



PRESCOTT TOWN COUNCIL  
AGENDA

January 27, 2025

6:00 pm

Council Chambers

360 Dibble St. W.

Prescott, Ontario

*Our Mission:*

*To foster an environment of collaborative leadership to grow a safe, inclusive, and resilient community while preserving the unique character of Prescott.*

*Land Acknowledgement:*

*We acknowledge that we are meeting on aboriginal land that has been inhabited by Indigenous peoples.*

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

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Pages

1. Call to Order

2. Approval of Agenda

**RECOMMENDATION**

That the agenda for the Council meeting of January 27, 2025, be approved as presented.

3. Declarations of Interest

4. Presentations

4.1 Community Paramedic Program - Jonathan Sylvester and Kris Fournier

5. Delegations

6. Minutes of the previous Council meetings

6.1 January 13, 2025

26

**RECOMMENDATION**

That the Council minutes dated January 13, 2025, be accepted as presented.

7. Communications & Petitions

7.1 Enabling Opportunity: Ontario's Rural Economic Development Strategy

37

8. Consent Reports

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

**RECOMMENDATION**

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

8.1 Council Information Package (Under Separate Cover)

9. Committee Reports

10. Mayor

11. Outside Boards, Committees and Commissions

12. Staff

12.1 Staff Report 03-2025 - 2025 River Route Update

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**RECOMMENDATION**

That Council direct Staff to renew the River Route Transit Service Partnership Agreement for the period of April 1, 2025, to March 31, 2026; and

That Staff be directed to explore funding options that could support the purchase of a new bus, shelters and expanded hours of service and

return with details for consideration.

12.2	2025 Budget - Transportation and Recreation Services	44
13.	Resolutions	
14.	By-laws	
14.1	Deputy Clerk Appointment	76
	<b>RECOMMENDATION</b> That By-Law 05-2025, being a by-law to authorize the appointment of Chelsea Conklin as Deputy Clerk for the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.	
14.2	Acting Clerk By-Law	77
	<b>RECOMMENDATION</b> That By-Law 06-2025, being a by-law to appoint Matthew Armstrong as Acting Clerk for the Town of Prescott, be read and passed, signed by the Mayor and Clerk and sealed by the seal of the Corporation.	
15.	New Business	
15.1	UCDSB Expanded Sports League for Students Pilot	78
15.2	Proposed Municipal Accountability Act, 2024	79
16.	Notices of Motion	
17.	Mayor's Proclamation	
18.	Period for Media Questions	
19.	Closed Session	
	<b>Recommendation</b> That Council move into Closed Session at ____ p.m. to discuss matters pertaining to:	
19.1	Approval of Closed Session Minutes (January 13, 2025)	
19.2	Identifiable Individual - Board Appointments	
	<ul style="list-style-type: none"><li>Under Section 239(2)(b) under the Municipal Act - personal matters about an identifiable individual, including municipal or local board</li></ul>	

employees; and

### 19.3 Purchase & Sale

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

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

### 20. Rise and Report

### 21. Confirming By-Law – 07-2025

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#### **RECOMMENDATION**

That By-Law 07-2025, being a by-law to confirm the proceedings of the Council meeting held on January 27, 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

### 22. Adjournment

#### **RECOMMENDATION**

That the meeting be adjourned to February 3, 2025. (Time: p.m.)

## Summary of Proposed Changes to the USA

Based on the feedback from shareholders at the Rideau St. Lawrence AGMs, to continue growing both the regulated LDC business and non-regulated affiliated businesses, the board of directors and the executive team have been reviewing the Unanimous Shareholder Agreement. RSL collaborated with shareholder representation (CAOs of the municipal shareholders and Senior Legal Counsel of FortisOntario) to incorporate shareholder input. Below is a summary of the proposed changes to the USA:

1. **Updating Legal Names of Parties.** Certain of the parties have changed their legal name since the USA was first created. We have taken the opportunity to update those names.
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 leave less ambiguity in the body of the USA.
3. **Permitted Business Activities.** We are proposing an update to make more current the 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 off 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, we are proposing granting the directors 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 acquisition is less than ten percent (15%) of the owners total equity.

4. **General Update to Certain More Standard Provisions.** We have updated certain non-substantive provisions to make them current and applicable (notice provisions, auditor, books and records).
5. **Formatting/Clean-up.** Lastly, in doing the updates we also did some basic clean-up to formatting, fixed some typos and removed a few provisions which are no longer applicable.

# AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS' AGREEMENT

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**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. INTERPRETATION**

**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. **Headings.** 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. **Calculation of Time.** 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. **Governing Law.** 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. **Amendment and Restatement.** 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. **Calculation of Shares and Warranties of the Shareholders.** 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. **The Business.** 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. **General Operation.** 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. **Auditor.** 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. **Dividends.** 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 Offeror 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 (15<sup>th</sup>) 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 1T0 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 1X0 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. **Voting Power.** 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. **Arbitration.** 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. **Termination Generally.** 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. **Further Documents**. 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. **Counterparts**. 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. **Successors and Assigns**. 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. **Independent Legal Advice.** 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. **Construction Clause.** 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. **Termination of Prior Agreements.** 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

by: \_\_\_\_\_  
Clerk

**THE CORPORATION OF THE  
MUNICIPALITY OF SOUTH DUNDAS**

by: \_\_\_\_\_  
Mayor

by: \_\_\_\_\_  
Clerk

**THE CORPORATION OF THE  
TOWNSHIP OF  
EDWARDSBURGH/CARDINAL**

by: \_\_\_\_\_  
Mayor

by: \_\_\_\_\_  
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.



## **PRESCOTT TOWN COUNCIL**

### **MINUTES**

**Monday, January 13, 2025**

**6:00 p.m.**

**Council Chambers**

**360 Dibble St. W.**

**Prescott, Ontario**

Present	Mayor Gauri Shankar, Councillor Leanne Burton, Councillor Mary Campbell, Councillor Justin Kirkby, Councillor Ruth Lockett, Councillor Lee McConnell, Councillor Tracey Young
Staff	Matthew Armstrong, CAO/Treasurer, Lindsey Veltkamp, Director of Administration/Clerk, Matt Locke, Director of Operations, Renny Rayner, Fire Chief, Dana Valentyne, Economic Development Officer, Samantha Joudoin-Miller, Manager of Community Services, Kaitlin Mallory, Deputy Clerk
Guests	Susan Leonard Vallom, Walker House Program Director

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#### **1. Call to Order**

Mayor Shankar called the meeting to order at 6:00 p.m. He welcomed guests and the media.

**2. Approval of Agenda**

Motion 01-2025

Moved By Burton

Seconded By Kirkby

That the agenda for the Council meeting of January 13, 2025, be approved as presented.

Carried

**3. Declarations of Interest**

There were no declarations of interest expressed.

**4. Presentations**

There were no presentations.

**5. Delegations**

**5.1 St. Lawrence Academy - Lynda Joannis**

Representatives from St. Lawrence Academy were not in attendance to speak to the delegation.

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

**6.1 December 9, 2024**

Motion 02-2025

Moved By Young

Seconded By Lockett

That the Council minutes dated December 9, 2024, be accepted as presented.

Carried

## **7. Communications & Petitions**

### **7.1 Office of the Associate Minister of Emergency Preparedness and Response Letter re: Emergency Management Modernization Act**

### **7.2 MMAH Letter re: COHB and Homeless Prevention Program**

There was no discussion held on either item.

## **8. Consent Reports**

Motion 03-2025

Moved By Burton

Seconded By Campbell

That all items listed under the Consent Reports section of the agenda be accepted as presented, save and except #4 and #6.

Carried

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

- 1 PCBM Sept. 26, 2024 Meeting Minutes
- 2 UCDSB Dec. 9, 2024 BCI 'RAMbassador Program' Success
- 3 Raisin-South Nation Source Protection Region Dec. 10, 2024  
Source Protection Plan – Public Consultation
- 4 MMAH Dec. 12, 2024 Municipal Accountability Act, 2024
- 5 Elizabethtown-Kitley Dec. 17, 2024 Media Release – Dan Downey  
Appointed as Councillor
- 6 UCDSB Jan. 7, 2025 Media Release – Pilot Expanded Sports  
League
- 7 Elizabethtown-Kitley Dec. 9, 2024 Ontario Rural Road Safety  
Program
- 8 Town of Deep River Dec. 10, 2024 Blue Box Amendment  
Resolution
- 9 Municipality of Kincardine Dec. 11, 2024 Property Taxation  
Implications for Nuclear Generation Facilities
- 10 NOW Caucus Dec.  
11, 2024 Northern Ontario Women's Caucus
- 11 Twp of Puslinch Dec. 13, 2024 TAPMO Pre Budget  
Announcement TAPMO Docs
- 12 Whitchurch-Stouffville Dec. 18, 2024 Redistribution of Land  
Transfer Tax & GST



- 13 Town of Kearney Dec. 19, 2024 ARU & Rural Communities
- 14 City of Markham Dec. 20, 2024 SolvethetheCrisis.ca Campaign
- 15 City of Toronto Dec. 20, 2024 Plasma Free Zone
- 16 City of Woodstock Jan. 8, 2025 Support for Children's Aid Society

Councillor Lockett spoke to Item 4 - MMAH Municipal Accountability Act, and Item 6 - UCDSB Media Release - Pilot Expanded Sports League.

