



**AGENDA
REGULAR MEETING OF MUNICIPAL COUNCIL**

Monday, September 27, 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**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Delegations & Presentations**
- 5. Minutes of the Previous Council Meetings**
 - a. Special Council - August 18, 2021
 - b. Regular Council - August 23, 2021
 - c. Special Council - September 20, 2021
- 6. Business Arising from the Previous Council Meeting (if any)**
- 7. Committee Minutes**
 - a. Port Management Committee - July 21, 2021 and August 18, 2021
 - b. Committee of the Whole - Community Development - September 7, 2021
 - c. Committee of the Whole - Administration & Finance - September 13, 2021
 - d. Public Meeting - Plan of Subdivision & Zoning Bylaw Amendment - Meadowlands Subdivision - September 16, 2021
 - e. Committee of the Whole - Public Works, Environmental Services & Facilities - September 20, 2021
- 8. Action and Information Items from Committees**
 - a. UCLG Aggregate Resources Master Plan
 - b. Support AMO Recommendations in Rising Insurance Costs
 - c. 2021 Federal PILT Revenue
 - d. OHIP Eye Care & Optometry Services
 - e. Proclamation - National Day for Truth and Reconciliation
 - f. National Day for Truth and Reconciliation - Township Employees
 - g. OPG Waterfront Licence Renewals
 - h. Disposal of Surplus Goods - Fire & Public Works
 - i. Grader Fleet Options Update
 - j. Winter Parking Lot Maintenance Tender
 - k. Winter Sidewalk Maintenance Tender
 - l. Township-Greenfield Global - Raw Water Supply (Pumping Station)
 - m. Port - Sale of Land
 - n. Proclamation - Fire Prevention Week 2021
- 9. Correspondence**

10. **Approval of Municipal Disbursements**
11. **By-laws**
 - a. Alternative Voting Methods for the 2022 Municipal Election
 - b. Vaccination Policy
 - c. Hazardous Incident Investigation Procedure
 - d. Amend Bylaw 2020-78 - Removal of Members from Certain Boards and Committees
 - e. Transfer Payment Agreement - ICIP COVID19 Resilience Infrastructure Stream
12. **CAO's Administrative Update**
13. **Councillor Inquiries or Notices of Motion**
14. **Mayor's Report**
15. **Question Period**
16. **Closed Session**
 - a. Section 239(2)(f)
Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Specifically: Infrastructure Ontario NDA, Telecommunication Tower Approvals, and Minutes of Closed Session dated August 18, 2021 and August 23, 2021.
17. **Confirmation By-law**
18. **Adjournment**

MINUTES
SPECIAL MUNICIPAL COUNCIL

Wednesday, August 18, 2021
4:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

PRESENT: Mayor Pat Sayeau
Councillor Hugh Cameron
Councillor Stephen Dillabough
Councillor John Hunter

REGRETS: Deputy Mayor Tory Deschamps

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Candise Newcombe, Deputy Clerk

1. Call to Order

Mayor Sayeau called the meeting to order at 4:31 p.m.

2. Approval of Agenda

Decision: 2021-278

Moved by: S. Dillabough

Seconded by: H. Cameron

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

4. Closed Session

Decision: 2021-279

Moved by: J. Hunter

Seconded by: H. Cameron

THAT Municipal Council proceeds into closed session at 4:32 p.m. in order to address a matter pertaining to:

- Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Critical Incident - Cedar Grove Road and OPP Case

Carried

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Critical Incident - Cedar Grove Road and OPP Case

Decision: 2021-280

Moved by: J. Hunter

Seconded by: H. Cameron

THAT the closed meeting of Municipal Council does now adjourn and the open meeting does now resume at 5:52 p.m.

Carried

5. Report Out of Closed Session

Council met with CAO regarding matters involving an identifiable individual. Council provided direction to the CAO.

6. Confirmation Bylaw

Decision: 2021-281

Moved by: H. Cameron

Seconded by: J. Hunter

THAT a bylaw to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2021-46

Carried

7. Adjournment

Decision: 2021-282

Moved by: S. Dillabough

Seconded by: J. Hunter

That Municipal Council does now adjourn at 5:54 p.m.

Carried

Mayor

Clerk

**MINUTES
MUNICIPAL COUNCIL**

**Monday, August 23, 2021
6:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055**

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

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Gord Shaw, Director of Operations
Brian Moore, Fire Chief
Candise Newcombe, Deputy Clerk

1. Call to Order

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

2. Approval of Agenda

Decision: 2021-283

Moved by: T. Deschamps

Seconded by: J. Hunter

That Municipal Council approves the agenda as amended with item 4(b) removed.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

4. Delegations & Presentations

- a. Heather Brisebois - Employment & Education Centre - We Are The Change Youth

Ms. Brisebois introduced participants of the Employment & Education Centre (EEC) to share individual testimonials depicting the benefits that the local youth experienced from their involvement in the We Are The Change Youth program.

Miss. King and Mr. Cameron shared their life experiences and explained how the program had enhanced their prospects for the future. They described the program as a new approach to introducing youth to the work field, by providing beneficial skills and on the job training in a supportive and encouraging environment. It was noted that this program is aimed to aid youth who struggle with troubles such as homelessness and mental health issues by providing them with beneficial life skills. It was noted that the participants use the skills acquired through the program to build tiny homes, which they later donate (two homes will be donated to first nation communities), subsequently aiding the affordable housing dilemma. By providing structure and purpose, the program encourages youth to obtain

an assortment of soft and hard skills from managing finances and writing a resume to attaining trades and job placements in a variety of fields.

Members inquired where the tiny homes are being built, if the hours worked are accredited and how long the program runs. It was noted that the homes are being built in Brockville, that all hours worked are accredited to related trades and that the pilot program runs for 30 weeks. Ms. Brisboise noted the EEC currently has funding to run 3 groups with the next program scheduled to start in November, however the hope is to secure funding for future programming.

Council inquired if the current program was still running and if the subsequent placements following the program were guaranteed positions. Miss. King noted that the 12 weeks of placement remain in the current program. She further noted that while mentors provide placement leads and support to the participant during the application process, there is still an interview process with no guarantee of obtaining the placement position.

Members commended Miss. King and Mr. Cameron for speaking to the value of this program and noted that while the skills obtained seem specific to certain trades, they encouraged them to broaden their prospects, recommending a possible future in agricultural services. It was noted that many trades workers enjoy a career in agriculture, as it requires hands on experience in many areas, noting that many are women and youth.

Council thanked the ECC group for their presentation and encouraged them to continue the good work.

5. Minutes of the Previous Council Meetings

- a. Special Meeting - July 26, 2021

Decision: 2021-284

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives and approves the minutes of the Special Meeting dated July 26, 2021.

Carried

- b. Regular Meeting - July 26, 2021

Decision: 2021-285

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT Municipal Council receives and approves the minutes of the Regular Meeting dated July 26, 2021.

Carried

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

7. Committee Minutes

- a. Public Library Board - June 22, 2021

Decision: 2021-286

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council receives the minutes of the Public Library Board Meeting dated

Carried

- b. Port Management Committee - June 23, 2021

Decision: 2021-287

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives the minutes from the Port Management Committee Meeting dated June 23, 2021.

Carried

- c. Public Meeting - Zoning Bylaw Amendment - 32 David St. - July 29, 2021

Members noted that these minutes will be discussed later in the meeting under item 11(f) in greater detail, however, the importance of taking into regard the contents of the minutes in determining the outcome of the upcoming agenda item was emphasized. It was further noted that a member of the public intends to appeal item 11(f), if passed by Council. Therefore, if passed, Members of Council may be required to appear before the tribunal and confidently express their reasoning behind the decision of their vote.

Decision: 2021-288

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT Municipal Council receives the minutes of the Public Meeting - 32 David St - dated July 29, 2021.

Carried

- d. Public Meeting - Zoning Bylaw Amendment- 1013 County Rd. 21- August 3, 2021

Decision: 2021-289

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT Municipal Council receives the minutes of the Public Meeting - 1013 County Rd 21 - dated August 3, 2021.

Carried

- e. Committee of the Whole - Community Development - August 3, 2021

Decision: 2021-290

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 August 3, 2021

Carried

- f. Combined Committee of the Whole - Administration & Finance - Public Works, Environmental Services & Facilities - August 16, 2021

Decision: 2021-291

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the minutes of the Combined Committee of the Whole- Administration & Finance - Public Works, Environmental Services & Facilities dated August 16, 2021

Carried

8. Action and Information Items from Committees

- a. Twilight Fun Run Event – Windmill Road Closure Request

Decision: 2021-292

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT Municipal Council support and approve the request for partial road closure on Windmill Rd. for the Twilight Fun Run Event on September 25th, 2021.

Carried

- b. EOLC Regional Commuter Transit Pilot Project

Council Members noted the absence of the outlined cost per ride and the \$10,000.00 upset limit agreed to by the Township in the motion and operating agreement. It was noted that the ride rate as well as the upset limit have been confirmed, with all marketing material displaying the agreed upon rate per ride. Members noted their preference of including the outlined costs clearly in the agreement. It was noted that those details will be added prior to the signing of the agreement.

Decision: 2021-293

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT Municipal Council receives the Eastern Ontario Leadership Council (EOLC) Regional Commuter Transit Pilot Project overview and authorizes staff to sign the EOLC Regional Commuter Transit Pilot Operating Agreement.

Carried

- c. County Road 2 Water Rehabilitation Project

Members inquired of the funding amount available to apply for under the 2021 ICIP Green Infrastructure stream fund. It was noted that the grant upset per project is approximately \$5 million, though it was noted that the scope of the proposed project will fall well under that amount.

Council requested the final application be added to the upcoming September Administration and Finance Committee meeting for Members to review.

Decision: 2021-294

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council:

- Endorse the County Road 2 Water Rehabilitation Project as the selected project eligible for the Investing in Canada Infrastructure Program (ICIP) Green Infrastructure stream; and
- Direct staff to prepare and submit an application under the ICIP Green Infrastructure Stream intake prior to September 9, 2021 deadline.

Carried

d. Port - Funding to Brockville Aquatarium for New Exhibit

Decision: 2021-295

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT Municipal Council:

1. Approves the Port of Johnstown funding to the Brockville Aquatarium in the amount of \$180,000.00 (including HST); and
2. That the total amount of funding be divided into 3 equal annual payments of \$60,000.00 with the first payment being issued in 2021; and
3. That the naming rights include the entire exhibit in addition to the individual exhibits for the Storage (Grain Elevator) and Education exhibits; and
4. That the Port of Johnstown will have input into the names of exhibits and information regarding the educational material; and
5. That the Port Manager request and receive an agreement from the Brockville Aquatarium stating that the naming rights will be in place for the lifetime of the exhibits and that they will include the Port's name in their literature and notices in social media, newspaper coverage and announcements; and
6. That the Brockville Aquatarium agree to have a ribbon cutting opening ceremony for the exhibit and that the Port and Township representatives be part of this ceremony.

Carried

9. Correspondence

Decision: 2021-296

Moved by: H. Cameron

Seconded by: T. Deschamps

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

- August 3, 2021
- August 10, 2021
- August 17, 2021

Carried

10. Approval of Municipal Disbursements

Members inquired about the uptake of the water sample testing program and the frequency of invoicing for the program. It was noted that the number of samples varies from week to week. In light of these inconsistencies, staff have arranged an understanding with the courier that the Township contacts them to advise if

there are no samples for pick up. The courier fee is waived for that week and helps explain the invoicing frequency. Council commended staff on their forward-thinking.

Council inquired what the required frequency of JP2G testing is at the closed Pittston landfill site. It was noted that an amendment to the Pittston landfill site required reporting to be done every second year, but sampling every year in perpetuity.

Members inquired about a sizable refund in the disbursements. It was noted that it was the result of a minutes of settlement from an appeal process started back in 2017.

Decision: 2021-297

Moved by: S. Dillabough

Seconded by: T. Deschamps

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

• Report dated July 27 (2021-88)	\$6,780.00
• Report dated July 29 (2021-91)	\$160,391.85
• Report dated July 29 (2021-92)	\$242,514.64
• Report dated August 12 (2021-93)	\$154,831.10
• Report dated August 12 (2021-94)	\$109,448.30
• Report dated August 18 (2021-95)	\$204,846.15
TOTAL:	\$878,812.04

Carried

11. By-laws

- a. Commercial Banking Services Agreement with Royal Bank of Canada

Decision: 2021-298

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT the mover be granted leave to introduce a bylaw to authorize the Mayor and Treasurer to execute a commercial banking services agreement with the Royal Bank of Canada, and this shall constitute first and second reading thereof.

Carried

Decision: 2021-299

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT a bylaw to authorize the Mayor and Treasurer to execute a commercial banking services agreement with the Royal Bank of Canada, be now read a third time and finally passed, signed, sealed and numbered 2021-47.

Carried

- b. Lease Agreement - Pitney Bowes - Postage Machine

Decision: 2021-300

Moved by: H. Cameron
Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to authorize the Treasurer to execute a lease agreement with Pitney Bowes of Canada Ltd. Respecting a send Pro-C auto mail processor, and this shall constitute first and second reading thereof.

Carried

Decision: 2021-301

Moved by: H. Cameron
Seconded by: T. Deschamps

THAT a bylaw to authorize the Treasurer to execute a lease agreement with Pitney Bowes of Canada Ltd. Respecting a send Pro-C auto mail processor, be now read a third time and finally passed, signed, sealed and numbered 2021-48.

Carried

c. Barkley Municipal Drain Maintenance Billing

Decision: 2021-302

Moved by: J. Hunter
Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to levy the assessment of the Barkley Municipal Drain, and this shall constitute first and second reading thereof.

Carried

Decision: 2021-303

Moved by: J. Hunter
Seconded by: T. Deschamps

THAT a bylaw to levy the assessment of the Barkley Municipal Drain, be now read a third time and finally passed, signed, sealed and numbered 2021-49.

Carried

d. Amend Bylaw 2020-69 - Terms of Reference for Committees of Council

Decision: 2021-304

Moved by: H. Cameron
Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to amend bylaw 2020-69 to establish terms of reference for committees of council, and this shall constitute first and second reading thereof.

Carried

Decision: 2021-305

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

THAT a bylaw to amend bylaw 2020-69 to establish terms of reference for committees of council, be now read a third time and finally passed, signed, sealed and numbered 2021-50.

Carried

- e. Amend Bylaw 2020-78 - Appoint Members to Certain Boards and Committees

Decision: 2021-306

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to amend bylaw 2020-78 to appoint members and representatives to certain boards and committees, and this shall constitute first and second reading thereof.

Carried

Decision: 2021-307

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT a bylaw to amend bylaw 2020-78 to appoint members and representatives to certain boards and committees, be now read a third time and finally passed, signed, sealed and numbered 2021-51.

Carried

- f. Zoning Bylaw Amendment - 32 David St.

Members had a brief discussion on the public comments from the public meeting minutes. It was noted that while many speakers had grievances with 32 David St, there was only one speaker who conveyed their disapproval/objection for the zoning bylaw amendment and declared their intent to appeal if passed. Following the public meeting, a number of letters were received from residents, 2 in favour of the amendment and 1 opposed. It was noted that these letters, coupled with the report from the Novatech planners contributed to the decision of individual members voting in favour of the motion.

Decision: 2021-308

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT the mover be granted leave to introduce a bylaw to amend the zoning bylaw 2012-35, as amended (Madison Mulder Enterprise – 32 David St.), and this shall constitute first and second reading thereof.

Carried

Decision: 2021-309

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT a bylaw to amend the zoning bylaw 2012-35, as amended (Madison Mulder Enterprise – 32 David St.), be now read a third time and finally passed, signed, sealed and numbered 2021-52.

Carried

- g. Zoning Bylaw Amendment - 1013 County Rd 21

Decision: 2021-310

Moved by: S. Dillabough

Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to amend the zoning bylaw 2012-35, as amended (Dobbie Farms Inc. – 1013 County Rd 21), and this shall constitute first and second reading thereof.

Carried

Decision: 2021-311

Moved by: S. Dillabough

Seconded by: J. Hunter

THAT a bylaw to amend the zoning bylaw 2012-35, as amended (Dobbie Farms Inc. – 1013 County Rd 21), be now read a third time and finally passed, signed, sealed and numbered 2021-53.

Carried

12. CAO's Administrative Update

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

- Members commended the parks and recreation staff on the wonderful job done over this past season with the summer programming. It was noted that many comments on staff professionalism were received.
- Council Members noted that the Public Works Department was to be commended as well, noting an email received by a former Mayor of the Township commending the excellent job done with the roadside mowing along 9th concession.
- Members briefly discussed the free swimming lessons offered through the Township's summer programming thanks to the donations from local businesses (Ingredion and Greenfield Global). It was noted that due to the popularity of the program, many children had to be placed on a waitlist. It was noted that a number of the scheduled participants had chosen not to attend their scheduled lessons without providing notice. Members commented on the disregard this shows not only to staff but other interested individuals that have been placed on a waitlist due to restricted numbers. A report outlining the number of lesson "no shows" was requested by Council. A suggestion was made by Council Members to refuse free participation to the program in the future for residents with a history of not attending scheduled lessons.
- Members requested clarification on the amount received by the Township for the Digital Service Squad grant. It was noted that an amount of \$29,000.00 was received for the Township of Augusta, Edwardsburgh Cardinal and the Town of Prescott.

Decision: 2021-312

Moved by: H. Cameron

Seconded by: J. Hunter

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

Carried

13. Councillor Inquiries or Notices of Motion

None.

14. Mayor's Report

Mayor Sayeau reported on the following:

- Re-iterated the commendation of the mowing along 9th concession, as the email was sent to the Mayor as well.
- Developing problem with Cormorants in the Galop Canal recognized in a report circulated by Mr. Courtney to local residents. The support of local residents for the program was noted.
- An updated Newmark questionnaire was submitted August 20 with coinciding statements by the Mayor to aid in explaining how the Township would proceed in the delivery of the required services.
- Upcoming meeting with Greenfield and the engineers regarding the low lift station and the requirement of additional water capacity. It was noted that consideration needs to be given of the additional water capacity required for future developers of the Job Site Challenge location.
- Attended the Digital Service Squad announcement in Westport on August 19 where there was an opportunity to speak with Minister Tangri. It was noted that two Township businesses have received funding and support from this program.
- Attended AMO delegations on behalf of the Township. Delegations included: the Minister of Energy- Natural Gas Expansion/Extension program and the Ministry Economic Development, Job Creation and Trade- Job Site Challenge. 4 AMO delegations on behalf of UCLG were attended as well.
- A copy of Mr. Courtney's report on the Cormorant issue was circulated to members and it was noted that a copy would also be added to Council Correspondence.

Members inquired if surrounding municipalities had displayed interest in the cormorant control initiative. It was noted that there have been several attempts made to reach out to South Dundas in regards to the program to no avail, and a similar response was received from Brockville. Members agreed to include Mr. Courtney's letter at the upcoming September Community Development Committee Meeting.

Decision: 2021-313

Moved by: T. Deschamps

Seconded by: J. Hunter

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

Carried

15. Question Period

Questions/comments were raised with respect to the following:

- Mr. Mulder expressed his appreciation to Council for the passing of the zoning bylaw amendment for 32 David St.

16. Closed Session

Decision: 2021-314

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council proceeds into closed session at 7:58 p.m. in order to address a matter pertaining to:

- Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Public Works Department and Minutes of Closed Session dated July 26, 2021

Carried

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Public Works Department and Minutes of Closed Session dated July 26, 2021

Decision: 2021-315

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT the closed meeting of Municipal Council does now adjourn and the open meeting does now resume at 9:00 p.m.

Carried

17. Report Out of Closed Session

Mayor Sayeau reports that Council met with legal counsel to discuss personal matters, provided guidance to the CAO and legal counsel and directed that a report be prepared for future discussion.

Decision: 2021-316

Moved by: S. Dillabough

Seconded by: J. Hunter

THAT Municipal Council receives and approves the closed session minutes dated July 26, 2021.

Carried

18. Confirmation By-law

Decision: 2021-317

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT a bylaw to adopt, confirm, and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2021-54.

Carried

19. Adjournment

Decision: 2021-318

Moved by: H. Cameron

Seconded by: J. Hunter

That Municipal Council does now adjourn at 9:02 p.m.

Carried

Mayor

Clerk

MINUTES
SPECIAL MUNICIPAL COUNCIL

Monday, September 20, 2021
5:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

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

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Gord Shaw, Director of Operations
Candise Newcombe, Deputy Clerk

1. Call to Order

Mayor Sayeau called the meeting to order at 5:30 p.m.

2. Approval of Agenda

Decision: 2021-319

Moved by: H. Cameron

Seconded by: S. Dillabough

That Municipal Council approves the agenda as amended to include a Mayors Report as item 6, and adjust the remaining items sequentially.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

4. Action and Information Items from Committees

a. Winter Sand Supply - EC-PW-21-07 -Tender Award

Council reviewed the Winter Sand Supply report awarding the Winter Sand Tender to G. Tackaberry and Sons Construction Ltd. Members inquired if the \$51,942.00 was the total cost of the tender. It was noted that the amount included added provisions if needed, however, if not required for use in the year, the total cost will be lower.

Decision: 2021-320

Moved by: H. Cameron

Seconded by: J. Hunter

That Municipal Council Award the Winter Sand Tender to G. Tackaberry and Sons Construction Ltd. at the unit price of \$15.74 per metric Tonne and authorize staff to execute necessary contract documents.

Carried

b. 2021 Hardtop Surface Patching RFQ

Council reviewed the Hardtop Surface Patching RFQ report, noting additional areas of concern not included in the RFQ. Members sought clarification of the Adelaide location outlined in the report and inquired if the listed repair was for the west side of Adelaide St. It was noted that there was spider cracking along the south-west side of Adelaide St. which was the location referred to in the RFQ. Members noted that potentially a larger problem exists on the west side of the street near the #17 catch basin. It was noted that the request for quote came in under budget permitting additional work if required.

Members inquired if the contractors conducted a site visit prior to submitting a bid. It was noted that a site visit was not mandatory however, some contractors perform one at their own discretion.

Members requested clarification on the definition of a "skin" in terms of road repair. It was noted that the skin refers to a surface patch. Council inquired if a skin patch would be sufficient on South St. in Spencerville due to the extent of fill and potholes found at the location. Members suggested that the potholes should be filled before applying the surface patch to ensure longevity.

