AGENDA
SPECIAL MEETING OF MUNICIPAL COUNCIL

Monday, June 13, 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. **Action and Information Items from Committees**
    a. Vision & Mission Statement
    b. Joint Initiatives Taskforce
    c. Joint Recreation Committee - Draft Terms of Reference
    d. Joint Municipal Drug Strategy
    e. Newport Municipal Drain - Proposal for Tender and Construction Services
    f. County Rd 2 Water/Sewer Project - Geotechnical Studies RFQ Award
5. **Councillor Inquiries or Notices of Motion**
6. **Mayor's Report**
7. **Question Period**
8. **Closed Session**
9. **Confirmation By-law**
10. **Adjournment**

TOWNSHIP OF EDWARDSBURGH CARDINAL

June 13, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS Municipal Council adopted the principles of the Vision Statement and Mission Statement during the Tri-Council (Augusta, Edwardsburgh Cardinal and Prescott) meeting held on May 30, 2022;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal reaffirms the adoption of the Vision Statement and Mission Statement.

AND FURTHER THAT the Vision Statement and Mission Statement be adapted to include the Township of Edwardsburgh Cardinal.

AND FURTHER THAT a copy of this resolution be forwarded to the Township of Augusta and the Town of Prescott.

☐ **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		

ADOPTED A VISION AND MISSION STATEMENT FOR JOINT INITIATIVES

Vision Statement:

The Town of Prescott and the Township of Augusta are forward-thinking communities with individually unique opportunities that collaborate on common initiatives to sustain a robust regional economy and an environment of healthy residents, a high quality of life, and a positive future for all generations and walks of life.

Mission Statement:

Through mutual respect and collaboration, the Town of Prescott and the Township of Augusta collectively marshal their political, administrative, regional, and local community resources to lead effective initiatives that deliver tangible, sustainable benefits to the economy.

*This could be adapted to include Edwardsburgh Cardinal

Tri-Council Meeting

Letter of Intent Focused Discussion

MAY 30, 2022

“We, the undersigned mayors of the Township of Augusta, Township of Edwardsburgh Cardinal, and the Town of Prescott support the guiding principle that all three South Grenville municipalities need to work together for the benefit of all of our residents and ratepayers.”

- Mayor Malanka
- Mayor Sayeau
- Mayor Todd

"Action will be immediately taken to bring the above as a proposal to all three municipal councils to establish that we are formally working in unison. The process will begin with an invitation to Edwardsburgh-Cardinal to join discussions already being held between Augusta and Prescott, to bring all three municipalities into a closer relationship that reflects the shared bonds of all three communities."

- Economic Development
- Housing planning and development activities to secure more residential growth
- Water and Sewer servicing, including maintaining and improving any and all existing agreements
- Operational matters however feasible and desirable to share equipment and facilities and lower costs
- Physician recruitment efforts to help bring more family doctors and other medical professionals to serve all three municipalities
- Community and recreational programming and planning
- Municipal Drug Strategy

Possible Next Steps

- The Township of Augusta and the Town of Prescott have established a joint initiatives taskforce that meets periodically to discuss opportunities and measure progress on collaboration between the municipalities
  - Taskforce consists of the Mayor, Deputy Mayor or designated member of Council, and the Chief Administrative Officer for each municipality.
  - Other members of staff are called on as required.
- Identification of specific joint initiatives under each of the areas would help to focus in where collaboration can be mutually beneficial

TOWNSHIP OF EDWARDSBURGH CARDINAL

June 13, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council participate in the Joint Initiatives Taskforce formerly established by the Township of Augusta and Town of Prescott to discuss opportunities and measure collaborative progress between the municipalities.

AND FURTHER THAT the Mayor, Deputy Mayor and CAO be the designated representatives on the Joint Initiatives Taskforce.

