



**AGENDA  
REGULAR MEETING OF MUNICIPAL COUNCIL**

**Monday, April 26, 2021, 6:30 PM**

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

Virtual Hybrid Meeting

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Delegations & Presentations**
- 5. Minutes of the Previous Council Meetings**
  - a. Regular Meeting - March 22, 2021
- 6. Business Arising from the Previous Council Meeting (if any)**
- 7. Committee Minutes**
  - a. Public Library Board - January 12, 2021
  - b. Port Management Committee - March 17, 2021
  - c. Committee of the Whole - Administration & Finance - April 12, 2021
  - d. Committee of the Whole - Public Works, Environmental Services & Facilities - April 19, 2021
- 8. Action and Information Items from Committees**
  - a. 2021 Community Grants & Donations
  - b. Application for Severance - 1013 County Rd 21 - Dobbie Farms
  - c. Application for Severance - 1102 County Rd 21 - Heusser
  - d. 2020 Water & Sewer Surplus/Deficit Reserve Transfer
  - e. Greenfield Global Site Plan Control Project
  - f. Regional Fire Services Review
  - g. Schneider Electric Support & Service Agreement
  - h. Emergency Exercise Requirements for 2021
  - i. Emergency Preparedness Week
  - j. Cardinal Waterfront Improvement Recreation Pathway Tender Award
  - k. 1989 Grader Replacement Options Update
  - l. International Harm Reduction Day
- 9. Correspondence**
- 10. Approval of Municipal Disbursements**
- 11. By-laws**
  - a. Amend Site Plan Control Agreement - Johnstown Mini Storage
  - b. 2021 Tax Rates
  - c. Connell Road Easement Agreement

- d. Fire Safety Grant - Transfer Payment Agreement
- e. Amend Procedural Bylaw - Electronic Participation

**12. CAO's Administrative Update**

**13. Councillor Inquiries or Notices of Motion**

- a. Ministerial Zoning Order Request

**14. Mayor's Report**

**15. Question Period**

**16. Closed Session**

**17. Confirmation By-law**

**18. Adjournment**

**MINUTES  
MUNICIPAL COUNCIL**

**Monday, March 22, 2021  
6:30 PM  
Corporation of The Township of Edwardsburgh Cardinal  
Council Chambers, Spencerville Ontario**

**PRESENT:** Mayor Pat Sayeau  
Deputy Mayor Tory Deschamps  
Councillor Hugh Cameron  
Councillor Stephen Dillabough  
Councillor John Hunter

**STAFF:** Dave Grant, CAO  
Rebecca Williams, Clerk  
Melanie Stubbs, Treasurer  
Mike Spencer, Manager of Parks, Recreation & Facilities  
Brian Moore, Fire Chief

**1. Call to Order**

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

**2. Approval of Agenda**

**Decision:** 2021-87  
**Moved by:** T. Deschamps  
**Seconded by:** J. Hunter

That Municipal Council approves the agenda as presented.

Carried

**3. Disclosure of Pecuniary Interest & the General Nature Thereof**

- a. J. Hunter - Award Crushed Rock Tender  
Tackaberry Construction operating a quarry owned by Councillor Hunter.

**4. Delegations & Presentations**

None.

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

- a. Regular Meeting - February 22, 2021  
**Decision:** 2021-88  
**Moved by:** J. Hunter  
**Seconded by:** T. Deschamps  
THAT Municipal Council receives and approves the minutes of the Regular Meeting dated February 22, 2021.

Carried

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

None.

**7. Committee Minutes**

- a. Port Management Committee - February 17, 2021

**Decision:** 2021-89  
**Moved by:** H. Cameron  
**Seconded by:** S. Dillabough

THAT Municipal Council receives the minutes of the Port Management Committee Meeting dated February 17, 2021.

Carried

b. Committee of the Whole - Community Development - March 1, 2021

It was noted that the Committee is in the review process of the draft zoning bylaw and has encouraged the public to attend the meetings, public open house and provide feedback through the Township and delegations.

**Decision:** 2021-90  
**Moved by:** T. Deschamps  
**Seconded by:** J. Hunter

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Community Development Meeting dated March 1, 2021.

Carried

c. Committee of the Whole - Administration & Finance - March 8, 2021

Members suggested that the Township has more resources than SERA and therefore may be better suited to complete a feasibility study for SERA's proposed project to improve the tennis courts in Johnstown. Members requested staff to prepare a report for the upcoming Community Development meeting.

**Decision:** 2021-91  
**Moved by:** S. Dillabough  
**Seconded by:** H. Cameron

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration & Finance Meeting dated March 8, 2021.

Carried

d. Committee of the Whole - Public Works, Environmental Services & Facilities - March 15, 2021

**Decision:** 2021-92  
**Moved by:** H. Cameron  
**Seconded by:** S. Dillabough

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Public Works, Environmental Services & Facilities dated March 15, 2021.

Carried

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

a. Zoning Bylaw Review - Open House

**Decision:** 2021-93  
**Moved by:** T. Deschamps  
**Seconded by:** J. Hunter

THAT Municipal Council direct staff to work with Novatech on preparing a public draft of the zoning bylaw, based on the discussions heard at



the Committee of the Whole – Community Development meeting, held on March 1, 2021, and that the public draft be shared on the Township’s website and that staff schedule and advertise the open house meetings following provincial regulations and using the COVID-19 best practices shared by our Public Health Unit, as recommended by the Committee of the Whole – Community Development.

Carried

b. CSI Web Interface Purchase

**Decision:** 2021-94

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT Municipal Council authorizes the purchase of the CSI Web Interface from PSD and funding the purchase of \$14,200, and the first year of annual support of \$1,500 with Modernization Funds, as recommended by the Committee of the Whole – Administration & Finance.

Carried

c. 2020 Prescott Drinking Water System Report

**Decision:** 2021-95

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

THAT Municipal Council receives and reviews the 2020 Water Annual/Summary Report for the Prescott Water System, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

d. Award Dust Suppressant Tender

Council discussed the process of issuing and award the dust suppressant tender, specifically with respect to approving to spend above the tendered amount. It was noted that the Township builds contingency into the budget in case additional supply is required. It was noted that a contingency is generally included in all construction projects.

**Decision:** 2021-96

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT Municipal Council approves and awards the Supply of Dust Suppressant tender to Innovation Surface Solutions at the unit rate of \$0.1989 per liter to a maximum of \$55,000.00, including non-rebated HST, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

e. Award Crushed Rock Tender

J. Hunter declared a conflict on this item. (Tackaberry Construction operating a quarry owned by Councillor Hunter.)

Councillor Hunter removed himself from the table and did not participate in the discussion or vote on the matter.

**Decision:** 2021-97  
**Moved by:** T. Deschamps  
**Seconded by:** H. Cameron

THAT Municipal Council approves and awards the Supply of Crushed Rock tender to Willis Kerr Contracting Ltd. at the unit price of \$12.25 per metric ton to a maximum of \$99,000.00, including non-rebated HST, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

f. Fire Safety Grant

Council briefly discussed how the Fire Department will utilize the grant funding.

**Decision:** 2021-98  
**Moved by:** S. Dillabough  
**Seconded by:** H. Cameron

WHEREAS the Government of Ontario announced a one time \$5 million grant to municipal fire services to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic; and  
WHEREAS Ontario's fire services have faced unprecedented challenges and have voiced those concerns to the Fire Marshal; and  
WHEREAS the ability to train fire service members in the COVID-19 environment has brought with it new restrictions and despite opportunities to train online and through other modes, not all training priorities may have been met over the last year; and  
WHEREAS fire departments have raised concerns about fire code enforcement and the ability to enter premises to conduct inspections and promote fire safety; and  
WHEREAS the Government of Ontario's Fire Safety Grant will work to support fire services through this pandemic; and  
WHEREAS the Fire Safety Grant will assist in providing fire departments with the flexibility to support ongoing training needs including registration, administrative programming, technology upgrades, costs associated with attending and providing services, opportunities for an inspection program technology, and additional training to ensure that fire services are able to meeting the demand of training and code compliance at the local level.  
NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal:

1. Directs staff to submit the required Fire Safety Grant Application; and
2. Directs staff to report back to the Fire Marshal by the required date of September 1, 2021 to outline how the grant was utilized at the Township of Edwardsburgh Cardinal Fire Department; and
3. Accepts, with thanks, the Fire Safety Grant allocated amount of \$6,300.00; and
4. Forward a copy of this resolution to Mr. Jon Pegg, Ontario Fire Marshal.

Carried

g. Drummond Gas Request for Support

**Decision:** 2021-99  
**Moved by:** J. Hunter  
**Seconded by:** T. Deschamps

That Municipal Council supports Drummonds Gas continued operation and sales of alcohol on the following statutory holidays in 2021: Family Day, Victoria Day, Canada Day, Labour Day, and Thanksgiving Day.

Carried

h. Closure of Ontario Fire College

**Decision:** 2021-100

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

WHEREAS the Ontario Fire College has been in operation since 1949, where its primary responsibility is to develop and delivery academically sound educational and hands on training programs to meet the needs of both today's and tomorrow's fire services; and

WHEREAS the Ontario Fire College's main objective is to assist the students to become the best trained and most professional members of the Ontario fire service; and

WHEREAS the Ontario Fire College is one of the primary sources of certified training for Ontario and Municipal Firefighters; and

WHEREAS the Ontario Fire College has built a reputation of integrity, credibility, and reliability in providing some of the best training for our fire services within the Province of Ontario; and

WHEREAS the Ontario Fire College has been utilized by the Township of Edwardsburgh Cardinal for numerous years to train and certify our volunteer fire fighters; and

WHEREAS the Township of Edwardsburgh Cardinal Volunteer Fire Department is on call 24/7 for 365 days a year, with regular jobs and families that expect them to come home safely each and every time; and

WHEREAS the Ontario Fire College provides fire fighters with another option other than Regional Training Centres to obtain their National Fire Protection Association certification; and

WHEREAS the Ontario Fire College is the most cost effective method to certify fire fighters to National Fire Protection Association standards in Ontario; and

WHEREAS when the Government of Ontario enacted and revoked Ontario Regulation 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the Act would be amended and brought back in the future; and

WHEREAS the Ontario Fire Service stakeholders were not consulted regarding the closure of the Ontario Fire College training facility in Gravenhurst; and

WHEREAS municipalities in the Province of Ontario are mandated to establish a program including public education and fire prevention, and provide fire protection services as it deems may be necessary with its needs and circumstance.

NOW THEREFORE BE IT RESOLVES THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby strongly requests that the Government of Ontario reverse their decision to close the Ontario Fire College as it is one of the best and most cost effective methods for municipalities to educate and train their firefighters which assists in protecting all residents; and

BE IT FURTHER RESOLVED THAT if the Government of Ontario chooses to not reverse its decision to close the Ontario Fire College,

the Province should provide direct financial support to municipalities to offset the increased training costs of providing Provincially mandated firefighting services; and

BE IT FURTHER RESOLVED THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and House, the Ontario Fire Marshal, and all municipalities within the Province of Ontario.

Carried

i. Site Plan Control Agreement - Holmes

Members noted concerns with respect to the old bylaw requiring screening, however, the new bylaw only requires screening if there is open storage.

**Decision:** 2021-101

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT Municipal Council repeal bylaw 2001-74 that adopts the existing site plan control agreement and replace the agreement by adopting a bylaw to enter into a Site Plan Control Agreement with Russ Holmes Transport Inc. for 1026 County Road 2, as attached.

Carried

9. **Correspondence**

**Decision:** 2021-102

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

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

- March 1, 2021
- March 11, 2021
- March 18, 2021

Carried

10. **Approval of Municipal Disbursements**

Council reviewed the disbursements and sought clarification on the following items:

- Cimco refrigeration - condenser and brine leak
- Strongco grader repairs
- GT Automotive - actuator repair
- Legal payments
- Zamboni purchase

**Decision:** 2021-103

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

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

- Report dated February 25 (2021-13) \$181,167.65

- Report dated March 1 (2021-14) \$189,277.41
  - Report dated March 16 (2021-23) \$ 64,832.72
  - Report dated March 16 (2021-24) \$139,370.01
  - Report dated March 17 (2021-25) \$539,425.85
- TOTAL: \$1,114,073.64

Carried

## 11. By-laws

- a. 2021 Budget Bylaw - Adopt the General Government Estimates for Sums Required During the Year

A member noted concern with respect to using the Township surplus to cut the tax rate.

**Decision:** 2021-104

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

THAT the mover be granted leave to introduce a bylaw to adopt the general government estimates for sums required during the year, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-105

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

THAT a bylaw to adopt the general government estimates for sums required during the year, be now read a third time and finally passed, signed, sealed and numbered 2021-12.

Carried

- b. Development Agreement - Robinson/Burkert

**Decision:** 2021-106

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a development agreement with Ryan Robinson and Chelsea Burkert, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-107

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

THAT a bylaw to authorize the execution of a development agreement with Ryan Robinson and Chelsea Burkert, be now read a third time and finally passed, signed, sealed and numbered 2021-13.

Carried

- c. Cost Recovery Agreement - Meadowlands North Subdivision

**Decision:** 2021-108

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT the mover be granted leave to introduce a bylaw to authorize an agreement with 2057876 Ontario Inc. with respect to review and processing for planning applications, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-109

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT a bylaw to authorize an agreement with 2057876 Ontario Inc. with respect to review and processing for planning applications, be now read a third time and finally passed, signed, sealed and numbered 2021-14.

Carried

d. Cost Recovery Agreement - Charlebois Subdivision

**Decision:** 2021-110

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT the mover be granted leave to introduce a bylaw to authorize an agreement with Edwardsburgh Developments Inc. with respect to review and processing for planning applications, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-111

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT a bylaw to authorize an agreement with Edwardsburgh Developments Inc. with respect to review and processing for planning applications, be now read a third time and finally passed, signed, sealed and numbered 2021-15.

Carried

e. Fire Department Photocopier Lease Agreement

**Decision:** 2021-112

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

THAT the mover be granted leave to introduce a bylaw to authorize the Mayor and Clerk to execute a lease agreement with Future Office Products, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-113

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

THAT a bylaw to authorize the Mayor and Clerk to execute a lease agreement with Future Office Products, be now read a third time and finally passed, signed, sealed and numbered 2021-16.

Carried

f. Site Plan Control Agreement - Holmes

**Decision:** 2021-114

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a site plan control agreement with Russ Holmes Transport Inc., and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-115

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT a bylaw to authorize the execution of a site plan control agreement with Russ Holmes Transport Inc., be now read a third time and finally passed, signed, sealed and numbered 2021-17.

Carried

## 12. CAO's Administrative Update

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

- Greenfield Ethanol expansion
- Location of minor variance
- Fire prevention part time employee
- Parking infractions
- Municipal drain report

Council discussed at length how moving into the red zone will impact the recreation facilities. It was confirmed that the walking track is currently open, with a limit of 10 people, however, hockey practice and scrimmaging are not permitted. It was noted that the Township will incorporate social media posts outlining the walking track times and restrictions. Members confirmed that there will be no team functions, due to it not being feasible for hockey teams to rent ice time with the current red zone restrictions. It was noted that the Township had approximately 400 hours of ice rentals over the next 6 week period.

Council confirmed that the Township is removing the ice at the Cardinal arena. Members noted that arenas in the surrounding area are also removing ice and closing until the fall season. There was a brief discussion on if the Township would need to refund ice rentals to any groups. It was noted that due to invoice scheduling, no refunds will be required.

Council discussed the student admin position and employees that are returning to work on April 12. Council discussed what duties the employees that are returning to work will complete. It was noted that if the pools and summer programming is able to open and operate this summer, then the newer employees will be trained on pool maintenance, as well as regular maintenance of the parks and recreation facilities.

**Decision:** 2021-116

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

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

**13. Councillor Inquiries or Notices of Motion**

Councillor Dillabough noted that the soccer nets are heaving up from the ground at the Johnstown park.

Councillor Dillabough requested that the Cardinal Legion canteen hours be increased to 11:30am to 7:30pm 7 days a week. Members requested staff to prepare a report outlining the revenue and expenses of the Canteen to determine if additional hours should be considered.

Councillor Hunter noted that Hydro One left quite a bit of debris on the streets in Spencerville when they were trimming trees and clearing lines. Requested staff to follow-up with Hydro.

**14. Mayor's Report**

Mayor Sayeau reported on the following:

- Discussion took place respecting an altercation that occurred between the Mayor and another individual at the Circle K in Cardinal. Discussed the following areas of concern: lack of zoning restrictions, lack of licensing requirements, private group home, mental health concerns, role of council, role of group home employees, role of OPP
- Zoom meeting with DaLee to discuss possible future business in the Industrial park
- Zoom meeting with IO Vice President and Senior Vice President. Next meeting scheduled for April 6
- St. Lawrence Seaway opened March 22
- Attending the virtual Augusta Mayors breakfast on March 26
- Community Development Coordinator speaking at the South Grenville Chamber of Commerce Award Night
- EORN partnering with Rogers to reduce the cell gap
- Will be requesting a meeting with Minister Sarkaria to discuss announcement of Top 10 for the Ontario Job Site Challenge

**Decision:** 2021-117

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

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

Carried

**15. Question Period**

None.

**16. Closed Session**

**Decision:** 2021-118

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT Municipal Council proceeds into closed session at 8:26 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Land Bank IO Meeting Update and Minutes of Closed Session dated February 22, 2021



- Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Recreation and Administration

Carried

a. Section 239(2)(c)

b. Section 239(2)(b)

**Decision:** 2021-119

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

THAT the closed meeting does now adjourn and the open meeting of Municipal Council does now resume at 9:55 p.m.

Carried

## 17. Report Out of Closed Session

Mayor Sayeau reported that Council reviewed and discussed the minutes of closed session dated February 22, 2021 and discussed the development of strategies on the IO Edwardsburgh Land Bank purchase.

**Decision:** 2021-120

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT Municipal Council receives and approves the closed session minutes dated February 22, 2021.

Carried

## 18. Confirmation By-law

**Decision:** 2021-121

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2021-18.

Carried

## 19. Adjournment

**Decision:** 2021-122

**Moved by:** H. Cameron

**Seconded by:** T. Deschamps

That Municipal Council does now adjourn at 9:58 p.m.

Carried

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Mayor

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Clerk

## ***Edwardsburgh Cardinal Public Library Board Meeting Minutes***

Virtual Zoom Meeting January 12th, 2021

**Present:** T. East, D. Robertson, A. Barratt, H. Cameron, P. Tierney, T. Wilson,  
Judy Cameron

**Staff:** M-A. Gaylord, D. Gladstone

**Special Guests:** None.

### **1. Call to order**

Tim East Chair called to order the regular meeting of the Edwardsburgh Cardinal Public Library at 5:10 pm on January 12th, 2021 a virtual Zoom meeting.

Tim welcomed everyone to the meeting, the first of 2021. He thanked everyone for attending this zoom meeting, and is looking forward to being able to meet in person again. On behalf of the Board, Tim thanked staff at both branches and volunteers for working through these exceptional times and continuing to provide great service. Tim thanked Board members for their work during these exceptional times as well.

### **2. Disclosure of interest – None**

### **3. Additions to agenda**

Provincial Stay at Home Announcement January 12<sup>th</sup>

Motion by Dave Robertson to approve the addition to agenda, seconded by Anne Barratt. CARRIED

#### **Appointment of Officers for 2021**

Motion by Hugh Cameron to appoint Library Board Officers for the year 2021, as listed, seconded by Judy Cameron. CARRIED

**Chair:** Tim East

**Vice Chair:** Pat Tierney

**Treasurer:** David Robertson

**Recording Secretary:** CEO Donna Gladstone

### **4. Approval of minutes from last meeting**

Motion by Pat Tierney to accept the November 24th, 2020 minutes as presented, seconded by Dave Robertson. CARRIED

## **5. Business arising from minutes**

The CEO presented to the Board two estimates received for the reconfiguration at the Spencerville Library. The board asked if the estimates included electrical, the CEO advised that the Facilities Manager Mike Spencer has been advised and has done a site visit and that a portion of his budget is for Library electrical updates and the electrical work, which will involve moving some outlets will be looked after from that budget.

Motion by Anne Barratt to accept the lowest estimate of \$10,735.00 submitted by Paul Kingston be accepted, seconded by Dave Robertson. CARRIED

Hugh Cameron advised of a modernization grant and that the Port of Johnstown has a community capital fund grant. Hugh will look into the modernization funds and the CEO will work on the application for the Port of Johnstown Community Grant.

## **6. Correspondence NIL**

## **7. Treasurer's report**

- Treasurer: Reported all invoices paid for 2020 have been submitted and Dave will provide an Accounts Payable listing.
- Budget meetings are underway and the Library will be advised of date of their presentation to Council.
- A draft budget will be completed and sent to the Township Treasurer next week.

The Board reviewed the Edwardsburgh Cardinal Public Library Salary Scale for 2021.

Motion by Pat Tierney the Edwardsburgh Cardinal Public Library approves 1.75% increase effective January 1<sup>st</sup>, 2021 for the library employees, in keeping with pay equity recommendation report, seconded by Anne Barrett. CARRIED.

The Board had previously requested the CEO to keep track of hours worked as the currently allotted 10 hours per week didn't seem sufficient. The CEO reported that an extra 47 hours had been worked between January and March. It was discussed how to compensate the CEO and Dave will look into how this should be paid out. Further discussion took place on the number of hours required by the CEO on a regular basis and it was agreed that the job description would be amended to reflect 15 hours per week. It was also agreed that the

CEO would continue to keep track of hours worked and would be compensated for extra hours.

Motion by Judy Cameron that Edwardsburgh Public Library Board agrees to compensate CEO Donna Gladstone for an additional 47 hours worked during the Month of March, seconded by Anne Barratt. CARRIED

Motion by Judy Cameron that the Edwardsburgh Cardinal Public Library Board revise the CEO Job Description specifically the hours of work per week from 10 hours to 15 hours per week, with a review of the hours in one year, seconded by Anne Barratt. CARRIED

#### **8. CEO/Supervisor reports attached**

- The Friends of the Cardinal Library sponsored a virtual Scientist in the Classroom Workshop which was attended by 25 participants, between the ages of 4 and 12.
- Christmas Story Reading – MPP Steve Clark, Chair Tim East, MP Michael Barrett and Mayor Pat Sayeau, all read a Christmas story and did it by video that we uploaded to the Library Facebook page. It was well received and the 4 stories were viewed 4,017 times for the two weeks they were posted. Great community support and outreach by all who participated and all who viewed.
- Virtual Programming will continue into 2021.

The Board will finance the next Virtual Scientist in the Classroom in March, during the March Break. The cost will be \$195.00 + 10 additional kits at a cost of \$5 per kit. The total cost will be \$245, which will come out of the Library program budget.

#### **9. Policy Review -NIL**

#### **10. Report from Municipal Council – Councillor H. Cameron**

Councillor Cameron reported that Budget meetings have begun. The Library budget review date has not been scheduled but we will be notified of the date probably mid-February.

ROMA will be held virtually this year.

Township is using the Recorder and Times as one of their means to provide information to the public. Since the closing of the South Grenville Journal, other

means of communication will be used including the Recorder and Times newspaper.

CCAC held a Christmas Lighting contest and they held a New Year's 'Make Some Noise' event on Joseph Street in Cardinal which was recognized for their community spirit with the Christmas Lights.

#### 11. **New business/Community Activities**

\*CEO advised the Board of the impact of the second Provincial Emergency Order "Stay at Home." We can continue contactless curbside pick-up which is the same as regulations that were put into place in December 2020. The new text indicated however, that "only those employees that need to be on-site should be in the building. Where possible, others should work from home."

\*Our plan is to continue with the hours we have had in place since COVID and will only have the necessary staff in the buildings to provide the service of curbside pick-up and quarantine of the material returned.

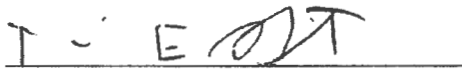
\*We are very pleased we will be able to continue our services although with restrictions to our Patrons.

#### 12. **Closed Session – Nil**

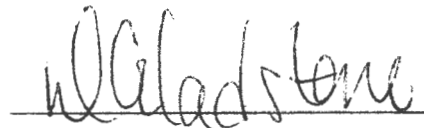
13. **Date of Next Meeting:** Tuesday February 23<sup>rd</sup>, 2021 at 5pm. If we are able to attend a meeting in person it will be held in Cardinal, otherwise we will set up a virtual meeting. TBD

#### 14. **Adjournment**

Moved by Judy Cameron, seconded by Anne Barratt that the meeting of the Library Board does now adjourn at 6:31 pm. CARRIED



Chair



Recording Secretary



**Paul Kingston**  
**524 Chambers Road**  
**Cardinal, ON**  
**K0E 1E0**  
**613-657-3682 or cell 613-802-2844**

**BN/HST#14046 3597 RT0001**

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November 24, 2020

**QUOTE**

Township of Edwardsbury/Cardinal  
Attention of Donna Gladstone

**Spencerville Library Renovation**

**\$ 9,500.00**

Includes - supply 4 new doors for existing lower base unit 6' long  
- 1 36" 1/2 door to match cabinets  
- 11' of book shelves, 46 1/2" high x 12" deep with arborite top. Clear plexi glass divider on top with oak trim to match cabinets.  
- 1 2' wide x 7' high x 12" deep bookshelf  
- 1 46" x 30" x 24" deep bank of drawers  
- cut down 1 back splash  
- move existing cabinets as per drawing  
- move 4 existing bookshelves beside front entrance and fasten together. Cut tact board down to fit back of bookshelves and fasten to them.

All new cabnetry stained and sprayed to match as close as possible. New countertops to match if still available or substitute if necessary.

Does not include removal of library books or restocking shelves.

No electrical costs are included.

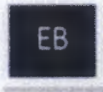
**HST**

**1,235.00**

**\$ 10,735.00**

**Terms - 50% down, balance on completion**





# Ed Broniszeski Carpentry Ltd.

Est. 1970

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P.O. Box 5, Spencerville ON K0E 1X0

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December 16, 2020

Re: Spencerville Library  
Renovation Quote

- Priced as per plan provided

	\$11,240.00
	<u>\$ 1,461.20 HST</u>
<b>TOTAL:</b>	<b>\$12,701.20</b>

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Phone: (613)658-3066 Fax: (613)658-3285

Email: [bron.carpentry@gmail.com](mailto:bron.carpentry@gmail.com)

# CEO REPORT

JANUARY 12TH, 2021

## Programming

Christmas Ornaments – we received 17 pictures of decorated ornaments. Good feedback from those who participated.

Book Reviews-we received 14 book reviews. The reviews were from all age categories. We will continue this in the new year.

Virtual Scientist in the Classroom – Candy Chemistry – The Friends of the Cardinal Library sponsored this workshop. The virtual workshop provides 15 links, all 15 links were registered and in total there were 25 participants. Great feedback from the participants. We plan to do more of these.

Christmas Story Reading – MPP Steve Clark, Chair Tim East, MPP Michael Barrett, Mayor Pat Sayeau, all willingly accepted our invitation to read a Christmas story. The stories were all Canadian and were very well received by the community. Total views for all 4 video stories was 4,017

## Cardinal Branch

- Student Page Anna De Visser started on December 12<sup>th</sup>.
- New laptop has been ordered for the mobile workstation

## Spencerville Branch

- Estimates received for library upgrades – Board will need to review to proceed to next steps
- New laptop has been ordered for the mobile workstation

## Both Branches

As of December 26<sup>th</sup> we are back to contactless curbside pick-up. Public is not permitted in the buildings. Staff are permitted in the buildings. We will go back to the contactless curbside that we were doing in the first lockdown until the Province lifts the lockdown.

We will be participating in the Ontario Parks

The staff continue to adapt to the changes with ease and dedication. We have an exceptional team and I commend them for working through all these changes with professionalism and dedication to the Edwardsburgh Cardinal Public Library and the Community.

## 2021 Ideas

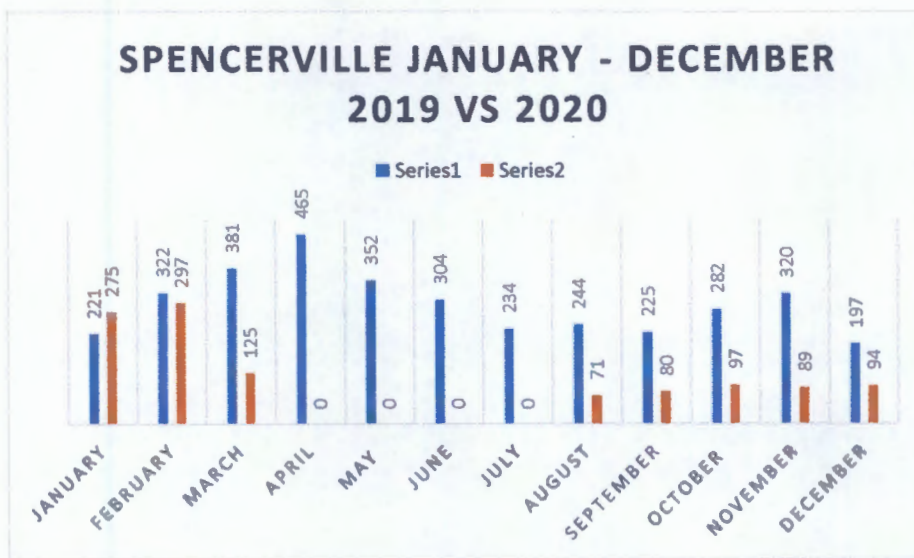
- Virtual Author meet and greets
- Author Challenge – encourage patrons to read different authors by allowing us to pick a bundle of books.

Page 1 of 4



- Scientist in the Classroom virtual workshops
- Make up some craft packages for patrons to pickup
- Reading Challenge – fill a card – get a prize will continue
- Staff pics of the month – this is something we have been planning and are working to start up in the new year.
- We will continue to plan for virtual programming but will be prepared to pivot to in person when and if we get the green light.

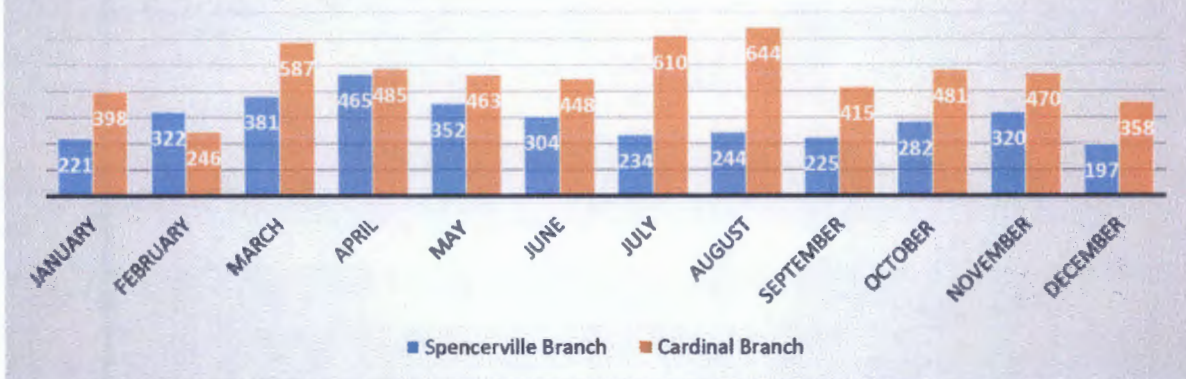
#### Stats Comparison 2019-2020 In person visits

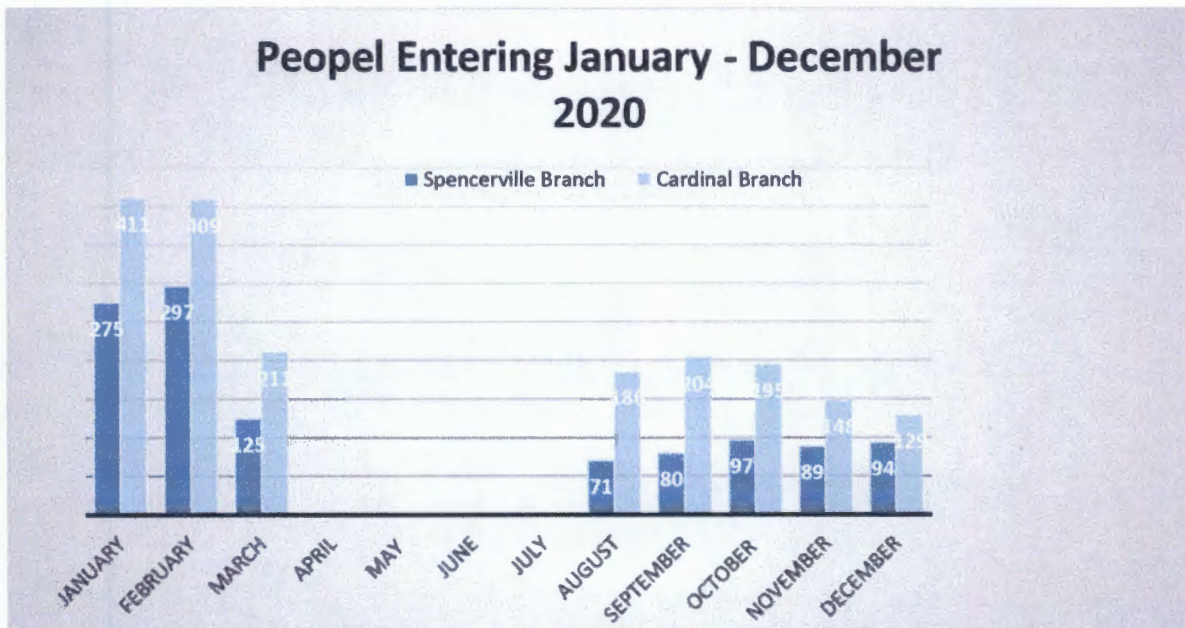


## CARDINAL JANUARY - DECEMBER 2019 VS 2020



## People Entering January - December 2019





Statistics for the Annual Survey are being worked on.

Budget details for the 2021 budget are in progress.

**MINUTES  
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE  
MUNICIPAL OFFICE – SPENCERVILLE  
WEDNESDAY, MARCH 17, 2021  
6:30 PM**

Present: Mayor Patrick Sayeau, Chair  
Deputy Mayor Tory Deschamps  
Councillor Hugh Cameron  
Councillor Stephen Dillabough  
Councillor John Hunter  
Mr. Joe Hendriks  
Mr. Frank McAuley

Staff: Robert Dalley, General Manager  
Kevin Saunders, Operations Manager  
Rebecca Williams, Clerk

1. Call to Order

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

2. Approval of Agenda

**Moved by:** F. McAuley

**Seconded by:** H. Cameron

That Committee approve the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof – None

4. Delegations & Presentations

a) Aquatarium

Mr. Beatty, Mr. Harder, Mrs. McFall, and Ms. Ching presented the Committee with a new main exhibit conceptual idea for the Aquatarium. Mr. Beatty noted that the Aquatarium is refreshing its exhibits and would like to build a new exhibit to showcase the importance of the local agricultural business, seaway system and Port of Johnstown grain elevator system.