Decision: 2021-321

Moved by: S. Dillabough

Seconded by: H. Cameron

That Council: Award Asphalt Repair and Paving RFQ-EC-PW-21-06 to Coco Paving Inc. in the amount of \$75,469.50 plus non rebated HST; and Authorize the Director of Operations to execute any contract documents.

Carried

5. Question Period

None.

6. Mayors Report

Mayor Sayeau reported the following:

- Price Point official opening September 25 at 3:00 p.m.
- Confirmation of the Cedar Grove Road site visit with the Ministry of Economic Development, Job Creation and Trade and Newmark representatives for October 7 between 12:30 p.m.-3:30 pm. It was noted that there would be a helicopter tour of the site.

7. Closed Session

Decision: 2021-322

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council proceeds into closed session at 5:48 p.m. in order to address a matter pertaining to:

- Section 239(2)(i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; Specifically: Greenfield/Township - Pumping Station

Carried

- a. Section 239(2)(i)

Decision: 2021-323

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT the closed meeting of Council does now adjourn and the open meeting does now resume at 6:12 p.m.

Carried

8. Report Out of Closed Session

Mayor Sayeau reported that Council met with the CAO and Novatech planners to discuss matters pertaining to Greenfield Global Inc. expansion and how the Township might supply additional water.

9. Confirmation By-law

Decision: 2021-324

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT a bylaw to adopt, confirm, and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2021-55.

Carried

10. Adjournment

Decision: 2021-325

Moved by: T. Deschamps

Seconded by: J. Hunter

That Municipal Council does now adjourn at 6:14 p.m.

Carried

Mayor

Clerk

MINUTES
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE
MUNICIPAL OFFICE – SPENCERVILLE
WEDNESDAY, JULY 21, 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: H. Cameron

Seconded by: S. Dillabough

That Committee approve the agenda as amended with the removal of item 5
– Minutes of June 23, 2021.

Carried

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

4. Delegations & Presentations

a) Aquatarium – Thomas Harder, Mary Jean McFall, David Beatty

Ms. McFall, Mr. Beatty and Mr. Harder provided Committee with additional information following their previous delegation in May. Ms. McFall noted that they hope for the exhibit to garner an interest and provide educational information about the local agricultural community and Port of Johnstown. Mr. Harder noted that the summary package provided includes scale drawings of the exhibit, including how the exhibit will be interactive for the children to experience how the Port operates.

Committee confirmed that the exhibit would be located and displayed in the main front window. There was a general discussion on if the Aquatarium has sought other donors to support the exhibit and general operations of the Aquatarium. It was noted that if the Port wishes to display their business name on the exhibit, then the Port would be required to cover 50% of the

exhibit cost. It was noted that the cost of the project is \$750,000, with the Aquatarium requesting the Port to fund 50% equaling \$375,000. Ms. McFall noted that the exhibit will not only be additional promotion for the Port, but it will also tell the story of the Port through visual and tactile learning.

Committee inquired why the Aquatarium plans to sole source the building of the exhibit. It was noted that the Aquatarium has worked with the company in the past and that they are known world-wide for creating exhibits for museums across Canada, USA and Europe. Members inquired about how long the \$375,000 would reserve the naming rights to the exhibit. Mr. Beatty noted that it would remain for at least 10 years and that the exhibit would be approximately 2 stories in height and 40 feet wide. It was noted that there would also be operational and maintenance costs to consider in the future.

Members inquired when the Aquatarium expects the exhibit to be ready for a grand opening event. It was noted that they are expecting everything to be in place and ready by March break of 2022. It was noted that the Aquatarium has been open for 5 years, however, the past 1.5 years has been cut short due to COVID 19. It was noted that there are approximately 60,000 visitors per year, not including all of the attendance from school trips.

Committee thanked the members of the Aquatarium Board for their attendance and additional information provided.

b) Run – Michel Larose – Race Director

Mr. Larose, organizer previous community runs, such as the Fort Town Night Run, outlined the proposed new run event to take place at the Port of Johnstown and Windmill Rd. Mr. Larose noted that the proceeds of the event will provide funding for a youth peer mentorship program. Mr. Larose highlighted the event, noting that it would be 5km in length and suggested that the Port Management Committee can create a unique name for the event. Mr. Larose noted that the event and the COVID 19 protocols have been updated and received approval from the Health Unit.

Mr. Larose highlighted the reduction in the overall number of permitted runners to comply with COVID social distancing restrictions. It was noted that there will be 20 runners permitted every 15 minutes, with an overall limit of 100 runners for the event. It was noted that the event will be held on September 25 from 6-8pm, with setup beginning at 4:30pm. Mr. Larose provided detailed maps of the proposed route and noted that the route may be adjusted if vessels arrive at the Port to ensure safety requirements.

Members inquired if members of the public will be required to sign a waiver form due to the event taking place on Port property. It was noted that a waiver form has been created and will be sent to Port staff for circulation. Mr. Larose confirmed that additional lighting will be placed throughout the Port and Windmill Rd to ensure that the runners can adequately see the terrain and avoid tripping hazards. Members confirmed that the entrance fee of \$25

per person will include the swag bag and medal. It was noted that Mr. Larose will need to speak with the Township for the request to partially close Windmill Rd for the event.

Committee thanked Mr. Larose for the presentation.

5. Minutes of the Previous POJ Committee Meeting – Removed
6. Business Arising from Previous PMC Minutes – None
7. Discussion Items – None
8. Action/Information Items

a) Operation Manager's Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: inventory, new loading spouts operations and performance, monthly traffic, fender installation, maintenance and electrical work completed, and grain processing for local company.

Committee reviewed the capital report and there was a general discussion on the following projects: paving and rail repairs, possible relocation and redesign of the pit, federal funding for the loading spouts project, and cost of a new generator.

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: monthly revenues versus year to date actuals, paving project results, financial position and investment meeting with RBC representatives, and vessel berthage.

Members noted that the Port investments are non-redeemable, therefore, the Port should ensure that it maintains liquidity for upcoming projects. It was noted that the Port must determine what funds are required before the Committee makes a final decision with respect to where and how much money should be placed in investments. There was a general discussion on the current stock market trends and potential return on investments. Members suggested that the Port should not invest long-term at this time, as the money may be stuck in low rate investments due to continually fluctuating rates.

Committee reviewed the traffic report.

c) Health & Safety Report

Moved by: H. Cameron

Seconded by: S. Dillabough

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

Carried

d) Quarterly Investment Update

Committee reviewed the report and Members inquired why funds from the recently matured GIC was placed in the general operating account, rather than the trust account. It was noted that Committee directed Port staff to transfer the maturing GIC into the operating account during the May meeting. It was noted that Committee will revisit the placement of the funds during the August meeting to determine if Committee would prefer the funds to remain in the operating account or be transferred to the trust account.

e) Sale of Surplus Land

Committee was provided background information on a parcel of land that is surplus to the needs of the Port. It was noted that the property in question, which borders the Prescott Golf Course, may in fact may not be owned by the Port. It was noted the Port solicitor completed a property search, which demonstrated that the property was owned by the Port. Members noted that the Prescott Golf Course believes that they own the property and purchased the strip of land in the early 2000's, however, they are having a difficult time confirming the ownership due to the lack of a proper legal paper trail.

Members noted that the Prescott Golf Course purchased the property in order to run utilities to the golf shack area. It was noted that the Golf Course lawyer may not have registered the purchase properly with the Land Registry office. It was noted that the Prescott Golf Course will need to provide sufficient legal proof of purchase before the Port solicitor will declare that the Port does not have any right to the property. There was a brief discussion on the possible location of the telecommunication tower. It was noted that a survey would need to be completed to determine correct site location of the tower before proceeding with the sale of land.

Moved by: H. Cameron

Seconded by: J. Hunter

That the Port Management Committee recommends that Council directs the Port General Manager and Mayor to proceed with the process of selling surplus property identified as: PT LOT 36 CON 1, EDWARDSBURGH PT 1, 15R9899; EDWARDSBURGH/CARDINAL and to return to the Committee/Council with a recommendation regarding the sale.

Carried

f) PIN #68155-0612 – Land and Tower Ownership

Moved by: S. Dillabough
Seconded by: F. McAuley

That the Port Management Committee directs the Port General Manager to:

1. Retain a land surveyor to locate the tower on a plan of survey to confirm with certainty that the tower in question is located entirely/partially on the “strip of land parcel”.
2. Engage our solicitor to proceed with a notice letter to be sent to all abutting land owners with the following content:
 - a) The Township is the owner of the strip of land parcel (providing full legal description, etc.);
 - b) A tower has been identified on the attached survey as being located on the “strip”;
 - c) Seeking confirmation on whether the abutting owners have any interest in the subject tower;
 - d) Update the current land title registration known as PIN 68155-0612 and delete option to purchase.
3. That the Port proceed to determine the ownership of the tower.

Carried

9. Approval of Disbursements – Port Accounts

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

That Committee approves payment of Port invoices as updated:

Withdrawals Total:	\$98,205.65
Batch 8	\$133,903.33
Batch 9	\$405,828.09
Batch Subtotal	\$539,731.42
Total Withdrawals & Batch Listings:	\$637,937.07

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair’s Report

Mayor Sayeau reported the following:

- Met with a pellet plant company

12. Question Period – None

13. Closed Session – None

14. Adjournment

Moved by: S. Dillabough

Seconded by: T. Deschamps

That the Committee meeting adjourns at 8:26 pm.

Carried

These minutes were approved by Port Management Committee this 22 day of September, 2021.

Chair

Clerk

**MINUTES
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE
MUNICIPAL OFFICE – SPENCERVILLE
WEDNESDAY, AUGUST 18, 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
Candise Newcombe, Deputy Clerk
Dave Grant, CAO

1. Call to Order

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

2. Approval of Agenda

Moved by: H. Cameron

Seconded by: F. McAuley

That Committee approve the agenda as presented.

Carried

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

4. Delegations & Presentations – None.

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting- June 23, 2021

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT Port Management Committee receives and approves the minutes of Port Management Committee meeting dated June 23, 2021.

Carried

b) Regular Meeting – July 21, 2021

Members noted some typographical errors to be corrected. Approval of minutes to follow at the September Port Meeting.

6. Business Arising from Previous PMC Minutes - None.

7. Discussion Items

There was a general discussion regarding a land parcel owned by the Port. It was confirmed that the land in question is in fact 2 separate parcels. One of which is owned by the Golf Course, and one owned by the Port. It was noted that there is a cellular tower located on one of the lots in question, however, it is unsure which lot and if the Golf Course is receiving payment for the tower placement. It was noted that a report will be prepared following the surveyor's study of the lands.

Members discussed the pending sale of a separate parcel being advertised by Mr. Earle from Culligan Realty Ltd. It was noted that Mr. Earle has advertised the sale of the property in two major publications. Members noted that Mr. Earle is acting as a seller's service representative for the Port and will be receiving a 3% commission as opposed to the standard 6%. It was noted that the land is listed "as is/where is" to ensure sellers protection for the Township and Port.

Members inquired why advertisements had not been placed in local newspapers. It was noted that the outlined terms of the agreement with Culligan Realty stipulated there were to be advertisements of the sale placed in the company's standard publications as well as notifying neighbouring properties of the sale. There was a brief discussion on the effectiveness of a newspaper advertisement, noting most buyers look to the internet to search MLS listing. If members like, a request can be made for Mr. Earle to advertise in the local papers. It was noted that the deadline for submissions to the South Grenville Beacon is tomorrow August 19.

There was consensus from Committee to have an advertisement placed in the South Grenville Beacon and the Recorder & Times for the purpose of full transparency of the sale.

8. Action/Information Items

a) Operation Manager's Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, new spouts operations, monthly traffic, wood timber installation, maintenance and electrical work completed, conveyor belt replacement delay, and Saturday corn shipments for local processor.

Committee reviewed the capital report and there was a general discussion on the following projects: paving projects, wheat processing volumes, repairs to the concrete floor at #6 receiving pit, and the installation/invoicing of the grain analyzer.

There was a brief discussion on the decreasing wheat harvest. It was noted that due to durability, corn and soy harvests are more favourable, and the amount of corn processors in the area are also a contributing factor to the decrease in wheat harvest volumes. Members discussed fungus found on wheat in previous years, noting that climate is likely another factor to the decreasing wheat volume.

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: monthly revenues versus year-to-date actuals, NTCF application, decreased salt inventory, paving project results, quotes for Greenfield development staging area, revised Twilight fun run route and the golf course property.

Members recommended to move the Recordable Incidents/Injuries Report to the top of the Traffic report.

It was noted that MPAC is to review port tenant property assessments, with the understanding that the Port will notify MPAC and the Township of any tenant status changes, with the Port subsequently notifying the Township and affected tenants of any assessment changes.

Committee reviewed the traffic report.

c) Health & Safety Report

Moved by: H. Cameron

Seconded by: F. McAuley

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

Carried

d) Aquatarium Funding

Committee reviewed the report and inquired how Port Management determined a donation price point of \$180,000. It was noted that the suggested \$180,000 was a base point to start discussions as the requested amount was \$200,000, as noted in an email received from the Aquarium. There was a general discussion on the proposed donation amount, with Members suggesting donation values from \$150,000 to \$180,000. Members noted their flexibility in the total donation amount due to there being an

opportunity for the Port General Manager to negotiate terms with the Aquatarium board.

Moved by: T. Deschamps

Seconded by: J. Hunter

1 Member Opposed

That the Port Management Committee recommends that Council approves:

- Funding to the Brockville Aquatarium in the amount of \$180,000 (includes HST); and
- That the total amount of funding be divided into 3 equal annual payments of \$60,000 with the first being in 2021; and
- That the naming rights include the entire exhibit in addition to the individual exhibits for the Storage (Grain Elevator) and Educational exhibits; and
- That the Port of Johnstown will have input into the names of exhibits and information regarding the educational material; and
- That the Port manager request and receive an agreement from the Brockville Aquatarium stating that the naming rights will be in place for the lifetime of the exhibits and that they will include the Port's name in their literature and notices in social media. Newspaper coverage and announcements; and
- That the Brockville Aquatarium agree to have a ribbon cutting opening ceremony for the exhibit and that the port and township representatives be part of this ceremony.

Carried

e) Port of Johnstown Investment Report

Committee reviewed the report and inquired about the Scotiabank GIC versus the RBC Operating account and whether funds from the RBC operating account would be best invested in the Scotiabank GIC. It was noted that currently the Township is earning 70 basis points on the RBC account, which is as good or better than expected. It was noted that until the Port has a definitive schedule for funds required for future Port projects, the recommendation from Port Staff and Committee to maintain status quo still applies.

9. Approval of Disbursements – Port Accounts

Moved by: J. Hunter

Seconded by: J. Hendricks

That Committee approves payment of Port invoices as updated:

Withdrawals Total:	\$123,292.43
Batch 10	\$1,901,119.69

Total Withdrawals & Batch Listings: **\$2,024,412.12**

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair's Report

Mayor Sayeau reported the following:

- Future opportunities to be discussed with Mr. Dalley. More information to follow in September.

12. Question Period – None

13. Closed Session – None

14. Adjournment

Moved by: H. Cameron

Seconded by: S. Dillabough

That the Committee meeting adjourns at 7:32 pm.

Carried

These minutes were approved by the Port Management Committee this 22 day of September, 2021.

Chair

Deputy Clerk

MINUTES
COMMUNITY DEVELOPMENT COMMITTEE

Tuesday, September 7, 2021, 6:30 PM
Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

PRESENT: Deputy Mayor Tory Deschamps
Mayor Pat Sayeau
Councillor Hugh Cameron
Councillor Stephen Dillabough
Councillor John Hunter
Conor Cleary
Greg Modler
Cody Oatway

REGRETS: Chris Ward

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Wendy VanKeulen, Community Development Coordinator
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Tory Deschamps

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

2. Approval of Agenda

Moved by: Councillor Hunter

Seconded by: G. Modler

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

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

Members inquired if the owner of Terpene Farms had completed their site plan control application and if there was an expected timeline to declutter the outside of the building. It was noted that they are currently preparing their planning rationale for submission, and questions were answered by staff regarding their site plan control application this past week. No timeline for clean-up was given. It was noted staff will follow-up on the estimated timeline.

5. Delegations and Presentations

None.

6. Action/Information/Discussion Items

a. Live: Land Use Planning

1. Telecommunications Tower Approval, 8072 County Rd 44 (Forbes Bros / Freedom Mobile on Behalf of Allen)

Committee reviewed the report outlining the recommendation to repeal bylaw 2021-35 and accept a Letter of Undertaking from Freedom Mobile in lieu of the SPCA. The applicant (Forbes Bros Ltd.) outlined concerns with phrasing in the Site Plan Control Agreement (SPCA) placing the onus on the landowner for construction, maintenance etc. of the proposed tower.

It was noted that concerns were raised by the applicant (Forbes Bros Ltd.) with the property owner entering into an SPCA. Highlighting that Federal Undertakings telecommunication tower infrastructure are not subject to site plan control; therefore, a site plan control bylaw does not apply to antenna sites. Alternately, the applicant offered a Letter of Undertaking from Freedom Mobile.

Members had a general discussion on having legal counsel re-work the terminology within the current SPCA, and where the liability would fall if damage were ever to be caused by the tower. It was noted that without an SPCA with the landowner, the Township forfeits any enforceable control over the future removal of the tower. Members indicated that the current bylaw should not be repealed until the Township has an agreement or alternative in place, as the property owner should take responsibility for their land. Members noted that the property owner receives income from the telecommunication company and the lease agreement has stipulations with respect to the maintenance and removal of the tower.

There was consensus of Committee to request that staff seek legal advice regarding re-phrasing the SPCA and re-visit the issue at the October Community Development meeting.

Moved by: Mayor Sayeau

Seconded by: Councillor Hunter

That Committee recommend that Council defer the item to the following Committee of the Whole-Community Development meeting scheduled for October 4, 2021.

2. Additional Information, Revision to Plan of Subdivision and Application for Zoning Amendment (Meadowlands North)

Committee reviewed the summary findings of the Traffic Impact Assessment and Serviceability report prepared by the applicant's engineers for the proposed revision to the Meadowlands North subdivision draft plan as per the request of the Community Development Committee during the July meeting.

Members discussed how public meetings under the Planning Act are currently conducted and made suggestions on how future meetings may be conducted to more clearly reflect if the member of the public is in favour or opposed to the zoning amendment. It was noted that during the David St. public meeting, there was no clear division between individuals for or against the proposal making it difficult to depict who supported the zoning amendments. It was noted that the proponents often do not speak in support at public meetings because their support is insinuated through the application process. Members suggested that 2 separate meetings be held for each issue (zoning amendment and revision to the plan of subdivision) in an attempt to better organize responses. It was noted that individual meetings were not required under the Planning Act.

Members discussed the open space allotments and possible uses, maintenance responsibilities of the open space, as well as the Traffic Impact Assessment. It was noted that currently, the residents have assumed responsibility for maintenance of the outlined "buffer zone". Members highlighted that residents have advocated for the avoidance of any development in the proposed buffer area. Members noted that there were 6 blocks dedicated to open space. Members inquired if that many was required as often the Township is burdened with the maintenance of these open spaces and public streets. It was noted that if the Township allowed more development over these open space areas, it could permit the contractor to spread costs around more and possibly aid in making the units more affordable. In addition to the 6 open space and public street blocks, there were 4 reserved blocks listed in the report. It was noted that oftentimes these are used as collateral to ensure all terms and conditions of the plan are adhered to. Following the installation of roads and streetlights, the Township releases the remaining reserve blocks to the developer. Members noted their understanding that the agreement outlined that the second entrance to the subdivision would be from Gill St and wondered if parking should be restricted on one side of the street to

mitigate congestion. Members noted that the finds and recommendations from the Traffic Impact Assessment mentions restricting heavy truck traffic, however it does not address the restriction of parking. Members noted the restriction could be added as a condition.

3. Information Item: Additional Residential Units

During the August meeting the Committee requested clarification on Bill 108 and the corresponding changes to section 16(3) of the Planning Act. Specifically; is the intent to allow an additional residential unit (ARU) within the main dwelling in addition to an additional residential unit as an accessory structure.

UCLG confirmed with the Ministry of Municipal Affairs and Housing that Bill 108- More Homes, More Choices Act allowed one ARU in the main dwelling and one additional dwelling unit in an accessory structure for a total of three potential units.

Members noted their concerns with the ARU's in Bill 108 being used for short-term accommodations rather than the intended use as a long-term rental. Members inquired if there were limits to the use of the ARU's to prevent the influx of backyard short-term accommodations and if an amendment would be required to the Townships Official Plan. It was noted that Bill 108 was adopted around the same time as the Townships Official Plan, which only allows second units in a detached accessory building if there is not already a second unit within the main dwelling. An amendment to the Official Plan will be required.

Members noted that this information item correlates with the following short-term accommodation discussion item and reached a consensus to continue the discussion under item 6(a)(4) and refer back to this item where applicable.

4. Discussion Item: Short-Term Accommodations

Members noted their concerns with unsupervised short-term accommodations, suggesting that the owner should be on-site in these types of establishments in the interest of safety.

Members briefly discussed the differences between a bed and breakfast and short-term accommodation. Members noted that bed and breakfasts are regulated by the Health Unit and subject to inspection. The owner of a bed and breakfast must be present in the establishment; however, this is not required with a short-term accommodation. In light of this information, Members noted the need to add and define provisions within the zoning bylaw for short-

term accommodations and possibly regulating and/or prohibiting them within the Township.

Members debated the pros and cons of permitting short-term accommodations within the Township. Members noted that it may assist low-income/homeless citizens, and also provide accommodations for tourists that do not wish to utilize the motels. Additionally, Members noted that short-term accommodations are more prevalent in large cities, resulting in homes that could be affordable to the public, purchased and converted to short-term accommodations. Members noted that some people interested in acquiring investment property may find short-term accommodations appealing to avoid issues with the Landlord Tenant Board when leasing properties for a long-term commitment.

