



**AGENDA**  
**REGULAR MEETING OF MUNICIPAL COUNCIL**

**Monday, January 30, 2023, 6:30 PM**  
**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Delegations & Presentations**
- 5. Minutes of the Previous Council Meetings**
  - a. Regular Council - December 12, 2022
  - b. Special Council - December 19, 2022
- 6. Business Arising from the Previous Council Meeting (if any)**
- 7. Committee Minutes**
  - a. Public Library Board - December 13, 2022
  - b. Port Management Committee - December 19, 2022
  - c. Committee of the Whole - Administration & Operations - January 9, 2023
  - d. Committee of the Whole - Administration & Operations - Budget #1 - January 16, 2023
- 8. Action and Information Items from Committees**
  - a. "Doors are Open" Feedback Meetings
  - b. Subdivision Plan 1069 Final Acceptance & Release of Securities - Glock Subdivision
  - c. 2022 Cardinal & Industrial Park Water System Annual Reports
  - d. Port Year End Presentation & Pre-Audited Financial Statement
- 9. Correspondence**
- 10. Approval of Municipal Disbursements**
- 11. By-laws**
  - a. Meeting Recording Policy
  - b. Zoning Bylaw Amendment - 3609 County Rd 21 - Zanderplan Inc. o/b Malcomson
  - c. Zoning Bylaw Amendment - 3485 Glen Smail Rd - iN Engineering + Surveying o/b HFI Pyrotechnics
  - d. Port of Johnstown Warehouse Lease Agreement
  - e. Appoint Members to Boards & Committee of Council
  - f. Appoint Members to Public Library Board
- 12. CAO's Administrative Update**
- 13. Councillor Inquiries or Notices of Motion**
- 14. Mayor's Report**
- 15. Question Period**

**16. Closed Session**

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Salary Review & Collective Agreement Scale
- b. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Minutes of Closed Session dated November 28, 2022

**17. Report Out of Closed Session**

**18. Confirmation By-law**

**19. Adjournment**

**MINUTES**  
**MUNICIPAL COUNCIL**

**Monday, December 12, 2022**

**6:30 PM**

**Corporation of The Township of Edwardsburgh Cardinal  
Council Chambers, Spencerville Ontario**

**PRESENT:** Mayor Tory Deschamps  
Deputy Mayor Stephen Dillabough  
Councillor Joe Martelle  
Councillor Waddy Smail  
Councillor Chris Ward

**STAFF:** Dave Grant, CAO  
Rebecca Williams, Clerk  
Sean Nicholson, Treasurer  
Gord Shaw, Director of Operations  
Candise Newcombe, Deputy Clerk  
Wendy VanKeulen, Community Development Coordinator

**1. Call to Order**

Mayor Deschamps called the meeting to order at 6:33 p.m.

**2. Approval of Agenda**

**Decision:** 2022-406

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

That Municipal Council approves the agenda as presented.

Carried

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

None.

**4. Delegations & Presentations**

None.

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

a. Regular Council - November 28, 2022

**Decision:** 2022-407

**Moved by:** W. Smail

**Seconded by:** J. Martelle

THAT Municipal Council receives and approves the minutes of the Regular Council Meeting dated November 28, 2022.

Carried

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

None.

**7. Committee Minutes**

a. Public Meeting - Zoning Bylaw Amendments - 2062 County Rd 22, 2017  
County Rd 2, 1403 County Rd 2, 3209 County Rd 2 - November 24, 2022

**Decision:** 2022-408

**Moved by:** J. Martelle

**Seconded by:** W. Smail

THAT Municipal Council receives the minutes of the Public Meeting - Zoning Bylaw Amendments - 2062 County Rd 22, 2017 County Rd 2, 1403 County Rd 2, 3209 County Rd 2 dated November 24, 2022.

Carried

- b. Public Meeting - Zoning Bylaw Amendments - 3485 Glen Smail Rd, 3609 County Rd 21 - December 5, 2022

**Decision:** 2022-409

**Moved by:** C. Ward

**Seconded by:** S. Dillabough

THAT Municipal Council receives the minutes of the Public Meeting - Zoning Bylaw Amendments - 3485 Glen Smail Rd, 3609 County Rd 21 dated December 5, 2022.

Carried

- c. Combined Committee of the Whole - Administration and Finance/ Public Works, Environmental Services and Facilities - December 5, 2022

**Decision:** 2022-410

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT Municipal Council receives and approves the minutes of the Combined Committee of the Whole – Administration and Finance – Public Works, Environmental Services and Facilities dated December 5, 2022.

Carried

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

- a. Bait Fuel Bass Tournament

**Decision:** 2022-411

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT Municipal Council:

1. Supports and approves the Basstion Consulting Group to run their 1-day Bait Fuel Fishing Derby in Cardinal on Saturday August 26<sup>th</sup>, 2023; and
2. Directs staff to work with Mr. Hooper and his group to ensure proper parking is arranged for both the participating anglers and the general public.

As recommended by the Combined Committee of the Whole – Administration and Finance/Public Works, Environmental Services and Facilities.

Carried

- b. Township Hall Renovation Concept Drawing

Council ensured that the future concept designs would be brought forward for review prior to approval and that consideration be given to the need for



appropriate fire exits from the upper level. Council confirmed that additional high-level layout options will be provided. It was noted that the core layout will remain, however, there will be an opportunity for future Council input on the designs.

**Decision:** 2022-412

**Moved by:** J. Martelle

**Seconded by:** W. Smail

THAT Municipal Council approves the concept and directs staff to move forward on transitioning the Council Chambers to the upper level and create an improved work space within the existing lower level of the building, as recommended by the Combined Committee of the Whole – Administration and Finance/Public Works, Environmental Services and Facilities.

Carried

c. Foodcycler Additional Pilot Program

Council highlighted the benefits of the FoodCycler option to rural municipalities that are unable to offer a composting program.

**Decision:** 2022-413

**Moved by:** C. Ward

**Seconded by:** J. Martelle

THAT Municipal Council approves an additional municipal subsidized purchase of 100 FoodCycler units (50/50 split between the FC-30 and Maestro) to implement another pilot program in partnership with Food Cycle Science and that the costs be included in the 2023 budget, as recommended by the Combined Committee of the Whole – Administration and Finance/Public Works, Environmental Services and Facilities Committee.

Carried

d. 2022 Audit Plan

Council noted the fee increase for the current auditing company. It was noted that the Township will complete the 2022 audit with MNP and complete an assessment to determine if the Township will remain with MNP or seek requests for proposals in 2023

**Decision:** 2022-414

**Moved by:** J. Martelle

**Seconded by:** W. Smail

THAT Municipal Council receives the 2022 audit plan and authorizes the Treasurer to sign the engagement letter as a requirement of the annual audit, as recommended by the Combined Committee of the Whole – Administration and Finance/Public Works, Environmental Services and Facilities.

Carried

e. 2023 Draft LLPS Budget

**Decision:** 2022-415

**Moved by:** W. Smail

**Seconded by:** J. Martelle

THAT Municipal Council approves the 2023 Raw Water Supply System (LLPS) budget as presented, as recommended by the Combined

Committee of the Whole – Administration and Finance/Public Works,  
Environmental Services and Facilities.

Carried

f. Pre-Budget Approval Tender - 5 Tonne Plow Truck

**Decision:** 2022-416

**Moved by:** W. Smail

**Seconded by:** J. Martelle

THAT Municipal Council directs staff to prepare and issue a tender for a new Tandem Axle Truck, as recommended by the Combined Committee of the Whole – Administration and Finance/Public Works, Environmental Services and Facilities.

Carried

g. OPP Detachment Board Proposal

Council was provided with a brief history of the OPP detachment board proposal noting the ultimate decision to propose 2 separate boards. Discussion was held regarding the submission deadline and willingness to work cooperatively with neighbouring municipalities.

**Decision:** 2022-417

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

That Municipal Council endorse the joint submission of the Grenville County OPP Detachment Board proposal to the Solicitor General of Ontario, as outlined in the attached Briefing Note as Option B, consisting of one board representing Merrickville-Wolford and North Grenville, and one board representing Augusta, Edwardsburgh/Cardinal and Prescott and that staff be directed to work with partnering board municipalities to develop terms of reference for the board.