Mr. Harder provided Committee with a detailed overview of the proposed exhibit for the Port of Johnstown and other possible new exhibits. Mr. Harder outlined the proposed cost associated with engineering, building and maintaining the new exhibit. It was noted that the Port of Johnstown exhibit is approximately \$750,000.00. Mrs. McFall noted that the Aquatarium wants to take a more regional approach that incorporates the agricultural and Port industry, as well as business and recreation. Mrs. McFall noted that the new exhibit would provide educational information to the general public and

children. It was noted that the Aquatarium are not requesting a specific donation amount at this time. It was confirmed that there will be donations and that a donor has agreed to match the donations dollar for dollar.

There was a brief discussion on the timeframe to get the exhibit up and running. It was noted that the Aquatarium's goal is to have the new exhibit ready for March 2022. There was a general discussion on how COVID has impacted revenues and restricted the public from visiting the centre. It was noted that the Aquatarium lost a large amount of revenue due to the schools not being able to visit. Members inquired about the number of years an exhibit remains in the centre. It was noted that some exhibits created are in the centre for 10 years.

Members suggested that the Aquatarium connect with various tractor/truck/vessel companies to see if any of them would be interested in sponsoring the exhibit. Committee suggested that support and possible funding for the exhibit be discussed at a future Port meeting. Mr. Beatty noted that the Aquatarium may seek commitments/pledges for such exhibits over a 3 year period, as to not impact budgets as drastically.

Committee thanked the members of the Aquatarium for the presentation.

#### b) CREWS

Mr. Laffitte and Mr. Jones with CREWS presented the Committee with a proposal to purchase a parcel of land from the Port that would expand CREWS railcar storage capacity from approximately 500 to 1200 railcars. Mr. Laffitte highlighted CREWS agreement with the Port for rail car storage and how purchasing of the Port land could potentially benefit both parties. Mr. Laffitte noted that the additional land would be used for storage instead of a loading area to circumvent any additional noise pollution.

Mr. Laffitte outlined the proposed location of the berm and radius of noise pollution in comparison to location of County Rd 2 noise and the residential locations. Members confirmed that the area being used for railcar storage would likely only operate from 7am-3pm, however the business operation is open from 7am-11pm, with transloading open 24 hours a day. There was a brief discussion of products being stored in the railcars and the potential impact to local residents. Members inquired if the old rail line near the property could be utilized. It was noted that the line would not be reinstated or operational. It was noted that by purchasing the property and expanding business, may result in an additional 6-8 jobs.

There was a general discussion on how CREWS could utilize their recently purchase land if the Port does not sell the property to CREWS. It was noted that with CREWS current property, they would be able to add an additional 60-80 railcar storage. Members confirmed that CREWS intends to build a noise berm whether or not the Port sells them the other parcel of land. Mr. Laffitte outlined the following: how the Port could benefit from CREWS

purchasing the parcel of land, and their purchase proposal. A member noted that CREWS did not outline any additional benefits, other than a few new jobs for the public. It was noted that CREWS would offer \$1 for the land purchase, being an unconditional offer and then provide the Port with \$100,000 worth of services for the Port in the future.

There was a brief discussion on history of the parcel of land and the possible amount that would be required to be paid to the federal government, as per the transition agreement. Committee briefly discussed the sale of surplus land policy and the current zoning of the parcel of land.

Committee thanked Mr. Laffitte and Mr. Jones for the presentation.

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting – February 17, 2021

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

That Port Management Committee receives and approves the minutes of Port Management Committee meeting dated February 17, 2021.

Carried

6. Business Arising from Previous PMC Minutes – None

7. Discussion Items

a) Review Community Funding Applications

Port staff provided a summary of the funding applications and review process. It was noted that certain applications would impact the Township due to items being on Township property. It was noted that SERA's application for a pickleball/tennis court rehab would directly impact the Township and if they only receive a portion of the funding, they would not be able to complete the project. Port staff highlighted that the Cardinal Legion request for a new play structure is also owned and maintained by the Township, with regular inspections taking place to ensure that it is a safe structure.

There was a brief discussion on potential projects with the Akwesasne for Port property. It was noted that the only project tentatively planned for 2021 is the planting of sunflowers on Port property, which can help reduce pollutants in the soil.

Committee reviewed the applications and reviewed the evaluation charts. There was discussion on how to divide the funding and which groups would be able to utilize the funds to their full benefit. Committee discussed community groups ability and capacity to fundraise for projects and if they would be able to manage the projects on their own or require additional

support from Port staff. Members commented on the applications and noted that the Spencerville Mill project has been fundraising for the repairs and if they do not receive the full amount requested from the Port, then the project will still be completed in 2021.

Committee discussed the option of eliminating two applications during the meeting and then reviewing the remaining applications at the next meetings. Members suggested the removal of various applications based on their completed applications, impacts to the Township, and evaluation criteria. Members suggested that signage should be designed and installed at locations which have received funding from the Port program.

There was consensus from Committee to fund the following applications:

- SBCC - \$5,500
- St. Johns United Church First Responders - \$5,000
- Spencerville Mill Foundation - \$64,500

8. Action/Information Items

a) Operation Manager's Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: loading spout project, monthly traffic, overall inventory levels, work in electrical and maintenance, and electrical savings.

b) General Manager's Report – Traffic Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: salt management, seaway opening date, anti-caking measures, and salt storage capacity and future movement

c) Health & Safety Report

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

That Committee receives and reviewed items 8a) Operation Manager's Report, 8b) General Manager's Report- Traffic Report and 8c) Health & Safety Report.

Carried

d) Community Funding Award

**Moved by:** F. McAuley

**Seconded by:** J. Hendriks

That the Port Management Committee recommends the following:



That the organization known as St. Johns United First Responders receive funding in the amount of \$5,000 (not including HST) to be used as described in their application; and

That the organization known as SBCC receive funding in the amount of \$5,500 (not including HST) to be used as described in their application; and

That the organization known as Spencerville Mill Foundation receive funding in the amount of \$64,500 (not including HST) to be used as described in their application.

Carried

9. Approval of Disbursements – Port Accounts

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

That Committee approves payment of Port invoices as circulated.

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair's Report

The Mayor reported the following:

- Outlined the opening day for the St. Lawrence Seaway and that the first vessel is expected to arrive at the Port on April 4.

12. Question Period – None

13. Closed Session

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

That Committee proceeds into closed session at 9:10 p.m. in order to address a matter pertaining to:

- A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Port Land and Minutes of Closed Session dated February 17, 2021

Carried

Committee recessed for 5 minutes to clear the chambers.

**Moved by:** T. Deschamps

**Seconded by:** J. Hunter

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 9:50 p.m.

Carried

**Moved by:** S. Dillabough



**Seconded by:** H. Cameron

That Committee approves the minutes of closed session dated February 17, 2021.

Carried

Mayor Sayeau reported that Committee reviewed the February 17, 2021 minutes, reviewed and discussed a proposed or pending disposition of land in relation to item 4b and provided direction to the Port General Manager with respect to a proposed disposal of Port Land.

14. Adjournment

**Moved by:** H. Cameron

**Seconded by:** J. Hunter

That the Committee meeting adjourns at 9:52 pm.

Carried

These minutes were approved by Port Management Committee this 21 day of April, 2021.

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**Chair**

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**Clerk**

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**ADMINISTRATION & FINANCE**

**Monday, April 12, 2021, 6:00 PM**  
**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

**PRESENT:** Mayor Sayeau  
Deputy Mayor Deschamps  
Councillor Cameron  
Councillor Dillabough  
Councillor Hunter  
Jack Bradley, Advisory Member  
Dave Robertson, Advisory Member

**STAFF:** Dave Grant, CAO  
Rebecca Williams, Clerk  
Melanie Stubbs, Treasurer  
Gord Shaw, Director of Operations  
Dwane Crawford, Chief Building Official

**1. Call to Order – Chair, Mayor Sayeau**

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

**2. Approval of Agenda**

**Moved by:** J. Hunter

**Seconded by:** H. Cameron

That the agenda be approved as presented.

Carried

**3. Disclosure of Pecuniary Interest & the General Nature Thereof**

None.

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

None.

**5. Delegations and Presentations**

- a. 2021 Grant Request - Upper Canada Folkfest - George Tierney

Mr. Tierney, President of the Upper Canada Folkfest provided Committee with information about the organization, events that took place in Prescott in 2020 and planned events for 2021 to expand to Edwardsburgh Cardinal. Mr. Tierney noted that the events help to support local businesses, with the hope of growing the events and locations to some of the local restaurants and community centres, such as the Johnstown Community Centre, Spencercity Bar & Grill, the Bridgeview and Windmill Brewery. It was noted that he will be recruiting local musicians for the events, with the main event and supporting events taking place in September. Mr. Tierney requested \$3,000 to help grow the event and noted that the Town of Prescott has also provided financial support. He confirmed that the event will proceed with or without funding, however, Township funding would assist in expanding the organizations efforts.

Committee thanked Mr. Tierney for the presentation.

b. 2021 Grant Request - Connect Youth Inc. - Robyn Holmes

Ms. Holmes, interim executive director for Connect Youth outlined the services and programs they provide to youth within Leeds Grenville, the age of youth accessing the services, how COVID-19 has impacted the organization, and the barriers that Connect Youth are trying to overcome. Ms. Holmes requested \$5,000 to assist with programming costs including groceries, clothing, hygiene products, transportation, and technology supplies for the youth. Members confirmed that Connect Youth assist youth in finding employment and education programs.

Committee thanked Ms. Holmes for the presentation.

c. Township Presentation at South Grenville Chamber Banquet - Community Development Coordinator

The Community Development Coordinator (CDC) noted that the presentation was made at the South Grenville Chamber of Commerce Banquet, and provided Committee with an overview of the presentation, which highlighted the following: Port of Johnstown Community Capital Project Funding, HFI Pyrotechnics munition supply program, Greenfield Global expansions project, local businesses creating hand sanitizer during COVID-19, synergies created amongst local businesses over the year, community improvement plan projects, local businesses helping the community during COVID-19, 2020 citizen of the year award, how the community is supporting those in need during COVID-19, and the community grants and donations program.

## **6. Discussion Items**

a. 2021 Community Grants & Donations

Community reviewed the report and application summary.

**Moved by:** H. Cameron  
**Seconded by:** J. Bradley

That Committee recommends that Council awards the Community Grants & Donations as follows for the 2021 program:

Organization	Grant & Donation	In-kind
Spencerville English Country Dance Club	\$0	In-kind
Grenville County Historical Society	\$500	
Friends of Windmill Point	\$990	
Spencerville Mill Foundation	\$500	In-kind
Spencerville Agricultural Society	\$1,000	
Upper Canada Folkfest	\$1,500	In-kind
South Edwardsburgh Public School Council	\$500	
Prescott Figure Skating Club	\$1,000	
Spencerville Scouting Group	\$500	In-kind
Girls Inc. of Upper Canada	\$500	
Centennial '67 Public School Parent Council	\$500	
Connect Youth Inc.	\$1,000	
Food For All Food Bank	\$1,000	In-kind
RNJ Youth Services	\$0	
South Edwardsburgh Recreation Association	\$500	In-kind
Spencerville TNR	\$0	
Friends of the EC Library Spencerville Branch	\$0	In-kind
Johnstown ATV Club	\$0	
Groveton Loyal Orange Lodge	\$0	
<b>TOTAL</b>	<b>\$9,990.00</b>	

Carried

b. Committee of Adjustments Decision - 621 East St.

Committee discussed the minor variance of 621 East St and members noted their concerns with duplex developments in settlement areas. Members noted that there may be concerns from the public, similar to those with respect to recent development in Spencerville. Members confirmed that the proposed development complied with the minimum lot coverage, zoning bylaw and official plan. There was a brief discussion about the percentage and what affects lot coverage. It was noted that

items such as a pool or deck would impact lot coverage, however paving part of the yard for a driveway would not.

Members noted their concerns about Committee of the Whole and Council discussing the minor variance when the Committee of Adjustments supported the minor variance as it met all of the necessary requirements. Members inquired if Council as a whole or a specific individual would appeal the decision to LPAT. Members suggested that the concern could be address under the current zoning bylaw review process by determining if a 5 foot side yard setback is sufficient. Members suggested that the area should only be for single family homes.

Members suggested that the zoning matter should be discussed at the Committee of the Whole - Community Development. It was noted that the zoning bylaw and official plan supports multi-residential for affordable housing. Committee discussed the grading and drainage of the property. It was noted that grading and drainage will be addressed at the building permit stage, with the storm sewer being directly on East St. Committee confirmed who was in attendance at the public meeting for the Committee of Adjustments.

## **7. Action/Information Items**

- a. Application for Severance - 1013 County Rd 21 - Dobbie Farms

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

That Committee recommend that Council recommend in favour of severance B-31-21 with the condition that the agricultural lot to be retained be rezoned to prohibit future residential uses.

Carried

- b. Application for Severance - 1102 County Rd 21 - Heusser

There was a brief discussion on historical severances and the number of severances permitted per property.

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

That Committee recommend that Council recommend in favour of severance B-22-21.

Carried

- c. Application for Site Plan Control - Johnstown Mini Storage

**Moved by:** S. Dillabough  
**Seconded by:** H. Cameron

That Committee recommend that Council adopt a bylaw to amend bylaw 2004-17, Site Plan Control Agreement for 2-8 Queen St, with the updated site plan for Schedule B, as attached.

Carried

d. 1st Quarter Building Report

Committee reviewed the report and highlighted the increased number of houses being built in the Township.

e. 1st Quarter Bylaw Report

Committee reviewed the report and discussed the information available through the dashboard report. There was a general discussion on clean yards violations in the Johnstown area.

**Moved by:** J. Hunter  
**Seconded by:** H. Cameron

That Committee received and reviewed items 7d) 1st Quarter Building Report and 7e) 1st Quarter Bylaw Report.

Carried

f. 1st Quarter Treasury & Reserve Report

Committee reviewed the report and confirmed that the Johnstown drainage costs incorporate the design work and possibly a portion of the construction project. Committee reviewed the reserve report and briefly discussed the reserve transfers that are effective as of December 31, 2020.

It was noted that Township staff, specifically the Tax Clerk, has helped to significantly reduce the tax arrears over the course of the year. There was a brief discussion on the number of properties in the tax registration and payment arrangement process.

g. 1st Quarter Budget Variance Report

Committee reviewed the report and noted that there is 80.57% of the budget remaining of the overall departmental operating expenses. Members sought clarification on the Spencerville arena expenses. It was noted that the ice was removed in January due to the provincial lockdown, with expenses attributed to hydro, sewer, employee wages, and the full year of insurance being paid. There was consensus of Committee that a

report be provided with the breakdown of expenses for the Spencerville arena. Members noted that the garbage bag revenue has decreased.

**Moved by:** H. Cameron

**Seconded by:** J. Bradley

That Committee received and reviewed items 7f) 1st Quarter Treasury & Reserve Report and 7g) 1st Quarter Budget Variance Report.

Carried

h. 2021 Tax Rates

Committee reviewed the report and inquired about the tax rate decrease for commercial/industrial properties. It was noted that the provincial government enacted regulation 400/98 to decrease the commercial/industrial property tax classes from 0.125 to 0.088 which results in a 13.39% decrease from the 2020 total tax rate of 2.637218. It was noted that, even with the reduced tax classes, the provincial government will supplement the school boards.

i. 2020 Water & Sewer Surplus/Deficit Reserve Transfers

Committee reviewed the report and it was noted that it is the first time that the Industrial Park wastewater reserve has been in a surplus position.

**Moved by:** J. Hunter

**Seconded by:** S. Dillabough

That Committee recommends that Council approve the transfers to and from the reserve fund account from operating account for the Water and Sewer Reserve funds as a result of 2020 surpluses and deficits in accordance with the table included herein

Carried

j. Electronic Participation During COVID19

Committee reviewed the report and noted that with the province declaring another emergency that Committees and Council can participate electronically. It was noted that not all citizen committee members may feel comfortable attending in person meetings during COVID-19. It was noted that the draft amendment provide flexibility in case any council/committee/staff member is ill or must self isolate. Members suggested that the amendment only be in place for 3 months instead of the recommended 6 months and may be extended by Council.

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

That Committee recommends that Council adopts the proposed procedural bylaw amendment to permit electronic participation for a 3 month period, ending on July 31, 2021, unless extended by Council.

Carried

k. Grader Replacement Options

Committee reviewed the report and discussed previous concerns raised about the Township graders and their operation. Committee discussed if both graders were necessary to maintain the current level of services provided to the Township, specifically on the gravel surface roads. It was noted that due to the amount of gravel roads in the Township, two graders are necessary at this time. Members suggested that it could be an opportunity for the Township to examine other possible options, such as contracting the work for the year. Members noted that in previous years Council dedicated more money towards transitioning gravel roads to surface treatment.

Members requested staff to prepare a report outlining an option for contracting the service. It was noted that the current report mentions contract services as an option, however it was not recommended by staff. Committee discussed the lifecycle of an average grader. Members noted that staff have brought forward reports with respect to grader replacements in the past, however they were not supported by Council. There was a brief discussion on utilizing Township funds to cover a portion of the cost of purchasing a new grader. The 2021 budget will need to be amended to fund either the contracting of grader work or the purchase of a new grader.

**Moved by:** J. Bradley

**Seconded by:** H. Cameron

That Committee recommends that the CAO and Director of Operations be requested to issue a tender which includes the grader and operator with maintenance and fuel for the specified number of hours for the remainder of 2021 and to bring back a report with in 30 days.

Carried

**8. Councillor Inquiries/Notices of Motion**

Councillor Dillabough inquired when the docks will be installed. It was noted that the water level is currently too low and that staff will need to determine an alternative method.

Councillor Cameron inquired about the dates for the brush/leaf pickup.



Councillor Cameron inquired if the Township was aware of why the OPP visited a neighbouring property.

**9. Mayor's Report**

Mayor Sayeau reported the following:

- SLCEDC is looking to amend the current agreement with municipalities which would reduce the notice period from 12 to 6 months, if a municipality no longer wished to be a part of the SLCEDC. Noted that Elizabethtown Kitley is now providing secretarial services to SLCEDC, with Mr. Morrison remaining as the SLCEDC Treasurer. Provided Committee with an example of a business plan that was provided to the Township of Leeds and the Thousand Islands. Requested the commissioner to provide the Township with at least one qualified lead for 2021.
- South Grenville Beacon will be publishing their paper every 2 weeks and requested the Township to support the endeavour with advertising.
- Municipalities required to submit framework for the OPP detachment model. Noted that the model proposed by the Solicitor General is based on one board per detachment. Noted that there is a zoom meeting to gain further information.

**10. Question Period**

None.

**Moved by:** T. Deschamps

**Seconded by:** H. Cameron

That Committee extend beyond the 10:00 p.m. curfew.

Carried

**11. Closed Session**

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

That Committee proceeds into closed session at 9:53 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Land Bank/Job Site Challenge and Minutes of Closed Session dated March 8, 2021
- Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Employee Short Term Leave

Carried

- a. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Land Bank/Job Site Challenge and Minutes of Closed Session dated March 8, 2021
- b. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Employee Short Term Leave and CAO

**Moved by:** J. Hunter

**Seconded by:** T. Deschamps

That the closed meeting of Committee does now adjourn and the open meeting does now resume at 11:09 p.m.

Carried

## 12. Report Out of Closed Session

Mayor Sayeau reported that Committee reviewed the minutes of March 8, 2021, received a briefing with respect to the Edwardsburgh Land Bank negotiations, and discussed matters regarding specific employees.

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

That Committee receives and approves the closed session minutes dated March 8, 2021.

Carried

## 13. Adjournment

**Moved by:** H. Cameron

**Seconded by:** S. Dillabough

That Committee does now adjourn at 11:11 p.m.

Carried

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Chair

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Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**PUBLIC WORKS/ENVIRONMENTAL SERVICES/FACILITIES**

**Monday, April 19, 2021, 6:30 PM**  
**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

**PRESENT:** Councillor Hugh Cameron  
Mayor Pat Sayeau  
Deputy Mayor Tory Deschamps  
Councillor Stephen Dillabough  
Councillor John Hunter  
John Bush, Advisory Member  
Mark Packwood, Advisory Member

**STAFF:** Dave Grant, CAO  
Rebecca Williams, Clerk  
Gord Shaw, Director of Operations  
Mike Spencer, Manager of Parks, Recreation & Facilities  
Brian Moore, Fire Chief

**1. Call to Order – Chair, Councillor Cameron**

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

**2. Approval of Agenda**

**Moved by:** Councillor Hunter

**Seconded by:** Deputy Mayor Deschamps

That the agenda be approved as presented.

Carried

**3. Disclosure of Pecuniary Interest & the General Nature Thereof**

None.

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

None.

**5. Delegations and Presentations**

- a. Greenfield Global - Site Plan Control - Brendan Bland

Mr. Bland, Plant Manager for the Greenfield Global Johnstown facility, outlined the company's core values and the new VHQ (very high quality) ethanol project which will expand the facility and enable Greenfield to produce ethanol that is free of impurities and can be used in the following applications: sanitizers and cleaners, pharmaceuticals manufacturing, medical grade applications, and food and beverage applications. Mr. Bland noted that the project represents a \$105 million investment in the Greenfield Johnstown site and will result in an additional 20 new employees. It was noted that the rail and tank farm portion of the project is planned to be commissioned in September 2021 with the remaining portion of the project planned for March 2022.

Mr. Bland provided a detailed outline of the scope of work proposed and noted that it may impact their draw of water from the Township pumping station. There was a brief discussion on the pipe and pumping station capacity and how it may impact the Job Site Challenge if there is no water capacity available. Mr. Bland noted that an additional pump may need to be installed at the pumping station. Committee thanked Mr. Bland for the presentation and information.

## **6. Discussion Items**

### **a. Regional Fire Services Review**

Committee reviewed the information and it was noted that there have been discussions at County Council with respect to the fire services report. It was noted that the item will be further discussed under item 7e.

### **b. OPP Detachment Framework**

It was noted that there will be a zoom meeting amongst the 5 municipalities within the Grenville detachment area to discuss the new OPP detachment framework. It was noted that there has been a difference of opinions with certain municipalities wanting a North Grenville detachment and South Grenville detachment, however the Solicitor General has indicated that there will be only one board per detachment area. It was suggested that the municipalities must now band toward and speak as one voice, otherwise the Solicitor General will force the municipalities to join the boards.

### **c. Council of Akwesasne - Transfer of Adams (Prison) Island**

Committee reviewed the information and the draft letter authored by the Mayor was read. Members noted that the Council of the Akwesasne is willing to listen to our municipal concerns. Members suggested that the island has some development opportunities and it would have been beneficial if the Township would have been offered the island. There was a brief discussion on the ownership transition between Ontario Power Generation and the Akwesasne. It was noted that the letter indicated that it is in the proposal phase.

## 7. Action/Information Items

### a. Greenfield Global Site Plan Control

Members noted that Greenfield has proposed a very large project with a very tight timeline for completion, resulting in a staged approval approached by the Township. It was noted that the amendment to the site plan control agreement will be brought back to Council for approval in the future.

**Moved by:** Mayor Sayeau

**Seconded by:** Councillor Dillabough

That Committee recommend that Council, by resolution, allow construction to proceed at the Greenfield Global site as approved by staff, in order to meet Greenfield's timelines for each phase of development due to the urgent need for alcohol-based products; and that the amended site plan be brought back to Council for final approval once all components have been approved by staff.

Carried

### b. 1st Quarter Fire Report

Committee reviewed the report and briefly discussed the phase 2 environmental report and testing being completed for Station 2. There was a general discussion on the County wide fire ban in effect. It was noted that the Fire Chiefs have taken the County wide approach to provide consistent public messaging, however, each municipality may manage fire bans as they see fit. Committee briefly discussed the cause and value of specific fires during the quarter. Members inquired about the maximum number of firefighters per station. It was noted that there is no set maximum number, however, the department expects a few members to retire in the coming year, which will level out the rosters. Members noted that a portion of the calls for assistance not required and cancelled on route were related to Highway 401/416 calls.

### c. 1st Quarter Operations Report

Committee reviewed the report and discussed how the infiltration from the spring thaw is impacting the total flow for the month of March. It was noted that studies could be completed to identify infiltration areas, however due to the aging clay pipe infrastructure, infiltration will continue to impact the system. It was suggested that if additional budget money were dedicated then additional clay pipes could be relined and/or replaced to help reduce infiltration.

Members highlighted the current monthly flow for the Windmill pumping station and noted that Committee would need to monitor the capacity, especially if Greenfield Global intends to increase capacity demand.

Committee briefly discussed what is considered a service request for operations. Members confirmed that 2-3 vehicles are permitted in the transfer station at a time due to ongoing COVID restrictions. Members confirmed that the cctv completed on Connell Rd confirmed that relining works was required as part of the project.

d. 1st Quarter Facility Maintenance Report

It was noted that Ms. Flay, Recreation/Facilities employee, recently retired from the Township after 10 years of service.

Committee reviewed the report and discussed how the recreation/facilities department utilizes the service request/work order system in a different way to assign work tasks to employees. There was a brief discussion on the replacement of lights at the Johnstown baseball diamond and Members confirmed that the new lights are LED. Members confirmed that maintenance on the zamboni is completed in house. It was noted that maintenance that is completed in house is considered a service request, while work that is contracted out is sent as a work order.

**Moved by:** Mayor Sayeau

**Seconded by:** Councillor Hunter

That Committee received and reviewed items 7b) 1st Quarter Fire Report, 7c) 1st Quarter Operations Report, and 7d) 1st Quarter Facility Maintenance Report.

Carried

e. Regional Fire Services Review

Committee was provided an overview of the report which highlighted the 4 main courses of action and the outcomes and objectives that were outlined in the fire services review. It was noted that the Fire Chiefs group believe that additional concepts warrant further investigation which could be explored by the Chiefs. Members highlighted 2 possible courses: 1. if the UCLG County Council agrees then a task force may be created and the Township should nominate the Township CAO and Fire Chief as representatives on the task force; and 2. agrees with the staff report that the Fire Chiefs group should be given the opportunity to explore options before creating a task force.

Members supported the idea of allowing the Fire Chief to explore and review possible options before a task force is created. Members commented on the fire services review report, noting that a top heavy structure would potentially be costly to the tax payers. Members suggested that there could be a joint effort from multiple municipalities to share the access of equipment and vehicles rather than each fire

department requiring the newest equipment/vehicle. It was noted that fire departments should focus on more fire prevention efforts which may help in reducing fires and the need for redundant equipment.

It was suggested that the review could be internally driven by the Fire Chiefs, where they could develop a timeline and work plan so that key areas to take away from the report are advanced. It was suggested that Council provide the Fire Chief with 6 months to collaborate with other municipal Fire Chiefs to review and draft recommendations in the report for Council review.

Members suggested that the Fire Chief and CAO draft a resolution for the April Council meeting indicating that Council supports the initiative of a Fire Chiefs driven review, and if not, then the Fire Chief and CAO be nominated to be appointed to the task force.

f. Connell Road Easement Agreement

**Moved by:** Councillor Hunter

**Seconded by:** Councillor Dillabough

That Committee recommends that Council enter into an easement agreement with Dave Stevens and Shelley Adams at 7241 Connell Rd and authorize the Mayor and CAO to execute the easement agreement.

Carried

g. Schneider Electric Support & Service Agreement

**Moved by:** Mayor Sayeau

**Seconded by:** Deputy Mayor Deschamps

That Committee recommends that Council enter into a 3-year renewal of the Support and Services agreement with Schneider Electric from May 1, 2021 to April 30, 2024 at a total cost of \$94,694.00 plus the non-rebated portion of HST and authorize staff to execute the agreement.

Carried

h. Waterfront Canteen Reopening

Committee reviewed the report and members suggested extending the hours of operation during weekdays due to additional people visiting the area over the past year. Members noted that, if necessary, the Township could use money from the reserve to cover the additional costs associated with extending hours. Members debated if the Township should open the canteen as currently planned, monitor the sales, and determine if there is a demand for more hours or extend the hours on Thursday and Friday. Members highlighted that any additional hours of operation would impact budget.

Members suggested that hours of operation could be advertised via social media to let the public know if the Township has fluctuating hours. Members noted their concerns with spending additional tax dollars due to the Cardinal area already having a number of restaurants which the Township should not try to compete with, as well as the concern that the canteens revenue does not offset the expenses.

Members suggested the concept of assisting local businesses by purchasing additional menu items, such as pizza, which could then be resold at the canteen. It was noted that the Township did a trial run previously of purchasing pizzas from local businesses that were sold at the arena, however the Township lost money on the project.

Committee discussed the concept of canvassing the local businesses to see if any would be interested in operating the canteen. Members noted that not many businesses would be interested once they reviewed the yearly revenue and expenses along with requiring a very strict operating agreement. Members requested that a report be prepared to review a business plan for extending hours of operating for the following options: Wednesday to Friday, and Thursday to Friday.

**Moved by:** Councillor Dillabough

**Seconded by:** Deputy Mayor Deschamps

That Committee requested that staff prepare a business plan report for the May Committee of the Whole - PW/ES/F meeting to extend the hours of operation at the Cardinal Canteen, with the following options:

1. Extending hours of operation from Wednesday to Friday; and
2. Extending hours of operation from Thursday to Friday.

Carried

## **8. Councillor Inquiries/Notices of Motion**

Mayor Sayeau noted that he will be preparing a notice of motion for Council with respect to a Ministerial Zoning Order for the Edwardsburgh Land Bank.

Councillor Cameron inquired if council members should receive a letter from the Township as proof that they are required to travel from their homes during the stay at home orders. It was noted that all council members were previously provided a letter.

## **9. Mayor's Report**

Mayor Sayeau reported the following:

- Attending a zoom meeting on April 23 with Premier Ford and all Mayors in Ontario



- Township of Leeds and the Thousand Islands, Mayor Smith-Gatcke declared a state of emergency in an effort to support the stay at home orders and reduce travel across the border

**10. Question Period**

None.

**11. Closed Session**

**Moved by:** Councillor Hunter

**Seconded by:** Deputy Mayor Deschamps

That Committee proceeds into closed session at 8:52 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Land Bank/Job Site Challenge

Carried

**12. Report Out of Closed Session**

Councillor Cameron reported that Committee discussed ongoing negotiations for the potential acquisition of the Edwardsburgh Land Bank.

**Moved by:** Councillor Dillabough

**Seconded by:** Mayor Sayeau

That the closed meeting of Committee does now adjourn and the open meeting does now resume of 9:28 p.m.

Carried

**13. Adjournment**

**Moved by:** Deputy Mayor Deschamps

**Seconded by:** Councillor Hunter

That Committee does now adjourn at 9:30 p.m.

Carried

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Chair

---

Clerk

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council awards the Community Grants & Donations as follows for the 2021 program, as recommended by Committee of the Whole – Administration & Finance.

Organization	Grant & Donation	In-kind
Spencerville English Country Dance Club	\$0	In-kind
Grenville County Historical Society	\$500	
Friends of Windmill Point	\$990	
Spencerville Mill Foundation	\$500	In-kind
Spencerville Agricultural Society	\$1,000	
Upper Canada Folkfest	\$1,500	In-kind
South Edwardsburgh Public School Council	\$500	
Prescott Figure Skating Club	\$1,000	
Spencerville Scouting Group	\$500	In-kind
Girls Inc. of Upper Canada	\$500	
Centennial '67 Public School Parent Council	\$500	
Connect Youth Inc.	\$1,000	
Food For All Food Bank	\$1,000	In-kind
RNJ Youth Services	\$0	
South Edwardsburgh Recreation Association	\$500	In-kind
Spencerville TNR	\$0	
Friends of the EC Library Spencerville Branch	\$0	In-kind
Johnstown ATV Club	\$0	
Groveton Loyal Orange Lodge	\$0	
<b>TOTAL</b>	<b>\$9,990.00</b>	

☐ Carried   ☐ Defeated   ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council recommend in favour of severance B-31-21 with the condition that the agricultural lot to be retained be rezoned to prohibit future residential uses, as recommended by the Committee of the Whole – Administration & Finance.

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

**Committee:** Committee of the Whole – Administration and Finance

**Date:** April 12, 2021

**Department:** Community Development

**Topic:** Application for Severance, 1013 County Rd 21 (Dobbie Farms Inc.)

**Purpose:** To review an application to sever a lot with a dwelling deemed surplus to an agricultural operation at 1013 County Rd 21.

**Background:** Dobbie Farms Inc. owns 113.5 acres of land at 1013 County Rd 21. The land is part of an Agricultural operation and is also home to a dwelling and storage shed accessory to the residential use. The surrounding uses to this land are agricultural. The County has received an application proposing a severance of 3.5 acres including the dwelling and accessory shed, which is deemed surplus to the remaining 110 acre agricultural operation.

**Policy Implications:** The subject land is designated Agricultural Policy Area in the Township's official plan and zoned Agricultural in the zoning bylaw. Severances in the Agricultural Policy Area may be permitted when dwellings are made surplus to the needs of the agricultural operation.

The Township's official plan has the following statement:

*3.5.3.2 The creation of new residential building lots in the Agricultural Resource Policy Area shall not be permitted. Lot creation is permitted for the following uses only, and subject to the following provisions:*

*3. New lots for existing dwellings that are surplus to a farming operation as a result of farm consolidation, subject to the following conditions:*

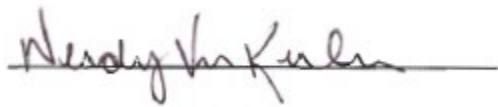
- The retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;*
- The new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*
- The surplus dwelling will be zoned to recognize the non-farm residential use, as required.*

A zoning bylaw amendment will be required to prohibit the construction of any additional dwellings on the agricultural parcel. The minimum size for a residential lot in the Agricultural zone is 2.47 acres. Efforts were made to reduce the size of the severed

parcel and keep as much land as possible with the Agricultural lot. However; the application requests the residential land remain at 3.5 acres as the length and location of the driveway does not allow a smaller parcel. The single detached dwelling on the severed parcel is permitted in the agricultural zone.

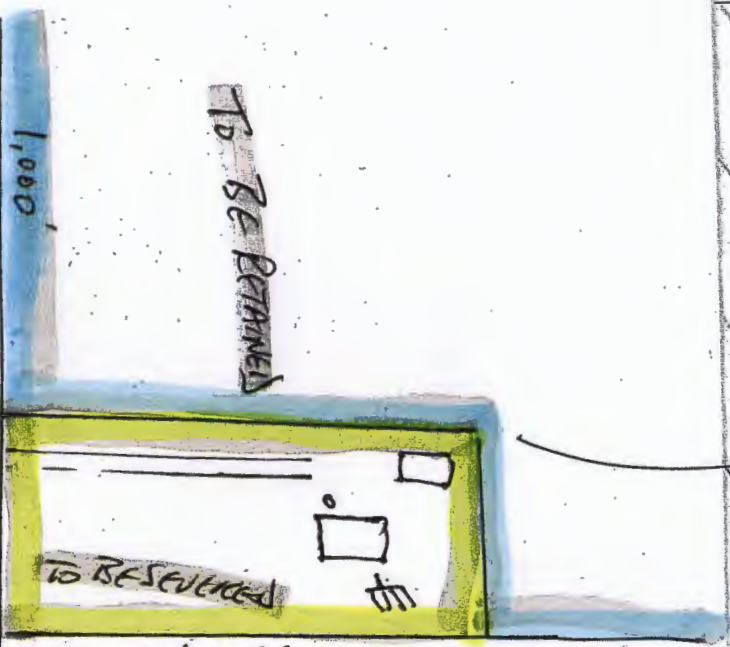
**Financial Considerations:** The applicant has remitted the required fee for severance to the municipality.