Members discussed the following items to determine how involved the Township wishes to be with short-term accommodations in the municipality:

- Regulating zoning provisions
- Bylaws for future enforcement and/or licencing
- ARU restrictions
- Effects of short-term accommodation to long-standing local businesses
- Tourism benefits/detriment to the Township
- "Loophole" to the Landlord and Tenant Board Act

Members noted that the purpose of Bill 108 is to rectify the increasing issue of homelessness, not to skirt the regulations of the Landlord and Tenant Board Act. Committee discussed options to potentially regulate short-term accommodations within the Township. Members recognized that the income generated by a short-term accommodation may make a home more affordable. It was noted that a balance should be created with respect to short and long term accommodations and how they will be regulated under the zoning bylaw. There was consensus from Committee that the Township should regulate short-term accommodations under the zoning bylaw.

5. Discussion Item: Aggregate Resources Master Plan

Members had a general discussion regarding viable overburden depths, future aggregate demands, current available aggregate mapping and to what level the Township should be protecting the aggregate resources. It was noted that only overburden from 0-8 m would be included within the Master Plan, while greater depths

would not be feasible unless it can be shown that there is greater long-term interest.

There was consensus from Committee to bring forward the draft resolution to Council in September.

b. Work: Economic Development

None.

c. Play: Recreation

None.

d. Additional Items

1. Discussion Item: Cormorant Control

Members had a brief discussion on the successes of the Township cormorant control program and whether a letter should be circulated to surrounding municipalities in support of adopting the program. Members noted that the focus of the letter should be the devastating damage the birds have on the surrounding land and the detrimental effect they have on the fish stocks.

Members noted their preference of having the letter penned under the signature of the Mayor for distribution to neighbouring municipalities.

7. Inquiries/Notices of Motion

Mr. Modler announced the ribbon-cutting ceremony in celebration of the official opening of the Johnstown dog park and baseball dugouts scheduled for Saturday, September 18 at 10:00 a.m.

Councillor Hunter informed the Committee of complaints received regarding the Cardinal Ingreion Center walking track. Individuals are concerned with staff inhibiting hockey parents from stopping on the walking track to view ongoing games. Members requested that the current regulations be reviewed and reconsidered. It was noted that due to the likelihood of an extensive debate, a consensus was reached to discuss the topic at the next Public Works Environmental Services and Facilities meeting.

Mr. Modler inquired if there had been any complaints about the odour coming from the Purple Farms production plant. It was noted that there had not been any formal complaints to the Township. It was noted that the concept of odour is controlled by the Ministry of Environment, Conservation and Parks and any complaints should be directed to them.

Mayor Sayeau invited Committee members and staff to the 166 annual Spencerville Fair parade being held as a stationary parade on Saturday,

September 11. The Mayor noted the invitation was extended to the surrounding municipal mayors at the last County Council meeting.

Mayor Sayeau brought forth concerns regarding the Zoning Bylaw Amendment, Minor Variance processes and the timing of these applications. Members noted that they would like this added as a discussion item to the October meeting.

8. Question Period

None.

9. Closed Session

None.

10. Adjournment

Moved by: G. Modler

Seconded by: C.Oatway

That Committee does now adjourn at 8:55 p.m.

Carried

Chair

Deputy Clerk

MINUTES
COMMITTEE OF THE WHOLE
ADMINISTRATION & FINANCE

Monday, September 13, 2021, 6:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

PRESENT: Mayor Sayeau
Deputy Mayor Deschamps
Councillor Cameron
Councillor Dillabough
Councillor Hunter
Dave Robertson, Advisory Member
Pete Rainville, Advisory Member

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Melanie Stubbs, Treasurer
Gord Shaw, Director of Operations
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Mayor Sayeau

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

The Mayor introduced the Committee of the Whole- Administration and Finance new Citizen Advisory Member Mr. Pete Rainville.

The Clerk administered the Declaration of Confidentiality to the new Citizen Advisory Member Mr. Rainville.

2. Approval of Agenda

Moved by: H. Cameron

Seconded by: T. 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 a date had been set for a public meeting regarding the Johnstown Drainage project. It was noted that the public meeting will be held at the South Edwardsburgh Community Centre and is scheduled for Thursday, September 23 at 6:00 p.m.

Members noted that the Treasurer advised them that invoices from the South Dundas Barkley Drain maintenance were issued to benefiting property owners in the Township. It was noted that the charge was calculated based on the acreage that the drainage engineer determines as benefitting from the drain, with approximately 12 Township property owners invoiced. It was noted that property owners with an invoice exceeding \$300.00 were afforded the option to pay in instalments with 12 post-dated cheques and no interest accumulated.

5. Delegations and Presentations

a. Pre-Budget Background Presentation- Treasurer

The Treasurer presented the 2022 pre-budget presentation to Committee, noting the earlier than usual presentation of this report and summarized the following: the Township's tax base, potential impacts to the 2022 budget, analysis of total residential tax rate from 2011-2021, tax payment change to a median residential property from 2015-2021, taxes as a percentage of income, property tax compared to other monthly personal and household expenses, capital expenditure analysis, 2022 capital and 5-year long-range capital forecast, annual requirement of assets, priority capital projects, reserve and reserve fund balances, budget objectives and future considerations and next steps.

It was noted that there has been a gradual decrease in OMPF funding over the past two years, with the Township unaware of the 2022 amount, but a decrease will have an effect on the 2022 budget. Known impacts to the tax levy were listed as follows: CUPE contract renewal, annual CPI contributions increase, 2022 WSIB premium rate increase, and the CPP employer contribution rate increase, which equates to \$43,975.00 or a 0.75% increase to the tax levy.

The Treasurer provided an informational chart outlining the amount of taxes paid annually by the average Canadian family. Property taxes only account for 10.9% of the total taxes and only 56% of property taxes are allotted to the municipalities to fund a variety of public services. It was noted that from the municipal budget, costs for OPP and Conservation Authorities must be taken into consideration, reducing the budget for public services provided by the Township even further.

Committee briefly discussed MPAC assessment schedules, noting that the 2016 assessment would still be in effect for 2022. It was noted that MPAC visited the Township office in August to assess building permit plans with

the intent to add additional assessments to the roll, this value is unknown at this time. MPAC adjustments may not be completed until the 2023 tax roll.

The Treasurer recommended that the Township commits to a 2% tax levy increase annually for infrastructure replacement.

The Treasurer identified 3 major Council priority projects that will require further discussion in order to determine funding sources. It was noted that the Township has applied for government grant funding through the ICIP Green Stream for one of the priority projects.

Members discussed the timeline for updating the AMP. It was noted that the data is collected annually on municipal assets and entered into the Citywide software for future use in compiling the AMP which is legislated to be updated every 5 years. The most recent AMP for the Township is dated 2019, the next update to the AMP that is required is July 1, 2024. There was a general discussion on how the Township may use the AMP and long-range capital forecasting to convert gravel roads to surface-treated roads. It was noted that gravel roads are not incorporated into the AMP unless the road is converted to a surface-treated road.

Future budget meetings were scheduled for November 18 and December 9 at 6:00 p.m.

6. Discussion Items

- a. AMO Recommendations in Rising Insurance Costs - Leamington Resolution

Committee reviewed the report and discussed their support to move from joint and several liability insurance and the premiums associated with this coverage. Members inquired if the motion should be revised to reflect the Township of Edwardsburgh Cardinal. There was consensus from Committee to support the Leamington resolution and update the financial considerations to reflect the Township.

7. Action/Information Items

- a. Rail Safety Week Proclamation

Members reviewed the proclamation and inquired if a motion from Council was required. It was noted that proclamation requests that have been received and granted in the last 5 years are to be reviewed by the Clerk against the eligibility criteria and presented to the Mayor for approval and signature.

- b. Legion Week Proclamation

Members reviewed the proclamation. It was noted that proclamation requests that have been received and granted in the last 5 years are to be

reviewed by the Clerk against the eligibility criteria and presented to the Mayor for approval and signature.

c. 2021 Federal PILT Revenue

Committee reviewed the report outlining the proposed reduction in the legislated PILT rates to the 2020 rates.

Members inquired if these reductions to the PILT rates will be ongoing in the future. It was noted that the legislation was in response to the financial constraints placed on business owners due to the pandemic and not likely something that will continue in the future.

Moved by: T. Deschamps

Seconded by: H. Cameron

That Committee recommends that Council support a motion that the Federal government and all Crown Corporations, commit to paying the legislated BET rate of 0.0125 for 2021.

Carried

d. 2021 ICIP Green Stream Application

Committee reviewed the report outlining the ICIP Green Stream funding application which provided the estimated costs of this project to be approximately \$2.1 million with a grant eligibility maximum of \$5 million.

The water main in this area was installed in 1953 and was selected due to the history of a high number of water main breaks. The entire water system has over 739 connections.

Members discussed possible variable costs with this project, order of procedures, and possible funding sources to meet the financial requirements of the Township for the project.

Members noted the possibility of replacing the ageing storm/sewer infrastructure, noting that the contractors will already be digging to replace the water system, and the efficiency and possible savings of completing both projects in tandem.

The proposed project area would include 744 County Road 2 east to St. Lawrence St. This round of ICIP funding is exclusive to water projects, it was noted that had staff included storm/sewer system replacement within the proposed plan, the application would be considered ineligible. It was noted that there were some provisions for road repair included within the grant.

Members inquired when staff anticipated a response. It was noted that the response may be announced closer to June/July 2022.

e. Blue Box Program- Transition to Producer Responsibility

Members reviewed the report and discussed the advantages/disadvantages of this program to the Township. Members noted that a direct agreement with the producers may be to the benefit of the Township, highlighting that this would allow the municipality to maintain standards in the area.

It was noted that entering into an agreement with the municipality was at the discretion of the producer. Members noted their interest in negotiating a possible agreement. There was a general discussion on the profitability of the Township potentially assuming the collection process. It was noted that the collection company currently employed by contract for the Township may try to negotiate an agreement directly with the producer rather than working directly with the Township.

f. 2022 Municipal Election- Alternative Voting Methods

Committee reviewed the report and discussed past history with the internet voting system during municipal elections. It was noted that in the interest of being transparent and due to past concerns from other Municipalities and Clerk's, the Clerk's group decided to prepare an RFP for the upcoming 2022 Municipal Elections.

Members discussed benefits of having the availability of a variety of voting methods such as the ease of accessibility, particularly with the physically disabled and the ongoing pandemic. Members noted their discomfort with the security risks of using internet voting, noting their acceptance of mail-in and telephone voting. There was a brief discussion on how additional security measures are in place to mitigate the risk of voter fraud.

Moved by: T. Deschamps

Seconded by: S. Dillabough

That Committee recommends that Council pass a bylaw to authorize the use of alternative voting methods, specifically internet and telephone voting for the upcoming 2022 municipal election.

Carried

g. Cannabis Plant Odour - Private Property

Committee received the report.

8. Councillor Inquiries/Notices of Motion

Councillor Dillabough inquired if the Manager of Parks and Recreation would add the rehabilitation of the Johnstown tennis courts to the proposed capital projects for 2022. It was noted that staff intends to apply for 100% funding for the Johnstown and Cardinal tennis courts as part of the Community Building Fund-

Ontario Trillium Fund grant, and should be receiving a response sometime in January/February 2022.

Councillor Hunter provided a brief report to Committee from the recent South Nation Conservation meeting. He noted that SNC was in full support of the Townships offer to host a kids fishing week in Cardinal along the new waterfront path and fishing dock.

Councillor Hunter inquired if the Township intends to implement a vaccine policy. It was noted that many places have mandated vaccine certificates, and individuals have inquired about the Townships staff vaccine policy. It was noted that currently there is no provincial mandate for a vaccine policy, making it difficult to enforce. It was noted that a draft policy was currently being reviewed by legal counsel and the Health Unit and expected to be ready for Committee review within a week.

9. Mayor's Report

None.

10. Question Period

None.

11. Closed Session

Moved by: J. Hunter

Seconded by: T. Deschamps

That Committee proceeds into closed session at 8:46 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 May 10, 2021.

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 May 10, 2021

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 9:48 p.m.

Carried

12. Report Out of Closed Session

Mayor Sayeau reported that Committee reviewed the closed session minutes and discussed progress pertaining to the Edwardsburgh Lank Bank and the Job Site Challenge.

Moved by: H. Cameron

Seconded by: S. Dillabough

That Committee receives and approves the closed session minutes dated May 10, 2021.

Carried

13. Adjournment

Moved by: S. Dillabough

Seconded by: H. Cameron

That Committee does now adjourn at 9:49 p.m.

Carried

Chair

Deputy Clerk

MINUTES
PUBLIC MEETING

Thursday, September 16, 2021, 6:00 PM
Cardinal Legion Branch 105
105 Legion Way
Cardinal, ON K0E 1E0

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

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Wendy Van Keulen, Community Development Coordinator
Candise Newcombe, Deputy Clerk

PUBLIC: Corey Lockwood
Chelsea Baker
Tracy Zander
Cheryl Churchill
Dan Adams
Debbie Adams
Tim Kavanaugh
Gloria Kavanaugh
Daniel Tucker
Robin Crawford
Anne Menard Crites
Tami Britskey
Christine Windsor
Michelle Riddell
Makayla Markell
Brian Brown
Margaret Anne Gaylord
Yvonne Thompson
Ron Korejwo
Dave Simpson
Brenda Simpson

1. Call Meeting to Order

The Community Development Coordinator called the meeting to order at 6:13 p.m.

2. Welcome and Introductions

The Community Development Coordinator welcomed those present and introduced the subject of the meeting. It was noted that this is a combined Public Meeting regarding a proposed revision to a plan of subdivision and an application for a Zoning Bylaw Amendment.

The Community Development Coordinator noted that the Township welcomes comments on the two related applications and that it's important to note that, although related, the 2 applications have different approval processes.

First, the proposed revised plan of subdivision under section 51 of the Planning act for approximately 9 hectares of land in the Village of Cardinal:

- The purpose of this application is to revise the current draft plan approval related to the Meadowlands residential plan of subdivision.
- The revised draft plan proposes a total of 146 residential units comprised of semi-detached and townhouse dwellings.
- This application was made under the United Counties of Leeds and Grenville (UCLG), who is the approval authority. The UCLG has requested that the Township host this public meeting, in accordance with section 51 of the Planning Act and the minutes of this meeting will be shared with the UCLG.
- Any written feedback on this application should be sent to Cherie Mills, Manager of Planning Services with the UCLG at the address provided on the Notice of Public Meeting.
- Municipal Council will provide a formal recommendation to the UCLG in advance of their decision, but the UCLG is the approval authority. If the public wishes to be notified of the UCLG decision, you must make a written request to the UCLG.

Second, this meeting is held under the authority of section 34 of the Planning Act for a proposed site-specific amendment to the Township's Zoning Bylaw for the same 9 hectares of land in the Village of Cardinal.

- The purpose of the amendment is to change the zoning on the subject lands from "Residential First Density Special Exception 3" and "Residential Second Density Special Exception 2" to "Residential Third Density Special Exception".
- The amendment would permit the lands to be developed with a combination of semi-detached and townhouse dwellings.
- The effect of this amendment would be to accommodate the revised plan of subdivision consisting of 80 semi-detached and 66 townhouse dwelling units.

- The Township of Edwardsburgh Cardinal is the approval authority for this application.
- Written feedback on this application is welcome and should be sent to the Community Development Coordinator as per the meeting notice.
- If the public wishes to be notified of Council's decision, you must make a written request to the Township as indicated in the notice of public meeting, also available in your agenda package.

This application was made to the United Counties of Leeds and Grenville, who is the approval authority. The Counties has requested that the Township host this public meeting, in accordance with section 51 of the Planning Act and the minutes of tonight's meeting will be shared with the Counties. Any written feedback on this application should be sent to Cherie Mills, Manager of Planning Services with the United Counties of Leeds and Grenville at the address provided on the Notice of Public Meeting. Our Council will provide a formal recommendation to the Counties in advance of their decision, but the Counties is the approval authority. If you wish to be notified of the Counties decision, you must make a written request to the Counties.

This meeting was advertised in accordance with the requirements of the Planning Act. It has been advertised in the Recorder and Times and mailed to the prescribed agencies as well as property owners within 120m of the subject lands.

Anyone who wishes to speak in favour of, or in opposition to the proposed amendment will be given the opportunity to do so. It was noted that Municipal Council is present to take into consideration all comments for when they are making a recommendation to the UCLG on the revised plan of subdivision and when making a decision on the proposed zoning amendment.

The applicant will be provided time to provide everyone present an overview of the proposal. Following the overview, those present can speak in favour, in opposition, or provide general comments. It was noted that the applicant would be provided an opportunity to address any concerns that were raised. The Community Development Coordinator highlighted that all comments must be related to the applications. Because the 2 applications are related, it will be assumed that you are commenting on both the proposed revision to the subdivision and the proposed zoning amendment unless you tell us otherwise.

It was noted that staff will not be engaging in a question and answer period. The Community Development Coordinator informed the public that concerns may be raised tonight that can't be answered right away. A final report will be prepared for Council to address all written and oral comments that are received, in relation to the applications.

The Community Development Coordinator informed attendees that anyone who wishes to speak about this issue will be given the opportunity. It was noted that the applicant's planner will give an overview, individuals will be given a chance to

speak first in favour, then in opposition and then an opportunity for general comments.

While there is no public appeal opportunity under the Planning Act respecting the plan of subdivision, all oral and written submissions received prior to the decision will be considered by the granting authority.

3. Proposal Details

Ms. Zander owner of Zanderplan, noted that her company was retained by Lockwood Brothers Construction to assist in the Meadowlands Subdivision Development. She highlighted the importance of the public process for the development of the Meadowlands subdivision.

Ms. Zander outlined a brief history of the draft plan of the subdivision. The original draft plan included 49 single-family dwellings and was amended in 2016/17 to include 106 units of mixed semi and single-family dwellings. The new proposed plan now uses the same network as the 2017 draft plan; however, the density has been increased to meet current market and housing demands. The new plan includes; 40 blocks for 80 semi-detached units, 12 blocks for 66 townhouse units; and two blocks for future road connections, totaling 146 units. It was noted that the increase of density created greater flexibility for the developer to offer a variety of dwelling types to meet market demands, and housing affordability demands.

Ms. Zander identified the main entrance of the proposed 9 hectares parcel as being located on St. Lawrence St. located on the south side of the subdivision with Gill St. identified as the second entranceway. The development process will be completed in 3 phases. Phase 1 includes the construction of the St. Lawrence St. entrance; Phase 2 consists of the construction of the west side (Gill St. entrance) and Phase 3 will include the remainder of the east side of the subdivision.

Ms. Zander highlighted alignments with Provincial Policy Statements which includes: Its location in a settlement area, logical extension of streets, residential zoning, no natural heritage features and no triggers for archaeological significance. It was noted that the proposed application was in accordance with all Provincial Policy Statements, and subsequently in accordance with the United Counties of Leeds and Grenville as well as the Townships Official Plan, all of which encourage growing development within the settlement area.

Ms. Zander noted that the developer's intent with the addition of townhouses and semi-detached dwellings is to give an option for a more affordable unit noting that another option is to incorporate a secondary dwelling unit into the primary dwelling. These dwellings offer income subsidies through the rental of the secondary unit. Ms. Zander noted that the target market for these economical units is seniors and first time home buyers.

Ms. Zander noted the completion and public accessibility of the following reports: the servicing and stormwater report, the noise and vibration report, the traffic study, and the planning report.

Ms. Zander thanked the public for listening and encouraged written questions to be sent to ZanderPlan Inc.

4. Public Comment

The Community Development Coordinator opened the floor for questions or comments;

In Favour: No comments.

In Opposition:

Mr. Daniel Adams referred to the initial zoning bylaw amendment meeting he attended in 2017. He noted that there was some discussion regarding the increase of vehicle traffic on roads, highlighting the increased risk to pedestrians with no sidewalks present. Mr. Adams inquired about the increased water demand and if a pumping station would be required. He inquired if the services had not changed, how do you expect to add more houses than the initial 2017 application.

Ms. Tammy Britskey noted that she is not necessarily in opposition to the development, she simply had some questions. Ms. Britskey noted that the traffic report indicated an approximation of 89 vehicles/hour in the morning, and 116/hour during peak times. She commented that Cardinal never experiences that much traffic and would notice a large influx. She noted her biggest concern is the children's safety near the public park on St. Lawrence St. Ms. Britskey inquired why the proposed single-family dwellings on lots 59 & 60 were changed to townhouses. She noted her concerns that the townhouses positioned on the exterior of the subdivision may cause traffic congestion. Ms. Britskey inquired if an open space and walkway were considered the same. She noted her concern with the possible influx of pedestrian traffic due to the proposed walkways into the parkland.

Mr. Daniel Tucker inquired if a pump house would be required as initially anticipated and if the taxpayer would be responsible for financing the improvements. Mr. Tucker inquired about the proximity of the proposed development to Saw Mill creek, noting that some fish species spawn in the creek. He inquired if the South Nation Conservation had been consulted. He inquired about who will be cleaning up Gill St. which has been improperly used over the years as a dumping location and is a part of the proposed development.

Ms. Ann Menard-Crites noted that she was not sure that she was opposed. She inquired about the proposed route for water drainage to the wastewater treatment facility, the proposed storm drain and dry pond locations and noted the existing Mill Creek mentioned by Mr. Tucker.

Ms. Margaret-Ann Gaylord noted that when she initially moved to her current residence there were few children in the area, however over the past 7 years, the number of kids playing in the area has grown substantially. She noted her concerns to pedestrians with an increased flow in traffic and no existing or planned sidewalks in the area.

General Comments:

Mr. Daniel Adams inquired of the CAO if the current water and sewer systems will accommodate the influx of 146 houses.

The CAO noted that the serviceability report indicated that it could accommodate the increased number of proposed units.

Mr. Robin Crawford noted the need for sidewalks in the existing area. He noted that the area needs more housing, however current issues like the need for safety barriers and the absence of sidewalks or the excessive speed of traffic in the area should be addressed first.

Ms. Yvonne Thompson noted that she was in attendance to better inform herself of the proposed development. She noted her concern with a single entranceway into the subdivision, highlighting the fact that this would contribute to congestion. She commented that her concern is for the safety of the children in the area.

Ms. Tammy Britskey noted that she is not opposed to developmental growth however, the proposed revision is substantial from the original application. She pointed out that the proximity of the open space to lots 59 and 60. Ms. Britskey noted originally 49 houses were proposed as zoned R1, while the current revision proposed special zoning of R3-x for all 146 dwellings. She suggested a mix of R1, R2 and R3 zoning across the subdivision. Ms. Britskey noted that Cardinal has a mandate for 20% growth intensification, indicating that she is concerned that this proposal is a 100% intensification of growth.

