



**AGENDA
REGULAR MEETING OF MUNICIPAL COUNCIL**

**Monday, August 22, 2022, 6:30 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Delegations & Presentations**
 - a. Tim Nason - Armstrong Road Surface Remediation
- 5. Minutes of the Previous Council Meetings**
 - a. Regular Council - July 25, 2022
 - b. Special Tri-Council - July 28, 2022
 - c. Special Council - August 8, 2022
 - d. Special Council - August 18, 2022
- 6. Business Arising from the Previous Council Meeting (if any)**
- 7. Committee Minutes**
 - a. Port Management Committee - July 20, 2022
 - b. Committee of the Whole - Community Development - August 2, 2022
 - c. Combined Committee of the Whole - Administration & Finance - Public Works, Environmental Services & Facilities - August 8, 2022
- 8. Action and Information Items from Committees**
 - a. Application for Severance, 2124 County Rd 21 (Lee/Davidson)
 - b. Application for Severance, 506 Lower St (Simzer)
 - c. Site Plan Control Agreement - Moulton - 11 Centre St.
 - d. Youth Citizen of the Year Award Criteria
 - e. Tri-Council Health Care Recruitment
 - f. Tri-Council Cross Promotion of Recreation Assets & Tourism Events (Website)
 - g. SNC Property Maintenance - The Healing Place
 - h. Request to Stop Up, Close & Convey Road Allowance - Glock/Barkley
 - i. Rescind Resolution No. 2022-275 - Armstrong Rd Surface Remediation
- 9. Correspondence**
- 10. Approval of Municipal Disbursements**
- 11. By-laws**
 - a. Procedural Bylaw - Inaugural Meeting Update
3rd & Final Reading
 - b. Escribe Subscription Renewal Agreement

c. ICIP - Green Stream Transfer Payment Agreement

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

**MINUTES
MUNICIPAL COUNCIL**

**Monday, July 25, 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 Pat Sayeau
Deputy Mayor Tory Deschamps
Councillor Hugh Cameron
Councillor Stephen Dillabough
Councillor John Hunter

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Melanie Stubbs, Treasurer
Gord Shaw, Director of Operations
Mike Spencer, Manager of Parks, Recreation & Facilities

1. Call to Order

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

2. Approval of Agenda

Decision: 2022-260

Moved by: T. Deschamps

Seconded by: J. Hunter

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

a. J. Hunter - Application for Severance - 1902 Crowder Rd (Hunter)

Councillor Hunter is the owner/applicant for the severance.

4. Delegations & Presentations

a. Mike MacNaughtan - Spencerville Drainage - Cedar St.

Mr. MacNaughtan, property owner on Cedar St outlined his concerns with the drainage construction project, specifically the proposed open ditch along his property. He noted that the majority of the drainage areas will have level yards with closed ditching and curb and gutter, while a large portion of his property will have an open ditch. It was noted that before the project began Mr. MacNaughtan's property was level to the roadway.

There was a general discussion on the technical design drawings, impact of the open ditch to property and entranceway, impact to water drainage, and possible options and costs to extend the closed ditch with curb and gutter. It was noted that Township staff will consult with the engineer and Mr. MacNaughtan to determine possible alternative options.

5. Minutes of the Previous Council Meetings

a. Regular Council - June 27, 2022

Decision: 2022-261

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives and approves the minutes of the Regular Council Meeting dated June 27, 2022.

Carried

- b. Special Tri-Council Meeting - June 29, 2022

Decision: 2022-262

Moved by: S. Dillabough

Seconded by: J. Hunter

THAT Municipal Council receives and approves the minutes of the Special Tri-Council Meeting dated June 29, 2022.

Carried

- c. Special Council - July 18, 2022

Decision: 2022-263

Moved by: S. Dillabough

Seconded by: J. Hunter

THAT Municipal Council receives and approves the minutes of the Special Council Meeting dated July 18, 2022.

Carried

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

None.

7. Committee Minutes

- a. Public Library Board - May 31, 2022

It was noted that Mr. Jones, CREWS, will be supplying a train engine near the Cardinal Library as a learning exhibit on August 16, and Mr. Mallin is preparing a "gazing at the stars" program.

Decision: 2022-264

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council receives the minutes of the Public Library Board Meeting dated May 31, 2022.

Carried

- b. Port Management Committee - June 22, 2022

Decision: 2022-265

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council receives the minutes of the Port Management Committee Meeting dated June 22, 2022.

Carried

- c. Committee of the Whole - Community Development - July 4, 2022

Decision: 2022-266

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Community Development Meeting dated July 4, 2022.

Carried

- d. Committee of the Whole - Administration and Finance - July 11, 2022

Decision: 2022-267

Moved by: S. Dillabough

Seconded by: J. Hunter

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration & Finance Meeting dated July 11, 2022.

Carried

- e. Committee of the Whole - Public Works, Environmental Services and Facilities - July 18, 2022

Decision: 2022-268

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Public Works, Environmental Services & Facilities Meeting dated July 18, 2022.

Carried

8. Action and Information Items from Committees

- a. Application for Severance - 1902 Crowder Rd (Hunter)

J. Hunter declared a conflict on this item. (Councillor Hunter is the owner/applicant for the severance.)

Councillor Hunter stepped away from the Council table and did not participate in the discussion or vote on the matter.

Decision: 2022-269

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council recommend in favour of severance B-84-22 (1902 Crowder Rd – Hunter), with the condition that an Environmental Impact Assessment be submitted to the approval authority, to the satisfaction of the Conservation Authority, as recommended by the Committee of the Whole – Community Development.

Carried

Councillor Hunter returned to the Council table.

It was noted that another member of the public was in attendance to address concerns about the Spencerville drainage project. There was consensus of Council to adjust the question period on the agenda to permit Mr. Barnard to address his question.

b. Question Period

Questions/comments were raised with respect to the following:

- Spencerville drainage project open ditch impacting property on Cherry St.
- Project may result in Cherry St. being narrowed and making it difficult for residential and snow removal vehicles to navigate and turn around.
- Replacement culvert on property is undersized.
- Working with engineer to determine possible solutions.
- Notices to residents and public meeting hosted earlier in the year, with no feedback received from residents

c. Telecommunication Tower - 9066 County Rd 44 (Stratus Group Inc o/b Xplornet Communications Inc.)

Decision: 2022-270

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council:

1. Accept a letter of undertaking from Xplornet Communications Inc., regarding a telecommunications facility at 9066 County Rd 44; and
2. Requests that Xplornet Communications Inc provide the Township with a copy of any comments or concerns raised during the public consultation period; and
3. That provided no concerns are raised during the public consultation period, Council direct staff to provide a letter of concurrence to Xplornet Communications Inc.

As recommended by the Committee of the Whole – Community Development.

Carried

d. Cardinal Dog Park

Council discussed the proposed location, increased necessity for additional parking near the arena and pool, use of the Cardinal Hydro reserve fund and possible design ideas. Members noted that other areas within the Village may be utilized for the dog park, while expanding the parking for the arena and pool into the underutilized ball diamond. Council debated the merits of utilizing the reserve fund to offset the costs to develop a dog park, while a large water and wastewater project is scheduled for County Rd 2.

Decision: 2022-271

Moved by: H. Cameron

Seconded by: S. Dillabough

WHEREAS the Township residents have expressed an interest and there is an apparent need for a large 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 controls and clean-up 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 taxpayers; and

WHEREAS access to water infrastructure is nearby if needed;

NOW THEREFORE BE IT RESOLVED THAT Municipal Council directs staff to prepare plans, including construction details and associated costs, for a modest off leash small and large dog park, of similar size and layout to the one in Morrisburg Ontario, and prepare a report for Committee, no later than the September Committee of the Whole – Administration & Finance meeting.

	Yea	Nay
P. Sayeau	X	
T. Deschamps	X	
H. Cameron	X	
S. Dillabough	X	
J. Hunter		X
Results	4	1

Carried (4 to 1)

e. Reserve Fund Investing Options

Council received an update on the one year non-redeemable GIC with Scotiabank, which indicates a rate of 4.56%. There was a brief discussion on whether Council should proceed or wait to determine if the rate continues to increase in August.

Decision: 2022-272

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT Municipal Council directs the Treasurer to invest \$2,500,000.00 into a one(1) year non-redeemable GIC with Scotiabank at a rate of 4.40% or better if available, as recommended by the Committee of the Whole – Administration & Finance.

Carried

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

Council reviewed the recommendation from the Committee of the Whole meeting and debated on the location of the pole.

Decision: Verbal

Moved by: S. Dillabough

Seconded by: T. Deschamps

THAT Municipal Council make a friendly amendment to replace "pole #57" with "pole #61" on the main motion.

Council discussed the suggested amendment to use pole #61 to erect the long arm streetlight, noting the location, hydro feed, and condition of the

pole. There was a general discussion about the difficulty of determining which pole is best suited for a long arm streetlight. Members suggested that the Council motion may not have a specific pole identified to allow hydro and staff to review the location and pole conditions to determine which pole would be best suited for the erection of the long arm streetlight.

The mover and seconder withdrew the motion.

Moved by: S. Dillabough

Seconded by: T. Deschamps

THAT Municipal Council erect one (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 the 2023 budget, as recommended by the Committee of the Whole – Administration & Finance.

Amendment:

Decision: Verbal

Moved by: T. Deschamps

Seconded by: S. Dillabough

THAT Municipal Council amend the main motion by removing "the existing pole #57" and replacing it with "an existing pole".

Carried

Members noted concerns with Council interceding on the installation of streetlights in specific locations based on a resident request. It was noted that the duty to select locations for streetlight installation was delegated to staff to address traffic safety.

Decision: 2022-273

Moved by: S. Dillabough

Seconded by: T. Deschamps

THAT Municipal Council erect one (1) long arm streetlight on an existing pole, at a cost not to exceed \$3,000.00 on Charlotte St. in 2022, and direct staff to plan to install additional streetlights in the 2023 budget, as recommended by the Committee of the Whole – Administration & Finance.

Carried

g. Spencerville Lagoon Sluice Gate Valve Replacement

Decision: 2022-274

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council directs staff to terminate the Spencerville splitter box relining contract with Aqua Drain and reallocate the \$23,000.00 budget towards the lagoon's south cell sluice gate valve replacement, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

h. Armstrong Road Surface Remediation

Council discussed the average life span of surface treated roads in comparison to Armstrong Rd. There was a general discussion on reverting Armstrong Rd back to gravel and where it may stand within the priority list for gravel to surface treatment.

It was noted that the Township has a fulsome roads needs assessment report which prioritizes the roads within the Township, however, due to budget constraints, road projects may be removed. Council confirmed that the plan is currently being updated and expect to review the report at an upcoming Committee meeting.

Decision: 2022-275

Moved by: H. Cameron

Seconded by: S. Dillabough

THAT Municipal Council directs 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, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

i. Cedar Grove Road Surface Remediation

Council discussed the potential length of road that may be remediated based on the upset limit of \$70,000.00.

Decision: 2022-276

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council directs 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, as recommended by the Committee of the Whole – Public Works, Environmental Services & Facilities.

Carried

j. Spencerville Legion Beer Garden Request

Decision: 2022-277

Moved by: S. Dillabough

Seconded by: J. Hunter

That Municipal Council supports the Spencerville Legion's request to host an outdoor beer garden on August 27, 2022 for the baseball tournament.

Carried

k. Cormorant Control on OPG Lands - Licence Amending Agreement

Decision: 2022-278

Moved by: T. Deschamps

Seconded by: J. Hunter

That Municipal Council enter into the licence amending agreement with Ontario Power Generation for the purposes of cormorant control on lands owned by Ontario Power Generation.