Carried

9. Correspondence

**Decision:** 2022-418

**Moved by:** C. Ward

**Seconded by:** S. Dillabough

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

- December 5, 2022
- December 7, 2022

Carried

10. Approval of Municipal Disbursements

**Decision:** 2022-419

**Moved by:** J. Martelle

**Seconded by:** W. Smail

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

- Report dated December 6 (2022-182) \$100,729.13

- Report dated December 8 (2022-185) \$17,063.89
- TOTAL: \$117,793.02**

Carried

## 11. By-laws

- a. Terms of Reference for Committees of Council

**Decision:** 2022-420

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT the mover be granted leave to introduce a bylaw to establish terms of reference for Committees of Council, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-421

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT a bylaw to establish terms of reference for Committees of Council, be now read a third time and finally passed, signed, sealed and numbered 2022-71.

Carried

- b. Electronic Monitoring Policy

**Decision:** 2022-422

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT the mover be granted leave to introduce a bylaw to adopt an Electronic Monitoring Policy, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-423

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT a bylaw to adopt an Electronic Monitoring Policy, be now read a third time and finally passed, signed, sealed and numbered 2022-72.

Carried

- c. Amend Bylaw 2022-56 - eScribe Subscription Agreement - Pro App & Vote Manager

**Decision:** 2022-424

**Moved by:** C. Ward

**Seconded by:** W. Smail

THAT the mover be granted leave to introduce a bylaw to authorize the Clerk to execute amending subscription agreements with eScribe Software Ltd. for the provision of professional application licences and vote manager/requests to speak module, and this shall constitute first and second reading thereof.

Carried

Council noted the benefits of streamlining the meeting process.

**Decision:** 2022-425

**Moved by:** C. Ward

**Seconded by:** W. Smail

THAT a Bylaw to authorize the Clerk to execute amending subscription agreements with eScribe Software Ltd. for the provision of professional application licences and vote manager/requests to speak module, be now read a third time and finally passed, signed, sealed and numbered 2022-73.

Carried

- d. Development Agreement - 2017 County Rd 2

**Decision:** 2022-426

**Moved by:** W. Smail

**Seconded by:** C. Ward

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a development agreement with Madison Mulder Enterprises Inc., and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-427

**Moved by:** W. Smail

**Seconded by:** C. Ward

THAT a bylaw to authorize the execution of a development agreement with Madison Mulder Enterprises Inc., be now read a third time and finally passed, signed, sealed and numbered 2022-74.

Carried

- e. Convey Portion of King St in Johnstown - Johnstown Self Storage

**Decision:** 2022-428

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

THAT the mover be granted leave to introduce a bylaw to convey the unopened road allowance known as King St. Plan 6 Johnstown, as closed by unregistered Bylaw #368 between Water St. and First St. North of PR152106 except PR78775; Edwardsburgh Cardinal, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-429

**Moved by:** S. Dillabough

**Seconded by:** W. Smail

THAT a bylaw to convey the unopened road allowance known as King St. Plan 6 Johnstown, as closed by unregistered Bylaw #368 between Water St. and First St. North of PR152106 except PR78775; Edwardsburgh Cardinal, be now read a third time and finally passed, signed, sealed and numbered 2022-75.

Carried

- f. Stop Up, Close & Convey Second Street Between Queen St. and King St.  
- Ferguson

**Decision:** 2022-430

**Moved by:** C. Ward

**Seconded by:** J. Martelle

THAT the mover be granted leave to introduce a bylaw to stop up, close and convey unopened road allowances being: Queen St. Plan 6 Johnstown between Second St and Third St; Edwardsburgh Cardinal; and Second St. Plan 6 Johnstown between Part 2, 15R7494 and Part 1, 15R6481; Edwardsburgh Cardinal; In the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-431

**Moved by:** C. Ward

**Seconded by:** J. Martelle

THAT a bylaw to stop up, close and convey unopened road allowances being: Queen St. Plan 6 Johnstown between Second St and Third St; Edwardsburgh Cardinal; and Second St. Plan 6 Johnstown between Part 2, 15R7494 and Part 1, 15R6481; Edwardsburgh Cardinal; In the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, be now read a third time and finally passed, signed, sealed and numbered 2022-76.

Carried

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

**Decision:** 2022-432

**Moved by:** J. Martelle

**Seconded by:** W. Smail

THAT the mover be granted leave to introduce a bylaw to stop up, close and convey part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh Part 2 Plan 15R6142, PIN 68141-0297, Edwardsburgh/Cardinal, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-433

**Moved by:** J. Martelle

**Seconded by:** W. Smail

THAT a bylaw to stop up, close and convey part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh Part 2 Plan 15R6142, PIN 68141-0297, Edwardsburgh/Cardinal, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, be now read a third time and finally passed, signed, sealed and numbered 2022-77.

Carried

- h. Stop Up, Close & Convey Part 4 on Plan 15R-6142 - Pincott

**Decision:** 2022-434

**Moved by:** W. Smail

**Seconded by:** S. Dillabough

THAT the mover be granted leave to introduce a bylaw to stop up, close and convey part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh Part 4 Plan 15R6142, PIN 68141-0298, Edwardsburgh/Cardinal, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-435

**Moved by:** W. Smail

**Seconded by:** S. Dillabough

THAT a bylaw to stop up, close and convey part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh Part 4 Plan 15R6142, PIN 68141-0298, Edwardsburgh/Cardinal, in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, be now read a third time and finally passed, signed, sealed and numbered 2022-78.

Carried

- i. Stop Up & Close North of Part 2 on Plan 15R-6142 - Oiumette

**Decision:** 2022-436

**Moved by:** S. Dillabough

**Seconded by:** W. Smail

THAT the mover be granted leave to introduce a bylaw to stop up and close part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh North of Part 2 to Dukelow Road Plan 15R6142, PIN 68141-0124, Edwardsburgh/Cardinal in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-437

**Moved by:** S. Dillabough

**Seconded by:** W. Smail

THAT a bylaw to stop up and close part of an unopened road allowance being: Part road allowance between Lot 24 and Lot 25 Concession 7, Edwardsburgh North of Part 2 to Dukelow Road Plan 15R6142, PIN 68141-0124, Edwardsburgh/Cardinal in the geographic Township of Edwardsburgh, Township of Edwardsburgh Cardinal, County of Grenville, be now read a third time and finally passed, signed, sealed and numbered 2022-79.

Carried

- j. Zoning Bylaw Amendment - 3209 County Rd 2 - Terpene

**Decision:** 2022-438

**Moved by:** J. Martelle  
**Seconded by:** W. Smail

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw No. 2022-37, (Terpene Contracting Inc. on behalf of HB Holdings Inc. Part of Lot 32, Concession 1, 3209 County Road 2), and this shall constitute first and second reading thereof.

Carried

Members inquired about additional information on the servicing for this property. It was noted that the property is subject to a site plan control agreement report which will outline the private servicing in further detail.

**Decision:** 2022-439

**Moved by:** J. Martelle  
**Seconded by:** W. Smail

THAT a bylaw to amend Zoning Bylaw No. 2022-37, (Terpene Contracting Inc. on behalf of HB Holdings Inc. Part of Lot 32, Concession 1, 3209 County Road 2), be now read a third time and finally passed, signed, sealed and numbered 2022-80.

Carried

- k. Zoning Bylaw Amendment - 2017 County Rd 2 - Mulder

**Decision:** 2022-440

**Moved by:** W. Smail  
**Seconded by:** S. Dillabough

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw No. 2022-37, (Annable Designs Co. Ltd. on behalf of Madison Mulder Enterprises Inc., Part of Lot 20, Concession 1, 2017 County Road 2), and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-441

**Moved by:** W. Smail  
**Seconded by:** C. Ward

THAT a bylaw to amend Zoning Bylaw No. 2022-37, (Annable Designs Co. Ltd. on behalf of Madison Mulder Enterprises Inc., Part of Lot 20, Concession 1, 2017 County Road 2), be now read a third time and finally passed, signed, sealed and numbered 2022-81.

Carried

- l. Zoning Bylaw Amendment - 1403 County Rd 2 - Mulder

**Decision:** 2022-442

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

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw No. 2022-37, (Annable Designs Co. Ltd. on behalf of Madison Mulder Enterprises Inc. Part of Lot 14, Concession 1, 1403 County Road 2), and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-443

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

THAT a Bylaw to amend Zoning Bylaw No. 2022-37, (Annable Designs Co. Ltd. on behalf of Madison Mulder Enterprises Inc. Part of Lot 14, Concession 1, 1403 County Road 2), be now read a third time and finally passed, signed, sealed and numbered 2022-82.

Carried

m. Zoning Bylaw Amendment - 2062 County Rd 22 - Markus

**Decision:** 2022-444

**Moved by:** C. Ward  
**Seconded by:** S. Dillabough

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw No. 2022-37, (Markus Landscaping Services, Part of Lot 7, Concession 2, 2062 County Road 22), and this shall constitute first and second reading thereof.

