	180.98	pw- volvo led work lamps	964-456322	
1,039.86	337.84	pw-T22-01-amber lens	964-456865 964-456970	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
260.00	260.00	Adm- lift inspection	Upper Canada Eleva	PP -
	250.00		32251	DD.
20,695.9	20,695.95	Snow Plowing & Salting -Feb 2025	VS Landscape Grou	PP -
	20,000.00	Show Flowing & Saiting 4 eb 2020	SVS1521 WE Finance	
495.4	495.48	es- xerox lease		PP -
	100.10		18953 Walker Climate Care	20
466.1	466.13	adm-repairs to pump ports		PP -
	400.10		128137584	22
	378.55	es- course E. Wemerman	Walkerton Clean Wa	PP -
1,138.5	760.00		3085092	
1,100.0	700.00	es- manatory renewal coursea	3058035	DD
6.7	6.78	rec- misc	Weagant Farm Supp	PP -
5.1	0.70		IB79121	DD.
25,279.3	25,279.30	_	Willis Kerr Contract	PP -
429,959.8	Total Proposed Payments:	pw- Winter sand tender 24-25	129570	

Date Printed 3/13/2025 1:34 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00041 to 2025-00041

⊃age ô

429,959.86 Total EFT:

Certified Correct This Thursday, March 13, 2025

sica Crawford, Treasurer

Dave Grant, Deputy CAO

Page 1

Bank Code - PAD - Preauthorized Debit

PROPOSED PAYMENTS

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pay	ment Amount
PP-	Bell Canada			
	657 4468 02-25	WTP Phone	138.94	
	657 4606 02-25	Pittston Phone	150.90	
	657 4850 02-25	WWTP phone	199.20	
	657 3765 02-25	John St	383.27	
	657 3210 02-25	Cardinal Arena	151.52	
	925 5822 02-25	Sout Centre Johnstown	141.77	
	543665566 02-25	Admin/Fd/PW Rec Internet	389.67	1,555.27
P -	Hydro One Networks	Inc.		
	62670 02-25	wwtp-flett st	50.71	
	71283 02-25	lagoon- 1 Spencer	731.90	
	03696 02-25	fd stn 1	1,047.06	
	25495 02-25	spencerville library	240.01	
	53082 02-25	lagoon 2803 CR 21	64.20	
	32562 02-25	lagoon 4 Charles	68.13	
	24430 02-25	ball diamonds	90.43	
	27613 02-25	admin-townhall	1,145.84	
	84483 02-25	pw- Sophia St	10.62	
	41324 02-25	parks-CR44 clock	62.44	3,511.34
P -	Life Works Morneau	Shepell		
	2294197	adm- EFAP	28.14	28.14
P -	Northpoint Commercial	cial Finance Inc		
	2877060	Adm- Mar-Apr 2025 Copier Lease	183.06	183.06
P-	Sun Life Financial			
	March 2025	Monthly Premiums	27,474.98	27,474.98
PP -	Superior Propane			
	52655267	rec - 4050 Dishaw St	150.50	
	52655268	22 Sloan Street	112.88	
	52709251	6055 County Rd #44	2,056.86	
	52754233	rec - 4050 Dishaw St	147.15	
	52754234	22 Sloan Street	147.15	
	52754235	4145 County Rd 22	4,577.83	7,192.37
PP -	Telus Mobility	ŕ		
	39265058 02-25	adm-Feb 2025 Business Phone Ac	2,132.73	2,132.73
PP -	Township of Edward	dsburgh/Cardi		
	PP 5 2025 PT/FT	PP 5 2025 PT/FT Payroll	145,111.00	
	PP 3 2025 Counc	PP 3 2025- Council Payroll	8,649.08	
	PP 3 2025 Fee	PP 3 2025 ADP Payroll Fee	958.78	154,718.86
PP -	Union Gas Limited			
	72687 6 02-25	70 Adelaide St	123.41	
	72598 5 02-25	Library -618 Cty Rd 2 Feb 2025	372.29	
	69531 2 02-25	4035 Dishaw St	727.32	
	72780 5 02-25	4035 Dishaw St	1,263.33	2,486.35
			Total Proposed Payments:	199,283.10

Total PAD: 199,283.10

Date Printed 3/18/2025 2:53 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00042 to 2025-00042

Page 2

Certified Correct This Tuesday, March 18, 2025

Jessica Crawford, Treasurer

Sean Nicholson, CAO

Date Printed 3/26/2025 2:38 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00052 to 2025-00052

Page 1

Bank Code - AP - REVENUE FUND

PROPOSED PAYMENTS

Payment #	Vendor Name	Deference	Invoice Amount Down	
	Invoice #	Reference	Invoice Amount Payn	nent Amount
PP -	Township of Augusta			
	Mar 18, 2025	Augusta Business of Year Breakfas	160.00	160.00
			Total Proposed Payments:	160.00
			Total AP:	160.00

Certified Correct This Wednesday, March 26, 2025

sica Cray ford, Treasurer

Sean Nicholson, CAO



Date Printed 3/26/2025 3:17 PM

Bank Code - AP - REVENUE FUND

PROPOSED PAYMENTS

Payment #	Vendor Name			
	Invoice #	Reference	Invoice Amount Pay	ment Amount
PP -	416 Courier			
	2195	Adm-Jan 2025 Water Sample Coul	206.11	
	2206	Adm-Feb 2025 Water Sample Cou	206.11	412.22
PP -	Champion Comme	rcial Products Inc.		
	589387	pw- cable ties/shop towels	2,080.76	2,080.76
PP -	Claridge, Joan			
	Mar 4, 2025	Council-Walker House 2025	25.00	25.00
PP -	Clarke, Felisha			
	Feb 25, 2025	pw - Culvert refund	700.00	700.00
PP -	Eric Jansen			
	5561	fd- Washer rough in	984.94	984.94
PP -	Good Roads			
	75492	pw-2025 Membership fees	1,161.95	1,161.95
PP -	Grant, Cheryl	,		
	Feb 4, 2025	Council-Walker House 2025	25.00	25.00
PP -	Grenville Federation			
	Feb 12, 2025	GFA Annual Banquet & Fundraiser	320.00	320.00
PP -	Hoy, Edward & Bor		320.00	320.00
• •	Mar 21, 2025	Refund PAP Feb 28 R # 701-010-1	218.26	218.26
PP -	Innovation, Science		_ 10.20	
	20250029835	pw- 2025 Radio license	1,308.14	
	20250029996	fd- 2025 Radio license	2,839.42	4,147.56
PP -	Jay Bottan	Ta 2020 Madio Nochio	2,000.12	.,
-	Mar 12, 2025	fd- 20 Year Service Award	250.00	250.00
PP -	John Campbell's T		230.00	200.00
rr.	9071	pw-towing to Rush	791.00	791.00
DD	Last, Sharon	pw-towing to reasi	701.00	701.00
PP -	Jan 31, 2025	Council- Walker House 2025	25.00	25.00
PP -	Luimes, Greta	Council Walker House 2023	20.00	20.00
FF -	Feb 19, 2025	Refund-Minor variance application	650.00	650.00
PP -	Martel, Tyler	Teruna-ivillor variance application	000.00	000.00
FF-	Mar 24, 2025	Refund Bldg deposit 2024-019	1,000.00	1,000.00
PP -	Minister of Finance		1,000.00	1,000.00
FF-	SC2019-29 03-25	Garnishment for Jan/Feb/Mar 202	2,044.30	2,044.30
PP -	Mobile Emissions		2,044.50	2,044.00
FF-	130814	pw-E tests as listed	593.25	593.25
DD		pw-⊏ tests as iisteu	393.23	393.23
PP -	Moorhead, Mary Feb 24, 2025	Refund overpayment taxes 701-04	312.46	312.46
DD			312.40	312.40
PP -	Prescott Fire Depa		1,519.72	1,519.72
DD	Mar 13, 2025	MTO Call EDCA24-73 reimburses	1,519.72	1,519.72
PP -	Tim Yandeau	ED 35 Vacs applies award	275.00	275.00
DD	Mar 12, 2025	FD-25 Year service award	375.00	375.00
PP -	Walsh, Shannon	Dec. refund and store	20.00	20.00
	jan 14, 2025	Rec- refund art class	Z0.00	20.00
			Total Proposed Payments:	17,656.42

17,656.42 Total AP:

Page 1

Date Printed 3/26/2025 3:17 PM

Township of Edwardsburgh/Cardinal List of Accounts for Approval Batch: 2025-00053 to 2025-00053

Page 2

Certified Correct This Wednesday, March 26, 2025

essica Crawford, Treasurer

Sean Nicholson, CAO

CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-15

"BEING A BY-LAW TO ESTABLISH A PERSONNEL POLICY AND EMPLOYEE GUIDE FOR NON-UNION EMPLOYEES OF THE PORT OF JOHNSTOWN."

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it expedient to establish a personnel policy and employee guide for the non-union employees of the Port of Johnstown; and

WHEREAS Section 282 of the Municipal Act 2001, SO 2001, c. 25 as amended authorizes Councils of all municipalities to contract with a licensed insurer to provide group life insurance, group accident insurance, group sickness insurance and hospital, medical, surgical, nursing or dental services or payment therefore;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby enacts as follows:

- 1. That the Council of the Corporation of the Township of Edwardsburgh Cardinal adopts the Employment and Personnel Policies as detailed in "Port of Johnstown Non-Union Personnel Policy & Employee Guide" attached hereto as Schedule "A" and forming part of this by-law.
- 2. This By-law shall come into force and take effect upon passing.
- 3. That By-law 2015-22 no longer pertains to the Port of Johnstown non-union employees and that this bylaw shall replace it.
- 4. This By-law shall be known as the "Port of Johnstown Personnel Policy By-law."

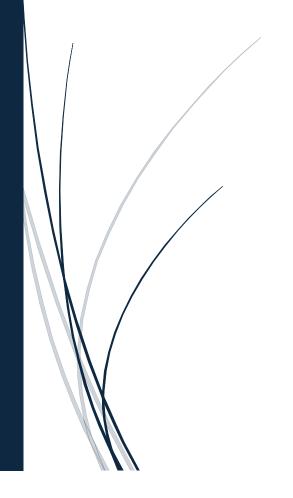
Read a first and second time in open Council this 31st day of March, 2025.

Read a third and final time, passed, signed and sealed in open Council this 31st day of March, 2025.

Mayor	Interim Clerk	

Port of Johnstown

Non-Union Personnel Policy & Employee Guide



March 31, 2025

Table of Contents

Intro	duction and Objectives	3
1.	Introduction	3
2.	Responsibilities	4
Defin	itions	5
Empl	oyment Provisions	6
1.	Hours of Work	6
2.	Paid Holidays (Statutory)	8
3.	Leave Entitlements	9
4.	Special Circumstances	10
5.	Sick Leave	11
6.	Personal Leave	11
7.	Bereavement Leave	13
Posit	ions and Classifications	14
1.	Job Classifications	14
Recr	uitment and Selections	17
1.	Employment Eligibility	17
2.	Job Posting and Advertising	18
3.	Offer and Acceptance of Employment	20
Onbo	parding and Orientation of New Employees	21
1.	Onboarding, Orientation, and Appraisals	21
2.	Probationary Period	22
Com	pensation	25
1.	Salary Plan General Policy	25
Train	ing and Development	27
1.	Approval of Training and Development	27
2.	Types of Training and Development	27
Bene	fits	29
Stand	dards of Conduct and Progressive Corrective Measures	30
1.	Standards of Conduct	30
2.	Disclosure of Hindrance to Employee Performance	31

3.	Workplace Violence, Harassment and Discrimination	3′
4.	Progressive Corrective Measures	3
Confi	identiality	34
Sche	edule A – Job Classification & Salary Grid	35

Introduction and Objectives

1. Introduction

This Policy and Employee Guide applies to all non-union full-time, part-time, contract or seasonal employees of the Port of Johnstown (hereinafter referred to as the "POJ" or the "Port") unless otherwise specified, within the framework of the Canada Labour Code and relevant federal legislation.

This Policy has been designed to:

- Form the basis of understanding between the POJ and non-union employees.
- Assist the employees of the POJ with consistent direction and application of decisions.
- Ensure accountable and equitable organizational standards and working conditions that promote;
 - o staff growth, achievement, development and sense of pride, and
 - efficient operations and provision of high-quality service to those served by the POJ.
- Support organizational relations by promoting honest communication throughout all levels of the POJ.
- Provide for organizational planning, and
- Provide information and direction that is compliant with governing legislation including federal statutes, other policies, guidelines and by-laws.

A copy of the Personnel Policy & Employee Guide will be made available to all nonunion employees.

Revisions to this policy are administered by the General Manager (hereinafter referred to as the "GM") as required, with a comprehensive review at least once every five years. Revisions to the policy are subject to the Port Management Committee and Township Council approval.

Human Rights Code Policy Statement

The Port of Johnstown intends that all policies, guidelines and practices relating to staff employment (i.e. recruitment, hiring, promotion, training, compensation and termination) will be carried out without regard to age, race, colour, religion, national origin, gender, marital status, sexual orientation or disability, except where there is a bona fide occupational requirement, in accordance with the Canadian Human Rights Act. All employees of the POJ share the responsibility of maintaining an employment environment that supports this policy statement.

2. Responsibilities

Council & Port Management Committee Responsibilities

Council represents the citizens and is responsible for determining the overall objectives of the organization and for establishing policies and procedures to meet those objectives. Members of the Port Management Committee are appointed by Council to make recommendations on all matters related to the Port of Johnstown.

Chief Administrative Officer Responsibilities

The CAO is responsible for overall corporate management and administration as directed through Council. The CAO takes on the additional role as facilitator between Departments and Council.

GM and Department Head Responsibilities

The Port of Johnstown General Manager (GM) is responsible for the overall administration and operations of the Port of Johnstown, reporting directly to the CAO. Department Heads are responsible for general administration and management within their department. The Department Heads will work with the GM to ensure that the policies and procedures are carried out within their departments.

Department Heads Include:

Operations Manager Maintenance Manager Office Manager

Employee Responsibilities

Employees are responsible for reading and understanding this Policy & Guide and to speak to the Department Head or GM where they require clarification. Completion of Confirmation of Understanding of the Corporation's Policies is required and is included in onboarding for new employees.

