

# AGENDA REGULAR MEETING OF MUNICIPAL COUNCIL

Monday, January 24, 2022, 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
  - a. Volunteer Centre (United Way) Mary Lynn Villeneuve & Tamara Baldwin
- 5. Minutes of the Previous Council Meetings
  - a. Regular Council December 13, 2021
  - b. Special Council January 10, 2022
- 6. Business Arising from the Previous Council Meeting (if any)
- 7. Committee Minutes
  - a. Port Management Committee November 17, 2021 & December 15, 2021
  - b. Combined Committee of the Whole Budget #2 December 9, 2021
  - c. Committee of the Whole Administration & Finance January 10, 2022
- 8. Action and Information Items from Committees
  - a. Council Response to 2021 Audit Questionnaire
  - b. Application of Severance Brouseville Rd Zanderplan Inc./Lawless
  - c. 2021 Annual Water Reports CWS & EDS
  - d. Intelivote Electronic Voting Services 2022 Municipal Election
  - e. Port RBC Credit Facilities Loan Agreement Industrial Property
  - f. Port Year End Report & Pre-Audited Financial Statement
  - g. Call for Additional Rapid Antigen Tests
- 9. Correspondence
- 10. Approval of Municipal Disbursements
- 11. By-laws
  - a. Amend Procedural Bylaw Electronic Participation
  - b. Port RBC Credit Facilities Loan Agreement Industrial Property
  - c. Intelivote Electronic Voting Services Agreement
  - d. Waste & Recycling Collection Agreement
  - e. Vaccination Policy Update
  - f. 2022 Industrial Park Wastewater Budget
  - g. Stop Up, Close & Convey Parts 3,6,9 & 11 of Plan 15R5311 (Dumbrille)

- 12. CAO's Administrative Update
- 13. Councillor Inquiries or Notices of Motion
- 14. Mayor's Report
  - Port Financial Statement & Contribution to Township
- 15. Question Period
- 16. Closed Session
- 17. Confirmation By-law
- 18. Adjournment





Page 1 Vital Conversations 2021-2022



Against the backdrop of the global Coronavirus pandemic, the events of 2020/2021 has presented challenges no one was prepared for, changing the way we live and how we connect with each other. Through it all, the Volunteer Centre of St. Lawrence-Rideau saw opportunities to pivot and grow to continue to support the social and economic well-being of the communities we serve.

By working together with community partners, innovative ideas, programs and services and the continued dedication of our volunteers, board members and staff, we will continue to ensure that we uphold the integrity of volunteerism that underpins our vibrant and diverse society and meet the needs of all here in Leeds & Grenville

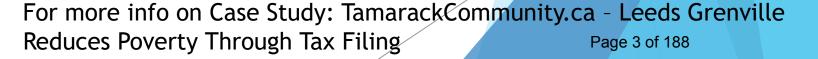






- Community Volunteer Income Tax Program
- Celebrating 37 years of Service
- \*Providing free income tax filing to our low-income filers, had to quickly adapt to the challenges of a global pandemic Our team, together in consultation with CRA and were quickly able to devise a plan to support the tax program throughout Leeds & Grenville.
- \*5 locations throughout the tax season and year-round in Brockville. Although we have "regional" drop off locations we do not see this as a municipal based program. This is a Leeds & Grenville Program available to all qualified residents no matter where they reside. We are reaching out to all councils in Leeds & Grenville to support this important program as part of their municipal strategy towards poverty reduction
- \*24 trained volunteers In a pandemic world they still managed to complete approx. 2600-2800 tax returns. We still see the opportunity for this number to grow and provide additional rural locations. Municipal offices could become drop-off locations.
- \*In collaboration with the Tamarack Institute we completed a case study of the financial impact of our CVITP. We estimated this number to be approx. 24 million dollars. \*24% eligible Canadians access these free tax clinics. A recent university study estimated that 10-12% of Canadians do not even file their taxes, missing out on approx. \$1.7billion for families and individuals
- \*CVITP has been identified as an important and vital strategy for poverty reduction not just here in our region but across Canada.









Introducing Financial Literacy & Empowerment Program -Building on the success of the Community Volunteer Income Tax Program the Volunteer Centre recognized a need for financial support for our residents and clients.

- -gain more **confidence** and **knowledge** with financial matters such as banking, savings, credit, debt and budgeting.
- -Delivered by trained volunteers, leverages the work of Prosper Canada
- -Initial funding for this program was provided by the Government of Canada Emergency Response Fund, United Way of Leeds & Grenville and Brockville & Area Community Foundations.
- -To date delivered 41 adult workshops with approx. 194 participants.
- -June/21 focus group on Youth Financial Literacy.
- -Many youth have **limited knowledge** of even basic financial topics and as a result, are unaware of how to access or make the most of their resources. Students/youth from **ages 14-21**, now have the opportunity to engage in **3 90 min virtual workshops** over 3 evenings a month focused on helping them gain knowledge, access to resources and confidence about their financial future. Youth are empowered when they are given the opportunity to participate in building financial stability for their future.
- -To date we have delivered 15 workshops with 8-10 youth attending each series
- -Youth who participate are also able to obtain up to **10 community volunteer hours** for their participation.
- -Mobilizing volunteer role models and mentors combined with **community collaborations** such as Connect Youth, EEC YJC program, CSE -Getting Ahead Program we can deliver workshops in a **safe non-judgemental environment** packed with valuable info our participants can relate to and **generate positive attitudes** towards financial education and well-being.



#### **MEMBER AGENCIES & ORGANIZATIONS**

55+ Seniors Brockville Aquatarium BADACI

Brockville & Area Community Foundations BACLA

Brockville & District Chamber of Commerce Brockville Gen. Hospital Vol. Association Brockville Police Brockville Public Library Bytown Brigantine Inc CNIB

Country Roads Community Health Centre
CSE Prescott, Brockville, Kemptville
Developmental Services of LG
Employment + Education Centre
Ferguson Forest Centre
Habitat for Humanity Thousand Islands
Lanark Leeds Grenville Addictions and Mental Health
Leeds & Grenville Interval House
Leeds, Grenville & Lanark Dist. Health Unit
M.S. Society of Canada - LG
March of Dimes
RNJ Youth Services

RNJ Youth Services
Rotary Brockville & 1000 Islands
St John Ambulance
St Lawrence Lodge
South Grenville Food Bank
Township of Leeds & Thousand Islands
Township Front of Yonge
YMCA of Eastern Ontario

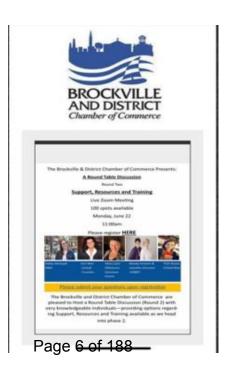
For 40 years the Volunteer Centre has developed strategic partnerships with multiple organizations within our region, who provide a variety of services to our community members. We are excited about the impact the Volunteer Centre has here in Leeds & Grenville and we are looking forward to continue this growth in 2022 and beyond.

Thank You Your Support

- Our formal association through memberships with Volunteer Canada, the Ontario Volunteer Centre Network, Tamarack Institute has enhanced our skills and our profile in our community, province and country. These are important associations in our volunteer community.
- Represent the Volunteer Centre on several advisory tables - Poverty Reduction Alliance of Leeds Grenville and EveryKid in Our Community, Canada Learning Bond National Champions Network to promote Canada Learning Bond and RESP
- Invited to participate as a stakeholder with FCAC (Financial Consumer Agency of Canada) Make Change that Counts: National Financial Literacy Strategy 2021-2026.
- Guest Speaker Brockville & District Chamber of Commerce | Support, Resources and Training Roundtable
- Weekly radio spot highlighting volunteerism, our income tax program and financial literacy workshops
- We are the intake agency for LEAP (low-income energy program) to support residents who are financially struggling to meet their energy costs. One time funding up to \$500
- Nov. 1st we just launched a National Partnership with Volunteer Calgary as the first Volunteer Centre in Ontario to launch their digital volunteer platform to support our non-profit agencies | organizations and volunteers in Leeds & Grenville.

**VolunteerConnector** 





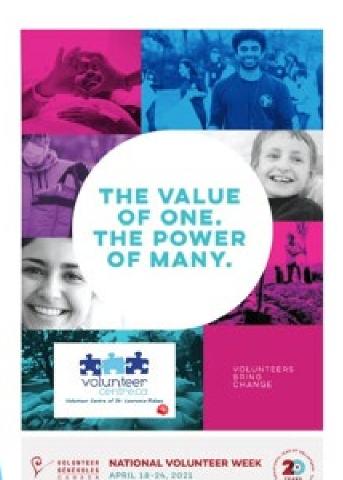


# COMMUNITY LEADERSHIP & COLLABORATION





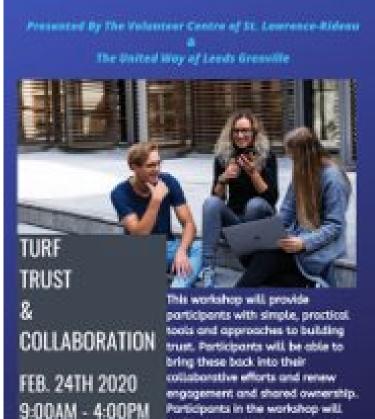
# Community Volunteer Impact Awards



- Adults and Youth from across Leeds and Grenville are recognized for their community contributions at our International Volunteer Day celebration
- During National Volunteer Week we celebrated the many community volunteers who have played a vital role in supporting our communities
- Nominations are open now for Dec 5 International Volunteer Day on Dec 5th



Over 100 volunteers interviewed, screened or referred during Covid19
Page 7 of 188



Workshops and training for our non-profit agencies

**VOLUNTEER CENTRE - ORGANIZING** PARTNERS COMING TOGETHER FOR A

AGENCY FOR 40 COMMUNITY Participants in the workshop will DAY OF LEARNING AND walk away with ideas, tools and approaches to effectively engage **COLLABORATION** diverse community partners and intentionally build trusting

TURF, TRUST & COLLABORATION **WORKSHOP IN PARTNERSHIP** WITH TAMARACK INSTITUTE

relationships and asticherative







Fundraising Events

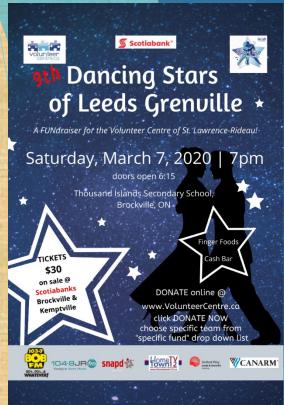
**Amazing Community Tax Volunteers** 

## **Raising Community Awareness**



Conversations with MPP Steve Clark









#### Did you know.....

#### **VOLUNTEER RECRUITMENT, REFERRAL** & RECOGNITION

Volunteer Centres exist to foster and develop volunteerism in the community. In general, they do 4 things:
Promote Volunteerism, Build Capacity for volunteering, provide leadership on volunteerism, connect people with opportunities to serve. We celebrate National Volunteer Week & International Volunteer Day with Volunteer Recognition events





#### COMMUNITY VOLUNTEER **INCOME TAX PROGRAM**

FOR 37 YEARS THE VOLUNTEER CENTRE HAS DELIVERED THE COMMUNITY VOLUNTEER INCOME TAX PROGRAM IN PARTNERSHIP WITH THE CANADA REVENUE AGENCY. OUR PROGRAM COMPLETES APPROXIMATELY 2400-3000 TAX RETURNS FOR LOW INCOME TAX FILERS IN LEEDS AND GRENVILLE.

SPECIALLY TRAINED VOLUNTEERS CAN HELP YOU COMPLETE YOUR INCOME TAX AND BENEFIT RETURN IF YOUR INCOME IS LOW AND YOUR TAX SITUATION IS SIMPLE.

#### FINANCIAL LITERACY & EMPOWERMENT PROGRAM

OUR STRATEGIC FINANCIAL PROGRAM IS FOCUSED ON HELPING PEOPLE GAIN MORE CONFIDENCE WITH FINANCIAL MATTERS SUCH AS BANKING, SAVINGS, BUDGETING, CREDIT AND DEBT. OUR WORKSHOPS ARE DELIVERED BY TRAINED VOLUNTEERS LEVERAGING THE WORK OF PROSPER CANADA. THEY ARE ESIGNED FOR BOTH ADULTS AND YOUTH AND COMMUNICATED IN WAYS TO MAKE IT EASY TO UNDERSTAND. OUR MATERIAL AND APPROACH IS RELATABLE TO ALL LEARNING STYLES.





#### VOLUNTEER FAIRS, WORKSHOPS & TRAINING

We offer customized training and workshops to support our non-profit agency members along with opportunities to participate in volunteer and community services expos. We provide assistance and resources to support volunteer programs in our region

VOLUNTEER CENTRE OF ST. LAWRENCE-RIDEAU























**United Way** 

Leeds & Grenville

#### **MINUTES**

#### **MUNICIPAL COUNCIL**

Monday, December 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 Pat Sayeau

Deputy Mayor Tory Deschamps Councillor Hugh Cameron Councillor Stephen Dillabough

Councillor John Hunter

STAFF: Dave Grant, CAO

Rebecca Williams, Clerk Melanie Stubbs, Treasurer

Gord Shaw, Director of Operations Candise Newcombe, Deputy Clerk

#### 1. Call to Order

Mayor Sayeau called the meeting to order at 6:30 p.m. following the presentation recognizing the 2021 Citizen of the Year, Jason Higginson.

#### 2. Approval of Agenda

**Decision:** 2021-441

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

That Municipal Council approves the agenda as presented.

Carried

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

None.

#### 4. Delegations & Presentations

None.

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

a. Regular Council - November 22, 2021

**Decision:** 2021-442 **Moved by:** J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives and approves the minutes of the

Regular Meeting dated November 22, 2021.

Carried

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

Members inquired about the progress being made with the parking issues experienced on County Road 44 in Spencerville. It was noted that discussions with County representatives had occurred, noting a no parking bylaw for around

the intersection of County Road 44 (Spencer Street) and County Road 21 (Centre Street) would be before County Council in January/February 2022 for adoption. The County Road 44 and Henderson intersection would take additional time and review by the UCLG.

#### 7. **Committee Minutes**

Public Library Board - September 28, 2021 a.

**Decision:** 2021-443

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

THAT Municipal Council receives the minutes of the Public Library Board

Meeting dated September 28, 2021.

Carried

b. Combined Committee of the Whole - Budget #1 - November 18, 2021

**Decision:** 2021-444 Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives and approves the minutes of the Combined Committee of the Whole – Budget #1 Meeting dated November 18, 2021.

Carried

Public Meeting - 7131 County Rd 22 - December 6, 2021 C.

**Decision:** 2021-445

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

THAT Municipal Council receives the minutes of the Public Meeting (7131

County Rd 22) dated December 6, 2021.

Carried

d. Committee of the Whole - Administration & Finance - December 6, 2021

**Decision:** 2021-446

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

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration & Finance Meeting dated

December 6, 2021.

Carried

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

Application for Severance - 9161 County Rd 44 (LaPorte) a.

**Decision:** 2021-447

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

THAT Municipal Council recommend in favour of severance B-164-21 (9161 County Rd 44 - Laporte), as recommended by the Committee of the Whole - Administration & Finance.

b. Request for Road Closure and Conveyance - Dumbrille

**Decision:** 2021-448 **Moved by:** J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council:

- 1. Agrees to stop up and close the unopened road allowances identified as Parts 3, 6, 9 and 11 of Plan 15R5311; and
- 2. That the land be conveyed to the owner of 7022-7030 County Road 44, in accordance with the *Municipal Act, 2001*. S. 35; and
- 3. That the intended conveyance be publicized through the Township's website and local newspaper.

As recommended by Committee of the Whole – Administration & Finance.

Carried

c. Food Cycler - Household Organic Waste Diversion

Members inquired if the funds received from the sale of the FoodCycler units were being proposed to be deposited back into the Modernization Fund. It was noted that the only funding drawn from the Modernization Fund would be the net cost of the pilot project.

**Decision:** 2021-449

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

THAT Municipal Council:

- Approve a municipal subsidized purchase of 100 FoodCycler<sup>™</sup> units and the implementation of a pilot program in partnership with Food Cycle Science; and
- 2. That the funding for the pilot program be drawn from the Modernization Funding Reserve.

As recommended by the Committee of the Whole – Administration & Finance.

Carried

d. 2022 Cost of Living Increase

**Decision:** 2021-450 **Moved by:** J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council approve a cost-of-living increase for all full-time, non-union employees, volunteer firefighters and council members of 2.74% effective January 1, 2022, as per the Personnel Policy bylaw 2015-22 and the Expense Reimbursement Policy bylaw 2019-63, as recommended by the Committee of the Whole – Administration and Finance.

Carried

e. 2021 Year End Review

**Decision:** 2021-451

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

THAT Municipal Council receives the 2021 Year End Review report, as recommended by the Committee of the Whole – Administration and Finance.

Carried

f. Gravel Roads Needs Study RFP Award

**Decision:** 2021-452

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

THAT Municipal Council award the Gravel Roads Needs Study contract to Greer Galloway Group and gives pre-budget approval to an upset limit of \$35,000.00 in the Public Works Department budget, as recommended by the Committee of the Whole – Administration & Finance.

Carried

g. Curbside Collection of Recyclables & Solid Waste RFP

**Decision:** 2021-453 **Moved by:** J. Hunter

Seconded by: T. Deschamps

**THAT Municipal Council:** 

- 1. Award the curbside waste and recycling collection contract to HGC Management Group for a three-year term totaling \$1,043,800.00; and
- 2. Direct staff to negotiate bin collection for the Township with HGC Management Group and prepare a bylaw to execute contract documents in January 2022.

As recommended by the Committee of the Whole – Administration & Finance.

Carried

h. Pre-Budget Approval - 3/4 Ton Truck

**Decision:** 2021-454 **Moved by:** J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council:

- 1. Provide pre-budget approval to tender and purchase a ¾ ton truck, with an upset limit of \$60,000.00 in the 2022 capital budget; and
- 2. With the purchase being partially funded utilizing funds allocated in the 2021 budget of \$55,000.00 for the purchase of a 1 ton vehicle.

As recommended by the Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities - Budget #2.

Carried

i. Pre-Budget Approval - Cardinal Pool Retrofit

Members requested clarification of expenses.

**Decision:** 2021-455

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

THAT Municipal Council:

- 1. Direct staff to prepare and issue the tender package for the retrofit of the Cardinal pool utilizing the remaining 2021 budgeted expenses; and
- 2. Provide pre-budget approval to an upset limit of \$273,500.00 to complete the project in 2022.

As recommended by the Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities - Budget #2.

Carried

j. 2021 Audit Plan & Engagement Letter

**Decision:** 2021-456

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

THAT Municipal Council:

- Receives the 2021 Audit Plan and authorizes the Mayor to sign the engagement letter to the auditors as a requirement of the annual audit; and
- 2. Directs staff to draft a response to the fraud questionnaire based on Council's input and bring the draft letter back to Council in January for review and approval.

Carried

k. Delegate Authority - Public Meeting

**Decision:** 2021-457

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

THAT Municipal Council delegate authority to staff to schedule a public meeting for the Zoning Bylaw Amendment application (Leeder).

Carried

I. County Rd 2 Newport Municipal Drain - Meeting

Council noted that the engineer's report for this drain has been 3-4 years in the making. It was noted that a notice of meeting, as well as a copy of the engineer's report, would be distributed to benefitting landowners.

**Decision:** 2021-458

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

That Council proceed to schedule the meeting to consider the Newport Municipal Drain at 6:30pm on February 9, 2022

Carried

#### 9. Correspondence

**Decision:** 2021-459

Moved by: J. Hunter

Seconded by: T. Deschamps

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

- November 24, 2021
- December 1, 2021
- December 8, 2021

Carried

#### 10. Approval of Municipal Disbursements

Members requested clarification on the "W & H" abbreviation of the charge under the name of Rideau St. Lawrence Recreation- Dishaw W & H. It was noted that it stands for water & hydro for the Cardinal arena.

**Decision:** 2021-459

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

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

- Report dated November 30 (2021-141) \$137,529.07
- Report dated December 1 (2021-143) \$197,992.45
- Report dated December 9 (2021-146) \$229,903.52

TOTAL: \$565,425.04

Carried

#### 11. By-laws

a. Fire Department Retirement Policy 3rd & Final

**Decision:** 2021-461 **Moved by:** J. Hunter

Seconded by: T. Deschamps

THAT a bylaw to adopt a firefighter retirement policy for the Edwardsburgh Cardinal Fire Department, be now read a third time and finally passed, signed, sealed and numbered 2021-72.

Carried

Recreation Fee Bylaw

**Decision:** 2021-462

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

THAT the mover be granted leave to introduce a bylaw to establish the rates and fees for various services performed by the Recreation Department, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-463

Moved by: T. Deschamps Seconded by: J. Hunter THAT a bylaw to establish the rates and fees for various services performed by the Recreation Department, be now read a third time and finally passed, signed, sealed and numbered 2021-73.

Carried

c. Zoning Bylaw Amendment - 7131 County Rd 22

**Decision:** 2021-464

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

THAT the mover be granted leave to introduce a bylaw to amend zoning bylaw 2012-35, as amended (7131 County Rd 22), and this shall constitute first and second reading thereof.

Carried

**Decision:** 2021-465

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

THAT a bylaw to amend zoning bylaw 2012-35, as amended (7131 County Rd 22), be now read a third time and finally passed, signed,

sealed and numbered 2021-74.

Carried

#### 12. CAO's Administrative Update

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

- Tax Sale process and advertisements.
- River Route Increase in ridership concepts.
- Adelaide station pump repair.

Decision: 2021-466

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

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:

- St. Lawrence Corridor Economic Development Commission announcement delayed to the new year.
- Notice of public information centres for highway 401 improvements and potential future expansion received.
- Prysmian distribution centre project is schedule to be complete by February and Council has been invited to view the area before official opening.
- Greenfield Global upgrades to Low Lift Pumping Station construction to start in January/February 2022 for March commissioning.

HFI Pyrotechnics highlighted a profitable 2020/2021 and will be looking to expand operations and hire additional personnel.

**Decision:** 2021-467

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

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

Carried

#### **Question Period** 15.

None.

#### 16. **Closed Session**

**Decision:** 2021-468 Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council proceeds into closed session at 7:24 p.m. in order to address a matter pertaining to:

Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Land Bank/IO and Minutes of Closed Session dated October 20, 2021, October 25, 2021, and November 22, 2021

Carried

Section 239(2)(c) Proposed or pending acquisition or disposition of land a. by the municipality or local board; Specifically: Edwardsburgh Land Bank/IO and Minutes of Closed Session dated October 20, 2021, October 25, 2021, and November 22, 2021

**Decision:** 2021-469 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 7:43 p.m.

Carried

#### **17**. **Report Out of Closed Session**

Mayor Sayeau reported that Council reviewed the closed session minutes and Council was provided an update with respect to the Edwardsburgh Land Bank and information received from the Provincial Land and Development Facilitator.

**Decision: 2021-470** 

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

THAT Municipal Council receives and approves the closed session minutes dated October 20, 2021, October 25, 2021, and November 22, 2021.

Carried

#### 18. Confirmation By-law

**Decision:** 2021-471

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

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2021-75.

Carried

19. Adjournmen	t
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**Decision:** 2021-472

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

THAT Municipal Council does now adjourn at 7:45 p.m.

		Carried
Mayor	 Clerk	

#### **MINUTES**

#### SPECIAL MUNICIPAL COUNCIL

Monday, January 10, 2022 5:00 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

Candise Newcombe, Deputy Clerk Robert Dalley, Port General Manager

PUBLIC: Frank McAuley, Advisory Member

#### 1. Call to Order

Mayor Sayeau called the meeting to order at 5:00 P.M.

#### 2. Approval of Agenda

**Decision: 2022-01** 

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

That Municipal Council approves the agenda as presented.

Carried

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

None.

#### 4. Action and Information Items

a. Port - Waive Conditions - Agreement of Purchase and Sale

Council outlined that the purpose of the Special Council meeting is to provide direction and authorization to sign the OREA waiver form to waive all conditions of purchase for the property located at 2822 County Road 2, Johnstown. It was noted that Council has been provided supporting due diligence documentation for review prior to this meeting.

It was noted that the question of total acreage was confirmed to be approximately 37-acres, in contrast to the assessed 27-acres, noting the need to ensure the MPAC assessment is rectified.

Members inquired about possible retro-assessed tax fees and where the onus would fall should these fees arise. It was noted that according to all previous MPAC assessment notices issued, the taxes have been paid in full. There was a general discussion about the requirement of the Port of Johnstown to pay various tax levies. It was noted that due to the Port being a municipally owned entity, it is not required to pay certain tax levies.

It was noted that in performing the due diligence of the property, the following analysis' were performed with subsequent reports submitted: septic system, water system, all title matters to the property, and a roof inspection performed by a roofing company as well as a structural engineer. It was noted that the roof was reported to require substantial repairs, as anticipated by Council. The structural engineer noted that the superficial structure would require some repairs, noting a rough estimate of \$10,000.00 for the repairs. It was noted that the building assessment had been completed, however, the report was unable to be submitted in time for this meeting.

Council inquired if an Environmental Assessment had been performed. It was noted that a phase 1 and 2 had been completed on the property in late 2018 with no substantial concerns raised. Due to the nature of the financing agreement, it was noted that the financial institution does not require an Environmental Assessment.

Members discussed the potential of leasing the building located on the property, noting two interested parties, one confirmed and one inquiring. Council noted that while the original intent for the property was to ensure the ability for future Port expansion through the procurement of lands, the potential for the building to become an additional revenue to the Township would be an added advantage to the procurement of the property.

**Decision:** 2022-02 **Moved by:** J. Hunter

Seconded by: S. Dillabough

THAT Municipal Council authorizes the Mayor and Port General Manager to sign the document titled, "Ontario Real Estate Association WAIVER Form 123", as attached, provided that the acreage listed in the Agreement of Purchase and Sale is confirmed by a third party.

Carried

#### 5. By-laws

Agreement of Purchase and Sale - Industrial Property - Port

**Decision:** 2022-03

**Moved by:** S. Dillabough **Seconded by:** J. Hunter

THAT the mover be granted leave to introduce a bylaw to authorize the Mayor and CAO to execute an Agreement of Purchase and Sale between the Corporation of the Township of Edwardsburgh Cardinal and P.C.G. Sales Limited for industrial property on behalf of the Port of Johnstown, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2202-04

Moved by: S. Dillabough Seconded by: J. Hunter

THAT a bylaw to authorize the Mayor and CAO to execute an Agreement of Purchase and Sale between the Corporation of the Township of Edwardsburgh Cardinal and P.C.G. Sales Limited for industrial property on behalf of the Port of Johnstown, be now read a third time and finally passed, signed, sealed and numbered 2022-01.

Carried

#### 6. Councillor Inquiries or Notices of Motion

None.

#### 7. Mayor's Report

Mayor Sayeau reported on the following:

- Noted disappointment that P.C.G. Sales Ltd. (B.B.L. Energy) was unable to launch their project successfully in their Johnstown location despite the Township's efforts to aid in their establishment within the municipality.
- Highlighted the property being publicly listed from March 2021 August 2021.
- Port management recognized the opportunity of procuring lands for future Port expansion.
- All requirements have been satisfied with only the closing documents left to be signed.

**Decision:** 2022-04

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

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

Carried

#### 8. Question Period

None.

#### 9. Confirmation By-law

**Decision:** 2202-05

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

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

now passed, signed, sealed and numbered 2022-02.

Carried

Carried

#### 10. Adjournment

**Decision: 2202-06** 

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

THAT Municipal Council does now adjourn at 5:35 p.m.

Mayor	Deputy Clerk	

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

Present: Mayor Patrick Sayeau, Chair

**Deputy Mayor Tory Deschamps** 

Councillor Hugh Cameron Councillor Stephen Dillabough

Councillor John Hunter

Mr. Joe Hendriks

Regrets: Mr. Frank McAuley

Kevin Saunders, Operations Manager

Staff: Robert Dalley, General Manager

Rebecca Williams, Clerk

Candise Newcombe, Deputy Clerk

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 presented.

Carried

- 3. Disclosure of Pecuniary Interest & the General Nature Thereof None
- 4. Delegations & Presentations Aquatarium Update

Mr. David Beatty and Mr. Thomas Harder updated the Committee on ongoing progress to the addition of the Port of Johnstown exhibit at the Aquatarium. Mr. Beatty noted Burnbrae Farms and Masterfeed as two new investors with a possible third to join in the near future. He noted that funding for the exhibit had been fully secured. Mr. Harder informed Committee of the Aquartarium's pending application for a federal government grant. Mr. Harder explained that the Aquartium intends to reveal the new exhibit in a staged approach. He noted that due to COVID-19 supply chain issues, there could be an increase to the length and cost of the project. The target completion date was winter 2021-2022, however, again due to delays this timeline may not be attained. Mr. Harder noted that there has been interest in naming rights of aspects of

the exhibit from other investors, noting the intent is to divide naming rights appropriately.

