



AGENDA
COMBINED COMMITTEE OF THE WHOLE
ADMINISTRATION & FINANCE
PUBLIC WORKS, ENVIRONMENTAL SERVICES & FACILITIES

Monday, August 8, 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 – Chair, Mayor Sayeau & Councillor Cameron**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Business Arising from Previous Committee of the Whole Meeting Minutes (if any)**
- 5. Delegations and Presentations**
- 6. Discussion Items**
 - a. Youth Citizen of the Year Criteria
 - b. Tri-Council Health Care Recruitment Recommendation
 - c. Tri-Council Cross Promotion of Recreation Assets & Tourism Events (Website) Recommendation
- 7. Action/Information Items**
 - a. 2022 Rail Safety Week Proclamation
 - b. Municipal Election - Joint Compliance Audit Committee
 - c. Escribe Subscription Renewal Agreement
 - d. Amendments to Building Permit Fee Schedule
 - e. SNC Property Maintenance - The Healing Place
 - f. Consolidated Linear ECA
 - g. Request to Stop Up, Close & Convey Road Allowance - Glock/Barkley
 - h. Spencerville Drainage Project Update
- 8. Councillor Inquiries/Notices of Motion**

9. Mayor's Report
10. Question Period
11. Closed Session
 - a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Personnel Policy Grid and Minutes of Closed Session dated July 11, 2022
12. Report Out of Closed Session
13. Adjournment

MINUTES
COMMITTEE OF THE WHOLE
ADMINISTRATION & FINANCE

Monday, July 11, 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

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

1. Call to Order – Chair, Mayor Sayeau

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

2. Approval of Agenda

Moved by: H. Cameron

Seconded by: J. Hunter

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

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

None.

5. Delegations and Presentations

None.

6. Discussion Items

a. Youth Citizen of the Year

Committee discussed the concept of incorporating new categories for the citizen of the year award, specifically elementary and secondary youth. Committee debated if the Township should incorporate additional awards due to many organizations, service clubs, team sports and schools already recognizing the local youth achievements. Members debated if both elementary and secondary age groups should be included, noting that youth within the secondary school group may be recognized for community involvement and volunteerism that is not captured through school awards.

There was a brief discussion about the timeframe for nominations and awards due to the upcoming municipal election. It was noted that traditionally the nomination period and award(s) timeframe is moved forward to allow for the current term council to recognize the individual(s). There was consensus from Committee to incorporate a youth citizen of the year award for secondary students in the 12-17 age range.

b. Bill Thake Economic Development Leadership Award

Committee discussed the Bill Thake Economic Development Leadership Award which is awarded annually during the UCLG Economic Development Summit. There was a general discussion on previously nominated and awarded Township residents and if the nominations are typically generated by a citizen/organization and then endorsed by the Township Council. It was noted that if members wished to discuss the nomination of specific individual(s) a closed session could be arranged in the future.

c. International Plowing Match Participation

Committee discussed the Township's level of participation in the upcoming International Plowing Match in North Grenville. It was noted that the Port of Johnstown has reserved a 10 by 10 space, however, due to harvest season, it will be difficult to ensure that there is consistent staff presence. Committee suggested that the Township also reserve a 10 by 10 space directly beside the Port's for a joint booth. It was noted that the Township has committed equipment for the touch a truck display being organized through the UCLG. Additionally, the Township intends to incorporate brochures from local businesses along with Township display aids. There was a brief discussion on the limited staff availability and amount of time the township would need to dedicate to man the booth.

There was consensus from Committee that the Township reserve a 10 by 10 space directly beside the Port of Johnstown.

7. Action/Information Items

a. Councillor Cameron Motion - Cardinal Dog Park

Committee reviewed the proposed Council motion and discussed whether a small and large dog park area is necessary versus one dog park. Members highlighted the need for additional parking in the area for the arena and proposed dog park. Committee discussed accessibility to a water source for individuals to fill their bottle or dog bowl. It was noted that many dog owners will not use a communal park bowl due to risk of viruses. Members suggested that outside water sources may be available on nearby Township facilities.

Committee discussed the proposed location and impact to the Township for additional maintenance requirements. Members indicated that if a dog park is approved, then additional parking will be a priority. There was a brief discussion on how the proposed project may be funded through the Cardinal Hydro Reserve, which currently has approximately \$160,000.00. It was noted that approximately \$43,500.00 has been dedicated to the Cardinal pool filter project. Members noted that the Cardinal Hydro Reserve fund may be better suited to help offset the upcoming costs associated with the Cardinal County Rd 2 water and wastewater rehabilitation project.

Moved by: H. Cameron

Seconded by: T. Deschamps

WHEREAS the residents have expressed an interest and there is an apparent need of a large dog and small dog fenced area for the off leash controlled exercise of dogs in the village of Cardinal and

WHEREAS the unused grassed-over area, also known as the second unused ball diamond, between the existing tennis courts and the ball diamond nearest to the firehall is well suited for the location of a Dog Park as some fencing is already in place and the area is large enough to exercise both large and small dogs in separate enclosures if deemed necessary; and

WHEREAS with proper signage in place all dog control and cleanup will remain the responsibility of the dog owner; and

WHEREAS it is proposed that the costs to construct the necessary fencing and signage as well as some future repairs could be paid - for from the Rideau St. Lawrence Hydro Fund which would eliminate any initial cost to the taxpayer; and

WHEREAS access to water infrastructure is nearby if needed.

THEREFORE BE IT RESOLVED THAT Council hereby directs staff to prepare plans for a modest small dog and large dog off leash dog park, of similar size and layout to the one in Morrisburg Ontario, and to bring back

to committee, no later than the September ADMIN-FINANCE Committee meeting a full report on the construction details and costs.

	Yea	Nay
P. Sayeau	X	
T. Deschamps	X	
H. Cameron	X	
S. Dillabough		X
J. Hunter		X
Results	3	2

Carried (3 to 2)

- b. Mayor Sayeau Motion - Tri-Council Meeting - Recreation & Tourism Assets - New Website

Committee reviewed and discussed the proposed motion, noting concerns of creating a new website, intent of the motion, and impact to the Tri-Council meetings. Members noted that the three municipalities are trying to collaborate to promote various services and municipal assets in the area for the betterment of the communities. The Township's current website and possible new separate website were discussed, specifically regarding accessibility features, website consistency, ease of access for the public, additional costs and staff time to develop and maintain another website, possibility of creating sharable links to each municipal website, and risks associated with naming the possible website "South Grenville" recreation and tourism assets.

It was noted that the staff of all three municipalities have compiled a fulsome list of assets for the recreation and tourism inventory that could be organized within a central database. It was noted that municipal staff can work together to determine possible options, as suggested during the June Tri-Council meeting.

- c. 2nd Quarter Building Report

Committee reviewed the report and inquired about the decreased number of residential building permits. It was noted that impacts to the supply chain, along with labour and material shortages has contributed to the reduced number of new residential homes being built this year.

Committee noted that most building project values and permits are lower compared to 2021. It was noted that the Township has a reserve fund to

draw from if insufficient revenue is received throughout the year to offset the departmental costs.

d. 2nd Quarter Bylaw Report

Committee reviewed the report and discussed if the Bylaw Enforcement Officer is taking a proactive or reactive approach when addressing parking violations. There was a general discussion on the number of cases awaiting court and the delays over the past two years due to COVID restrictions.

e. 2nd Quarter Treasury and Reserve Fund Report

Committee reviewed the reports and noted the impact to the Township based on interest rates for various long term debt items.

f. 2nd Quarter Budget Variance Report

Committee reviewed the report and highlighted operational variances due to the higher fuel prices compared to the 2021 year to date values.

g. 2nd Quarter Council Remuneration Report

Committee reviewed the report.

h. Reserve Fund Investing Options

Committee reviewed the report and it was noted that by utilizing an IO construction loan, the Township will be able to maintain a continuous cash flow within the general bank account. This will result in no impact to the working funds.

Moved by: T. Deschamps

Seconded by: H. Cameron

That Committee recommends that Council direct the Treasurer to invest \$ 2,500,000 into a one (1) year non-redeemable GIC with Scotiabank at a rate of 4.40% or better if available.

Carried

i. Procedural Bylaw - Inaugural Meeting Update & Electronic Participation

Committee reviewed the suggested updates to the inaugural meeting to reflect changes in the Municipal Act. Committee debated if Council should remove, make permanent, or extend sections 107 and 108 of the procedural bylaw beyond the July 31, 2022 expiry date, which permits Members of Council to participate electronically. Committee discussed how Council can control and prevent misuse of the electronic participation clauses. Members discussed a timeframe for a possible extension. There was a brief discussion on how sections 107 and 108 would be addressed if Council decides to let bylaw 2022-03 expire at the end of July, without

providing a bylaw to remove or extend the specific sections for electronic participation.

Clarification was sought on section 102, which sets the minimum standard for meeting notice to the public. It was noted that the minimum standard is to advertise on the Township website, while staff also include advertising in a local newspaper and social media when time permits.

Moved by: S. Dillabough

Seconded by: J. Hunter

That Committee recommends that Council adopt the updated procedural bylaw as attached with sections 107 and 108 removed.

Carried

j. Borrowing Bylaw

Committee reviewed the report and noted that the Township can access temporary construction financing and take advantage of preferred interest opportunities offered by the OILC program.

Moved by: J. Hunter

Seconded by: H. Cameron

That Committee recommends Council directs staff to draft a borrowing bylaw for a construction loan from OILC to fund the 2022 storm water management projects.

Carried

k. Cormorant Control Activities

Committee reviewed the report and highlighted and commended the work being done by trapper, Mr. Courtney, to assist in controlling the cormorant population along the waterfront of Edwardsburgh Cardinal. There was a brief discussion on the redacted portions of the report respecting the number of birds harassed.

l. GGI Water Agreement

Committee discussed the changes to the agreement and the reasons for the increase in costs. It was noted that there will be a 50/50 cost sharing for any additional costs above the estimated capital work. Committee highlighted that the upgrades to the system will result in increased water capacity for both Greenfield and the Township.

Moved by: J. Hunter

Seconded by: H. Cameron

That Committee recommend that Council approve and authorize the Mayor and Clerk to execute the updated amendment to the design, build, finance, operate and maintain agreement with Greenfield Global Inc.

Carried

m. Request - New Street Lights in Township - Charlotte St.

Committee discussed various options to install streetlight(s) on Charlotte St. Committee debated the number and location of streetlight(s), suggestions that long arm light mounts may be possible on poles number 42, 57 and/or 67. Members suggested that if a long arm light mount could be installed on existing pole(s) it may reduce the cost of installing new poles dedicated for street lighting. Committee discussed the 2022 budget allocation, current streetlight policy, staff report and recommendation, impact to potential other areas needing lighting, and future budgets cycles.

Moved by: S. Dillabough

Seconded by: T. Deschamps

That Committee recommends that Council erect 1 long arm streetlight on the existing pole #57, at a cost not to exceed \$3,000.00 on Charlotte St in 2022, and direct staff to plan to install additional streetlights in 2023.

Carried

8. Councillor Inquiries/Notices of Motion

Councillor Dillabough noted concerns raised from residents in New Wexford on the traffic speed along County Rd 2. There was a brief discussion on preventative measures in place, reporting to the OPP, and radar reports.

Councillor Dillabough requested that the large COVID signage be removed.

9. Mayor's Report

Mayor Sayeau reported the following:

- Preventative measures to protect trumpeter swans near Glen Smail Rd.
- Deadline date to respond to the blue box transition for providing curbside collection services.
- Rideau St. Lawrence annual general meeting taking place in Westport on August 19.
- Mr. Clayton Jones, CREWS, will be supplying a train engine near the Cardinal Library as a learning exhibit.
- Mr. Mallin will be preparing a kids astronomy program for the Cardinal Library.

- Recognized that two local youth were selected during the NHL draft

10. Question Period

The following questions/comments were raised:

- Additional streetlights on Charlotte St following new term of council

11. Closed Session

Moved by: J. Hunter

Seconded by: T. Deschamps

That Committee proceeds into closed session at 9:05 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: Personnel Policy Grid, Public Works, Building, Bylaw, Johnstown Motel and Minutes of Closed Session dated May 9, 2022
- Section 239(2)(e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Specifically: Insurance Claim

Carried

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Personnel Policy Grid, Public Works, Building, Bylaw, Johnstown Motel and Minutes of Closed Session dated May 9, 2022
- b. Section 239(2)(e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Specifically: Insurance Claim

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 10:28 p.m.

Carried

12. Report Out of Closed Session

Committee met in closed session with the CAO to discuss the personnel policy grid, Public Works, Building, Bylaw, Johnstown Motel and an insurance claim. No direction was given to the CAO. Council to meet with the Township solicitor on a matter during a special meeting on July 18, 2022.

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

That Committee receives and approves the closed session minutes dated May 9, 2022.

Carried

13. Adjournment

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

That Committee does now adjourn at 10:29 p.m.

Carried

Chair

Clerk

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

Monday, July 18, 2022, 6:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

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

REGRETS: John Bush, Advisory Member

STAFF: Rebecca Williams, Clerk
Melanie Stubbs, Treasurer
Gord Shaw, Director of Operations
Mike Spencer, Manager of Parks, Recreation & Facilities
Brian Moore, Fire Chief
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Councillor Cameron

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

2. Approval of Agenda

The Chair made note of a small error in printing and highlighted the updated agenda cover to accurately reflect the agenda order.

Moved by: M. Packwood

Seconded by: Councillor Hunter

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 pickleball participation. It was noted that attendance had decreased to 15 people over the 3 available nights.

Committee requested an update about the progress of implementing additional safety measures along Hands Road. It was noted that the brush clearing had been completed with the intention to install the crosswalk and relevant signage soon. It was noted that explosive zone signage was determined not to be required for this site.

5. Delegations and Presentations

None.

6. Discussion Items

None.

7. Action/Information Items

a. 2nd Quarter Fire Report

Committee reviewed the report and clarified that all residents, including farmers, are required to purchase a permit to burn.

Members discussed the Ministry of Transportation of Ontario's (MTO) views regarding unpaid service calls and sought clarification of the allocation of burn permit revenues.

b. 2nd Quarter Facility Maintenance Report

Committee reviewed the report and discussed canteen washroom maintenance, transfer station fence maintenance, minor facility repairs and the disposal process for library books. Members suggested a weed spray to control foliage intertwining the transfer station fence. It was noted that additional research would be required to determine if weed spraying is permitted near the transfer station to ensure compliance is maintained.

c. 2nd Quarter Recreation Facilities Stats Report

Committee reviewed the report and discussed the ownership of the front ball diamond in Spencerville, upkeep of the Township flower baskets, summer camp programs and the popularity of Township amenities.

Members discussed the process of reserving a Township amenity such as the Cardinal Picnic Pavilion. There was a brief discussion about the current process to display the reservation confirmation.

Committee verified that all of the free swimming lessons donated by Ingredion Inc. and Greenfield Global Inc. had been fully allocated.

Members inquired about the Recreation Coordinator recruitment process. It was noted that the intention was to have the job advertisement up by the first week of August and candidate selection completed by October.

d. 2nd Quarter Operations Report

Members noted positive feedback from residents on CoCo Paving Inc., the contractor tendered for the Spencerville Drainage project. There was one concern raised regarding a resident's refusal to move a trailer off of a road allowance to permit the contractor access to the property.

Committee discussed the completion of the John St/New St. project, highlighting a rough spot in the transition area. There was a brief discussion on project administration and monitoring.

e. 2022 DWQMS 3rd Party Audit Report

Committee reviewed the report and highlighted that the comments provided by the auditor were suggested opportunities for improvement and not a requirement.

f. Spencerville Lagoon Sluice Gate Valve Replacement

Committee reviewed the report and inquired if postponing the valve replacement was prudent. It was noted that replacement of the valve was a time-sensitive issue that had to be performed at a certain time of year due to water levels.

Members discussed discharge events, the timeframe to change the valve and the termination of the Aqua Drain contract.

Moved by: Mayor Sayeau

Seconded by: Councillor Hunter

That Committee recommends that Council direct staff to terminate the Spencerville splitter box relining contract with Aqua Drain and reallocate the \$23,000.00 budget toward the lagoon's south cell sluice gate valve replacement.

Carried

g. Armstrong Road Surface Remediation

Committee reviewed the report and discussed the original road resurfacing date, reasons for road deterioration and the average lifespan of a surface-treated road. The repetitive use of large agricultural equipment and lack of a solid base and drainage uses were identified as the most likely contributors to the deterioration of the road.

It was noted that option 1, while not the most desirable, would allow grading of the road and subsequently improved plowing conditions in the

winter. Members discussed the life expectancy of a surface-treated road, the long-term plan for the road, consultation with property owners and the pulverizing process. Members requested clarification on the pulverizing process and if the intent is to return the pulverized material to the road surface. Members inquired when Rock St. was completed to gauge if/when it will need to be replaced.

Moved by: Mayor Sayeau

Seconded by: M. Packwood

That Committee recommends that Council direct staff to undertake Option 1 - Pulverize Armstrong Road surface back to gravel at an upset limit of \$17,100.00 and fund the work through the Public Works Reserve.

Carried

h. Cedar Grove Rd Surface Remediation

Committee reviewed the report and discussed tolerance of the options to withstand increased traffic, the need for subsurface testing, and the distance \$70,000 of asphalt would cover.

Moved by: M. Packwood

Seconded by: Councillor Hunter

That Committee recommends that Council direct staff to undertake Option 1 – Pad and Pave improvements to the surface of Cedar Grove Road, starting at the boundary of Augusta Township heading east toward Fraser Road, to an upset limit of \$70,000.00.

Carried

8. Councillor Inquiries/Notices of Motion

Councillor Dillabough noted resident complaints received about the curbside collection performed by HGC Ltd and inquired what the process was for residents to report a concern. It was noted that HGC Ltd. customer service number was provided as the main customer service contact. Several factors were highlighted as contributing to the route adjustment such as personnel changes, mechanical issues and a general learning curve of the route. Members noted a less consistent curbside collection schedule with the new contractor versus the previous one.

9. Mayor's Report

None.

10. Question Period

The following questions/comments were raised:

- Discussion regarding the durability of pulverized roads, surface treatments and factors contributing to the condition of Armstrong Road.

11. Closed Session

None.

12. Adjournment

Moved by: M. Packwood

Seconded by: Councillor Dillabough

That Committee does now adjourn at 8:23 p.m.

Carried

Chair

Deputy Clerk



TOWNSHIP OF EDWARDSBURGH CARDINAL DISCUSSION ITEM

Committee: Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities

Date: August 8, 2022

Department: Administration

Topic: Youth Citizen of the Year Criteria

Background: During the July 11th meeting, Committee discussed the concept of incorporating new categories for the citizen of the year award, specifically elementary and secondary (youth). There was consensus of Committee to incorporate a citizen of the year award for secondary school youth in the 12-17 age range.

Staff have reviewed and prepared possible criteria for the youth citizen of the year award as outlined below.

Possible criteria for nomination:

- Youth ages 12-17 that are making a positive impact in their communities
- Contribute both their time and energy to making improvements/well-being of the Township.
- Community service contributions may be related to recreation, the arts, education, humanities, community services, medical, business, or commerce fields
- Demonstrates leadership, innovation, or creativity
- Only individuals are eligible, not groups
- Nominee must be a resident of the Township of Edwardsburgh Cardinal
- More than one person or group may nominate the same individual
- Nominations will be reviewed by Council and their decision will be final

Due to the election cycle and the current term of council ending on November 14, the nomination period for both the youth and regular citizen of the year award would be expedited to allow the current council to recognize the citizens. As such, the nomination period would be open toward the end of August and close by September 30.

A handwritten signature in cursive script, appearing to read 'R. Williamson'.

Clerk

A handwritten signature in cursive script, appearing to read 'D. S. C.' or similar.

CAO

TRI-COUNCIL MOTION

Moved By: B. Todd

Seconded By: G. Shankar

THAT the Tri-Council endorse the creation of a steering committee for physician recruitment efforts and to refer discussions back to each municipal council.

☐ Carried ☐ Defeated ☐ Unanimous

TRI-COUNCIL MOTION

Moved By: L. Burton

Seconded By: T. Deschamps

THAT the Tri-Council endorse the creation of a Tri Municipal website and to refer back to each municipal council for further discussion.

☐ Carried ☐ Defeated ☐ Unanimous

TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM

Committee: Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities

Date: August 8, 2022

Department: Administration

Topic: Proclamation – Rail Safety Week

Background: The Township received a request from CN Rail for the Township to proclaim September 19 to 25, 2022 as Rail Safety Week in Edwardsburgh Cardinal. Rail Safety Week is being held across Canada, the United States and Mexico to raise the public's awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage.

Staff have prepared and attached the proclamation certificate to be signed by the Mayor. The proclamation will be posted to the Township website and sent to the CN representative.

Policy Implications: The proclamation request complies with the Township's Proclamation Policy. Rail Safety Week, through the proclamation, may assist in increasing public awareness of the severity of ignoring the rail companies safety warnings.

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



Clerk



PROCLAMATION

Rail Safety Week

September 19th to 25th, 2022

WHEREAS Rail Safety Week is to be held across Canada, the United States and Mexico from September 19 to 25, 2022; and

WHEREAS it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens; and

WHEREAS Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness; and

WHEREAS CN has requested that the Township of Edwardsburgh Cardinal support CN's ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our own municipality;

NOW THEREFORE BE IT RESOLVED THAT the Township of Edwardsburgh Cardinal proclaims the week of September 19th to 25th, 2022 to be Rail Safety Week in Edwardsburgh Cardinal.

Mayor Sayeau

TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities

Date: August 8, 2022

Department: Administration

Topic: Joint Compliance Audit Committee Appointment

Purpose: To recommend appointment of a Joint Compliance Audit Committee in accordance with the Municipal Elections Act.

Background: In 2010, the appointment of a Compliance Audit Committee was made mandatory through changes to the *Municipal Elections Act*. The Committee is responsible for reviewing and making decisions on applications for municipal election campaign finance compliance audits by electors and on reports from the participating clerks with respect to apparent contraventions of contribution limits. Ideal candidates are familiar with legal and financial requirements of municipal election candidates and registered third party advertisers.

Members of the Committee shall serve the same term of office as the Council that takes office following a regular municipal election. Each new Committee shall be appointed before October 1st of an election year.

An elector, who is entitled to vote in an election and believes on reasonable grounds that a candidate or a registered third party has contravened a provision of the Municipal Elections Act relating to election campaign finances, may apply for a compliance audit of the candidate's or the registered third party's campaign finances. The Clerk shall also submit requests for review with respect to any contributor who appears to have contravened any of the contribution limits to a candidate's election campaign or to a registered third party's election campaign.

The Clerks of Leeds and Grenville support a continued joint approach to pool resources and to ensure qualified appointees and a single Joint Compliance Audit Committee has been appointed by all municipalities in Leeds and Grenville since 2010. Advertising for members has been completed and qualified individuals selected. To streamline efforts in administering required Compliance Audit Committee meetings, local Clerks have selected the County Clerk to act as the secretary for the Committee.

Policy Implications: The appointment of a Compliance Audit Committee is required by the *Municipal Elections Act*.

Financial Considerations: Appointed members in good standing will be provided a \$100 annual honorarium. This cost will be shared amongst all participating municipalities. Additional compensation may be provided to members if called upon, depending on the compensation policies of the municipality requiring their services.

Recommendation: That Committee recommends that Council pass a bylaw to appoint the following members to the Compliance Audit Committee for the term of November 15, 2022 to November 14, 2026: Andy Brown, Mel Campbell, John Dickson and Glenn Mackey; and adopt the terms of reference



Clerk



CAO

Joint Leeds & Grenville Election Compliance Audit Committee Terms of Reference

Participating Municipalities

The name of the Committee is the “Joint Leeds & Grenville Election Compliance Audit Committee”. The participating municipalities are as follows:

Township of Athens
Township of Augusta
City of Brockville
Township of Edwardsburgh Cardinal
Township of Elizabethtown-Kitley
Township of Front of Yonge
Town of Gananoque
Township of Leeds and the Thousand Islands
Village of Merrickville-Wolford
Municipality of North Grenville
Town of Prescott
Township of Rideau Lakes
Village of Westport

The Clerk of the United Counties of Leeds and Grenville will provide administrative support and act as Secretary to the Compliance Audit Committee. The clerks of the participating municipalities have delegated the authority of administering the duties related to the Compliance Audit Committee to the County Clerk.

Duration

The term of office is from November 15, 2022 to November 14, 2026 to deal with compliance audit applications and participating clerk’s reports arising from the 2022 Municipal Election and any by-election during this term.

Mandate

The powers and functions of the Committee are set out in Sections 88.33 to 88.37 of the Municipal Elections Act, 1996, as amended (included as Appendix “A”). The Committee shall have the authority to:

- a) Grant or reject a compliance audit application received from an eligible elector with respect to apparent election campaign finance contraventions;
- b) Grant or reject a report received from the Clerk with respect to apparent contribution contraventions;
- c) Appoint an auditor to conduct an audit where the application is granted and to receive the results; and
- d) Commence legal proceedings against the candidate or contributor for any apparent contravention.

Membership

The Committee shall be composed of not less than three (3) and not more than seven (7) members. Upon receipt of a compliance audit application or participating clerk's report, the County Clerk, at their discretion, will select three (3) members who will be voting members to consider the complaint. The remaining members will be alternate members. The County Clerk will confirm the committee membership for each compliance audit application or clerk's report received. An alternate member may be used in the following circumstances at the discretion of the County Clerk:

1. A committee member is an eligible elector in the municipality requiring the audit; and/or
2. A committee member is unavailable.

Membership will be comprised of individuals with legal, election administration, public administration, auditing and/or accounting experience, professionals who are required to adhere to codes of standards of their profession and those with in-depth knowledge of the campaign financing rules of the *Municipal Elections Act*, 1996, as amended, and regulations made thereunder.

Pursuant to subsection 88.37(2) of the *Municipal Elections Act*, 1996, as amended, Committee members shall not include:

- (a) employees or officers of the municipality or local board;
- (b) members of the council or local board;
- (c) any persons who are candidates in the election for which the committee is established; or
- (d) any persons who are registered third parties in the municipality in the election for which the committee is established.

Any person who has committed to providing professional accounting advice to any person running for office in any of the participating municipalities shall not be eligible to be appointed to the Committee.

Members will be required to take training, including Accessible Customer Service training, by the Counties as a condition of appointment.

Membership Selection

Notice of recruitment of individuals for the Committee will be posted on the participating municipalities' websites and on the Counties' website. Notice will also be provided in local newspapers. Clerks of the participating municipalities and the County Clerk may also contact and solicit individuals with experience. Applications received after the specified deadline will not be considered.

All applicants will be required to complete an application form outlining their qualifications and experience. The County Clerk and clerks of the participating

municipalities may interview eligible applicants who meet the selection criteria. A list of recommended candidates will be submitted to the council of each participating municipality for consideration.

The selection process will be based upon the following criteria:

- eligibility under the Municipal Elections Act, 1996, as amended;
- demonstrated knowledge and understanding of municipal election campaign financing rules;
- proven analytical and decision-making skills;
- experience working on a committee, task force or similar setting;
- availability and willingness to attend meetings; and
- possession of excellent oral and written communication skills.

Conflict of Interest

The principles of the *Municipal Conflict of Interest Act* apply to this Committee. Should a member of the Committee discover a real or potential conflict of interest exists at any time during the Committee's term of office, the member shall disclose the interest to the County Clerk immediately and shall not proceed to carry out duties related to the Committee where a conflict exists. Failure to adhere to this requirement will result in the individual being removed from the Committee.

Compensation

Voting and Alternate Members will be provided with an annual retainer of \$100.00 at the end of each year of the term. The County Clerk will issue payment to each member in good standing on behalf of participating municipalities. Costs will be divided evenly amongst the participating municipalities.

Members may receive additional compensation (ex. per diem, mileage) depending on compensation by-laws of the participating municipalities.

Chairperson

The Committee will select a chairperson from amongst its members at its first meeting upon receipt of each compliance audit application or Clerk's report.

The Chair is the liaison between the members and the Secretary of the Committee on matters of policy and process.

The Chair shall enforce the observance of order and decorum among the Committee members and those present at all meetings.

When the Chair is absent, the Committee may appoint another member as Acting Chair. While presiding, the Acting Chair shall have all the powers of the Chair.

Funding

The participating municipality requiring the services of the Committee shall be responsible for all associated expenses, in addition to a portion of the annual retainer fee.

Meetings Open to the Public

While meetings of the Committee will be open to the public, Sections 88.33 (5.1), 88.34 (9.1) and 88.36 (6.1) of the *Municipal Elections Act*, 1996, as amended, state the Committee may choose to deliberate in private.

Timing of Meetings

The Clerk of the municipality where the audit is being requested shall forward the application to the County Clerk immediately upon receipt, noting the date and time the application was received. The application shall be provided to the Committee within ten (10) days of its receipt at the local municipality in accordance with Section 88.33 (4) of the *Municipal Elections Act*, 1996, as amended. Upon receipt of an application, the County Clerk will determine the date and time of the first meeting in consultation with the members. Subsequent meetings will be held at the call of the Chair in consultation with the County Clerk.

Committee activity shall be determined primarily by the number and complexity of applications for compliance audits received. The frequency and duration of meetings will be determined by the Committee in consultation with the County Clerk.

Meeting Location

The Committee shall meet at the location determined by the County Clerk.

Meeting Notices, Agendas & Minutes

Reasonable notice of Committee meetings shall be given to the candidate, applicant, contributor and/or registered third party, the Clerk of the municipality where the application was requested, and the public.

The County Clerk shall cause notice of the meeting(s) to be provided a minimum of two (2) business days prior to the date of each meeting. The agendas and minutes of Committee meetings shall be posted on the municipal website of the United Counties of Leeds and Grenville and on the website of the municipality requesting the services of the Compliance Audit Committee.

Minutes of each meeting shall outline the general deliberations and specific actions and recommendations.

The Committee must provide brief written reasons for decisions made regarding acceptance or rejection of the application, and whether legal proceedings will be commenced following receipt of an auditor's report.

These written reasons must be provided to the candidate, County Clerk, Clerk for the municipality where the candidate filed their nomination, applicant, and contributor and/or registered third party.

Quorum

Quorum for meetings shall consist of a simple majority of the members of the Committee selected by the County Clerk upon receipt of the compliance audit application or participating clerk's report.

If no quorum is present thirty (30) minutes after the meeting is scheduled to commence, the County Clerk shall record the names of members present and the meeting shall stand adjourned until the date of the next meeting, as determined by the County Clerk or the Chair, if appointed.

Meeting Attendance

Any member of the Committee who is absent from two (2) consecutive meetings without excusal by the Committee may be removed from the Committee at the discretion of the County Clerk in consultation with the clerks of the participating municipalities.

Motions & Voting

A motion shall only need to be formally moved before the Chair can put the question or a motion can be recorded in the minutes.

Every Member present shall be deemed to vote against the motion if they decline or abstain from voting, unless disqualified from voting by reason of a declared pecuniary interest.

In the case of a tie vote, the motion shall be considered to have been defeated.

The manner of determining the vote on a motion shall be by show of hands.

The Chair shall announce the result of every vote.

Administrative Practices and Procedures

The Terms of Reference constitute the Administrative Practices and Procedures of the Committee. Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.33 to 88.37 of the *Municipal Elections Act*, 1996, as amended.

**Appendix “A” – Sections 88.33 to 88.37 of the Municipal
Elections Act, 1996, as amended
Compliance Audits and Reviews of Contributions**

Compliance audit of candidates’ campaign finances

Application by elector

88.33 (1) An elector who is entitled to vote in an election and believes on reasonable grounds that a candidate has contravened a provision of this Act relating to election campaign finances may apply for a compliance audit of the candidate’s election campaign finances, even if the candidate has not filed a financial statement under section 88.25. 2016, c. 15, s. 63.

Requirements

(2) An application for a compliance audit shall be made to the clerk of the municipality or the secretary of the local board for which the candidate was nominated for office, and it shall be in writing and shall set out the reasons for the elector’s belief. 2016, c. 15, s. 63.

Deadline for applications

(3) The application must be made within 90 days after the latest of the following dates:

1. The filing date under section 88.30.
2. The date the candidate filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30.
3. The candidate’s supplementary filing date, if any, under section 88.30.
4. The date on which the candidate’s extension, if any, under subsection 88.23 (6) expires. 2016, c. 15, s. 63.

Compliance audit committee

(4) Within 10 days after receiving the application, the clerk of the municipality or the secretary of the local board, as the case may be, shall forward the application to the compliance audit committee. 2016, c. 15, s. 63.

Notice of meetings

(5) Reasonable notice of the meetings of the committee under this section shall be given to the candidate, the applicant and the public. 2017, c. 20, Sched. 10, s. 1.

Open meetings

(5.1) The meetings of the committee under this section shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sched. 10, s. 1.

Same

(6) Subsection (5.1) applies despite sections 207 and 208.1 of the *Education Act*. 2017, c. 20, Sched. 10, s. 1.

Decision of committee

(7) Within 30 days after the committee has received the application, the committee shall consider the application and decide whether it should be granted or rejected. 2016, c. 15, s. 63.

Same

(8) The decision of the committee to grant or reject the application, and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

Appeal

(9) The decision of the committee under subsection (7) may be appealed to the Superior Court of Justice within 15 days after the decision is made, and the court may make any decision the committee could have made. 2016, c. 15, s. 63.

Appointment of auditor

(10) If the committee decides under subsection (7) to grant the application, it shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances. 2016, c. 15, s. 63.

Same

(11) Only auditors licensed under the *Public Accounting Act, 2004* or prescribed persons are eligible to be appointed under subsection (10). 2016, c. 15, s. 63.

Duty of auditor

(12) The auditor shall promptly conduct an audit of the candidate's election campaign finances to determine whether he or she has complied with the provisions of this Act relating to election campaign finances and shall prepare a report outlining any apparent contravention by the candidate. 2016, c. 15, s. 63.

Who receives report

(13) The auditor shall submit the report to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

Report to be forwarded to committee

(14) Within 10 days after receiving the report, the clerk of the municipality or the secretary of the local board shall forward the report to the compliance audit committee. 2016, c. 15, s. 63.