Carried

9. Correspondence

Decision: 2022-279

Moved by: H. Cameron

Seconded by: S. Dillabough

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

- June 29, 2022
- July 7, 2022
- July 13, 2022
- July 20, 2022

Carried

10. Approval of Municipal Disbursements

Council reviewed the disbursements and sought clarification on the following items:

- Pool chemicals purchase

Decision: 2022-280

Moved by: S. Dillabough

Seconded by: H. Cameron

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

- Report dated June 28 (2022-89) \$1,643,103.20
- Report dated June 29 (2022-90) \$55,334.89
- Report dated July 15 (2022-93) \$316,514.10
- Report dated July 20 (2022-95) \$187,585.97
- Report dated July 21 (2022-97) \$203,280.05

TOTAL: \$2,405,818.21

Carried

11. By-laws

- a. Procedural Bylaw - Inaugural Meeting Update

Decision: 2022-281

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT the mover be granted leave to introduce a bylaw to amend bylaw 2019-15 being a bylaw to govern the proceedings of council and committees of council, and this shall constitute first and second reading thereof.

Carried

- b. Borrowing Bylaw

Decision: 2022-282

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT the mover be granted leave to introduce a bylaw to authorize certain new capital drainage works of the Township of Edwardsburgh Cardinal; and to authorize the submission of an application to Ontario Infrastructure and Lands Corporation ("OILC") for financing of such new capital works; and to authorize temporary borrowing from OILC to meet

expenditures in connection with all of such capital works, and this shall constitute first and second reading thereof.

Carried

Decision: 2022-283

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT a bylaw to introduce a bylaw to authorize certain new capital drainage works of the Township of Edwardsburgh Cardinal; and to authorize the submission of an application to Ontario Infrastructure and Lands Corporation ("OILC") for financing of such new capital works; and to authorize temporary borrowing from OILC to meet expenditures in connection with all of such capital works, be now read a third time and finally passed, signed, sealed and numbered 2022-49.

Carried

c. GGI Water Agreement

Decision: 2022-284

Moved by: H. Cameron

Seconded by: J. Hunter

THAT the mover be granted leave to introduce a bylaw to authorize the Mayor and Clerk to execute an amending agreement to the design building finance operate and maintain agreement with Greenfield Global Inc., and this shall constitute first and second reading thereof.

Carried

Decision: 2022-285

Moved by: H. Cameron

Seconded by: J. Hunter

THAT a bylaw to authorize the Mayor and Clerk to execute an amending agreement to the design building finance operate and maintain agreement with Greenfield Global Inc., be now read a third time and finally passed, signed, sealed and numbered 2022-50.

Carried

d. Cormorant Control on OPG Lands - Licence Amending Agreement

Decision: 2022-286

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT the mover be granted leave to introduce a bylaw to enter into a licence amending agreement with Ontario Power Generation, and this shall constitute first and second reading thereof.

Carried

Decision: 2022-287

Moved by: T. Deschamps

Seconded by: J. Hunter

THAT a bylaw to introduce a bylaw to enter into a licence amending agreement with Ontario Power Generation, be now read a third time and finally passed, signed, sealed and numbered 2022-51.

Carried

12. CAO’s Administrative Update

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

- Adjust Committee meeting schedule to accommodate AMO conference
- Impact of zoning bylaw appeal
- OTF application debrief
- Cardinal Ingredion arena ice rentals
- Inactive building permits and renewal fees
- Timeline for POA court
- Warranty on Fire Department pumper truck
- Application of additional dust suppressant
- Adverse lead sample follow up testing

Decision: 2022-288

Moved by: J. Hunter

Seconded by: T. Deschamps

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

Carried

13. Councillor Inquiries or Notices of Motion

Councillor Cameron inquired on the renovation/construction progress of the vacant grocery store in Cardinal, specifically in regards to the sidewalk removal, safety barricades and completion timeline.

Councillor Cameron indicated that there are sections of concrete along the waterfront that needs to be removed.

Councillor Cameron indicated that a taxpayer is interested in making a donation for the purchase of a memory bench in Cardinal.

- a. Councillor Hunter - Spencerville Drainage on Cedar St.

It was noted that the issues were addressed during the delegation and question period with Mr. MacNaughtan and Mr. Barnard. Council requested staff to provide an update in the near future.

14. Mayor’s Report

Mayor Sayeau reported on the following:

- Continue discussions with Dalee and Prysmian regarding property within the Industrial Park
- Mayors have reviewed the draft agenda for the Tri-Council meeting
- Attending AMO conference
- Confirmed AMO attendance of Council Members

Decision: 2022-289

Moved by: T. Deschamps

Seconded by: J. Hunter

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

Carried

15. Question Period

No additional comments or questions were raised.

16. Closed Session

None.

17. Confirmation By-law

Decision: 2022-290

Moved by: H. Cameron

Seconded by: J. Hunter

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2022-52.

Carried

18. Adjournment

Decision: 2022-291

Moved by: S. Dillabough

Seconded by: H. Cameron

That Municipal Council does now adjourn at 8:49 p.m.

Carried

Mayor

Clerk



MINUTES

TRI-COUNCIL MINUTES

Thursday, July 28, 2022

6:30 PM

Council Chambers and by Zoom

18 Centre Street, Spencerville ON

Contact the Township Office to Register

(613)658-3055

- PRESENT:**
- Township of Augusta
Mayor Doug Malanka (7:15 p.m.), Deputy Mayor Jeff Shaver
 - Township of Edwardsburgh Cardinal
Mayor Pat Sayeau, Deputy Mayor Tory Deschamps,
Councillor Hugh Cameron, Councillor Stephen Dillabough,
Councillor John Hunter
 - Town of Prescott
Mayor Brett Todd, Councillor Leanne Burton, Councillor Teresa
Jansman, Councillor Lee McConnell, Councillor Mike Ostrander,
Councillor Gauri Shankar, Councillor Ray Young
- REGRETS:**
- Councillor Michele Bowman, Councillor Tanya Henry, Councillor
Samantha Schapelhouman
- STAFF:**
- Township of Augusta
Annette Simonian, Clerk
 - Township of Edwardsburgh Cardinal
Dave Grant, CAO, Rebecca Williams, Clerk
 - Town of Prescott
Lindsey Veltkamp, Clerk, Dana Valentyne, Economic
Development Officer

1. **Welcome and Introductions**

Mayor Sayeau welcomed everyone to the Tri-Council meeting.

2. **Call to Order**

Mayor Sayeau called the meeting to order at 6:40p.m.

3. **Approval of Agenda**

Moved by: S. Dillabough
Seconded by: M. Ostrander

THAT the agenda for the Special Tri-Council meeting of the Township of Augusta, Township of Edwardsburgh Cardinal, and Town of Prescott be approved as presented.

Carried

4. Disclosure of Pecuniary Interest & the General Nature Thereof

There were no declarations of interest expressed.

5. Opening Statement from Mayor Sayeau, Mayor Malanka and Mayor Todd

Mayor Sayeau welcomed everyone in attendance and spoke to the collaborative approach of the Tri-Council meeting, while indicating that there is no initiative for amalgamation amongst the municipalities.

Mayor Todd thanked Edwardsburgh Cardinal for hosting the meeting and spoke to the potential opportunities of collaborating together to improve health care services in the area.

6. Business Arising from the Previous Tri-Council Meeting Minutes

None.

7. Delegations & Presentations

a. Health Care Recruitment Update

Update was provided on the recent meeting held with the Minister of Municipal Affairs and Housing with respect to the area seeking a competitive position for physician recruitment. A letter from the Minister was summarized for the Tri-Council. It was noted that the municipalities will seek to lobby for physician recruitment at the upcoming AMO conference.

Dr. Mathew, with the Prescott Family Health Team (PFHT), spoke to the PowerPoint presentation and provided an overview of the Family Health Team (FHT), work model, services offered, patient population and locations, current issues/concerns the FHT has identified, and possible solutions. A copy of the presentation is held on file. Dr. Mathew referenced that additional support from local municipalities, such as physician/healthcare recruitment incentive packages, reduction to overhead costs, possible local hospital residency opportunities, additional health care provides, and additional transportation could aid in the PFHT attracting more physicians.

The Mayors and Councillors discussed possible next steps, including providing subsidized River Route bus tickets, facility locations, life

lab/testing facility, financial physician recruitment incentive packages, funding to reduce physician overhead expenses, residency programs, possible recruitment of other medical professionals, bursary programs, and continuing to work with the PFHT and Dr. Mathew to set priorities and budgets.

Further discussion was held regarding factors that attract physicians to the area, work life balance, and number of patients healthcare professionals can manage versus the number that do not have a family physician in the area.

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

8. Focused Discussion

a. Cross Promotion of Recreation Assets and Tourism Events

Dana Valentyne, Prescott Economic Development Officer, spoke to the PowerPoint presentation and provided an overview on a potential future shared website concept, with additional promotional sources. A copy of the presentation is held on file. Ms. Valentyne outlined potential costs and next steps associated with creating a separate shared website that could be dedicated to the promotion of recreation assets and tourism events.

Discussion was held regarding the potential opportunities of a shared website, implementation and maintenance costs, website design, resources to continually maintain and update such a website, current municipal website design, connectivity to current municipal websites, ease of access to information by the public, public/business/organization buy in to supply event information, domain name, branding and timeframe to create and implement a new shared website.

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

b. Municipal Drug Strategy Update

Mayor Malanka provided an update on the Municipal Drug Strategy. Discussions with the Health Unit continue to determine how the Municipal Drug Strategy program and committee may be restored. It was suggested that each municipal council needs a champion representative to assist with the strategy.

9. Roundtable

Each member of the Tri-Council was provided an opportunity to comment under the Round Table portion of the agenda. The following comments were raised:

- Suggestion to hold another meeting in early September - Prescott hosting
- Provide Minister of Municipal Affairs and Housing an update regarding the healthcare/physician recruitment discussion
- Circulation of letter being prepared by Mayor Sayeau to the Minister was requested

10. Adjournment

Moved by: S. Dillabough

Seconded by: H. Cameron

THAT the Special Tri-Council does now adjourn at 8:40 p.m.

Carried

Mayor

Clerk

MINUTES
SPECIAL MUNICIPAL COUNCIL

Monday, August 8, 2022
5:00 PM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055

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

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

1. Call to Order

Mayor Sayeau called the meeting to order at 5:00 p.m.

2. Approval of Agenda

Decision: 2022-292

Moved by: T. Deschamps

Seconded by: J. Hunter

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

4. Question Period

None.

5. Closed Session

Decision: 2022-293

Moved by: J. Hunter

Seconded by: T. Deschamps

THAT Municipal Council proceeds into closed session at 5:01 p.m. in order to address a matter pertaining to:

- Section 239(2)(h) Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; Specifically: Job Site Challenge Debrief

Carried

- a. Section 239(2)(h) Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; Specifically: Job Site Challenge Debrief

Decision: 2022-294

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

THAT the closed meeting of Municipal Council does now adjourn and the open meeting does now resume at 6:24 p.m.

Carried

6. Report Out of Closed Session

Council met with representatives from Newmark and the Ministry of Economic Development, Job Creation and Trade to review the assessment report regarding the Job Site Challenge.

7. Confirmation By-law

Decision: 2022-295

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

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2022-53.

Carried

8. Adjournment

Decision: 2022-296

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

THAT Municipal Council does now adjourn at 6:25 p.m.