Definitions

Chief Administrative Officer (CAO) is the sole employee of the Council of the Township of Edwardsburgh Cardinal, owners of the Port of Johnstown.

Casual or **contract** employee is one who is required for temporary jobs, to fill in for holidays of full-time employees or assist on specific projects, but not on a regular schedule.

Common-law partner means a person who has been cohabiting with an individual in a conjugal relationship for at least one year.

Full-time employee is one who is regularly scheduled annually to work the full-time normal hours set out in the respective departments (minimum 40 hours per week).

General Manager (GM) is responsible for overall administration and operation of the Port of Johnstown and reports directly to the CAO.

Part-time employee is one who is regularly scheduled annually to work the part-time normal hours set out in the respective departments (24 hours or less per week).

Supervisor is a non-union position responsible for a group of people or an area of work, more specifically the following positions: General Foreman, Assistant General Foreman, Office Manager, Maintenance Manager, Operations Manager and General Manager.

Employment Provisions

1. Hours of Work

General

Normal hours for all non-union full-time employees shall be a minimum of forty hours per week. Part-time, contract or casual employees are governed by their respective schedules and departmental needs.

Flex Hours and Scheduling

Flex hours may be accommodated for personal needs on an irregular basis (e.g., personal appointments, childcare) subject to Department Head and/or GM approval.

Flex scheduling allows employees to select and schedule their working hours with certain limits, according to the demands of their job and their personal time requirements. It is not mandatory for employees to utilize flex scheduling. Flex scheduling is at the discretion and approval of the Department Head and/or GM.

Work from Home

Working from home may be considered on a case-by-case basis upon approval of the GM.

Attendance

Regular attendance during all scheduled hours of work, reporting to work on time, and continuing to work to the end of the established work period is expected of every employee.

Employees who, for any reason, cannot carry out their scheduled shift(s) must notify their Supervisor as soon as possible, indicating the reason and the expected time and date of return to work. Supervisors must be notified of both anticipated and unforeseen absences.

Unsatisfactory attendance, including arriving late, leaving early, or not reporting for shifts without proper authorization and notification, may result in disciplinary action up to and including termination.

Any unauthorized absences will be subject to non-payment. Where an employee is absent for one shift without notifying their Supervisor, the Supervisor will attempt to contact the employee to ensure their well-being, ascertain the reason for their absence and determine the date of their return.

Any staff member who is absent without proper notification and Supervisor approval for three or more consecutive scheduled shifts may be deemed to have abandoned their position and employment may be terminated at the discretion of the Department Head in consultation with the GM.

Overtime and Lieu Time

Overtime is to be kept to a minimum and shall be approved in advance by the immediate supervisor and will be calculated as follows:

Salary Levels 6, 7 and 8 - Time in lieu at straight time.

Lieu time will be provided as compensation for attendance at committee meetings outside normal hours of work or in accordance with individual employment contract stipulations.

Salary Levels 1 through 5 - After 40 hours per week, employees shall be paid at the rate of time and one half (1 ½) times the regular rate. Double (2) times shall be paid for all hours worked in excess of twelve hours on a regular working day. Employees shall be paid on the basis of 8 hours at straight time plus double (2) time for all hours worked on the statutory holidays listed within this Policy.

Employees are encouraged to use lieu time in the month in which it was earned. No employee shall be entitled to accumulate more than eighty (80) hours of lieu time at any one time.

Employees working overtime will be entitled to a meal allowance of \$15 after two (2) hours or \$15 after four (4) hours if called in. A one-half hour break will be allowed with pay.

Administration of Lieu Time

Time in lieu is to be used in the calendar year in which it was accumulated.

2. Paid Holidays (Statutory)

The following days are observed as paid holidays for eligible employees.

• • • • • • • • • • • • • • • • • • • •	, ,
New Years Day	National Day for Truth and Reconciliation
January 2	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Eve Day (Half Day)
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Years Eve (Half Day
Civic Holiday	
Labour Day	

When any of the above Holidays fall on a Saturday or Sunday, the succeeding Monday shall generally be designated as a Holiday in lieu of the Holiday falling on the Saturday or Sunday.

When any of the above Holidays occur during a vacation period an extra day's vacation is allowed.

All full-time employees are eligible for paid statutory holidays at their regular daily rate beginning the first pay period following employment. Working on a statutory holiday should only occur where required to support necessary operations.

Religious Holidays

Employees wishing to observe a religious holiday(s) other than those designated above, shall complete an Application for Leave of Absence Form to be granted a leave of absence without pay, or shall charge the holiday(s) against earned vacation time or accumulated lieu time, and time-off is subject to the respective Department Head and/or GM's approval, which will not be unreasonably withheld.

3. Leave Entitlements

General Vacation

Employees shall be entitled to a vacation with pay for credited full-time, active, continuous service to be taken during the calendar year for which the vacation entitlement is granted. Scheduling and monitoring of vacations for employees is the responsibility of the employees, their Department Head and the GM.

The selection of vacation dates will be approved on the basis of years of service, subject to approval of the Supervisor. No employee shall be entitled to more than ten (10) consecutive days vacation at any time until all employees of that department have had an opportunity to request their preferred vacation period. Up to ten (10) days of vacation credit may be carried over from one calendar year to the next. Carry over in excess of ten days must be approved by the GM, with advisement to the Township CAO.

Vacation Year

The vacation year shall be January 1 to December 31. Regular full-time employees shall earn an annual vacation entitlement in accordance with their credited years of service. Vacation entitlements shall be determined from January 1st of the years in which employees advance to a different entitlement.

Credited Service	Entitlement
Less than 1 year	4% of earnings and time-off prorated on number of months over 12 x 10 to nearest day
One year to two years Three years to eight years	10 days per year 15 days per year
Nine years to seventeen years	20 days per year
Eighteen years to twenty-three years	25 days per year
After twenty-four years	30 days per year

Vacation for new employees outside the standard entitlement is subject to approval of the GM, as part of the employment agreement negotiation process.

Accrual of Earned Vacation During Leaves of Absence

Vacation earned is based on active continuous service. Vacation credits will not accrue while an employee is on Long Term Disability or while on a personal leave of Absence for more than ten days in one year. Employees who are on Short Term Disability will continue to accrue vacation credits.

Vacation Pay Upon Termination of Employment

Unless there are exceptional circumstances, the vacation pay provided to a full-time employee who is terminating employment service is equivalent to the value of accumulated vacation leave they had earned thus far during the current year, prorated according to the amount of time worked in the current year, plus the value of unused vacation leave allowed to be carried forward from the previous year minus the value of any vacation leave taken during the current year.

4. Special Circumstances

Illness During Vacation Leave

An employee who becomes ill during their vacation period is not allotted sick time for the period of the illness unless the illness requires hospitalization and is confirmed in writing by a medical professional.

Illness Prior to a Vacation Leave

An employee that becomes ill prior to a previously scheduled vacation period is granted sick time in lieu of normally scheduled vacation time. The supervisor discusses with the employee the rescheduling of the unused vacation time.

Leave of Absence (Unpaid)

The GM, in consultation with the Township CAO may grant leaves of absence to any employee for personal reasons. Employees on leave of absence shall not be paid. Sick leave and Holidays shall not accumulate if the leave is in excess of five (5) consecutive working days.

Jurt and Court Duties

Any employee who is required to serve on jury duty, or is subpoenaed as a witness, shall be entitled to participate provided written notice is provided to the employer. Employees shall be compensated in an amount equal to their full wages.

Absence Without Leave

Any absence from work without the approval of the Supervisor or Department Head is considered absent without leave. In addition to forfeiture of pay, unauthorized absence may result in disciplinary action up to and including dismissal.

Reporting Absence

The employee is personally responsible for informing his/her Supervisor on each occasion necessitating an absence from duty. Failure to do so may result in forfeiture of pay, suspension or discharge from employment.

5. Sick Leave

Each full-time employee will be permitted up to ten (10) days with pay annually for short-term illness, as per the Canada Labour Code. Paid sick leave will be prorated based on the employee's start date. This entitlement is non-cumulative and is reset every January 1. The Employer may request "reasonable evidence" of the need for leave instead of a doctor's note. This can include self-attestation, where an employee states they were unable to work due to illness.

A medical report from a qualified practitioner, detailing any work limitations and outlining prognosis, may be required when modifications to duties or schedules are needed due to a medical condition or to confirm an employee's fitness to resume work after an extended absence.

If all sick leave days are used within a year, any additional time required is subject to approval by the Supervisor. The employee may utilize vacation or lieu time prior to taking unpaid time.

6. Personal Leave

In accordance with the Canada Labour Code (Section 206.6), employees are entitled to up to 5 days of personal leave per calendar year to:

- take care of health obligations for any member of your family or care for them
- take care of obligations related to the education of any family member under age
 18
- manage any urgent situation that concerns you or a family member
- attend your citizenship ceremony under the Citizenship Act, or

• manage any other situation prescribed by regulation

Employees who have worked three (3) consecutive months are eligible to obtain pay for the first three (3) days of leave.

The Employer is permitted to request supporting documentation concerning the reasons for the leave, up to 15 days following the employee's return to work.

7. Bereavement Leave

In accordance with the Canada Labour Code (Section 210(1)), every employee is entitled to and shall be granted up to ten (10) days of bereavement leave in the case of death of the employee's spouse or common-law partner, the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's children and the children of the employee's spouse or common-law partner, the employee's grandchildren, the employee's brothers and sisters, the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides or as approved by the Employer (as per Section 33(1) of the CLC).

Employees who have worked three (3) consecutive months are eligible to obtain pay for the first five (5) days of bereavement leave.

An employee shall be granted a maximum of three (3) working days bereavement leave without loss of pay or benefits, in the case of death of an aunt, grandparent-in-law, uncle, niece, or nephew, or step equivalent as appropriate, or as approved by the Employer.

When an employee is required to assist as a pallbearer, one (1) day's leave shall be granted without loss of pay. In the event that the funeral is held in excess of 500 km from the Port of Johnstown boundary one (1) extra day will be granted.

Bereavement leave may be taken in 1 or 2 periods starting the day on which the death occurs and ending 6 weeks after the date (the latest of the days) of the:

- funeral
- burial, or
- memorial service

The Canada Labour Code establishes minimum requirements. If a policy or arrangement exists providing better protections, the most favorable provisions apply.

Positions and Classifications

1. Job Classifications

A wage and salary grid shall be established for all positions based on the job classification for that position.

Classification describes the process of measuring a job's value based on the skill, effort, responsibility and working condition requirements of a position within an organization. Reclassification occurs when the existing classification level is adjusted as a result of changes to the skill, effort, responsibility or working condition requirements of a position.

Request for Reclassification is the process followed, as described below, when the incumbent or their supervisor believes that there has been a relatively significant change in the skill, effort, responsibility or working condition requirements of a job. A Request is submitted when it is reasonably expected that this change in job requirements will be on an on-going, rather than an acting or temporary, basis. Request for Classification Review forms can be obtained from the GM.

Procedure - Existing Positions

Non-union job classifications may be reviewed upon request. Employees may request a classification review by approaching their immediate Supervisor. The Supervisor will make a determination as to whether a classification review is merited and will discuss the matter with the GM. Only those approved by both the appropriate Supervisor and GM will proceed to the next step.

A Supervisor may request a classification review without the support of the affected employee(s). A Request for Classification Review form and current and proposed organization chart must be submitted to the GM.

Requests for Classification Review will be considered by the GM. Where responsibilities have been removed from another position's job description and added to the new job description, both positions will be considered for potential reclassification. In the event the GM supports the job reclassification, it will be brought forward to the Port Management Committee and Council for approval.

Impact on Salary

To maintain internal and pay equity in accordance with federal legislation, all employees are normally paid within the salary range tied to the classification level of a job. That is, employees will be paid at least the minimum of their salary range and will not be paid

greater than the maximum of their salary range. This goal will be achieved by implementing adjustments as described below.

Should the reclassification of a position result in placement in a higher classification level, the following will apply:

- In the event an employee is not currently earning the maximum salary in their range, the employee will be placed at the step in their new salary range which is at least equal to or greater than their current salary plus an increment at their current level.
- In the event an employee is currently earning the maximum salary in their range, the employee will be placed at the step in their new salary range which is closest to but greater than their current salary.

Should the reclassification of a position result in placement in a lower classification level, the following will apply:

- Employees whose current salary is greater than the maximum of the range of the
 level which applies to their position will be 'red-circled'. Such employees will not
 be eligible for future general increases which may be approved by the employer,
 until the maximum for their new range exceeds their current salary. At this time
 they will be placed on a grid step and will be eligible for regular increases.
- Employees whose current salary is less than the maximum of the new range will
 continue to receive any general increase which may be approved by the
 employer. On their next increment date they will be placed on the next highest
 grid step in their new level. Normal incremental increases will then apply.

In the event of higher or lower reclassification, the increment date for employees will be revised to be the same as the date the Request for Reclassification was submitted.

The Employee will be advised in writing of the outcome of the classification review process.

Appeal Process

If an employee wishes to appeal the outcome of a job classification review, they will follow the process outlined in 'Standards of Conduct'. All requests should be submitted within 30 days of receipt of the letter advising of the outcome of the Classification Review. The employee will be advised in writing of the outcome of the appeal.

Procedure - New Positions

All new positions will be classified by the GM and may be reviewed not earlier than six months following incumbency. Requests for Reclassification will follow the procedure outlined above.

Recruitment and Selections

The current employees shall be given opportunities for personal and professional development in conjunction with recruitment objectives.

The recruitment process will:

- Provide a consistent, effective, efficient, fair and equitable application of recruitment procedures in hiring the most suitable candidates and will incorporate best practices into the staffing function through the use of contemporary and objective methodology, procedures, strategy and skilled interview teams.
- Be based on bona fide occupational/job requirements and will be free from discrimination on grounds outlined in the Canadian Human Rights Act and the Accessible Canada Act.
- Promote the Port through the professional treatment of all job candidates and excellent customer service experience.
- Ensure appropriate documentation is in place and appropriate processes have been followed to support staffing decisions.
- Foster good employee relations concerning staffing matters through appropriate interpretation and application of provisions as they relate to staffing.
- Include notification to employees and the public about the availability of accommodation for applicants with disabilities throughout the recruitment and hiring processes.

