

AGENDA COMMITTEE OF THE WHOLE PUBLIC WORKS/ENVIRONMENTAL SERVICES/FACILITIES

Monday, June 21, 2021, 6:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

- 1. Call to Order Chair, Councillor Cameron
- 2. Approval of Agenda
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof
- 4. Business Arising from Previous Committee of the Whole Meeting Minutes (if any)
- 5. Delegations and Presentations
 - a. Kevin Hawley Greer Galloway Johnstown Drainage
- 6. Discussion Items
 - a. Johnstown Drainage Preliminary Work
- 7. Action/Information Items
 - a. Fire Service Fees Bylaw
 - b. Adelaide Sewage Pumping Station Spare Pump
 - c. Unopened Road Allowance Off Frederick St
 - d. Township Vehicle Maintenance Provider Review
- 8. Councillor Inquiries/Notices of Motion
- 9. Mayor's Report
- 10. Question Period
- 11. Closed Session
 - 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 15, 2021 and April 19, 2021.

- 12. Report Out of Closed Session
- 13. Adjournment

MINUTES

COMMITTEE OF THE WHOLE

PUBLIC WORKS/ENVIRONMENTAL SERVICES/FACILITIES

Monday, May 17, 2021, 6:30 PM Council Chambers and by Zoom 18 Centre Street, Spencerville ON Contact the Township Office to Register (613)658-3055

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

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: Mayor Sayeau

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)

Members inquired if the Township has received a report from Greenfield with respect to their increased capacity needs at the pumping station. It was noted that the Township has not received any correspondence of that nature from Greenfield, but will follow-up about the capacity report.

5. Delegations and Presentations

None.

6. Discussion Items

None.

7. Action/Information Items

a. Application for Site Plan Control – Wen'dees Eats n Treats

Committee reviewed the report and confirmed that there will be 6 parking spots at the location. Members confirmed that the property owner has received a full copy of the site plan control agreement for review and to provide feedback. Members highlighted that as per the agreement, the property owner is responsible for the development and would incur any costs if the refreshment vehicle owners did not comply with the site plan. It was noted that the Township has provided the property owner with the site plan and informed him that as the property owner, he is responsible to ensure that the agreement is fulfilled. Members confirmed that the Township received proper consent from the property owner for the use of the land with respect to the refreshment vehicle licensing requirements.

Moved by: Councillor Hunter

Seconded by: Councillor Dillabough

That Committee recommend that Council adopt a bylaw to enter into a site plan control agreement with the property owner, Kevin Burchell, as attached.

Carried

b. Ward & At-Large Elections

Committee reviewed the report and noted that the information will be discussed during the May Council meeting in response to Councillor Hunter's notice of motion to dissolve the ward system. Members highlighted the potential cost associated with hiring a consultant to complete a review. It was noted that the service delivery review report suggested that a consultant may be hired to complete a review, however, the Municipal Act does not require a consultation process. Committee was provided an overview of the notice and appeal period stipulated in the Municipal Act. Members noted that it is a decision of Council and many members have received inquiries about the idea of moving to an at-large election during previous campaigns. Members highlighted that during the service delivery review process 4 of the 5 members indicated their support for an at-large election.

c. DWQMS 3rd Party Audit Report

Committee reviewed the report and discussed the three areas of improvement identified during the audit. There was a general discussion on how the Township will address the area for improvement with respect to digitizing current handwritten record of tracking tables. It was noted that currently the tracking report is completed by hand, however the auditor has identified that the standard recognizes and prefers electronic/digital submission of reports. Members confirmed that both the Chief and Assistant Chief Operators are equipped with Township iPads.

Members noted their support of handwritten reports to verify who completes the report and ease of accessing paper files for reference. Members confirmed that the Township has a tracking and filing system in place to access files easily when requested.

d. 2021 Spencerville Lagoon Discharge Report

Township staff provided a summary of the report with examples to clarify various technical terms and measurements.

Moved by: Councillor Hunter

Seconded by: Councillor Dillabough

That Committee recommends that Council receive and review the 2021 Spencerville Lagoon Discharge Report and direct staff to submit the report to MECP prior to the June 30th due date.

Carried

e. Crowder Road Culvert Replacement Agreement - Dobbie

Members requested staff to confirm the legal company name of JF Dobbie and correct if necessary.

Moved by: Mayor Sayeau

Seconded by: Councillor Dillabough

That Committee recommends that Council review the agreement and authorize the Director of Operations to enter into the agreement with J.F. Dobbie and Sons.

Carried

f. Township Pools Reopening

Township staff provided a summary of the report, noting that, depending on provincial restrictions, both pools could open in late June. It was noted that there are a sufficient number of lifeguards to operate and monitor the pools for public and adult swim, however, due to the pandemic shutting down the instructor training courses, there are not enough trained and qualified lifeguards to teach swimming lessons. It was noted that the

public may need to register for time slots to swim in order to keep track of the number of public accessing the pool.

Committee discussed the report and inquired why the Town of Prescott is planning to open their pool between June 7-10. It was noted that the pool in Prescott is heated which allows for an earlier opening. Staff confirmed that there is no restriction on water temperature and that the Township is proposing to open the pools on the third weekend of June. It was noted that if the province reduces the restrictions on June 2, each pool would likely have a capacity limit of 25 people. Members confirmed that if a lifeguard resigns the Township could still operate both pools.

Members noted that the donation from Ingredion and Greenfield would only be utilized if the Township offered swimming lessons. Members noted that the Town of Prescott entered into an agreement with the YMCA to run the swimming programs at the Prescott pool. Members inquired if Township staff have consulted with the YMCA to determine if the Township could also enter into an agreement for lifeguard services. It was noted that staff are unaware of the agreement details with Prescott but can follow-up with the YMCA.

Committee discussed the issue of student lifeguards not being able to access and attend certification training due to no courses being offered during the pandemic. It was noted that it may be possible for the lifeguards to attend the course after June 2 when the provincial lockdown is removed. Members suggested that the Township could cover the upfront cost of the course if the lifeguard is willing to work for the Township for the year. It was noted that if the lifeguard was willing to complete the training and work for the Township, then at the end of the season the Township could pay the student the cost of the training course. Members requested staff to report back at the Council meeting if they receive information from the YMCA in time.

g. Cardinal Waterfront Canteen Reopening - Extended Hours

Committee reviewed the report and Members noted that they had expected to see a business plan for each scenario rather than just the overall expenses to the Township if the canteen hours are extended. Committee compared the current base hours versus the potential extended hours and confirmed that if the Township were to receive zero revenue to offset the additional expenses in wages, then the Township would incur an expense of approximately \$4,200.00.

Members debated if the canteen hours should be extended for the season. Members were divided on the subject, some supporting extending the hours, while other were against it on the basis of impacting other local food businesses already trying to survive during the pandemic. Members highlighted that another food based business, in the form of a refreshment vehicle was discussed during the meeting and the owners of the business

were likely basing their business case on the current canteen hours. It was noted that the original report from staff indicated that the canteen hours may remain status quo.

Moved by: Councillor Dillabough

Seconded by: Deputy Mayor Deschamps

That Committee recommends that Council extend the hours at the Cardinal waterfront canteen on Wednesday to Friday to 11:30am-7:30pm in 2021.

Carried

8. Councillor Inquiries/Notices of Motion

Councillor Dillabough inquired about a recent minor lawn mower accident. Members confirmed that the employee injuries were minor with no lost time and that employees receive proper training for the use of such equipment. It was noted that it was a simple mishap and that an incident report will be completed.

Councillor Hunter inquired if the gravel has been spread on specific Township roads. It was noted that the spreading of gravel will begin shortly.

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None.

10. Question Period

None.

11. Closed Session

None.

12. Adjournment

Moved by: Deputy Mayor Deschamps

That Committee does now adjourn at 8:05 p.m.

Chair	Clerk	

Carried



TOWNSHIP OF EDWARDSBURGH CARDINAL DISCUSSION ITEM

Committee: Public Works, Environmental Services & Facilities

Date: June 21, 2021

Department: Operations

Topic: Johnstown Drainage Capital Project Update

Background: On Tuesday April 13[,] 2021, the Phase 1 proposal for design and engineering of a multi-year, Johnstown Drainage project was awarded to Greer-Galloway Group, (GGG). In phase one, GGG proposed that the drainage for Mary St. and Sophia St., (from County Road 2 to Second St.), in Johnstown should be the focal point for starting the project. The project involves design of the roads and drainage and includes two grit separators that, under current legislation, are required for discharging underground Storm Sewer systems to a body of water.