☐ **Carried** ☐ **Defeated** ☐ **Unanimous**

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

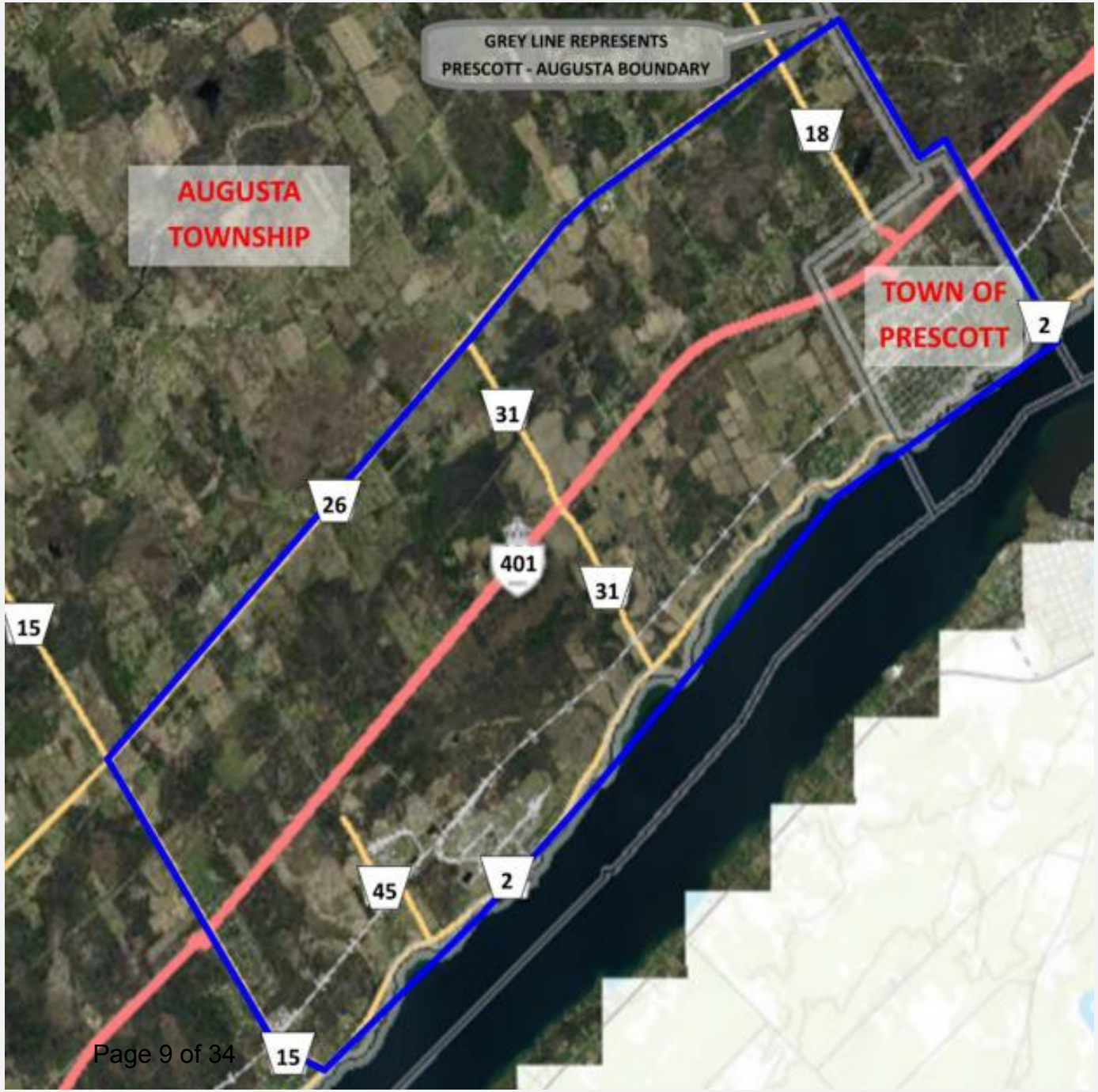
NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

JOINT INITIATIVES TO DATE

May 30, 2022

UNDERTOOK A JOINT LAND DEVELOPMENT NEEDS ANALYSIS

- Included
  - Environmental Scan
  - Review of Relevant Studies and Governing Policies
  - Review of Inventory of Vacant & Underutilized Lands to understand Infill / Expansion Opportunities
  - Review of Current Servicing and Utility Conditions and Capacity
  - SWOT Analysis
  - Stakeholder Interviews and Utility Provider Considerations
  - Literature Review Shared Services & Case Studies
  - Demand Forecasting
  - Development Options
  - Implementation