**Recommendation:** That Committee recommend that Council recommend in favour of severance B-31-21 with the condition that the agricultural lot to be retained be rezoned to prohibit future residential uses.

A handwritten signature in dark ink, appearing to read "Nereyda K. K. K.", is written over a horizontal line.

Community Development Coordinator

County Rd. 21



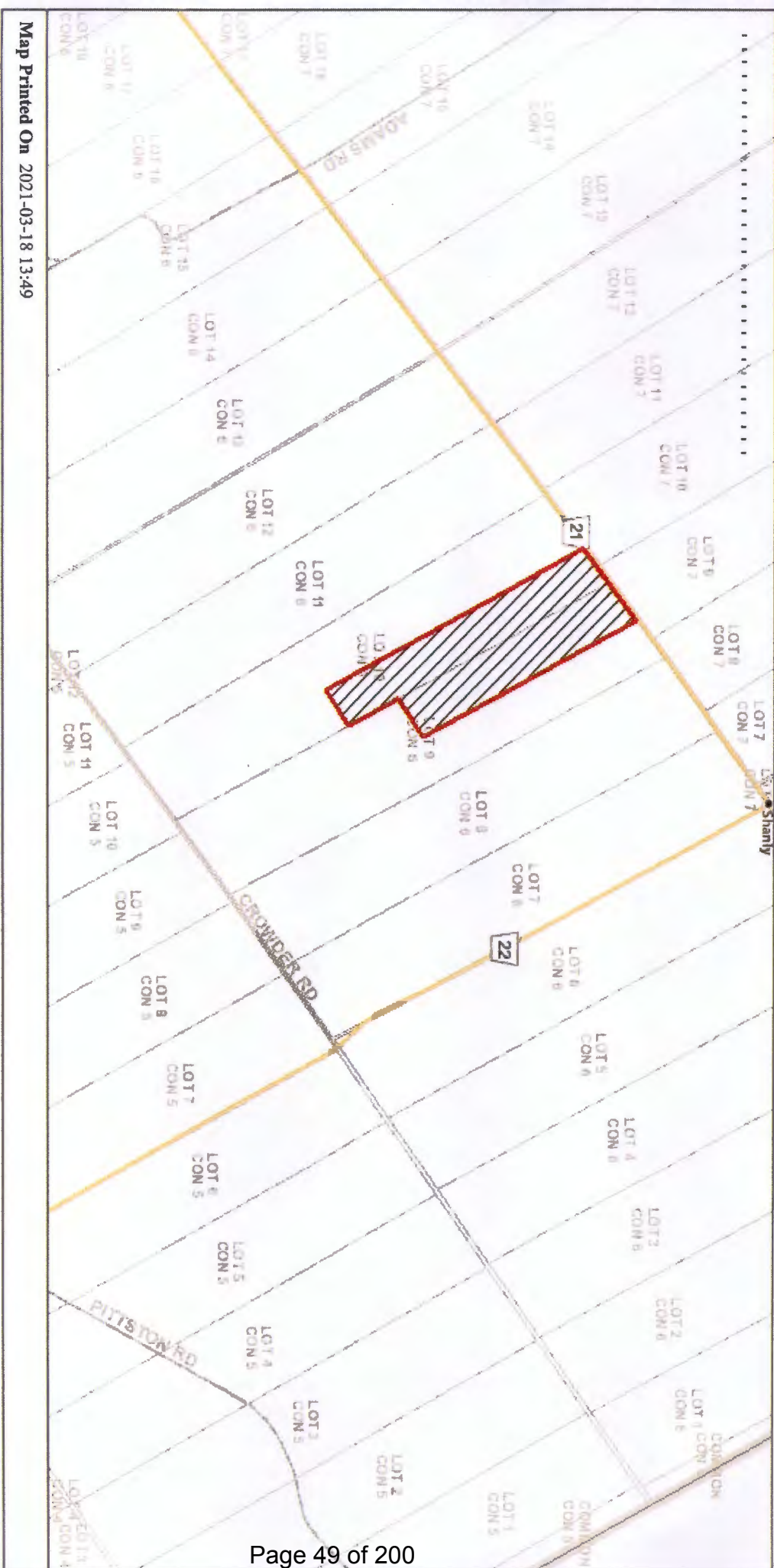
Severed  
Retained







**B-31-21 DOBBIE FARMS INC SEVERANCE**  
Township of Edwardsburgh Cardinal

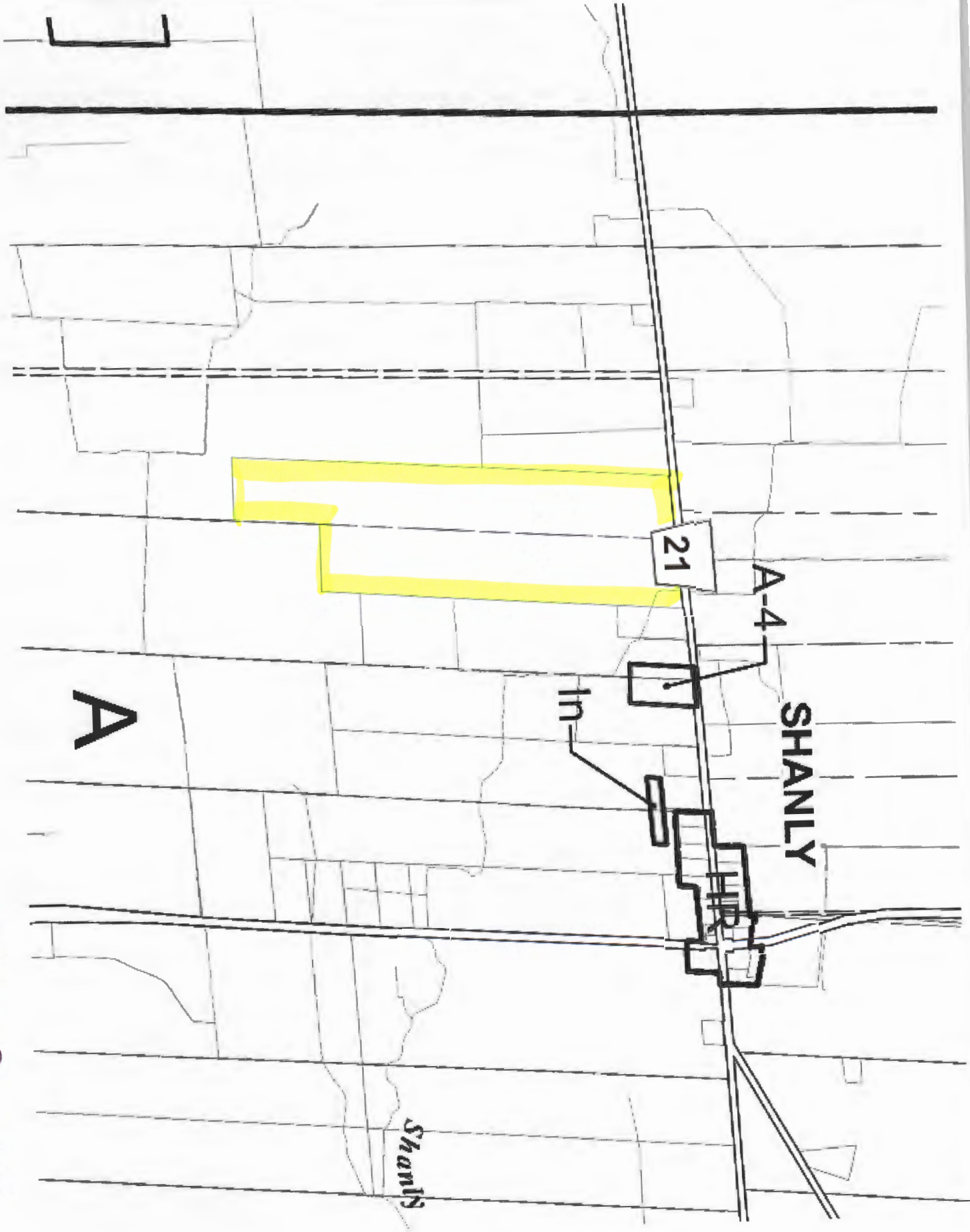


Map Printed On 2021-03-18 13:49

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Excerpt from Zoning Map  
2012-35, Schedule A.





# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council recommend in favour of severance B-22-21, as recommended by the Committee of the Whole – Administration & Finance.

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

**TOWNSHIP OF EDWARDSBURGH CARDINAL**  
**ACTION ITEM**

**Committee:** Committee of the Whole – Administration and Finance

**Date:** April 12, 2021

**Department:** Community Development

**Topic:** Application for Severance, 1102 County Rd 21 (Heusser)

**Purpose:** To review an application to sever an agricultural lot.

**Background:** The Township has received an application for severance at 1102 County Rd 21 from agent Peter Heusser, on behalf of the Estate of Dale Ronald Heusser. The application proposes to sever 40 hectares of land from the 83 hectare lot. The retained parcel is home to a single detached dwelling, shop and 3 hay storage buildings accessory to the current agricultural use. The severed land is vacant, except for tile drains covering most of the land. The applicant notes that the Estate Trustees are planning to sell the severed agricultural lot so the estate can be settled as per the owner's Will and all land can continue to be farmed.

**Policy Implications:** The subject land is designated Agricultural Policy Area in the Township's official plan and zoned Agricultural in the zoning bylaw. Severances in the Agricultural Policy Area may be permitted for agricultural uses where the size of the lots is appropriate for this use.

The Township's official plan has the following statement:

*3.5.3.2 The creation of new residential building lots in the Agricultural Resource Policy Area shall not be permitted. Lot creation is permitted for the following uses only, and subject to the following provisions:*

*1. New lots for agricultural uses shall be of a size appropriate to the type of agriculture common in the area and to allow flexibility for future changes to the type of the agricultural operation. In general, lots shall be a minimum of 40 hectares in area.*

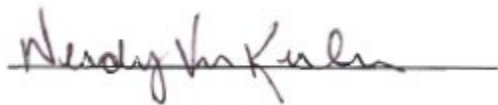
Both the severed and retained parcel meet the minimum lot size of 40ha provided in the official plan. The size, frontage and setbacks are also consistent with the policies in the zoning bylaw.

There is a nearby livestock facility as part of a dairy farming operation, which triggers Minimum Distance Separation calculations based on the guidelines from the Ministry of

Agriculture, Food and Rural Affairs. The required distance from the facility to the severed lot is 302m, and the actual distance is 332m. The required distance from the manure storage is 372m, and the actual distance is 375m. It is Staff's opinion that the proposed severance meets the required setbacks for Minimum Distance Separation.

**Financial Considerations:** The applicant has remitted the required fee for severance to the municipality.

**Recommendation:** That Committee recommend that Council recommend in favour of severance B-22-21.

A handwritten signature in dark ink, appearing to read "Nerdy Van Kester", is written over a horizontal line.

Community Development Coordinator

$\uparrow N$ 

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## AGRICULTURE

1006  
m

Hay storage

Shop

House

Garage

House

Garage

Page 54 of 200

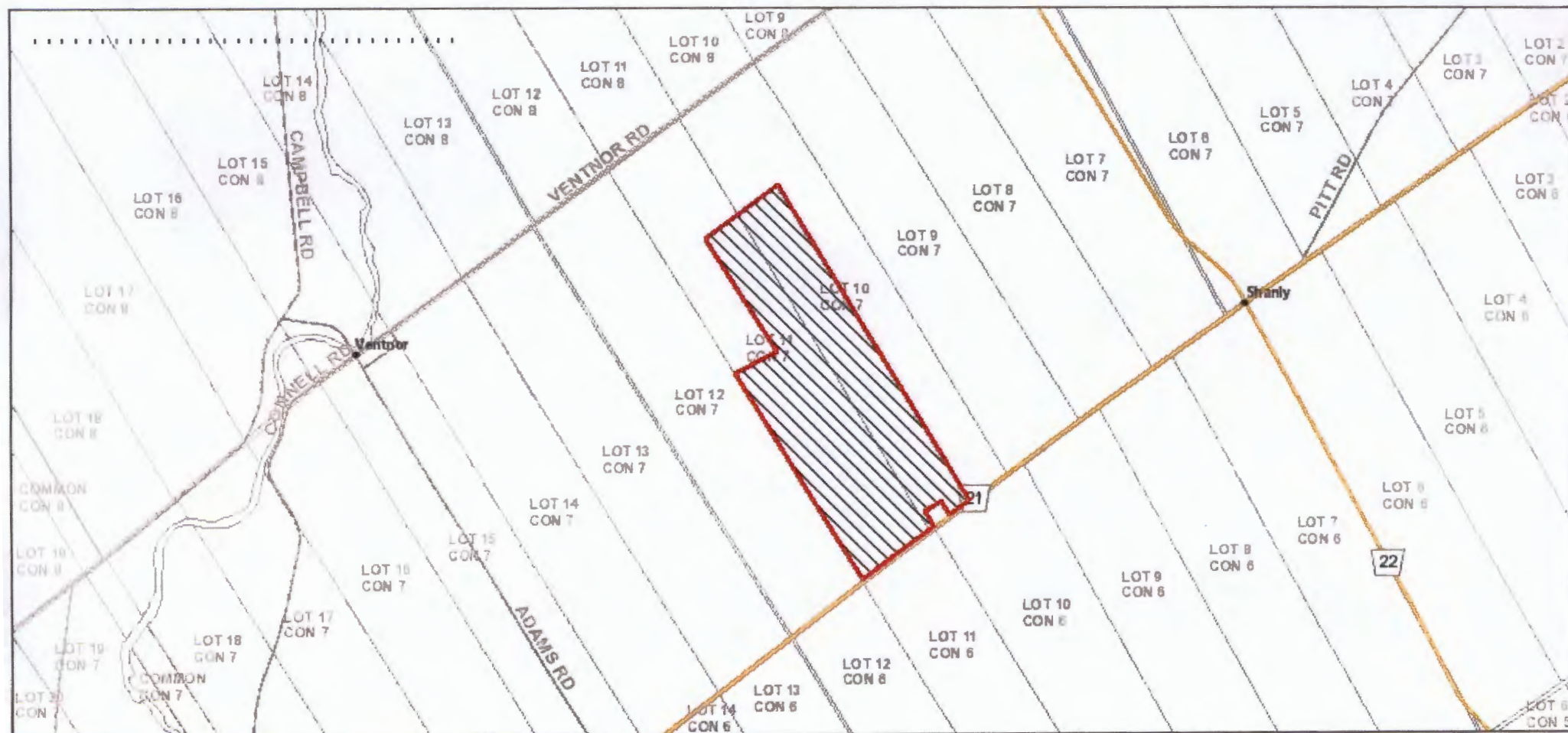
County Road 21

704

→ 84 ✓

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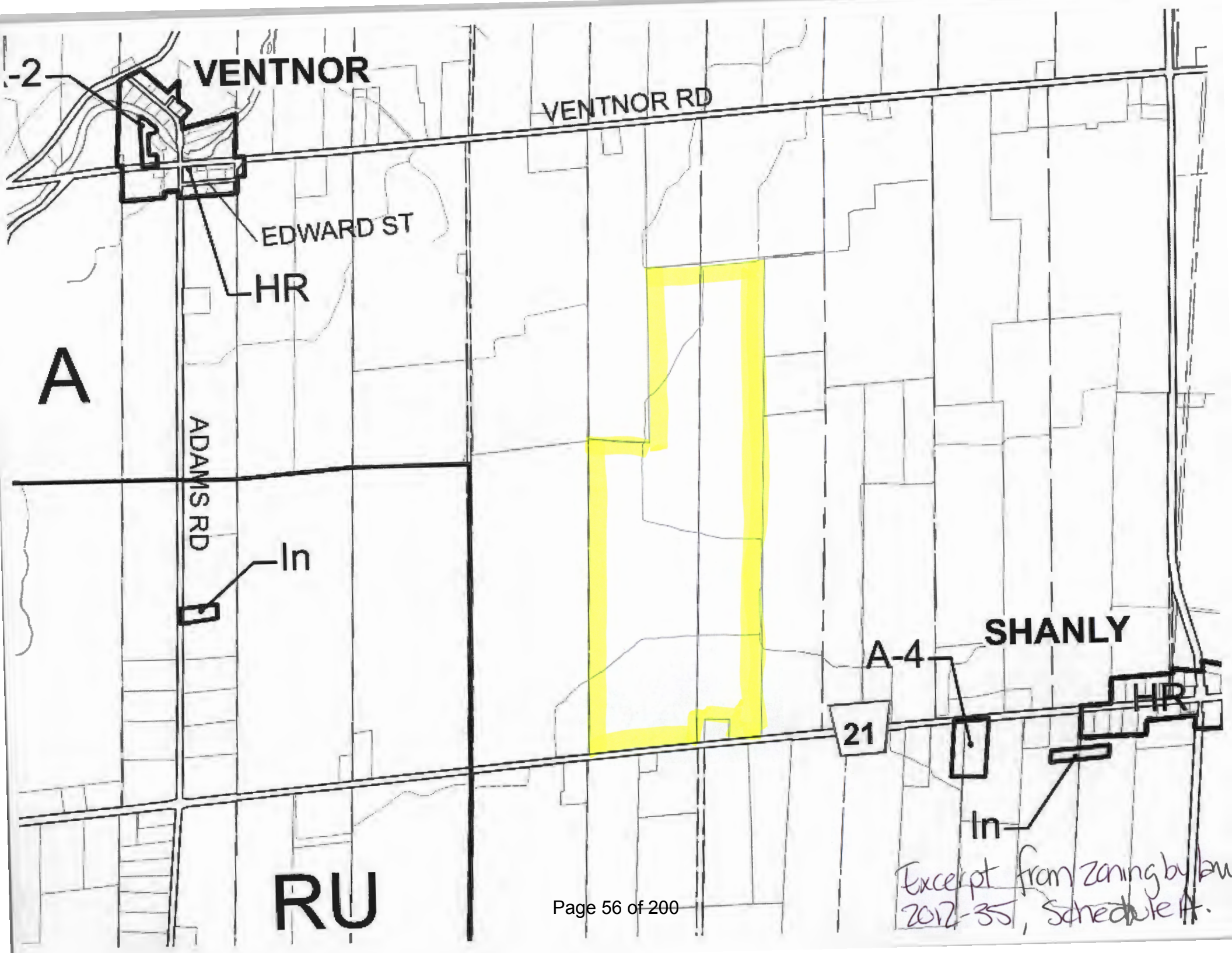




Map Printed On 2021-03-03 09:47

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-2

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Excerpt from zoning by law  
2012-35, Schedule A.





## Minimum Distance Separation I

Worksheet 1

Prepared By: Wendy Van Keulen, Community Development Coordinator, Township of Edwardsburgh Ca

**Description:** Peter Heusser AG severance  
**Application Date:** ~~Friday, February 12, 2021~~ **TRD**  
**Municipal File Number:** 1102 County Rd 21  
**Proposed Application:** Lot creation for an agricultural use (e.g. farm split)  
Type A Land Use

### Applicant Contact Information

Peter Heusser  
Estate of Dale Heusser  
1102 County Rd 21  
Spencerville, ON, Canada K0E 1X0  
Phone #1: 613.802.1958  
Email: peterheusser@live.com

### Location of Subject Lands

United Counties of Leeds and Grenville, Township of Edwardsburgh/Cardinal  
EDWARDSBURGH, Concession: 7, Lot: 10  
Roll Number: 070170103514500

**Calculation Name:** **Farm 1**

**Description:**

### Farm Contact Information

Mark Morbrook  
Two to Tango Farms Inc.  
1221 County Rd 21  
Spencerville, ON, Canada K0E 1X0  
Phone #1: 226.802.1774

### Location of existing livestock facility or anaerobic digester

United Counties of Leeds and Grenville, Township of  
Edwardsburgh/Cardinal  
EDWARDSBURGH, Concession: 6, Lot: 12  
Roll Number: 070170103509300  
Total Lot Size: 65 ha

The barn area is an estimate only and is intended to provide users with an indication of whether the number of livestock entered is reasonable.

Manure Type	Type of Livestock/Manure	Existing Maximum Number	Existing Maximum Number (NU)	Estimated Livestock Barn Area
Liquid	Dairy, Milking-age Cows (dry or milking) Large Frame (545 - 658 kg) (eg. Holsteins), 3 Row Free Stall	70	100.0	683 m <sup>2</sup>
Solid	Dairy, Heifers Large Frame (182 - 545 kg) (eg. Holsteins), Deep Bedded	45	22.5	293 m <sup>2</sup>
Solid	Dairy, Calves Large Frame (45 - 182 kg) (eg. Holsteins)	25	4.2	81 m <sup>2</sup>

**Existing Manure Storage:** M1. Liquid, outside, no cover, straight-walled storage

**Design Capacity (NU):** 126.7

**Potential Design Capacity (NU):** 380.0

Factor A (Odour Potential)	Factor B (Size)	Factor D (Manure Type)	Factor E (Encroaching Land Use)	Building Base Distance F' (minimum distance from livestock barn)	(actual distance from livestock barn)
0.7	X 503.81	X 0.78	X 1.1	= 302 m (991 ft)	332 m (1089 ft)
Storage Base Distance 'S'					
(minimum distance from manure storage)					(actual distance from manure storage)
372 m (1220 ft)					375 m (1230 ft)

### Preparer Information

Wendy Van Keulen  
Community Development Coordinator  
Township of Edwardsburgh Cardinal  
18 Centre St  
PO Box 129  
Spencerville, ON, Canada K0E 1X0  
Phone #1: 613.658.3055  
Email: wvankeulen@twpec.ca

Signature of Preparer:

Wendy Van Keulen, Community Development Coordinator

Date:

**Feb 12, 2021**

### NOTE TO THE USER:

The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has developed this software program for distribution and use with the Minimum Distance Separation (MDS) Formulae as a public service to assist farmers, consultants, and the general public. This version of the software distributed by OMAFRA will be considered to be the official version for purposes of calculating MDS. OMAFRA is not responsible for errors due to inaccurate or incorrect data or information; mistakes in calculation; errors arising out of modification of the software, or errors arising out of incorrect inputting of data. All data and calculations should be verified before use.  
AgriSuite 3.4.0.18 Page 57 of 200 Date Prepared: Feb 12, 2021 11:24 AM 201831

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

COPY

THAT Municipal Council approve the transfers to and from the reserve fund account from operating account for the Water and Sewer Reserve funds as a result of 2020 surpluses and deficits in accordance with the below table, as recommended by Committee of the Whole – Administration & Finance.

G/L Account #	Reserve Fund Name	Balance prior to Year End adjustment	Adjustment Reason	Amount of Adjustment	Adjusted Year End Balance of Reserve Fund
98-3803	Industrial Park Wastewater	\$27,894.54	<b>Add:</b> operating surplus	\$3,811.14	\$31,705.68
98-3804	Industrial Park Water	\$89,186.75	<b>Add:</b> operating surplus	\$17,891.83	\$107,078.58
98-3806	Spencerville Wastewater	\$281,883.12	<b>Add:</b> operating surplus	\$5,829.43	\$287,712.55
98-3808	Cardinal Wastewater	\$273,200.58	<b>Subtract:</b> budgeted transfer for capital	(\$48,040.97)	\$225,159.61
98-3811	Cardinal Water	\$603,719.00	<b>Add:</b> operating surplus + budgeted transfer	\$171,389.31	\$775,108.31
	<b>Net Total Adjustments</b>			<b>\$150,880.74</b>	

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
<b>TOTAL</b>		



# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council allow construction to proceed at the Greenfield Global Johnstown site as approved by staff, in order to meet Greenfield's timelines for each phase of development due to the urgent need for alcohol-based products; and that the amended site plan be brought back to Council for final approval once all components have been approved by staff, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

WHEREAS the Township of Edwardsburgh Cardinal received and reviewed the Regional Fire Services Report at the April 19, 2021 Committee of the Whole – Public Works, Environmental Services and Facilities; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal recognize that the Fire Chiefs of Leeds and Grenville are best positioned to champion and further some of the recommendations contained within the report.

NOW THEREFORE IT BE RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal prior to endorsing the establishment of a new Fire Services Task Force directs the Fire Chief to explore opportunities with the other Fire Chiefs of Leeds and Grenville in the areas of fire prevention/education, joint procurement, training/certification and standardizing of equipment and procedures; and report back to municipal council by October 25, 2021 on any agreed upon areas that could be advanced toward an improved public fire protection model.

AND FURTHER THAT if there is consensus by all the municipalities within Leeds and Grenville to establish a Fire Services Task Force then the Council of the Corporation of the Township of Edwardsburgh Cardinal would nominate Fire Chief, Brian Moore, and Chief Administrative Officer, David Grant, as representatives on the Task Force.

☐ Carried    ☐ Defeated    ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council enter into a 3-year renewal of the Support and Services agreement with Schneider Electric from May 1, 2021 to April 30, 2024 at a total cost of \$94,694.00 plus the non-rebated portion of HST and authorize staff to execute the agreement, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

Proposal to:

# Township of Edwardsburgh/Cardinal

Cardinal, Ontario, Canada

---

## Customer FIRST Support and Services Proposal: Premium Level

### System: Foxboro IA

**ISSUED BY** : Schneider Electric Systems Canada, Inc.  
**ISSUED DATE** : March 10, 2021  
**SE REF.** : OP-200904-10018764  
**PROPOSAL NO.** : QLK-2103-5450225  
**REV. NO.** : 0  
**VALIDITY DATE** : 30

#### SCHNEIDER ELECTRIC CONTACTS:

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Title: Client Sales Executive

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Product Sales Executive (PSE)

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Title: Sr Product Sales Account Executive

Mobile: +1 514 984 9739

E-mail: [serge.legris@se.com](mailto:serge.legris@se.com)

***Please Submit Purchase Orders and Tax-Exempt Certificate to:***

Schneider Electric Systems Canada, Inc.  
Attn: Order Management  
4 Lake Street,  
Dollard-des-Ormeaux  
Quebec, H9B 3H9  
Fax: 888-820-6558 Attn: Order Management  
E-mail: [processautomation.ca@schneider-electric.com](mailto:processautomation.ca@schneider-electric.com)

*Please ensure your Purchase Order includes the following information:*

- *Authorized signature and date.*
- *Ship To Address*
- *Invoice Address*

*The Schneider Electric Proposal Number QLK-2103-5450225, Rev. 0 terms and conditions will govern and supersede – any terms provided by Purchaser.*

***Please Remit to:***

Schneider Electric Systems Canada Inc.  
P.O.Box 15618, Station A  
Toronto, Ontario  
M5W 1C1 Canada  
E: [Norman.Simpson@schneider-electric.com](mailto:Norman.Simpson@schneider-electric.com)

JP Morgan Chase Bank N.A. Toronto Branch  
Bank.No 270  
Transit # 00012  
Account # 4000010777 (CAD & other Currency)  
Account # 4000014043 (USD)  
Email advises to: [eft@schneider-electric.com](mailto:eft@schneider-electric.com)

***Proprietary Disclaimer:***

*This proposal contains technical and business information that is confidential and proprietary to Schneider Electric. It is provided to the customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Schneider Electric.*

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## 1. EXECUTIVE SUMMARY

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The Customer FIRST Support and Services Program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from Schneider Electric's EcoStruxure™ Foxboro DCS and EcoStruxure™ Triconex Safety Systems. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help you effectively utilize our applications, systems, services and solutions.

Schneider Electric's globally situated support and service teams are uniquely qualified to deliver the high-quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Schneider Electric systems from the potential of catastrophic loss.

The Customer FIRST Program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, we can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance.

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## 2. PROPOSAL SCOPE

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The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support, onsite corrective support, product lifecycle assessment, and more. Discounts on value-add services are offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements that you anticipate encountering during the coverage timeframe of your Agreement.

Offered in the form of an annual or multi-year agreement that can be renewed for continued coverage, your Customer FIRST Support and Services Agreement serves as the foundation of a lasting service relationship that is predicated upon your success with using our technology.

### 2.1 CUSTOMER FIRST PROGRAM – INTRODUCTION

The Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

### 2.2 CUSTOMER FIRST PROGRAM – PREMIUM LEVEL

The Premium level of the Customer FIRST Support and Services program is designed for a high level of support availability, including 24/7 emergency support, and responsiveness augmented by additional services designed to empower your business. The Premium program level provides a comprehensive support and services package that includes expert technical support from skilled Schneider Electric resources, and priority en route response commitment for on-site corrective assistance. Your business will keep pace with the latest advancements in EcoStruxure™ Foxboro DCS products and solutions with access to the latest software version upgrades and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits and accelerated shipment of material are provided. Flexible payment options are available for purchase of labor-based services, material-based services and training.



### 3. CUSTOMER FIRST FEATURES SUMMARY

#### 3.1 CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

January 2021



Included Services	Premium
<b>Core Support and Services</b>	
Technical Support Access	24/7
Global Customer Support Website Access	Y
EcoStruxure™ Facility Expert Mobile App	Y
Preventive Maintenance Site Visits (per year)	2
En route Response Commitment for Billable Onsite Corrective Assistance*	24 hours
Software Maintenance Releases, Service Packs, Patches and Updates	Y
Lifecycle Assessment and Upgrade Planning Roadmap	Y
Support Usage and Summary Report	Y
Module Exchange Program	Y
Software Version Upgrades and Revisions**	Y
System Asset Viewer	Y
Customer FIRST Program Review (per year)	1
<b>Services and Material Discounts</b>	
Advantage Discount Program	50%
Site Support Services	10%
Digital Learning Services***	15%
Classic Learning Services***	12%

MEP Parts	43%
Consulting Services	10%
Spares	10%
Test and Offline Development System Licenses	50%

**Optional Services**

	<b>Premium</b>
Flexible Funding – Services Fund	\$6,000 / Year
Flexible Funding – Material Fund	\$1,500 / Year

† Additional conditions apply. Your sales person can advise you.

\* where available

\*\* exclude labor and hardware, additional conditions apply.

\*\*\* All discounts on current List Price only. Certification courses not included.

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## 4. AGREEMENT CONTENT

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### 4.1 CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

#### 4.1.1 Premium Level – Included Services

##### 4.1.1.1 Core Support and Services

###### **Technical Support Access**

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers and locally-based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

*Note: Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.*

Premium level: 24 hours per day, 7 days per week (24/7)

###### **Global Customer Support Website Access**

Schneider Electric makes available its extensive knowledgebase of technical user documentation, issue solutions, and software via the Global Customer Support (GCS) website. The registration profile allows the website user to refine their access to only the product content of interest.

Schneider Electric web tools provide online support case management. Customer personnel may submit service requests. A tracking number will be issued to the submitter, who may review case status and upload additional information as appropriate.

In addition, website-registrants will receive pro-actively issued communications of two types:

- New product announcement
- Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes
- Advisories that describe identified technical product problems and provide a solution

**EcoStruxure™ Facility Expert Mobile App**

Our EcoStruxure™ Facility Expert Digital Logbook app helps you utilize and realize value from your support agreement with digital access to reports and maintenance plan.

The digital logbook is an easy to use collaborative tool that keeps record of important documentation and maintenance schedules. The Digital Logbook allows you to eliminate paperwork, outdated files, conflicting data and unclear roles; and there are no more hold-ups because you can't get your hands on the information you need when you need it.

Improving your operational performance by:

- Accurate planning of preventive maintenance schedule.
- Greater visibility of the onsite work done.
- Details of activities undertaken during a given period.
- Access to all your reports and documentations pertaining to your CFA:
  - CFA Contract Agreement
  - Contract Management Review Reports
  - Filed Services Reports (FSR)
  - Preventative maintenance (PM)
  - RoadMap Reports

**(FX) Preventive Maintenance site visits per year**

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if EcoStruxure™ DCS Advisor Services V4.0 (or higher) is enabled, Schneider Electric will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:

- It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.
- It will be used to develop your annual Lifecycle Assessment Report and Upgrade Planning Roadmap.
- It is available for System Asset Viewer application use.

The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

These Customer FIRST features are described in this proposal.

**Notes:**

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*

- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit includes (if installed) DCS Advisor Server maintenance support.*
- 4) *The Preventive Maintenance Site Visit does not include:*
  - a) *Installation of version licenses, revision releases and maintenance releases, or any startup activities.*
  - b) *Activities associated with the optional DCS Advisor Services: Remote Backup Service, NetSight Console, DCS Advisor Server with Data Diode, Patch Deployment to DCS Advisor Server.*
- 5) *These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

*(FX) Premium level: Two (2) Preventive Maintenance site visits per year*

### **En Route Response Commitment for Billable Onsite Corrective Assistance**

Schneider Electric solutions are reliably supported by our technical support engineers/consultants in collaboration with you via voice and electronic communication methods. If remote connection directly to your EcoStruxure Foxboro DCS is applicable, with proper approvals, this approach may be engaged to help facilitate matters.

If we are unable to resolve your support case via these methods, Schneider Electric will provide hands-on corrective assistance. These activities may include system troubleshooting, defective hardware replacement, and software restoration<sup>3</sup> or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the Customer FIRST support level, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric's control.

#### **Notes:**

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to EcoStruxure™ DCS Advisor Server", preventative maintenance work, startup support and upgrade labor.*
- 2) *Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.*
- 3) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

*This Customer FIRST Support and Services Agreement includes:*

*Premium level: 24 Hours En Route Response Commitment for Corrective Assistance*

**Software Maintenance Releases, Service Packs, Patches and Updates**

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

**Lifecycle Assessment and Upgrade Planning Roadmap**

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment and Upgrade Planning Roadmap report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability.

Schneider Electric will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and used to develop the Lifecycle Assessment and Upgrade Planning report. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

The components of your system and applications, as appropriate, will be assessed for potential upgrade to preferred (current) phase products. This collaborative activity between customer staff and Schneider Electric focuses on identifying a logical progression for the potential upgrade of your equipment, software and files, and potentially, third party products.

The Lifecycle Assessment and Upgrade Planning Roadmap will help facilitate effective short and long-term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Modernization and Migration Planning service.

**Support Usage and Summary Report**

The Support Usage and Summary Report highlights all technical support case activity, labor-based site visits and material exchange activity logged by Schneider Electric's service management system.

**Module Exchange Program (MEP)**

The Module Exchange Program provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component, you may arrange for exchange of the malfunctioning unit with another unit. Schneider Electric will provide an authorization number and shipping instructions. The replacement material generally ships within one business day of request for service.

Product provided under the Module Exchange Program is billable. Pricing for the replacement unit is contingent on receipt of the malfunctioning equipment at Schneider Electric's designated facility, and subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

*Note: The price of equipment provided from Module Exchange Program inventory may be applied to the Flexible Material Fund or MEP – Material Cost-Inclusive feature, if appropriate under the terms of your Customer FIRST Agreement.*

### Software Version Upgrades and Revisions

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.



Schneider Electric provides Software Version Upgrade and Revision entitlement with the Customer FIRST Support and Services program.

The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. Schneider Electric makes no guarantee that version and revision releases will become available during the agreement period.