Kevin Hawley from GGG is here tonight to provide Committee with a High-Level overview of the plans for phase 1 and estimated costs of two options.

Director of Operations

EDWARDSBURGH CARDINAL TOWNSHIP

JOHNSTOWN DRAINAGE OPTION 1

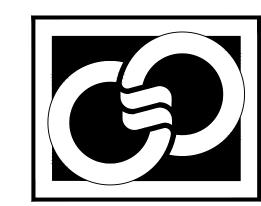
LIST OF DRAWINGS

CO-OO COVER

C1-00 SOPHIA AND MARY SITE PLAN

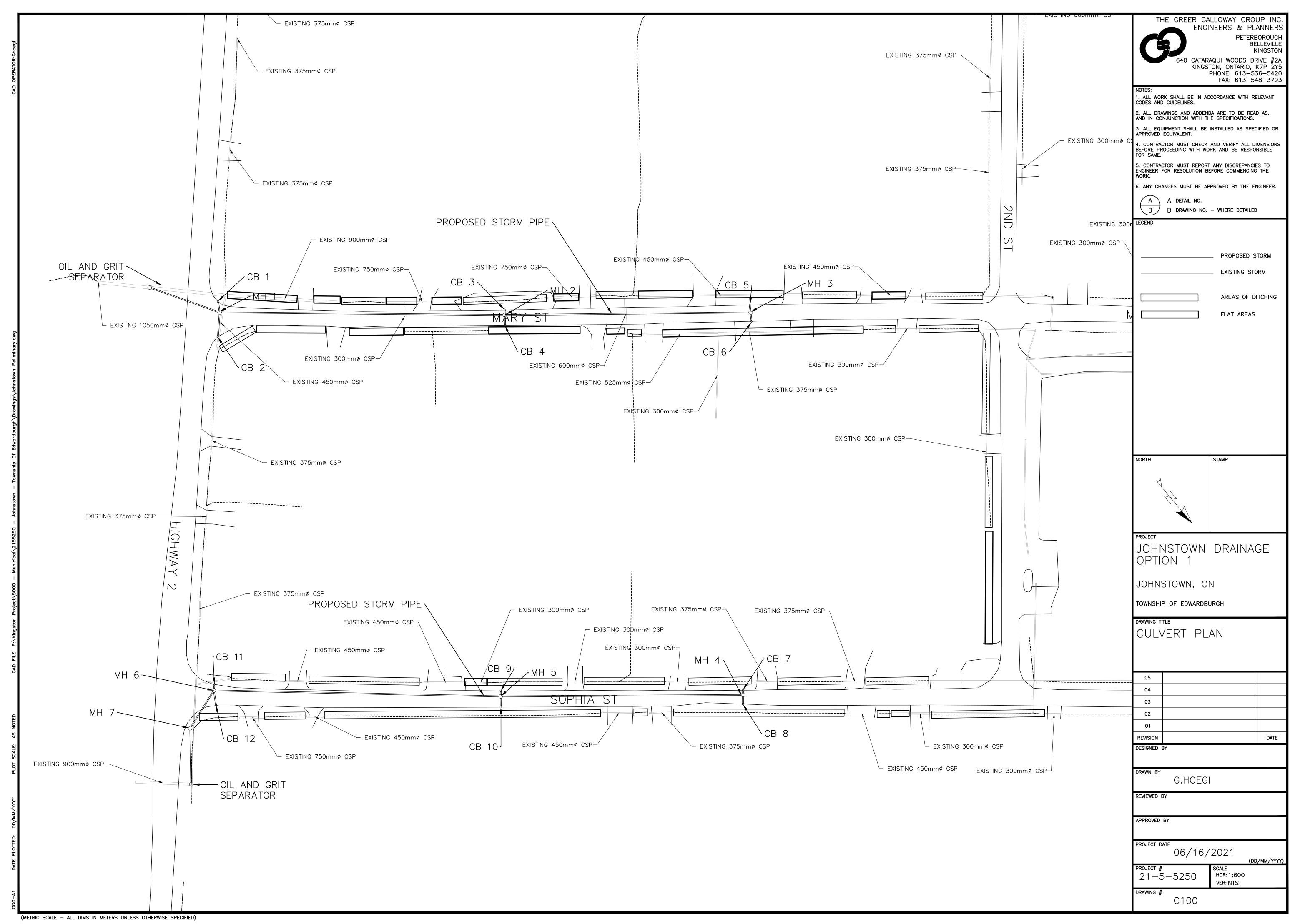
C2-00 DETAILS

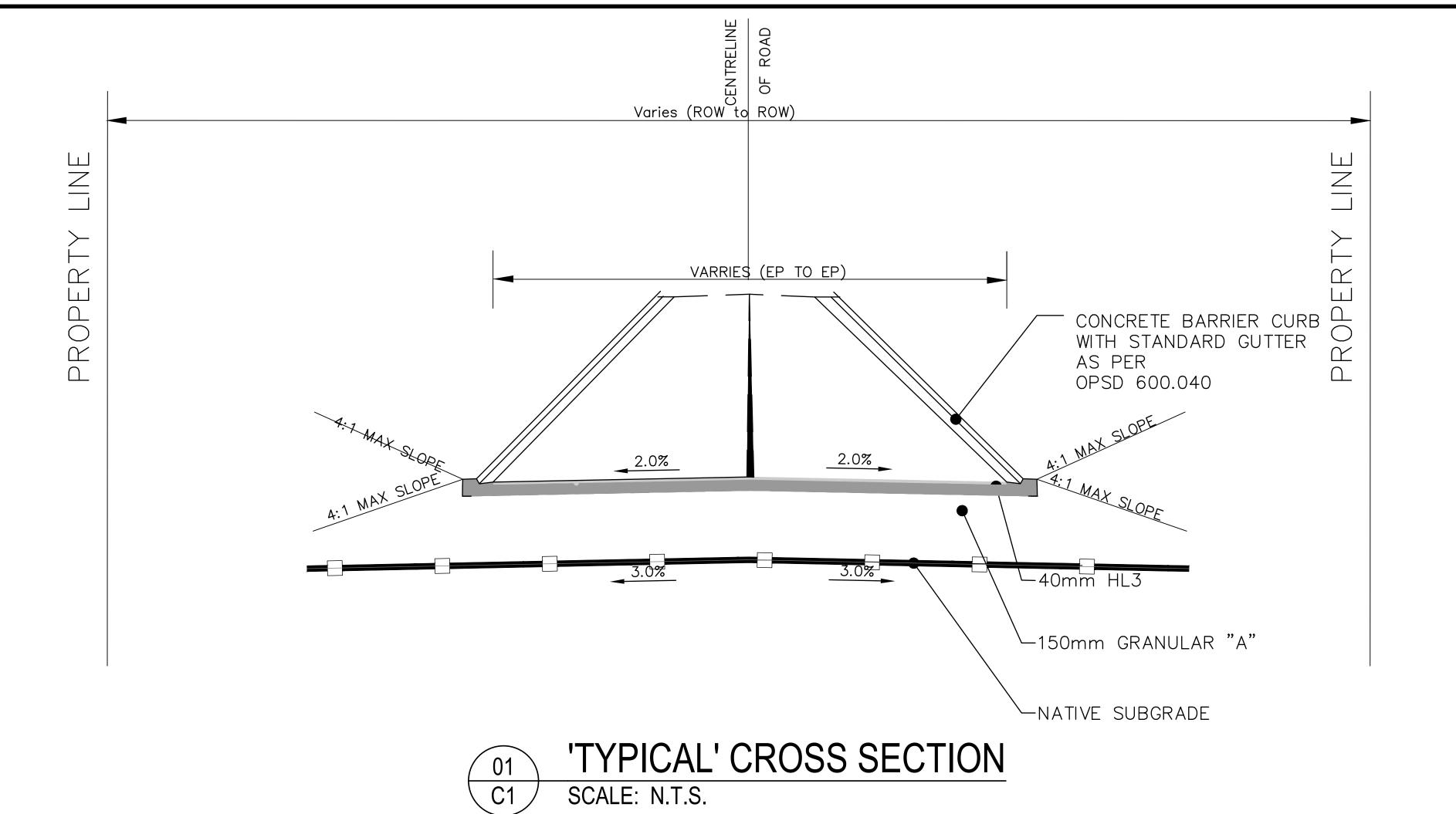
THE GREER GALLOWAY GROUP INC. ENGINEERS PLANNERS