Members inquired of the anticipated start of construction. Mr. Harder noted that the goal to begin is within 2-6 months and have the exhibit complete before March break, however, it will depend on the delays experienced in obtaining the materials. Mr. Harder agreed to provide regular updates on the project through the General Manager of the Port.

Mr. Beatty noted that the proposed area for the Port of Johnstown exhibit is one with the least impact to surrounding exhibits in the Aquatarium during construction. He conceded that the health and safety of the guests would have to be determined before proceeding with construction during operational hours, but noted the goal is to shut down the facility as little as possible.

There was a general discussion about Aquatarium hours of operation, assembly timeline, available storage for materials and intended reporting frequency. It was noted that there are available options for storage of materials and 3 weeks is the anticipated amount of time for assembly. Mr. Harder noted the Aquatarium is open to suggested reporting types and timelines.

Committee inquired about holding a cheque ceremony for the presentation of the initial donation for the exhibit. Mr. Harder agreed to speak to the board of directors and organize this event and get back to the Port General Manager. Members inquired if the Aquatarium had been in contact with any vessels or stevedore companies regarding funding. Mr. Harder noted that the board was currently in communications with one company, highlighting the need to assign naming rights of the exhibit.

It was noted that the Aquatarium board is currently in the process of attaining bridge financing for the project, noting this as the next milestone to be reached. It was noted that a purchase order had yet to be issued for the project and that it would not be issued until the bridge financing was in place.

Members inquired if the Aquatarium was considered a separate corporation, noting the close relationship with the Aquatarium board and the City of Brockville. Mr. Harder noted that they are considered a separate corporation as well as a recognized non-profit organization, highlighting their charity licence. It was noted that the City of Brockville acts as guarantor of funds and cheques and appoints 1/3 of the Aquatarium board.

- 5. Minutes of the Previous POJ Committee Meeting
  - a) Regular Meeting- October 20, 2021

Moved by: J. Hunter

Seconded by: S. Dillabough

THAT Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated October 20, 2021.

Carried

- 6. Business Arising from Previous PMC Minutes None
- 7. Discussion Items None
- 8. Action/Information Items
  - a) Operation Manager's Report Capital Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, ongoing soybean harvest, monthly traffic, maintenance and electrical work completed, catch basins cleaned by Team Solutions.

It was noted that the Whitefish Bay vessel took a load of 28,000 metric tons of soybean at the end of October.

It was noted that 200 buckets were required to be replaced on the marine lofter due to an incident. Members inquired how many buckets are normally kept in stock. It was noted that the machine contains 400+ buckets so there is often a large stock pile kept, highlighting the need to replenish the current stock.

Committee reviewed the capital report and there was a general discussion on the following items: maintenance, aerator system, and removal of contaminants for the dewatering pond. It was noted that the sediment removed is left to dry before being transported to Moose Creek for disposal, with the cost of removal being determined by tonnage. Members inquired if a representative from the MOE was on site. It was noted that they were not, however, there is a possibility one could show up at any time.

Committee reviewed the list of capital projects.

#### 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, Agriculture Clean Energy Program application status, discussions with Environmental Program Manager from Akwesasne, MECP inspection postponed to December 2, potential acquisition of additional land for the Port, review of Port insurance policy, Port flu vaccine clinic, concrete repair estimate for port elevator, conveyor and vessel location extension and the review of a new COVID-19 vaccination policy.

Committee inquired about the flu vaccine clinic held at the Port and if there were COVID vaccines available for anyone interested. It was noted that the clinic only supplied flu vaccines, with 8 employees taking part. Members inquired if offering flu vaccines is necessary with such ample availability of them everywhere else. It was noted that the cost is minimal and it is deemed as an added benefit to the employees.

Members commented on the minimal traffic received via rail at the Port this year. It was noted that while rail transport has been minimal, there is still revenue received from storage of rail cars from CREWS. There was a brief discussion on the possibility of increased shipments due to the current situation out west with flooding. It was noted that the Port was not likely to experience effects from the west coast, noting likely transportation routes to be south or only as far east as the Port of Thunder Bay.

Committee noted the decrease in the CGC inspection from an A to a B. It was noted that it is common to see this during harvest season highlighting the difficulty in maintaining optimal cleanliness during this busy time. Committee highlighted that the Port does not have any recordable injuries for 2021.

Committee briefly reviewed the traffic report.

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

That Committee received and reviewed items 8a) Operation Manager's Report – Capital Report and; 8b) General Manager's Report - Traffic Report.

Carried

#### c) 2021 Financial Audit

Committee reviewed the report. The date of audit was noted to be scheduled for December 1, 2021.

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

That the Port Management Committee recommend that:

- Committee and Council receives and approves the 2021 Audit Service Plan presented by MNP LLP Chartered Accountants; and
- Committee recommends the Mayor drafts a response to the Audit Questions and Requests letter provided by MNP LLP Chartered Accountants based on input of the Port Management Committee and is presented to the Committee for approval at December's Port meeting.

#### d) 2022 Port of Johnstown Insurance

Committee reviewed the report and inquired about the fluctuations in insurance premiums experienced over the years. It was noted that BFL Canada Risk and Insurance has been requested to attend the January meeting to review the Ports policy, noting the opportunity to pose the question to the broker directly. There was a brief discussion of the Port's history with BFL insurance and Members inquired if alternative brokers should be considered. The customer service over the years with BFL was noted highlighting the cost of \$12,000.00 incurred with "shopping around" for insurance brokers.

Moved by: S, Dillabough Seconded by: J. Hunter

That the Port of Johnstown Management Committee recommends that Council appoint BFL Canada Risk and Insurance as the Port's General Insurance Broker for the renewal period of March 1, 2022 to March, 2023.

Carried

e) Port of Johnstown Investments

Committee reviewed the report.

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

That the Port of Johnstown Management Committee approve the transfer of \$2,098,311.00 from the Port of Johnstown's RBC Operating account to the Port of Johnstown's RBC Trust account.

Carried

#### f) COVID-19 Vaccination Policy

Committee reviewed the report and there was a general discussion about the following: appropriate reasons for vaccine promotion, vaccine transmission, contractor/vessel vaccine certificate requirements and policy implementation dates.

The final deadline to disclose intent to receive vaccines was noted to be November 30, 2021. It was noted the 10<sup>th</sup> of January was highlighted as the Port's cut off date for employees to either be vaccinated or being regular PCR testing. Members inquired if uncooperative employees would be placed on unpaid leave. It was noted that depending on the situation, the employees

would be able to use any remaining vacation time if they wish, otherwise the leave will be unpaid.

Committee noted minor errors and omissions to be addressed. Members highlighted the approaching dates and noted that there would be opportunity in the future to fine tune the policy if deemed necessary.

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

That the Port Management Committee approves the Port of Johnstown's Covid-19 Vaccination Policy dated Nov. 17, 2021.

Carried

#### 9. Approval of Disbursements – Port Accounts

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

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

 Withdrawals Total:
 \$283,490.19

 Batch 13
 \$69,398.92

 Batch 14
 \$110,000.00

Total Withdrawals & Batch Listings: \$462,889.11

Carried

#### 10. Councillor Inquiries/Notices of Motion

Members inquired about the possibility of the Port extending their hours during the harvest season. It was noted that the hours of operation were extended to 7:00am- 7:00pm during the harvest season. It was noted that the Port does not have enough staff to cover further extended hours. It was noted that the Port does expand hours of operation to Saturdays when necessary, however, it's worth noting that even with this higher demand, scheduled appointments are still missed. It was noted that with the current staffing levels at the port and the limited space available, scheduling appointments is a balancing act.

The implementation of the appointment system was noted to be a significant benefit to the Port operations. It was noted that currently the Port offers 4 appointment intervals. Members inquired if reduction of appointments to a 2-hour schedule might be more beneficial in avoiding load congestion.

#### 11. Chair's Report - None

<ol><li>Question Period – N</li></ol>	None
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#### 13. Closed Session

Moved by: J. Hunter

Seconded by: T. Deschamps

That Committee proceeds into closed session at 8:22 p.m. in order to address a matter pertaining to:

 A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Purchase of property to be used as Port cargo lay down area and Minutes of Closed Session dated October 20, 2021.

Carried

Moved by: J. Hunter

**Seconded by:** T. Deschamps

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 9:02 p.m.

Carried

Mayor Sayeau reported that Committee discussed the potential acquisition of property for Port purposes and review of the closed minutes dated October 20, 2021.

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

That Committee approves the minutes of closed session dated October 20,

2021.

Carried

#### 14. Adjournment

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

That the Committee meeting adjourns at 9:02 p.m.

Carried

These minutes were approved by Port Management Committee this 15 day of December, 2021.

Chair Deputy Clerk

#### **MINUTES**

#### PORT OF JOHNSTOWN MANAGEMENT COMMITTEE MUNICIPAL OFFICE – SPENCERVILLE WEDNESDAY, DECEMBER 15, 2021

6:30 PM

Present: Mayor Patrick Sayeau, Chair

Councillor Hugh Cameron Councillor Stephen Dillabough

Councillor John Hunter

Mr. Joe Hendriks (virtual – not counted towards quorum and did not

vote on any matter)

Regrets: Deputy Mayor Tory Deschamps

Mr. Frank McAuley

Staff: Robert Dalley, General Manager

Kevin Saunders, Operations Manager

Rebecca Williams, Clerk

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 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 November 17, 2021

Moved by: J. Hunter

Seconded by: S. Dillabough

THAT Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated November 17, 2021.

Carried

6. Business Arising from Previous PMC Minutes

Page 1 of 4

Clarification was provided with respect to the number of buckets the marine lofter machine can accommodate.

- 7. Discussion Items None
- 8. Action/Information Items
  - a) Operation Manager's Report Capital Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, CGC inspection rating, maintenance and electrical work completed, and remaining capacity of annex bins.

Committee reviewed the list of capital projects and discussed the loading spouts and fender projects. It was noted that the actual cost may be slightly over budget, however, with the fenders being incorporated into the overall cost, it may equal out due to the cost of the fenders being slightly lower than anticipated. Members requested that a report be prepared in the new year outlining the projects and overall expenses.

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 exceeding budget, year to date actuals, vessel traffic, MECP inspection, salt retention pond, insurance benefits and annual costs, upcoming union negotiations, and vaccination policy.

Committee briefly discussed the uptake on the recently implemented vaccination policy. There was a general discussion on how the policy may impact casual employees and the Port acquiring test kits for employees that are not vaccinated due to medical or religious reasons.

Committee reviewed the traffic report and highlighted that the Port received over 400,000 MT of grain in 2021. Members inquired about the reason for the influx of grain. It was noted that the fields yielded a better crop compared to previous years, plus the Port being able to offer additional storage in the bins. There was a general discussion on the potentiality of including additional bins in the future budget, specifically with respect to location, cost to build new bins, and other priority projects. Committee briefly discussed the possibility of incorporating additional bins in a future NTCF project.

c) Health and Safety Report

Committee reviewed the report.

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

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

Carried

9. Approval of Disbursements – Port Accounts

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

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

 Withdrawals Total:
 \$364,056.40

 Batch 15
 \$272,241.57

Total Withdrawals & Batch Listings: \$636,297.97

Carried

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

Port staff confirmed that members were available on January 10 as a possible date for a cheque presentation ceremony with the Aquatarium.

13. Closed Session

Moved by: J. Hunter

Seconded by: H. Cameron

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

 A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Purchase of property to be used as Port cargo lay down area and Minutes of Closed Session dated November 17, 2021.

Carried

Moved by: J. Hunter

Seconded by: H. Cameron

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 7:49 p.m.

Mayor Sayeau reported that Committee discussed the potential acquisition of property for Port purposes and review of the closed minutes dated November 17, 2021.

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

That Committee approves the minutes of closed session dated November

17, 2021.

Carried

14. Adjournment

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

That the Committee meeting adjourns at 7:50 p.m.

Carried

These minutes were approved by Port Management Committee this 19 day of January, 2022.

Chair	Clerk

#### **MINUTES**

#### **COMBINED COMMITTEE OF THE WHOLE**

### ADMINISTRATION & FINANCE, PUBLIC WORKS, ENVIRONMENTAL SERVICES & FACILITIES

Thursday, December 9, 2021, 6:00 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

Mark Packwood, Advisory Member John Bush, Advisory Member Pete Rainville, Advisory Member

REGRETS: Dave Robertson, Advisory Member

STAFF: Dave Grant, CAO

Rebecca Williams, Clerk Melanie Stubbs, Treasurer

Gord Shaw, Director of Operations

Brian Moore, Fire Chief

Mike Spencer, Manager of Parks, Recreation & Facilities

Candise Newcombe, Deputy Clerk

#### 1. Call to Order - Chair, Mayor Sayeau

Mayor Sayeau called the meeting to order at 6:00 p.m.

#### 2. Approval of Agenda

Moved by: H. Cameron Seconded by: M. Packwood

That the agenda be approved as presented.

Carried

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

None.

#### 4. Discussion Items

a. 2022 Draft Capital Budget - Revised Following Meeting #1

Committee outlined the anticipated flow of the meeting noting a target end time of 7:50 p.m. to enter into a closed session.

Committee outlined and reviewed the 2022 capital program in detail and noted the 2022 capital funding request of \$4,320,534.00. It was noted that the increase was primarily due to the approximate \$2,161,554.00 required for two large proposed drainage projects.

Members inquired about the proposed funding for the Township office renovations estimated at \$350,000.00. It was noted that funding was recommended to be drawn from two sources, \$125,000.00 from the administration capital reserve and the remaining \$225,000.00 from the modernization reserve fund.

Committee inquired if the holder sidewalk plow had been procured. It was noted that the plow was scheduled to be picked up the following day and at a lower than anticipated cost of \$21,000.00. Committee requested that staff determine if it is possible to fund the purchase from the 2021 budget.

Committee reviewed the recreation capital request noting the proposed Cardinal pool retrofit, bleacher and the Cardinal/Johnstown tennis court upgrades. Members noted that the tennis court rejuvenation project was proposed to be funded entirely through a government grant and did not have an impact on the taxation supported amount. There was a brief discussion of the possibility of incorporating tennis court renovations into the 2022 budget as a contingency if the grants were unsuccessful. It was noted that the response from the grant application was anticipated in January/February 2022.

Members inquired about the condition of the underground pipes for the Cardinal pool. It was noted that the pipes are 30+ years old and two leaks were identified in 2021. It was noted that \$73,500.00 of the estimated \$273,500.00 budget would be attributed to the installation of the filter which was proposed to be incorporated as an element of the project. It was noted that the proposed funding for the filter made in 2021 remained in the reserve and reserve fund. Members inquired if the Ontario Trillium Grant fund could be split between two projects, specifically the pool and a single tennis court. It was noted that the application must be for similar assets, such as two tennis courts.

Committee briefly discussed the proposed Fire Department reserve allocation of \$250,000.00 for the procurement of a new tanker in 2023, noting the possibility of reducing the contribution to free up funding for alternate proposed 2022 projects. There was a general discussion on the types of emergency vehicles, specifically with respect to tankers and pumper vehicles.

# b. Council/Committee Budget Priorities

Each Member was asked to outline their top two budget priorities:

#### Mr. John Bush:

- Budget Priorities: Johnstown/Spencerville drainage & Public Works 3/4-ton truck.
- Suggested removal/cut from budget: Kubota lawnmower, bleachers and reduce the tanker reserve contribution to \$150,000.00.

# Councillor Dillabough:

 Budget Priorities: Johnstown/Spencerville Drainage & Cardinal/Johnstown Tennis Courts.

#### Councillor Cameron:

- Budget Priorities: Johnstown/Spencerville Drainage, Public Works 3/4-ton Truck & the Kubota lawn mower.
- Suggested removal/cut from budget: bleachers and the Cardinal/Johnstown tennis courts from the budget. He noted he would like staff to find an alternate funding source for the pool renovations.

The Deputy Mayor sought clarification on the capital projects impact to taxation if the drainage projects were not included. It was noted that the drainage projects are estimated to be approximately \$1.6 million, with a net to taxation of \$671,425.00. Deputy Mayor Deschamps inquired if the additional OCIF funding would help to offset the drainage project burden to taxation. It noted that the OCIF would be used to help fund capital projects and offset some taxation burden. The Deputy Mayor chose to defer outlining his top priorities.

#### Councillor Hunter:

- Budget Priorities: Johnstown/Spencerville Drainage & Totem Ranch Road.
- Suggested removal/cut from budget: reduce the Fire Department reserve contribution to \$100,000.00.

#### Mr. Mark Packwood:

 Budget Priorities: Johnstown/Spencerville Drainage & Cardinal Pool renovations.

#### Mr. Pete Rainville:

 Budget Priorities: Johnstown/Spencerville Drainage & Fire Department Capital. He noted his preference to find alternate funding sources for the Cardinal Pool renovations and the bleacher replacements. Committee noted a general consensus to support the drainage project. It was highlighted that the proposed drainage projects increase the level of service and will require consideration for future upkeep. Members were cautioned in deferring and extending the life of existing assets to fund new assets.

Committee inquired about the status of the 2021 budget, and whether a surplus or deficit is anticipated. A concern of the ongoing requirements for COVID-19 funding was noted highlighting several unanticipated expenses. Consideration of reserve contributions was recommended, noting replenishment of the reserve funds is a more critical target than holding the line on the tax rate.

#### 5. Action/Information Items

a. Financial Impact Analysis of Spencerville & Johnstown Drainage Projects

There was a general discussion on the Committee level of comfort on a tax rate. Members noted the hardships experienced by residents throughout the COVID-19 pandemic, highlighting the need to fund infrastructure costs while being mindful of the struggles of the community.

Members were asked to outline their comfort level for a proposed 2022 tax rate, noting the Treasurer's prebudget recommendation of a 1.5% increase to capital levy, plus 2% for operational:

Mr. Mark Packwood: 3%

Councillor Hunter: 3% or higher, noting Ottawa's approved tax rate of 3%, plus the cost of living increase of 2.74%.

Deputy Mayor Deschamps: Not ready to provide a percentage value due to comfort level.

Councillor Cameron: Maximum of 2%.

Councillor Dillabough: 2.5% - 2.7%.

Mr. John Bush: 2%.

Mayor Sayeau: 2% - 4%.

It was noted that there was an additional \$77,275.00 gained in taxation revenue based on the 2021 tax rate applied to the 2022 assessment.

- b. Pre-Budget Approval
  - 1. 3/4 Ton Truck

Moved by: J. Hunter

Seconded by: S. Dillabough

That Committee recommends that Council provide pre-budget approval to tender and purchase a ¾ Ton truck with a maximum

budget limit of \$60,000 in the 2022 capital budget. This purchase can be partially funded utilizing funds allocated in the 2021 budget of \$55,000 for the purchase of a 1 Ton vehicle.

Carried

#### Kubota Lawn Mower

Moved by: H. Cameron

That Committee recommends that Council provide pre budget approval, not to exceed \$ 30,000.00, for the purchase of a new Kubota 72-inch lawn tractor.

The motion did not receive a seconder.

#### Cardinal Pool Retrofit

There was a general discussion on the tender process. It was noted that staff follow the Township's procurement policy but have no control over the number of bids received in response to a tender.

Moved by: M. Packwood Seconded by: T. Deschamps

That Committee recommends that Council direct staff to prepare and issue the tender package for the retrofit of the Cardinal pool using remaining 2021 budgeted expenses and provides pre-budget approval to an upset limit of \$ 273.500.00 to complete the project in 2022.

Carried

## c. 2022 Draft Operational Budget Discussions

A list of proposed dates for future budget meetings was offered. Members noted a conflict with the February 3rd date and there was consensus to move the meeting to February 2nd. There were no further conflicts with the proposed schedule of operating budget discussion dates of:

Budget #3: January 20, 2022

Budget #4: February 2, 2022

Budget #5: February 17, 2022

## 6. Councillor Inquiries/Notices of Motion

None.

## 7. Mayor's Report

Mayor Sayeau reported the following:

- Health Unit ending septic system services program by September 2022. May seek alternative service options, such as SNC, who currently provides such services to South Dundas and South Glengarry.
- An upcoming visit to the new Prysmian warehouse in advance of a February 1, 2022 proposed opening.

#### 8. Question Period

The following questions/comments were raised:

Future dates for subsequent capital budget meetings.

#### 9. Closed Session

Moved by: J. Hunter

Seconded by: T. Deschamps

That Committee proceeds into closed session at 7:47 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

Carried

Advisory members were excused from the closed session due to personal matters being discussed about an identifiable individual.

a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Public Works

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 9:02 p.m.

Carried

## 10. Report Out of Closed Session

The Mayor reported that Committee discussed matters regarding personal matters with respect to Public Works. Committee provided direction to staff.

## 11. Adjournment

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

That Committee does now adjourn at 9:03 p.m.

		Carried
Chair	Deputy Clerk	

#### MINUTES

# COMMITTEE OF THE WHOLE ADMINISTRATION & FINANCE

Monday, January 10, 2022, 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

Pete Rainville, Advisory Member

REGRETS: Dave Robertson, 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 6:30pm.

# 2. Approval of Agenda

The Mayor announced Mr. Dave Robertson's resignation from the Committee recognizing his service and thanking Mr. Robertson and Mr. Bradley for their service as Committee Advisory Members. Staff were directed to produce letters of thanks to Mr. Robertson and Mr. Bradley recognizing their service to the Township.

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 about the progress made with the FoodCycle Science program. It was noted that the agreement was signed and the units will be ordered in the near future with a goal of launching the program in the spring. The intention to compile a list of individuals within the Township that would be interested in participating in the program was noted to better coordinate the number of units ordered. Members noted the need to delegate a staff member as a point of contact for the program. The intent to coordinate the program process by the end of the week was noted.

Committee inquired if the speed device proposed to be installed on Sophia St. had been placed. It was noted that it had not been placed as of yet, though it was on a list of items to be completed. Members inquired of the number of Township speed devices that had been stolen to date and if there was a more secure way of installing the devices. It was noted that two speed devices had been stolen previously and noted staff's efforts to establish a more secure installation process to deter future thefts.

Members inquired about developments from previous discussions regarding the possible future installation of street lights on Queen St. noting their interest in including the project in future 2022 budget discussions.

Committee inquired about progress made with the suggestion of accommodating flag down boarding on the River Route bus service. It was noted that staff was working on possible solutions.

Committee had a general discussion on the power supply source for the speed devices, possible reasons for the thefts and options for locating the missing devices. It was noted that all the devices are equipped with a GPS tracker, however, for the device to be tracked it must be active.

# 5. Delegations and Presentations

None.

#### 6. Discussion Items

 United Counties of Leeds and Grenville - Housing Affordability Task Force Report

Committee members noted their concerns with two of the recommendations made in the Housing Affordability Task Force (HATF) Report which were the creation of an Attainable Housing Action Group and the formulation of an Attainable Housing Coordinator position. Members discussed options for expressing the Township's concerns with the report.

Committee sought clarification on wording within the report that indicated the County's intent to procure lands through public market and "other"

means, inquiring if expropriation was an option being entertained by the Counties in this venture.

Members noted the outlined expectations of the Counties for municipalities to provide suitable lands for affordable rental housing at less than market value. Members noted the agreement made with the Municipality of North Grenville to renovate a vacant building over the next two years into nine units at \$1.3 million in renovation costs. With the intent to lease the building to the United Counties of Leeds and Grenville for future housing needs. Committee noted the possibility of identifying a building within the Township of Edwardsburgh Cardinal to perform a similar contribution.

Committee discussed the various County Affordable Housing financing programs offered to home owners and landlords and noted concerns that these incentives may not address the affordable housing issue. Members inquired what preventative measures were being taken to ensure the appropriate use of this program and prevent a bed and breakfast issue from arising. It was noted that the UCLG program consists of specific eligibility conditions and a review process.

Members raised concerns about the Township's ability to accommodate affordable rental housing noting the lack of public transit services to allow for basic errands such as groceries or doctor's appointments. Members noted vehicle procurement loans offered by the UCLG to promote increased household incomes, noting a high success rate with the program.

Committee discussed the appropriateness of the province and the UCLG downloading additional tasks to the local level noting the increased administrative work, costs associated with the hiring of a new position and the creation of an additional UCLG action group.

There was a brief discussion about the effectiveness of reducing red tape for contractors to entice contractors to create new affordable development. The Meadowlands North and Lockmaster's Meadow subdivisions were provided as examples, noting the Township's and developers resolve to incorporate affordable housing into the proposed developments. Members noted that a thorough review of the Landlord Tenant Act could assist in addressing aspects of the affordable rental housing issue.

Members noted the availability of suitable vacant buildings in the area, however, noted the obstacle of delivering water and sewer servicing to the property or identifying a property with pre-existing servicing. Committee briefly discussed options of the Township delivering services on the condition of repayment.

Committee requested staff to draft a response letter to the UCLG capturing Committee's two main concerns with the Affordable Housing

Task Force Report recommendations. It was noted that a response letter would be brought forward at the Public Works, Environmental Services and Facilities meeting later this month.

## b. Electronic Participation - Procedural Bylaw

Members noted their intention of bringing this item forward to provide an alternative option of attending Committee/Council meetings in person due to the increasing COVID numbers, general safety and well-being of Committee members and the public. It was noted that while Members recognize the significance of maintaining Council discussion in the Council Chambers, however, the current pandemic conditions may prevent this from happening safely. Members noted that as leaders, they have a responsibility to provide safe alternatives for Committee members to participate in discussions and be counted towards quorum. It was noted that the previous procedural bylaw amendment allowing electronic participation expired in July 2021.

Committee noted that in addition to the ongoing pandemic, many outstanding situations could inhibit attendance, such as health conditions or inclement weather. Members noted their interest in implementing electronic participation on a go-forward basis with stipulations outlined within the bylaw to prevent misappropriation. It was noted that the bylaw contained a clause outlining permitted circumstances for the use of electronic participation.

Committee suggested a 6-month period allowing electronic participation ending July 31, 2022 to be implemented at the January meeting of Council.

Moved by: T. Deschamps Seconded by: S. Dillabough

That Committee recommends that Council amend the procedural by-law to permit electronic participation for a 6-month period to end July 31, 2022 unless extended by resolution of Municipal Council.

Carried

#### 7. Action/Information Items

a. Council Response to 2021 Audit Questionnaire

Moved by: J. Hunter

Seconded by: H. Cameron

That Committee recommend that Council authorizes the Mayor to sign the drafted response letter to the auditors as a requirement of the annual audit.

# b. Vaccination Policy Update

Committee was given a brief summary of the report noting the necessity of additional clarity required to the vaccination and testing requirements in the Township vaccination policy which was passed at the end of September 2021.

Committee discussed two areas requiring clarification in the current Township vaccine policy; the responsibility of costs for testing of vaccinated and unvaccinated employees and the Township's stance on employee vaccine status. Committee debated if the Township should mandate full vaccination status in the Township and if the Township would cover the costs for testing of vaccinated and/or unvaccinated employees. Committee briefly discussed an appropriate deadline to accommodate time for individuals to receive two doses of the vaccine. Members determined a minimum of eight weeks would be required to obtain two doses imposing March 31, 2022 as the Township vaccination deadline.

There was majority consensus of Committee to mandate full vaccination status for Township employees by March 31, 2022. It was confirmed that the Township would cover the cost of testing for all individuals for the interim period until the determined deadline. Majority of Committee reached consensus to impose the cost of testing on unvaccinated individuals following this deadline if the individual has no intentions to receive a vaccination. Members inquired if the repercussions would include placing the individual on leave without pay unless they are willing to cover the cost of testing. It was noted that the policy outlines the repercussions clearly.

Members noted their concern of suspending the individual's right to work based on vaccination status and encouraged Committee to follow local Health Unit testing guidelines, which currently does not require daily testing and relieves some of the cost. There was a general discussion on how the Port of Johnstown is currently addressing unvaccinated employees and testing policies. It was noted that a revised copy will be available for further review at the Public Works, Environmental Services and Facilities meeting later this month.

# 8. Councillor Inquiries/Notices of Motion

None.

## 9. Mayor's Report

Mayor Sayeau reported the following:

 Council approved the purchase of Port property on County Road 2 in Johnstown.