1. Employment Eligibility

Hiring of Relatives of Employees

Immediate relatives of an existing employee, (i.e., parent, son, daughter, brother, sister, wife or husband, declared common-law spouse or relatives by spousal relationship) shall not be considered for employment by the Port.

No member of an interview/hiring committee will be a relative of any candidate interviewed for a position with the Port.

Citizenship Requirements for Employment

Successful applicants must be legally entitled to work in Canada.

2. Job Posting and Advertising

General

The GM, in consultation with the respective Department Head or assigned designate, will co-ordinate all job postings/advertisements. The GM will ensure completeness and accuracy of job postings, as well as consistency with the requirements of the Canadian Human Rights Act, *Accessible Canada Act* and other applicable statues or regulations.

Job postings and recruitment advertisements list the position title, classification and salary range, working location of the position, major responsibilities and qualifications required for the position.

Postings may be issued both internally and externally simultaneously or consecutively as deemed appropriate by the Department Head in consultation with the GM.

Confidentially of Applications

External candidate applications are kept confidential from their current employers unless otherwise authorized by the candidates.

Internal candidate applications from interested employees are welcomed and encouraged. Those who wish to apply are required to do so in accordance with the job posting. All internal applicants are either interviewed or advised why they will not be interviewed for the positions.

Employment Interviews

The GM, Department Heads or Supervisor shall schedule dates, times and locations for meeting with the candidate selected for interview.

Interviews shall be conducted under the auspices of the Department Head and/or assigned designate(s). A panel of at least two interviewers is required to conduct candidate interviews.

- The GM and assigned designated personnel interview candidates for Department Heads.
- Middle Management and Supervisors are interviewed by the Department Head, and the GM.
- Candidates for other positions are interviewed by the respective Supervisor,
 Department Head and the GM or assigned designate for all permanent positions.

Accessibility and Accommodation for Interviews

The Port is an inclusive employer who encourages applications from persons with disabilities and will offer reasonable accommodations throughout the recruitment and selection process for those who self-identify as requiring accommodations for reasons related to disability.

Reference Checks

Employment references are to be conducted by the appropriate Department Head or a member of the interviewing group only after consent to contact references has been provided by the candidate.

No employee should be hired until employment reference information has been obtained from at least two reliable, work-related references, ideally from previous supervisors. In the case of candidates who have been self-employed or have no previous employment experience and therefore cannot provide current employer or supervisor references, references will be sought from third parties that possess significant knowledge of the candidate's current skills and abilities.

Conditions of Employment

All employees shall conduct themselves in accordance with the Port of Johnstown's Code of Conduct for Employees.

Criminal Records Check

Upon hire, all employees, regardless of age, must provide a Criminal Record Check, at their own expense, which yields satisfactory results.

3. Offer and Acceptance of Employment

Offer of Employment

Upon receiving appropriate notification from the applicable Department Head, the GM will issue a written Offer of Employment Letter and Employment Agreement to each employee who has been selected for a non-union position. The employment agreement and letter of offer provide confirmation of various terms and conditions of employment, including:

- Commencement date or fixed period of employment.
- Title and nature of the position.
- Salary information in accordance with the established pay grid.
- Benefits (confirmation of enrolment in group benefits and any applicable waiting period, vacation leave, sick pay) if applicable.
- Work schedule/hours of work.
- Probationary period.
- Requirements for Satisfactory Results from Criminal Record Check
- Successful candidates will be informed that the Port has an accommodation process in place and provides accommodation for employees with disabilities.
- OMERS

The employee must sign one copy of the Offer of Employment Letter and Employment Agreement to verify their acceptance of the position and must return the signed copy to the GM for placement in the employee's personnel file. A copy of the offer letter and Employment Agreement will be provided for the employees' personal records.

Employee Personal Data

All new hires will be provided with the applicable forms for completion as part of the onboarding process. It is the employee's responsibility to ensure that the Port has current information concerning their personal status. The employee must advise the Office Manager as soon as possible of any change in marital status, address, telephone number or beneficiaries. Such changes are incorporated into the employee's personnel file, and on such payroll deductions and benefit registration forms, as required.

Onboarding and Orientation of New Employees

1. Onboarding, Orientation, and Appraisals

General

The orientation of a new employee is the responsibility of the Port and is one of the most important departmental functions. The information outlined in this Policy is intended to assist Supervisors and/or Department Heads in delivering an employee orientation program and should be provided to every new employee.

Induction of New Employees

As soon as possible commencing employment, a new employee will be contacted by their Department Head or assigned designate to provide information needed for the employee to complete onboarding and orientation requirements, dependent upon the position hired for, such as:

- Login credentials for the applicable programs
- Documentation pertaining to the Ontario Municipal Employees Retirement Savings ("OMERS") pension plan.
- Documentation pertaining to the benefit plan, waiting periods, coverages and enrollment information.

Employee Orientation Goals and Process

The orientation process takes place as soon as possible after the commencement of employment. Employees are expected to complete all orientation and training requirements.

The goal of the orientation process, as facilitated through the Supervisor, Department Head and/or the GM is to equip the new employee with a thorough understanding of the terms of their employment including:

- The probationary period.
- A thorough understanding of their position, its purpose, services and objectives.
- An explanation of their job duties and performance standards, a copy of their position description, and an outline of the criteria that will be used to evaluate their performance.
- The salary rate payable and method of payment.
- The benefit entitlements and enrollment policies and procedures.
- The personnel administration policies related to working conditions, standards of conduct, vacation and leaves, complaint procedures, and personal development opportunities.

- The organizational structure and reporting relationships and departmental functions.
- Health and safety information and requirements.
- An introduction to co-workers.
- A tour of the physical workplace including locations of other departments, washrooms, lunchrooms, exits, and other health and safety information.

The Department Head or assigned designate must monitor the completion of all new hire policies and guideline sign offs and training requirement and forward all confirmations of completion to the Office Manager.

Individual Accommodation Plans

Requests for individual Accommodation Plans, if applicable, must be submitted to the GM as soon as possible upon commencing employment or prior to the commencement of employment.

2. Probationary Period

General Policy

All new employees are required to serve a three (3) month period of probationary employment. The purpose of probationary employment is to confirm the employee's skills in performing their duties and their ability to adjust to the working environment. It is also intended to assist the employee in identifying the strengths and gaps in their job performance and to develop remedial strategies, if necessary.

Probationary Performance Appraisals

A probationary employee receives a formal performance appraisal prior to their probationary period ending, at which time a decision is made about continued employment of the employee. At the discretion of the Department Head, additional counseling, with documentation, may occur during the probationary period.

When the probationary performance of the employee does not meet the standards that are required, the employee may be terminated at the discretion of the GM after a full review of the employee's performance and appraisal.

Probationary Performance Appraisals of Promoted Employees

Promotion is the appointment of an employee to a new or vacant position requiring increased competency and responsibility. Promotion is based on educational qualifications, experience and an evaluation of the employee's ability to meet the requirements of the new position.

Should a promoted employee not successfully complete the probationary period, the Corporation shall have the option to:

- dismiss the employee, given just cause; or
- return the employee to the position which they occupied prior to the promotion, if still available.

The GM must be consulted where a promoted employee does not successfully complete the new probationary period.

Extensions to the Probation Period

The Department Heads have the authority to require up to one extension of the probation period for further consideration of any new incumbent in consultation with the GM. Completion of the Performance Improvement Plan ("PIP") will be required which will include steps to be taken to improve performance and the status of progress during the extension.

If performance is still unsatisfactory at the end of the extension, the GM must be advised and consulted regarding termination of employment.

Employee Performance

The performance of all employees will be evaluated according to the strategic objectives and expectations of the Port. The performance of an employee is formally reviewed and evaluated by their supervisors near the end of the probationary period and is discussed at least annually thereafter. It is the expectation that issues and concerns are addressed in the moment throughout the calendar year. Prior to the end of June, in each calendar year, provided employee performance exceeds expectations, employees may be eligible to move across on the salary grid upon supervisor recommendation and GM approval.

All pay increases (either a step movement or annual adjustment) require at least satisfactory performance. Employees with performance issues may have their pay increase (step movement or annual adjustment) held back and a performance improvement plan ("PCM") implemented.

In an effort to continue to motivate employees who are currently paid at the maximum salary in their range, in the event of exceptional performance, the employee will be eligible to receive a lump sum bonus equivalent to the amount of an increment.

Compensation

1. Salary Plan General Policy

The Port is committed to compensating employees at a level that recognizes the skills required to perform the job and the experience each employee brings to the job.

The priority is to strive for:

- Internal equity.
- External equity and competitiveness.
- Statutory equality.
- Pay for performance and results.

Salary Administration

Salaries shall be determined in accordance with the Salary Pay Grid as approved and amended from time to time by Council. All salaried employees are paid according to salary ranges based on an hourly rate.

Individual Pay

Initial placement within a salary grid will be at the discretion of the GM who will take into consideration the competencies an employee brings to the job, as well as current market conditions. Annually, employees are eligible to receive salary increases, also known as increments, until they reach the maximum salary on the grid. Eligibility for increments is subject to the employee's annual performance. Increments are normally effective July 1st.

Annually, the salary grid shall be adjusted to reflect cost of living, based on the OMERS pension annual inflation increase. The Cost-of-Living Adjustment (COLA) will be effective January 1st of each calendar year. Approval from Council will be by resolution and shall not require an amendment to this by-law.

Grid Adjustments

Council is responsible, on the advice of the GM and CAO, for determining annual adjustments to be made to the overall salary grid. Adjustments will be guided by the general trends in municipal and federally regulated Port salaries, the Consumer Price Index, general economic trends in the area, general labour market and other economic indicators. Annual adjustments which are approved by Council will be applied to the entire Salary Pay Grid. Adjustments will usually be expressed as a percentage of current rates.

Unless altered by Council, all Salary Pay Grid adjustments are effective January 1 of a given year. Any employees on leave of absence without pay will receive any annual adjustment effective the date that they actively return to work.

The GM, in consultation with the Township CAO may, at any time, deem that a special review of a particular salary range is required due to compression caused by either market pressures or position movement within the salary grid (e.g., an insufficient differential between the employee's and the Department Head or Supervisor's pay rates after a new hiring). The GM and CAO will recommend any revisions to Council for approval.

Pay Periods

Payments for employees are calculated and issued on a bi- weekly basis. Payment is issued via direct deposit in the employee's bank account. The use of this payment method is authorized in writing by each employee and is a condition of employment.

Training and Development

It is the general philosophy to provide all employees with suitable and appropriate professional development opportunities ideally cited through the performance planning and review process. Employee training and development benefits both the Port and its employees and contributes to productivity and effectiveness.

The Port will invest funds in training and development as an encouragement to employees who wish to broaden their knowledge base. The Port will also invest funds in employees who need to take training to address skills that are lacking to perform their current responsibilities. The Port will provide accessible career development and advancement opportunities for employees with disabilities. Training and development must be relevant to the work situation and the purposes of the Port.

1. Approval of Training and Development

Department Heads and/or the GM are responsible for approving employee requests for training and development and reimbursement of the following costs:

- Registration fees.
- Transportation costs.
- Books and training aids.
- Accommodation and meals.

Employes may be held responsible for all related fees and associated costs for second or subsequent training.

From time to time, the Department Head and/or the GM may recommend an educational program for employees which will benefit their work performance and is specifically job-related. In those instances where the Department Head and/or the GM direct an employee to attend an educational program, the Port will cover all related expenses.

2. Types of Training and Development

Duty Assignments

When employees are directed to take training as the result of performance or to be briefed on new technology, systems, policies, legislation all costs, including travel and accommodation will be borne by the Port and approved by the respective Department Head and/or the GM.

Part-time Course

All training and development must have a demonstrated benefit to the Port and is subject to available funding. Employees may initiate training and development by applying to their Department Head and/or the GM. The employee will provide information about the training program, its contents and outcome, duration, location and cost, and will demonstrate how the training will benefit the Port.

Professional Accreditation

The Port encourages continuous professional development and accreditation in areas which add value, or where such brings professional credibility to the programs and services that the Port provides. To that end, where approved funding exists, staff are encouraged to participate in continuous professional learning and development programs with the goal of furthering their skills and attaining professional accreditation, provided that, in the opinion of the GM there is a value to the Port in doing so. The same shall apply for professional memberships. The foregoing does not apply where accreditation or certification is a statutory or regulatory requirement, in which case the Port will budget and pay for continuous professional learning and accreditation or certification.

Benefits

The Port of Johnstown recognizes the importance of its employees' health, welfare and development and provides an excellent benefit program. It strives to make employment its employees beneficial, both personally and professionally.

Group Life, Extended Health, Medical Insurance, Dental Benefit Coverage

Health and welfare benefits coverage will be available to permanent full-time salaried employees, following a three-month waiting period (waiting period is defined as a period of continuous active employment). Benefits included are Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment, Short Term Disability, Long Term Disability, Dental Care, Extended Health Care and Employee Assistance Program (EAP). Waiving of the waiting period is subject to GM approval.

The Benefits Plan is explained in the Benefits Booklet provided by the Benefit Carrier and is available from the Office Manager.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer. In the event of death of an employee, the Employer shall continue to pay the required premiums for the survivor and his dependents for six (6) months.

Orthodontic or Major Restorative

The Employer will provide a one-time payment of \$1000 (one thousand dollars) per employee towards major restorative, dentures or orthodontics for the employee or a family member upon proof of expenses incurred.

Vision Care

The Employer will pay up to \$500 (five hundred dollars) per twenty-four month period for the purchase of prescription glasses (not including sunglasses) and contact lenses upon proof of expenses incurred. For dependent children under the age of eighteen (18) years, the Employer will pay up to three hundred and fifty dollars (\$350.00) for each twelve (12) month period.

Pension Plan – OMERS

All full-time permanent employees are required to join the Ontario Municipal Employee Retirement System ("OMERS") Pension Plan and make the required contributions jointly

with the Employer upon commencement of employment. The pension plan is integrated with Canada Pension Plan and deductions governed by legislation.

Part-time and temporary/fixed-term employees are eligible to contribute to OMERS in compliance with OMERS plan administration and Pension Benefits Act ("PBA") requirements. Other than continuous full-time members may include short-term, casual, temporary, seasonal, student, part-time, ten-month contract employees.

Workers' Compensation

Workers' Compensation benefits are governed by the Workplace Safety and Insurance Board ("WSIB"). Benefits may be available through Workers' Compensation or WSIB to an employee unable to perform duties due to a work-related injury, disability or illness.