Carried

**Decision:** 2022-445

**Moved by:** C. Ward  
**Seconded by:** S. Dillabough

THAT a bylaw to amend Zoning Bylaw No. 2022-37, (Markus Landscaping Services Part of Lot 7, Concession 2, 2062 County Road 22), be now read a third time and finally passed, signed, sealed and numbered 2022-83.

Carried

## 12. CAO's Administrative Update

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

- Parameters of the Infrastructure Ontario construction loan.
- Intentions for the surplus fire department tanker.
- Capstone program delay.
- Minimal increase to the Sunlife group benefits.
- Proposed meeting schedule for January 2023.

**Decision:** 2022-446

**Moved by:** J. Martelle  
**Seconded by:** W. Smail

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

Carried

## 13. Councillor Inquiries or Notices of Motion

Deputy Mayor Dillabough noted an item he intended to bring forward for discussion at the next Committee meeting regarding a member of council, on a rotating basis, hosting a weekly meeting to hear public comments/suggestions/new ideas.

Councillor Martelle noted his attendance at the 2022 Hunger Report in Morrisburg on December 9<sup>th</sup>.



**14. Mayor's Report**

Mayor Deschamps reported on the following:

- Thanked staff for their hard work throughout 2022.
- Wished staff, council and members of the public a Merry Christmas and a Happy New Year.
- Highlighted the progress made in collecting contributions for the Food Bank.

**Decision:** 2022-447

**Moved by:** S. Dillabough

**Seconded by:** J. Martelle

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

Carried

**15. Question Period**

None.

**16. Closed Session**

None.

**17. Confirmation By-law**

**Decision:** 2022-448

**Moved by:** W. Smail

**Seconded by:** C. Ward

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2022-84.

Carried

**18. Adjournment**

**Decision:** 2022-449

**Moved by:** C. Ward

**Seconded by:** J. Martelle

That Municipal Council does now adjourn at 7:58.

Carried

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Mayor

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Deputy Clerk

**MINUTES**  
**SPECIAL MUNICIPAL COUNCIL**

**Monday, December 19, 2022**  
**7:30 PM**

**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

**PRESENT:** Mayor Tory Deschamps  
Deputy Mayor Stephen Dillabough  
Councillor Joe Martelle  
Councillor Waddy Smail  
Councillor Chris Ward

**STAFF:** Dave Grant, CAO  
Sean Nicholson, Treasurer  
Candise Newcombe, Deputy Clerk

**1. Call to Order**

Mayor Deschamps called the meeting to order at 8:25 p.m.

**2. Approval of Agenda**

**Decision:** 2022-450

**Moved by:** C. Ward

**Seconded by:** W. Smail

That Municipal Council approves the agenda as amended to replace the original draft motion under item 5a).

Carried

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

None.

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

None.

**5. Action and Information Items from Committees**

- a. Transfer from the Port General Account to the Dedicated Capital Reserve Fund

**Decision:** 2022-451

**Moved by:** S. Dillabough

**Seconded by:** J. Martelle

THAT Municipal Council direct the Treasurer to transfer \$585,646.46 from the Port General Account into the Dedicated Capital Reserve Fund (98-3819) prior to December 31, 2022 for upcoming Township capital projects.

Carried

**6. Question Period**

None.

**7. Confirmation By-law**

**Decision:** 2022-452

**Moved by:** J. Martelle  
**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 2022-85.

Carried

**8. Adjournment**

**Decision:** 2022-453

**Moved by:** W. Smail  
**Seconded by:** C. Ward

That Municipal Council does now adjourn at 8:29 p.m.

Carried

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Mayor

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Deputy Clerk

## ***Edwardsburgh Cardinal Public Library Board Meeting Minutes***

December 13th, 2022

**Present:** T. East, D. Robertson, A. Barratt, H. Cameron, T. Wilson, P. Kielstra

**Regrets:** J. Cameron, M. LaSalle,

**Staff:** M-A. Gaylord, D. Gladstone, H. Mayhew, A. De Visser, S. De Visser, P. Teirney

**Special Guests:** None.

### **1. Call to order**

The Chair called the meeting to order at 5:09 pm.

### **2. Disclosure of interest – None**

### **3. Additions to agenda**

Motion by Hugh Cameron to approve the agenda, seconded by Anne Barratt.  
CARRIED

### **4. Approval of minutes from previous meeting**

Motion by Anne Barratt to accept the November 22nd, 2022 minutes as presented, seconded by Dave Robertson. CARRIED

### **5. Business arising from minutes**

Christmas Hours have been advertised at both Branches and posted on social media and our website.

### **6. Correspondence –None**

### **7. Treasurer's report**

All bills paid have been given to Township for entry and from now until the end of the year, any bills paid will go to Township for entry into system. We are starting our draft budget and will present to the Board in January.

### **8. CEO/Supervisor report attached**

Chair Tim thanked Staff for all they do and expressed the Board's appreciation for their work. Staff is very much recognized for their service and appreciated for providing exceptional service to the community through the Library operations.

### **9. Report from Municipal Council - None**

**10. Policy Review –**

**HR-09 including;**

**Working Alone Procedures**

**Inclement Weather Procedures**

Motion by Tammy Wilson to approve HR-09 with the Working Alone procedure and the Inclement Weather Procedure document added, seconded by Paula Kielstra. CARRIED

**11. New business/Community Activities**

In appreciation the Board and staff will share dinner to gather and celebrate the work of the Board and staff following this meeting.

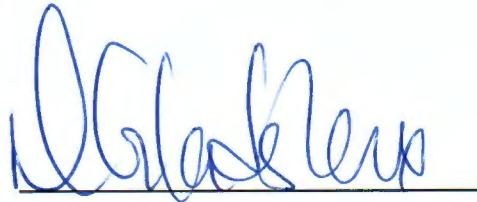
**12. Date of Next Meeting:** Tuesday January 24th, 2023 at 5pm in Cardinal

**13. Adjournment**

Moved by Anne Barratt, seconded Paula Kielstra that the meeting of the Library Board does now adjourn at 5:28 pm. CARRIED



Chair



Recording Secretary

# CEO REPORT

DECEMBER, 2022

Centennial Public School has started their visits as of November 29<sup>th</sup>. Their visits will be on Tuesday and Thursday.

At our Staff meeting on November 25<sup>th</sup> we planned our Christmas and Winter schedule as follows

## Upcoming Programs and events at the Library

- Baby and Tot Storytime will continue to March
- Lego Saturday will continue to March
- Christmas Colour Challenge – Decorate the Library available the week of November 28
- Christmas Craft – both branches – available the week of December 5<sup>th</sup>
- Christmas Storytime Monday evening Cardinal – Wednesday evening Spencerville three weeks leading to Christmas
- January 21<sup>st</sup> Pete the Cat Saturday – we will decorate and celebrate Pete the Cat
- Reading Help and Adult Drop in – Cardinal Branch TBD
- Working on TD Summer Reading Program and getting things ready – we will run a 6 week summer reading.



	November 2022 Stats			
	Cardinal	Spencerville	Total	YTD
Persons Entering	287	229	516	5258
WorkflowHolds	16	14	30	268
Email Inquires	2	1	3	57
Phone Inquires	12	15	27	520
In-person Inquires	11	13	24	154
ILL	7	3	10	151
PC Use	5	7	12	128
Wireless Use	3	2	5	36
Curbside Pick-up	1	4	5	210
Photocopying/Faxes	9	6	15	141
Programs	9	9	18	124
Program Attendance	41	28	69	717
Circulation	509	437	946	9997
Overdrive	150	119	269	591
Overdrive Users	6	7	13	202
New Users	5		5	36
New Library Cards	9	7	16	147

	November 2021 Stats		
	Cardinal	Spencerville	Total
Persons Entering	250	137	387
WorkflowHolds	16	28	44
Email Inquires	3	10	13
Phone Inquires	22	22	44
In-person Inquires	6	2	8
ILL	16	7	23
PC Use		1	1
Wireless Use	2	5	7
Curbside Pick-up	2	1	3
Photocopying/Faxes	14	11	25
Programs			0
Program Attendance			0
Circulation	613	349	962
Overdrive	290	177	467
Overdrive Users			24
New Users			2
New Library Cards	3	2	5

October 2022 Stats				
	Cardinal	Spencerville	Total	YTD
Persons Entering	307	250	557	4742
WorkflowHolds	16	11	27	238
Email Inquires	1	1	2	54
Phone Inquires	16	21	37	493
In-person Inquires	13	21	34	130
ILL	5	5	10	141
PC Use	5	4	9	116
Wireless Use	1	1	2	31
Curbside Pick-up	5	3	8	205
Photocopying/Faxes	5	2	7	126
Programs	12	8	20	106
Program Attendance	98	46	144	648
Circulation	472	411	883	9051
Overdrive	139	139	278	322
Overdrive Users			17	189
New Users			4	31
New Library Cards	8	10	18	131