## **9. Committee Reports**

There were no committee reports.

## **10. Mayor**

Mayor Shankar spoke to his attendance at the Royal Canadian Legion's New Year's Levy, a Joint Services Committee meeting last week, and the Mid-Term Council training with Rick O'Connor held on January 11.

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

Councillor Lockett spoke to her attendance at the final meeting of Leeds, Grenville, and Lanark District Health Unit Board of Health in December, and the first meeting of the South East Health Unit on January 1, and the Mid-Term Council training held on January 11.

Councillor McConnell wished everyone a Happy New Year.

Councillor Young provided an Economic Development update and spoke to an upcoming meeting for South Grenville Chamber on January 30, and the availability of Valley Eats delivery service in Prescott.

Councillor Burton spoke to her attendance at a St. Lawrence Shakespeare Festival meeting, and an upcoming Library Board meeting.

Councillor Campbell spoke to her attendance at a Fire Administration meeting held on January 7, and the retirement announcement of Deputy Chief, Robert Gilmour.

Councillor Kirkby provided an Operations update and spoke to the increase in ridership of the River Route transit.

## **12. Staff**

### **12.1 Staff Report 01-2025 - Seniors Community Grant (SCG) Program 2025-2026**

Motion 04-2025

Moved By Burton

Seconded By Campbell

That Council direct Staff to submit an application to the Seniors Community Grant (SCG) Program for up to \$25,000 on behalf of Walker House to offer and deliver theatre and performance-based arts programming.

Carried

Samantha Joudoin-Miller, Manager of Community Services, spoke to the report. She referenced the scope of the grant, the associated deadlines, and the intended and past uses of the Seniors Community Grant at Walker House.

Discussion was held regarding the subsidy of programs to make them accessible.

Susan Leonard Vallom, Walker House Program Director, spoke to the Links2Wellbeing program for covering the cost of participation in situations with potential barriers.

Further discussion was held regarding the grant timelines, current membership requirements at Walker House, and the numbers of participants anticipated at the workshops.

### **12.2 Staff Report 02-2025 - Emergency Management Program Annual Report**

Renny Rayner, Fire Chief, spoke to the report. He spoke to the provincial requirement to have an Emergency Management Committee, the annual compliance report, frequency of meetings, ongoing training, and the annual tabletop exercise with stakeholders.

Discussion was held regarding the provincial Field Officer.

### **12.3 2025 Project Initial List Presentation**

Matthew Armstrong, CAO/Treasurer, spoke to a PowerPoint presentation. A copy of the presentation is held on file. He spoke to the vehicle and equipment fleet, the projects previously approved or in-progress, the non-selected projects, the health and safety projects and new ideas for 2025.

Matt Locke, Director of Operations, spoke to the existing assessment of the current fleet, industry practices for service life, and the 10-year Capital Plan.

Discussion was held regarding contingency for inflation, user-centric format of the report, the current process for selling assets, and utilizing provincial programs for purchasing locally.

Further discussion was held regarding hosting a hazardous waste day, creating a paved path on Sophia Street and Churchill Road, and pedestrian crossings at the railroad tracks.

CAO Armstrong spoke to the ranking of projects and the process for identifying top priorities of members of Council to come back to a future meeting for review.

### **12.4 2025 Administration & Protective Services Budget**

Matthew Armstrong, CAO/Treasurer, spoke to a PowerPoint presentation. A copy of the presentation is held on file. He spoke to the budgetary timelines and the administrative and protective services expenses. He also provided an overview of the budget expenses reviewed to-date, the percentage changes to the budget from 2024, and the Parks and Recreation and Transportation coming to the Council meeting of January 27.

## **13. Resolutions**

### **13.1 Board & Committee Appointments 2025**

Motion 05-2025

Moved By Burton

Seconded By Lockett

That Council approve the following appointments to boards and committees for 2025:

**Committee of Adjustment:**

Laurie Bonsall  
Jim Hutton  
Daniel Slunder  
Craig Worden  
Luis Zelayeta

**Planning Advisory Committee:**

Leanne Burton (Council Rep.)  
James Hutchinson (Citizen Member)  
Susan Marjerrison (Citizen Member)  
Mayor Gauri Shankar (Council Rep.)  
Tracey Young (Council Rep.)

**Prescott Cemetery Board of Management:**

Trevor Baril  
Donald Gibson  
Lee McConnell (Council Rep.)  
Elaine McCurdie  
Ray Young

**Prescott Heritage Committee:**

Karen Hume  
Trevor Baril  
Debbie Davis  
Scott Hubbard  
Dan Stashick  
Anthony Vachon  
Tracey Young (Council Rep.)

**Prescott Public Library Board:**

Terry Annas  
Peggy Arcand  
Leanne Burton (Council Rep.)  
Pat Lemaire  
Elaine McCurdie

Anthony Vachon

**Grenville O.P.P Board:**

Mayor Gauri Shankar (Council Rep.)

Rob Samojllo (Municipal Appointee)

**Walker House:**

Tracey Young (Council Rep.)

Sharon Flood

Pat Marshall

Maria McKibbin

Irene Mueller

Jo Anne Savage

Sharon Stein

Sue Waddell

Tom VanDusen

Carried

**14. By-laws**

**14.1 Interim Tax Levy By-Law**

Motion 06-2025

Moved By Kirkby

Seconded By Young

That By-Law 01-2025, being a by-law to provide for an interim tax levy for 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

#### **14.2 2025 Temporary Borrowing By-Law**

Motion 07-2025

Moved By Burton

Seconded By Kirkby

That By-Law 02-2025, being a by-law to authorize temporary borrowing for the year 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

#### **14.3 By-Law Enforcement Officer Appointments**

Motion 08-2025

Moved By Young

Seconded By Lockett

That By-Law 03-2025, being a by-law to appoint Municipal By-law Enforcement Officers for the Corporation of the Town of Prescott, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

#### **15. New Business**

There was no new business.

#### **16. Notices of Motion**

There were no notices of motion.

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

There were no proclamations.

## **18. Period for Media Questions**

There were no questions from the media.

## **19. Closed Session**

Motion 09-2025

Moved By Kirkby

Seconded By Campbell

That Council move into Closed Session at 7:12 p.m. to discuss matters pertaining to:

19.1 Approval of Closed Session Minutes (December 9, 2024)

19.2 Purchase & Sale

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

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

Carried

Council recessed at 7:12 p.m.

Council resumed in Closed Session at 7:21 p.m.

Motion: 10-2025

Lockett, Campbell.

That Council reconvene in Open Session. (Time: 8:19 p.m.)

Carried

## **20. Rise and Report**

During the Closed Session, Council approved the Closed Session minutes dated December 9, 2024, under Item 19.1, and received information and provided Staff direction under 19.2 Purchase and Sale.

## **21. Confirming By-Law – 04-2025**

Motion 11-2025

Moved By Burton

Seconded By Campbell

That By-Law 04-2025, being a by-law to confirm the proceedings of the Council meeting held on January 13, 2025, be read and passed, signed by the Mayor and Clerk, and sealed by the seal of the Corporation.

Carried

## **22. Adjournment**

Motion 12-2025

Moved By Kirkby

Seconded By McConnell

That the meeting be adjourned to January 27, 2025. (Time: 8:20 p.m.)

Carried

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Mayor

---

Clerk



Ministry of Rural Affairs

Ministère des Affaires rurales

Office of the Minister

Bureau du ministre

777 Bay, 17th Floor  
Toronto, Ontario M7A 2J3  
Tel: 647-329-1485

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 647-329-1485



January 19, 2025

Matthew Armstrong  
CAO/Treasurer  
Town of Prescott  
marmstrong@prescott.ca

Dear Mr. Armstrong:

It is my pleasure to share our government's new plan to support rural economic development, increase and nurture a rural workforce, and strengthen rural communities.

**Enabling Opportunity: Ontario's Rural Economic Development Strategy** is designed to help rural communities leverage new economic opportunities and prepare themselves for growth.