Employers who suffer from any injury, disability or illness due to a work-related situation must report it to their supervisor immediately. An employee who does not report accidents, injuries and work- related illnesses immediately may become ineligible for Workers' Compensation. Workers' Compensation entitlements are not affected by probationary timelines.

Employee Protective Clothing & Footwear

Each employee will be paid a \$500 (five hundred dollars) clothing and boot allowance per year payable in December of each year provided the employee has completed an unbroken twelve months' employment in the year. Employees with broken service in the year shall be paid that proportion of the clothing allowance equal to the number of months worked that year. The Employer shall supply gloves, safety glasses, prescription safety glasses (as required) and safety hard hats if required by the employee's duties.

Standards of Conduct and Progressive Corrective Measures

1. Standards of Conduct

Codes of Conduct are designed to identify standards of behaviour that the Port and prevailing legislation expect employees to observe and maintain. Such standards are designed to protect employees, provide for their safety and to guide their relationship with the employer, fellow workers and the public. Every employee is responsible for following the Port of Johnstown's Employee Code of Conduct.

2. Disclosure of Hindrance to Employee Performance

The disclosure of any hindrance to an employee's performance is related to everyday ethics and health and safety. It covers situations and circumstances, whether current or pending, that may impair, interrupt or prevent employees from performing their duties. For employees' own protection and out of general courtesy to the Port, employees are required to disclose such situations immediately on becoming aware of them. These situations may include such examples as an illness, medical condition, personal injury on or off the job, family problems, legal obligations, conflict of interest, harassment, personal conflicts, theft or damage to corporate property or equipment, workplace health and safety concerns or deterioration of equipment.

Any employee should advise their Department Head or the GM if such a situation arises so that corrective measures can be taken, and confidence restored. All disclosures will be kept in strict confidence. Failure to disclose hinderance to performance could result in the provision of progressive corrective measures, up to and including termination.

3. Workplace Violence, Harassment and Discrimination

Please refer directly to the Port of Johnstown Violence and Harassment in the Workplace Policy.

4. Progressive Corrective Measures

Employees are required to abide by all approved policies and procedures. Department Heads and/or Supervisors are available to clarify standards of conduct as well as provide training in regard to job-specific requirements.

Failure to abide by any workplace requirement, including all policies and legislative requirements, may result in progressive corrective measures up to and including termination.

Suspension with Pay

In the case of a serious misconduct, where immediate action is required, a Supervisory may remove an offending employee from the workplace and place them on "suspension with pay (administrative leave)" pending investigation of the incident.

The suspension with pay will allow the Supervisor to consult with the GM and will provide an opportunity to investigate further.

Conflict Management

The Port is to provide fair and consistent treatment to all employees. The Port takes pride in providing the best we can offer to our employees in benefits, pay and working conditions. The GM feels that fair treatment of its employees is essential and includes an "open door" communication approach to the concerns of its employees.

All employee suggestions and concerns shall be given full and fair consideration with an assurance that there will be no discrimination against any employee who identifies a problem or concern. It is in the best interests of the Corporation and employees that concerns are resolved.

Chain of Command

Employees with complaints or concerns shall first discuss it with their immediate Supervisor(s) as soon as possible. If satisfaction is not obtained at this level, the employee should then refer the issue to the next person in authority, the Department Head, the GM, the Township CAO, the CEO (Mayor), Port Management Committee, and Council in that order. The steps are to be followed in sequence allowing sufficient time for a response to be provided.

Layoff and Termination of Employment

Termination of employment is defined as a separation from employment with the Port, either voluntarily or involuntarily. Regardless of a cause of the employee's employment termination (e.g., acceptance of other employment, retirement, death, ill health, personal reasons or terminated with or without just cause), the circumstances surrounding the action must be treated in a confidential and professional manner by all parties involved.

Resignation

Employees are required to give at least the minimum length of notice of resignation as specified within their Employment Agreement(s); however, as much advance notice as possible is preferred.

Advance notice allows the Port to recruit and train a suitable replacement with as minimal impact to service as possible. Resignations are considered voluntary terminations of employment.

The GM must be notified of the resignation as soon as possible and shall, in consultation with the Office Manager administer the cessation of all employment benefits in

accordance with legislation, benefit carrier guidelines and pension administration guidelines.

Termination

The GM may terminate the employment of an employee with or without just cause. The amount of notice or pay in lieu of notice provided to any employee whose employment is being terminated will be in accordance with the Canada Labour Code. The CAO must be consulted prior to the termination of any Department Head employee.

Either working notice or payment in lieu of notice, which incorporates the statutory notice requirements under the Canada Labour Code, will be provided.

The Office Manager shall administer the cessation of all employment benefits in accordance with legislation, benefit carrier guidelines and pension administration guidelines.

Confidentiality

Employees have access to confidential information because of their employment with the Port.

Employees are required, as a condition of their employment to ensure that the Port's information pertaining to customers, employees or other Port business that they acquire in the performance of their duties, is held in strict confidence. This includes, but is not limited to, financial records, customer histories, accounting systems and programs, training and operation manuals, electronic and digital data access, comparable software documents or software programs and any other information regarding the Port. Any information relating to ownership, operation or management, which has been or may be disclosed to the employee is confidential, proprietary in nature and of value to the Port. It is a condition of initial and continuing employment for all employees that they abide by this confidentiality.

Violation of confidentiality may result in disciplinary action up to and including termination.

Schedule A – Job Classification & Salary Grid

Non-Unio	n 40-HRS						
Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Range
8	\$71.99	\$75.59	\$79.37	\$83.34	\$87.50	\$91.88	\$149,739 - \$191,110
7	\$60.07	\$63.07	\$66.22	\$69.53	\$73.01	\$76.66	\$124,946 - \$159,453
6	\$52.57	\$55.20	\$57.95	\$60.85	\$63.90	\$67.09	\$109,346 - \$139, 547
5	\$45.07	\$47.32	\$49.69	\$52.17	\$54.78	\$57.52	\$93,746 - \$119,642
4	\$37.56	\$39.44	\$41.41	\$43.48	\$45.66	\$47.94	\$78,125 - \$99,715
3	\$30.06	\$31.57	\$33.15	\$34.80	\$36.54	\$38.37	\$62,525 - \$79,810
2	\$22.57	\$23.69	\$24.88	\$26.12	\$27.43	\$28.80	
1							

CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-16

"BEING A BY-LAW TO ESTABLISH AN ACCESSIBILITY PLAN FOR THE PORT OF JOHNSTOWN."

WHEREAS the Port of Johnstown is governed by the Accessible Canada Act (ACA), which is a federal law enacted by the Canadian government to promote and ensure equal access and inclusion for persons with disabilities;

AND WHEREAS the ACA applies to all federally regulated industries including private companies, organizations and government agencies;

AND WHEREAS the law requires entities with more than nine employees to:

- Prepare and publish an initial Accessibility Plan;
- · Establish accessibility feedback process;
- Report annually on the progress towards the plan and address any feedback received, and
- Undertake a review of the Accessibility Plan every three years in its entirety and re-publish;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it expedient to establish an accessibility plan for the Port of Johnstown; and

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby enacts as follows:

- 1. That the Council of the Corporation of the Township of Edwardsburgh Cardinal adopts the "Port of Johnstown Accessibility Plan 2025-2028" attached hereto as Schedule "A" and forming part of this by-law.
- 2. This By-law shall come into force and take effect upon passing.
- 3. This By-law shall be known as the "Port of Johnstown Accessibility Plan By-law".

Read a first and second time in open Council this 31st day of March, 2025.

Read a third and final time, passed, signed and sealed in open Council this 31st day of March, 2025.

Mayor	Interim Clerk	



PORT OF JOHNSTOWN

ACCESSIBILITY PLAN 2025 - 2028

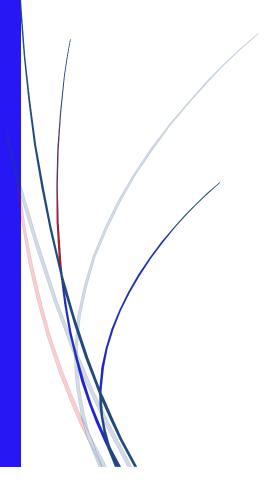


Table of Contents

Indige	enous Land Acknowledgement Statement	3
GENE	ERAL	4
Abo	out the Port of Johnstown	4
Red	quirements	4
Cor	ntact Us	5
CONS	SULTATIONS	6
PORT	T OF JOHNSTOWN ACTION PLAN	7
1.	Employment	7
2.	Built Environment	8
3.	Information and Communication Technologies (ICT)	9
4.	Communication, other than ICT	9
5.	Procurement of Goods, Services and Facilities	10
6.	Design and Delivery of Programs and Services	11
7.	Transportation	11
CON	CLUSION	12

Indigenous Land Acknowledgement Statement

The Port of Johnstown (POJ) recognizes, with gratitude and respect that the Township of Edwardsburgh Cardinal is situated on traditional territory of Indigenous peoples dating back countless generations, which is rich in history and home to many First Nations, Métis and Inuit people today.

As a Township and Port, we have a responsibility for the stewardship of the lands on which we live, work and play, and today, this meeting place is still home to Indigenous people, and we are grateful to have the opportunity to work on and call this land home.

GENERAL

About the Port of Johnstown

The Port of Johnstown (POJ) (formerly The Port of Prescott) is a terminal grain elevator along the St. Lawrence River that has been operating since 1930 serving producers in Eastern Ontario and Western Quebec. It is the only open Port along the St. Lawrence Seaway which offers producers the advantage of being able to sell their grain to the grain trader of their choice.

In October 2000 the Township of Edwardsburgh Cardinal purchased the POJ from Ports Canada. The "Port Management Committee", which acts as a board of directors is made up of all five elected officials from the Township and four public appointees.

By investing in high-quality infrastructure and prioritizing sustainability over the years, the Port has transitioned through many changes ultimately resulting in substantial growth, to now become one of Eastern Ontario's Premier Ports for truck, vessel, and rail shipping and receiving of grains, salt, aggregate, and a variety of project cargo. The Port also offers grain cleaning, grain drying and fumigation services.

We are financially self-sufficient, and we reinvest our profits back in our Port and Township. We are a small but mighty team of +/- 30 employees. Together we proudly manage Ontario's largest and most successful port network, and we strive to do our job in a way that protects the environment and enhances our community.

Requirements

As a federally regulated organization, the Port of Johnstown is governed by the Accessible Canada Act (ACA). The ACA is a federal law enacted by the Canadian government to promote and ensure equal access and inclusion for persons with disabilities. The ACA applies to all federally regulated industries including private companies, organizations and government agencies. The law requires entities with more than nine employees to:

- Prepare and publish an initial Accessibility Plan;
- Establish accessibility feedback process;
- Report annually on the progress towards the plan and address any feedback received, and
- Undertake a review of the Accessibility Plan every three years in its entirety and re-publish.

At the Port of Johnstown, we continuously strive to be an accessible and inclusive organization. Guided by the principles of accessibility, inclusion and social justice, we aim to eliminate barriers and promote opportunities for full participation in all areas of life. We acknowledge the diverse perspectives of individuals with disabilities and affirm our dedication to fostering an environment that is welcoming, supportive and empowering.

It is the intent that Port of Johnstown employees will be working together to implement our Accessibility Plan. This plan will ensure that the work we undertake to achieve accessibility is sustainable and covers all areas outlined in the ACA.

Contact Us

The Port of Johnstown is committed to providing an open and transparent feedback process. To provide feedback or request alternative formats of this Plan, please contact the Port through one of the following methods:

Contact: Leslie Drynan, General Manager

Direct mail: Port of Johnstown, 3035 County Road 2, Johnstown ON K0E 1T1

Email: ldrynan@portofjohnstown.com

Phone: (613) 925-4228 x104

The Port of Johnstown appreciates feedback and the time spent providing it. If you prefer to provide feedback anonymously, you do not need to provide your name. The General Manager will only share feedback with staff and persons directly involved in the process of improving accessibility within the Port of Johnstown. It is also possible to send a letter by post without a return address.

Alternative Formats:

If you would like to receive this plan in an alternative format, please contact the Port using the contact information above for the following formats:

- Print, Large Print and Electronic delivery within 15 days
- Audio, Braille delivery within 30 days

CONSULTATIONS

The ACA requires the Port of Johnstown to consult with persons with disabilities to better understand the current state of accessibility within the organization. Our Accessibility Plan has been drafted with the intent of continuous efforts to engage and be open to consultation with Port employees and various stakeholders. We believe that such consultations will support informing us of barriers, and potential barriers, as well as actions to remove and prevent them.

Employees with and without disabilities are invited to participate in providing feedback in identifying accessibility barriers at the Port of Johnstown. Given the age of the facility, it is expected that much of the feedback will be in relation to barriers in our built environment including round doorknobs, pedestrian man gates and boardroom/workspace acoustics.

In particular, the Port of Johnstown undertakes to:

- Raise employee awareness and ensure their awareness of the rights of pers ons with disabilities;
- Integrate accessibility into organizational system; and
- Continue to work with persons with disabilities to prevent or eliminate barrier s and guide the accessibility plan.

PORT OF JOHNSTOWN ACTION PLAN

Our Action Plan is divided into seven areas governed by the ACA:

- 1. Employment;
- 2. Built Environment;
- 3. Information and Communication Technologies (ICT);
- 4. Communication, other than ICT
- 5. The procurement of goods, services and facilities;
- 6. The design and delivery of programs and services, and
- 7. Transportation.

The following timelines have been established for implementation:

Timelines	Description
Short term	Action initiated within 1 - 2 years
Medium term	Action initiated within 5 years
Long term	Action initiated within 10 years

1. Employment

The Port of Johnstown is committed to fostering an inclusive work environment free from barriers to accessibility; making a conscious effort to ensure that the workplace is inclusive for all. We intend to establish ergonomic assessments, workplace accommodations, training workshops, and encourage underrepresented groups to apply to the Port through our job postings. The following actions in the areas of employment will improve our ability to attract, recruit, promote and retain persons with disabilities:

Actions	Timelines
Update onboarding material with current information about the <i>Accessible Canada Act</i>	Short term
Create a formal process for candidates to request accommodations during the recruitment and interview process	Short term
Create a formal process for employees to request accommodations or confidentially disclose disabilities	Short term
Employee communication campaign to inform of new Accessibility Plan and services available to them	Short term

2. Built Environment

The Built Environment refers to all buildings directly owned and managed by the Port of Johnstown and includes how employees and persons with disabilities use the physical workspaces, and how the public accesses buildings. Our built environment includes a mix of industrial terminals, grain elevator, multimodal spaces, a maintenance shop, boardroom and corporate offices. The Port of Johnstown has a large variety of tenants at all facilities including industrial, commercial and food services. These businesses are responsible for accessibility on their leased property.