Mr. Daniel Tucker commented that a zone change to an R3 would result in development similar to an urban centre such as Barrhaven or Stittsville. He felt that this type of development takes away from the beauty of Cardinal, noting that increasing the housing only increases problems. Mr. Tucker noted that he believed the bottom line to this project is money in someone else's pocket and increased taxes for the Township.

Applicant/Planners Comments:

Mr. Corey Lockwood introduced himself and addressed first the question of why he wants to intensify the plan for development. He noted that over the last 2 years there has been a substantial increase in development costs. Mr. Lockwood pointed out that the cost to deliver services to the site remains the same whether there are 100 or 140 homes built. He noted that the increase in the number of dwellings allows the cost of \$8000.00-\$10,000.00 per unit to be reduced for potential buyers. Mr. Lockwood highlighted his 20 years of experience as a contractor, noting that affordable housing issues have been an ongoing problem

he has had to address. He noted that the townhouses and semi-detached dwellings offer a more affordable option for seniors or first time home buyers.

Mr. Lockwood addressed the concerns raised with the stormwater drainage and clarified how the grass swales would aid with drainage. He noted that the swales aid in directing water in a controlled manner to the storm pond where it will slowly drain to the creek, which he noted already drains naturally in this manner. He noted that due to the elevation of the proposed development an additional pumping station would not be required as it will be gravity fed. He noted that any further expansion to the proposed development would require the installation of a pump station. Mr. Lockwood noted that any expense incurred due to the construction of the subdivision would not fall to taxpayers but instead would be the responsibility of Lockwood Bros Construction development.

Mr. Daniel Adams noted that the proposed open space used to be 150 feet, noting the outlined 100 feet in the proposed plan for open space and highlighting that the area is being reduced.

Mr. Lockwood noted that the original draft plan approval had 30m, noting that the proposed size of the open space has not changed. He noted the 100 feet by 600 feet proposed park space, highlighting the ample available area for children to play.

Mr. Lockwood addressed concerns about the use of the grass swales in stormwater drainage. He noted that the swales are consistent with the current storm drain system in the area. He pointed out the use of grass swales as opposed to a storm sewer system decreases the costs significantly, which directly affects the future sale price of each dwelling.

Mr. Lockwood commented on the current state of the Gill St. site, noting that they would have that area cleaned up in anticipation of development.

Ms. Tracey Zander noted that she did not feel comfortable commenting on the engineer's traffic report, but noted that the engineer that prepared the report has determined that the proposal is in accordance with provincial guidelines and deemed to be able to accommodate the proposed influx in traffic. She noted that the intention is to have 2 access points to the completed subdivision, one on St. Lawrence St. and one on Gill St.

There was some confusion that there was a claim of no watercourses on the proposed site. Ms. Zander clarified that she had noted no natural heritage features and noted a natural watercourse on the site, highlighting that it is outside of the area to be developed.

5. Adjournment

The Community Development Coordinator thanked everyone in attendance. It was noted that In regards to the proposed revision to the plan of subdivision, Council will consider the application at an upcoming open meeting of Council. Council will make a formal recommendation to the United Counties of Leeds and

Grenville, who is the approval authority for this application. If you wish to be notified of the decision of the United Counties of Leeds and Grenville in respect to the proposed revisions, you must make a written request to Cherie Mills, Manager of Planning Services. The mailing address is provided in the Notice of Public Meeting, available in the agenda package.

In regards to the proposed amendment to the Township Zoning Bylaw, Council will consider the proposed amendment at an open meeting of Council following the Counties decision on the revised subdivision. Once the decision is made by Council and notification provided, there will be a 20 day appeal period. If you wish to be notified of Council's decision, you must make a written request to the Township of Edwardsburgh Cardinal. The address is provided in the notice of public meeting, available in the agenda package.

The Community Development Coordinator adjourned the meeting at 6:58 p.m.

Deputy Clerk

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

Monday, September 20, 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
Brian Moore, Fire Chief
Candise Newcombe, Deputy Clerk

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: Deputy Mayor Deschamps

Seconded by: M. Packwood

That the agenda be approved as amended to add item 6 c. Walking Track.

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 any calls from residents regarding the Barkley Drain invoices that were issued to the benefiting property owners. It was noted that the Township received a few inquiries.

Members requested a status update on the River Route ridership. It was noted that the marketing committee is currently gathering information and a brief update may be available for the September Council meeting.

Members inquired about discussions with the Town of Prescott for snow ploughing services in New Wexford. It was noted that there were no new updates.

Committee confirmed the date, time and location of the Johnstown Phase 1 Drainage Open House.

Members confirmed that the Township has received the new postage machine.

5. Delegations and Presentations

None.

6. Discussion Items

a. Spencerville Canteen

Committee reviewed the report and discussed the following topics: potential loss of part-time student positions, current COVID-19 protocols in place, and the possibility of re-assessing the closure later in the season. It was noted that current COVID restrictions are 50% capacity. Additionally, the limited space available in the Spencerville arena lobby would prove very difficult to control crowds and limit gatherings. Members noted the possibility of maintaining a cleared lobby by restricting observers to the stands. It was noted that viewing of games is currently limited to the stands only.

There was a general discussion on the requirements of vaccine certificates. It was noted that anyone viewing the activities would require proof of vaccine with a vaccine certificate if over the age of 11.

Members inquired if the Health Unit was consulted to confirm updated cleaning protocols. It was noted that the Manager of Parks and Recreation has had an open dialogue on a weekly basis with the Health Unit representative, and all cleaning protocols are updated and being followed. Members inquired about the need to wipe surface areas if the virus is contracted through airborne particles. It was noted that popular "touch points" are wiped regularly but much of the surface area cleaning has been scaled back.

It was noted that the opening of the canteen could be done in a short period of time if restrictions are eased. However, staff advised of difficulties experienced with hiring COVID cleaner positions.

It was noted that the student positions that would regularly be hired to help operate the canteen are currently being utilized for COVID sign-in tracking. There was a brief discussion on utilizing vending machines in the lobby. It was noted that the vending machine company is currently not interested in setting up a machine in Spencerville.

Members noted that COVID protocols are constantly changing and the vaccination rates in Leeds and Grenville are rising. There was consensus from Committee to re-evaluate conditions and re-assess for the possible opening of the canteen later in the season.

b. OHIP Eye Care - Trent Lakes Resolution

Committee reviewed the Trent Lakes resolution in regards to OHIP covered eye care for children and seniors. Members noted that the Ontario Association of Optometrists (OAO) has been in ongoing negotiations with the province on this issue for several years. It was noted that the Ministry of Health released a letter to all optometrists outlining an update on negotiations within the OAO, specifically what items are currently on the table. It was noted that a one-time payment of 39 million as retroactive payment was available. It was noted that this payment would cover a retroactive period over the past decade and would reflect similar increases applied to physicians during the time.

Members noted the possibility of the province reducing municipal funding in response to municipal support and respectfully downloading the service to local government. Members suggested that municipal government should not interfere with provincial negotiations.

Members noted that without the letter from the Ministry of Health, they have limited information to make a decision. Members suggested that a new motion be drafted for Council.

c. Walking Track

There was a general discussion on utilizing the walking track as a viewing deck during games. The amount of space available on the walking track was noted, pointing out that there is room for both activities. . It was noted that the walking track is closed during certain games to act as only as a viewing deck.

Members discussed past concerns that caused the previous Council to prevent people from using the walking track to view activities. Members noted that it was a rather contentious issue at the time. It was noted that many of the past complaints were received from individuals using the walking track who experienced inconveniences with spectators blocking or children playing on the track.

Committee discussed the increased services that may be required when opening the track to casual viewers such as increased garbage accumulation, cleaning and policing requirements.

Members noted their concern with the unintended use of the area, noting that it was designed for walking not standing, and inquiring if engineers should be consulted before changing the regular use. It was noted that the designed load could accommodate a standing crowd with little need for concern.

Committee inquired if individuals are currently permitted refreshments on the track. It was noted that refreshments are not usually permitted with the exception of Junior games when the walking track is closed to walkers and it's the last game of the night.

Committee discussed the possibility of implementing a trial period for allowing both walkers and spectators on the track. It was noted that closing the track to walkers and opening it to spectators during the more heavily populated games might prove more beneficial.

There was consensus from Committee to open the walking track for both walkers and spectators and to report back at the next Committee of the Whole – Public Works, Environmental Services & Facilities meeting.

7. Action/Information Items

a. Proclamation- National Day for Truth and Reconciliation- September 30

Committee reviewed the report outlining the National Day for Truth and Reconciliation, a new Federally recognized holiday in recognition and remembrance of the children and their families impacted by the residential school system and our Indigenous communities.

Committee discussed the implications of this new holiday to both union and non-union staff. Members inquired if this would apply to all employees. It was noted that due to the CUPE collective agreement, unionized employees will receive the holiday and all Port employees and staff, being federally regulated, will receive the day as well. It was noted that due to the Province not recognizing the statutory holiday, non-union Township employees would not receive the holiday. Members pointed out that if all other employees of the Township are being granted the day, it is only fair to extend the holiday to non-union staff.

Members requested staff to draft a motion to extend the holiday to non-union staff, and bring it forward at the September Council meeting.

Moved by: Councillor Hunter

Seconded by: J. Bush

That the Committee recommends that Council proclaim September 30, 2021 as the National Day for Truth and Reconciliation.

Carried

b. OPG Waterfront Licence Renewals

Committee reviewed the report and requested that the motion identify the CAO as the signing authority.

Members had a brief discussion on the ownership of the land along the waterfront and its permitted use. Members requested clarification on aspects of the provided diagram of the lands.

Moved by: Deputy Mayor Deschamps

Seconded by: Councillor Dillabough

That Committee recommends that Council authorize the Mayor and the CAO to execute the Waterfront Licence Renewal with Ontario Power Generation.

Carried

c. Summer Program Year End Review

The Manager of Parks and Recreation presented the Summer Year-End Review report to Committee highlighting the following:

- The success of both the Cardinal and Johnstown pools
- Completed lifeguard training
- 250 free swim lessons administered thanks to the generous donations from Ingredion and Greenfield Global Inc.
- The success of both Cardinal and Johnstown day camp programs
- The success of the Aquafit programs
- 2022 recommendations to be considered regarding the implementation of evening swim lessons

Members commended the Parks, Recreation and Facilities staff and employees on the outstanding job done with all of the summer programming.

Committee inquired about a newly mandated swim test at the pools and why it was implemented. It was noted that the swim test was required by the Health Unit as a risk mitigation factor. It was noted that the swim test required individuals to swim the entire length of the pool and tread water for 30 seconds. If the individual is under 12 years of age and was unable to complete the test, they were required to have a competent swimmer present in the pool with them. If the individual was over the age of 13 and failed to complete the test, they would be required to remain in the shallow

end of the pool for their visit. If the individual passed the swim test, they would be required to wear an identifying wristband.

Committee requested staff to make copies of the report and draft a letter of thanks to Ingredion and Greenfield from the Mayor to illustrate how their donations were used.

d. Waterfront Canteen Year End Review

Committee reviewed the report which outlined the comparison of revenues to expenses for the summer of 2020 and 2021. It was noted that an overall net loss of \$5, 746.67 was incurred for the 2021 summer canteen compared to a net loss of \$5,604.20 in 2020.

Members noted that the extended hours had minimal impact on revenues, noting that the extended hours were not cost-efficient. It was noted that the majority of the canteen preparation work was already completed at the end of 2020. It was noted that extra costs would have been associated with the previous year's preparations.

Members noted the general proximity of the chip truck to the waterfront canteen and discussed the possibility of lost revenue to the adjacent chip truck. Members noted the feasibility of having the waterfront canteen operated by a private vendor but inquired if there would be available positions for the employees that depend on the seasonal employment of the canteen. Members suggested advertising a potential lease of the canteen to private vendors. It was noted that there wouldn't be a guarantee of open positions available, however, an attempt is always made to maintain summer student employees within the Parks, Recreation and Facilities department.

Members discussed net losses and inquired if there was inventory left to transfer to the Ingredion Centre canteen. It was noted that minimal inventory remained from the waterfront canteen.

Members inquired why there were no cell phone charges invoiced. It was noted that employees used their own phone this year.

e. Disposal of Surplus Goods

Committee reviewed the report listing items declared as surplus to the needs of the Township.

Members inquired why a government auction site was recommended when local auctions have been used in the past. It was noted that the Township has been successful using government auction sites.

Members inquired about the surplus Zamboni, noting that the Township currently owns three. It was noted that the Township would likely not receive a worthwhile amount for the surplus machine. It was viewed as a

better option to retain the Zamboni as an auxiliary if one of the others break down. Members confirmed that the machine will still be operated regularly if the intention is to have it as a backup. It was noted that the machine receives periodic use to ensure it is in working condition.

Moved by: Mayor Sayeau

Seconded by: Councillor Dillabough

That Council declare the above-mentioned items as surplus to the needs of the Township, authorize Staff to dispose of the items through Government Auction Site; and prepare a report for a future Committee meeting with the net receipt for each item.

Carried

f. Grader Fleet Options Update

Committee reviewed the report and discussed the advantages/disadvantages of keeping the 1997 grader as a second unit. It was noted that there is minimal cost to maintain the 1997 grader. It was noted that there would be little value in selling it. It was noted that one grader would only be able to perform a maximum of 40 km's of road maintenance, therefore a secondary unit is required in order to maintain the same level of service for the approximately 60 km's of Township roads that require grading.

Members noted their interest in having a comprehensive study, by a consultant, to evaluate the gravel road network, noting their preference to convert the gravel roads to either surface and/or asphalt as opposed to purchasing another grader. Committee discussed road base conditions, current road conditions and drainage, emphasizing the need for the aforementioned study.

Committee discussed the option of utilizing a contractor supplied grader with an operator to assist with the annual gravel maintenance during the transition phase. Members noted that the annual gravel cost variable would have to be considered when weighing the decision to tender out the contract.

Moved by: Councillor Hunter

Seconded by: M. Packwood

That Committee recommends that Council: Maintain the 1997 Champion Grader as a secondary unit during the transition phase; and Direct staff to hire a consultant to evaluate the gravel road network and develop a 5-year plan with Class "D" estimates including options to convert 25km of gravel road to a combination of surface and/or asphalt; and Direct staff to include grader pricing as an optional item in the 2022 annual maintenance gravel request for tender.

Carried

g. Vaccination Policy

Members reviewed the draft policy and noted that as the face of the community it is important the Township bring forward a vaccine policy.

Members commented on how the policy notes that vaccination is viewed as another layer of protection used in conjunction with and not as a substitute to primary precautionary measures. It was noted that the policy contains a review and modification clause to permit periodic reviews of ongoing developments. Members noted the current rise in cases on the west coast due to the lifting of precautionary protocols.

There was a brief discussion on general vaccination uptake in the community. Members noted that those vaccinated must continue to wear a mask in order to help protect those that are not able to receive the vaccination due to health issues or age restrictions. Committee confirmed that the policy has been reviewed by the Township solicitor.

Moved by: Councillor Hunter

Seconded by: Deputy Mayor Deschamps

That Committee recommends that Council adopt a COVID- 19 vaccination policy.

Carried

h. Hazardous Incident Investigation Procedure

Moved by: Mayor Sayeau

Seconded by: Councillor Dillabough

That Committee recommends that Council adopt the new procedure for dealing with hazardous incident investigation.

Carried

8. Councillor Inquiries/Notices of Motion

Councillor Hunter updated Committee on the recent South Nation Conservation (SNC) meeting he attended. It was noted that SNC is interested in working with municipalities to identify and remove hazardous trees along roadsides. SNC is currently drafting a policy to present to Townships outlining anticipated procedures.

Members inquired if SNC representatives would be visiting the Township to present their proposed policy. It was noted that SNC intends to present the

proposed policy and budget for 2022 at a future Council meeting. A tentative timeline of December/January was provided.

Committee requested staff to contact SNC to schedule a meeting date.

Deputy Mayor Deschamps inquired about details of the vaccine policy at the Township's recreational facilities. It was noted that individuals 12 and over that are viewing the games, and participants 18 and over would require proof of vaccination certificate. Individuals under the age of 18 that are participating in the recreational activity would not require proof of vaccine.

Deputy Mayor Deschamps updated Committee on the Drinking Water Quality Management Standards (DWQMS) meeting. It was noted that the Cardinal water system met all standards.

9. Mayor's Report

Mayor Sayeau reported the following:

- Scheduling negotiations with Infrastructure Ontario

10. Question Period

None.

11. Closed Session

None.

12. Adjournment

Moved by: Councillor Dillabough

Seconded by: M. Packwood

That Committee does now adjourn at 9:10 p.m.

Carried

Chair

Clerk

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS the United Counties of Leeds and Grenville is preparing an Aggregate Resources Master Plan to recognize the importance of mineral aggregate resources, including sand, gravel, and bedrock; and

WHEREAS the aggregate resources are a fixed location, non-renewable resource that must be protected for long-term use; and

WHEREAS the Aggregate Resources Master Plan will consider all available mapping, potential constraints, official plan policy framework and schedules, and recommend potential criteria to be considered with development applications; and

WHEREAS the United Counties of Leeds and Grenville Official Plan identifies that an Aggregate Resource Master Plan needs to be completed and the results of the plan implemented by a Counties Official Plan Amendment; and

WHEREAS following a Counties Official Plan Amendment, the Township of Edwardsburgh Cardinal would need to complete an Official Plan Amendment to incorporate the Aggregate Resources Master Plan; and

WHEREAS The work on the Aggregate Resources Master Plan began in January 2021 with a goal of having the Master Plan and Official Plan Amendment to the Planning Advisory Committee and Counties Council before the end of 2021; and

WHEREAS the Committee of the Whole – Community Development reviewed and discussed the Aggregate Resources Master Plan during the August 3, 2021 and September 7, 2021 meetings; and

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

WHEREAS the intent of the Aggregate Resources Master Plan Technical Steering Committee is to include mapping of bedrock resources with drift thickness up to 8 metres in the Aggregate Resource Master Plan; and

WHEREAS the removal of 8 metres of overburden during extraction would make the resource not economically viable; and

WHEREAS a 5 metre maximum amount of overburden is a more economically viable resource; and

WHEREAS additional assessment and studies are required for development within the influence area of aggregate resources in order to protect this non-renewable resource for long-term use; and

WHEREAS the Council of the Township of Edwardsburgh Cardinal endeavors to remove unnecessary barriers to development;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal requests that the United Counties of Leeds and Grenville Aggregate Resources Master Plan Technical Steering Committee include mapping of Aggregate Resources with an overburden of not more than 5 metres within the Aggregate Resources Master Plan mapping.

AND FURTHER THAT this resolution be forwarded to the United Counties of Leeds and Grenville and all municipalities with Leeds and Grenville.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS the current joint and several liability regime as set out in the Negligence Act financially impacts all municipalities in Ontario, whether or not a claim occurred within a municipality's borders; and

WHEREAS municipalities are often added to claims as they are seen as having significant resources with the backing of taxpayers; and

WHEREAS insurance companies ultimately recover their losses by way of increased annual premiums for their insureds; and

WHEREAS the Township of Edwardsburgh Cardinal's total annual cost of all insurance premiums has grown by \$38,517.36 over the last 5 years which equals 15.53% increase, with liability insurance premiums account for \$15,036.00 of this amount, an increase of approximately 11% when comparing premiums from 2017 to 2021; and

WHEREAS higher insurance costs divert property tax dollars from delivering public services to the Township residents.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal supports the recommendations proposed in the Association of Municipalities of Ontario (AMO) to address joint and several liability reform and rising insurance costs more generally, which recommendations include:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1 year limitation period may be beneficial.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

AND FURTHER THAT a copy of this resolution be forwarded to Premier Ford, MPP Clark, and AMO.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS the Province of Ontario announced in the 2020 Budget, that for the 2021 calendar year, Business Education Tax (BET) reductions would take place, which were intended to support businesses as they recover from the COVID-19 pandemic; and

WHEREAS in an effort to ensure municipalities would not be negatively impacted by BET reductions, the Province maintained BET rates at the 2020 BET rate for government owned properties that pay PILs (Payment in Lieu of Taxes); and

WHEREAS the Township of Edwardsburgh Cardinal has recently been advised by Canada Post that they will only be paying the reduced BET rate of 0.0088 and not the legislated rate of 0.0125 when they remit their 2021 PIL; and

WHEREAS if all federal departments do the same, the loss in revenue for the Township will be approximately \$2,519.70 for the 2021 budget year;

AND WHEREAS the revenue loss to municipalities across Ontario has been estimated at \$20 million in 2021 by OMTRA if the federal government does not pay the legislated BET rate;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal requests the Federal government, and all Crown Corporations, recognize that the province's 2021 BET reduced rates are intended to support Ontario business during the burden of COVID19, and they are not intended to reduce the Federal Government's fair share for consumption of local services;

AND FURTHER THAT the Federal government, and all Crown Corporations, commit to paying the legislated BET rate of 0.0125 for 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		

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

AND FURTHER THAT this resolution be forwarded to Prime Minister Justin Trudeau, MP Barrett, MPP Clark and AMO.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS routine eye care is critical in early detection of eye diseases like glaucoma, cataracts, and macular degeneration, and the health of eyes is critical to overall health and quality of life; and

WHEREAS Conditions that may be detected with an annual eye exam include Diabetes mellitus, Glaucoma, Cataract, Retinal disease, Amblyopia (lazy eye), Visual field defects (loss of part of the usual field of vision), Corneal disease, Strabismus (crossed eyes) Recurrent uveitis (an inflammation of the uvea, the middle layer of the eye that consists of the iris, ciliary body and choroid), Optic pathway disease; and

WHEREAS payments from OHIP have only increased 9% over the last 30 years, which has not come close to matching inflation of costs (which include rent, staff, utilities, equipment, taxes and supplies); and

WHEREAS the lack of funding makes it difficult to invest in modern technology, and newer technology means earlier detection of eye disease; and

WHEREAS the Provincial government refusal to formally negotiate with Optometrists for more than 30 years has forced the Optometrists to absorb approximately \$173 million annually in the cost to deliver eye care to Ontarians; and

WHEREAS this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups. Children—who's lifetime ability to learn and develop depends on good vision—to the elderly, who are at the greatest risk for vision-threatening ocular diseases.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

NOW THEREFORE BE IT RESOLVED THAT the Council of Corporation of the Township of Edwardsburgh Cardinal requests that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it;

AND FURTHER THAT the Provincial government address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place;

AND FURTHER THAT a copy of this resolution be forwarded to Premier Ford, Honourable Elliot, Minister of Health, Honourable Clark, Minister of Municipal Affairs and Housing, MPP Barrett, and the Ontario Association of Optometrists.