The Strategy focuses on three key pillars:

- **Safe and Strong Rural Communities** – Improving local economic development capacity and championing local leadership, supporting the rehabilitation of municipal and community infrastructure, optimizing rural connectivity, and supporting communities in developing plans for housing and transportation to ensure rural communities are places where people want to live, work and play.
- **Business Development and Attraction**- Supporting rural and Indigenous communities and other economic development partners in strengthening and growing rural business, encouraging entrepreneurship and innovation, attracting investment, revitalizing downtowns and diversifying regional economies.
- **Growing the Rural Workforce** – Helping grow local talent, raising awareness of job opportunities available in rural Ontario, supporting workers in obtaining the skills needed to succeed, and attracting and retaining workers so that rural communities and small towns thrive.

We brought together municipal and Indigenous leaders and rural stakeholders to provide input into the development of the new strategy. We held 13 regional roundtables to hear the thoughts, experiences, ideas, and inspiration of those living and working in rural Ontario and received many online submissions through our website.

By listening to rural residents, we created a Strategy that represents their concerns. My thanks go out to all of those who participated in the consultation process and I look forward to continuing these conversations.

.../2

Our government has a vision for thriving rural communities and believes that a strong and dynamic rural Ontario is essential for the success of the province's economy. As a proud resident of rural Ontario, I am confident in saying the future is bright for rural Ontario, especially when we work together

By working together, we can continue to build strong economies and position rural Ontario as a destination of choice for individuals, families, and businesses.

Sincerely,

A handwritten signature in blue ink that reads "Lisa M. Thompson". The signature is fluid and cursive, with the first name "Lisa" and last name "Thompson" clearly distinguishable.

Lisa M. Thompson  
Minister of Rural Affairs



## STAFF REPORT TO COUNCIL

Report No. 03-2025

**Date:** January 27, 2025

**From:** Matt Locke, Director of Operations  
Matthew Armstrong, Chief Administrative Officer & Treasurer

**Re:** 2025 River Route Update

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### **Recommendation:**

That Council direct Staff to renew the River Route Transit Service Partnership Agreement for the period of April 1, 2025, to March 31, 2026; and

That Staff be directed to explore funding options that could support the purchase of a new bus, shelters and expanded hours of service and return with details for consideration.

### **Background:**

The River Route Transit Service Partnership Agreement between the Township of Augusta, City of Brockville, Township of Edwardsburgh Cardinal, and the Town of Prescott requires a yearly review by the partners to affirm their commitment to renew the agreement. The Term, Renewal, and Termination clauses in the agreement are reproduced below.

#### ***Term***

*The term of this agreement shall run from April 1, 2024, to March 31, 2025, which coincides with the Provincial Gas Tax funding year.*

#### ***Renewal***

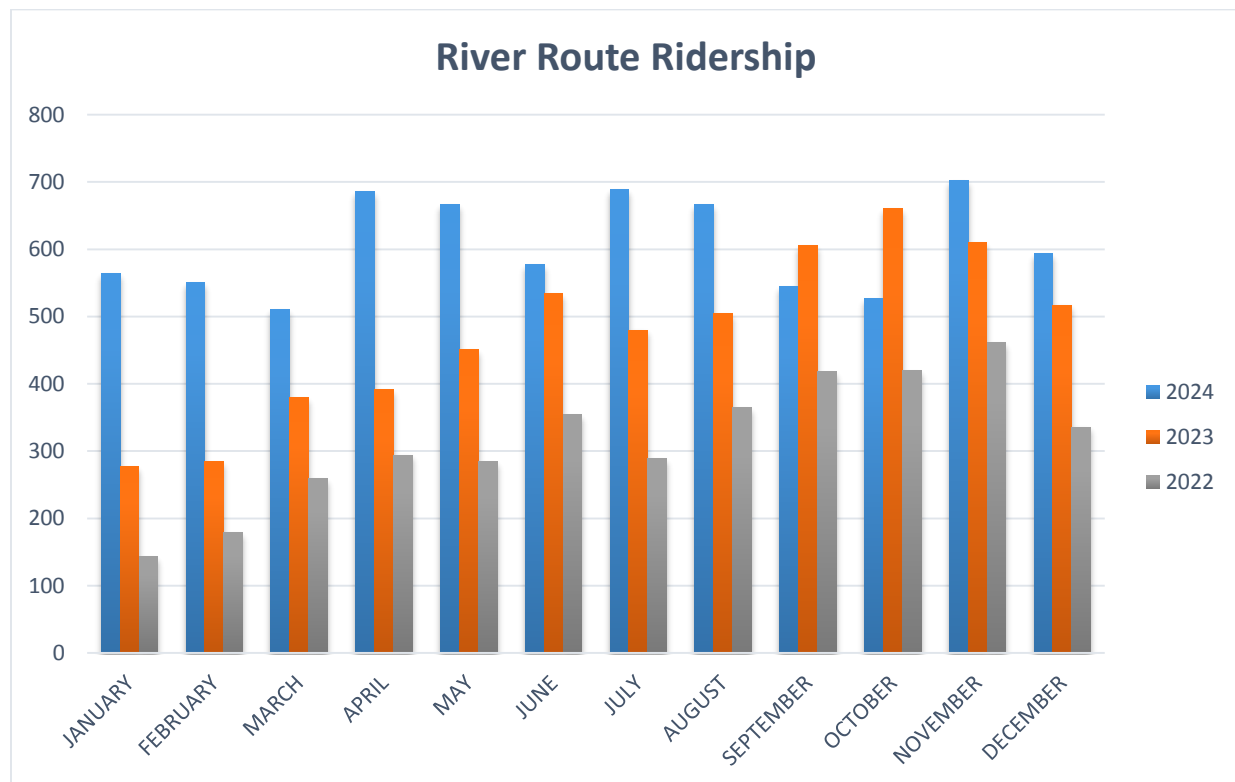
*Each partner shall provide written notice of their intent to renew this agreement for 12 months (April 1st to March 31st) by February 28th of each year.*

#### ***Termination***

*If a partner wishes to terminate their participation in this agreement, they must provide written notice by February 28th for termination on March 31st.*

**Analysis:**

Ridership on the River Route increased 28% in 2024 with a total ridership of 7,277. Total ridership in 2023 and 2022 was 5,694 and 3,805 respectively. The initial ridership target set for the River Route when it began in 2021 was to get to 25 daily riders. The River Route service surpassed this target in 2024 – averaging 29.3 daily riders for the year.



In 2024 the City of Brockville modified their policy to allow Kids 14 and under to ride for free, which was previously for Kids 5 and under. This policy change was also made to the River Route. With the change the number of Kids rides increased to 350, which was previously 94 and 36 in 2023 and 2022. Staff reported an increase in high school students using the River Route to get home after High School extra-curricular activities (e.g. sports practices, club meetings) that extend after school bus hours.

The City of Brockville is in the process of installing Automated Vehicle Location (AVL) devices on all buses, including the River Route. It will allow for recording time and location of riders getting on and off the bus. This data will allow for better route planning and understanding of ridership patterns moving forward.



### **Alternatives:**

Council could decide to not proceed with continuing to support the ongoing operation of the River Route System which would cease operation on March 31, 2025.

### **Financial Implications:**

Each of the three municipalities contributed \$30,000 for the 12-month period which was sufficient to cover the operating costs for 2024. A contribution from each municipality of \$30,000 for 2025 will be sufficient to cover the operating costs. The cost share for each municipality for 2024 is \$4,067 lower than budgeted due to increased ridership revenue and fuel costs being lower than expected. The success of the River Route Transit Service is measured on the concept of continuous improvement in decreasing the cost per ride. Cost per rider will be calculated by taking the total operating expenses of the River Route Transit Service and dividing by the number of rides provided for the applicable period of time. In 2022 the cost per ride was \$43.20. The increase in ridership in 2023 resulted in a decrease in the average cost per ride to \$29.90. A further increase in ridership in 2024 has decreased the estimated cost per ride to \$22.93.

The 2025 Budget has been developed accounting for inflation increases in costs with an overall aim to increase ridership by 5%.