PETERBOROUGH
BELLEVILLE
KINGSTON

640 CATARAQUI WOODS DRIVE, UNIT 2A KINGSTON, ONTARIO K7P 2Y5 PHONE: (613) 536-5420





	OPTION 1					
Item no.						
1	Oil and Grit Seperator	EACH	2.00	\$95,000.00	\$190,000.00	
2	Manholes	each	7.00	\$8,500.00	\$59,500.00	
3	Catch Basins	each	12.00	\$6,500.00	\$78,000.00	
4	Storm Sewer Pipes	m	530.57	\$400.00	\$212,226.00	
5	Ditching	m	725.00	\$35.00	\$25,375.00	
6	Curb and Gutter	m	1417.06	\$125.00	\$177,132.88	
7	Culvert Removal	m	768.89	\$30.00	\$23,066.70	
8	Culvert Replacement	m	768.89	\$300.00	\$230,667.00	
			Т	otal	\$995,967.58	
1	Asphalt Stripping	m2	6221.64	\$2.50	\$15,554.10	
2	Asphalt pulverizing	m2	6221.64	\$2.20	\$13,687.60	
3	Granular A (150mm)	tonne	1891.07	\$25.00	\$47,276.72	
4	Earth Excavation for Road	m3	1891.07	\$25.00	\$47,276.72	
5	Rock Removal For Pipe Excavation	m3	0.00	\$110.00	\$0.00	
6	HL3 Asphalt (40mm)	tonne	464.09	\$145.00	\$67,292.81	

THE GREER GALLOWAY GROUP INC. ENGINEERS & PLANNERS PETERBOROUGH BELLEVILLE KINGSTON 640 CATARAQUI WOODS DRIVE #2A KINGSTON, ONTARIO, K7P 2Y5 PHONE: 613-536-5420 FAX: 613-548-3793 1. ALL WORK SHALL BE IN ACCORDANCE WITH RELEVANT CODES AND GUIDELINES. 2. ALL DRAWINGS AND ADDENDA ARE TO BE READ AS, AND IN CONJUNCTION WITH THE SPECIFICATIONS. 3. ALL EQUIPMENT SHALL BE INSTALLED AS SPECIFIED OR APPROVED EQUIVALENT. 4. CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH WORK AND BE RESPONSIBLE 5. CONTRACTOR MUST REPORT ANY DISCREPANCIES TO ENGINEER FOR RESOLUTION BEFORE COMMENCING THE 6. ANY CHANGES MUST BE APPROVED BY THE ENGINEER. A A DETAIL NO. B DRAWING NO. - WHERE DETAILED AREAS OF DITCHING FLAT AREAS JOHNSTOWN DRAINAGE OPTION 1 JOHNSTOWN, ON TOWNSHIP OF EDWARDBURGH DETAILS REVISION DATE G. HOEGI REVIEWED BY 06/16/2021 (DD/MM/YYYY) PROJECT # 21-5-5250 SCALE HOR: NTS VER: NTS

C200

(METRIC SCALE - ALL DIMS IN METERS UNLESS OTHERWISE SPECIFIED)