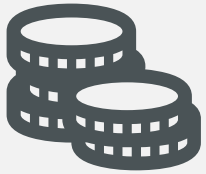


CREATED THREE ECONOMIC DEVELOPMENT STRATEGIES

Township of Augusta Economic Development Strategy

Three Focus Areas:

- Investment Attraction Action Plan
- Business Retention & Expansion Direction and Action Plan
- Tourism / Resident Attraction and Marketing Action Plan



Town of Prescott Economic Development Strategy

Three Focus Areas:

- Keep business top of mind
- Continue Riverwalk revival
- Attract investment, workers, citizens

Joint Economic Development Action Plan

Three Focus Areas:

- Business Retention and Expansion
- Investment Attraction
- Tourism Development and Resident Attraction

ADOPTED A VISION AND MISSION STATEMENT FOR JOINT INITIATIVES

Vision Statement:

The Town of Prescott and the Township of Augusta are forward-thinking communities with individually unique opportunities that collaborate on common initiatives to sustain a robust regional economy and an environment of healthy residents, a high quality of life, and a positive future for all generations and walks of life.

Mission Statement:

Through mutual respect and collaboration, the Town of Prescott and the Township of Augusta collectively marshal their political, administrative, regional, and local community resources to lead effective initiatives that deliver tangible, sustainable benefits to the economy.

*This could be adapted to include Edwardsburgh Cardinal

DEVELOPING A RECREATION AND TOURISM ASSET INVENTORY

- Created an inventory of all tourism and recreational assets found in the municipality
  - Parks & Outdoor Activities
  - Recreation Centre's & Event Space
  - Water Based Activities
  - Cultural and Educational
  - Historical & Heritage
  - Events

*This can easily be expanded to include Edwardsburgh Cardinal

DEVELOPING A RECREATION AND TOURISM ASSET INVENTORY

- Next Steps
  - Continue to add assets to recreation and tourism inventory
  - Collaborate on activities and events between municipalities
    - Creation of a joint Recreation Committee
  - Cross-promote activities and events in the municipalities
  - Create a marketing plan and materials using South Grenville as a micro-region
    - Maps
    - Print Materials
    - Digital Materials
    - Advertising Campaign
    - Dovetail marketing with United Counties Tourism Strategy where appropriate

DEVELOPING A RECREATION AND TOURISM ASSET INVENTORY

Draft Terms of Reference for Joint Recreation Committee

Committee Mandate

- To explore areas of collaboration between the participating municipalities in relation to recreational activities

Committee Membership

- 1 elected Member of Council from each participating municipality who has the responsibility for recreation
- 1 Member of Staff from each participating municipality
- 3 community members from each municipality from recreational organizations

Committee Quorum

- Quorum for the purpose of meetings, will be 50% of the committee members plus 1 member

Committee Resources

- Staff from participating municipalities shall act as a resource to the Committee

Committee Recommendations

- The Joint Recreational Committee will make recommendations that will be brought back to each participating municipality for consideration

CREATING AN AUGUSTA PRESCOTT DEVELOPER PACKAGE

The opportunity for collaboration to market development opportunities to the west and north of Prescott in Augusta Township was identified in the joint economic development recommendations and land needs study.

There are several steps and information that needs to be gathered to help support the creation of a developer package for lands that are west and north of Prescott in Augusta.

Official Plans, Zoning and Development Charges

- Alignment of Augusta Official Plan and United Counties of Leeds and Grenville Official Plan west and north of Prescott to allow for higher density development.
- Amendments to Augusta Zoning Bylaw for areas west of north of Prescott
- Alignment of Prescott Official Plan and Zoning bylaw with areas west and north of Prescott
- Development Charge Study (Augusta), Update (Prescott)

CREATING AN AUGUSTA PRESCOTT DEVELOPER PACKAGE

Water and Wastewater

- Water / Wastewater extension agreement, defining the associated cost to developers both west of Prescott and north of Prescott (EVB could do the technical work)
- Discussion with Newterra and OCWA to understand how other wastewater systems could work in conjunction with the Town's

Utilities

- Discussion with RSL/Hydro One to understand electrical servicing availability
- Discussion with Union Gas / Enbridge to understand natural gas servicing availability
- Discussion with Cogeco on cable servicing availability
- Discussion with Bell on telephone and internet servicing availability