# PRESCOTT

EST 1784  
THE FORT TOWN

	2024 Total	2024 Budget	2025 Budget	2023 Total	2023 Budget	2022 Total
<b>Revenue</b>						
Bus Fares	29,438	25,996	30,910	25,239	20,220	19,258
EOLC Pilot Funding	-	-	-	-	-	-
Provincial Gas Tax (Est.)	71,516	78,086	75,695	72,970	74,271	71,553
Augusta	21,972	26,040	23,339	24,018	26,270	25,382
Edwardsburgh Cardinal	21,972	26,040	23,339	24,018	26,270	25,382
Prescott	21,972	26,040	23,339	24,018	26,270	25,382
<b>Total Revenue</b>	<b>166,870</b>	<b>182,200</b>	<b>176,621</b>	<b>170,262</b>	<b>173,300</b>	<b>166,956</b>
<b>Expenses</b>						
Salaries	110,873	119,900	116,416	115,027	116,400	113,008
Fuel	34,805	42,000	38,285	37,162	40,000	38,090
Maintenance	14,518	18,800	15,244	17,904	15,400	14,660
Tickets, Signs, Prog	6,675	1,500	6,675	170	1,500	1,197
<b>Total Expenses</b>	<b>166,870</b>	<b>182,200</b>	<b>176,621</b>	<b>170,262</b>	<b>173,300</b>	<b>166,956</b>
<b>Ridership</b>						
Total Rides	7,277	4,058	7,641	5,694	4,058	3,865
Operating Days	248	252	250	249	252	252
Rides per Day	29.34	16.10	30.56	22.87	16.10	15.34
<b>Continuous Improvement Measurement</b>						
Cost per Ride	22.93	44.90	23.12	29.90	42.71	43.20

The use of a spare bus from the City of Brockville made it possible to get the River Route Transit Service off the ground. The City of Brockville typically replaces buses on a 6-year lifecycle. The River Route has been using a bus slated for replacement for a 7<sup>th</sup> year when it would typically be disposed. 2025 is the final year that Brockville will have a bus available to extend one additional year, with no replacements scheduled for two years after 2025. The Federal government has a Rural Transit Solutions Fund grant program targeting transit service servicing populations smaller than 50,000. The grant will cover up to 80% of the cost of buses and shelters. It is recommended that Council direct Staff to apply for Rural Transit Solution Fund funding to fund a dedicated bus for the River Route service. Staff are proposing a 2025 project with a cost of \$30,000 to cover the Prescott share of a new bus purchase if the grant application is successful.

The Ontario Transit Infrastructure Fund is a provincial grant used to support the start-up and growth of transit projects. Projects must expand service to unserved areas or close a demonstrable transit gap to be eligible. It is recommended that Council direct Staff to explore this funding option for expanding hours of service and/or route locations and return with details for consideration.



**Environmental Implications:**

None

**Attachments:**

None

*Submitted by:*

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Matt Locke  
Director of Operations

*Submitted by:*

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Matthew Armstrong  
Chief Administrative Officer & Treasurer

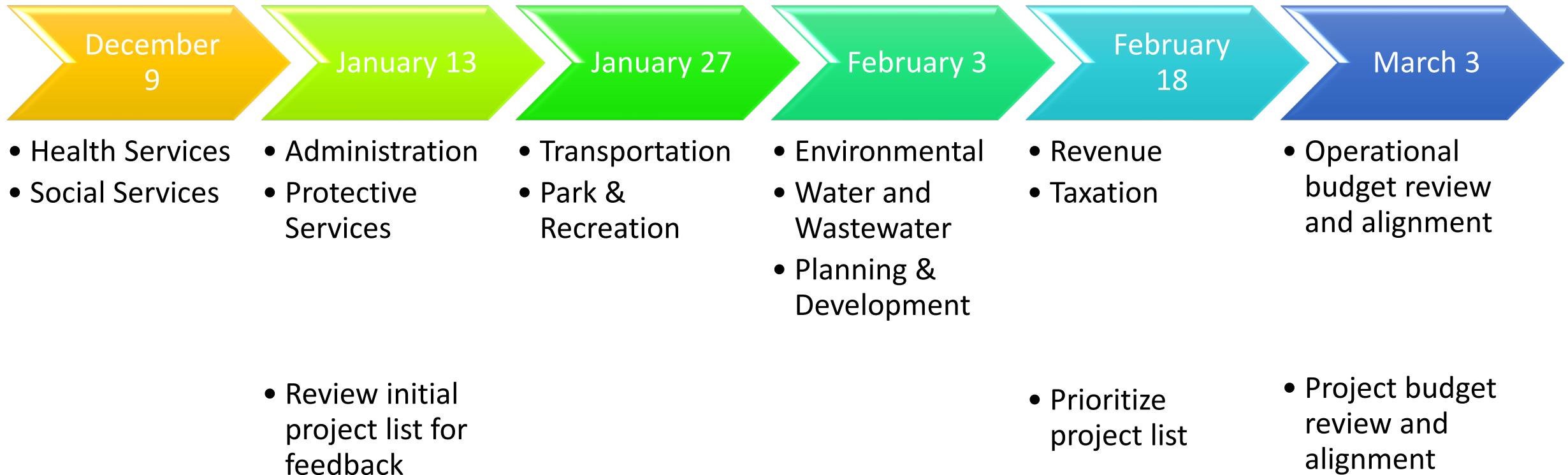


2025 Budget  
Transportation and Recreation Services  
January 27, 2025



- Timelines
- Transportation Services
- Recreation Services

# Timelines



# Transportation Services Expenses

- Operations
- Roads - Paved
- Bridges and Culverts
- Roads – Traffic
- Sidewalks
- Roads – Winter
- Sidewalks – Winter
- Parking Lots
- Street Lighting
- River Route

# Transportation Services Expenses

	2024 Budget	2024 Projection	2025 Budget	Budget to Budget Higher / (Lower)	Notes	Transfer to Reserves
<b>Operations</b>	910,263	898,169	955,096	44,833		-
<b>Roads - Paved</b>	542,763	552,051	520,443	(22,320)	Decrease in OCIF funding	-
<b>Bridges</b>	-	-	16,465	16,465	Bi-annual inspection & insurance	-
<b>Roads - Traffic</b>	517,728	545,468	546,909	29,181		103,105
<b>Sidewalks</b>	74,000	42,500	74,000	-		12,500
<b>Roads - Winter</b>	138,400	105,754	146,750	8,350		-
<b>Sidewalks - Winter</b>	21,000	38,937	37,398	16,398	Sidewalk plow debt repayment 5 years instead of 7	-
<b>Parking Lots</b>	1,900	1,496	1,700	(200)		-
<b>Street Lighting</b>	163,498	148,000	153,300	5,300		-
<b>River Route</b>	185,991	185,991	195,219	9,228	Offset by additional revenue	-
<b>Total</b>	<b>2,540,045</b>	<b>2,533,863</b>	<b>2,647,352</b>	<b>107,307</b>		<b>115,605</b>

# Recreation Services Expenses

- Recreation - Culture
- Parks
- Recreation - Programs
- Walker House
- Marina
- Pool
- Library
- Leo Boivin Community Centre
- Seymour Recreation Complex
- Museum

# Recreational Services Expenses

	2024 Budget	2024 Projection	2025 Budget	Budget to Budget Higher / (Lower)	Notes	Transfer to Reserves
<b>Rec - Culture</b>	274,019	277,489	308,587	34,568	Increases Cemetery \$6k, Comm. Grants \$7k, Library \$19k	25,000
<b>Parks</b>	563,820	546,564	603,034	39,214		24,200
<b>Rec - Programs</b>	209,814	194,608	216,077	6,263		-
<b>Walker House</b>	114,374	114,127	133,192	18,818	Special Grant Revenue \$14,000	1,750
<b>Marina</b>	370,667	356,924	367,611	(3,056)	Breakeven with transfer to reserve	79,435
<b>Pool</b>	82,805	83,001	87,745	4,940		2,100
<b>LBCC</b>	60,593	63,220	63,615	3,022		-
<b>SRC-ACCC</b>	858,453	953,131	987,999	129,546	Offset additional \$125k revenue	300,000
<b>Library</b>	197,645	214,258	213,908	16,263		-
<b>Museum</b>	63,539	60,366	66,915	3,376		-
<b>Total</b>	<b>2,795,729</b>	<b>2,864,063</b>	<b>3,048,683</b>	<b>252,954</b>	<b>Offset \$139k additional revenue</b>	<b>432,485</b>

# Budget Expenses Reviewed to Date

	2024 Budget	2024 Projection	2024 Budget	Budget to Budget Higher / (Lower)	Notes	Transfer to Reserves
Health	415,623	418,756	460,186	44,563		-
Social	961,959	964,237	996,203	34,244		5,132
Administrative	1,599,453	1,596,498	1,685,142	85,689		456,202
Protective	2,313,708	2,283,392	2,445,207	131,499		30,000
Transportation	2,540,045	2,533,863	2,647,352	107,307		115,605
Recreation	2,795,729	2,864,063	3,048,683	252,954	Offset \$139k additional revenue	432,485
<b>Total</b>	<b>10,626,517</b>	<b>10,667,497</b>	<b>11,282,773</b>	<b>656,256</b>		<b>1,039,424</b>
<b>% Change</b>				<b>+6.18%</b>		

- Expenses Budgets
  - Environmental
  - Water and Wastewater
  - Planning & Development