The majority of the Port's built environment is 90+ years old. Upgrades have been undertaken throughout our facilities over the years to promote a barrier-free environment, however we recognize the work is not done and are committed to continuing our efforts to accessibility.

Actions	Timelines
Undertake a review of the built environment and create a schedule to identify when infrastructure will be assessed against accessibility standards	Short term
 Ensure all facilities have the following: Hand rails on stairs to make it easier for persons with reduced mobility to move around Fire alarms with light signals to ensure that persons with hearing impairments know when they need to evacuate a building Plain flooring and/or contrasting colour/texture to make it easier for visually impaired persons to move around Stair cases all marked with nose casings to make it easier for visually impaired persons to move around 	Short term
Ensure all future renovation projects include an accessibility review and upgrades undertaken will be accessible	Short term
Conduct a signage and wayfinding review incorporating accessibility	Medium term
Ensure there is ample parking lot signage and create a plan to designate and paint accessible parking spaces.	Short term
Ensure all equipment storage areas are clear and accessible to persons with reduced mobility to make it possible for each employee to access their own equipment.	Short term

16

Replace doorknobs with door handles on an as-required basis	Short term
Review and update safety and emergency plans to ensure that accessibility is a component of safety and emergency plans for the public	Short term

3. Information and Communication Technologies (ICT)

The goal of ICT is to ensure the accessibility of digital content and technologies. ICT's include hardware, software, applications, and websites for both external and internal facing systems for employees, customers, and the public. We will aim to identify ways to remove barriers in our existing ICT infrastructure and enable all employees and guests to engage fully with the Port of Johnstown.

Actions	Timelines
Enhance Accessibility of digital content across all ICTs by implementing accessibility features on all platforms and inform users that site content is available in different formats upon request.	Short term
Review and revise current policies for inclusive language and accessibility	Short term

4. Communication, other than ICT

Actions in Communication, other than ICT, aim to eliminate barriers to inclusive and accessible communication with employees and the public. Equal access to information is essential and the Port of Johnstown always seeks to improve how information is conveyed to the community and employees.

Actions	Timelines
Review current communication documentation (guidelines, programs, policies, etc.) to identify any gaps in detailing appropriate minimum accessibility standards as detailed by the Government of Canada	Short term
Investigate and implement accessibility features on our website and/or undertake a Request for Proposal to create a new inclusive and accessible website (potentially derived from upcoming strategic plan priority setting)	Short term

5. Procurement of Goods, Services and Facilities

The area of Procurement of Goods, Services and Facilities refers to the way in which the Port of Johnstown acquires goods, services and construction to execute capital infrastructure projects, maintain operations, and support its various lines of business with the intention of being used by employees, customers, partners, and the public.

While working to incorporate accessibility into our procurement framework, we recognize the importance of considering accessibility within procurement processes and remaining flexible to adapt to the needs of suppliers, staff and other stakeholders.

Actions	Timelines
Further develop our understanding of accessible procurement processes through consultation and education	Short term
Identify existing barriers within the current procurement framework	Short term
Review solicitation and contract documents to ensure appropriate language and clauses are included	Short term
Opt for furniture (reception counters, boardrooms, staff offices, etc.) better adapted to persons living with limitations to make the facility more accessible	Short term

6. Design and Delivery of Programs and Services

Actions in Design and Delivery of Programs and Services aim to create programs and services that are accessible, both internally and externally.

Actions	Timelines
Communicate commitment to accessibility to employees and public	Short term
Review the need for program and services accessibility guidelines outlining planning requirements and messaging for events	Short term
Research and identify training opportunities for our customer facing employees	Short term
Recognizing that certain areas of the Port are not accessible or available to the public, offer an adapted educational tour or alternative solution to persons with reduced mobility or sensory impairments to ensure that all visitors can enjoy all areas of the Port	Short term

7. Transportation

The purpose of transportation area is to identify and remove existing barriers and prevent the creation of new barriers to port facilities. The Port of Johnstown is not responsible for the transportation of members of the public.

Actions	Timelines
Ensure access to port facilities is accessible by reviewing	
the pedestrian access points on Port properties and	Short term
implementing changes or providing alternative entrances	Short term
to access such areas, where applicable	

CONCLUSION

Through this Accessibility Plan, the Port of Johnstown is dedicated to improving accessibility, addressing any current or future barriers for people with disabilities, and making our operations as accessible as possible to everyone. We will continue to revisit this Accessibility Plan and consult with people with disabilities on an ongoing basis. This will help us make sure that accessibility is addressed moving forward. We also recognize that accessibility is not an outcome, but rather a process. In other words, we will continuously work to address the needs of our employees, partners and visitors to our sites, to ensure greater accessibility moving forward.

CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO. 2025-17

"BEING A BY-LAW TO ADOPT A POLICY WITH RESPECT TO DELEGATION OF AUTHORITY AT THE PORT OF JOHNSTOWN."

WHEREAS the Municipal Act 2001, SO 2001, c.25, Section 270(1) as amended directs that a municipality shall adopt and maintain policies with respect to matter including the delegation of its powers and duties;

AND WHEREAS Section 23.1 (1) of the Municipal Act 2001, SO 2001, c.25, as amended, authorizes a municipality to delegate its powers and duties subject to the restrictions set out therein;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal established terms of reference for the Port Management Committee in Bylaw 2023-14, including giving the Committee responsibility for formulating policies and regulations for and relating to the administration of the Port of Johnstown and also giving the Committee the power to recommend to Council the adoption of bylaws and regulations pertaining to the proper governance of the Port of Johnstown;

AND WHEREAS the Port Management Committee has recommended that the Council of the Township of Edwardsburgh Cardinal adopt by bylaw an updated Delegation of Authority Policy specific to the administration of the Port of Johnstown by a motion duly passed at its meeting on March 24, 2025;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh/Cardinal hereby enacts as follows:

- That the Council of the Corporation of the Township of Edwardsburgh/ Cardinal adopts the Port of Johnstown Delegation of Authority Policy as detailed in Schedule "A" attached hereto and forming part of this bylaw.
- 2. This By-law shall come into force and take effect upon passing.
- 3. That By-law 2017-45 is hereby repealed.

Read a first and second time in open Council this 31st day of March, 2025.

Read a third and final time, passed, signed and sealed in open Council this 31st day of **March**, 2025.

Mover	Interim Clark
Mayor	Interim Clerk

Schedule A By-law 2025-17

Description	Ops Manager ¹	Port GM
Hire employees	Yes – hourly	Yes
Award increments based on approved Salary Grid and Budget	No	Yes
Discipline employees	Yes	Yes
Dismiss employees	No	Yes
Dismiss management level employees ²	No	No
Pay Municipal Accounts pursuant to Procedures By-law ³	No	Yes
Payments in accordance with approved contracts ⁴	Yes	Yes
Make adjustments within approved cost center provided no increase to cost center budget authority	Yes	Yes
Award service or works contracts where budget approval exists	Up to \$30K	Up to \$75K
Amend service or works contracts or issue change orders where budget approval exists	Yes	Yes
Purchase of goods or services where budget approval exists	Up to \$30K	Up to \$75K
Award, incur, acquire, contracts, costs or goods and services where budget approval does not exist	No	No
Incur costs during an operational emergency at the Port of Johnstown ⁵	No	Up to \$75K
Approve conferences, training or memberships where budget approval exists	Yes	Yes
Approve travel where budget approval exists	Yes	Yes
Approve leases, easement documents and real property transactions	No	No
Enforce lease agreements	No	Yes
Donations to Charitable Organizations or Not-for-Profit where budget exists	No	Yes

¹ Must be read in conjunction with other applicable by-laws such as Procurement By-law, Procedure By-law, etc.

² Requires Council approval

³ Requires co-signature of Mayor or Deputy Mayor

⁴ Requires co-signature of Mayor or Deputy Mayor

⁵ Operational emergency is defined as an urgent health or safety matter which cannot wait for a regular or special meeting of Port Management Committee or Council. Decision shall be made in consultation with Township CAO

THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-18

"A BY-LAW TO ADOPT A MUNICIPAL ALCOHOL POLICY"

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 11(2) provides that a lower-tier municipality may pass bylaws respecting the health, safety and well-being of persons; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to adopt a municipal alcohol policy;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

- 1. That the attached Municipal Alcohol Policy attached hereto as Schedule "A" and all of its Schedules and forming part of this bylaw is hereby adopted.
- 2. That bylaw 1999-17 and 2013-43 and all other bylaw previously passed that are inconsistent with the provisions of this bylaw are hereby repealed in their entirety.
- 3. That this bylaw shall come into force and take effort on the date of passing.

Read a first and second time in open Council this 31st day of March, 2025.

Read a third and final time, passed, signed, and sealed in open Council this 31st day of March, 2025.

Mayor	Interim Clerk	

Schedule "A"

Bylaw 2025-

1. OVERVIEW

1.1 **DEFINITIONS**

The following definitions shall apply for the purposes of this bylaw:

"AGCO" - means the Alcohol and Gaming Commission of Ontario

"Catering Endorsement" – means holders of a valid liquor sales license with a catering endorsement are permitted to sell and serve alcoholic beverages at events that are held in unlicensed areas other than a licensed establishment, or that are held in unlicensed areas within a licensed establishment (for example, an unlicensed basement).

A catering endorsement may not be used at a location if:

- the location's liquor sales license is currently under suspension,
- a liquor sales license for that location has been revoked or refused, or
- a business or individual cannot get a Special Occasion Permit for that location.

"Council" – means the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal.

"Event" – refers to any licensed event held at a municipal facility at which alcohol will be served and/or sold. The duration of the event encompassed the set-up, operation and clean-up.

"Event Organizer" – means the individual who has/have signed the facility rental agreement for an event that will involve the selling and/or serving of alcohol on municipal premises. The Event Organizer and/or designate must be 19 years of age or over and is/are responsible for the safety and sobriety of people attending the event as well as compliance with this MAP and the Liquor License Act and its regulations. They assume responsibility and liability for the entire operation of the event.

"Event Worker" – means a paid/volunteer person(s) appointed by the Event Organizer, who is 19 years of age or over and who has satisfactorily proven to the Event Organizer that they will act in accordance with the MAP. All event works must not consume or be under the influence of alcohol for the entire duration of the event. They assume responsibility and liability for the entire operation of the event in conjunction with the Event Organizer. Event works may have one or more of the following roles:

- floor monitor,
- door monitor,
- server/bartender, and/or
- ticket seller

Additional details on the roles and responsibilities for each type of event worker can be found in Section 2.3 of this policy.

"LCBO" - means the Liquor Control Board of Ontario

"Liquor License Act" (LLA) – means the provincial statute that outlines the laws regarding the sale and service of alcohol.

"Licensed Security" – means personnel monitoring entrances and patrol licensed areas to ensure the safety and security of the establishment, its employees and patrons. Security must be licensed under the Private Security Investigative Services Act, 2005.

"Manager" – means the Manager of Parks, Recreation and Facilities or designate employed by the Corporation of the Township of Edwardsburgh Cardinal.

"MAP" – means the Municipal Alcohol Policy of the Corporation of the Township of Edwardsburgh Cardinal.

"Municipal Properties/Facilities" – means all municipal properties/facilities owned or leased lands, buildings and structures.

"Municipal Representative" – means municipal staff or designate who may attend and monitor the event on behalf of the Township to ensure the MAP is met.

"Occupier" – means a group/individual that owns and/or rents the premises where the event is taking place.

"Operational Plan" – means a coordinated plan of actions to prevent and control potential risks. See the AGCO's resource, Planning Special Events, Concerts or Festivals.

"Outdoor Event" – means an outdoor event at which any alcohol is consumed in an outdoor space (including pavilions, tents, parks, temporary structures).

"Person" – means any human being, association, firm, corporation or partnership, agent or trustee together with any heirs, executors, successors, assigns or other legal representative of a Person.

"Public Events" – means an event that is open to the public to attend and is conducted by a registered charity or not-for-profit entity. An individual or business may host a public event if the event:

- (a) is being held in or includes a licensed facility; or
- (b) has been deemed of municipal, provincial, national or international significance

"Private Event" – means an event that is for invited guests. These events cannot be advertised and there can be no intent to gain or profit from the sale of alcohol at the event.

"Server Training Program: - means a certificate training program for serving alcohol that is approved by the AGCO. Server training is required by staff and volunteers who work in areas where alcohol is sold and/or served.

"Special Occasion Permit" (SOP)— means a permit issued by the Alcohol and Gaming Commission of Ontario (AGCO) where alcohol will be sold or served.

"Special Occasion Permit Holder" (SOPH) – means the individual who signs the application for a Special Occasion Permit to sell and/or serve alcohol. The permit holder must be at least 19 years of age and shall attend the event to which the permit applies or appoint a designate to attend in the permit holder's place. If the permit holder designates a person to attend the event in the permit holder's place, both the permit holder and the designate shall sign the permit. The permit holder and/or designate are responsible for the safety and sobriety of people attending the event as well as compliance with this MAP and the LLA and its regulations at the event. They assume responsibility and liability for the entire operation of the event.

"Standard Drink" – in Canada is defined as:

- 12 oz or 341 ml. of beer with 5% alcohol OR
- 5 oz or 142 ml. of wine with 12% alcohol OR
- 1 ½ oz or 43 ml. of spirits with 40% alcohol

 Note: the LLA uses 1 ounce as the standard volume for pricing of spirits – to conform with minimum pricing by LLA, direction is given to adjust price up or down, depending on volume or standard volume used.

The Township reserves the right to set a price for each drink sold at events held on municipal properties/facilities ensuring the price does not fall below the minimum price set by the LLA and directed by the AGCO.

"Township" – means the Corporation of the Township of Edwardsburgh Cardinal.