Powers of auditor

(15) For the purpose of the audit, the auditor,
(a) is entitled to have access, at all reasonable hours, to all relevant books, papers, documents or things of the candidate and of the municipality or local board; and
(b) has the powers set out in section 33 of the *Public Inquiries Act, 2009* and section 33 applies to the audit. 2016, c. 15, s. 63.

Costs

(16) The municipality or local board shall pay the auditor's costs of performing the audit. 2016, c. 15, s. 63.

Decision

(17) The committee shall consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention. 2016, c. 15, s. 63.

Notice of decision, reasons

(18) The decision of the committee under subsection (17), and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

Immunity

(19) No action or other proceeding for damages shall be instituted against an auditor appointed under subsection (10) for any act done in good faith in the execution or intended execution of the audit or for any alleged neglect or default in its execution in good faith. 2016, c. 15, s. 63.

Saving provision

(20) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to election campaign finances. 2016, c. 15, s. 63.

Section Amendments with date in force (d/m/y)**Review of contributions to candidates**

88.34 (1) The clerk shall review the contributions reported on the financial statements submitted by a candidate under section 88.25 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Report, contributions to candidates for council

(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits under section 88.9 and,
(a) if the contributor's total contributions to a candidate for office on a council appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and
(b) if the contributor's total contributions to two or more candidates for office on the same council appear to exceed the limit under section 88.9, the report shall set out the

contributions made by that contributor to all candidates for office on the same council. 2016, c. 15, s. 64.

Same

(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Same

(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit committee. 2016, c. 15, s. 64.

Report, contributions to candidates for a local board

(5) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a local board who appears to have contravened any of the contribution limits under section 88.9 and, (a) if the contributor's total contributions to a candidate for office on a local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and (b) if the contributor's total contributions to two or more candidates for office on the same local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to all candidates for office on the same local board. 2016, c. 15, s. 64.

Same

(6) The clerk shall prepare a separate report under subsection (5) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Same

(7) The clerk shall forward each report prepared under subsection (5) to the secretary of the local board for which the candidate was nominated for office and, within 10 days after receiving the report, the secretary of the local board shall forward it to the compliance audit committee. 2016, c. 15, s. 64.

Decision of compliance audit committee

(8) Within 30 days after receiving a report under subsection (4) or (7), the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. 2016, c. 15, s. 64.

Notice of meetings

(9) Reasonable notice of the meetings of the committee under subsection (8) shall be given to the contributor, the applicable candidate and the public. 2017, c. 20, Sched. 10, s. 2.

Open meetings

(9.1) The meetings of the committee under subsection (8) shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sched. 10, s. 2.

Same

(10) Subsection (9.1) applies despite sections 207 and 208.1 of the *Education Act*. 2017, c. 20, Sched. 10, s. 2.

Notice of decision, reasons

(11) The decision of the committee under subsection (8), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality or the secretary of the local board, as the case may be. 2016, c. 15, s. 64.

Saving provision

(12) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 64.

Section Amendments with date in force (d/m/y)**Compliance audit of registered third parties****Application by elector**

88.35 (1) An elector who is entitled to vote in an election in a municipality and believes on reasonable grounds that a registered third party who is registered in relation to the election in the municipality has contravened a provision of this Act relating to campaign finances may apply for a compliance audit of the campaign finances of the registered third party in relation to third party advertisements, even if the registered third party has not filed a financial statement under section 88.29. 2016, c. 15, s. 65.

Requirements

(2) An application for a compliance audit shall be made to the clerk of the municipality in which the registered third party was registered, and it shall be made in writing and shall set out the reasons for the elector's belief. 2016, c. 15, s. 65.

Deadline

(3) The application must be made within 90 days after the latest of the following dates:

1. The filing date under section 88.30.
2. The date the registered third party filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30.
3. The supplementary filing date, if any, for the registered third party under section 88.30.
4. The date on which the registered third party's extension, if any, under subsection 88.27 (3) expires. 2016, c. 15, s. 65.

Application of s. 88.33 (4) to (20)

(4) Subsections 88.33 (4) to (20) apply to a compliance audit under this section, with the following modifications:

1. A reference to a candidate shall be read as a reference to the registered third party.
2. A reference to the clerk with whom the candidate filed his or her nomination shall be read as a reference to the clerk of the municipality in which the registered third party is registered.
3. A reference to election campaign finances shall be read as a reference to the campaign finances of the registered third party in relation to third party advertisements that appear during an election in the municipality. 2016, c. 15, s. 65.

Section Amendments with date in force (d/m/y)

Review of contributions to registered third parties

88.36 (1) The clerk shall review the contributions reported on the financial statements submitted by a registered third party under section 88.29 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.13. 2016, c. 15, s. 65.

Report by the clerk

(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30 for a registered third party, the clerk shall prepare a report identifying each contributor to the registered third party who appears to have contravened any of the contribution limits under section 88.13 and,

(a) if the contributor's total contributions to a registered third party that is registered in the municipality appear to exceed the limit under section 88.13, the report shall set out the contributions made by that contributor to the registered third party in relation to third party advertisements; and

(b) if the contributor's total contributions to two or more registered third parties that are registered in the municipality appear to exceed the limit under section 88.13, the report shall set out the contributions made by that contributor to all registered third parties in the municipality in relation to third party advertisements. 2016, c. 15, s. 65.

Same

(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.13. 2016, c. 15, s. 65.

Same

(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit committee. 2016, c. 15, s. 65.

Decision of compliance audit committee

(5) Within 30 days after receiving a report under subsection (4), the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. 2016, c. 15, s. 65.

Notice of meetings

(6) Reasonable notice of the meetings of the committee under subsection (5) shall be given to the contributor, the registered third party and the public. 2017, c. 20, Sched. 10, s. 3.

Open meetings

(6.1) The meetings of the committee under subsection (5) shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sched. 10, s. 3.

Notice of decision, reasons

(7) The decision of the committee under subsection (5), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality. 2016, c. 15, s. 65.

Saving provision

(8) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 65.

Section Amendments with date in force (d/m/y)

Compliance audit committee

88.37 (1) A council or local board shall establish a compliance audit committee before October 1 of an election year for the purposes of this Act. 2016, c. 15, s. 66.

Composition

(2) The committee shall be composed of not fewer than three and not more than seven members and shall not include,

(a) employees or officers of the municipality or local board;

(b) members of the council or local board;

(c) any persons who are candidates in the election for which the committee is established; or

(d) any persons who are registered third parties in the municipality in the election for which the committee is established. 2016, c. 15, s. 66.

Eligibility for appointment

(3) A person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the committee. 2016, c. 15, s. 66.

Same

(4) In appointing persons to the committee, the council or local board shall have regard to the prescribed eligibility criteria. 2016, c. 15, s. 66.

Term of office

(5) The term of office of the committee is the same as the term of office of the council or local board that takes office following the next regular election, and the term of office of

the members of the committee is the same as the term of the committee to which they have been appointed. 2016, c. 15, s. 66.

Role of clerk or secretary

(6) The clerk of the municipality or the secretary of the local board, as the case may be, shall establish administrative practices and procedures for the committee and shall carry out any other duties required under this Act to implement the committee's decisions. 2016, c. 15, s. 66.

Costs

(7) The council or local board, as the case may be, shall pay all costs in relation to the committee's operation and activities. 2016, c. 15, s. 66.

TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities

Date: August 8, 2022

Department: Administration

Topic: Escribe Subscription Renewal Agreement

Purpose: To authorize the Clerk to execute the subscription agreement with eScribe Software Limited for the continued provision of agenda/report meeting management software services.

Background: Since 2019, the Township has been utilizing eScribe software to provide accessible PDF and HTML agendas, minutes, and reports to council and the public. The use of eScribe software has helped to:

- Reduce the administrative overhead in managing logistic and workflow of the agenda and report management preparation;
- Provide a central storehouse for all agenda and report materials;
- Streamline the workflow for reports, agenda, and minutes;
- Make agenda and minute documents accessible to the public;

The agreement will expire on September 25, unless authorization is granted to enter into a renewal agreement for an additional 3 year term with eScribe.

Policy Implications: The subscription agreement with eScribe exceeds the term of Council, therefore, requires authorization from Council by bylaw.

Financial Considerations: This is an annual budgeted item.

The attached agreement includes a 6% increase as a result of inflation, resulting in an additional \$360.00 for the annual services and support. When the Township first implemented the software, it was unknown how much storage would be necessary. As a result, eScribe did not incorporate a data storage fee. With the Township using the system for 3 years, eScribe has been able to monitor the usage and apply a minor fee of \$208.70 per year for the 3 year term.

The overall annual cost will be \$6,568.70 plus non-rebated HST.

Recommendation: That Committee recommends that Council authorize staff to execute the subscription agreement with eScribe Software Limited for a 3 year term.

Handwritten signature of R. Williams in cursive script.

Clerk

Handwritten signature of D. Scott in cursive script.

CAO

Subscription Agreement

This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the ____ day of ____, 2022

BETWEEN:

eScribe Software Ltd. ("eScribe")

- and -

Township of Edwardsburgh/Cardinal ("Customer")

WHEREAS, eScribe (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean all electronic data, including documents, audio and video uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage" refers to the online electronic secure storage of all Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Legacy Data" refers to the ongoing Data Storage of Customer Data from previous Term(s) as set out in Appendix E.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Provincial or Federal privacy legislation.

"Authorized Meeting Types" refers to the meeting types of the Customer authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eScribe's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.

"Use" shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eScribe shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eScribe shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eScribe shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and provincial laws, municipal by-laws, and policies and procedures of the Customer.
- c. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in Canada along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eScribe shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eScribe's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eScribe represents and warrants to and in favour of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eScribe has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eScribe hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eScribe to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eScribe's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eScribe has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights

granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eScribe in respect of the Services, the Documentation or the Implementation Services, or eScribe's right to grant others the right to access and use the Services or the Documentation. Should eScribe become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eScribe will notify the Customer immediately;
 - v. eScribe's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eScribe hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eScribe will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. The Customer acknowledges that this Agreement is not contingent on the delivery of any future functionality or features of the Services.
- i. eScribe shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

Subscription Agreement



- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement. The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by six percent (6%).
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- f. All references to currency are in Canadian Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eScribe,

the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eScribe shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. **Limitation of Liability**

- a. Liability of eScribe under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A, or the value of insurance listed in section 10, whichever is greater. eScribe will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. **Indemnity**

- a. eScribe shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and

economic damages), fees, fines, royalties, liability, and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to eScribe's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eScribe's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eScribe shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eScribe if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. **"Confidential Information"** means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eScribe's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee information and

- records, as they may be disclosed by either party during the Term of this Agreement.
- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
 - c. All Confidential Information shall remain the sole property of the Disclosing Party.
 - d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
 - e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
 - f. eScribe agrees and acknowledges that the Customer may be subject to Provincial or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eScribe acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eScribe agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eScribe will not, other than as required to provide the Software Services, disclose, transfer, sell,

assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eScribe will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eScribe of any employee or person retained or engaged by eScribe in any capacity whatsoever.

10. **Insurance**

- a. eScribe shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in CAD):
 - i. General liability insurance insuring eScribe's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and

- iv. Errors and omissions liability insurance insuring eScribe to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
 - A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defence of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eScribe's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eScribe;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eScribe.

If coverage is to be cancelled or non-renewed for any reason, eScribe shall provide the Customer with ninety (90) day notice of

said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eScribe at eScribe's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eScribe.

- b. eScribe shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eScribe.
- d. eScribe shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eScribe fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eScribe.
- f. eScribe and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eScribe may sustain incidental to or in any way related to eScribe's obligations under this Agreement.

11. **Advertising**

- a. Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eScribe with information and feedback concerning the Service's functional requirements and product definition which eScribe shall consider when formulating the product development roadmap and plans. This co-operative process between eScribe and the Customer does not create any obligation upon eScribe to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eScribe incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: municipalities, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.
- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts

to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.
- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full

Subscription Agreement



force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

Subscription Agreement



The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

Township of Edwardsburgh/Cardinal

Signature

Signature

Adarsh Mantravadi, General Counsel

Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization

Subscription Agreement

Appendix A – Annual Subscription Fees

eScribe Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eScribe Digital Readiness Bundle	Annual	\$ 6,360.00	1	\$6,360.00
Meeting Manager		INCL		
Participant Access		INCL		
Report Manager		INCL		
Internet Publishing		INCL		
Subtotal - Annual Software and Support Fees				\$6,360.00
eScribe Data Storage Usage 20.87GB at \$10.00/GB	Annual	\$ 208.70	1	\$ 208.70

Client Payment Cycle is October-to-September

Subscription Agreement

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eScribe’s helpdesk is available to take live incoming calls, emails and be available to respond to the Customer’s Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eScribe’s helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eScribe’s support desk.
- c. Direct access for Customer Support Contacts to eScribe’s team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer’s responsibility for any Implementation Services fees for any new Services.

Exclusions:

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- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: <https://customerportal.eScribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or

Subscription Agreement

facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to:
 - i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues;
 - ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent;
 - iii) failures related to an accident, disaster or other Force Majeure event;
 - iv) any unauthorized use of the Services;
- c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

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Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

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Appendix D – Authorized Meeting Types

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	

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Appendix E – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third-Party Data Migration, (Appendix F) eScribe will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50

Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third-Party Data Migration Services listed below.

In Scope

- N/A

Out of Scope

- N/A

Assumptions

- N/A

Optional Sections

N/A

Additional Notes

- N/A

Migration Timelines

Data migrations are done as a phase 2 of your onboarding project. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.

Subscription Agreement

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement

Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____, 2022 in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd

Township of Edwardsburgh/Cardinal

Signature

Signature

Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization

TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Combined Committee of the Whole – Administration and Finance - Public Works, Environmental Services and Facilities

Date: August 8, 2022

Department: Building

Topic: Amendments to Building Permit Fee Schedule

Purpose: To review a report and recommend proceeding with the amendments to the building permit fee schedule.

Background:

Small Buildings

In April of 2022 a Ministers Order amended the minimum area of a building not requiring a building permit. The Ontario Building Code was not amended to reflect this. The minimum area for a building went from 10 square meters to 15 square meters. This means that all accessory buildings such as sheds, gazebos, greenhouses etc. are exempt from requiring a demolition permit or building permit, as long as they do not exceed 15 square meters (161 sq. ft.), do not contain plumbing and are no higher than one story and not attached to any other structure.

Most of the small buildings being constructed or installed on a property in this municipality fall within the 15 square meter in area, are generally rural in nature and as a result will not be reviewed to ensure that the location of the building meets certain setbacks required in both the building code and the municipal zoning by law. For example:

- All structures must have a distance separation prescribed in the building code from a septic tank and leaching bed.
- Small buildings without foundations must be tied to the ground with ground anchors at each corner.
- Accessory buildings must be 2 meters from a residence on the same property and 1 meter to a side or rear lot line in an urban area and 3 meters in all other areas.
- Structures along a waterway may require a permit from the Conservation Authority.

Without a building permit or zoning certificate these concerns cannot be easily enforced.

Amendments to Fee Schedule

The fee schedule should be amended to reflect a more reasonable fee value for industrial, commercial and institutional building permits. For example, for the last Quarterly report there were permits issued for construction valued at \$3,173,000.00 with building permit revenues of \$2,330.00.

Staff is proposing that the building permit fee for Industrial, Commercial and Institutional building permits be increased from \$0.40 to \$0.80 a square foot.

Fence Permit

In May of 2022, Council adopted a new Fence bylaw for residential fences. There are a few restrictions within the fence bylaw that should be addressed prior to erecting a residential fence such as the following;

- Residential fences must be a distance of 18" from a sidewalk or road allowance.
- A resident may require a survey by an Ontario Land Surveyor to confirm their lot lines.
- Site lines regulated by the zoning bylaw must be observed on corner lots.

A consultation with the property owner before issuing a fence permit will help to alleviate future lot line disputes regarding the location of a residential fence. A permit fee of \$95 is suggested.

Policy Implications: A public meeting under the Building Code Act is required prior to adopting the proposed amendments to the building permit fee schedule. The new building permit fee schedule would be proposed to take effect January 1, 2023.

Financial Considerations: If the proposed Building Permit Fee schedule is adopted it will provide additional revenue for the building department and provide a mechanism to ensure compliance with the building code and zoning by law.

Recommendation: That the Committee recommends that Council direct staff to hold a public meeting held under the Building Code Act to review the proposed amendments to the Building Permit Fee Schedule and prepare a bylaw following the public meeting.



Chief Building Official



CAO

DRAFT

BUILDING PERMIT FEE, October 1, 2022, By-law 2022-00

	Category	Fee Schedule
1.	Residential construction including extensions and additions, 2 nd and additional floors	Base Fee \$95.00 \$1.30/sq. ft. \$0.85/sq. ft./additional floors
2.	Residential accessory buildings greater than 100 square feet	Base Fee \$95.00 \$0.40/sq. ft.
3.	Residential renovation or repairs	Base Fee \$95.00 \$9.00/\$1000.00 construction value
4.	Commercial/industrial/institutional construction including extensions and additions – 2 nd additional floors	Base Fee \$95.00 Greater of \$0.80/sq. ft. or \$9.00/\$1000.00 of Construction Value. Additional floors \$0.30/sq. ft.
5.	Buildings accessory to Commercial/industrial/institutional	Base Fee \$95.00 \$0.80/sq. ft.
6.	Commercial/Industrial/Institutional renovations/repairs	Base Fee \$95.00 Greater of \$0.80/sq. ft. or \$9.00/\$1000.00 construction value.
7.	Demolition Permit	\$95.00
8.	Farm Buildings	
8a.	Silo (foundation only)	\$0.40/sq. ft.
8b.	Barns/machine sheds	Base Fee \$95.00 \$0.40/sq. ft.
8c.	Manure Pit	Base Fee \$95.00
8d.	Renovations or repairs	Base Fee \$95.00 \$0.40/sq. ft. or \$9.00/\$1000.00 construction value.
9.	Minimum Distance Separation Review	\$50.00
10.	Conditional Permits (full value based on work to be done)	Base Fee \$95.00 \$1.30/sq. ft. residential all other construction categories \$0.40/sq. ft.
11.	Change of Use Permit (no construction), if construction go to #3 or #6	Base Fee \$95.00

12.	To install a solid fuel burning appliance.	\$95.00
13.	Residential Swimming Pool	\$95.00
14.	To install a residential swimming pool with an attached raised exterior deck.	\$95.00 plus \$0.40/sq. ft. of deck.
15.	Transfer of permit	\$95.00
16.	Renewal of permit	\$95.00
17.	Revision of permit	\$95.00
18.	Temporary Use Permit	\$95.00
18a.	Temporary Use Permit (subject to Section 39 of the Planning Act)	Base Fee \$95.00 \$1.30/sq. ft. and the cost of a zoning by law amendment
19.	Solar Panels mounted on a building	\$0.40/sq. ft. of panel surface area plus engineering report on structural adequacy of building
20.	Miscellaneous or Additional Site Inspections	\$95.00
21.	Plumbing Permit	\$95.00
21.	Compliance Certificate (for buildings less than 15 sq. meters)	\$95.00
22	Residential Fence (as per By law 2022-41)	\$95.00
23.	Value based	\$9.00/\$1000.00 (minimum permit fee \$95.00)

Notes:

1. Where an application for a building permit remains incomplete, inactive or is abandoned after the building permit is issued for six (6) months the base fee will be non-refundable. Section 10 Building By-Law 2012-05, as amended.
2. Any person who commences construction, demolition or changes the use of a building or part thereof prior to the issuance of a building shall be subject to an administrative surcharge as stated in Section 28, Additional Fees, of Building By-Law 2012-05, as amended.
3. A performance Bond in the amount of \$500.00 for new residential construction or 2% of construction value to maximum of \$2000.00 is required for most projects with a value over \$5000.00. The deposit is refundable after the Occupancy Permit is issued. Payment may be made by a Certified Cheque, Letter of Credit or Cash.

Committee: Combined Committee of the Whole - AF - PWESF

Date: August 8, 2022

Department: Parks / Recreation & Facilities

Topic: SNC Property Maintenance – The Healing Place

Purpose: To review the SNC contract and to authorize Township staff to continue to cut The Healing Place property for the remainder of the 2022 season.

Background: At a committee of the whole meeting in June, Councilor Hunter inquired if Township staff could help assist the South Nation River Conservation Authority in maintaining the grass cutting at a property in the north end of the Township.

Located at 8040 County Rd 22, The Healing Place is a quiet place where residents can go and help nurture the plants and trees planted by SNC. TWPEC staff met with SNC staff the first week of July to get an idea of the scope of the grass cutting, the property has since been cut twice and staff would recommend that a biweekly cutting is needed on a go forward basis. Historically, the Township does not perform work on private property as it may open the Township up for potential litigation.

SNC has provided the Township with a contract that is attached for the maintenance of the property for the next 5 years at no charge. This was not part of any conversation staff had with SNC.

In 2018 the Township had a 4-year agreement with SNC regarding the Butternut Compensation project. The contract contained costs for SNC to conduct an annual fall assessment and submit an annual report to the Natural Resources. Annually, the Township was charged for 1 ½ days' work and the total cost for the 4 years was \$3,278.71 which included the non-rebated HST.

Options for the maintenance of the property could be as follows:

1. Finish grass cutting the property for the 2022 season as an in-kind donation and then request that SNC maintain the property on their own
2. Sign the maintenance agreement with SNC & do one of the following:
 - a. TWPEC staff cut the property with our equipment (estimated costs is \$200.00 per cut, 12-14 cuts). This could be considered an in-kind donation or could be included in the contract outlining the annual cost that would be billed to SNC.

b. Use the Township Grass Cutting Contractor (estimated cost would be \$ 85.00 per cut), this price could fluctuate from year-to-year dependent on different contractors bidding. This cost could be considered an in-kind donation or could be included in the contract outlining the annual cost that would be billed to SNC.

Policy Implications: If the municipality enters into a 5-year agreement with SNC, a bylaw would have to be drafted as the agreement exceeds the term of council.

Financial Considerations: This was an unplanned additional maintenance activity for the Recreation department in 2022. The estimated equivalent cost if this was to be billed out in the future would be approximately \$200.00 per cut. This cost includes staff time (travel and cutting) and fuel costs (vehicle and mower). SNC could also submit an application for the In-Kind donation program for the coming years annually.

Recommendation: That Committee recommends that Council direct staff to cut the grass at The Healing Place Property for the remainder of this year and then request that SNC coordinate with an independent contractor to maintain the site.

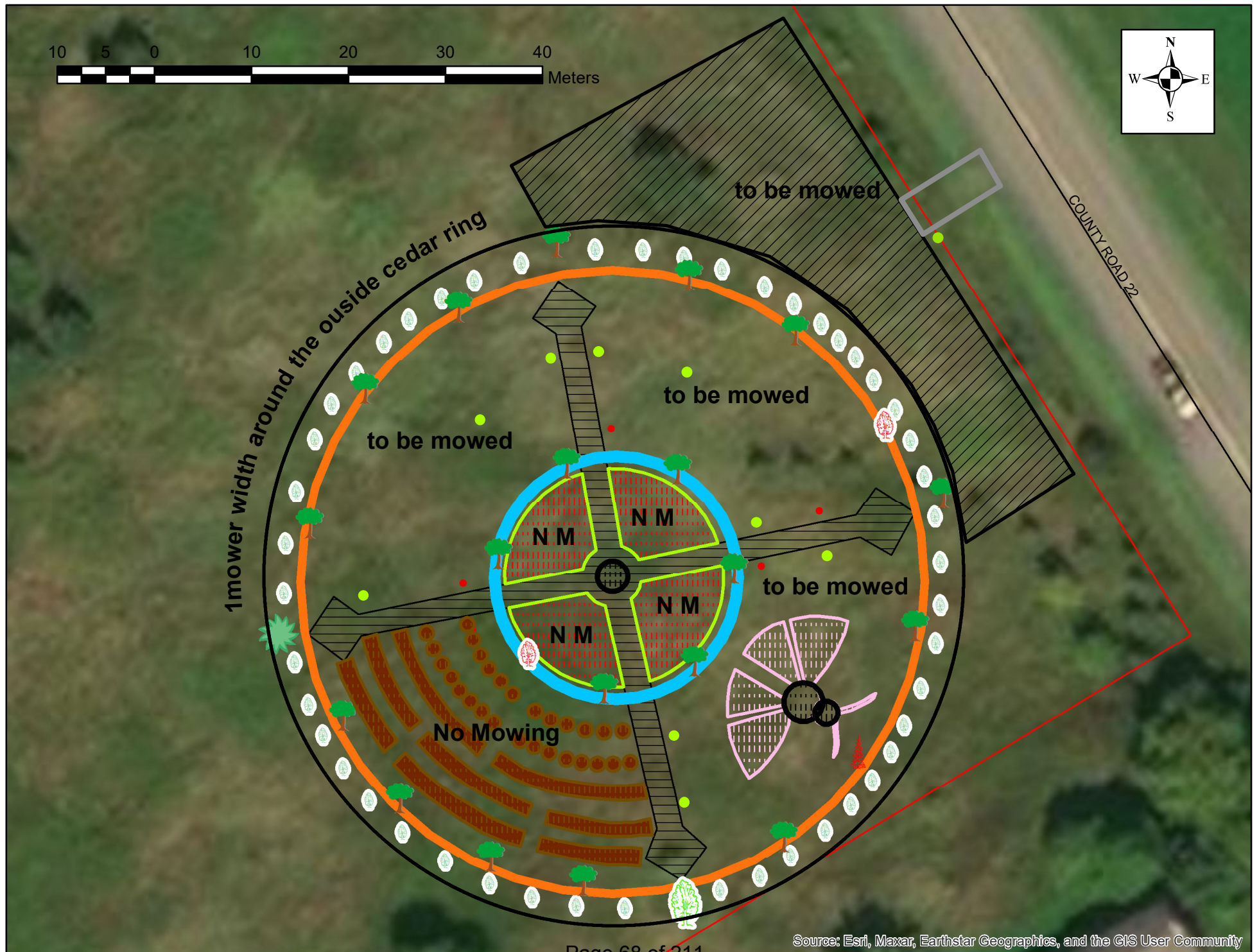


Facilities Manager



CAO

Schedule A: Healing Place - Mowed Areas



SITE MAINTENANCE AGREEMENT

SNC 164: The Healing Place

THIS AGREEMENT made on the _____ day of _____, 2022

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(a municipal corporation under the *Municipal Act*, 2001, S.O. 2001 c. 25)
(hereinafter the "Municipality")

- and -

SOUTH NATION RIVER CONSERVATION AUTHORITY
(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27)
(hereinafter "SNC")

WHEREAS SNC is the owner of SNC 164: The Healing Place (the "Healing Place") located at 8040 Shanly Road (County Road 22), Shanly, ON;

AND WHEREAS the Municipality recognizes the importance of the Healing Place to watershed residents and has equipment and capabilities to assist with their operation;

AND WHEREAS the Municipality and SNC wish to enter into a partnership for the maintenance of the Healing Place;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Municipality and SNC agree as follows:

Dates of Operation

- 1.1 The Healing Place is open to the public year round, however site access is not maintained during the winter season.

Term

2. The term of this Agreement is June 30, 2022, to December 31, 2023-2026.

Termination

3. Either party may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 60 days' notice.

Reporting Property Damage

4. The Municipality shall immediately notify SNC of property damage or vandalism reported by the public or discovered during maintenance.

Responsibilities

- 5.1 SNC responsibilities include:

- a) Site development and overall maintenance.

- 5.2 The Municipality include:

- a) Mow grass at their discretion, in areas indicated on the map included in 'Schedule A: Healing Place – Mowed Areas'.

Insurance

- 6.1 Each party, at their own expense, shall maintain insurance requirements for the duration of the Agreement as noted below:

- a) Commercial General Liability issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; Employers Liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the [the Municipality/ SNC] as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the [the Municipality / SNC].
- b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

- 6.2 Each party shall, upon request, provide the other party with a certificate of insurance evidencing the above noted coverage including a 30-day notice of cancellation.

- 6.3 Each party shall be responsible for the physical damage to their equipment used in providing services as outlined in the Agreement. Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured.
- 6.4 Each party shall, upon request, provide evidence of WSIB or its equivalent in addition to General Insurance.

Indemnity

7. Each party hereto agrees to indemnify and save harmless the other (including the other's employees, agents, directors, councillors, officers, and executives) from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceedings of any nature made or brought against, suffered or imposed upon the parties or their property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising of, resulting from or sustained in relation to work arising out of or allegedly attributable to the negligence, acts, errors, and omissions performed in accordance with this Agreement. The obligations set out in this clause shall survive the expiration or termination of this Agreement.

Notice

8. Any notice, information, or document required under this Agreement shall be deemed given if hand-delivered or sent via email or post. Any notice delivered, sent by email shall be deemed to have been received on the next working day after it is sent. Any notice that is mailed via post shall be deemed to have been received five (5) working days after being mailed.

Notice shall be addressed to the following:

To the Municipality:	Township of Edwardsburgh/Cardinal 18 Centre St., PO Box 129 Spencerville, ON K0E 1X0 Attention: XXXXXXXX
To SNC:	South Nation River Conservation Authority 38 Victoria Street, Finch, ON K0C 1K0 Attention: Team Lead, Special Projects

Severability of provisions

9. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

Counterparts

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

Amendments

11. The Agreement may only be amended by a written agreement duly executed by the Parties.

Assignment

12. The parties shall not assign any of their rights or obligations under the Agreement without prior written consent. Except as expressly provided in the Agreement, all rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

Governing law

13. This Agreement shall be governed by the laws of the Province of Ontario.

SIGNED

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

Dave Grant
Chief Administrator

Date

We have the authority by by-law to bind the Corporation of the Township of Edwardsburgh/Cardinal

SOUTH NATION RIVER CONSERVATION AUTHORITY

Angela Coleman
General Manager/Secretary-Treasurer

Date

I have the authority to bind the South Nation River Conservation Authority.



TOWNSHIP OF EDWARDSBURGH CARDINAL INFORMATION ITEM

Committee: Combined Committee of the Whole - AF - PWESF

Date: August 8, 2022

Department: Environmental Services

Topic: Edwardsburgh/Cardinal Consolidated Linear Environmental Compliance Approvals

Background:

[Municipal Sewage Collection System](#)

The MECP issued the first Consolidated Linear Environmental Compliance Approval (155-W601) for the Cardinal, Industrial Park and Spencerville Sewage Collection Systems on July 27th, 2022. The new ECA streamlines and outlines what alterations can be made to the authorized system, conditions that must be met and the reporting requirements after completion of the work. The streamlined approach will allow projects to commence without obtaining a new ECA for every proposed alteration in the authorized system.

Operational Plan

The new ECA requires an operational plan to be developed and implemented by May 19th, 2023. The operational plan must include procedures for the maintenance and inspection of the collection systems, spills response/reporting, complaint handling and record keeping.

Overflow Reporting

The Henry St. and Spencerville Station 1 Pumping Stations have overflow capabilities in the event of a system failure. The new ECA outlines specific requirements including sampling, overflow/spill reporting and calculating the loading of Biological Oxygen Demand (BOD), Total Suspended Solids, Total Kjeldahl Nitrogen, total phosphorus and *E.Coli* into the environment after an overflow event. The new ECA requires one grab sample to be collected by November 19th, 2022 for the parameters listed above at the Henry St. and Spencerville Station 1 pumping stations.

Source Water Protection

The new ECA requires the owner to complete a “Significant Drinking Water Threat Assessment Report for Proposed Alterations” by May 19th, 2023. The report must include an outline of potential alterations that could pose a significant drinking water threat, an outline of how drinking water threats are identified and the mitigation measures that can be implemented to reduce the overall risk.

Assessment of Wet Weather Flows compared to Dry Weather Flows.

The new ECA requires a report that evaluates available data from wet weather flows versus dry weather flows that caused at least one overflow event from January 1, 2012 to December 31, 2021. If the data review shows that an overflow event occurred during an average flow period the report must outline an action plan that identifies the root cause of the overflow events and corrective actions. The assessment report must be completed by November 19th, 2023.

Overflow Signage

On or before May 19th, 2025 all overflow pipework must have permanent signage installed to notify the public. Signage details must include: type of Collection System overflow, identifying potential hazards and limitations of water use, ECA Number or System Asset ID number and the owner’s contact information.

Annual Reporting

The new ECA requires an annual performance report to be submitted to the MECP on or before March 31st of the following year. The annual report will include a summary of monitoring data, operational problems, maintenance and repair, alterations to the systems, and overflow/spill event summary. The first report will be due March 31st, 2024 for 2023.

Renewal

The ECA renewal due date is June 15th, 2026. The renewal process may include updating system descriptions to reflect new alterations or the addition of new requirements by the MECP.

Budgetary Considerations

Chemical sampling at the Henry St. and Spencerville Pumping # 1 Station
Signage for the Henry St. and Spencerville Pumping Station # 1.

Municipal Stormwater Management System

The MECP issued the first Consolidated Linear Environmental Compliance Approval (155-S701) on July 27th, 2022 for the Cardinal, Johnstown and Spencerville Stormwater Management Systems. The new ECA streamlines and outlines what alterations can be made to the authorized systems, conditions that must be met and the reporting requirements after completion of the work.

Operational Plan

The new ECA requires an operational plan to be developed and implemented for the stormwater system by May 19th, 2023. The operational plan must include inspection and maintenance procedures for all outfalls, treatment systems and pipe works. The operational plan must also include procedures for spills reporting, complaint handling and record keeping.

Monitoring Plan

On or before May 19th, 2024 or within twenty-four months of the date of the publication of the Ministry's monitoring guidance, a monitoring plan must be developed and peer-reviewed by a third-party qualified person. The monitoring plan must identify stormwater treatment systems, key receivers, sampling frequencies, water quality goals and procedures to assess the environmental impact of the Municipal Stormwater Management System. Procedures must also be developed to verify the operational performance of the treatment system and corrective actions to address performance issues. The monitoring plans will be applicable to the Spencerville and Johnstown oil-grit separator and swale systems.