Carried

Mayor

Deputy Clerk

**MINUTES
SPECIAL MUNICIPAL COUNCIL**

**Thursday, August 18, 2022
8:00 AM
Council Chambers and by Zoom
18 Centre Street, Spencerville ON
Contact the Township Office to Register
(613)658-3055**

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

REGRETS: Deputy Mayor Tory Deschamps

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

1. Call to Order

Mayor Sayeau called the meeting to order at 8:00 a.m and confirmed that notice of the meeting was provided in compliance with the procedural bylaw.

2. Approval of Agenda

Decision: 2022-297

Moved by: H. Cameron

Seconded by: J. Hunter

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

4. Action and Information Items from Committees

a. Port of Johnstown International Plowing Match Sponsorship

Decision: 2022-298

Moved by: S. Dillabough

Seconded by: J. Hunter

WHEREAS the Port Management Committee recommended and approved a non-budgeted expense of \$50,000.00 to sponsor the International Plowing Match event at the Platinum level; and

WHEREAS the Port of Johnstown has confirmed that an amendment to the 2022 Revenue and Expense budget will not be necessary to accommodate for the \$50,000.00 sponsorship expense;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal approves the non-budgeted expenses of a sponsorship, at the Platinum Level, in the amount of \$50,000.00 to the International Plowing Match.

Carried

5. Question Period

None.

6. Confirmation By-law

Decision: 2022-299

Moved by: J. Hunter

Seconded by: S. Dillabough

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2022-54.

Carried

7. Adjournment

Decision: 2022-300

Moved by: H. Cameron

Seconded by: S. Dillabough

That Municipal Council does now adjourn at 8:07 a.m.

Carried

Mayor

Deputy Clerk

MINUTES
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE
MUNICIPAL OFFICE – SPENCERVILLE
WEDNESDAY, July 20, 2022
6:30 PM

Present: Mayor Patrick Sayeau, Chair
Deputy Mayor Tory Deschamps
Councillor Hugh Cameron
Councillor Stephen Dillabough
Councillor John Hunter
Mr. Joe Hendriks
Mr. Frank McAuley

Staff: Robert Dalley, General Manager
Rebecca Williams, Clerk
Candise Newcombe, Deputy Clerk

Regrets: Kevin Saunders, Operations Manager

1. Call to Order

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

2. Approval of Agenda

Moved by: J. Hunter

Seconded by: H. Cameron

That Committee approve the agenda as presented.

Carried

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

4. Delegations & Presentations – None

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting – June 22, 2022

Moved by: F. McAuley

Seconded by: J. Hunter

That Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated June 22, 2022.

Carried

6. Business Arising from Previous PMC Minutes - None

7. Discussion Items

a) IPM Sponsorship

Committee confirmed the reservation of a 10' x 10' booth for the upcoming IPM to be held in North Grenville, noting Council direction to Township staff to attain an additional 10' x 10' booth adjoining the Port's booth.

Member's discussed sponsorship involvement, past IPM's, event organization and booth set up.

b) Capital Funding Update

Committee was informed that funding was distributed to the Legion and South Grenville minor hockey. Members were informed of the unsuccessful nature of the application for the rejuvenation of the Johnstown tennis courts through the Ontario Trillium Foundation. Committee discussed including the funds for the tennis court project in next year's budget and deferring the project.

8. Action/Information Items

a) Operation Manager's Report – Capital Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, additional hours worked, maintenance and electrical work completed, an overview of capital project progress and electrical savings from 2020 to present.

Members discussed progress with the warehouse roof repairs, material delays, the planned execution of the project and the estimated timeline to complete the work.

b) General Manager's Report – Traffic Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: monthly revenues versus year-to-date actuals, General Foreman position interviews, lease and license revenues, continuation of the CN military contract, union bargaining and an additional vessel carrying steel pipe coming in September.

There was a brief discussion on the parameters of the CN rail contract and the revenue it generated for the Port.

Concerns with an increased request for salt storage from a salt company coinciding with planned riverfront dock paving were discussed.

c) Investments – Quarterly Report/ Port of Johnstown Investments

Committee was provided a brief overview of current investment rates and discussed current Port account balances, penalties on early redemption and anticipated rate trends.

It was noted that the \$2 million from the Port operating account had not been allocated to the HISA account as directed by Committee as the rate was only available through the One Investment account. It was noted that the rate of 3% was extended from July 31 to August 31.

Committee reached consensus to remain status quo and monitor changing rates for August.

d) Health & Safety Report

Committee reviewed the health and safety report.

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

That Committee received and reviewed items 8a) Operation Manager's Report – Capital Report, 8b) General Manager's Report - Traffic Report and 8c) Investments – Quarterly Report/ Port of Johnstown Investments, 8d) Health & Safety Report.

Carried

e) Dock Pavement Rehabilitation Project # 320-002

Committee reviewed the report and discussed conditions of the agreement for additional dedicated space and movement of the supplementary salt.

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

That the Port Management Committee awards the Dock Pavement Rehabilitation contract #320-002 to R W Tomlinson in the amount of \$259,230.64 excluding HST with a contingency of 15% for engineering and potential overages.

Carried

9. Approval of Disbursements – Port Accounts

Committee received and reviewed the report.

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

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

Withdrawals Total: \$129,607.24

Batch 10 \$231,203.93

Total Withdrawals & Batch Listings: **\$360,811.17**

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair's Report - None

12. Question Period – None

13. Closed Session

Moved by: F. McAuley

Seconded by: S. Dillabough

That Committee proceeds into closed session at 7:25 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: Succession Planning
- Section 239(2)(d) Labour relations or employee negotiations; Specifically: Collective bargaining
- Section 239(2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Minutes of Closed Session dated December 15, 2021.

Carried

Committee recessed for 5 minutes to clear the chambers.

Moved by: J. Hunter

Seconded by: H. Cameron

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 8:02 p.m.

Carried

Moved by: H. Cameron

Seconded by: J. Hunter

That Committee approves the minutes of closed session dated December 15, 2021.

Carried

Moved by: J. Hunter

Seconded by: J. Hendricks

That Committee receives and approves the organizational structure chart presented by the Port General Manager dated July 20, 2022.

Carried

Mayor Sayeau reported that Committee reviewed the December 15, 2021 minutes and received an update on objectives from the Port General Manager concerning succession planning and an update on ongoing union negotiations.

14. Adjournment

Moved by: F. McAuley

Seconded by: T. Deschamps

That the Committee meeting adjourns at 8:25 p.m.

Carried

These minutes were approved by Port Management Committee this 17 day of August, 2022.

Chair

Deputy Clerk

MINUTES
COMMUNITY DEVELOPMENT COMMITTEE

Tuesday, August 2, 2022, 6:30 PM
Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

PRESENT: Deputy Mayor Tory Deschamps
Councillor Hugh Cameron
Councillor Stephen Dillabough
Councillor John Hunter
Conor Cleary
Greg Modler
Chris Ward

REGRETS: Mayor Pat Sayeau
Cody Oatway

STAFF: Dave Grant, CAO
Wendy VanKeulen, Community Development Coordinator

1. Call to Order – Chair, Tory Deschamps

Deputy Mayor Deschamps called the meeting to order at 6:32pm.

2. Approval of Agenda

Moved by: C.Ward

Seconded by: G. Modler

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof

None.

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

Committee asked for a verbal update on the zoning bylaw status. Staff indicated that the bylaw was passed at the regular council meeting on June 27, 2022. One appeal was received on July 19 regarding no special exception designation to prohibit an asphalt or concrete plant. Section 34(30) of the Planning Act, summarized, states that all appeals need to be dealt with before the bylaw comes into effect. Section 34(31) of the Planning Act, summarized, provides the opportunity for the Tribunal to make an order that places all non-appealed

sections of the bylaw into force and effect on the day the bylaw was passed. The Township is in the process of requesting that the Tribunal make such an order.

5. Delegations and Presentations

None.

6. Action/Information/Discussion Items

a. Live: Land Use Planning

1. Application for Severance, 2124 County Rd 21 (Lee/Davidson)

Committee reviewed the report and noted the severance application was straight forward with no required conditions. Members inquired about the ability of the severed parcel to subdivide again. It was noted that the severed parcel is the minimum lot size permitted in the Rural policy area and therefore an additional severance would not meet Official Plan policies for lot creation.

Moved by: Councillor Hunter

Seconded by: Councillor Cameron

That Committee recommend that Council recommend in favour of severance B-100-22.

Carried

2. Application for Severance, 506 Lower St (Simzer)

Committee reviewed the report and noted that the lot creation has a preexisting dwelling and any deficiencies could be handled through the minor variance process. Members inquired on the scope or definition of minor.

Moved by: G. Modler

Seconded by: Councillor Hunter

That Committee recommend that Council recommend in favour of severance B-109-22, with the condition that the applicant obtain relief from the provisions of the Zoning By-law, to the satisfaction of the Township, as necessary to provide zoning conformity for the newly severed and retained lot and existing dwellings.

Carried

3. Application for Zoning Amendment, 2017 County Rd 2 (Annable o/b Madison Mulder Enterprises)

Committee reviewed the report. Members discussed the authority having jurisdiction on septic system submissions. Before September 6, submissions would be received by the local health unit and after September 6 submissions would be directed to South Nation Conservation.

Moved by: Councillor Cameron

Seconded by: Councillor Hunter

That Committee direct staff to proceed with scheduling a Public Meeting date for the application filed for lands at 2017 County Road 2 once it has been determined by the Tribunal that the non-appealed sections of zoning bylaw 2022-37 are in effect.

Carried

4. Application for Site Plan Control, 11 Centre St (Moulton)

Committee reviewed the report. Members discussed the phase 2 condition of road widening placed on by the Counties with points raised in favour of and opposed. Members noted that the owner would be able to rebuild using the existing building footprint so long as the owner did not further encroach on any preexisting setback deficiencies. Members raised concern about the additional grading and drainage plan required by the Counties noting the majority of water would outlet on South Street.

Moved by: Councillor Cameron

Seconded by: C.Ward

That Committee recommend that Council enter into an agreement with the owner of 11 Centre Street once it has been determined by the Tribunal that the non-appealed portions of zoning bylaw 2022-37 are in effect.

Carried

b. Work: Economic Development

1. Application for Community Improvement Plan, 11 Centre St (Moulton)

Committee reviewed the report and commented positively toward seeing the redevelopment take place.

Moved by: Councillor Hunter

Seconded by: C.Ward

That Committee approve application S-02-22 (11 Centre St.), reimbursing the 50% of the planning and building permit application

fees, including the supporting design and engineered plans to a maximum of \$5,000.

Carried

c. Play: Recreation

7. Inquiries/Notices of Motion

Councillor Dillabough requested a report for August 22 on next steps on the multi-use surface courts in Johnstown following the unsuccessful grant application through the Resilient Communities Fund.

Mr. Modler inquired on the status of the Wayfinding signage for Johnstown. Staff indicated the signs are complete and installation should take place in the next month.

Mr. Modler inquired on timing of Johnstown drainage project. Staff indicated the project is scheduled to start in the next 2-3 weeks.

8. Question Period

The following questions/comments were raised:

- Zoning Bylaw appeal

9. Closed Session

None

10. Adjournment

Moved by: C.Ward

Seconded by: G. Modler

That Committee does now adjourn at 7:23pm.

Carried

Chair

Clerk

MINUTES
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

PRESENT: Mayor Sayeau
Deputy Mayor Deschamps
Councillor Cameron
Councillor Dillabough
Councillor Hunter
Mark Packwood, Advisory Member
John Bush, Advisory Member

STAFF: Dave Grant, CAO
Rebecca Williams, Clerk
Melanie Stubbs, Treasurer
Mike Spencer, Manager of Parks, Recreation & Facilities
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Mayor Sayeau & Councillor Cameron

Mayor Sayeau called the meeting to order at 6:38 p.m. He noted the late start of the meeting, explaining that the Special Council meeting held prior was extended later than anticipated.