☐ 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		

Ministry of Health

Office of the Deputy Premier
and Minister of Health

777 Bay Street, 5th Floor
Toronto ON M7A 1N3
Telephone: 416 327-4300
Facsimile: 416 326-1571
www.ontario.ca/health

Ministère de la Santé

Bureau du vice-premier ministre
et du ministre de la Santé

777, rue Bay, 5^e étage
Toronto ON M7A 1N3
Téléphone: 416 327-4300
Télécopieur: 416 326-1571
www.ontario.ca/sante



August 23, 2021

Dear Doctor,

I am writing to you today to provide an update on the government's negotiations with the Ontario Association of Optometrists (OAO).

I want you to hear from me directly that the government recognizes that you and all optometrists in Ontario provide patients with vital and quality eye health and vision care. I am personally grateful for your ongoing commitment to the highest standard of vision care for all Ontarians and your support throughout the COVID-19 pandemic.

I also know that optometrists have been long neglected by previous governments, who have failed to negotiate a fair and sustainable agreement. After too many years of delay, I want to be clear that our goal is to reach an agreement as soon as possible and, most importantly, build a long-term and sustainable funding relationship with Ontario's optometrists that ensures patients can continue to receive the care they need. We have a plan to do exactly that, but it takes a significant amount of work and two partners willing to take it on together.

To that end, with the third wave of the COVID-19 pandemic behind us the government recently entered into rigorous bilateral negotiations, later with the support of a third-party mediator, with the OAO.

At that time, we shared a proposal that was designed to take immediate action to right years of neglect and establish a process that would put both parties on a path to a long-term and sustainable solution. It includes immediate funding increases, a commitment to future funding increases and a plan to work together to better understand the issues that will allow us to productively address funding in the future. This is important work and we believe it should be done in the spirit of collaboration.

I want to be fully transparent with you. Here is the offer we put on the table:

- An immediate compensation increase of 8.48% at the fee code level, retroactive to April 1, 2021. This represents a "catch up" of fee increases calculated to reflect similar increases applied to physicians over the past decade.

- A one-time payment of \$39 million. Like the fee increases described above, this payment would cover a retroactive period over the past decade and was calculated to reflect similar increases applied to physicians during this time.
- Future fee increases to align with increases provided to physicians under the upcoming Physician Services Agreement, including any increases physicians receive beginning April 1, 2021.
- A commitment to immediately establish a Working Group with the OAO that would continue to be supported by a mediator and would allow us to come to a common understanding on the overhead costs associated with delivering publicly funded optometry services, and inform ongoing negotiations associated with the fees for the delivery of optometry services.
- A commitment to ensure ongoing monthly discussions with the OAO through establishing an Insured Optometry Services Review Committee to:
 - Develop recommendations on the implementation of the fee increases; and
 - Provide a mechanism to continue to discuss health care policy and system issues affecting optometrists.

I truly believe this is a fair and reasonable offer.

However, we are very concerned by the OAO's response to our offer and their approach to this process, particularly their continued suggestion that they intend to withdraw services that many vulnerable Ontarians, including seniors, rely on.

Regardless of the OAO's response to our offer, I want you to know that we intend to go ahead and distribute the \$39 million retroactive lump sum payment to you before an agreement is even reached. We plan to flow you this payment directly as part of your monthly OHIP payment in October.

In addition, we remain seized with the firm commitment to continue to a collaborative, mediated process to determine future fee increases.

As we move into the cooler fall months and we begin to see an expected increase in daily COVID-19 cases, our government's top priority remains protecting the health and safety of our most vulnerable. During these challenging times, it is particularly important that patients know they can continue to rely on the high-quality vision care optometrists provide.

We know this issue is critical to you and to Ontarians. The Ministry of Health is committed to continue to have meaningful and productive discussions with the OAO and to build a roadmap to an ongoing and successful working relationship with Ontario's optometrists.

We ask you to urge the OAO to work with us to reach an agreement as quickly as possible to ensure Ontarians can continue to access the high-quality eye health and vision care services they need and deserve.

Sincerely,



Christine Elliott
Deputy Premier and Minister of Health

c: Helen Angus, Deputy Minister, Ministry of Health
Patrick Dicerni, Assistant Deputy Minister and General Manager, OHIP,
Ministry of Health

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS the Truth and Reconciliation Commission (TRC) released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation; and

WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the Truth and Reconciliation Commission's Calls to Action; and

WHEREAS all Canadians and all orders of government have a role to play in reconciliation; and

WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the Federal Government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remain a vital component of the reconciliation process; and

WHEREAS the Federal Government has announced September 30, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Edwardsburgh Cardinal hereby commits to recognizing and proclaiming September 30th, 2021 as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council recognize the new federal statutory holiday, National Day for Truth and Reconciliation, as a paid holiday in 2021 for all municipal employees.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council authorize the Mayor and CAO to execute the Waterfront Licence Renewal letters with Ontario Power Generation, 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council declare the below items as surplus to the needs of the Township, authorize staff to dispose of the items through the Government Auction Site, and prepare a report for a future Committee meeting with the net receipt for each item, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Public Works Department:

- Truck #4 – 2001 Peterbilt Tandem Dump Truck, Sander and Plow/wing
- Truck #2 – 2006 GMC 1 Ton
- Grader #2 -1989 Champion model 740

Fire Department:

- 1996 Ford F250
- Honda EM 5000 S Generator
- Scott self contained breathing apparatus & cylinders x 8
- 10 HP Gorman-Rupp Portable pump
- Hale Portable pump

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council:

1. Maintain the 1997 Champion Grader as a secondary unit during the transition phase; and
2. Direct staff to hire a consultant to evaluate the gravel road network and develop a 5-year plan with Class "D" estimates including options to convert 25km of gravel road to a combination of surface and/or asphalt; and
3. Direct staff to include grader pricing as an optional item in the 2022 annual maintenance gravel request for tender.

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 ACTION ITEM

Committee: Council

Date: September 27, 2021

Department: Operations

Topic: Winter Parking Lot Maintenance Tender

Purpose: To award Section A of the Winter Parking Lot Maintenance Tender to Home Sweet Home Property Maintenance and direct staff to incorporate the Ingredion Centre (Section B) and EMS station (Section C) parking lots in-house as part of the road plowing routes.

Background: The Township's former contractor for Winter Parking Maintenance, Norton's Crane Rental, will no longer be providing Winter Maintenance service to the Township. A tender for Winter Parking Lot Maintenance was developed and issued on August 5, 2021 with a closing date of September 7, 2021. The tender included three (3) different sections requiring Bids:

SECTION A: Spencerville

- Arena
- Municipal Office
- United Church rear parking lot
- Fire Station 1
- Lagoons and pumping stations
- Library
- Road Allowances (Lennox St., South St., Spencer St.)

SECTION B: Cardinal

- Ingredion Centre

SECTION C: Johnstown

- EMS Station

Policy Implications: By-law 2015-57 establishes policies with respect to the procurement of goods and services. Contracts that extend beyond the term of council requires council approval.

The request for tender included the following clause: The bidder acknowledges that the Township shall have the right to reject any, or all, Quotations/Tenders for any reason, or to accept any Quotation/Tender which the Township in its sole *unfettered discretion* deems most advantageous to itself. The lowest, or any, Quotation/Tender will not necessarily be accepted and the Township shall have the unfettered right to:

- i. Accept a non-compliant Quotation/Tender
- ii. Accept a Quotation/Tender which is not the lowest Quotation/Tender; and
- iii. Reject a Quotation/Tender that is the lowest Quotation/Tender even if it is the only Quotation/Tender received.

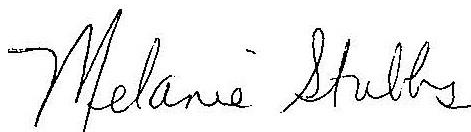
Financial Considerations: Two contractors, (Home Sweet Home Property Maintenance and Eastern Ontario Property Maintenance Services - EOPMS), submitted bids. See attached costing of bids in comparison to the existing contract for the past 2020-2021 winter season. Completing Section B and C in-house, has the combined effect of an approximate \$14,000.00 reduction in the 2022 operational budget based on the above comparison.

Alternatives: Council could award Section B and C to Eastern Ontario Property Maintenance Services. Section B costs would increase by \$3809.52 and Section C by \$2,405.26 based on the comparison with the existing contract for the past 2020/2021 winter season.

Recommendation: That Council award Section A (Spencerville) of the Winter Parking Lot Maintenance Tender to Home Sweet Home Property Maintenance and direct staff to execute contract documents; and direct staff to complete Section B (Cardinal) and Section C (Johnstown) of the Winter Parking Lot Maintenance in-house.



Director of Operations



Treasurer



CAO

Location	Norton's Crane Rental		Home Sweet Home			EOPMS		
	Total events	Total Costs	Total events	Cost per event	Total Costs	Total events	Cost per event	Total Costs
Section A								
Spencerville Arena	37	6,093.82	37	75.00	2,775.00	37	300.00	11,100.00
Municipal Office	35	2,519.74	35	50.00	1,750.00	35	135.00	4,725.00
Spencerville United Church	34	2,800.48	34	50.00	1,700.00	34	135.00	4,590.00
Fire Station #1	39	8,430.84	39	75.00	2,925.00	39	325.00	12,675.00
Lagoons	20	1,854.40	20	60.00	1,200.00	20	150.00	3,000.00
Pumping Station #1	23	1,656.50	23	40.00	920.00	23	100.00	2,300.00
Pumping Station #2	22	905.80	22	25.00	550.00	22	75.00	1,650.00
Pumping Station #3	28	1,152.24	28	25.00	700.00	28	50.00	1,400.00
Library	37	2,286.36	37	40.00	1,480.00	37	100.00	3,700.00
Road Allowance- south st	34	2,274.94	34	40.00	1,360.00	34	90.00	3,060.00
Road Allowance- spencer st	35	2,162.74	35	40.00	1,400.00	35	90.00	3,150.00
Road Allowance- Lennox Rd	38	2,346.34	38	50.00	1,900.00	38	110.00	4,180.00
Mill Dry Hydrant	17	699.34	17	0.00	0.00	17	0.00	0.00
Subtotal	399	35,183.54	399	570.00	18,660.00	399	1,660.00	55,530.00
Section B								
Ingredion Centre	35	7,565.48	35	0.00	0.00	35	325.00	11,375.00
Section C								
EMS Station- UCLG	43	6,194.74	43	75.00	3,225.00	43	200.00	8,600.00
grand total	477	48,943.76	477	645.00	21,885.00	477	2,185.00	75,505.00
	Total Hours	Total Costs	Total Hours	Cost per Hour	Total Costs	Total Hours	Cost per Hour	Total Costs
Hauling Snow away	44	3,341.52	44	100.00	4,350.00	44	325.00	14,137.50
Sanding \$ Salting of Twp Parking Lots	103	9,002.76	103			103		
Total costs		61,288.04			26,235.00			89,642.50



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Council

Date: September 27, 2021

Department: Operations

Topic: Winter Sidewalk Maintenance

Purpose: To award the Winter Sidewalk Maintenance to Eastern Ontario Property Maintenance Services - EOPMS

Background: The Township's former contractor, Norton's Crane Rental, will no longer be providing Winter Sidewalk Maintenance service to the Township. A Tender for Winter Sidewalk Maintenance was developed and issued on August 5, 2021 with a closing date of September 7, 2021.

One contractor- Eastern Ontario Property Maintenance Services - EOPMS, submitted a bid with \$650.00 per cycle and \$375.00 per event. The contract is a 3year contract with a CPI index increase annually.

Policy Implications: Contracts that extend beyond the term of council requires council approval.

Financial Considerations: In the 2020/2021 season, there were a total of 130 hours required for sidewalk plowing at \$173.40/hour for a total cost of \$22,542.00, Based on the assumption of a similar number of events in the 2021/2022 season, The estimated cost of the contract for 2021/2022 would be approximately \$32,800.00 based on an average of 32 cycle/events, (an increase of 46%).

Recommendation: That Council award the contract for Winter Sidewalk Maintenance to Eastern Ontario Property Maintenance Services and direct staff to execute contract documents.

A handwritten signature in black ink, appearing to read 'Gordon Durr'.

Director of Operations

A handwritten signature in black ink, appearing to read 'D. S. C. A. T.'.

CAO

A handwritten signature in black ink, appearing to read 'Melanie Stubbs'.

Treasurer

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council supports and approves upgrades to the raw water supply system (pumping station) and contributes \$213,180.00 to the proposed project in conjunction with Greenfield Global Inc.

☐ 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

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council:

1. Approves the property legally described as PT LT 36 CON 1 EDWARDSBURGH PT 1, 15R9899; EDWARDSBURGH/CARDINAL to be sold to "Clayton Jones in Trust" in the amount of \$95,000.00 plus applicable taxes; and
2. Authorizes the Mayor, Clerk and Port General Manager to sign the Agreement of Purchase and Sale on behalf of the Township of Edwardsburgh Cardinal and Port of Johnstown; and
3. That the money received for the lands be transferred to the Port of Johnstown operating account.

As recommended by the Port Management Committee.

☐ 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 INFORMATION ITEM

Committee: Council

Date: September 27, 2021

Department: Administration & Fire

Topic: Proclamation – Fire Prevention Week 2021

Background: The Fire Department requested that the Township Council proclaim October 3 to 9, 2021, as Fire Prevention Week in Edwardsburgh Cardinal. The 2021 campaign, “Learn the Sounds of Fire Safety” works to educate everyone about the different sounds the smoke and carbon monoxide alarms make. Knowing what to do when an alarm sounds will keep everyone safe. When an alarm makes noises, you must take action.

Staff have prepared and attached the proclamation certificate to be signed by the Mayor. The proclamation will be posted to the Township website and sent to the Office of the Fire Marshal.

Policy Implications: The proclamation complies with the Township’s Proclamation Policy. Fire Prevention Week may help to bring public awareness to the importance of fire safety and learning the different sounds of smoke and carbon monoxide alarms.

Proclamations that have been granted in the past 5 years are to be reviewed by the Clerk against the eligibility criteria and will be presented to the Mayor for approval. This request has been received and granted in the past, therefore it does not require a formal resolution from Council.

A handwritten signature in black ink, appearing to read 'R. Williamson', written over a horizontal line.

Clerk



PROCLAMATION

Fire Prevention Week

October 3rd to 9th, 2021

WHEREAS the Township of Edwardsburgh Cardinal is committed to ensuring the safety and security of all those living in and visiting the Township; and

WHEREAS fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS smoke alarms detect smoke well before you can, alerting you to danger in the event of fire in which you may have just seconds to escape safely; and

WHEREAS working smoke alarms save lives by providing early warning of fire so you and your family can safely escape; and

WHEREAS Edwardsburgh Cardinal residents should be sure everyone in the home understands the sounds of alarms and knows how to respond; and

WHEREAS residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS Edwardsburgh Cardinal residents should make sure their smoke and carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS Edwardsburgh Cardinal first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and public fire safety education; and

WHEREAS Edwardsburgh Cardinal residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS the 2021 Fire Prevention Week theme, “Learn the Sounds of Fire Safety”, effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW THEREFORE BE IT RESOLVED THAT the Township of Edwardsburgh Cardinal proclaims the week of October 3 to 9, 2021 to be Fire Prevention Week in Edwardsburgh Cardinal.

Mayor Sayeau

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

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

- August 25, 2021
- September 1, 2021
- September 8, 2021
- September 15, 2021
- September 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

August 25th, 2021

FROM	DATE	SUBJECT
Health Unit	August 18	News Release: Mandatory vaccines in high-risk settings
Health Unit	"	COVID -19 Vaccine Status Report - Aug. 17
Municipality of Leamington	August 19	Res: AMO recommendations on rising insurance costs
MMAH	"	News Release: Successful 2021 Virtual AMO Conference
AMO	"	Thank you for participating in AMO's 2021 Conference
AMO	"	Watchfile
AMO	August 20	Policy Update: Regulatory Amendments to Municipal Act
Mr. Greg Modler	"	Ribbon Cutting Ceremony for Johnstown dogpark/dugouts
Health Unit	August 23	Media Release: Brockville Vaccine clinic changing location
GWO	"	Land Use Compatibility Guideline
AMO	"	Draft resolution: National Day for Truth & Reconciliation
Health Unit	August 24	Media Release: Potentially Harmful Algal Blooms
Mr. John Courtney	"	Cormorant Literature for Home Owners
Health Unit	"	Media Release: UCLG Booking Centre Closing Aug 27
UCLG	"	Economic Development eNews- August 24, 2021
Health Unit	August 25	News Release: Last mile strategy to increase vaccinations
Health Unit	"	Local COVID-19 Vaccine Status Report- August 24, 2021

RESUMÉ

of correspondence

September 1st, 2021

FROM	DATE	SUBJECT
TWPEC	August 25	Notice of application for minor variance- 2107 Jochem Rd
Town of Greater Napanee	August 26	Resolution: Support 3-digit Crisis Prevention Hotline
Town of Greater Napanee	"	Resolution: Include PSA Test for Men into Medical Care
Health Unit	"	Media Release: Continue to Watch for Ticks into the Fall
Town of Greater Napanee	"	Resolution: Lyme Disease Awareness Month
AMO	August 27	Watchfile
Health Unit	"	Media Release: Out of province proof of vaccine records
Municipality of South Dundas	"	Notice of Public Hearing- Minor Variance- 9 Ellis Dr.
Municipality of South Dundas	"	Notice of Public Meeting- ZBA 4147 CR 16/Brinston Rd.
Municipality of South Dundas	"	Notice of Public Meeting- ZBA Industrial Rd/ CR 2
Municipality of South Dundas	"	Notice of Public Meeting- ZBA Bell Rd, Brinston
City of Brantford	"	Resolution: Support Participation in "Year of the Garden"
Municipality of North Grenville	August 30	Notice- public meeting: proposed official plan amendment
Health Unit	September 1	Low-cost rabies vaccination clinics held Sept. 22 & 29
Health Unit	"	COVID-19 Vaccine status report- Aug. 31, 2021

RESUMÉ

of correspondence

September 8th, 2021

FROM	DATE	SUBJECT
Canada Post Corporation	Sept. 1	PILT Letter to Municipalities re Education rate 2021
OMTRA	"	PILT Revenue loss due to education rate changes
TWPEC CDC	"	EMT payments to Prescott for River Route Tickets
AMO	"	Proof of Vaccination Certificates
AMO	Sept. 2	Watchfile
Health Unit	Sept. 3	COVID exposure at poker run: Gananoque and Brockville
Health Unit	"	Returning to School – Message from Public Health
Attorney General	Sept. 7	Response: Request for additional levels of lottery licencing
Town of South Bruce Peninsula	"	Letter to Attorney General: Lottery Licencing
Town of Gananoque	"	Resolution: maintain virtual Council/Committee meetings
Town of Plympton-Wyoming	"	Resolution: Support Bill C 313 Ban symbols of hate act
Town of Plympton-Wyoming	"	Resolution: Support affordable internet
eSCRIBE	"	Additional alerts for possible connection issues
AMO	"	Online training – Municipal cyber security forum

RESUMÉ

of correspondence

September 15th, 2021

FROM	DATE	SUBJECT
Health Unit	Sept.8	COVID-19 Vaccine Status Report- Sept. 7, 2021
UCLG	"	Economic Development eNews- Sept. 7, 2021
TWPEC	Sept.9	Johnstown dog park and baseball dugouts official opening
AMO	"	Watchfile
Municipality of Trent Lake	"	Resolution: Support OHIP eye care
Port Colborne	"	Resolution: Phase out Ontario's gas plants
SNC	Sept.13	Level 1 low water advisory in Municipality
MMHA	"	Site Plan Control Guide
Moneris	"	Maintenance Notification
AMO	Sept.15	Indigenous community awareness training
AMO	"	Policy Update- Vaccine certification
Health Unit	"	Local COVID-19 vaccine status report- Sept. 14, 2021

RESUMÉ

of correspondence

September 22nd, 2021

FROM	DATE	SUBJECT
AMO	Sept. 16	Watchfile
AMO	Sept. 17	LAS' Risk Management Symposium- 2021
Township of Scugog	Sept. 20	Resolution: Structure Inventory and Inspections
RBC	Sept.21	Day of reflection 9/30 branches closed; payments affected
Health Unit	"	Media Release: Reduce risk of West Nile Virus
AMO	"	Training: Navigating conflicts as an elected official
Town of Prescott	"	Resolution: support OHIP eye care funding
Health Unit	"	COVID-19 Vaccine Status Report- September 21, 2021

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 2021

Resolution Number: 2021- _____

Moved By: _____

Seconded By: _____

COPY

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

• Report dated August 30 (2021-101)	\$155,775.70
• Report dated August 31 (2021-102)	\$95,490.35
• Report dated September 16 (2021-105)	\$59,765.35
• Report dated September 16 (2021-106)	\$158,110.87
• Report dated September 23 (2021-108)	\$198,192.84
TOTAL:	\$667,335.11

☐ 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
8/30/2021 4:01 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/30/2021
Batch: 2021-00101