Total

\$191,087.95

EDWARDSBURGH CARDINAL TOWNSHIP

JOHNSTOWN DRAINAGE OPTION 2

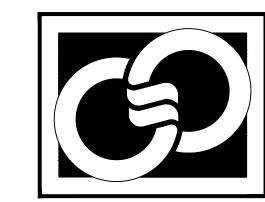
LIST OF DRAWINGS

CO-OO COVER

C1-00 SOPHIA AND MARY SITE PLAN

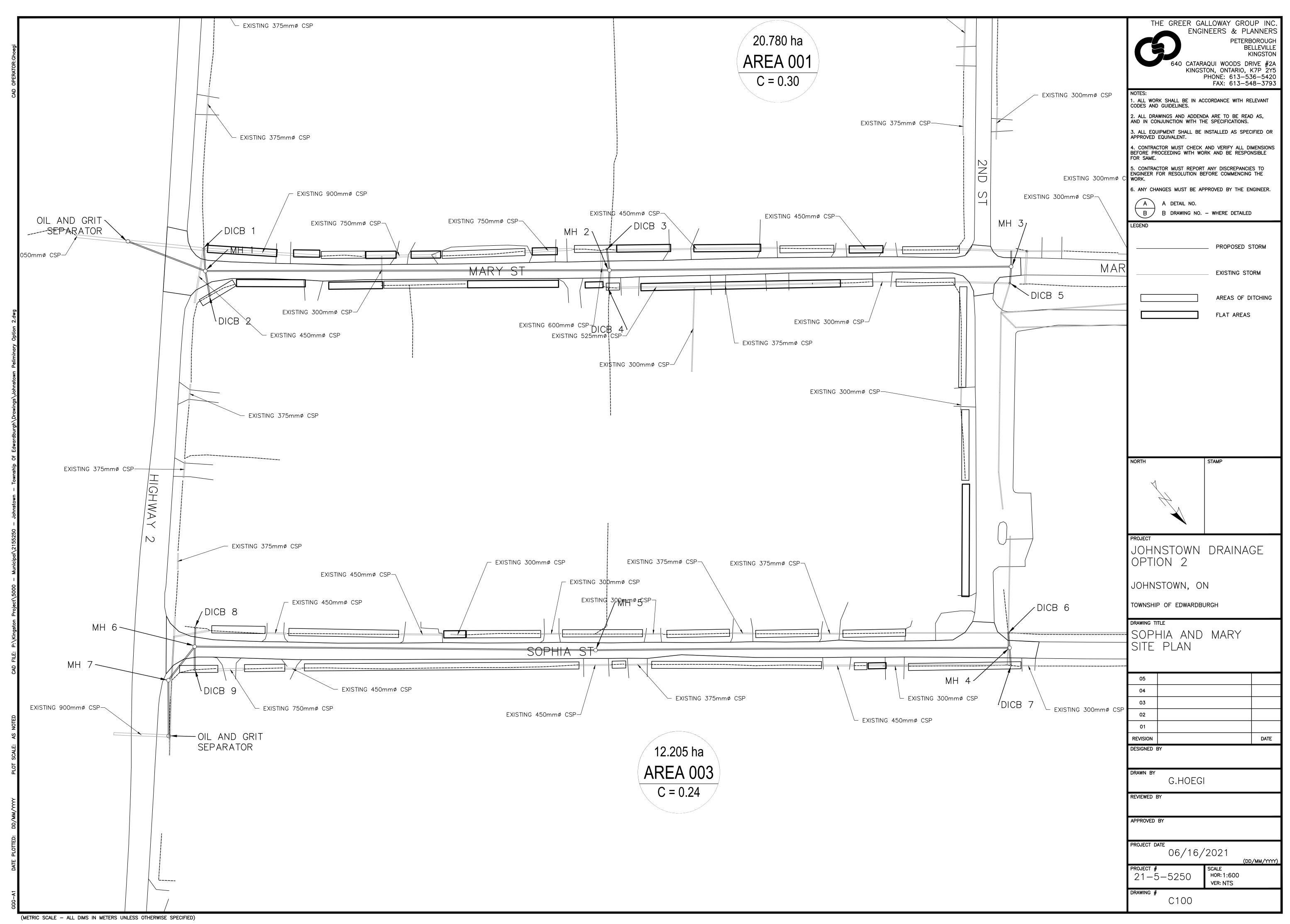
C2-00 DETAILS

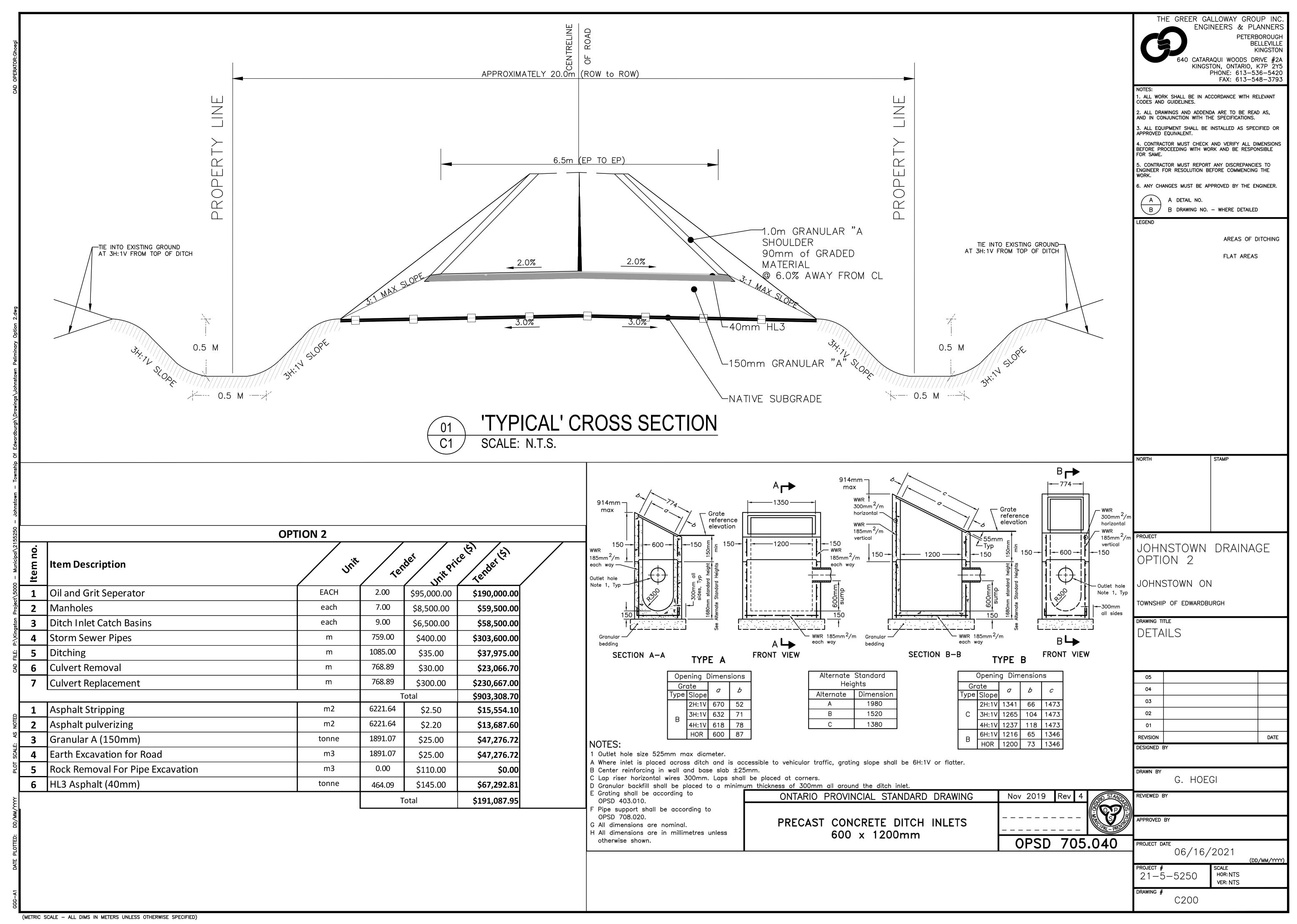
THE GREER GALLOWAY GROUP INC.
ENGINEERS PLANNERS



PETERBOROUGH BELLEVILLE KINGSTON

640 CATARAQUI WOODS DRIVE, UNIT 2A KINGSTON, ONTARIO K7P 2Y5 PHONE: (613) 536-5420





	OPTION 1					
Item Description Unit Tender Te						
1	Oil and Grit Seperator	EACH	2.00	\$95,000.00	\$190,000.00	
2	Manholes	each	7.00	\$8,500.00	\$59,500.00	
3	Catch Basins	each	12.00	\$6,500.00	\$78,000.00	
4	Storm Sewer Pipes	m	530.57	\$400.00	\$212,226.00	
5	Ditching	m	725.00	\$35.00	\$25,375.00	
6	Curb and Gutter	m	1417.06	\$125.00	\$177,132.88	
7	Culvert Removal	m	768.89	\$30.00	\$23,066.70	
8	Culvert Replacement	m	768.89	\$300.00	\$230,667.00	
			7	otal	\$995,967.58	
1	Asphalt Stripping	m2	6221.64	\$2.50	\$15,554.10	
2	Asphalt pulverizing	m2	6221.64	\$2.20	\$13,687.60	
3	Granular A (150mm)	tonne	1891.07	\$25.00	\$47,276.72	
4	Earth Excavation for Road	m3	1891.07	\$25.00	\$47,276.72	
5	Rock Removal For Pipe Excavation	m3	0.00	\$110.00	\$0.00	
6	HL3 Asphalt (40mm)	tonne	464.09	\$145.00	\$67,292.81	
	Total \$191,087.95					

	OPTION 2				
Item no.	Item Description	Unit	Ten	det Unit Pric	Tender (5)
1	Oil and Grit Seperator	EACH	2.00	\$95,000.00	\$190,000.00
2	Manholes	each	7.00	\$8,500.00	\$59,500.00
3	Ditch Inlet Catch Basins	each	9.00	\$6,500.00	\$58,500.00
4	Storm Sewer Pipes	m	759.00	\$400.00	\$303,600.00
5	Ditching	m	1085.00	\$35.00	\$37,975.00
6	Culvert Removal	m	768.89	\$30.00	\$23,066.70
7	Culvert Replacement	m	768.89	\$300.00	\$230,667.00
		-	Т	otal	\$903,308.70
1	Asphalt Stripping	m2	6221.64	\$2.50	\$15,554.10
2	Asphalt pulverizing	m2	6221.64	\$2.20	\$13,687.60
3	Granular A (150mm)	tonne	1891.07	\$25.00	\$47,276.72
4	Earth Excavation for Road	m3	1891.07	\$25.00	\$47,276.72
5	Rock Removal For Pipe Excavation	m3	0.00	\$110.00	\$0.00
6	HL3 Asphalt (40mm)	tonne	464.09	\$145.00	\$67,292.81
			1	otal	\$191,087.95



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Public Works, Environmental Services & Facilities

Date: June 21, 2021

Department: Fire

Topic: Fire fees by-law

Purpose: To update the fire department fees by-law

Background: A comprehensive fire service fee bylaw is intended to assist the township in recovering costs incurred for emergency mitigation and other requested services provided by the fire department.

Financial Considerations: Council may consider transitioning open burning permits to a user pay system. The system is utilized by less than 50% of the properties in the Township. The revenue from a modest charge per permit would cover the cost of the permitting system and any surplus could be utilized to fund fire prevention programs within the Township. The cost for the Burn Permit system is based on use and is approximately \$2000.00/year. The cost is expected to rise with increased public awareness and compliance. This does not include administration time by staff to assist residents or enforcement of the open burning bylaw.

Potential annual revenue based on 1400 permits (2020) at \$10.00 = \$14,000.00

Burn permits are valid for a calendar year. A user fee system would be best implemented at the start of a new permit cycle. Staff recommends transitioning to a \$10.00 charge per burn permit beginning in 2023. This will allow for advanced notice of the change to residents during the 2022 calendar renewal and ensure the background framework is in place for a smooth transition.

Recommendation: That Committee recommends that Council approve the updated fire fees by-law.