Source Water Protection

The new stormwater ECA requires the owner to complete a "Significant Drinking Water Threat Assessment Report for Proposed Alterations" by May 19th, 2023. The report must include an outline of potential alterations that could pose a significant drinking water threat, an outline of how drinking water threats are identified and the mitigation measures that can be implemented to reduce the overall risk.

Storm Sewer Catchment Assessment Inventory

The new stormwater ECA requires an inventory and/or mapping to be completed by May 19th, 2025 that delineates the level of stormwater treatment for all systems.

Annual Reporting

An annual performance report must be submitted to the MECP on or before April 30th of each year that covers the period from January 1st to December 31st of the previous year. The report must include a summary and interpretation of all monitoring data, operational problems, inspection and maintenance activities, alterations completed, spill reporting, system complaints and corrective actions completed. The first report is due April 30th, 2024 for the 2023 operating year.

Signage

On or before May 19th, 2025 all stormwater management facilities must have permanent signage installed to notify the public. Signage details must include: identifying that the site is a stormwater management facility, identifying potential hazards and limitations of water use, the purpose of the facility, ECA Number or System Asset ID number and the owner's contact information.

Renewal

The ECA renewal due date is June 15th, 2026. The renewal process may include updating system descriptions to reflect new alterations or the addition of new requirements by the MECP.

Budgetary Considerations

The cost to develop and implement a monitoring plan for the Johnstown and Spencerville Stormwater Systems is being determined.

Preventative maintenance activities for the oil-grit separator and swale systems.

CCTV Inspection program for the stormwater system in Cardinal.

Signage for the Johnstown and Spencerville stormwater systems.

Eric Wemerman

Chief Water/Sewer Operator



Director of Operations

ENVIRONMENTAL COMPLIANCE APPROVAL For a Municipal Sewage Collection System

ECA Number: 155-W601

Issue Number: 1

Pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E. 19 (EPA), and the regulations made thereunder and subject to the limitations thereof, this environmental compliance approval is issued under section 20.3 of Part II.1 of the EPA to:

Edwardsburgh/Cardinal, The Corporation of the Township of

**18 Centre St P.O. Box 129
Spencerville, ON K0E 1X0**

For the following Sewage Works:

Town of Edwardsburgh Cardinal Sewage Collection System

This Environmental Compliance Approval (ECA) includes the following:

Schedule	Description
Schedule A	System Information
Schedule B	Municipal Sewage Collection System Description
Schedule C	List of Notices of Amendment to this ECA: Additional Approved Works
Schedule D	General
Schedule E	Operating Conditions
Schedule F	Residue Management

All prior ECAs, or portions thereof, issued by the Director for Sewage Works described in section 1 of Schedule B are revoked and replaced by this Approval.

DATED at TORONTO this 27th day of July, 2022

Signature



Aziz Ahmed, P.Eng.
Director, Part II.1, *Environmental Protection Act*

Schedule A: System Information

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 ECA Information and Mandatory Review Date

ECA Issue Date	July 27th, 2022
Application for ECA Review Due Date	June 15, 2026

- 1.1 Pursuant to section 20.12 of the EPA, the Owner shall submit an application for review of the Approval no later than the Application for ECA Review Date indicated above.

2.0 Related Documents

- 2.1 STPs, Satellite Treatment Facilities, and Pumping Stations connected to the Authorized System that are not part of the Authorized System:

System/Facility Name	Wastewater System Number	Location	ECA Number	Issue Date
Cardinal Wastewater Treatment Plant	120002503	4000 John Street, Cardinal, Ontario	3-0341-94-957	November 14, 1995, amended August 8, 2001
Adelaide Street Pumping Station	120002503	70 Adelaide Street, Cardinal, Ontario	3-0341-94-957	November 14, 1995, amended August 8, 2001
Highway 2 Pumping Station	120002503	417 County Road 2, Cardinal, Ontario	3-0341-94-957	November 14, 1995, amended August 8, 2001
Henry Street Pumping Station	120002503	172 Henry Street, Cardinal, Ontario	3-0655-92-006	July 23, 1992

Flett Street Pumping Station	120002503	6 Flett Street, Cardinal, Ontario.	1663-4V9RRL	April 11, 2001
Spencerville Lagoons	120002157	2301 County Road 21, Spencerville, Ontario	3-1377-87-896	January 20, 1989, amended (March 12, 2008)
Spencerville Pumping Station # 1	120002157	3 Spencer Street, Spencerville, Ontario.	3-1377-87-896	January 20, 1989, amended (March 12, 2008)
Spencerville Pumping Station # 2	120002157	2803 County Road 21 (Centre Street), Spencerville, Ontario.	3-1377-87-896	January 20, 1989, amended (March 12, 2008)
Spencerville Pumping Station # 3	120002157	4 Cherry Street, Spencerville	3-1377-87-896	January 20, 1989, amended (March 12, 2008)

2.2 Other Documents

Document Title	Version
Design Criteria for Sanitary Sewers, Storm Sewers, and Forcemains for future Alterations Authorized under ECA	v.1 (Apr. 22, 2022)

3.0 Asset Management Plan

Document Title	Version
Edwardsburgh Cardinal Asset Management Plan (PSD – Citywide)	v.1 (2019/2020)

4.0 Pollution Prevention and Control Plan (if applicable)

Document Title	Version
Force Main Break Contingency Plan	v.1 (Aug, 16, 2021)

5.0 Operating Authority

System	Operating Authority
Cardinal Wastewater Collection System	Township of Edwardsburgh Cardinal Environmental Services
The Edwardsburgh Cardinal Industrial Park Sewage Collection System	Township of Edwardsburgh Cardinal Environmental Services
Spencerville Wastewater Collection System	Township of Edwardsburgh Cardinal Environmental Services
Town of Prescott Sewage Treatment System	OCWA

Schedule B: Municipal Sewage Collection System Description

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 System Description

- 1.1 The following is a summary description of the Sewage Works comprising the Municipal Sewage Collection System:

Cardinal Wastewater Collection System Overview

The Cardinal Wastewater Collection System consists of works for the collection and transmission of sewage in the village of Cardinal. The system consists of trunk sewers, sewer mains, four sewage pumping stations and four force mains that transport sewage to the Cardinal Sewage Treatment Plant. The treated effluent is discharged to the St. Lawrence river.

Edwardsburgh Cardinal Industrial Park Sewage Collection System Overview

The Edwardsburgh Cardinal Industrial Park Sewage Collection System consists of works for the collection and transmission of Industrial Park sewage, consisting of trunk sewer and separate sewers discharge into a manhole and into the Town of Prescott's Sewage Treatment Plant.

Spencerville Wastewater Collection System Overview

The Spencerville Wastewater Collection System consists of works for the collection and transmission of sewage through sewers, 3 pumping stations and 3 force mains, with discharge for collection and treatment at the Spencerville Stabilization Lagoons. All of Spencerville's waste water is directed to Pump Station 1 and in turn, pumped by force main to the two lagoon cells located at the junction of County Road 21 and the 416-north off-ramp.

Sewage Collection System

- 1.2 The Authorized System comprises:

- 1.2.1 The Sewage Works described and depicted in each document or file identified in column 1 of Table B1.

Table B1: Infrastructure Map	
Column 1 Document or File Name	Column 2 Date
Sewer main Asset IDs.pdf	June 2011
03 - Industrial Park Gravity Sanitary System map.pdf	December 30, 2021
03 - Spencerville Wastewater Collection System map.pdf	January 31, 1991
03 - Cardinal sewer atlas.png	August, 2021

1.2.2 Sewers, forcemains, pumping stations and other Sewage Works that have been added, modified, replaced, or extended through authorization provided in a Schedule C Notice respecting this Approval, where Completion occurs on or after the date identified in column 2 of Table B1 for each document or file identified in column 1.

1.2.3 Sewers, forcemains, pumping stations and other Sewage Works that have been added, modified, replaced, or extended through authorization provided in Schedule D of this Approval, where Completion occurs on or after the date identified in column 2 of Table B1 for each document or file identified in column 1.

1.2.4 Any Sewage Works described in conditions 1.3, through 1.7 below.

Sewage Pumping Stations

1.3 The following are Sewage pumping stations in the Authorized System:

Adelaide Street Pumping Station

Asset ID and Name	AID# 604 Adelaide Street Pumping Station
Site Location	70 Adelaide Street, Cardinal, Ontario
Latitude and Longitude	44.789388, -75.384170
Coordinates (optional)	
Description	The Adelaide Sanitary Pumping station receives all sewage from the north side of the town of Cardinal via gravity sewer mains and two force mains, (Cty Rd. 2 and Flett St. pump stations).
Pumping Station Capacity	Two pumps rated at 65 L/s each for a combined total of 130 L/s
Equipment	Two 47 HP submersible pumps operating 1 duty and 1 standby each rated at 65 L/s each (TDH of 26.0 m) within a 3.0meter diameter wet well at an operating depth of 1.5 meters and an operating volume of 10.6 m3. Wet Well level is regulated by a Greyline controller equipped with an ultrasonic level transducer and a back-up pressure transducer. Sewage is pumped through a flow meter located in a bypass valve chamber, which

	connects to a 200 mm PVC force main that discharges to a wet well. Sewage is then gravity fed to the WPCP.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	2 pumps, one 1 duty and 1 standby Grey line level controller with programmable start, stop, high and high-high level settings. Pressure transducer back-up system. High level external float if Greyline ultrasonic and pressure transducer signals fail. ABB Kent Taylor charter recorder that measures pump volume and cycles. Flow meter to totalize daily flow. Bypass valving for bypassing submersible pumps. Falcon Security alarm communication system with a back up cellular communicator. Flashing outside red beacon in the event of an alarm. Automated fan system for temperature control when standby generator is operating.
Sewage Pumping Station – Collection System Overflow	No overflow system
Receiving Stations (if applicable)	Not applicable.
Odour Control Units	No Odour control systems
Standby Power	80 kW, natural gas, Kohler standby generator with automatic transfer switch.
Notes	Reference ECA: 3-0341-94-957

Henry Street Pumping Station

Asset ID and Name	AID # 603 Henry Street Pumping Station
Site Location	172 Henry Street, Cardinal, Ontario.
Latitude and Longitude	44.78514791967145, -75.37886702743258
Coordinates (optional)	
Description	The Henry Steet Pumping Station receives sewage from the south west portion of the town of Cardinal via gravity sewer mains.
Pumping Station Capacity	Two submersible pumps each rated at 31.5 L/s for a combined total of 63 L/s
Equipment	Two 10 HP submersible pumps operating 1 duty and 1 standby with a rated capacity of 31.5 L/s each, (TDH of 12.3m). Inside well dimensions are 2.440m X 3.050m X 3.70 m deep, (square). Wet well level is regulated by a Greyline controller equipped with an ultrasonic level transducer and a back-up pressure transducer. The pumps discharge into a 150 mm PVC force main which terminates in a wet well. Sewage is transported from the wet well to the WPCP via gravity mains.
Emergency Storage	N/A

Equipment: Associated controls and Appurtenances	2 pumps, one 1 duty and 1 standby Grey line level controller with programmable start, stop, high and high-high level settings. Greyline level control with ultrasonic transducer and back-up pressure transducer. Red flashing beacon light in the event of a high-level alarm. Falcon Security alarm communication system. Transfer switch to Cardinal Power Company supply.
Sewage Pumping Station – Collection System Overflow	Overflow pipe which discharges to the Galop Canal and St. Lawrence River. Approximately 4.0 m3 buffer between lead pump start and overflow.
Receiving Stations (if applicable)	None
Odour Control Units	None
Standby Power	No standby generator. Power can be manually switched over to Cardinal Power in the event of a power grid disruption.
Notes	Reference ECA: 3-0655-92-006

Highway 2 Pumping Station

Asset ID and Name	AID # 605 Highway 2 Pumping Station
Site Location	417 County Road 2, Cardinal, Ontario.
Latitude and Longitude	44.79384, -75.37524
Coordinates (optional)	
Description	The Highway 2 pumping station receives sewage from County Road 2 east and the Ault subdivision.
Pumping Station Capacity	Two submersible pumps each rated at 4.0 L/sec for a combined total of 8.0 L/s.
Equipment	Two, 2hp pumps operating one duty and one standby with a rated capacity of 4.0 L/s each, (TDH = 5.7m). Wet well is 2.44 meters in diameter with a total storage volume of 17.16 m3. A Greyline level controller with programmable start, stop, high, and low-level settings. The pumps discharge into a 100 mm force main that empties into the County Rd. 2 gravity main.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	Greyline ultrasonic level control with back-up pressure transducer system. Red flashing beacon light in the event of a high-level alarm. Falcon Security alarm communication system. Quick connect switch to plug in portable generator. Manual transfer switch. Bypass chamber
Sewage Pumping Station – Collection System Overflow	None
Receiving Stations (if applicable)	None
Odour Control Units	None

Standby Power	No standby generator on site. Portable generator can be utilized with a quick connect and transfer switch in the event of a power disruption.
Notes	Reference ECA: 3-0341-94-957 (Amended)

Flett Street Pumping Station

Asset ID and Name	AID # 2608 Flett Street Pumping Station
Site Location	6 Flett Street, Cardinal, Ontario
Latitude and Longitude	44.79638, -75.37146
Coordinates (optional)	
Description	The Flett Street Pumping Station receives sewage from the Ault Subdivision and discharges into a 100 mm PVC force main transporting sewage to the Highway 2 pumping station.
Pumping Station Capacity	Two submersible pumps each rated for 4.0 L/s for a combined total of 8.0 L/s.
Equipment	Two, 2hp pumps operating one duty and one standby with a rated capacity of 4.0 L/s each, (TDH =7.2 m). The wet well is 2.4 meters in diameter at a depth of 6.2 m. A float system operates the pumps which discharge into a 100 mm PVC force main. The force main discharges into the County Road 2 pump station.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	Float system including a high-level float. Red flashing beacon light in the event of a high-level alarm. Falcon Security alarm Communication system. Quick connect switch to plug in portable generator
Sewage Pumping Station – Collection System Overflow	None
Receiving Stations (if applicable)	None
Odour Control Units	None
Standby Power	No standby generator. Quick connect plug for portable generator hook up in event of a power disruption.
Notes	Reference ECA: 1663-4V9RRL

Spencerville Pumping Station # 1

Asset ID and Name	AID # 2605 Spencerville Pumping Station # 1
Site Location	2301 County Road 21, Spencerville, Ontario
Latitude and Longitude	44.84254478736695, -75.54475910933596
Coordinates (optional)	
Description	Spencerville Pumping Station # 1 receives all sewage from the town of Spencerville via gravity and force PVC mains ranging in size from 75 mm to 250 mm.
Pumping Station Capacity	Two 5 HP submersible pumps, (one lead and one lag), each capable of delivering 14 l/s at 16.7m total discharge head to a

	150 mm PVC forcemain.
Equipment	A float system operates two 5 HP submersible pumps in a lead-lag sequence.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	Float System Greyline level controller to display well level (does not run pumps). Falcon Security alarm communication system. Red beacon light flashes in the event of a high wet well level. Bypass pipe chamber.
Sewage Pumping Station – Collection System Overflow	250 mm PVC bypass pipe to the South Nation River.
Receiving Stations (if applicable)	Not applicable.
Odour Control Units	No Odour control systems
Standby Power	33 kW, diesel Kohler standby generator with automatic transfer switch.
Notes	Reference ECA: 3-1377-87-896

Spencerville Pumping Station # 2

Asset ID and Name	AID # 2606 Spencerville Pumping Station # 2
Site Location	2803 County Road 21 (Centre Street), Spencerville, Ontario
Latitude and Longitude	44.83869277701152, -75.55319562410372
Coordinates (optional)	
Description	The Spencerville Pumping Station receives wastewater from the western portion of the town via gravity PVC mains.
Pumping Station Capacity	Two, submersible sewage pumps, (2 HP each - one lead and one lag), each capable of pumping 1.3 L/s at 22.9 m total head discharge into a 75 mm force main.
Equipment	A Greyline level controller.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	Greyline level control with programmable start, stop, high, and high- high level settings operate two submersible sewage pumps in a lead-lag sequence. Red flashing beacon light in the event of a high-level alarm. Falcon Security Communication system. Quick connect switch to plug in a portable generator. Transfer switch Bypass pipework chamber.
Sewage Pumping Station – Collection System Overflow	None
Receiving Stations (if applicable)	None
Odour Control Units	None

Standby Power	No standby generator on site. Quick connect switch to plug in a portable generator.
Notes	Reference ECA: 3-1377-87-896

Spencerville Pumping Station # 3

Asset ID and Name	AID# 2607 Spencerville Pumping Station # 3
Site Location	4 Cherry Street, Spencerville
Latitude and Longitude	44.84050840782595, -75.54829776457892
Coordinates (optional)	
Description	Spencerville Pumping Station # 3 receives wastewater from the central portion of town via gravity PVC mains.
Pumping Station Capacity	Two submersible sewage pumps (2 HP each - one lead and one lag), each capable of pumping 1.2 L/s at 14.6 meters total head discharge into a 75 mm force main. The submersible pumps are controlled by a Greyline Level Control System.
Equipment	A Greyline level controller with programmable start, stop, high, and high-high level settings operate two submersible sewage pumps in a lead-lag sequence.
Emergency Storage	N/A
Equipment: Associated controls and Appurtenances	Greyline level control Red flashing beacon light in the event of a high-level alarm. Falcon Security Communication system. Quick connect switch to plug in portable generator. Transfer switch. Bypass pipework chamber
Sewage Pumping Station – Collection System Overflow	None
Receiving Stations (if applicable)	None
Odour Control Units	None
Standby Power	No standby generator on site. Portable generator can be utilized with a quick connect and transfer switch in the event of a power disruption.
Notes	References ECA: 3-1377-87-896

[N/A]

Asset ID and Name	N/A
Site Location	
Latitude and Longitude	
Coordinates (optional)	
Description	
Pumping Station Capacity	
Equipment	
Emergency Storage	

Equipment: Associated controls and Appurtenances	
Sewage Pumping Station – Collection System Overflow	
Receiving Stations (if applicable)	
Odor Control Units	
Standby Power	
Notes	

Real-Time Control

- 1.4 The following are identified Real-Time Control Systems in the Authorized System:

Cardinal Wastewater Treatment Plant

	Description
Process Equipment/System Elements	Sequential Batch Reactor System, utilizing a DCS SCADA system for influent treatment and UV disinfection for effluent treatment. Excess sludge from the process is thickened with a gravity belt thickener and then treated with an Auto Thermic Aerobic Digester System. Treated sludge is stored in 2 underground tanks until transported and applied to fields twice per year as NASM by a qualified contractor.
Flow Measurement Locations	Two Parshall Flumes located at the headworks of the treatment plant each equipped with Greyline ultrasonic level detectors. The two Greyline control units are located in the Waste water Treatment Plant Lab.
Level Measurement Locations	2 Greyline Level Controllers and ultrasonic sensors measuring levels, one above each of two SBR cells. 1 Greyline Level Controller and ultrasonic sensor measuring the Waste Activated Sludge Tank level located in the process area. 1 Greyline level Controller and ultrasonic sensor measuring the thickened waste activated sludge tank level located in the process area. 2 sensors measuring the levels in the ATAD Vessels located in each of the ATADs. Readout is in the ATAD control panel. 1 Greyline level controller and ultrasonic sensor measuring the Alum bulk tank level located next to the bulk alum tank.
Other Instrumentation and Controls	Two bar screens, one roto pack compactor and a grit separator system at the headwaters of the plant. Two chemical pumps, one duty and one standby, for alum injection to control phosphorous.

	<p>One chemical pump for polymer addition to thicken waste sludge for gravity table.</p> <p>UV disinfection of final effluent.</p> <p>Biological HVAC system to clean air and control odors from the plant.</p> <p>One back-up generator with automatic transfer switch.</p> <p>Falcon Security alarm communication System.</p>
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Adelaide Street Pumping Station

	Description
Process Equipment/System Elements	<p>Two 47 hp Flygt submersible pumps, one lead and one lag.</p> <p>One Flygt pump control panel.</p> <p>One Greyline control unit in the pump house.</p> <p>Greyline ultrasonic level sensor.</p> <p>Greyline pressure transducer level sensor.</p>
Flow Measurement Locations	ABB Flow meter located in bypass valve chamber.
Level Measurement Locations	<p>Greyline ultrasonic and pressure transducer sensors located in wet well. Back up high-level float in wet well.</p> <p>Greyline Controller located in pumping station.</p>
Other Instrumentation and Controls	<p>Chart recorder to measure pump volume and cycles.</p> <p>Flow meter display panel in pumping station.</p> <p>Falcon Security alarm communication System.</p> <p>Standalone 80 KW back up generator.</p> <p>Generator automatic transfer switch.</p>

County Road 2 Pumping Station

	Description
Process Equipment/System Elements	<p>Two 2 hp Flygt submersible pumps, one lead and one lag.</p> <p>One Flygt pump control panel.</p> <p>Greyline ultrasonic level control system.</p> <p>Pressure transducer level control system.</p> <p>Flygt pump control panel.</p>
Flow Measurement Locations	None
Level Measurement Locations	<p>Greyline pressure transducer sensor located in wet well.</p> <p>Greyline Controller located in weather proof box above wet well.</p>
Other Instrumentation and Controls	<p>Falcon Security alarm communication System.</p> <p>Transfer switch and quick connect for portable generator hook up.</p>

Henry Street Pumping Station

	Description
Process Equipment/System Elements	<p>Two 10 hp Flygt submersible pumps, one lead and one lag.</p> <p>One Flygt pump control panel.</p> <p>Greyline level control system with one ultrasonic and one pressure transducer.</p>
Flow Measurement	None

Locations	
Level Measurement Locations	Greyline ultrasonic and pressure sensors located in wet well. Greyline Controller located in weather proof box.
Other Instrumentation and Controls	Falcon Security alarm communication System Transfer switch from grid to Cardinal Power Generation in the event of power disruptions.

Flett Street Pumping Station

	Description
Process Equipment/System Elements	Two 2 hp Flygt submersible pumps, one lead and one lag. One Flygt pump control panel.
Flow Measurement Locations	None
Level Measurement Locations	Floats are located inside wet well.
Other Instrumentation and Controls	Falcon Security alarm communication System Transfer switch and quick connect for portable generator hook up in the event of power disruptions.

Spencerville Wastewater Stabilization Ponds

	Description
Process Equipment/System Elements	Two facultative stabilization ponds, normally operating in parallel, receive influent from the Spencerville Wastewater Collection System via a force main from pumping station # 1. Flow activates one of two alum pumps located in the Lagoon chemical building that injects aluminum sulfate into the influent for phosphorous control. There is one aluminum sulfate chemical day tank and a 22,800L/5000gal bulk alum storage tank in the building. After passing through the flow meter, the influent then enters a splitter box which directs it to one or both cells of the lagoons. Each lagoon cell has a slide gate within the splitter box to facilitate isolation of one cell during the annual discharge. Lagoons are discharged annually between March 15 th to April 21 st . Each lagoon cell has a discharge structure. Each structure has a knife valve to contain the contents of the cells. The knife valves are opened and throttled to control discharge during the annual discharge period. Effluent from either cell is collected in a communal chamber and then conveyed through a 450 mm concrete pipe leading north where it passes through a manhole eventually discharging into a ditch leading to the South Nation River.
Flow Measurement Locations	One flow meter within a chamber located in the Lagoon chemical building on site at the Spencerville stabilization Lagoons totalizes influent flow.
Level Measurement Locations	N/A
Other Instrumentation and	Chart recorder that displays pump volumes and cycles.

Controls	Flow meter display panel that displays totalized flows.
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Spencerville Station # 1

	Description
Process Equipment/System Elements	Two submersible pumps, one lead and one lag, each capable of delivering 14 l/s at 16.7m total discharge head, pump all of the Town of Spencerville's sewage to a 150 mm PVC force main. The force main relays effluent to the stabilization ponds. The submersible pump cycles controlled by a float system with Greyline Controller ultrasonic equipment displaying the well level. The Grey Line has the capability to relay alarms to a monitoring station which in turn alerts Operations. Pump station #1 is equipped with an emergency bypass overflow pipe to the South Nation River and a by-pass chamber.
Flow Measurement Locations	N/A
Level Measurement Locations	Greyline controller (does not operate pumps) located next to the wet well in an enclosed, weather proof box to measure wet well level. A Greyline ultrasonic transducer is inside the wet well.
Other Instrumentation and Controls	Float system located in wet well operates the pumps. Standalone 33 KW, diesel fueled supply generator with transfer switch located in the SPS 1 building. Pump control panel with auto/off/hand capabilities located in the pump station building. Power disconnects switches and Greyline control module located in weatherproof boxes next to the wet well. Falcon Security alarm communication system.

Spencerville Station # 2

	Description
Process Equipment/System Elements	Two submersible sewage pumps, each capable of pumping 1.3 L/s at 22.9 m total head discharge into a 75 mm force main. The submersible pumps are controlled by a Greyline Level Control System.
Flow Measurement Locations	None
Level Measurement Locations	Greyline Controller located in weather proof box next to wet well. Greyline ultrasonic transducer located in wet well.
Other Instrumentation and Controls	Transfer switch and quick connect for portable generator hook up. Pump control panel with auto/off/hand capabilities along with power disconnect switches. Pump bypass pipework chamber. Falcon Security alarm communication System.

Spencerville Station # 3

	Description
Process Equipment/System Elements	Two submersible sewage pumps, each capable of pumping 1.2 L/s at 14.6 meters total head discharge into a 75 mm force main. The submersible pumps are controlled by a Greyline Level Control System.
Flow Measurement Locations	None
Level Measurement Locations	Greyline Controller located in weather proof box next to wet well. Greyline ultrasonic sensor located in wet well.
Other Instrumentation and Controls	Transfer switch and quick connect for portable generator hook up. Pump bypass pipework chamber. Falcon Security alarm communication system

Combined Sewage Structures

1.5 The following are regulators and combined Sewage storage structures in the Authorized System:

Table B2: Identified Combined Sewer Overflow Regulators			
Column 1 Asset ID/Name	Column 2 Site Location (Latitude & Longitude)	Column 3 Regulator Capacity (m ³ /s)	Column 4 Overflow Location (Latitude & Longitude)
N/A			

Table B3: Identified Combined Sewage Storage Tanks and Storage Structures			
Column 1 Asset ID/Name	Column 2 Site Location (Latitude & Longitude)	Column 3 Regulator Capacity (m ³ /s)	Column 4 Overflow Location (Latitude & Longitude)
N/A			

Collection System Overflow Points

1.6 The following are Collection System Overflow points in the Authorized System:

Table B4: Identified Combined Sewer Overflow Points including Pumping Stations			
Column 1 Asset ID / Name	Column 2 Regulator or Combined Sewer Storage Asset ID	Column 3 Overflow Location (Latitude & Longitude)	Column 4 Point of Entry to Receiver (Latitude and Longitude)
N/A			

Table B5: Identified Sanitary Sewer Overflow Points including Pumping Stations			
Column 1 Asset ID	Column 2 Asset Name	Column 3 Overflow Location (Latitude & Longitude)	Column 4 Point of Entry to Receiver (Latitude and Longitude)
603	Henry Street Pumping Station	44.78514791967145, -75.37886702743258	44.78514791967145, -75.37886702743258
2605	Spencerville Pumping Station #1	44.84254478736695, -75.54475910933596	44.84251289627041, -75.54465482629242

Other Works:

1.7 The following works are part of Authorized System:

Table B6: Other Works			
Column 1 Asset ID / Name	Column 2 Site Location (Latitude & Longitude)	Column 3 Component	Column 4 Description
N/A			

**Schedule C: List of Notices of Amendment to this ECA:
Additional Approved Sewage Works**

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 General

- 1.1 Table C1 provides a list of all notices of amendment to this Approval that have been issued pursuant to clause 20.3(1) of the EPA that impose terms and conditions in respect of the Authorized System after consideration of an application by the Director (Schedule C Notices).

Table C1: Schedule C Notices				
Column 1 Issue #	Column 2 Issue Date	Column 3 Description	Column 4 Status	Column 5 DN#
N/A	N/A	N/A	N/A	N/A

Schedule D: General

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 Definitions

1.1 For the purpose of this Approval, the following definitions apply:

“Adverse Effect(s)” has the same meaning as defined in section 1 of the EPA.

“Alteration(s)” includes the following, in respect of the Authorized System, but does not include repairs to the system:

- a) An extension of the system,
- b) A replacement or retirement of part of the system, or
- c) A modification of, addition to, or enlargement of the system.

“Approval” means this Environmental Compliance Approval including any Schedules attached to it.

“Appurtenance(s)” has the same meaning as defined in O. Reg. 525/98 (Approval Exemptions) made under the OWRA.

“Authorized System” means the Sewage Works comprising the Municipal Sewage Collection System authorized under this Approval”.

“Average Year” means the long term average of flow based on:

- a) Simulation of at least twenty years of rainfall data;
- b) A year in which the rainfall pattern (e.g., intensity, volume, and frequency) is consistent with the long-term mean of the area;
- c) A year in which the runoff pattern resulting from the rainfall (e.g., rate, volume, and frequency) is consistent with the long-term mean of the area; or
- d) Any combination of a), b) and c).

“Collection System Overflow(s)” means a discharge (SSO or CSO) to the environment at designed location(s) from the Authorized System.

“Combined Sewer(s)” means pipes that collect and transmit both sanitary Sewage and other Sewage from residential, commercial, institutional and industrial buildings, and facilities and Stormwater through a single-pipe system, but does not include Nominally Separate Sewers.

“Completion” means substantial performance as described in s.2 (1) of the *Construction Act*, R.S.O. 1990, c. C.30.

“Compound of Concern” means a Contaminant that is discharged from the Facility in an amount that is not negligible.

“Contaminant” has the same meaning as defined in section 1 of the EPA.

“CSO” means a combined sewer overflow which is a discharge to the environment at designated location(s) from a Combined Sewer or Partially Separated Sewer as per Table B4 that usually occurs as a result of precipitation when the capacity of the Sewer is exceeded. An intervening time of twelve hours or greater separating a CSO from the last prior CSO at the same location is considered to separate one overflow Event from another.

“CWA” means the *Clean Water Act*, R.S.O. 2006, c.22.

“Design Criteria” means the design criteria set out in the Ministry’s publication “Design Criteria for Sanitary Sewers, Storm Sewers and Force mains for Alterations Authorized under Environmental Compliance Approval”, (as amended from time to time).

“Design Guidelines for Sewage Works” means the Ministry document titled “Design Guidelines for Sewage Works”, 2008 (as amended from time to time).

“Director” means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of EPA (Environmental Compliance Approvals).

“Director Notification Form” means the most recent version of the Ministry form titled Director Notification – Alterations to a Municipal Sewage Collection System, as obtained directly from the Ministry or from the Ministry’s website.

“District Manager” means the district manager or a designated representative of the Local Ministry Office.

“Dry Weather Flow(s)” means Sewage flow resulting from both sanitary Sewage, and infiltration and inflows from foundation drains or other drains occurring during periods with an absence of rainfall or snowmelt.

"EAA" means the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.

"EPA" means the *Environmental Protection Act*, R.S.O. 1990, c.E.19.

"Emergency Situation" means a structural, mechanical, electrical failure, or operational health and safety incident, that causes a temporary reduction in the capacity, function, or performance of any part of the Authorized System or an unforeseen flow condition that may result in:

- a) Danger to the health or safety of any person;
- b) Injury or damage to any property, or serious risk of injury or damage to any property;
- c) Adverse Effect to the Natural Environment; or
- d) Spill.

“Equipment” means equipment or processes described in this Approval and any other equipment or process that supports the operation or maintenance of the Authorized System.

“ESC” means erosion and sediment control.

"Event(s)" means an action or occurrence, at any given location within the Authorized System that causes a Collection System Overflow. An Event ends when there is no recurrence of a CSO or SSO in the Collection System at the same location in the 12-hour period following the last Collection System Overflow.

“Facility” means the entire operation located on the property where the Sewage Works or Equipment is located.

“Form A1” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Equipment Discharging a Contaminant of Concern to the Atmosphere from a Municipal Sewage Collection System, as obtained directly from the Ministry or from the Ministry’s website.

“Form CS1” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Combined Sewers/Partially Separated Sewers/Combined Sewage Storage Tanks and Storage Structures as obtained directly from the Ministry or from the Ministry’s website.

“Form SS1” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Separate Sewers/Nominally Separate Sewers/Force mains, as obtained directly from the Ministry or from the Ministry’s website.

“Form SS2” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Components of the Municipal Sewage Collection System, as obtained directly from the Ministry or from the Ministry’s website.

“Hauled Sewage” has the same meaning as defined in section 1 of Regulation 347 (General – Waste Management) made under the EPA.

“Licensed Engineering Practitioner” means a person who holds a licence, limited licence, or temporary licence under the *Ontario Professional Engineers Act* R.S.O. 1990, c. P.28.

“Local Ministry Office” means the local office of the Ministry responsible for the geographic area where the Authorized System is located.

“Minister” means the Minister of the Ministry, or such other member of the Executive Council as may be assigned the administration of the EPA and OWRA under the *Executive Council Act*, R.S.O. 1990, c. E.25.

“Ministry” means the Ministry of the Minister and includes all employees or other persons acting on its behalf.

“Municipal Sewage Collection System” means all Sewage Works, located in the geographical area of a municipality that collect and transmit Sewage and are owned, or may be owned pursuant to an agreement with a municipality entered into under the *Planning Act* or *Development Charges Act*, 1997, by:

- a) A municipality, a municipal service board established under the *Municipal Act*, 2001 or a city board established under the *City of Toronto Act*, 2006; or
- b) A corporation established under sections 9, 10, and 11 of the *Municipal Act*, 2001 in accordance with section 203 of that Act or under sections 7 and 8 of the *City of Toronto Act*, 2006 in accordance with sections 148 and 154 of that Act.

“Natural Environment” has the same meaning as defined in section 1 of the EPA.

“Nominally Separate Sewer(s)” mean Separate Sewers that also have connections from roof leaders and foundation drains, and are not considered to be Combined Sewers.

“Operating Authority” means, in respect of the Authorized System, the person, entity, or assignee that is given responsibility by the Owner for the operation, management, maintenance or Alteration of the Authorized System or a portion of the Authorized System.