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: PAD - Preauthorized Debit					
Proposed Payments:					
Ch		Bell Canada			
		658-2141 08-21	spencerville arena	118.87	
		658-3001 08-21	fd/pw- phone split	136.77	
		658-3055 08-21	admin	441.19	
		536626539 08-21	Cardinal Arena internet	50.79	
		538898923 08-21	Internet spencerville Arena	71.13	818.75
Ch		Canadian National Railway Co.			
		91585381	pw rail crossing maintenance	466.69	466.69
Ch		Director Family Responsibility			
		August 2021	August 2021 garnishees	919.00	919.00
Ch		Hydro One Networks Inc.			
		03768 08-21	ball diamond	31.80	
		19876 08-21	spencerville arena	357.78	
		16052 08-21	johnstown pool	529.62	
		77395 08-21	south centre	601.53	
		02595 08-21	spencerville arena	649.22	
		64439 08-21	wwtp-3207 Windmill	1,825.98	
		10647 08-21	pw-Pittston Shop	435.17	
		18196 08-21	lagoon-2301 RD 21	76.67	4,507.77
Ch		Receiver General For Canada			
		PP 17 2021 PT	PP 17 2021 PT source deduction	6,085.09	
		PP 17 2021 FT	PP 17 2020 FTsource deductions	20,314.96	26,400.05
Ch		Reliance Home Comfort			
		4422619 08-21	rec hot water heater rental	273.91	273.91
Ch		Rideau St Lawrence			
		505-01 07-21	Rec - Dishaw W & H	2,904.82	
		502-00 07-21	ball diamond Cardinal	33.03	
		504-00 07-21	parks 1800 Dundas	33.03	
		496-00 07-21	wwtp-417 Hwy2	44.80	
		290-00 07-21	parks-1700 Dundas	160.82	
		501-00 07-21	fd stn 2	258.15	
		500-01 07-21	cardinal library	324.61	
		231-00 07-21	pw-4035 Dishaw	720.22	
		250-00 07-21	cardinal pool	809.34	
		270-00 07-21	pw-cardinal streetlights	1,804.77	
		464-00 07-21	wwtp-4000 John	5,674.89	12,768.48
Ch		Royal Bank Visa			
		3850-07-21	M. Stubbs - RBC Visa Jul 2021	114.79	
		2719 07-21	R.Williams RBC visa Jul 2021	1,180.87	
		2752 08-21	B. Moore RBC Visa Aug 2021	96.58	1,392.24
Ch		Scotiabank			
		August 23,2021	Recreation Truck Loan Payment	476.46	476.46
Ch		Superior Propane			
		35051734	rec - 4050 Dishaw St	19.78	

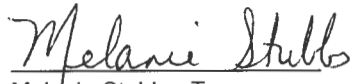
Report Date
8/30/2021 4:01 PM

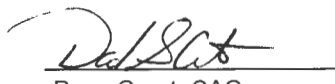
Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/30/2021
Batch: 2021-00101

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		35203443	rec - 4050 Dishaw St	77.85	97.63
Ch		Telus Mobility 16215291155	August 2021	2,353.68	2,353.68
Ch		Township of Edwardsburgh/Cardi PP 18 2021	PP 18 2021 Payroll Clearing	96,608.31	96,608.31
Ch		Workplace Safety & Insurance July 2021	Jul 2021 Premium	8,692.73	8,692.73
				Total for PAD:	155,775.70

Certified Correct This August 30, 2021


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
8/31/2021 2:29 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/31/2021
Batch: 2021-00102

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: EFT - electronic funds transfer					
Proposed Payments:					
EFT		Abell Pest Control Inc.			
		A3527395	Monthly pest control	75.89	
		A3486745	contract pest control	76.76	152.65
EFT		Acklands-Grainger Inc.			
		9003375384	wmpss-fixtures	195.23	195.23
EFT		BFP Inc.			
		4227	fd - extinguisher recharge	28.19	28.19
EFT		Betty Denny			
		066784	rec flags for shownship	326.00	326.00
EFT		Black & McDonald Limited			
		70-1214915	wwpt - monthly PM	395.03	395.03
EFT		Brian Moore			
		August 2021	Glasses - B.Moore Spouse	450.00	450.00
EFT		Burchell's Home Hardware			
		39811	rec- cleaning gloves	28.24	
		39876	rec-park supplies	19.82	48.06
EFT		Caduceon Enterprises Inc.			
		21-10945	rec- spen library testing	33.56	
		21-10946	admin -twp office testing	33.56	
		21-10947	rec- spen arena testing	33.56	
		21-10948	rec- S. Centre Testing	33.56	
		21-10949	ind park testing	134.24	
		21-10951	ind park greenfield testing	378.54	
		21-10950	wtp-water plant testing	1,229.76	
		21-10952	wwtp-john st testing	2,332.84	
		21-10944	fd- stn #1 Testing	33.56	4,243.18
EFT		Cervus Equipment			
		CS49231	pw-T6-PM Service	476.66	
		CS49235	pw-T7 PM Service	510.38	
		CS49236	PM Service T20-3	205.95	1,192.99
EFT		Cody Oatway			
		Aug 2021	fd-DZ license fees	252.75	252.75
EFT		Coville Electric			
		5267	adm-wiring updated main office	2,751.33	2,751.33
EFT		Drummond's Gas			
		2507032	pw - fuel T1	108.02	
		2507086	wmpss-fuel	79.32	
		2250234	ind park fuel	83.00	
		2446110	pw - fuel T1	140.76	
		2446146	rec - truck fuel	96.32	
		2446152	rec - truck fuel	68.55	
		2446199	rec-fuel for tractor	17.56	
		2446226	pw-fuel T19-1	97.00	
		2246229	fd - fuel T3	29.56	

Report Date
8/31/2021 2:29 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/31/2021
Batch: 2021-00102

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		2246230	fd - fuel R1	56.70	776.79
EFT		ET Performance			
		24094	pw-couplings/hoses-GI	262.86	262.86
EFT		Electrical Safety Authority			
		98684184	CSSP quarterly invoice	2,611.79	2,611.79
EFT		Emond Harnden LLP			
		208229	Admin -labour relations	6,152.85	
		208230	adm-WVH Matter	1,367.30	7,520.15
EFT		Evoqua Water Technologies Ltd			
		904959972	wtp-drain tubes	124.10	124.10
EFT		Falcon Security Co.			
		1000071543	wmpss-annual contract renewal	474.60	474.60
EFT		Fire Marshal's Public Fire			
		IN158483	fd- Pump Ops Handbooks	349.06	349.06
EFT		Future Office Products			
		FOP195731	admin copier	525.77	525.77
EFT		G T Automotive			
		044388	wtp- oil change/u-joint repair	273.66	
		044401	rec - oil change	70.78	
		044406	pw-oil change/bulb	158.19	502.63
EFT		G. Tackaberry & Sons			
		K-0338437	pw-Pittston rd KOA culvert/ent	2,986.73	2,986.73
EFT		Grand & Toy			
		S150065	adm-paper&highlighters	102.42	
		S160596	admin-paper & other stationary	100.52	202.94
EFT		Hansler Smith Limited			
		5663546	rec masks for pool & rink	394.32	
		5663727	rec - cleaning supplies	17.94	412.26
EFT		Howard Campbell & Sons Ltd.			
		MR3864	portable rental transfer site	120.00	120.00
EFT		Ideal Pipe			
		429381	pw - culverts & split couplers	1,711.05	
		430300	pw- culvert stock	4,179.95	5,891.00
EFT		J. Quattrocchi & Co Ltd			
		00710216	rec - canteen supplies	277.51	
		00711185	rec- canteen supplies	324.35	601.86
EFT		Jack Watson Sports Inc.			
		706585	rec - guard shirts	97.80	97.80
EFT		K E Bush Construction Ltd.			
		15100	fd-kitchen& radio desk repairs	1,358.72	1,358.72
EFT		Kim Durant			
		June 2021	rec-credit recertification	47.90	47.90
EFT		King Edward Auto Parts			
		6029-202638	fd - wash brush handles	18.03	18.03
EFT		Lifesaving Society			

Report Date
8/31/2021 2:29 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/31/2021
Batch: 2021-00102

Page 3

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		189120	rec - NLS pool test	295.40	295.40
EFT		Limerick Environmental Svcs			
		2021-1105	bin p/u transfer site July2021	2,436.03	2,436.03
EFT		Mac's Convenience Store Inc.			
		137566	pw-fuel	100.02	
		137569	pw -fuel	97.01	
		137575	pw -fuel	105.00	
		137577	T1-19 fuel	40.04	
		137522	rec - gas for truck	93.87	
		137523	pw -fuel T1	101.00	
		137662	es-half ton fuel	36.85	
		137661	pw - fuel T19-1	100.00	
		137668	rec gas for truck	149.01	
		137664	wtp-fuel	90.01	
		137665	wtp - fuel	87.19	
		137669	fd - fuel T9	108.00	
		137666	rec - gas for truck	88.50	
		137670	rec - truck fuel	127.85	
		137671	rec - truck Fuel	23.96	
		137673	ind park fuel	94.61	
		137675	wmpss-fuel	74.66	
		137674	rec - truck fuel	69.00	
		137677	pw - fuel T19-01	94.81	
		137678	ind park fuel	69.00	1,750.39
EFT		Marley Perrin			
		August 2021	August 2021 Cleaning	600.00	600.00
EFT		Morrisburg Plumbing & Heating			
		20487	wwtp-insp on ac units	292.39	292.39
EFT		Norton's Crane Rentals			
		1844	lagoon mowing	915.30	915.30
EFT		Postmedia Network Inc			
		543189	ad for member of C of Adj	158.20	
		544424	adm-committee volunteer ad	158.20	
		545707	passage ward bylaw/open houses	889.88	1,206.28
EFT		Prescott Building Centre			
		2068368	rec-lumber for framing benches	71.09	71.09
EFT		Purolator Courier Ltd.			
		448086452	admin couriers	19.22	
		448063919	es - courier fees	6.61	
		448140924	Courier to Reg gen/supplies	25.83	
		448207413	adm/pw/fd-couriers	112.37	164.03
EFT		R & D Dairies Ltd			
		999.B205695	Rec Canteen supplies	418.93	
		999.B205922	Rec Canteen Supplies	212.64	631.57
EFT		Sands			
		00709068	fd - defib pads & razors	155.94	
		00709167	fd - defib pads	237.30	393.24

Report Date
8/31/2021 2:29 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/31/2021
Batch: 2021-00102

Page 4

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Sani Gear Inc 7827	fd - bunker gear rental	67.80	67.80
EFT		Secureway 12554121	pw - lock service	135.60	135.60
EFT		Selleck Truck & Trailer Repair 118209	fd-backup generator repai stn1	2,374.81	2,374.81
EFT		South Grenville Chamber of 188	Profesional Membership	180.00	180.00
EFT		Spencerville Home Hardware 75651	admin supplies for townhall	10.16	
		75664	waste collection garbage bags	6,318.53	
		75681	rec - pad locks	33.88	
		75730	admin supplies	18.05	
		75750	lagoon - lube oil	45.19	6,425.81
EFT		T.A.S. Communications 0000360059	rec - phone	256.74	256.74
EFT		TNT Dynamite Signs 335816	rec diving board rules	272.78	272.78
EFT		Tenaquip Ltd. 14027690-00	fd - ear plugs & brushes	296.58	
		13927431-01	wwtp-danger & no smoking signs	149.96	446.54
EFT		Tim Allen's Aerial Services 209520	emergency tree limbs removal	678.00	
		20978	pw- treem removal canal bank	1,130.00	1,808.00
EFT		Tribeck Inflatables 157	fd-bounce house/obstacle cours	1,130.00	1,130.00
EFT		Ultramar 05466141707252	pw 802 L col diesel Dishaw	821.25	821.25
EFT		Universal Supply Group 3735 964-363525	wwtp-air filters	176.18	
		964-364094	pw - grease gun	51.95	
		964-364096	pw-oil filter tractor	34.28	
		964-364169	wwtp-air filters	176.18	438.59
EFT		Upper Canada Elevators 21375	rec-lift inspection	260.00	260.00
EFT		Waste Connections of Canada 7150-0000379357	wwtp sludge removal	325.08	
		7150-0000378433	w/d bins & w/d curbside	36,780.27	37,105.35
EFT		Weagant Farm Supplies Ltd. IB42562	rec-parts for tractor	52.53	52.53
EFT		Westburne Ontario 2085911	wpt - parts	33.88	33.88
EFT		Xerox Canada Ltd. 85456056	wwtp- photo copy charges	4.55	4.55

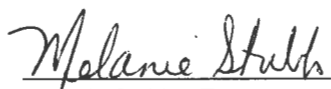
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
				Total for EFT:	95,490.35

Certified Correct This August 31, 2021


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
9/16/2021 9:12 AM

Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: EFT - electronic funds transfer					
Proposed Payments:					
EFT		Abell Pest Control Inc.			
		A35594555	Monthly pest control	75.89	
		A3574800	contract pest control	76.76	152.65
EFT		Beach Home Hardware			
		846936-1	rec - parts for chainsaw	63.26	
		847252-1	weed trimmer line	49.65	
		847913-1	rec-replacment head weed trimm	38.41	151.32
EFT		Burchell's Home Hardware			
		39927	rec - pool supplies	180.61	
		39937	rec- misc supplies	57.32	
		39939	rec grass seed , misc supplies	291.77	
		39955	rec - supplies for aprks	49.21	
		40011	pw - shovel & gloves	30.02	
		40051	wtp/wmpps - supplies	372.80	
		40067	rec - pool chemicals	48.52	1,030.25
EFT		Canadian Union Of Public			
		Sept 2021	Aug 2021 Union dues collected	680.00	680.00
EFT		Cervus Equipment			
		CP184877	rec- part for tractor	1.88	1.88
EFT		Cody Oatway			
		Sept 2021	fd- lunch exp& truck repair T2	323.65	323.65
EFT		Cornwall Gravel Co. Ltd.			
		118477	pw-Gran A- Blair Rd Culvert	155.91	155.91
EFT		Crane Supply			
		14-152350	wwtp-sewer saddles	247.38	247.38
EFT		Drummond's Gas			
		2507059a	fd - fuel R1	0.60	
		2446292	rec - gas for weed trimmer	18.78	
		2446295	fd - fuel T9	78.01	
		2445357	fd -fuel T2	115.46	212.85
EFT		Eastlink			
		16885526	pw/fd phone	153.33	153.33
EFT		Electro Sonic Group Inc.			
		RF1382-03	wwtp- Electronics	82.31	
		S07479-03	wwtp - electronic parts	64.05	146.36
EFT		Eric Wemerman			
		Sept 2021	wwtp - supplies	7.97	7.97
EFT		G T Automotive			
		044465	pw- brake pads & rotors	926.45	926.45
EFT		G. Tackaberry & Sons			
		K-0338658	pw - cross culvert-cedar grove	3,771.24	3,771.24
EFT		Grand & Toy			
		S180273	admin-copier paper/office pads	153.34	

Report Date
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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		S194847	adm/pw - usb flash drives	32.30	
		S196821	adm - stationary-post it notes	50.15	235.79
EFT		Guillevin International			
		2010-690017	wwpt Electronic parts	119.16	119.16
EFT		Hach Sales & Service Canada Lt			
		257626	wtp- repairs	5,316.65	5,316.65
EFT		Hansler Smith Limited			
		5663315	rec - cleaning supplies	65.52	
		5664994	rec - cleaning supplies	58.99	
		5665924	rec - cleaning supplies	107.28	
		5666083	rec - cleaning supplies	63.39	295.18
EFT		Ignite Printing			
		211085	fd - Tee Shirts	1,898.40	1,898.40
EFT		Island City Training & Service			
		172	bylaw enforcement	1,898.40	1,898.40
EFT		JJ Construction			
		3315	Grass Cut -Mainsville Cemetery	322.05	322.05
EFT		Joe Computer			
		146483	Sep Internet Services	380.81	380.81
EFT		Kevin Summers			
		Aug 27, 2021	Retirement Recognition	250.00	250.00
EFT		Kim Durant			
		Sept 2021	Instructor recertificaiton	65.00	65.00
EFT		Mac's Convenience Store Inc.			
		137582	pw fuel T1	115.00	
		137584	pw fuel rec truck	110.00	
		137581	pw - fuel T19-01	110.00	
		137663	pw fuel T19-1	84.00	
		137570	rec - truck fuel	109.66	
		137580	rec - truck fuel	52.90	
		137578	rec - truck fuel	31.30	
		137583	rec - truck fuel	7.66	
		137588	rec - truck fuel	91.67	
		137679	rec - gas for truck	87.82	
		137680	rec - truck fuel	120.42	
		137681	rec - truck fuel	105.01	
		137683	rec-truck fuel	90.45	
		137682	pw fuel T1	115.00	
		137606	rec - truck fuel	146.96	
		137607	wmpss-fuel	96.00	
		137605	rec - truck fuel	24.77	
		137610	ind park fuel	95.00	
		137609	pw fuel T1	94.00	
		137608	rec -truck fuel	111.66	1,799.28
EFT		Mike Spencer			
		Sept 2021	Canteen supplies&candy council	1,441.72	1,441.72

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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Novatech			
		1029464	Planning - General Planning	1,992.47	
		1030141	planning-general planning advi	1,758.85	
		1030142	planning/ec - jobsite challeng	5,072.29	
		1030144	plan-meadowland subdivision	2,871.05	
		1030146	planning - interim control	1,643.59	13,338.25
EFT		OnServe			
		09012021	IT contract services Sep	3,366.70	3,366.70
EFT		PSD Citywide Inc			
		15635	adm-PSD Grants service members	303.40	303.40
EFT		Peter Rainville			
		Sept 8, 2021	C of A A-05-21 & Mileage	62.09	62.09
EFT		Postmedia Network Inc			
		555304	admin - agenda advertising	452.00	452.00
EFT		Purolator Courier Ltd.			
		448259971	adm- courier	14.13	
		448312815	adm/fd-courier	45.91	60.04
EFT		R & D Dairies Ltd			
		999.B206099	Rec Canteen supplies	166.74	
		999.B206322	Rec Canteen Supplies	166.74	333.48
EFT		Smartcell Communications Inc			
		999.B206393	replace admin phone	424.86	424.86
EFT		Spencerville Home Hardware			
		75911	adm-cleaning supplies TH	76.31	76.31
EFT		Steve Polite Sand & Gravel			
		16303	pw -Cedar grove rd culvert	508.50	508.50
EFT		Tenaquip Ltd.			
		14055122-00	wtp- latex gloves	175.96	175.96
EFT		Tim Nason			
		Sept 8, 2021	C of A A-05-21 & Mileage	62.09	62.09
EFT		Top Graphics Design Inc.			
		7781	rec - caps&tops for life guard	893.27	893.27
EFT		Ultramar			
		003916792707253	pw 2797 L col diesel cty22	3,004.79	3,004.79
EFT		Universal Supply Group 3735			
		964-364490	pw - shop towels	137.79	
		964-364608	pw - 12V Terminal L1	229.79	367.58
EFT		Valerie Flay			
		Aug 27, 2021	Recognition V. Flay	250.00	250.00
EFT		Vincera Kennels			
		486653	Aug 2021 Pound fees	1,375.00	1,375.00
EFT		WaterTrax			
		4007 52958	annual subscription	9,353.10	9,353.10
EFT		Weagant Farm Supplies Ltd.			
		IB42937	rec - blades for tractor	89.90	89.90

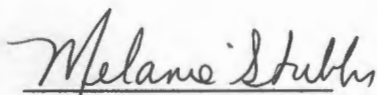
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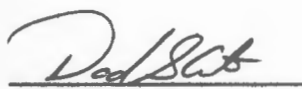
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Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Wendy Van Keulen				
		August 2021		mileage	54.87	54.87
EFT		Westburne Ontario				
		2091665		wtp - parts	58.72	
		2096833		wmpgs-batteries	230.98	
		2104927		wwtp-switch& contact block	219.11	508.81
EFT		Williams, Rebecca				
		Sept 2021		R. Williams eye glasses	423.00	423.00
EFT		Willis Kerr Contracting Ltd.				
		116308		pw-entranceway culverts-Hydman	1,849.53	
		116323		pw-entranceway culverts Hyman	448.14	2,297.67
					Total for EFT:	59,765.35

Certified Correct This September 16, 2021


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
9/16/2021 12:26 PM

Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: PAD - Preauthorized Debit					
Proposed Payments:					
Ch		Bell Canada			
		657-4468 08-21	wtp-water plant Aug 2021 Phone	101.10	
		657-4606 08-21	pw-Pittston shop	118.56	
		657-4850 08-21	wwtp-John St	155.06	
		657-3765 08-21	wwtp-John st	313.72	
		925-5822 08-21	south centre J.Town	106.57	
		657-3210 08-21	cardinal arena	112.51	907.52
Ch		Canadian National Railway Co.			
		91588520	pw - crossing maintenance	653.00	653.00
Ch		Director Family Responsibility			
		Sept 2021	September 2021 garnishees	459.50	459.50
Ch		Hydro One Networks Inc.			
		62670 08-21	wwtp-flett st	40.58	
		25495 08-21	spencerville library	130.04	
		71283 08-21	lagoon- 1 Spencer	156.09	
		03696 08-21	fd stn 1	748.10	
		53082 08-21	lagoon 2803 CR 21	37.12	
		32562 08-21	lagoon 4 Charles	37.22	
		24430 08-21	ball diamonds	90.10	
		27613 08-21	admin-townhall	483.76	
		41324 08-21	parks-CR44 clock	47.23	1,770.24
Ch		Komatsu Financial			
		611831	pw-L1 lease payment	3,447.69	3,447.69
Ch		LBC Capital			
		1810643	Sep 2021 copier lease	183.06	183.06
Ch		Minister Of Finance			
		Sept 2021	Aug 2021 EHT premium	4,742.28	4,742.28
Ch		RBC Loan 21655469008			
		Sept 2021	JR-DR drain loan	1,331.00	1,331.00
Ch		Receiver General For Canada			
		PP 18 2021 PT	PP 18 2021 PT source deduction	6,626.40	
		PP 18 2021 FT	PP 18 2020 FTsource deductions	24,383.64	31,010.04
Ch		Rideau St Lawrence			
		450-00 08-21	wtp-water tower	36.54	
		496-00 08-21	wwtp-417 Hwy2	44.18	
		435-00 08-21	wwtp-172 Henry	142.30	
		501-00 08-21	fd stn 2	212.60	
		231-00 08-21	pw-4035 Dishaw	695.69	
		430-00 08-21	wtp-2000 Dundas	1,561.84	
		502-00 08-21	ball diamond Cardinal	33.03	
		504-00 08-21	parks 1800 Dundas	33.03	
		290-00 08-21	parks-1700 Dundas	147.06	
		500-01 08-21	cardinal library	314.16	
		250-00 08-21	cardinal pool	684.66	