2. Approval of Agenda

Moved by: T. Deschamps

Seconded by: S. Dillabough

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)

A concern was expressed regarding the recent Council decision to remediate paving issues on Armstrong Road by returning to a gravel surface and signalled re-visiting the conversation.

5. Delegations and Presentations

None.

6. Discussion Items

a. Youth Citizen of the Year Criteria

Committee noted the presence of Abby McIntyre in the gallery highlighting that Ms. McIntyre provided the concept of Youth Citizen of the Year.

Members discussed the implementation of the program, video submissions and confidentiality. The youth aged 12-17 would be an additional category to the existing Citizen of the Year award. The current process of Council selecting an individual in a closed session and revealing it to the individual at a later date was reviewed. There was a brief discussion on confidentiality restrictions and the necessity for parental consent to release information, specifically for videos relating to youth/minors.

Committee briefly discussed appropriate parameters for receiving and promoting youth video nominations and avoiding contention between nominees. Members suggested the promotion of all nominations being received by recognizing all nominees as winners for their positive contributions and allowing Council to select an individual to highlight as the winner.

b. Tri-Council Health Care Recruitment Recommendation

Committee recognized the need for recruitment of physicians to the area though expressed concerns with some of the suggestions made for recruitment at the Tri-Council meeting and highlighted the benefits that a steering committee could add.

Moved by: T. Deschamps

Seconded by: J. Hunter

That the Township of Edwardsburgh Cardinal Council endorse the creation of a Tri-Council steering committee for physician recruitment efforts.

Carried

c. Tri-Council Cross Promotion of Recreation Assets & Tourism Events (Website) Recommendation

Committee reviewed the motion and noted their preference to include costs discussed at the Tri-Council meeting held in July.

Moved by: T. Deschamps

Seconded by: S. Dillabough

That the Township of Edwardsburgh Cardinal Council endorse the creation of a Tri-Council website at an estimated initial cost of \$1000.00, with payments of \$150.00/month subsequently, not to exceed \$3000.00 for the first year.

Carried

7. Action/Information Items

a. 2022 Rail Safety Week Proclamation

Committee reviewed and received the report. It was noted that the proclamation would be sent to CN and posted to the Township website and social media page.

b. Municipal Election - Joint Compliance Audit Committee

Committee reviewed the report and discussed the municipalities involved in the Joint Compliance Audit Committee and if there were representatives from Edwardsburgh Cardinal appointed.

Moved by: M. Packwood

Seconded by: H. Cameron

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

Carried

c. Escribe Subscription Renewal Agreement

Committee reviewed the report and inquired about the number of surrounding municipalities that subscribe to eScribe.

Moved by: J. Hunter

Seconded by: H. Cameron

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

Carried

d. Amendments to Building Permit Fee Schedule

Committee reviewed the report and clarified that the Ministerial order increased the size of structure from 10m² to 15m² before requiring a building permit. Members discussed policing through permits, the implementation of a compliance certificate for structures less than 15m², added red tape, fee increase notifications and rounding up current base fees from \$95 to \$100. There was a brief discussion about whether soft-shell sheds would be included within the requirements noting the temporary nature of the structure. Concern with implementing the requirement of a compliance certificate and the proposed \$95.00 fee was noted, highlighting it as additional red tape. It was noted that the proposed compliance certificate was a means to ensure compliance of structures under 15m².

Committee reached consensus to:

- increase all base building permit fees from \$95.00 to \$100.00
- require a compliance certificate for buildings between 10m² - 15m²
- increase the fees from \$0.40/sq. ft. to \$0.80/sq. ft. on Commercial/Industrial/Institutional
- add a clause indicating the greater value of either \$0.80/ft² or \$4.50/\$1000.00 construction value in section 5: Buildings accessory to Commercial/Industrial/Institutional.

Moved by: J. Hunter

Seconded by: M. Packwood

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.

Carried

It was noted that the recommended changes to the fee schedule would be incorporated for subsequent review at an upcoming meeting prior to the scheduling of a public meeting.

Mayor Sayeau transferred the Chair to Councillor Cameron for the Public Works, Environmental Services and Facilities portion of the meeting.

e. SNC Property Maintenance - The Healing Place

Committee reviewed the report and discussed past contracts with SNC, highlighting charges to the Township by SNC for other programs in the past. Members discussed the cost of service, the necessity of an agreement and Township support for indigenous groups in the area. There was consensus of Committee that the Township would continue services

for the remainder of the year out of goodwill for SNC and allow the next term of Council to decide on future servicing.

Moved by: S. Dillabough

Seconded by: M. Packwood

That Committee recommends that Council direct staff to cut the grass at The Healing Place Property for the remainder of this year and revisit in 2023.

Carried

f. Consolidated Linear ECA

Committee reviewed and received the report.

g. Request to Stop Up, Close & Convey Road Allowance - Glock/Barkley

Committee reviewed the report and inquired why the Township has not considered closing the entire road allowance. It was noted that closure of the road allowance would not land lock any property therefore the Township could close up the entire road allowance and only convey part 2 to the property owner.

Moved by: J. Hunter

Seconded by: M. Packwood

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.

Carried

h. Spencerville Drainage Project Update

Committee reviewed the report and inquired about the size and location of the contaminated soil discovered during excavation. It was noted that a small amount of contaminated soil was found near Charles Street.

Members requested the values of each change order be added to the next report.

Committee inquired if crews were on target to reach the estimated start date of August 22 for the Johnstown drainage project and if the intention was to coincide road resurfacing for both areas. It was noted that dates for the final stages of the projects were still being finalized.

Mayor Sayeau assumed the chair position for the remainder of the meeting.

8. Councillor Inquiries/Notices of Motion

Councillor Dillabough commended volunteer efforts with the swim meet held in Johnstown this past weekend. He noted the scroll presented by the Township to Giant Tiger and SERA at the event and the limited members involved in the presentation.

Deputy Mayor Deschamps highlighted and commended the efforts made by the Township staff with the swim meet and new wayfinding signs in Johnstown.

Councillor Hunter commended the Township recreation staff on all pool programs highlighting resident compliments on their great organization and professionalism. Difficulties with lifeguard/instructor retention in other Townships were noted and commendations were given to the Parks, Recreation and Facilities Manager on the forethought of providing subsidized training to retain lifeguards.

9. Mayor's Report

None.

10. Question Period

None.

11. Closed Session

Moved by: J. Hunter

Seconded by: T. Deschamps

That Committee proceeds into closed session at 8:39 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 and Minutes of Closed Session dated July 11, 2022

Carried

- 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

Moved by: J. Hunter

Seconded by: T. Deschamps

That the closed meeting does now adjourn and the open meeting of Committee does now resume at 9:18 p.m.

Carried

12. Report Out of Closed Session

Council met with the CAO to review the personnel policy grid for a possible need for adjustment. No decisions were made or direction provided.

Moved by: S. Dillabough

Seconded by: H. Cameron

That Committee receives and approves the closed session minutes dated July 11, 2022.

Carried

13. Adjournment

Moved by: H. Cameron

Seconded by: S. Dillabough

That Committee does now adjourn at 9:20 p.m.

Carried

Chair

Deputy Clerk

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council recommends in favour of severance B-100-22 (2124 County Road 21- Lee/Davidson) as recommended by the Committee of the Whole – Community Development.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council recommends in favour of severance B-109-22 (506 Lower St. - Simzer), with the condition that the applicant obtain relief from the provisions of the Zoning Bylaw, to the satisfaction of the Township, as necessary to provide zoning conformity for the newly severed and retained lot and existing dwellings, as recommended by the Committee of the Whole – Community Development.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council enter into an agreement with the owner of 11 Centre St. once it has been determined by the Ontario Land Tribunal that the non-appealed portions of Zoning Bylaw 2022-37 are in effect, as recommended by the Committee of the Whole – Community Development.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS the Township of Edwardsburgh Cardinal and Municipal Council received a request to incorporate a Youth Citizen of the Year Award; and

WHEREAS the Combined Committee of the Whole held on August 8, 2022 reviewed and discussed the concept and criteria of implementing a Youth Citizen of the Year Award for 2022; and

WHEREAS the Youth Citizen of the Year Award exemplifies outstanding service to the community and determination and passionate desire to contribute towards improving the quality/well-being of the Township and life of residents;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal implements a Youth Citizen of the Year Award with the following 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 can be submitted with a supporting video nomination
- Parental consent release form must be provided with all video nominations
- Nominations will be reviewed by Council and their decision will be final

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council endorse the creation of a Tri-Council steering committee for physician recruitment efforts, as recommended by the Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council endorse the creation of a Tri-Council website at an estimated initial cost of \$1000.00, with payments of \$150.00/month subsequently, not to exceed \$3000.00 for the first year, as recommended by the Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council direct staff to cut the grass at The Healing Place Property for the remainder of 2022 and revisit the discussion in 2023, as recommended by the Combined Committee of the Whole – Administration & Finance - Public Works, Environmental Services & Facilities.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

THAT Municipal Council agrees 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, as recommended by the Combined Committee of the Whole – Administration & Finance – Public Works, Environmental Services & Facilities.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

WHEREAS during the regular meeting of Council held on July 25, 2022, Municipal Council approved Resolution No. 2022-275 – Armstrong Road Surface Remediation; and

WHEREAS Resolution No. 2022-275 directed staff to undertake Option 1 – pulverize Armstrong Road surface back to gravel, at an upset limit of \$17,000.00, and fund the work through the Public Works Reserve; and

WHEREAS following the passing of Resolution No. 2022-275, members of the public that are directly impacted by the Municipal Council decision have voiced their concerns respecting the Armstrong Road surface remediation project to Council.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal hereby rescinds Council Resolution No. 2022-275 – Armstrong Road Surface Remediation and directs staff to investigate alternative options.