Other Studies

- Discussion with South Nation Conservation to understand if there are any source water protection or other considerations that need to be addressed
- Topographical study of the developable areas to inform road design, water/wastewater obstacles, etc *To be decided as more information becomes available
- Phase 1 Environmental Assessments for the developable areas to inform of any potential environmental concerns from previous uses/developments *To be decided once more information becomes available

*Could take a similar approach to the lands that are east of Prescott in Edwardsburgh Cardinal

CREATING AN AUGUSTA PRESCOTT DEVELOPER PACKAGE

TOWNSHIP OF EDWARDSBURGH CARDINAL

June 13, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council is supportive of the Draft Terms of Reference for the Joint Recreation Committee.

☐ **Carried** ☐ **Defeated** ☐ **Unanimous**

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

June 13, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS in 2016 the Municipal Councils of Augusta, Edwardsburgh Cardinal and Prescott supported and formed a Municipal Drug Strategy group for South Grenville that provided a collaborative forum for the planning and implementation of a local municipal drug strategy; and

WHEREAS during the regular meeting of Municipal Council, held on May 24, 2016, Municipal Council by Resolution No. 2016-195, supported the Municipal Drug Strategy with a $2,500.00 contribution funded by a transfer from the policing reserve; and

WHEREAS a Municipal Drug Strategy is a crucial part of the Community Safety and Wellbeing Plan, which has been adopted by the Municipal Councils of Augusta, Edwardsburgh Cardinal and Prescott.

NOW THEREFORE BE IT RESOLVED THAT Municipal Council is in support of re-establishing the Municipal Drug Strategy Committee and agrees to collaborate with Augusta and Prescott on the initiative.

☐ **Carried** ☐ **Defeated** ☐ **Unanimous**

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM

Committee: Special Council

Date: June 13, 2022

Department: Public Works and Administration

Topic: Newport Municipal Drain – Tender and Contract Services

Purpose: To award tender and construction services for the implementation of proposed work on the Newport Municipal Drain to Robinson Consultants.

Background: At the May 24 Regular Council meeting, Bylaw 2022-29 was passed per Section 58(1) of the Drainage Act. The next steps in the petition drain procedure are tendering and construction of the drain, subject to tendering results and award. Robinson Consultants are considered experts in the area of municipal drains that fall under the Drainage Act. See attached proposal for additional details.

Policy Implications: All expenditures over $50,000.00 require prior Council approval. Purchases can be made through a single source for the engagement of experts on an ad hoc basis sought to provide specific advice to Council. The construction of a new municipal drain would fall under this category.

Financial Considerations: Robinson Consultants estimate the work would not exceed $56,957.50 excluding HST. The work and level of effort was developed based on conformance with typical requirements for the construction of a Municipal Drain. All costs in the proposal are assessable to benefitting owners with the exception of Township and County Right of Way specific items and any in-house staff time. The Township's portion of the costs would be funded by the Township Municipal Drainage Expense which has a budget of $10,000 in the 2022 budget and /or from the Township Municipal Drain Reserve that has a current balance of $15,000.

Recommendation: That Municipal Council award the tender and construction services to Robinson Consultants to implement the proposed work on the Newport Municipal Drain at an upset cost of $56,957.50 excluding non-rebated HST.

_____
CAO

Robinson Consultants

Proposal
Newport Municipal Drain
Tender and Construction Services
Township of Edwardsburgh/Cardinal

Prepared For:

TWP EC .ca

Prepared By:

Robinson Consultants Inc.
Consulting Engineers

Our Project No. 18008
June 2022

Robinson Consultants

June 2, 2022

Township of Edwardsburgh/Cardinal
18 Centre St., P.O Box 129
Spencerville, ON K0E1X0

Attention: **Mr. Dave Grant, CAO**

Reference: **Proposal – Newport Municipal Drain**
Tender and Construction Services
Township of Edwardsburgh/Cardinal
Our Project No. B18008

Dear Sir,

We are enclosing our proposal to provide tender assistance and construction services (contract administration and inspection) for the implementation of proposed work on the Newport Municipal Drain.

Work for this project is split into two (2) components. The first component is the East Branch which is primarily the responsibility of the Township. The second component is the West Branch which is primarily a responsibility of the County of Leeds and Grenville. However, the County work is administered by the Township under the authority of the Ontario Drainage Act, R.S.O. 1990 (Act), as such it requires a (reduced) level of effort and will ultimately be billed to the County.