For Foxboro customers, Software Version entitlement is offered for the same product, excluding platform change. A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim\* Historian to the Wonderware Historian). This benefit provides you with the ability to upgrade and keep covered Foxboro software continuously current at the Preferred (i.e., most current) lifecycle phase.



For Triconex customers, both workstation software and controller system module software (firmware) are covered by this software Version entitlement. Example for workstation Software entitlement is for the Preferred version of the same software already installed at the customer site. For controller System module software (firmware) entitlement is for the Preferred version of the hardware (ie. the module itself) already installed at the customer site. This benefit provides you with the ability to upgrade and keep covered Triconex software & firmware continuously current at the Preferred (i.e., most current) lifecycle phase.

#### Version Upgrade Eligibility:

- Installed Software must be at the current version (Preferred lifecycle phase) to be eligible for version entitlement. Software that was in the Preferred lifecycle phase when the client's first Customer FIRST agreement was executed is eligible for version entitlement. When these criteria have been met, entitlement to software versions of Foxboro or Triconex software begins and will continue for as long as an active Customer FIRST agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.
- The [Components and Software List](#) provided in this proposal will identify Schneider Electric software eligible for version upgrade.

#### Revision Upgrade Eligibility:

- Eligibility for revision entitlement will continue for as long as an active Customer FIRST agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.

#### Notes:

- 1) *Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.*
- 2) *Upgrades to third-party operating system (OS) software, application software, and anti-virus software may be required to support new Schneider Electric system and application version and revision releases. These are not part of the Software Version Upgrades and Revisions element of the Customer FIRST program.*
- 3) *New hardware may be required to support new Foxboro or Triconex systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Advantage Discount Program.)*
- 4) *System shutdown may be required to support hardware and software version and revision releases.*
- 5) *A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim\* Historian to the Wonderware Historian)*

#### **System Asset Viewer**

The System Asset Viewer is a stand-alone application that accesses the system configuration data maintained by Schneider Electric in the Global Customer Support (GCS) Installed Base Repository.



Its easy-to-use Windows-based graphical interface presents a wealth of system configuration data – grouped by node, station, monitor or switch and include component version and patch levels, site topology, and lifecycle stages – to provide a complete view of where equipment is in its lifecycle. In addition, System Asset Viewer can be an invaluable aid in troubleshooting and diagnosing system anomalies and may potentially prevent production downtime or poor performance.

If the System Asset Viewer application is installed on a personal computer or EcoStruxure™ DCS Advisor server at your site, your staff can use it to access your system configuration data and lifecycle phase information on demand. System Asset Viewer can also be used by Schneider Electric's Field Service Representatives during site visits.

### **Customer FIRST Program Review**

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Premium level: One (1) Customer FIRST Program Review per year

## **4.1.1.2 Services and Material Discounts**

### **Advantage Discount Program**

Schneider Electric's careful attention to backward compatibility and serviceability enables our customers to preserve intellectual property and save significant downtime as they modernize. The Advantage Discount Program enables EcoStruxure Foxboro DCS and EcoStruxure Triconex Safety System customers to cost-effectively modernize aging equipment with innovative and productivity enhancing technologies.

Schneider Electric offers a significant incentive for modernizing system hardware and software to Preferred (current) lifecycle products, in exchange for the return of older equipment to Schneider Electric. The Advantage Discount Program is a global discount policy offering a 25% discount from global list price to loyal existing customers. Customer FIRST Support and Services Agreement customers receive an additional 25% discount, bringing the total Advantage Discount Program discount to 50% off the global list price of eligible parts.

The Advantage Discount Program applies to the upgrading of equipment in the lifecycle categories of Available, Mature, Lifetime, and Obsolete with products in the Preferred product lifecycle. Discounts applies to Preferred lifecycle product purchases only.

In general, Advantage Discount Program applies to product manufactured by Schneider Electric factories. Third party buyout equipment is generally not eligible for the Advantage Discount Program.

The returned equipment must be the functional equivalent of the equipment being modernized. Products returned must be in refurbishable condition. Contaminated, damaged, non-repairable or obviously broken material will not be accepted in trade. Additionally, equipment must be return to a Schneider Electric-designated location within 3 months of shipment of the new equipment.

*Premium level: Advantage Discount Program offers 50% off the global list price.*

### **Site Support Services**

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Schneider Electric will help you define the scope of work to meet your specific requirements.

*Premium level: 10% discount on labor rate for Site Support Services*

### **Classic Learning Services**

Classic training or Classroom Instructor Led Training (CILT) is conducted in-person at Process Automation training centers worldwide or at your site. Classic training is comprehensive and immersive training that is typically delivered in a traditional classroom setting and is recommended for advanced maintenance, troubleshooting, and configuration skills required by experienced technical staff.

Courses in our Classroom Instructor-Led Training (CILT) portfolio require time away from work and may need off-site travel. Expert-level Instructors conduct classroom training over 2 to 5 days, during which learners practice skills on physical hardware and virtual machines. Designed as primarily hands-on, CILT courses replicate realistic scenarios that experienced technical employees are expected to encounter on the job.

The Customer FIRST Program provides you with access to discounts on Learning Services when purchased in conjunction with your support and services agreement. A discount on the current listed course prices (on [PALS \(se.com\)](https://pals.se.com)) is provided for standard courses attended at Process Automation training centers only. The list prices cover one participant attending one course as published in our training calendars. On-site delivery of standard courses is also included however any modifications of standard course topics will be considered as a customized training request.

*Premium level: Classic Learning Services offers 12% off the global list price.*

### **Digital Learning Services**

Digital learning includes e-learning or Web Based Training (WBT), Virtual Instructor Led Training (VILT) and Virtual Coaching. All services are delivered at the learner's location, do not require travel and minimal time away from work.

E-learning or Web-Based Training (WBT) courses provide 30 to 90-minute interactive technology training specially designed for newly hired technical staff. Content covers conceptual and application training on process control and safety topics. Participants complete training at their own pace online. Pre-recorded demonstrations and try-it simulations enable participants to practice the application of acquired knowledge as often as they need. Courses are modular and can be combined to create learning paths or grouped by topics (Collections) as required for individual development.

In VILT classes, a subject matter expert, the Instructor, facilitates learning using interactive tools to engage learners, and transfer, reinforce, and retain knowledge and skills. Content covers focused tasks requiring application of specific process control skills and product knowledge. Modelled to blend work time with training time, courses are delivered in 1 to 4 sessions, 3 to 4 hours a day. Participants complete 1 to 3 hours of lab practice, outside of session times, using virtual machines on the Process Automation Learning Cloud. Courses are designed to instill key skills in a short amount of time. The Facilitator and peer participants share best practices during sessions.

Virtual classes are an excellent solution for technical staff experienced in process automation configuration, implementation, and maintenance.

To support learners beyond formal training, we offer Virtual coaching services. Our coaching system and processes are designed to augment our blended learning programs and are a vital tool to support the continuous development of employees. Our Coaches deliver learning support virtually for the development of remotely located staff.

The Customer FIRST Program provides you with access to discounts on Learning Services when purchased in conjunction with your support and services agreement. A discount on the current listed course prices (on [PALS \(se.com\)](#)) is provided for registrations to scheduled VILT courses published on our training calendars or to any of our e-learning courses or Collections. The list prices cover one participant attending a single course. Similarly, a discount on the current Process Automation Virtual Coaching rates is applied on coaching hours delivered remotely.

*Premium level: Digital Learning Services offers 15% off the global list price.*

### **Module Exchange Program (MEP) Parts**

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program qualifications.

*Note: Not applicable to consumable products*

*MEP Parts: 43% discount on list price. Landed costs (duties, fees, etc.) may apply.*

**Consulting Services**

Consulting Services allow you to leverage skilled Schneider Electric resources that can help optimize the performance of your existing assets, conduct routine performance assessments and assist with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services agreement.

Whether you are planning a new project and need help architecting a solution, or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with the appropriate resources within the Schneider Electric organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Premium level: 10% discount on list price

**Spares**

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Premium level: 10% discount on list price

**Test and Offline Development System Licenses**

For customers that use an offline system to mirror their online system for testing upgrades, development, etc., before moving those changes into production, a discount is applicable to all off-line test system, development or disaster recovery system licenses.

*Note: Customers must agree that all software licenses in the Off-Line system will solely be used for non-production testing or simulation or emergency back-up purposes and for no other purposes whatsoever. Applicable system will be non-production off-line except for temporary periods during emergency back-up situations such as disaster recovery or failover. The off-line system licenses are to be identical to the on-line system licenses in product type but may be of lesser quantity or functional capacity (such as lower I/O count, lower tag count, less equipment). Certain product exclusions may apply – ask your sales person for further information.*

Premium level: 50% discount on list price

### 4.1.2 Premium Level – Optional Services

Schneider Electric offers the following optional services with the Customer FIRST Support and Services program for your consideration.

#### **Flexible Services Fund**

Customer FIRST Program coverage provides you with labor-based support and services that are billable at local Schneider Electric labor rates at time of service. These include Onsite Corrective Assistance, Site Support Service, Consulting Services, training and time spent installing hardware or software associated with Customer FIRST Program features. In addition, the service engineer's travel time to and from your site and associated travel and living expenses are billable.

Provisioning the optional Flexible Services Fund with funds that accrue as part of your scheduled agreement payments allows you to spread payment of applicable labor-based services over the coverage period of your Customer FIRST Support and Services Agreement.

An appropriate amount can be established based on the number of anticipated labor hours for your company, site(s) and situation multiplied by the prevailing local Schneider Electric service rate. Schneider Electric can help you make this determination.

Flexible Services Fund Policy applies.

#### **Flexible Material Fund**

Schneider Electric provides fast, cost-effective replacement of major system components in the event of a module failure. If you encounter an issue with your Foxboro or Triconex system, you may arrange for shipment of factory-refurbished material from Schneider Electric inventory in exchange for your malfunctioning unit. The equipment provided is billable.

Provisioning the optional Flexible Material Fund with funds that accrue as part of your scheduled agreement payments allows you to spread payment of applicable material-based services over the coverage period of your Customer FIRST Support and Services Agreement.

Schneider Electric can help you determine an appropriate amount with which to provision the Flexible Material Fund based on an estimation of your site's material requirements during the Agreement's coverage period. You may order applicable material from Schneider Electric at any time during the Agreement coverage period.

The Flexible Material Fund Policy applies.

## 5. COMPONENTS AND SOFTWARE COVERED

### 5.1 SYSTEM – COMPONENTS COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

Item	Qty	Product	Short Description	Current Lifecycle phase	Obsolete Date	Previous Contract Entitlement to SW Version Upgrade (Yes/No)
10	3	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
20	1	P0916TA	FBM242 Channel Isolated External Source DO	Preferred		
30	2	P0917YZ	FCP270 Control Processor	Mature		
40	5	P0922VT	FBM214, HART Inputs, 8 Channels	Available		
50	3	P0922VU	FBM215, HART Output, 8 Channels	Preferred		
60	1	P0926GU	FBM230, Four Serial Ports, Single	Available		
70	3	P0973BK	8 RJ45 & 8 MTRJ FO Port E'net Switch & Uplink Ports	Obsolete	4/1/2016	
80	1	P0973JP	8-Port Copper / 8-Port Fiber Managed Switch	Mature		
90	1	Q0301AP	AIM*Historian SW Lic (500 Points)	Available		Yes
100	1	Q0301RA	I/A Series Report Package	Available		Yes
110	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred		Yes
120	2	RH103DJ	H92 Workstation for Windows; Style N, P, and R	Mature		
130	1	RH914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
140	8	RH914TR	FBM217, Discrete Inputs, 32 Channels	Preferred		
150	8	RH916TA	FBM242 Channel Isolated External Source DO	Preferred		
160	3	RH927AH	FBM214b, HART Inputs, 8 Channels	Preferred		
170	1	RH927AK	FBM244, HART 4 Input + 4 Output Channels	Preferred		
180	2	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
190	1	S10B24210004	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
200	1	S10B24210144	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
210	1	S61C11003000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
220	2	S61C11004000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
230	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes

**The following equipment is in the Obsolete Phase and cannot be supported by the Module Exchange Program.**

Item	Qty	Product	Short Description	Current Lifecycle phase	Obsolete Date
70	3	P0973BK	8 RJ45 & 8 MTRJ FO Port E'net Switch &Uplink Ports	Obsolete	4/1/2016

## 6. CONTACT INFORMATION

### 6.1 CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

#### 6.1.1 Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	Township of Edwardsburgh/Cardinal
Billing Address	4000 John Street, Cardinal , ON, K0E 1E0, Canada
Shipping Address	4000 John Street, Cardinal , ON, K0E 1E0, Canada
End User Address	4000 John Street, Cardinal , ON, K0E 1E0, Canada
Sold To Address	4000 John Street, Cardinal , ON, K0E 1E0, Canada

#### 6.1.2 Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Miranda Leach	Accounts Payable	Tel: (613)-658-3055 x103 Fax: (613)-658-3445 Email: <a href="mailto:mleach@twpec.ca">mleach@twpec.ca</a>

#### 6.1.3 Site Identification

This Customer FIRST Support and Services Agreement covers the identified system(s) located at the following site(s).

1.	Site Name and Location	Township of Edwardsburgh/Cardinal – Cardinal , ON
2.	System(s)	Foxboro IA



### 6.1.4 Site Operations Contacts

Customer shall provide personnel names and contact information for the individuals that Schneider Electric may contact for support purposes.

NO	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION	PROCESS UNIT ID, LOCATION
1	Eric Werman	Chief Water/Sewer Operator	Tel: (613)-657-3765 Mobile: (613)-213-2171 Fax: (613)-657-3182 Email: <a href="mailto:ewerman@twpec.ca">ewerman@twpec.ca</a>	
2	Aaron Campbell	Asst. Chief Water/Sewer Operator	Tel: (613)-657-3765 Mobile: (613)-340-8608 Fax: (613)-657-3182 Email: <a href="mailto:acampbell@twpec.ca">acampbell@twpec.ca</a>	
3	Gord Shaw	Director of Operations	Tel: (613)-658-3001 Mobile: (613)-349-4539 Fax: (613)-658-2164 Email: <a href="mailto:gshaw@twpec.ca">gshaw@twpec.ca</a>	

## 6.2 SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

### 6.2.1 Schneider Electric Support Centers

The following authorized support centers are available to provide support to your site for the products covered by this Agreement:

#### Worldwide contact points:

Global Customer Support (GCS) website: <https://pasupport.schneider-electric.com>

Training website: <http://industrialtraining.schneider-electric.com/processautomation/iom>

Email:

General and non-technical inquiries: [systems.support@schneider-electric.com](mailto:systems.support@schneider-electric.com)

Technical support requests: [pa.support@schneider-electric.com](mailto:pa.support@schneider-electric.com)

Region	Location	Phone	General Email	Technical Support
Americas	Foxboro, MA	+1 508-549-2424	<a href="mailto:systems.support@se.com">systems.support@se.com</a>	<a href="mailto:PA.Support@se.com">PA.Support@se.com</a>
	Lake Forest, CA	US/Canada Toll Free: +1 866-746-6477		
EMEA	Baam, Netherlands	+31-3554-84125	<a href="mailto:EMEAGCS.support@se.com">EMEAGCS.support@se.com</a>	<a href="mailto:Support-EMEA.PA@se.com">Support-EMEA.PA@se.com</a>
	Cairo, Egypt	+2-02-27559750		<a href="mailto:Support-MENA.PA@se.com">Support-MENA.PA@se.com</a>
APAC	Chennai, India	+91 444 244 0000	<a href="mailto:APAC_systems.support@se.com">APAC_systems.support@se.com</a>	<a href="mailto:Support-India.PA@se.com">Support-India.PA@se.com</a>
	Shanghai, China	+86 400 810 1315  International: +86 21 3718 0086		<a href="mailto:Support-APAC.PA@se.com">Support-APAC.PA@se.com</a>

## 6.2.2 Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Tasso Athanasoulis	Client Sales Executive (CSE)	Tel: +1 514 4215156 Mobile: +1 514 237 7171 Email: <a href="mailto:tasso.athanasoulis@se.com">tasso.athanasoulis@se.com</a>
2	Serge Legris	Product Sales Executive (PSE)	Tel: (514) 984-9739 Email: <a href="mailto:serge.legris@se.com">serge.legris@se.com</a>

## 6.2.3 Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Modernization claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

*Note: Check the Office Locator (<http://www.buyautomation.com/OfficeLocator/>) for current contact information, as the information listed below will change over time.*

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC ADDRESS	CONTACT INFORMATION
USA and Canada:  <i>NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Schneider Electric Systems USA, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA  Schneider Electric RMA# _____ 235 Burgess Road Greensboro, NC 27409 USA  Schneider Electric Systems Canada Inc. 4 Lake Road, D.D.O, Quebec H9B-3H9 Canada	USA, Canada toll free: Telephone: +1 866 746 6477  Worldwide support: Telephone: +1 508 549 2424 Fax: +1 508 549 4999 Email: <a href="mailto:systems.support@schneider-electric.com">systems.support@schneider-electric.com</a>

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## 7. SELECTION AND PRICING SUMMARY

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### 7.1 PROPOSAL ACCEPTANCE

This Proposal is valid for 30 calendar days from the date of this Proposal.

**Note:** Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.

### 7.2 SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

#### Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

#### Optional Services

The Customer FIRST Program offers the listed Support and Services features on an optional basis.

#### Optional Advanced/Managed Services

The Customer FIRST Program allows the opportunity to include Optional Advanced/Managed Services to help you meet your specific support requirements.

SELECTION SUMMARY	Year 1	Year 2	Year 3
INCLUDED SERVICES <i>(Price before Optional Services)</i>	\$23,386.00	\$24,058.00	\$24,750.00
OPTIONAL SERVICES <i>(and other detail):</i>			
<input checked="" type="checkbox"/> Flexible Services Fund	\$6,000.00	\$6,000.00	\$6,000.00
<input checked="" type="checkbox"/> Flexible Material Fund	\$1,500.00	\$1,500.00	\$1,500.00
<b>TOTAL:</b>	<b>\$30,886.00</b>	<b>\$31,558.00</b>	<b>\$32,250.00</b>

### 7.3 BILLING SCHEDULE

This Customer FIRST Support and Services Agreement is:

☒ A renewal of a prior Agreement

The billing cycle is:

☒ Annual

### 7.4 PAYMENT SCHEDULE

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	\$30,886.00	\$30,886.00	Annual	May 1, 2021	April 30, 2022
Year 2	\$31,558.00	\$31,558.00	Annual	May 1, 2022	April 30, 2023
Year 3	\$32,250.00	\$32,250.00	Annual	May 1, 2023	April 30, 2024
<b>Total</b>	<b>\$94,694.00</b>				

Payment is due 30 days from date of invoice.

## 8. AGREEMENT ACCEPTANCE

Execution of this Agreement represents acceptance into the Customer FIRST program and its terms and conditions.

PURCHASER	
Client (Company) Name	
Address	
City/State/Zip	
Country	
Authorized Purchaser Representative (signature)	
Authorized Purchaser Representative (print name)	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	
Acceptance By (signature)	
Acceptance By (print name)	
Title	
Date	

## 9. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

### 9.1 SUPPORT HOURS AND RATES

Customer FIRST Support and Services shall be performed during the normal workday as defined by local practice or labor law, or as defined in this Agreement. Support, services, and travel hours in excess of the normal workday may be billable, subject to the specified Customer FIRST Program level, labor terms and provisions of this Agreement.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: 8:00AM to 5:00 PM  <input checked="" type="checkbox"/> Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site.  The point of origin shall be: <input checked="" type="checkbox"/> Home base of the Schneider Electric engineer performing the work  The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: <input checked="" type="checkbox"/> Actual time incurred
3	SERVICE RATES	<input checked="" type="checkbox"/> Service Rates are defined in local Service Rate Schedule

### 9.2 LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

*Note: Schneider Electric may adjust Product List Value (PLV) throughout product lifecycle.*

### 9.3 MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric's manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.



## 1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to Foxboro and Triconex system customers in non-Nuclear industries that have Customer FIRST program Elite or Premium level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

## 2) PRODUCT LIFECYCLE AND AVAILABILITY

Components are categorized in the Available, Preferred, Mature, LifeTime, and Obsolete Phases defined in the Lifecycle Policy in the “Components and Software Covered” section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

## 3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Global Customer Support center in the United States of America (telephone +(00)1 508-549-2424) or Schneider Electric representative in the customer's geographical area. Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.

- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

#### 4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC- DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric-designated location within 20 days from date of Schneider Electric shipping the replacement unit to the customer.

#### 5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

## 6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

## 7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

## 8) CONSUMABLE PRODUCTS

- a) The Module Exchange Program supports most consumable products at full value with the benefit of expedited shipment.

## 9.4 FLEXIBLE SERVICES FUND POLICY

Flexible Services Fund can be used for:

- The following labor-based services associated with Customer FIRST Support and Services Agreement features:
  - After-hours Technical Assistance cases
  - Onsite Corrective Assistance
  - Site Support Service
  - System File Maintenance Evaluations for Triconex systems
  - Consulting Services provisioned under this Customer FIRST Support and Services Agreement
  - Cybersecurity Services, Modicon Services, Turbomachinery Controls (TMC) Services, or other Schneider Electric services provisioned under this Customer FIRST Support and Services Agreement
- Installation of maintenance releases, revision releases, version releases
- Installation of EcoStruxure™ DCS Advisor Services Deployment-delivered Quick Fixes, patches and anti-virus software
- Installation of product and software associated with the Module Exchange/Reserve Program
- Installation of product and software associated with the Parts Management Program
- Installation of software associated with System Auditor
- Installation of product and software associated with Cybersecurity Services

- Installation and startup assistance of M580 controller(s) purchased through a Customer FIRST Modicon Services Agreement appended to this Customer FIRST Support and Services Agreement.
- Schneider Electric service personnel travel hours to/from the customer site
- Travel and living expenses related to Customer FIRST Support and Services Agreement features
- Training (customized, on-customer site or in our training facilities) fees coverage as incurred, for:
  - Customers that do not have Training Growth Fund coverage under this Agreement.
  - Training opportunities that are excluded from Training Growth Fund coverage per the Training Growth Fund Policy.

Flexible Services Fund cannot be used for:

- Activities, features, products, software, programs and solutions not provisioned under the Customer FIRST Support and Services Agreement
- Labor hours for activities, products, software, programs and solutions not related to Customer FIRST Support and Services Agreement features
- Travel and living expenses not related to Customer FIRST Support and Services Agreement features

The following terms and conditions apply to the Flexible Service Fund:

- 1) The Flexible Services Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Support and Services Agreement, in accordance with the terms of the Agreement. Allocation to the Flexible Services Fund may differ each year within a multi-year Agreement.
- 2) Customer's contribution to the Flexible Services Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased or decreased at renewal of the Agreement. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.
- 3) The scope of services usage can be defined at any time prior to, or during, the Agreement coverage period. Delivery of services must be taken within the coverage period.
- 4) As applicable services are provided, the selling price will be deducted from the Flexible Services Fund. Once the Flexible Services Fund's value has been fully used, no further services can be applied. If desired, customer may replenish funding for use during the remainder of the coverage period.

- 5) During the Agreement coverage period, unused Flexible Services Fund balance may be moved to provision another Fund. (Exception: Additional funding will not be accepted into the Training Growth Fund.)
- 6) At Agreement expiration, unused Flexible Services Fund balance
  - a) may be rolled forward, establishing a beginning balance in the Flexible Services Fund upon renewal of the Agreement for the next coverage period.
  - b) may be moved to provision another Fund within the Agreement on renewal. (Exception: Additional funding will not be accepted into the Training Growth Fund.)
  - c) cannot be applied to the Agreement itself on renewal
  - d) will not be refunded to the customer.
- 7) If the Agreement is terminated prior to its expiration date, accrued unused Flexible Services Fund balance will not be refunded to the customer.
- 8) If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Flexible Services Fund usage above the accrued customer contribution.

## 9.5 FLEXIBLE MATERIAL FUND POLICY

### Flexible Material Fund can be used for:

- Purchase of replacement hardware provided by the Module Exchange Program
- Purchase of replacement hardware provided by the Module Reserve Program
- Purchase of new hardware associated with Cybersecurity Services
- Purchase of new hardware designated as Spare material

### Flexible Material Fund cannot be used for:

- Purchase of hardware or software associated with other Schneider Electric programs and solutions not related to the Customer FIRST Support and Services Agreement.

### The following terms and conditions apply to the Flexible Material Fund:

- 1) The Flexible Material Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Support and Services Agreement, in accordance with the terms of the Agreement. Allocation to the Flexible Material Fund may differ each year within a multi-year Agreement.

- 2) Customer's contribution to the Flexible Material Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased or decreased at renewal of the Agreement. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.
- 3) The bill of material can be defined at any time prior to, or during, the coverage period. Delivery of products must be taken within the Agreement coverage period. As applicable products are shipped, the selling price will be deducted from the Flexible Material Fund.
- 4) Once the Flexible Material Fund's value has been fully used, no further products or services can be applied. If desired, customer may replenish funding for use during the remainder of the coverage period.
- 5) During the Agreement coverage period, unused Flexible Material Fund balance may be moved to provision another Fund. (Exception: Additional funding will not be accepted into the Training Growth Fund.)
- 6) At Agreement expiration, unused Flexible Material Fund balance:
  - a) may be rolled forward, establishing a beginning balance in the Flexible Material Fund upon renewal of the agreement for the next coverage period
  - b) may be moved to provision another Fund within the Agreement on renewal. (Exception: Additional funding will not be accepted into the Training Growth Fund.)
  - c) cannot be applied to the Agreement itself on renewal
  - d) will not be refunded to the customer.
- 7) If the Agreement is terminated prior to its expiration date, accrued unused Flexible Material Fund balance will not be refunded to the customer.
- 8) If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Flexible Material Fund usage above the accrued customer contribution.

## 10. COMMERCIAL SECTION

### 10.1 PROJECT TERMS AND CONDITIONS

<b>Proposal Validity:</b>	<p>This proposal is valid for 30 calendar days from the date of - proposal.</p> <p>Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.</p>
<b>Firm Prices:</b>	Prices are in CAD and are firm for all Customer FIRST Program support and services.
<b>Taxes/Duties:</b>	Sales taxes, duties and other fees are not included in this proposal.
<b>Payment/Schedule</b>	Payment schedule is defined in this proposal.
<b>Services:</b>	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
<b>Covid 19 Disclaimer:</b>	<p>The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Schneider Electric Systems' (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric Systems (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric Systems' (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing Schneider Electric Systems to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.</p>
<b>Others:</b>	<p>Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate.</p> <p>This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.</p>
""	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

## 10.2 STANDARD TERMS AND CONDITIONS FOR CUSTOMER FIRST AGREEMENT (CFA)

### Schneider Electric Systems Canada, Inc. General Terms and Conditions of Sale of CFA

#### Article 1 - AGREEMENT TERM.

These General Terms and Conditions of Sale ("Terms of Sale") shall apply to any purchase or procurement of Goods, Software and/or Services by the legal entity procuring such Goods, Software and/or Services ("Buyer") from Schneider Electric Systems USA, Inc. or Schneider Electric Systems Canada, Inc., as applicable ("Seller"). To the extent that there is a conflict between these Terms of Sale and a valid signed master agreement between the Buyer and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Terms of Sale and another set of Seller terms and conditions issued to the Buyer as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. To the extent that Buyer attaches any other terms and conditions to a Purchase Order or other instrument used to buy Seller's Goods, Software or Services, such attached Buyer terms and conditions shall be null, and void and these Terms of Sale shall be the terms and conditions of sale. Any other variation from these Terms of Sale shall require the signed consent of an authorized Seller representative.

#### Article 2 - DEFINITIONS

- 2.1 "Affiliates" means any legal entity which has an ownership interest in or is under a common ownership interest with a Party and which is defined in attachments to this Agreement or subsequent Purchase Orders. Notwithstanding the definition of Affiliates, Seller Affiliates shall not include Aveva Group PLC. and all its subsidiaries.
- 2.2 "Agreement" means these terms and conditions, Seller's Proposal with all the attachments, and the Purchase Order with all Change Orders "if any". In case of any discrepancies between the documents, the order of precedence will be as following:
1. Seller Proposal with all the attachments,
  2. These Terms of Sale with all the attachments, and
  3. The Buyer Purchase Order.
- 2.3 "Buyer" shall mean the company and any of its Affiliates which has executed a Purchase Order under this Agreement.
- 2.4 "CFA" shall mean Customer First Agreement which is the support services program Buyer provides to Seller. CFA scope of work, support exclusions and other special terms related to CFA are as described in the Seller's Proposal.
- 2.5 "Days" shall be calculated as calendar days unless otherwise specified under this Agreement.
- 2.6 "Expenses" shall mean all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller's personnel or subcontractors in performing Seller's obligations under a Purchase Order, as these expenses may be further detailed in a Purchase Order and the net tax costs of any non-deductible travel expenses for assignment of employees over one (1) year in locations not within a reasonable commuting radius of the employee's principal place of employment.
- 2.7 "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.
- 2.8 "Intellectual Property Rights" shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right.
- 2.9 "Party and Parties" shall mean Seller, Buyer hereunder and any third party to which the Parties may have



assigned their rights under the Agreement. In its singular form, Party means any one of Seller, Buyer or the third party to whom one of them has assigned its rights under the Agreement.

- 2.10 **“Price”** shall mean the total value of a Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.
- 2.11 **“Purchase Order”** shall mean any purchase order, either paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Seller to the Buyer and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Seller and Buyer and/or their respective Affiliates shall constitute separate contracts that incorporate this Agreement.
- 2.12 **“Seller”** shall mean Schneider Electric Systems Canada, Inc.
- 2.13 **“Services”** shall mean the provision of testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training and any other services agreed upon between the Parties in Purchase Orders hereunder.
- 2.14 **“Software”** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Seller grants Buyer a license under the contract. The conditions of the Software license shall be set forth in the Seller end-user license agreement applicable to the particular Software at the time of delivery or, in the absence of such end-user license agreement, the software license terms contained herein.
- 2.15 **“Specifications”** shall mean the Seller’s standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods, Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.
- 2.16 **“Warranty Period”** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein and in accordance with the Warranties Article.

### Article 3 - CHANGES

- 3.1 Either Party may request changes that affect the scope, duration, delivery schedule or price of a Purchase Order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller’s prices.
- 3.2 Any alteration, deletion or addition to the Work ordered in the Purchase Order or a change in any provision of the Purchase Order shall be effective only if made in a change order is executed by Buyer and Contractor. A change order, however, shall not modify any provisions of the Agreement unless the parties agree in writing to do so.

### Article 4 - PRICE

- 4.1 Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.
- 4.2 **Services Assumptions:** Seller’s work estimates are based on work performed during normal work hours (8 hours) between the hours of 06:00 and 18:00 local time, Monday to Friday, holidays excepted. Unless specified in writing the following are chargeable in addition to base rates: overtime or premium hours, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips for postponement or delay. No on-site orientation, safety training, work required for site specific requirements is included in a quotation unless expressly specified by Seller. Current rates are in Seller’s then

current Seller Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

#### **Article 5 - TAXES:**

- 5.1 Unless otherwise set out in Seller's proposal or quotation, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Seller. Buyer shall be responsible for all such taxes, duties and charges resulting from this agreement. The Seller is required to impose taxes on orders and shall invoice the Buyer for such taxes and/or fees according to state and local statute, unless the Buyer furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
- 5.2 Any duty, tariff, levy, tax or charge (including without limitation, sales, use, excise, goods and services, harmonized, value-added and withholding taxes), customs levy or inspecting, licensing or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority or measured by any transaction between Seller and Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. Buyer agrees that current unit prices will be equitably adjusted in the event Seller is required to pay any incremental amounts for any duty, tariff, levy, or charge on any input components of the Goods.

#### **Article 6 - INVOICING**

- 6.1 Invoices shall be sent to the address specified in the Purchase Order.
- 6.2 Should Buyer dispute any invoice, Buyer shall notify Seller of the nature of the dispute in writing within fifteen (15) days of the invoice date. Buyer shall have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If Buyer does not notify Seller of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Buyer shall pay the undisputed portion of the disputed invoice.
- 6.3 Seller shall invoice Buyer in accordance with the invoicing milestones agreed in the relevant Proposal. All Time and Materials Orders shall be billed at 100% of Labor hours expended and Goods supplied shall be billed at then current rates of the Seller on a monthly basis. All Expenses incurred shall be billed on a monthly basis with a minimum administrative fee equal to 5% of the amount of expenses.

#### **Article 7 - PAYMENT TERMS**

- 7.1 Subject to Seller's approval of Buyer's current credit rating and unless otherwise agreed upon in the relevant Purchase Order, payments of all Goods, Software, Services are due in advance, and Expenses are due Net thirty (30) calendar days from the invoice date. Buyer acknowledges that it has the right to request Seller reassess Buyer's creditworthiness from time to time, which Seller has the right to make a revision in its sole determination. Upon request, Buyer shall provide financial data evidencing the Buyer's worth in order for Seller to determine the creditworthiness of Buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.
- 7.2 Payments advices from Buyer shall include the following information: invoice number, amount of payment, and purchase order number.
- 7.3 If Buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may demand immediate payment and at Seller's option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with Buyer or Buyer's Affiliates, in which event Buyer shall not be released in any respect from its obligations to Seller under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by Buyer to Seller in relation to Seller's provision of Services; (v) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of Buyer and change any current payment terms. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice, Buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.

- 7.4 Buyer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its Affiliates.

**Article 8 - RECEIVING, INSPECTION AND ACCEPTANCE**

- 8.1 If Buyer fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods, Software or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.
- 8.2 Buyer shall have the right to reject Goods, Software and Services not materially in accordance with the Specifications in the Purchase Order. Seller shall have a reasonable opportunity to correct non-conformities, replace non-conforming Goods and/or Software or correct or re-perform the Services at its option, in accordance with Warranty Article. Should Seller fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, based on the complexity of the non-conformities, Buyer may terminate the Purchase Order or portion thereof. Seller's maximum liability under this Article shall be to refund the fees and expenses paid by Buyer for the portion of the Goods, Software or Services that is non-conforming.
- 8.3 Unless other acceptance criteria are agreed upon in the Specifications, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods, Software and Services provided. If Buyer's representative is unable to attend any of these tests having received reasonable notice thereof, Buyer shall be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved by Buyer pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

**Article 9 - WARRANTIES**

- 9.1 **Warranty Period:** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein as follows:
- a) **Customer First Support Program ("CFA"):** are warranted for a period of Ninety (90) days from the date of Service. Seller warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Seller warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Buyer's exclusive remedy, and Seller's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.
  - b) **Consumable Products:** Products normally consumed in operation or which have an inherently short normal use period, including but not limited to consumables such as flashtubes, lamps, batteries, storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Seller, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed, whichever occurs first.
- 9.2 **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Goods in subsections above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Goods or part of the Goods, at Seller's sole discretion. Such warranty coverage is contingent on Buyer providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Buyer.
- 9.3 **Exclusions & Limitations:** This warranty shall not apply (a) to Goods not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Goods or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Goods or Software; or (e) to Goods or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may

be incurred in connection with repair or replacement.