1.2 INTRODUCTION

The Township of Edwardsburgh Cardinal owns, operates and manages various facilities where alcohol consumption may be permitted under the authority of a Special Occasion Permit (SOP) issued by the Alcohol and Gaming Commission of Ontario(AGCO). The Township has developed a Municipal Alcohol Policy (MAP) in order to manage the use of alcohol in/on designated facilities owned and operated by the Township in a manner that ensures the health and safety of all participants and the protection of facilities. In conjunction with the Liquor License Act, this MAP will dictate your rights, responsibilities and obligations in order to ensure that a minimum standard of conduct and care is met. Without these regulations, people participating in the event might be exposed to danger, the Township may be exposed to unnecessary risk and liability and the person could be responsible. This policy pertains to all events held at Township facilities.

Problems and concerns arising from alcohol consumption can affect not only the drinkers but also other people who use the facilities. Some concerns/problems may include, but are not limited to:

- Vandalism and destruction of Township property/facility
- Policy being called to the location
- Injuries to persons
- Liability action arising from alcohol related injuries, deaths or other incidents
- Increased insurance rates as a result of alcohol related incidents
- Loss of insurability should the insurer's risk assessment escalate
- Charges laid against the Township of SOP holder under the Liquor License Act
- Suspension or loss of alcohol permit privileges by the Liquor License Control Board of Ontario
- Loss of enjoyment by participants
- Complaints lodged by offended parties
- Withdrawal from use of facilities by people concerned about incidents and alcohol consumption practices
- · Loss of revenue due to reduced

13 **PURPOSE**

The MAP consists of a range of measures designed to prevent alcohol related problems such as:

- Drinking and driving
- Drinking to unsafe levels of intoxication
- Underage drinking
- Drinking in prohibited areas
- Damage to municipal facilities

This can also increase the enjoyment of those who use the facilities by reducing the potential for alcohol related problems, the Township concurrently reduces its risk of liability actions.

1.4 RISKS

The LLA is clear in setting standards around alcohol service to the public. If alcohol is served, the LLA and this MAP dictates the rights, responsibilities and obligations in order to ensure that a minimum standard of conduct and care is met. Without these regulations, persons participating in the event might be exposed to danger, and the SOPH and the Township may be held responsible.

Anyone who sells, serves or gives alcohol to a person is known as a provider of alcohol Providers may be included but not limited to service clubs, private functions, or anyone obtaining a SOP to run an event. The occupier is the group/individual that owns and/or rents the premises where the event is taking place. Both providers and occupiers are liable for the event and its attendees.

Rationale: A range of problems can occur due to irresponsible alcohol consumption. These may affect other persons attending the event, other organizations wishing to utilize the facility in the future, the public and the Township. Since the early 1990's municipalities in Ontario have taken a proactive approach to developing alcohol risk management policies and tools, based on incidents that have occurred. These problems may include:

- Injuries or death to intoxicated persons or others as a result of alcohol consumption,
- Liability actions arising from improper serving and monitoring of alcohol consumption,
- LLA charges against the Township and/or SOPH, and/or
- Suspension of SOP being issued

By reducing alcohol intoxication, drinking under the legal age, being limited to specific designated locations, and the possibility of driving a vehicle while impaired, the above problems can decrease.

1.5 POLICY OBJECTIVES

To provide appropriate and reasonable procedures and education to individuals or groups wishing to hold events in Township owned facilities; to encourage and enforce responsible drinking practices and adherence to the AGCO regulations.

- 1. To promote responsible use of Township facilities to ensure a safe and enjoyable environment for users.
- To ensure proper supervision and proper operation of licensed events in order to protect the organizers, the participating public, volunteers, the Township and its officials from liability by providing education in prevention and intervention techniques and through effective management procedures.
- To encourage and reinforce responsible moderate drinking practices through the development of appropriate operational procedures, controls, training and education.
- To respect the decision of abstainers not to drink alcohol and to encourage their participation by providing alternative, non-alcoholic drinks.
- 5. To provide for a balanced use of alcohol through licensed events so that alcohol becomes a responsible part of a social function rather than the reason for it.

2. DESIGNATION OF PROPERTISES/FACILITIES, EVENTS AND ROLES

2.1 DESIGNATION OF PROPERTIES/FACILITIES

The following facilities and areas in the Township are designated suitable for the use of alcoholic events under the authorize of a SOP, provided that the renter obtains an SOP or a Liquor License through a caterer's endorsement issued by the AGCO and agrees to conditions set out by the Township. "Bring your own booze/BYOB" is not permitted on any Township owned property/facility/public space.

The following municipal property/facilities are licensed or suitable for an event/SOP involving alcohol:

- Spencerville Arena Community Centre (upstairs) Capacity: 400
- Township Hall (upstairs) Capacity: 100
- South Edwardsburgh Community Centre Hall Capacity: 150
 - Exception: Only the South Edwardsburgh Recreation Association is permitted to host a licensed event at the South Edwardsburgh Community Centre Hall with an SOP.
- South Edwardsburgh Community Centre park area Capacity:500
- Cardinal Ingredion Area Community Centre Capacity: 600
- Edwardsburgh Cardinal Fire Halls Capacity:100
 - Exception: Only the Volunteer Firefighter Association of Edwardsburgh Cardinal is permitted to host a licensed event at the fire halls with an SOP.

The following municipal properties/facilities are not licensed or suitable for an event/SOP involving alcohol:

- Ball Diamond Spencerville & Cardinal
- Galop Canal Park
- Legion Way/Cardinal Waterfront area/Cardinal Pavilion
- Water Street Park
- Township Hall grounds outside
- All Township Libraries

2.2 **DESIGNATION OF EVENTS**

Youth Events:

It is not recommended that alcohol be served or sold at events that are primarily youth focused.

- Persons under the legal drinking age cannot be admitted to licensed social events held in Township property/facilities, except for private family functions (e.g., weddings, receptions) or special Township events;
- Underage youth permitted to enter licensed events must be accompanied by an adult;
- Underage youth entering licensed areas must wear a visible hand stamp or bracelet provided by the event organizer or SOPH;
- At youth dances/events, no one who leaves the event will be re-admitted;
- Youth events age 18 and youngers that youth and minor sports events are not eligible for SOP events.

High Risk Events:

The Township, AGCO and/or police, at their own discretion, may deem an event to be high risk. These events will require additional staffing and may require that an operational plan be developed in consultation with the Township, AGCO and local police. Prevention and control measures may include the use of paid duty police officers, at the expense of the SOPH.

SOP Private Events:

As per the LLA, the following rules apply to private event SOP's:

- Invited guests only.
- Absolutely no public advertising. Information about the event may be shared with invited guests only. The event must not be advertised to the public in any way, including but not limited to: flyers, newspaper, internet, social media, radio or television.
- No intent for gain or profit from the sale of alcohol at the event.
- No 50/50 draws, raffles, or raffles of alcohol.
- No games of chance, however, games of skill are permitted.
- Silent and/or live auctions are permitted.

2.3 ROLES AND RESPONSIBILITIES

Municipal Representatives

Municipal representatives are responsible for ensuring the permit holder, event organizer and/or designates are provided written information outlining the conditions of the MAP and ensure that they have been informed of their responsibilities. Municipal representatives have the authority/responsibility to demand correction and/or to cease the sale and service of alcohol and will have authority regarding decision-making on the part of the permit holder. Municipal representatives monitoring an event may be certified by a server training program recognized by the AGCO i.e., Smart Serve.

SOPH, Event Organizer and Designates

The SOPH, event organizer and/or designates must be 19 years of age or older. The permit holder signs the application for the SOP to sell and/or serve alcohol. The permit holder may assign a designate. A designate is a person(s) appointed by the permit holder, and acceptable to the Township, has satisfactorily proved to the permit holder that they will act in accordance with the MAP.

The event organizer shall provide a list, at least 2 weeks prior to the event, of all servers and proof of Smart Serve certification (including their certification numbers), and security staff and security license numbers (where applicable).

The permit holder and/or designate, and the event organizer are responsible for the safety and sobriety or people attending the event. They are responsible and liable for the conduct and management of the event, including, but not limited to:

- Complying with the MPA and facility rental agreement, in addition to the LLA and its regulations
- Reading, expressing an understanding of, and signing Schedule B: Checklist for Liquor Licensed Events – Permit Holders and Event Organizers
- Arranging event workers
- Hiring server training program certified ticket sellers, bartenders, floor monitors, door monitors and security (where applicable)
- In the case of the permit holder and/or event organizer, training their designates, if applicable
- Training other event workers
- Ensuring all event workers including permit holder/designate, abstain from consuming alcohol or other intoxicating substances during the event or while cleaning up after the event (including cannabis)
- Attending the event for the duration including the post clean up
- Organizing and planning the set-up and clean-up of the event
- Posting the SOP or Caterer's Endorsement in a conspicuous place on the premises to which the permit applies and keeping it in a place where it is readily available for inspection
- Ensuring that at least 35% of the available alcohol consists of low-alcohol beverages
- Ensuring that only standard sized drinks will be served/sold
- Ensuring no one consumers alcohol in unauthorized locations
- Ensuring the safety and sobriety or people attending the event including those persons turned away to control the event
- Organizing safe transportation options
- Responding to emergencies.

The permit holder must provide a copy of the SOP and any updates to the Township prior to the start of the event.

Event Staff

- Server training program certification is required for all event staff
- The permit holder, event organizer, door monitors, floor monitors, and servers shall not consume alcohol during the event, or while cleaning up after the event, not shall they be under the influence of any alcohol or other substances during the event
- Event workers are to encourage patrons to consume food, non-alcoholic and low alcoholic beverages
- Event workers must wear identifiable clothing and be present on the licensed premises during all hours of alcohol service and at least one hour past the time shale and service of alcohol ceases
- Event workers must ensure all patrons have vacated the premises and ensure that the premises are secured prior to leaving
- Event workers must ensure all signs of the sale and service of alcohol are cleared within 45 minutes of the end of the event

Bartenders

- Current certified (not expired) by a server training program recognized by the AGCO (Smart Serve)
- Appointed by the event organizer and has proven that they will act in accordance with this MAP and the LLA
- Checks identification and verifies age
- Accepts tickets for the purchase of alcoholic drinks
- Serves standard sized drinks only
- Severs a maximum of 2 standard sized drinks per patron per visit to the bar
- Monitors for intoxication
- Refuses service when patrons appears to be near intoxication
- Offers non-alcoholic drinks
- Must be 19 years of age or older

Ticket Seller

- Current certified (not expired) by a server training program recognized by the AGCO (Smart Serve)
- Appointed by the event organizer and has proven that they will act in accordance with this MAP and the LLA
- Checks identification and verifies age
- Monitors for intoxication
- Only sells a maximum of 5 tickets per patron at one time
- Refuses sale to patrons near intoxication or are intoxicated
- Must refund tickets on request whenever the bar is open and up to 30 minutes after the bar has closed if tickets are not used
- Must be 19 years of age or older

Door Monitor

- Recommend certified by a server training program recognized by the AGCO (Smart Serve)
- Appointed by the event organizer and has proven that they will act in accordance with this MAP and the LLA
- One monitor must be present at each entrance/exit of the premises for the duration of the event and until the premises have been secured once the event is over
- Checks identification and verifies
- Checks for signs of intoxication
- Limits entry to venue capacity
- · Refuses admission to intoxicated and troublesome individuals
- Ensures that age of majority patrons can be clearly identified, e.g., using wristbands, if there will be youth attending the event
- Monitors individuals showing signs of intoxication when ready to leave the event and ensures they have a sober and responsible person with them

- Recommends safe transportation options
- Must be 19 years of age or older

Licensed Security/Paid Duty Police

- If using a security company the company must be duly bonded and licensed
- Patrols the licensed area and immediate area outside the licensed area, washrooms and parking area scanning for potential problems
- Ensures alcohol remains within the licensed area
- Notifies event staff, event organizer and permit holder or designate of potential problems
- Helps in handling disturbances
- Assists the permit holder and/or event organizer in vacating the premises
- Summons police when requested by the permit holder, event organizer or designate, municipal representative or as deemed necessary
- Aware of and responsible for fire safety plan
- May be required to check identification

Floor Monitor

- Recommend certified by a server training program recognized by the AGCO (Smart Serve)
- Appointed by the event organizer and has proven that they will act in accordance with this MAP and the LLA
- Monitors patron behaviour and crowd control
- Monitors for intoxication and informs bartenders
- Attempts to identify potential problems
- Reports problems and complaints to security, event organizer and permit holder
- Suggests safe transportation alternatives to patrons
- Must be 19 years of age or older
- Award of and responsible for the fire safety plan

3. TOWNSHIP MANAGEMENT PRACTICES

3.1 **INSURANCE**

The permit holder and/or event organizer must provide proof of insurance by way or submitted the certificate of insurance to the Township before occupying the Township property/facility for the event. The certificate of insurance must be in effect for dates where the Township property/facility is being user or occupied by the event organizer and permit holder. Failure to provide proof of insurance in accordance with this MAP will void the rental.

Proof of general liability insurance coverage in an amount of not less than \$5 million must be provided to the Township prior to final signing of the rental of the facility. The insurance must be issued by an accredited insurance company that is licensed to carry on business in Ontario and that is satisfactory to the Township. The insurance coverage must, at a minimum, include the following:

- Coverage for bodily injury and property damage liability
- A host liquor liability endorsement
- The Township shown as an additional insured on the policy
- The event organizer and permit holder must be included as additional insured.

Completed insurance certificate, SOP and rental agreement must be provided to the Township at least 30 days prior to the event. Failure to submit any of these documents may result in cancellation of having alcohol at the event and/or cancellation of the rental itself.

For outdoor events, the SOPH must provide 30 days' notice to the Township, including police, fire department, building department and health unit) for events

where less than 5000 people are expected, and 60 days if over 5000 people are expected.

3.2 RECOMMENDED MINIMUM STAFFING RATIOS FOR SOP EVENT

The table below provides a suggested ratio of event workers according to the number of expected participants/guests. The Township, AGCO and/or policy involved reserve the right to adjust these requirements as deemed necessary on an event-by-event basis.

For events over 1000 guests, the AGCO requires a security meetings. The permit holder must submit an operational plan for the event which includes a site plan, schedule, and security plan. For events under 1000, the AGCO reserves the right to still request this process.