October 2021 Stats			
	Cardinal	Spencerville	Total
Persons Entering	293	100	393
WorkflowHolds	11	18	29
Email Inquires		2	2
Phone Inquires	31	15	46
In-person Inquires	7	5	12
ILL	9	6	15
PC Use	2	2	4
Wireless Use	6	2	8
Curbside Pick-up	1	2	3
Photocopying/Faxes	5	0	5
Programs	2	2	4
Program Attendance	34	43	77
Circulation	598	337	935
Overdrive	309	201	510
Overdrive Users			28
New Users			2
New Library Cards	8	2	10



## Edwardsburgh Cardinal Public Library

Policy Type:	Human Resources	Policy Number:	HR - 09
Policy Title:	Health and Safety	Initial Policy Approval Date:	May 24, 2005
		Last Review/Revision Date:	May 22, 2018
		Year of next review:	2019

The library board and CEO are committed to the establishment of a healthy and safe workplace and to the integration of health and safety practices in all areas of the workplace. The underlying principle of the policy is the responsibility of all employees in maintaining a safe workplace which is best achieved through consultation and co-operation between management and employees.

### Section 1: Legislative Requirements

1. The **Occupational Health and Safety Act (OHSA)** requires those who have any degree of control over the workplace to ensure a safe and healthy work environment.
2. The requirements of the **OHSA** apply to every worker who is being paid, regardless of the location where the work is performed. If workers work at home and are being paid or are driving and being paid en route, they are covered under the Act.
3. If a paid worker suffers a critical injury, the **OHSA** requires that the employer immediately notify the Ministry of Labour Health & Safety Contact Centre and the workplace Health and Safety representative. The employer and the employee health and safety representative (see Section 4) must prepare a written report, and forward within 48 hours to a director of the Ministry of Labour. See Appendix A.
4. The **OHSA** sets out duties with respect to workplace safety, and materials and equipment in the workplace. Section 25(2) of the **Occupational Health and Safety Act** requires employers to prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy.
5. **Ontario Regulation 297/13 Occupational Health and Safety Awareness and Training** requires a worker to complete a basic occupational health and safety awareness training program

### Section 2: Rights of the Worker

1. A worker has the following rights:
  - a) to participate in the process of identifying and resolving workplace health and safety concerns
  - b) to know about potential hazards to which he or she may be exposed

- c) to refuse work that he or she believes is hazardous to either his or her own health and safety or that of another worker

## **Health and Safety (Continued)**

- d) all other rights indicated in the *Occupational Health and Safety Act*

### **Section 3: Responsibilities**

1. The *Ontario Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (*OHSA*) and its regulations impose a legal duty on employers and on supervisors for ensuring the well-being of workers under their supervision and to take reasonable measures to protect their safety.
2. The library board delegates authority to administer and direct health and safety to the CEO.
3. The CEO is responsible for:
  - a) ensuring adherence to the principles of this policy
  - b) ensuring compliance with all applicable health and safety legislation
  - c) ensuring training and procedures for effective health and safety program management, including adequate allocation of funds and resources
  - d) investigating all accidents involving personal injury and reporting incidents to proper authorities when required
  - e) addressing employees' safety concerns promptly
  - f) ensuring that health and safety infractions are addressed
4. Supervisors are responsible for :
  - a) making sure that work is done safely
  - b) ensuring employees are aware of hazards and how to protect themselves
  - c) maintaining an orderly and uncluttered work area
  - d) providing adequate training to employees in order to protect their health and safety
  - e) investigating in the presence of the employee health and safety representative, refusals to work or, in the event that he/she is not available, a fellow employee
5. Employees are responsible for:
  - a) knowing procedures to follow in the case of accidents or sudden illnesses
  - b) reporting any known hazards to their supervisors
  - c) reporting any accidents or injuries to their supervisors
  - d) understanding the hazards associated with any materials they used and all relevant safety information regarding their use
  - e) reporting any missing or defective equipment
  - f) maintaining an orderly and uncluttered work area
  - g) operating any equipment in a way that will not endanger any employee
  - h) knowing the location of the first aid kit
  - i) knowing the locations and use of the fire extinguishers as well as the location of emergency exits
  - j) participating in fire drills and other emergency evacuation procedure

### **Section 4: Health and Safety Representative**



1. The **OHSA** requires that a workplace with fewer than 20, but more than five employees, have a workplace Health and Safety Representative. In accordance with Section 8:

### **Health and Safety (Continued)**

- a) employees will appoint one health and safety representative from among the workers who does not exercise managerial functions and has powers as set out in Section 8(11) of the **OHSA**
  - b) the library board will pay the representative while carrying out his or her duties
2. The Health and Safety Representative will:
    - a) identify workplace hazards [section 8(10)]
    - b) inspect the workplace at least once a month [section 8(6)]
    - c) be consulted about workplace testing [section 8(11)]
    - d) make recommendations to the CEO [section 8(10)];
    - e) investigate work refusals [section 43(4)] and serious accidents [section 8(14)]
    - f) maintain a health and safety bulletin board which will include but not be limited to:
      - i. the most recent version of the Minister of Labour's poster, "**What You Should Know About The Ontario Employment Standards Act**",
      - ii. a copy of the **Occupational Health and Safety Act**
      - iii. copies of the following Edwardsburgh Cardinal Public Library policies: **HR-09 Health and Safety Policy**, **HR-08 Prevention of Workplace Violence Policy**, and **HR-07 Human Rights – Discrimination and Harassment**
      - iv. The Workplace Safety and Insurance Board's poster entitled "**In Case of Injury--1234**"
    - g) be trained in basic first aid by an accredited agency
    - h) maintain the first aid box which meets the requirements of the **Workplace Safety and Insurance Act Regulation 1101** See Appendix B

### **Section 5: Emergency Response Information for Employees with Disabilities**

1. In accordance with **Ontario Regulation 191/11 Integrated Accessibility Standards** the library will provide individualized workplace emergency response information for an employee who has a disability, if the disability is such that the information is necessary and the library is aware of the need for accommodation due to the employee's disability.
2. With the employee's consent the workplace emergency response information shall be provided to the person designated to provide assistance.
3. The individualized workplace emergency response information shall be reviewed when:
  - a. the employee moves to a different work location,
  - b. the employee's overall accommodation needs are reviewed and
  - c. the emergency response procedures are reviewed

### **Section 6: Working Alone**

1. Working alone describes a situation where a person is the only employee in the library, or where the employee does not have direct contact with a co-worker.
2. The library board directs the CEO to develop a plan for working alone. The plan identifies the occupational hazards, procedures for personal safety, special training, and emergency assistance in the event of an incident when working alone. In addition:

- a) all employees will be made aware of potential risks and will be trained on procedures when working alone
- b) employees will not work alone in the library without the prior consent of the CEO

## **Health and Safety (Continued)**

### **Related Documents:**

Edwardsburgh Cardinal Public Library. ***HR 07 – Human Rights- Discrimination and Harassment***  
Edwardsburgh Cardinal Public Library. ***HR 08 - Prevention of Workplace Violence***  
***Occupational Health and Safety Act***, R.S.O., 1990, c. O.1, Last amendment: 2007  
***Ontario Regulation 191/11 Integrated Accessibilities Standards*** s. 27  
***Ontario Regulation 297/13 Occupational Health and Safety Awareness and Training***

## Appendix A

### Ministry of Labour Health and Safety Contact Centre for Critical Injury

Contact: 1-877-202-0008

A critical injury:

- places life in jeopardy
- produces unconsciousness
- results in a substantial loss of blood
- involves the fracture of an arm or leg (but not a finger or toe)
- results in the amputation of an arm, leg, hand or foot (but not a finger or toe)
- involves burns to a major portion of the body, or
- causes the loss of sight in an eye

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## Appendix B

### Workplace Safety and Insurance Act Regulation 1101

1. Every employer employing more than five workers and not more than fifteen workers in any one shift at a place of employment shall provide and maintain a first aid station with a first aid box containing as a minimum,
  - a) a current edition of a standard St. John Ambulance First Aid Manual;
  - b) 1 card of safety pins; and
  - c) dressings consisting of,
    - i. 24 adhesive dressings individually wrapped,
    - ii. 12 sterile gauze pads, 3 inches square,
    - iii. 4 rolls of 2-inch gauze bandage,
    - iv. 4 rolls of 4-inch gauze bandage,
    - v. 4 sterile surgical pads suitable for pressure dressings, individually wrapped,
    - vi. 6 triangular bandages,
    - vii. 2 rolls of splint padding, and
    - viii. 1 roll-up splint. R.R.O. 1990, Reg. 1101, s. 9 (1).