Fire Chief

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL BY-LAW NO. 2021-

"BEING A BY-LAW TO IMPOSE FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED OR DONE BY THE FIRE DEPARTMENT OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL"

WHEREAS the Municipal Act, 2001, Sections 8 and 9(1)(a) provides authority to enable a municipality to govern their affairs as they consider appropriate; and

WHEREAS the Municipal Act, 2001, as amended, authorizes a municipality to enact by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, among other things, subject to the terms, conditions and limitations set out in the section; and

WHEREAS Section 446 of the Municipal Act, 2001, permits a municipality to enact a bylaw to require that a matter or thing be done by a person and in default, the matter or thing may be done by the municipality at the person's expenses and further that the costs of doing so may be added to the tax rolls and collected in the same manner as taxes; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to impose fees or charges for services or activities provided or done by its Fire Department;

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

1. DEFINITIONS

In this By-law, unless the context requires otherwise;

- a) "Corporation" means the Corporation of the Township of Edwardsburgh Cardinal;
- b) "Enforcement Officer" means members of the Edwardsburgh Cardinal Fire Department, Fire Chief, Deputy Fire Chief, Ontario Provincial Police/Royal Canadian Mounted Police, or members of the Ontario Fire Marshal's office to enforce this bylaw.
- c) "False Alarm" means a fire alarm signal from a detection system that is not caused by a fire and initiates a response from the Fire Department;
- d) "Fire Alarm System" means an automatic or manual device(s) connected to a fire alarm control unit designed to alert the occupants within a building to the presence of fire. The alarm system may also alert a monitoring company (if monitored) or actuate devices connected to the alarm system, such as smoke control devices, strobe lights, magnetic devices, fire dampers or other life safety devices;
- e) "Fire Chief" means the person appointed by Council to act as Fire Chief for the Corporation;
- f) "Fire Department" means the Corporation of the Township of Edwardsburgh Cardinal Fire & Emergency Services;
- g) "Non-Resident" means a person who is neither a property owner or a tenant of property within the Township of Edwardsburgh Cardinal;

- h) "MTO Rate" means the current, accepted and published Ministry of Transportation rate for fire response service on provincial highways; and
- i) "Owner" means a person, firm or corporation who owns or has control over any portion of a property in respect of which services and activities were provided or done by the Fire Department.
- j) "Response" means the Fire Department was dispatched to an incident and the dispatch report indicates that fire department apparatus initiated a response.

2. FEE FOR SERVICE

- 2.1 If the Fire Department responds to a fire alarm and, upon conducting an investigation, the Fire Chief or his designate determines that the alarm is a false alarm, the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
 - The cost to repair the fire alarm system may be deducted from the fee if an invoice for completed repairs from a certified alarm company is submitted to the Fire Department within 7 days to the satisfaction of the Fire Chief or designate.
- 2.2 If the Fire Department attends at the scene of a motor vehicle accident or motor vehicle fire on any property within the Township and provides firefighting or other emergency services to a non-resident driver, the non-resident driver shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.3 If the Fire Department attends at a hazardous materials incident on any property within the Township and provides firefighting or other emergency services the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.4 If the Fire Department attends at a property in response to unapproved open burning or out-of-control open air burn, the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.5 If the Fire Department attends at a property and provides fire suppression or other emergency services the property owner or shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.6 If the Fire Department attends at a property and in the opinion of an Inspector, it is necessary for the immediate protection of persons and property that the lands or premises be closed immediately, cause the land or premises to be closed immediately and persons on the premises to be removed and direct that the lands or premises remain closed and that the premises be vacated until such time as corrective actions have been completed, the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.7 For the provision of emergency response and file search and compliance reports the requestor shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.8 For the provision of; burn permits, RSMP reviews, alternative solution and fire safety plan reviews the requestor shall be charged the fee as stipulated in Schedule A to this by-law.

- 2.9 If the Fire Department attends at a property in response to a request for a fire inspection the requestor shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.10 If the Fire Department attends at a property and provides stand-by fire protection the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
- 2.11 If it is necessary to retain private contractor, rent special equipment not normally carried on a fire apparatus in order to determine origin and cause, suppress or extinguish a fire, preserve property, prevent fire spread, make safe or otherwise eliminate an emergency the property owner shall be charged the fee as stipulated in Schedule A to this bylaw
- 2.12 The owner of property to which services set out in Schedule A to this bylaw were provided for or done by the Fire Department, regardless of whether requested by the owner or an agent of the owner or not, and invoiced to the owner by the Corporation shall pay the fee imposed for such service within sixty (60) days of the mailing of an invoice.
- 2.13 If a property owner who is charged a fee under this by-law fails to pay the fee within the prescribed time, the Corporation may add the fee, including interest to the tax roll of any real property registered in the name of the owner and collect the fee, including interest, in a like manner as municipal property taxes.
- 2.14 Where there is more than one owner, their liability for payment shall be joint and several.
- 2.15 The fees as listed in Schedule A of this by-law will be subject to applicable taxes.

3. PENALTIES & ENFORCEMENT

- 3.1 Every person who contravenes any of the provisions of this bylaw is guilt of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, C.P.33, as amended.
- 3.2 A person who is convicted of an offence under this bylaw is liable for each day or part of a day that the offence continues, where the minimum fine shall not exceed \$500.00 and a maximum fine of \$10,000.00 and the total of all daily fines for the offences is not limited to \$100,000.00 as provided for in Section 429(3) of the Municipal Act, 2001, as amended.
- 3.3 Upon registering a conviction for a contravention of any provision of thus bylaw, the court in which the conviction has been entered, may in addition to any other remedy and to any penalty imposed by this bylaw, make an order prohibiting the continuation or repetition of the offence by the person convicted, pursuant to Section 431 of the Municipal Act, 2001, as amended.
- 3.4 Where a person fails or defaults to carry out any direction or action required by the Township as authorized by this bylaw, upon reasonable and written notice, the Township may proceed to do such things or carry out such actions as directed at the expenses of the person and such expenses may be recovered by the Township in a like manner as taxes in accordance with the provisions of Section 326 of the Municipal Act, 2001, as amended.

- 3.5 Every person who contravenes this bylaw, including a notice to remedy, notice of violation, or order to comply under this bylaw is guilty of an offence.
- 3.6 No person shall obstruct or hinder or attempt to obstruct or hinder an Enforcement Officer or other authorized employee or agent of the Township in the exercise of a power or the performance of a duty under this bylaw.

GENERAL

- 4. It is the declared intention of the Council of the Corporation of the Township of Edwardsburgh Cardinal that any section or part of this bylaw which may subsequently to held to be illegal shall be severable from the remainder of the bylaw and shall not be deemed to have persuaded or influenced the Council to pass the remainder of the bylaw.
- **5.** That Schedule "A" shall constitute and form part of this bylaw.
- **6.** That bylaw 2016-05 and all other bylaw previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.

Mayo	 r	Clerk		
	a third and final time, passed, signed and seale, 2021.	ed in open	Council this	_ day
Read	a first and second time in open Council this	day	, 2021.	
7.	That this bylaw shall come into force and take	effect on t	he date of pass	age.
	The second secon			

	SCHEDULE "A" By-law 2021-		
	Current Fee (\$)	New Fee (\$)	
2.1 Fire Alarms			
False Alarms	First alarm	Nil	Nil
	Second Alarm within 90 days	Nil	\$125.00
	Third and subsequent alarm(s) within a 12-	Nil	\$250.00
	month period		
False alarm as a result of failure to	First alarm	Nil	\$150.00
maintain a fire alarm system	Second alarm within 90 days	\$150.00	\$300.00
	Third and subsequent alarm(s) within a 12-	\$150.00	\$600.00
	month period		
False alarm as a result of work being	Each false alarm	\$150.00	\$300.00
performed on the alarm system			
without proper notification to			
monitoring agency and/or fire			
dispatch			
False alarm resulting from a malicious	First alarm	Nil	Nil
act	Second and subsequent alarm(s) within 3	\$150.00	\$300.00
	months		
2.2 Motor Vehicle Accidents and Vehicle		T	
Response to King's Highway 401 &	Per truck – 1 st Hour		MTO rate
416	Per truck – each additional one-half hour		50% MTO
	or part thereof		rate
Non-resident Motor Vehicle	Per truck – 1 st Hour	\$450.00	MTO rate
Collision/Motor Vehicle Fire	Per truck – each additional	\$225.00	50% MTO
	one-half hour or part thereof		rate
2.3 Hazardous Materials Response		T	T
Hazardous Materials Response	Per truck – 1 st Hour	Nil	MTO rate
	Per truck – each additional one-half hour		50% MTO
	or part thereof		rate
Services rendered at an illegal	Per truck – 1 st Hour	Nil	MTO rate
incident involving the OPP or RCMP	Per truck – each additional one-half hour		50% MTO
including but not limited to	or part thereof		rate
marihuana grow operations and			
clandestine drug labs	Construction Decrease Contraction to	5 H C	5 II C I
Hazardous Materials Response –	Consumables, Damages, Contamination to	Full Cost	Full Cost
Extraordinary Expenses	Equipment, Specialized Equipment or Third-Party	Recovery	Recovery
	Contractors required to mitigate a hazardous materials incident		
2.4 Unapproved / out-of-control open			
Response to unapproved open air	1 st response in calendar year	\$150.00	\$150.00
burning complaints - Residential	2 nd response in calendar year + permit	\$150.00	\$250.00
Sarring complaints - Nesidential	revocation	7130.00	7230.00
Response to unapproved open air	1 st response in calendar year	\$250.00	\$250.00
burning complaints –	2 nd response in calendar year + permit	\$250.00	\$500.00
Industrial/Commercial/Agricultural	revocation	72JU.UU	7500.00
For attending the scene of an out-of-	Per truck – 1 st Hour	\$450.00	MTO rate
	I CI (I UCK — 1 I II UUI	-	iviiOiale
control open air burn, and providing		\$225.00	