- 9.4 **Non-Seller Goods or Services:** With respect to Goods not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty extended to Seller by such non-Seller supplier.
- 9.5 SELLER MAKES NO WARRANTY THAT THE BUYER'S USE OF SELLER'S GOODS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED, SECURE AND/OR ERROR-FREE. SELLER DOES NOT REPRESENT OR GUARANTEE THAT ANY GOODS AND/OR SOFTWARE WILL BE FREE FROM VULNERABILITIES, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND SELLER DISCLAIMS ANY LIABILITY IN RELATION THERETO.
- 9.6 EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY SELLER TO BUYER.
- 9.7 ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, BUYER AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.

#### **Article 10 - INTELLECTUAL PROPERTY OWNERSHIP**

- 10.1 Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to its Intellectual Property Rights relating to Goods and Services and work product relating to these. Nothing in these Terms of Sale constitutes a transfer or conveyance of any right, title or interest in such Intellectual Property, including without limitation any Software, including firmware, contained in those, except the limited right for use as it provided and stated herein.
- 10.2 Seller may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Seller, an Affiliate of Seller, or by third parties under contract to Seller or to an Affiliate of Seller (all of the foregoing, collectively, "Seller's Information"). Seller and any third party owner shall retain at all times their respective ownership of Seller's Information.
- 10.3 Seller or the applicable third-party owner shall retain at all times the ownership of its Software, and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, Seller's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to Buyer. Buyer acknowledges that the prices for Services and Software charged by Seller under these Terms of Sale are predicated in part on Seller's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire."
- 10.4 Buyer shall retain at all times the ownership of its Intellectual Property Rights, regardless of the media upon which the original or copy may be recorded or fixed.

#### **Article 11 - SELLER SOFTWARE LICENSE**

1. Any software or computer information, in whatever form that is provided with Goods manufactured by Seller or as part of Services, is licensed to Buyer as previously sold under or pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption and warrants only that during the warranty period applicable to the Goods that the software will perform its essential functions. If such software or computer information fails to conform to

such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**Article 12 - CONFIDENTIALITY**

- 12.1 “**Confidential Information**” shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Unless otherwise provided in the Specifications, Confidential Information does not include work products resulting from the Services performed hereunder and information which (i) is already known to the other Party at the time of disclosure; (ii) is independently developed without the benefit of the other’s Confidential Information; (iii) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (iv) has entered the public domain through no fault of the recipient.
- 12.2 Each Party retains ownership of its Confidential Information.
- 12.3 Each party agrees to (i) protect the other’s Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other’s Confidential Information only in relation to the Purchase Order.
- 12.4 Upon termination of this Agreement or a relevant Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party’s choice, all of the disclosing Party’s Confidential Information.
- 12.5 Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other Party without the other Party’s prior written consent, except where Confidential Information may be disclosed by law.
- 12.6 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall terminate five (5) years after the expiration of the relevant Purchase Order or termination of this Agreement, whichever comes first.

**Article 13 - SUSPENSION**

- 13.1 Seller's performance of work under this Agreement or a Purchase Order may be suspended by the Buyer in whole or in part whenever the Buyer may elect, with minimum prior written notice (“Notice of Suspension”) of at least thirty (30) business days.
- 13.2 Upon Notice of Suspension, Seller shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) makes every reasonable effort to stop orders for materials and equipment and reassign personnel.
- 13.3 Upon Notice of Suspension, Buyer shall Pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such suspension (“Fees and Expenses”) including all reasonable costs directly related to Buyer’s suspension pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges, storage costs and other administrative requirements (“Suspension Costs”).
- 13.4 In addition to the above, in the event of a suspension, Buyer acknowledges the following:
- a) All Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the lifting of the Suspension.
  - b) If the Suspension continues for more than thirty (30) days that the Seller’s personnel assigned to the Agreement or Purchase Order may not be available and any cost required to attain the knowledge required to continue the performance of the Agreement or Purchase Order upon lifting the Suspension will be for the account of the Buyer.
  - c) When the performance is re-commenced, Buyer shall pay costs associated with extending performance, such as, but not limited to, increased costs for Services, Goods, or Software, or the extension of warranties.
  - d) The suspended Agreement and/or Purchase Order shall be recommenced upon the date mutually agreed to between the Parties.

13.5 If the Buyer breaches any of its contractual obligations, including but not limited to its payment obligations, Seller shall have the right to suspend the performance of the Purchase Order.

13.6 In the event that the suspension continues for greater than ninety (90) days, Seller, at its sole option, may terminate the Purchase, and the suspension shall be treated as a Termination for Convenience.

#### **Article 14 - TERMINATION FOR CONVENIENCE**

Unless otherwise agreed in the Seller's Proposal:

14.1 Seller's performance of work under this Agreement or a Purchase Order may be terminated by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Termination") of at least ninety (90) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:

- e) discontinue work on the date and to the extent specified in the notice; and
- f) makes every reasonable effort to either obtain cancellation of all orders to subcontractors.

14.2 Customer may terminate the Agreement without cause by giving Seller ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Seller (i) all fees and expenses (including but not limited to CFA fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

#### **Article 15 - TERMINATION FOR DEFAULT**

15.1 Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other has materially breached any of its obligations under the relevant Purchase Order and has not cured the breach within thirty (30) days of written receipt of a notice from the other Party.

15.2 Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

#### **Article 16 - COMPLIANCE**

16.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation.

16.2 Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.

16.3 The Parties may correspond and convey documentation via the Internet unless Buyer expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Seller shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Seller's reasonable control.

#### **Article 17 - FORCE MAJEURE**

17.1 Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion, epidemic or pandemic, strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority.



- 17.2 The Buyer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics or pandemic and that the situation may trigger stoppage, hindrance or delays in Seller (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Buyer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
- 17.3 Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

**Article 18 - INDEPENDENT CONTRACTOR**

- 18.1 Seller is performing the Services as an independent contractor and not as an employee of Buyer and none of Seller's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Buyer. Seller shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between Seller and its personnel and the provision of services hereunder by such personnel to Buyer.
- 18.2 At all times and notwithstanding anything to the contrary herein or in a Purchase Order, Seller retains full control over the methods, details, persons employed or otherwise used to perform the Services and any other means of performance of its obligations under a Purchase Order and vary the composition of the team assigned to the performance of the Services or make different arrangements to achieve completion of its obligations.
- 18.3 Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Buyer and Seller, nor shall anything in this Agreement be deemed to create an agency relationship between Buyer and Seller. Neither Buyer nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

**Article 19 - BUYER'S OBLIGATIONS**

- 19.1 Unless otherwise specifically agreed in the Specifications, Seller's personnel shall not perform Services on equipment in operation on Buyer's work site.
- 19.2 If Seller is to perform Services on Buyer's work site, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Buyer shall be responsible for ensuring the safety of work conditions at its site and the safety of Seller's personnel.
- 19.3 Seller ensures that its employees, subcontractors and agents adhere to and comply with Buyer's health, safety, security and environmental ("HSSE") policies while at the work site, to the extent these policies have been made available to Seller.
- 19.4 Buyer agrees to cooperate with Seller in the performance of the project described in the Specifications, including, without limitation, providing Seller with, timely access to data, information and personnel of Buyer, and while on Buyer's Site, reasonable facilities and a safe working environment.
- 19.5 Buyer acknowledges and agrees that Seller's performance is dependent upon the timely and effective satisfaction of Buyer's responsibilities hereunder and timely decisions and approvals of Buyer where required. In addition, Buyer acknowledges and agrees that Seller may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Buyer without any independent investigation or verification thereof, and that Seller shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations. In the event that Seller incurs cost or is delayed due to Buyer's failure to comply with its obligations hereunder, Buyer shall issue a change order to extend the schedule and/or to provide the additional funding for any of Seller's costs incurred.

**Article 20 - INSURANCE**

- 20.1 Seller maintains sufficient insurance and shall provide upon request to Buyer, certificates of such insurance policies. Seller agrees to provide a thirty (30) days advance notice of any material change or cancellation of any insurance policies.



**Article 21 - INDEMNIFICATION**

21.1 Seller shall indemnify, defend and hold Buyer harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by and to the extent of Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Buyer provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

21.2 This Article states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

**Article 22 - LIMITATION OF LIABILITY**

22.1 NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR: LOSS OF BUSINESS, PROFITS, REVENUES OR ANTICIPATED SAVINGS; LOSS OR DEPLETION OF GOODWILL; LOSS OF ORDERS, PRODUCTION OR USE; LOSS OR CORRUPTION (OR RECONSTRUCTION) OF DATA OR INFORMATION OR RECONSTRUCTION OF DATA OR INFORMATION; ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; OR ANY INCIDENTAL OR PUNITIVE DAMAGES.

22.2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR DIRECT DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE BUYER TO SELLER FOR THE WORK GIVING RISE TO A CLAIM.

22.3 TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

**Article 23 - ASSIGNMENT**

23.1 This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent, affiliates without prior written consent of Buyer and Buyer shall have the right to transfer the licensed Software in accordance with the applicable License.

23.2 Seller shall have the right at any time without prior consent of Buyer to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Seller from its obligations under this Agreement and relevant Purchase Order.

**Article 24 - LAWS AND DISPUTE RESOLUTION**

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of Ontario, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. The governing language for this Agreement shall be English, and no concurrent or subsequent translation of this Agreement into any language shall modify any term of this Agreement. All documents and communications contemplated thereby or relating thereto be drawn up in the English language. Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.

**Article 25 - SOLE AGREEMENT**

25.1 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this

subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Buyer in connection this Agreement, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement. In the event of any conflict between the terms of this Agreement and any Purchase Order, the provisions of this Agreement shall govern unless expressly agreed upon by the Parties under the Purchase Order and modifications made by the Purchase Order to this Agreement are required to comply with local applicable laws.

**Article 26 - MISCELLANEOUS**

- 26.1 **Waiver.** Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase Order. No waiver by a party of a right or default under this Order shall be effective unless in writing.
- 26.2 **Severability.** If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.
- 26.3 **Amendments.** Any amendment to the terms of this Agreement shall only be effective if made in writing and signed by Buyer and Seller. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all future Purchase Orders, unless expressly stated to the contrary in the Agreement amendment. Such amendment shall also apply to ongoing Purchase Orders except no such amendment shall impact the pricing, pay, title, delivery, or freight terms of ongoing Purchase Orders unless expressly stated to the contrary in the Agreement amendment.
- 26.4 **Notice.** All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via US mail, electronic transmission, telephone facsimile, telex, or telegram to Buyer or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by US mail shall be deemed given at the time such notice is deposited with the US mail service.
- 26.5 **Survivorship.** The provisions of this Agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or Agreement and shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These Articles are (Definitions, Price, Taxes, Warranties, Intellectual Property Ownership, Seller Software License “if any”, Confidentiality, Compliance, Force Majeure, Indemnification, Limitation of Liability and Laws and Dispute Resolution)
- 26.6 **Headings.** The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

WHEREAS the Township of Elizabethtown-Kitley passed Resolution No. 052-21 requesting that the Association of Municipalities of Ontario advocate for the cancellation of the annual emergency exercise as a compulsory requirement of the Emergency Management and Civil Protection Act for 2021.

NOW THEREFORE IT BE RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal supports the Township of Elizabethtown-Kitley's Resolution No. 052-21.

AND FURTHER THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal calls on the Association of Municipalities of Ontario to request the Solicitor General to waive the annual emergency exercise requirement for the 2021 year.

AND FURTHER THAT the resolution be forwarded to the Township of Elizabethtown-Kitley, the Solicitor General, Premier Ford, and Minister of Municipal Affair and Housing.

☐ Carried    ☐ Defeated    ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

February 22, 2021 Session

RES. NO. 052-21

Moved by

R. Smith

Seconded by

S. Prettejohn

**Report A-21-14**

**That** Report A-21-14 be received;

**And that** the Township of Elizabethtown-Kitley request that the Association of Municipalities Ontario advocate for the cancellation of the emergency exercise as a compulsory requirement of the Emergency Management and Civil Protection Act for 2021;

**And that** a formal request to waive the annual emergency exercise for the year 2021 be given directly to the Ministry of the Solicitor General.

- ☒ Carried  
☐ Lost  
☐ Tabled

  
Brant Burrow, Mayor

I, Alison Merkley, Deputy Clerk  
Corporation of the Township of Elizabethtown-Kitley  
in the County of Leeds, do hereby certify that  
the foregoing is a true copy of  
RESOLUTION 052-21  
passed by the council of the said Corporation  
the 22nd day of FEBRUARY 2021  
Alison Merkley

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

WHEREAS Emergency Preparedness Week is a national awareness initiative that has taken place since 1996 and is supported by Public Safety Canada, working closely with provincial and territorial emergency management organizations, Indigenous organizations, non-governmental organizations, and private sector who support activities at the local level; and

WHEREAS the Township of Edwardsburgh Cardinal recognizes the importance of Emergency Management in Ontario; and

WHEREAS the goal of Emergency Preparedness Week is to increase awareness of individual, family, and community preparedness with this year's theme: "Be Ready for Anything"; and

WHEREAS this year's theme encourages Canadians to take action to become better prepared for the range of emergencies they could face in their region and day to day lives; and

WHEREAS Emergency Preparedness Week encourages everyone to take three simple steps to become better prepared to face a range of emergencies: Know the risks; Make a plan; Get an emergency kit; and

WHEREAS the safety of our community is the responsibility of each and every one of us and we must prepare now and learn how to secure a strong and healthy tomorrow.

NOW THEREFORE BE IT RESOLVES THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby proclaims the week of May 2 to 8, 2021 to be Emergency Preparedness Week and encourages all citizens to participate in educational activities on emergency preparedness.

☐ Carried   ☐ Defeated   ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		



## TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

**Committee:** Council

**Date:** April 26, 2021

**Department:** Recreation/Facilities

**Topic:** Waterfront Recreation Pathway

**Purpose:** To award the successful bidder for phase 1 and phase 2 of the waterfront recreation pathway tender to Knapp's Paving & Landscaping LTD.

**Background:** The Township of Edwardsburgh Cardinal is planning some improvements to Cardinal's waterfront area in a phased approach over multiple years.

The improvements are part of the Township's Economic Development Strategy, and include making the waterfront area more accessible to residents while promoting recreational activities.

The first two phases of the project include the creation of an 800m recreation pathway along the St. Lawrence River side beginning at the far east end of the island and heading west to what is locally known as Richardson Point.

Phase 1 – 2meter width path weaving approximately 350m west with a stone dust finish  
Phase 2 – 2meter width path transitioning at the end of phase 1 and extending approximately 450m west with an asphalt finish.

A tender was prepared and issued on March 30, 2021. There were 5 tenders received by the 4pm local closing time on April 20, 2021.

The results of the tender are as follows:

Company Name	Tender Price Submitted
Knapp's Paving & Landscaping LTD	\$104,237.50
CSL Group LTD	\$108,750.00
CoCo Paving Inc.	\$110,750.00
Josh Lasalle Construction Equipment LTD	\$120,210.00
Cornwall Gravel Company LTD	\$127,000.00

**Policy Implications:** By-law 2015-57 establishes policies with respect to the procurement of goods and services. It states that all expenditures shall be within the current approved budget or within approved estimates; otherwise prior approval of Council is required. In addition, expenditures above \$50,000 require approval of Council.

**Financial Considerations:** The 2021 budget for these two phases is \$200,000.00 which includes the pathway as well as trees, benches and accessories separate from the tender. These projects are partially funded through government grants.

**Recommendation:** That Municipal Council award the successful bidder for phase 1 and phase 2 of the Cardinal waterfront recreation pathway tender to Knapp's Paving & Landscaping LTD in the amount of \$ 104,237.50 plus non-rebated HST plus an additional \$ 20,000 as a contingency for this project for a total cost of \$ 126,072.08



\_\_\_\_\_  
Facilities Manager



\_\_\_\_\_  
CAO





## TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

**Committee:** Regular Council Meeting

**Date:** April 26, 2021

**Department:** Public Works

**Topic:** 1989 Grader Replacement Options

**Purpose:** To review the Grader Service Request for Quotation, (RFQ), and recommend replacement of the grader

**Background:** This unit is experiencing drive chain/wheel locking issues as well as requiring replacement tires. The return on investment for the Township is not existent due to the age of the unit which is 32 years old and has logged 14,697 hrs. The unit has served the Township well but has reached and exceeded its expected useful life of 12 years as per the Township's TCA policy.

At the April 12<sup>th</sup> Committee of the Whole Admin. Finance meeting, Staff provided a report recommending that Council consider the purchase of a 2020 Case loader and provided some finance options. After discussion among Committee members, Staff was directed to investigate the possibility of contracting the services of the grader and report back within 30 days. A Request for Quotation was developed and sent out to seven (7) potential service providers. Only two responses were received and both had indicated that they require their equipment for the upcoming construction season so would not be able to offer the service.

Staff has been able to locate 2 units, a 2018 John Deere and a 2020 Case model. Both units would meet the needs of the Township. See attached chart for more details. The 2020 Case demo model is the preferred choice based on the lower purchase price and more of the original factory warranty available.

**Policy Implications:** Council approval is required to proceed with any expenditure that is not part of the current approved budget or within approved estimates. An amendment of the budget would be required to add this capital purchase.

**Financial Considerations:** The purchase or financing of the unit was not part of the 2021 approved budget. This capital addition would require some adjustments to the 2021 budget to finance this unit and the road resurfacing project.

**Option 1: Outright purchase**

The \$180,297.00 taxation supported road resurfacing funding can be used to partially fund the purchase of the grader. The road resurfacing project can be funded with the additional federal gas tax top-up funding. The purchase of equipment is not an eligible cost under the federal gas tax agreement. A transfer from the Public Works reserve would fund the remaining purchase price of the grader

**Option 2: Financing purchase**

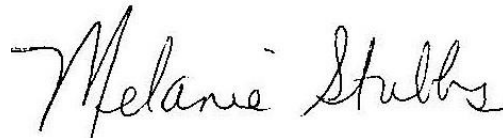
Staff has received a 3year financing interest rate of 1.69% through RBC. There are a range of options based on down payment.

**Recommendation:** That Municipal Council amends the 2021 budget and authorizes staff to proceed with the purchase of the 2020 856C AWD Case Motor Grader through J.R. Brisson Equipment for a total of \$295,000.00 + non-rebated HST. And Council exercise loan financing option 2 which includes a down payment of \$100,000.00 and loan payments of \$45,655.68 in 2021, \$68,483.55 in 2022 and 2023, and \$22,827.84 in 2024 for a total cost of \$305,450.56.



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Director of Operations



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Treasurer



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CAO

# Loan Financing Options for 2020 Case Grader

Finance Options	Purchase Price	down payment	financing amount	Monthly Payment Amount	Annual payments	Total 2021 payments	2022 payments	2023 payments	2024 payments	total payments over term of loan	total interest	total amount of funding required for 2021
1	300,192.00	0.00	300,192.00	8,557.71	102,692.52	68,461.68	102,692.52	102,692.52	34,230.84	308,077.56	7,885.56	68,461.68
2	300,192.00	100,000.00	200,192.00	5,706.96	68,483.52	45,655.68	68,483.52	68,483.52	22,827.84	205,450.56	5,258.56	145,655.68
3	300,192.00	125,000.00	175,192.00	4,994.28	59,931.36	39,954.24	59,931.36	59,931.36	19,977.12	179,794.08	4,602.08	164,954.24

All options are based on the a 3year financing interest rate of 1.69% through RBC

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

WHEREAS International Harm Reduction Day aims to promote evidence based public health policies, practices and human rights; and

WHEREAS harm reduction approaches involve working with the person using substances so that they may use the substance in a safer method, without expecting them to stop using the substance.

WHEREAS the harm reduction approach recognizes that some people may not want to, or be ready to stop the substance use completely; and

WHEREAS harm reduction services provide people the opportunity to connect with available community resources

NOW THEREFORE BE IT RESOLVES THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby proclaims May 7, 2021 as International Harm Reduction Day.

☐ Carried    ☐ Defeated    ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

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

- April 1, 2021
- April 9, 2021
- April 15, 2021
- April 22, 2021

☐ Carried    ☐ Defeated    ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

# RESUMÉ

of correspondence

April 1<sup>st</sup>, 2021

FROM	DATE	SUBJECT
Solicitor General	Mar 18	Update on New OPP Detachment Boards
Ontario News	Mar 19	Ontario Booking System to Expand to 75 and Older
Town of Plympton-Wyoming	"	Resolution: Carbon Tax
Town of Plympton-Wyoming	"	Resolution: Ontario Fire College
Health Unit	"	Media Release: LGL Area Booking Vaccinations for 75+
Health Unit	"	Media Release: LGL Moving to Red – Control Level
Health Unit	Mar 21	Media Release: Outbreak at Rideau Ferry Country Home
Town of Plympton-Wyoming	"	Resolution: Colour Coded Capacity Limits
Health Unit	Mar 22	Vaccine Status Update for March 22
Rogers Communication	"	Rogers to Connect Rural Communities in Eastern ON
Health Unit	"	Pausing Some Services to Manage covid-19 Cases
Niagara Region	"	Resolution: Acknowledge Housing Crisis
SNC	"	SNC Elects New Board Executive and Approves...
South East LHIN	Mar 23	Transfer Order Notice
UCLG	"	eNews
Rideau St. Lawrence	"	President and CEO John Walsh Retiring
AMO	"	Policy Update: OPP Detachment Board Composition ...
AMO	Mar 25	watchfile
MMAH	"	Amendments to Orders Under Reopening Ontario Act
South Grenville Beacon	"	Press Release: Bi-Weekly Newspaper Begins Apr 8
Municipality of Calvin	"	Resolution: Endorsing Legislated Sick Leave
AMO	"	Policy Update: Federal Gas Tax & Updated Covid Reg...
Township of Pickle Lake	"	Resolution: Elections Candidates with Criminal Records
Mohawk Council of Akwesasne	Mar 26	Transfer of 4 Islands from Ontario Power Generation
Ontario News	"	News Release: Two Regions Moving to New Framework
Health Unit	"	Ontario Workplace Education & Enforcement Campaign
Vaccine Distribution Task Force	"	Update from General Rick Hiller
Health Unit	Mar 29	Media Release: 70+ Now Eligible for Covid-19 Vaccine
Health Unit	"	Local Covid-19 Vaccine Status Update
UCLG	"	Counties Council Approves Tax Decrease
SBCC	"	Minutes from Feb 23
Town of Cochrane	"	Resolution: Reverse Decision of Youth Facility Closure
BIC	"	Bioindustrial Innovation Canada Supports Aduro Energy

# RESUMÉ

of correspondence

April 9<sup>th</sup>, 2021

FROM	DATE	SUBJECT
Newsroom	Apr 1	News Release: Ontario Implements Provincewide Brake
Health Unit	"	Media Release: Province Hits Emergency Brake
Health Unit	Apr 2	Media Release: Outbreak Declared at KDH
Township of Hudson	Apr 5	Resolution: Support for Fire Departments
UCLG	Apr 6	New CAO Appointed to Counties
UCLG	"	eNews
Health Unit	"	Local Vaccine Status Update for Week of April 5
Health Unit	Apr 7	Media Release: Increase in Covid-19 Close to Ottawa
Health Unit	"	Media Release: Brockville Covid Vaccine Clinic Expands
Newsroom	"	News Release: Ontario Enacts Stay at Home Order
AMO	Apr 8	watchfile
Health Unit	"	Media Release: Health Unit Warns of Carfentanil in LGL
Newsroom	"	News Release: Additional Protections for Schools
AECOM	Apr 9	Notice of Study Commencement



# RESUMÉ

of correspondence

April 15<sup>th</sup>, 2021

FROM	DATE	SUBJECT
Township of Lake of Bays	Apr 7	Resolution: Colour Coded Capacity Limits
South Grenville Beacon	Apr 8	Retail Re-Sellers
Health Unit	"	Media Release: Brockville Covid-19 Clinic Expands
Health Unit	Apr 9	Media Statement: Collaborating to Enforce Reopening Act
Digital Service Squad	"	Digital and Business Resources
Bell	"	Funding Opportunity to Improve Bell Connectivity
Health Unit	Apr 11	Media Release: Covid-19 Exposure at Brockville Walmart
Health Unit	"	Media Release: Covid-19 Exposure at Shoeless Joe's
TWPEC	Apr 12	Notice of Application and Public Hearing
Ontario News	"	News Release: Ontario Expands Vaccination Locations
UCLG	"	Social Services Relief Fund
Ontario News	"	News Release: Ontario Moves Schools to Online Learning
Health Unit	"	Local Covid-19 Vaccine Status for April 12
EarlyON	"	EarlyON Programming
UCLG	Apr 13	Update to Social Services Relief Fund
Earl B. Connell Foundation	"	Thank you and Donation to TWPEC Fire Department
Volunteer Centre	"	Update and Tax Filing Services
Health Unit	"	Media Release: Covid-19 Exposure at Scotty's Chips
Health Unit	Apr 14	Media Release: Covid-19 Exposure at Social Gathering

# RESUMÉ

of correspondence

April 22<sup>nd</sup>, 2021

FROM	DATE	SUBJECT
AMO	Apr 13	Policy Update: Back to Remote Learning...
AMO	Apr 15	watchfile
Health Unit	Apr 16	Notice: Reminder to Follow Infection Control Measures
United Way	"	Covid19 Vaccination Transportation Program
Vaughn	"	RE: Ontario Fire College
SNC	"	Opening Seasonal Conservation Areas and River Access
AMO	Apr 19	Policy Update: Municipal Code of Conduct Consultation
AMO	"	2021 Conference Program Update
AMO	"	Policy Update: New Covid19 Enforcement Measures
Newsroom	"	Ontario Expands Age Eligibility for AstraZeneca
Health Unit	"	Local Covid19 Vaccine Status Update for April 19
AMO	Apr 20	Policy Update: Federal Budget Highlights...
Health Unit	"	Media Release: Enjoy the Outdoors and be Tick Smart
Newsroom	"	Select Ontario Pharmacies Offering 24/7 Covid19...
Town of Plympton-Wyoming	"	Resolution: Support for 3-digit Suicide Prevention Hotline
UCLG	"	eNews
SNC	"	2020 Annual Report
Town of Cochrane	Apr 21	Resolution: Support for Fire Departments
Spencerville Mill & Museum	Apr 22	The Covid-19 Challenge: History in the Making
AMO	"	watchfile
CN	"	Right of Way Vegetation Control
City of Cambridge	"	Resolution: Request for Paid Sick Leave

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

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

• Report dated March 29 (2021-28)	\$13,204.25
• Report dated March 30 (2021-29)	\$1,515,199.07
• Report dated April 6 (2021-30)	\$174,810.93
• Report dated April 14 (2021-36)	\$82,068.01
• Report dated April 22 (2021-38)	\$129,012.23
• Report dated April 22 (2021-39)	\$152,112.68
• Report dated April 22 (2021-40)	\$9,990.00
<b>TOTAL:</b>	<b>\$2,076,397.17</b>

☐ Carried    ☐ Defeated    ☐ Unanimous

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

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

Report Date  
3/29/2021 8:46 AM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 3/29/2021  
Batch: 2021-00028

Page 1

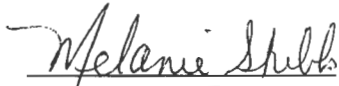
Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
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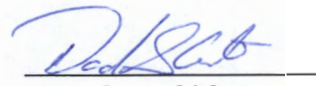
**Bank Code: AP - REVENUE FUND**

Proposed Payments:

Ch		<b>Minister Of Finance</b>				
		2021 Fleet		Fleet Sticker renewal 2021	13,204.25	13,204.25
					Total for AP:	13,204.25

Certified Correct This March 29, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
3/30/2021 9:56 AM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 3/30/2021  
Batch: 2021-00029

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: EFT - electronic funds transfer</b>					
Proposed Payments:					
EFT		<b>AIG Insurance Company of Can.</b>			
		2021 renewal	2021 renewal	9,196.20	9,196.20
EFT		<b>Acklands-Grainger Inc.</b>			
		9808505094	wtp - filter	157.00	
		9815364295	wtp - lamps	24.05	181.05
EFT		<b>Ashley Harmsma</b>			
		0000713	it webstie	113.00	113.00
EFT		<b>Beach Home Hardware</b>			
		821685-1	wwtp - discs	37.27	
		821796-1	rec- adapter/bushing	17.72	54.99
EFT		<b>Black &amp; McDonald Limited</b>			
		70-1174954	WWTP -monthly pm	383.44	383.44
EFT		<b>Brenntag Canada Inc.</b>			
		46321283	wtp - chemicals	2,057.68	2,057.68
EFT		<b>Burchell's Home Hardware</b>			
		38189	pw - nuts/bolts	19.78	
		38203	rec-paint, plumbing, houseware	39.56	59.34
EFT		<b>Caduceon Enterprises Inc.</b>			
		21-1853	wwtp - testing	1,834.95	
		21-1854	lagoon testing	73.05	
		21-1855	ind park - testing	134.24	
		21-1856	wtp - testing	905.90	2,948.14
EFT		<b>Catholic District School Board</b>			
		1st Qtr 2021	1st Quarter Payment	106,726.00	106,726.00
EFT		<b>Cervus Equipment</b>			
		CP179348	pw - T8 lamp	112.98	
		CS48375	pw - PM T5	744.82	
		CP179457	pw - lights T8	56.49	
		CP179569	pw - lights T5	129.59	1,043.88
EFT		<b>Compass Minerals Canada</b>			
		767427	pw - salt - pittston	8,739.28	
		774200	pw - salt - cardinal	3,962.44	
		774630	pw - salt - pittston	7,613.88	20,315.60
EFT		<b>Conseil Des Ecoles Publique De</b>			
		1st Qtr 2021	1st Qtr 2021	3,615.00	3,615.00
EFT		<b>Coville Electric</b>			
		5146	spen rink service call	90.40	
		5147	town hall service generator	271.20	361.60
EFT		<b>Crane Supply</b>			
		14-089679	wtp - plumbing supplies	166.81	166.81
EFT		<b>Digital Business Systems Inc.</b>			
		28072	fd - copy charges	55.94	55.94
EFT		<b>Drummond's Gas</b>			

Report Date  
3/30/2021 9:56 AM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 3/30/2021  
Batch: 2021-00029

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		2252256	pw - fuel t19-01	54.75	
		2252264	rec - fuel	79.45	
		2252287	pw - fuel T19-01	40.20	
		2252318	pw - fuel T19-01	52.95	
		2252320	fd - water/fuel T9	96.75	
		2250262	pw - fuel T19-01	41.95	
		2250289	fd - fuel T2	73.12	
		2250297	pw - fuel T1	100.52	539.69
EFT		<b>ET Performance</b>			
		23655	pw - valves sticking t7	369.51	
		23683	pw - hyd line T5	1,167.90	
		23695	pw - hyd line T5	1,517.74	3,055.15
EFT		<b>Easy-Kleen</b>			
		81479	pw - pressure washer repairs	3,892.85	3,892.85
EFT		<b>Emond Harnden LLP</b>			
		202280	Admin Legal	186.45	
		20281	Admin Legal	5,531.35	
		202282	Admin Legal	1,926.65	7,644.45
EFT		<b>Enviro-Guard Plus Inc.</b>			
		CAR030 2021	es, card library	1,066.79	
		CAR038 2021	parks-waterfront pavillion	281.79	
		CAR037 2021	south centre	369.02	
		CAR032 2021	fd	194.57	
		CAR034 2021	wmpgs-3207 Windmill Rd	194.57	
		CAR036 2021	pw-4035 Dishaw	369.02	
		CAR033 2021	fd # 1	449.53	
		TWSP020-2021	cardinal snack bar	181.15	3,106.44
EFT		<b>Falcon Security Co.</b>			
		1000068265	spen arena annual security	742.98	
		1000068266	cardinal annual security	645.23	1,388.21
EFT		<b>G T Automotive</b>			
		043546	rec replace oil cooler assembl	443.19	443.19
EFT		<b>GAL Power Systems Ottawa Ltd</b>			
		90513	wwtp - generator	762.75	762.75
EFT		<b>Grand &amp; Toy</b>			
		R741835	storages boxes	56.94	
		R743660	paper for tax insert	69.92	
		R752722	paper- envelopes	619.06	745.92
EFT		<b>Greer Galloway Consulting Eng</b>			
		24267	pw - drainage services	661.28	661.28
EFT		<b>Hach Sales &amp; Service Canada Lt</b>			
		243766	wtp - supplies	135.44	135.44
EFT		<b>Hansler Smith Limited</b>			
		5646223	disposable gloves	196.28	196.28
EFT		<b>Howard Campbell &amp; Sons Ltd.</b>			
		MR3476	portable rental transfer site	120.00	120.00

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
EFT		<b>Innovative Control Solutions</b>			
		47918	wtp parts	959.19	959.19
EFT		<b>Mac's Convenience Store Inc.</b>			
		136939	es fuel	87.00	
		136940	wmpgs - fuel	78.00	
		136941	wwtp -fuel	76.03	
		136942	pw fuel T1	90.00	
		136943	ind park fuel	46.96	
		136945	wtp -fuel	79.00	
		136946	pw -fuel T1	80.00	
		136947	rec -fuel	85.70	
		136948	wwtp fuel	54.00	676.69
EFT		<b>Nine Mile Repair Inc</b>			
		247	pw - blade repair volvo	2,740.25	
		248	pw chain repairs T7	268.38	3,008.63
EFT		<b>Norton's Crane Rentals</b>			
		1789	winter contract as listed	17,651.28	17,651.28
EFT		<b>O'Reilly's Independent Grocer</b>			
		05 1136	fd - supplies	33.88	33.88
EFT		<b>OnServe</b>			
		61471	IT contract services	3,359.47	3,359.47
EFT		<b>Postmedia Network Inc</b>			
		478665	agenda advertising	452.00	452.00
EFT		<b>Purolator Courier Ltd.</b>			
		446863304	fd/admin couriers	30.31	
		446927800	admin courier	29.40	59.71
EFT		<b>Rush Truck Centres of Canada</b>			
		1032522	pw - auto greaser T20-8	3,440.53	
		533983KV	pw - paint	1,011.18	4,451.71
EFT		<b>Sani Gear Inc</b>			
		6663	fd gear repairs	136.73	
		6704	fd -gear rental	135.60	272.33
EFT		<b>Selleck Truck &amp; Trailer Repair</b>			
		116112	fd batteries P4	673.68	673.68
EFT		<b>Smartcell Communications Inc</b>			
		KINBIIN118	Treasurer Cellphone	300.57	300.57
EFT		<b>South Nation Conservation</b>			
		IN21709	1st Payment Levy 2021	18,549.67	18,549.67
EFT		<b>Spencerville Home Hardware</b>			
		74028	pw - supplies	103.93	
		74030	pw - batteries	4.72	
		74053	pw hose nozzle	14.11	122.76
EFT		<b>TRS Heating &amp; Cooling Ltd.</b>			
		18637119	Furnace main - spen library	168.37	
		18639933	furnace main- cardinal library	336.74	505.11
EFT		<b>Tenaquip Ltd.</b>			