2. The employer shall ensure that the first aid station is at all times in the charge of a worker who,
  - a) is the holder of a valid St. John Ambulance Standard First Aid Certificate or its equivalent; and
  - b) works in the immediate vicinity of the box. R.R.O. 1990, Reg. 1101, s. 9 (2).



## **Inclement Weather and Unscheduled Closures Policy**

### Objective and Guidelines

The purpose of this plan is to outline roles and responsibilities in situations where the Edwardsburgh Cardinal Public Library temporarily suspends or curtails operations due to an emergency situation, such as inclement weather. It may also include cases in which the Library remains in operation but some staff may experience difficulty reporting to work due to inclement weather or other emergency conditions.

The Library has a responsibility for maintaining services and therefore the application of this policy must consider both the operational obligations and requirements of the Library as well as the safety of Library staff and patrons. The Library will make every effort to maintain services despite inclement weather or other circumstances that could disrupt the normal operations of the Library.

The determination to close one or both branches of the Edwardsburgh Cardinal Public Library shall be made by the CEO or designate, except where evacuation is essential for staff and public safety or by order of police, fire officials or Township of Edwardsburgh Cardinal Manager of Parks, Recreation & Facilities

### Conditions Warranting Closure

#### a) Non-emergency closures:

- failure of heating/cooling equipment during periods of extreme weather
- lack of electrical power
- lack of computer connectivity available at staff service points for an extended period of time
- inadequate staffing levels.

#### b) Non-openings, delayed openings or early closures:

- lack of electrical power
- severe, inclement weather.

In cases of inclement weather the decision to close will be based upon:

- general conditions of roads
- availability of staff to open and operate the Library
- requests for closure by local emergency or provincial agencies
- Severe Weather Warning as issued by Environment Canada.

## Scheduling

- a) If the Library closes prior to the scheduled closing time, all employees already present at work shall be paid for the remainder of their shift.
- b) If the Library is not to be opened to the public at all, every effort shall be made to make this determination at least two hours before the scheduled opening time and to alert all scheduled staff.
- c) Employees instructed by the CEO or Library management, not to report for their scheduled shift or to leave work due to an emergency, will be compensated at their normal hourly rate for the balance of their shift.
- d) Employees who are able to work from home, and are unable to report in person for a shift or partial shift, are expected to carry out online work if available to them.
- e) If a closure continues beyond one day, staff shall be responsible for remotely accessing their work email accounts or the Library website each day for instructions as to whether the Library is open or closed.
- f) Compensation for missed time for extended closures may be referred to the Library Board.

In some cases, such as temporary power outages, the Library may be evacuated and closed temporarily to the public, however staff will be required to stay on site for up to two (2) hours until the situation is resolved or more information is available regarding the timeline of an expected resolution. If the outage is expected to continue past 3:00 PM, or if no information is available regarding an expected return of service as of 3:30 PM, the affected Library branches will be closed for the remaining regular hours of operation. In addition to the immediate evacuation of patrons, failure of electricity for more than 30 minutes in the evening will also prompt closure of the impacted branches.

## Staff Responsibilities

During periods of inclement weather, employees are expected to make every reasonable effort to report for work as scheduled. It is recognized, however, that inclement weather may cause significant transportation problems or locally hazardous conditions.

Employees are expected to give first consideration to their personal safety in evaluating their ability to commute to work. In such cases, the following protocol shall be observed:

- a) An employee may decide not to come to work or leave early at such time as information is broadcast that:



- a public road is closed by the police (due to weather) that is a main arterial route to the facility from that employee's residence
  - a major storm is imminent.
- b) In the situations outlined above the employee is expected to make an attempt to find a substitute to work their shift. If staff cannot find a replacement, they must call the Branch Supervisor or CEO. The employee will not be compensated in this situation.
- c) If school buses are not operating children's programming will be cancelled and program staff are responsible to let participants know of the cancellation.

#### Communication of Closure

- a) In cases where Library closure is determined prior to regular hours of operation, the CEO or designate will initiate communication of the closure to Library staff via email or phone.
- b) Public notice of the closure will also be posted on the Library's website and Facebook page.
- c) Employees who are scheduled to work and need to determine the Library's operational status in an emergency are encouraged to consult the above noted information sources to receive instructions concerning their work assignment and status. In the absence of any communication by phone or on the Library's website or via email, normal operations are presumed.
- d) In cases where the Library closes after some period of operation, in addition to the above, signage will be posted on the door and a message will be posted on social media and the website. Staff will inform the visiting public of the closure and ensure that they exit the Library safely and have time to arrange for transportation if necessary. Efforts will be made to inform any impacted program registrants or volunteers if possible.

## **Working Alone Policy**

Working alone describes a situation where a person is the only employee in the library, or where the employee does not have direct contact with a co-worker.

It is the preference of the CEO to have at least two employees in a building during open hours. It is acknowledged that this may not always be possible due to funding, scheduling conflicts and sick leave/time off.

- a) employees shall not work alone in the library without the prior consent of the CEO;
- b) employees shall not work alone without access to a panic button;
- c) no student or volunteer shall be allowed to work alone in the building;

It is the responsibility of the individual employee to ensure they understand the procedures in place when working alone to ensure their safety and security.

This includes:

- a) understanding how to use security panel
- b) familiarity with the use of the panic button and
- c) knowledge of the proper procedures for closing and exiting the building at closing.

Certain tasks should not be done when we are alone:

- a) moving shelving
- b) moving/ lifting heavy materials,
- c) working downstairs.

During the hours that we are open to the public, but are alone:

- a) stay where one can see/hear the entrance
- b) be sure that only the front door is unlocked
- c) make eye contact with and greet each person who comes into the building
- d) do not allow anyone behind the counter

After or before regular open hours:

- a) lock the front door behind you when you enter
- b) notify someone at home or a friend that you would be in the library alone
- c) park in a well-lit area

Call the OPP if you have any doubts; don't be concerned about appearing foolish/cowardly.

Money: All counting of money is done behind locked doors. Please do not keep large sums of cash in the building.

**MINUTES  
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE  
MUNICIPAL OFFICE – SPENCERVILLE  
WEDNESDAY, DECEMBER 19, 2022  
6:30 PM**

Present: Mayor Tory Deschamps, Chair  
Deputy Mayor Stephen Dillabough  
Councillor Joseph Martelle  
Councillor Waddy Smail  
Councillor Chris Ward

Staff: Dave Grant, CAO  
Sean Nicholson, Treasurer  
Robert Dalley, General Manager  
Kevin Saunders, Operations Manager  
Mike Moulton, Operations Manager  
Rhonda Code, Office Manager  
Candise Newcombe, Deputy Clerk

1. Call to Order

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

2. Approval of Agenda

**Moved by:** J. Martelle

**Seconded by:** C. Ward

That Committee approves the agenda as presented.

Carried

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

4. Delegations & Presentations – None

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting – November 23, 2022

**Moved by:** W. Smail

**Seconded by:** C. Ward

That Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated November 23, 2022.

Carried

6. Business Arising from Previous PMC Minutes - None

7. Discussion Items – None

8. Action/Information Items

a) Operation Manager's Report – Capital Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, grain received/shipped, additional rail cars ordered according to customer supplied schedule, maintenance and electrical work completed, an overview of capital project progress and electrical savings from 2020 to present.

Committee inquired about projects anticipated to be completed in 2022, work in progress (WIP) projects, anticipated budgetary carry-overs into 2023 and discussed outstanding work required for projects still in progress.

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: collective bargaining progress, clarification of the receivables/payables, tentative agreement for lease of the Port warehouse property, Port 2022 surplus, continuation of steel pipe import project, issuance and withdraw of purchase order (PO) for Port warehouse windows, clarified current Port investment status, depreciation/amortization of assets, salt storage and staff shortages.

Committee reviewed the traffic report.

**Moved by:** J. Martelle

**Seconded by:** C. Ward

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

c) 2022 Port Grain Services Surplus

Committee reviewed the report and discussed mutual benefits to the Township/Port of Johnstown, intention of the proposed recommendation, average annual excess inventory, financial impacts of the transfer, past and future inventory schedule, and shrinkage calculation. There was consensus of Committee to have a future surplus sharing discussion at the January Port Management meeting.