“Owner” for the purposes of this Approval means the Township of Edwardsburgh Cardinal, and includes its successors and assigns.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40.

“O&M Manual” means the operation and maintenance manual prepared and maintained by the Owner under condition 3.2 in Schedule E of this Approval.

“Partially Separated Sewer(s)” means Combined Sewers that have been retrofitted to transmit sanitary Sewage but in which roof leaders or foundation drains still contribute Stormwater inflow to the Partially Separated Sewer.

“Peak Hourly Flow” means the the largest volume of flow to be received during a one-hour period expressed as a volume per unit time. This is also referred to as maximum hourly flow or maximum hour flow.

“Point of Entry” has same meaning as in the Wastewater Systems Effluent Regulations (SOR/2012-139) under the *Fisheries Act*, R.S.C 1985, c. F-14.

“Pollution Prevention and Control Plan” or “PPCP” means a plan developed for Combined Sewers in the Authorized System to meet the goals of Procedure F-5-5.

“Prescribed Person” means a person prescribed in O. Reg. 208/19 (Environmental Compliance Approval in Respect of Sewage Works) for the purpose of ss. 20.6 (1) of the EPA, and where the alteration, extension, enlargement, or replacement is carried out under an agreement with the Owner.

“Procedure F-5-1” means the Ministry document titled “F-5-1 Determination of Treatment Requirements for Municipal and Private Sewage Treatment Works” (as amended from time to time).

“Procedure F-5-5” means the Ministry document titled “F-5-5 Determination of Treatment Requirements for Municipal and Private Combined and Partially Separated Sewer System” (as amended from time to time).

“Publication NPC-207” means the Ministry draft technical publication “Impulse Vibration in Residential Buildings”, November 1983,

supplementing the Model Municipal Noise Control By-Law, Final Report, August 1978, (as amended from time to time).

“Publication NPC-300” means the Ministry publication NPC-300, “Environmental Noise Guideline: Stationary and Transportation Sources – Approval and Planning” August 2013, (as amended from time to time).

“Pumping Station Capacity” means the design Peak Hourly Flow of Sewage which the Sewage pumping station is designed to handle.

“Real-time Control System” means the dynamic operation of the collection system, including Real-Time Physical Control Structures, by responding to continuous field monitoring to maintain and achieve performance and operational objectives, during dry and wet weather conditions.

“Real-time Physical Control Structure” means a structure (e.g., pumps, gates, and weirs) that reacts in real-time based on direction from the Real-Time Control System.

“Regulator Capacity” means the flowrate (m^3/s) at which Collection System Overflow begins.

“SAC” means the Ministry’s Spills Action Centre.

“SCADA” means a supervisory control and data acquisition system used for process monitoring, control, automation, recording, and/or reporting within the Sewage system.

“Schedule C Notice(s)” means a notice(s) of amendment to this Approval issued pursuant to clause 20.3(1) of the EPA that imposes terms and conditions in respect of the Authorized System after consideration of an application by the Director.

“Separate Sewer(s)” means pipes that collect and transmit sanitary Sewage and other Sewage from residential, commercial, institutional, and industrial buildings.

“Sewage” has the same meaning as defined in section 1 of the OWRA.

“Sewage Works” has the same meaning as defined in section 1 of the OWRA.

“Sewer” has the same meaning as defined in section 1 of O. Reg. 525/98 under the OWRA.

“Significant Drinking Water Threat” has the same meaning as defined in section 2 of the CWA.

“Significant Snowmelt Event(s)” means the melting of snow at a rate which adversely affects the performance and function of the Authorized System and/or the STP(s) identified in Schedule A of this Approval.

“Significant Storm Event(s)” means a minimum of 25 mm of rain in any 24 hours period.

“Source Protection Authority” has the same meaning as defined in section 2 of the CWA.

“Source Protection Plan” means a drinking water source protection plan prepared under the CWA.

“Spill(s)” has the same meaning as defined in subsection 91(1) of the EPA.

“SSO” means a sanitary sewer overflow which is a discharge of Sewage from a Separate Sewer or Nominally Separate Sewer to the environment from designated location(s) in the Authorized System as per Table B5.

“Standard Operating Policy for Sewage Works” means the standard operating policy developed by the Ministry to assist in the implementation of Source Protection Plan policies related to Sewage Works and providing minimum design and operational standards and considerations to mitigate risks to sources of drinking water, as amended from time to time.

“Storm Sewer” means Sewers that collect and transmit, but not exfiltrate or lose by design, Stormwater resulting from precipitation and snowmelt.

“Stormwater” means rainwater runoff, water runoff from roofs, snowmelt, and surface runoff.

“Stormwater Management Facility(ies)” means a Facility for the treatment, retention, infiltration, or control of Stormwater.

“STP” means sewage treatment plant.

“STP Bypass(es)” means diversion of Sewage around one or more treatment processes, excluding preliminary treatment system, within the STP with the diverted Sewage flows being returned to the STP treatment train upstream of the final effluent sampling point(s) and discharged via the approved effluent disposal facilities.

“STP Overflow(s)” means a discharge to the environment from the STP at designed location(s) other than the approved effluent disposal facilities or via the effluent disposal facilities downstream of the final effluent sampling point.

“Uncommitted Reserve Hydraulic Capacity” means uncommitted reserve capacity as described in the Ministry document titled “D-5-1 Calculating and Reporting Uncommitted Reserve Capacity at Sewage and Water Treatment Plants” (as amended from time to time).

“Undertaking” has the same meaning as in the EAA.

“Vulnerable Area(s)” has the same meaning as in the CWA.

“Wet Weather Flow(s)” means the flow resulting from the combination of sanitary Sewage and extraneous flows resulting from the inflow and infiltration of groundwater, rainfall or snowmelt, and snow or ice melt that enters the Authorized System.

2.0 General Conditions

- 2.1 The works comprising the Authorized System shall be constructed, installed, used, operated, maintained, replaced, or retired in accordance with the conditions of this Approval, which includes the following Schedules:

Schedule A – System Information

Schedule B – Municipal Sewage Collection System Description

Schedule C – List of Notices of Amendment to this ECA

Schedule D – General

Schedule E – Operating Conditions

Schedule F – Residue Management

- 2.2 The issuance of this Approval does not negate the requirements of other regulatory bodies, which includes but is not limited to, the Ministry of Northern Development, Mines, Natural Resources and Forestry and the local Conservation Authority.
- 2.3 Where there is a conflict between a provision of any document referred to in this Approval and the conditions of this Approval, the conditions in this Approval shall take precedence. Where there is a conflict between the information in a Schedule C Notice and another section of this Approval, the document bearing the most recent date shall prevail.
- 2.4 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Authorized System is provided with a print or electronic copy of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 2.5 The conditions of this Approval are severable. If any condition of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such

condition to other circumstances and the remainder of this Approval shall not be affected thereby.

3.0 Alterations to the Municipal Sewage Collection System

- 3.1 Any Schedule C Notice shall provide authority to alter the Authorized System in accordance with the conditions of this Approval.
- 3.2 All Schedule C Notices issued by the Director for the Municipal Sewage Collection System shall form part of this Approval.
- 3.3 The Owner and a Prescribed Person shall ensure that the documentation required through conditions in this Approval and the documentation required in the Design Criteria are prepared for any Alteration of the Authorized System.
- 3.4 The Owner shall notify the Director within thirty (30) calendar days of the placing into service or Completion of any Alteration of the Authorized System which had been authorized:
 - 3.4.1 Under Schedule D to this Approval where the Alteration results in a change to Sewage Works or Equipment specifically described in Schedule B of this Approval;
 - 3.4.2 Through a Schedule C Notice respecting Sewage Works other than Sewers or forcemains; or
 - 3.4.3 Through another approval that was issued under the EPA prior to the issue date of this Approval.
- 3.5 The notification requirements set out in condition 3.4 do not apply to any Alteration in respect of the Authorized System which:
 - 3.5.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98;
 - 3.5.2 Constitutes maintenance or repair of the Authorized System; or
 - 3.5.3 Is a Sewer or forcemain authorized by condition 4.1 of Schedule D of this Approval.
- 3.6 The Owner shall notify the Director within ninety (90) calendar days of:
 - 3.6.1 The discovery of existing Sewage Works not described or depicted in Schedule B, or
 - 3.6.2 Additional or revised information becoming available for any Sewage Works or Equipment described in Schedule B of this Approval.

- 3.7 The notifications required in condition 3.4 and 3.6 shall be submitted to the Director using the Director Notification Form.
- 3.8 The Owner shall ensure that an ESC plan is prepared, and temporary ESC measures are installed in advance of and maintained during any construction activity on the Authorized System, subject to the following conditions:
- 3.8.1 Inspections of ESC measures are to be conducted at a frequency specified per the ESC plan, for dry weather periods (active and inactive construction phases), after Significant Storm Events and Significant Snowmelt Events, and after any extreme weather events.
- 3.8.2 Any deficiencies shall be addressed, and any required maintenance actions(s) shall be undertaken as soon as practicable once they have been identified.
- 3.8.3 Inspections and maintenance of the temporary ESC measures shall continue until they are no longer required.
- 3.8.4 The ESC plan, ESC measures and its installation, inspections and maintenance shall have regard to at least one of the following:
- a) CSA W202 Erosion and Sediment Control Inspection and Monitoring Standard, as amended from time to time;
 - b) Erosion and Sediment Control Guideline for Urban Construction (2019), as amended from time to time, prepared by the Toronto Region Conservation Authority; or
 - c) CSA W208 Erosion and Sediment Control Installation and Maintenance, as amended from time to time.
- 3.9 The Owner shall ensure that records of inspections required by this Approval during any construction activity, including those required under condition 3.8:
- 3.9.1 Include the name of the inspector, date of inspection, visual observations, and the remedial measures, if any, undertaken to maintain the temporary ESC measures.
- 3.9.2 Be retained with records relating to the Alteration that the construction relates to, such as the form required in conditions 4.3.1, 5.4.1, 6.9.1, or 7.6.1 of Schedule D, or the Schedule C Notice.

3.9.3 Be retrievable and made available to the Ministry upon request.

3.10 The document(s) or file(s) referenced in Table B1 of Schedule B of this Approval shall:

3.10.1 Be retained by the Owner;

3.10.2 Include at a minimum:

- a) Identification of the type of Sewers in the Municipal Sewage Collection System (e.g., Separate Sewer; Combined Sewer; Partially Separated Sewer; Nominally Separate Sewer) including:
 - i Location of Sewers relative to street names or easements;
 - ii Sewer and/or forcemain diameters;
 - iii Identification of pumping stations and storage structures, including asset IDs;
 - iv Identification of SSO and/or CSO locations, including asset IDs;
 - v Identification of small-bore systems, if any; and
 - vi Identification of any source protection Vulnerable Areas.

3.10.3 Be updated to include:

- a) Alterations authorized under Schedule D of this Approval or through a Schedule C Notice within twelve (12) months of the Alteration being placed into service.
- b) Updates to information contained in the document(s) or files(s) not associated with an Alteration within twelve (12) months of becoming aware of the updated information.

3.11 An Alteration is not authorized under Schedule D of this ECA for projects that impact Indigenous treaty rights or asserted rights where:

3.11.1 The project is on Crown land or would alter access to Crown land;

3.11.2 The project is in an open or forested area where hunting, trapping or plant gathering occur;

- 3.11.3 The project involves the clearing of forested land unless the clearing has been authorized by relevant municipal, provincial, or federal authorities, where applicable;
- 3.11.4 The project alters access to a water body;
- 3.11.5 The proponent is aware of any concerns from Indigenous communities about the proposed project and these concerns have not been resolved; or
- 3.11.6 Conditions respecting Indigenous consultation in relation to the project were placed in another permit or approval and have not been met.
- 3.12 No less than 60 days prior to construction associated with an Alteration the Director may notify the Owner in writing that a project is not authorized through Schedule D of this ECA where:
 - 3.12.1 Concerns regarding treaty rights or asserted rights have been raised by one or more Indigenous communities that may be impacted by the Alteration; or
 - 3.12.2 The Director believes that it is in the public interest due to site specific, system specific, or project specific considerations.
- 3.13 Where an Alteration is not authorized under condition 3.11 or 3.12 above:
 - 3.13.1 An application respecting the Alteration shall be submitted to the Ministry; and,
 - 3.13.2 The Alteration shall not proceed unless:
 - a) Approval for the Alteration is granted by the Ministry (i.e., a Schedule C Notice); or,
 - b) The Director provides written notice that the Alteration may proceed in accordance with conditions in Schedule D of this ECA.

4.0 Authorizations of Future Alterations for Separate Sewers, Nominally Separate Sewers and Forcemains - Additions, Modifications, Replacements and Extensions

- 4.1 The Owner or a Prescribed Person may alter the Authorized System by adding, modifying, replacing, or extending a Separate Sewer, Nominally Separate Sewer or forcemain within the Authorized System subject to the following conditions and condition 4.2 below:

- 4.1.1 The design of the addition, modification, replacement, or extension:
- a) Has been prepared by a Licensed Engineering Practitioner;
 - b) Has been designed only to collect and transmit Sewage and has not been designed to treat Sewage;
 - c) Satisfies the Design Criteria or any municipal criteria that have been established that exceed the minimum requirements set out in the Design Criteria;
 - d) Is consistent with or otherwise addresses the design objectives contained within the Design Guidelines for Sewage Works; and
 - e) Includes design considerations to protect sources of drinking water, including those set out in the Standard Operating Policy for Sewage Works, and any applicable local Source Protection Plan policies.
- 4.1.2 The addition, modification, replacement, or extension shall be designed so that it will:
- a) Not cause overflows or backups nor increase surcharging at any maintenance holes or privately owned infrastructure (e.g., service connections to basements) connected to the Authorized System or any Municipal Sewage Collection System connected to it;
 - b) Provide smooth flow transition to existing gravity Sewers; and
 - c) Not increase the generation of sulfides and other odorous compounds in the Municipal Sewage Collection System.
- 4.1.3 The maximum discharge/generation of Sewage by users who will be served by the addition, modification, replacement, or extension will not result in:
- a) An exceedance of the Authorized System hydraulic capacity, STP Uncommitted Reserve Hydraulic Capacity, or the downstream Pumping Station Capacity as specified in this Approval;
 - b) Adverse Effects;
 - c) Any increase in Collection System Overflows that is not offset by measures; or

- d) Any increase in the frequency or volume of STP Bypasses or STP Overflows that is not offset by measures.
- 4.1.4 The addition, modification, replacement, or extension is wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent municipality respecting the Alteration and resulting Sewage Works.
- 4.1.5 The Owner consents in writing to the addition, modification, replacement, or extension.
- 4.1.6 A Licensed Engineering Practitioner has verified in writing that the addition, modification, replacement, or extension meets the requirements of conditions 4.1.1 a) to d).
- 4.1.7 The Owner has verified in writing that the addition, modification, replacement, or extension has complied with inspection and testing requirements in the Design Criteria.
- 4.1.8 The Owner has verified in writing that the addition, modification, replacement, or extension meets the requirements of conditions 4.1.4 e) and 4.1.2 to 4.1.6.
- 4.2 The Owner or a Prescribed Person is not authorized to undertake an Alteration described above in condition 4.1 where the Alteration relates to the addition, modification, replacement or extension of a Separate Sewer, Nominally Separate Sewer, or forcemain that:
 - 4.2.1 Passes under or through a body of surface water unless trenchless construction methods are used, or the local Conservation Authority has authorized an alternative construction method.
 - 4.2.2 Has a nominal diameter greater than 750 mm for a Separate Sewer or Nominally Separate Sewer.
 - 4.2.3 Has a nominal diameter greater than 350 mm for a forcemain.
 - 4.2.4 Is a Combined Sewer or Partially Separated Sewer.
 - 4.2.5 Connects to another Municipal Sewage Collection System, unless:
 - a) Prior to construction, the Owner of the Authorized System obtains written consent from the Owner or Owner's delegate of the Municipal Sewage Collection System being connected to; and
 - b) The Owner of the Authorized System retains a copy of the written consent from the Owner or Owner's delegate of the

Municipal Sewage Collection System being connected to as part of the record that is recorded and retained under condition 4.3.

- 4.2.6 Creates a new discharge point to the Natural Environment.
- 4.2.7 Is part of an Undertaking in respect of which:
 - a) A request under s.16(6) of the EAA has been made, namely a request that the Minister make an order under s.16;
 - b) The Minister has made an order under s.16; or
 - c) The Director under that EAA has given notice under s.16.1 (2) that the Minister is considering making an order under s.16.
- 4.3 The consents and verifications required in conditions 4.1 and 4.2, if applicable, shall be:
 - 4.3.1 Recorded on Form SS1 prior to the Separate Sewer, Nominally Separate Sewer or forcemain addition, modification, replacement, or extension being placed into service; and
 - 4.3.2 Retained for a period of at least ten (10) years by the Owner.
- 4.4 For greater certainty, the verification requirements set out in condition 4.3 do not apply to any Alteration in respect of the Authorized System which:
 - 4.4.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or
 - 4.4.2 Constitutes maintenance or repair of the Authorized System.

5.0 Authorizations of Future Alterations for Combined Sewers, Partially Separated Sewers and Combined Sewage Storage Tanks and Storage Structures

- 5.1 Subject to conditions 5.2 and 5.3, the Owner or a Prescribed Person may alter the Combined Sewers, Partially Separated Sewers and combined Sewage storage tanks and storage structures in the Authorized System by:
 - 5.1.1 Modifying or replacing Combined Sewers, Partially Separated Sewers, overflow Regulators and/or outfalls if the purpose of the project is to restore the Sewage Works to good condition.
 - 5.1.2 Replacing Combined Sewers with Separate Sewers for Stormwater and sanitary Sewage.

- 5.1.3 Modify or replace Combined Sewers, Partially Separated Sewers, overflow regulators, outfalls, or combined Sewage storage tanks, provided that:
- a) The Alteration is designed in such a manner that will contribute to the ultimate attainment of the capture and treatment for an Average Year all the Dry Weather Flow plus a minimum of 90% of the volume resulting from Wet Weather Flow that is above Dry Weather Flow;
 - b) The volume control criterion described in 5.1.3 a) is applied:
 - i For a consecutive seven (7) month period commencing within fifteen (15) calendar days of April 1; and
 - ii To the flows collected by the Authorized System immediately above each Collection System Overflow location unless it can be shown through modelling that the criterion is being achieved on a system-wide basis.
 - c) The Alteration is designed in a manner that will not increase CSO volumes above existing levels at each outfall except where the increase is due to the elimination of upstream CSO outfalls as part of the Alteration; and
 - d) During the remainder of the year following the seven (7) month period described in condition 5.1.3 b) above, at least the same storage and treatment capacity are maintained for treating Wet Weather Flow.
- 5.1.4 Add oversized pipes provided they are designed to alleviate local / neighbourhood basement flooding and the Alteration satisfies condition 5.1.3 a), b), c), and d).
- 5.2 Any Alteration to the Authorized System authorized under condition 5.1 is subject to the following conditions:
- 5.2.1 The design of the Alteration shall:
- a) Be prepared by a Licensed Engineering Practitioner;
 - b) Be designed only to collect and transmit Sewage and shall not be designed to treat Sewage;
 - c) Satisfy the Design Criteria or any municipal criteria that have been established that exceed the minimum requirements set out in the Design Criteria;

- d) Be consistent with or otherwise address the design objectives contained within the Design Guidelines for Sewage Works; and
- e) Include design considerations to protect sources of drinking water, including those set out in the Standard Operating Policy for Sewage Works and any applicable local Source Protection Plan policies.

5.2.2 The design of the Alteration shall be:

- a) Undertaken in accordance with a Pollution Prevention and Control Plan; or
- b) If no Pollution Prevention and Control Plan is available, undertaken in accordance with an interim detailed plan for the local sewershed that:
 - i Describes the location, frequency, and volume of the CSOs, as well as the concentrations and mass pollutant loadings resulting from CSOs from the study area.
 - ii Includes the following minimum information:
 - 1. Location and physical description of CSO outfalls in the Authorized System, Collection System Overflows at pumping stations in Emergency Situations, STP Bypass and STP overflows locations;
 - 2. Location and identification of receiving water bodies, including sensitive receivers, for all Combined Sewer outfalls;
 - 3. Authorized System flow and STP treatment component capacities, present and future expected peak flow rates during dry weather and wet weather;
 - 4. Capacity of all regulators; and
 - 5. Location of cross connections between Sewage and Stormwater infrastructure.
 - iii Is intended to reduce the overall CSO volume, frequency, duration, or by-pass of treatment in the Authorized and/or municipal STP; and

- iv If there is a temporary Storm Sewer connection to a combined system as part of a Combined Sewer separation project, the construction plan includes a timeline to disconnect the Storm Sewer to a separated storm outlet.

5.2.3 The Alteration shall not result in:

- a) An exceedance of hydraulic capacity of the Authorized System, STP Uncommitted Reserve Hydraulic Capacity, or the Pumping Station Capacity as specified in this Approval;
- b) Adverse Effects;
- c) Any increase in Collection System Overflows that is not offset by measures elsewhere in the Authorized System; or
- d) Any increase in the frequency and/or volume of STP Bypasses or STP Overflows that is not offset by measures.

5.2.4 Where replacement of pipes to achieve Combined Sewer separation has been authorized under conditions 5.1.2 or 5.1.3, the following conditions apply:

- a) Stormwater quantity, quality and water balance control shall be provided such that Combined Sewer separation shall not result in an overall increase in pollutants discharged to the Natural Environment;
- b) Any new Storm Sewers that result from the Combined Sewer separation can be constructed but not operated until the proposed Stormwater Management Facilities designed to satisfy condition 5.2.4 a) are in operation; and
- c) Where any temporary structures have been installed to facilitate Combined Sewer separation, the Owner shall ensure that immediately upon Completion of the Combined Sewer separation, the temporary structure connection shall be disconnected and decommissioned.

5.2.5 The Alteration shall:

- a) Not cause overflows or backups nor increase surcharging at any maintenance holes or privately owned infrastructure (e.g., service connections to basements) connected to the Authorized System or any Municipal Sewage Collection System connected to it;

- b) Provide smooth flow transition to existing gravity sewers; and
 - c) Not increase the generation of sulfides and other odorous compounds in the Authorized System.
- 5.2.6 The Alteration is wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent municipality respecting the Alteration and resulting Sewage Works.
- 5.2.7 The Owner consents in writing to the Alteration authorized under condition 5.1.
- 5.2.8 A Licensed Engineering Practitioner has verified in writing that the Alteration authorized under condition 5.1 meets the design requirements of conditions 5.2.1 a) to e) and to 5.2.2.
- 5.2.9 The Owner has verified in writing that the Alteration authorized under condition 5.1 has complied with inspection and testing requirements in the Design Criteria.
- 5.2.10 The Owner has verified in writing that the Alteration authorized under condition 5.1 meets the requirements of conditions 5.2.1 f) and 5.2.3 to 5.2.8.
- 5.3 The authorization in condition 5.1 does not apply:
 - 5.3.1 To the modification or replacement of a Combined Sewer or Partially Separated Sewer that has a nominal diameter greater than 750 mm.
 - 5.3.2 To the modification or replacement of a Combined Sewer or Partially Separated Sewer that connects to another Municipal Sewage Collection System, unless:
 - a) Prior to construction, the Owner of the Authorized System seeking the connection obtains written consent from the Owner or Owner's delegate of the Municipal Sewage Collection System being connected to; and
 - b) The Owner of the Authorized System retains a copy of the written consent from the Owner or Owner's delegate of the Municipal Sewage Collection System being connected to as part of the record that is recorded and retained under condition 5.4.
 - 5.3.3 Where the Alteration would create a new discharge point to the Natural Environment.

- 5.3.4 Where the Alteration would result in the addition of a new combined Sewage storage tank in the Authorized System.
- 5.4 The consents and verifications required in conditions 5.2.7 to 5.2.10, and 5.3.2 if applicable, shall be:
 - 5.4.1 Recorded on Form CS1, prior to the Combined Sewer or Partially Separated Sewer modification or replacement being placed into service; and
 - 5.4.2 Retained for a period of at least ten (10) years by the Owner.
- 5.5 For greater certainty, the verification requirements set out in condition 5.4 do not apply to any Alteration in respect of the Authorized System which:
 - 5.5.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or,
 - 5.5.2 Constitutes maintenance or repair of the Authorized System.

6.0 Authorizations of Future Alterations to Components of the Municipal Sewage Collection System

- 6.1 The Owner or a Prescribed Person may make the following Alterations to the Authorized System subject to conditions 6.4 through 6.7:
 - 6.1.1 Adding, modifying, or replacing storage the following components of Sewage pumping stations, Separate Sewers, or Nominally Separate Sewers:
 - a) In-line and/or off-line storage to manage peak flow / inflow and infiltration that does not require pumping;
 - b) Off-line storage to manage peak flow / inflow and infiltration that only requires electricity to empty the structure;
 - c) Any associated Equipment for cleaning; and
 - d) All Appurtenances associated with in-line or off-line storage facilities, including odour, and corrosion control.
 - 6.1.2 Modifying existing Sewage pumping stations and odour control units / Facilities, including adding, replacing, or modifying the following components:
 - a) Pumps, including replacement parts, in an existing pumping system;
 - b) Grinders and screens;

- c) Aeration and/or mixing Equipment;
- d) Chemicals and associated Equipment and tanks (including secondary containment);
- e) Odour and corrosion control structures;
- f) Instrumentation and controls;
- g) Discharge and process piping;
- h) Valves;
- i) Wet-wells; and
- j) Fat, oil, and grease separators (FOGs).

6.1.3 Adding new Sewage pumping stations, where they:

- a) Are designed to transmit a Peak Hourly Flow of no greater than 30 L/s;
- b) Include emergency stand-by power, Spill containment, and emergency alarms (SCADA, if applicable);
- c) Include emergency storage designed to provide at minimum two (2) hours of response time at peak design flow;
- d) Include odour and corrosion control, as applicable;
- e) Would serve a new residential development (or new phased residential development), which may include existing residential development that has no Combined or Partially Separated Sewers;
- f) Are designed to only collect sanitary Sewage and not Stormwater; and
- g) Do not include an emergency sanitary overflow or piping to a municipal Stormwater management system or a natural receiver to prevent the discharge to the Natural Environment.

6.1.4 Adding, modifying, or replacing Equipment associated with Real-time Control Systems, where:

- a) The Equipment is designed and implemented as part of the Owner's CSO reduction strategy or to optimize use of Sewage Works comprising the Authorized System;

- b) The Real-Time Control System is designed and integrated with fail-safe procedures such that they are automatically activated when the requirements of the current mode of operation cannot be met;
 - c) Risk management procedures are in place or will be in place prior to use of the Real-time Control System; and
 - d) Station alarms to control center are in place or will be in place prior to use of the Real-time Control System.
- 6.1.5 Adding, modifying, replacing, or removing chemical storage tanks (including fuel storage tanks) with Spill containment and associated Equipment.
- 6.1.6 Adding, modifying, replacing, or removing Motor Control Centre (MCC) and/or associated electrical.
- 6.2 The Owner or a Prescribed Person may alter the Authorized System by adding, modifying, replacing, or removing the following components subject to conditions 6.4 through 6.7:
 - 6.2.1 Valves and their associated controls installed for maintenance purposes;
 - 6.2.2 Instrumentation for monitoring and controls, including SCADA systems, and hardware associated with these monitoring devices;
 - 6.2.3 Spill containment works for chemicals used within the Authorized System;
 - 6.2.4 Chemical metering pumps and chemical handling pumps;
 - 6.2.5 Measuring and monitoring devices that are not required by regulation, by a condition in this Approval, or by a condition otherwise imposed by the Ministry;
 - 6.2.6 Process piping within a Sewage pumping station, storage tank, or other structures; and
 - 6.2.7 Valve chambers or maintenance holes.
- 6.3 The Owner or a Prescribed Person may alter the Authorized System by adding, modifying, or replacing the following components subject to conditions 6.4 through 6.7:

- 6.3.1 Measuring and monitoring devices that are required by regulation, by a condition in this Approval, or by a condition otherwise imposed by the Ministry.
- 6.4 The design of the Alteration shall:
 - 6.4.1 Be prepared by a Licensed Engineering Practitioner, where the Alteration falls within the practice of professional engineering as defined in the *Professional Engineers Act*, R.S.O. 1990;
 - 6.4.2 Be consistent with or otherwise address the design objectives contained within the Design Guidelines for Sewage Works; and
 - 6.4.3 Include design considerations to protect sources of drinking water, such as those included in the Standard Operating Policy for Sewage Works, and any applicable local Source Protection Plan policies.
- 6.5 The Alteration shall:
 - 6.5.1 Not cause overflows or backups nor increase surcharging at any maintenance holes or privately owned infrastructure (e.g., service connections to basements) connected to the Authorized System or any Municipal Sewage Collection System connected to it;
 - 6.5.2 Provide smooth flow transition to existing gravity Sewers;
 - 6.5.3 Not increase the generation of sulfides and other odourous compounds in the Authorized System; and
 - 6.5.4 Be wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent municipality respecting the Alteration and resulting Sewage Works.
- 6.6 Any Alteration of the Authorized System made under conditions 6.1, 6.2, or 6.3 shall not result in:
 - 6.6.1 Exceedance of hydraulic capacity (including Uncommitted Reserve Hydraulic Capacity, as applicable) of the downstream:
 - a) Municipal Sewage Collection System; or
 - b) Receiving STPs.
 - 6.6.2 Exceedance of any downstream Pumping Station Capacity as specified in Schedule B of this Approval.

- 6.6.3 An increase in the capacity of an existing Pumping Station Capacity of greater than 30%.
- 6.6.4 Any increase in Collection System Overflows that is not offset by measures taken elsewhere in the Authorized System.
- 6.6.5 Any increase in the frequency and/or volume of STP Bypasses or STP Overflows that is not offset by measures.
- 6.6.6 Deterioration of the normal operation of municipal STPs and/or the Authorized System.
- 6.6.7 A negative impact on the ability to undertake monitoring necessary for the operation of the Authorized System.
- 6.6.8 Adverse Effects.
- 6.7 The Alteration is subject to the following conditions:
 - 6.7.1 The Owner consents in writing to the Alteration.
 - 6.7.2 The person responsible for the design has verified in writing that the Alterations meets the requirements of conditions 6.4.1 and 6.4.2, as applicable.
 - 6.7.3 The Owner has verified in writing that the Alteration meets the requirements of conditions 6.4.3, 6.7.1, and 6.7.2.
- 6.8 The Owner shall verify in writing that any Alteration of the Authorized System in accordance with conditions 6.1 or 6.2 has met the requirements of the conditions listed in conditions 6.5 and 6.6.
- 6.9 The consents, verifications and documentation required in conditions 6.7 and 6.8 shall be:
 - 6.9.1 Recorded on Form SS2 prior to undertaking the Alteration; and
 - 6.9.2 Retained for a period of at least ten (10) years by the Owner.
- 6.10 For greater certainty, the verification requirements set out in condition 6.9 do not apply to any Alteration in respect of the Authorized System which:
 - 6.10.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or
 - 6.10.2 Constitutes maintenance or repair of the Authorized System, including changes to software for an existing SCADA system resulting from Alterations authorized in condition 6.2.

- 6.11 The Owner shall update, within twelve (12) months of the Alteration of the Sewage Works being placed into service, any drawings maintained for the Municipal Sewage Collection System to reflect the Alterations of the Sewage Works, where applicable.

7.0 Authorizations of Future Alterations to Equipment with Emissions to the Air

- 7.1 The Owner and a Prescribed Person may alter the Authorized System by adding, modifying, or replacing the following Equipment in the Municipal Sewage Collection System:
- 7.1.1 Venting for odour control using solid scavenging or carbon adsorption units;
 - 7.1.2 Venting for odour control by replacing existing biofiltration or wet air scrubbing systems, including any components, with Equipment of the same or better performance characteristics; and
 - 7.1.3 Emergency generators that fire No. 2 fuel oil (diesel fuel) with a sulphur content of 0.5 per cent or less measured by weight, natural gas, propane, gasoline, or biofuel, and that are used for emergency duty only with periodic testing.
- 7.2 Any Alteration of the Municipal Sewage Collection System made under condition 7.1 that may discharge or alter the rate or manner of a discharge of a Compound of Concern to the atmosphere is subject to the following conditions:
- 7.2.1 The Owner shall, at all times, take all reasonable measures to minimize odorous emissions and odour impacts from all potential sources at the Facility.
 - 7.2.2 The Owner shall ensure that the noise emissions from the Facility comply with the limits set out in Publication NPC-300.
 - 7.2.3 The Owner shall ensure that the vibration emissions from the Facility comply with the limits set out in Publication NPC-207.
- 7.3 The Owner shall not add, modify, or replace Equipment in the Municipal Sewage Collection System as set out in condition 7.1 unless the Equipment performs an activity that is directly related to municipal Sewage collection and transmission.
- 7.4 The emergency generators identified in condition 7.1.3 shall not be used for non-emergency purposes (excluding generator testing) including the generation of electricity for sale or for peak shaving purposes.

- 7.5 The Owner shall verify in writing that any addition, modification, or replacement of Equipment in accordance with condition 7.1 has met the requirements of the conditions listed in conditions 7.2, 7.3, and 7.4.
- 7.6 The verifications and documentation required in condition 7.5 shall be:
- 7.6.1 Recorded on Form A1 prior to the additional, modified or replacement Equipment being placed into service; and
- 7.6.2 Retained for a period of at least ten (10) years by the Owner.
- 7.7 For greater certainty, the verification and documentation requirements set out in condition 7.5 and 7.6 do not apply to any addition, modification, or replacement in respect of the Authorized System which:
- 7.7.1 Is exempt from the requirements of the EPA, or for Equipment that is exempt from s.9 of the EPA under O. Reg. 524/98; or
- 7.7.2 Constitutes maintenance or repair of the Authorized System.

8.0 Previously Approved Sewage Works

- 8.1 If approval for an Alteration to the Authorized System was issued under the EPA and is revoked by this Approval, the Owner may make the Alteration in accordance with:
- 8.1.1 The terms of this Approval; or
- 8.1.2 The terms and conditions of the revoked approval as of the date this approval was issued, provided that the Alteration is commenced within five (5) years of the date that the revoked approval was issued.