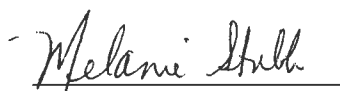
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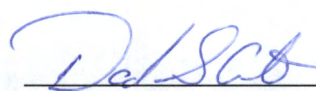
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		13701026-00	fd supplies	273.27	273.27
EFT		<b>Ultramar</b>			
		05466141707231	pw 1934.3L clear diesel Dishaw	2,223.78	
		0546614707232	pw 901.5L col diesel Dishaw	890.75	
		03916804707233	pw 3617.4L clear diesel cty22	4,173.10	
		03916792707234	pw - hydraulic oil	535.89	
		03916816707235	wwtp - 867.6L dyed diesel	867.53	
		03916816707236	wwtp - 849.2L dye diesel	850.11	9,541.16
EFT		<b>United Counties Of Leeds &amp;</b>			
		1st Qtr 2021CR	1st Qtr Levy - Counties	41,791.48-	
		IVC 6480	pw - sign posts	2,157.76	
		INV 19684	1st Qtr Levy - Counties	825,296.05	785,662.33
EFT		<b>Upper Canada District</b>			
		1st Qtr 2020-01	1st Qtr 2021	465,615.75	465,615.75
EFT		<b>Waste Connections of Canada</b>			
		7150-0000368923	w/d bins & w/d curbside	31,347.91	
		7150-0000369819	wwtp sludge removal	141.90	31,489.81
EFT		<b>White's Wearparts Ltd.</b>			
		0000134290	pw - cable chain T20-08	510.90	
		0000134300	pw - T20-08 New plow blade	517.36	
		0000134302	pw - full cross chain - T7	333.35	
		0000134303	pw - shop	101.34	1,462.95
EFT		<b>Williams, Rebecca</b>			
		Jan-Feb 2021	Jan-Feb Mileage & course book	106.80	106.80
				Total for EFT:	1,515,199.07

Certified Correct This March 30, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: PAD - Preauthorized Debit</b>					
Proposed Payments:					
Ch		<b>Bell Canada</b>			
		658-2141 03-21	spencerville arena	118.65	
		658-3055 03-21	admin	441.70	
		658-3001 03-21	stn1 Bell Mar 2021	135.87	
		536626539 03-21	Cardinal Arena internet	50.79	
		538898923 03-21	Internet spencerville Arena	71.13	818.14
Ch		<b>Canadian National Railway Co.</b>			
		91564251	pw - corssing maitenance	653.00	653.00
Ch		<b>Director Family Responsibility</b>			
		March 2021	March 2021 garnishees	919.00	919.00
Ch		<b>Hydro One Networks Inc.</b>			
		98445 03-21	pw-spencerville streetlights	448.40	
		02595 03-21	spencerville arena	2,427.05	
		19876 03-21	spencerville arena	4,403.16	
		03768 03-01	ball diamond	30.81	
		16052 03-21	johnstown pool	30.81	
		77395 03-21	south centre	251.48	
		64439 03-21	wwtp-3207 Windmill	1,545.33	
		24405 03-21	pw-streetlights GT Blvd	13.60	
		10647 03-21	pw-4145 Shanly	683.13	
		18196 03-21	lagoon-2301 RD 21	358.37	10,192.14
Ch		<b>MuniSoft</b>			
		2021-22-00300	admin stationary - tax notices	508.72	508.72
Ch		<b>Ontario Municipal Employees</b>			
		February 2021	February 2021 contributions	26,531.18	26,531.18
Ch		<b>Receiver General For Canada</b>			
		PP 6 2021 PT	PP 6 2021 PT source deductions	2,602.81	
		PP 6 2021 FT	PP 6 2020 FT source deductions	24,690.83	27,293.64
Ch		<b>Reliance Home Comfort</b>			
		4422619 03-21	rec hot water heater rental	273.91	273.91
Ch		<b>Rideau St Lawrence</b>			
		250-00 02-21	cardinal pool	32.15	
		502-00 02-21	ball diamond Cardinal	32.15	
		504-00 02-21	parks 1800 Dundas	32.15	
		290-00 02-21	parks-1700 Dundas	34.99	
		496-00 02-21	wwtp-417 Hwy2	46.46	
		435-00 02-21	wwtp-172 Henry	141.96	
		450-00 02-21	wtp-water tower	347.39	
		500-01 02-21	cardinal library	424.37	
		501-00 02-21	fd stn 2	439.26	
		231-00 02-21	pw-4035 Dishaw	969.93	
		430-00 02-21	wtp-2000 Dundas	1,425.93	
		119-01 02-21	ind park water	7,053.54	
		270-00 02-21	pw-cardinal streetlights	1,960.24	

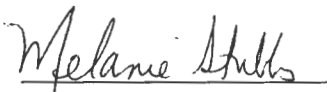
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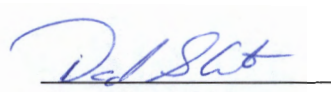
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		464-00 03-21	wwtp-4000 John	6,035.70	
		505-01 03-21	cardinal arena	6,482.24	
		370-00 03-21	wwtp-adelaide	374.10	25,832.56
Ch		<b>Royal Bank Visa</b>			
		8356 02-21	D. Grant RBC Visa Feb 2021	558.50	
		3850-03-21	M. Stubbs - RBC Visa Feb 2021	3,160.32	
		2719 03-21	R.Williams RBC visa Mar 2021	647.11	
		5988 03-21	G Shaw RBC visa Feb 2021	442.00	
		2752 03-21	B. Moore RBC Visa Mar 2021	1,360.95	6,168.88
Ch		<b>Scotiabank</b>			
		Mar 22 2021	Recreation Truck Loan Payment	476.46	476.46
Ch		<b>Superior Propane</b>			
		33456183	6055 County Rd #44	1,690.29	
		33545724	rec - 4050 Dishaw St	146.93	
		33561226	4145 County Rd 22	3,457.72	
		33633858	18 Centre Street	1,514.46	
		33633857	rec - 4050 Dishaw St	97.68	6,907.08
Ch		<b>Telus Mobility</b>			
		16215291150	March 2021	2,242.24	2,242.24
Ch		<b>Township of Edwardsburgh/Cardi</b>			
		PP 7 2021	PP 7 2021 Payroll Clearing	58,837.61	
		PP 7 2021 QP	PP 7 2021 QP Payroll Clearing	2,158.95	60,996.56
Ch		<b>Workplace Safety &amp; Insurance</b>			
		Feb 2021	Feb 2021 Premium	4,997.42	4,997.42
				Total for PAD:	174,810.93

Certified Correct This April 6, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
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Township of Edwardsburgh/Cardinal  
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: EFT - electronic funds transfer</b>					
Proposed Payments:					
EFT		<b>Abell Pest Control Inc.</b>			
		A3308921	contract pest control	76.76	76.76
EFT		<b>Acklands-Grainger Inc.</b>			
		9824558051	wtp - plumbing supplies	13.33	
		9826295504	wwtp - switches	47.62	60.95
EFT		<b>Black Dog Tirecraft Morrisburg</b>			
		IM0041259	pw - tire repair T6	162.44	
		IM0041277	pw - tire repairs volvo	191.56	354.00
EFT		<b>Brian Moore</b>			
		April 2021	fd - food for structure fire	40.00	40.00
EFT		<b>Bunzl Canada Inc</b>			
		66391340	Cardinal arena repairs	233.35	
		66391345	blade kit	132.13	365.48
EFT		<b>Burchell's Home Hardware</b>			
		38261	fd - bulbs/supplies	194.77	
		38266	pw - paint/cleaners	259.09	
		38275	wwtp - gloves/supplies	54.33	
		38303	Arena Supplies & Boots	624.92	
		38356	rec - hardware, garden, etc	94.54	
		38402	pw - nuts/bolts	608.49	1,836.14
EFT		<b>CIMCO Refrigeration</b>			
		90759822	cardinal/spenc arena repairs	6,447.78	6,447.78
EFT		<b>Canadian Union Of Public</b>			
		Mar 2021	Mar 2021 Union dues collected	680.00	680.00
EFT		<b>Cervus Equipment</b>			
		CP179699	pw - t7	34.88	
		CS48436	PW-PM-T19-04	519.64	
		CS48456	Pw-PM-T20-3	175.74	730.26
EFT		<b>Compass Minerals Canada</b>			
		780917	pw - salt - pittston	8,452.90	8,452.90
EFT		<b>Coville Electric</b>			
		5164	cardinal rink repairs	1,006.38	1,006.38
EFT		<b>DBC Environmental Services Ltd</b>			
		009617	wtp - hydrovac truck	1,709.69	1,709.69
EFT		<b>Davie Deline</b>			
		March 2021	cleaning for March 2021	950.00	950.00
EFT		<b>Drummond's Gas</b>			
		2250308	pw- fuel T19-1	39.50	
		2250323	fd - Fuel T9	108.00	
		2250341	pw - fuel T19-01	46.60	
		2250214	pw - fuel T19-1	40.65	
		2250352	fd - fuel T9	84.17	
		2250386	fd - fuel	55.71	

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		2250390	fd - water and fuel T9	99.50	
		2250407	rec - fuel	88.30	
		2250399	pw - fuel T19-1	102.00	
		2250421	fd -fuel	78.02	742.45
EFT		<b>Eastlink</b>			
		15307666	pw/fd phone	332.73	332.73
EFT		<b>Electro Sonic Group Inc.</b>			
		RF1382-02	wwtp - parts	305.33	305.33
EFT		<b>Eric Wemerman</b>			
		March 2021	wwtp - supplies	8.99	
		March 2021 #2	lagoon supplies	8.58	
		April 2021	lagoon - voltage display meter	26.58	44.15
EFT		<b>Falcon Security Co.</b>			
		1000068320	lagoon - annual monitoring	474.60	
		1000068321	lagoon - annual monitoring	474.60	
		1000068322	lagoon- annual monitoring	474.60	1,423.80
EFT		<b>Fire Marshal's Public Fire</b>			
		IN158026	fd - publications	176.91	176.91
EFT		<b>Future Office Products</b>			
		FOP190909	admin copier	313.97	313.97
EFT		<b>G T Automotive</b>			
		043643	pw - oil change T19-01	114.95	
		043635	wtp - oil change	106.82	
		043640	wwtp - oil change	102.37	324.14
EFT		<b>G. Tackaberry &amp; Sons</b>			
		K-0336631	pw - cold mix	1,240.13	1,240.13
EFT		<b>Goldsmith Saw</b>			
		1973599	Ice Blade Sharpened	111.31	111.31
EFT		<b>Grand &amp; Toy</b>			
		R790880	admin - stationery	33.73	
		R793290	admin-stationery/kitchen sup	55.75	89.48
EFT		<b>Hansler Smith Limited</b>			
		5644197	pw - wipes	78.54	
		5647102	wipers	107.28	
		5647466	toilet paper/hand sanitizer	63.95	249.77
EFT		<b>Island City Training &amp; Service</b>			
		162	bylaw enforcement	1,847.55	1,847.55
EFT		<b>Joe Computer</b>			
		134101	March monthly internet	380.81	
		136124	April Internet Services	380.81	761.62
EFT		<b>John Dobbie</b>			
		March 2021	fd - medical DZ	175.00	175.00
EFT		<b>Jp2g Consultants Inc</b>			
		32361	Waste Disp Scott Road Consult	1,511.38	
		32382	Waste Disp Pittston Rd Monitor	5,520.05	7,031.43
EFT		<b>K E Bush Construction Ltd.</b>			

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		14412	pw - cardinal shop	128.53	128.53
EFT		<b>King Edward Auto Parts</b>			
		6029-195182	pw - shop	127.08	
		6029-195230	shop equipment for compressor	91.29	
		6029-195235	shop supplies	141.25	
		6029-195257	pw - light	25.19	384.81
EFT		<b>Limerick Environmental Svcs</b>			
		2020-4008	bin pickup transfer site	1,622.97	1,622.97
EFT		<b>Mac's Convenience Store Inc.</b>			
		136949	pw -fuel T1	100.09	
		136950	rec -fuel	71.30	
		136951	pw - fuel	100.00	
		136952	rec -fuel	52.98	
		136953	ind park fuel	94.24	
		136954	wmpss - fuel	98.00	
		136955	pw - fuel T19-1	90.00	
		136956	rec - fuel	107.00	
		136957	pw - fuel T19-1	90.00	
		136958	pw - fuel T19-1	91.01	
		136959	rec -fuel	94.98	
		136962	wwtp - fuel	74.00	
		136963	wtp - fuel	93.59	1,157.19
EFT		<b>Marley Perrin</b>			
		March 2021	Townhall Custodian	750.00	750.00
EFT		<b>Nick E Milanovic</b>			
		010421	MVH Matter Legal	3,488.88	3,488.88
EFT		<b>Nine Mile Repair Inc</b>			
		257	reparis T5	628.13	628.13
EFT		<b>Novatech</b>			
		1028955	general planning advisory	1,517.03	1,517.03
EFT		<b>O'Reilly's Independent Grocer</b>			
		08 4456	fd - training supplies	64.03	64.03
EFT		<b>OnServe</b>			
		61764	Onserve Support for April	3,359.47	3,359.47
EFT		<b>Postmedia Network Inc</b>			
		488357	agenda advertising	452.00	
		489591	admin - job posting	305.10	757.10
EFT		<b>Purolator Courier Ltd.</b>			
		446985824	fd - gear cleaning	6.99	
		447043789	admin courier	10.18	17.17
EFT		<b>Sands</b>			
		00707786	fd - masks	176.14	176.14
EFT		<b>Sani Gear Inc</b>			
		6767	fd - gear cleaning	118.09	118.09
EFT		<b>Spencerville Home Hardware</b>			
		74102	rec - supplies	16.14	

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Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		74147	rec - wall drills	15.81	
		74174	pw - shop vac	289.25	
		74224	library - gloves	40.66	361.86
EFT		<b>Stephen Campbell</b>			
	April 2021		wwtp-safety glasses -S.Campbel	299.00	299.00
EFT		<b>Steven Roberts</b>			
	March 2021		fd - course exp meal	44.15	44.15
EFT		<b>T.A.S. Communications</b>			
	0000358041		rec phone	98.20	98.20
EFT		<b>Tenaquip Ltd.</b>			
	13371137-02		wtp - gloves	70.51	
	13595233-00		wtp - gloves	351.93	
	13731880-00		wwtp - supplies	190.65	
	13748520-00		lagoon eye wash	47.64	660.73
EFT		<b>Ultramar</b>			
	03916816707240		wwtp - tanks	13,673.00	
	03916804707242		pw 2490.2L clear diesel cty22	2,914.95	16,587.95
EFT		<b>United Counties Of Leeds &amp;</b>			
	INV 19701		legal - tax appeal	1,757.13	
	INV19721		fire comm debenture	7,051.90	8,809.03
EFT		<b>Universal Supply Group 3735</b>			
	964-347698		credit rad hose	98.28-	
	964-348841		rec -fuse	6.92	
	964-350746		wwtp - supplies	56.84	
	964-351477		rec - gasket	6.05	
	964-351866		rec - oil	88.29	
	964-353566		pw - supplies	359.95	
	964-353567		pw - cleaner	50.92	
	964-353807		pw - engine shampoo	246.23	716.92
EFT		<b>Vicki Cucman</b>			
	March 2021		pw - license sticker - mileage	75.33	
	April 2021		fd - supplies/food fire	160.62	235.95
EFT		<b>Vincera Kennels</b>			
	620480		March 2021 Pound fees	1,400.00	1,400.00
EFT		<b>Westburne Ontario</b>			
	1804740		wwtp - battery	203.90	
	1814729		wtp - solenoid	592.29	796.19
EFT		<b>Xerox Canada Ltd.</b>			
	85395160		wwtp- copies	8.38	8.38
				Total for EFT:	82,068.01



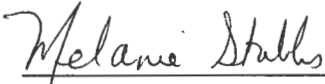
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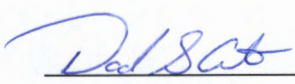
Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/14/2021  
Batch: 2021-00036

Page 5

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
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Certified Correct This April 14, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
4/22/2021 12:03 PM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/22/2021  
Batch: 2021-00038

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: PAD - Preauthorized Debit</b>					
Proposed Payments:					
Ch		<b>Bell Canada</b>			
		657-4468 03-21	wtp-lagoon	101.10	
		925-5822 03-21	south centre	106.57	
		657-4606 03-21	pw-Pittston shop	120.37	
		657-4850 03-21	wwtp-Jon St	155.06	
		657-3765 03-21	wwtp-John st	312.24	
		657-3210 03-21	cardinal arena	146.04	941.38
Ch		<b>Canadian Union Of Public</b>			
		Feb 2021	Feb 2021 Union dues collected	660.00	660.00
Ch		<b>De Lage Landen Financial</b>			
		04/15/2021	pw/fd copier lease	158.12	158.12
Ch		<b>Hydro One Networks Inc.</b>			
		62670 03-21	wwtp-flett st	42.21	
		25495 03-21	spencerville library	136.28	
		71283 03-21	lagoon- 1 Spencer	640.63	
		03696 03-21	fd stn 1	792.29	
		53082 03-21	lagoon 2803 CR 21	55.83	
		32562 03-21	lagoon 4 Charles	56.58	
		24430 03-21	ball diamonds	199.68	
		27613 03-21	admin	1,083.23	
		41324 03-21	parks-CR44 clock	47.40	
		82278 03-21	pw-streetlights	89.96	
		64112 03-21	pw-streetlights	357.26	3,501.35
Ch		<b>Komatsu Financial</b>			
		594390	pw-L1 lease payment	3,447.69	3,447.69
Ch		<b>LBC Capital</b>			
		1676283	copier lease	183.06	183.06
Ch		<b>Minister Of Finance</b>			
		April 2021	March 2021 EHT premium	3,609.95	3,609.95
Ch		<b>MuniSoft</b>			
		2021/22-00541	Counter Receipt Paper	67.97	67.97
Ch		<b>RBC Loan 21655469008</b>			
		April 2021	JR-DR drain loan	1,331.00	1,331.00
Ch		<b>Receiver General For Canada</b>			
		PP 7 2021 PT	PP 7 2021 PT source deductions	2,160.87	
		PP 7 2021 FT	PP 7 2020 FT source deductions	23,404.18	25,565.05
Ch		<b>Rideau St Lawrence</b>			
		270-00 03-21	pw-cardinal streetlights	1,988.52	
		435-00 03-21	wwtp-172 Henry	123.50	
		450-00 03-21	wtp-water tower	333.46	
		370-00 03-21a	wwtp-adelaide	306.27	
		430-00 03-21	wtp-2000 Dundas	1,361.67	4,113.42
Ch		<b>Royal Bank Visa</b>			
		8584 03-21	M.Spencer RBC Visa - Mar	580.59	580.59

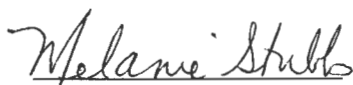
Report Date  
4/22/2021 12:03 PM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/22/2021  
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Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Ch		<b>Scotiabank</b>			
	April 5, 2021		Recreation Truck Loan Payment	476.46	476.46
Ch		<b>Scotiabank Loan</b>			
	April 2021		ES truck loan 2021	954.08	954.08
Ch		<b>Sun Life Financial</b>			
	April 2021		Monthly Premiums	15,879.04	15,879.04
Ch		<b>Superior Propane</b>			
	33762651		rec - 4050 Dishaw St	11.30	11.30
Ch		<b>Township of Edwardsburgh/Cardi</b>			
	PP 8 2021		PP 8 2021 Payroll Clearing	60,333.97	60,333.97
Ch		<b>Union Gas Limited</b>			
	109-6754 03-21		wwtp-adelaide	109.27	
	109-6746 03-21		Cardinal library	183.99	
	109-6089 03-21		fd stn 2	393.91	
	109-6090 03-21		pw-4035 dishaw	509.78	
	278-0654 03-21		cardinal arena	1,417.08	
	109-7909 03-21		south centre	350.09	
	109-6795 03-21		wtp-2000 Dundas	1,198.33	
	109-6760 03-21		wwtp-4000 John	3,035.35	7,197.80
				Total for PAD:	129,012.23

Certified Correct This April 22, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
4/22/2021 12:41 PM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/22/2021  
Batch: 2021-00039

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
<b>Bank Code: AP - REVENUE FUND</b>					
Proposed Payments:					
Ch		<b>416 Courier</b> 1079	Water sample courier	253.12	253.12
Ch		<b>AJ's Water Treatment</b> 6741	es-lamps smell sytems	885.92	885.92
Ch		<b>African Bronze Honey</b> April 20, 2021	Refund Planning App Deposit	159.58	159.58
Ch		<b>Ardon Landscapes Inc</b> 636	fd- stn#1 landscaping	1,038.98	1,038.98
Ch		<b>Association of Municipalities</b> CT003173	workshop - T. Deschamps	203.40	203.40
Ch		<b>Bell Canada</b> CA4753	pw - culvert replacement	12,153.74	12,153.74
Ch		<b>Dave's Reliable Signs Ltd.</b> 23229	civic posts	1,288.20	
		23277	Civic # blades	480.25	1,768.45
Ch		<b>Deborah Lawrence</b> April , 2021	overpayment TR#701-045-02701	154.82	154.82
Ch		<b>Greenfield Ethanol</b> April 13, 2021	refund overpayment 020-009950	11,295.20	11,295.20
Ch		<b>Gregory Garswood</b> Jan, Feb, Mar 21	Shovelled/salted Johnstown Com	200.00	200.00
Ch		<b>Interprovincial Insulation Inc</b> 0000196	Brine Piping Insulation	2,280.00	2,280.00
Ch		<b>James Purcell Insurance</b> March 31 2021	overpaid 040-09300	50.00	50.00
Ch		<b>Jonathan Allen</b> April 1, 2021	overpayment TR#702-005-09100	117.42	117.42
Ch		<b>Kemira Water Solution Canada</b> 9019197651	wtp - chemicals	3,065.92	3,065.92
Ch		<b>Lifesaving Society</b> S032077	Swim Program Licence fee	502.00	502.00
Ch		<b>Minister of Finance</b> 212203211252052	February 2021 OPP billing	98,534.00	
		211204211258050	OPP Credit	1,179.00-	97,355.00
Ch		<b>Mobile Emissions Testing Inc.</b> 124790	pw-emission tests T7,T20-8T4T5	700.60	700.60
Ch		<b>Onix Networking Canada Inc.</b> Ca21213	pdf remediation software	5,631.17	5,631.17
Ch		<b>Planes Precast Concrete</b> 0000183699	storm - grade ring - Dundas	336.74	336.74
Ch		<b>Prescott Fire Department</b> Mar 18/21	Hwy416NB-Prescott Aerial assit	1,465.20	

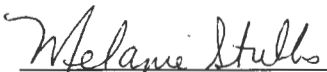
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Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/22/2021  
Batch: 2021-00039

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		March 31, 2021	MTO response Aug20, 2020	3,000.00	
		April 1, 2021	MTO-Hwy401 Automatic feb3/21	488.40	4,953.60
Ch		<b>Prevention &amp; Regulatory</b>			
		665	JHSC training	915.30	915.30
Ch		<b>Quintan Products Inc.</b>			
		0000150800	storm dundas street	233.91	233.91
Ch		<b>Rideau St Lawrence</b>			
		Marc 30, 2021	payment in error Joan Claridge	377.14	377.14
Ch		<b>Sproule Powerline Construction</b>			
		40988	pw - street light repairs	607.94	607.94
Ch		<b>Technical Standards &amp; Safety</b>			
		3607453	rec - elevating devices inspec	232.22	232.22
Ch		<b>Township of Augusta</b>			
		April 1, 2021	payment error TR 706-025-04702	1,288.11	1,288.11
Ch		<b>Willis Kerr Contracting Ltd.</b>			
		114900	pw - road repairs	1,577.39	
		114908	pw - road repairs	1,319.84	
		114916	pw - road repairs	1,946.67	4,843.90
Ch		<b>Xiliticx Inc.</b>			
		Issued To: Xiliticx Inc.			
		772	pw - patrol app	508.50	508.50
				Total for AP:	152,112.68

Certified Correct This April 22, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

Report Date  
4/22/2021 1:36 PM

Township of Edwardsburgh/Cardinal  
**List of Accounts for Approval**  
As of 4/22/2021  
Batch: 2021-00040

Page 1

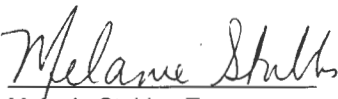
Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
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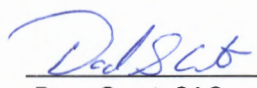
**Bank Code: AP - REVENUE FUND**

Proposed Payments:

Ch		<b>Centennial 67 Public School</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Connect Youth Inc.</b>			
	April 21, 2021		2021 Community Grants	1,000.00	1,000.00
Ch		<b>Food For All Food Bank</b>			
	April 21, 2021		2021 Community Grants	1,000.00	1,000.00
Ch		<b>Friends of the Windmill</b>			
	April 21, 2021		2021 Community Grants	990.00	990.00
Ch		<b>Girl's Incorporated of Upper</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Grenville County Historical</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Prescott Figure Skating Club</b>			
	April 21, 2021		2021 Community Grants	1,000.00	1,000.00
Ch		<b>South Edwardsburgh Public</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>South Edwardsburgh Recreation</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Spencerville Agricultural</b>			
	April 21, 2021		2021 Community Grants	1,000.00	1,000.00
Ch		<b>Spencerville Mill Foundation</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Spencerville Scout Group</b>			
	April 21, 2021		2021 Community Grants	500.00	500.00
Ch		<b>Upper Canada Folkfest</b>			
	April 21, 2021		2021 Community Grants	1,500.00	1,500.00
				Total for AP:	9,990.00

Certified Correct This April 22, 2021

  
Melanie Stubbs, Treasurer

  
Dave Grant, CAO

**CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2021-**

**“BEING A BY-LAW TO AUTHORIZE AN AMENDMENT TO THE SITE PLAN  
CONTROL AGREEMENT REGISTERED AS INSTRUMENT PR185590  
AS AUTHORIZED BY BY-LAW 2004-17”**

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh entered into a Site Plan Control Agreement with Ellen Purvis by By-law 2004-17 at the regular meeting of Council on May 25<sup>th</sup>, 2004, which agreement was registered on November 30, 2004 as Instrument No. PR185590; and

**WHEREAS** the Township has received an application to amend the existing site plan control agreement for the lands in Schedule “A” of Bylaw 2004-17; and

**WHEREAS** Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P. 13, as amended to the Council of the Corporation of the Township of Edwardsburgh Cardinal to enter into and amend such agreements; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal wishes to amend Exhibit 1 of Schedule “B” to reflect the change in lot size and dimension.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That Exhibit 1 of Schedule “B” of Site Plan Control Agreement, authorized by By-law 2004-17 and registered on title as Instrument No. PR185590 on November 30, 2004 shall be deleted and replaced with the attached Exhibit 1 of Schedule “B” which shall form part of this Agreement.
2. That all other provisions of Site Plan Control Agreement Instrument No. PR185590 shall remain in force and effect.
3. That this by-law shall come into force and effect upon passing.

Read a first and second time in open Council this 26 day of April, 2021.

Read a third and final time, passed, signed and sealed in open Council this 26 day of April, 2021.

---

**Mayor**

---

**Clerk**

**CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL  
AMENDMENT TO SITE PLAN CONTROL AGREEMENT  
REGISTERED AS INSTRUMENT NO. PR185590  
AS AUTHORIZED BY BYLAW 2004-17**

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

BETWEEN:

**ELLEN PURVIS**  
(the "Owner")

AND:

**THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**  
(the "Township")

WHEREAS: the Council of the Corporation of the Township of Edwardsburgh entered into a Site Plan Control Agreement with Ellen Purvis by Bylaw 2004-17 at the regular meeting of Council on May 25<sup>th</sup>, 2004, which agreement was registered on November 30, 2004 as Instrument No. PR185590.

AND WHEREAS: the Township has received an application to amend the existing site plan control agreement for the lands described in Schedule "A" to the agreement of bylaw 2004-17;

AND WHEREAS: the Township has enacted Zoning By-law No. 2012-35, as amended, which regulates the use of land, buildings and structures in the Township of Edwardsburgh/Cardinal;

AND WHEREAS: the Township has enacted By-law No. 2002-31 providing for the entering into this Agreement under Section 41 of The Planning Act, as amended;

AND WHEREAS: the Council of the Corporation of the Township of Edwardsburgh/Cardinal wishes to amend Exhibit 1 of Schedule "B" of Site Plan Control Agreement Instrument No. PR185590 to reflect the change in lot size and dimension;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of other valuable considerations and the sum of one dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Township (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

1. That Exhibit 1 of Schedule "B" of Site Plan Control Agreement, authorized by By-law 2004-17, be deleted and replaced with the attached Site Plan which shall form part of this Agreement.



AMENDMENT TO SITE PLAN CONTROL AGREEMENT  
BETWEEN ELLEN PURVIS  
AND THE TOWNSHIP OF EDWARDSBURGH CARDINAL

2. That all other provisions of the Site Plan Control Agreement Instrument No. PR185590 shall remain in force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

We have authority to bind the  
Corporation.

OWNER, ELLEN PURVIS

X Ellen Purvis  
Owner

I have the authority to bind the  
Corporation.

DATED AT Spencerville, ON this \_\_\_\_\_ day of \_\_\_\_\_, 2021



13

12

11

13

12

11

Site Plan of  
**PART OF LOTS 11 & 12**  
 (North Water Street)  
 (South Side First Street)  
 (North Side First Street)  
**REGISTERED PLAN No. 6**  
 Geographic Township of Edwardsburgh  
**MUNICIPALITY OF**  
**EDWARDSBURGH - CARDINAL**  
**COUNTY OF GRENVILLE**

SCALE: 1" = 40'



(Subject to Non-Maintenance  
 Agreement under By-Law 98-28)

(Closed by By-Law #327)

13

13

COUNTY ROAD No. 2

STREET  
 QUEEN

## NOTES

ELEVATIONS ARE GEODETIC AND REFERRED TO BENCHMARK  
 No. 00119830010, HAVING AN ELEVATION OF 78.097m.

BEARINGS ARE ASTRONOMIC AND REFERRED TO THE SOUTH  
 LIMIT OF FIRST STREET AS SHOWN ON REFERENCE PLAN  
 15R-9703, HAVING A BEARING OF N40°38'00"E.

## SITE AREA

AREA NORTH OF FIRST STREET.....1.163ac.  
 AREA SOUTH OF FIRST STREET.....3.446ac.

## LEGEND

- DENOTES UTILITY POLE & GUY WIRE
- DENOTES FENCE
- DENOTES EXISTING OVERHEAD UTILITY LINE
- DENOTES CULVERT
- DENOTES DRAINAGE DITCH
- DENOTES EDGE OF ASPHALT
- DENOTES BELL CANADA PEDESTAL
- DENOTES IRON SURVEY MONUMENT
- DENOTES EXISTING SPOT HEIGHT
- DENOTES TREE (CEDAR, MAPLE, SPRUCE, POPLAR OR PINE)
- 236.1 DENOTES PROPOSED ELEVATION
- DENOTES PROPOSED RUNOFF DIRECTION
- DENOTES PROPOSED W/C HYDRO LINE
- DENOTES PROPOSED EXTENDED LIGHTING ON BUILDING (indicate same as)
- DENOTES PROPOSED GATE CONTROL KEY PAD

THIS SKETCH  
 IS NOT A VALID  
 COPY UNLESS  
 ENDORSED WITH  
 SURVEYOR'S  
 SEAL



**CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2021-**

**“A BY-LAW TO PROVIDE FOR THE ADOPTION OF TAX RATES AND  
TO PROVIDE FOR PENALTY AND INTEREST IN DEFAULT OF PAYMENT  
THEREOF FOR 2021”**

**WHEREAS** the Municipal Act 2001, S.O. 2001, c.25, Subsection 312(2), as amended, provides that for the purposes of raising the general local municipal levy, the council of the municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law on the assessment in each property class in the local municipality rateable for local municipal purposes;

**AND WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal has prepared estimates setting out the amounts required to be used for lawful municipal purposes and the amounts required to be raised by taxation in 2021 in accordance with the last revised assessment roll;

**AND WHEREAS** property classes and tax ratios have been prescribed by the Minister of Finance under the Assessment Act, RSO 1990, c. A.31, as amended, and as established by regulation;

**AND WHEREAS** the Corporation of the United Counties of Leeds and Grenville has passed By-law 21-20 to set tax ratios and tax rate reductions for prescribed property subclasses for 2021;

**AND WHEREAS** the Corporation of the United Counties of Leeds and Grenville has passed By-law 21-21 to adopt estimates of all sums required for the purposes of the upper tier municipality and to provide a levy on area municipalities for 2021;

**AND WHEREAS** the Province of Ontario has passed Regulation 46/21 (to amend O.Reg. 400/98) establishing education tax rates for 2021;

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

1. That the tax rates, attached hereto as Schedule “A”, forming part of this by-law are hereby adopted and shall be applied against the whole of the assessment for real property in the respective class for the year 2021.
2. That every owner of property assessed shall be taxed according to the tax rates in this by-law and such tax shall become due and payable on the 31<sup>st</sup> day of August, 2021 and non-payment of the amount, as noted, on the date stated in accordance with this section shall constitute default.
3. On all taxes of the levy, which are in default on the 1<sup>st</sup> day of the month following the due date, a penalty of one and one quarter percent (1-1/4%) shall be added and thereafter a penalty of one and one quarter percent (1-1/4%) per month will be added on the 1st day of each and every month the default continues, until December 31st, 2021.
4. On the taxes in default on January 1<sup>st</sup>, 2022, interest shall be added at the rate of one and one quarter percent (1-1/4%) per month for each month or fraction thereof in which the default continues.
5. Notwithstanding paragraph 3, for owners enrolled and in good standing in the pre-authorized payment plan, no discount shall be allowed on prepayments and no penalty shall be charged on current levies.

- 6. Where any payment is received on account of taxes, the payment shall first be applied against penalty and interest owing in respect of those taxes according to the length of time the charges have been owing, with charges imposed earlier being discharged before charges imposed later and then shall be applied against the taxes owing according to the length of time they have been owing, with taxes imposed earlier being discharged before taxes imposed later.
- 7. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
- 8. The Tax Collector, not later than 21 days prior to the date that the tax bill is due, shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, the respective date by which they are to be paid to avoid penalty and the particulars of the penalties imposed by this by-law for late payments. If the taxpayer so directs in writing, the Tax Collector shall send the notice specifying amount of taxes payable by electronic mail.
- 9. That taxes are payable to the Township of Edwardsburgh Cardinal and may be paid at the Municipal Office, 18 Centre Street, Spencerville or at the Royal Bank of Canada, Kemptville and Prescott Branches and/or at any commercial bank in Canada.
- 10. That any surplus from Township operations for 2021 be transferred to Reserves for Capital Expenditures apportioned based on a 10-year capital forecast, or allocated by resolution of Municipal Council.

Read a first and second time in open Council this 26 day of April, 2021.