firefighting or other emergency	Per truck – each additional one-half hour		50% MTO
services:	or part thereof Per truck – 1 st Hour	Ć4E0.00	rate
For extinguishing an unapproved		\$450.00	MTO rate
open burn that is creating a nuisance	Per truck – each additional one-half hour	\$225.00	50% MTO
or hazard to public or property	or part thereof		rate
2.5 Fire Suppression and Other Emerge		1	T
Railway Response - Response to fires	Per truck – 1 st Hour	\$450.00	MTO rate
on or beside rail lines caused by rail	Per truck – each additional one-half hour	\$225.00	50% MTO
company.	or part thereof		rate
Fire Watch	For providing a fire watch due to non-functional	Nil	\$100.00/h
	fire safety equipment where the owner is;		
	unavailable, unable to repair the fire safety		
	system or unable to provide a fire watch		
	acceptable to the Fire Chief or designate.		4
Incident Scene Security	For providing security at the scene of a fire or	Nil	\$100.00/hi
	other emergency for investigative or public safety		
	purposes.		
Property Securement	For securing a building or property from access	Nil	Full Cost
	by the general public and or the elements by		Recovery
	boarding-up, tarping, fencing or any other		
	measures as necessary or retaining a private		
	contractor for the same.		
2.6 Closing of Lands or Premises		T	
· · · · · · · · · · · · · · · · · · ·	ent related to activities undertaken associated with	Nil	Full Cost
the terms and conditions considered in	proper by the Fire Marshal in the application of Fire		Docovory
	• • •		Recovery
Protection and Prevention Act 1997 S	ection 21 (2) (b) where by the inspector causes the		Recovery
Protection and Prevention Act 1997 S land or premises to be closed immedi	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or		Recovery
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention		Recovery
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or		Recovery
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed.	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention		Recovery
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be		
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention	\$75.00	\$75.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be	\$75.00 \$75.00	
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report	\$75.00	\$75.00 \$75.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address	\$75.00 Nil	\$75.00 \$75.00 \$10.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report	\$75.00	\$75.00 \$75.00 \$10.00 \$10.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address	\$75.00 Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023)
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address	\$75.00 Nil	\$75.00 \$75.00 \$10.00 \$10.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address	\$75.00 Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023)
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address	\$75.00 Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023)
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Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred)	Per report Campfires only per address Open-air permit per address Per address Per address	\$75.00 Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less	Per report Campfires only per address Open-air permit per address Per address Per address	\$75.00 Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less (New or change of ownership)	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address Per address Per address	\$75.00 Nil Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00 \$300.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less (New or change of ownership) RSMP Reviews – Greater than 5000 USWG (existing where changes have	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address Per address Per address	\$75.00 Nil Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00 \$300.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less (New or change of ownership) RSMP Reviews – Greater than 5000	ection 21 (2) (b) where by the inspector causes the ately and persons on the premises to be removed or the application of Fire Protection and Prevention he inspector orders the land or premises to be Per report Per report Campfires only per address Open-air permit per address Per address Per address	\$75.00 Nil Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00 \$300.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less (New or change of ownership) RSMP Reviews – Greater than 5000 USWG (existing where changes have occurred) RSMP Reviews – Greater than 5000	Per report Campfires only per address Open-air permit per address Per address Per address Per address Per address	\$75.00 Nil Nil Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00 \$400.00
Protection and Prevention Act 1997 S land or premises to be closed immedi activities undertaken associated with Act 1997 Section 21 (2) (a) where by t closed. 2.7 Reports and Searches Copy of response report File search and compliance report 2.8 Permits, Applications and Reviews Burn Permits RSMP Reviews – 5000 USWG or less (existing where changes have occurred) RSMP Reviews – 5000 USWG or less (New or change of ownership) RSMP Reviews – Greater than 5000 USWG (existing where changes have occurred)	Per report Campfires only per address Open-air permit per address Per address Per address Per address Per address	\$75.00 Nil Nil Nil Nil	\$75.00 \$75.00 \$10.00 \$10.00 (2023) \$150.00 \$400.00

2.9 Fire Inspections – Request			
Refreshment Vehicle	Per inspection	Nil	Nil
Daycare facility	Private-home day care	Nil	\$50.00
	Day nursery	Nil	\$100.00
AGCO Licensing Inspection	Per inspection	Nil	\$50.00
Group Homes	Per inspection	Nil	\$100.00
Industrial/Commercial/Office/Multi	Base inspection	Nil	\$200.00
Occupancy Complex	Per tenant or occupancy	Nil	\$100.00
Residential/Apartment/Condominium	Base inspection up to 4 units	Nil	\$200.00
	Each additional unit	Nil	\$10.00
Home fire safety inspection	Per residence	Nil	Nil
2.10 Stand-by fire protection			
Request for stand-by fire protection	Per truck – 1 st Hour	Nil	MTO rate
due to fire system malfunction or	Per truck – each additional one-half hour		50% MTO
scheduled repair/maintenance	or part thereof		rate
2.11 Additional Expenses			
(Actual Costs)		Nil	Full Cost
			Recovery
Imposition of all fees in Sch	edule "A" is at the discretion of the Fire Chief or	r designate	

THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NUMBER 2016-05

"BEING A BY-LAW TO IMPOSE FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED OR DONE BY THE FIRE DEPARTMENT OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL"

WHEREAS the Municipal Act, 2001, as amended, authorizes a municipality to enact bylaws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, among other things, subject to the terms, conditions and limitations set out in the section; and

WHEREAS, the Council of the Corporation of the Township of Edwardsburgh Cardinal intends to impose fees or charges for services or activities provided or done by its Fire Department;

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

i. DEFINITIONS

In this By-law, unless the context requires otherwise;

- a) "Approved" means approved by Council;
- b) "Corporation" means the Corporation of the Township of Edwardsburgh Cardinal;
- c) "Council" means the Council of the Corporation of the Township of Edwardsburgh Cardinal;
- d) "Fire Chief" means the person appointed by Council to act as Fire Chief for the Corporation;
- e) "Fire Department" means the Corporation of the Township of Edwardsburgh Cardinal Fire & Emergency Services; and
- f) "Owner" means a person, firm or corporation who owns or has control over any portion of a property in respect of which services and activities were provided or done by the Fire Department.

2. FEE FOR SERVICE

- a) If the Fire Department attends at the scene of a motor vehicle accident on any property within the Township and provides firefighting or other emergency services to a non-resident driver, the non-resident driver shall be charged the fee as stipulated in Schedule A to this by-law.
- b) If the Fire Department attends at a property in response to a fire alarm and, upon conducting an investigation, the Fire Chief or his designate determines that the alarm is a nuisance false alarm, the property owner shall be charged the fee as stipulated in Schedule A to this by-law.
- c) If the Fire Department attends at a property in response to an out of control open air burn, the property owner shall be charged the fee as stipulated in Schedule A to this by-law. ...2

- d) The owner of property to which services set out in Schedule A to this bylaw were provided for or done by the Fire Department, regardless of whether requested by the owner or an agent of the owner or not, and invoiced to the owner by the Corporation shall pay the fee imposed for such service within sixty (60) days of the mailing of an invoice.
- e) If a property owner who is charged a fee under this by-law fails to pay the fee within the prescribed time, the Corporation may add the fee, including interest to the tax roll of any real property registered in the name of the owner and collect the fee, including interest, in a like manner as municipal property taxes.
- f) Where there is more than one owner, their liability for payment shall be joint and several.
- g) The fees as listed in Schedule A of this by-law will be subject to applicable taxes.
- That every person who violates any provision of this by-law or who causes or permits a violation shall be guilty of an offence and, upon conviction therefore, shall forfeit and pay a penalty not exceeding five thousand dollars (\$5,000.00), exclusive of costs, for each offence and every penalty shall be recoverable under the Municipal Act 2001, SO 2001 as amended and the Provincial Offences Act.
- That this By-Law shall come into force and take effect on the date of passing.
- That by-law 2009-28 as amended by by-law 2013-09 is hereby repealed.