9.0 Transition

- 9.1 An Alteration of the Authorized System is exempt from the requirements in clause (c) of condition 4.1.1 and clause (c) of condition 5.2.1 where:
- 9.1.1 Effort to undertake the Alteration, such as tendering or commencement of construction of the Sewage Works associated with the Alteration, begins on or before May 19, 2023.
- 9.1.2 The design of the Alteration conforms to the Design Guidelines for Sewage Works;
- 9.1.3 The design of the Alteration was completed on or before the issue date of this Approval or a Class Environmental Assessment was

completed for the Alteration and changes to the design result in significant cost increase or significant project delays; and

- 9.1.4 The Alteration would be otherwise authorized under this Approval.

Schedule E: Operating Conditions

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 General Operations

- 1.1 The Owner shall ensure that, at all times, the Sewage Works comprising the Authorized System and the related Equipment and Appurtenances used to achieve compliance with this Approval are properly operated and maintained.
- 1.2 Prescribed Persons and Operating Authorities shall ensure that, at all times, the Sewage Works under their care and control and the related Equipment and Appurtenances used to achieve compliance with this Approval are properly operated and maintained.
- 1.3 In conditions 1.1 and 1.2 “properly operated and maintained” includes effective performance, adequate funding, adequate operator staffing and training, including training in applicable procedures and other requirements of this Approval and the EPA, OWRA, CWA, and regulations, adequate laboratory services, process controls and alarms and the use of process chemicals and other substances used in the Authorized System.

2.0 Duties of Owners and Operating Authorities

- 2.1 The Owner, Prescribed Persons and any Operating Authority shall ensure the following:
 - 2.1.1 At all times that the Sewage Works within the Authorized System are in service the Sewage Works are:
 - a) Operated in accordance with the requirements under the EPA and OWRA, and
 - b) Maintained in a state of good repair.
 - 2.1.2 The Authorized System is operated by persons having the training or expertise for their operating functions that is required by O. Reg. 129/04 (Licensing of Sewage Works Operators) under the OWRA and this Approval.

- 2.1.3 All sampling, testing, monitoring, and reporting requirements under the EPA and this Approval that relate to the Authorized System are complied with.
- 2.1.4 Any person who is operating the Sewage Works within the Authorized System is supervised by an operator-in-charge as described in O. Reg. 129/04 under the OWRA.
- 2.2 For clarity, the requirements outlined in the above conditions 2.1.1 through 2.1.4 for Prescribed Persons and any Operating Authority only apply to Sewage Works within the Authorized System where they are responsible for the operation.
- 2.3 The Owner, Prescribed Persons and Operating Authority shall take all reasonable steps to minimize and ameliorate any Adverse Effect on the Natural Environment or impairment of the quality of water of any waters resulting from the operation of the Authorized System, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.

3.0 Operations and Maintenance

3.1 Inspection

- 3.1.1 The Owner shall ensure that all Sewage Works within the Authorized System are inspected at the frequency and in accordance with procedures set out in their O&M Manual.
- 3.1.2 The Owner shall ensure that:
 - a) Any pumping stations, combined Sewage storage tanks, and any Collection System Overflow within the Authorized System as of the date of issuance of this Approval are inspected at least once per calendar year starting the year after the O&M Manual is required to be prepared and implemented as per condition 3.2.1 in Schedule E of this Approval, and more frequently if required by the O&M Manual; and
 - b) Any pumping stations, combined Sewage storage tanks, and any Collection System Overflow established or replaced within the Authorized System after the date of issuance of this Approval are inspected within one year of being placed into service and thereafter once per calendar year and more frequency if required by the O&M Manual.
- 3.1.3 The inspection of the combined Sewage storage tanks required in condition 3.1.2 shall include physical inspection at the Point of

Entry, including looking for signs of unplanned discharges from Wet Weather Flow and Dry Weather Flow.

3.1.4 The Owner shall clean and maintain Sewage Works within the Authorized System to ensure the Sewage Works perform as designed.

3.1.5 The Owner shall maintain records of the results of the inspections required in condition 3.1.1, 3.1.2, and 3.1.3, monitoring (if applicable) and any cleaning and maintenance operations undertaken, and shall make available the records for inspection by the Ministry upon request. The records shall include the following:

- a) Asset ID and name of the Sewage Works;
- b) Date and results of each inspection, maintenance, or cleaning; and
- c) Name of person who conducted the inspection, maintenance, or the name of the inspecting official, where applicable.

3.2 Operations & Maintenance (O&M) Manual

3.2.1 The Owner shall prepare and implement an operations and maintenance manual for Sewage Works within the Authorized System on or before May 19, 2023, that includes or references, but is not necessarily limited to, the following information:

- a) Procedures for the routine operation of the Sewage Works;
- b) Inspection programs, including the frequency of inspection, and the methods or tests employed to detect when maintenance is necessary;
- c) Maintenance and repair programs, including:
 - i The frequency of maintenance and repair for the Sewage Works.
 - ii Clean out requirements for any storage or overflow tanks, if applicable.
- d) Operational and maintenance requirements to protect sources of drinking water, such as those included in the Standard Operating Policy for Sewage Works, and any applicable local Source Protection Plan policies;

-
- e) Procedures for routine physical inspection and checks of controlling systems (e.g., SCADA) to ensure the mechanical integrity of Equipment and its accuracy on the controlling system.
 - f) Procedures for preventing odours and odour impacts;
 - g) Procedures for calibration of monitoring Equipment (e.g., flow, level, pressure);
 - h) Emergency Response, Spill Reporting and Contingency Plans and Procedures for dealing with Equipment breakdowns, potential Spills and any other abnormal situations, including notification to the SAC, the Medical Officer of Health, and the District Manager, as applicable;
 - i) Procedures for receiving, responding and recording public complaints, including recording any follow-up actions taken; and
 - j) As-built drawings or record drawings of the Sewage Works.
- 3.2.2 The Owner shall review and update the O&M Manual and ensure that operating staff have access, as per O. Reg 129/04 (Licensing of Sewage Works Operators) under the OWRA. Upon request, the Owner shall make the O&M Manual available to Ministry staff.
- 3.2.3 The Owner shall revise the O&M Manual to include procedures necessary for the operation and maintenance of any Sewage Works within the Authorized System that are established, altered, extended, replaced, or enlarged after the date of issuance of this approval prior to placing into service those Sewage Works.
- 3.2.4 For greater certainty, the O&M Manual may be a single document or a collection of documents that, when considered together, apply to all parts of the Authorized System.
- 3.3 Collection System Overflows
- 3.3.1 Any CSO at a point listed in Table B4 of Schedule B is considered a Class 1 approved discharge type Spill under O.Reg.675/98:
- a) Where the CSO is as a result of wet weather events when the designed capacity of the Authorized System is exceeded;
 - b) Where the CSO is a direct and unavoidable result of a planned repair and/or maintenance procedure, the Owner has notified the Local Ministry Office fifteen at least (15) calendar days

prior to the CSO and the Local Ministry Office has provided written consent of the CSO; or

- c) Where the CSO is planned for research or training purposes, the Owner has notified the Local Ministry Office fifteen at least (15) calendar days prior to the CSO and the Local Ministry Office has provided written consent of the CSO.

3.3.2 Any SSO at a point listed in Table B5 of Schedule B is considered a Class 1 approved discharge type Spill under O.Reg. 675/98:

- a) Where the SSO is a direct and unavoidable result of a planned repair or maintenance procedure and the Owner has notified the Local Ministry Office at least fifteen (15) calendar days prior to the SSO and the Director for the purposes of s.4 of O. Reg. 675/98 under the EPA has provided written consent of the SSO; or
- b) Where the SSO is planned for research or training purposes, the Owner has notified the Local Ministry Office at least fifteen (15) calendar days prior to the SSO and the Director for the purposes of s.4 of O. Reg. 675/98 under the EPA has provided written consent of the SSO.

3.3.3 On or before May 19, 2025, the Owner shall establish signage to notify the public, at the nearest publicly accessible point(s) downstream of any CSO outfall location identified in Schedule B, Table B4, and any SSO when the overflow is piped to a specified outlet point. If the nearest publicly accessible point is more than 100m away, then signage shall be established at the CSO or SSO outfall location. The signage shall include the following minimum information:

- a) Type of Collection System Overflow;
- b) Identification of potential hazards and limitations of water use, as applicable;
- c) ECA number and/or asset ID; and
- d) The Owner's contact information.

3.4 Monitoring

3.4.1 For a Collection System Overflow that occurs at a designated location, the following conditions apply:

- a) For CSO storage tanks/facilities listed in Table B3, the Owner shall:
- i On or before November 19, 2022 or within six (6) months of the date of the publication of the Ministry's monitoring guidance, whichever is later, collect a composite sample of the combined Sewage from the CSO tank whenever the tank(s) is(are) in operation. If there is more than one tank, the tank nearest to the discharge point shall be sampled. The composite sample shall consist, at a minimum, of one sample at the beginning of the Event, and one sample at approximately every 8-hours until the end of the Event. The composite sample shall be analyzed, at a minimum, for Biochemical Oxygen Demand (BOD) (or Chemical Oxygen Demand (COD) if agreed upon by the District Manager), total suspended solids, total phosphorus and total Kjeldahl nitrogen. If the CSO continues for more than one day, multiple composite samples are allowed.
 - ii If 3.4.1 a) i) cannot be achieved, then surrogate sampling may be used to determine the contamination concentrations of the discharge CSO tank overflow, at a minimum, for BOD (or COD), total suspended solids, total phosphorus and total Kjeldahl nitrogen. The methodology in determining, applying, and analyzing surrogate sampling shall be proposed by the Owner and subject to the written approval of the District Manager.
- b) For CSO regulator structures listed in Table B2, and for any CSO or SSO locations listed under Table B4 or Table B5, the Owner shall:
- i On or before November 19, 2022 or within six (6) months of the date of publication of the Ministry's monitoring guidance, whichever is later, take at least one (1) grab sample, for BOD (or COD, if agreed upon by the District Manager), total suspended solids, total phosphorus, total Kjeldahl nitrogen, and E. Coli, or
 - ii On or before November 19, 2022 or within six (6) months of the date of publication of the Ministry's monitoring guidance, whichever is later, use surrogate sampling to determine the Contaminant concentrations of the discharged Collection System Overflow, at a minimum, for BOD (or COD), total suspended solids, total phosphorus, total Kjeldahl nitrogen, and E. Coli. The

methodology in determining, applying, and analyzing surrogate sampling shall be proposed by the Owner and subject to the written approval of the District Manager.

- c) The Owner shall use the Event discharged volume and the concentrations as determined in condition 3.4.1 to calculate the loading to the Natural Environment for each parameter.

3.4.2 For any Spill of Sewage that does not meet 3.4.1 a) or b):

- a) Where practicable, take a least one (1) grab sample, for BOD (or COD, if agreed upon by the District Manager), total suspended solids, total phosphorus, total Kjeldahl nitrogen, and E. Coli
- b) The Owner shall use the discharged volume, where possible, and the concentrations as determined in condition 3.4.2 a) to calculate the loading to the Natural Environment for each parameter.

3.4.3 If COD sampling was completed, the equivalent BOD values are required to be included with the data reported to the Ministry.

3.4.4 The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following documents and all analysis shall be conducted by a laboratory accredited to the ISO/IEC:17025 standard or as directed by the District Manager:

- a) Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only)", as amended from time to time.
- b) The Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version 2.0" (January 2016), as amended from time to time.
- c) The publication "Standard Methods for the Examination of Water and Wastewater", as amended from time to time.

4.0 Reporting

4.1 The Owner shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.

4.2 Collection System Overflows

- 4.2.1 If the Collection System Overflow meets the criteria listed in condition 3.3.1 or 3.3.2:
- a) The Owner shall report the Event as a Class 1 approved discharge type Spill as soon as practicable to the Ministry either by a verbal to SAC or in an electronic format if the Ministry makes a system available;
 - b) The Owner shall report the Event to the local Medical Officer of Health in a manner agreed upon with the local Medical Officer of Health;
 - c) The manner of notification to the Ministry shall be in two (2) stages and include, at a minimum, the following information:
 - i The Asset ID, infrastructure description as detailed in Table B5 in Schedule B, the outfall location, and the Point of Entry (as applicable), and the reason(s) for the Event.
 - ii First stage of reporting:
 - a. The date and time (start) of the Event.
 - iii Second stage of reporting (as soon as practicable and may be reported at same time as first stage):
 - a. The date, duration, and time (start and end) of the Event;
 - b. The estimated or measured volume of the Event, accurate to at least +/- 20% of the volume;
 - i. If the volume of the Event is not readily available at the time of the second stage of reporting, the estimated volume can be provided to the Ministry within seven (7) calendar days of the second stage of reporting;
 - c. If any, summary of complaints, observed adverse impacts, any additional sampling obtained, disinfection, and any corrective measures taken;
 - d) Upon request of the local office, the Owner shall within fifteen (15) calendar days of the occurrence of any Collection System Overflow, the Owner shall submit a full written report of the occurrence to the District Manager describing the

cause and discovery of the Collection System Overflow, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation, or an alternate report as agreed to in writing by the District Manager.

4.3 Spills

4.3.1 If the Collection System Overflow does not meet the criteria listed in condition 3.3.1 or 3.3.2, or is otherwise considered a Spill of Sewage:

- a) The Owner shall report the Spill to SAC pursuant to O.Reg.675/98 and Part X of the EPA;
- b) The Owner shall report the Event to the local Medical Officer of Health in a manner agreed upon with the local Medical Officer of Health;
- c) In addition to the obligations under Part X of the Environmental Protection Act, the Owner shall, within fifteen (15) calendar days of the occurrence of any reportable Spill, submit a full written report of the occurrence to the District Manager describing the cause and discovery of the spill or loss, actual/estimated volume of the Spill, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation.

4.4 If the Owner is unable to determine the volume of a Collection System Overflow for the purpose of reporting, the Owner shall develop procedures that enable estimated or measured volumes to be included in the required reporting for any Collection System Overflow occurring on or after May 19, 2023.

4.5 The Owner shall follow the direction of the Ministry and the local Medical Officer of Health regarding any Collection System Overflows.

4.6 The Owner shall prepare an annual performance report for the Authorized System that:

- 4.6.1 Is submitted to the Director on or before March 31st of each year and covers the period from January 1st to December 31st of the preceding calendar year.
- a) For clarity, the first report shall cover the period of January 1st, 2023 to December 31st, 2023 and be submitted to the Director on or before March 31st, 2024.

- b) For the transitional period of January 1, 2022 to December 31, 2022, annual reporting requirements from previous ECAs pertaining to Spills only, where these occurred in the reporting period, and that have been revoked through issuance of this ECA shall apply.
 - i For the transitional period, condition 4.7.2 does not apply.
- 4.6.2 Is also submitted to the District Manager where a Collection System Overflow or Spill of Sewage has occurred in the reporting period.
- 4.6.3 If applicable, includes a summary of all required monitoring data along with an interpretation of the data and any conclusion drawn from the data evaluation about the need for future modifications to the Authorized System or system operations.
- 4.6.4 Includes a summary of any operating problems encountered and corrective actions taken.
- 4.6.5 Includes a summary of all calibration, maintenance, and repairs carried out on any major structure, Equipment, apparatus, mechanism, or thing forming part of the Municipal Sewage Collection System.
- 4.6.6 Includes a summary of any complaints related to the Sewage Works received during the reporting period and any steps taken to address the complaints.
- 4.6.7 Includes a summary of all Alterations to the Authorized System within the reporting period that are authorized by this Approval including a list of Alterations that pose a Significant Drinking Water Threat.
- 4.6.8 Includes a summary of all Collection System Overflow(s) and Spill(s) of Sewage, including:
 - a) Dates;
 - b) Volumes and durations;
 - c) If applicable, loadings for total suspended solids, BOD, total phosphorus, and total Kjeldahl nitrogen, and sampling results for E.coli;
 - d) Disinfection, if any; and

- e) Any adverse impact(s) and any corrective actions, if applicable.
- 4.6.9 Includes a summary of efforts made to reduce Collection System Overflows, Spills, STP Overflows, and/or STP Bypasses, including the following items, as applicable:
- a) A description of projects undertaken and completed in the Authorized System that result in overall overflow reduction or elimination including expenditures and proposed projects to eliminate overflows with estimated budget forecast for the year following that for which the report is submitted.
 - b) Details of the establishment and maintenance of a PPCP, including a summary of project progresses compared to the PPCP's timelines.
 - c) An assessment of the effectiveness of each action taken.
 - d) An assessment of the ability to meet Procedure F-5-1 or Procedure F-5-5 objectives (as applicable) and if able to meet the objectives, an overview of next steps and estimated timelines to meet the objectives.
 - e) Public reporting approach including proactive efforts.
- 4.7 The report described in condition 4.6 shall be:
- 4.7.1 Made available, on request and without charge, to members of the public who are served by the Authorized System; and
 - 4.7.2 Made available, by June 1st of the same reporting year, to members of the public without charge by publishing the report on the Internet, if the Owner maintains a website on the Internet.

5.0 Record Keeping

- 5.1 The Owner shall retain for a minimum of ten (10) years from the date of their creation:
 - 5.1.1 All records, reports and information required by this Approval and related to or resulting Alterations to the Authorized System, and
 - 5.1.2 All records, report and information related to the operation, maintenance and monitoring activities required by this Approval.
- 5.2 The Owner shall update, within twelve (12) months of any Alteration to the Authorized System being placed into service, any drawings maintained for

the Municipal Sewage Collection System to reflect the Alteration of the Sewage Works, where applicable.

6.0 Review of this Approval

- 6.1 No later than the date specified in Condition 1 of Schedule A of this Approval, the Owner shall submit to the Director an application to have the Approval reviewed. The application shall, at minimum:
 - 6.1.1 Include an updated description of the Sewage Works within the Authorized System, including any Alterations to the Sewage Works that were made since the Approval was last issued; and
 - 6.1.2 Be submitted in the manner specified by Director and include any other information requested by the Director.

7.0 Source Water Protection

- 7.1 The Owner shall ensure that any Alteration in the Authorized System is designed, constructed, and operated in such a way as to be protective of sources of drinking water in Vulnerable Areas as identified in the Source Protection Plan, if available.
- 7.2 The Owner shall prepare a "Significant Drinking Water Threat Assessment Report for Proposed Alterations" for the Authorized System on or before May 19, 2023 that includes, but is not necessarily limited to:
 - 7.2.1 An outline of the circumstances under which the proposed Alterations could pose a Significant Drinking Water Threat based on the Director's Technical Rules established under the CWA.
 - 7.2.2 An outline of how the Owner assesses the proposed Alterations to identify drinking water threats under the CWA.
 - 7.2.3 For any proposed Alteration a list of components, Equipment, or Sewage Works that are being altered and have been identified as a Significant Drinking Water Threat.
 - 7.2.4 A summary of design considerations and other measures that have been put into place to mitigate risks resulting from construction or operation of the components, Equipment or Sewage Works identified in condition 7.2.3, such as those included in the Standard Operating Policy for Sewage Works.
- 7.3 The Owner shall make any necessary updates to the report required in condition 7.2 at least once every twelve (12) months.

- 7.4 Any components, Equipment or Sewage Works added to the report required in condition 7.2 shall be include in the report for the operational life of the Sewage Works.
- 7.5 Upon request, the Owner shall make a copy of the report required in condition 7.2 available to the Ministry or Source Protection Authority staff.

8.0 Additional Studies

Assessment of Wet Weather Flows Compared to Dry Weather Flows

8.1 This condition and the following requirements apply where:

- a) The Authorized System has no Combined Sewers or Partiality Separated Sewers; and
- b) There has been one or more of: an STP Overflow, STP Bypass, or Collection System Overflow within the ten (10) year period starting January 1, 2012 and ending December 31, 2021.

The following requirements do not apply if:

- a) The Collection System Overflow is a result of emergency overflows at pumping stations during power outage or Equipment failure; and
- b) There has been no STP Overflow or STP Bypass.

8.1.1 The Owner shall conduct an assessment of Wet Weather Flows compared to the Dry Weather Flows in the Authorized System and/or to the STP(s) described in Schedule A, as per the following conditions:

- a) The assessment shall evaluate available data from the ten (10) year period starting January 1, 2012 and ending December 31, 2021.
- b) The assessment shall be completed and submitted to the Director by November 19, 2023.
- c) In the event that Wet Weather Flows in the ten (10) year period described above have created STP Bypasses or STP Overflows at the STP(s) specified in Schedule A or Collection System Overflows in an Average Year, then the study shall include:
 - i Actions and timelines to meeting the Procedure F-5-1 objectives;

- ii Review of causes of STP Overflow, STP Bypass and/or Collection System Overflow Events, including inflow and infiltration, sewer use, and characteristics of rainfall events, as applicable;
- iii Inspection of the Sewers and bypass structures; and
- iv Identification of any near and/or long-term corrective actions with anticipated timelines.

Assessment of Conformance to Procedure F-5-1 and F-5-5

8.2 This condition and the following requirements apply where:

- a) The Authorized System includes Combined Sewers or Partiality Separated Sewers, and
 - b) The Authorized System experienced a Collection System Overflow, an STP Bypass, or STP Overflow within the ten (10) year period starting January 1, 2012 and ending December 31, 2021.
- 8.2.1 The Owner shall conduct an assessment to demonstrate conformance of the Authorized System to Procedure F-5-1 or Procedure F-5-5, as applicable, in accordance with the following conditions:
- a) The assessment shall:
 - i Be prepared by a Licensed Engineering Practitioner and be submitted to the Director by November 19, 2023;
 - ii Be performed for each of the years 2012 through to 2021;
 - iii Include the number of Collection System Overflows as a result of storms that are not Significant Storm Events for each year;
 - iv Include the estimated length of Combined Sewers and Separate Sewers within the collection system;
 - v Include the date of the most recent PPCP;
 - vi Include the status of each action items specified in the PPCP, as applicable;
 - vii Include a summary of additional action items not specified in a PPCP which have been taken to prevent

Collection System Overflows in the ten (10) year period starting January 1, 2012 and ending December 31, 2021; and

- viii Identify timelines for achieving conformance to Procedure F-5-1 or Procedure F-5-5 objectives, as applicable.

8.2.2 The Owner shall submit a new or updated PPCP to the Director, no later than May 19, 2027, if:

- a) No PPCP exists for the Authorized System, or
- b) The PPCP for the Authorized System is older than ten (10) years as of July 27th, 2022.

8.2.3 The PPCP shall include, at minimum:

- a) Characterization of the Combined Sewer System (CSS) – Monitoring, modeling and other appropriate means shall be used to characterize the CSS and the response of the CSS to precipitation events. The characterization shall be based on the ten (10) year period starting January 1, 2012 and ending December 31, 2021 and include the determination of the location, frequency and volume of the CSOs, concentrations and mass pollutants resulting from CSOs, and identification and severity of suspected CSS deficiencies. Records shall be kept for CCS including the following:
 - i Location and physical description of CSO and SSO outfalls in the collection systems, emergency overflows at pumping stations, and bypass locations at STPs;
 - ii Location and identification of receiving water bodies, including sensitive receivers, for all Combined Sewer outfalls;
 - iii Combined Sewer system flow and STP treatment capacities, present and future (20-year timeframe) expected peak flow rates during dry weather and wet weather;
 - iv Capacity of all regulators;
 - v Location of cross connections between sanitary Sewage and Stormwater infrastructure; and

- vi Location and identification of infrastructure in the CSS where monitoring Equipment is installed.
- b) Operational procedures shall be developed including the following:
 - i Combined Sewer maintenance program; and
 - ii Regulator inspection and maintenance programs.
- c) An examination of non-structural and structural CSO control alternatives that may include:
 - i Source control;
 - ii Inflow/Infiltration reduction;
 - iii Operation and maintenance improvements;
 - iv Control structure improvements;
 - v Collection system improvements;
 - vi Storage technologies;
 - vii Treatment technologies; and
 - viii Sewer separation.
- d) An implementation plan with a schedule of all practical measures to eliminate dry weather overflows and minimize wet weather overflows, as well as an overflow percent reduction target.
 - i The implementation plan shall show how the minimum CSO prevention and control requirements and other criteria in Procedure F-5-5 are being achieved.

8.2.4 The Owner shall ensure that an updated PPCP for the Authorized System is prepared within ten (10) years of the date of that the previous PPCP was finalized.

Sewer Model

8.3 The Owner shall prepare a new/updated Sewer model, within three (3) years of July 27th, 2022, if any of the following pertain to the Authorized System:

8.3.1 It includes Combined Sewers;

- 8.3.2 It services a population greater than 10,000; or
- 8.3.3 The Sewer model for the Authorized System was last updated prior to 2012 and 8.3.1 or 8.3.2 apply.

Schedule F: Residue Management

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-W601
System Name	Town of Edwardsburgh Cardinal Sewage Collection System
ECA Issue Date	July 27th, 2022

1.0 Residue Management System

1.1 Not Applicable:

ENVIRONMENTAL COMPLIANCE APPROVAL For a Municipal Stormwater Management System

ECA Number: 155-S701

Issue Number: 1

Pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E. 19 (EPA), and the regulations made thereunder and subject to the limitations thereof, this environmental compliance approval is issued under section 20.3 of Part II.1 of the EPA to:

Edwardsburgh/Cardinal, The Corporation of the Township of

**18 Centre St P.O. Box 129
Spencerville, ON K0E 1X0**

For the following Sewage Works:

Town of Edwardsburgh Cardinal Stormwater Management System

This Environmental Compliance Approval (ECA) includes the following:

Schedule	Description
Schedule A	System Information
Schedule B	Municipal Stormwater Management System Description
Schedule C	List of Notices of Amendment to this ECA: Additional Approved Works
Schedule D	General
Schedule E	Operating Conditions
Schedule F	Residue Management
Appendix A	Stormwater Management Criteria

Except where specified otherwise, all prior ECAs, or portions thereof, issued by the Director for Sewage Works described in section 1 of Schedule B are revoked and replaced by this Approval.

DATED at TORONTO this 27th day of July, 2022

Signature



Aziz Ahmed, P.Eng.
Director, Part II.1, *Environmental Protection Act*

Schedule A: System Information

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 ECA Information and Mandatory Review Date

ECA Issue Date	July 27th, 2022
Application for ECA Review Due Date	June 15, 2026

- 1.1 Pursuant to section 20.12 of the EPA, the Owner shall submit an application for review of the Approval no later than the Application for ECA Review Date indicated above.

2.0 Related Documents

2.1 Other Documents

Document Title	Version
Design Criteria for Sanitary Sewers, Storm Sewers, and Forcemains for future Alterations Authorized under ECA	v.1 (Apr. 22, 2022)

3.0 Stormwater master Plan and Asset Management Plan

Document Title	Version
Raisin-South Nation Source Protection Plan	v.1 (September 1, 2016)
Johnstown Drainage Master Plan	v.1 (October 2020)

4.0 Operating Authority

System	Operating Authority
Cardinal Storm Water System	Township of Edwardsburgh Cardinal Environmental Services
Johnstown Stormwater System	Township of Edwardsburgh Cardinal Environmental Services
Spencerville Storm Water System	Township of Edwardsburgh Cardinal Environmental Services

Schedule B: Municipal Stormwater Management System Description

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 System Description

- 1.1 The following is a summary description of the Sewage Works comprising the Municipal Stormwater Management System:

Cardinal Stormwater System Overview

The Municipal Stormwater Management System serving the Town of Cardinals drainage area, is a separate system for stormwater within the South Nation Conservation watershed. The Cardinal stormwater management system consists of storm mains, culverts, ditches and outlets. Storm mains consist of concrete, clay, PVC and steel. There is currently no ECA for the stormwater management system in Cardinal.

Johnstown Stormwater System Overview

The Johnstown Stormwater System currently consists of historical ditches, culverts and swale that drain surface water from the Hamlet of Johnstown to 4 outlets. Three discharges to the St. Lawrence River and one to a marsh north of the hamlet. Currently, an improvement project has been designed to improve drainage and install some subsurface infrastructure. The project Design Engineering Firm has submitted for MECP approval, (MECP ECA Ref # 1512-C85J62), for phase 1 of the upgrades which includes storm works for Mary and Sophia Streets from Second St. to County Rd. #2. Two Oil and Grit separators to be installed within the design to treat storm water before discharging to the St. Lawrence River.

Spencerville Stormwater System Overview

The Spencerville stormwater works currently consist of PVC and steel mains, catch basins and culverts that have been in place for an undetermined duration. Some of the drainage occurs through natural percolation and surface run-off. The system is within the South Nation Conservation watershed and has one outlet to the South Nation River. There is no ECA for the stormwater system in Spencerville. Currently, an

improvement project has been designed to improve drainage and install some subsurface infrastructure. The project Design Engineering Firm has submitted for MECP approval, (MECP ECA Ref # 5982-C5CGXC, ECA# 0731-CCJLD3), the upgrades which includes storm works for Cedar, David, Charles, Cook and Cherry St. An enhanced grass swale oil and grit separator is included in the design to treat storm water before discharging to the South Nation River.

Sewage Collection System

1.2 The Authorized System comprises:

1.2.1 The Sewage Works described and depicted in each document or file identified in column 1 of Table B1.

Table B1: Infrastructure Map	
Column 1 Document or File Name	Column 2 Date
Source Protection Map	v.1 (September 1, 2016)
03 - 2020-10-29_Johnstown Drainage Master Plan - Final.pdf	v.1 (October 29, 2020)
03 - Cardinal Storm System Map 2021.pdf	v.1 (August 23, 2021)
03 - Spencerville Storm System map 2021.png	v.1 (September 27, 2021)

1.2.2 Storm Sewers, Stormwater Management Facilities, stormwater pumping stations and Sewage Works associated with a Third Pipe Collection System that have been added, modified, replaced, or extended through authorization provided in a Schedule C Notice respecting this Approval, where Completion occurs on or after the date identified in column 2 of Table B1 for each document or file identified in column 1.

1.2.3 Storm Sewers, Stormwater Management Facilities and Sewage Works associated with a Third Pipe Collection System that have been added, modified, replaced, or extended through authorization provided by Schedule D of this Approval, where Completion occurs on or after the date identified in column 2 of Table B1 for each document or file identified in column 1.

1.2.4 Any Sewage Works described in conditions 1.3 through 1.8 below.

Stormwater Collection System

- 1.3 Categorization of the Authorized System at the date of issue of this Approval is as follows:

Cardinal Stormwater System

Table B2. Stormwater Collection System by Diameter			
System Type	Pipe Diameter (mm)	Length (km)	System Totals (km)
Storm Sewers	Up to 250	2.864	
Storm Sewers	> 250 - 500	4.932	
Storm Sewers	> 500 - 1050	0.739	
Storm Sewers	> 1050	0	
Total Storm Sewers			8.535
Ditches / Swales	NA		3.23
Total System Length (km)			11.765

Spencerville Stormwater System

Table B2. Stormwater Collection System by Diameter			
System Type	Pipe Diameter (mm)	Length (km)	System Totals (km)
Storm Sewers	Up to 250	0	
Storm Sewers	> 250 - 500	0.770	
Storm Sewers	> 500 - 1050	0.182	
Storm Sewers	> 1050	0	
Total Storm Sewers			0.952
Ditches / Swales	NA		0
Total System Length (km)			0.952

Table B3. Summary of Stormwater Management Facilities by Type and Pumping Stations							
Facility Type	Basic Treatment for Suspended Solids*	Normal Treatment for Suspended Solids *	Enhanced Treatment for Suspended Solids *	Other Treatment Level for Suspended Solids**	Total Quality Control	Total Quantity Control	Total Number of Facilities
LID Facilities - Retention (infiltration, evapotranspiration, harvest)							N/A
LID Facilities - Filtration							N/A
Stormwater Management Ponds – Wet (includes wetlands, hybrids)							N/A
Stormwater Management Ponds - Dry							N/A

Super Pipe / Storage Facility							N/A
Filtration MTD - Filter Unit							N/A
Sedimentation MTD - OGS							N/A
Pumping Stations							N/A
Other							N/A
Total Number of Facilities							N/A

* Basic, normal, and enhanced treatment correspond to 60%, 70% and 80% suspended solids removal on an annual average long-term basis, respectively.

** Treatment levels below 60% suspended solids removal on an annual average long-term basis.

Table B4. Third Pipe Collection System

Description	Pipe Diameter (mm)	Length (km)	Quantity	System Totals
Third Pipe Sewer	Up to 250	N/A	N/A	
Third Pipe Sewer	> 250 - 500	N/A	N/A	
Third Pipe Sewer	> 500	N/A	N/A	
Total			N/A	Km
Other Infrastructure Components (e.g., storage tank)	N/A	N/A		

Table B5. Sewage Works on Private Land that are part of the Municipal Stormwater Treatment Train*

Description	Location	ECA # (if applicable)
	N/A	

* Identifies privately owned Sewage Works that are not part of the Authorized System, but are part of a Stormwater Treatment Train

Stormwater Management Facilities

1.4 The following are Stormwater Management Facilities in the Authorized System:

[N/A]

Location	N/A
Watershed/Subwatershed	
Receiver of discharge	
Outlet location	
Catchment Area	
Level of Treatment for suspended solids	
Treatment for other Contaminants, as required	

Level of Volume control	
Design Storm	
Reference ECA(s)	
Reference Sewage Works as part of treatment train	
Brief Description	
Receive Emergency Sanitary Overflows	
Notes	

Stormwater Pumping Stations

- 1.5 The following are identified Stormwater pumping stations in the Authorized System:

[N/A]

Asset ID and Name	N/A
Site Location	
Watershed/Subwatershed	
Latitude and Longitude	
Coordinates (optional)	
Description	
Pumping Station Capacity	
Equipment	
Emergency Storage	
Equipment: Associated controls and Appurtenances	
Overflow	
Standby Power	
Notes	

Third Pipe Collection System

- 1.6 The following are identified third pipe systems in the Authorized System.