**Moved by:** S. Dillabough

**Seconded by:** W. Smail

That the Port Management Committee recommends that Municipal Council direct the treasurer to transfer \$585,646.46 from the Port General Account into the Dedicated Capital Reserve Fund (98-3819) prior to December 31, 2022 for upcoming Township capital projects.

Carried

9. Approval of Disbursements – Port Accounts

**Moved by:** S. Dillabough

**Seconded by:** C. Ward

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

Withdrawals Total:	\$373,860.19
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Batch 20	VOIDED
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Batch 21	\$500.00
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Batch 22	\$325,519.08
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Total:	\$326,019.08
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Total of Direct Withdrawals & Batch Listings:	<b>\$699,879.27</b>
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Carried

10. Councillor Inquiries/Notices of Motion - None

11. Chair's Report - None

12. Question Period – The Port GM requested that the Port Management Committee meeting scheduled for January 18 be moved to January 25 to allow additional preparation time.

13. Closed Session – None

14. Adjournment

**Moved by:** W. Smail

**Seconded by:** C. Ward

That the Committee meeting adjourns at 8:14 p.m.

Carried

These minutes were approved by Port Management Committee this 25 day of January, 2023.

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Chair

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Deputy Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**ADMINISTRATION & OPERATIONS**

**Monday, January 9, 2023, 6:30 PM**  
**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

PRESENT: Deputy Mayor Stephen Dillabough  
Councillor Joe Martelle  
Councillor Waddy Smail  
Councillor Chris Ward

REGRETS: Mayor Tory Deschamps

STAFF: Dave Grant, CAO  
Rebecca Williams, Clerk  
Sean Nicholson, Treasurer  
Gord Shaw, Director of Operations  
Eric Wemerman, Chief Water/Sewer Operator  
Chris LeBlanc, Manager of Public Works  
Candise Newcombe, Deputy Clerk  
Wendy Van Keulen, Community Development Coordinator

**1. Call to Order – Chair, Mayor Deschamps**

Deputy Mayor Dillabough called the meeting to order at 6:30 pm and noted that Mayor Deschamps sends his regrets.

**2. Approval of Agenda**

**Moved by:** J. Martelle

**Seconded by:** C. Ward

That the agenda be approved as presented.

Carried

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

None.

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

None.

## 5. Delegations and Presentations

- a. Dave Malcomson - Application for Zoning Bylaw Amendment - 3609 County Rd 21

Mr. Malcomson provided a handout to the Committee depicting a chronological history of events while establishing the sawmill, noting the various building permit applications and outlining their varying purposes, highlighting one building for which he admittedly noted he did not obtain a permit.

Mr. Malcomson highlighted the revision to his application for a zoning amendment to permit up to 8% or 1ha of land to be used for the sawmill, as an on-farm diversified use. The requirement of the additional land use was noted to be intended for additional lumber storage due to 1/2 load road restrictions on Township roads in the spring. Noise, mulch storage and emissions issues raised by the Ministry of Environment, Conservations and Parks were noted to have been dealt with by the sawmill to date, with Mr. Malcomson highlighting an additional cost to the sawmill to procure a mulch burner to rectify the mulch storage issue.

Mr. Clarke from Zanderplan noted that the revision to the zoning amendment request is solely for additional product storage, highlighting that the revised request does not result in additional loss of agricultural land. Mr. Clarke expressed a willingness to work with the Township at the site plan control stage to ensure negative impacts on the agricultural lands are minimized.

Committee thanked Mr. Malcomson and Mr. Clarke for the presentation.

## 6. Discussion Items

- a. Deputy Mayor Dillabough - Weekly Public Feedback Meetings

Committee was provided an overview of the "Doors are open" concept to receive ideas and feedback from citizens. It was noted that concerns, requests for service and complaints can be submitted directly to the Township through the website's "report a concern" page.

**Moved by:** C. Ward

**Seconded by:** W. Smail

That Committee recommends that Council:

1. Supports the proposed weekly public "Doors are Open" meetings organized by the Deputy Mayor and Ward Councillors; and
2. That the meetings will be held on Fridays, with a rotation schedule of Ward 3, 2, 1 within designated municipal facilities; and

3. That the meetings will run for a 6 month trial period, beginning on February 10 and ending on August 11, unless otherwise extended by resolution of Council; and
4. That the meetings will be advertised on the Township website calendar and social media accounts.

Carried

## 7. Action/Information Items

- a. Subdivision Plan 1069 Final Acceptance and Release of Securities - Glock Subdivision

Committee confirmed that Greer Galloway, acting on behalf of the Township, performed an on-site visit to ensure all drainage works requirements of the subdivision agreement have been met.

**Moved by:** W. Smail

**Seconded by:** C. Ward

That Committee recommend that Council approve the release of Lot 4 of Plan 1069 as security and direct staff to have legal transfer the Deed to Lot 4 back to 2057700 Ontario Inc once payment for the engineering review has been received by the Township.

Carried

- b. Application for Zoning Bylaw Amendment - 3609 County Rd 21 - Zanderplan Inc. o/b of Malcomson

Committee briefly discussed allowing the sawmill to be permitted as on-farm diversified use with operations limited to 7.7% of the total lot area while restricting the floor area of the building and structures to 1400m<sup>2</sup>, highlighting the reduction of trucking issues on Township roads and resolving the sawmill's issue of limited storage space.

Members inquired on the following areas: if the intention to operate a commercial sawmill was disclosed in the application for building permits, alternate zoning amendments for continued use and the consequences of Committee and Council denying the re-zoning application. It was noted that the intention of future commercial operations was not clearly stated in the building permit applications for the first three buildings. The Township's understanding was that the buildings would be used for vehicle storage and a workshop for storage for a woodworking hobby. It became clear when the fourth application was made that the intended use was for an industrial operation and a permit was not issued. Should Committee decide not to approve the proposed motion of 7.7%, the Novatech recommendation to limit the sawmill operation to 4% of the total



lot area or denial of the application was noted as alternate options. It was highlighted that should Committee deny the application outright, the sawmill operation would have the alternative of scaling back operations to 2% of the total lot area or be in conflict with the Township's Zoning Bylaw ultimately forcing the closure of the sawmill operation.

**Moved by:** C. Ward

**Seconded by:** W. Smail

That Committee recommend that Council amend Zoning Bylaw 2022-37 to include an Agriculture – Special Exception zone for the property at 3609 County Road 21, in order to permit a sawmill as an on-farm diversified use, limit the floor area for all related buildings and structures to 1400m<sup>2</sup> and limit the sawmill operation to 7.7% of the total lot area.

Carried

- c. Application for Zoning Bylaw Amendment - 3485 Glen Smail Rd - iN Engineering + Surveying o/b HFI Pyrotechnics

Discussion was held regarding the holding zone, the release of the holding zone and intended use of the proposed building.

It was noted that the release of sections of land from the holding zone would be based on the applicants' development plans and details regarding the intended use of the building would be noted within the application to remove the holding zone and at the site plan control stage.

**Moved by:** C. Ward

**Seconded by:** J. Martelle

That Committee recommend that Council amend Zoning Bylaw 2022-37 to include a Rural Industrial – Special Exception holding zone for the 123ha of land at 3485 Glen Smail Road, to limit the permitted uses on the site to a business engaged in the manufacturing and testing of pyrotechnic products subject to a holding zone provision.

Carried

- d. 2022 Municipal Election Accessibility Report

Committee was provided with an overview of the 2022 Municipal Election including voter participation, voter list maintenance, voting method statistics and ensuring accessibility of the voting locations and methods offered.

- e. Updates to Meeting Recording Policy

The importance of ensuring that all Committees of Council, Port Management and Public Meetings are recorded and published on the

Township's YouTube channel to reaffirm Council's objective of increased transparency and openness with the public.

**Moved by:** J. Martelle

**Seconded by:** W. Smail

That Committee recommends that Council adopt the proposed updated meeting recording policy, as attached.

Carried

f. 2022 Cardinal and Industrial Park Water System Annual Reports

Committee was provided with a summary of the reports.

**Moved by:** W. Smail

**Seconded by:** C. Ward

That Committee recommends that Council:

1. Receive and review the 2022 Annual Water Reports for the CWS and EDS; and
2. Direct staff to post the Annual Water Reports to Township website; and
3. Direct staff to notify users via social media and newspaper of report availability.

Carried

**8. Councillor Inquiries/Notices of Motion**

Members commended the Township Public Works department for their diligent response to the inclement weather on December 23-25, 2022, noting the optimal care given to both the Township roads and sidewalks.

**9. Mayor's Report**

None.

**10. Question Period**

None.

**11. Closed Session**

None.

**12. Adjournment**

**Moved by:** W. Smail

**Seconded by:** C. Ward

That Committee does now adjourn at 7:33 pm.