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

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

- August 8, 2022
- August 17, 2022

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

RESUMÉ

of correspondence

August 8th, 2022

FROM	DATE	SUBJECT
AMO	July 21	Watchfile
Health Unit	"	News Release: Vaccine open for children age 6mths to <5 yrs.
South Grenville Food Bank	"	20 th Anniversary Celebration
Township of Puslinch	"	Res: Summary and implications of Bill 109
UCSDG	July 22	Notice of public meeting: Proposed OP/ZB amendment
Township of North Dundas	"	Notice of public meeting: Proposed ZB amendment
UCLG	Aug 8	Media Release: United Counties Council meeting – July 21
Cardinal Festival Committee	"	Annual Labour Day Festivities/Parade
Health Unit	"	Media Release: New Medical Officer of Health
UCLG	"	Economic Development eNews – July 26
Cardinal Festival Committee	"	Woodland's Chicken BBQ – Labour Day weekend
Cardinal Festival Committee	"	Labour Day parade invitation
Town of Mattawa	"	Res: Draven Alert
AMO	"	Watchfile
Municipality of Magnetawan	"	Res: NOSDA services, draven alert & wildlife compensation
City of Brantford	"	Res: Potential threat to residential home ownership
City of Brantford	"	Res: Partnership with Indigenous Nations
Ontario Sheep Farmers	"	Add definition of Livestock Guardian/Herding Dogs to bylaws
Health Unit	"	Media Release: Potentially harmful algal blooms
Health Unit	"	COVID-19 vaccine status report – August 3
Municipality of Port Hope	"	Res: Draven Alert
Municipality of Port Hope	"	Res: Bill 109
AMO	"	Policy Update: Camera based enforcement guidance released
AMO	"	Watchfile
Min. for Seniors & Accessibility	"	Invite nominations for: 2022 Ontario Senior Achievement award
AMO	"	Policy Update: High-speed internet access announcement
Health Unit	"	Media Release: Be aware of the effects of extreme heat

RESUMÉ

of *correspondence*

August 17th, 2022

FROM	DATE	SUBJECT
O AFC	Aug 9	O. Reg. 343/22: Firefighter Certification
AMO	"	AMO's 2021 Annual Report
Letter to MPP Steve Clark	"	Tri-Municipal Meeting – Doctor Recruitment
UCLG	"	Economic Development eNews – August 9
SNC	"	Annual Friends of SNC Golf Tournament 2022
AMO	"	AMO Policy Update – Throne speech & budget
AMO	Aug 10	AMO Policy Update- Strong Mayors, Building Homes Act
AMO	Aug 11	Watchfile
Grenville CFDC	"	Annual General Meeting – September 28
Township of North Dundas	Aug 15	Notice of passing – ZBA – August 9
Township of North Dundas	"	Notice of passing – ZBA – August 10
Health Unit	"	Media Release: public health diseases surveillance dashboard
South Grenville Food Bank	Aug 17	Fall boat cruise – September 15

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

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

• Report dated July 27 (2022-101)	\$181,372.40
• Report dated July 27 (2022-102)	\$191,118.27
• Report dated August 4 (2022-107)	\$7,000.00
• Report dated August 15 (2022-108)	\$58,138.81
• Report dated August 18 (2022-109)	\$228,264.08
• Report dated August 18 (2022-110)	\$493,593.18

TOTAL: \$1,159,486.74

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

Report Date
7/27/2022 1:59 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00101

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: EFT - electronic funds transfer					
Proposed Payments:					
EFT		Acklands-Grainger Inc.			
		9199721383CR	credit recycle rubber	71.37-	
		9315087586	wwtp - dusters	25.33	
		9328802252	wtp- lamps	14.44	
		9345388947	wtp - lamps	11.23	
		9351506994	wtp - lamps	16.05	
		9355903585	wwtp-fittings	45.63	
		9359070977	wwtp-drills bits	58.95	
		9361088389	wwtp-locate paint	110.18	210.44
EFT		BFP Inc.			
		4805	fd- refill - portable ext	28.19	28.19
EFT		Beach Home Hardware			
		887705-1	rec - plumbing supplies	46.02	46.02
EFT		Brandt Tractor Ltd			
		CS50750	pw-grease unit T19-04	209.28	209.28
EFT		Brenntag Canada Inc.			
		46532840	wtp - chemicals	2,159.11	2,159.11
EFT		Burchell's Home Hardware			
		43094	pw- shop supplies & small equi	442.10	
		43140	rec -misc supplies for pool	151.43	
		43151	rec- misc supplies for parks	91.00	
		43176	rec-misc pool supplies	51.43	
		43197	rec - light bulbs	11.27	747.23
EFT		Caduceon Enterprises Inc.			
		22-10360	es-ind water testing	155.94	
		22-10373	wwtp-water testing	2,267.12	
		22-10364	wtp-water test	46.78	
		22-10369	wtp-water tests	93.56	
		22-10362	wtp water tests	1,270.91	
		22-10367	es-ind park water test	46.78	3,881.09
EFT		Clean Water Works Inc.			
		W21550	wwtp-sewer main break-walter	1,768.68	
		W21551	wtp- tank cleaning filter chge	1,137.01	2,905.69
EFT		Cludo Inc			
		INV-4030	Admin IT Services	1,220.00	1,220.00
EFT		Coville Electric			
		5640	Rec-Cardinal Pool Project Work	5,146.46	5,146.46
EFT		Davie Deline			
		June 2022	cleaning for June 2022	1,225.00	1,225.00
EFT		Denchem Surface Solutions			
		INV0089010	pw- dust layer	9,841.46	
		INV0089007	pw- dust layer	10,577.61	
		INV0089012	pw-dust layer	7,480.16	
		INV0089004	pw-dust layer	10,622.16	

Report Date
7/27/2022 1:59 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00101

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		INV0088997	pw - Dust layer	10,620.58	49,141.97
EFT		Drummond's Gas			
		2444632	rec - vehicle fuel	45.01	
		2444670	rec - vehicle fuel	192.81	
		2444711	rec - vehicle fuel	150.00	
		2444751	fd- fuel	108.99	
		2444766	fd- fuel	158.56	
		2444767	fd- fuel	136.76	
		2444768	fd-fuel	161.13	
		2444762	rec- vehicle fuel	50.02	
		2444779	rec - vehicle fuel	160.01	
		2444761	pw-Fuel T19-01	175.01	
		2444808	pw-fuel T19-01	159.00	1,497.30
EFT		Eastern Ontario Water			
		1138494	fd- stn 1 water	43.90	43.90
EFT		Eastern Rink Services			
		2212	Rec-Paints Supplies for ice	2,623.20	2,623.20
EFT		Emond Harnden LLP			
		221223	Admin -HR Assistance	327.70	327.70
EFT		Falcon Security Co.			
		1000078487	rec-canteen monitoring	339.00	339.00
EFT		Fire Marshal's Public Fire			
		IN160195	fd- fire prev kit	404.54	
		IN160200	fd- fire prev matieral lib vis	59.04	463.58
EFT		G T Automotive			
		046212	rec-oil change grey truck	95.18	
		046238	wmpss-muffler repair	178.48	273.66
EFT		Grand & Toy			
		T074676	fd-toner cartridge-adm-tap/env	169.14	
		T089694	Adm-laminating pouches	31.93	201.07
EFT		Greer Galloway Consulting Eng			
		26273	storm-j town drainage - May	2,761.25	2,761.25
EFT		HGC Management Inc			
		44723	w/d contract collection Jun	31,416.35	31,416.35
EFT		Hach Sales & Service Canada Lt			
		290502	wtp-annual calibration	6,376.59	6,376.59
EFT		Hansler Smith Limited			
		5702928	rec- cleaning supplies	127.92	
		5705681	rec-cleaning supplies	67.63	
		5706492	rec-cleaning supplies for pool	231.08	
		5706493	rec-cleaning supplies for pool	59.55	
		5706838	rec- garbage bags	230.52	716.70
EFT		Howard Campbell & Sons Ltd.			
		P43400	rec- pumping of outhouse	225.00	
		MR4923	portable rental transfer site	120.00	345.00
EFT		IN Engineering & Surveying			

Report Date
7/27/2022 1:59 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00101

Page 3

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		S02459	adm-Twp Hall Concept Design	1,740.00	1,740.00
EFT		J. Quattrocchi & Co Ltd			
		00746126	rec- canteen supplies	428.11	428.11
EFT		Jack Watson Sports Inc			
		730773	Rec-lane ropes for pool	4,369.71	4,369.71
EFT		John Henry			
	June 2022		fd- fire inspections milage	22.32	22.32
EFT		Jp2g Consultants Inc			
		35829	Waste Disp Scott Road Consult	2,566.64	2,566.64
EFT		Kim Durant			
	July 2022		Training/Course Supplies	885.12	885.12
EFT		Limerick Environmental Svcs			
		2022-0564	bin pickup transfer site	3,200.71	3,200.71
EFT		Mac's Convenience Store Inc.			
		137991	pw-fuel T1	147.00	
		137992	lagoon -fuel	125.00	
		137993	pw-fuel T1	80.00	
		137996	Rec-Truck fuel	148.00	
		137997	Rec-Truck fuel	217.80	
		137995	Rec- truck fuel	39.70	
		137998	pw-fuel T1	147.00	
		137999	Rec - Truck fuel	22.84	
		138000	wmpss-fuel	127.07	
		142252	lagoon-fuel	141.75	
		142286	Rec-truck fuel	165.76	
		142285	wmpss-fuel	128.73	
		142287	Rec - truck fuel	117.15	
		142288	Rec - truck fuel	21.90	
		142289	rec- truck fuel	219.51	
		142301	rec - truck fuel	202.10	
		147578	rec -truck fuel	163.10	
		147580	rec - truck fuel	40.75	
		147579	es-fuel	142.00	2,397.16
EFT		Marley Perrin			
	June 2022		Jun 2022 Cleaning	600.00	
	July 2022		July 2022 Cleaning	750.00	1,350.00
EFT		Novatech			
		1032699	Planning-112-114 Dobbie rd ZBA	2,108.29	
		1032694	Planning-ZBL Review	18,812.58	20,920.87
EFT		O'Reilly's Independent Grocer			
		03 0752	Rec- canteen supplies	46.84	46.84
EFT		Postmedia Network Inc			
		686078	Adm-Agenda Ad-June	452.00	
		688728	council - canada day ad	77.97	529.97
EFT		Purolator Courier Ltd.			
		450848886	Fd- pager repairs/adm-reg gen	19.22	

Report Date
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Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00101

Page 4

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		450909275	fd- pager repairs	5.09	24.31
EFT		R & D Dairies Ltd			
		999.B215093	Rec Canteen supplies	44.74	
		999.B215094	Rec Canteen supplies	200.52	
		999.B215340	Rec Canteen supplies	227.80	
		999.B215593	Rec Canteen supplies	230.23	703.29
EFT		R. Thurston Technologies			
		12008	fd- pager repairs	211.51	211.51
EFT		Riverside Pontiac Buick Ltd.			
		323053	rec -oil change mike's truck	153.90	153.90
EFT		South Nation Conservation			
		IN24732	Planning- leeder ZBA	45.00	45.00
EFT		Southeastern Telecommunication			
		43338	pw- phone setup Mg of PW	633.37	633.37
EFT		Spencerville Home Hardware			
		79073	Rec- Extension cord	30.50	
		79080	lagoon - office supplies	16.37	
		79100	waste collection garbage bags	9,043.73	
		79104	es-motor grease	56.49	
		79160	rec -building supplies	25.98	
		79187	rec - misc supplies	3.38	9,176.45
EFT		St. Lawrence Testing &			
		22D267	adm-TH designated sub assess	2,825.00	2,825.00
EFT		Superior Group			
		000222	Grass Cutting June 2022	3,627.30	3,627.30
EFT		Tenaquip Ltd.			
		14713008-00	wwtp -plumbing supplies	135.07	135.07
EFT		Ultramar			
		03916792707301	pw 2700L dye diesel cty22	5,624.52	5,624.52
EFT		United Counties Of Leeds &			
		RTN427	pw -sign posts	1,427.48	
		IVC6575	pw-Jochem Rd Guard Rail	606.37	2,033.85
EFT		Universal Supply Group 3735			
		964-385098	rec-misc tractor supplies	25.90	
		964-385131	rec-misc tractor supplies	27.11	
		964-385953	rec-truck supplies	81.12	
		964-386388	rec - shop supplies	50.74	
		964-386511	rec- zamboni	42.96	
		964-386520	Rec-zamboni Supplies	61.88	
		964-387186	rec- oil for lawn mowers	138.10	427.81
EFT		Waste Connections of Canada			
		7150-0000399853	w/d bins Jun	2,019.27	2,019.27
EFT		Willis Kerr Contracting Ltd.			
		119694	pw-entrance culverts	317.98	
		119846	pw- entrance culverts-hudson	650.54	968.52

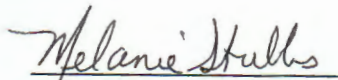
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7/27/2022 1:59 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00101

Page 5

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
				Total for EFT:	181,372.40

Certified Correct This July 27, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
7/28/2022 3:17 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00102