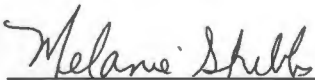
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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		270-00 08-21	pw-cardinal streetlights	1,669.33	
		119-01 08-21	ind park water	7,662.17	13,236.59
Ch		Royal Bank Visa			
		8584 08-21	M.Spencer RBC Visa - Aug 2021	3,008.77	3,008.77
Ch		Scotiabank			
		Sept 7, 2021	Recreation Truck Loan Payment	476.46	476.46
Ch		Scotiabank Loan			
		Sept 2021	ES truck loan 2021	954.08	954.08
Ch		Sun Life Financial			
		Sept 2021	Sep 2021 Monthly Premiums	17,425.18	17,425.18
Ch		Superior Propane			
		35264653	rec - 4050 Dishaw St	105.40	
		35324148	rec - 4050 Dishaw St	79.77	
		35343184	rec - 4050 Dishaw St	19.78	
		35408018	rec - 4050 Dishaw St	131.92	336.87
Ch		Township of Edwardsburgh/Cardi			
		PP 19 2021	PP 19 2021 Payroll Clearing	77,576.26	77,576.26
Ch		Union Gas Limited			
		72780 5 08-21	pw-4035 dishaw card shop heat	25.84	
		69531 2 08-21	fd- 4035 Dishaw St.- stn 2	30.27	
		72687 6 08-21	es-70 Adelaide St	33.90	
		72598 5 08-21	Library - 618 Cty Rd 2	29.47	
		44825 1 08-21	cardinal arena natural gas	242.28	
		44787 6 08-21	wtp-2000 Dundas natural gas	39.56	
		53951 1 08-21	wwtp-4000 John natural gas	191.01	592.33
				Total for PAD:	158,110.87

Certified Correct This September 16, 2021


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
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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
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Bank Code: AP - REVENUE FUND

Proposed Payments:

Ch		1894 Inc. 1224	pw weather app	6,752.88	6,752.88
Ch		1912219 Ontario Inc 927	rec- canteen supplies	157.20	157.20
Ch		2498697 Ontario Inc Sep 17, 2021	CIP Approved Jul 12 A# 5-03-21	1,631.00	1,631.00
Ch		2814639 Ontario Inc 1017	fd - fire hose adaptors	367.23	367.23
Ch		416 Courier 1245	Well Water sample courier	202.50	202.50
Ch		Brokor Farm Aug 24, 2021	Ontario Wildlife Damage Compen	932.40	932.40
Ch		Cleary Feed & Seed 015091	Rec Field Marker	62.68	
		016021	rec- field marker for ball dia	20.89	83.57
Ch		Coca-Cola Refreshments Canada 15174204904	rec - Canteen Supplies	1,684.13	1,684.13
Ch		Colleen Leslie 54	rec-instructor pool course fee	1,350.00	1,350.00
Ch		Conseil Scolaire Catholique de 3rd Qtr 2021	3rd Qtr 2021	13,130.56	13,130.56
Ch		Constant International Inc IN145643	es - wwtp Polymer	2,064.92	2,064.92
Ch		Cornerstone Builders Ltd Aug 31, 2021	refund entranceway culvert	700.00	700.00
Ch		Dave's Reliable Signs Ltd. 23487	pw - 911 signs & posts	1,299.50	1,299.50
Ch		Don Gibson Sep 8, 2021	C of A -Minor Variance A-0521	50.00	50.00
Ch		Douglas & Eleanor Gilmer Aug 24, 2021	Refund R#704-045-09500 2021TIA	1,964.44	1,964.44
Ch		Eastern Ontario Firefighters Aug 20, 2021	2021 EOFA Dues	40.00	40.00
Ch		Fastenal Canada Ltd ONBRC155132	pw - stock items	38.62	38.62
Ch		FireFixx 1282	fd - annual hose testing	2,642.56	2,642.56
Ch		Francois Dagenais Sep 21, 2021	Refund over pd R 030-27901	63.30	63.30
Ch		Grant Custom ID028250/S	fd- fd crests	1,019.26	1,019.26
Ch		Ground Master			

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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		C-11514	pw - spot spraying - parsnip	124.19	124.19
Ch		HW Supplies			
		49882	pw - oil/stock	126.56	
		50149	pw - hyd hoses	100.16	
		50325	pw - brush cutter	42,932.77	43,159.49
Ch		Iron Trade Works Inc			
		1194	fd - annual pump testing	1,604.60	1,604.60
Ch		Kevin Spencer			
		1301	fd - defib pads	115.24	115.24
Ch		Locke's Rentals & Welding			
		16953	pw - plate packer rental	129.95	129.95
Ch		Minister of Finance			
		233008211050053	July 2021 OPP billing	98,534.00	
		180809211026050	Apr-Jun 2021 OPP Credit	2,411.04-	96,122.96
Ch		Ministry of Transportation			
		May-June 2021	MTO ARIS	16.50	16.50
Ch		Motion Industries (Canada) Inc			
		ON17-371059	wwtp parts	257.44	257.44
Ch		Municipality of South Dundas			
		20215049	Drainage - Barkley Drain	2,242.29	2,242.29
Ch		Nadon Societe Professionelle			
		Sep 20, 2021	Over pd2021-634R#702-005-41002	804.76	804.76
Ch		Neil Crowder			
		Sep 7 2021	SR # 2007	395.50	395.50
Ch		Patrick Sayeau			
		Aug 24, 2021	Mileage May-Aug & Expenses	574.22	574.22
Ch		Planes Precast Concrete			
		0000186521	pw-block base - bus stop signs	1,899.30	1,899.30
Ch		Provincial Road Markings Inc			
		14065	pw -white/yellow marking paint	813.60	813.60
Ch		Robin M Yandeau			
		Sep 20, 0201	Fd-first aid/CPR Recerts	380.00	380.00
Ch		Seaway Doors Ltd.			
		36103	pw - repair overhead door	358.21	358.21
Ch		South Grenville Beacon			
		806	admin-water system/wtp-hydrant	268.94	268.94
Ch		Sproule Powerline Construction			
		41560	pw-st light repairs - Adelaide	846.37	846.37
Ch		Stephanie Summers			
		Sep 8 2021	C of A A-05-21	50.00	50.00
Ch		Team Solutions			
		J032917	wwtp- catch basin Reid st	845.69	845.69
Ch		Technical Standards & Safety			
		6821085	rec-license fee for arena lift	250.00	250.00
Ch		Thomson Reuters Canada			


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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		844837548	2021 Planning Legislation	415.80	415.80
Ch		Ventnor Repair Service			
		061159	pw - lift arm repair tractor	1,071.50	
		061165	pw-repairs -mower	537.24	1,608.74
Ch		Walkerton Clean Water Centre			
		3059724	wtp-course exp - E. Wemerman	276.85	276.85
Ch		Watts' Small Engines			
		26122	rec - parts for tracotr	31.52	
		26514	pw - chain saw supplies	41.29	
		26463	rec - weed trimmer parts	60.85	
		26644	pw - trimmer line	115.93	249.59
Ch		Xiliticx Inc.			
		Issued To: Xiliticx Inc.			
		815	pw - patrol app	508.50	508.50
Ch		Yvonne Roddick			
		Aug 24, 2021	James Reilly billed in error	920.04	920.04
Ch		eSCRIBE Software Ltd.			
		3118	it services + prepaid	6,780.00	6,780.00
				Total for AP:	198,192.84

Certified Correct This September 23, 2021


Melanie Stubbs, Treasurer


Dave Grant, CAO

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

BY-LAW NO. 2021-

**“A BY-LAW TO AUTHORIZE ALTERNATIVE VOTING METHODS - VOTING BY
INTERNET AND TELEPHONE FOR THE 2022 MUNICIPAL ELECTION”**

WHEREAS the Municipal Elections Act, SO 1996, Chapter 32, Subsection 42(1)(b) states that the Council of a local municipality may pass bylaws to authorize electors to use an alternative voting method, that does not require electors to attend at a voting place in order to vote; and

WHEREAS Municipal Council deems it appropriate and in the public interest to conduct the 2022 Municipal Election using alternative voting methods, specifically, vote by internet and vote by telephone methods to ensure greater accessibility of all voters to exercise their individual and democratic right;

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

1. That the alternative voting methods of “Vote by Internet” and “Vote by Telephone” are hereby authorized for the Municipal Election to be held in 2022.
2. That this bylaw shall come into force and take effect upon passing.

Read a first and second time in open Council this 27 day of September, 2021.

Read a third and final time, passed, signed and sealed in open Council this 27 day of September, 2021.

Mayor

Clerk

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

“BEING A BY-LAW TO ADOPT A COVID-19 VACCINATION POLICY”

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

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

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

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 11(2) provides that Municipal Councils may pass by-laws for the health, safety and well-being of the inhabitants of the municipality; and

WHEREAS it is deemed desirable for the purpose of providing a safe work environment for Township employees, residents and members of the public with whom the Township interacts with on a regular basis to adopt a COVID-19 Vaccination Policy.

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

1. That the COVID-19 Vaccination Policy attached hereto as Schedule “A” is hereby adopted and shall form part of this bylaw.
2. That this bylaw shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 27 day of September, 2021.

Read a third and final time, passed, signed and sealed in open Council this 27 day of September, 2021.

Mayor

Clerk

TOWNSHIP OF EDWARDSBURGH CARDINAL

COVID-19 Vaccination Policy

Purpose

The Township of Edwardsburgh Cardinal (the “Township”) is committed to providing a safe working environment for our employees, our residents and members of the public with whom we interact with on a regular basis. The purpose of the Vaccination Policy (the “Policy”) is to provide guidelines pertaining to the expectations and requirements of individuals with respect to COVID-19 vaccination and outlining how this policy is incorporated into our overall health and safety plan.

Scope

This policy applies to any individual who is employed by or who represents the Township in any capacity, including but not limited to full-time, part-time, and temporary Township staff, volunteers and all council members.

Definitions

Immunity*: Protection from an infectious disease. If you are immune to a disease, you can be exposed to it without becoming infected.

Vaccine*: A product that stimulates a person’s immune system to produce an immunity response to a specific disease, protecting the person from that disease or reducing the severity of illness and/or the transmissibility of that disease. Vaccines are usually administered through needle injections, but can also be administered by mouth or sprayed into the nose.

Vaccination*: The act of introducing a vaccine into the body to produce an immunity response to a specific disease.

Immunization*: A process by which a person becomes protected against a disease through vaccination. This term is often used interchangeably with vaccination or inoculation.

Individual: Anyone who is employed by or who represents the Township in any capacity, including but not limited to full-time, part-time, and temporary Township staff, volunteers and all council members.

Representative: shall mean CAO or their assigned designate(s).

*taken from Centre of Disease Control and Prevention

Background

The employer, supervisor, and employees all have obligations under the *Occupational Health and Safety Act* to maintain a safe work environment.

As the employer, we have a responsibility to protect all workers and the community in which we operate, and it is for this reason that it is critical that the Township and its staff take all precautions to protect against COVID-19.

Although being fully vaccinated does not eliminate the risk of becoming infected, it does greatly increase the ability of the body to actively respond to and reduce the severity of the infection, compared to the non-vaccinated.

The Township is actively promoting vaccination to:

- 1) Reduce employee absences due to illness; and
- 2) Ensure sustained workplace productivity; and
- 3) Keep the workforce healthy by preventing employees from getting COVID-19; and
- 4) Boost workplace morale.

Vaccination should be viewed as another layer of protection used in conjunction with and not as a substitute to primary precautionary measures.

Primary precautionary measures include good hygiene practices, physical distancing, wearing a mask when physical distancing is not possible, and staying home when feeling sick.

COVID-19

COVID-19 is defined as the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2). As COVID-19 has spread, mutations have occurred in the virus's genetic code, resulting in several new variants of COVID-19. In this Policy, COVID-19 refers to both the initial COVID-19 virus and all of its mutations/variants.

COVID-19's incubation period is usually five to seven days but can range from one to fourteen days. Individuals may spread COVID-19 within fourteen days of contracting the virus and may develop symptoms any time within those fourteen days. Although some people may not develop symptoms (i.e., are asymptomatic), they may still spread the virus. Common symptoms of COVID-19 include the sudden onset of a high fever, chills, sore throat, fatigue, and a dry cough. These symptoms may be accompanied by other symptoms such as body aches, loss of taste and smell, and diarrhea. More serious symptoms include difficulty breathing or shortness of breath, chest pain, and loss of speech or movement. In some cases, COVID-19 can be fatal.

The COVID-19 vaccine is one of the most effective ways to prevent transmission of and infection by COVID-19. Canadian public health authorities have stated that vaccines are safe, have few side effects, and have a high rate of effectiveness.

Vaccine Requirement

It is the policy position of the Township to strongly recommend and encourage all staff to become vaccinated to protect against COVID-19, as recommended by the Local Medical Officer of Health and the Chief Medical Officer of Health for the Province.

In the case of an individual who has been offered the vaccine and chosen not to be vaccinated, the Township will review the information and may implement necessary actions up to and including restricting access to the workplace, placing the individual on an unpaid leave of absence, and/or modifying or terminating their contract of employment.

Vaccination Status

Individuals are required to disclose the status of vaccination (full, partial, non) to their appropriate representative by September 30, 2021.

The process for disclosing and recording status is as follows:

- 1) Individual meets with the appropriate representative;
- 2) Present a valid vaccination record provided through the Ministry of Health;
- 3) Appropriate Representative completes Vaccination Status form found in schedule A of this document;
- 4) Individual and Representative sign-off on form; and
- 5) Completed form will be kept in individual's confidential human resource file.

Non-Vaccinated or Partial Vaccinated Testing Protocol

Any employee who is not fully vaccinated must complete regular rapid antigen point of care testing for COVID-19, at a minimum of once every seven days or such shorter period as directed by the Township, and provide verification of the negative test result to their department manager on a weekly basis or such shorter period as directed by the Township.

The testing frequency will be based on public health and provincial guidance documents on best practices. The individual will be required to produce a negative result from a recognized and approved testing method 24 hr prior to attendance at township meetings and/or start of the workweek.

Accommodations

The Employer will assess any request for accommodation related to this Policy in accordance with its obligations pursuant to the *OHRC*. The Township reserves the right to request such information as it deems necessary for such purposes. Accommodation requests will be assessed on a case-by-case basis.

Employees requesting accommodation in relation to this Policy must:

1. Disclose to the Township their need for accommodation;
2. Provide the required supporting information/documentation to substantiate the reason(s) that they are unable to receive a COVID-19 vaccine; and
3. Cooperate and participate in the Employer's efforts to accommodate, including by accepting reasonable accommodation.

Any information or documentation provided during the accommodation process will be held in the strictest confidence, to be shared only on a "need to know" basis to facilitate the accommodation process.

Supporting Documentation

For the purposes of this policy, required supporting documentation will be:

1. Written proof of a medical reason, provided by a physician or registered nurse practitioner that sets out:
 - a) a documented medical reason that the employee cannot be vaccinated against COVID-19; and
 - b) the effective time-period for the medical reason (i.e. permanent or time-limited).
2. Written documentation from an ordained member of the religious faith or denomination, deemed acceptable by the courts, will be required for a religious exemption.

The Township may request further information as necessary for the purposes of determining an accommodation request, including information beyond that requested in Schedule A.

Non-Compliance

Individuals failing to follow this policy may be subject to disciplinary action up to and including termination of employment.

Progressive Steps

1. Education
2. Support
3. Correction
4. Discipline

Confidentiality

Information relating to an individual's proof of vaccination and/or the reason(s) for not receiving a COVID-19 vaccination will remain in their confidential Human Resources file for the purposes of ensuring the safety of the Township's employees, contractors, and local communities, in the event of a COVID-19 outbreak.

Related Policies

The Township and all employees shall continue to comply with all existing COVID-19 infection prevention measures in place, as amended from time to time, and this Policy shall be read in conjunction with such policies, measures, and directives.

COVID-19 Related Illnesses or Absences

The same rules that apply under collective bargaining agreement and non-union personnel policy for other illnesses or absence shall apply for COVID-19 related illnesses or absences.

Review and Modification of Policy

The Township will review this Policy on a regular basis and reserves the right to modify its contents at any time, based on current available public health information and recommendations, any further legislative amendments, and operational requirements.

Contact for Interpretation

Contact your immediate supervisor with any questions relating to the interpretation of this policy.

See Schedule A – Township Vaccination Status Form

Schedule A – Township Vaccination Status Form

Name: _____ Date: _____

Vaccination Status (please check one)

_____ Full _____ Partial (Complete Part A) _____ None (complete Part A and B, **or** C)

Part A: Next Scheduled Dose: _____

Part B: Next Scheduled Dose: _____

Part C – Reason: _____ medical _____ religion/creed

By signing below, I _____ (print individual name) am attesting that the information provided above is truthfully to the best of my knowledge and the organization can use this information as a valid record of my vaccination status. I acknowledge that failure to submit this form in accordance with the Policy or knowingly submitting false information on this form may result in disciplinary action up to and including termination of employment.

Individual Signature: _____

Representative Name: _____

Representative Signature: _____

Full Vaccination: means the individual has received (2) two doses of an approved vaccine and 14 days have passed since second dose.

Partial Vaccination: means the individual has received only (1) dose or (2) doses of an approved vaccine and the 14 day period has not ended.

Non-Vaccinated: means the individual has not received any approved vaccine doses.

Approved COVID-19 Vaccines

Moderna
Pfizer-BioNTech
AstraZeneca/COVISHIELD
Janssen (Johnson & Johnson)

Additional Notes:

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

BY-LAW NO. 2021-

**“BEING A BY-LAW TO ADOPT A HAZARDOUS INCIDENT INVESTIGATION
PROCEDURE”**

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

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

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

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 11(2) provides that Municipal Councils may pass by-laws for the health, safety and well-being of the inhabitants of the municipality; and

WHEREAS it is deemed desirable to adopt a Hazardous Incident Investigation Procedure.

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

1. That the Hazardous Incident Investigation Procedure attached hereto as Schedule “A” is hereby adopted and shall form part of this bylaw.
2. That this bylaw shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 27 day of September, 2021.

Read a third and final time, passed, signed and sealed in open Council this 27 day of September, 2021.

Mayor

Clerk

1. Purpose

To outline the responsibilities and actions necessary to recognize and report hazardous incidents, take actions at the scene of hazardous incidents, and investigate the causes of hazardous incidents. Understanding and following this procedure will ensure that the required notifications are made, thorough investigations are conducted, and root causes of hazardous incidents are identified, to prevent their reoccurrence.

2. Scope

This procedure applies to all Township Employees involved in a hazardous incident, Township Supervisors, Managers, and Chief Administrative Officer (CAO) who are responsible for the safety of employees and other persons affected by a hazardous incident.

This procedure does not include incidents involving workplace harassment, sexual harassment, or violence. These are covered by other Township procedures.

This procedure does not apply to the care and treatment of injured or ill persons, injury reporting under the Workplace Safety and Insurance Act, remediation of damaged equipment or facilities, or responsibilities enacted during an emergency declaration. These are covered by other Township policies and programs for first aid training, human resources, and emergency action plans.

3. Definitions

The following terms are defined as follows in this procedure:

- 3.1. **CAO** means Township Chief Administrative Officer
- 3.2. **Critical Injury** means an injury of a serious nature that places life in jeopardy, produces unconsciousness, results in substantial loss of blood, involves the fracture of a leg or arm but not a finger or toe, involves the amputation of a leg, arm, hand or foot but not a finger or toe, consists of burns to a major portion of the body, or causes the loss of sight in an eye.
- 3.3. **Hazardous incident** is an occurrence, condition, or situation arising in the course of work that resulted in, or could have resulted in injuries, illnesses, fatalities, or damage to equipment or properties.
- 3.4. **JHSC** means the Joint Health and Safety Committee
- 3.5. **MLTSD** means the Ontario Ministry of Labour, Training, and Skills Development.
- 3.6. **OHSA** means the Occupational Health and Safety Act
- 3.7. **Township** means the Corporation of the Township of Edwardsburgh Cardinal.
- 3.8. **Township Employees** includes individuals who are employed by or who represent the Township in any capacity, including but not limited to directors, managers, supervisors, and all full-time, part-time, and temporary workers and staff.
- 3.9. **Township Management** includes individuals who are employed by or who represent the Township in capacities of owner, employer, constructor, or supervisor, all as defined in OHSA.

4. Responsibilities

- 4.1. **Township Employees** are responsible to support this procedure with the following actions:
 - 4.1.1. Participate in training or review this procedure to be aware of all requirements.
 - 4.1.2. Promptly report all hazardous incidents.
 - 4.1.3. Cooperate in good faith with hazardous incident investigations.
- 4.2. **Township Management** are responsible to implement this procedure with the following actions:
 - 4.2.1. Provide information and instruction to Township Employees on the responsibilities and procedures in this procedure that are relevant to their functions.
 - 4.2.2. Receive notices regarding hazardous incidents and determine the scope and any special requirements that may apply.
 - 4.2.3. Provide regulatory notifications for hazardous incidents resulting in critical injuries, or for any reported occupational illness.
 - 4.2.4. Create an investigation team appropriate to the complexity and circumstances of the hazardous incident and provide support to the team during the investigation.
 - 4.2.5. Review hazardous incident investigation reports and determine implementation plans.
 - 4.2.6. Administer discipline to Township Employees as required based on the results of the investigation report, and other relevant information.
 - 4.2.7. Communicate the results of hazardous incident investigations and implementation plans, and provide additional regulatory notifications as required.
- 4.3. The **Incident Investigation Team** is responsible to investigate hazardous incidents as follows:
 - 4.3.1. Secure the scene of hazardous incidents and gather relevant information on the circumstances surrounding hazardous incidents.
 - 4.3.2. Conduct an investigation appropriate to the complexity and circumstances of the hazardous incident
 - 4.3.3. Issue a report of findings and recommendations regarding the hazardous incident.