Read a third time, passed, signed and sealed in open Council this 26 day of April, 2021.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

	<b>TOWNSHIP OF EDWARDSBURGH/CARDINAL</b>				
	<b>Schedule A</b>				
	<b>Bylaw 2021-</b>				
		<b>2021 RATES</b>			
	<b>Class</b>	<b>Township</b>	<b>County</b>	<b>School</b>	<b>Total</b>
RT	Residential Taxable: Full	0.00673294	0.00369475	0.00153000	0.01195769
RH	Residential Taxable: Full, Shared PIL	0.00673294	0.00369475	0.00153000	0.01195769
R1	Residential Taxable: Farmland 1	0.00269318	0.00147900	0.00612000	0.01029218
RP	Residential Provincial Tenant	0.00673294	0.00369475	0.00153000	0.01195769
RF	Residential PIL: Full	0.00673294	0.00369475	0.00153000	0.01195769
RG	Residential PIL: General	0.00673294	0.00369475	0.00000000	0.01042769
MT	Multi-Residential Taxable: Full	0.00673294	0.00369475	0.00153000	0.01195769
CT	Commercial Taxable: Full, General	0.00906524	0.00497462	0.00880000	0.02283986
CH	Commercial Taxable: Full, Shared PIL	0.00906524	0.00497462	0.00880000	0.02283986
CM	Commercial Taxable: Full, General	0.00906524	0.00497462	0.00000000	0.01403986
CU	Commercial Taxable: Excess Land	0.00634567	0.00348231	0.00880000	0.01862798
CX	Commercial Taxable: Vacant Land	0.00634567	0.00348231	0.00880000	0.01862798
CK	Commercial Taxable: Excess Land Shared PIL	0.00634567	0.00348231	0.00880000	0.01862798
C1	Commercial Taxable: Farmland 1	0.00269318	0.00147900	0.00061200	0.00478418
C7	Commercial Taxable: Small-Scale On-Farm Business	0.00226631	0.00124365	0.00220000	0.00570996
CP	Commercial Tenant	0.00906524	0.00497462	0.00880000	0.02283986
CF	Commercial PIL: Full	0.00906524	0.00497462	0.00880000	0.02283986
CG	Commercial PIL: General	0.00906524	0.00497462	0.00000000	0.01403986
XT	Commercial New Construction Taxable: Full	0.00906524	0.00497462	0.00980000	0.02383986
XU	Commercial New Construction Taxable: Excess Land	0.00634567	0.00348231	0.00980000	0.01962798
XF	Commercial New Construction PIL: Full	0.00906524	0.00497462	0.00980000	0.02383986
ST	Shopping Centre Taxable: Full	0.00634567	0.00497462	0.00980000	0.02112029
SU	Shopping Centre: Taxable: Excess Land (Vacant)	0.00634567	0.00348231	0.00980000	0.01962798
DT	Commercial Office Taxable: Full	0.00634567	0.00497462	0.00980000	0.02112029
DU	Commercial Office: Vacant Land	0.00634567	0.00348231	0.00980000	0.01962798
HF	Landfill	0.00906524	0.00497462	0.00880000	0.02283986
IT	Industrial Taxable: Full	0.01219605	0.00669268	0.00880000	0.02768873
IP	Industrial Provincial Tenant	0.01219605	0.00669268	0.00880000	0.02768873
IH	Industrial Taxable: Full, Shared PIL	0.01219605	0.00669268	0.00880000	0.02768873
IU	Industrial Taxable: Excess Land	0.00792744	0.00435020	0.00880000	0.02107764
IX	Industrial Taxable: Vacant Land	0.00792744	0.00435020	0.00880000	0.02107764
IG	Industrial PIL: General	0.01219605	0.00669268	0.00000000	0.01888873
IK	Industrial Taxable: Excess Land Shared PIL	0.00792744	0.00435020	0.00880000	0.02107764
I7	Industrial Taxable: Small -Scale On-Farm Business	0.00304935	0.00167317	0.00220000	0.00692252
IZ	Industrial PIL: General Vacant Land	0.00792744	0.00435020	0.00880000	0.02107764
JT	Industrial New Construction Taxable: Full	0.01219605	0.00669268	0.00980000	0.02868873
JU	Industrial New Construction Taxable: Excess Land	0.00792744	0.00435020	0.00980000	0.02207764
LT	Large Industrial Taxable: Full	0.01887581	0.01035824	0.01250000	0.04173405
LU	Large Industrial Taxable: Excess Land	0.01226928	0.00673258	0.01250000	0.03150186
PT	Pipelines Taxable: Full	0.01114370	0.00611519	0.01219450	0.02945339
FT	Farm Taxable: Full	0.00168324	0.00092369	0.00038250	0.00298942
FP	Farmlands Provincial Tenant	0.00168324	0.00092369	0.00038250	0.00298942
TT	Managed Forest Taxable: Full	0.00168324	0.00092369	0.00038250	0.00298942

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

**BY-LAW NO. 2021-**

**“A BY-LAW TO AUTHORIZE AN EASEMENT AGREEMENT WITH  
SHELLY LEE ADAMS AND DAVID JOHN STEVENS – BEING PART OF LOT 15,  
CONCESSION 7 IN PR201052, BEING PIN 68142-0232 ”**

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

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

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

**WHEREAS** Municipal Council deems it advisable to enter into an easement agreement with Shelly Lee Adams and David John Stevens with respect to sewer infrastructure situated on the property described as:

PART LOT 15, CONCESSION 7  
PR201052  
PART 1 AND 2, PLAN 15R12120  
Township of Edwardsburgh Cardinal  
PIN 68142-0232

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

1. That the Mayor and Clerk are hereby authorized to execute the easement agreement attached hereto as Schedule “A” and shall form part of this by-law.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 26 day of April, 2021.

Read a third and final time, passed, signed and sealed in open Council this 26 day of April, 2021.

---

**Mayor**

---

**Clerk**

## **EASEMENT AGREEMENT**

**BETWEEN:**

**SHELLY LEE ADAMS and DAVID JOHN STEVENS**

("The Transferors")

- and -

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

("The Transferee")

### **WHEREAS:**

1. The Transferors own the servient tenement, being part of lot 15, concession 7 in the Township of Edwardsburgh/Cardinal as in PR201052, being PIN 68142-0232 ("the Servient Lands").
2. The dominant tenement of the Transferee consists of the sewer infrastructure of The Corporation of The Township of Edwardsburgh/Cardinal situate in the Township of Edwardsburgh/Cardinal together with buildings and other lands benefitting from the sewer infrastructure (the "Dominant Lands").
3. The Transferee requires an easement be registered on the Transferors' lands for this sewer infrastructure.

**NOW THEREFORE** the parties agree as follows:

### **1. THE LANDS AND PURCHASE PRICE**

- 1.1. The Transferors hereby offer to sell and the Transferee hereby agrees to purchase a permanent easement to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use and to permit others to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use a partially open and partially below ground storm sewer, together with such above-ground accesses, service points and other appurtenances for every such purpose (the "Storm Sewer") over, under and through a portion of the Transferors' Lands, designated as Part 1 and Part 2 on Plan 15R-12120 and shown on Schedule "A" attached hereto, (the "Permanent Easement Lands") for a purchase price of Two Dollars (\$2.00) (the "Purchase Price"), the sufficiency and receipt of which is hereby acknowledged.
- 1.2. The Transferee has prepared and deposited at its own expense a reference plan for the Permanent Easement Lands.



- 1.3. The Purchase Price does not include any taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15 and the Transferee hereby covenants to self-assess and remit applicable Harmonized Sales Tax (HST) in addition to the Purchase Price in accordance with the provisions of the *Excise Tax Act*.

## 2. CLOSING

- 2.1. The closing date of this transaction shall be **APRIL 27, 2021**. Vacant, unencumbered possession of the Permanent Easements Lands shall be given to the Transferee on the Closing Date, unless otherwise provided.
- 2.2. Any tender of documents may be made upon either party or their solicitors.
- 2.3. The Transferee shall be allowed to investigate the title to the Permanent Easement Lands, at its own expense, until the Closing Date. If within that time any valid objection to title is made, in writing, which the Transferors are unable to remove and which is not waived by the Transferee, this Agreement shall be null and void.
- 2.4. The Transferee shall not call for the production of any title deed or other evidence of title, except as may be in the possession of the Transferors.
- 2.5. The Transferors shall provide on the Closing Date any certificates, affidavits, declarations or any other documents required for compliance with the *Family Law Act*, R.S.O. 1990, c. F.3, the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), and any other statutes, where such certificates, affidavits, declarations or documents are required to permit the conveyance of the Permanent Easement Lands to the Transferee free of any claim, lien or interest of any person or government.
- 2.6. The Transfer shall be prepared by the Transferee's solicitor and the Transferors shall execute all necessary Transfer and documents required in connection with this transaction. The Easement Schedule shall be in the form attached hereto as Schedule "B."
- 2.7. This transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4. The Transferors and the Transferee agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada (the "DRA"). The Transferors and the Transferee acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the Transfer (and other documents intended to be registered in connection with the completion of this transaction); and (b) be subject to conditions whereby the solicitor(s) receiving documents will be required to hold them in escrow and not release them except in accordance with the terms of the DRA.
- 2.8. Until completion of this transaction on the Closing Date, the Permanent Easement Lands shall be and remain at the risk of the Transferors, except as otherwise provided.
- 2.9. Time is of the essence hereof, provided that the time for doing or completing any matter herein may be extended or abridged by an agreement, in writing, signed by the Transferee and Transferors or by their respective solicitors.



### 3. RIGHT OF ENTRY

- 3.1. The Transferee, its agents and contractors, shall have the right of entry onto the Permanent Easement Lands from the date of acceptance of this Agreement for the purposes of inspection, survey and performing environmental testing as it deems necessary including, but not limited to, obtaining soil and liquid samples and drilling test holes.
- 3.2. The Transferee shall indemnify and save harmless the Transferors from any kind of liability, suit, claim, demand, fine, action or proceeding of any kind for which the Transferors may become liable or suffer by reason of the Transferee's early entry onto the Permanent Easement Lands, and any breach of or non-performance by the Transferee of this Agreement, save and except any negligence by the Transferors, and those for whom the Transferors are responsible in law.

#### 4. LEGAL EXPENSES AND INDEPENDENT LEGAL ADVICE

- 4.1. The parties agree that the Transferee will pay reasonable legal fees incurred by the Transferors in connection with the negotiations of this Agreement and the conveyance of the Permanent Easement Lands, upon receipt of an itemized statement of account, within a reasonable time after the Closing Date.
- 4.2. The Transferors acknowledges that they have read, understood, and agree with all of the provisions of this Agreement, and acknowledge that they have had the opportunity to obtain independent legal advice with respect to same.

## 5. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES

- 5.1. If all or any part of the Transferors' Lands are subject to any interest or right to occupy or use the Transferors' Lands, the Transferors hereby warrant:
- (a) they have disclosed those interests or rights to the Transferee in writing, prior to executing this Agreement; and
  - (b) that they have obtained all necessary consents, authorizations, or surrenders from the tenant for this transaction.

Signed at SPENCERVILLE, ON, this 19 day of APRIL, 2021.

Joanne Schonauer  
Witness:

Shelly Lee Adams

Joanne Schorauer  
Witness:

)  
)  
)

David John Stevens  
David John Stevens

Signed at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

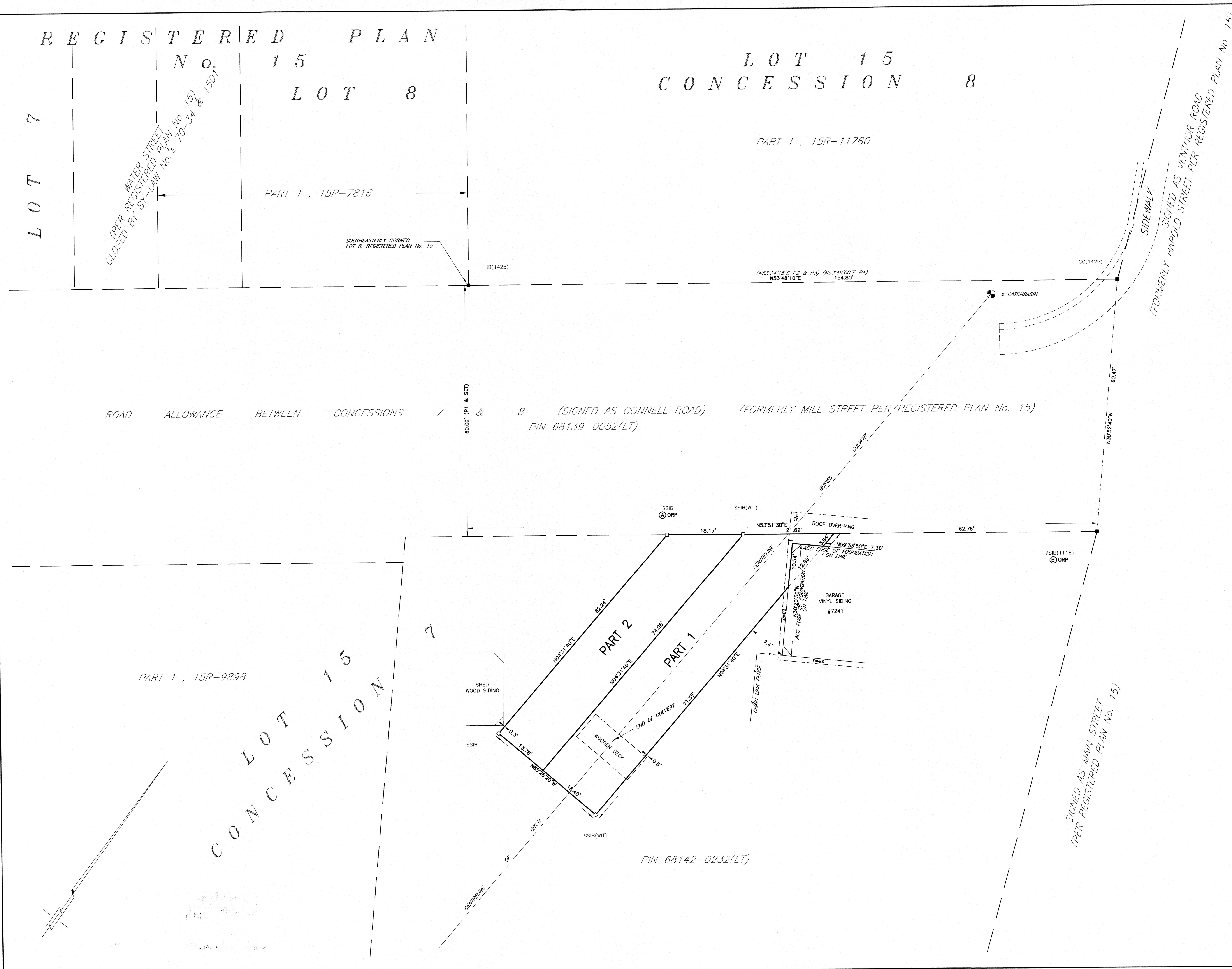
The Corporation of The Township  
of Edwardsburgh/Cardinal

\_\_\_\_\_  
Pat Sayeau, Mayor

\_\_\_\_\_  
Dave Grant, CAO

(We have the authority to bind the  
Corporation).





PLAN 15R-12120  
RECEIVED AND DEPOSITED  
January 14, 2021  
Ron M. Jason, O.L.S.

PLAN 15R-12120  
RECEIVED AND DEPOSITED  
January 15, 2021  
Linda Martin  
REPRESENTATIVE FOR THE LAND  
REGISTRAR FOR THE LAND TITLES  
DIVISION OF GRENVILLE (No. 15)

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA
1	PART OF LOT 15	7	PART OF 68142-0232(LT)	0.030 Ac.
2				0.022 Ac.

PLAN OF SURVEY OF  
**PART OF LOT 15  
CONCESSION 7**  
GEOGRAPHIC TOWNSHIP OF EDWARDSBURGH  
TOWNSHIP OF EDWARDSBURGH/CARDINAL  
COUNTY OF GRENVILLE  
RON M. JASON O.L.S.  
SCALE: 1 INCH=10 FEET  
0 5 10 15 20 25 FEET

**IMPERIAL**  
DISTANCES AND COORDINATES SHOWN ON THIS  
PLAN ARE IN FEET AND CAN BE CONVERTED  
TO METRES BY MULTIPLYING BY 0.3048.

**NOTES**  
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY  
MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.9996120.  
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH  
CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.  
COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH  
SECTION 14 (2) OF O. REG. 216/10.  
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS  
A AND B, SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS  
AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75°W),  
NAD83 (CSRS) (2010).  
BEARING COMPARISONS SHOWN ARE WITH UNDERLYING PLANS.

COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (2010)		
STATION	NORTHING	EASTING
A	16308094.738	1505601.076
B	16308155.234	1505683.908

- LEGEND**
- DENOTES PLANTED MONUMENT
  - DENOTES FOUND MONUMENT
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - CM DENOTES CONCRETE MONUMENT
  - CC DENOTES CUT CROSS
  - IP DENOTES IRON PIPE
  - Ø DENOTES ROUND
  - WIT DENOTES WITNESS
  - ACC DENOTES ACCEPTED
  - MEAS DENOTES MEASURED
  - INST DENOTES INSTRUMENT
  - x-x DENOTES FENCE
  - P1 DENOTES REGISTERED PLAN No. 15
  - P2 DENOTES PLAN 15R-7816
  - P3 DENOTES PLAN 15R-9898
  - P4 DENOTES PLAN 15R-11780

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH  
THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT  
AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 8th DAY OF DECEMBER, 2020.  
January 14, 2021  
Ron M. Jason  
ONTARIO LAND SURVEYOR

**Ron M. Jason Surveying Ltd.**  
ONTARIO & CANADA LAND SURVEYORS  
PRESCOTT - ALEXANDRIA  
REF: 20-10-95



### **Schedule "B" to Transfer of Easement**

**WHEREAS** The Transferors own the servient tenement, being part of 15 concession 7 in the Township of Edwardsburgh/Cardinal as in PR201052, being PIN 68142-0232 ("the Servient Lands").

**AND WHEREAS** the Transferee requires an Easement in Gross be registered permitting the Township of Edwardsburgh/Cardinal to access and maintain the storm sewer infrastructure located on the Servient Lands.

1. The Transferor hereby grants, conveys and transfers unto the Transferee, its successors and assigns, an exclusive unencumbered right, interest and easement in gross upon, over, on, in, under, along, across and through the lands of the Transferors described as Part 1 and Part 2 on reference plan 15R-12120 attached, to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use and to permit others to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use a partially open and partially below ground storm sewer, together with such above-ground accesses, service points and other appurtenances for every such purpose (the "Storm Sewer").
2. And for every such purpose, the Transferee and those claiming under the Transferee together with their vehicles, machinery, equipment, materials and supplies, shall have the right of free unimpeded access to the Servient Lands at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted.
3. It is understood and agreed by and between the Transferors and the Transferee herein that the burden of this indenture and of all covenants herein contained shall run with and burden the Servient Lands and all those having an interest therein from time to time and that the benefit of this indenture and of all the covenants herein contained shall run with and benefit the Dominant Lands, being a system of municipal works and services and pipes for the movement of surface water including but not limited to a system for the management of rain water for the benefit of lands in proximity to the Servient Lands, and that this indenture shall be binding upon and enure to the benefit of the Transferors and the Transferee and their respective successors and assigns.
4. Subject to this agreement, the Transferors, for themselves, their successors assigns hereby covenant that unless given permission in writing in advance by the Transferee, they will not use or permit the use of the Servient Lands, except for purposes arising in relation to its use as residential land, and the Transferors will not permit any buildings, structures, fences, trees or obstructions to be situate on the Servient Lands that would interfere with the Transferee's rights as defined herein and will not permit the Servient Lands to be paved with concrete, or change the grade or elevations of the Servient Lands or do or permit its forces to do anything to the Servient Lands which may injure or damage the Storm Sewer.
- 4.1 The Transferee acknowledges that the Storm Sewer runs beneath the driveway located on the Servient Lands. The Transferors shall be permitted to pave, stone, or otherwise finish the driveway from time to time provided that doing so does not interfere with the Transferee's rights created by this agreement.



5. The Transferee, in exercising the rights hereby created, shall take such actions as are necessary in the opinion of the Transferee to restore the elevation, surface conditions of the Servient Lands and repair any harm occasioned to the driveway located on the Servient Lands, but shall not be liable for damages occasioned thereby, except for the negligent performance of such restoration.
6. Further the Transferee agrees as follows:
  - (a) the Transferee shall, except in emergency circumstances, provide not less than 72 hours' advance notice before commencing any normal maintenance, repairs or reconstruction upon the Servient Lands, along with an indication as to the length of time that such maintenance, repairs or reconstruction is expected to last;
  - (b) where the Transferee enters upon the Servient Lands in emergency circumstances, without notice, the Transferee shall provide the Transferors with notice as soon as possible thereafter; and
  - (c) the Transferee shall endeavour, in the course of carrying out the maintenance, repairs, or reconstruction, to take reasonable steps to ensure that the materials and equipment are not transported onto the Servient Lands or left on the Servient Lands for a longer period of time than is necessary to carry out the works contemplated.
7. Subject to 7.1 of this agreement, the Transferee may remove from the said lands by any means necessary any boulders, rocks, buildings or structures and may sever, fell, remove, or prevent or control the growth of any roots, trees, stumps, brush, plants, shrubs, or other vegetation now or from time to time hereafter growing in, on or under the said lands and the Transferee shall not be responsible for the replacement of the boulders, rocks, buildings, structures, trees, stumps, brush, plants, shrubs or other vegetation so removed.
- 7.1 The Transferee acknowledges that the Storm Sewer runs beneath a deck located on the Servient Lands (shown on Plan 15FR-12120). In the event that the Transferee must remove, destroy, damage, modify, or otherwise take any actions which may affect the deck in any manner while exercising the rights hereby created, the Transferee shall reinstall, replace, or repair the deck. The Transferors shall be permitted to modify (including but not limited to completely removing and replacing the deck, which deck may be replaced with any form of deck and will not be limited to one that is substantially similar to the existing deck) from time to time provided that doing so does not interfere with the Transferee's rights created by this agreement. Any obligations of the Transferee hereunder will apply to any such modified, replaced, or new deck.
8. The Transferors, for themselves, their successors and assigns, hereby covenant and agree with the Transferee, its successors and assigns, that the Transferee, its successors and assigns, shall and may peaceably hold and enjoy the rights, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Transferors, their successors and assigns or of any person, firm or corporation claiming by, through, under or in trust for the Transferors, their successors and assigns.

9. Notwithstanding any rule of law or equity, the Storm Sewer shall be deemed to be and shall remain the property of the Transferee, even though such Storm Sewer may become annexed or affixed to the Servient Lands.

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

**BY-LAW NO. 2021-**

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A  
TRANSFER PAYMENT AGREEMENT WITH HER MAJESTY THE QUEEN IN  
RIGHT OF ONTARIO – OFFICE OF THE FIRE MARSHAL”  
FIRE SAFETY GRANT**

**WHEREAS** the Township of Edwardsburgh Cardinal has received funding from the Office of the Fire Marshal for the Fire Safety Grant;

**AND WHEREAS** Municipal Council of the Township of Edwardsburgh Cardinal deems it advisable to enter into a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal;

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

1. That the Mayor and Clerk are hereby authorized to execute the transfer payment agreement attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal.
2. That the Fire Safety Grant Transfer Payment Agreement and its Schedules attached hereto shall form part of this bylaw.
3. That this bylaw shall come into force and take effect upon date of passing.

Read a first and second time in open Council this 26 day of April, 2021.

Read a third and final time, passed, signed and sealed in open Council this 26 day of April, 2021.

---

**Mayor**

---

**Clerk**



## FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT**, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Office of the Fire Marshal**

(the “**Province**”)

**- and -**

**Township of Edwardsburgh/Cardinal**

(the “**Recipient**”)

### **CONSIDERATION**

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

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Reports, and  
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

### 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

#### HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Office of the Fire Marshal

Click or tap here to enter text.

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Name: Douglas Browne

Title: Deputy Fire Marshal

#### Township of Edwardsburgh/Cardinal

Click or tap here to enter text.

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 DEFINITIONS**

**A1.1 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “E”.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

## **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

#### **A5.0 CONFLICT OF INTEREST**

**A5.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A6.0 REPORTING, ACCOUNTING AND REVIEW**

**A6.1 Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

## **A7.0 COMMUNICATIONS REQUIREMENTS**

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A8.0 INDEMNITY**

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A9.0 INSURANCE**

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability



arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

**A9.2 Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

## **A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A10.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A10.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

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

**A10.3 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A11.0 FUNDS AT THE END OF A FUNDING YEAR**

**A11.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A12.0 FUNDS UPON EXPIRY**

**A12.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A13.0 NOTICE**

**A13.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

#### **A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A15.0 INDEPENDENT PARTIES**

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

#### **A17.0 GOVERNING LAW**

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

TP Agreement – Shortened

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requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A19.0 SURVIVAL**

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"

### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	\$6,300.00
<b>Expiry Date</b>	August 1, 2021
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Position: Fire Chief Brian Moore Address: 18 Centre St. P.O. Box 129, Spencerville, ON, K0E1X0 Fax: 613 658-2164 Email: bmoore@twpec.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	Position: Fire Chief Brian Moore Address: 18 Centre St. P.O. Box 129, Spencerville, ON, K0E1X0 Fax: 613 658-2164 Email: bmoore@twpec.ca
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Position: CAO David Grant Address: 18 Centre St, P.O. Box 129, Spencerville, ON, K0E1X0 Fax: 613 658-3445 Email: dsgrant@twpec.ca

#### **Additional Provisions:**

(None)

## SCHEDULE “C”

### PROJECT

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The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

***<insert a copy of the letter of intent from the municipality to outline proposed use of funds>***



Ministry of  
Community Safety and  
Correctional Services

Office of the  
Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

Ministère de la  
Sécurité communautaire et  
des Services correctionnels

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

25, Avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



March 25, 2021

Brian Moore  
Township of Edwardsburgh/Cardinal  
P.O. Box 129, 18 Centre Street  
Spencerville, ON K0E1X0

Dear Brian Moore,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Township of Edwardsburgh/Cardinal will be provided a total of \$6,300.00 to support:

- Increased training opportunities and the establishment of a virtual inspection program

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Pegg".

Jon Pegg  
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at [ofm@ontario.ca](mailto:ofm@ontario.ca) by no later than March 29, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Township of Edwardsburgh/Cardinal as outlined above.

Print Name:	Title:	Signature:	Date:
Brian Moore	Fire Chief		03/25/2021

## **SCHEDULE “D”**

### **BUDGET**

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Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

## **SCHEDULE “E”**

### **REPORTS**

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As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL  
BY-LAW NO. 2021-**

**“A BY-LAW TO AMEND BYLAW 2019-15 BEING A BYLAW TO GOVERN THE  
PROCEEDINGS OF COUNCIL AND COMMITTEES OF COUNCIL”**

**WHEREAS** pursuant to Subsection 238(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, requires every municipality to pass a procedure by-law for governing the calling, place and proceedings of meetings; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal passed Bylaw 2019-15, being a bylaw to govern the proceedings of Council and Committees of Council on April 22, 2019; and

**WHEREAS** the Province of Ontario enacted the *Municipal Emergency Act, 2020*, on March 19, 2020, which amended the *Municipal Act, 2001*, to provide that during emergencies, the Municipal Council may choose to amend the procedural bylaw to permit electronic participation for members of council, local boards and committees; and

**WHEREAS** members of council, local boards and committees may choose to participate electronically in open and closed meetings and may be counted for the purposes of quorum; and

**WHEREAS** the Province of Ontario enacted the Covid-19 Economic Recovery Act, 2020, on July 21, 2020, which amended the *Municipal Act, 2001*, to expand the authority for municipalities to amend their procedural bylaw to provide that electronic participation in open and closed municipal meetings may count towards quorum beyond times when an emergency declaration is in place; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend Bylaw 2019-15 to permit Council and Committees of Council to meet via electronic means, as needed.

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

1. That the Procedural Bylaw 2019-15 be amended by adding Section 1(k) under the “Definitions” heading as follows:

““Electronic Participation” means telephone, video or audio conferencing or other interactive methods whereby meeting participants are able to hear and be heard by all participants.
2. That Section 1(k) through 1(z) under the “Definitions” section be renumbered 1(l) through 1(aa).
3. That the Procedural Bylaw 2019-15 be amended by deleting the following heading within the General Provisions:

“Electronic Participation During Declared Emergencies”
4. That the Procedural Bylaw 2019-15 be amended by adding the following heading within the General Provisions:

“Electronic Participation in Meetings”

5. That the Procedural Bylaw 2019-15, Section 107, be amended by replacing this section, under the Electronic Participation in Meetings heading, as follows:

107. In-person participation shall remain the primary method of participation by members, electronic participation is available to members who deem it necessary due to:

- (a) It is not safe or possible to attend in-person due to natural extreme weather event;
- (b) Health and safety restrictions or guidelines that may be outlined by the Health Unit, Provincial/Federal government or the Township's Emergency Control Group;
- (c) Provincial government orders restricting in person meetings/public gatherings/stay at home orders;
- (d) Activation of the Emergency Control Group or a declared emergency by any level of government or health unit;
- (e) Medical absences (illness, isolation, or other health issues);
- (f) Parental leave;
- (g) Travel on official municipal business;

6. That the Procedural Bylaw 2019-15 be amended by adding Section 108, under the Electronic Participation in Meetings heading as follows:

108. As per Section 238(3.1) of the Municipal Act, 2001, members of Council, of a Local Board or of a Committee, can participate electronically in a meeting.

A member of Council, of a Local Board or of a Committee, who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any time in time.

A member of Council, of a Local Board or of a Committee can participate electronically in a meeting that is open and closed to the public. Members participating electronically in a closed session shall ensure that they are in a private room, where no other persons can overhear the deliberations and that all reasonable measures have been taken to ensure confidentiality and internet security. It is highly recommended that all members participating electronically in a closed session wear a headset.

A member of Council, of a Local Board or of a Committee participating electronically shall notify the Presiding Officer of the meeting and the Clerk, or their designate, of their intention, prior to the meeting if they wish to participate via electronic means.

A member of Council, of a Local Board or of a Committee shall verbally inform the Presiding Officer of their intention to leave the meeting. If the member is returning to the meeting, the member shall verbally notify the presiding officer at the time of their return.

A member of Council, of a Local Board or of a Committee making a motion shall not be required to be made in writing during electronic participation of the meeting. The member that has brought a motion forward during his/her electronic participation shall supply the Clerk with a copy of said motion, within 48 hours, of said meeting.

A member of Council, of a Local Board or of a Committee shall notify the Clerk, or designate, of their intention to participate electronically as soon as possible, or not later than 6 hours before the scheduled start of the meeting in order for electronic participation preparations to be made.

All members participating electronically shall vote by show of hands or by verbal consent (yea or nay).

All requested recorded votes shall be recorded during electronic participation. Each member present, including the presiding officer, except a member who is disqualified from voting by any Act, shall announce his/her vote verbally (yea or nay) when called by the presiding officer or Clerk, and the Clerk, or designate, shall record each member's vote.

8. That all other provisions of Bylaw 2019-15 shall remain in force and effect.
9. That bylaw 2020-26 is hereby repealed.
9. That this bylaw, amending the Procedural Bylaw 2019-15 with respect to electronic participation in meetings, shall expire on July 31, 2021 unless extended by resolution of Municipal Council.
10. That this bylaw shall come into force and effect upon final passage.

Read a first and second time in open Council this 26 day of April, 2021.

Read a third and final time, passed, signed and sealed in open Council this 26 day of April, 2021.

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**Mayor**

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**Clerk**

**CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL  
BY-LAW NO. 2019-15**

**“BEING A BY-LAW TO GOVERN THE PROCEEDINGS  
OF COUNCIL AND COMMITTEES OF COUNCIL”**

**WHEREAS** pursuant to Section 238(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, every Council shall pass a procedure by-law for governing the calling, place and proceedings of meetings,

**NOW THEREFORE** be it enacted that:

1. The rules and regulations contained in this by-law as set out in Schedule ‘A’ attached hereto and forming part of this by-law, shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business in the Council and in the Committees thereof. The Clerk shall ensure that a copy of this procedural by-law shall be available at every Council meeting.
2. This by-law shall come into force and effect upon the date of enactment.
3. By-law 2017-51 of the Corporation of the Township of Edwardsburgh/ Cardinal is hereby repealed.

Read a first and second time in open Council this 25<sup>th</sup> day of March, 2019.

Read a third and final time, passed, signed and sealed in open Council this 22<sup>nd</sup> day of April, 2019.

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**Mayor**

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**Deputy Clerk**

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**Schedule A**  
**By-law 2019 - 15**

**DEFINITIONS**

1. In this by-law

- (a) “Chair” and “Presiding Officer” can be used interchangeably to mean the individual conducting a meeting.
- (b) “Chief Administrative Officer” means the individual appointed by Council who is responsible for exercising general control and management of the affairs of the municipality, as outlined in *Section 229 of the Municipal Act, 2001 (SO 2001, c. 25)* and who’s authority is further defined by the delegation of authority bylaw as adopted by Council from time-to-time.
- (c) “Chief Administrative Officer/Clerk (CAO/Clerk)” means the individual appointed to exercise the duties of both the Chief Administrative Officer and the Clerk under the approved management structure of the municipality.
- (d) “Chief Executive Officer” means the Head of Council.
- (e) “Clerk” means the individual appointed to perform the statutory duties outlined in Section 228 of the *Municipal Act, 2001 (SO 2001, c. 25)*, or in the absence of the CAO/Clerk, the Deputy Clerk, of the Township of Edwardsburgh/ Cardinal.
- (f) “Committee” means any committee, sub-committee, advisory committee, or ad hoc committee established by the Council of the Township of Edwardsburgh/Cardinal.
- (g) “Committee of the Whole” shall be any committee comprised of all members of Council.
- (h) “Council” means the Council of the Township of Edwardsburgh/ Cardinal.
- (i) “Councillor” means a member of Council other than the Mayor or Deputy Mayor.
- (j) “Deputy Mayor” is the member of Council who has been elected to act in the absence of the Mayor.
- (k) “Electronic Participation” means telephone, video or audio conferencing or other interactive methods whereby meeting participants are able to hear and be heard by all participants.

**Schedule A**  
**By-law 2019 - 15**

- (~~k~~) "Head of Council" means the Mayor.
- (~~m~~) "Improper Conduct" means any conduct which causes disruption of a meeting.
- (~~nn~~) "Inaugural Meeting" is the first meeting of a newly elected Council following each quadrennial election or any by-election.
- (~~oa~~) "In Camera" is a meeting closed to the public to allow Council or Committee to consider business that, in accordance with the Municipal Act, may be kept confidential.
- (~~pe~~) "Mayor" means Head of Council
- (~~qp~~) "Meeting" means any regular, special or other meeting of a council, of a local board, or of a committee of either of them where,  
i) A quorum of members is present, and  
ii) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- (~~qr~~) "Motion" is a formal proposal put to Council by an individual member.
- (~~sf~~) "Municipal Act" means the *Municipal Act, 2001 (SO 2001, c.25)* and its regulations as amended.
- (~~st~~) "Notice of Motion" means a written notice, including the name of the mover, the purpose of the motion, the date and such other information as may be required, advising Council or Committee that the motion described therein will be brought forward at the subsequent Council or Committee meeting.
- (~~tu~~) "Pecuniary Interest" means relating to or connected with money, pursuant to the *Municipal Conflict of Interest Act, RSO 1990, c.M.50* as amended.
- (~~uv~~) "Quorum" shall be a majority of the total number of the Voting Members of the Council or Committee.
- (~~vw~~) "Recorded Vote" means the recording of the name and vote of every member on any motion or question at any Member's request that the vote be recorded.