By-law read a first and second time in open Council this 25th day of January, 2016.

Read a third and final time, passed, signed and sealed in open Council this 25th day of January, 2016.

Mayor

SCHEDULE "A" By-Law 2016-05

1. For responding to false alarms occurring as a result of a failure to maintain a fire alarm system or emergency system: first false alarm in any calendar year Nil b) each subsequent false alarm \$150.00 2. For responding to false alarms, occurring as a result of work being performed on a fire alarm system or emergency system without notification to the Fire Department of said work: each false alarm \$150.00 3. For responding to false alarms occurring as a result of a malicious act: first false alarm in any consecutive three month period each subsequent false alarm b) \$150.00 4. For attending at the scene of a motor vehicle accident or at the scene of motor vehicle fire or other emergencies, and providing firefighting or other emergency services to a non-resident: first hour or any part thereof; and up to \$450.00/vehicle a) for each additional 1/2 hour or part thereof up to \$225.00/vehicle b) 5. For attending at the scene of an out of control open air burn, and providing firefighting or other emergency services: up to \$450.00/vehicle first hour or any part thereof; and a) for each additional 1/2 hour or part thereof up to \$225.00/vehicle b) Response to hazardous materials incident and spill response 6. first hour or any part thereof; and up to \$450.00/vehicle for each additional 1/2 hour or part thereof up to \$225.00/vehicle b) plus any costs incurred and all clean-up and replacement of fire c) department equipment at actual cost. Services rendered at an illegal incident involving assistance to the OPP or 7. **RCMP** up to \$450.00/vehicle a) first hour or any part thereof; and for each additional ½ hour or part b) thereof up to \$225/vehicle \$75.00 Copy of incident response report 8. \$75.00 File search and compliance report 9. Response to unapproved open air burning complaints: 10. Residential- per hour or part thereof \$150.00 Industrial/Commercial- per hour or part thereof \$250.00 b)

11.

Imposition of all fees is at the discretion of the Fire Chief or his designate.



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Public Works, Environmental Services & Facilities

Date: June 21, 2021

Department: Operations

Topic: Adelaide Sewage Pumping Station Spare Pump

Purpose: To consider replacement options for the Adelaide spare 47hp pump

Background: The Adelaide pump station was commissioned in 1996 and receives all sewage from the Village of Cardinal north of the canal. Sewage enters the pump station wet well via Adelaide St. main. The wet well contains two (2), (one lead and one lag), 47 hp Flygt pumps that direct the sewage through a force main to a manhole located at the junction of Dundas and Joseph St. approximately 1 km away. Sewage is then gravity fed down and into the Waste Water Treatment Plant, (WWTP). The station has functioned well in its 25 years of services other than routine maintenance, minor upgrades and the replacement of the drywell components in 2019 as a Capital project.

After experiencing intermittent leak detection alarms from the west Flygt pump, the pump supplier, Xylem was contacted to troubleshoot the pumping station. On May 3rd, Xylem inspected the pump panel and system, determined that a seal was leaking in the west pump and that removal was necessary to assess the overall condition of the pump. ES and Xylem removed and replaced the pump with a spare.

Xylem assessed the pump in their shop and determined various mechanical components of the pump were showing wear and the seals are leaking causing the stator to ground. Xylem provided options to rebuild existing pump or replace with new.

Policy Implications: Council approval is required to proceed with any expenditure that is not part of the current approved budget or within approved estimates.

Financial Considerations: Replacement of a pump and components at the Adelaide station was not included in this year's Budget. However, maintaining a spare pump on critical infrastructure such as this is crucial, and action should not be delayed until 2022. The current budget projects a yearend transfer to reserves of \$53,089.00 and the current balance in the Cardinal Wastewater Reserve fund is \$225,886.94. Two options are presented below.

Option 1: Purchase new

The existing 47 hp pump model is now obsolete. Xylem has quoted \$49,942.00 plus non rebated HST for a replacement pump, including freight. A pump recycling credit for the old pump would be applied reducing the cost of a new pump to \$39,688.24 non-rebated HST. Lead time to receive a new pump is 9-12 weeks. The Flygt model NP-3202 replacement pump is 45 Horse Power, which is 2 hp less than the current pumps. The duty point of the existing pumps would need to be calculated by an Engineer in order to determine if the quoted pump is an adequate replacement for its current duty. Xylem could provide a quote for a 60 HP pump however this would potentially require upgrades or replacement of the existing pump panel to accommodate the larger hp pump. Both pumps would require replacement.

Option 2: Rebuild

Xylem has estimated and quoted \$ 27,009.10 plus non rebated HST to rebuild the existing pump. The estimated lead time is 6-8 weeks. There is an additional charge of \$3,387 for the initial service call and to deliver the rebuilt pump. Option 2 would avoid the costs of contracting an engineer to confirm the duty point of the current pumps, purchasing a more expensive and higher hp pump and potentially upgrading or replacing the control panel.

Recommendation: That Committee recommends that Council direct staff to contract Xylem to rebuild the damaged west pump at a cost of \$27,009.10 plus non-rebated HST, and cover the unbudgeted expense through the Cardinal Wastewater Reserve fund.

Director of Operations

Eric Wemerman

Chief Water/Sewer Operator

CAO



TOWNSHIP OF EDWARDSBURGH CARDINAL INFORMATION ITEM

Committee: Public Works, Environmental Services & Facilities

Date: June 21, 2021

Department: Administration

Topic: Unopened Road Allowances – Frederick Street West

Background: On May 21, 2021, the new owners of multi property on the west side of Frederick Street requested permission to use the unopened road allowances that separate these properties for agricultural purposes.

On May 25, 2021, an unopened road allowance agreement was provided to the owners for review and signature. The agreement was subsequently signed by both parties. The owners were invoiced \$213.30 as per agreement. The payment is due by June 30, 2021. Payment has not been received as of the writing of this report.

The original letter and executed agreement documentation are attached for information.

CAO



Phone: 613-658-3055 Fax: 613-658-3445 Toll Free: 866-848-9099 E-mail: mail@twpec.ca P.O. Box 129, 18 Centre St. Spencerville, Ontario KOE 1XO

May 25, 2021

To: Tariq Baig - Director 5026698 Ontario Inc

Re: Unopened Road Allowance Use - Frederick Street West Lands

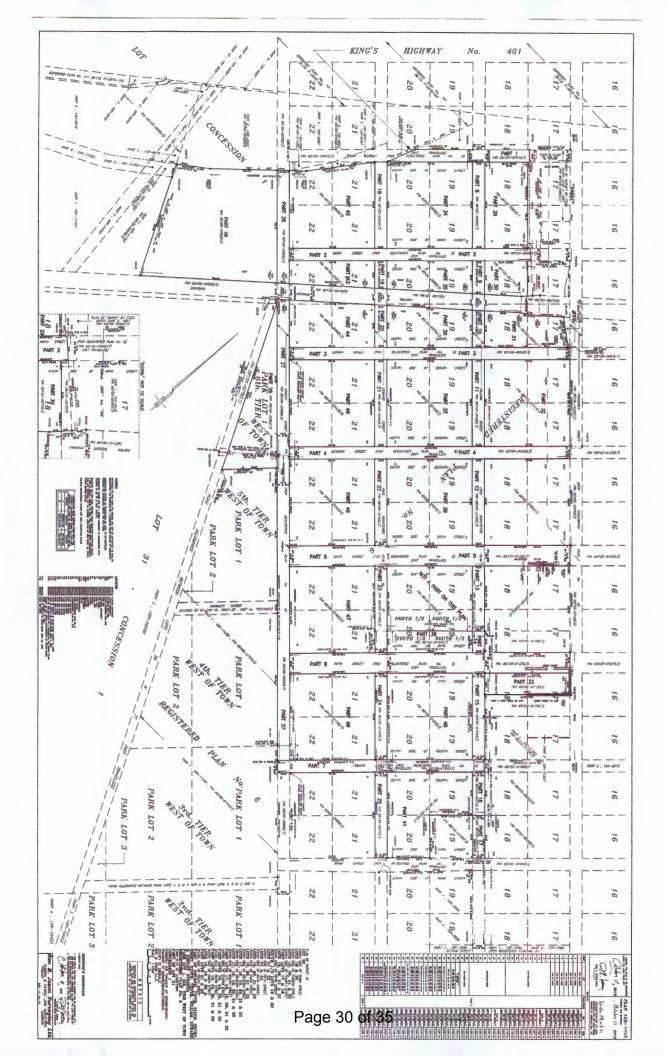
The Township is in receipt of your letter dated May 21, 2021 requesting written permission to use the Unopened Road Allowances, for agricultural purposes for the 2021 crop season, as contained within Registered Plan 15R-11953 dated October 11, 2018.