	<ul> <li>Letter received from the President of the Canadian Association of Mu Administrators recognizing Mr. Grant's leadership during the pandem</li> </ul>	•
10.	Question Period	
	None.	
11.	Closed Session	
	None.	
12.	Adjournment	
	Moved by: T. Deschamps Seconded by: H. Cameron	
	That Committee does now adjourn at 8:28 p.m.	
		Carried
С	hair Deputy Clerk	

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 24, 2022

Resolution Number: 2022-		
Moved By:	COPY	
Seconded By:	COLI	
THAT Municipal Council authorizes the Nauditors, as a requirement of the annual the Whole – Administration & Finance.	Mayor to sign the response letter to the	
□ Carried □ Defeated □ Unanimo  Mayor:  RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		1,77,0
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		



Phone: 613-658-3055 Fax: 613-658-3445

Toll Free: 866-848-9099 E-mail: mail@twpec.ca P.O. Box 129, 18 Centre St. Spencerville, Ontario K0E 1X0

January 24, 2022

MNP LLP 709 Cotton Mill Street, Cornwall, ON K6H 7K7

Attn: Ian Murphy

Re: Township of Edwardsburgh Cardinal
Audit Planning for Year Ended December 31, 2021

Dear Sir:

This will acknowledge receipt of your audit planning letter of November 22, 2021.

As you know Council, as the elected representatives of the taxpayers, holds the ultimate responsibility for the financial position of the Township and therefore should have a significant role in the oversight of the audit plan and its execution.

Your letter of November 22, 2021 was circulated to the Administration & Finance Committee of Whole Meeting on January 10,2022 for discussion and Council authorized the preparation and signing of the response letter at their regular meeting of January 24, 2022.

In response to your two questions, the council responds as follows:

#### Question 1

What oversight, if any, do you provide over Administration's processes for identifying and responding to fraud risks? Administration's processes could include policies, procedures, and programs or controls that serve to prevent, detect and defer fraud.

- 1. Detailed discussion of budget estimates
- 2. Formal budget approval of final budget
- Quarterly review of the Departmental Operational budget to actual progress
- 4. Quarterly review of the Budget to Actual Capital Project costs
- 5. Quarterly review of the overall Financial Position in Balance Sheet format but without supporting documentation.
- 6. Council approval of the Disbursement Sheet Listing of all cheques issued,



Phone: 613-658-3055 Fax: 613-658-3445

Toll Free: 866-848-9099 E-mail: mail@twpec.ca P.O. Box 129, 18 Centre St. Spencerville, Ontario K0E 1X0

with sample testing of payee bona fides.

Council has not reviewed Township administration's processes for identifying and responding to fraud risks and hereby requests that the Audit process include sample testing of payroll payments not seen or reviewed by Council and sample testing of the electronic transfer payments

#### Question 2

Do you have any knowledge of any actual, suspected or alleged fraud, including misappropriation of assets or manipulation of the financial statements, affecting the entity? If so, please provide details and how the fraud or a/legations of fraud were addressed.

#### Answer:

- Council has no knowledge of any actual, suspected or alleged fraudulent activity including any possible misappropriation of assets or manipulation of the financial statements. Council has not reviewed the financial statements prepared by management prior to their submission to the auditor for audit purposes.
- 2. Council does acknowledge that such risks do exist and we rely on the annual external audit to test for such risks in sample areas where your experience deems most appropriate. Any finding of such fraudulent activity should be reported immediately to the governing body through the Mayor who acts as the CEO of the Municipality under the authority of the Ontario Municipal Act, Section 226.1.

Please allow me to bring another matter to your attention. As in previous years Council will expect to receive an audit opinion on the financial affairs of the Township prior to the preparation of the Consolidated Financial Statement. The Library Board and the Port of Johnstown each prepare and submit separate Financial Statements for audit opinion.

Council looks forward to meeting with the Auditor prior to the presentation of the Auditor's Report at a public Council meeting to be arranged upon completion of your work.

Yours Truly,

Pat Sayeau, Mayor Township of Edwardsburgh Cardinal

# TOWNSHIP OF EDWARDSBURGH CARDINAL

		January 2	4, 2022
Resol	ution Number: 2022-	-	
Move	d By:	COPE	
Secor	ded By:	COPY	
	Γ Municipal Council recommend in test that the following notes be included:	favour of severance application B-16 ded in the severance decision:	9-21 and
1.		pe required at the building permit sta ts to neighbouring properties; and	ge to
2.	line. The access road shall not be property to ensure that it does not	and shall be located along the wester e raised above the elevation of the ne t direct water in that direction. This is on for entranceway permit is submitte	eighbour's s to be
	commended by the Committee of the ces & Facilities.	he Whole – Public Works, Environm	ental
□ Ca	arried □ Defeated □ Unanimo	us	
May	or:		
RECO	RDED VOTE REQUESTED BY:		
NAM	E	YEA	NAY
Cour	ncillor H. Cameron		
Cour	ncillor S. Dillabough		
Cour	ncillor J. Hunter		
Dep	uty Mayor T. Deschamps		
May	or P. Sayeau		
TOT	AL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 24, 2022

Resolu	lution Number: 2022-	•	,		
	d By:	<b>OPY</b>			
Secon	nded By:				
THAT	T Municipal Council:				
1.	Receive the 2021 Annual Water Reports for the Cardina Edwardsburgh Distribution System; and	l Water Syster	m and		
2.	Direct staff to post the 2021 Annual Water Reports on the	ie Township w	ebsite; and		
3.	Direct staff to notify users through social media and new report availability.	spaper advert	isement of		
	ecommended by the Committee of the Whole – Public Worlices & Facilities.	ks, Environme	ental		
□ Ca	arried □ Defeated □ Unanimous				
Mayo	or:				
RECC	ORDED VOTE REQUESTED BY:				
NAM	ΛE	YEA	NAY		
Cour	ncillor H. Cameron				
Cour	incillor S. Dillabough				
Cour	ncillor J. Hunter				
Depu	outy Mayor T. Deschamps				
May	or P. Sayeau				
TOT	ΓAL				

# **OPTIONAL ANNUAL REPORT TEMPLATE**

Drinking-Water System Number:	220003582
Drinking-Water System Name:	Cardinal Water System
<b>Drinking-Water System Owner:</b>	Township of Edwardsburgh Cardinal
<b>Drinking-Water System Category:</b>	Large Municipal, Residential
Period being reported:	January 1, 2021 to December 31, 2021

Complete if your Cotomony in Lorent	Commiste for all other Cotemaries
Complete if your Category is Large	Complete for all other Categories.
Municipal Residential or Small Municipal	
<u>Residential</u>	
	Number of Designated Facilities served:
Does your Drinking-Water System serve	
more than 10,000 people?	
Yes [ ] No [ X ]	Did you provide a copy of your annual
	report to all Designated Facilities you
Is your annual report available to the public	serve?
at no charge on a web site on the Internet?	Yes [ ] No [ ]
Yes [X] No []	100[]
res[x] ns[]	Number of Interested Authorities you
Location where Summary Report required	report to:
· · · · · · · · · · · · · · · · · · ·	report to.
under O. Reg. 170/03 Schedule 22 will be	
available for inspection:	
	<b>D</b> . 1
Cardinal Wastewater Treatment Plant	Did you provide a copy of your annual
4000 John St	report to all Interested Authorities you
Cardinal, Ontario	report to for each Designated Facility?
K0E 1E0	Yes [ ] No [ ]
NOL ILU	

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [] No []

Indicate how you notified system users that your annual report is available, and is free of charge.

[X] Public access/notice via the web	
[ ] Public access/notice via Government Off	ice
[ X ] Public access/notice via a newspaper	
[ ] Public access/notice via Public Request	
[ ] Public access/notice via a Public Library	
[ ] Public access/notice via other method _	

# **Describe your Drinking-Water System**

This is a surface water treatment plant that receives its source water supply from the St. Lawrence River. Treatment consists of pre-chlorination, basket screens, chemically assisted coagulation and flocculation, 4 rapid dual media filters (anthracite coal and sand) for physical removal of turbidity, ultraviolet irradiation (primary disinfection) followed by post chlorination (secondary disinfection). Parameters such as UV intensity, chlorine residual, pH, filter and potable turbidity are continuously monitored. All process and security alarms are monitored 24/7 by Falcon Security. The distribution system includes an elevated storage tank, 6 sample stations, 82 hydrants and a mix of distribution material piping.

List all water treatment chemicals used over this reporting period:

Sodium Hypochlorite – ANSI/NSF 60 SternPAC (Aluminum chloride hydroxide sulphate) –ANSI/NSF 60

# Were any significant expenses incurred to?

- [X] Install required equipment
- [X] Repair required equipment
- [X] Replace required equipment

#### Please provide a brief description and a breakdown of monetary expenses incurred

Annual inspection of chlorine injection ring and raw intake structure.

Semi-annual servicing of Trojan UV Swift 12.

Semi-annual servicing of backup generator.

Annual backflow testing.

Annual servicing and calibration of lab equipment/portable chlorine analyzers.

Semi-annual servicing of SCADA systems.

Annual servicing of fire alarm system.

Installed a new Golden Anderson Pump Director.

Fall arrest system replaced and upgraded in the Cardinal Water Tower.

Replaced Filter 2B turbidity analyzer and backwash valves.

Replaced media in filter 1A.

Replaced two UV lamps.

Purchased two spare dosimeter boards for UV Systems.

Replaced chlorine transfer pump.
Upgraded the Falcon Security communicator system.
Replaced pH probes in clearwell and post chlorine analyzers.

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre:

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period:

	Number of Samples	Range of E.Coli Or Fecal Results (min )-(max)	Range of Total Coliform Results (min )-(max)	Number of HPC Samples	Range of HPC Results (min )-(max)
Raw	52	0 – 17	0 - 53	N/A	N/A
Treated	52	0 - 0	0 - 0	52	<2 - 2
Distribution	156	0 - 0	0 - 0	156	<2 - 500

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report:

Parameter	Number of Grab Samples	Range of Results (min #)-(max #)			
	Potable Turb	idity			
Continuous	8760	0.07 – 0.18			
Grab	365	0.05 - 0.18			
F	ilter 1A Turk	oidity			
Continuous	8760	0.01 - 0.20			
Grab	724	0.05 - 0.13			
F	ilter 1B Turk	oidity			
Continuous	8760	0.01 – 0.13			
Grab	730	0.04 - 0.16			
F	Filter 2A Turbidity				
Continuous	8760	0.05 - 0.40			
Grab	730	0.04 - 0.18			
Filter 2B Turbidity					
Continuous	8760	0.01 – 0.27			
Grab	729	0.04 - 0.21			

**NOTE**: For continuous monitors use 8760 as the number of samples.

С	hlorine (Prir	mary)	
Continuous	8760	0.36 -2.96	
Grab	730	0.4 - 3.1	
Chlo	orine(Point o	of Entry)	
Continuous	8760	0.98 - 4.05	
Grab	730	1.7 – 3.3	
Chlorine(Distribution)			
Grab: Free:	826	0.40 - 2.20	
Total:	730	0.60 - 2.20	
UV Disinfection	8760	0.40 - 73.63	
Fluoride	N/A	N/A	

**NOTE**: Units of measures include:

Chlorine – mg/L Turbidity – NTU UV – mj/cm<sup>2</sup>

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
N/A	N/A	N/A	N/A	N/A

Summary of Inorganic parameters tested during this reporting period or the most recent sample results:

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	Oct 12, 2021	0.0001	mg/L	No
Arsenic	Oct 12, 2021	0.0006	mg/L	No
Barium	Oct 5, 2021	0.022	mg/L	No
Boron	Oct 5, 2021	0.021	mg/L	No
Cadmium	Oct 12, 2021	<0.000015	mg/L	No
Chromium	Oct 5, 2021	< 0.002	mg/L	No
*Lead	Jan 4, 2021	<0.00002	mg/L	No
Mercury	Oct 8, 2021	<0.00002	mg/L	No
Selenium	Oct 12, 2021	< 0.001	mg/L	No
Sodium	Nov 1, 2021	19.7	mg/L	No
Uranium	Oct 12, 2021	0.00016	mg/L	No
Fluoride	Dec 6, 2021	0.2	mg/L	No
Nitrite	Dec 6, 2021	<0.1	mg/L	No
Nitrate	Dec 6, 2021	0.2	mg/L	No

<sup>\*</sup>only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

# Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (mg/L) (min) – (max)	Number of Exceedances
Plumbing	N/A	N/A	N/A
Distribution	4	0.00009-0.00017	0

# Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedan ce
Alachlor	Oct 15, 2021	< 0.3	ug/L	No
Atrazine + N-dealkylated	Oct 15, 2021	< 0.6	ug/L	No
metabolites				
Azinphos-methyl	Oct 15, 2021	< 0.1	ug/L	No
Benzene	Oct 12, 2021	< 0.5	ug/L	No
Benzo(a)pyrene	Oct 15, 2021	< 0.006	ug/L	No
Bromoxynil	Oct 15, 2021	< 0.5	ug/L	No
Carbaryl	Oct 15, 2021	< 3	ug/L	No
Carbofuran	Oct 15, 2021	< 1	ug/L	No
Carbon Tetrachloride	Oct 12, 2021	< 0.2	ug/L	No
Chlorpyrifos	Oct 15, 2021	< 0.6	ug/L	No
Diazinon	Oct 15, 2021	< 1	ug/L	No
Dicamba	Oct 15, 2021	< 10	ug/L	No
1,2-Dichlorobenzene	Oct 12, 2021	< 0.5	ug/L	No
1,4-Dichlorobenzene	Oct 12, 2021	< 0.5	ug/L	No
1,2-Dichloroethane	Oct 12, 2021	< 5	ug/L	No
1,1-Dichloroethylene	Oct 12, 2021	< 0.5	ug/L	No
(vinylidene chloride)				
Dichloromethane	Oct 12, 2021	< 5	ug/L	No
2-4 Dichlorophenol	Oct 15, 2021	< 0.2	ug/L	No
2,4-Dichlorophenoxy acetic acid	Oct 15, 2021	< 10	ug/L	No
(2,4-D)				
Diclofop-methyl	Oct 15, 2021	< 0.9	ug/L	No
Dimethoate	Oct 15, 2021	< 1	ug/L	No
Diquat	Oct 15, 2021	< 5	ug/L	No
Diuron	Oct 15, 2021	< 5	ug/L	No
Glyphosate	Oct 14, 2021	< 25	ug/L	No
Malathion	Oct 15, 2021	< 6	ug/L	No
MCPA	Oct 18, 2021	< 10	Ug/L	No
Metolachlor	Oct 15, 2021	< 3	ug/L	No
Metribuzin	Oct 15, 2021	< 3	ug/L	No
Monochlorobenzene	Oct 12, 2021	< 0.5	ug/L	No

Paraquat	Oct 15, 2021	< 1	ug/L	No
Pentachlorophenol	Oct 15, 2021	< 0.2	ug/L	No
Phorate	Oct 15, 2021	< 0.3	ug/L	No
Picloram	Oct 15, 2021	< 15	ug/L	No
Polychlorinated Biphenyls(PCB)	Oct 15, 2021	< 0.05	ug/L	No
Prometryne	Oct 15, 2021	< 0.1	ug/L	No
Simazine	Oct 15, 2021	< 0.6	ug/L	No
THM	2021	70.75	ug/L	No
(Running Annual average)				
HAA (Running annual average)	2021	33.5	ug/L	No
Terbufos	Oct 15, 2021	< 0.5	ug/L	No
Tetrachloroethylene	Oct 12, 2021	< 0.5	ug/L	No
2,3,4,6-Tetrachlorophenol	Oct 15, 2021	< 0.2	ug/L	No
Triallate	Oct 15, 2021	< 10	ug/L	No
Trichloroethylene	Oct 12, 2021	< 0.5	ug/L	No
2,4,6-Trichlorophenol	Oct 15, 2021	< 0.2	ug/L	No
Trifluralin	Oct 15, 2021	< 0.6	ug/L	No
Vinyl Chloride	Oct 12, 2021	< 0.2	ug/L	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample

# **OPTIONAL ANNUAL REPORT TEMPLATE**

Drinking-Water System Number:	260005112
Drinking-Water System Name:	Edwardsburgh Industrial Park Distribution System
Drinking-Water System Owner:	Township of Edwardsburgh Cardinal
<b>Drinking-Water System Category:</b>	Small Municipal Residential
Period being reported:	January 1, 2021 to December 31, 2021

Complete if your Category is Large Municipal Residential or Small	Complete for all other Categories.
Municipal Residential	Number of Designated Facilities served:
Does your Drinking-Water System serve more than 10,000 people? Yes [ ] No [ X ]	
Is your annual report available to the public at no charge on a web site on the Internet?	Did you provide a copy of your annual report to all Designated Facilities you serve?
Yes [ X ] No [ ]	Yes [ ] No [ ]
Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:	Number of Interested Authorities you report to:
Cardinal Wastewater Treatment Plant 4000 John St Cardinal, Ontario K0E 1E0	Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [ ] No [ ]

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [ ] No [ ]

Indicate how you notified system users that your annual report is available, and is free of charge.

[X]	Public access/notice via the web
[]	Public access/notice via Government Office
[X]	Public access/notice via a newspaper
[]	Public access/notice via Public Request
[]	Public access/notice via a Public Library
[ ]	Public access/notice via other method:

# **Describe your Drinking-Water System**

The Edwardsburgh Industrial Park distribution system receives all its treated water from the Prescott WTP. The system serves approximately 27 residences and 13 industrial/commercial establishments. The system does not provide re-chlorination and does not have a booster station. The system is comprised of approximately 3 km of Cast Iron, PVC and HDPE materials. Continuous monitoring of chlorine residual currently takes place at Prysmian Cables and hand samples are taken within every 72 hours. There are 2 isokinetic sample stations located at the north and south end of Reilly Street.

List all water treatment chemicals used over this reporting period

_	ziot ani mator troatmont onomicalo doca e tor timo reperting period
Г	
	NT/A
	1V/ $A$

# Were any significant expenses incurred to?

	Install	required	equipment
--	---------	----------	-----------

[] Repair required equipment

[X] Replace required equipment

- One new residential water service installed in New Wexford.
- Falcon Security upgraded alarm communicator for the chlorine analyzer system.

Please provide a brief description and a breakdown of monetary expenses incurred

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period:

	Number of Samples	Range of E.Coli Or Fecal Results (min-max)	Range of Total Coliform Results (min-max)	Number of HPC Samples	Range of HPC Results (min-max)
Raw	N/A	N/A	N/A	N/A	N/A
Treated	N/A	N/A	N/A	N/A	N/A
Distribution	52	0 – 0	0 - 0	52	< 2 - 14

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min)-(max)
Chlorine (Continuous)	8760	0.54 - 1.68
Chlorine (Grab)	Free: 314	0.27 - 1.49
	Total: 309	0.41 - 1.73
Fluoride	NA	NA

**NOTE**: For continuous monitors use 8760 as the number of samples.

**NOTE**: Record the unit of measure if it is **not** milligrams per litre.

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure

Summary of Inorganic parameters tested during this reporting period or the most recent sample results:

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony				
Arsenic				
Barium				
Boron				
Cadmium				
Chromium				
*Lead				
Mercury				

Selenium		
Sodium		
Uranium		
Fluoride		
Nitrite		
Nitrate		

# Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (mg/L) (min) – (max)	Number of Exceedances
Plumbing	N/A	N/A	N/A
Distribution	2	0.00044-0.00045	0

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor				
Aldicarb				
Aldrin + Dieldrin				
Atrazine + N-dealkylated				
metobolites				
Azinphos-methyl				
Bendiocarb				
Benzene				
Benzo(a)pyrene				
Bromoxynil				
Carbaryl				
Carbofuran				
Carbon Tetrachloride				
Chlordane (Total)				
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Cyanazine				
Diazinon				
Dicamba				
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1,4-Dichlorobenzene				
Dichlorodiphenyltrichloroethane				
(DDT) + metabolites				
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, <u>, , , , , , , , , , , , , , , , , , </u>	Vinyl Chloride			

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards:

Parameter	Result Value	Unit of Measure	Date of Sample



# TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Council

**Date:** January 24, 2022

**Department:** Administration

**Topic:** Electronic Voting Services - 2022 Municipal Election

**Purpose:** To enter into an agreement with Intelivote Systems Inc. for the provision of electronic voting services for the 2022 Municipal Election.

**Background:** In 2006, the Township utilized internet and telephone voting for the first time. At that time, the only Canadian firm offering services that combined electronic methods with traditional paper balloting was Intelivote. Since 2006, the Township, along with the majority of municipalities within the Counties of Leeds & Grenville have opted to use internet and telephone voting, with Intelivote providing these services.

The Clerk's group for Leeds & Grenville created a subcommittee to draft an RFP and review the submissions. The RFP closed at the end of October 2021. Only two submissions were received. One submission was rejected due to submitting after the deadline. The Clerk's group subcommittee has completed the review of the RFP and consensus was reached to select Intelivote as the successful bidder.

During the regular meeting of Council, Bylaw 2021-56 to authorize the use of alternative voting methods for the 2022 municipal election was passed. Now that the Clerk's group has received and reviewed the bids and the vendor has prepared the agreement, the next step in the process is to enter into an agreement with the vendor to provide these services.

The cost per elector, based on the RFP bid, would be \$2.30, compared to \$2.35 for the 2018 election. This represents a noteworthy reduction, as without the partnership of the Clerk's group, the price would be in the range of \$2.75-\$2.85 per elector.

In addition to the cost savings, using the same vendor also offers the benefit of simplifying the voting process for electors who own properties in multiple municipalities because they are able to follow the same process regardless of where they are eligible to vote. It also allows for common educational items, group training, advertising and information broadcasting across our region.

**Policy Implications:** Section 11 of the Municipal Elections Act outlines that the clerk is responsible for conducting elections within a municipality and that includes the responsibility to prepare for the election. As with previous elections, the Clerk's group are working together to develop best practices, policies and procedures to ensure the election is conducted in accordance with the current legislation.

**Financial Considerations:** There is currently \$19,100 in the election reserve, with an additional \$6,000 budgeted for 2022. The quoted cost per elector will fit within the proposed budget. The overall cost of the 2018 election was \$24,244.60.

**Recommendation:** That Municipal Council pass a bylaw to authorize the execution of an agreement with Intelivote Systems Inc. for the provision of electronic voting services for the 2022 Municipal Election.

R. Williams	DelSat
Clerk	CAO

# MUNICIPAL VOTING CONTRACT

**Agreement for eVoting Services** made and effective this <u>10th</u> day of <u>January</u>, 2022

#### BETWEEN:

## TOWNSHIP OF EDWARDSBURGH CARDINAL

Of 18 Centre St., Spencerville, Ontario, K0E 1X0 (herein called "the Municipality")

- and -

#### INTELIVOTE SYSTEMS INC.

Of 12-40 Thornhill Drive, Dartmouth, Nova Scotia, B3B 1S1 (herein called "ISI")

**WHEREAS** ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

**AND WHEREAS** the Municipality wishes to obtain from ISI the use of some of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

**AND WHEREAS** ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

**NOW THEREFORE FOR** the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

#### 1. Definitions

- 1.1 "Auditor" means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 "Candidates' Agents" means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 "Candidate Reports"- means an electronic record in an agreed upon format produced and made available to Candidates' Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 "Consulting Services"- means the services described in Schedule "A" hereof which are to be rendered by ISI.
- 1.6 "Contract Administrator"- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 "Control Centre"- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 "Election Date(s)"- means the following days: Monday, October 17, 2022 until Sunday, October 23, 2022 and October 24, 2022.
- 1.9 "Election Officials"- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Returning Officer and/or Deputy Returning Officer, whose rulings ISI shall be compelled to comply with.
- 1.10 "Eligible Elector"- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 "Interactive Voice Response" and "IVR"- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 "Internet Enabled Connection Service"- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 "PIN"- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 "Telephone Voting Number"- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.

- 1.15 "Voting Decision"- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.
- 1.16 "Voting Period"- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 "Website Voting Address"- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

#### 2. Provision of ISI Services

2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

# 3. Specifications

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.

- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.
- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

#### 4. Contract Administration

4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Dean Smith (902) 481-1156

Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:

Name: Rebecca Williams
Telephone: (613) 658-3055 x 105
Email: rwilliams@twpec.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.
- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

# 5. Obligations of the Municipality

- 5.1 The Municipality shall:
  - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
  - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
  - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.

- 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
- 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

# 6. Obligations of ISI

# 6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and

6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

## 7. Fee and Payment Terms

- 7.1 The Municipality agrees to pay to ISI:
  - 7.1.1. A base services fee equal to \$1.00 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
  - 7.1.2. A services and postage fee equal to \$1.30 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;
  - 7.1.3. Any fees for additional consulting services described in Schedule "B";
  - 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
    - a) 30% of the base services fee of \$1.00 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
    - b) The services and postage fee of \$1.30, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
    - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
  - 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
  - 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

## 8. Ownership and Rights

8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

#### 9. Representations and Warranties

- 9.1 ISI represents and warrants that:
  - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;
  - 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
  - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and
  - 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
  - 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
  - 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.
- 9.2 The Municipality represents and warrants that:
  - 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

#### 10. Remedies

10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the

- defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.
- 10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

## 11. Force Majeure

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

## 12. Limitation of Liability

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

#### 13. Miscellaneous

- 13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.
- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

Per:
Per:
INTELIVOTE SYSTEMS INC.
Per:

# SCHEDULE "A" Base Services

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote:
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;

- Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials:
- n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer and Deputy Returning Officer);
- o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
- p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

# SCHEDULE "B" Consulting Services

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes All travel and living expenses will be reimbursed to ISI at cost.