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: PAD - Preauthorized Debit					
Proposed Payments:					
Ch		Bell Canada			
	658-8823 06-22		rec- Cardinal Pool Phone	233.21	
	543665566 06-22		Adm/fd/pw - internet Split	856.84	
	658-3001 07-22		fd/pw- phone split	152.82	
	658-2141 07-22		spencerville arena	120.68	
	658-3055 07-22		admin	466.68	
	536626539 07-22		Cardinal Arena internet	56.44	
	538898923 07-22		Internet spencerville Arena	150.53	2,037.20
Ch		Canadian National Railway Co.			
	91638349		pw - crossing maintenance	653.00	653.00
Ch		Hydro One Networks Inc.			
	03768 07-22		ball diamond	35.44	
	16052 07-22		johnstown pool	190.76	
	77395 07-22		south centre	316.88	
	19876 07-22		spencerville arena	1,056.58	
	64439 07-22		wwtp-3207 Windmill	1,599.29	
	14330 07-22		St Lights Var Jul 2022	930.44	
	10647 07-22		pw-Pittston Shop	682.43	4,811.82
Ch		Ontario Municipal Employees			
	June 2022		June 2022 contributions/Employ	33,274.46	33,274.46
Ch		Receiver General For Canada			
	PP 14 2022 PT		PP 14 2022 PT source deduction	6,091.37	
	PP 14 2022 FT		PP 14 2022 FTsource deductions	25,048.44	31,139.81
Ch		Reliance Home Comfort			
	4422619 07-22		rec hot water heater rentals	157.97	157.97
Ch		Rideau St Lawrence			
	504-00 07-22		parks 1800 Dundas	45.75	45.75
Ch		Royal Bank Visa			
	8584 06-22a		M.Spencer RBC Visa - Jun 2022a	4,120.12	
	5988 06-22		G Shaw RBC visa jun 2022	702.02	
	2719 06-22		R.Williams RBC visa Jun 2022	1,577.09	
	2752 07-22		B. Moore RBC Visa July 2022	95.71	6,494.94
Ch		Scotiabank			
	July 25, 2022		Recreation Truck Loan Payment	476.46	476.46
Ch		Telus Mobility			
	16215291166		July 2022	2,003.15	2,003.15
Ch		Township of Edwardsburgh/Cardi			
	PP 15 2022		PP 15 2022 Payroll Clearing	102,686.31	102,686.31
Ch		Union Gas Limited			
	44825 1 06-22		Rec - 4050 Dishaw -Card Arena	1,559.57	1,559.57
Ch		Workplace Safety & Insurance			
	2nd Qtr 2022		library WSIB Apr1-Jun30,2022	69.02	
	June 2022		June 2022 Premium	5,708.81	5,777.83

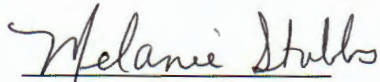
Report Date
7/28/2022 3:17 PM


Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 7/27/2022
Batch: 2022-00102

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
				Total for PAD:	191,118.27

Certified Correct This July 27, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
8/04/2022 4:07 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/04/2022
Batch: 2022-00107

Page 1

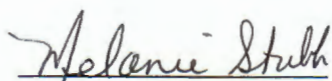
Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
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Bank Code: AP - REVENUE FUND

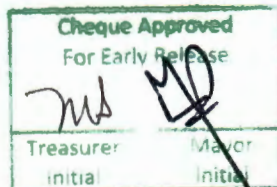
Proposed Payments:

Ch		Ault & Ault In Trust				
	August 4, 2022			Re JTown Motel - RES 2022-254	7,000.00	7,000.00
					Total for AP:	7,000.00

Certified Correct This August 4, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO



Report Date
8/15/2022 1:20 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/15/2022
Batch: 2022-00108

Page 1

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: EFT - electronic funds transfer					
Proposed Payments:					
EFT		Abell Pest Control Inc. A4331145	contract pest control	78.25	78.25
EFT		Acklands-Grainger Inc. 9347725252	wwtp - impact wrench/ball valv	255.75	255.75
EFT		Black & McDonald Limited 70-1321111	wwtp-PM June	406.89	406.89
EFT		Black Dog Tirecraft Morrisburg IM0049441	pw-high hoe tire repair Volvo	273.60	273.60
EFT		Brandt Tractor Ltd CS50756	pw-PM T6	457.89	
		CS50789	pw-T5 Safety Insp	3,645.36	4,103.25
EFT		Burchell's Home Hardware 43080	Rec- Misc Park Supplies	370.10	
		43252	Rec- Program Supplies	203.85	
		43256	rec- misc supplies & chemicals	224.02	
		43312	Rec- Pool Chemicals	107.95	
		43365	Rec-Paint & misc supplies	321.80	
		433394	fd- keys/markers	16.15	1,243.87
EFT		CIMCO Refrigeration 90826057	rec-sensor repair	1,206.01	1,206.01
EFT		Canadian Union Of Public Aug 2022	July 2022 Union dues collected	680.00	680.00
EFT		Clean Water Works Inc. W22233	es - flushing	1,516.01	1,516.01
EFT		Coville Electric 5670	rec- plug repair & lift rental	863.10	
		5676	rec-electrical upgrade comp rm	5,085.00	5,948.10
EFT		Denchem Surface Solutions INV0089228	pw- calcium chloridejun29/22	8,246.71	8,246.71
EFT		Drummond's Gas 2444843	fd-fuel parade truck	93.96	
		2443606	Rec- Truck Fuel	60.00	
		2444849	Rec- Truck Fuel	20.29	
		2443621	Rec- Truck Fuel	150.00	
		2443641	fd-fuel	137.00	
		2443647	Rec - Truck Fuel	45.00	
		2443655	pw-T19-01 fuel	120.00	
		2443672	fd- Fuel R1	76.27	702.52
EFT		Eastern Ontario Water 1140560	fd- water supply	43.90	43.90
EFT		Eastlink 18587503	pw/fd phone	172.71	172.71
EFT		Evans Printing Ltd.			

Report Date
8/15/2022 1:20 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
As of 8/15/2022
Batch: 2022-00108

Page 2

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		30640	bldg-Business cards -Bldg insp	101.70	
		30645	adm-C.Newcombe Bus Cards	101.70	203.40
EFT		Falcon Security Co.			
		1000078740	wwtp-adelaide alarm monitoring	1,050.90	1,050.90
EFT		Future Office Products			
		FOP205647	admin Apr-Jun 2022	84.56	
		FOP205648	pw/fd-photo copier	84.40	
		FOP206102	admin copier contract July	590.79	759.75
EFT		Grand & Toy			
		T130947	adm-copier paper, fd-batteries	226.34	
		T132722	adm-monitor riser	56.49	
		T134767	adm-mouse pad	38.41	
		T134490	adm-paper/envelopes	262.49	583.73
EFT		Greer Galloway Consulting Eng			
		26313	Ag Drain-drainage sup duties	371.77	
		26319	storm-contract adm-Jtown	1,535.90	
		26321	pw-prof service rd needs study	3,184.34	5,092.01
EFT		Gregory Garswood			
		Aug 2022	Fox Whiles for Bronze class	23.12	23.12
EFT		Hansler Smith Limited			
		5707876	rec- cleaning supplies	423.30	
		5707849	rec-cleaning supplies	117.89	541.19
EFT		Island City Training & Service			
		197	bylaw enforcement Jul 2022	1,672.40	1,672.40
EFT		Joe Computer			
		165914	July Internet Services	138.99	138.99
EFT		Kenneth Sloan			
		July 2022	pw-safety boots/eye exam self	441.14	441.14
EFT		Kim Durant			
		Aug 2022	Rec-instructor course/Day trip	1,914.24	1,914.24
EFT		King Edward Auto Parts			
		6029-220290	pw- supplies	285.53	285.53
EFT		Mac's Convenience Store Inc.			
		137935	pw- fuel T1	120.00	
		147581	pw-fuel T1	133.00	
		147583	rec- truck fuel	123.15	
		147582	Rec - truck fuel	95.05	
		147584	rec- truck fuel	10.50	
		147585	pw- Fuel T1	138.75	
		147586	rec- truck fuel	10.67	
		147587	rec- truck fuel	169.11	
		147589	rec- truck fuel	37.25	
		147588	es - fuel	123.80	
		147590	rec-truck fuel	70.20	
		147593	es fuel	127.40	
		147591	pw- fuel T1	134.00	

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		147594	rec-truck fuel	158.69	
		147595	fd -fuel	60.00	
		147596	rec-truck fuel	170.32	
		147597	es - fuel	135.60	
		147598	es -fuel	126.00	
		147599	rec- truck fuel	31.70	1,975.19
EFT		Mike Spencer			
	July 2022		rec-pool chemicals	132.69	132.69
EFT		Morrisburg Plumbing & Heating			
	23443		rec-washroom repair	242.96	
	23492		wtp -water meter cleared	448.33	691.29
EFT		NSF International Strategic			
	9052284		es DQMS audit	2,147.00	2,147.00
EFT		O'Reilly's Independent Grocer			
	02 0629		fd-gatorade	85.83	85.83
EFT		OnServe			
	63758		IT contract services July	3,431.34	3,431.34
EFT		Pacific Tier Solutions Inc			
	INV-0180		Rec-online booking program	489.18	489.18
EFT		Purolator Courier Ltd.			
	450970859		adm-Courier fees -reg gen/MOF	24.31	
	451022308		adm-marriage licenses	14.13	
	451075685		adm-Reg Gen	14.13	52.57
EFT		R & D Dairies Ltd			
	999.B215664		Rec Canteen supplies	326.00	
	999.B215771		Rec Canteen supplies	362.00	
	999.B215978		Rec Canteen supplies	370.74	1,058.74
EFT		Roger Huttman			
	July 2022		July 2022 Mileage	473.78	473.78
EFT		Selleck Truck & Trailer Repair			
	502651		wwtp-atad repairs	1,850.76	1,850.76
EFT		Smartcell Communications Inc			
	KINBIIN2748		adm-Deputy Clerk cell phone	217.03	217.03
EFT		Southeastern Telecommunication			
	43515		fd/pw-phone repairs	133.34	133.34
EFT		Spencerville Home Hardware			
	79215		pw- shop supplies tape	29.37	
	79221		rec- misc parts	3.38	
	79223		rec - plumbing supplies	45.18	
	79301		rec- drill bit set for pool	28.24	
	79320		rec- parks misc	18.07	
	79327		rec - misc supplies	7.42	131.66
EFT		T.A.S. Communications			
	0000364541		Rec - call in service	130.72	130.72
EFT		Ultramar			
	039168047073202		pw 2618.2L clear diesel cty22	5,087.26	5,087.26

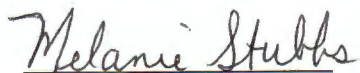
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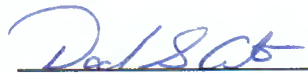
Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
EFT		Universal Supply Group 3735				
		964-388030		rec- oil for trucks	153.14	153.14
EFT		Upper Canada Elevators				
		23946		Adm-qtr inspection lift	260.00	260.00
EFT		Vincera Kennels				
		486664a		Jul 2022 Pound fees/Release f	1,360.00	1,360.00
EFT		Waste Connections of Canada				
		7150-0000400679		es - grit removal	207.84	207.84
EFT		Xerox Canada Ltd.				
		85599994		wwtp-copier charges	11.06	
		50281956		wwtp - copier lease	474.42	485.48
					Total for EFT:	58,138.81