## Budget Worksheet Operations

Fund 00  
Dept 300

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

### Expenses

Salaries & Benefits	734,678	738,785	(4,108)	886,542	881,613	925,246	43,633	
Travel Mileage	417	1,309	(893)	1,390	500	1,500	1,000	
Training Accommodation	-	179	(179)	179	-	-	-	
Training Meals	-	45	(45)	45	-	-	-	
Training Fees	13,250	60	13,190	60	15,900	15,900	-	
Membership Fees	1,500	870	630	570	1,800	2,900	1,100	From 313
Meeting expenses	208	-	208	-	250	250	-	
Office Supplies	167	190	(24)	190	200	200	-	
Supplies Other	542	170	372	170	650	650	-	
Computer	-	-	-	11	-	-	-	
Computer Licenses	500	-	500	-	600	600	-	
Advertising Recruitment	208	2,499	(2,291)	2,499	250	250	-	
Maintenance Supplies	417	1,198	(781)	1,198	500	500	-	
Telephone Service	1,417	1,727	(311)	2,002	1,700	2,000	300	
Cellular Services	1,750	1,991	(241)	1,991	2,100	2,100	-	
Data Communications	2,083	463	1,620	556	2,500	1,000	(1,500)	
Clothing / Uniform	1,417	467	950	467	1,700	1,700	-	
Security Services	-	299	(299)	299	-	300	300	
<b>Total</b>	<b>758,553</b>	<b>750,252</b>	<b>8,300</b>	<b>898,169</b>	<b>910,263</b>	<b>955,096</b>	<b>44,833</b>	



**Budget Worksheet**  
**Roads - Paved**

Fund            00  
Dept           311

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
		B (W)	Projection	Budget	Budget		
3,333	7,259	(3,925)	7,259	4,000	7,500	3,500	
35,000	-	35,000	48,029	42,000	40,000	(2,000)	Rout & sealing / Line Pa
413,969	108,051	305,918	496,763	496,763	472,943	(23,820)	Paving
452,303	115,309	336,993	552,051	542,763	520,443	(22,320)	



**Budget Worksheet  
Bridges & Culverts**

Fund 00  
Dept 312

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
		B (W)	Projection	Budget	Budget		

**Expenses**

Insurance - New					13,965	13,965	New Bridge Insurance
Inspections	-	-	-	-	2,500	2,500	Bi-annual Inspection
<b>Total</b>	-	-	-	-	<b>16,465</b>	<b>16,465</b>	2025



## Budget Worksheet Roads - Traffic

Fund 00  
Dept 313

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	
35,978	39,787	(3,810)	42,745	43,173	45,872	2,699	Crossing Guards
1,667	5,319	(3,653)	5,319	2,000	2,000	-	
-	40	(40)	40	-	-	-	
-	62	(62)	62	-	-	-	
833	-	833	-	1,000	-	(1,000)	Move to 300
83	110	(27)	110	100	-	(100)	Move to 300
3,333	1,289	2,044	1,249	4,000	4,000	-	
20,429	20,429	(0)	24,515	24,515	25,735	1,220	Renewal +5%
833	40	793	60	1,000	1,000	-	
-	-	-	30	-	-	-	
1,667	2,165	(499)	2,489	2,000	2,000	-	
208	-	208	-	250	-	(250)	
1,500	1,045	455	1,045	1,800	1,800	-	
7,917	5,184	2,733	9,313	9,500	9,500	-	
8,333	14,906	(6,572)	15,405	10,000	15,000	5,000	
667	-	667	-	800	-	(800)	
4,167	787	3,380	787	5,000	5,000	-	
833	428	405	428	1,000	500	(500)	
13,500	14,415	(915)	17,306	16,200	18,200	2,000	Assumes 5% increase
6,250	5,512	738	7,166	7,500	7,500	-	Assumes 5% increase
417	370	46	439	500	500	-	Assumes 5% increase
2,000	2,182	(182)	2,182	2,400	2,200	(200)	
4,583	8,854	(4,271)	8,854	5,500	8,500	3,000	
2,083	6,468	(4,385)	7,762	2,500	8,500	6,000	
5,092	5,092	(0)	6,110	6,110	7,235	1,125	Renewal +5%
1,667	933	734	1,120	2,000	2,000	-	

**Budget Worksheet**  
**Roads - Traffic**

Fund 00  
Dept 313

2025 Budget

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	
Vehicle Fuel	41,667	42,583	(916)	51,725	50,000	54,300	4,300	Assumes 5% increase
Tools	4,167	2,793	1,373	3,179	5,000	5,000	-	
Vehicle Parts	13,333	26,128	(12,795)	28,119	16,000	16,000	-	
Repairs	36,250	24,860	11,390	45,297	43,500	43,500	-	
Vehicle Licensing	417	367	49	367	500	500	-	
Vehicle Insurance	7,292	7,292	(0)	8,750	8,750	9,225	475	Renewal +5%
Roads & Signs	8,333	17,016	(8,683)	19,850	10,000	10,000	-	
Uniforms	7,083	9,548	(2,465)	9,548	8,500	10,800	2,300	
Contracted Services	16,667	8,558	8,108	18,208	20,000	20,000	-	
Security Services	417	224	193	224	500	500	-	
Maintenance Contract	16,167	10,429	5,738	10,747	19,400	19,400	-	CN Crossings
Waste Collection	3,333	5,398	(2,065)	5,398	4,000	7,700	3,700	
Rental Equipment	28,458	35,764	(7,305)	40,728	34,150	16,795	(17,355)	Moved below
Debenture Payments	52,358	31,521	20,837	63,042	62,830	63,042	212	
Transfer to Reserves	71,458	71,458	0	85,750	85,750	103,105	17,355	From above
<b>Total</b>	<b>431,440</b>	<b>429,358</b>	<b>2,082</b>	<b>545,468</b>	<b>517,728</b>	<b>546,909</b>	<b>29,181</b>	



Budget Worksheet  
Roadside

Fund 00  
Dept 314  
2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
		B (W)	Projection	Budget	Budget		

Expenses

Contracted Services	8,750	-	8,750	-	10,500	10,500	-
Maintenance Contract	42,500	-	42,500	30,000	51,000	51,000	-
Transfer to Reserve	10,417	10,417	(0)	12,500	12,500	12,500	-
Total	61,667	10,417	51,250	42,500	74,000	74,000	-



**Budget Worksheet**  
**Winter Roads**

Fund            00  
Dept            321

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
		B (W)	Projection	Budget	Budget		
Expenses							
Sand	8,333	-	8,333	-	10,000	10,000	-
Salt	45,833	67,979	(22,146)	67,979	55,000	65,000	10,000
Snow Removal	35,000	7,617	27,383	7,617	42,000	42,000	-
Debt Payment	26,167	19,659	6,507	30,158	31,400	29,750	(1,650) For Snow Plow Debt
<b>Total</b>	<b>115,333</b>	<b>95,255</b>	<b>20,078</b>	<b>105,754</b>	<b>138,400</b>	<b>146,750</b>	<b>8,350</b>



Budget Worksheet

Winter Control Sidewalk

Fund

Dept

00

322

2025 Budget

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2024	2024	2025	(Lower)	
	B (W)			Projection	Budget	Budget		
Expenses								
Debt Payment	17,500	15,131	2,369	38,937	21,000	37,398	16,398	Sidewalk Plow Debt
Total	17,500	15,131	2,369	38,937	21,000	37,398	16,398	





Budget Worksheet  
Parking Lots

Fund            00  
Dept            340

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
B (W)			Projection	Budget	Budget		
417	357	59	358	500	500	-	
1,167	1,037	130	1,138	1,400	1,200	(200)	Increase EV Chargers
1,583	1,394	189	1,496	1,900	1,700	(200)	



**Budget Worksheet**  
**Street Lighting**

Fund            00  
Dept            350

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

**Expenses**

Hydro	53,333	53,295	38	65,946	64,000	69,300	5,300	Assume 5% increase
Maintenance Contract	28,333	47,551	(19,218)	47,551	34,000	34,000	-	
Debenture Payment	41,667	-	41,667	50,000	50,000	50,000	-	
<b>Total</b>	<b>123,333</b>	<b>100,847</b>	<b>22,487</b>	<b>163,498</b>	<b>148,000</b>	<b>153,300</b>	<b>5,300</b>	



Budget Worksheet  
River Route

Fund 00  
Dept 750

2025 Budget

Account	Year-to-Date			Total	Total	Total	Higher / (Lower)	Notes
	Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget		

Expenses

Contracted Services	0000-3129	154,993	22	154,970	185,991	185,991	195,291	9,300	Assumes 5% increase
Total		154,993	22	154,970	185,991	185,991	195,291	9,300	