## **TOWNSHIP OF EDWARDSBURGH CARDINAL**

		January 2	4, 2022
	ution Number: 2022-	CODY	
	d By:	COPY	
Secon	ded By:		
THAT	T Municipal Council:		
1.	Authorizes the Mayor and CAO to sign the Township of Edwardsburgh and the	•	t between
2.	Authorizes the Mayor and CAO to sign the day that the loan is to be transferred and	•	
3.	That the signed RBC loan agreement Manager to ensure that all necessary outlined in the banking agreement; and	documents are provided to the	
4.	Directs the Port General Manager to p payment of \$700,000.00, plus any trank RBC operating account to the Port of purchase of the property known as 282	nsaction fees from the Port of Jo Johnstown's lawyer to complete	ohnstown's the
As re	commended by the Port Management C	Committee.	
	arried □ Defeated □ Unanimous		
	or:		9.40
NAM		YEA	NAY
	ncillor H. Cameron	TEA	INAT
	ncillor S. Dillabough		
	ncillor J. Hunter		
	uty Mayor T. Deschamps		
	or P. Sayeau		
TOT	*		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 24, 2022

Resolution Number: 2022-  Moved By: Seconded By:		
THAT Municipal Council:		
Receives the Port of Johnstown 2	2021 Year End Review Report; and	
Receives the financial statement, statements be submitted and interest.	, as per Bylaw 2017-02, and that the fi erpreted to Council.	inancial
As recommended by the Port Managem	nent Committee.	
□ Carried □ Defeated □ Unanimo		
RECORDED VOTE REQUESTED BY:		
NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

## Port of Johnstown STATEMENT OF INCOME(LOSS) AND SURPLUS(DEFICIT) FOR THE MONTH ENDED 12/31/2021

	CURRENT YEAR	PRIOR YEAR
BERTHAGE	128,746.45	125,065.71
MOORING/SERVICES	29,093.75	
GRAIN WHARFAGE	151,887.76	
DRY BULK CARGO WHARFAGE	549,219.36	
BREAK BULK CARGO WHARFAGE	16,461.17	Control Control Control Control
LIQUID BULK CARGO WHARFAGE	28,120.05	· ·
DRY BULK CARGO STORAGE		
BREAK BULK CARGO STORAGE	33,786.50	
	88,198.03	
MARINE SECURITY	61,673.10	
HARBOUR SERVICES	1,087,186.17	1,079,931.07
GRAIN STORAGE	1,904,233.42	
AERATION	166,351.44	
LAB TESTING	2,835.04	
RECEIVING - VESSELS	237,826.03	
RECEIVING - RAILS	0.00	
RECEIVING - TRUCK	2,036,411.62	
DELIVERING - VESSELS	759,722.92	
DELIVERING - RAIL	3,245.50	0.00
DELIVERING - TRUCKS	486,302.78	602,217.91
DELIVERING - MILL	4,649.01	3,289.76
CLEANING	7,473.60	69,980.85
GRAIN DRYING	219,731.48	72,421.25
SOYBEAN DRYING	779,069.00	825,000.00
GRADING	105.00	75.00
FUMIGATION	334,672.02	2 280,069.81
PROTEIN ANALYSIS	6,811.60	4,351.62
CGC VESSEL GRADING REVENUE	109,951.88	90,832.85
CGC VESSEL GRADING EXPENSE	(109,951.88	) (90,832.85)
GRAIN SERVICES	6,949,440.46	6 6,305,177.88
RAIL STORAGE	109,300.0	0 151,080.00
RAIL SERVICES	109,300.0	0 151,080.00
BUSINESS PROPERTY LEASES	61,116.7	3 52,976.70
CARGO STORAGE LEASES	347,287.3	
LICENSE AGREEMENTS	46,583.3	TOTAL TOTAL CONTRACTOR OF THE
COTTAGE LEASES	44,407.1	· ·
LEASES/LICENSES	499,394.5	
EE/ (OEG/EIGENOEG	100,001.0	021,001.00
SALE OF GRAIN	11,928.9	5 15,976.50
SALE ELECTRICITY	4,826.4	
MISCELLANEOUS	98,241.4	2 35,981.73
OTHER SERVICES/SALES	114,996.8	0 56,895.51
TOTAL OPERATING REVENUES	8,760,317.9	4 8,517,990.24

## Port of Johnstown STATEMENT OF INCOME (LOSS) AND SURPLUS (DEFICIT) FOR THE MONTH ENDED 12/31/2021

		PRIOR YEAR
REVENUES FROM OPERATIONS	8,760,317.94	8,517,990.24
OPERATING EXPENSES  LABOUR - REGULAR  LABOUR - OVERTIME  EMPLOYEE BENEFITS  -	1,398,801.89 269,488.24 796,724.38 2,465,014.51	1,431,894.23 226,396.59 847,902.52 2,506,193.34
ELECTRICITY  NATURAL GAS  EQUIPMENT FUEL  UTILITIES	298,409.09 44,020.38 1,915.63 344,345.10	305,799.14 53,747.83 2,285.57 361,832.54
MATERIALS AND SUPPLIES OUTSIDE SERVICES ADVERTISING / MEMBERSHIPS RENTALS TRAVEL / BUSINESS OFFICE ADMINISTRATION INSURANCE ALLOW FOR DOUBTFUL DEBTS BAD DEBTS COMMITTEE HONORARIUM MUNICIPAL ALLOCATION OTHER OPERATING & ADMIN GRAIN HANDLING LOSSES TOTAL OPERATING EXPENSES	82,192.25 384,125.81 181,314.12 9,645.64 1,497.81 61,275.07 284,681.63 0.00 0.00 20,500.00 781,261.00 1,806,493.33 0.00 4,615,852.94	106,190.67 314,382.64 141,304.58 9,719.74 4,023.45 64,797.60 268,684.98 0.00 0.00 16,120.00 769,715.00 1,694,938.66 0.00 4,562,964.54
NET INCOME (LOSS) FROM OPERATIONS  AMORTIZATION AMORTIZED CAPITAL CONTRIBUTIONS BANK INTEREST ACCTS. REC. INTEREST UNREALIZED CAPITAL GAINS(LOSSES)ON IN	400,128.56 151,123.89 (1,001.72)	215,557.52 6,294.84
NET INCOME (LOSS)	3,627,657.17	3,604,528.79

# Port of Johnstown 2021 Year End Review







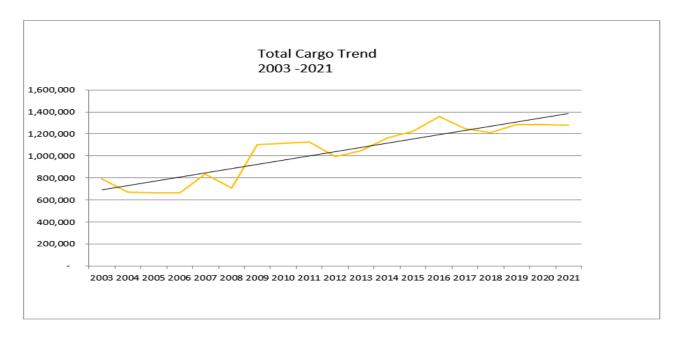
Date: Jan.19, 2022

## Total Cargo 2021

Total cargo processed at the Port in 2021 totalled 1,267,529 metric tons.

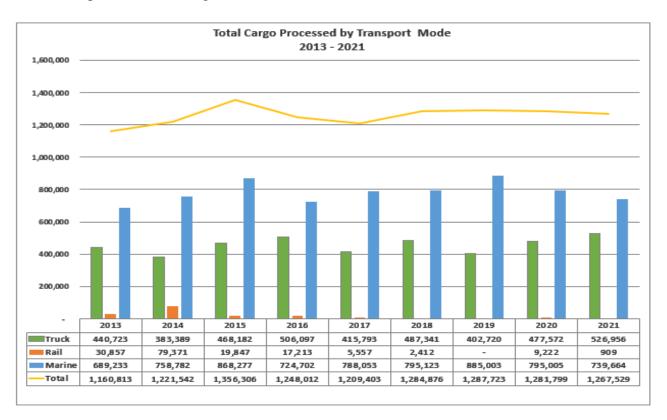
From 2001-2011 average cargo = 842,429 mt.

From 2012-2021 average cargo = 1,209,167 mt.



## **Tri-modal Transport**

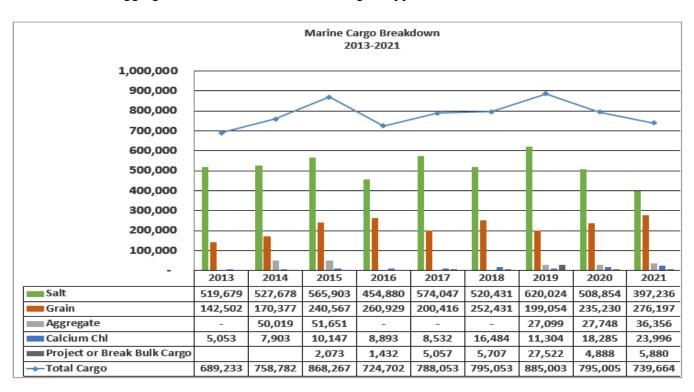
The Port's marine and grain terminals process a variety of bulk cargos by vessel, truck and rail. Marine transport 58% Trucking 41.5% Rail 0.5%



## Marine Business Report

## Cargo

The Port processed a total of 739,664 metric tons of cargo over its docks. Grain movement by vessel was up by 17.4% over 2020, however, salt was down by over 110,000 MT resulting in an overall decrease in marine cargo movement of 55,342 MT (7%). A couple of bright notes to report was the increase in both aggregate and calcium chloride tonnage shipped and received at the Port.



## **Vessel Traffic Summary**

#### Number of vessels

Cargo	2015	2016	2017	2018	2019	2020	2021
Bulk Cargo - Salt	28	24	26	25	30	22	20
Bulk Cargo - Grain	13	16	13	18	13	15	15
Project Cargo - Wind Energy	1	1	1	0	13	0	2
Cruise	0	0	4	1	10	0	0
Break Bulk Cargo - Steel	0	0	2	2	2	1	2
Liquid Bulk Cargo - Calcium Chl.	2	2	2	3	2	3	4
Bulk Cargo - Aggregate	2	0	0	0	1	1	2
Other	1	3	5	5	7	3	8
Total	47	46	53	54	78	45	53

## Bulk Cargo- Salt

First Vessel of 2021 – The Algoma Niagara arrived on April 6 with a load of salt. The captain was greeted by the Port General Manager and received a gift.



The Algoma Innovator was the last vessel of 2021, arriving on December 30th discharging 21,705 MT of salt.



## Salt Shipments by Vessel

As expected, salt cargo was down from the record breaking 620,024 MT received in 2019. Milder winters in the past 2 years has resulted in a surplus of salt remaining in inventory and this trend may carry over again in 2022. Of note, there were no salt shipments imported from overseas in 2021.

Date	Vessel	Commodity	Qty (MT)
April 6	Algoma Niagara	Salt	26,536
May 2	Algoma Sault	Salt	12,423
May 21	Baie Comeau	Salt	28,229
May 29	Whitefish Bay	Salt	28,513
June 8	Algoma Buffalo	Salt	17,681
June 18	Algoma Buffalo	Salt	17,444
June 23	Algoma Buffalo	Salt	17,586
June 23	Algoma Sault	Salt	11,151
Aug 4	Algoma Buffalo	Salt	18,039
Aug 15	Algoma Buffalo	Salt	17,999
Sept 26	Algoma Sault	Salt	10,140
Oct 6	Baie Comeau	Salt	28,555
Oct 13	Algoma Innovator	Salt	9,009
Oct 30	Baie St. Paul	Salt	18,378
Nov 2	Baie Comeau	Salt	28,717
Nov 16	Atlantic Huron	Salt	27,557
Nov 26	Algoma Compass	Salt	24,423
Dec 8	Algoma Innovator	Salt	5,277
Dec 13	Atlantic Huron	Salt	27,875
Dec 30	Algoma Innovator	Salt	21,705
		Total MT	397,236

<sup>\*</sup> Salt Imported

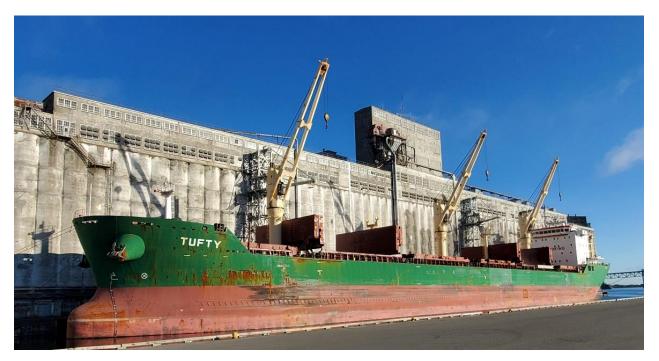
## **Liquid Bulk Shipments**

The Port received 23,996 MT of calcium chloride, an increase of over 30% from 2020.



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## Grain Shipments by Vessel



The Port had a total of 276,197 metric tons of grain cross the elevator dock in 2021. A total of 15 vessels arrived at the Port, including four ocean vessels destined for foreign markets and two lakers bringing corn in from the USA.

## Grain Shipments by Vessel

Date	Vessel	Commodity	Qty (MT)
April 16	Algoma Sault	US Corn	24,963
June 1	Acadia Desgagnes	Corn	8,568
July 26	Acadia Desgagnes	Corn	5,100
Sept 3	Algoma Niagara	US Corn	27,184
Sept 6	Algoma Niagara	Soybeans	15,622
Oct 15	Tufty*	Soybeans	19,490
Oct 23	Whitefish Bay	Soybeans	28,000
Nov 1	Onego Elbe*	Soybeans	9,738
Nov 3	Florence Spirit	Soybeans	11,827
Nov 9	Blair McKeil	Soybeans	11,895
Nov 19	Federal Frontier*	Soybeans	21,172
Nov 16	Whitefish Bay	Soybeans	28,352
Nov 17	Harvest Spirit	Soybeans	14,750
Dec 9	Federal Leda*	Soybeans	21,535
Dec 22	Thunder Bay	Corn	28,000
		Total	276,197

<sup>\*</sup> Import/Export Vessel

## **Grain Business Report**

The volume of grain received at the Port in 2021 was 427,482 MT which was an increase of 66,363 MT when compared to the previous year. It is the first year on record that the quantity of grain has exceeded 400,000 MT. The volume of all three main commodities (wheat, soybean and corn) was up. It should be noted that the inbound corn volume included two vessels for a local processor.

The producers saw a good year in terms of weather at planting time. This allowed them to get their crops in the ground in the normal timeframe. The weather is always a concern for crop yields. In 2021 it appears that the precipitation, although not plentiful in June and July, fell at the right time for the crops. The average soybean yield was above the average yield for the area. In addition, the average corn yield in Eastern Ontario was at a record level as reported by Farms.com. The missing precipitation did arrive in October and November which had the effect of slowing the soybean harvest with a few stops and starts due to wet field conditions and wet soybeans.

The challenge with soybeans in 2021 was the quantity of wet soybeans received. In a normal year, the percentage of wet soybeans is around 30%. The percentage of wet soybeans in 2021 was approximately 50%. This meant more grain drying and keeping the soybeans flowing through the dryer in order to be ready for the vessels as they arrived which we were able to accomplish.

The record corn yields in Eastern Ontario created demand for additional storage space at the Port. The addition of bin #9 at the annex in 2020 was a benefit in meeting some of this demand.

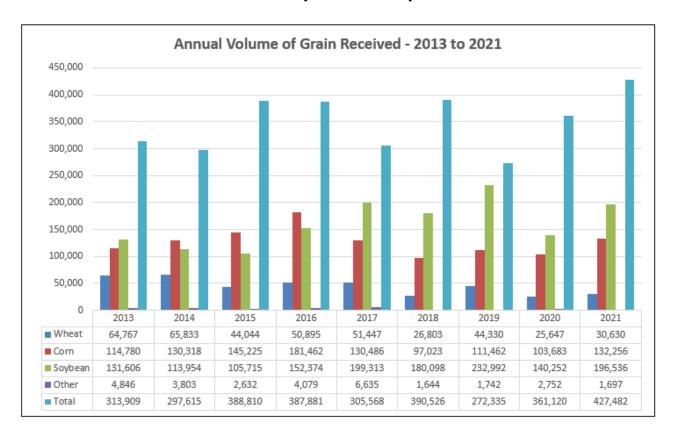
Storage of non-GMO corn continues to be an important aspect of the service that the Port provides.

The Port successfully completed the annual surveillance audit for its GMP+ Feed Assurance program and retained its certification. To recap, this is a quality program that requires the facility to have procedures in place to ensure our customers that we are receiving, handling, storing and shipping grain in accordance with recognized best practices for the feed industry. The success of the GMP+ program required the continued input and participation of all employees to make it successful.

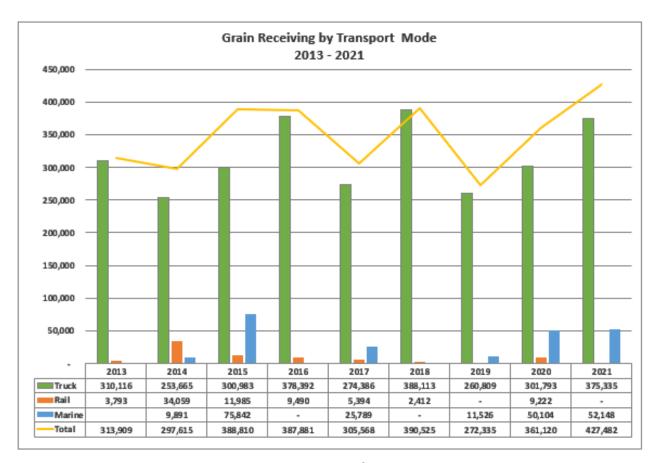
The Port also continues to support our local corn customers by providing extended working hours at night and on weekends to ensure that their production needs are being met.

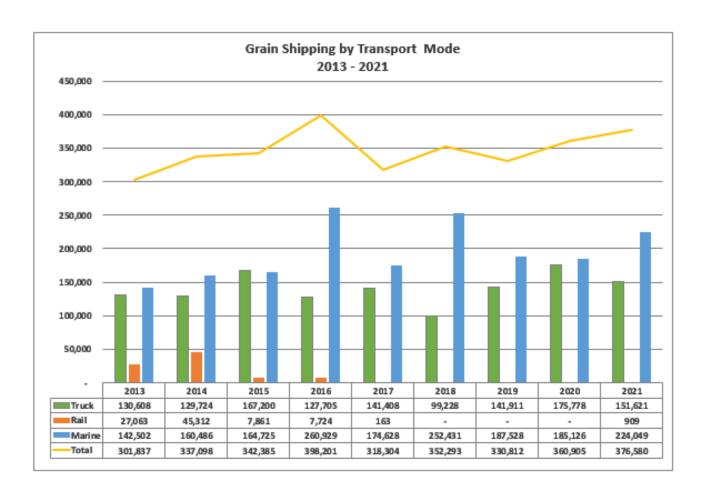


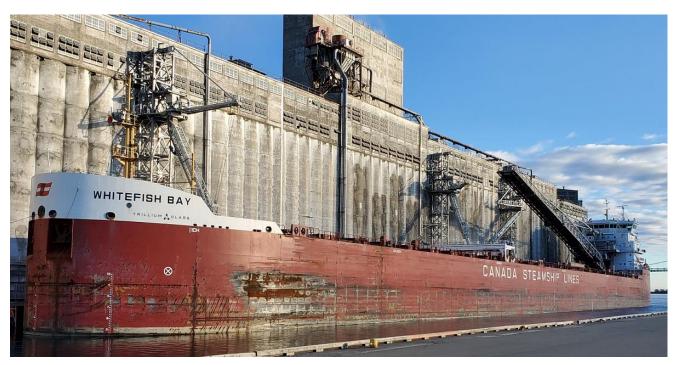
The chart below shows the total volume of each commodity handled per year. The interesting trend to note is the decline of wheat and increase in soybeans over the years.



The following charts show the mode of transport used for receiving and shipping grain at the Port.

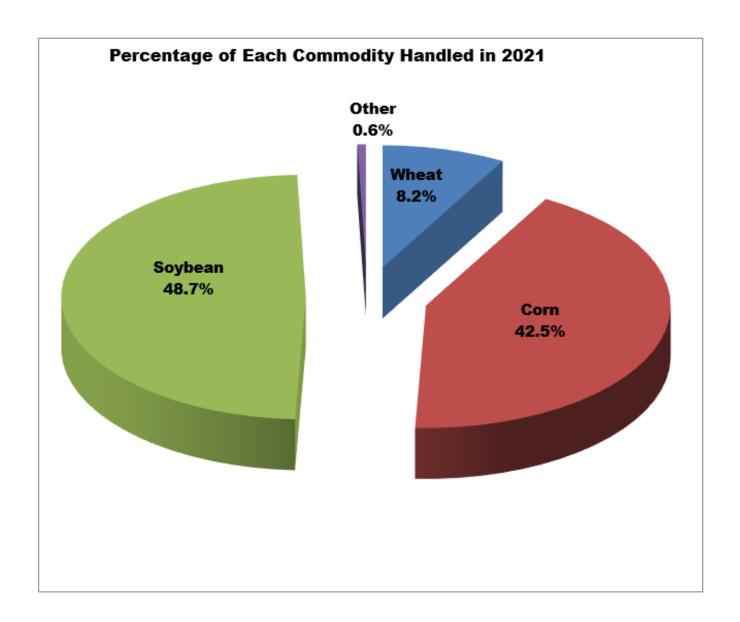




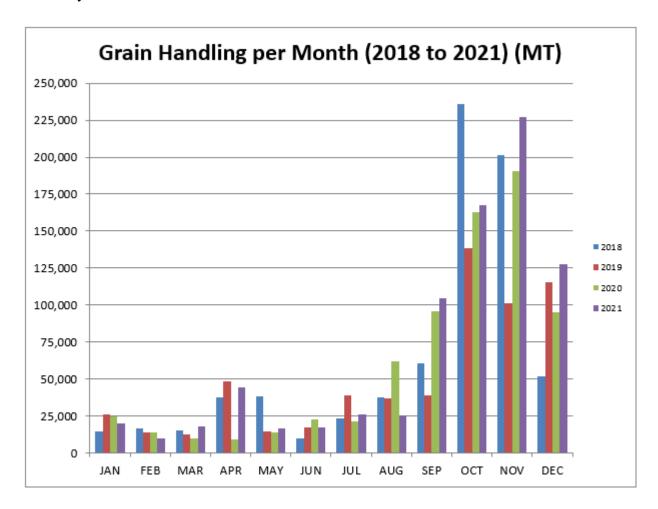


CSL Whitefish Bay taking a load of soybeans. The first of two trips to the Port in 2021.

The chart below illustrates the volume of each commodity handled by the Port. The highest volume crop handled by the Port continues to be soybeans.



The chart below highlights the volume of grain handled per month (receipts and shipments) over the last four years.



The wheat handled at the Port was up slightly in 2021 compared to the previous year. The volume received was 38,511 MT which was an increase of approximately 7,880 MT over 2020. The quality of wheat at harvest was very good. The preferred crops in this area continue to be corn and soybeans over wheat.

The 187,048 MT of corn received in 2021 was an increase of 57,792 MT compared to the previous year. It should be noted that approximately 52,147 MT of corn was brought in by two different vessels. The increase in corn yields in 2021 drove that increase as the inland elevators filled their bins. The added volume of corn lead to a vessel shipment from the Port on December 24<sup>th</sup>.

Receipts of non-GMO corn continued in 2021 with 25,526 MT received. This is on par with the previous year. The customer continues to be satisfied with the way their corn was handled and with the level of service provided.

The soybean harvest was once again a busy time at the Port with 199,602 MT received. This is a slight increase of 3,067 MT over the previous year. The vessels arrived at the Port in a more consistent pattern which allowed a steady flow of trucks into the receiving area over the course of harvest.

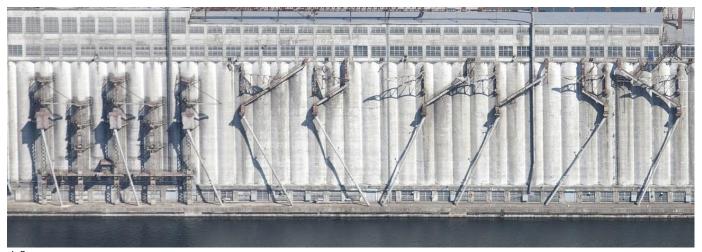
## **Capital Projects**

The total spent on capital projects in 2021 was \$7,852,925 million dollars that covered a variety of projects. However, the majority of the funds were for the new vessel loading spouts. A summary of those projects for the grain operations is shown below. It should be noted that a few other projects were not completed or deferred as it was determined further work or study was required before proceeding. These projects will carry over to 2022.

The following is a list of projects that were completed to improve operations at the Port in 2021:

• The installation and commissioning of the new vessel loading spouts was completed in 2021. This was the largest portion of the capital spending this year. The photos below show the before and after shots of the loading spouts.

#### **Before:**



#### After:

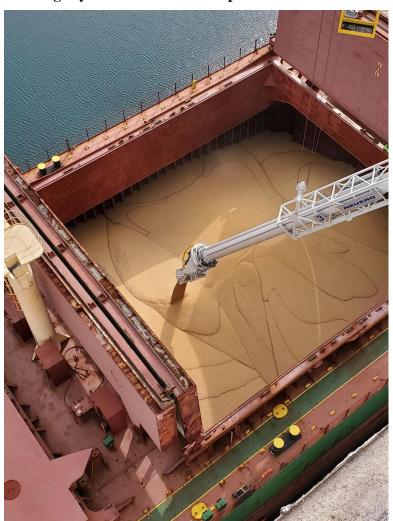


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## Loading soybeans with old spouts



Loading soybeans with the new spouts – note the absence of dust

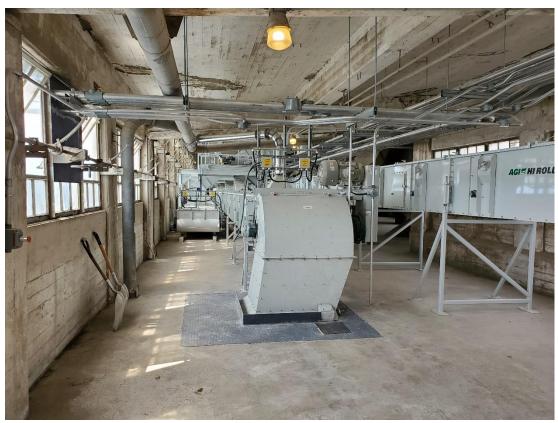


Page 93 of 188

Shipping Gallery conveyors with the old system



Shipping Gallery conveyors with new system



## Replaced Conveyor Belt #1 in basement



## Purchased a new Grain Analyzer



Paving Project: The Port began the resurfacing of their marine docks. Areas had consolidated over the years causing large amounts of water accumulating on the dock which is not conducive to storing salt.

The first phase was the west Riverfront dock. A total of 12,777 square meters of paving was completed in July 2021 at a cost of \$401,330. The project was completed in less than 2 weeks causing minimal disruption to the Port's marine activities.

#### **Before Paving:**



## **After Paving:**



# Capital Budget Summary

ZOZI OMI IIME DODOLI - ILMIN LIND asolidecist/ZI Jalidaly 15, 2022 lileeti	2021 CAPITAL BUDGET - YEAR EN	D as of dec 31/21	January 19, 2022 meeting
--	-------------------------------	-------------------	--------------------------

		20	21 Budget				E	stimated
	Capital Spending		Amount	Actual	Status	Completion	Rem	aining 2021
1	Paving Projects	\$	450,000	\$ 401,330	Complete	2nd Qtr	\$	-
2	Rail Repair	\$	50,000	\$ 49,903	Complete - Outst. invoice	4th Qtr		
3	New Conveyor belt for basement	\$	75,000	\$ 73,411	Complete - Outst. invoice	4th Qtr		
4	New motors/dividers for two grain samplers - QC	\$	40,000	\$ 32,212	Complete	2nd Qtr	\$	-
5	New protein analyzer for grain grading	\$	49,500	\$ 38,750	Complete	2nd Qtr	\$	-
6	Additional hardware for temperature monitoring system	\$	45,000	\$ 33,216	Complete	2nd Qtr	\$	
7	Air conditioning unit for general foreman/scale room	\$	16,000	\$ 7,895	Complete	2nd Qtr	\$	
8	Lofter belt for marine lofters (#3 lofter)	\$	30,000	\$ 24,447	Complete	2nd Qtr	\$	-
10	Loading Spouts	\$	6,890,301	\$ 7,008,318	Complete	4th Qtr	\$	-
9	New Grain Building	\$	50,000	\$ 2,400	Carryover into 2022	4th Qtr	\$	10,000
11	Dust system	\$	60,000	\$ 29,897	Carryover into 2022	4th Qtr	\$	45,000
12	Security cameras/fencing	\$	45,000	\$ 11,785	Carryover into 2022	4th Qtr	\$	45,000
13	Dock Fenders	\$	300,000	\$ 139,363	Carryover into 2022	4th Qtr/2022	\$	65,000
14	New Natural Gas generator	\$	300,000		Deferred to 2022 (RFQ)	2022	\$	-
15	New tooling for cleaning the tops of bins	\$	7,500		Deferred to 2022	2022	\$	
16	Connect #5 scale to bin 601	\$	25,000		Deferred to 2022	2022	\$	-
17	Repairs to concrete floor at #6 Receiving Pit	\$	50,000		Deferred to 2022	2022	\$	-
							\$	165,000

Total Capital Budget/Actual (Completed Projects)	\$ 7,645,801	\$7,669,481	
Total Capital in Progress Budget/Actual	\$ 837,500	\$ 183,444	
Potential Carryover for 2022	\$ 654,056		

Total capital badget Approved / Actual 2021	Total Capital Budget Approved /Actual 2021	\$ 8,483,301 \$7,852,925	
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## Maintenance Report

The maintenance department was busy during the year with many tasks in order to keep the elevator running smoothly. This includes annual inspections and preventative maintenance tasks, as well as completing projects to obtain improvements geared towards efficiency and reliability. An abbreviated summary of the activities in the maintenance department this year is shown below.

#### Maintenance - Electrical

- Installed new components to update the bin temperature monitoring system at the Port.
- Installed new plc's for the scale control system.
- Move some electrical conduits to make room for the new loading spouts.
- Replace 50 hp motor for one of the dust fans.
- Installed additional lighting on the scale floor.
- Spent time with the technician from Neuero (spout manufacturer) to become familiar with the electrical system for the new loading spouts.

## Maintenance - Mechanical

- Annual cleaning of the cooling section of GSI grain dryer and service dryer unload drag conveyor.
- Sealed off the doors from the bin floor to the old unloading towers.
- Installed new UHMW liner in the loaders for conveyors 5A, 6A and 7A.
- Annual inspection and maintenance of trippers 6A, 7A, 8A and 9A.
- Annual inspection and maintenance of rail and marine shipping lofters.
- Installed a new belt in lofter #3.
- Replaced the polyethylene buckets on lofter #2 that were damaged due to the lofter plugging.
- Annual inspection and maintenance of perimeter fence and gates.
- Annual lubrication of all rotating equipment was completed.
- Annual change out of dust collector bags was completed.
- Patch holes in skin of GSI grain dryer.
- Repair to the auger that transports dust from dust collectors A1 and A2 to the dust tank.
- Weekly, monthly and quarterly dust system inspections and maintenance.

#### Contractors

- The Electrical Safety Authority conducted their inspections in 2021. All was found to be in order.
- Drapeau Automatic Sprinkler Corp. conducted the annual inspection and verification of our fire alarm system. No issues were found during the testing and we were given our Certificate of Inspection.
- Annual inspection and certification of PPE for "working from heights" and "confined space entry" was performed by a technician from Grainger Canada.
- Unitech performed the annual inspection of the hoisting equipment.
- Schneider Electric sampled and analyzed transformer oil.

## Health and Safety / Training / Environment



January 18, 2022

Memo to: Mr. Robert Dalley, General Manager

From: Mr. John McGeough, Prevention and Regulatory Solutions Ltd.