The extent of work and the level of effort required has been developed in conformance with typical requirements for the construction of a Municipal Drain.

Should you have any questions or concerns, please contact me on my cell at 613-791-1335 or via e-mail at lfranklin@rcii.com.

Yours very truly,

ROBINSON CONSULTANTS INC.

Lorne Franklin, L.E.T., C.E.T, rcca, CISEC
Licensed Drainage Technologist
Drainage Services

LJF: plw

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2.0# UNDERSTANDING OF OBJECTIVES ..... 1#
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4.0# FEES ..... 2#
5.0# CONTRACTUAL ACKNOWLEDGMENT ..... 2#

LIST OF APPENDICES

Appendix A Figure 1.0 Level of Effort and Fee Estimate
Appendix B Terms of Engagement

1.0 INTRODUCTION

This submission has been prepared by Robinson Consultants Inc. to provide tendering assistance and construction services (contract administration and inspection) to the Township of Edwardsburgh/Cardinal for the implementation of the construction of the Newport Municipal Drain.

Construction is to be completed in conformance with the Engineer's Report for the Newport Municipal Drain -- "Engineer's Report For the Construction of the Newport Municipal Drain -- Township of Edwardsburgh/Cardinal", dated November 19, 2021, by Robinson Consultants Inc. and the associated by-law.

2.0 UNDERSTANDING OF OBJECTIVES

TENDER PREPARATION (EAST BRANCH)

- Provide detailed contract specific Special Provisions where necessary to facilitate the proposed work.
- Provide quantities and calculations necessary for the completion of the Schedule of Prices to be incorporated in the Tender Package.
- Prepared Tender documentation in conformance with Township and/or Robinson Consultants Inc. standard tender formats.
- Assist in the posting of the Tender to the municipality's preferred service.
- Review submitted bids and provide a recommendation of Award.

CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)

- The work must be completed between July 15th and October 15th, with an anticipated duration of 6 weeks.
- Arrange and attend a Pre-Construction Meeting with the Contractor and the Township
- Review of Contractor Submissions as required by contract special provisions
- Provide benchmarks and horizontal control for Contractor provided construction layout and/or confirmation of GPS datum alignment.
- Review and approve Contractor submitted Progress Payment Certificates
- Attend Site Meetings (where necessary)
- Provide Construction Inspection on a part-time basis. This is anticipated to accommodate approximately 20 hours per week for a maximum of 6 weeks. To facilitate this work and the level of effort the Township may wish to provide additional inspection services and provide direction on when Robinson Consultants Inc. inspections may be best utilized.
- Provide services for Contract Administration as required by Contract General Conditions and/or Special Provisions.
- Provide a Certificate of Substantial Completion in conformance with contract requirements
- Review and approve the Release of Holdback amounts in conformance with the Construction Act.
- Provide a "Warrantee Period" inspection (approximately Sept. 2023)
- Document any construction deficiencies for correction by the Contractor as determined in the Warrantee Period inspection and provide on-site inspection of corrected deficiencies (approximately Sept. 2023)
- Provide a Certificate of Completion (approximately Oct. 2023)

COUNTY ROAD AUTHORITY

It is anticipated that the County Road Authority will provide most tender, construction administration and inspection services related to the West Branch. However, as this project is completed under the Ontario Drainage Act, R.S.O. 1990 (Act), this portion of the work is officially administered by the Township and requires some input, review and due diligence inspection to satisfy the conditions of the Act.

- Review and provide confirmation that the West Brach outlet design completed by the County is in conformance with the requirements of the Engineer's Report.
- Assist the County in the preparation of specifications (Drain Related)
- Provide assistance for tender questions and addendums (Drain Related)
- Provide limited (due diligence) inspection as required by the Act.
- Attend site meetings (limited/where requested)
- Provide benchmarks and horizontal control for Contractor provided construction layout and/or confirmation of GPS datum alignment.
- Provide a "Warrantee Period" inspection (approximately Sept. 2023)
- Document any construction deficiencies for correction by the Contractor as determined in the Warrantee Period inspection and provide on-site inspection of corrected deficiencies (approximately Sept. 2023)
- Provide a Certificate of Completion (approximately Oct. 2023)

ASSESSMENTS AND OMAFRA CERTIFICATION

- Update Schedule of Assessment with as-completed costs.
- The preparation of OMAFRA Grant Forms is not anticipated to be required as there are no known grant eligible properties.
- Provide certification to OMAFRA that the project is complete and in conformance with the Engineer's Report.