Number of Event Guests	Minimum Number of Event Workers			Minimum Number of Licensed	
	Bartenders	Door Monitors*	Floor Supervisors**	Ticket Sellers	Security Workers
Up to and including 100	1	Monitor at each access point	1	0	
101 to 200	2	Monitor at each access point	2 (+1 for outdoor events)	1	
201 to 300	2	Monitor at each access point	3 (+1 for outdoor events)	2	(1 for outdoor events)
301 to 400	3	Monitor at each access point	3 (+1 for outdoor events)	2	(1 for outdoor events)
401 to 500	3	Monitor at each access point	4 (+1 for outdoor events)	2	1 (+1 for outdoor events)
501 to 600	4	Monitor at each access point	5 (+2 for outdoor events)	3	1 (+1 for outdoor events)
601 to 700	4	Monitor at each access point	6 (+2 for outdoor events)	3	2 *** (+1 for outdoor events)
701 to 800	5	Monitor at each access point	7 (+2 for outdoor events)	3	2 *** (+1 for outdoor events)
801 to 900	5	Monitor at each access point	7 (+2 for outdoor events)	4	3 *** (+1 for outdoor events)
901 to 1,000	6	Monitor at each access point	8 (+2 for outdoor events)	4	3 *** (+1 for outdoor events)
1001 +	6 + 1 for every additional 150 guests over 1,000	Monitor at each access point	6 + 1 for every additional 150 guests over 1,000	6+1 for every additional 300 guests over 1,000	6 + 1 For every additional 200 guests over 1,000 an Additional licensed security worker is required.

^{*} All access points to the licensed area must be monitored. Each venue will require a varying number of door monitors depending on the layout of the venue.

• For any event that allows minors/youth, additional floor monitors may be requires

If the event includes youth admittance, a tent, pavilion, any other temporary structure, or a fenced area, the ratio of floor/door monitors should be increased by one additional worker.

It is mandatory that all event workers/staff, bartenders, and ticket sellers are Smart Serve trained and certified (must have the most recent up to ate training, including the cannabis module). The permit holder/event organizer shall provide a list at least 2 weeks prior to the event of:

- Proof of Smart Serve certification (including certificate numbers)
- Security staff and license number (if required)

^{**} The event organizer or official designate can be a floor supervisor.

^{***} For large events, a portion of security workers must be paid duty officers (required number to be determined by local police)

3.3 YOUTH ADMITTANCE FOR ALL AGES EVENTS

Depending on the level of event risk, minors may not be permitted to attend an event. In any case, no one under the age of 19 shall be served alcoholic drinks at licensed events. When and where the permit allows patrons under the age of 19, all patrons that are of the age of majority and over will be identified with a wrist band or hand stamp, identifying them as eligible to be served. Event staff shall as anyone who appears to be under the age of 30 for ID.

3.4 **GAMBLING**

Games of chance, luck or mixed change and skill such as raffles, 50/50 draws or wheel of fortune are not permitted unless the proper license has been obtained from the Township or Province of Ontario under the AGCO regulations.

4. PREVENTION STRATEGIES

4.1 SAFE TRANSPORTATION

The permit holder and event organizer are responsible to take necessary steps to reduce the possibility of impaired driving. As a condition, they must have a safe transportation strategy in effect. Elements of a strategy could include:

- Provide non-alcoholic beverages either at no charge or at a cost much lower than those containing alcohol
- Providing alternate means of transportation for those who are suspected to be intoxicated
- Announce/post alternate transportation options available
- Designated drivers provided by the sponsoring group
- Post local cab/taxi service phone numbers
- Calling the police if someone who is suspected of being impaired cannot be convinced to use an alternate method of transportation

4.2 SAFE ENVIRONMENT

- The facility must be adequately lighted, signs must be visible, and stairs and emergency exits must be clear at all times. The Manager shall be contacted if a safe setting cannot be provided.
- There must be sufficient food available for those in attendance. Food should be available throughout the event and must not be removed until the bar closes.
- All bottles and cans must be retained within the bar area.
- High alcohol beers (over 5%) are not permitted. Of the total volume of beverages available for sale, at least 35% must be low alcohol content e.g., a low beer (4% or less); a low alcohol wine has an alcohol content of 11% or less.
- Drinks must be served in soft plastic or paper cups and a different colour shall be used for non-alcoholic drinks. Informal dining settings, glassware may be used for serving/consuming alcohol. Glassware must be removed at the end of the dinner.
- There are no "shooters" allowed including Jell-O or otherwise.
- Homemade alcohol shall not be allowed at any SOP function, with the exception of homemade wine or beer at a religious function listed and identified under a "NO SALE" reception permit, as permitted by the AGCO.
- No persons shall be allowed to bring their own alcohol to the event, or to pour their own alcoholic drinks. Where wine is provided with a meal, a non-alcoholic drink must be provided to ensure that youth/minors and abstainers are included.
- Sale, service and consumption of alcoholic beverages at outdoor public events held by public event SOPH will be confined to clearly defined licensed areas (e.g., beer tent/garden). There must be a defined outdoor beverage area.

- Unsafe activities such as drinking contests, discounted drinks, dancing on tables, or other dangerous activities are strictly prohibited.
- Hours of sale and service of alcohol will be from 11 a.m. to 1 a.m. the next day except on New Year's Even where hours will be extended to 2 a m
- Ticket sales and service shall cease at least 45 minutes prior to the end
 of the licensed period of the event. There shall be no last call.
- All alcohol and its containers (including empty cups/glasses) shall be cleared away no more than 45 minutes after the end of the licensed event.
- The permit holder, event organizer or municipal representative (if present) will be responsible for determining when assistance is needed and requesting it from the appropriate authorities. If an alcohol related violation occurs prompt action is required to restore adherence to the LLA. Whenever the LLA is violated at an event, there is a risk of a charge being laid. Even if no charge is laid, the fact that the LLA has been violated can be used to undermine a defense in any civil suit.
- All outdoor licensed areas are required to have a barrier at least 0.9 metres high. Higher barriers and additional criteria may be required at the discretion of the Manager.
- All events where costumes are worn patrons shall be required to identify themselves.
- No energy drinks (with or without alcohol in them) shall be sold.
- Alcohol shall not be offered as a prize in a contest. A lottery license is required if raffling alcohol (charities only). Gift cards for the LCBO are allowed as an exception.

5. SIGNAGE

During events where alcohol is servers, the following signage shall be displayed in prominent locations.

5.1 REQUIRED SINGAGE PROVIDED BY TOWNSHIP

Ticket Sales (signage posted where tickets are being sold)

- Maximum number of tickets that can be purchased at one time only 5 tickets allows at one time.
- There will be no last call.
- Ticket sales end 30 minutes before the bar closes.
- Unused tickets may be refunded while the bar is still open and 30 minutes after closing.

Bar Area (posted within the licensed bar area)

- Bartenders reserve the right to refuse service.
- Bartenders cannot serve alcohol to anyone who is intoxicated or appears to be at the point of intoxication.
- Bartenders cannot serve alcohol to anyone under 19 years of age.
 Proper ID must be presented.
- Low or non-alcoholic drink options are available.
- You can only redeem 2 tickets and be served a maximum of 2 alcoholic drinks at any one time.
- The bar will close at 1 a.m. (or earlier time outlined and agreed upon between the permit holder/event organizer and the Manager).
- There will be no last call.
- Servers are not allowed to consume alcohol prior to or during their shift.
- For non-emergency, please call local police at 613-925-4221 or toll free at 1-888-310-1122.
- Sandy's Law warning sign for pregnant women
- Location information You are at (name and address of property/facility for emergency response).

Restricted Area

No alcohol beyond this point.

5.2 REQUIRED SINGAGE PROVIDED BY PERMIT HOLDER

The permit holder/event organizer shall post the SOP (with any updates) in plain view on the premises to which the permit applies so that it is readily available for inspection.

Safe Transportation and Other Recommended Signage

- List of safe transportation options as required in accordance with section
 4 1
- The R.I.D.E. program is in effect in our community.
- Use of designated drivers.
- Canada's Guidance on Alcohol and Health sign.
- What is a standard drink sign.
- Permit Holders name and contact information at the entrance/exit to the venue in case of emergency.

6. ENFORCEMENT

6.1 ENFORCEMENT PROCEDURES

If drunkenness, intoxication, riotous, quarrelsome, violent and aggressive and/or disorderly conduct or unlawful gaming is observed at the event, the permit holder/event organizer and workers shall:

- First ask the offending person to leave, and
- If the individual refuses to leave, call the police.
- Seek any necessary assistance to maintain control and management of the event and ensure the safety and protection of persons, including event workers.

The permit holder/event organizer must notify the police in they observe signs that a situation is getting out of control.

6.2 **DUTY TO REPORT**

Any person may notify the SOPH, event organizer or security of suspected violations of this MAP.

- Event workers should not attempt to rectify a violation that could lead to a confrontation resulting in personal injury or property damage. Police or on site security shall be alerted.
- A police officer or AGCO Inspector may inform the permit holder or designate that they are in violation of the LLA and/or provincial law. Charges may be lad against the offending individual(s) at the officer's or inspector's discretion.
- The permit holder, event organizer, or designates shall inform the Township when repairs or other actions are required to make Township property/facility secure/safe for use. Based on repair/need, this may be at the cost of the permit holder. If the repair/need is solely for the benefit of the SOP event and no necessary for the property/facility, it is not the responsibility or at the cost of the Township.
- Municipal representatives that may be at the event reserve the right to ensure this MAP is being adhered to at all times.

Violation of this MAP occurs when the permit holder or event organizer fails to comply with all AGCO policies, the LLA and its regulations and/or this MAP.

The permit holder or event organizer has the duty to report to the Township Manager issues with details of any incident that:

- They are aware of or has been made aware of any LLA or MAP violations.
- Where the AGCO Inspector or police as reported any incidents or violations.
- Involved bodily injury or property/facility damage.

During any instance under this section, reports shall be made no later than 2 days after the conclusion of the event, but shall be made immediately when repairs/damage or other action is required to make the property secure and safe for use. Municipal representatives shall report and any infraction of this policy to police and/or AGCO.

6.3 FAILURE TO COMPLY, PENALTIES AND CONSEQUENCES

Where there has been failure to comply with the LLA, the police, or the AGCO inspector may intervene for compliance and/or enforcement purposes and may, at their discretion or other authority, terminate the event. It remains the responsibility of the permit holder, event organizer and/or designates to manage the vent and to take appropriate actions, including ending the event, vacating the property/facility, maintaining insurance, adhering to any conditions of insurance, and providing safe transportation options. The AGCO can deny or suspend the issuing of SOPs to certain premises on the basis of historical violations at that particular location.

The Township may similarly cancel, intervene or terminate the event for violations of the MAP or rental agreement. Regardless of the reason for termination of the event, the Township will not be responsible for any compensation whatsoever to the permit holder or event organizer or any other affected persons for any resulting losses that they may have suffered.

The Township shall subsequently inform the permit holder or event organizer that there has been a violation of the MAP and any imposed consequences or penalties.

Additional short/long term penalties for failure to comply with the MAP may include, but not limited to:

- Loss of privilege to hold an evet involving alcohol at the Township property/facility.
- Loss of any future use or rental of any or all Township properties/facilities.
- Individual ban or suspension of persons involved in the infractions from any or all Township property/facility for any term.

7. MUNICIPAL SIGNIFICANCE

A registered charity under the Income Tax Act or non-profit organization may take out a public event SOP, and no municipally significant designation is required. It is recommended that proof of charitable or not-for-profit status, in the form of a letter, be received by the Township at the time of the SOP application.

An individual or business may also apply for a public event SOP if organizing or conducting an event of:

- Provincial or national significance (as agreed to by the Registrar of Alcohol and Gaming Commission); or
- Municipal significance for which a municipal council resolution or letter from the CAO or Municipal Clerk is required and indicates the event is one of municipal significance. Such application to the Township shall be

submitted for consideration no later than 60 days before the planned event.

The Township is under no obligation to provide this designation to an applicant for a public event SOP. Even with the designation of municipal significance, the AGOC Registrar ultimately decides if the necessary criteria have been met in order for a SOP to be issued.

8. EXEMPTION REQUESTS

Notwithstanding anything in this policy, any person may make an application, in a form as approved by the Township, to Municipal Council, to request an exemption to the permitted designation property/facility locations outlined in section 2.1 of this policy. The Township may refuse to grant any such exemption or may grant the exemption applied for or any exemption of less effect, and any exemption granted shall be in the form attached hereto as Schedule C.

Any exemption application requests must be received for an event no less than 60 days prior to the proposed event date to be considered. Applications will be reviewed by the Manager of Parks, Recreation and Facilities in consultation with the CAO and Clerk to ensure completeness.

A breach of any of the terms or conditions of any exemption granted by the Township shall render the exemption null and void.

9. VALIDITY AND SEVERABILITY

If any section, subsection, clause, paragraph or provision of this by-law or parts thereof are declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Municipal Council to enact, such section, subsection, clause, paragraph, provision or parts thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other provisions of the bylaw as a whole or part thereof and all other sections of the by-law shall be deemed to be separate and independent there from and enacted as such.

Whenever any reference is made under this by-law to a statute or regulation of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute or regulation and all successor legislation to such legislation.

Nothing in this policy takes precedence over any bylaws, resolutions, plans or agreements of the Township or other legislation.

Schedule "B"

Bylaw 2025-

CHECKLIST FOR LIQUOR LICENSED EVENTS – PERMIT HOLDERS AND EVENT ORGANIZERS

This checklist must be completed, signed and submitted to the Township Manager of Parks, Recreation and Facilities, with all supporting information, at least 2 weeks before the event. Refer to the MAP for additional information.