Carried

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Chair

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Deputy Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**ADMINISTRATION & OPERATIONS**

**Monday, January 16, 2023, 6:30 PM**  
**Corporation of The Township of Edwardsburgh Cardinal**  
**Council Chambers, Spencerville Ontario**

PRESENT: Mayor Tory Deschamps  
Deputy Mayor Stephen Dillabough  
Councillor Joe Martelle  
Councillor Waddy Smail  
Councillor Chris Ward

STAFF: Dave Grant, CAO  
Rebecca Williams, Clerk  
Sean Nicholson, Treasurer  
Gord Shaw, Director of Operations  
Brian Moore, Fire Chief  
Eric Wemerman, Chief Water/Sewer Operator  
Candise Newcombe, Deputy Clerk

**1. Call to Order – Chair, Mayor Deschamps**

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

**2. Approval of Agenda**

**Moved by:** J. Martelle

**Seconded by:** C. Ward

That the agenda be approved as presented.

Carried

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

None.

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

None.

**5. Delegations and Presentations**

a. 2023 Pre-Budget Presentation - Treasurer

The Treasurer spoke to the 2023 pre-budget PowerPoint Presentation. A copy of the presentation is held on file.

Discussion was held regarding differences in tax classes and distribution, tax rate versus tax levy, cost of living increases and projected growth. The Township finances were noted to be in good condition, however, a capital funding gap was highlighted. A capital infrastructure levy was proposed, reserve balances and uses were reviewed, the life cycle and amortization of capital assets were clarified and a subsequent budget meeting date of February 2 was noted. Committee discussed the purpose and uses to date of the modernization funding and noted a reasonable expectation of the Township to be in a deficit position for 2022 due to volatile market prices.

## **6. Discussion Items**

### **a. 2023 Pre-Budget Presentation and 2023 Draft Capital Budget**

Committee discussed the 2021 Financial Indicator Review (FIR) and noted that the annual capital spend should be 1.5 times asset depreciation. Discussion was held regarding the Township's net debt, reserve balances, 2023 Capital projects, Township renovations proposed funding sources, new transfer station site clearing and reviewed the 2023 capital budget funding analysis, providing background on each project as well as potential funding sources.

It was noted that early in the budget process is the ideal time should members wish to suggest additional capital projects for consideration.

There was discussion regarding adding the Cardinal tennis courts to the capital budget for consideration, increased project cost estimates, and the requirement of a parking lot should a dog park be constructed in the area due to already limited parking at the Cardinal Ingreion Arena and surrounding area. It was noted that fencing and paving would be tendered with the remaining portion of the project to be completed by the Township in an attempt to reduce costs.

Committee discussed the timing for payment and delivery of the T5 tandem truck, long-term budget planning for assets, the combined Totem Ranch Road project with North Grenville, proposed 5-year capital and operational budgets and the addition of road resurfacing projects to the capital budget for consideration based on the roads management plan.

Continued service of the River Route public transit and the Tri-Council physician recruitment initiative were highlighted as future items for discussion.

## **7. Action/Information Items**

None.

**8. Councillor Inquiries/Notices of Motion**

Councillor Ward announced his intent to submit his candidacy to sit on the Board of Directors for ROMA as the Zone 7 representative.

**9. Mayor's Report**

Mayor Deschamps reported the following:

- Noted an informal Code of Conduct complaint was filed against the Mayor and subsequently resolved through the informal process. He cautioned all members of Council to be aware of their word selection/sanctions and viewed this as a learning experience.

**10. Question Period**

None.

**11. Closed Session**

None.

**12. Adjournment**

**Moved by:** C. Ward

**Seconded by:** S. Dillabough

That Committee does now adjourn at 8:59 pm.

Carried

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Chair

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Deputy Clerk

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council:

1. Supports the proposed weekly "Doors are Open" meetings organized by the Deputy Mayor and Ward Councillors; and
2. That the meetings will be held on Fridays, with a rotating schedule of Ward 3, 2, 1 within designated municipal facilities; and
3. That the meetings will run for a 6-month trial period, beginning on February 10 and ending on August 11, unless otherwise extended by resolution of Council; and
4. That the meetings will be advertised on the Township website, calendar and social media accounts.

As recommended by the Committee of the Whole – Administration and Operations.

☐ Carried    ☐ Defeated    ☐ Unanimous

Mayor: \_\_\_\_\_

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council approve the release of Lot 4 of Plan 1069 as security and direct staff to have legal transfer the Deed to Lot 4 back to 2057700 Ontario Inc. once payment for the engineering review has been received by the Township, as recommended by the Committee of the Whole – Administration and Operations.

☐ Carried    ☐ Defeated    ☐ Unanimous

Mayor: \_\_\_\_\_

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		



# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council:

1. Receive and review the 2022 Annual Water Reports for the CWS and EDS; and
2. Direct staff to post the Annual Water Reports to Township website; and
3. Direct staff to notify users of the systems via social media and newspaper of report availability.

As recommended by the Committee of the Whole – Administration and Operations.

☐ Carried    ☐ Defeated    ☐ Unanimous

Mayor: \_\_\_\_\_

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		



## OPTIONAL ANNUAL REPORT TEMPLATE

Drinking-Water System Number:	220003582
Drinking-Water System Name:	Cardinal Water System
Drinking-Water System Owner:	Township of Edwardsburgh Cardinal
Drinking-Water System Category:	Large Municipal, Residential
Period being reported:	January 1, 2022 to December 31, 2022

<p><b><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></b></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [ ] No [ X ]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [ X ] No [ ]</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Cardinal Water Control Pollution Plant  4000 John St  Cardinal, Ontario  K0E 1E0 </div>	<p><b><u>Complete for all other Categories.</u></b></p> <p>Number of Designated Facilities served: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div></p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [ ] No [ ]</p> <p>Number of Interested Authorities you report to: <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div></p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [ ] No [ ]</p>
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Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

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

Drinking Water System Name	Drinking Water System Number
N/A	N/A

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?  
Yes [ ] No [ ]



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

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

- ☒ Public access/notice via the web
- ☐ Public access/notice via Government Office
- ☒ Public access/notice via a newspaper
- ☐ Public access/notice via Public Request
- ☐ Public access/notice via a Public Library
- ☐ Public access/notice via other method \_\_\_\_\_

## Describe your Drinking-Water System

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

List all water treatment chemicals used over this reporting period:

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

Were any significant expenses incurred to?

- ☒ Install required equipment
- ☒ Repair required equipment
- ☒ Replace required equipment

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

Annual inspection of chlorine injection ring and raw intake structure. (\$1925)  
Semi-annual servicing of Trojan UV Swift 12. (\$4147)  
Semi-annual servicing of backup generator. (\$1642.50)  
Annual backflow testing. (\$745.80)  
Annual servicing and calibration of lab equipment/portable chlorine analyzers. (\$5250)  
Semi-annual servicing of SCADA systems. (\$9634.03)  
Annual servicing of fire alarm system. (\$335.81)  
Installed a new Golden Anderson Pump Director. (\$19791.05)  
Remote CCTV inspection of the Cardinal Water Tower. (\$5450)  
Replaced Filter 1B turbidity analyzer (\$6576.60)  
Replaced media, keystone valve positioners in filter 1A. (\$9861.15)  
Purchased Honeywell water meter communication and programming system. (\$7961.29)  
Replaced the Dundas Street sample station. (\$2040.67)

Installed a back up DCS Falcon Security alarm communicator. **(\$385)**  
 Repaired backflow preventer at the Cardinal Water Plant. **(\$898.35)**  
 Replaced Clearwell Greyline Level Transmitter and sensor. **(\$1715)**  
 Replaced Siemens power supply unit in UV # 1. **(\$448)**  
 Repaired water main break on Meadowlands Drive. **(\$3806.21)**  
 Replaced pH probe on post chlorine analyzer. **(\$568.57)**  
 Purchased and installed a new post chlorine analyzer. **(\$7792)**  
 Replaced section of low lift stainless steel pipework. **(\$5627.49)**  
 Replaced PAC injectors. **(\$375)**  
 Replaced overload relays and switches in sump pump panel. **(\$1186.95)**  
 Replaced post chlorine injector. **(\$766.41)**  
 Replaced Flygt sump pump **(\$9,243.68)**  
 Replaced Filter 2B ABB Sensor **(\$ 4961.83)**  
 Repaired filter 1B pipework **(\$2172.65)**  
 Replaced UPS Battery Backup for SCADA System. **(\$447.64)**  
 WaterTrax License renewal **(\$3941.54)**  
 County Road 2 Water main rehabilitation engineering services **(\$64,741.59)**  
 Repaired water main on Meadowlands Drive and County Road 2 **(\$10,000)**  
 Replaced pH probe in clearwell chlorine analyzer **(\$568.57)**