3.0 LEVEL OF EFFORT AND FEE ESTIMATE

The level of effort will be dictated by services requested or required by the municipality and the completeness of any information received. The timing of receipt of information and approvals will largely dictate the schedule. We have provided a proposed Level of Effort and Fee Estimate on **Figure 1** in **Appendix A**.

4.0 FEES

We will bill for our services monthly, using our standard billing rates for this project.

We estimate that the fees for this project should not exceed **$56,957.50** excluding HST for the implementation of tendering and construction services for the construction of the Newport Municipal Drain. The noted amounts include for fees and disbursement for travel costs. If there are any unforeseen costs, we will seek Township of Edwardsburgh/Cardinal approval for additional fees at that time.

5.0 CONTRACTUAL ACKNOWLEDGMENT

Robinson Consultants Inc. is prepared to undertake this project in accordance with this proposal and the Terms of Engagement included in **Appendix B**.

Yours very truly,

ROBINSON CONSULTANTS INC.

Lorne Franklin, L.E.T., C.E.T, rcca, CISEC
Licensed Drainage Technologist
Drainage Services
.

Appendix A

Figure 1.0 Level of Effort and Fee Estimate

Robinson Consultants

LEVEL OF EFFORT

Newport Municipal Drain Tender and Construction Services	RCI STAFF							Total	RCI							Total
	AJR	AJ	LF	DD	CN	FS	SU		$210.00 AJR	$175.00 AJ	$130.00 LF	$115.00 DD	$125.00 CN	$115.00 FS	$95.00 SU	
1. TENDER PREPARATION (EAST BRANCH ONLY)																
Specifications	1	1	8	8	4		1	23.0	$ 210.00	$ 175.00	$ 1,040.00	$ 920.00	$ 500.00		$ 95.00	$ 2,940.00
Quantities and Calculations			4	16				20.0			$ 520.00	$ 1,840.00				$ 2,360.00
Tender Preparation	1	1	8	32				42.0	$ 210.00	$ 175.00	$ 1,040.00	$ 3,680.00				$ 5,105.00
Tender Posting							1	1.0							$ 95.00	$ 95.00
Tender Questions and Addendums			8					8.0			$ 1,040.00					$ 1,040.00
Tender Closing	0.5	0.5	0.5	2				3.5	$ 105.00	$ 87.50	$ 65.00	$ 230.00				$ 487.50
Tender Submission Review and Recommendation	0.5	0.5	4					5.0	$ 105.00	$ 87.50	$ 520.00					$ 712.50
Award								0.0								$ -
2. CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)																
Standard Construction Timing Window (Jul 15 - Oct. 15)								0.0								$ -
Pre-Construction Meeting			6					6.0			$ 780.00					$ 780.00
Review of Contractor Submissions			2	6				8.0			$ 260.00	$ 690.00				$ 950.00
Construction Layout				8		8		16.0				$ 920.00		$ 920.00		$ 1,840.00
Progress Payment Certificates			2	14				16.0			$ 260.00	$ 1,610.00				$ 1,870.00
Site Meetings			16					16.0			$ 2,080.00					$ 2,080.00
Inspection (Part-Time)				120				120.0				$ 13,800.00				$ 13,800.00
Contract Administration			40					40.0			$ 5,200.00					$ 5,200.00
Certificate of Substantial Completion	0.5	0.5	2					3.0	$ 105.00	$ 87.50	$ 260.00					$ 452.50
Release of Holdback			0.5	1.5				2.0			$ 65.00	$ 172.50				$ 237.50
Warrantee Period Inspection (Sept. 2023)			6					6.0			$ 780.00					$ 780.00
Correction of Deficiencies (Sept 2023)			16					16.0			$ 2,080.00					$ 2,080.00
Certificate of Completion (Oct. 2023)	0.5	0.5	2					3.0	$ 105.00	$ 87.50	$ 260.00					$ 452.50
3. COUNTY ROAD AUTHORITY -- TENDER ASSISTANCE, CONTRACT ADMINISTRATION AND INSPECTION (WEST BRANCH)																
Review and confirmation of outlet design	2	6	8					16.0	$ 420.00	$ 1,050.00	$ 1,040.00					$ 2,510.00
Assistance With Specifications (Drain Related)			4	4				8.0			$ 520.00	$ 460.00				$ 980.00
Tender Questions and Addendums (Drain Related)			4					4.0			$ 520.00					$ 520.00
Inspection (Part-Time)			8	24				32.0			$ 1,040.00	$ 2,760.00				$ 3,800.00
Site Meetings			8					8.0			$ 1,040.00					$ 1,040.00
Construction Layout				8		8		16.0				$ 920.00		$ 920.00		$ 1,840.00
Warrantee Period Inspection (Sept. 2023)			4					4.0			$ 520.00					$ 520.00
Certificate of Completion (Oct. 2023)	0.5	0.5	2					3.0	$ 105.00	$ 87.50	$ 260.00					$ 452.50
4. ASSESSMENTS AND OMAFRA CERTIFICATION																
Update Schedule of Assessment (with costs)	0.5	0.5	2	6				9.0	$ 105.00	$ 87.50	$ 260.00	$ 690.00				$ 1,142.50
Preparation of Grant Forms (Not Anticipated)								0.0								$ -
OMAFRA Certification	0.5	0.5	1	1				3.0	$ 105.00	$ 87.50	$ 130.00	$ 115.00				$ 437.50
Questions and Concerns	0.5	0.5	2					3.0	$ 105.00	$ 87.50	$ 260.00					$ 452.50
5. DISBURSEMENTS																
Travel and Expenses																$ 5,700.00
TOTAL	**8**	**12**	**168**	**250.5**	**4**	**16**	**2**	**460.5**	**$ 1,680.00**	**$ 2,100.00**	**$ 21,840.00**	**$ 28,807.50**	**$ 500.00**	**$ 1,840.00**	**$ 190.00**	**$ 56,957.50**
															H.S.T.	**$ 7,404.48**
															TOTAL	**$ 64,361.98**