1. Name of Event:			
2. Proposed Location of Event:			
3. Date & Time of Event:			
4. Estimated Number in Attendance:	=		
5. Name of Person and/or Group Hosting Event:			
6. Will Persons Under 19 Year of Ag	e be Attending the Event? Yes 🔲 No 🔲		
7. Name of Event Organizer and their	ir Designate(s):		
Event Organizer:	Phone #:		
Designate:	Phone #:		
8. Name of SOP Holder and their De	signate(s):		
SOP Holder:	Phone #:		
Designate:	Phone #:		
9. Has a copy of the SOP been proviewent)	ided? (required at least 30 days before		
If yes, date submitted:			
For Office Use – date received:			
Has a copy of insurance been pro event)	ovided? (required at least 30 days before		
If yes, date submitted:			
For Office Use – date received:			
11. Has the property/facility rental ag	reement been signed?		
If yes, date submitted:			
For Office Use – date received:			
12. Has a copy of proof of security be	en provide (if applicable)?		
If yes, date submitted:			
For Office Use – date received:			

13. Proof of Risk Managemen	t Plan? Yes 🔲 Not required 🛭	
14. List of workers and copie individual?	s of certified training program pro	ovided for each
If yes, date submitted:		
For Office Use – date received	d:	
	erstand the Municipal Alcohol Policy ent workers will observe and obey a vent.	
Name of SOP Holder	Signature of SOP Holder	Date
Name of Event Organizer	Signature of Event Organizer	Date
Office Use Only		
Checklist received by (print na	me):	
Date received:		
Notes/Comments:		

Schedule "C"

Bylaw 2025-

EXEMPTION REQUEST APPLICATION

1. Name of Event:				
2. Requested Exemption Location of Event				
3. Date & Time of Event: 4. Estimated Number in Attendance: 5. Name of Person and/or Group Hosting Event: 1. Stimated Number in Attendance: 2. Stimated Number in Attendance: 3. Date & Time of Event: 4. Estimated Number in Attendance: 5. Name of Person and/or Group Hosting Event:				
			6. Will Persons Under 19 Year of Age be Att	ending the Event? Yes No
			7. Name of Event Organizer and their Desig	nate(s):
Event Organizer:	Phone #:			
Designate:	Phone #:			
8. Name of SOP Holder and their Designate	(s):			
SOP Holder:	Phone #:			
Designate:	Phone #:			
9. Description of Event:				
10.Reason for Exemption Request to Use S	pecific Location:			
o				
Office Use Only				
Checklist received by (print name):				
Date received:				
Notes/Comments:				

THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-19

"BEING A BYLAW TO ADOPT THE GENERAL GOVERNMENT ESTIMATES FOR SUMS REQUIRED DURING THE YEAR"

WHEREAS; the Municipal Act 2001, S.O. 2001, c. 25 Subsection 290, as amended, provides that the Council of a local municipality shall in each year prepare and adopt a budget, including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal has prepared estimates setting out the amounts required to be used for lawful municipal purposes and the amounts required to be raised by taxation in 2025;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. The estimates of the 2025 Revenues and Expenses attached hereto as Schedule "A" forming part of this by-law are hereby adopted.

Read a first and second time in open Council this 31 day of March, 2025.

Read a third and final time, passed, signed and sealed in open Council this 31 day of March, 2025.

Mayor	Cle	erk

Schedule "A" to By-law 2025-

Schedule "A" to By-law 2025-			
	REVENUE	EXPENDITURES	TO BE RAISED FROM TAXES
OPERATING BUDGET			
Council	0	205,103	205,103
Administration	236,200	1,619,506	1,383,306
Fire Department	57,961	801,434	743,973
Police Services	0	1,158,559	1,158,559
Conservation Authority	0	65,618	65,618
Cemeteries	0	4,900	4,900
Protective Services	4,800	21,928	17,128
Building Inspection	170,000	230,912	60,912
Bylaw Enforcement	3,500	47,460	43,960
Public Works	991,363	2,324,098	1,332,735
Johnstown Water	0	0	0
Storm Water Management	0	220,768	220,768
Waste Disposal	18,500	182,380	163,880
Waste Collection	297,111	484,370	187,259
Recreation	727,740	2,341,495	1,613,755
Library	0	176,650	176,650
Planning	9,000	140,538	131,538
Economic Development	25,000	219,604	194,604
Agricultural & Drainage	2,500	91,644	89,144
Total Operating	2,543,675	10,336,967	7,793,292
Less:			
Supplementary Taxes	100,000	0	(100,000)
Grants In Lieu	288,504	0	(288,504)
Provincial Grant (OMPF)	777,800	0	(777,800)
Port of Johnstown – Admin Fee	1,000,000	0	(1,000,000)
Port of Johnstown – Dividend	2,200,000	0	(2,200,000)
	6,909,979	10,336,967	3,426,988
Transfers to Reserves			
Dedicated Capital Reserve Fund	0	2,200,000	2,200,000
Administration	0	10,000	10,000
Election	0	10,000	10,000
Fire Department	0	75,000	75,000
Public Works	0	100,000	100,000
Storm Water Management	0	25,000	25,000
Recreation	0	15,000	15,000
Planning	0	5,000	5,000
Total Transfers to Capital Reserves & Reserve Funds	0	2,440,000	2,440,000
CAPITAL BUDGET			
Administration	40,000	40,000	0
Fire Department	100,000	100,000	0
Public Works	2,820,777	3,184,954	364,177
Storm Water Management	2,820,777	3,164,934	0
Waste Disposal	0	0	0
Recreation	302,000	1,149,765	847,765
Total Capital		· .	1,211,942
•	3,262,777	4,474,719	
GRAND TOTAL	10,172,756	17,251,686	7,078,930

Page 232 of 238
. 450 -01 -00

CAO'S ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

Website update	Staff have access to our new website, and we are working through 22+ hours of training scheduled over the next few weeks. We're aiming for an earlier go-live date, potentially before June, to avoid maintaining two sites for an extended period. In preparation for the new site, we are completing training in writing for accessibility and updating our writing and branding guidelines.
SERA AGM	Staff attended the South Edwardsburgh Recreation Association AGM.
SGCC AGM	Staff and CAO attended the South Grenville Chamber of Commerce ADM
EC Connects	EC Connects is receiving positive feedback from community groups and organizations. Helpseeker is responsive to requested updates, and we are continuously improving the platform based on user feedback. Staff also participated as guest speakers for Helpseeker sharing our experience with the platform.
BESS Project	Potentia has rescheduled a public meeting for the Battery Energy Storage Facility that was to take place on April 16. We've asked for public notice as soon as it's prepared to help share it with residents.
Communications Committee	The Communications Committee is working on a Communications and Engagement Strategy and will share it with Council once complete.
Trade Show	The LG Approved Spring Trade Show is scheduled for April 24-26. Our booth theme, "Grow in TWPEC," will feature local businesses, Follow 44, and EC Connects. We'll also use the opportunity to gather feedback for our new community improvement plan. We welcome Council to join staff at the booth to engage with show visitors. A signup sheet will be circulated.
Shop Local	In response to the growing desire to shop local, staff visited local businesses to learn more about local goods made in Canada. We shared our findings on social media, and they were very well received.
SNC Tree Day	Reservations are now open for Free Tree Day. We'll be giving away free trees in May. Residents can reserve free tree seedlings through South Nation. The form can also be accessed through our website.
BLEO	As spring is here, in the next two or three weeks BLEO will focus on clean yards. As in prior years, April and May will be education months and ticketing will begin in June.

TREASURY

Interim Tax	The 2025 interim tax bills have been generated and mailed out the
Bills	first week of March with a due date of March 31st.
2024 year-end	Fieldwork for the 2024 year-end audit has been successfully
audit	completed. Communication with the auditors remains ongoing as
	staff address follow-up requests and finalize outstanding matters.
Realtax Tax	Final notices were sent in the fall of 2024 to two properties, they
Sales	had until the end of 2024 to communicate and make arrangement to
	pay the cancellation price or enter into an extension agreement. No
	communication has been received, and the tax sale date has been
	set for May 28, 2025.

FACILITIES/RECREATION

Arenas	Spencerville arena closed March 23, Ingredion March 30 th , staff are working on spring cleaning and painting at both rinks.
Pickel Ball	Spencerville arena will start the week of April 15 th on Tuesday & Thursday nights
Earth Week	Working alongside the businesses in Johnstown for the April 22nd cleaning up day. Also, the Ingredion plant will work with Parks & Rec staff on the 22nd to clean up the village of Cardinal.
Parks	Staff will work over the coming weeks to get garbage cans and picnic tables out when the ground dries up. We will also get the Pickel Ball courts in Johnstown ready.
Summer Programs	Summer camp registration will open April 1 st , and the swimming program will open late May.
Summer Hirings	All summer camp, park & pool positions have been filled
Arena Donations	Met with the Gliders & Sliders seniors' group at the Ingredion on Monday, the group who skates and walks weekly during the hockey season donated \$ 1,055.00 as well as the Seniors Dominos group who have been using the meeting room for the past 6 months donated \$ 150.00.

OPERATIONS - PUBLIC WORKS

RFQ,	RFQ – Supply of Asphalt – closes on April 8/2025
RFP,	RFQ – Supply of Winter Sand – closes on April 8/2025
Tenders,	RFQ – Waddell Street in development
Issued	RFQ – Water, South and Henderson in development

Ongoing Activities	Perform routine and weekend road patrols of TWPEC – Roads and Sidewalks Network. Ongoing works include vehicle and shop maintenance, pothole patch repairs on paved and surface treated surfaces, flood control, grader maintenance on gravel roadways, gravel road reinstatement at various locations. (Chambers Rd, Kain Rd, Glen Smail Rd) Winter Operations in March – 6 occasions.
Half Loads	Half Loads for Spring Season in effect beginning on March 17/25 Signage installed on TWPEC – Roads Network
Training	Citywide Software Training Ongoing GPS/AVL Training
Meetings	South Nation Conservation Authority – Flood Forecasting and Warning Information Session. Association of Ontario Road Supervisor District 8 Meeting – General Meeting
Annual Traffic Sign Inspection	Advantage Data Collection will be completing the annual retro- reflectivity testing and inspection of all traffic signs beginning next week.
Pedestrian Crossings	The lane light pedestrian crossings are now active and in-service at Bennett/Henderson; CR2/Dishaw and CR2/Walker. As indicated prior, CR/CR22 presents some added complexity and cost. A short-term option could be the installation of the continuous flashing pedestrian signs previously located at CR2/Dishaw.
AHSIP (Accelerated High- speed Internet Program)	Staff have issued municipal consent on six projects submitted by Xplore Inc. through the BOW (Broadband One Window) portal and are working with Xplore Inc. on a telecommunications municipal access agreement that outlines what activities require a permit and how infrastructure relocations are dealt with in the future. The draft agreement is planned to be in front of Council in either April or May.

OPERATIONS - ENVIRONMENTAL SERVICES

Cardinal Wastewater Treatment Plant	GAL power completed fuel tank replacement and exhaust system repairs (Capital). Trojan UV completed annual UV servicing. IECBL upgraded light fixtures in Air Handling and bar screen room to LED fixtures. Annual ESA (electrical) inspections completed. One defect was identified.
Cardinal Water Plant	Trojan UV completed semi-annual UV servicing. Trojan UV recertified UV reference sensor.

	GAL power completed generator exhaust and fuel system repairs (Capital).
	UV System replacement project tender released on March 19,
	closes on April 8.
	Annual DWQMS Infrastructure Review completed.
	Annual ESA (electrical) inspections completed.
Cardinal Distribution	Dundas Street Engineering and Design tender closes on April
System	8.
	Routine rounds completed.
Industrial Park Water	Annual DWQMS Infrastructure Review completed.
System	Routine rounds completed.
Windmill Pumping	Routine rounds completed.
Station	Annual ESA (electrical) inspections completed.
Spencerville	Tender closed on March 18 for the Spencerville Pumping
Wastewater System	Station # 1 upgrade project. There were (2) two submissions
	by closing time. Staff are reviewing bids and available options.
	GAL power will complete fuel and exhaust system repairs by March 28 at Spencerville Station # 1(Capital).
	IECBL replaced circuit breaker in north pump (Station # 1).
	Pre-Lagoon discharge samples collected March 25, second
	set will be collected March 31.
Cardinal Cayyan and	Annual ESA (electrical) inspections completed.
Cardinal Sewer and	Replaced solenoid valve on generator at Adelaide Station.
Storm Collection	Routine rounds completed.
System	Cardinal Force Main Feasibility Study tender closed on March
	25. There were (2) two submissions by closing time. Staff are
	reviewing bids.
	Annual ESA (electrical) inspections completed.

OPERATIONS - MUNICIPAL DRAINS

Dewit Richter	Tender for Culvert Replacement was issued and closed on March
	25. There were (8) eight submissions by closing time. A
	recommendation is in front of Council tonight.
James Reilly	Clean-out work on this branch will be taking place in the next couple
Branch #2	of weeks by Lloyd McMillan as per vendor of record results. They
	are awaiting locates.

FIRE DEPARTMENT

HR	SCBA and N-95 mask fit testing completed.

Training	One captain completed an MTO signing authority course. This will allow driver training and licensing to be completed in-house under the authority of the OAFC.
	Several members attended an incident debrief at Leeds Thousand Islands for an ice rescue incident they attended last year.
	The chief attended the mutual aid meeting and learning symposium in Huntsville with Chief Bowman and Deputy Chief Paul.
	The chief and 2 captains attended confined space entry and awareness course by NATT Safety. The course was hosted by Ingredion.
	The new projectors and screen purchased with the training grant from the Fire Marshalls Public Fire Safety Council have arrived and received positive feedback from students.
Fleet	Fire department vehicles are operating well.
Fire Prevention	The fire prevention officer attended several industrial occupancies along with the CBO and building inspector.
	Follow-up is being completed with an industrial occupancy to address multiple nuisance alarm activations.
	A fire safety plan was reviewed and inspection completed at an assembly occupancy.
Facilities	The air tank on the compressor at station 1 started to leak due to corrosion. The air compressor has been replaced.
	The bunker gear washer and dryer have been installed and programmed by the vendor. They are now in service, and training will take place in the near future.
	The Crisys server reached its end of life and has been replaced with another refurbished unit from Crisys.
Other	Several members attended the EOFA meeting in Almonte.
	Planning underway for this year's firefighter appreciation dinner to be hosted on May 9 at the Drummond building.
	Members of the department participated in the chief's food drive on
	March 8 along with firefighters from Prescott and Augusta. Over
	3000 pounds of food and \$5000 dollars in monetary donations were collected.
	Planning for the annual pancake breakfast has begun with the date being April 19.

EMERGENCY MANAGEMENT

	Nothing to report currently
--	-----------------------------

Councilors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2025-20

"A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY RESOLUTION"

WHEREAS Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

- 1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on March 31, 2025 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this bylaw.
- 2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
- 3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 31 day of March, 2025.