Certified Correct This August 15, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
8/18/2022 9:12 AM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: PAD - Preauthorized Debit					
Proposed Payments:					
Ch		Bell Canada			
	925-5822 07-22		south centre J.Town	116.94	
	657-3210 07-22		cardinal arena	123.56	
	657-4468 07-22		wtp-water plant Jul 2022 Phone	118.42	
	657-4606 07-22		pw-Pittston shop	134.66	
	657-4850 07-22		wwtp-John St	164.21	
	657-3765 07-22		wwtp-John st	346.87	
	543665566 07-22		Adm/fd/pw - internet Split	1,188.92	2,193.58
Ch		Hydro One Networks Inc.			
	18196 07-22		lagoon-2301 RD 21	92.43	
	84483 07-22		pw- Sophia St	8.52	
	53082 07-22		lagoon 2803 CR 21	40.02	
	62670 07-22		wwtp-flett st	44.48	
	24430 07-22		ball diamonds	128.20	
	25495 07-22		spencerville library	131.32	
	71283 07-22		lagoon- 1 Spencer	229.36	
	03696 07-22		fd stn 1	623.99	
	27613 07-22		admin-townhall	624.82	
	32562 07-22		lagoon 4 Charles	40.86	
	41324 07-22		parks-CR44 clock	52.13	2,016.13
Ch		LBC Capital			
	2091421		Aug-Sep 2022 copier lease	183.06	183.06
Ch		Life Works Morneau Shepell			
	1742411		EFAP-Jul-Dec 2022	928.52	928.52
Ch		Minister Of Finance			
	Aug 2022		Aug 2022 EHT premium	5,138.47	5,138.47
Ch		Ontario Municipal Employees			
	July 2022		July 2022 contributions/Employ	32,955.48	32,955.48
Ch		Pitney Bowes			
	3202032620		Postage Machine Qtr LeaJun-Sep	440.53	440.53
Ch		RBC Loan 21655469008			
	Aug 8 2022		JR-DR drain loan	1,331.00	1,331.00
Ch		Receiver General For Canada			
	PP 15 2022 PT		PP 14 2022 PT source deduction	7,137.09	
	PP 15 2022 FT		PP 15 2022 FTsource deductions	31,215.92	38,353.01
Ch		Rideau St Lawrence			
	502-00 07-22		ball diamond Cardinal	33.66	
	496-00 07-22		wwtp-417 Hwy2	46.67	
	504-00 07-22a		parks 1800 Dundas	50.57	
	290-00 07-22		parks-1700 Dundas	173.26	
	501-00 07-22		fd stn 2	185.18	
	250-00 07-22		cardinal pool	331.32	
	500-01 07-22		cardinal library	336.00	
	231-00 07-22		pw-4035 Dishaw	759.34	


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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		370-00 07-22	wwtp-adelaide	325.81	
		430-00 07-22	wtp-2000 Dundas	1,651.28	
		435-00 07-22	wwtp-172 Henry	149.77	
		450-00 07-22	wtp-water tower	35.65	
		119-01 07-22	ind park water	7,739.53	
		505-01 07-22	Rec - Dishaw W & H	2,953.57	
		464-00 07-22	wwtp-4000 John	5,639.05	
		270-00 07-22	pw-cardinal streetlights	1,584.49	21,995.15
Ch		Royal Bank Visa			
		8356 07-22	D. Grant RBC Visa Jul 2022	2,602.34	2,602.34
Ch		Scotiabank			
		Aug 8, 2022	Recreation Truck Loan Payment	476.46	476.46
Ch		Sun Life Financial			
		Aug 2022	Aug 2022 Monthly Premiums	21,809.24	21,809.24
Ch		Superior Propane			
		39829276	rec - 4050 Dishaw St	19.78	19.78
Ch		Telus Mobility			
		39265058 07-22	adm-Jul 2022 Hot Spot Phone	590.83	590.83
Ch		Township of Edwardsburgh/Cardi			
		PP 16 2022	PP 16 2022 Payroll Clearing	96,937.81	96,937.81
Ch		Union Gas Limited			
		72598 5 07-22	Library - 618 Cty Rd 2	26.59	
		72780 5 07-22	pw-4035 dishaw card shop heat	5.49	
		72687 6 07-22	es-70 Adelaide St	38.41	
		53951 1 07-22	wwtp-4000 John natural gas	167.65	
		21619 4 07-22	24 Sutton Drive - Jtown	33.40	
		44787 6 07-22	wtp-2000 Dundas natural gas	3.92	
		69531 2 07-22	fd- 4035 Dishaw St.- stn 2	17.23	292.69
				Total for PAD:	228,264.08

Certified Correct This August 18, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO

Report Date
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Township of Edwardsburgh/Cardinal
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - REVENUE FUND					
Proposed Payments:					
Ch		416 Courier			
		1530	Water sample courier	271.20	
		1561	Jul water sample courier	216.96	488.16
Ch		Ault & Ault In Trust			
		18304	Legal Fees Mar-Aug Various	5,656.20	5,656.20
Ch		Barco Products-Canada			
		INVCAN2688	Rec-Park Bench Donation	2,460.78	2,460.78
Ch		Carefree Pools Ltd.			
		283341	Rec- Pool Chemicals	32.89	32.89
Ch		Cassidy's Engraving & Trophies			
		814100	Rec Swim Meet Expense	44.29	44.29
Ch		Classic Trophies & Gifts			
		3930	Rec- Swim meet expense	31.08	31.08
Ch		Cleary Feed & Seed			
		1350	rec- field marker for diamond	55.94	55.94
Ch		Equipment Sales & Service Limi			
		W14921	pw-loader 1 L1	508.40	
		W14922	pw - loader 2 L2	1,741.01	2,249.41
Ch		Field Consultants Ltd.			
		08152022	rec-5yr Arena Structural Study	2,915.40	2,915.40
Ch		Fluent Information Management			
		INV-7092	adm-emergency mgmt app	678.00	678.00
Ch		GIP Paving Inc			
		791474	Storm - Spen Drainage PB # 1	360,052.71	360,052.71
Ch		Hugh Cameron			
		June 2022	June 2022 Mileage	125.10	
		July 2022	July 2022 Mileage	125.58	250.68
Ch		Industrial Electrical			
		2746	wwtp-exterior lighting repairs	361.88	361.88
Ch		Jennifer Durant			
		Aug 17, 2022	Rec- Aquafit Instructor	1,000.00	1,000.00
Ch		Jenny Holdsworth			
		07012022	Camp 2nd Session Rebate	200.00	200.00
Ch		Jewell Engineering			
		00116007	es- cty rd 2 design	7,342.18	7,342.18
Ch		LexisNexis Canada Inc			
		11493249	Adm-2023 Municipal Act	143.80	143.80
Ch		Lloyd McMillan Equipment Ltd.			
		30360	pw-stock-water breees/lawn rep	519.80	519.80
Ch		Marquis Côté			
		August 8, 2022	CIP Application S-01-22	5,225.00	5,225.00
Ch		Maximum Signs			

Report Date
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Township of Edwardsburgh/Cardinal

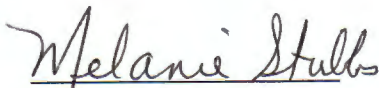
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		97213	pw- hands rd signs	706.26	
		97273	pw - signs	83.96	790.22
Ch		Minister of Finance			
		302107221329051	June 2022 OPP billing	96,371.00	96,371.00
Ch		Planes Precast Concrete			
		0000189732	storm-raise manholes	1,172.49	
		0000189731	storm-ditch inlet grates	1,356.00	2,528.49
Ch		R. A. Howard Bus Services Ltd			
		31894	rec- bus trip to mont cascade	847.50	
		31921	Rec-Bus for day trip	734.50	1,582.00
Ch		Rachel Gommert			
		Aug 10 2022	Rec-Refund Day Trip	60.00	
		Aug 15 2022	Rec- Camp Refund	187.50	247.50
Ch		South Grenville Beacon			
		787	Council- 2022 Graduation	84.75	84.75
Ch		Team Solutions			
		J034893	Lagoon-tank alum cleaning	1,372.72	1,372.72
Ch		Technical Standards & Safety			
		9177547	rec - cardinal rink	479.12	479.12
Ch		The Information Professionals			
		TOMRMS 2022-051	TOMRMS 2022 Annual Update	395.50	395.50
Ch		Trophies Plus 2000			
		54876	Rec- Swim meet supplies	33.68	33.68
				Total for AP:	493,593.18

Certified Correct This August 18, 2022


Melanie Stubbs, Treasurer


Dave Grant, CAO

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL
BY-LAW NO. 2022-**

**“A BY-LAW TO AMEND BYLAW 2019-15 BEING A BYLAW TO GOVERN THE
PROCEEDINGS OF COUNCIL AND COMMITTEES OF COUNCIL”**

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

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

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend Bylaw 2019-15 to incorporate updates for the inaugural meeting of council.

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

1. That Section 2, under “Council Meetings” of Bylaw 2019-15 is amended by deleting and replacing with the following:

“The Inaugural Meeting following each quadrennial election shall be held at the Township Office, Spencerville, in the Council Chambers at 11:00 a.m. on the third Monday in November.”

2. That Bylaw 2019-15 be amended by adding the following sections under the “Council Meetings” heading:

Section 3. “The Clerk shall be responsible for the content of the agenda for the Inaugural Meeting and the arrangements for the inaugural proceedings. The contents of the agenda shall be as follows:

- a. Opening of the Meeting
- b. Mayor’s Declaration of Office and Oath of Allegiance
- c. Deputy Mayor’s Declaration of Office and Oath of Allegiance
- d. Councillor’s Declaration of Office and Oath of Allegiance
- e. Mayor’s Inaugural Address
- f. Deputy Mayor’s Inaugural Address
- g. Councillor’s Inaugural Address
- h. Adjournment”

Section 4. “Every Member of Council shall make and subscribe a Declaration of Office and an Oath of Allegiance at the Inaugural Meeting of Council as per section 232(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.”

Section 5. “If a Member of Council is absent, the Declaration of Office and Oath of Allegiance shall take place at the next subsequent Meeting of Council.”

3. That Sections 3 through 108 of Bylaw 2019-15 be renumbered to 6 through 111.
4. That all other provisions of Bylaw 2019-15 shall remain in force and effect.

5. That this bylaw shall come into force and effect upon final passage.

Read a first and second time in open Council this 25 day of July, 2022.

Read a third and final time, passed, signed and sealed in open Council this 22 day of August, 2022.

Mayor

Clerk

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL
BY-LAW NO. 2022-**

**“A BY-LAW TO AUTHORIZE THE CLERK TO EXECUTE A SUBSCRIPTION
AGREEMENT WITH ESCRIBE SOFTWARE LTD.”**

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

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

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

WHEREAS Municipal Council deems it desirable to enter into a subscription agreement with eScribe Software Ltd. for continued agenda and meeting management services.

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

1. That the Clerk is hereby authorized to execute the Subscription Agreement with eScribe Software Ltd., attached hereto as Schedule “A” and forming part of this bylaw.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 22 day of August, 2022.

Read a third and final time, passed, signed and sealed in open Council this 22 day of August, 2022.

Mayor

Clerk

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:

Subscription Agreement

- 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.

Subscription Agreement

Appendix C – Implementation Services

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

Subscription Agreement

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)	

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

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

BY-LAW NO. 2022

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A
TRANSFER PAYMENT AGREEMENT WITH HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO – MINISTER OF INFRASTRUCTURE – FOR THE
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM”**

WHEREAS the Township of Edwardsburgh Cardinal has received funding from the Minister of Infrastructure for the Investing in Canada Infrastructure Program (ICIP): Green Stream; and

WHEREAS Municipal Council of the Township of Edwardsburgh Cardinal deems it advisable to enter into a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure;

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

1. That the Mayor and Clerk are hereby authorized to execute the transfer payment agreement attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal.
2. That the Green Stream Transfer Payment Agreement and its Schedules attached hereto shall form part of this bylaw.
3. That this bylaw shall come into force and take effect upon date of passing.