[N/A]

Asset ID and Name	N/A
Location	
Watershed/Subwatershed	
Receiver of discharge	
Outlet location	

Catchment Area	
Treatment, if applicable	
Reference ECA(s), if applicable	
Brief Description	
Notes	

Other Works:

1.7 The following works are part of Authorized System:

Table B6: Other Works			
Column 1 Asset ID / Name	Column 2 Site Location (Latitude & Longitude)	Column 3 Component	Column 4 Description
N/A			

Developer-Operated Facilities:

1.8 The following facilities are part of the Authorized System, have been constructed, and are being operated by the developer under the authority of an agreement entered into with the Owner of the system.

Table B7: Developer-Operated Facilities			
Asset ID	Type of Facility	Location	Developer Name
N/A			

1.9 The Owner shall notify the Director, using the Director Notification Form, within thirty (30) days where the operation of any Facility identified in Table B7 has been:

1.9.1 Incorporated into the overall Stormwater Management System and assumed by an Operating Authority identified in Schedule B of this Approval.

1.9.2 Has been transferred from the developer identified in Table B7 to another party.

Transitional – Facilities with Individual ECAs

1.10 The following Facilities are connected to the Authorized System, but ownership has not been assumed by the Owner. These Sewage Works are not part of the Authorized System and will continue to have separate ECAs until the Facilities are assumed by the Owner.

Table B8: Facilities with Individual ECAs				
Asset ID	Type of Facility	Location	ECA Number	Developer Name
N/A				

- 1.11 The Owner shall notify the Director, using the Director Notification Form, within thirty (30) days where the ownership of any Facility identified in Table B8 has been assumed by the Owner.
- 1.12 The Director Notification required in condition 1.11 shall include:
- 1.12.1 A request from the developer to revoke the ECA identified in Table B8; or
 - 1.12.2 A copy of an agreement or other documentation that demonstrates that the municipality has assumed ownership of the Facility and that the ECA identified in Table B8 should be revoked.

Schedule C: List of Notices of Amendment to this ECA: Additional Approved Sewage Works

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 General

- 1.1 Table C1 provides a list of all notices of amendment to this Approval that have been issued pursuant to clause 20.3(1) of the EPA that impose terms and conditions in respect of the Authorized System after consideration of an application by the Director (Schedule C Notices).

Table C1: Schedule C Notices				
Column 1 Issue #	Column 2 Issue Date	Column 3 Description	Column 4 Status	Column 5 DN#
N/A	N/A	N/A	N/A	N/A

Schedule D: General

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 Definitions

1.1 For the purpose of this Approval, the following definitions apply:

“Adverse Effect(s)” has the same meaning as defined in section 1 of the EPA.

“Alteration(s)” includes the following, in respect of the Authorized System, but does not include repairs to the system:

- a) An extension of the system,
- b) A replacement or retirement of part of the system, or
- c) A modification of, addition to, or enlargement of the system.

“Appendix A” means Appendix A of this Approval.

“Approval” means this Environmental Compliance Approval including any Schedules attached to it.

“Appurtenance(s)” has the same meaning as defined in O. Reg. 525/98 (Approval Exemptions) made under the OWRA.

“Authorized System” means the Sewage Works comprising the Municipal Stormwater Management System authorized under this Approval”.

“Class Environmental Assessment Project” means an Undertaking that does not require any further approval under the EAA if the proponent complies with the process set out in the Municipal Engineers Association Class Environmental Assessment document, (Municipal Class Environmental Assessment approved by the Lieutenant Governor in Council on October 4, 2000 under Order in Council 1923/2000), as amended from time to time.

“Combined Sewer(s)” means pipes that collect and transmit both sanitary Sewage and other Sewage from residential, commercial, institutional, and

industrial buildings and facilities and Stormwater through a single-pipe system, but does not include Nominally Separate Sewers.

“Completion” means substantial performance as described in s.2 (1) of the *Construction Act*, R.S.O. 1990, c. C.30.

“Compound of Concern” means a Contaminant that is discharged from the Facility in an amount that is not negligible.

“Contaminant” has the same meaning as defined in section 1 of the EPA.

“CSO” means a combined sewer overflow which is a discharge to the environment at designated location(s) from a Combined Sewer or Partially Separated Sewer that usually occurs as a result of precipitation when the capacity of the Sewer is exceeded. An intervening time of twelve hours or greater separating a CSO from the last prior CSO at the same location is considered to separate one overflow Event from another.

“CWA” means the *Clean Water Act*, R.S.O. 2006, c.22.

“Design Criteria” means the design criteria set out in the Ministry’s publication “Design Criteria for Sanitary Sewers, Storm Sewers and Force mains for Alterations Authorized under Environmental Compliance Approval”, (as amended from time to time).

“Design Guidelines for Sewage Works” means the Ministry document titled “Design Guidelines for Sewage Works”, 2008 (as amended from time to time).

“Director” means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of EPA (Environmental Compliance Approvals).

“Director Notification Form” means the most recent version of the Ministry form titled Director Notification – Alterations to a Municipal Stormwater Management System, as obtained directly from the Ministry or from the Ministry’s website.

“District Manager” means the district manager or a designated representative of the Local Ministry Office.

“EAA” means the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.

“EPA” means the *Environmental Protection Act*, R.S.O. 1990, c.E.19.

“ESC” means erosion and sediment control.

“Facility” means the entire operation located on the property where the Sewage Works or Equipment is located.

“Form SW1” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Storm Sewers/Ditches/Culverts as obtained directly from the Ministry or from the Ministry’s website.

“Form SW2” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Stormwater Management Facilities as obtained directly from the Ministry or from the Ministry’s website.

“Form SW3” means the most recent version of the Ministry form titled Record of Future Alteration Authorized for Third Pipe Collection Systems as obtained directly from the Ministry or from the Ministry’s website.

“Licensed Engineering Practitioner” means a person who holds a licence, limited licence, or temporary licence under the *Ontario Professional Engineers Act* R.S.O. 1990, c. P.28.

“LID” means “low impact development” a Stormwater management strategy that seeks to mitigate the impacts of increased runoff and Stormwater pollution by managing runoff as close to its source as possible. LID comprises a set of site design strategies that minimize runoff and distributed, small scale structural practices that mimic natural or predevelopment hydrology through the processes of infiltration, evapotranspiration, harvesting, filtration, and detention of Stormwater.

“Local Ministry Office” means the local office of the Ministry responsible for the geographic area where the Authorized System is located.

“Minister” means the Minister of the Ministry or such other member of the Executive Council as may be assigned the administration of the EPA and OWRA under the *Executive Council Act*, R.S.O. 1990, c. E.25.

“Ministry” means the Ministry of the Minister and includes all employees or other persons acting on its behalf.

“Monitoring Plan” means the monitoring plan prepared and maintained by the Owner under condition 4.1 in Schedule E of this Approval.

“MTD” means manufactured treatment device.

“Municipal Drain” has the same meaning as drainage works as defined in section 1 of the *Drainage Act* R.S.O. 1990, c. D.17.

“Municipal Drainage Engineer’s Report” means a report signed by a drainage engineer employed or contracted by a municipality and approved in writing by municipal council or equivalent.

“Municipal Sewage Collection System” means all Sewage Works, located in the geographical area of a municipality, that collect and transmit sanitary Sewage and are owned, or may be owned pursuant to an agreement with a municipality entered into under the *Planning Act* or *Development Charges Act*, 1997, by:

- a) A municipality, a municipal service board established under the *Municipal Act*, 2001 or a city board established under the *City of Toronto Act*, 2006; or
- b) A corporation established under sections 9, 10, and 11 of the *Municipal Act*, 2001 in accordance with section 203 of that Act or under sections 7 and 8 of the *City of Toronto Act*, 2006 in accordance with sections 148 and 154 of that Act.

“Municipal Stormwater Management System” means all Sewage Works, located in the geographical area of a municipality, that collect, transmit, or treat Stormwater and are owned, or may be owned pursuant to an agreement entered into under the *Planning Act* or *Development Charges Act*, 1997, by:

- a) A municipality, a municipal service board established under the *Municipal Act*, 2001 or a city board established under the *City of Toronto Act*, 2006; or
- b) A corporation established under sections 9, 10, and 11 of the *Municipal Act*, 2001 in accordance with section 203 of that Act or under sections 7 and 8 of the *City of Toronto Act*, 2006 in accordance with sections 148 and 154 of that Act.

“Natural Environment” has the same meaning as defined in section 1 of the EPA.

“Nominally Separate Sewer(s)” mean Separate Sewers that also have connections from roof leaders and foundation drains, and are not considered to be Combined Sewers.

“OGS” means Oil and Grit Separators;

“Operating Authority” means, in respect of the Authorized System, the person, entity, or assignee that is given responsibility by the Owner for the operation, management, maintenance, or Alteration of the Authorized System, or a portion of the Authorized System.

"Owner" for the purposes of this Approval means the Town of Edwardsburgh Cardinal, and includes its successors and assigns.

"OWRA" means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40.

"O&M Manual" means the operation and maintenance manual prepared and maintained by the Owner under condition 3.2 in Schedule E of this Approval.

"Partially Separated Sewer(s)" means Combined Sewers that have been retrofitted to transmit sanitary Sewage but in which roof leaders or foundation drains still contribute Stormwater inflow to the Partially Separated Sewer.

"Pre-development" means the more stringent of a site's:

- a) Existing condition prior to proposed development or construction activities; or
- b) Condition as defined by the local municipality.

"Prescribed Person" means a person prescribed in O. Reg. 208/19 (Environmental Compliance Approval in Respect of Sewage Works) for the purpose of ss. 20.6 (1) of the EPA, and where the alteration, extension, enlargement, or replacement is carried out under an agreement with the Owner.

"Privately Owned Stormwater Works" means Stormwater Sewage Works on private land that are privately owned and, while not part of the Authorized System, are considered part of a Stormwater Treatment Train.

"Qualified Person (QP)" means persons who have obtained the relevant education and training and have demonstrated experience and expertise in the areas relating to the work required to be carried out by this Approval.

"Schedule C Notice(s)" means a notices of amendment to this Approval issued pursuant to clause 20.3(1) of the EPA that imposes terms and conditions in respect of the Authorized System after consideration of an application by the Director.

"Separate Sewer(s)" means pipes that collect and transmit sanitary Sewage and other Sewage from residential, commercial, institutional, and industrial buildings.

"Sewage" has the same meaning as defined in section 1 of the OWRA.

"Sewage Works" has the same meaning as defined in section 1 of the OWRA.

“Sewer” has the same meaning as defined in section 1 of O. Reg. 525/98 under the OWRA.

“Significant Drinking Water Threat” has the same meaning as defined in section 2 of the CWA.

“Significant Snowmelt Event(s)” means the melting of snow at a rate which adversely affects the performance and function of the Authorized System and/or the Sewage Treatment Plant(s) identified in Schedule A of this Approval.

“Significant Storm Event(s)” means a minimum of 25 mm of rain in any 24 hours period.

“Source Protection Authority” has the same meaning as defined in section 2 of the CWA.

“Source Protection Plan” means a drinking water source protection plan prepared under the CWA.

“SSO” means a sanitary sewer overflow which is a discharge of Sewage from a Separate Sewer or Nominally Separate Sewer to the environment from designated location(s) in the Authorized System.

“Standard Operating Policy for Sewage Works” means the standard operating policy developed by the Ministry to assist in the implementation of Source Protection Plan policies related to Sewage Works and providing minimum design and operational standards and considerations to mitigate risks to sources of drinking water, as amended from time to time.

“Storm Sewer” means Sewers that collect and transmit, but not exfiltrate or lose by design, Stormwater resulting from precipitation and snowmelt.

“Stormwater” means rainwater runoff, water runoff from roofs, snowmelt, and surface runoff.

“Stormwater Management Facility(ies)” means a Facility for the treatment, retention, infiltration, or control of Stormwater.

“Stormwater Management Planning and Design Manual” means the Ministry document titled “Stormwater Management Planning and Design Manual”, 2003 (as amended from time to time).

“Stormwater Treatment Train” means a series of Stormwater Management Facilities designed to meet Stormwater management objectives (e.g., Appendix A) for a given area, and can consist of a combination of MTDs, LIDs and end-of-pipe controls.

"TRCA" means the Toronto Region Conservation Authority.

"Third Pipe Collection System" means Sewage Works designed to collect and transmit foundation drainage and/or groundwater to a receiving surface water or dry well;

"Undertaking" has the same meaning as in the EAA.

"Vulnerable Area(s)" has the same meaning as in the CWA.

2.0 General Conditions

- 2.1 The works comprising the Authorized System shall be constructed, installed, used, operated, maintained, replaced, or retired in accordance with the conditions of this Approval, which includes the following Schedules:

Schedule A – System Information

Schedule B – Municipal Stormwater Management System Description

Schedule C – List of Notices of Amendment to this ECA

Schedule D – General

Schedule E – Operating Conditions

Schedule F – Residue Management

Appendix A – Stormwater Management Criteria

- 2.2 The issuance of this Approval does not negate the requirements of other regulatory bodies, which includes but is not limited to, the Ministry of Northern Development, Mines, Natural Resources and Forestry and the local Conservation Authority.
- 2.3 Where there is a conflict between a provision of any document referred to in this Approval and the conditions of this Approval, the conditions in this Approval shall take precedence. Where there is a conflict between the information in a Schedule C Notice and another section of this Approval, the document bearing the most recent date shall prevail.
- 2.4 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Authorized System is provided with a print or electronic copy of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 2.5 The conditions of this Approval are severable. If any condition of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.

3.0 Alterations to the Municipal Stormwater Management System

- 3.1 For greater certainty, the Alterations authorized under this Approval are limited to Sewage Works comprising the Authorized System which does not include municipally or Privately Owned Stormwater Works:
 - 3.1.1 On industrial, commercial, or institutional land;
 - 3.1.2 Serving a single parcel of land, unless the stormwater management facility is located on a municipally owned park or community center;
 - 3.1.3 That are operated as waste disposal sites defined under the EPA or snow dump / melt facilities; or,
 - 3.1.4 That propose to collect, store, treat, or discharge stormwater containing substances or pollutants (other than Total Suspended Solids, or oil and grease) detrimental to the environment or human health.
- 3.2 Any Schedule C Notice shall provide authority to alter the Authorized System in accordance with the conditions of this Approval.
- 3.3 All Schedule C Notices issued by the Director for the Municipal Stormwater Management System shall form part of this Approval.
- 3.4 The Owner and a Prescribed Person shall ensure that the documentation required through conditions in this Approval and the documentation required in the Design Criteria are prepared for any Alteration of the Authorized System.
- 3.5 The Owner shall notify the Director within thirty (30) calendar days of placing into service or Completion of any Alteration of the Authorized System which had been authorized:
 - 3.5.1 Under Schedule D to this Approval where the Alteration results in a change to Sewage Works specifically described in Schedule B of this Approval;
 - 3.5.2 Through a Schedule C Notice respecting Sewage Works other than Storm Sewers; or
 - 3.5.3 Through another approval that was issued under the EPA prior to the issue date of this Approval.
- 3.6 The notification requirements set out in condition 3.5 do not apply to any Alteration in respect of the Authorized System which:
 - 3.6.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98;

- 3.6.2 Constitutes maintenance or repair of the Authorized System; or
- 3.6.3 Is a Storm Sewer, ditch, or culvert authorized by condition 4.1 of Schedule D of this Approval.
- 3.7 The Owner shall notify the Director within ninety (90) calendar days of:
 - 3.7.1 The discovery of existing Sewage Works not described or depicted in Schedule B, or
 - 3.7.2 Additional or revised information becoming available for any Sewage Works described in Schedule B of this Approval.
- 3.8 The notifications required in condition 3.5 and 3.7 shall be submitted to the Director using the Director Notification Form.
- 3.9 The Owner shall ensure that shall ensure that any chemicals, coagulants, or polymers used in the stormwater management system have obtained written approval from the Director prior to use, unless required for spill control or spill clean-up.
- 3.10 The Owner shall ensure that an ESC plan is prepared, and temporary ESC measures are installed in advance of and maintained during any construction activity on the Authorized System, subject to the following conditions:
 - 3.10.1 Inspections of ESC measures are to be conducted at a frequency specified per the ESC plan, for dry weather periods (active and inactive construction phases), after Significant Storm Events and Significant Snowmelt Events, and after any extreme weather events.
 - 3.10.2 Any deficiencies shall be addressed, and any required maintenance actions(s) shall be undertaken as soon as practicable once they have been identified.
 - 3.10.3 Inspections and maintenance of the temporary ESC measures shall continue until they are no longer required.
- 3.11 The Owner shall ensure that records of inspections required by this Approval during any construction activity, including those required under condition 3.10:
 - 3.11.1 Include the name of the inspector, date of inspection, visual observations, and the remedial measures, if any, undertaken to maintain the temporary ESC measures.

- 3.11.2 Be retained with records relating to the Alteration that the construction relates to, such as the form required in conditions 4.4.1, 5.5.1, and 6.2.1 of Schedule D, or the Schedule C Notice.
- 3.11.3 Be retrievable and made available to the Ministry upon request.
- 3.12 The document(s) or file(s) referenced in Table B1 of Schedule B of this Approval shall:
 - 3.12.1 Be retained by the Owner;
 - 3.12.2 Include at a minimum:
 - a) Identification of Storm Sewers, which shall include the following information:
 - i Location relative to street names or easements; and
 - ii Sewer diameters.
 - b) Identification of existing municipally owned Stormwater Sewage Works, including but not limited to ditches, swales, culverts, outlets, Stormwater Management Facilities, sedimentation MTD (for example oil grit separators), filtration MTD, LID, end of pipe controls, Third Pipe Collection Systems, and pumping stations, including any applicable Asset IDs.
 - c) Identification of the main tributaries and receiving water bodies to that the Sewage Works discharge to.
 - d) Delineation of municipal, watershed, and subwatershed boundaries, as available.
 - e) Identification of the storm sewersheds for each outlet.
 - f) Identification of any source protection Vulnerable Areas.
 - g) Identification of any Sewage Works that receive SSOs or CSOs.
 - 3.12.3 Be updated to include:
 - a) Alterations authorized under Schedule D of this Approval or through a Schedule C Notice within twelve (12) months of the Alteration being placed into service.
 - b) Updates to information contained in the document(s) or files(s) not associated with an Alteration within twelve (12) months of becoming aware of the updated information.

- 3.13 An Alteration is not authorized under Schedule D of this ECA for projects that impact Indigenous treaty rights or asserted rights where:
- 3.13.1 The project is on Crown land or would alter access to Crown land;
 - 3.13.2 The project is in an open or forested area where hunting, trapping or plant gathering occur;
 - 3.13.3 The project involves the clearing of forested land unless the clearing has been authorized by relevant municipal, provincial, or federal authorities, where applicable;
 - 3.13.4 The project alters access to a water body;
 - 3.13.5 The proponent is aware of any concerns from Indigenous communities about the proposed project and these concerns have not been resolved; or,
 - 3.13.6 Conditions respecting Indigenous consultation in relation to the project were placed in another permit or approval and have not been met.
- 3.14 No less than 60 days prior to construction associated with an Alteration the Director may notify the Owner in writing that a project is not authorized through Schedule D of this ECA where:
- 3.14.1 Concerns regarding treaty rights or asserted rights have been raised by one or more Indigenous communities that may be impacted by the Alteration; or
 - 3.14.2 The Director believes that it is in the public interest due to site specific, system specific, or project specific considerations.
- 3.15 Where an Alteration is not authorized under condition 3.13 or 3.14 above:
- 3.15.1 An application respecting the Alteration shall be submitted to the Ministry; and,
 - 3.15.2 The Alteration shall not proceed unless:
 - a) Approval for the Alteration is granted by the Ministry (i.e., a Schedule C Notice); or,
 - b) The Director provides written notice that the Alteration may proceed in accordance with conditions in Schedule D of this ECA.

4.0 Authorizations of Future Alterations to Storm Sewers, Ditches, or Culverts - Additions, Modifications, Replacements and Extensions

4.1 The Owner or a Prescribed Person may alter the Authorized System by adding, modifying, replacing, or extending a Storm Sewer, ditch, or culvert within the Authorized System subject to the following conditions and conditions 4.2 and 4.3 below:

4.1.1 The design of the addition, modification, replacement, or extension:

- a) Has been prepared by a Licensed Engineering Practitioner;
- b) Has been designed only to collect and transmit Stormwater;
- c) Has not been designed to collect or treat any sanitary Sewage;
- d) Has not been designed to collect, store, treat, control, or manage groundwater, unless for the purpose of foundation drains, road subdrains, or LIDs;
- e) Satisfies the Design Criteria or any municipal criteria that have been established that exceed the minimum requirements set out in the Design Criteria;
- f) Satisfies the standards set out in Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD), as applicable to ditches and culverts;
- g) Is consistent with or otherwise addresses the design objectives contained within the Design Guidelines for Sewage Works;
- h) Is planned, designed, and built to be consistent with the Stormwater Management Planning and Design Guidance Manual. If there is a conflict Appendix A of this Approval, then Appendix A shall prevail; and
- i) Includes design considerations to protect sources of drinking water, including those set out in the Standard Operating Policy for Sewage Works, and any applicable local Source Protection Plan policies.

4.1.2 The addition, modification, replacement, or extension shall be designed so that it will:

- a) Not adversely affect the ability to maintain a gravity flow in the Authorized System without overflowing or increase surcharging any maintenance holes as per design; and
 - b) Provide smooth flow transition to existing gravity Storm Sewers;
- 4.1.3 The Alteration shall not result in:
 - a) Adverse Effects; or
 - b) A deterioration of the approved effluent quality or quantity of downstream Stormwater Management Facilities which results in not being able to achieve the overall Stormwater performance criteria per Appendix A.
- 4.1.4 The Storm Sewer, ditch or culvert addition, modification, replacement, or extension is wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent property owner respecting the Alteration and resulting Sewage Works.
- 4.1.5 The Owner consents in writing to the addition, modification, replacement, or extension.
- 4.1.6 A Licensed Engineering Practitioner has verified in writing that the addition, modification, replacement, or extension meets the requirements of conditions 4.1.1 a) to h), 4.3.9, and 4.3.10.
- 4.1.7 The Owner has verified in writing that the addition, modification, replacement, or extension has complied with inspection and testing requirements in the Design Criteria.
- 4.1.8 The Owner has verified in writing that the addition, modification, replacement, or extension meets the requirements of conditions 4.1.1 i), 4.1.2 to 4.1.6, 4.3.7, and 7.2.
- 4.2 The addition of Storm Sewers or ditches can be constructed but not operated until the Stormwater Management Facilities required to service the new Storm Sewers or ditches are in operation.
- 4.3 The Owner or a Prescribed Person is not authorized to undertake an Alteration described above in condition 4.1 where the Alteration relates to the addition, modification, replacement, or extension of a Storm Sewer that:
 - 4.3.1 Passes under or through a body of surface water, unless trenchless construction methods are used or the local Conservation Authority has authorized an alternative construction method.

- 4.3.2 Has a nominal diameter greater than 2,400 mm, or equivalent sizing.
- 4.3.3 Is a Combined Sewer.
- 4.3.4 Is a concrete channel.
- 4.3.5 Is designed to, at any time, transmit, store, or control sanitary Sewage.
- 4.3.6 Converts rural road cross section ditches to curb, gutter, and Storm Sewers if the Stormwater volume and/or peak flow is increased and no water quality treatment is planned or demonstrated to be achieved, in accordance with this Approval and Appendix A, to offset the increase in Stormwater.
- 4.3.7 Results in new discharges or increased discharges to a Municipal Drain without written approval by the Owner and a signed Municipal Drainage Engineer's Report in accordance with the *Drainage Act* R.S.O. 1990, c. D.17.
- 4.3.8 Establishes a new outlet with direct discharge into the Natural Environment without monitoring in accordance with this Approval and without achieving the requirements set in Appendix A.
- 4.3.9 Increases Stormwater flow of an existing Storm Sewer or ditch without achieving water quality criteria set in Appendix A in accordance with this Approval unless the existing downstream Municipal Stormwater Management System has sufficient residual transmission and treatment capacity to accommodate the additional Stormwater.
- 4.3.10 Increases local hydraulic capacity of an existing Storm Sewer or ditch to accommodate new Stormwater flows unless the existing downstream Municipal Stormwater Management System has sufficient residual hydraulic capacity to accommodate the additional Stormwater.
- 4.3.11 Connects to another Municipal Stormwater Management System, unless:
 - a) Prior to construction, the Owner of the Authorized System obtains written consent from the Owner or Owner's delegate of the Municipal Stormwater System being connected to; and
 - b) The Owner of the Authorized System retains a copy of the written consent from the Owner or Owner's delegate of the Municipal Stormwater Management System being connected

to as part of the record that is recorded and retained under condition 4.4.

4.3.12 Is part of an Undertaking in respect of which:

- a) A request under s.16(6) of the EAA has been made, namely a request that the Minister make an order under s.16;
- b) The Minister has made an order under s.16; or
- c) The Director under that EAA has given notice under s.16.1 (2) that the Minister is considering making an order under s.16.

4.4 The consents and verifications required in conditions 4.1 and 4.3, if applicable, shall be:

4.4.1 Recorded on SW1, prior to the Storm Sewer, ditch, or culvert addition, modification, replacement, or extension being placed into service; and

4.4.2 Retained for a period of at least ten (10) years by the Owner.

4.5 For greater certainty, the verification requirements set out in condition 4.4 do not apply to any Alteration in respect of the Authorized System which:

4.5.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or

4.5.2 Constitutes maintenance or repair of the Authorized System.

5.0 Authorizations of Future Alterations to Stormwater Management Facilities - Additions, Modifications, Replacement, and Extensions

5.1 Subject to conditions 5.2 and 5.3, the Owner or a Prescribed Person may alter the Stormwater Management Facilities in the Authorized System by adding, modifying, replacing, or extending the following components:

5.1.1 Rooftop storage

5.1.2 Parking lot storage

5.1.3 Superpipe storage

5.1.4 Reduced lot grading

5.1.5 Roof leader to ponding area

5.1.6 Roof leader to soakaway pit

- 5.1.7 Infiltration trench
- 5.1.8 Engineered grassed swales / bioswale
- 5.1.9 Pervious pipes
- 5.1.10 Pervious catchbasins
- 5.1.11 Vegetated filter strips
- 5.1.12 Natural buffer strips
- 5.1.13 Green roofs/Rooftop gardens
- 5.1.14 Wet pond
- 5.1.15 Engineered wetland
- 5.1.16 Dry pond
- 5.1.17 Hybrid Facility
- 5.1.18 Infiltration basin
- 5.1.19 Filtration MTD
- 5.1.20 Sedimentation MTD - OGS
- 5.1.21 LID that relies on one or more of the following mechanisms to achieve treatment and control:
 - a) Evapotranspiration;
 - b) Infiltration into the ground; or
 - c) Filtration.
- 5.1.22 Any other Stormwater Management Facilities where the Director has provided authorization in writing to proceed with the Alteration.
- 5.2 Any Alteration to the Authorized System authorized under condition 5.1 is subject to the following conditions:
 - 5.2.1 The design of the Alteration shall:
 - a) Be prepared by a Licensed Engineering Practitioner;

- b) Be designed only to collect, receive, treat, or control only Stormwater and has not been designed to collect, receive, treat, or control sanitary Sewage;
- c) Is planned, designed, and built to be consistent with the Stormwater Management Planning and Design Guidance Manual. If there is a conflict Appendix A of this Approval, then Appendix A shall prevail;
- d) Satisfy the Design Criteria or any municipal criteria that have been established that exceed the minimum requirements set out in the Design Criteria;
- e) Be part of a Stormwater Treatment Train approach that satisfies the requirements outlined in Appendix A, or transmits Stormwater to a Stormwater Management Facility that satisfies the requirements outlined in Appendix A;
- f) Includes an outlet or an emergency overflow for the Sewage Works, with the verification of the location, route, and capacity of the receiving major system to accommodate overflows; and
- g) Include design considerations to protect sources of drinking water, including those set out in the Standard Operating Policy for Sewage Works and any applicable local Source Protection Plan policies.

5.2.2 The Alteration shall not result in:

- a) Adverse Effects; or
- b) A deterioration on the approved effluent quality or quantity of downstream Stormwater Management Facilities which results in not being able to achieve the overall Stormwater performance criteria per Appendix A.

5.2.3 The Alteration may incorporate co-benefits, but in doing so shall not diminish functionality or efficiency of any Stormwater Management Facility(ies) that may be impacted by the Alteration.

5.2.4 Any new sedimentation MTD that is part of the Alteration shall meet the following requirements:

- a) Tested in accordance with the TRCA protocol Procedure for Laboratory Testing of OGSs and testing data verified in accordance with the ISO 14034 Environmental Technology Verification (ETV) protocol. The suspended solids removal claimed for the sedimentation MTD in achieving the water

quality criteria in Appendix A, and the sizing methodology used to determine the appropriate sedimentation MTD dimensions for the particular site, shall be based on the verified removal efficiency for all particle size fractions comprising the particle size distribution specified within the testing protocol or a particle size distribution approved by the Director.

- b) Using the verified sediment removal efficiencies for the respective surface loading rates specified in the testing protocol, the sedimentation MTD sizing methodology shall use linear interpolation to calculate sediment removal efficiencies for surface loading rates that lie between the specified surface loading rates. For surface loading rates less than the lowest specified and tested surface loading rate, the sediment removal efficiency shall be assumed to be identical to the verified removal efficiency for the lowest specified and tested surface loading rate. Where available, 15 min rainfall stations shall be used for sizing the sedimentation MTD.
- c) When two or more sedimentation MTD are installed in series, no additional sediment removal credit shall be applied beyond the sediment removal credit of the largest device in the series.
- d) The sediment removal rate at the specified surface loading rates determined for the tested full scale, commercially available MTD may be applied to similar MTDs of smaller or larger size by proper scaling. Scaling the performance results of the tested MTD to other model sizes without completing additional testing is acceptable provided that:
 - i The claimed sediment removal efficiencies for the similar MTD are the same or lower than the tested MTD at identical surface loading rates; and
 - ii The similar MTD is scaled geometrically proportional to the tested unit in all inside dimensions of length and width and a minimum of 85% proportional in depth.
- e) The units must be installed in an off-line configuration if the unit had an effluent concentration greater than 25 mg/L at any of the surface loading rates conducted during the sediment scour and resuspension test as part of the ISO 14034 verification.
- f) The sedimentation MTD should be sized for the highest suspended solids percent removal physically and

economically practicable, and used as a pre-treatment device in a treatment train designed to achieve the water quality criteria in Appendix A.

5.2.5 Any new filtration MTD that is part of the Alteration shall meet the following requirements:

- a) Field tested and verified in accordance with a minimum of one of the following protocols:
 - i Washington State Technology Assessment Protocol - Ecology (TAPE) General Use Level Designation (GULD); and
 - 1. Has ISO 14034 ETV verification to satisfy ETV Canada requirements;
 - 2. The field monitoring data set used to obtain GULD certification should include a minimum of three (3) events that exceed 75th percentile rainfall event with at least one hour with an intensity of 6 mm/h or greater.
 - ii Another testing and verification method, where the Director has communicated acceptability in writing.
- b) Where available, 15 min rainfall stations shall be used for sizing the filtration MTD using the rainfall intensity corresponding to 90% of annual runoff volume;
- c) The SS removal rate determined for the tested full scale, commercially available filtration MTD, or single full-scale commercially available cartridge or filtration module, may be applied to other model sizes of that filtration MTD provided that appropriate scaling principles are applied. Scaling the tested filtration MTD or single full-scale commercially available cartridge or filtration module, to determine other model sizes and performance without completing additional testing is acceptable provided that:
 - i Depth of media, composition of media, and gradation of media remain constant.
 - ii The ratio of the maximum treatment flow rate to effective filtration treatment area (filter surface area) is the same or less than the tested filtration MTD;

- iii The ratio of effective sedimentation treatment area to effective filtration treatment area is the same or greater than the tested filtration MTD; and
- iv The ratio of wet volume to effective filtration treatment area is the same or greater than the tested filtration MTD.

5.2.6 When it is necessary to use Privately Owned Stormwater Works in the Stormwater Treatment Train to achieve Appendix A criteria as part of or as a result of an Alteration, the following conditions apply:

- a) The Owner shall, through legal instruments or binding agreements, obtain the right to access, operate, and maintain the Privately Owned Sewage Works;
- b) The Owner shall ensure that the right to access, operate and maintain the Privately Owned Sewage Works described in condition 5.2.6 a) above is maintained at all times that the works are in service and used to achieve Appendix A criteria.
- c) The Owner shall ensure on-going operation and maintenance of the Privately Owned Stormwater Works;
- d) The Owner ensures on-going operation and maintenance of the Privately Owned Stormwater Works; and
- e) The Owner shall ensure that the Privately Owned Stormwater Works have obtained separate approval(s) under the EPA, as required.

5.2.7 The Alteration is wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent municipality respecting the Alteration and resulting Sewage Works.

5.2.8 The Owner consents in writing to the Alteration authorized under condition 5.1.

5.2.9 A Licensed Engineering Practitioner has verified in writing that the Alteration authorized under condition 5.1 meets the design requirements of conditions 5.2.1 a) to f), 5.2.4 and 5.2.5.

5.2.10 The Owner has verified in writing that the Alteration authorized under condition 5.1 meets the requirements of conditions 5.2.1 g), 5.2.2, 5.2.6 to 5.2.9, 5.3, 5.4, and 7.2.

5.3 The authorization in condition 5.1 does not apply:

-
- 5.3.1 To the establishment of a regional Stormwater management end-of-pipe flood control Facility;
 - 5.3.2 Where the Alteration will result in new or increased discharges to a Municipal Drain without written approval by the Owner and a signed Municipal Drainage Engineer's Report in accordance with the *Drainage Act* R.S.O. 1990, c. D.17;
 - 5.3.3 To the establishment of a new outlet with direct discharge into the Natural Environment without treatment and monitoring in accordance with this Approval;
 - 5.3.4 Where the Alteration will service a drainage area greater than 65 ha;
 - 5.3.5 Where the Alteration will result in conversion of an existing Stormwater Management Facility into another type of Stormwater Management Facility;
 - 5.4 Any Alteration to LID or end-of-pipe Stormwater Management Facilities shall be inspected before operation of the Alteration to confirm construction as per specifications (including depth, as applicable).
 - 5.5 The consents and verifications required in conditions 5.2.8 to 5.2.10 if applicable, shall be:
 - 5.5.1 Recorded on Form SW2, prior to undertaking the Alteration; and
 - 5.5.2 Retained for a period of at least ten (10) years by the Owner.
 - 5.6 For greater certainty, the verification requirements set out in condition 5.5 do not apply to any Alteration in respect of the Authorized System which:
 - 5.6.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or
 - 5.6.2 Constitutes maintenance or repair of the Authorized System.