RCI - Robinson Consultants Inc.

AJR - Andy Robinson, P.Eng
AJ - Angela Jonkman, P. Eng.
LF - Lorne Franklin, L.E.T., C.E.T., rcca, CISEC
DD - Dakota Dumont, E.I.T.
CN - Cody Newton, P.Eng.
FS - Field Staff/Surveying
SU - Support

Summary of Phases

1. TENDER PREPARATION (EAST BRANCH ONLY)	$ 12,740.00
2. CONTRACT ADMINISTRATION AND INSPECTION (EAST BRANCH)	$ 30,522.50
3. COUNTY ROAD AUTHORITY	$ 11,662.50
4. ASSESSMENTS AND OMAFRA CERTIFICATION	$ 2,032.50
5. DISBURSEMENTS	$ 5,700.00
Total	**$ 62,657.50**

June 2022

Appendix B

Terms of Engagement

TERMS OF ENGAGEMENT

GENERAL

The client hereby authorizes Robinson Consultants Inc. (the Consultant), and the Consultant hereby agrees to render the services for the project as specified and defined in the Consultant's Proposal to the client for this project in accordance with the conditions of assignment stated herein. The Consultant may, at its discretion and at any stage, engage sub consultants to perform part of the services.

COMPENSATION

Fees for the services rendered will be in accordance with the Consultant's Proposal, excluding HST that may be levied thereon. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back, deduction or set-off unless the Client has notified the Consultant in writing within ten (10) days of receipt of the invoice of any dispute with the invoice. In such case, the Client is entitled to withhold only the amount in dispute, and both parties shall promptly resolve the dispute as detailed below. Interest on overdue accounts is 18 % per annum (1.5 % per month).

Unless the Consultant's Proposal states otherwise, all expenses incurred as part of the Services shall be reimbursed at cost plus five per cent (5 %).

All quotes for fees for the Services are estimates only and may be exceeded provided the Consultant advises the Client in advance and has received the consent of the Client.