Read a first and second time in open Council this 22 day of August, 2022.

Read a third and final time, passed, signed and sealed in open Council this 22 day of August, 2022.

Mayor

Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

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

(“**Ontario**” or the “**Province**”)

- and -

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

(CRA#108132341)

(the “**Recipient**”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

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

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

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

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

5.0 ACKNOWLEDGEMENT

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

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

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

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

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

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

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

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

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

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

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

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

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

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

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

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

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

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

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

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

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

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

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

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

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

“Funding Year” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

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

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

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

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

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

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

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

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

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

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

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

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

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

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

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

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

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

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

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

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

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

- A.4.1 **Funds Provided.** The Province will:
- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
 - (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.
- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):
- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
 - (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
 - (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

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

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

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

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

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

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

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

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

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

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

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

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

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

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

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

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

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

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

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

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

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

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

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

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

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

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

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

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

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

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

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

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

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

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

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

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

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

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

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

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

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

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

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

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

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

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

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

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

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

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

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

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

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

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

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

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

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

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

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

A.15.0 NOTICE

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

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

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

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

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

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

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

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

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

A.17.0 SEVERABILITY OF PROVISIONS

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

A.18.0 WAIVER

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

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

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

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

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL 18 Centre Street, Spencerville, Ontario K0E1X0</p> <p>Attention: Director of Operations</p> <p>Email: gshaw@twpec.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

This project will replace watermain in the Township of Edwardsburgh-Cardinal. Project work includes the replacement of watermain along Cardinal County Road #2 for approximately 900 meters including all related appurtenances to the property line from approximately 742 CR2 heading east to St. Lawrence Street; approximately eight reconnection points; a new, approximately 100 m long feeder main connection from South Walker Street to the new County Road #2 watermain; the replacement of approximately three fire hydrants and 10 valves; and new service connections to approximately 27 properties including one apartment complex.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$2,110,336.25, rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$703,375.07, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$844,134.50, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project

meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 Province's and Canada's Consent. Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

- E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:
- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
 - b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
 - c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

- E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:
- a) Costs incurred prior to the Federal Approval Date;
 - b) Costs incurred after October 31, 2026;
 - c) All expenditures related to Contracts signed prior to the Federal Approval Date;
 - d) Costs incurred for terminated or cancelled Projects;
 - e) Costs related to developing a business case or proposal or application for funding;
 - f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,

- ii. Buildings, or
- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:
 - (i) relocating whole communities;
 - (ii.) emergency services infrastructure; or
 - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

- K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

- K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.
- K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.
- K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.
- K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

- K.3.1 Rules of Committee.** The Committee will:
- (a) meet at least two times a year, and at other times at the request of a co-chair; and
 - (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

CAO's ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

Absence	I will be away on holidays between August 23 and September 6. During my absence, Treasurer Melanie Stubbs will be acting in my capacity.
Economic Development	Staff are working through several severance, zoning bylaw amendments and site plan control inquiries and applications.
Municipal Election	As per Section 275 of the Municipal Act, Council is now under the restricted acts (lame duck) as less than 4 of the 5 council members are not running for the same seat currently being held. Authority has been delegated to the CAO, via Bylaw 2022-25 of the authorities of Council: <ul style="list-style-type: none"> a) Appointment or removal from office any officer of the municipality; b) The hiring or dismissal of any employee of the municipality; c) The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; d) Making any expenditure or incurring any other liability which exceeds \$50,000
IPM	The Township and Port of Johnstown will both be incorporated into the Leeds Grenville Regional Showcase Exhibit. Staff participate in regular meetings and working on display table items.
OLT Appeal	The required Municipal Submission Form was filed with the OLT. Our legal counsel is preparing a letter to the OLT seeking relief through an order that would permit any part of the bylaw not in issue in the appeal would be in effect on the date the bylaw was passed (June 27, 2022).
Accelerated High Speed Internet Program	Staff have completed an initial readiness survey and will be participating in an onboarding webinar later this month to become more familiar with the program and our specific role in the program.
Grenville CFDC Annual General Meeting	The Grenville CFDC is hosting their annual general meeting at the Kemptville campus on September 28. Registrations are due by September 21.
Building	There have been 102 permits issued to date. Since last reporting we discovered that there was an error in the number of building permits issued as the building permit program which automatically assigns the next permit number skipped over 10 permit numbers. This has been corrected by using the skipped building permit numbers for new building permits.
	An OBC Part 8 pre-transition meeting is scheduled for August 22 with representatives from SNC, Augusta and Elizabethtown Kitley in attendance to review any remaining items.

Bylaw	BLEO continues to identify and issue violation notices within the Township for properties that require compliance measures, specifically focusing on clean yards and animal control.
Upcoming meeting schedule Time – 6:30pm unless noted otherwise	Tuesday, September 6 – Committee of the Whole, Community Development Monday, September 12 – Committee of the Whole, Admin/Finance Monday September 19– Committee of the Whole, PW/ES/F Wednesday, September 21 – Port Management Committee Monday, September 26 – Regular Council

TREASURY

OILC application	Submitted all documentation to OILC for construction loan, anticipate a 4-8 week approval process
NDMP Funding	Continued follow-up with SNC regarding status of payment from NDMP for the berm project at the Water Treatment Plant

FACILITIES/RECREATION

Ingredion Arena	Arena opened for rentals August 8 th , contracts with associations are just being finalized for the upcoming season. Local registration numbers are down.
Summer Programs	Session 4 will wrap up August 26 th , last day for both pools will be the 27 th .
Walking Track	Normal walking track hours are in place for the season.
Girls Inc	Girls Inc ran a camp for girls out of the Spencerville Arena last week with 20 kids in the program. As part of their Community Action Plan the group on the final day went around the village and picked up garbage. Bags and gloves were supplied by the municipality.
Blue Grass Festival	TWPEC provided the arena showers Wednesday-Sunday 8 am – 5 pm. Staff also performed a daily garbage pickup mid-afternoon.
Spencerville Fair	Fair will be using the arena this year for their main concert venue, staff have already been working with the Fair committee to ensure a successful event.
Cardinal Labour Fest	Ball tournament will be run Friday – Sunday, extra garbage cans and staff presence over the weekend will occur to ensure the waterfront and diamonds are kept clean.
Park Bench Donation	New bench installed on the top hill area where the old marina was located. The donation of the bench was made in memory of David Lockhart
Covid Clinic	September- December dates are Sept 9 th , Oct 7 th , Nov 4 th , Dec 9 th
SNC Learn to Fish	SNC Learn to Fish program had 15 kids registered, special thanks to Councillor Hunter for great support in this project.

OPERATIONS – PUBLIC WORKS

Roadside Mowing	Mowing operations fence to fence (where applicable) being completed in August.
Roadside Ditching/Brushing	Completion of brushing and ditch works on Hands Rd. Completion of brushing and ditching on Rock St, for 150m, north of Crowder Rd. Roadside brushing completed in isolated areas of Glen Smail Rd, McNeilly Rd, Ventnor Rd, Legion Way, Hyndman Rd, Flett St.
Roadside Debris	Collection of roadside debris on Froom Rd, Byers Rd, Glen Smail Rd, Entrance to Transfer Station Site.
Miscellaneous	PW Staff worked with Environmental Service Staff to replace a Sample Station on Dundas St East. Stop Bars being reinstated in Cardinal, Johnstown, Spencerville, and Hands Rd. Pedestrian crosswalk, signage, and speed bumps installed at HFI on Hands Rd. Installation of 911 signs and posts (5) Coco Paving contractor installing underground services in Spencerville. The project is experiencing delays due to difficulty in material procurement.
Maintenance Grading	Performed maintenance grading on Blair Rd, Hutton Rd, Totem Ranch Rd.
Spencerville Drainage	Majority of pipework is completed. Remaining catch basin installations are to be completed by end of August. Curbing will be delayed a few weeks.
Johnstown Drainage	Staff, contractor and consultant will be meeting in the next week to review and update the schedule. Notice letters and pre inspections will be forthcoming shortly.
Armstrong Road	Quotations received for the proposed work exceed upset limit in council resolution. Work will not proceed and revisit options during the 2023 budget.

OPERATIONS – ENVIRONMENTAL SERVICES

Cardinal Wastewater Treatment Plant	Black & McDonald serviced boiler system. Serviced air compressor. Routine maintenance completed.
Cardinal Water Plant	Trojan UV on site to troubleshoot UV # 1 power failure issue. New Siemens power supply unit ordered. Falcon Security on site to service communication board. Capital Controls replaced Clearwell Greyline Level transmitter/sensor and performed calibration on the new unit. Routine maintenance completed.

Cardinal Distribution System	Excavated and replaced the Dundas Street Sample Station. Routine rounds completed.
Industrial Park Water System	Routine rounds completed.
Windmill Pumping Station	Laframboise Group on site, preparing to start upgrade work. Routine rounds completed.
Spencerville Wastewater System	Submitted order for lagoon sluice gate valve. Routine rounds completed.
Cardinal Sewer and Storm Collection System	CWW completed CIPP work on Helen Street (Capital Project) Linear ECA finalized and issued. Routine rounds completed.

OPERATIONS – MUNICIPAL DRAINS

Ferguson Drain	Tender closing date of August 23 rd at 4:00 pm.
CR2/Newport	The draft tender documents prepared by RCI were received on August 16 and staff are in the review process. The timeline to complete in-water work prior to October 15 is not practical. The decision was made to postpone tendering the project until January 2023 in anticipation of better pricing and ability to complete the work in one construction season.

FIRE DEPARTMENT

HR	Physical and aptitude testing was completed for 8 applicants. One additional applicant was unavailable due to sickness and will be tested when recovered. Interviews will be scheduled in the near future. Fire Department family BBQ was hosted at the South Centre. Fire department members are planning a fall women's bootcamp.
Training	Regular weekly training has resumed after our July break. One firefighter is completing NFPA 1041 Fire Instructor I in Kingston. One Captain is completing NFPA 1041 Fire Instructor II in Lyndhurst. Fire Department facility tour completed at HFI Pyrotechnics. Plans are being finalized for the upcoming LPG firefighting course to be held Sept 17 & 18. This course is being sponsored by Emergency Response Assistance Canada (ERAC). Levac Propane have donated the 1500 liters propane required for the live fire portion.

	A \$750,000 training grant was announced by the Fire Marshalls Public Fire Safety Council to support training materials required for firefighter certification. Additional details will be announced. Two firefighters started the D license training program.
Fleet	Annual apparatus service and inspections have begun. The pump for the new tanker has arrived and assembly has started. The tank repair on tanker 7 will be completed by year end.
Fire Prevention	Edwardsburgh Cardinal hosted the County Fire Prevention Committee meeting in August. Plans are being developed for this year's fire prevention week and the International Plowing Match being hosted in North Grenville. Summer reading program fire department visit to the Spencerville Library will take place on Aug 18. Inspection completed at a new business in Spencerville.
Facilities	Several broken exterior light fixtures at both stations were replaced with LED units.

EMERGENCY MANAGEMENT

Emergency Exercise	This will be held on the morning of September 13 and in conjunction with UCLG.
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Councillors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

TOWNSHIP OF EDWARDSBURGH CARDINAL

August 22, 2022

Resolution Number: 2022- _____

Moved By: _____

Seconded By: _____

COPY

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

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

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

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

BY-LAW NO. 2022-

**“A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY
RESOLUTION”**

WHEREAS Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

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

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on August 22, 2022 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 22 day of August, 2022.

Mayor

Clerk