**Budget Worksheet  
Recreation - Culture**

Fund 00  
Dept 700

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

**Expenses**

Grants to Others	207,516	206,195	1,321	252,281	249,019	283,587	34,568	Cemetery \$20,000
Promotional Materials	-	208	(208)	208	-	-	-	Community Grants \$64,680
Grants to Others	-	-	-	-	-	-	-	Library \$198,907
Transfer to Reserves	20,833	20,833	0	25,000	25,000	25,000	-	
<b>Total</b>	<b>228,349</b>	<b>227,236</b>	<b>1,113</b>	<b>277,489</b>	<b>274,019</b>	<b>308,587</b>	<b>34,568</b>	

## Budget Worksheet Parks

Fund 00  
Dept 710

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

### Expenses

Salaries & Benefits	273,013	256,508	16,504	307,810	327,615	348,529	20,914	
Travel, Training, Conference	6,667	5,349	1,317	5,349	8,000	8,000	-	
Health & Safety Supplies	1,250	-	1,250	-	1,500	1,500	-	
Liability Insurance	5,954	5,954	(0)	7,145	7,145	7,500	355	Renewal +5%
Office Supplies	83	-	83	18	100	-	(100)	
Supplies Other	125	-	125	-	150	-	(150)	
Other	2,083	2,250	(167)	2,250	2,500	2,500	-	
Office Equipment	208	-	208	-	250	-	(250)	
Equipment Maintenance	2,083	7,868	(5,784)	7,868	2,500	9,500	7,000	
Advertising	83	-	83	-	100	-	(100)	
Promotional Materials	83	-	83	-	100	-	(100)	
Maintenance Supplies	8,750	7,669	1,081	7,669	10,500	10,500	-	
Maintenance Contract	-	2,160	(2,160)	2,160	-	-	-	
Landscaping	20,833	22,307	(1,473)	22,307	25,000	25,000	-	
Building Repairs	1,250	3,030	(1,780)	1,774	1,500	1,500	-	
Hydro	6,375	5,640	735	6,978	7,650	7,350	(300)	Assumes 5% increase
Water	5,833	9,660	(3,826)	10,103	7,000	10,500	3,500	Assumes 5% increase
Sewer	2,917	9,886	(6,970)	10,367	3,500	10,800	7,300	Assumes 5% increase
Cellular Services	4,500	3,231	1,269	3,231	5,400	3,750	(1,650)	
Data Communications	750	1,366	(616)	1,366	900	1,400	500	
Insurance	2,817	2,817	(0)	3,380	3,380	4,835	1,455	Renewal +5%
Tools	2,083	575	1,508	848	2,500	2,500	-	
Vehicle Parts	8,333	102	8,231	102	10,000	-	(10,000)	
Equipment Supplies	1,250	193	1,057	193	1,500	1,500	-	
Vehicle Repairs	5,833	-	5,833	-	7,000	-	(7,000)	
Vehicle Insurance	2,358	2,358	0	2,830	2,830	3,370	540	Renewal +5%
Uniforms / Clothing	417	2,233	(1,816)	2,233	500	4,800	4,300	



Budget Worksheet  
Parks

Fund 00  
Dept 710 2025 Budget

	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance	2024	2024	2025	(Lower)	
			B (W)	Projection	Budget	Budget		
Contracted Services	5,000	33,325	(28,325)	33,483	6,000	20,000	14,000	Tree Trimming
Rental Equipment	3,750	-	3,750	1,900	4,500	2,500	(2,000)	
Fireworks	7,500	-	7,500	-	9,000	10,000	1,000	Fireworks
Transfer to Reserves	20,167	20,167	(0)	24,200	24,200	24,200	-	
Debenture Payment	67,500	40,180	27,320	81,000	81,000	81,000	-	Riverwalk Park
Total	469,850	444,827	25,023	546,564	563,820	603,034	39,214	



# **Budget Worksheet** **Recreation - Programs**

Fund 00  
Dept 720

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

## **Expenses**

Salaries & Benefits	133,803	140,405	(6,601)	168,486	160,564	165,327	4,763	
Training Fees	1,250	622	629	622	1,500	1,500	-	
Conference Fees	833	-	833	-	1,000	1,000	-	
Memberships	1,000	1,367	(367)	1,456	1,200	1,500	300	
Office Supplies	-	149	(149)	149	-	150	150	
Printing Costs	1,667	-	1,667	-	2,000	2,000	-	
Materials and Equipment	27,083	6,648	20,435	7,831	32,500	29,000	(3,500)	Will be broken down
Advertising, Copyrights	1,000	24	976	24	1,200	1,200	-	
Promotional Materials	1,750	457	1,293	473	2,100	2,100	-	
Recreation Programming	4,500	4,458	42	6,232	5,400	-	(5,400)	
Community Cleanup	-	2,116	(2,116)	2,116	-	1,000	1,000	
Canada Day	-	602	(602)	602	-	1,000	1,000	
Pumpkin Parade	-	757	(757)	968	-	1,000	1,000	
Christmas Parade	-	120	(120)	828	-	1,000	1,000	
Family Day	-	928	(928)	928	-	1,000	1,000	
Tree Lighting	-	-	-	-	-	1,000	1,000	
Fitness Programming	-	-	-	-	-	1,000	1,000	
Arts Programming	-	273	(273)	273	-	1,000	1,000	
Youth Programming	-	41	(41)	277	-	1,000	1,000	
Cellular	583	677	(94)	812	700	800	100	
Clothing	125	-	125	-	150	-	(150)	
Contracted Services	-	525	(525)	525	-	500	500	
Credit Card Fees	1,250	1,713	(463)	2,005	1,500	2,000	500	
<b>Total</b>	<b>174,845</b>	<b>161,882</b>	<b>12,963</b>	<b>194,608</b>	<b>209,814</b>	<b>216,077</b>	<b>6,263</b>	

# Budget Worksheet Walker House

Fund 00  
Dept 622

2025 Budget

Account	Year-to-Date			Total	Total	Total	Higher /	Notes
	Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

## Expenses

Salaries & Benefits	0000	67,745	70,660	(2,915)	84,792	81,294	84,722	3,428	
Mileage	0000-3000	125	109	16	749	150	1,250	1,100	
Training Mileage	0000-3010	-	-	-	8	-	-	-	
Training Accommodation	0000-3011	-	-	-	426	-	-	-	
Meals	0000-3013	-	-	-	64	-	-	-	
Training Fees	0000-3020	208	650	(442)	650	250	750	500	
Conferences	0000-3022	417	-	417	-	500	-	(500)	
Health & Safety Supplies	0000-3040	83	122	(39)	122	100	100	-	
Insurance	0000-3090	1,104	1,104	(0)	1,325	1,325	1,390	65	Renewal +5%
Other	0000-3129	13,750	88	13,662	12,088	16,500	5,500	(11,000)	Programming
Special Grant	0000-3129	-	88	(88)	-	-	25,000	25,000	SCG Grant Expenses
Janitorial Supplies	0000-3200	333	28	305	95	400	400	-	
Maintenance Supplies	0000-3201	333	380	(46)	380	400	400	-	
Repairs	0000-3217	833	264	570	264	1,000	1,000	-	
Hydro	0000-3220	2,167	1,879	287	2,183	2,600	2,300	(300)	Assumes 5% increase
Heat	0000-3221	1,667	1,582	84	2,030	2,000	2,150	150	Assumes 5% increase
Water	0000-3222	333	300	33	361	400	400	-	Assumes 4% increase
Sewer	0000-3223	542	513	29	620	650	650	-	Assumes 4% increase
Cellular Services	0000-3231	583	1,890	(1,307)	2,269	700	800	100	
Data Communications	0000-3232	1,417	1,068	349	1,282	1,700	1,500	(200)	
Building & Content Insurance	0100-3290	1,213	1,213	-	1,455	1,455	1,630	175	Renewal +5%
Contracted Services	0000-4001	417	-	417	-	500	-	(500)	
Security Services	0000-4040	583	1,215	(632)	1,215	700	1,500	800	
Transfer to Reserves	0000-8000	1,458	1,458	0	1,750	1,750	1,750	-	
<b>Total</b>		<b>95,312</b>	<b>84,611</b>	<b>10,700</b>	<b>114,127</b>	<b>114,374</b>	<b>133,192</b>	<b>18,818</b>	