If the Consultant is required to perform additional work or change the Services for reasons beyond its control, or by the request of the Client, the Consultant shall be compensated for such additional work or changes in accordance with the Consultant's Proposal or, if the Consultant's Proposal is silent on that issue, then on a basis to be determined and agreed to by both parties at that time.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

DATA AND INFORMATION

The Client shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information that are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Client or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to the Consultant by the Client. The Consultant shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

The Consultant agrees to maintain the confidentiality of information provided by the Client that is marked as confidential and shall not disclose same to any person other than to its sub consultants and those who actually need to know, unless such information is already in the public domain or is required to be disclosed by law. The Client acknowledges and agrees that the Proposal contains highly valuable, sensitive and confidential information (such as its fees, trade secrets or patented methodologies), and agrees to maintain the confidentiality of same, except as may be required to be disclosed by law. Notwithstanding any prevailing laws that may allow disclosure of the Consultant's confidential information, the Client agrees to notify the Consultant in advance of such disclosure.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination.

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ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater unless evaluation of pollution is expressly indicated in the proposal. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY

The Consultants shall not be responsible for:

(a) the failure of a Contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
(b) the design of, or defects in, equipment supplied or provided by the Client, its Contractor or other third parties or Consultants retained by the Client, for incorporation into the Project;
(c) any cross-contamination resulting from subsurface investigations;
(d) any damage to subsurface structures and utilities which were identified and located by the Client;
(e) any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
(f) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
(g) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
(h) the negligence of third parties or other consultants who may be retained by the Client;
(i) cost estimates provided by the Consultant for the cost of work of any other party, the accuracy of which cannot be guaranteed;
(j) use by third parties who rely upon or make decisions based upon the Services.

The total amount of all claims the Client may have against the Consultants under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available at the time such claims are made.

No claim may be brought against the Consultant in contract or tort beyond the limitation prescribed by law in Ontario or, where permitted by law no more than two (2) years after the Services were completed or terminated under this engagement.

DOCUMENTS

All documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing a qualified certification for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structural non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of an accredited arbitration centre nearest the location of the Project, which has an expertise in reviewing the dispute in a reasonable time, or by an arbitrator appointed by agreement of the parties. Neither the mediator nor the arbitrator, if appointed, shall in any way be financially interested in the Project or the business of the parties.

TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM

Committee: Special Council

Date: June 13, 2022

Department: Operations

Topic: County Rd. 2 Project – Additional Geotechnical Studies

Purpose: To award the additional studies for the County Rd 2 water/sewer project in Cardinal to SNC Lavalin.

Background: To finalize the design of the County Road 2 water/sewer project a geotechnical study and an excess soil management report is required. This work will keep the project on target to complete the design and tender documents to issue later this fall. On April 25, 2022, Resolution No. 2022-145, Council authorized staff to proceed with an RFQ to have additional work completed. An RFQ was prepared and issued by Jewell Engineering with the following results:

Geotechnical Consultant Bid Submissions

	Gemtech	McIntosh Perry	SNC Lavalin
Part 1: Geotechnical Investigation and Report	$32,000.00	$22,397.00	$20,236.50
Part 2a: Excess Soil Management Plan Report	$32,000.00	$23,750.00	$17,847.50
Part 2b: Receiving Site Characterization Report	$3,500.00	$2,300.00	$1,100.00
Part 3: Industrial Siding Crossing Geotechnical Investigation and Report	$17,900.00	$11,198.00	$16,860.50
Total (not including non-rebated HST)	$85,400.00	$59,645.00	$56,044.50

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

Financial Considerations: This is an unbudgeted item in the 2022 budget. Jewell Engineering estimated the cost to complete the additional work at $55,000.00. Costs could be funded through a transfer from the Cardinal Water Reserve Fund. The current balance in the Cardinal Water Reserve Fund as of June 1, 2022 is $910,605.00.

Recommendation: That Municipal Council award the Geotechnical Studies RFQ to SNC Lavalin for $56,044.50 plus non-rebated HST to have the additional work completed in order to finalize the design engineering for the County Rd 2 water/sewer project in Cardinal and; authorize the transfer of the required funds from the Cardinal Water Reserve Fund to finance the additional work.

Director of Operations

Treasurer

CAO

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 June 13, 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 by-law.

2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.

3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 13 day of June, 2022.

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Mayor **Clerk**