Re: Environmental, Health & Safety Program Activities for 2021

Below is a summary of the environmental and health & safety program activities for the 2021 year that were provided by Prevention and Regulatory Solutions Ltd.

#### Management Support

- Prepared recommendations for short and longer-term areas of program development and training. Updated recommendations and discussed with management regularly.
- Prepared an outline of orientation subject matter for new Port employees and reviewed with management. Updated the training materials for procedures and programs that had changed since the previous orientation sessions.
- Circulated information to management regarding newly introduced changes to federal health and safety legislation and applicable standards.

#### General H&S Support

- Reviewed safety committee inspections, safety committee meeting minutes, and incident investigation reports from the previous year, and updated the hazard prevention program (HPP) assessment. Reviewed the new HPP content and recent or planned future safeguards with management, then consulted with the safety committee on adjustments before reissuing.
- In consultation with the safety committee, updated and reissued the respiratory hazard assessment and the Port procedure for respiratory protection against chemical exposures.
- Conducted two separate orientation training sessions for new Port employees.
- Conducted training for safety committee members participating in the development of the workplace harassment and violence (WH&V) prevention policy. Jointly developed the WH&V hazard assessment, policy, and employee training program with the safety committee and management and distributed all documents.
- Conducted training sessions for WH&V in two parts, to improve employee comprehension and retention.
- In consultation with the safety committee, made major updates to the policy on personal
  protective equipment and the procedure for working from heights, in line with changes to
  federal regulations. Finalized and issued the updated documents.
- In consultation with the safety committee, made planned updates to the procedures for reporting injuries and hazardous occurrences, confined space entry, and employee training, all on 3-year update schedules. Finalized and issued the updated procedures.



Port of Johnstown January 18, 2022

 Reviewed confined space entry (CSE) assessments and permit documents that were expiring due to their mandatory 3-year review cycle. Confined spaces involved in this review were the Class A and B spaces applicable to the normal bins and shipping bins in the elevator. Updated content and permit forms, circulated to management and confined space entry team for comments, then issued documents for use.

Conducted on-site respirator fit testing for all available Port personnel using the new style
of 3M N-95 respirators.

#### Environmental Program Support

- Reviewed the draft annual report for saltwater testing (by Blu Metric) and provided comments and recommendations to the General Manager.
- Participated in a virtual meeting with Port General Manager and the Ministry of Environment, Conservation and Parks (MECP). The meeting was requested by the MECP as a general discussion.
- Reviewed 2021 salt shipping data, inspection records, and salt management records in preparation for an annual MECP inspection.
- Analyzed and discussed results of pond outlet sampling data and discussed implications and recommendations with the General Manager.
- Participated in a planned inspection by the MECP regarding storm water management works and salt handling best management program. Prepared meeting minutes for the General Manager.

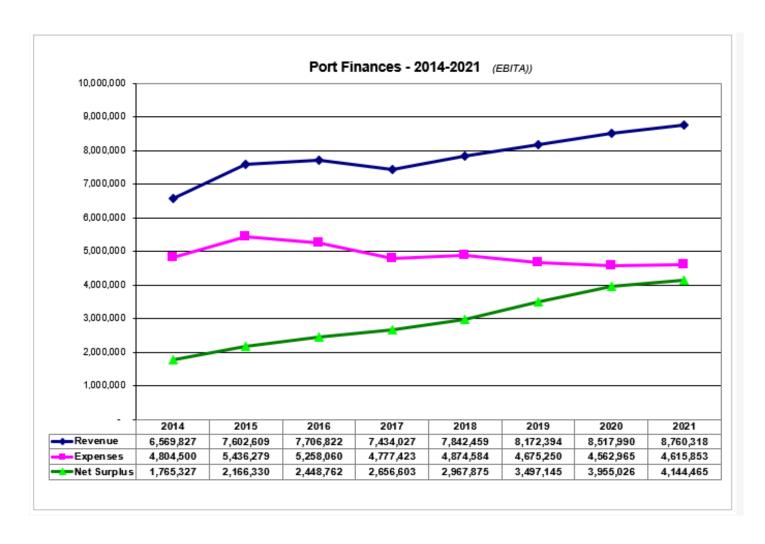
#### 2021 Health and Safety Metrics

Apart from the PandRS training hours, the following metrics were provided by the Port Office Manager.

Regular safety committee meetings	12
Special safety committee meetings	6
Workplace Inspections conducted	12
Incident or safety investigations conducted	3
Safety complaints filed	0
Work refusals filed	0
Accidents resulting in medical aid only	0
Accidents resulting in lost work days	0
Lost work days due to accidents	0
Training hours provided by PandRS	74

## FINANCE REPORT – Pre-audited EBITA

The Port of Johnstown, a division of the Township of Edwardsburgh Cardinal, has completed another very successful year. As detailed in the information below, we have finished 2021 with the highest revenues since the Township acquired the Port. Revenues for 2021 increased by 2.8% while expenses were slightly higher by 1.15% resulting in a record surplus of 4.144 million. This is a 4.5% increase in surplus over 2020 and a 135% increase since 2014.

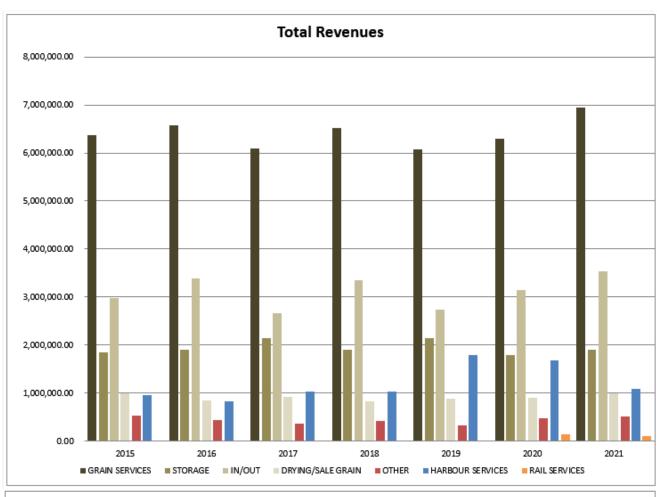


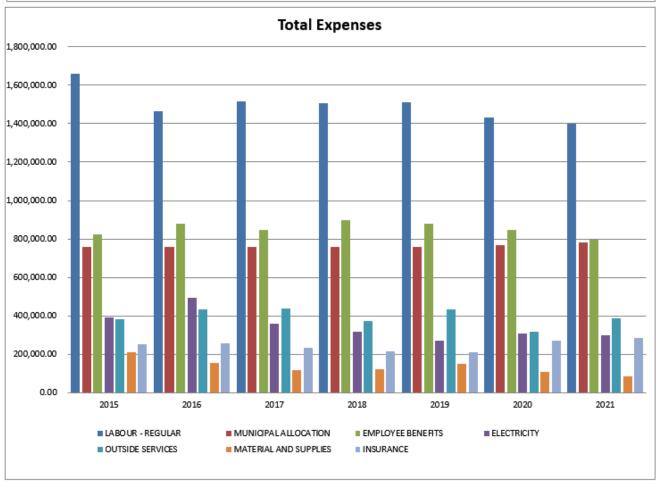
2021 - Revenues/Expenses/Surplus Quarterly Actuals VS Budget

Jan. 19, 2022

Jdll. 19, 2022	40T OTC	OND OTE	ADD ATS	ATULOTO	T-4-1
2021 BUDGET	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total
BUDGET REVENUE	900,000	1,260,000	1,650,000	4,195,000	8,005,000
ACTUAL REVENUE	836,760	1,287,377	2,223,661	4,412,517	8,760,316
BUDGET OPER. EXPENSE	975,000	1,225,000	1,325,000	1,475,000	5,000,000
ACTUAL EXPENSE	945,364	1,009,703	1,124,491	1,536,295	4,615,853
BUDGET NET SURPLUS	(75,000)	35,000	325,000	2,720,000	3,005,000
*ACTUAL SURPLUS	(108,604)	277,675	1,099,170	2,876,222	4,144,463
2011-2020 Actuals	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total
2020 REVENUE	967,003	1,291,866	1,997,000	4,262,122	8,517,990
2020 OPERATING EXP.	980,922	1,043,542	1,076,049	1,462,451	4,562,964
2020 NET SURPLUS	(13,920)	248,324	920,951	2,799,671	3,955,026
2019 REVENUE	1,012,775	1,397,838	1,583,263	4,178,519	8,172,394
2019 OPERATING EXP.	983,681	1,140,643	1,138,321	1,412,605	4,675,250
2019 NET SURPLUS	29,094	257,195	444,942	2,765,914	3,497,145
2018 REVENUE	840,124	1,150,186	1,633,737	4,218,410	
2018 OPERATING EXP.	995,233	1,252,738	1,197,547	1,429,065	
2018 NET SURPLUS	(155,109)			2,789,345	
2017 REVENUE	789,446	1,268,062		3,759,231	7,434,027
2017 OPERATING EXP.	1,118,701	1,066,194	1,068,904	1,523,624	4,777,423
2017 NET SURPLUS	(329,256)			2,235,607	2,656,603
2016 REVENUE	920,382	1,305,343			
2016 OPERATING EXP.	1,066,614	1,089,587		1,947,007	5,258,060
2016 NET SURPLUS	(146,232)		193,102	2,186,136	2,448,762
2015 REVENUE	668,203	1,301,025	1,979,858	3,653,523	7,602,608
2015 OPERATING EXP.	988,047	1,208,856	1,185,003	2,054,371	5,436,278
2015 NET SURPLUS	(319,845)		794,854	1,599,151	2,166,330
2014 REVENUE	900,947	1,220,444	1,374,870	3,073,567	6,569,827
2014 OPERATING EXP.	1,000,915	1,075,992	1,152,317	1,592,545	4,821,769
2014 NET SURPLUS	(99,969)	144,452	222,553	1,481,022	1,748,058
2013 REVENUE	916,144				
2013 OPERATING EXP.	882,299	936,500	1,031,999	1,570,761	4,421,559
2013 NET SURPLUS	33,846	(59,692)		1,874,904	2,077,350
2012 REVENUE	1,001,076	1,267,195	1,594,203	2,561,825	6,424,299
2012 OPERATING EXP.	844,654	1,021,032	1,028,383	1,356,966	4,251,036
2012 NET SURPLUS	156,422	246,162	565,820	1,204,859	2,173,263
2011 REVENUE	1,058,110	1,010,541	1,716,133	2,747,541	6,532,325
2011 OPERATING EXP.	861,508	976,755	1,378,283	1,564,685	4,781,232
2011 NET SURPLUS	196,602	33,785	337,850	1,182,856	1,751,093
			_		

<sup>\*</sup>All values are EBITA





## **Community Capital Funding**

Now in its  $2^{nd}$  year the Port of Johnstown provided capital funds to 3 local community groups to carry out projects in the community in 2021.

#### 20 KW NG Standby/Backup Power Generator

Organization: St. John's United Church, First Responders.

To retrofit their facility with a standby/backup power generator to enable them to use the facility as a comfort centre in the event of a blackout or emergency situation during a First Responders Retreat which provides therapeutic and educational experiences designed to help current and retired First Responders with recognizing work-related stress including post-traumatic stress disorder.



#### **Community Business Signage and Community Benches**

Organization: Spencerville Business and Community Connections (SBCC)
Local community-based organization devoted to promoting and advancing the interests of
Spencerville and the wider area. Creating long-term signage to display SBCC business members to
people entering the township, also creating benches in the community and refurbishing existing
signage.



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## **Restore and Preserve Spencerville Mill**

Organization: Spencerville Mill Foundation

To repair main areas of need identified in the Ontario Heritage Trust Report, to continue to restore the Spencerville Mill and all its heritage.



The Port is continuing the Community Capital Project Funding Program in 2022 with up to \$75,000 available. Applications will be received until March 1, 2022. For more information, please go to our website. <a href="www.portofjohnstown.com">www.portofjohnstown.com</a>

#### General Manager Year in Review

Last year my report started with the following:

It was a year like no other. While the world was dealing with the effects of a global pandemic and subsequent shutdowns, the transportation and agricultural sectors continued to operate providing critical supply chain services. The Port of Johnstown remained open during these challenging times ensuring that grain supplies used to make feed for livestock, oils for food and fuel for automobiles, reached their various destinations. I am very proud of our workforce here at the Port, as well as all essential service workers worldwide for how they have responded during this crisis. While 2021 will continue to challenge us all, I have no doubt that our resolve will remain and that we will adapt and overcome any obstacles that lie ahead.

Looking back, I had no idea that we would be in 2022 and facing another surge with this deadly pandemic. The Port has gone to great lengths in protecting their employees including; handing out masks, hand sanitizer and Antigen rapid tests. This pandemic has tested our resolve and we will continue to take all necessary precautions to protect the health and well-being of our workforce.

On behalf of the Port Management Committee and our staff, I would like to thank our customers for their loyalty and continued use of the Port's facilities. We continue to work on continuous improvement projects in order to provide safe, efficient, and reliable services. Our latest 15-million-dollar investment; including a new 16,000 metric ton steel grain bin and the replacement of our aging grain load out spouts are a testament to our commitment in providing reliable customer service.

We could not do this without the support of our Port of Johnstown Management / Town Council who understand the importance of re-investing monies back into the Port, ensuring our sustainability for many years to come. This is evident in the continued growth that the Port has experienced as a result of these key investment initiatives.

In 2020, we began funding smaller capital projects that are brought forward by our local community organizations. These organizations, often led by volunteers who put in countless hours of work, are the strength of our community and help make our neighbourhoods a better place to live. We are very fortunate to be able to help them with their projects.

A further recognition of our staff who worked diligently throughout the 2021 harvest to ensure that the trucks kept moving and that the vessels got loaded in often less than ideal weather conditions. Our last grain vessel was completed at 12pm on December 24<sup>th</sup> just in time for our Christmas shutdown.

Also, hats off to both the Port and Township's management teams who have had to take on the extra challenges during this pandemic ensuring that our workers are kept safe. Bravo!

Wishing everyone a healthy and safe 2022.

Robert Dalley General Manager Port of Johnstown

# TOWNSHIP OF EDWARDSBURGH CARDINAL

	January 2	4, 2022
Resolution Number: 2022-	CODE	
Moved By:	COPY	
Seconded By:		
WHEREAS COVID-19 testing, specifically the rapid screening methods that can help stop the spread of high-risk settings; and	•	
WHEREAS organizations can choose to have emp swab at home before coming into the workplace; a	•	e them self-
WHEREAS the rapid antigen testing works togethe prevention methods the help keep the workforce as		ection
WHEREAS the Federal Government of Canada hat tests for the Province of Ontario, which is 14 million originally requested of the Federal Government; and	n fewer tests than what the	
NOW THEREFORE BE IT RESOLVED THAT the Township of Edwardsburgh Cardinal strongly urges Governments to provide the Province of Ontario with COVID-19 rapid antigen testing kits;	s the Federal and Provinc	ial
AND FURTHER THAT the Federal and Provincial is made available to assist municipalities in address deficits when managing the impacts of this latest C	sing their operating needs	s and
AND FURTHER THAT a copy of the resolution be MPP Steve Clark, MP Scott Reid, Prime Minister T		
□ Carried □ Defeated □ Unanimous  Mayor:		
RECORDED VOTE REQUESTED BY:		
NAME	ΥΈA	NAY
Councillor H. Cameron	V/1007/F10.00 4.00 4.00 4.00 4.00 4.00 4.00 4.00	
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		36
TOTAL		

## TOWNSHIP OF EDWARDSBURGH CARDINAL

January 24, 2022

	, _	,
Resolution Number: 2022-		
Moved By:	COPY	
Seconded By:	COFI	
THAT Municipal Council receives the correspreviously circulated:	spondence listings for the followin	g dates as
<ul> <li>December 16, 2021</li> <li>December 22, 2021</li> <li>January 5, 2022</li> <li>January 12, 2022</li> <li>January 19, 2022</li> </ul>		
□ 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		



## **December 16th, 2021**

FROM	DATE	SUBJECT
Town of Penetanguishene	Dec 8	Resolution: Rates of Recidivism
Township of Scugog	II	Resolution: Bud Stop Dead End Roads
UCLG	Dec 12	Q & A Responding to Homelessness in the UCLG
AMO	II .	Watchfile
Health Unit	Dec 13	Possible COVID exposure at Blue Wings hockey game in perth
Health Unit	II .	Possible COVID exposure at O'Heaphy's Pub in Prescott
Health Unit	II .	News Release: Action to protect against Omicron variant
Canadian National Railway	II	CN's board ranks 1st in Canada for Corporate Governance
Health Unit	II	Media Release: Significant increase in COVID-19 cases in LGL
Health Unit	II	Help protect our local health care system capacity
Municipality of Mattice-Valcote	II	MPAC Assessment
Township of Mulmur	II .	Resolution: Truth and reconciliation calls to action
Health Unit	Dec 16	News release: Further action taken to protect long-term care
Town of Fort Erie	II .	Resolution: National Childcare Program
Health Unit	II .	LGLDHU Vaccine status report – December 14 <sup>th</sup>
MECP	II .	Letter reg: the modernization of environmental assessments
MECP	II .	Proposal notice to streamline permissions for microbreweries
Health Unit	II .	News release: Ontarians 18+ eligible for COVID booster
City of Kitchener	II .	Resolution: Conversion therapy



## **December 22<sup>nd</sup>, 2021**

FROM	DATE	SUBJECT
AMO	Dec 16	Watchfile
Health Unit	"	Ontario launching holiday pop-up testing blitz
Health Unit	"	Free rapid tests provided at nearly 150 locations province wide
ROMA	"	Highlight's from ROMA's December board meeting
AMO	"	AMO is your organization
TWPEC	"	Notice of public meeting: Proposed zoning bylaw amendment
SNC	Dec 17	Approvals Fee Schedule- Effective January 1, 2022
Health Unit	"	Possible COVID exposure at A/1 Taxi in Prescott Dec 9-15
UCLG	"	Housing affordability task force- attainable housing action group
Health Unit	"	COVID-19 vaccination plan
MOI	"	ICIP grant application status
Health Unit	"	News Release: Further strengthening response to omicron
Tay Valley Township	Dec 20	Resolution: Province-wide assessment update
UCLG	Dec 21	By-law No. 21-91 – Prohibit parking along CR 44 in TWPEC
UCLG	"	Economic Development eNews – Dec. 21, 2021
SNC	II	Letter Re: South Nation Conservation Transition Plan



## January 5th, 2022

FROM	DATE	SUBJECT
AMO	Dec 23	Watchfile
Health Unit	Jan 4	Media Release: COVID-19 Current Situation in LGL
Township of South Frontenac	II .	Resolution: Joint & Several Liability
Tay Valley Township	II .	Resolution: Province-Wide Assessment Update
City of Kitchener	II .	Resolution: Fire Safety Measures
Township of South Frontenac	11	Resolution: Daylight Savings Time
SNC	11	Letter Re: Transition Plan
SNC	11	Transition Plan
MECP	11	Minister's Annual Report on Drinking Water 2021
Health Unit	11	Vaccine Status Report – January 4, 2022



## January 12th, 2022

FROM	DATE	SUBJECT
AMO	Jan 5	Policy Update: Call to Action – Joint and Several Liability
CAMA	Jan 6	Letter from CAMA President to the CAO
SGDMS	II	First of the Winter Webinar Series – From Etsy to Empire
AMO	II	Watchfile
Ontario C of C	Jan 7	Ontario Government providing targeted relief for businesses
SBCC	Jan 10	Spencerville Business & Community Connections 2022
ROMA	II	Annual Conference – Important Deadlines
Health Unit	Jan 11	Media Release: Be Cautious During the Cold Weather
MNR	II	Proposed Regulatory changes under Aggregate Resources Act
AMO	II	LAS Virtual Municipal Energy Symposium
UCLG	II	Economic Development eNews – Jan. 11, 2022
BGH	II	Assessment centre supports residents with mod-sev. Symptom
Health Unit	"	COVID-19 vaccine status report – LGL – Jan 11, 2022



## January 19th, 2022

FROM	DATE	SUBJECT
Health Unit	Jan 12	Media Release: Notice to gyms, fitness and sport facilities
Health Unit	n	News Release: School-based vaccine clinics as students return
AMO	Jan 13	LAS virtual municipal energy symposium March 31st & April 1st
Ontario C of C	n	Request for clarity on next steps in the reopening plan
AMO	II .	Watchfile
Health Unit	Jan 14	Media Release: Updating COVID-19 case reporting process
AMO	II	AMO Policy update
Municipality of South Dundas	II .	Public meeting (PM): Proposed ZBA County Rd 31/Bank St.
Municipality of South Dundas	II.	PM: Proposed ZBA 11249,11303, &11313 Snowbird Rd.
Health Unit	Jan 19	Advises caution during cold weather – January 14
ROMA	II .	2022 Annual Conference
Health Unit	II .	Storm Cancellations – January 17
Township of Plympton Wyomin	ıg "	Resolution: Fire Safety Measures
MECP	II .	Proposed changes to Advanced Recycling Facilities EA proces
AMO	II .	Partners with electronic permitting system provider Cloudpermi
AMO	II .	Clear Risk Webinar
Health Unit	II .	Provincial COVAXX Bus COVID-19 vaccine clinic - Smiths Falls
AMO	II .	Managing occupational health & safety program with 4SafeCon
Ontario C of C	II .	RE: Ontario Economic Report Launch – Chamber Promotion
Health Unit	II .	COVID-19 Vaccine status report – January 18
AMO	II .	LAS Virtual Municipal Energy Symposium
St. Lawrence-Rideau-	II .	Municipal Involvement in L&G Immigration Strategy
Immigration Program		

# **TOWNSHIP OF EDWARDSBURGH CARDINAL**

January 24, 2022

		January 24	, 2022
Resolution Number: 2022  Moved By:  Seconded By:	CO	PY	
THAT Municipal Council approves payment of as follows:	municipal inv	voices circulated a	nd dated
<ul> <li>Report dated December 2 (2021-145)</li> <li>Report dated December 14 (2021-147)</li> <li>Report dated December 16 (2021-149)</li> <li>Report dated December 16 (2021-150)</li> <li>Report dated January 2 (2021-152)</li> <li>Report dated January 7 (2021-153)</li> <li>Report dated January 19 (2021-157)</li> <li>Report dated January 21 (2022-002)</li> <li>Report dated January 21 (2022-003)</li> </ul>		\$49,725.65 \$1,579,950.74 \$139,490.60 \$274,918.36 \$108,609.89 \$173,223.23 \$148,749.39 \$263,066.00 \$259,276.33	
	TOTAL:	\$2,997,010.19	
□ Carried □ Defeated □ Unanimous			
RECORDED VOTE REQUESTED BY:			
NAME Counciller II. Compress		YEA	NAY
Councillor H. Cameron			
Councillor S. Dillabough Councillor J. Hunter			
Deputy Mayor T. Deschamps			
Mayor P. Sayeau TOTAL			
IOTAL			

#### Report Date 12/02/2021 9:05 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/02/2021

Batch: 2021-00145

Page 1

Payment #

Date

Vendor Name

Invoice #

Reference

Invoice Amount

**Payment Amount** 

Bank Code: AP - REVENUE FUND

**Proposed Payments:** 

Ch

**Beattie Dodger Chrysler** 

Dec 1, 2021

Fire Dept - New Truck

49,725.65

49,725.65

Total for AP:

49,725.65

Certified Correct This December 2, 2021

Melanie Stubbs, Treasurer

Dave Grant, CAO

Cheque Approved
For Early Release

Treasurer
Initial

#### Township of Edwardsburgh/Cardinal

Report Date 12/14/2021 11:56 AM

# As of 12/14/2021

As of 12/14/2021 Batch: 2021-00147 Page 1

Vendor Name Payment # Date Invoice # Reference Invoice Amount **Payment Amount** Bank Code: EFT - electronic funds transfer **Proposed Payments: EFT** Acklands-Grainger Inc. 9107722549 wtp hex tap bolts 9.42 9119767052 37.43 wwtp-pipe nipple 46.85 **EFT** BFP Inc. 4332 rec - fire ext inspeciton 216.44 4333 rec - fire ext inspeciton 28.25 4334 adm - fire ext inspeciton 34.18 4335 323.43 fd-stn#1fire ext inspection 4336 rec - fire ext inspeciton 138.99 4337 206.11 rec - fire ext inspeciton 4338 rec - fire ext inspeciton 28.25 4339 pw-cardinal shop frie ext insp 68.19 4340 170.92 fd-stn2 fire ext inspection 4341 lagoon/wwtp-fire ext inspect 514.32 4342 wwtp-adelaide - fire ext insp 28.25 4343 wtp-fire ext inspection 28.25 1,785.58 **EFT Beach Home Hardware** 859320-1 3.94 rec - cleaning supplies 860623-1 pw - chains/parts for chainsaw 123.12 127.06 **EFT Betty Denneny** 426.00 066390 rec-restock of flags 426.00 **EFT Brandt Tractor Ltd** CS49752 649.83 649.83 pw - MTO insp T20-3 **EFT** Brenntag Canada Inc. 46433807 wtp - chemicals 2,226.89 2,226.89 **EFT Burchell's Home Hardware** 40873 pw-paint/cleaning supplies 266.87 40894 wwtp-electrical supplies/shove 108.29 40911 fd- smoke alarms 186.42 40898 86.08 Rec - misc supplies 40974 rec - cleaning supplies 6.76 654.42 **EFT** Catholic District School Board Nov 26, 2021 4th Qtr Final Payment 96,021.44 96,021.44 **EFT** Conseil Des Ecoles Publique De Nov 26, 2021 4th Qtr 2021 Final 3,709.62 3,709.62 Coville Electric **EFT** 5391 admin- Generator Full checkup 497.20 497.20 **EFT** Crane Supply 14-196820 wtp-plumbing unions 103.96 103.96 **EFT** Dave's Reliable Signs Ltd. 23621 1,627.20 pw-street sign brackets 1,627.20 **EFT** Davie Deline

cleaning for Oct 2021

1,150.00

1,150.00

Oct 2021

#### Report Date 12/14/2021 11:56 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/14/2021 Batch: 2021-00147

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Drummond's Ga	s		
		2445675	fd-fuel T9	104.00	
		2445699	rec truck gas	121.03	
		2445696	pw-fuel T19-1	111.04	
		24457111	fd-fuel R8	99.00	
		2444343	fd-fuel T2	72.13	
		2445780	pw- fuel T19-1	108.00	615.20
EFT		<b>Eastlink</b> 17517658	pw/fd phone	211.00	211.00
EFT		Electrical Safety	Authority		
		98801630	CSSP quarterly invoice	2,611.79	2,611.79
EFT		Eric Wemerman			
		Nov 30, 2021	wwtp-replace faulty cable	10.16	
		Dec 2021	ind park office supplies	11.20	21.36
EFT		Falcon Security	Co.		
		1000073636	pw-Pittston Shop Annual Bill	271.20	
		1000074077	wwtp-henry st - upgrade	522.29	
		1000074078	es hwy # 2 upgrade	461.83	
		1000074079	wwtp-fletts st - upgrades	512.68	
		1000074080	lagoon - charles st - upgrades	471.44	
		100074081	lagoon-cty rd 21 upgrades	512.68	
		100074082	lagoon - upgrades	485.90	3,238.02
EFT		Fire Marshal's P	ublic Fire		
		IN005676	fd-annual memb renewal	100.00	100.00
EFT		<b>Future Office Pr</b>	oducts		
		FOP198528	admin copier	455.50	455.50
EFT		G T Automotive		-0.0	
		044906	wtp/wwtp - tires	965.83	965.83
EFT		G. Tackaberry &			
		K-0339930	pw Winter Sand Tender ECPW2107	32,651.89	32,651.89
EFT		<b>Gordon Signs</b>			
		1914	rec - waterfront project	435.05	
		1917	pw - cardinal St Signs	367.25	802.30
EFT		<b>Grand &amp; Toy</b>			
		S430326	adm-paper,pens, kitchen suppli	145.22	
		S438683	adm-Printer ink cartridges	276.05	421.27
EFT		Greer Galloway			
		25329	storm - prof service J.town dr	6,672.37	
		25330	pw-prof services -hot mix tend	528.28	7,200.65
EFT		Groeneveld Lub		399.73	399.73
		020/40152969	pw - green lube	388.73	388.73
EFT			ervice Canada Lt	425.00	425.00
		266085	wtp - chlorine	420.00	425.00
EFT		Hansler Smith L		000.01	202.51
		5677383	rec - garbage bags	302.84	302.84
EFT		Island City Train	ning & Service		