6.0 Authorizations of Future Alterations for Third Pipe Collection System Additions, Modifications, Replacements and Extensions

- 6.1 The Owner or a Prescribed Person may alter the Authorized System by adding, modifying, replacing, or extending, and operating works comprising a municipal Third Pipe Collection System to collect foundation drainage and groundwater where:
 - 6.1.1 The design of the Alteration:

- a) Has been prepared by a Licensed Engineering Practitioner;
 - b) Is limited to collection, transmission, reuse and/or treatment of only foundation drainage and groundwater, and is not designed to collect or treat sanitary Sewage;
 - c) Satisfies the Design Criteria or any municipal criteria that have been established that exceed the minimum requirements set out in the Design Criteria; and
 - d) Is scoped so that the resulting Sewage Works are intended to:
 - i Primarily function for the non-potable reuse, as deemed acceptable by the Owner and the local health unit, of foundation drainage and/or groundwater, and no discharge to a Storm Sewer or Separate Sewer if there is excess volume that cannot be reused; and/or
 - ii Provide wetland recharge, in which case, collection of rooftop runoff will also be acceptable.
- 6.1.2 The Alteration is not located on a contaminated site, or where natural occurring conditions result in contaminated discharge, or where the site receives contaminated groundwater or foundation drainage from another site, unless the discharge being received has been remediated or treated prior to acceptance by the Third Pipe Collection System.
- 6.1.3 The Owner has undertaken a site assessment for water quantity, water quality, and hydrogeological site conditions regarding the Alteration.
- 6.1.4 The Alteration will not result in Adverse Effects.
- 6.1.5 The Alteration is wholly located within the municipal boundary over which the Owner has jurisdiction or there is a written agreement in place with the adjacent property owner respecting the Alteration and resulting Sewage Works.
- 6.1.6 The Owner consents in writing to the Alteration.
- 6.1.7 A Licensed Engineering Practitioner has verified in writing that the Alteration meets the requirements of condition 6.1.1.
- 6.1.8 The Owner has verified in writing that the Alteration meets the requirements of conditions 6.1.2 to 6.1.7.

- 6.2 The consents, verifications and documentation required in conditions 6.1.7 and 6.1.8 shall be:
- 6.2.1 Recorded on Form SW3 prior to undertaking the Alteration; and
 - 6.2.2 Retained for a period of at least ten (10) years by the Owner.
- 6.3 For greater certainty, the verification requirements set out in condition 6.2 do not apply to any Alteration in respect of the Authorized System which:
- 6.3.1 Is exempt under section 53(6) of the OWRA or by O. Reg. 525/98; or
 - 6.3.2 Constitutes maintenance or repair of the Authorized System, including changes to software for an existing SCADA system resulting from Alterations authorized in condition 6.1.
- 6.4 The Owner shall update, within twelve (12) months of the Alteration of the Sewage Works being placed into service, any drawings maintained for the Municipal Stormwater Management System to reflect the Alterations of the Sewage Works, where applicable.

7.0 Outlets

- 7.1 Any outlet established or altered as part of an Alteration authorized through conditions 4, 5, or 6 of Schedule D in this Approval shall have regard to the 2012 TRCA Stormwater Management Criteria document, Appendix E, for outlets.
- 7.2 Any outlet established as part of an Alteration authorized through conditions 4, 5, or 6 of Schedule D in this Approval shall not:
- 7.2.1 Increase discharge or create a new point source discharge to privately owned land unless there is express written consent of the owner(s) of such private land(s).
 - 7.2.2 Result in Adverse Effects.

8.0 Previously Approved Sewage Works

- 8.1 If approval for an Alteration to the Authorized System was issued under the EPA and is revoked by this Approval, the Owner may make the Alteration in accordance with:
- 8.1.1 The terms of this Approval; or
 - 8.1.2 The terms and conditions of the revoked approval as of the date this approval was issued, provided that the Alteration is commenced

within five (5) years of the date that the revoked approval was issued.

9.0 Transition

9.1 An Alteration of the Authorized System is exempt from the requirements in clause (e) of condition 4.1.1, clause (d) of condition 5.2.1, and clause (c) of condition 6.1.1 where:

9.1.1 Effort to undertake the Alteration, such as tendering or commencement of construction of the Sewage Works associated with the Alteration, begins on or before May 19, 2023.

9.1.2 The design of the Alteration conforms to the Stormwater Management Planning and Design Manual, and where applicable, Design Guidelines for Sewage Works;

9.1.3 The design of the Alteration was completed on or before the issue date of this Approval or a Class Environmental Assessment was completed for the Alteration and changes to the design result in significant cost increase or significant project delays; and

9.1.4 The Alteration would be otherwise authorized under this Approval.

Schedule E: Operating Conditions

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 General Operations

- 1.1 The Owner shall ensure that, at all times, the Sewage Works comprising the Authorized System and the related equipment and Appurtenances used to achieve compliance with this Approval are properly operated and maintained.
- 1.2 Prescribed Persons and Operating Authorities shall ensure that, at all times, the Sewage Works under their care and control and the related equipment and Appurtenances used to achieve compliance with this Approval are properly operated and maintained.
- 1.3 In conditions 1.1 and 1.2 “properly operated and maintained” includes effective performance, adequate funding, adequate operator staffing and training, including training in applicable procedures and other requirements of this Approval and the EPA, OWRA, CWA, and regulations, adequate laboratory services, process controls and alarms and the use of process chemicals and other substances used in the Authorized System.
- 1.4 The Owner ensure that Sewage Works are operated with the objective that the effluent from the Sewage Works is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen, foam, or discoloration on the receiving waters, and shall evaluate the need for maintenance if the objective is not being met.
- 1.5 The Owner shall ensure that any Storm Sewers or ditches authorized under Schedule D of this approval are not placed into operation until the associated Stormwater Management Facilities to provide treatment are constructed and operated.

2.0 Duties of Owners and Operating Authorities

- 2.1 The Owner, Prescribed Persons, and any Operating Authority shall ensure the following:

- 2.1.1 At all times that the Sewage Works within the Authorized System are in service the Sewage Works are:
 - a) Operated in accordance with the requirements under the EPA and OWRA, and
 - b) Maintained in a state of good repair.
- 2.1.2 The Authorized System is operated by persons that are familiar with the requirements of this Approval.
- 2.1.3 All sampling, testing, monitoring, and reporting requirements under the EPA and this Approval that relate to the Authorized System are complied with.
- 2.1.4 All necessary steps are taken to ensure that operations of the Sewage Works and any associated physical structures do not constitute a safety or health hazard to the general public.
- 2.1.5 Where a Stormwater Management Facility ceases to function as a Stormwater Management Facility, whether by intent, accident, or otherwise (e.g., a CSO or an SSO), a workplan shall be developed that includes local community notification, plans for rehabilitating the Stormwater Management Facility to proper function in a reasonable time, identification of actions that will be taken to prevent reoccurrences, and timelines for implementing the workplan.
- 2.1.6 That operations and maintenance activities are undertaken at the frequency and in conformance with the procedures set out in the O&M Manual.
 - a) A Prescribed Person or Operating Authority shall only undertake operations and maintenance activities where they have been delegated the authority to undertake such activities by the Owner or the Owner has expressly approved the activity(ies).
- 2.2 For clarity, the requirements outlined in the above conditions 2.1 for Prescribed Persons and any Operating Authority only apply to Sewage Works within the Authorized System where they are responsible for the operation.
- 2.3 The Owner, Prescribed Persons, and Operating Authority shall take all reasonable steps to minimize and ameliorate any Adverse Effect on the Natural Environment or impairment of the quality of water of any waters resulting from the operation of the Authorized System, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.

3.0 Operations and Maintenance

3.1 Inspection

- 3.1.1 The Owner shall ensure that all Sewage Works within the Authorized System are inspected at the frequency and in accordance with procedures set out in their O&M Manual.
- 3.1.2 The owner shall ensure that:
- a) Any Stormwater Management Facilities, pumping stations, and any outlets that discharge to a receiver, are inspected at least once before December 31, 2026, if these have not been inspected since January 1, 2018 and thereafter as required by the O&M Manual; and
 - b) Any Stormwater Management Facilities, pumping stations, and any outlets that discharge to a receiver, established, or replaced within the Authorized System after the date of issuance of this Approval, are inspected within one year of being placed into service and thereafter as required by the O&M Manual.
- 3.1.3 The Owner shall clean and maintain Sewage Works within the Authorized System to ensure the Sewage Works perform as designed.
- 3.1.4 The Owner shall inspect the Stormwater Management Facilities in the Authorized System after significant flooding events as defined in, and in accordance with procedures documented in, the O&M Manual.
- 3.1.5 The Owner shall maintain records of the results of the inspections required in condition 3.1.1, 3.1.2 and 3.1.4 and any cleaning and maintenance operations undertaken, and shall make available the records for inspection by the Ministry upon request. The records shall include the following:
- a) Asset ID and name of the Sewage Works;
 - b) Date and results of each inspection, maintenance, or cleaning;
 - c) Name of person who conducted the inspection, maintenance, or the name of the inspecting official, where applicable, and
 - d) As applicable to the type of works, observations resulting from the inspection including, at a minimum:

- i Hydraulic operation of the works (e.g., length of occurrence since the last rainfall event, evidence or occurrence of overflows).
- ii Condition of vegetation in and around the works.
- iii Occurrence of obstructions at the inlet and outlet of the works.
- iv Evidence of spills and/or oil/grease contamination.
- v Presence of trash build-up, and
- vi Measurements of other parameters as required in the Monitoring Plan.

3.2 Operations & Maintenance (O&M) Manual

3.2.1 The Owner shall prepare and implement an operations and maintenance manual for Sewage Works within the Authorized System on or before May 19, 2023, that includes or references, but is not necessarily limited to, the following information:

- a) Procedures for the routine operation of the Sewage Works;
- b) Inspection programs, including the frequency of inspection, and the methods or tests employed to detect when maintenance is necessary, including:
 - i Presence of algae and/or invasive species impairing the Works (e.g., phragmites, goldfish);
 - ii Measurements of sediment depth, manual water levels (staff gauge) and/or visual observations, as appropriate to the Stormwater Management Facilities.
- c) Maintenance and repair programs, including:
 - i The frequency of maintenance and repair for the Sewage Works;
 - ii Stormwater pond sediment cleanout, dewatering, and management;

- iii Excavation, modification, replacement of LID soil/media/aggregate/geotextile, such as bioretention cells, green roof, permeable pavement; and
 - iv The frequency of maintenance for any other Stormwater Management Facilities identified in Schedule B that collect sediment.
 - d) Operational and maintenance requirements to protect sources of drinking water, such as those included in the Standard Operating Policy for Sewage Works, and any applicable local Source Protection Plan policies;
 - e) Procedures for routine physical inspection and calibration of monitoring equipment or components in accordance with the Monitoring Plan;
 - f) Emergency Response, Spill Reporting and Contingency Plans and Procedures for dealing with Equipment breakdowns, potential Spills, and any other abnormal situations, including notification to the SAC, the Medical Officer of Health, and the District Manager, as applicable;
 - g) Procedures for receiving, responding, and recording public complaints, including recording any follow-up actions taken; and
 - h) As-built drawings or record drawings of the Sewage Works.
- 3.2.2 The Owner shall review and update the O&M Manual and ensure that access to a copy is available at each Stormwater Management Facility for the operational life of the works.
- 3.2.3 The Owner shall provide a copy of the O&M Manual to Ministry staff, upon request.
- 3.2.4 The Owner shall revise the O&M Manual to include procedures necessary for the operation and maintenance of any Sewage Works within the Authorized System that are established, altered, extended, replaced, or enlarged after the date of issuance of this approval prior to placing into service those Sewage Works.
- 3.2.5 For greater certainty, the O&M Manual may be a single document or a collection of documents that, when considered together, apply to all parts of the Authorized System.
- 3.3 On or before May 19, 2025, the Owner shall establish signage to notify the public at any Stormwater Management Facility identified in Schedule B that

is a wet pond, dry pond, hybrid Facility, or engineered wetland. The signage shall include the following minimum information:

- 3.3.1 Identification that the site contains a Stormwater Management Facility;
 - 3.3.2 Identification of potential hazards and limitations of water use, as applicable;
 - 3.3.3 Identification of the purpose of the Facility;
 - 3.3.4 ECA approval number and/or asset ID; and
 - 3.3.5 Owner's contact information.
- 3.4 Prior to any maintenance of Sewage Works comprising the Authorized System, the Owner shall ensure that all applicable permits or authorizations have been obtained from Federal or Provincial agencies having legislative mandates relating to species at risk or water resources.

4.0 Monitoring Plan

- 4.1 On or before May 19, 2024 or within twenty-four (24) months of the date of the publication of the Ministry's monitoring guidance, whichever is later, the Owner shall develop and implement a monitoring plan for the Authorized System. The monitoring plan shall be:
- 4.1.1 Signed and approved by management with the authority delegated by the Owner to do so;
 - 4.1.2 Peer-reviewed by a third-party Qualified Person (QP), external to the development of the Monitoring Plan, to verify the adequacy of the Monitoring Plan in complying with conditions 4.4 and 4.5 of Schedule E. The results of the peer review shall include:
 - a) Written confirmation from the QP that they have the experience and qualifications to carry out the work; and
 - b) Written confirmation from the QP of the adequacy of the Monitoring Plan.
- 4.2 The Owner, or a QP designated by the Owner, may jointly develop the Monitoring Plan in partnership with Owner(s) of other Municipal Stormwater Management Systems as long as the Municipal Stormwater Management Systems are within the same watershed.
- 4.3 The Owner shall ensure the Monitoring Plan is implemented and any resulting monitoring data is recorded in an electronic database.

- 4.4 The Monitoring Plan shall include:
- 4.4.1 Procedures to verify that the operational performance of the Authorized System is as designed/planned;
 - 4.4.2 Procedures to assess the environmental impact of the Municipal Stormwater Management System; and
 - 4.4.3 Procedures for any corrective action that may be required to address any performance deficiencies or environmental impacts identified from above conditions 4.4.1 or 4.4.2.
- 4.5 The Monitoring Plan shall also include, but not be limited to:
- 4.5.1 Identification of the Sewage Works to be monitored, including outlets and any works that provide quality and/or quantity control;
 - 4.5.2 Identification of the key receivers to be monitored within the Owner's municipal boundaries and the monitoring locations;
 - 4.5.3 Consideration of relevant municipal land use and environmental planning documents (e.g., Stormwater Management Master Plan, Class Environmental Assessment Project, asset management plan, subwatershed studies, and planned development);
 - 4.5.4 Characterization of water quality and quantity conditions and identification of water users to be protected, based on conditions 4.5.2 and 4.5.3;
 - 4.5.5 Identification of water quality and quantity goals, as it relates to Stormwater management, using the information collected in condition 4.5.4;
 - 4.5.6 Identification of locations of rainfall gauges to be used;
 - 4.5.7 Identification of inspections, measurements, sampling, analysis and/or other monitoring activities that were used as the basis for or will inform future updates to the procedures identified in condition 4.4.
 - 4.5.8 Details respecting a monitoring program for the works and the receivers, that includes, at a minimum:
 - a) Hydrological, chemical, physical, and biological parameters, as appropriate, in alignment with the goals;

- b) Ensures water level of the Stormwater Measurement Facilities, excluding MTDs, are measured at regular intervals with a water level gauge;
 - c) Monitoring methodology, including the frequency and protocols for sampling, analysis, and recording, with consideration of dry and wet weather events and timing of sampling during wet weather events.
 - d) Ensures that the time of all samples or measurements are recorded.
- 4.5.9 An implementation plan for the monitoring program that identifies timelines and, if the monitoring occurs on a rotational basis, provides a description of the rotational schedule and associated works.
- 4.5.10 Includes a summary of all monitoring data along with an interpretation of the data and any conclusion drawn from the data evaluation about the need for future modifications to the Authorized System or system operations, and
- 4.5.11 Consideration of adaptive management practices (e.g., evidence-based decision making).
- 4.6 The Owner shall ensure that the Monitoring Plan is updated where necessary within twelve (12) months of any Alteration to the Authorized System, or more frequently as required by the Monitoring Plan.
- 4.7 The Owner shall, on request and without charge, provide a copy of the Monitoring Plan and any resulting monitoring data to members of the public.

5.0 Reporting

- 5.1 The Owner shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to Ministry staff.
- 5.2 The Owner shall prepare an annual performance report for the Authorized System that:
 - 5.2.1 Is submitted to the Director on or before April 30th of each year and covers the period from January 1st to December 31st of the preceding calendar year.
 - a) For clarity, the first report shall cover the period of January 1, 2023 to December 31st, 2023 and be submitted to the Director on or before April 30th, 2024.

- 5.2.2 Includes a summary of all monitoring data along with an interpretation of the data and an overview of the condition and operational performance of the Authorized System and any Adverse Effects on the Natural Environment;
- 5.2.3 Includes a summary and interpretation of environmental trends based on all monitoring information and data for the previous five (5) years;
- 5.2.4 Includes a summary of any operating problems encountered and corrective actions taken;
- 5.2.5 Includes a summary of all inspections, maintenance, and repairs carried out on any major structure, equipment, apparatus, mechanism, or thing forming part of the Authorized System;
- 5.2.6 Includes a summary of the calibration and maintenance carried out on all monitoring equipment;
- 5.2.7 Includes a summary of any complaints related to the Sewage Works received during the reporting period and any steps taken to address the complaints;
- 5.2.8 Includes a summary of all Alterations to the Authorized System within the reporting period that are authorized by this Approval including a list of Alterations that pose a Significant Drinking Water Threat;
- 5.2.9 Includes a summary of all Spills or abnormal discharge events;
- 5.2.10 Includes a summary of actions taken, including timelines, to improve or correct performance of any aspect of the Authorized System; and
- 5.2.11 Includes a summary of the status of actions for the previous reporting year.
- 5.3 The report described in condition 5.2 shall be:
 - 5.3.1 Made available, on request and without charge, to members of the public who are served by the Authorized System; and
 - 5.3.2 Made available, by June 1st of the same reporting year, to members of the public without charge by publishing the report on the Internet, if the Owner maintains a website on the Internet.

6.0 Record Keeping

- 6.1 The Owner shall retain for a minimum of ten (10) years from the date of their creation:
 - 6.1.1 All records, reports and information required by this Approval and related to or resulting Alterations to the Authorized System, and
 - 6.1.2 All records, report and information related to the operation, maintenance and monitoring activities required by this Approval.
- 6.2 The Owner shall update, within twelve (12) months of any Alteration to the Authorized System being placed into service, any drawings maintained for the Municipal Stormwater Management System to reflect the Alteration of the Sewage Works, where applicable.

7.0 Review of this Approval

- 7.1 No later than the date specified in Condition 1 of Schedule A of this Approval, the Owner shall submit to the Director an application to have the Approval reviewed. The application shall, at minimum:
 - 7.1.1 Include an updated description of the Sewage Works within the Authorized System, including any Alterations to the Sewage Works that were made since the Approval was last issued; and
 - 7.1.2 Be submitted in the manner specified by Director and include any other information requested by the Director.

8.0 Source Water Protection

- 8.1 The Owner shall ensure that any Alteration in the Authorized System is designed, constructed, and operated in such a way as to be protective of sources of drinking water in Vulnerable Areas as identified in the Source Protection Plan, if available.
- 8.2 The Owner shall prepare a "Significant Drinking Water Threat Assessment Report for Proposed Alterations" for the Authorized System on or before May 19, 2023 that includes, but is not necessarily limited to:
 - 8.2.1 An outline of the circumstances under which proposed Alterations could pose a Significant Drinking Water Threat based on the Director's Technical Rules established under the CWA.
 - 8.2.2 An outline of how the Owner assesses the proposed Alterations to identify drinking water threats under the CWA.
 - 8.2.3 For any proposed Alteration a list of components, equipment, or Sewage Works that are being altered and have been identified as a Significant Drinking Water Threat.

- 8.2.4 A summary of design considerations and other measures that have been put into place to mitigate risks resulting from construction or operation of the components, equipment, or Sewage Works identified in condition 8.2.3, such as those included in the Standard Operating Policy for Sewage Works.
- 8.3 The Owner shall make any necessary updates to the report required in condition 8.2 at least once every twelve (12) months.
- 8.4 Any components, equipment, or Sewage Works added to the report required in condition 8.2 shall be include in the report for the operational life of the Sewage Works.
- 8.5 Upon request, the Owner shall make a copy of the report required in condition 8.2 available to the Ministry or Source Protection Authority staff.

9.0 Storm Sewer Catchment Asset Inventory

- 9.1 The Owner shall prepare and submit to the Director an inventory of the storm sewersheds and classify in accordance with Tables E1 and E2, on or before May 19, 2025. Minimum classification of the level of Stormwater management is as follows:
- 9.1.1 Level A – Stormwater receives treatment for water quality and quantity prior to discharge to the environment;
- 9.1.2 Level B – Stormwater receives treatment for water quality but no water quantity prior to discharge to the environment; and
- 9.1.3 Level C – Stormwater receives no treatment for water quality prior to discharge to the environment.

Table E1. Storm Sewershed and Associated Treatment

Outlet Asset ID	Sewershed Catchment Area (ha)	Tributary or Receiver	Subwatershed/ Watershed	Stormwater Management Level (A, B or C)	Treatment provided by other municipality (if applicable)

Table E2. Summary of Storm Sewersheds

Stormwater Management Level	Total Number of Outlets to Environment	Total Sewershed Catchment Area (ha)
Level A		
Level B		
Level C		

- 9.2 Within 12 (twelve) months of the date that the inventory required in condition 9.1 is submitted to the Director, the document(s) or file(s) referenced in Table B1 of Schedule B of this Approval shall be updated to identify the storm sewersheds for each outlet and their level of Stormwater management.

Schedule F: Residue Management

System Owner	Edwardsburgh/Cardinal, The Corporation of the Township of
ECA Number	155-S701
System Name	Town of Edwardsburgh Cardinal Stormwater Management System
ECA Issue Date	July 27th, 2022

1.0 Residue Management System

1.1 Not Applicable.

Appendix A – Stormwater Management Criteria

1.0 Applicability of Criteria

- 1.1 The criteria listed under Table A1 of this Appendix applies to all drainage areas greater than 0.1 ha, with the construction erosion and sediment control criteria applying also to sites <0.1 ha;
- 1.2 Despite condition 1.1 of Appendix A, if some or all of the criteria listed under Table A1 of this Appendix have been assessed for and addressed in other adjacent developed lands to the project site through a subwatershed plan or equivalent study, then those criteria may not be applicable to the project site.

Table A1. Performance Criteria

Water Balance ^[1]	<p>FOR DEVELOPMENT SCENARIOS ^[2]</p> <p>Assessment Studies:</p> <div>i) Control ^[3] as per the criteria identified in the water balance assessment completed in one or more of the following studies ^[15], if undertaken: a watershed/subwatershed plan; Source Protection Plan (Assessment Report component); Master Stormwater Management Plan, Master Environmental Servicing Plan; Class EA, or similar approach that transparently considers social, environmental and financial impacts; or local site study including natural heritage, Ecologically significant Groundwater Recharge Areas (EGRA), inflow and infiltration strategies. The assessment should include sufficient detail to be used at a local site level and consistent with the various level of studies; OR</div> <p>IF Assessment Studies in i) NOT completed:</p> <div>ii) Control ^[3] the recharge ^[4] to meet Pre-development ^[5] conditions on property; OR</div> <div>iii) Control ^[3] the runoff from the 90th percentile storm event.</div> <p>Lake Simcoe Watershed Municipalities:</p> <div>iv) Control ^[3] as per the evaluation of anticipated changes in water balance between Pre-development and post-development assessed through a Stormwater management plan in support of an application for Major Development ^[6]. The assessment should include sufficient detail to be used at a local site level. If it is demonstrated, using the approved water balance estimation methods ^[7], that the site’s post to Pre-development water balance cannot be met, and Maximum Extent Possible ^[8] has been attained, the proponent may use Lake Simcoe and Region Conservation Authority’s (LSRCA) Recharge Compensation Program ^[9].</div> <p>FOR RETROFIT SCENARIOS ^[10]</p> <p>Assessment Studies:</p> <div>i) Control as per criteria identified in the water balance assessment completed in one or more of the following studies: a watershed/subwatershed plan, Source Protection Plan (Assessment Report component), Master Stormwater Management Plan, Master Environmental Servicing Plan,</div>
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	<p>Class EA, or local site study including natural heritage, EGRA, inflow and infiltration strategies, if undertaken. The assessment should include sufficient detail to be used at a local site level and consistent with the various level of studies; OR</p> <p>ii) If constraints ^[11] identified in i), then control ^[3] as per Maximum Extent Possible ^[8] based on environmental site feasibility studies or address local needs^[14].</p> <p>IF Assessment Studies in i) NOT completed:</p> <p>iii) Control ^[3] the recharge ^[4] to meet Pre-development ^[5] conditions on property; OR</p> <p>iv) Control ^[3] the runoff from the 90th percentile storm event.</p>
Water Quality ^[1]	<p>FOR DEVELOPMENT SCENARIOS ^[2]</p> <p>All of the following criteria must be met for development scenarios:</p> <p>General:</p> <p>i) Characterize the water quality to be protected and Stormwater Contaminants (e.g., suspended solids, nutrients, bacteria, water temperature) for potential impact on the Natural Environment, and control as necessary, OR</p> <p>ii) As per the watershed/subwatershed plan, similar area-wide Stormwater study, or Stormwater management plan to minimize, or where possible, prevent increases in Contaminant loads and impacts to receiving waters.</p> <p>Suspended Solids:</p> <p>i) Control ^[3] 90th percentile storm event and if conventional methods are necessary, then enhanced, normal, or basic levels of protection (80%, 70%, or 60% respectively) for suspended solids removal (based on the receiver).</p> <p>Phosphorus:</p> <p>i) Minimize existing phosphorus loadings to Lake Erie and its tributaries, as compared to 2018 or conditions prior to the proposed development, OR</p> <p>ii) Minimize phosphorus loadings to Lake Simcoe and its tributaries. Proponents with development sites located in the Lake Simcoe watershed shall evaluate anticipated changes in phosphorus loadings between Pre-development and post-development through a Stormwater management plan in support of an application for Major Development ^[6]. The assessment should include sufficient detail to be used at a local site level. If, using the approved phosphorus budget tool ^[12], it is demonstrated that the site's post to Pre-development phosphorus budget cannot be met, and Maximum Extent Possible ^[8] has been attained, the proponent may use LSRCA's Phosphorus Offsetting Policy ^[9].</p> <p>FOR RETROFIT SCENARIOS ^[10]</p> <p>i) Improve the level of water quality control currently provided on site; AND</p> <p>ii) As per the 'Development' criteria for Suspended Solids, OR</p> <p>iii) If 'Development' criteria for Suspended Solids cannot be met, Works are designed as a multi-year retrofit project, in accordance with a rehabilitation study or similar area-wide Stormwater study, such that the completed treatment train will achieve the 'Development' criteria for Suspended Solids or local needs^[14], within ten (10) years; OR</p>

	iv) If constraints ^[11] identified in ii) and iii), then control ^[3] as per Maximum Extent Possible ^[8] based on environmental site feasibility studies.
Erosion Control (Watershed) ^[1]	FOR DEVELOPMENT SCENARIOS ^[8] i) As per erosion assessment completed in watershed/subwatershed plan, Master Stormwater Management Plan, Master Environmental Servicing Plan, Drainage Plan, Class EA, local site study, geomorphologic study, or erosion analysis; OR ii) As per the Detailed Design Approach or Simplified Design Approach methods described in the Stormwater Management Planning and Design Manual: a. The Detailed Design Approach may be selected by the proponent for any development regardless of size and location within the watershed provided technical specialists are available for the completion of the technical assessments; or considered more appropriate than the simplified approach given the size and location of the development within the watershed and the sensitivity of the receiving waters in terms of morphology and habitat function. b. The Simplified Design Approach may be adopted for watersheds whose development area is generally less than twenty hectares AND either one of the following two conditions apply: 1) The catchment area of the receiving channel at the point-of-entry of Stormwater drainage from the development is equal to or greater than twenty-five square kilometres; or 2) Meets the following conditions: • The channel bankfull depth is less than three quarters of a metre; • The channel is a headwater stream; • The receiving channel is not designated as an Environmentally Sensitive Area (ESA) or Area of Natural or Scientific Interest (ANSI) and does not provide habitat for a sensitive aquatic species; • The channel is stable to transitional; and • The channel is slightly entrenched; OR iii) In the absence of a guiding study, detain at minimum, the runoff volume generated from a 25 mm storm event over 24 to 48 hours. FOR RETROFIT SCENARIOS ^[10] i) If approaches i-iii) under ‘Development Scenarios’ are not feasible as per identified constraints ^[11] , then improve the level of erosion control ^[3] currently provided on site to Maximum Extent Possible ^[8] based on environmental site feasibility studies or address local needs ^[14] .
Water Quantity (Minor and Major System) ^[1]	i) As per municipal standards, Master Stormwater Management Plan, Class EA, Individual EA and/or ECA, as appropriate for the type of project ^[13]
Flood Control (Watershed Hydrology) ^[1]	FOR DEVELOPMENT SCENARIOS ^[2] i) Manage peak flow control as per watershed/subwatershed plans, municipal criteria being a minimum 100 year return storm (except for site-specific considerations and proximity to receiving water bodies), municipal guidelines and standards, Individual/Class EA, ECA, Master Plan, as appropriate for the type of project ^[13] .

	<p>FOR RETROFIT SCENARIOS ^[10]</p> <p>i) If approaches i) under ‘Development Scenarios’ are not feasible as per identified constraints ^[11], then improve the level of flood control ^[3] currently provided on site to Maximum Extent Possible ^[8] based on environmental site feasibility studies.</p>
<p>Construction Erosion and Sediment Control</p>	<p>i) Manage construction erosion and sediment control through development and implementation of an erosion and sediment control (ESC) plan. The ESC plan shall:</p> <p>a. Have regard to Canadian Standards Association (CSA) W202 Erosion and Sediment Control Inspection and Monitoring Standard (as amended); OR</p> <p>b. Have regard to Erosion and Sediment Control Guideline for Urban Construction 2019 by TRCA (as amended).</p> <p>ii) Be prepared by a QP for sites with drainage areas greater than 5 ha or if specified by the Owner for a drainage lower than 5 ha.</p> <p>iii) Installation and maintenance of the ESC measures specified in the ESC plan shall have regard to CSA W208:20 Erosion and Sediment Control Installation and Maintenance (as amended).</p> <p>iv) For sites with drainage areas greater than 5 ha, a QP shall inspect the construction ESC measures, as specified in the ESC plan.</p>
<p>Footnote</p>	<p>1. Where the opportunity exists on your project site or the same subwatershed, reallocation of development elements may be optimal for management as described in footnote ^[3].</p> <p>2. Development includes new development, redevelopment, infill development, or conversion of a rural cross-section into an urban cross-section.</p> <p>3. Stormwater volumes generated from the geographically specific 90th percentile rainfall event on an annual average basis from all surfaces on the entire site are targeted for control. Control is in the following hierarchical order, with each step exhausted before proceeding to the next: 1) retention (infiltration, reuse, or evapotranspiration), 2) LID filtration, and 3) conventional Stormwater management. Step 3, conventional Stormwater management, should proceed only once Maximum Extent Possible ^[8] has been attained for Steps 1 and 2 for retention and filtration.</p> <p>4. Recharge is the infiltration and movement of surface water into the soil, past the vegetation root zone, to the zone of saturation, or water table.</p> <p>5. Pre-development is defined as the more stringent of the two following scenarios: 1) a site’s existing condition, or 2) as defined by the local municipality.</p> <p>6. Major Development has the same meaning as in the Lake Simcoe Protection Plan, 2009.</p> <p>7. Currently, the approved tool by LSRCA for calculating the water balance is the Thornthwaite-Mather Method. Other tools agreed upon by relevant approval agencies (e.g., LSRCA, municipality, or Ministry) may also be acceptable, subject to written acceptance by the Director.</p> <p>8. Maximum Extent Possible means maximum achievable Stormwater volume control through retention and LID filtration engineered/landscaped/technical Stormwater practices, given the site constraints ^[11].</p> <p>9. Information pertaining to LSRCA’s Recharge Compensation Program and Phosphorus Offsetting Policy is available on LSRCA’s website (lsrca.on.ca), or in “Water Balance Recharge Policy for the Lake Simcoe Protection Plan”, dated July 2021, and prepared by Lake Simcoe Region Conservation Authority and “Phosphorus Offsetting Policy”, dated July 2021, and prepared by Lake Simcoe Region Conservation Authority.</p>

	<div>10. Retrofit means: 1) a modification to the management of the existing infrastructure, 2) changes to major and minor systems, or 3) adding Stormwater infrastructure, in an existing area on municipal right-of-way, municipal block, or easement. It does not include conversion of a rural cross-section into an urban cross-section.</div> <div>11. Site constraints must be documented. A list of site constraints can be found in Table A2.</div> <div>12. Tools for calculating phosphorus budgets may include the Ministry’s Phosphorus Tool, the Low Impact Development Treatment Train Tool developed in partnership by TRCA, LSRCA, and Credit Valley Conservation (CVC), or other tools agreed upon by the LSRCA and other relevant approval agencies including the municipality.</div> <div>13. Possible to look at combined grey infrastructure and LID system capacity jointly.</div> <div>14. Local needs include requirements for water quality, erosion, and/or water balance retrofits identified by the owner through ongoing operation and maintenance of the stormwater system, including inspection of local receiving systems and the characterization of issues requiring remediation through retrofit controls.</div> <div>15. All studies shall conform with Ministry policies. If any conclusions in the studies negate policy, then the project will require a direct submission to the Ministry for review through an application pertaining to a Schedule C Notice.</div>
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Table A2. Stormwater Management Practices Site Constraints

Site Constraints	
a)	Shallow bedrock ^[1] , areas of blasted bedrock ^[2] , and Karst;
b)	High groundwater ^[1] or areas where increased infiltration will result in elevated groundwater levels which can be shown through an appropriate area specific study to impact critical utilities or property (e.g., susceptible to flooding);
c)	Swelling clays ^[3] or unstable sub-soils;
d)	Contaminated soils (e.g., brownfields);
e)	High Risk Site Activities including spill prone areas;
f)	Prohibitions and or restrictions per the approved Source Protection Plans and where impacts to private drinking water wells and /or Vulnerable Domestic Well Supply Areas cannot be appropriately mitigated;
g)	Flood risk prone areas or structures and/ or areas of high inflow and infiltration (I/I) where wastewater systems (storm and sanitary) have been shown through technical studies to be sensitive to groundwater conditions that contribute to extraneous flow rates that cause property flooding / Sewer back-ups;
h)	For existing municipal rights-of-way infrastructure (e.g., roads, sidewalks, utility corridor, Sewers, LID, and trails) where reconstruction is proposed and where surface and subsurface areas are not available based on a site-specific assessment completed by a QP;
i)	For developments within partially separated wastewater systems where reconstruction is proposed and where, based on a site-specific assessment completed by a QP, can be shown to: <div><div>i</div>Increase private property flood risk liabilities that cannot be mitigated through design;</div> <div><div>ii</div>Impact pumping and treatment cost that cannot be mitigated through design; or</div>

iii	Increase risks of structural collapse of Sewer and ground systems due to infiltration and the loss of pipe and/or pavement support that cannot be mitigated through design.
j)	Surface water dominated or dependent features including but not limited to marshes and/or riparian forest wetlands which derive all or a majority of their water from surface water, including streams, runoff, and overbank flooding. Surface water dominated or dependent features which are identified through approved site specific hydrologic or hydrogeologic studies, and/or Environmental Impact Statements (EIS) may be considered for a reduced volume control target. Pre-consultation with the MECP and local agencies is encouraged;
k)	Existing urban areas where risk to water distribution systems has been identified through assessments to meet applicable drinking water requirements, including Procedures F-6 and F-6-1, and substantiated by a QP through an appropriate area specific study and where the risk cannot be reasonably mitigated per the relevant design guidelines;
l)	Existing urban areas where risk to life, human health, property, or infrastructure has been is identified and substantiated by a QP through an appropriate area specific study and where the risk cannot be reasonably mitigated per the relevant design guidelines;
m)	Water reuse feasibility study has been completed to determine non-potable reuse of Stormwater for onsite or shared use;
n)	Economic considerations set by infrastructure feasibility and prioritization studies undertaken at either the local/site or municipal/system level ^[4] .
Footnote: 1. May limit infiltration capabilities if bedrock and groundwater is within 1m of the proposed Facility invert per Table 3.4.1 of the LID Stormwater Planning and Design Guide (2010, V1.0 or most recent by TRCA/CVC). Detailed assessment or studies are required to demonstrate infiltration effects and results may permit relaxation of the minimum 1m offset. 2. Where blasting is more localized, this constraint may not be an issue elsewhere on the property. While infiltration-based practices may be limited in blasted rock areas, other forms of LID, such as filtration, evapotranspiration, etc., are still viable options that should be pursued. 3. Swelling clays are clay soils that is prone to large volume changes (swelling and shrinking) that are directly related to changes in water content. 4. Infrastructure feasibility and prioritization studies should comprehensively assess Stormwater site opportunities and constraints to improve cost effectiveness, environmental performance, and overall benefit to the receivers and the community. The studies include assessing and prioritizing municipal infrastructure for upgrades in a prudent and economically feasible manner.	