The Township requires the attached license agreement be entered into to use the land. See attached document for signature and return based on the \$30.00 per acre indicated in your letter.

Sincerely,

David S Grant

CAO



License of Unopened Road Allowance

THIS AGREEMENT made this 25 day of May, 2021,

Between:

5026698 Ontario Inc. (the "Licensee")

-and-

The Corporation of the Township of Edwardsburgh/Cardinal (the "Township").

IN CONSIDERATION of the granting by the Township of a license entitling the Licensee to use the Unopened Road Allowances described in Schedule A (the "Road Allowance"), under the jurisdiction of the Township, situated in the Township of Edwardsburgh/Cardinal for the purpose of agricultural use, the Licensee covenants and agrees with the Township as follows:

- All improvements to the Road Allowances shall be at the sole expense of the Licensee.
 All improvements to the Road Allowances must be approved by the Township.
- The Licensee will use the Road Allowances only for the purpose(s) described in this
 agreement.
- The true location of the Road Allowances is verified by an Ontario Land Surveyor at the expense of the Township as per Registered Plan 15R-11953 dated October 11, 2018.
- The area of lands owned by the Township and under cultivation by the Licensee as determined by the surveyor, and hereby agreed to, is 7.11 acres.
- The fee for the use of the cultivated lands is set at \$30.00 per acre per year, payable by June 30, 2021 and by April 30th for each calendar year moving forward.
- The fee may be adjusted by the Township from time to time, based on current market value in the Township of Edwardsburgh Cardinal for agricultural land lease, with minimum 90 days' notice by the Township to the licensee.
- 7. The area of lands owned by the Township and under cultivation by the licensee may not be increased.
- 8. If a new entranceway to any Road Allowance is required, the Licensee shall obtain the approval of the Township's Road Superintendent as to the entranceway's location, width, and size, as well as to the length of culvert to be installed and the grade at which it intersects the Township road, and without such approval, no entranceway shall be constructed.
- If entry is upon a roadway not under the jurisdiction of the Township, the standards and specifications of the United Counties of Leeds & Grenville or the Ontario Ministry of Transportation must be adhered to in construction of any entranceway.
- 10. If the Licensee intends to construct an access from the Road Allowance to the property being used by the Licensee, the minimum width of land clearance shall be twenty (20) feet. This 20-foot clearance shall be located in the center of the Road Allowance, leaving

Page 1 of 3

TJB

an equal buffer on either side of the cleared area, unless otherwise approved in writing by the Township.

- 11. The Township or any person authorized by the Township shall have the right at all times to inspect any construction provided for in this agreement and the Licensee shall pay to the Township the cost of such inspections.
- 12. The Licensee shall repair any damage caused to any existing roads as a result of any construction arising out of this agreement and shall pay for any costs involved in the relocation of any existing services such as electrical, telecommunications including telephone poles and other public utilities' plants and equipment.
- 13. The Licensee agrees that, if at any time the Township determines any of the construction arising out of this agreement is being or has been improperly performed, or if the Licensee neglects or refuses to correct and perfect such construction as may have been rejected by the Township as defective or unsuitable, then the Township shall not accept such construction and all repairs necessary to satisfy the Township shall be carried out at the sole expense of the Licensee.
- 14. Any person shall have the right to use the Road Allowances, but only the Licensee and Township shall be subject to the obligations set out in this agreement.
- 15. The Licensee shall post a notice at the entrance(s) to the Road Allowance, in a form acceptable to and approved in advance by the Township, advising the public and all potential users of the Road Allowance that the roadway is an unassumed municipal roadway and that it is used at the risk of the user.
- 16. The Township shall not be responsible for any construction, maintenance or repairs of or to the Road Allowances or any road or other improvements on the Road Allowance or otherwise arising out of this agreement.
- 17. The Licensee will always indemnify and save harmless the Township and its officers and directors from any action, claim, damage or loss whatsoever arising from the issuance of this license or the use of the Road Allowances under the jurisdiction of the Township permitted by this license or anything done or neglected to be done in connection with the use.
- 18. In the event that the Township incurs any costs or expenses involved in making payments into court or defending actions taken by any party in connection with or arising out of this agreement, such costs and expenses shall be paid by the Licensee to the Township on demand.
- 19. The Licensee further covenants and agrees to abide by all the requirements and policies of Township By-law No. 2015-52 (the "By-law") as may be amended, pertaining to any use of the Road Allowances under the jurisdiction of the Township within the Township of Edwardsburgh/Cardinal including the right of the Township to collect fees or cancel this license at any time upon written notice, following the procedure(s) and policies as outlined in the By-law.

TJB

Page 2 of 3

- 20. The Licensee further covenants and agrees that he or she may not assign or transfer the permission for the use of the portions of the Road Allowance under the jurisdiction of the Township permitted by this license without the prior written consent of the Township which may be arbitrarily withheld.
- 21. The parties agree that the covenants, rights, duties, provisos, conditions and obligations in this agreement shall enure to the benefit of, and be binding upon, the Township and the Licensee and their respective successors and assigns.
- 22. Whenever the provisions of this agreement require an approval from or consent of any official of the Township, in the event that Council deems it appropriate, the approval or consent may be given by any other official of the Township or may include the approval or consent of the Council.
- 23. For ease of reference, the Parties acknowledge that the following schedules are attached to and form part of this Agreement:
 Schedule "A"- Location of Unopened Road Allowances RP15R 11953
- 24. This Agreement shall commence on the date of its execution and delivery by the Licensee and the Township.

IN WITNESS WHEREOF the Parties have executed this agreement by their respective officers duly authorized in that behalf, so of the date first set forth.

The Township of Edwardshurgh/Cardinal

The Township of Edwardsburgh/Cardinal Per:	
Per: (ABDULLAH BAIG).	(David (TARIR BAIG)
Witness	Licensee
Witness	Licensee

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Date: May 21st, 2021

Attention: Edwardsburgh Cardinal Township Council

Re: Unopened Road Allowances in Farmland at Frederick Street West

From: Tariq Baig – 5026698 Ontario Inc.

To Whom it May Concern

We are the new owner of the property mentioned in the attached survey. We would like to have a written permission from the Edwardsburg-Cardinal Township to use the Unopened Road Allowances inside the Farmland at Frederick Street West for the purpose of agricultural use.

We were told by the previous owner that the area of Unopened Road Allowances covered inside the Farmland is about 7 Acres. We have negotiated the price to lease the farm land to a local farmer at the rate of \$30 per acre per year.

We will pass on this amount of \$30 per acre per year to the Township for the area of 7 acres under the Unopened Road Allowances.

Thank you in advance for your cooperation in this matter.

Yours Truly

Tariq Baig

613-501-0862

Director

5026698 Ontario Inc.



TOWNSHIP OF EDWARDSBURGH CARDINAL INFORMATION ITEM

Committee: Public Works, Environmental Services & Facilities

Date: June 21, 2021

Department: Public Works

Topic: Review of vehicle maintenance provider usage.

Background: A Council enquiry was made at the May 2021 regular Council meeting regarding the use of Rush Truck Centre as a service provider for maintenance of some of the Township's fleet of trucks. The concern involved the higher hourly rate and transportation cost of vehicles that weren't under warranty as compared to more local service providers such as Premier Peterbilt, (Cervus).

For the period spanning May 2020 to May 2021, there was a total of 239 Work orders issued for Public works heavy equipment and Trucks which includes parts purchased and parts and labour. The three main shop labour service providers include Premier Peterbilt, Rush Truck Centre and ET Performance. Of the 239 total work orders, labour service provided by the top three mechanic service providers were follows:

	Total W/O	W/O including labour	Hourly Labour Rate
Premium Peterbilt	48	36	\$147.00 to \$157.00
Rush Truck Centre	29	11	\$161.00
ET Performance	23	23	\$105.00

There were an additional 6 W/O issued to Rush for work covered by warranty.

Director of Operations