#### Township of Edwardsburgh/Cardinal Liet of Accounts for Approval

Batch: 2021-00147

LIST OF	Accounts for Appro
	As of 12/14/2021

Report Date

12/14/2021 11:56 AM

Payment # Date Vendor Name Invoice # Invoice Amount **Payment Amount** Reference 179 bylaw enforcement 1,847.55 1,847.55 **EFT** J. Quattrocchi & Co Ltd 00723476 413.28 413.28 rec - canteen supplies **EFT** Joe Computer 15146 adm-Domain renewals 2022 90.40 90.40 Jp2g Consultants Inc **EFT** Waste Disp Scott Road Consult 2,949.79 34092 34093 Waste Disp Pittston Rd Monitor 7,130.98 10,080.77 **EFT Kevin Spencer** 1,695.00 1353 adm-2021 Ermgency Exercise 1351 rec - defib pads/batteries 237.23 1,932.23 **EFT** King Edward Auto Parts 172.74 172.74 6029-208105 fd - battery R8 **EFT Limerick Environmental Svcs** 2,480.84 2,480,84 2021-2228 bin pickup transfer site **EFT** Mac's Convenience Store Inc. 137738 ind park fuel 107.01 90.00 137739 pw -fuelt T1 115.07 137740 pw - fuelt T1 137741 rec - truck gas 107.00 137743 87.00 wtp-fuel 79.00 pw - fuel T19-01 137742 137744 pw - fuel T19-01 96.30 105.28 137654 fd - fuel T9 50.00 137747 pw - fuel T19-1 137748 wwtp - fuel 115.01 rec - truck fuel 50.05 137750 137749 pw -fuel T19-1 103.35 111.02 137746 rec - truck fuel 105.00 137655 wtp-fuel 137656 pw -fuel T19-1 85.01 137657 rec - truck gas 106.00 rec - truck fuel 129.25 1,641.35 137658 **EFT** Messer Canada Inc., 15687 pw-welding cylinders 1,535.28 2104235893 42.80 2104235894 pw - wedling gases 42.80 1.620.88 2104351705 pw- welding gases **EFT** Postmedia Network Inc 452.00 594706 admin - agenda advertising 466.13 918.13 596019 Ad for Public Mtg - Zwarts Rez **EFT Prescott Building Centre** 2069542 pw-pickets-snow markers 22.32 22.32 R. Thurston Technologies **EFT** 202.27 202.27 11887 fd - pager repairs **EFT** Sani Gear Inc 570.03 8489 fd - annual gear cleaning 570.03

#### Report Date 12/14/2021 11:56 AM

## Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/14/2021

Batch: 2021-00147

Payment #	Date	Vendor Name			
		Invoice #	Reference	Invoice Amount	Payment Amount
EFT		South Nation Con	servation		
		IN23248	Drainage - CR2/Newport Drain	4,635.00	
		IN23252	Rec-Capital Waterfront pathway	265.00	
		IN23238	pw-drainage-SNC PermitCrowder	635.00	5,535.00
EFT		Spencerville Hom	e Hardware		
		76767	res misc supplies	10.16	
		76786	fd - vacuum bags	28.24	
		76794	rec - supplies	19.20	
		76808	rec - adapter	1.91	
		76821	pw - marking calk-locates	11.85	
		76863	rec - cleaning supplies	49.36	
		76868	pw-shop supplies	40.18	160.90
EFT		Strongco Limited	Partnership		
		92092264	pw - Volvo - lock screw	145.34	
		92096690	pw- lock screws - GI	145.34	290.68
EFT		TRS Heating & Co	poling Ltd.		
		23338940	admin furnace repairs	291.54	
		23338953	adm-fall furnance inspection	605.68	
		23340092	lib-full furnace inspection	168.37	1,065.59
EFT		Tenaguip Ltd.			
		14236658-00	wtp - hand towels/gloves	298.91	298.91
EFT		Thompson Timbe	r Mart		
		F11348	rec -waterfront -gov't signs	70.65	70.65
EFT		Ultramar			
		03916792707264	pw-2312.1 col diesel Pittston	2,854.87	2,854.87
EFT		<b>United Counties C</b>	Of Leeds &		
		Dec 2, 2021	4th Qtr Levy - Counties	949,401.89	949,401.89
EFT		Universal Supply	Group 3735		
		964-370659	pw - shop towels	131.03	
		964-371175	pw -silicone	18.06	149.09
EFT		Upper Canada Dis	strict		
		4th Qtr 2021	4th Qtr 2021 Final	438,437.32	438,437.32
EFT		Village Pantry			
		186133	Lib/Council/Kitchen supplies	244.62	244.62
					4 ==0 0=0 = :
				Total for EFT:	1,579,950.74

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#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/14/2021

Batch: 2021-00147

Payment #

Date

Vendor Name

Invoice #

Reference

Invoice Amount

Payment Amount

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Certified Correct This December 14, 2021

Melanie Stubbs, Treasurer

#### Report Date 12/16/2021 8:43 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/16/2021 Batch: 2021-00149

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: A	AP - REVENU	E FUND			
Proposed Payr	ments:				
Ch		Ault & Ault LLP	in Trust		
		Dec 16, 2021	10% Dep on land purchase I/O	139,490.60	139,490.60
				Total for AP:	139,490.60

Certified Correct This December 16, 2021

Melanie Stubbs, Treasurer

#### Report Date 12/16/2021 4:19 PM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/16/2021 Batch: 2021-00150

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
			Reference	Invoice Amount	rayment Amount
Bank Code: P	AD - Preauth	horized Debit			
Proposed Payr	nents:				
Ch		Bell Canada			
		925-5822 11-21	south centre J.Town	116.04	
		657-3210 10-22	cardinal arena	121.98	
		657-4468 11-21	wtp-water plant Nov 2021 Phone	111.10	
		657-4606 11-21a	pw-Pittston shop	127.25	
		657-4850 11-21	wwtp-John St	169.52	
		657-3765 11-21	wwtp-John st	329.84	975.73
Ch		Canadian Nationa	I Railway Co		
OII		91603029	pw - crossing maitenance	653.00	653.00
61				000.00	000.00
Ch		Hydro One Networ		2.22	
		62670 11-21	wwtp-flett st	6.23	
		71283 11-21	lagoon- 1 Spencer	167.89	
		03696 11-21	fd stn 1	381.63	
		24430 11-21	ball diamonds	83.37	
		27613 11-21	admin-townhall	199.65	
		32562 11-21	lagoon 4 Charles	35.35	
		53082 11-21	lagoon 2803 CR 21	35.65	
		41324 11-21	parks-CR44 clock	46.17	955.94
Ch		Komatsu Financia	ıl		
		622377	pw-L1 lease payment	3,447.69	3,447.69
Ch		LBC Capital 1886288	Dec-Jan 2021 copier lease	183.06	183.06
Ch		Minister Of Finance			
Oll		Dec 2021	Nov 2021 EHT premium	3,856.89	3,856.89
Ch		Ontario Municipal	Employees		
		Nov 2021	Nov 2021 contributions	30,138.96	30,138.96
Ch					,
Ch		Pitney Bowes Nov 14, 2021	admin Restore New 2, 2021	300.00	300.00
			admin-Postage Nov. 2, 2021	300.00	300.00
Ch		RBC Loan 216554			
		Dec 9, 2021	JR-DR drain loan	1,331.00	1,331.00
Ch		Receiver General	For Canada		
		PP 25 2021 PT	PP 25 2021 PT source deduction	13,499.61	
		PP 25 2021 FT	PP 25 2021 FTsource deductions	22,097.15	35,596.76
Ch		Royal Bank Visa			
		8356 11-21	D. Grant RBC Visa Nov 2021	2,331.15	
		8584 11-21	M.Spencer RBC Visa - Nov 2021	549.84	2,880.99
Ch		Scotiabank			_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Cn		Dec 1, 2021	Recreation Truck Loan Payment	476.46	476.46
Ch		Scotiabank Loan			
		Dec 1, 2021	ES truck loan 2021	954.08	954.08
Ch		Superior Propane			
		36332117	rec - 4050 Dishaw St	117.88	
		36332118	22 Sloan Street	88.42	
				00.12	

#### Report Date 12/16/2021 4:19 PM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 12/16/2021 Batch: 2021-00150

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		36402913	5 Henderson St	542.98	
		36402912	Twp Office Propane	1,696.76	
		36420180	rec - 4050 Dishaw St	117.88	
		36420181	22 Sloan Street	117.88	
		36454837	6055 County Rd #44	1,603.73	4,285.53
Ch		Taxmax			
		21-1110	pw-2005 Holder	23,673.50	23,673.50
Ch		Township of Edv	wardsburgh/Cardi		
		PP 25 2021	PP 25 2021 FF HON Payroll	84,263.02	
		PP 26 2021	PP 26 2021 Payroll Clearing	80,448.82	164,711.84
Ch		Union Gas Limit	ed		
		72687 6 11-21	es-70 Adelaide St	38.18	
		69531 2 11-21	fd- 4035 Dishaw St stn 2	78.72	
		72598 5 11-21	Library - 618 Cty Rd 2	136.99	
		72780 5 11-21	pw-4035 dishaw card shop heat	243.04	496.93
				Total for PAD:	274,918.36

Certified Correct This December 16, 2021

Melanie Stubbs, Treasurer

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/02/2022

Batch: 2021-00152

Page 1

Date Vendor Name Payment # Invoice # Reference Invoice Amount Payment Amount Bank Code: EFT - electronic funds transfer EFT: 12/23/2021 Abell Pest Control Inc. A3746354 75.89 Monthly pest control A3749867 contract pest control 78.25 154.14 12/23/2021 Acklands-Grainger Inc. 9127661107 wwtp - chart 52.49 27.79 80.28 9130099717 wtp-manual 12/23/2021 **RJ Akins Enterprises** 515a town hall salting 60.00 516a town hall shoveling 60.00 60.00 517a spencerville library salting 518a spencerville library shoveling 60.00 240.00 12/23/2021 **Beach Home Hardware** 861770-1 12.41 pw - spark plugs 863251-1 pw-chain sharpening 74.58 86.99 12/23/2021 **Black & McDonald Limited** 70-1258797 wtp-monthly PM 395.03 395.03 12/23/2021 **Brandt Tractor Ltd** CS49841 pw-R/R Wing cable/air leak T6 1,265.02 756.08 2,021.10 CS49855 pw- install drain valve T7 12/23/2021 Rejected EFT (Josh Burchell) 12/23/2021 Caduceon Enterprises Inc. 21-20747 2,018.98 wwtp-testing 21-20748 ind park testing 175.43 21-20750 wtp-testings 1,110.81 3,305.22 12/23/2021 **CGIS Spatial Solutions** 44562 Bldg- CGIS Building Software 1,745.85 1,745.85 12/23/2021 Clean Water Works Inc. W15521 12,068.40 wwtp-Helen St - spot repairs 12,068.40 12/23/2021 **Coville Electric** 5416 adm- generator check 135.60 5420 rec - hydro repairs 1,030.85 1,166.45 12/23/2021 Vicki Cucman Dec 2021 fd - office garbage bags 11.27 11.27 12/23/2021 **Eastern Ontario Water** 1122663 fd-stn 1 water 37.12 37.12 Canadian Union Of Public 12/23/2021 Dec 2021 Nov 2021 Union dues collected 680.00 680.00 12/23/2021 DC Communications 2015 Inc. 4883 1,295.02 1,295.02 pw-radio install GI repairs 12/23/2021 Drummond's Gas 2445786 pw fuel gas cans 97.73 fd - fuel T9 2445819 107.00

12/23/:2021

12/23/2021

King Edward Auto Parts

Mac's Convenience Store Inc.

6029-209023

6029-209125

6029-209376

# Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/02/2022

As of 1/02/2022 Batch: 2021-00152

Vendor Name Payment # Date Invoice # Reference Invoice Amount Payment Amount fd-fuel R1 2445830 51.46 82.01 2445844 pw-fuel T19-1 2445839 rec - Truck fuel 116.99 fd - fuel T9 96.54 2444324 pw - fuel T19-1 111.37 2444334 2444340 pw - fuel rec truck 100.00 763.10 12/23/2021 **Elmer's Construction** 367.25 36241 pw- pump holding tank 367.25 12/23/2021 **Emond Harnden LLP** 932.25 Admin HR Matters 212939 Admin HR Matters 435.05 212940 Admin HR Matters 3,480.40 212941 405.67 5,253.37 212942 Admin HR Matters 12/23/2021 **Evoqua Water Technologies Ltd** 541.63 541.63 905154717 wtp - PM Kit Fabco Plastics Wholesale Ltd. 12/23/2021 85.22 wtp-ball valve 20288177-00 153.33 20288215-00 wtp-pvc tubing 68.11 12/23/2021 **Firechek Protection Services** fd - semi-annual cpmpressor ma 1,246.03 1,246.03 **Future Office Products** 12/23/2021 FOP198895 Adm-shredder 2022 maint plan 282.50 743.92 1,026.42 FOP199398 admin copier nov 2021 12/23/2021 Don Gibson C of A -Minor Variance A-07-21 Dec 15, 2021 50.00 C of A -Minor Variance A-08-21 50.00 100.00 Dec 15 2021 12/23/2021 **Grand & Toy** 281.22 S461903 adm-paper, postit notes, etc 4.78 adm - file folder tabs S471392 S473666 adm-labels, paper 106.19 392.19 Hach Sales & Service Canada Lt 12/23/2021 268942 wtp-buffer solution 79.89 79.89 12/23/2021 Hansler Smith Limited 5677753 rec - garbage bags 153.46 5678575 rec - cleaning supplies 88.48 5678913 185.32 427.26 rec - Fog sanitizer 12/23/2021 Howard Campbell & Sons Ltd. 120.00 MR4264 portable rental transfer site 120.00 12/23/2021 **Jason Jaques** 21.84 21.84 fd - removal of logos Dec 2021

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pw - eng shampoo/paint

pw - oil shop supplies

pw-air filters T5

498.41

19.20

163.79

681.40

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/02/2022 Batch: 2021-00152

		Vendor Name		Date	Payment #
Payment Amou	Invoice Amount	Reference	Invoice #		
	80.06	pw - fuel T19-1	137659		
	105.00	pw - fuel T19-1	137660		
	79.00	wwtp - fuel	137524		
	106.00	wtp -fuel	137525		
	103.02	rec - truck fuel	137751		
	95.51	wwtp - fuel	137753		
	103.00	pw-fuel T19-1	137752		
	89.00	wtp - fuel	137754		
	92.00	pw-fuel T19-1	137755		
	110.00	wtp -fuel	137756		
	121.95	rec- truck fuel	137758		
	102.00	rec - truck fuel	137760		
1,288.5	102.00	pw-fuel T19-1	137759		
,			Mark's Commerci	12/23/2021	
237.2	237.29	wwtp/wtp-safety boots E. Wemer	12133	12/23/2021	
207.2	201.20			40/00/0004	
257.0	257.20		Morrisburg Plum	12/23/2021	
357.3	357.36	rec - HUAC repairs	21651		
			Tim Nason	12/23/2021	
	50.00	COA - MVA A-07-21	Dec 15, 2021		
100.0	50.00	COA - MVA A-08-21	Dec 15 2021		
			Novatech	12/23/2021	
	1,619.29	Planning-sept consulting fees	1030912		
	9,431.55	Jobsite - planning fees	1030914		
	2,232.03	Meadowlands sub - planning fee	1030918		
	2,831.50	site plan-greenfield planning	1030920		
18,640.4	2,526.12	Charlebois/Edwward devplan fee	1030924		
			OnServe	12/23/2021	
3,371.4	3,371.42	IT contract services Dec	62787	12/20/2021	
-,	-,	The solution of the solution o		40/00/0004	
	600.00	Fab 2024 Classins	Marley Perrin	12/23/2021	
	600.00	Feb 2021 Cleaning	Feb 2021		
1,800.0	600.00	Nov 2021 Cleaning	Nov 2021		
1,000.0	600.00	Dec 2021 Cleaning	Dec 2021		
			R & D Dairies Ltd	12/23/2021	
	55.13	Rec Canteen products	999.B208996		
84.0	28.87	Rec Canteen Supplies	999.B209193		
			Peter Rainville	12/23/2021	
	50.00	COA - MVA A-07-21	Dec 15, 2021		
	50.00	COA - MVA A-08-21	Dec 15 2021		
119.0	19.07	Mileage	2021 12		
			Sani Gear Inc	12/23/2021	
	67.80	fd bunker gear rental nov	8691		
571.2	503.47	fd - advanced gear cleaning	8730		
			South Nation Co	42/22/2024	
170.0	170.00	Plan-Review for MV & Sev law		12/23/2021	
170.0	170.00		IN23334		
			Spencerville Hon	12/23/2021	
	22.35	rec-misc supplies	76869		

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/02/2022 Batch: 2021-00152

Payment #	Date	Vendor Name			
		Invoice #	Reference	Invoice Amount	Payment Amount
		76878	Lib-New light switch	5.41	
		76870	lagoon-plumbing supplies	18.07	
		76875	pw - jerry can	24.85	
		76888	admin-cleaning supplies	13.87	
		76897	pw- rust paint/cleaners	277.26	
		76924	fd-shovel-R1	32.76	
		76954	pw-plugs/connectors	33.62	
		76976	rec - misc parts	1.70	
		77001	pw-socket sets/plier sets	563.87	
		77015	pw-salt-shop	24.71	
		77029	rec-plumbing supplies	8.46	
		77034	rec - water	6.00	
		77042	rec - misc supplies	18.07	
		77043	rec - paint	28.24	1,079.24
	12/23/2021	G. Tackaberry & S	Sons		
	12/20/2021	K-0340255	pw-cold patch mix	2,788.55	2,788.55
				2,700.55	2,700.00
	12/23/2021	T.A.S. Communic			
		0000361660	Rec - call in service	177.47	177.47
	12/23/2021	Tenaquip Ltd.			
		14232106-00	wwtp-visi float	277.98	277.98
	12/23/2021	Top Graphics Des	sian Inc.		
		8176	rec - staff jackets	1,111.92	1,111.92
	42/22/2024		10000000000000000000000000000000000000	,,,,,,,,	,,
	12/23/2021	TRS Heating & Co		404.54	404.54
		23728700	rec -HVAC Repairs	404.54	404.54
	12/23/2021	United Counties (	Of Leeds &		
		INV 19927	adm-2021 compliance audit	38.46	38.46
	12/23/2021	<b>Universal Supply</b>	Group 3735		
		964-371648	pw-def fluid	410.19	
		964-372042	zamboni Supplies	83.08	
		964-372513	pw-battery holder	31.62	524.89
•	12/23/2021	Upper Canada Ele	evators		
	12/20/2021	22245	adm- verticial lift isnpection	260.00	260.00
	40/00/0004		dan voidolai in lonpooton	200.00	200.00
	12/23/2021	Village Pantry	4	404.44	101.11
		937150	pw/council/kitchen expenses	184.14	184.14
	12/23/2021	Vincera Kennels			
		486656	Nov 2021 Pound fees	1,400.00	1,400.00
	12/23/2021	Waste Connection	ns of Canada		
		7150-0000387237	wwtp sludge removal	179.04	
		7150-0000386357		35,631.22	35,810.26
	12/23/2021	Westburne Ontari			00,010.00
	12/23/2021	231330		20.44	
			wwtp - mounting rail	36.14 167.75	202.00
		231670	wwtp-parts	107.73	203.89
	12/23/2021	Willis Kerr Contra	_		
		117984	pw-entrance culvert reinstall	683.18	
		118019	pw-entranceway culvert	365.17	1,048.35

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/02/2022 Batch: 2021-00152

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
	12/23/2021	Zamboni Compa	any Ltd.		
		109773	rec - zamboni supplies	144.94	
		89434	rec - spencerville zamboni rep	1,955.24	2,100.18
				Total for EFT:	108,609.89

Certified Correct This January 2, 2022

Melanie Stubbs, Treasurer

#### Report Date 1/07/2022 3:32 PM

#### Township of Edwardsburgh/Cardinal **List of Accounts for Approval** As of 1/07/2022 Batch: 2021-00153

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: P	AD - Preauth	norized Debit			
Proposed Payr	ments:				
Ch		Bell Canada			
		658-3055 12-21	admin	451.81	
		658-3001 12-21	fd/pw- phone split	137.33	
		658-2141 12-21	spencerville arena	119.61	
		536626539 12-21	Cardinal Arena internet	56.44	
		538898923 12-21	Internet spencerville Arena	71.13	836.32
Ch		Canadian Nationa	I Railway Co.		
		91608224	pw - crossing maitenance	653.00	653.00
Ch		Hydro One Netwo	rks Inc.		
		25495 11-21a	spencerville library	109.23	
		02595 12-21	spencerville arena	1,460.51	
		19876 12-21	spencerville arena	9,023.70	
		03768 12-21	ball diamond	32.73	
		16052 12-21	johnstown pool	46.12	
		77395 12-21	south centre	225.76	
		64439 12-21	wwtp-3207 Windmill	1,236.85	
		10647 12-21	pw-Pittston Shop	444.49	
		18196 12-21	lagoon-2301 RD 21	182.94	
		62670 11-22	wwtp-flett st	72.82	
		25495 12-21a	spencerville library	109.67	
		71283 12-21	lagoon- 1 Spencer	239.25	
		03696 12-21	fd stn 1	639.67	13,823.74
Ch		LBC Capital			
		1894405	fd-Jan-Mar 2022 copier lease	169.50	169.50
Ch		MuniSoft			
		2021-22-03200	adm- payroll webinar	123.17	123.17
Ch		Receiver General	For Canada		
		PP 26 2021 PT	PP 26 2021 PT source deduction	3,131.46	
		PP 26 2021 FT	PP 26 2021 FTsource deductions	18,953.59	22,085.05
Ch		Reliance Home C	omfort		
		4422619 12-21	rec hot water heater rental	273.91	273.91
Ch		Rideau St Lawren	20		
CII		450-00 11-21	wtp-water tower	72.85	
		435-00 11-21	wwtp-172 Henry	122.23	
		370-00 11-21	wwtp-adelaide	261.65	
		430-00 11-21	wtp-2000 Dundas	1,234.85	
		119-01 11-22	ind park water	7,945.11	
		502-00 11-21	ball diamond Cardinal	33.21	
		250-00 11-21	cardinal pool	37.01	
		290-00 11-21	parks-1700 Dundas	37.65	
		504-00 11-21	parks 1800 Dundas	46.59	
		500-01 11-21	cardinal library	294.23	
		505-01 11-21	Rec - Dishaw W & H	15,063.65	
		231-00 11-21	pw-4035 Dishaw	743.50	
		496-00 11-21	wwtp-417 Hwy2	42.65	

#### Report Date 1/07/2022 3:32 PM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/07/2022 Batch: 2021-00153

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		270-00 11-21	pw-cardinal streetlghts	1,932.75	
		464-00 11-21	wwtp-4000 John	5,089.58	
		501-00 11-21	fd stn 2	232.95	33,190.46
Ch		Royal Bank Visa			
		5988 11-21	G Shaw RBC visa Nov 2021	878.46	
		3850-11-21	M. Stubbs - RBC Visa Nov 2021	1,060.87	
		2719 11-21	R.Williams RBC visa Nov 2021	133.67	
		2752 12-21	B. Moore RBC Visa Dec 2021	291.03	2,364.03
Ch		Scotiabank			
		Dec 29, 2021	Recreation Truck Loan Payment	476.46	476.46
Ch		Sun Life Financi	al		
		Dec 2021	Dec 2021 Monthly Premiums	14,905.63	14,905.63
Ch		Superior Propan	ie		
		36472318	rec - 4050 Dishaw St	19.78	
		36506116	4145 County Rd 22	2,761.73	
		36532698	rec - 4050 Dishaw St	84.30	
		36532699	22 Sloan Street	84.30	
		36653162	22 Sloan Street	84.30	
		36653161	rec - 4050 Dishaw St	112.38	
		36751566	rec - 4050 Dishaw St	111.03	
		36751567	22 Sloan Street	83.28	3,341.10
Ch		<b>Telus Mobility</b>			
		16215291159	December 2021	1,923.26	1,923.26
Ch		Township of Edv	wardsburgh/Cardi		
		PP 27 2021	PP 27 2021 Payroll Clearing	73,866.87	73,866.87
Ch		Workplace Safet	ty & Insurance		
		Nov 2021	Nov 2021 Premium	5,190.73	5,190.73
				Total for PAD:	173,223.23

Certified Correct This January 7, 2022

Melanie Stubbs, Treasurer

# 1/19/2022 2:18 PM

Report Date

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/19/2022

Batch: 2021-00157

Page 1

Payment # Date Vendor Name Invoice # Invoice Amount Payment Amount Reference Bank Code: EFT - electronic funds transfer **Proposed Payments: EFT** Abell Pest Control Inc. 75.89 75.89 A3793100 Monthly pest control **EFT** Acklands-Grainger Inc. 49.63 wtp- adaptors 9140411324 331.06 9143472729 wwtp - valve repair kit 281.43 AutoGlassen Inc **EFT** fd- modifications to new rescu 2,423.17 4466 4467 4,696.71 fd - modfications to new rescu 2,273.54 **EFT Beach Home Hardware** 865655-1 pw - chainsaw parts 55.35 55.35 **EFT** Black & McDonald Limited 70-1252385 395.03 395.03 wtp - monthly PM **Brandt Tractor Ltd EFT** CS49944 PM T5 350.88 286.05 636.93 CS49946 pw - PM T19-4 **Burchell's Home Hardware EFT** pw - mailbox/nuts/bolts 109.29 41264 136.38 41270 wwtp - paint supplies 2.47 248.14 41286 rec-female connectors **EFT** CIMCO Refrigeration 90798389 rec - compressor work 627.59 627.59 Canadian Union Of Public **EFT** Jan 2022 Dec 2021 Union dues collected 1,020.00 1,020.00 **EFT Candise Newcombe** Oct 2021 Mileage AMCTO - unit 4 course 447.93 447.93 Compass Minerals Canada **EFT** 899301 pw - salt tender 4,047.46 899804 4,284.62 8,332.08 pw salt tender **EFT Coville Electric** 1,706.00 5438 lib - wiring upgrades at lib rec - electrical repairs 2,265.66 3,971.66 5541 **Davie Deline EFT** Nov 2021 cleaning for Nov 2021 950.00 875.00 1,825.00 Dec 2021 cleaning for Dec 2021 **Drummond's Gas EFT** 108.00 fd - Fuel T9 2444855 fd - fuel T9 2444876 65.06 2445093 fd - fuel T8 81.38 93.01 2445080 pw fuel T-19-1 104.00 fd - fuel T9 2444898 2444908 fd -fuel R1 57.19 104.00 2444935 fd-fuel T9 40.02 652.66 pw-fuel T19-1 2444958

#### Report Date 1/19/2022 2:18 PM

# Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/19/2022 Batch: 2021-00157

Payment #	Date	Vendor Name		tour tour tour and	D
		Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Dwane Crawford			
		Nov 2021	Nov 2021 Mileage	330.00	
		Dec 2021	Dec 2021 Mileage	255.00	585.00
EFT		Eastlink			
		17649891	pw/fd phone	37.44	37.44
EFT		Evoqua Water To	echnologies Ltd		
		905171214	wtp-sensor	589.33	589.33
EFT		Falcon Security	Co.		
		1000074226	ind park annual monitoring ser	542.40	
		1000074711	pw-replacement door contract	122.61	
		1000074720	ind park install wirless commu	536.75	1,201.76
EFT		<b>Goldsmith Saw</b>			
		1977373	rec - Zam Blade	180.80	
		1978368	rec - Zam Blader	67.80	
		1978369	Zam Blader	237.30	485.90
EFT		<b>Gordon Signs</b>			
		1908	pw-street signs Hooker st	135.60	135.60
EFT		Grand & Toy			
_, ,		S519728	adm-markers/staples/batteries	123.51	
		S523655	pw/fd - stationery	72.75	
		S548293	pw - printer ink and USB's	83.21	279.47
EFT		Hansler Smith L	imited		
		5680416	rec- cleaning supplies	830.78	
		5680419	Rec-cleaning supplies	1,311.37	2,142.15
EFT		Island City Train	ing & Service		
		180	bylaw enforcement & trail cam	2,102.91	2,102.91
EFT		J. Quattrocchi &	Co Ltd		
		00725573	rec - canteen supplies	708.98	
		00726972	rec - Canteen Supplies	812.96	1,521.94
EFT		Josh Burchell	•		
		Dec 2021	Work boots J. Burchell	300.56	300.56
EFT		Jp2g Consultan			
LIT		34326	Waste Disp Scott Road Consult	1,654.04	1,654.04
EFT		Ketchum Manuf		1,000	.,
EFI		429934	admin - 2022 Dog Tag	338.95	338.95
FFT				000.00	555.55
EFT		King Eclward Au 6029-209617	pw-oil/screws	106.77	
		6029-209746	fd - halogen beam R5	18.44	
		6029-209853	pw-connectors/terminals	79.63	
		6029-210094	fd-paint markers/trucks suppli	178.31	383.15
EFT		Limerick Enviro			
EFI		2021-2611	bin pickup transfer site	2,331.13	2,331.13
EET			Sir promp dancer one	2,001.10	_,000
EFT		MNP LLP 10116378	admin - audit fee	7,910.00	7,910.00
				7,010.00	1,010.00
EFT		Mac's Convenie	nce Store Inc.		