5. Procedure

- 5.1. **Township Employees** who are involved in or who are witness to a hazardous incident must promptly report it as follows:
 - 5.1.1. Provide a verbal report of a hazardous incident to an available Township Management person as soon as it is safe to do so. This would normally occur immediately following any calls for emergency assistance, movement to a safe position or area, or deployment of immediate medical treatment, all as required by the circumstances of the hazardous incident.
 - 5.1.2. The Township Employee must contact their immediate supervisor by telephone. If the immediate supervisor is not available to answer the call, they must make additional calls to Township Management until the verbal report has been successfully provided.
 - 5.1.3. Provide details of the hazardous incident that are known at the time of the verbal report, including time of the incident, nature of the of the incident, persons involved, injuries, fatalities, emergency services contacted, and assistance required.
 - 5.1.4. Follow additional instructions as may be specified by the Township Management following the verbal report.
 - 5.1.5. Written statements are required by all persons involved and those who witnessed the hazardous incident. Statements must be factual, thorough, and provided in good faith to the Incident Investigation Team as soon as possible.
- 5.2. The **Township Management** person who receives a verbal report of a hazardous incident must take the following actions:
 - 5.2.1. Document the information provided by the Township Employee.
 - 5.2.2. Determine if the hazardous incident has resulted in a critical injury or fatality to a person. If so, the following actions are required:
 - 5.2.2.1. Provide instructions to ensure that the scene of the incident is secure. OHSA requires that no person may interfere with, disturb, destroy, alter or carry away any wreckage, article or thing at the scene of or connected with the occurrence until permission so to do has been given by the MLTSD inspector, except for the purpose of saving life or relieving human suffering, maintaining an essential public utility service, or preventing unnecessary damage to equipment or other property.
 - 5.2.2.2. Notify the MLTSD by telephone at 1-877-202-0081.
 - 5.2.2.3. Notify the JHSC by telephone. A worker member of the JHSC is required to attend the scene of the incident, and to issue a report of findings to the MLTSD and to the JHSC. This may normally occur in conjunction with the Township investigation.
 - 5.2.2.4. Notify the appropriate Township emergency response personnel following emergency action plan requirements.

- 5.2.3. Select an Incident Investigation Team that is appropriate to the complexity and circumstances of the hazardous incident.
 - 5.2.3.1. Typically, teams are led by a Township Supervisor or Manager who is knowledgeable about the operations involved in the hazardous incident, with support from JHSC members representing workers and management.
 - 5.2.3.2. For very simple incidents that do not have potential for significant injury or loss, a team may be comprised of a Township Supervisor and a JHSC worker member.
 - 5.2.3.3. More complex incidents that involve or have the potential to involve multiple parties or injuries, serious or critical injuries, or significant losses require a larger team. This may include additional members for collecting statements and gathering information from the incident scene, JHSC worker members, and personnel with expertise in processes or equipment involved with the incident or scene of the incident.
- 5.3. **Incident Investigation Team** members are responsible to investigate hazardous incidents following the approach outlined below:
 - 5.3.1. Secure the scene of the hazardous incident:
 - 5.3.1.1. Shut down non-essential activities that may interfere with the data collection process.
 - 5.3.1.2. Segregate all parties involved in the incident and witnesses before their interviews are conducted.
 - 5.3.1.3. Provide persons with a note pad and ask them to write an account of their observations regarding the incident and circumstances just before the incident occurred. This must be done as soon as possible after an incident.
 - 5.3.2. Interview all parties and witnesses involved in a hazardous incident, using the following principles:
 - 5.3.2.1. Interview persons individually, and as soon as possible while information is fresh in their minds.
 - 5.3.2.2. Put the person at ease by explaining the purpose of the investigation (e.g., determine the causes of the incident to help prevent it from reoccurring). Explain that you will be taking notes during the interview to ensure that details are captured.
 - 5.3.2.3. When asking questions, do not lead a person to a particular conclusion by asking multiple-choice questions. Instead, use open-ended questions, for which replies cannot be yes or no.
 - 5.3.2.4. Do not cut off a person verbally. Return to details after they have finished speaking.
 - 5.3.2.5. Never allow a person to physically re-enact the accident. This could lead to another injury. Ask for descriptions in words only.

- 5.3.2.6. Ask persons to describe the work or tasks as they occurred before the incident, and to describe any unusual circumstances that may have occurred, or practices that may have been different than specified in procedure or training. Avoid using judgemental words such as mistakes or errors.
- 5.3.3. Following completion of interviews, the **Lead Investigator** must consult with the **Township CAO** to determine if any of the parties involved in the hazardous incident should be asked to leave the workplace for a period to reflect on their role in the incident, or to recuperate following the incident.
- 5.3.4. Gather evidence from the incident scene:
 - 5.3.4.1. Observe and note site conditions, including weather (e.g., temperature, wind direction, humidity, fog) presence of substances (e.g., hazardous substances, odours, standing water, ice, oil, loose gravel), nearby activities (e.g., traffic, construction, noise), overhead features (e.g., crane, structures, power lines), lighting (e.g., inside lighting, outside brightness or lighting), housekeeping (e.g., storage or locations of supplies, tools, debris), condition of equipment involved in the incident (e.g. tools, machine guarding, ladders, structures, vehicles), and damage caused by the incident (e.g., deformed contact areas, paint marks), presence of safeguarding measures or protective equipment (e.g. energy isolation locks, fall protection harnesses, anchor points).
 - 5.3.4.2. Photograph all areas of the scene from different perspectives and overhead if possible. Photograph details of observations noted in the previous section.
- 5.3.5. Collect information that relates to actions of persons involved in the hazardous incident, including the following:
 - 5.3.5.1. Logs of personnel locations or movement, and related activities.
 - 5.3.5.2. Video logs of activities.
 - 5.3.5.3. Procedures covering related activities.
 - 5.3.5.4. Personnel training records for related activities
 - 5.3.5.5. If required, obtain additional information from subject matter experts or persons with advanced knowledge of the process, equipment, or systems involved (e.g., structural engineer, electrician, equipment operator, chemist, fire prevention specialist, road safety engineer).
- 5.3.6. Combine information collected and identify incident causation factors, including the following considerations:
 - 5.3.6.1. Physical and environmental factors (e.g., extreme weather, poor traction or grip of surfaces, unsecured objects, restricted space, presence of contaminants, insufficient ventilation, poor

or excessive illumination, exposed energy source, high noise levels).

5.3.6.2. Job factors (e.g., repetitive motions, awkward working position, excessive bending, lifting, or reaching, competing job demands, excessive job demands, intrinsic job hazards, incomplete equipment safeguarding, poor condition of tools, improper tools provided, inappropriate protective equipment, unsuitability of procedure, inadequate storage space, equipment failure, inadequate level of hazard awareness, inadequate maintenance, inadequate training or qualifications, low level of skill achieved).

5.3.6.3. Behavioural factors (e.g., eyes not on task, rushing, poor balance, traction or grip, improper tools selected, use of defective equipment, improper use or condition of protective equipment, inadequate fitness for function, hazardous clothing, fatigue, altering equipment, lack of housekeeping, hazardous technique, hazardous body position, procedure not followed, inappropriate conduct, unsupported loading, rigging, or stacking).

5.3.7. Analyze the gathered data and the contributing factors to identify root causes that answer the question of how and why the hazardous incident occurred. Several models are available to assist with the analysis, depending on the complexity of the incident (e.g., loss causation model, 5 whys analysis, fishbone diagram, Swiss cheese model).

5.3.8. Determine corrective action recommendations to prevent a reoccurrence of the hazardous incident.

5.3.8.1. The corrective actions selected should address the root causes identified in the incident analysis.

5.3.8.2. Consult with persons knowledgeable about, or responsible for implementing the selected corrective actions.

5.3.9. Write a report containing a summary of the hazardous incident, losses and injuries, investigation findings, identified root causes, and corrective action recommendations.

5.3.10. Complete and submit a hazardous incident report.

5.3.10.1. For normal hazardous incident investigations, an interim or final report must be submitted to the Township CAO and JHSC within 4 days after the incident occurrence.

5.3.10.2. For an investigation involving a person who is killed or critically injured at the workplace, a copy of the hazardous incident report must be provided to the MLTSD within 48 hours after the incident occurrence.

5.4. Following completion of the investigation interviews, the **Township CAO** must determine if any of the parties involved in the hazardous incident should be asked to leave the workplace for a period to reflect on their role in the incident, or to recuperate following the incident.

- 5.5. The **Township CAO** is responsible to review the hazardous incident investigation report and take necessary actions, including the following:
- 5.5.1. Promptly review and consider the investigation report to determine corrective actions and establish an implementation plan.
 - 5.5.2. Determine if disciplinary measures are necessary for contraventions of policy, procedure, qualifications, or training that have resulted in a hazardous incident, or increased the severity of injury or other losses. Other considerations may include workplace history of incidents, Township Representative position, severity of the incident, and the Township progressive discipline policy. Confidentiality must be maintained for all communications containing disciplinary measures.
 - 5.5.3. Arrange for an in-camera meeting with Township Council, and present the findings of a hazardous incident report and recommendations to council within 5 days after the incident occurred.
 - 5.5.4. Communicate results of the investigation report and implementation plan to JHSC and others who have responsibilities under the investigation report or implementation plan.
 - 5.5.5. If necessary, because of the type of injury or illness, provide additional regulatory notifications as follows:
 - 5.5.5.1. If the employer is advised that a worker has an occupational illness, or that a claim in respect of an occupational illness has been filed with the WSIB, provide notice in writing to the MLTSD and to the JHSC within 4 days of being so advised.
 - 5.5.5.2. For a non-critical injury, where a person is disabled from performing their usual work, or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, send a written notice of the incident to the JHSC, and if specified by an MLTSD inspector, to the MLTSD, both within 4 days of the incident.

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

BY-LAW NO. 2021-

**“A BY-LAW TO AMEND BY-LAW 2020-78 TO APPOINT MEMBERS AND
REPRESENTATIVES TO CERTAIN BOARDS AND COMMITTEES”**

WHEREAS By-law 2020-78, being a bylaw to appoint members and representatives to certain boards and committees was passed by Municipal Council at its regular meetings of December 14, 2020;

AND WHEREAS it is deemed expedient to amend said bylaw;

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

1. That Section 1: “Committee of Adjustments” be amended as follows:
Removal of: Patricia Grant
2. That all other provisions of by-law 2020-78 shall remain in force and effect.
3. That this bylaw shall come into force and take effect upon passing

Read a first and second time in open Council this 27 day of September, 2021.

Read a third and final time, passed, signed and sealed in open Council this 27 day of September, 2021.

Mayor

Clerk

**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 – MINISTER OF INFRASTRUCTURE – FOR THE INVESTING
IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT
INTAKE”**

WHEREAS the Township of Edwardsburgh Cardinal has received funding from the Minister of Infrastructure for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake; 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 Minister of Infrastructure;

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 COVID-19 Resilience Infrastructure Stream – Local Government Intake Projects 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 27 day of September, 2021.

Read a third and final time, passed, signed and sealed in open Council this 27 day of September, 2021.

Mayor

Clerk

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

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of The Township of Edwardsburgh/Cardinal

(CRA# 108132341)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a COVID-19 Resilience Infrastructure Stream – Local Government Intake stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project, as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
 - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement. The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
- (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
- (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iv) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

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

AFFIX
CORPORATE
SEAL

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

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

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

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

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

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation,

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

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of the Project that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means the undertaking described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.

- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2023.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum

Funds;

- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for the Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures

proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded; and
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

- A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:
- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
 - (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
 - (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).
- A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.
- A.5.6 **Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

- A.6.1 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:
- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of

the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

- (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained

from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to 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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of 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 all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless

the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 Waiver Applies. If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 No Authority to Represent. Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the

Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under

the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and

Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

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

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iii) any other Reports requested by the Province in the format specified; and

- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments).

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

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

B.3.0 ADDRESSEES

B.3.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit Email: ICIPCOVID@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Chief Administrative Officer Address: 18 Centre Street/Rue, ON, Spencerville, K0E1X0 Email: dsgrant@twpec.ca

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

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Recipient will carry out the Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for the Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

C.2.0 PROJECT STANDARDS

C.2.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 Province’s and Canada’s Consent. Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

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

(a) Project Overview and Financial Information

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maxim Contribution (\$)	Percentage of Provincial Support (%)
2020-12-1-1468399629	Cardinal Waterfront Multi-Use Path	03/18/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

(b) Project Description

The Recipient will construct a multi-use, accessible pathway along the waterfront and install park benches, planters and shade areas.

Project activities include construction of an approximate 450-meter multi use accessible path along the waterfront that connects two existing parking lots to a lookout point. The path will also connect to Legion Way to form a complete walking/cycling loop around the Waterfront area. This project will include installation of park benches/planters and shade areas for rest, relaxation and enjoying the scenic view of the St. Lawrence River.

Outputs of this project are increased types of outdoor activities that can be enjoyed in the area, improved general quality of life in the community, meeting or exceeding accessibility standards, and providing an area to residents that promotes healthy activity while social distancing.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:
 - (i) Estimated total Eligible Expenditures;
 - (ii) Total Eligible Expenditures to date;
 - (iii) Progress tracker (e.g. percent completed);
 - (iv) Construction Start and end dates (forecasted/actual); and
 - (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been Incurred in accordance with the Agreement.

- (b) **Claim Reports.** The Recipient, with respect to the Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement;
 - (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
 - (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D1.1(a), if such submission complies with all other terms and conditions of the Agreement.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian

Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for the Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2023;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for a terminated or cancelled Project;
- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:

- (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for the Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of the Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“Asset Disposal Period” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of the Project.

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of the Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** Following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** The Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

CAO's ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

Senior Management Team	Working on 2022 capital projects and updating 5-year capital plan. Development of vaccination policy.
Digital Service Squad	The South Grenville Digital Service Squad Member, Elizabeth Lawless, is off to a great start in her first month onboard. As of September 17 th , 43 Businesses have been engaged (17 in TWPEC) and 27 have started their Digital Assessment with the Digital Main Street Program (7 in TWPEC). Ten have completed a pre-approval submission for the Digital Transformation Grant (5 in TWPEC).
OLT Appeal – David Street	An appeal has been made to the Ontario Land Tribunal in regards to Council's decision on the zoning amendment for 32 David St. Staff are working to file the necessary documents to the Tribunal.
OLT Appeal – Dissolve Ward System	An appeal has been made to the Ontario Land Tribunal in regards to dissolving the Ward system. All required documents have been submitted to the Tribunal.
Zoning Bylaw Review	The draft zoning bylaw was circulated to the prescribed agencies/partners and feedback was requested by September 30 th . Novatech is reviewing all feedback, including comments from the open house meeting, and preparing a draft for Committee review. This is tentatively scheduled for the November CDC meeting.
Meadowlands North	A public meeting was held on September 16 th to hear comments on the proposed Meadowlands North subdivision revisions and zoning amendment. The applicant indicates that a follow up report is being prepared and Novatech is reviewing all comments received to date. Staff anticipate that this will be on CDC's agenda on October 4 th .
Edwardsburgh Developments	A request has been made for minor revisions to the approved draft plan for the Edwardsburgh Developments subdivision, on Shanly Rd in Cardinal. Staff and Novatech are working on a report to CDC for October 4 th .
Committee of Adjustment	The Committee of Adjustments will meet on October 6 th to review an application for Minor Variance on South Street in Spencerville. This is a requested condition of severance application B-80-21.
Commuter Transit Pilot Project	With only a few weeks in operation, the River Route has an average ridership of 9 riders per day. The goal for sustainability is 25 riders per day. The Marketing subcommittee is working to gather more specific feedback on frequently used stops, timing, and what the public is using this transportation for. With a few more weeks in service, changes in the route could be made based on these findings. River Route has been advertised through each participating Township's social media channels, and the Town of

	Prescott has purchased additional advertising through radio and newspaper.
Job Site Challenge	Representatives from Newmark and Ministry of Economic Development, Job Creation and Trade will be conducting a site visit on October 7. Final arrangements and schedule is in progress.
Building	142 building permits have been issued to date.
Bylaw	The BLEO continues to address, educate, and issue notices and orders within the Township for properties that require compliance with various bylaws, focusing on clean yards, animal control, and derelict vehicles. BLEO attended 3 virtual first court appearances in September. BLEO continues to complete the weekly reports under the EMCPA and ongoing changes with provincial regulations.
Upcoming meeting schedule Time – 6:30pm unless noted otherwise	Monday, October 4 – Community Development Committee Wednesday October 6 – Committee of Adjustment 4pm Tuesday, October 12 – Committee of the Whole, Admin/Finance Monday October 18– Committee of the Whole, PW/ES/F Wednesday, October 20 – Port Management Committee Monday, October 25 – Regular Council

TREASURY

ICIP COVID agreement	The Transfer Payment Agreement is before Council tonight. Once a fully executed agreement is in-place, the Treasurer will be able to submit a progress and claim report for the phase 2 pathway work.
MPAC webinar	Treasurer participated in a MPAC webinar on the policy paper related to the introduction of a small business property tax subclass. Further discussions will be held with the UCLG treasurer group

FACILITIES/RECREATION

OTF Application	Staff is submitting a grant application to Ontario Trillium Fund to upgrade the tennis courts in Johnstown and Cardinal to multi-purpose surface. Deadline is Sept 29th
Remembrance Day Banners	5 banners placed in Cardinal, 2 at the cenotaph & 3 down around Legion, In Spencerville we added two near the Townhall and 3 on poles near the Legion. They will remain up till the end of November.
Staffing	New hires have started and will continue to train alongside current staff. Part-time staff training continues with new hires as well.
Spencerville Arena	Ice plant turned on September 20 th , and operations are on schedule to open on October 2 nd .
Public Skating	Friday nights in Cardinal from 6pm-7:30 pm and on Sundays in Spencerville from 2pm- 3:30PM. This is a ½ hour longer than normal based on good participant turnout.

Flower Baskets	All baskets were removed last week, the Mega Flower bed and other areas will be cleaned up this week coming.
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OPERATIONS – PUBLIC WORKS

Hot Mix Program	Hot mix program was completed.
Equipment	Final fitting for the Brush head to the High-hoe is complete. The unit has been put into service and working well.
Tenders and RFQs	Sidewalk and Parking lot plowing are complete and before Council tonight. Winter sand supply and hardtop patching were awarded at a Special Council Meeting on September 20 th .
Transfer Site	Two full loads of Tires were removed from the Scott Road Transfer site this month by Trillium Environmental. Jp2g, the Township's landfill site consultant, has submitted an ECA application for the new Scott Road Transfer Site.
Line Painting	Staff have secured paint and line painting is currently underway in Cardinal.
Drainage	Johnstown Drainage Public Consultation Meeting was held on September 23 rd at the South Edwardsburgh Community Centre.
	The Spencerville Drainage Project received South Nation Conservation approval and the MECP ECA application review is in progress.
Sidewalks	Safesidewalks Canada has completed the sidewalk inspections and report is under review.

OPERATIONS – ENVIRONMENTAL SERVICES

County Rd. 2 Project	The ICIP Green stream application has been submitted. The County Road 2 Tender for engineering services and contract administration was issued September 14 th and closes October 5 th .
Cardinal Wastewater Treatment Plant	GAL completed semi-annual servicing of generator. Brockville Fire Protection completed fire extinguisher inspections. Black & McDonald completed quarterly boiler service. Terrapure completed semi-annual biosolids removal.
Cardinal Water Plant	GAL completed semi-annual servicing of generator. Replaced chlorine transfer pump. Brockville Fire Protection completed fire extinguisher inspections. Annual management review for DWQMS completed. Bell Canada repaired phone line.

Cardinal Distribution System	Fall hydrant flushing (ongoing) Falcon Security replaced communicator at the Cardinal Water Tower.
Industrial Park Water System	Annual fire system flow testing successfully completed at Giant Tiger. Annual management review for DWQMS completed.
Windmill Pumping Station	Falcon system replaced communicator. Installed sump pump in pipework chamber. Held on site engineering meetings for pump upgrade work.
Spencerville Wastewater System	GAL completed semi-annual servicing of generator. Remove and unplug pumps at Spencerville Pumping Station # 2. Brockville Fire Protection completed fire extinguisher inspections.
Cardinal Sewer and Storm Collection System	GAL completed semi-annual servicing of generator. Repair sewer manhole on Reid Street. Replaced battery on Generator at Adelaide St Pumping Station. Brockville Fire Protection completed fire extinguisher inspections. Mapping out storm main system in Cardinal.

OPERATIONS – MUNICIPAL DRAINS

Ferguson Drain	A request has been made to an engineer under section 65 of the Drainage Act to apportion the assessment of severances that have occurred since the final revision of engineer's assessment.
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FIRE DEPARTMENT

Pandemic	We continue to conduct screening/temp checks for non-emergency events, social distance and mask use as much as reasonably possible. No Covid-19 cases have been reported in the FD this year.
Training	Five members with some daytime availability completed NFPA 1002 Pumper Operations course through the Leeds 1000 Islands regional training center. Captain Bruce and Chief participated and are now OFC Adjunct Instructors for the program. Four members recertified on First-Aid. Limited in person training has resumed in small groups
HR	Received the resignations of senior members Ralph Dukelow (59 years) and Dan Connelly (17 years). This year's Women's firefighter bootcamp has been cancelled due to a lack of applications.

Fleet	All large apparatus' have received annual service and CVOR safety inspections.
	A second oil analysis on Pumper 1 again found fuel and coolant contamination. In consultation with the dealer, it is believed the most likely source for this contamination is fuel injector cups and O-rings. The unit is currently at Rush Truck Center to have these items inspected/replaced. The truck will be out of service for several days. Pumper tanker 7 has been moved to station 1 and will act as the lead pumper in the interim.
	Annual pump testing has been completed. All units performed well and pumped above their rated capacities. A follow-up visit will be scheduled in the near future to complete some minor repairs.
	The Dodge Ram ordered to replace Truck 8 now has an eta of Oct/Nov 2021.
Fire Prevention	Fire Prevention Week plans are under way. We will be visiting Centennial 67 on October 8.
	Proactive inspections continue as time allows and complaint/request upon receipt.
	The County Fire Prevention Committee has print and radio ads in development for a Fire Prevention Week campaign.
Other	The Fire Department organized the Spencerville Fair touch-a-truck event with 17 items on display.
	The EMS bootcamp is scheduled to take place on October 7 at station 1/Spencerville fairgrounds.
	The Fire Department attended the large fire at Covilles/Fast Eddys scrap facility in Augusta Township on August 31 st . E/C assisted with 2 tankers and 11 personnel. In total twenty-eight vehicles and 100 personnel from eight municipalities provided assistance.
	E/C and Augusta Townships provided stand-by coverage for Prescott during the rail event on September 2.
	E/C Prescott and Augusta participated in a radio repeater demo on Sept 21 organized by PFD. Giant Tiger Warehouse and Ingredion sites were used and results were encouraging
	A fire Department family BBQ was hosted on August 21 at the South Center. Approximately 80 family members were in attendance.

EMERGENCY MANAGEMENT

Annual Exercise	Design is in progress and looking to conduct a tabletop exercise in late October.
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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

TOWNSHIP OF EDWARDSBURGH CARDINAL

September 27, 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 September 27, 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 27 day of September, 2021.

Mayor

Clerk