# Budget Worksheet Marina

Fund 00  
Dept 731

2025 Budget

Year-to-Date			Total	Total	Total	Notes	
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget		
84,039	76,448	7,592	91,737	100,847	88,541	(12,306)	
-	10	(10)	10	-	-	-	
417	362	55	362	500	500	-	
-	188	(188)	721	-	750	750	
625	660	(35)	660	750	750	-	
500	181	319	181	600	600	-	
11,117	11,117	(0)	13,340	13,340	14,000	660	Renewal +5%
667	515	152	515	800	800	-	
83	94	(10)	94	100	100	-	
1,000	730	270	730	1,200	1,200	-	
42	9	32	9	50	-	(50)	
583	-	583	-	700	700	-	
-	129	(129)	129	-	400	400	
83	-	83	-	100	-	(100)	
208	-	208	-	250	-	(250)	
42	37	4	37	50	50	-	
2,500	2,258	242	2,258	3,000	3,000	-	
2,500	4,083	(1,583)	4,083	3,000	3,000	-	
4,167	277	3,890	277	5,000	5,000	-	
-	297	(297)	297	-	-	-	
13,333	13,916	(583)	15,209	16,000	16,000	-	Assume 5% increase
3,333	758	2,575	3,827	4,000	4,000	-	
3,333	988	2,345	4,103	4,000	4,000	-	
833	810	24	972	1,000	1,000	-	
542	747	(205)	896	650	900	250	
1,417	1,475	(58)	1,770	1,700	1,800	100	
1,704	1,704	(0)	2,045	2,045	3,735	1,690	Renewal +5%
417	59	358	59	500	500	-	



# **Budget Worksheet** **Marina**

Fund 00  
Dept 731

2025 Budget

	Year-to-Date			Total	Total	Total	Notes
	Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	
Signs & Boards	417	26	390	26	500	500	-
Gas	74,167	94,310	(20,143)	94,310	89,000	94,300	5,300
Diesel	15,833	18,586	(2,753)	18,586	19,000	18,600	(400)
Ice	1,500	-	1,500	-	1,800	-	(1,800)
Ice Cream	1,917	749	1,168	749	2,300	2,300	-
Uniforms	-	620	(620)	620	-	750	750
Contracted Services	4,167	8,877	(4,710)	3,782	5,000	5,000	-
Security Services	208	-	208	-	250	-	(250)
Waste Collection	1,667	3,273	(1,606)	3,273	2,000	3,400	1,400
Credit Card Charges	9,333	11,162	(1,829)	11,822	11,200	12,000	800
Transfer to Reserves	66,196	66,196	0	79,435	79,435	79,435	-
<b>Total</b>	<b>308,889</b>	<b>321,650</b>	<b>(12,760)</b>	<b>356,924</b>	<b>370,667</b>	<b>367,611</b>	<b>(3,056)</b>



# Budget Worksheet Pool

Fund 00  
Dept 735

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

## Expenses

Membership Fees	271	-	271	-	325	-	(325)	
Supplies Other	42	81	(40)	81	50	100	50	
Office Equipment	146	-	146	-	175	-	(175)	
Health and Safety Supplies	417	126	290	126	500	500	-	
Maintenance Supplies	1,042	1,009	33	1,009	1,250	1,250	-	
Repairs	333	759	(426)	759	400	1,000	600	
Hydro	2,500	2,790	(290)	2,899	3,000	3,050	50	Assume 5% increase
Heat	1,833	2,360	(527)	2,620	2,200	2,750	550	Assume 5% increase
Water	292	272	20	326	350	350	-	Assumes 4% increase
Sewer	500	484	16	584	600	600	-	Assumes 4% increase
Data Communications	1,417	1,782	(366)	2,139	1,700	2,200	500	
Building & Contents Insurance	1,129	1,129	(0)	1,355	1,355	1,445	90	Renewal +5%
Pool - Chemicals	3,167	3,838	(671)	3,838	3,800	3,900	100	
Contracted Services	54,167	65,166	(10,999)	65,166	65,000	68,500	3,500	
Transfer to Reserves	1,750	1,750	-	2,100	2,100	2,100	-	
<b>Total</b>	<b>69,004</b>	<b>81,547</b>	<b>(12,542)</b>	<b>83,001</b>	<b>82,805</b>	<b>87,745</b>	<b>4,940</b>	



# Budget Worksheet

Leo Boivin Community Cen

Fund

00

2025 Budget

Dept

736

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance	2024	2024	2025	(Lower)	
		B (W)	Projection	Budget	Budget		

## Expenses

Health & Safety Supplies	292	-	292	-	350	-	(350)	
Liability Insurance	11,603	11,603	-	13,923	13,923	14,535	612	Renewal +5%
Office Supplies	-	128	(128)	179	-	-	-	
Other	1,167	14	1,152	47	1,400	1,400	-	
Janitorial Supplies	2,250	2,327	(77)	2,327	2,700	2,700	-	
Maintenance Supplies	2,250	2,855	(605)	2,855	2,700	2,700	-	
Maintenance Contracts	917	171	746	171	1,100	1,100	-	
Repairs	1,667	-	1,667	-	2,000	2,000	-	
Hydro	9,583	9,073	510	10,985	11,500	11,500	-	Assumes 5% increase
Heat	6,333	4,538	1,796	5,527	7,600	5,800	(1,800)	Assumes 5% increase
Water	792	1,024	(232)	1,230	950	1,300	350	Assumed 4% increase
Sewer	1,000	1,248	(248)	1,507	1,200	1,600	400	Assumed 4% increase
Telephone	-	7	(7)	7	-	-	-	
Data Communications	2,000	1,796	204	2,155	2,400	2,200	(200)	
Building & Contents Insurance	9,892	9,892	(0)	11,870	11,870	13,280	1,410	Renewal +5%
Parts	208	-	208	-	250	-	(250)	
Consulting Services	-	977	(977)	977	-	1,000	1,000	
Security	417	5,390	(4,974)	7,992	500	1,000	500	
Waste Disposal	125	1,469	(1,344)	1,469	150	1,500	1,350	
<b>Total</b>	<b>50,494</b>	<b>52,510</b>	<b>(2,016)</b>	<b>63,220</b>	<b>60,593</b>	<b>63,615</b>	<b>3,022</b>	



# Budget Worksheet Seymour Recreation Comp

Fund 00  
Dept 737

2025 Budget

Account	Year-to-Date			Total 2024 Projection	Total 2024 Budget	Total 2025 Budget	Higher / (Lower)	Notes
	Budget	Actual	Variance B (W)					

## Expenses

Salaries & Benefits	0000	249,979	250,913	(934)	301,096	299,975	341,759	41,784	
Mileage	0000-3000	-	-	-	-	-	-	-	
Health & Safety Supplies	0000-3040	-	1,012	-	1,012	-	1,000	1,000	
Liability Insurance	0000-3090	9,507	9,507	-	11,408	11,408	11,975	567	Renewal +5%
Office Supplies	0000-3100	417	316	100	316	500	500	-	
Office Supplies	0000-3101	-	183	(183)	183	-	-	-	
Other Expenses	0000-3129	2,083	13,658	(11,575)	9,177	2,500	10,000	7,500	
Other Expenses	0000-3130	-	269	(269)	269	-	-	-	
Equipment Maintenance	0000-3134	1,667	26,360	(24,693)	26,595	2,000	15,000	13,000	
Advertising	0000-3150	-	192	(192)	192	-	-	-	
Canteen Supplies	0000-3156	25,000	34,800	(9,800)	46,013	30,000	45,000	15,000	
Janitorial Supplies	0000-3200	-	1,368	(1,368)	1,378	-	1,500	1,500	
Maintenance Supplies	0000-3201	4,167	11,694	(7,527)	11,694	5,000	10,000	5,000	
Hydro	0000-3220	100,000	91,618	8,382	116,365	120,000	122,200	2,200	Assumes 5% increase
Heat	0000-3221	23,333	30,831	(7,498)	37,603	28,000	39,500	11,500	Assumes 5% increase
Water	0000-3222	2,500	6,007	(3,507)	6,289	3,000	6,600	3,600	Assumes 4% increase
Sewer	0000-3223	2,917	6,250	(3,334)	6,590	3,500	6,900	3,400	
Telephone Services	0000-3230	-	1,363	(1,363)	1,363	-	-	-	One time
Cellular Services	0000-3231	-	2,259	(2,259)	2,259	-	-	-	One time
Data Communications	0000-3232	10,000	10,054	(54)	12,065	12,000	12,000	-	
Fuel	0000-3301	2,333	7,555	(5,221)	9,416	2,800	9,500	6,700	Zamboni Propane Fuel
Tools	0000-3320	417	746	(329)	746	500	500	-	
Building Insurance	0100-3290	28,975	28,975	-	34,770	34,770	38,765	3,995	
Pipe Fittings	0000-3500	-	62	(62)	62	-	-	-	
Uniforms/Clothing	0000-3630	833	-	833	-	1,000	-	(1,000)	
Security Services	0000-4040	-	5,535	(5,535)	5,535	-	5,500	5,500	
Waste Services	0000-4340	-	6,227	(6,227)	6,942	-	6,000	6,000	
Credit Card Charges	0000-5811	1,250	3,157	(1,907)	3,793	1,500	3,800	2,300	
Transfer to Reserve	0000-8000	250,000	250,000	-	300,000	300,000	300,000	-	
<b>Total</b>		<b>715,378</b>	<b>800,912</b>	<b>(84,523)</b>	<b>953,131</b>	<b>858,453</b>	<b>987,999</b>	<b>129,546</b>	