# Township of Edwardsburgh/Cardinal List of Accounts for Approval

As of 1/19/2022 Batch: 2021-00157

Report Date 1/19/2022 2:18 PM

Payment #	Date	Vendor Name			D
		Invoice #	Reference	Invoice Amount	Payment Amoun
		137762	wtp-fuel	98.00	
		137761	pw - fuel T19-01	53.91	
		137763	pw - fuel T19-1	72.01	
		137764	pw-fuel T1	93.00	
		137765	wwtp-fuel	68.45	
		137766	wtp -fuel	93.15	
		137767	rec - fuel	103.87	
		137768	rec-truck fuel	91.86	
		137769	wwtp-fuel	77.00	
		137774	wtp -fuel	101.60	
		137772	pw - fuel T19-1	111.31	
		137773	pw -fuel T19-1	96.02	
		137776	pw - fuel T19-1	93.00	
		137777	rec - truck gas	127.85	
		137778	rec - truck gas	96.01	
		137779	wmpps -fuel	50.00	1,427.04
				00.00	1,127.01
EFT		Municipality of No. 8985	Latimer Rd Constructions Costs	54,213.45	54,213.45
EFT		Nine Mile Repair	Inc		
		449	rec trail mod /ramps	1,833.99	
		450	pw-Change Steering box T5	1,996.85	
		462	pw- truck box repairs T5	3,177.27	
		466	pw - EMS Stn- marking flags	565.00	
		477	pw-salter chain repair T7	360.47	7,933.58
EFT		Novatech			
		1031066	Planning- general advisory	848.63	
		1031069	ec-dec JSC - R2020-178	3,373.67	4,222.30
EFT		OnServe			
		62498	Rec - HP Note book	2,523.75	2,523.75
EET		Peter Rainville		_,	_,
EFT		Committee 2021	Committee mtgs 2021	150.00	150.00
				130.00	130.00
EFT		Postmedia Netwo			
		608840	Agenda Advertising	1,197.80	
		610414	advertising	748.63	1,946.43
EFT		Prescott Building	Centre		
		2070049	pw - plywood - RCMP signage	28.61	28.61
EFT		<b>Purolator Courie</b>	r Ltd.		
		448702651	wwtp - parts expense	5.09	
		449241639	wwtp-parts shipments	9.36	14.45
EFT		R & D Dairies Ltd			
EFI		999.B209378	Rec Canteen supplies	36.16	
		999.B209573	Rec Canteen supplies	41.08	
		999.B2097794	Rec - canteen supplies	42.92	120.16
				42.32	120.10
EFT		Rideau St. Lawre		07.01	
		21-037	ind park water reading Jul-Sep	97.64	701077
		21-040	w/s billing Jul-Sep	7,749.13	7,846.77
EFT		Riverside Pontia	c Buick Ltd.		
			Page 122 of 199		

Report Date 1/19/2022 2:18 PM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/19/2022

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Batch: 2021-00157

Payment # Date Vendor Name **Payment Amount** Invoice # Reference Invoice Amount 320205 114.40 114.40 rec-oil change mike's truck **EFT** Sani Gear Inc 388.78 8787 fd - advanced gear cleaning 8822 fd - advanced gear cleaning 474.61 863.39 **South Nation Conservation EFT** 500.00 IN21949 2021 Municpal Tree Giveaway 500.00 **EFT** Spencerville Home Hardware 77117 pw-mailboxes 112.16 77118 pw- usb cable/adaptor 27.10 77130 rec- misc supplies 20.62 rec - wiring parts for arena 6.43 77136 29.92 77137 rec-batteries 77144 rec - arena supplies 13.55 rec - cleaning supplies 18.63 77190 77202 rec - cleaning supplies 15.18 77214 rec - misc supplies 10.71 254.30 St. Lawrence Testing & **EFT** fd-enviro classes Phase 2 stn2 5,424.00 21D763 5,424.00 TRS Heating & Cooling Ltd. **EFT** 24372798 admin-Furnace Repairs 240.13 240.13 **EFT** Tenaquip Ltd. 14324944-00 fd-emergen lighting batteries 97.03 97.03 **EFT** Top Graphics Design Inc. 972.93 8307 pw-Twsp Winter Jackets 972.93 **EFT Ultramar** pw 2667.6L clear diesel cty22 3,420.42 03916804707265 05466141707266 pw 1302.8L clear diesel Dishaw 1,671.20 fd -generator diesel 71.3L 80.14 05942132707267 7.881.43 03916804707268 pw 2003.8L clear diesel cty22 2,709.67 **EFT** Universal Supply Group 3735 964-373002 pw -battery HI Cardinal 397.43 422.54 964-373381 pw - battery holder 2 964-373695 pw-wiper blade T1 56.48 876.45 Vincera Kennels **EFT** 486658 Dec 2021 Pound fees 1,400.00 1,400.00 Westburne Ontario **EFT** wtp-alum channel 463.49 463.49 2335344 **EFT** White's Wearparts Ltd. 000136305 3,898.87 3,898.87 pw-flags/blades **EFT** Xerox Canada Ltd. 85497341 wwtp-photo charges 5.57 85512256 wwtp-copier charges 8.29 wwtp-copier charges 7.21 21.07 85526639 Total for EFT: 148,749.39

Report Date 1/19/2022 2:18 PM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/19/2022 Batch: 2021-00157

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Payment #

Date

Vendor Name

Invoice #

Reference

Invoice Amount

Payment Amount

Certified Correct This January 19, 2022

Melanie Stubbs, Treasurer

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval

As of 1/21/2022 Batch: 2022-00002

Report Date 1/21/2022 9:29 AM

Vendor Name Payment # Date Invoice # Reference Invoice Amount Payment Amount Bank Code: PAD - Preauthorized Debit **Proposed Payments:** Ch Bell Canada 657-4468 12-21 wtp-water plant Dec 2021 Phone 107.35 112.49 925-5822 12-21 south centre J.Town 118.43 657-3210 12-21 cardinal arena 657-4606 12-21 pw-Pittston shop 123.99 657-4850 12-21 wwtp-John St 164.10 336.37 962.73 wwtp-John st 657-3765 12-21 Hydro One Networks Inc. Ch lagoon 2803 CR 21 42.04 53082 12-21 43.26 32562 12-21 lagoon 4 Charles 105.64 24430 12-21 ball diamonds 27613 12-21 admin-townhall 743.14 41324 12-21 parks-CR44 clock 46.63 2,156.02 02595 12-21a spencerville arena 8.303.17 19876 12-21a spencerville arena 03768 12-21a ball diamond 33.27 34.68 16052 12-21a johnstown pool 181.41 77395 12-21a south centre wwtp-3207 Windmill 1,273.93 12,963.19 64439 12-21a Ch Komatsu Financial pw-L1 lease payment 3,447.69 3,447.69 625923 Ch **LBC** Capital 183.06 1911658 Jan-Feb 2022 copier lease 183.06 **Minister Of Finance** Ch Jan 2022 Dec 2021 EHT premium 7,329.56 7,329.56 Ch **Ontario Municipal Employees** 45,228.08 45,228.08 Dec 2021 Dec 2021 contributions **Pitneyworks** Ch Dec 13, 2021 admin postage supplies ink 489.28 489.28 Ch RBC Loan 21655469008 January 10,2022 JR-DR drain loan 1,331.00 1,331.00 Receiver General For Canada Ch PP 27 2021 PT source deduction PP 27 2021 PT 2,908.74 17,536.75 PP 27 2021 FT PP 27' 2021 FTsource deductions PP 01 2022 PT source deduction PP 01 2022 PT 2,956.51 PP 012022 FTsource deductions 51,194.96 27,792.96 PP 012022 FT Ch Rideau St Lawrence 34.15 502-00 12-21 ball diamond Cardinal 250-00 12-21 cardinal pool 34.21 37.70 290-00 12-21 parks-1700 Dundas 496-00 12-21 wwtp-417 Hwy2 44.49 504-00 12-21 parks 1800 Dundas 47.65 116.10 450-00 12-21 wtp-water tower wwtp-172 Henry 435-00 12-21 120.00

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#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/21/2022 Batch: 2022-00002

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		370-00 12-21	wwtp-adelaide	299.52	
		501-00 12-21	fd stn 2	290.23	
		500-01 12-21	cardinal library	301.49	
		231-00 12-21	pw-4035 Dishaw	798.15	
		430-00 12-21	wtp-2000 Dundas	1,118.09	
		270-00 12-21	pw-cardinal streetlghts	1,917.64	
		119-01 12-21	ind park water	6,806.31	
		464-00 12-21	wwtp-4000 John	4,951.59	
		505-01 12-21	Rec - Dishaw W & H	14,293.13	31,210.45
Ch		Royal Bank Visa			
		8356 12-21	D. Grant RBC Visa Dec 2021	624.99	
		8584 12-21	M.Spencer RBC Visa - Dec 2021	2,229.37	
		2719 12-21	R.Williams RBC visa Dec 2021	361.95	
		3850-12-21	M. Stubbs - RBC Visa Dec 2021	922.28	4,138.59
Ch		Scotiabank			
		Jan 2022	Recreation Truck Loan Payment	476.46	476.46
Ch		Scotiabank Loan			
		Jan 2022	ES truck loan 2021	954.08	954.08
Ch		Sun Life Financia			
		January 2022	Jan 20422 Monthly Premiums	15,612.55	15,612.55
Ch		Superior Propan	e		
		36830606	rec - 4050 Dishaw St	135.78	
		36830607	22 Sloan Street	135.78	
		36830604	Twp Office Propane	2,156.67	
		36830605	6055 County Rd #44	1,663.50	
		36909520	rec - 4050 Dishaw St	19.78	
		36930650	5 Henderson St	653.81	
		37066540	rec - 4050 Dishaw St	27.83	
		37066541	22 Sloan Street	55.66	4,848.81
Ch		Township of Edv	vardsburgh/Cardi		
		PP 01 2022	PP 01 2022 Payroll Clearing	72,151.11	72,151.11
Ch		Union Gas Limite	ed		
		72687 6 12-21	es-70 Adelaide St	70.83	
		72598 5 12-21	Library - 618 Cty Rd 2	186.67	
		69531 2 12-21	fd- 4035 Dishaw St stn 2	301.07	
		72780 5 12-21	pw-4035 dishaw card shop heat	513.72	
		44787 6 12-21	wtp-2000 Dundas natural gas	2,542.92	3,615.21
Ch		Workplace Safet			
		Dec 2021	Dec 2021 Premium	6,872.80	
		4th Qtr 2021	library WSIB Oct1-Dec31	56.39	6,929.19
				Total for PAD:	263,066.00

Report Date 1/21/2022 9:29 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/21/2022 Batch: 2022-00002

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Payment #

Date

Vendor Name

Invoice #

Reference

Invoice Amount

Payment Amount

Certified Correct This January 21, 2022

Melanie Stubbs, Treasurer

#### Report Date 1/21/2022 11:15 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/21/2022 Batch: 2022-00003

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: A	AP - REVENU	E FUND		1977	
Proposed Payr	ments:				
Ch		416 Courier			
		1381	Water sample courier	151.87	151.87
Ch		Approved Profes	ssionals		1
		ONT-260	EC LG Approved Trade Show	500.00	500.00
Ch		Association of M	Municipalities		
		MEM008297	admin - 2022 Membership	3,368.58	3,368.58
Ch		Bill's Towing			
		21-345	pw-H2 delivery Stn #1	768.40	768.40
Ch		Black Dog Tire 8	Lubricants		
		IM0046187	pw - tires install GII (1997)	937.59	937.59
Ch		Chris Ward			
OII		Committee 2021	Committee Meetings 2021	210.00	210.00
Ch			shments Canada		
CII		15175203755	Rec - Canteen supplies	1,413.52	1,413.52
Ch				,,,,,,,,,	1,110.02
CII		Coco Paving Inc 713562	pw asphalt repair tender hb	8,737.27	8,737.27
OI-			pw asphalt repair tender his	0,707.27	0,737.27
Ch		Cody Oatway Committee 2021	Committee Meetings 2021	60.00	60.00
			Committee Weetings 2021	00.00	00.00
Ch		Conor Cleary	Committee Mastings 2024	270.00	270.00
		Committee 2021	Committee Meetings 2021	270.00	270.00
Ch		Controles Laure		1 001 00	4 004 00
		CD99131624	wtp filter upgrade	1,921.00	1,921.00
Ch		David Robertson			
		Committee 2021	Committee Meetings 2021	420.00	420.00
Ch			s & Service Limi		7.202.00
		W14349	pw-500hr service L1	1,705.44	1,705.44
Ch		Evans Utility & N			
		0000164636	wtp-mainguard sample stn	2,093.89	2,093.89
Ch		Greenfield Ethai			
		Dec 15, 2021	refund bldg permit#2021-119 pd	793.15	793.15
Ch		Greg Modler			
		Committee 2021	Committee Meetings 2021	210.00	210.00
Ch		Home Sweet Ho			
		22-003	lagoon-plowing Charles st	28.25	
		22-004	lagoon-plwoing cty rd 21	56.50	
		22-005	lagoon-plowing	135.60	
		22-006	pw-plowing South St	90.40	
		22-001 22-002	fd - stn # 1 plow/sand	593.25	
		22-002	lagoon-plow/sanding spencer st	226.00 180.80	
		22-007	pw-sanding /plowing/Spencer pw-plowing/sanding Lennox	226.00	
		22-009	spen arena snow plowing	423.75	
		22-010	admin-snow plowing	395.50	
		22 010	admin onow plowing	330.30	

# Township of Edwardsburgh/Cardinal List of Accounts for Approval

Report Date

1/21/2022 11:15 AM

As of 1/21/2022 Batch: 2022-00003

/2022 Page 2

Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
22-011	adm-snow plow church lot	452.00	
22-012	library snwo plow Dec	271.20	3,079.25
<b>Hugh Cameron</b>			
Nov 2021	Nov 2021 Mileage	125.58	
Dec 2021	Dec 2021 Mileage	62.79	188.37
		Taxabar.	
00000-00230015	wtp-parts	838.91	838.91
James Birkens &	204 204 4004	400.05	400.05
	overpayment 0701-701-030-12201	188.05	188.05
	Committee Meetings 2021	360.00	360.00
	0	000.00	000.00
		360.00	360.00
DA0008590040	pw-tires GII (1997)	3,990.41	3,990.41
5732	rec - canteen products	93.31	93.31
282312211058050	Nov 2021 OPP billing	98,534.00	98,534.00
MC007492	2022 Employer Mun Contribution	326.29	326.29
Municipal Equipm	nent		
4190	fd - fire hose	3,426.61	
4220	fd - gas monitors	2,423.47	5,850.08
<b>Nova Products</b>			
8500054395	w/o blue boxes	2,135.36	2,135.36
Ontario Good Roa			
61114	pw-2022 OGRA Membership	1,022.98	1,022.98
Patrick Sayeau			
Sep/oct/nov/dec	Mileage and expenses	508.70	508.70
Realtax Inc.			
81613	admin-R#070170200546900	435.05	
81614	adm-R#070170105007400	435.05	
81615	adm-R#070170103013600	435.05	1,305.15
South Grenville B	eacon		
1146	pw-leaf brush/council-remem da	223.74	
1246	cou-xmas ad-pw xmas tree pu	291.54	515.28
•			
Dec 15 2021	C of A A-08-21	50.00	100.00
			44 4 1 1 1 1
	indpark sewer 2020 Shared cost	69,454.17	85,314.87
Trojan UV SLS/1031624	wtp - semi annual service	1,757.15	1,757.15
	Invoice #  22-011 22-012  Hugh Cameron Nov 2021 Dec 2021 Innovation, Scien 00000-00230015 James Birkens & Dec 17, 2021 John Bush Committee 2021 Mark Packwood Committee 2021 Michelin North And DA0008590040  Mini Donut Expres 5732  Minister of Financ 282312211058050  Municipal Employ MC007492  Municipal Equipm 4190 4220  Nova Products 8500054395  Ontario Good Roa 61114  Patrick Sayeau Sep/oct/nov/dec Realtax Inc. 81613 81614 81615  South Grenville B 1146 1246  Stephanie Summe Dec 15, 2021 Dec 15 2021 Town of Prescott 2021-0640 2021-WWTP1 Trojan UV	Invoice # Reference	Invoice # Reference

#### Report Date 1/21/2022 11:15 AM

#### Township of Edwardsburgh/Cardinal List of Accounts for Approval As of 1/21/2022

As of 1/21/2022 Batch: 2022-00003 Page 3

Payment #	Date	Vendor Name Invoice #	Deference	Invoice Amount	Payment Amount
		invoice #	Reference	IIIVOICE AIIIOUIT	rayment Amount
Ch		Union Gas Prop	erty Tax Dept		
		Dec 16 2021	refund 2021 ANA 010-21800	443.00	443.00
Ch		W O Stinson & Son Ltd.			
		8786416	pw-def fluid	1,787.94	1,787.94
Ch		Walkerton Clean Water Centre			
		3061823	wtp-water storage course	310.75	
		3061796	wtp-watermain repair course	310.75	
		3061794	wtp watermain comissioning	310.75	932.25
Ch		Xylem Canada LP			
		3558363767	wwtp-adelaide pump repairs	25,671.45	
		3558363579	wwtp - sensor	412.82	26,084.27
				Total for AP:	259,276.33

Certified Correct This January 21, 2022

Melanie Stubbs, Treasurer

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

#### **BY-LAW NO. 2022**

# "A BY-LAW TO AMEND BYLAW 2019-15 BEING A BYLAW TO GOVERN THE PROCEEDINGS OF COUNCIL AND COMMITTEES OF COUNCIL"

**WHEREAS** pursuant to Subsection 238(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, requires every municipality to pass a procedure by-law for governing the calling, place and proceedings of meetings; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal passed Bylaw 2019-15, being a bylaw to govern the proceedings of Council and Committees of Council on April 22, 2019; and

**WHEREAS** the Province of Ontario enacted the *Municipal Emergency Act, 2020*, on March 19, 2020, which amended the *Municipal Act, 2001*, to provide that during emergencies, the Municipal Council may choose to amend the procedural bylaw to permit electronic participation for members of council, local boards and committees; and

**WHEREAS** members of council, local boards and committees may choose to participate electronically in open and closed meetings and may be counted for the purposes of quorum; and

**WHEREAS** the Province of Ontario enacted the Covid-19 Economic Recovery Act, 2020, on July 21, 2020, which amended the Municipal Act, 2001, to expand the authority for municipalities to amend their procedural bylaw to provide that electronic participation in open and closed municipal meetings may count towards quorum beyond times when an emergency declaration is in place; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend Bylaw 2019-15 to permit Council and Committees of Council to meet via electronic means, as needed.

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

- 1. That the Procedural Bylaw 2019-15 be amended by adding Section 1(k) under the "Definitions" heading as follows:
  - ""Electronic Participation" means telephone, video or audio conferencing or other interactive methods whereby meeting participants are able to hear and be heard by all participants.
- 2. That Section 1(k) through 1(z) under the "Definitions" section be renumbered 1(l) through 1(aa).
- 3. That the Procedural Bylaw 2019-15 be amended by deleting the following heading within the General Provisions:
  - "Electronic Participation During Declared Emergencies"
- 4. That the Procedural Bylaw 2019-15 be amended by adding the following heading within the General Provisions:
  - "Electronic Participation in Meetings"

- 5. That the Procedural Bylaw 2019-15, Section 107, be amended by replacing this section, under the Electronic Participation in Meetings heading, as follows:
  - 107. In-person participation shall remain the primary method of participation by members, electronic participation is available to members who deem it necessary due to:
  - (a) It is not safe or possible to attend in-person due to natural extreme weather event:
  - (b) Health and safety restrictions or guidelines that may be outlined by the Health Unit, Provincial/Federal government or the Township's Emergency Control Group:
  - (c) Provincial government orders restricting in person meetings/public gatherings/stay at home orders;
  - (d) Activation of the Emergency Control Group or a declared emergency by any level of government or health unit;
  - (e) Medical absences (illness, isolation, or other health issues);
  - (f) Parental leave:
  - (g) Travel on official municipal business;
- 6. That the Procedural Bylaw 2019-15 be amended by adding Section 108, under the Electronic Participation in Meetings heading as follows:
  - 108. As per Section 238(3.1) of the Municipal Act, 2001, members of Council, of a Local Board or of a Committee, can participate electronically in a meeting.

A member of Council, of a Local Board or of a Committee, who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any time in time.

A member of Council, of a Local Board or of a Committee can participate electronically in a meeting that is open and closed to the public. Members participating electronically in a closed session shall ensure that they are in a private room, where no other persons can overhear the deliberations and that all reasonable measures have been taken to ensure confidentiality and internet security. It is highly recommended that all members participating electronically in a closed session wear a headset.

A member of Council, of a Local Board or of a Committee participating electronically shall notify the Presiding Officer of the meeting and the Clerk, or their designate, of their intention, prior to the meeting if they wish to participate via electronic means.

A member of Council, of a Local Board or of a Committee shall verbally inform the Presiding Officer of their intention to leave the meeting. If the member is returning to the meeting, the member shall verbally notify the presiding officer at the time of their return.

A member of Council, of a Local Board or of a Committee making a motion shall not be required to be made in writing during electronic participation of the meeting. The member that has brought a motion forward during his/her electronic participation shall supply the Clerk with a copy of said motion, within 48 hours, of said meeting.

A member of Council, of a Local Board or of a Committee shall notify the Clerk, or designate, of their intention to participate electronically as soon as possible, or not later than 6 hours before the scheduled start of the meeting in order for electronic participation preparations to be made.

All members participating electronically shall vote by show of hands or by verbal consent (yea or nay).

All requested recorded votes shall be recorded during electronic participation. Each member present, including the presiding officer, except a member who is disqualified from voting by any Act, shall announce his/her vote verbally (yea or nay) when called by the presiding officer or Clerk, and the Clerk, or designate, shall record each member's vote.

- 8. That all other provisions of Bylaw 2019-15 shall remain in force and effect.
- 9. That this bylaw, amending the Procedural Bylaw 2019-15 with respect to electronic participation in meetings, shall expire on July 31, 2022 unless extended by resolution of Municipal Council.
- 10. That this bylaw shall come into force and effect upon final passage.

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

**BY-LAW NO. 2021-**

"A BY-LAW TO AMEND BYLAW 2021-36 TO EXECUTE AN AGREEMENT FOR CREDIT AND LEASE FACILITIES WITH THE ROYAL BANK OF CANADA" FOR THE PURCHASE OF INDUSTRIAL PROPERTY ON BEHALF OF THE PORT OF JOHNSTOWN

**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 401(1) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend the agreement for credit and lease facilities with the Royal Bank of Canada to add Facility (7) for a fixed rate term loan on behalf of the Port of Johnstown:

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

- 1. That Bylaw 2021-36 Schedule "A" of the agreement for credit and lease facilities with the Royal Bank of Canada is hereby amended to add Facility (7) as attached hereto, and shall form part of this bylaw.
- 2. That the Mayor and CAO are hereby authorized to execute the amendment to the agreement for credit and lease facilities and all necessary documents with the Royal Bank of Canada, on behalf of the Port of Johnstown for the purchase of industrial property located at 2822 County Road 2, Johnstown.
- 3. That the funds be directed into the Port of Johnstown general/working Fund account.
- 4. That all other provisions of Bylaw 2021-36 shall remain in force and effect.
- 5. 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 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

# RBC Sanuary 12, 2022

Royal Bank of Canada Commercial Financial Services 90 Sparks Street

Ottawa, Ontario K1P 5T6

## The Corporation of the Township of Edwardsburgh/Cardinal

18 Centre Street Spencerville, Ontario K0E 1X0

We refer to the agreement dated May 26, 2021 and any amendments thereto, between The Corporation of the Township of Edwardsburgh/Cardinal, as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Facility (7) is added as follows:

#### **CREDIT FACILITIES**

#### Add

Facility (7): \$2,250,000.00 non-revolving term facility by way of:

(a) fixed rate term loans ("FRT Loans").

#### **PURPOSE**

#### Add

#### Facility (7)

To finance purchase of the property located at 2822 County Road 2, Johnston, Ontario.

#### **AVAILABILITY**

#### Add

#### Facility (7)

The Borrower may borrow up to the amount of this term facility, provided:

(a) this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time and from time to time without notice or demand;

<sup>®</sup> Registered Trademark of Royal Bank of Canada

- (b) FRT Loans may not be converted or reborrowed and must be repaid on their maturity;
- (c) an Event of Default shall not have occurred and be continuing at the time of any Borrowing.

#### REPAYMENT

#### Add

#### Facility (7)

Borrowings under this facility shall be repayable by consecutive, blended monthly payments of principal and interest each based on an amortization period of 20 years, on the same day of each month, commencing 30 days from the date of drawdown and the balance of this facility shall be repayable in full on the last day of a 1, 2, 3, 4 or 5 year term, as selected by the Borrower.

For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.

The specific repayment terms for Borrowings under this facility will be agreed to between the Borrower and the Bank at the time of drawdown by way of a Borrowing Request substantially in the form of Schedule "H" provided by the Borrower and accepted by the Bank.

#### **INTEREST RATES AND FEES**

#### Add

Facility (7)

FRT Loans: fixed interest rate to be quoted by the Bank and fixed at the time of Borrowing.

Amount eligible for prepayment is to be determined.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) a copy of the purchase and sale agreement in the name of the township for the property located at 2822 County Road 2, Johnstown, Ontario;
- d) a borrowing by-law approving the financing granted under Facility (7);
- e) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- f) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

#### Additionally;

g) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### COUNTERPART EXECUTION

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until February 12, 2022, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA** 

Per:

Title: Vice President

I/We have the authority to bind the Borrower.

RBC Contact: Ellen Rivers-Cot	<u>ter</u>	
/kb		
Agreed to and accepted this	day of	, 20
THE CORPORATION OF THE T EDWARDSBURGH/CARDINAL	OWNSHIP OF	
Per: Name:		
Per: Name:		

**Schedule "H"** to the agreement dated May 26, 2021, between The Corporation of the Township of Edwardsburgh/Cardinal, as Borrower, and Royal Bank of Canada, as the Bank.

#### NON-REVOLVING TERM FACILITY

#### **BORROWING REQUEST**

The Borrower hereby requests the following be established under Facility ():				
Date of Borrowing				
Amount of Borrowing:	\$			
Amortization (in months):				
Selected Term (in months):				
(Borrowing repayable in full on the last day of the Term)				
Payment Amount:	\$			
Payment Frequency:	monthly quarterly annual			
Selected Interest Rate (per annum)/Acceptance Fee (per annum):	% RBP + %			
Selected Payment Type:	Blended (Principal Principal plus Interest and Interest)			
First Payment Due Date:				
Amount Eligible for Prepayment of FRT Loans:	0% 10%			
Dated this day of, 20	·			
THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL				
Per:				

I/We have the authority to bind the Borrower

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

**BY-LAW NO. 2022-**

# "A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT FOR ELECTRONIC VOTING SERVICES WITH INTELIVOTE SYSTEMS INC."

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into an agreement with Intelivote Systems Inc. for the provision of electronic voting services for the 2022 Municipal Election;

**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 agreement for electronic voting services, attached hereto as Schedule "A" and shall form a part of this by-law.
- 2. That this By-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

#### MUNICIPAL VOTING CONTRACT

**Agreement for eVoting Services** made and effective this <u>10th</u> day of <u>January</u>, 2022

#### BETWEEN:

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

Of 18 Centre St., Spencerville, Ontario, K0E 1X0 (herein called "the Municipality")

- and -

#### INTELIVOTE SYSTEMS INC.

Of 12-40 Thornhill Drive, Dartmouth, Nova Scotia, B3B 1S1 (herein called "ISI")

**WHEREAS** ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

**AND WHEREAS** the Municipality wishes to obtain from ISI the use of some of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

**AND WHEREAS** ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

**NOW THEREFORE FOR** the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

#### 1. Definitions

- 1.1 "Auditor" means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 "Candidates' Agents" means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 "Candidate Reports"- means an electronic record in an agreed upon format produced and made available to Candidates' Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 "Consulting Services"- means the services described in Schedule "A" hereof which are to be rendered by ISI.
- 1.6 "Contract Administrator"- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 "Control Centre"- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 "Election Date(s)"- means the following days: Monday, October 17, 2022 until Sunday, October 23, 2022 and October 24, 2022.
- 1.9 "Election Officials"- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Returning Officer and/or Deputy Returning Officer, whose rulings ISI shall be compelled to comply with.
- 1.10 "Eligible Elector"- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 "Interactive Voice Response" and "IVR"- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 "Internet Enabled Connection Service"- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 "PIN"- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 "Telephone Voting Number"- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.