**Schedule A  
By-law 2019 - 15**

- | (~~wx~~) "Rules of Order" shall be the rules to regulate debate and the conduct of members of Council, staff and public during an actual meeting of the Council or Committee. Where this by-law is silent on a matter of procedure, Robert's Rules of Order will apply.
- | (~~\*y~~) "Special Meeting" is a meeting called by the Mayor or a majority of members of Council for any purpose in accordance with the Township of Edwardsburgh/Cardinal's notice policy.
- | (~~yz~~) "Township" means the Corporation of the Township of Edwardsburgh/Cardinal and includes its geographical area.
- | (~~zaa~~) "Ultra vires" means beyond the legal power or authority of the corporation.

**COUNCIL MEETINGS**

- 2. The inaugural meeting following each quadrennial election shall be held at the Township Office, Spencerville at 11:00 a.m. on the first business day in December.
- 3. Council shall meet on the fourth Monday of each month at the hour of 6:30 p.m. In the month of December the regular meeting of Council shall be held on the second Monday of the month. Where the fourth Monday of the month falls on a Statutory holiday, the meeting will be moved to the Tuesday immediately following.
- 4. No item of business may be dealt with at a Council Meeting after 10:00 p.m. except by majority vote of all Members present, and providing that quorum can be maintained.
- 5. Special meetings for any purpose may be called at any time by the Mayor in accordance with the municipality's notice policy.
- 6. A majority of the members of Council may call a special meeting at any time in accordance with the Municipal Act.
- 7. Notice of the holding of a special meeting shall be given by the CAO/Clerk to all members by telephone and by e-mail, such notice to specify the date, time and location of such meeting and the object thereof, in accordance with the municipality's notice by-law.
- 8. As soon after the hour of meeting as there shall be a quorum present, the Mayor shall take the Chair and call the Members to order. A majority of the Members of the Council shall constitute a quorum. In the event that there

**Schedule A**  
**By-law 2019 - 15**

shall be no quorum present within half an hour, the Clerk shall take the names of those present and the meeting shall stand adjourned.

9. The Mayor, or in his/her absence the Deputy Mayor, shall preserve order and decorum. He/she may speak to points of order, and shall decide all questions of order which can be subject to an appeal to the Council on a motion regularly seconded and which must be carried by majority.

**ABSENCE OF HEAD OF COUNCIL FROM A COUNCIL MEETING**

10. Subject to the provisions of the Municipal Act, and where no Presiding Officer has been appointed, in case the Mayor does not attend within fifteen (15) minutes after the time appointed for a meeting of the Council, the Deputy Mayor shall act in his/her stead. However, if neither is present the Clerk or Deputy Clerk shall call the Members to order if a quorum is present, and an acting Head of Council shall be appointed from among the Members present by a majority vote and he/she shall preside until the arrival of the Head of Council, and while so presiding the acting Head of Council shall have all the powers of the Head of Council.

**CONDUCT OF PROCEEDINGS AT MEETINGS OF COUNCIL**

11. It shall be the duty of the Mayor or other Presiding Officer
  - (a) to open the meeting of Council by taking the Chair and calling the meeting to order,
  - (b) to ensure that each member of Council has received a copy of the Agenda for the meeting,
  - (c) to receive and submit, in the proper manner, all motions presented to the Members of Council,
  - (d) to put to vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings, and to announce the result.
  - (e) to decline to put to vote motions which infringe upon the rules of procedure.
  - (f) to restrain the Members, within the Rules of Order, when engaged in debate.
  - (g) to enforce on all occasions the observance of order and decorum among the Members, in accordance with the established code of conduct for Council.

**Schedule A**  
**By-law 2019 - 15**

- (h) to call by name any Council Member persisting in breach of the Rules of Order of the Council, and to order him/her to vacate the Council Chamber, and if necessary, to exercise his/her authority to adjourn the meeting.
- (i) to receive all messages and other communications and announce or cause them to be announced to the Council.
- (j) to authenticate, by his/her signature when necessary, all by-laws, resolutions and minutes of the Council.
- (k) to inform the Council, when necessary, or when referred to for the purpose, on a point of order or usage.
- (l) to ensure that the decisions of Council are in conformity with the laws and by-laws governing the activities of Council.
- (m) to record the vote of each member present when any member requests that the vote be recorded. The request must be made immediately prior to the taking of the vote. When a recorded vote is taken, each member present, except a member who is disqualified from voting by any Act, shall announce his/her vote openly. Any failure to vote by a member who is not disqualified shall be deemed to be a negative vote. The CAO/Clerk shall record each vote in minutes.
- (n) to adjourn the meeting when the business is concluded.
- (o) to adjourn the meeting without a vote in the case of grave disorder arising in the Council Chamber.

**COUNCIL AGENDA**

- 12. The agenda for a meeting of Council shall be drafted by the CAO/Clerk under the direction of the Mayor.
- 13. The Mayor shall ensure that all agendas are balanced and organized and may stand down an agenda item if he/she feels it is appropriate to do so.
- 14. The CAO/Clerk shall have an agenda prepared and printed for the use of the Members at the regular meetings of Council and cause such agenda and background materials to be delivered to the members not less than three (3) days before the meeting.
- 15. Items may be added to the agenda which arise between preparation of the agenda package and the meeting date if approved by the Mayor prior to the

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commencement of the meeting and approved as an amendment to the agenda by unanimous consent of Council during the course of the meeting.

16. The following shall be the General Order of Business at each Council meeting.
  1. Call to Order
  2. Approval of Agenda
  3. Disclosure of Pecuniary Interest
  4. Delegations or Presentations
  5. Minutes of the Previous Council Meeting
  6. Business Arising from Previous Council Meeting
  7. Committee Minutes
  8. Action and Information Items from Committees
  9. Correspondence
  10. Approval of Disbursements
  11. By-laws
  12. CAO's Administrative Update
  13. Councillor Inquiries or Notices of Motion
  14. Mayor's Report
  15. Question Period
  16. In Camera (if required)
  17. Confirmation By-law
  18. Adjournment
17. If a statutory public meeting is required, and in the opinion of the staff in consultation with the Mayor it can be accommodated prior to a regular meeting of Council or Committee, the regular meeting of Council or Committee will be delayed if necessary.

**DELEGATIONS AND PRESENTATIONS**

18. To ensure that Council is aware of public sentiment pertaining to agenda items, delegations will be afforded the opportunity to address Council before decisions are made.
19. Any individual, corporation, organization or group wishing to present an item or viewpoint to Council shall inform the CAO/Clerk in writing. Email or facsimile requests are acceptable, with confirmation of receipt. If the item already appears on the Council agenda, such requests will be accommodated up to and including 4:00 p.m. on the day of the Council meeting. If the item does not appear on the agenda, the delegate may be referred to a later Council or committee meeting.
20. Where a delegation appears before a Committee of Council composed of fewer than three members of Council, that same delegation may appear before Council at a regular Council meeting.

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21. Where a delegation appears before Committee of the Whole that same delegation may appear before Council at a regular Council meeting a maximum of one time if they have new or additional information to present.
22. Delegations shall confine their remarks to the stated business, and shall have a maximum of ten (10) minutes to address Council, excluding follow-up questions by members of Council.
23. There shall be a maximum of two spokespersons per delegation, whose combined speaking time shall not exceed ten (10) minutes.
24. Presentations are organized to present information to Council. Where a presentation appears before a Committee, that same presenter may be requested to appear to present to Council at a regular meeting.
25. Where a presentation is made to Council, presenters will be allotted fifteen (15) minutes to make the presentation, excluding follow-up questions by members. Allotted time may be extended upon approval of the Mayor.
26. The CAO/Clerk shall list delegations and presentations in the order which they are received. Not more than three delegations or presentations in each Council or Committee meeting shall be booked. The Mayor, with the support of Council, may accommodate additional delegations prior to approval of agenda.

**MINUTES**

27. Minutes shall record:
  - (a) the place, date and time of meeting;
  - (b) the names of the Presiding Officer or Officers and record of attendance of the Members;
  - (c) the reading, if requested, correction if necessary, and adoption of the minutes of previous meetings; and
  - (d) all other proceedings of the meeting without note or comment.
28. It shall be the duty of the CAO/Clerk to ensure that the minutes of the last regular meeting and the minutes of all special and committee meetings held more than five (5) days prior to a regular meeting are made available to each member of Council, not less than three (3) days before the hour appointed for the regular meeting.



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**MOTIONS**

29. A motion must be formally seconded before the Presiding Officer can put the question.
30. When a motion is passed it becomes a resolution.
31. A Council member may bring a motion forward under Council Inquiries/Notices of Motion in respect of an emergency, time sensitive (as determined by the Chair), congratulatory or condolence nature, or any other matter.
32. The Council Member introducing the notice of motion must indicate at which Committee or Council meeting the motion is to be discussed.
33. Motions must be presented in writing; however, those motions in the following section may be presented orally. It is not necessary for the motion to be in the handwriting of the mover.
34. The following matters and motions may be introduced orally and without written notice and without leave, except as otherwise provided in the Rules of Order.
  - (a) a point of order or of personal privilege
  - (b) to "defer"
  - (c) to postpone indefinitely or to a day certain
  - (d) to move the previous question
  - (e) to refer to a Committee
35. A motion in respect of a matter beyond the jurisdiction of the Council shall not be in order and shall be considered to be "ultra vires".
36. After a motion is read or stated it shall be deemed to be in possession of the Council but may, with the permission of the mover and seconder, be withdrawn at any time before decision or amendment.
37. A motion properly before the Council for decision must receive disposition before any other motion can be received, except motions to amend the main motion or in respect of matters listed in Section 34.
38. A motion called in the order in which it stands upon the agenda of a meeting, and which is not decided by Council, shall be allowed to stand, retaining its precedence upon the agenda of the next regular meeting of the Council.
39. At any time during debate on a motion, or an amendment to a motion, a motion may be made to refer the matter under discussion to a Committee of Council. If the motion to refer is passed, there will be no further action on the

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main motion or amendment, until the Committee concerned has made its recommendation to Council.

**APPROVAL OF DISBURSEMENTS**

40. All accounts submitted for payment must be approved by Council prior to release of funds. Payments for budgeted items to a maximum of \$10,000 may be paid forthwith for emergency purposes or to avoid interest charges.
41. The Treasurer shall provide a list of all accounts to be paid to Council for review and approval prior to the release of funds, together with a list of those accounts paid in accordance with section 40 above.

**READING OF BY-LAWS AND PROCEEDINGS THEREUPON**

42. Every by-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any Act and shall be complete with the exception of the number and date thereof.
43. Every by-law shall have three readings prior to it being passed.
44. Unless otherwise provided, the confirmation bylaw shall receive all three (3) readings at the same time during the same meeting.
45. "Reading" in its present usage means "stage of consideration" and does not mean actual reading aloud.
46. The first reading of a by-law shall be decided without amendment or debate. It indicates approval of placing the matter before Council (introduction).
47. The second reading of a by-law indicates approval in principal of the proposed by-law.
48. First and second reading of any by-law may be held at the same meeting of Council and may be considered on the same motion.
49. If no amendments are proposed following first and second reading of a by-law and it has received unanimous support, said by-law may be given third and final reading at the same meeting as first and second reading.
50. If Council determines that a by-law is to be considered in Committee it shall be so considered after second reading and before third reading.
51. If a Committee is used for discussion of a by-law, then any changes to the by-law recommended by the Committee shall be reported by the Chairperson of

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the Committee to Council. After the report has been received by Council the by-law shall be open to debate and amendment before it is ordered for third reading.

52. The CAO/Clerk shall set out on all by-laws enacted by Council the date of the several readings thereof.
53. Every by-law enacted by the Council shall be numbered and dated and shall be sealed with the seal of the Corporation and signed by the CAO/Clerk and the Presiding Officer and shall be deposited by the CAO/Clerk in his/her office for safekeeping.

**COUNCIL INQUIRIES/NOTICES OF MOTION**

54. Any member of Council may request follow-up information of any nature or give notice of a motion to be brought forward at the next regular Council meeting.
55. Specifics regarding names and addresses related to by-law enforcement or animal control issues will not be discussed in open session.

**QUESTION PERIOD**

56. Persons in the gallery or media representatives may ask questions for clarification with respect to items on the agenda as approved by Council. Each individual present shall be afforded time to ask one question during question period, but may also follow up with staff or the Mayor for additional information after the meeting. A maximum of twenty (20) minutes in total shall be allowed for question period.
57. Questions shall be directed to the Chair.
58. The Chair may terminate question period at any time, if he/she deems it necessary.

**RECONSIDERATION**

59. A resolution may be reconsidered, if during the Council Inquiries/Notices of Motion portion of the meeting at which it was passed, any Member who voted on the resolution gives notice that he/she will introduce a motion for reconsideration at the first regular meeting held thereafter. Such notice shall include reasons for so doing.
60. If such notice of reconsideration is given no action shall be taken to carry into effect the main motion until after the motion to reconsider has been disposed

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of and no further discussion shall take place at the current meeting on the matter of the main motion or on the notice of reconsideration

61. Other than under a notice of reconsideration, no motion shall be considered more than once.
62. No question upon which a notice of reconsideration has been accepted shall be considered more than once, nor shall a vote to reconsider be reconsidered.

**UNFINISHED BUSINESS**

63. The items listed in the order of the topics set out in the agenda, as amended, if the case may be, if not disposed of by Council before the end of the meeting shall be noted and brought forward on each subsequent agenda until disposed of by Council, or removed from the agenda by a majority vote of the Council.

**OTHER FINANCIAL REPORTING**

64. The Treasurer will submit quarterly budget-to-actual summaries to Administration/Finance Committee of the Whole within 30 days of the end of the quarter
65. In the event that the annual budget has not yet been approved, municipal accounts can be processed provided that the expenses are comparable with the previous year's budget authority.

**RULES OF DEBATE**

66. Robert's Rules of Order shall be followed at all Council and Committee of the Whole meetings.
67. The Presiding Officer may at any time state relevant facts and his/her position on any matter without leave.
68. The presiding officer may not move a motion without first taking leave of the chair.
69. No Member, without leave of the Council, shall speak on the same question, or in reply, for longer than ten minutes, with an additional five minute rebuttal period.
70. Where a Member considers that his/her integrity or the integrity of the Council as a whole has been questioned, he/she may as a matter of personal privilege rise at any time, with the consent of the Presiding Officer, for the purpose of drawing the attention of the Council to the matter.

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**CONDUCT OF MEMBERS OF COUNCIL**

71. The Mayor, as the Head of Council is Chief Executive Officer of the Township is elected to ensure, to the best of his/her ability, that the roles prescribed by the *Municipal Act, SO 2001*, as amended are adhered to and followed.
72. The Deputy Mayor, shall act as the Head of Council to the best of his/her ability in place of the Mayor where the Mayor is unable to act.
73. Councillors are elected to represent their respective wards to the best of their ability and shall act to the best of their ability to ensure that all aspects of the Township are considered in deliberation.
74. All members shall be respectful of each other, staff and the general public while fulfilling their roles.
75. No member shall speak disrespectfully of the Reigning Sovereign, or of any member of the Royal family, or of the Governor General, or the Lieutenant Governors, Provincial Parties or Leaders, Federal Parties or Leaders or of their representatives.
76. No member shall speak disrespectfully, use offensive words, language or gestures.
77. No member shall speak on any subject other than the subject under debate at any meeting.
78. No member shall disobey the rules of the Council or a decision of the Presiding Officer or of the Council on questions of order or practice or upon the final interpretation of the rules of the Council;
79. Where a matter has been discussed in camera, and where the matter remains confidential, no member shall disclose the content of the matter or the substance of the deliberations of the in camera session.
80. No member shall exhibit any improper conduct over the course of any meeting.

**PENALTIES FOR MISCONDUCT**

81. Where a member has been called to order by the Presiding Officer for failing to observe the rules of conduct and persisting such conduct, the Presiding Officer may put the question, "that (Name of Council or Committee Member) be ordered to leave his/her seat for the duration of the meeting". However, if the Member apologizes and regains proper conduct he/she, by majority vote,

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will be permitted to retake his/her seat.

82. Where a Member has been permitted to retake his/her seat and improper behaviour is resumed by said Member, he/she will be ordered to leave the meeting by the Presiding Officer. No further opportunity to remain will be extended.

**CONDUCT OF MEMBERS OF PUBLIC**

83. Where a delegate, presenter or other member of the public behaves in a manner deemed to be improper conduct, he/she will be asked to leave the meeting. However, if the individual apologizes and regains proper conduct he/she, with the permission of the Presiding Officer, will be permitted to remain at the meeting.

**COMMITTEE MEETINGS**

**IN GENERAL**

84. Committees shall generally be governed by Proceedings of Council as established herein. Further terms of reference may be established by by-law from time-to-time.
85. There shall be five types of Committee meetings:
- (a) Committees of the Whole
  - (b) Committees of all members of Council with citizen volunteers
  - (c) Committees of a majority of members of Council with citizen volunteers
  - (d) Committees of a minority of members of Council plus citizen volunteers to constitute membership.
  - (e) Ad hoc committees
86. (a) Committees of the Whole are meetings where the whole of Council is listed as members and are generally to be conducted in a manner similar to Council meetings. The CAO/Clerk or Deputy Clerk is required to be present.
87. (b) Committees of all members of Council plus citizen volunteers may include, but are not limited to, matters involving Administration, Finance, Public Works, Environmental Services and Recreation Facilities. The meetings are generally to be conducted in a manner similar to Council meetings. Citizen volunteers shall declare an oath of confidentiality in order to be included when matters are discussed in camera, and where the matter remains confidential in nature. The CAO/Clerk or Deputy Clerk are required and other senior staff may be required to be present.
88. (c) Committees of a majority of members of Council shall be generally conducted in a manner similar to Council. Matters to be considered may

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include, but are not limited to Land Use Planning, Economic Development and Recreation Programming. The CAO/Clerk or Deputy Clerk are required and one other staff member may be required to be present.

89. (d) Committees of a minority of members of Council plus citizen volunteers to constitute membership may be conducted in an open discussion forum or in a manner similar to a Council meeting, as determined by the Presiding Officer. Such committees may include matters involving recreation programming, citizen concerns, public libraries, etc. The majority of representation shall be non-elected citizens. No staff resources are required.
90. (e) Ad Hoc Committees may be established from time-to-time to address specific matters. The Mayor and/or Council shall appoint members and set the terms of reference for such Committees by resolution.
91. All committees shall make recommendations to Council by way of motions brought forward by Committee members and duly voted upon.
92. Council shall, at the start of their term, establish or confirm Committees of Council and their terms of reference, as well as the nature and number of members, by by-law.

**COMMITTEE PROCEEDINGS**

93. The Presiding Officer shall call the meeting to order, ensure that all members have copies of an agenda and/or supporting information, adjourn the meeting if unruly, or request individuals behaving in an unruly or rude manner to leave the meeting place, in accordance with sections 70 through 82 above.
94. Where a Committee is comprised of a minority of members of Council, quorum is not required for discussion to take place; however, quorum is required for votes to be called on recommendations to Council.
95. Where Committee is comprised of three or more elected members of Council, the Committee shall be served by appointed staff in accordance with the *Municipal Act, SO 2001* as amended.
96. Minutes of Committees shall record:
  - The place, date and time of the meeting;
  - The names of the presiding officer and those voting and non-voting persons in attendance;
  - A synopsis of discussion, without mention of names associated with the opinions offered;
  - Motions and/or recommendations duly moved, seconded and voted upon;
  - The reading, correction and approval of previous meeting minutes;



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- All other proceedings without note or comment.
97. The Mayor shall be ex-officio to all Council Committees. Ex-officio is defined as having the right to attend, participate and vote at the meeting, but not forming part of the quorum.

**GENERAL PROVISIONS**

**RECORDING OF COUNCIL OR COMMITTEE SESSIONS**

98. The recording or live-streaming of meetings is permitted by members of the public, media, and staff.

**AMENDMENT**

99. No amendment or repeal of this by-law or any part thereof shall be considered at any meeting of the Council without notice of proposed amendment or repeal having been given at a previous regular meeting of the Council, and the waiving of this notice by the Council is prohibited.

**AUTHORITY**

100. Roberts – “Rules of Order” shall be the final authority for any rules governing business procedures not covered in this by-law.
101. Any procedure required by this by-law may be temporarily suspended with the consent of a majority of the Council present.

**NOTICE**

102. Notice of meetings will be provided to the public via the municipal website.

**ABSENCE OF HEAD OF COUNCIL FROM THE MUNICIPALITY**

103. In the case of the absence of the Mayor from the Municipality, or if he/she is absent through illness, or he/she refuses to act, or his/her office is vacant, the Deputy Mayor will act in his/her place. However, if both are absent, a Councillor shall be appointed by the majority of members present to act from time to time in the place and stead of the Head of the Council and he/she shall have all the rights, powers and authority of the Head of Council, while so acting. This does not extend to membership on Counties Council.

**PETITIONS AND COMMUNICATIONS (CORRESPONDENCE)**

104. Every communication, including a petition designed to be presented to the Council, shall be legibly written or printed and shall not contain any obscene or

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improper matter or language and shall be signed and dated by at least one person and filed with the CAO/Clerk.

105. Every communication received by the CAO/Clerk shall be forwarded to members of Council on a weekly basis.
106. Any member of Council may request that the CAO/Clerk bring forward any communication to a Committee or Council meeting for debate or direction.

**ELECTRONIC PARTICIPATION DURING DECLARED EMERGENCIES**

~~107. To participate in all meetings of Council or Committee of Council, members must be physically present in the chambers designated for this purpose except during any period where an emergency has been declared to exist in all or part of the municipality under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act.~~

~~As per Section 238(3.3) of the Municipal Act, 2001, a member of Council, of a Local Board or of a Committee who is participating electronically in a meeting may be counted in determining whether or not quorum of members is present at any point in time.~~

~~A member of Council, of a Local Board or of a Committee can participate electronically in a meeting that is closed to the public. Members will be responsible to take all reasonable measures to ensure security in the event that a closed meeting is held electronically.~~

~~Where an emergency has been declared to exist in all or part of the municipality under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, and as a result of the Province and the Township limiting exposure to the public in order to protect the health and safety of its residents and employees, electronic meetings of Council and Committee that are not closed to the public under Section 239(2), (3), and (3.1) of the Municipal Act, 2001, will be open to the public via technological means, as per the Meeting Recording Policy, when physical attendance may not be possible.~~

~~Motions shall not be required to be made in writing during an electronic meeting. The member that has brought a motion forward during an electronic meeting shall supply the Clerk with a copy of the motion following said meeting.~~

~~All requested recorded votes shall be recorded during an electronic meeting. Each member present, including the presiding officer, except a member who is disqualified from voting by any Act, shall announce his/her vote verbally when called by the presiding officer or Clerk, and the Clerk shall record each member's vote.~~

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Members wishing to participate electronically in a meeting shall contact the Clerk and/or designate as soon as possible or within 6 hours of the start of the meeting.

**ELECTRONIC PARTICIPATION IN MEETINGS**

107. In-person participation shall remain the primary method of participation by members, electronic participation is available to members who deem it necessary due to:

- (a) It is not safe or possible to attend in-person due to natural extreme weather event;
- (b) Health and safety restrictions or guidelines that may be outlined by the Health Unit, Provincial/Federal government or the Township's Emergency Control Group;
- (c) Provincial government orders restricting in person meetings/public gatherings/stay at home orders;
- (d) Activation of the Emergency Control Group or a declared emergency by any level of government or health unit;
- (e) Medical absences (illness, isolation, or other health issues);
- (f) Parental leave;
- (g) Travel on official municipal business;

108. As per Section 238(3.1) of the Municipal Act, 2001, members of Council, of a Local Board or of a Committee, can participate electronically in a meeting.

A member of Council, of a Local Board or of a Committee, who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any time in time.

A member of Council, of a Local Board or of a Committee can participate electronically in a meeting that is open and closed to the public. Members participating electronically in a closed session shall ensure that they are in a private room, where no other persons can overhear the deliberations and that all reasonable measures have been taken to ensure confidentiality and internet security. It is highly recommended that all members participating electronically in a closed session wear a headset.

A member of Council, of a Local Board or of a Committee participating electronically shall notify the Presiding Officer of the meeting and the Clerk, or their designate, of their intention, prior to the meeting if they wish to participate via electronic means.

A member of Council, of a Local Board or of a Committee shall verbally inform the Presiding Officer of their intention to leave the meeting. If the member is

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returning to the meeting, the member shall verbally notify the presiding officer at the time of their return.

A member of Council, of a Local Board or of a Committee making a motion shall not be required to be made in writing during electronic participation of the meeting. The member that has brought a motion forward during his/her electronic participation shall supply the Clerk with a copy of said motion, within 48 hours, of said meeting.

A member of Council, of a Local Board or of a Committee shall notify the Clerk, or designate, of their intention to participate electronically as soon as possible, or not later than 6 hours before the scheduled start of the meeting in order for electronic participation preparations to be made.

All members participating electronically shall vote by show of hands or by verbal consent (yea or nay).

All requested recorded votes shall be recorded during electronic participation. Each member present, including the presiding officer, except a member who is disqualified from voting by any Act, shall announce his/her vote verbally (yea or nay) when called by the presiding officer or Clerk, and the Clerk, or designate, shall record each member's vote.

## CAO's ADMINISTRATIVE UPDATE TO COUNCIL

### ADMINISTRATION / ECONOMIC DEVELOPMENT

Senior Management Team	Working on 2021 capital projects. Adapting response plans and activities related to COVID.
Economic Development	Township staff are working with an agent for the owner of 3209 County Rd 2 on an application for a zoning bylaw amendment to allow a Cannabis Microcultivation Facility as a permitted use. The lot is currently zoned as both Highway Commercial and Industrial Park.
Aggregate Resources Study	The Counties Planning Department is undertaking an Aggregate Resources Study. The study will help to incorporate bedrock resource mapping in the County OP and update mapping of sand and gravel resource areas. With most of the Counties aggregate resources in TWPEC, Augusta and North Grenville, TWPEC is represented on the technical steering committee by Novatech. The study is led by Meridian Planning.
Committee of Adjustment	A Minor Variance was granted for a lot on Millar Rd at the Committee of Adjustment meeting on April 22. The variance reduces the required front yard setback from 20m to 17.46m. Lockwood Brothers Construction plans to build a single detached dwelling on the lot.
Zoning Bylaw	Staff continue to work with Novatech on the public draft of the zoning bylaw. A safety plan for the open house has been prepared and reviewed by the Health Unit. The Health Unit, Novatech and Township Staff have agreed it would be appropriate to set a date and begin advertising after the stay-at-home order is lifted.
Digital Service Squad	Our Digital Service Squad Member, Justin St. Pierre, will be making a presentation to the Committee of the Whole – Community Development Committee at the next scheduled meeting on May 3.
Community Safety and Well Being Plan	A partner day was held on Friday April 23 as part of the engagement process in developing the overall plan.
Commuter Transit Pilot Project	The steering committee met on April 16. Two sub-committees were established: marketing and operations to work out more detailed logistics. A draft operational agreement will be coming forward to Council within the next month for review and approval.
SNC Tree Giveaway	The Conservation Authority has confirmed that tree giveaways can continue as scheduled during the stay-at-home order. 110 Drive-thru pickups are scheduled for residents that have ordered seedlings through SNC.
South Grenville Beacon	The bi-weekly newspaper is now in circulation and we will provide support by sending more localized ads like hydrant flushing,

	brush/leaf pick-up and emergency preparedness. Our weekly meeting schedules will remain with the Recorder & Times.
Building	The building department has issued 51 building permits to date. A Vacant and Abandoned building progress report will be coming to the Administration & Finance meeting in May.
Bylaw	The BLEO continues to complete EMCPA reporting on a weekly basis. Provincial orders continue to be monitored, with OPP responding to any requests for investigation. The local OPP detachment has not required additional assistance from the BLEO with respect to provincial order enforcement. The BLEO has been busy proactively identifying areas within the Township that require additional compliance orders to help clean up the community.
Upcoming meeting schedule <b>Time – 6:30pm unless noted otherwise</b>	Monday May 3 – Committee of the Whole, CDC Monday May 10 – Committee of the Whole, Admin/Finance Monday May 17– Committee of the Whole, PW/ES/F Wednesday May 19 – Port Management Committee Tuesday May 25 – Regular Council

## TREASURY

Inclusive Community Grant	We received notice on April 6 that we were unsuccessful in our grant application to the Ministry for Seniors and Accessibility's Inclusive Community Grants Program. This application was to improve accessibility at the township office.
2020 FIR	The Financial Information return template has been downloaded and Treasurer has begun entering data
2020 Audit	Auditor has provided audit adjusting entries for review and posting to close off 2020 Year end. Draft statements are anticipated to be available in May.

## FACILITIES/RECREATION

HR	Valerie Flay, a valued member of our recreation department since October 2010 has provided written notice of her intention to retire at the end of April. We will miss Valerie's skillset and her amazing work with the flower beds in the summer. We wish her all the best in the future.
Docks	Provided the water levels continue to rise, the docks will be installed Tuesday April 27 <sup>th</sup> Viewing platform at the Mill was installed last week
Parks	Grass cutting has started, Play structures are cleaned daily during this current lockdown All picnic tables & Garbage cans are out in various locations

Cemeteries	Staff are doing some major clean up and removal of the old fencing at the Shanly Cemetery
Training	Safe Propane handling course for all fulltime & 2 part-time staff was held on April 14. Working at heights course scheduled for May 19 and 20.

#### OPERATIONS – PUBLIC WORKS

Roads	Half load restrictions remain in effect. 79 half load notification signs have been installed by Staff. Staff sweeping intersections. Worked with ES to repair a catch basin on Dundas St.
	Cold patching operations have applied approximately 8 tonnes of cold patch to hardtop roads.
	Approximately 50 km of gravel roads graded and staff performing spot gravel applications as required.
	Hot mix tender closes April 29th at 4:00.
Equipment	Staff mounted water tank on T6 for annual gravel application. Minor maintenance on vehicles.
	Staff issued a request for quotation, by invitation, to seven companies for grader maintenance services. No submissions were received by closing on April 21. A report and recommendation is before Council tonight.
Roadside	Staff continue picking up roadside garbage. Staff undertaking Winter Control lawn repairs. PW worked with Counties to complete sidewalk sweeping in both Cardinal and Spencerville. Speed Pacifiers mounted along Albert St. In Johnstown. Repairing/replacing roadside signs, Removed several fallen trees along the roadways.
Drainage	Spencerville drainage engineering underway.
	Johnstown Drainage project engineering expected to start mid-May
	Ventnor Culvert CIPP project RFQ awaiting final approval of easement agreement by Council. CCTV inspection complete.
Training	Safe Propane handling course was held on April 14. Working at heights course scheduled for May 19 and 20.

#### OPERATIONS – ENVIRONMENTAL SERVICES

Cardinal Wastewater	Plante Electric serviced electrical panel for SBR # 1 waste sludge pump. Black & McDonald completed quarterly boiler maintenance.
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Treatment Plant	ATAD Vessel temperature sensor calibrations completed. Terrapure completed Spring biosolids removal (9 truckloads totaling 359.3 m <sup>3</sup> of biosolids). Replaced all power relays in SBR, ATAD and SSCP Panels. Drain, cleaned and repaired valve in UV channel.
Cardinal Water Plant	H2 Flow performed semi-annual servicing of UV Systems. Serviced communication units between Water Plant and Tower. Flushed PAC line and replaced injector quill. DWQMS offsite surveillance audit was held on April 22 <sup>nd</sup> .
Cardinal Distribution System	Removed fire hydrant markers. Flushing fire hydrants and operating main valves on-going in Cardinal. Recreation staff painting fire hydrants. Curb stop repair and private water service replacement at a County Road 2 property was scheduled for April 21 <sup>st</sup> .
Industrial Park Water System	Routine Operations.
Spencerville Wastewater System	Pre-lagoon discharge samples collected on March 27 <sup>th</sup> and 29 <sup>th</sup> . Annual Lagoon Discharge completed April 16 <sup>th</sup> . CWW flushed the Bennett Street sewer main and cleaned pumping stations.
Cardinal Sewer and Storm Collection System	Flushed and CCTV'd storm main on Dundas St West Repaired a catch basin on Dundas Street West. Responded to a sewer lateral stoppage complaint on Gill Street (Issue on private property- no corrode piping and tree roots). CWW cleaned Henry and Adelaide Street Pumping Stations.

## OPERATIONS – MUNICIPAL DRAINS

Newport/CR2 Drain	Staff is working on coordinating a time for Robinson Consultants to brief Council on progress of report to date.
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## FIRE DEPARTMENT

Pandemic	OFM PPE survey is now being submitted monthly. Safety supplies stock is adequate. Covid-19 screening including temperature checks being completed at fire stations for all non-emergency activities. Medical First Responders who chose to receive the Covid-19 vaccine have received their first dose. The balance of the Fire Department will be eligible for Covid-19 vaccination in stage 5 - now estimated to begin late May – early June.
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Training	Training is limited to online format and Firefighter I program only. The Firefighter I program will wrap up on May 29 with practical and cognitive testing being conducted by the OFM.
HR	Occasionally 1-2 staff have been unavailable as a precaution while they wait for covid-19 test results for family or other close contacts. Two firefighters welcomed new children in April and have been directed to focus on family priorities. Four more firefighters have children on the way this year. Renny Rayner replaced Barry Moorhouse as the Chief of the Prescott Fire Department on April 1. The Chiefs have met briefly and look forward to working together.
Facilities	Cooling system parts for the generator at station 1 are on backorder. Repair will be scheduled once parts/warm weather arrives.
Fleet	The dump chute actuator bracket on tanker 3 required replacement due to fatigue cracking around the mounting bolts. Selleck mechanical was able to fabricate a new bracket and complete the repair.
Fire Prevention	Burning restrictions were instituted County wide from April 8 – 21 due to dry spring conditions. A fire safety order was issued to a tenant. Inspection of a two-unit residence with violations corrected same day. Cause of the fire at 11 Centre St is so far undetermined but not considered suspicious. A forensic engineer is evaluating the boiler.
Grants	Items included in the covid-19 fire safety grant have been ordered.

## EMERGENCY MANAGEMENT

2020 EMCPA Compliance	On March 30, we received correspondence from Emergency Management Ontario (EMO) that our submission was reviewed and determined to be compliant with the EMCPA in 2020.
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Councillors are reminded to please forward or cc sent/received email correspondence that is a municipal record to [councilmail@twpec.ca](mailto:councilmail@twpec.ca)

# TOWNSHIP OF EDWARDSBURGH CARDINAL

April 26, 2021

Resolution Number: 2021- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

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

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

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

**BY-LAW NO. 2021-**

**“A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY  
RESOLUTION”**

**WHEREAS** Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

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

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on April 26, 2021 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 26 day of April, 2021.

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**Mayor**

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**Clerk**