# Budget Worksheet Library

Fund 00  
Dept 740

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

## Expenses

Salaries & Benefits	125,000	142,625	(17,625)	171,150	150,000	165,000	15,000
Training Fees	917	-	917	-	1,100	1,100	-
Membership Fees	63	279	(217)	335	75	80	5
Meeting Expenses	2,083	-	2,083	-	2,500	2,675	175
Health & Safety Supplies	42	69	(27)	83	50	53	3
Office Supplies	833	3,334	(2,501)	4,001	1,000	5,025	4,025
Special Project	5,000	7,401	(2,401)	8,881	6,000	-	(6,000)
Postage	1,333	870	463	1,044	1,600	1,680	80
Books	12,500	12,974	(474)	15,569	15,000	15,750	750
Subscriptions	517	176	340	212	620	650	30
SOLS Pools	458	-	458	-	550	525	(25)
Other	1,250	2,248	(998)	2,698	1,500	2,100	600
Office Equipment	-	-	-	-	-	525	525
Photocopier Maintenance	1,500	1,114	386	1,336	1,800	1,890	90
Computer	5,000	4,121	879	4,946	6,000	6,300	300
Computer Licenses	4,583	2,143	2,440	2,572	5,500	5,775	275
Children's Programs	2,917	770	2,147	924	3,500	3,150	(350)
Maintenance Supplies	167	-	167	-	200	525	325
Maintenance Contract	417	-	417	-	500	525	25
Repairs	83	384	(301)	461	100	525	425
Bank Charges	42	38	3	46	50	55	5
<b>Total</b>	<b>164,704</b>	<b>178,548</b>	<b>(13,844)</b>	<b>214,258</b>	<b>197,645</b>	<b>213,908</b>	<b>16,263</b>



# Budget Worksheet Museum

Fund 00  
Dept 751

2025 Budget

Year-to-Date			Total	Total	Total	Higher /	Notes
Budget	Actual	Variance B (W)	2024 Projection	2024 Budget	2025 Budget	(Lower)	

## Expenses

Salaries & Benefits	23,563	21,820	1,742	26,322	28,275	29,154	879	
Liability Insurance	292	292	(0)	350	350	370	20	Renewal +5%
Other	1,667	3,378	(1,711)	788	2,000	2,000	-	
Building Contracts	42	-	42	51	50	50	-	
Building Contracts	42	311	(269)	57	50	50	-	
Internet	1,000	1,219	(219)	1,169	1,200	1,200	-	
Building & Contents Insurance	275	275	-	330	330	790	460	Renewal +5%
Security Services	-	95	(95)	95	-	100	100	
Contracted Services	1,667	1,648	19	2,000	2,000	2,000	-	
Rent	24,403	25,931	(1,528)	29,204	29,284	31,201	1,917	
<b>Total</b>	<b>52,949</b>	<b>55,183</b>	<b>(2,234)</b>	<b>60,366</b>	<b>63,539</b>	<b>66,915</b>	<b>3,376</b>	

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 05-2025**

**A BY-LAW TO AUTHORIZE THE APPOINTMENT OF CHELSEA CONKLIN AS  
DEPUTY CLERK FOR THE CORPORATION OF THE TOWN OF PRESCOTT**

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**Being a by-law to authorize the appointment of Chelsea Conklin as Deputy Clerk  
for the Corporation of the Town of Prescott**

**WHEREAS**, Section 228(2) of the *Municipal Act, 2001 S.O. 2001, c.25, as amended*, provides for the appointment for such Officers as may be necessary for the purpose of the Corporation; and

**WHEREAS** the *Municipal Act, 2001*, Part VI, Section 228(2) provides for the appointment of a Deputy Clerk for the purposes of the Corporation; and

**WHEREAS** the Council of the Town of Prescott deems it prudent and necessary to appoint a Deputy Clerk as the Town's current Deputy Clerk is on maternity leave.

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

1. That Chelsea Conklin is hereby appointed Deputy Clerk with said appointment to be deemed effective January 27, 2025, until August 28, 2026.
2. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**READ AND PASSED, SIGNED AND SEALED THE 27<sup>TH</sup> DAY OF  
JANUARY 2025.**

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**Mayor**

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**Clerk**



**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 06-2025**

**A BY-LAW TO AUTHORIZE THE APPOINTMENT OF MATTHEW ARMSTRONG AS  
ACTING CLERK FOR THE CORPORATION OF THE TOWN OF PRESCOTT**

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**A BY-LAW TO AUTHORIZE THE APPOINTMENT OF MATTHEW ARMSTRONG AS ACTING  
CLERK FOR THE CORPORATION OF THE TOWN OF PRESCOTT**

**WHEREAS** the *Municipal Act, 2001*, Part VI, Section 228(1) states that a municipality shall appoint a Clerk whose duties are identified in subsections (a) to (e) of the Act; and

**WHEREAS** the Council of the Town of Prescott deems it prudent and necessary to appoint an Acting Clerk.

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

1. That Matthew Armstrong is hereby appointed as Acting Clerk with said appointment to be deemed effective February 14, 2025.
2. That By-Law 51-2020 shall be repealed effective February 14, 2025.
3. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**READ AND PASSED, SIGNED AND SEALED THIS 27<sup>th</sup> DAY OF  
JANUARY, 2025.**

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**Mayor**

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**Clerk**

**Sent:** Tuesday, January 7, 2025 2:07 PM

**To:** [communicationsucdsb@gmail.com](mailto:communicationsucdsb@gmail.com)

**Subject:** Media Release - UCDSB Pilots Expanded Sports League for Students

## **Media Release:**

### **UCDSB Pilots Expanded Sports League for Students**

The Upper Canada District School Board (UCDSB) is excited to announce the launch of a new sports initiative that will be piloted in 2025 called All-In Sports. If the pilot is successful, this initiative will expand sport opportunities for Kindergarten to Grade 8 students across the district.

As presented to and approved by the Board of Trustees in December, the All-In Sports league will provide all young interested athletes the opportunity to learn and play sports in a structured environment. Local competitions that will allow more students to attend more sporting events will be a focus for this new league.

Students will have the opportunity to play traditional sports such as basketball, soccer, volleyball, etc. but also learn new sports and activities such as handball, korfbal and ultimate frisbee. This new league will run in addition to any intramurals that currently take place at schools, not replace it.

"As a former physical education teacher, coach, and huge supporter of student athletics, I am thrilled that we are in a position to make the significant financial commitment necessary for this enhanced and expanded sports league that will benefit all of our students," says UCDSB Chair Jamie Schoular.

All-In Sports will be at no cost to families but is a financial investment for the UCDSB. This new league will follow best practices as developed by the [Coaching Association of Canada](#) and [Ophea](#) to ensure a safe, engaging but valuable sporting experience for young athletes.

A steering committee of community members, educators and coaches has been established with representation from across the district. A partnership with the [Rick Hansen Foundation](#) has also been formed. To date, 20 schools are part of the official pilot with more than 25 schools requesting to come on board.

"Our aim is to increase student participation in sports and activities. Our hope is that the pilot goes well and that we can expand it to all elementary and intermediate schools next school year. There are numerous physical and psychological benefits to being involved in sports, and we want to ensure that all students get the opportunity," adds Schoular.

## **For media inquiries, please contact:**

April Scott-Clarke [communicationsucdsb@gmail.com](mailto:communicationsucdsb@gmail.com) Upper Canada District School Board

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

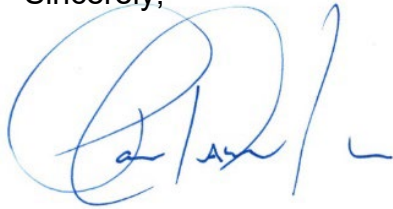
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,



Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

c: Jessica Lippert, Chief of Staff  
Owen Macri, Deputy Chief of Staff  
Martha Greenberg, Deputy Minister  
Caspar Hall, Assistant Deputy Minister, Local Government Division  
Sean Fraser, Assistant Deputy Minister, Municipal Services Division  
Municipal Clerks and CAOs

**THE CORPORATION OF THE  
TOWN OF PRESCOTT**

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**BY-LAW NO. 07-2025**

**A BY-LAW TO ADOPT THE PROCEEDINGS OF THE  
COUNCIL MEETING HELD ON JANUARY 27, 2025.**

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

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

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

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

**READ AND PASSED, SIGNED AND SEALED THIS 27<sup>th</sup> DAY OF JANUARY 2025.**

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**Mayor**

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**Clerk**