- 1.15 "Voting Decision"- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.
- 1.16 "Voting Period"- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 "Website Voting Address"- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

#### 2. Provision of ISI Services

2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

#### 3. Specifications

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.

- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.
- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

#### 4. Contract Administration

4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: <u>Dean Smith</u> Telephone: (902) 481-1156

Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:

Name: Rebecca Williams
Telephone: (613) 658-3055 x 105
Email: rwilliams@twpec.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.
- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

#### 5. Obligations of the Municipality

- 5.1 The Municipality shall:
  - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
  - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
  - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.

- 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
- 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

#### 6. Obligations of ISI

#### 6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and

6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

#### 7. Fee and Payment Terms

- 7.1 The Municipality agrees to pay to ISI:
  - 7.1.1. A base services fee equal to \$1.00 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
  - 7.1.2. A services and postage fee equal to \$1.30 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;
  - 7.1.3. Any fees for additional consulting services described in Schedule "B";
  - 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
    - a) 30% of the base services fee of \$1.00 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
    - b) The services and postage fee of \$1.30, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
    - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
  - 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
  - 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

#### 8. Ownership and Rights

8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

#### 9. Representations and Warranties

- 9.1 ISI represents and warrants that:
  - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;
  - 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
  - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and
  - 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
  - 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
  - 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.
- 9.2 The Municipality represents and warrants that:
  - 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

#### 10. Remedies

10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the

- defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.
- 10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

#### 11. Force Majeure

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

#### 12. Limitation of Liability

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

#### 13. Miscellaneous

- 13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.
- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

Per:
Per:
INTELIVOTE SYSTEMS INC.
Per:

## SCHEDULE "A" Base Services

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote:
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;

- Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;
- n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer and Deputy Returning Officer);
- o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
- p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

# SCHEDULE "B" Consulting Services

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes All travel and living expenses will be reimbursed to ISI at cost.

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

**BY-LAW NO. 2022-**

# "A BY-LAW TO AUTHORIZE THE MAYOR AND CAO TO EXECUTE AN AGREEMENT WITH HGC MANAGEMENT INC. FOR CURBSIDE COLLECTION OF SOLID WASTE AND RECYCLABLES"

**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 Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into an agreement with HGC Management Inc. for the provision of curbside collection of solid waste and recyclables;

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

- 1. That the Mayor and CAO are hereby authorized to execute the Waste Disposal Agreement with HGC Management Inc, attached hereto as Schedule "A", and shall form part of this bylaw.
- 2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

#### WASTE DISPOSAL AGREEMENT

This Agreement, made in triplicate, on the day of January, 2022.

#### **BETWEEN:**

#### The Corporation of the Township of Edwardsburgh/Cardinal

(hereinafter call the "Municipality")

-and-

#### **HGC Management Inc.**

(hereinafter called the "Contractor")

**WHEREAS** the Contractor provides collection and disposal services for solid waste and recyclables in the Province of Ontario.

**AND WHEREAS** the Municipality requires curbside collection and the disposal of waste and recovery of recyclables.

**NOW THEREFORE,** in consideration of the promises made hereinafter, set out and intended to be legally binding thereby, the Municipality and the Contractor agree as follows:

#### **SECTION 1:**

A A general (but not exhaustive) description of the work is as follows:

Waste Management Collection Services:

The Contractor shall supply all expertise, labour, materials, equipment, licenses, and certifications necessary to complete the following:

- i The weekly collection and disposal of curbside solid waste at an approved landfill site in accordance with the Municipality's Waste Collection By-law No. 2019-64;
- ii. The bi-weekly collection and recovery of curbside recycling, with green box material collected one week and blue box material collected the next in accordance with By-law No. 2019-64 ("the Work?").

B. The Contractor shall, for the Contract Price as set out in Section 3 of this Agreement, without exception, supply at no additional costs to the Municipality all and every kind of labor, machinery, plants, structures, materials, appliances, articles, and things necessary for the performance of the Work as defined by this agreement.

#### **SECTION 2:**

The Contractor shall commence the Work on March 1, 2022 and agrees to carry out the work for a period of three (3) years ("the Term").

#### **SECTION 3:**

The Municipality and the Contractor agree that the Contract Price for the Work shall be as follows:

Weekly Curbside Solid Waste Collection	# of Eligible Units	TOTAL ANNUAL COST
YEAR ONE (2022-2023)	3170	\$232,000.00, plus HST
YEAR TWO (2023-2024)	3208	\$232,450.00, plus HST
YEAR THREE (2024-2025)	3246	\$242,250.00, plus HST

Alternating Weekly Curbside Recyclable Waste Collection, (blue box one week, Qreen box the next).	# of Eligible Units	TOTAL ANNAUL COST
YEAR ONE (2022-2023)	3170	\$110,625.00, plus HST
YEAR TWO (2023-2024)	3208	\$115,300.00, plus HST
YEAR THREE (2024-2025)	3246	\$120,175.00, plus HST

#### **SECTION 4:**

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- a. This Agreement;
- b. Addenda to this Agreement, if any;
- c. Request for Proposal for Curbside Collection of Recyclables and Solid Waste Addendum No. 1;
- d. Request for Proposal for Curbside Collection of Recyclables and Solid Waste dated November 3, 2021:
- e. Edwardsburgh Cardinal RFP for Curbside Collection Technical and Pricing Submissions;
- f. Declaration by Proponent and Schedule of Items & Pricing.

#### **SECTION 5:**

The Contractor shall not, without the consent in writing of the Municipality, and without restricting in any way the Terms and Conditions as set out in the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* dated November 3, 2021, make any assignment of any part or the whole of any of this Agreement or any individual provision thereof

#### **SECTION 6:**

The Municipality covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Agreement, will be paid the Contract price for 2022-2023, 2023-2024, 2024-2025 subject to such additions and deductions as may properly be made under the terms hereunder, if any. The Municipality may make payment of the Contract Price to the Contractor by way of monthly installments or as otherwise permitted by the Terms and Conditions contained in the *Request for Proposal for Curbside Collection of Recyclables and Sofid Waste* and any addenda thereto.

#### **SECTION 7:**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, such notice shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

The Municipality: THE CORPORATION OF THE TOWNSHIP OF

EDWARDSBURGH/ CARDINAL

18 Center Street

Spencerville, ON KOE 1X0

The Contractor: **HGC MANAGEMENT INC.** 

50 Shaver Street, RR#8 Brantford, ON N3T 5M1

#### **SECTION &**

A copy of each of the Request for Proposal for Curbside Collection of Recyclables and Solid Waste Addendum No. 1, Request for Proposal for Curbside Collection of Recyclables and Solid Waste dated November 3, 2021, Edwardsburgh Cardinal RFP for Curbside Collection Technical and Pricing Submissions, and the Declaration by Proponent and Schedule of Items & Pricing are hereto annexed and form part of this Agreement as though recited in full herein.

#### **SECTION 9:**

No contract of any kind by or on behalf of the Municipality shall arise, be implied, or inferred from anything contained in this Agreement, nor from any position or situation of the parties at any time, it being understood and acknowledged that the express covenants and agreements herein contained are the only covenants and agreements between the parties.

#### **SECTION 10:**

Time shall be of the essence of this Agreement.

#### **SECTION 11:**

The Contractor declares that by submitting a proposal for the Work and by entering into this Agreement, it has either investigated the character of the Work and all local conditions that might affect its tender, acceptance or performance of the Work, or that not having so investigated, it acknowledges that its responsibility under this Agreement is in no way reduced or limited thereby. The Contractor further agrees to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the Work which might or could make the Work, or any part thereof, more expensive to complete, or more onerous to fulfill, than was contemplated or known when the tender was made or this Agreement signed. The Contractor further declares that it did not and does not rely upon information furnished by any methods whatsoever by the Municipality or its officers, employees or agents, being aware that any such information was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Municipality.

#### **SECTION 12:**

The Contractor shall ensure that the Work is done in compliance with the requirements of each federal, provincial, municipal and other government and each governmental and regulatory authority having jurisdiction over the Work and/or the Contractor (collectively, the "Regulatory Authorities") and with all laws, regulations, rules, by-laws, codes, standards, directives, and policies of every nature and kind whatsoever of all Regulatory Authorities (collectively, the "Laws") applicable to the work and/or the Contractor. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by the Regulatory Authorities. If the Contractor performs any work contrary to any applicable Laws, then the Contractor shall bear all costs related to that contravention and its correction.

#### **SECTION 13:**

In the event that the performance of the Contractor is not satisfactory, as determined by the Municipality in its sole and absolute discretion, then the Municipality shall serve written notice upon the Contractor setting out the details of non-performance and will give the Contractor ten (10) calendar days to rectify that non-performance. If the Contractor does not take the required corrective action, this Agreement may be terminated immediately by the Municipality without further recourse by the Contractor against the Municipality. The Municipality may then procure the necessary equipment and services to complete the work, the cost of which shall be deducted from any monies owed to the Contractor. If the expense of completing the work exceeds the unpaid balance of the Agreement price, then the Contractor shall pay the difference to the Municipality forthwith on demand.

#### **SECTION 14:**

Prior to the commencement of any work, the Contractor shall obtain and maintain until the termination of this Agreement or otherwise stated, the required insurance coverage as outlined and set out in the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* Addendum No. 1 and/or *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* dated November 3, 2021, which coverage may include, but is not limited to, commercial general liability, automobile liability, professional liability, and environmental liability insurance. The Contractor shall provide evidence of the foregoing insurance to the Municipality upon demand.

#### **SECTION 15:**

- A. Notwithstanding anything to the contrary contained in this Agreement, the parties shall not be liable for any failure or delay in fulfilling or performing any of their obligations under this Agreement when such performance is prevented or delayed by any cause or condition beyond the reasonable control of the affected party, including without limitation:
  - acts of God or natural disasters such as but not limited to fire, explosion, earthquake, volcanic activity, blizzard, epidemic, violent storm, flood or drought;
  - (ii) war, act of terrorism, insurrection, rebellion, riot, civil commotion or disorder, strike, lockout or other labour disturbance;
  - (iii) act, omission or delays in acting by governmental authority, compliance with any law or government order, rule, regulation or direction, curfew restriction or lockdown, or expropriation; and
  - (iv) prolonged breakdown or shortage of transport, telecommunication or electricity {each an "Event of Force Majeure").

B. A party affected by an Event of Force Majeure shall forthwith notify the other party within seven (7) calendar days of the existence or occurrence of the Event of Force Majeure and shall use commercially reasonable best efforts to avoid, mitigate or remove such Event of Force Majeure and the causes of non-performance or any damage resulting therefrom.

#### **SECTION 16:**

- A The Contractor shall keep the work site (curbside collection zones) clean and tidy and free of debris and waste materials, failing which the Contractor will be charged a clean-up fee of double to cost of such clean up to the Municipality. The Municipality has the right to direct the Contractor with respect to its clean-up activities
- B. The Contractor shall be responsible for reinstatement of all disturbed areas. The Contractor shall also be responsible for any and all costs associated with the release of hazardous materials caused by or resulting from the acts or omissions of the Contractor or its agents. Those costs include, without limitation, emergency response, investigation, containment, remediation, removal and disposal of hazardous materials in surface and ground water, land surface, subsurface strata, buildings, structures or improvements on the work site or on neighboring properties that originated from a release on the work site.

#### SECTION 17:

The Contractor agrees to indemnify, hold harmless, and defend the Municipality and its elected officials, directors, officers, employees and agents, as applicable (collectively, the "Indemnified Parties"), from and against all claims, demands, debts, dues, losses, costs including legal costs, damages, actions, suits or proceedings (collectively, the "Liabilities") as a result of (i) accidents or injuries (including death) to persons or property occasioned by the acts, omissions or negligence of the Contractor its directors, officers, agents, employees or any other person for whom it is responsible in law, whether or not the Contractor is insured and whether or not the accident or injury is jointly caused by any third party, (ii) violations by the Contractor or its agents of any applicable laws, (iii) any release of hazardous materials caused by or resulting from the acts, omissions or negligence of the Contractor, its directors, officers, agents, employees or any other person for whom it is responsible in law, (iv) any claim, lien or trust claim pursuant to the Construction Act or any other statute or law, including without limitation, the cost of removing any claim for lien from the title to the work site, and (v) any breach of this Agreement by the Contractor. If any claim or demand is made against the Indemnified Parties on account of any such Liabilities, the Municipality may deduct the amount of such Liabilities (and related legal fees) from monies owing to the Contractor.

#### **SECTION 18:**

- A The parties hereto agree that they will follow the process for dispute resolution as set out herein.
  - (i) In the event of any dispute, claim, question or difference arising out of or relating to the construction of the Services or the reduction of security contemplated by subsection 2(f) of this Agreement, the parties shall use their best efforts to settle such disputes, claims, questions or differences. To this effect, they shall consult and negotiate with each other in good faith and understanding of their mutual interests in the Services to reach a just and equitable solution satisfactory to all parties. If they do not reach such solution within thirty (30) days, then upon notice by either party, the disputes, claims, questions, or differences shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act*, 1991, S.O. 1991, c. 17 and any amendments thereto.
  - (ii) The arbitration tribunal shall consist of one arbitrator. The parties will cooperate with one another with a view to selecting an arbitrator appropriate to the subject matter of the dispute. If the parties fail to agree upon an arbitrator within a reasonable period of time, then either of them may apply to a judge of the Superior Court of Justice of the Province of Ontario to appoint an arbitrator. The arbitration will take place in the City of Ottawa unless agreed otherwise by the parties.
  - (iii) The arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The arbitrator shall render a decision within sixty (60) days of any hearing.
  - (iv) The final award of the arbitrator shall be final and binding on the parties with no appeal to any court. The parties hereby agree to carry out any decision or order of the arbitrator in good faith. The costs of the arbitration shall be determined by the arbitrator.

#### **SECTION 19:**

This Agreement shall ensure to the benefit of and be binding on the parties hereto and their respective successors, administrators, and assigns.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, duly authorized, as the case may be.

#### SIGNED, SEALED AND DELIVERED

# THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Per: Patrick Sayeau (Mayor)

(I have authority to bind the corporation)

Per: Dave Grant (CAO)

(I have authority to bind the corporation)

HGC MANAGEMENT INC.

Witness

Name (Printed): Teena Ashbridge

er. Herb Lambacher (President)

(I have authority to bind the corporation)

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

**BY-LAW NO. 2022-**

#### "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** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable 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 the updated and revised COVID-19 Vaccination Policy.

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

- 1. That the updated and revised COVID-19 Vaccination Policy attached hereto as Schedule "A" is hereby adopted and shall form part of this bylaw.
- 2. That bylaw 2021-57 is hereby repealed.
- 3. 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 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

#### **COVID-19 Vaccination Policy - Revision January 2022**

#### **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 require all employees to be fully vaccinated by March 31, 2022. Becoming vaccinated to help protect against COVID-19 is recommended by the Local Medical Officer of Health and the Chief Medical Officer of Health for the Province.

An employee who is not fully vaccinated by March 31, 2022 will be placed on an unpaid leave of absence.

#### **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, prior to March 31, 2022, must complete regular rapid antigen point of care testing for COVID-19, at a minimum of once every seven days or other frequency as directed by the Township, and provide verification of the negative test result to their department manager on a weekly basis or other frequency 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.

The employer will at their discretion, on an interim basis, either cover the cost of or supply the rapid antigen test kit to the employee.

#### **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)
FullPartial (Complete Part A)None (complete Part A and B, or C)
Part A: Next Scheduled Dose:
Part B: Next Scheduled Dose:
Part C - Reason:medicalreligion/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:
<b>Full Vaccination:</b> means the individual has received (2) two doses of an approved vaccine and 14 days have passed since second dose.
<b>Partial Vaccination:</b> 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. 2022-**

# "A BY-LAW TO IMPOSE SEWER RATES FOR USERS OF THE SANITARY SEWER SYSTEM ON COUNTY ROAD 2 AND IN THE EDWARDSBURGH CARDINAL INDUSTRIAL PARK"

**WHEREAS** Section 290 of the Municipal Act 2001, S.O. 2001, c.25, as amended, provides that the council of a local municipality shall in each year prepare and adopt a budget, including estimates of all sums required during the year for the purposes of any board, commission or other body; and

**WHEREAS** Section 391 of the Municipal Act, 2001, S.O. 2001 as amended provides for a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it expedient to establish sewer rates for the Sanitary Sewer System on County Road 2 and in the Edwardsburgh Cardinal Industrial Park;

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

- 1. Rates and charges shall be determined in accordance with Schedule "A" attached hereto and forming part of this by-law.
- 2. The rates and charges shall be retroactive to January 1<sup>st</sup>, 2022 upon passing of this by-law.
- 3. Charges shall be billed monthly. Amounts unpaid after 30 days shall be charged interest at the rate of 1.25% per month. At the discretion of the Treasurer of the municipality, outstanding accounts may be added to the collector's roll and collected in a like manner as taxes, according to Section 398(2) of the Municipal Act, 2001, SO 2001.
- 4. That By-law 2020-03 is hereby repealed.
- 5. This by-law shall be known as the "Industrial Park Sewer Rate By-law"

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk	

#### Schedule "A" By-law 2022-

#### **SEWER RATES**

- 1. Each user shall be billed a minimum flate rate of \$55.00 per month.
- 2. Each user shall be billed \$1.8540 per cubic meter of water consumed for operation and maintenance of the collection and treatment system.
- 3. Each user shall be billed \$0.077 per cubic meter of water consumed for capital replacement of the collection and treatment systems and funds so collected shall be placed in the Industrial Park Sewers Reserve Fund.

# THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

#### **BY-LAW NO. 2022-**

"A BY-LAW TO STOP UP, CLOSE AND CONVEY UNOPENED ROAD ALLOWANCES BETWEEN LOT 24 AND LOT 25, BETWEEN CONCESSION 6 AND 7, IDENTIFIED AS PART 3 (PIN68141-0123), 6 (PIN68142-0373), 9 (PIN 68142-0346), AND 11 (PIN 68142-0347) ON PLAN 15R5311, IN THE GEOGRAPHIC TOWNSHIP OF EDWARDSBURGH, TOWNSHIP OF EDWARDSBURGH CARDINAL, COUNTY OF GRENVILLE"

**WHEREAS** Section 27(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, empowers a municipality to pass by-laws in respect of a highway over which it has jurisdiction; and

**WHEREAS** Section 28(2)(b) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, gives local municipality jurisdiction over all road allowances, streets and lanes shown on a registered plan of subdivision; and

**WHEREAS** Section 34(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a by-law permanently closing a highway does not take effect until a certified copy of the by-law is registered in the proper land registry office; and

WHEREAS Municipal Council deems it expedient that the unopened road allowances, known as Part 3 (PIN 68141-0123) PT RDAL between Lot 24 and 25 Concession 7, Part 6 (PIN 68142-0373) PT RDLA between Lot 24 and 25 Concession 7, Part 9 (PIN 68142-0346) PT RDLA between Concession 6 and 7, and Part 11 (PIN 68142-0347) PT RDLA between Lot 24 and 25 Concession 6, all of Plan 15R5311, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville in the Registry Office for the Land Titles Division of Grenville be stopped up, closed and conveyed to Sarah Jane Dumbrille;

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

- 1. That the road allowance, as set out and described in Schedule "A" attached be stopped up and closed.
- 2. That the road allowance as set out and described in Schedule "A" be conveyed to adjacent owner, Sarah Jane Dumbrille.
- 3. That the conveyed road allowances be registered on title in the exact same name in which the abutting land is registered.
- 3. That the Mayor and Clerk are hereby authorized to execute such documents as are necessary to affect such closure and conveyance.
- 4. That this by-law will come into force and effect upon passing.

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.

Mayor	Clerk

#### Schedule "A" to By-law 2022-

Parcels of land, being portions of road allowances, Part 3 (PIN 68141-0123) PT RDAL BTN LT 24 and 25 CON 7, Part 6 (PIN 68142-0373) PT RDLA BTN LT 24 and 25 CON 7, Part 9 (PIN 68142-0346) PT RDLA BTN CON 6 and 7, and Part 11 (PIN 68142-0347) PT RDLA BTN LT 24 and 25 CON 6, all of Plan 15R5311, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville.

#### **CAO'S ADMINISTRATIVE UPDATE TO COUNCIL**

#### ADMINISTRATION / ECONOMIC DEVELOPMENT

Senior	Finalizing year end inventories and 2022 operational budget
Management	development.
Team	
Economic	Staff are working through several severance, zoning bylaw
Development	amendments and site plan control inquiries and applications.
2022 Small	The Township has reserved a booth at the Small Business and
Business and	Trade Show. The show was originally scheduled for late February,
Trade Show	but has been rescheduled for March 24-26 in hopes of higher
	capacity limits. TWPEC is a sponsor for the event.
Zoning Bylaw	Staff anticipate the next draft of the zoning bylaw will be ready for
Review	review at the February CDC meeting.
Public Meeting	A Public Meeting has been scheduled for an application for a
ZBA	zoning amendment on County Road 2 (VanVeldhuisen o/b Leeder)
	for February 22 at 6:00pm in Council Chambers.
Butternut	Had an inquiry from a developer interested in the program. The
Compensation	development is outside the municipality. Staff have provided an
Program	initial overview of the program and are waiting additional details
	from the developer.
Building	The building department issued 166 permits in 2021. We were
	pleased to welcome Roger Huttmann to the department on January
	4, 2022. LGL health unit will no longer be operating the Part 8
	septic program as of September 2022. Staff are in discussions with
	Conservation Authority and neighbouring municipalities on options.
Bylaw	The BLEO continues to address new issues through proactive and
	reactive identification and working with the public to educate
	everyone on Township bylaws. The BLEO has had a steady month
	monitoring and addressing winter parking infractions with a number
	of additional educational opportunities, warning and winter parking
	infraction tickets issued. The winter parking infractions are
	comprised of inappropriate parking during inclement weather which
	would prevent snow plowing of the roadways and inappropriate
	parking during cleanup efforts. The BLEO continues to complete
	the weekly reporting under the EMCPA.
Upcoming	Thursday January 27 – Budget Meeting # 3 6:00pm
meeting	Wednesday February 2 – Budget Meeting # 4 6:00pm
schedule	Monday February 7 – Committee of the Whole, CDC
Time - 6:30pm	Wednesday February 9- Consider Engineer's Report – Newport MD
unless noted	Monday February 14 – Committee of the Whole, Admin/Finance
otherwise	Wednesday February 16 – Port Management Committee
	Thursday February 17 - Budget Meeting # 5 6:00pm
	Tuesday February 22 - Public meeting ZBA <b>6:00pm</b>
	Tuesday February 22– Committee of the Whole, PW/ES/F

#### **TREASURY**

Letter Folding	Installation of machine and training of staff completed January 18th
machine	
Counter	Replacement of counter computer that stopped working in
Computer	December

#### FACILITIES/RECREATION

Arenas	Winter contracts usually end March 15. However, this year we will
	look to delay the start of Spring ice rentals 3 weeks, until April 4, to
	allow leagues to finish the regular season and playoffs.
Vaccination	COVID-19 vaccination clinics took place on January 18 at the
Clinic	Ingredion Centre between 11am and 7pm. The next clinic is
	scheduled for February 15.
Summer	Summer program packages are being prepared. The program will
Program	include a day camp in Cardinal during the month of July. Last year's
	lifeguards have been contacted and also advertising for positions.
Cardinal Pool	RFP document is being finalized and will be issued this week.

#### OPERATIONS - PUBLIC WORKS

Winter Control	Staff have been busy responding to several weather events during
	the last month. For example, over 100 loads of snow have been
	removed from Spencerville alone.
Vehicles	An RFQ for a ¾ ton truck was issued to surrounding GM, Ford and
	Dodge dealers. There were no submissions received by closing
	time on January 18. Two dealers indicated 2022 units were not
	available. Staff are reviewing options.
Transfer Site	A draft ECA for the new Transfer Site has been provided by the
	MECP and is under review.
	Christmas tree pickup took place between January 3 <sup>rd</sup> and 14 <sup>th</sup> in
	Cardinal, Johnstown, New Wexford and Spencerville.
Spencerville	The survey work revealed 8 areas, at various intersections, within
Drainage	the scope of work where the paved portion of the existing ROW
	(right-of-way) extends onto private property. After speaking with
	legal, the simplest solution is to contact the (8) eight impacted
	landowners, outline the current situation and seek their consent in
	having the property encroachments deeded over to the Township.
	The documentation would be prepared by our legal at no charge to
	the landowner. Letters are in the process of being prepared for

delivery. This does impact our ability to tender the project at this
stage.

#### **OPERATIONS - ENVIRONMENTAL SERVICES**

Cardinal	Capital Controls completed annual verification/calibrations of
Wastewater	equipment.
Treatment	The Helen St. sewer lining was awarded to Insituform.
Plant	Routine maintenance completed
Cardinal Water	pH probe replaced on post chlorine analyzer.
Plant	Capital Controls completed annual verification/calibrations of
	equipment.
	Routine maintenance completed.
Cardinal	Routine maintenance completed.
Wastewater	
Collection	
Cardinal	County Road 2 reconstruction meeting with Jewell Engineering
Distribution	completed.
System	Routine maintenance completed.
Industrial Park	Routine rounds completed.
Water System	
Spencerville	Fuel tank inspection at Spencerville PS #1 completed.
Wastewater	Capital Controls completed annual verification of flow meter.
	Routine maintenance completed.

#### **OPERATIONS – MUNICIPAL DRAINS**

CR2/Newport MD	Public meeting to consider the engineer's report is scheduled for February 9, 2022 at 6:30pm. Robinson Consultants will be in attendance and leading the meeting.
Ferguson MD	An updated assessment schedule that reapportions properties where land severances have occurred since the original assessment schedule has been received from Greer Galloway Group. The report will come to the February PW/ES/F meeting.

#### FIRE DEPARTMENT

Training	Regular training and all other non-emergency activities cancelled for the month. Rapid Antigen Tests have been requested from the province for regular testing of firefighters as an additional level of protection from
	Covid-19.

	Four Officers completing a blended NFPA 1521 Incident Safety Officer course through Leeds 1000 Islands RTC
HR	Received the resignation of a station 2 firefighter who has relocated to the Brockville area.
	Staff are reporting any unavailability due to Covid-19 symptoms or close contact. Currently 1 unavailable.
	Regular communication with Augusta and Prescott Chiefs to ensure continuity of service through the Omicron wave.
Facilities	The back-up generator at station 1 failed monthly testing and required a battery replacement.
Fleet	Additional minor repairs to apparatus are scheduled this week.  Delays have been experienced due to parts sourcing challenges.
Fire Prevention	Chief toured the Prysmian expansion and provided guidance on fire extinguisher selection and location.
	Continue to respond to complaint and inspections upon request as needed.
	2022 burn permits are now being issued. Some technical issues with the payment option have been overcome.
Holiday Season	The fire department was busy over the holidays dispatched to 6 MVC's, an activated alarm and a medical assist all between
	Christmas and new-years.

#### **EMERGENCY MANAGEMENT**

2021 OFMEM	The report has been submitted, reviewed by the field officer and
Compliance	forwarded for approval.
Report	

Councillors are reminded to please forward or cc sent/received email correspondence that is a municipal record to <a href="mail@twpec.ca">councilmail@twpec.ca</a>

### TOWNSHIP OF EDWARDSBURGH CARDINAL

January 24, 2022

Resolution Number: 2022-	Sandary 2	7, 2022		
Moved By:				
Seconded By:	COPY	COPY		
THAT Municipal Council receives the M	lavor's Report as presented			
That Municipal Council receives the W	layor s report as presented.			
□ Carried □ Defeated □ Unanimo	ous			
Mayor:				
RECORDED VOTE REQUESTED BY:				
NAME	YEA	NAY		
Councillor H. Cameron	TEA	INAT		
Councillor S. Dillabough				
Councillor J. Hunter				
Deputy Mayor T. Deschamps				
Mayor P. Sayeau				
TOTAL				
IOIAL				

#### THE CORPORATION OF THE

#### TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2022-

## "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 January 24, 2022 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this bylaw.
- 2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
- 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.

rtead, passed, signed t	and scaled in open oc	dilon tillo 2+ day or c	dildary, 2022.

Clerk

Read, passed, signed and sealed in open Council this 24 day of January, 2022

Mayor