Committee: Combined Committee of the Whole – AF- PWESF

Date: August 8, 2022

Department: Public Works

Topic: Request to Stop Up, Close and Convey Road Allowance (Glock o/b Barkley)

Purpose: To review and make a recommendation on a request to stop up, close and convey a portion of a road allowance between Lots 24 and 25, Concession 7, identified as Part 2 of Plan 15R-6142 (PIN 6814-10297).

Background: The Township has received a request to close the above-mentioned road allowance from Mr. Thomas Glock, legal representative for Jacqueline Barkley. Ms. Barkley is the former owner of 7068 County Rd 44, which is adjacent to the subject road allowance. It is requested that the road allowance be conveyed to the current owners of this property. The request notes that Ms. Barkley has been assessed and paid taxes on the road allowance as part of 7068 County Rd 44.

Correspondence from the property file provides the following history:

In January of 1995, the property at 7068 County Road 44 was acquired by PHH Home Equity Group. The buyer and seller had believed that the subject road allowance was part of this property and included in the sale. Upon learning that the road allowance was owned by the Township, a request was made to the Township, on behalf of the seller, to stop up, close and convey this road allowance to PHH Home Equity Group.

In February of 1995, a fee payment was made and the Township initiated the public consultation process. It was anticipated that the matter would be dealt with by April 30th, 1995.

On May 10th, 1995, PHH Home Equity Group requested a status update from the Township. 7068 County Road 44 was to be sold to Ms. Barkley, with a closing date of May 15th.

On May 15th, 1995, the Township advised that a decision was made not to proceed with the road closing because the road allowance is used by residents to access their properties. The application fee was refunded. 7068 County Road 44

was sold to Ms. Barkley. The property transfer and deed include the road allowance, but notes that the road allowance has not been closed by bylaw.

In 2018, 7068 County Rd 44 was sold to the current owner. As part of the sale, Ms. Barkley undertook to use best efforts to have the road allowance closed and sold. The request now received by the Township is made as part of these best efforts.

Legal Counsel for the Township confirms that the Township is the legal owner of the subject road allowance, PIN 6814-10297. Should Council wish to close and convey the road allowance, it will need to be done by bylaw.

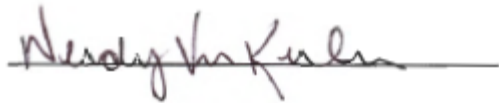
As the previous request was made 27 years ago, it is reasonable for Council to reconsider the closure and conveyance of this road allowance.

Policy Implications: The Township's Unopened Road Allowance Bylaw 2015-52 provides that such requests will only be considered where the closure will not lead to issues of land locking or blocked access to privately owned property. While the request would not result in land-locking any parcel, consideration should be made that previous concerns were raised.

Bylaw 2015-52 requires that all intended conveyances are to be publicized. Advertising could be done through the Township's website and local newspaper, where notices are regularly shared. In consideration that previous concerns were raised, it would be reasonable to also notify the surrounding property owners by mail.

Financial Considerations: Bylaw 2015-52 provides that all costs of the conveyance shall be borne by the applicant. The applicant is aware and agrees to this requirement.

Recommendation: That Committee recommend that Council agree to stop up and close the unopened road allowance identified as Part 2 on Plan 15R-6142; and that the land be conveyed to the owner of 7068 County Road 44; and that the intended conveyance be publicized through the Township's website, local newspaper, and by direct mail to property owners of land within 120m.



Community Development Coordinator



Director of Operations



CAO

THOMAS A.GLOCK B.A. (Hon) LLB
Barrister, Solicitor & Notary Public
111 King Street East , Box 1630, Prescott, Ontario K0E 1T0

Telephone: (613) 925-1414 Fax : (613) 925-3485
email: glockprescott@gmail.com

May 6, 2022

Township of Edwardsburgh/Cardinal
P.O. Box 129
Spencerville, ON
K0E 1X0

Attention: Chief Administrative Official

RECEIVED
73
JUN -8 2022
TOWNSHIP OF
EDWARDSBURGH/CARDINAL

**Re: Application to close up a Portion of Road Allowance between Lots 24 and 25,
Concession 7, Edwardsburgh Township**

In 2018 my client Jacqueline Barkley sold her home at Lot 25 Concession 7
Edwardsburgh Township , 7068 County Road 44 Spencerville, to Shawn Letriard

It was discovered that a portion of her property was actually located on the Road
Allowance between Lots 24 and 25. I enclose copy of R Plan 6142 that shows that part as
Part 2.

The client has actually been assessed and paid taxes on that portion.

I had been corresponding with Shelbi McFarland about the issue and actually prepared a
letter January 30, 2019 , copy attached which it appears I had not sent.

I wonder if you could start the process of closing the road allowance and advise me of
funds required

Yours truly


Thomas A. Glock

THOMAS A. GLOCK, B.A. (Hon) LLB
PROFESSIONAL CORPORATION
Barrister, Solicitor & Notary Public
111 King Street East , Box 1630, Prescott, Ontario K0E 1T0
Telephone: (613) 925-1414 Fax : (613) 925-3485
email: glockprescott@gmail.com

January 30, 2019

Township of Edwardsburgh/Cardinal
P.O. Box One
Spencerville, ON
K0E 1X0

Attn... Chief Administrative Officer

Re: Application Road Closing Jaqueline Barkley Part Lot 24 Concession 7

I have been corresponding with Shelbi McFarland about this since my client became involved in selling her home at 7068 County Road 44, which was eventually closed July 16, 2019

As part of the sale my client had to undertake to apply for the closing and sale to the new owner of a portion of the Road Allowance between Lots 25 and 25, Concession 7.

As I understand it my client's deed has included a portion of this road allowance since she obtained title in 1995. I enclose copy of her deed instrument # 133486

Since that time her tax bill has included that portion of the Road allowance known as Part 2, 15 R – 6142.

This Plan also shows the abutting owner having a portion of the road allowance , Part 4 on the Plan as part of his property.

Could you advise of the process and also possibly put this request before council for their consideration?

Yours truly


Thomas A. Glock



Transfer/Deed of Land

THE REGISTRY ACT, R.S.O. 1990, c. 170
Amended R.O., 1995

Form 1 — Land Registration Return Act

A

NUMBER 132486 CERTIFICATE OF REGISTRATION LAND REGISTRY OFFICE NO. 15 95 MAY 15 10:08 PRESCOTT LAND REGISTRAR		(1) Registry <input checked="" type="checkbox"/> Land Title <input type="checkbox"/> (2) Page 1 of 2 pages	
New Property Identifiers		(3) Property Identifier(s) Block <input type="checkbox"/> Property <input type="checkbox"/> Additional See Schedule <input type="checkbox"/>	
Resolutions		(4) Consideration One hundred and ten thousand and 00/100 Dollars \$ 110,000.00	
Additional See Schedule <input type="checkbox"/>		(5) Description This is a: Property Division <input checked="" type="checkbox"/> Property Concession <input type="checkbox"/>	
Additional See Schedule <input type="checkbox"/>		Part Lot 24, Concession 7 and part of the Road Allowance between Lots 24 and 25 Concession 7, being Parts 1 and 2, Plan 15R-6142 Township of Edwardsburgh County of Grenville Registry Division of Grenville (No. 15) The said Road Allowance has not been closed by By-Law.	
(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
(8) Transferor(s): The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that			
Name(s) PRH HOMEQUITY INC.		Signature(s)	Date of Signature Y M D 1995 04 10
		Per: GRANT R. MOORE A.S.O. I have authority to bind the corporation	
(9) Spouse(s) of Transferor(s): I hereby consent to this transaction			
Name(s)		Signature(s)	Date of Signature Y M D
(10) Transferee(s) Address for Service 40 University Avenue, #300, Toronto, Ontario M5J 2V9			
(11) Transferee(s)			
Name(s) BARKLEY, William Clarence		Date of Birth Y M D 1934 03 05	
Name(s) BARKLEY, Jacqueline Alice		Date of Birth Y M D 1942 07 04	
as joint tenants			
(12) Transferee(s) Address for Service W. Clarence Barkley, R.R. # 3, Spencerville, Ontario K0E 1X0 Box 33			
(13) (Transferor) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.			
Signature		Date of Signature Y M D 1995 04 10	Signature
Moore & Costello 5 Fairview Hall Drive, #365 Willowdale, Ontario M2J 2Z1		Date of Signature Y M D 1995 04 10	Signature SIMON M. KERR
(14) Solicitor for Transferor(s): I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subsection 50 (22) (c) (6) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferee and I am an Ontario solicitor in good standing.			
Name and Address of Solicitor R. M. TOBIN, 257 KING ST. WEST, PRESCOTT, ONTARIO, K0E 1T0		Signature	Date of Signature Y M D 1995 05 08
(15) Assessment Roll Number of Property	Cty. 07	Mun. 01	Map 000 Sub. 040
(16) Municipal Address of Property R.R. # 3 Spencerville, Ontario K0E 1X0		(17) Document Prepared by: Moore & Costello 5 Fairview Hall Drive, #365 Willowdale, Ontario M2J 2Z1 Tobin 17013	
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee	50.00
		Land Transfer Tax	825.00
		Total	875.00

REFERENCE PLAN OF SURVEY OF
PART LOT 24, CONCESSION 7, and
PART OF THE ROAD ALLOWANCE BETWEEN LOTS 24 & 25, CON. 7
TOWNSHIP OF EDWARDSBURGH
COUNTY OF GRENVILLE

SCALE: 1" = 100'
1980
Wm. J. JOHNSTON O.L.S.

PART	LOT	SCHEDULE CON.	AREA	INSTR. No.
1	24	7	1.46 acs.	26637
2	ROAD	ALLOWANCE	0.14 acs.	—
3	24	7	1.66 acs.	22786 - Rem.
4	ROAD	ALLOWANCE	0.26 acs.	—

PLAN 15R-6142

RECEIVED AND DEPOSITED

July 28 1980

W. J. Johnston

LAND REGISTRAR FOR THE
REGISTRY DIVISION OF
GRENVILLE (No. 15)

I REQUIRE THIS PLAN TO
BE DEPOSITED UNDER
THE REGISTRY ACT.

July 25 1980

W. J. Johnston

ONTARIO LAND SURVEYOR
W. J. JOHNSTON
WINCHESTER, ONTARIO

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH "THE SURVEYS ACT" AND "THE REGISTRY ACT" AND THE REGULATIONS MADE THEREUNDER.

2. THE SURVEY WAS COMPLETED ON THE 24th DAY OF JULY 1980.

July 25, 1980 *W. J. Johnston*

DATED W. J. JOHNSTON
ONTARIO LAND SURVEYOR
WINCHESTER, ONTARIO

CONCRETE MONUMENTS SHOWN: CM
ROUND IRON BARS, 1" Diam. x 2 SHOWN: S.I.B.
ROUND IRON BARS, 5/8" Diam. x 2 SHOWN: I.B.
STANDARD IRON BARS, 1" x 4 SHOWN: S.I.B.
IRON BARS, 5/8" x 2 + SHOWN: I.B.
SUBDIVISION BARS, 1/2" x 2 + SHOWN: S.B.
ED. DENOTES EVIDENCE FOUND.
WIT. DENOTES WITNESS

FENCES SHOWN THIS: X-----X-----X
MTC DENOTES MINISTRY OF TRANSPORTATION AND COMMUNICATIONS
ALL BARS FOUND BEAR NO. 186 UNLESS INDICATED OTHERWISE!
BEARING REFERENCE:

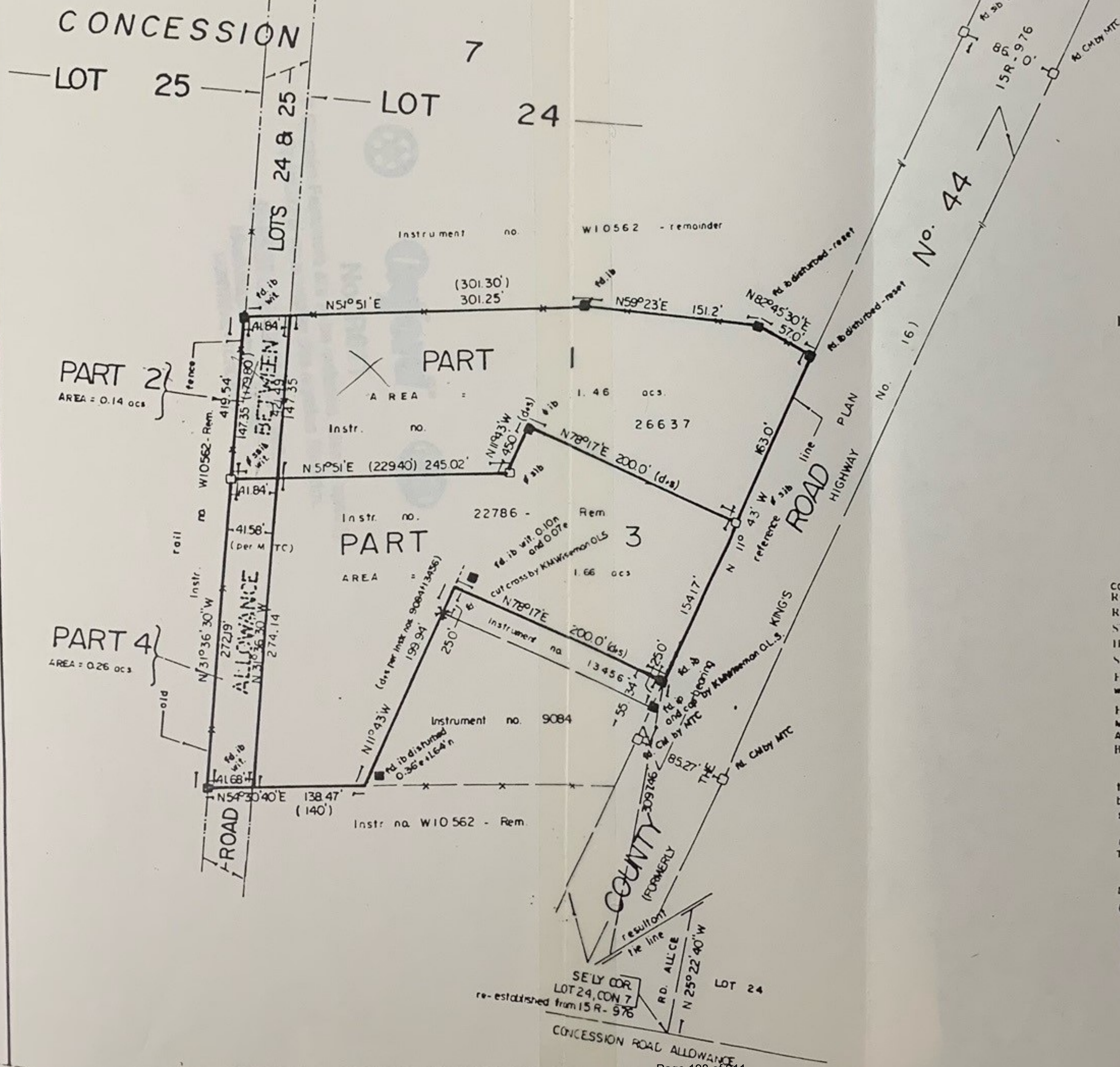
BEARINGS ARE ASTRONOMIC, and are referred to a portion of the westerly limit of County Road No. 44, between monuments found, as established by Plan 15R-976, said bearing being N 11° 43' W.

NOTE: MEASUREMENTS SHOWN TO WITNESS BARS ARE TAKEN AT 90° TO INTERSECTING BOUNDARIES UNLESS INDICATED OTHERWISE!!

DEED MEASUREMENTS SHOWN (200.0')
(d.s.) DENOTES DEED AND SET

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

DRAUGHTSMAN: JOHN D. MAXWELL
FROM THE OFFICES OF
HAZEN MELDRUM LIMITED
ONTARIO LAND SURVEYORS
CORNWALL-WINCHESTER



WARREN AND JANSEN

BARRISTERS - SOLICITORS
NOTARIES

EDWARD J.W. WARREN, Q.C.
PAUL A. JANSEN, B.A., LL.B.

215 VAN BUREN STREET
P.O. BOX 820
KEMPTVILLE, ONTARIO
K0G 1J0
TELEPHONE (613) 258-7462
FAX (613) 258-7761

January 19, 1995

Richard Bennett, Clerk,
Township of Edwardsburgh,
SPENCERVILLE, Ontario
K0E 1X0

Dear Sir,

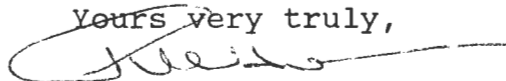
Further to the meeting held this morning which you, Mr. Paul Champagne and the writer attended, we confirm that you will put our position to the Township Council and see if you can help with the closing up of the South end of the unopened road allowance between Lots 24 and 25, Concession 7 of the Township of Edwardsburgh.

Subsequent to speaking with you, we called upon Mr. and Mrs. Earl Connell and actually viewed the area in question. Mr. Connell's position was that he would have no objection to the South half of the road being closed and agreed that, whereas he was entitled to all of the road which his farm surrounds, he saw no real problem with forfeiting the approximately 20 1/2 feet that he might otherwise be entitled to behind the two lots which stretch from County Road 44 to the unopened road allowance at the North end of the property owned by him.

The writer indicated that he would be responsible for placing the necessary advertisements for 4 weeks in the Kemptville Advance and preparing the deeds to Mrs. Connell and the Brown property which is the most northerly of the two lots referred to.

Perhaps you could advise this office at your earliest convenience if these arrangements are satisfactory to your Council and we would like to extend our gratitude for any help you have given us with this matter.

Yours very truly,

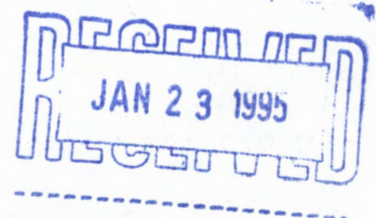


Edward J. W. Warren.

EJWW/bw

c.c. Mr. and Mrs. Earl Connell

c.c. Paul Champagne



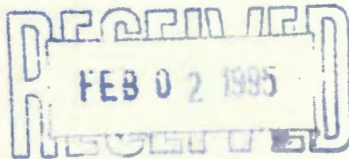
MOORE

&

COSTELLO

BARRISTERS & SOLICITORS

January 29, 1995



Grant R. Moore
Robert E.A. Costello
Simon M. Kert

Town of Edwardsburgh
Clerks Department
Box 129, Centre Street
Spencerville, Ontario
K0E 1X0

Attention: Dorothy Joan Connel

Dear Ms. Connel:

RE: PHH HOMEQUITY INC. PURCHASE FROM BROWN
R.R. #3, SPENCERVILLE, ONTARIO BEING
PART OF LOT 24, CONC. 7 & PART OF ROAD ALLOWANCE
BETWEEN LOTS 24 & 25, CONC. 7, BEING
PARTS 1 & 2 ON REFERENCE PLAN 15R-6142

I believe you are aware that we are the solicitors for PHH Homequity Inc. who acquired the above mentioned property from Mr. & Mrs. Brown on January 19, 1995 and an issue has risen with respect to part 2 on reference plan 15R-6142 being an old road allowance in favour of the Township of Edwardsburgh.

It was the view of Mr. & Mrs. Brown, I believe, and adjoining owners that they, in fact, owned the road allowance set out on part 2 and I understand that the Township of Edwardsburgh is in the process of preparing a by-law allowing for the conveyance of the property.

I would appreciate your confirmation of this fact and the deed should be given to PHH Homequity Inc., 40 University Avenue, Suite 300, Toronto, Ontario, M5J 2V9 and sent c/o of this writer's office for registration.

I wonder if you could advise me in writing as to when you expect that this matter might be concluded.

On the closing of this transaction, the law firm of Warren and Jansen undertook to pursue this matter and, no doubt, you will hear from them, but we are writing to you directly as our clients have a vested interest in the property.

Yours very truly,

MOORE & COSTELLO

Grant R. Moore
GRM/vk
c.c. PHH Homequity Inc.



CORPORATION OF THE

Township of Edwardsburgh

OFFICE OF CLERK TREASURER
P.O. BOX 129
SPENCERVILLE, ONT.
K0E 1X0

PHONE: 613-658-3055
FAX: 613-658-3445

February 9, 1995

Mr. Grant R. Moore
Moore & Costello
5 Fairview Mall Drive, Suite 365
Willowdale, Ontario
M2J 2Z1

Dear Mr. Moore:

RE: PHH HOMEQUITY INC. PURCHASE FROM BROWN

In response to your letter of January 29, 1995, we advise that Council has approved the request from Mr. Ted Warren of Warren & Jansen to stop up and sell the road allowance between Lots 24 and 25, Concession 7, Township of Edwardsburgh.

We will be commencing the advertisement of this road closing in the very near future and would anticipate that this matter might be concluded by April 30, 1995.

If you have any further questions, please contact us.

Yours very truly,

Richard Bennett
Clerk-Treasurer

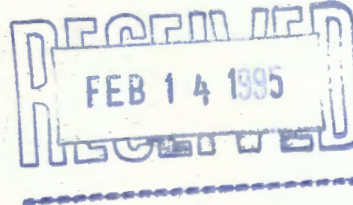
RB/dm

MOORE

&

COSTELLO

BARRISTERS & SOLICITORS



Grant R. Moore
Robert E.A. Costello
Simon M. Kert

February 10, 1995

Township of Edwardsburgh
Clerks Department
Centre Street
Box 129
Spencerville, Ontario
K0E 1X0

Attention: Dorothy Jean Connel

Dear Ms. Connel,

RE: PHH HOMEQUITY INC. purchase from Brown
Part of Lot 24, Concession 7
AND RE: Parts 1 & 2 on Reference Plan 15R-6142 being
Road Allowance between Lots 24 & 25, Concession 7
R.R. # 3, Spencerville, Ontario

The above-noted transaction was completed on January 19, 1995 and we wish to have Part 2 on Reference Plan 15R-6142 conveyed to our client as soon as possible.

Further to our letter of January 29, 1995, we understand that the Township of Edwardsburgh is in the process of passing a by-law which will allow for a conveyance of this property to PHH HOMEQUITY INC.

We received an undertaking from Edward J. W. Warren of Warren & Jansen on closing to do all things necessary to have this property conveyed to our client.

Please advise the undersigned of the status of this matter at your earliest convenience. We would appreciate your response by fax.

Yours very truly,

MOORE & COSTELLO

GRANT R. MOORE
GRM\gc

WARREN AND JANSEN

BARRISTERS - SOLICITORS
NOTARIES

EDWARD J.W. WARREN, Q.C.
PAUL A. JANSEN, B.A., LL.B.

215 VAN BUREN STREET
P.O. BOX 820
KEMPTVILLE, ONTARIO
K0G 1J0
TELEPHONE (613) 258-7462
FAX (613) 258-7761

February 10, 1995

BY HAND

Township of Edwardsburgh,
Spencerville, Ontario

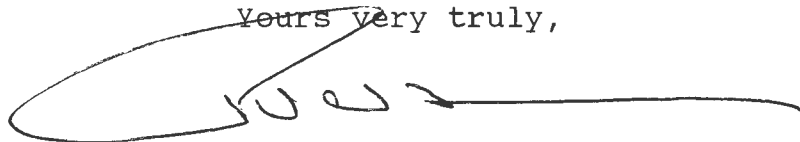
Attention: Richard Bennett, Clerk

Dear Sir, **Re: Closing of Unopened Road Allowance
 between Lots 24 & 25, Concession 7**

Further to our conversation, we are delivering herewith our cheque for \$500.00 being the sum required by the Township in order for it to proceed with the steps required for the above matter.

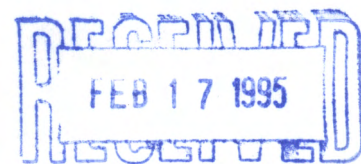
Should you require further information, please do not hesitate to contact the writer.

Yours very truly,



Edward J. W. Warren.

EJWW/bw
encl.



MOORE
&
COSTELLO

BARRISTERS & SOLICITORS

Grant R. Moore
Robert E.A. Costello
Simon M. Kerr

FACSIMILE TRANSMISSION

DATE: May 10, 1995
FIRM: Township of Edwardsburgh
ATTENTION: Richard Bennett - Clerk-Treasurer
FAX NO. (613) 658-3445
FROM : Messrs. Moore & Costello
TELEPHONE No. (416) 493-4148
FACSIMILE No. (416) 493 -3979

NUMBER OF PAGES INCLUDING COVER PAGE: 4

Please contact Garry if you have not received all pages.

MOORE

&

COSTELLO

BARRISTERS & SOLICITORS

Grant R. Moore
Robert E.A. Costello
Simon M. Kert

May 10, 1995

Sent via fax

Township of Edwardsburgh
Office of the Clerk Treasurer
P.O. Box 129
Spencerville, Ontario
K0E 1X0

Attention: Richard Bennett

Dear Sir:

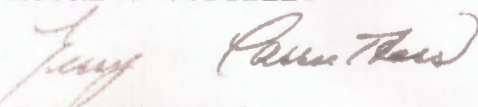
RE: PHH HOMEQUITY INC. purchase from Brown
R.R. # 3, Spencerville
Closed on January 19, 1995

We are the solicitors for PHH HOMEQUITY INC. and wish to inform you that the above-noted property is scheduled to be sold on May 15, 1995. The solicitor for the purchasers has required that the above-noted Road Allowance be conveyed to his clients.

Please advise of the status of the closing of the Road Allowance between Lots 24 & 25, Concession 7. We enclose a copy of your letter of February 9, 1995. We would appreciate your response by return fax as soon as possible.

Yours very truly,

MOORE & COSTELLO


Gerry Carruthers

Encl.



CORPORATION OF THE

Township of Edwardsburgh

OFFICE OF CLERK TREASURER
P.O. BOX 128
SPENCERVILLE, ONT.
K0E 1X0

PHONE: 613-658-3055
FAX: 613-658-3445

February 9, 1995

Mr. Grant R. Moore
Moore & Costello
5 Fairview Mall Drive, Suite 365
Willowdale, Ontario
M2J 2Z1

RECEIVED FEB 13 1995

Dear Mr. Moore:

RE: PHH HOMEQUITY INC. PURCHASE FROM BROWN

In response to your letter of January 29, 1995, we advise that Council has approved the request from Mr. Ted Warren of Warren & Jansen to stop up and sell the road allowance between Lots 24 and 25, Concession 7, Township of Edwardsburgh.

We will be commencing the advertisement of this road closing in the very near future and would anticipate that this matter might be concluded by April 30, 1995.

If you have any further questions, please contact us.

Yours very truly,

Richard Bennett
Clerk-Treasurer

RB/dm

WARREN AND JANSENBARRISTERS SOLICITORS
NOTARIESEDWARD J.W. WARREN, O.C.
PAUL A. JANSEN, B.A., LL.B.215 VAN BUREN STREET
PO BOX 820
KEMPTVILLE, ONTARIO
K0G 1J0
TELEPHONE (613) 258-7482
FAX (613) 258-7761

February 10, 1995

By fax to 416-493-3979

Moore & Costello,
Barristers and Solicitors,
5 Fairview Mall Drive, Suite 365,
Willowdale, Ontario
M2J 2Z1Attention: Grant R. Moore, Esq.

Dear Sirs,

Re: Edwardsburgh Township - Brown Purchase

When speaking with Mr. Bennett, the Clerk of the Township, we were advised that they were progressing with the Road closing. We have forwarded them \$500 towards their costs and they are proceeding with newspaper notices and lobbying the neighbours. Mr. Bennett advised your office had been in contact with him and were made aware of this; we have no further information in that this conversation took place on Thursday, February 9th.

We will keep you informed as well as continue to follow up on the Township's progress.

Yours very truly,



Edward J. W. Warren.

EJWW/bw



CORPORATION OF THE

Township of Edwardsburgh

OFFICE OF CLERK TREASURER
P.O. BOX 129
SPENCERVILLE, ONT.
K0E 1X0

PHONE: 613-658-3055
FAX: 613-658-3445

May 15, 1995

Gerry Carruthers
Moore & Costello
5 Fairview Mall Drive, Suite 365
Willowdale, Ontario
M2J 2Z1

Dear Mr. Carruthers:

Re: PHH Homequity Inc. purchase from Brown

Please be advised that upon consultation with the neighbours regarding the closing of the road allowance between lots 24 and 25, Concession 7, Township of Edwardsburgh, we discovered that there was opposition to the closing.

At least one or two of the neighbours use the unopened road allowance to gain access to other property which they own.

For this reason the Municipal Council have decided not to proceed with the road closing and are now refunding to Mr. Edward Warren the funds he had deposited to proceed with this road closing.

If you have any further questions regarding this matter, please contact the undersigned.

Yours truly,

Richard Bennett
Clerk-Treasurer



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TOWNSHIP OF EDWARDSBURGH CARDINAL INFORMATION ITEM

Committee: Combined Committee of the Whole AF-PWESF

Date: August 8, 2022

Department: Operations

Topic: Spencerville Drainage Project Update

Background: The Spencerville drainage project started pavement stripping operations on July 4th, 2022. To date, all roadways within the scope of the project have been stripped of asphalt. Curb and gutter drain pipes have been installed. All storm water mains are installed under David and Charles St. and the remaining main pipes are expected to be installed by Friday August 5th. Catch basins are scheduled to be installed the week of August 8th. Curb and gutters are scheduled to be installed the week of August 22nd. The project is expected to be complete to a drivable surface within 4 weeks. Landscaping and clean-up operations to follow. Timelines are subject to change.

The project has required 5 Change Orders to date:

- 1) Sod to hydroseed, (this change was part of the award process and does not impact the project contingency).
- 2) Tree removal and catch basin manhole coring, (a large tree was removed from the roads edge along Charles St. and a manhole had to be cored to accommodate an elevation change because of a conflict with a sanitary main).
- 3) Some contaminated soil was discovered during excavation and needs to be shipped to Moose Creek landfill for disposal.
- 4) Cedar St. ditch is to be filled in and curb and gutter extended to the south side of 4 Cedar St.
- 5) Cherry St ditch extending south – piping to be added to the east ditch running from Charles St. just past the junction of the Water St. unopened road allowance. The pipe will be backfilled leaving a slight swale on the surface.

The estimated cost of Change Orders to date is approximately \$80,000.00. There is a 10% contingency for the Spencerville project of \$127,307.50.

A handwritten signature in cursive script, appearing to read 'Gordon'.

Director of Operations

A handwritten signature in cursive script, appearing to read 'D. Scott'.

CAO