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

<b>Incident Date</b>	<b>Parameter</b>	<b>Result</b>	<b>Unit of Measure</b>	<b>Corrective Action</b>	<b>Corrective Action Date</b>
June 28, 2022	Lead (Walter St Sample Station)	0.257	ug/L	Reported to Leeds & Grenville Health Unit, SAC and MECP. Re-sampled.	June 30, 2022
July 13, 2022	Sodium (Cardinal Water Treatment Plant)	20.3	mg/l	Reported to Leeds & Grenville Health Unit, SAC and MECP. Re-sampled	July 14, 2022
Dec 22, 2022	Notice of Improper Disinfection (water main break)	N/A	N/A	Reported to Leeds & Grenville Health Unit, SAC and MECP. Collected microbiological sample.	December 24, 2022

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

	Number of Samples	Range of E.Coli Or Fecal Results (min )-(max)	Range of Total Coliform Results (min )-(max)	Number of HPC Samples	Range of HPC Results (min )-(max)
<b>Raw</b>	52	0 - 6	0 - 146	N/A	N/A
<b>Treated</b>	52	0 - 0	0 - 0	52	<1 - 16
<b>Distribution</b>	158	0 - 0	0 - 0	156	< 2 - 16

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

Parameter	Number of Grab Samples	Range of Results (min #)-(max #)
<b>Potable Turbidity</b>		
Continuous	8760	0.081-0.136
Grab	365	0.05-0.34
<b>Filter 1A Turbidity</b>		
Continuous	8760	0.010-0.130
Grab	729	0.02-0.20
<b>Filter 1B Turbidity</b>		
Continuous	8760	0.010-0.270
Grab	711	0.02-0.20
<b>Filter 2A Turbidity</b>		
Continuous	8760	0.020-0.420
Grab	728	0.04-0.19
<b>Filter 2B Turbidity</b>		
Continuous	8760	0.004-0.180
Grab	728	0.05-0.22
<b>Chlorine (Primary)</b>		
Continuous	8760	0.57-5.00
Grab	365	0.40-1.8
<b>Chlorine(Point of Entry)</b>		
Continuous	8760	1.46-4.90
Grab	730	1.7-3.2
<b>Chlorine(Distribution)</b>		
Grab: Free:	845	0.46-2.4
Total:	729	0.75 -2.6
UV Disinfection	8760	46.46 - 77.49
Fluoride	N/A	N/A

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

**NOTE:** Units of measures include:  
Chlorine – mg/L



Turbidity – NTU  
UV – mj/cm<sup>2</sup>

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

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

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

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
<b>Antimony</b>	October 14, 2022	0.0001	mg/L	No
<b>Arsenic</b>	October 14, 2022	0.0006	mg/L	No
<b>Barium</b>	October 7, 2022	0.020	mg/L	No
<b>Boron</b>	October 7, 2022	0.020	mg/L	No
<b>Cadmium</b>	October 14, 2022	<0.000010	mg/L	No
<b>Chromium</b>	October 7, 2022	< 0.002	mg/L	No
<b>*Lead</b>	January 5, 2022	<0.00002	mg/L	No
<b>Mercury</b>	October 14, 2022	<0.00002	mg/L	No
<b>Selenium</b>	October 14, 2022	<0.001	mg/L	No
<b>Sodium</b>	Feb 7, 2022	18.6	mg/L	No
	June 6, 2022	17.9	mg/L	No
	July 4, 2022	20.3	mg/L	Yes
	July 13, 2022	19.6	mg/L	No
	Nov 7, 2022	17.2	mg/L	No
<b>Uranium</b>	October 14, 2022	0.00024	mg/L	No
<b>Fluoride</b>	Dec 5, 2022	<0.1	mg/L	No
<b>Nitrite</b>	Dec 5, 2022	0.1	mg/L	No
<b>Nitrate</b>	Dec 5, 2022	0.2	mg/L	No

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

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

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

Location Type	Number of Samples	Range of Lead Results (mg/L) (min) – (max)	Number of Exceedances
<b>Plumbing</b>	N/A	N/A	N/A
<b>Distribution</b>	5	0.00007-0.257	1





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

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
<b>Alachlor</b>	Oct 12, 2022	< 0.3	ug/L	No
<b>Atrazine + N-dealkylated metabolites</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>Azinphos-methyl</b>	Oct 12, 2022	< 1	ug/L	No
<b>Benzene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>Benzo(a)pyrene</b>	Oct 12, 2022	< 0.006	ug/L	No
<b>Bromoxynil</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>Carbaryl</b>	Oct 12, 2022	< 3	ug/L	No
<b>Carbofuran</b>	Oct 12, 2022	< 1	ug/L	No
<b>Carbon Tetrachloride</b>	Oct 7, 2022	< 0.2	ug/L	No
<b>Chlorpyrifos</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>Diazinon</b>	Oct 12, 2022	< 1	ug/L	No
<b>Dicamba</b>	Oct 20, 2022	< 1	ug/L	No
<b>1,2-Dichlorobenzene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>1,4-Dichlorobenzene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>1,2-Dichloroethane</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>1,1-Dichloroethylene (vinylidene chloride)</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>Dichloromethane</b>	Oct 7, 2022	< 5	ug/L	No
<b>2,4-Dichlorophenol</b>	Oct 12, 2022	< 0.2	ug/L	No
<b>2,4-Dichlorophenoxy acetic acid (2,4-D)</b>	Oct 20, 2022	< 1	ug/L	No
<b>Diclofop-methyl</b>	Oct 12, 2022	< 0.9	ug/L	No
<b>Dimethoate</b>	Oct 12, 2022	< 1	ug/L	No
<b>Diquat</b>	Oct 7, 2022	< 5	ug/L	No
<b>Diuron</b>	Oct 12, 2022	< 5	ug/L	No
<b>Glyphosate</b>	Oct 7, 2022	< 25	ug/L	No
<b>Malathion</b>	Oct 12, 2022	< 5	ug/L	No
<b>MCPA</b>	Oct 17, 2022	< 10	Ug/L	No
<b>Metolachlor</b>	Oct 12, 2022	< 3	ug/L	No
<b>Metribuzin</b>	Oct 12, 2022	< 3	ug/L	No
<b>Monochlorobenzene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>Paraquat</b>	Oct 7, 2022	< 1	ug/L	No
<b>Pentachlorophenol</b>	Oct 12, 2022	< 0.2	ug/L	No
<b>Phorate</b>	Oct 12, 2022	< 0.3	ug/L	No
<b>Picloram</b>	Oct 20, 2022	< 5	ug/L	No
<b>Polychlorinated Biphenyls(PCB)</b>	Oct 11, 2022	< 0.05	ug/L	No
<b>Prometryne</b>	Oct 12, 2022	< 0.1	ug/L	No
<b>Simazine</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>THM (Running Annual average)</b>	2022	59.5	ug/L	No



<b>HAA</b> (Running annual average)	2022	37.0	ug/L	No
<b>Terbufos</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>Tetrachloroethylene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>2,3,4,6-Tetrachlorophenol</b>	Oct 12, 2022	< 0.2	ug/L	No
<b>Triallate</b>	Oct 12, 2022	< 10	ug/L	No
<b>Trichloroethylene</b>	Oct 7, 2022	< 0.5	ug/L	No
<b>2,4,6-Trichlorophenol</b>	Oct 12, 2022	< 0.2	ug/L	No
<b>Trifluralin</b>	Oct 12, 2022	< 0.5	ug/L	No
<b>Vinyl Chloride</b>	Oct 7, 2022	< 0.2	ug/L	No

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

Parameter	Result Value	Unit of Measure	Date of Sample
<b>THM</b>	<b>59.5</b>	<b>ug/L</b>	<b>Running Annual Ave.</b>





**OPTIONAL ANNUAL REPORT TEMPLATE**

Drinking-Water System Number:	260005112
Drinking-Water System Name:	Edwardsburgh Industrial Park Distribution System
Drinking-Water System Owner:	Township of Edwardsburgh Cardinal
Drinking-Water System Category:	Small Municipal Residential
Period being reported:	January 1, 2022 to December 31, 2022

**Complete if your Category is Large  
Municipal Residential or Small  
Municipal Residential**

Does your Drinking-Water System serve more than 10,000 people?

Yes [ ] No [ X ]

Is your annual report available to the public at no charge on a web site on the Internet?

Yes [ X ] No [ ]

Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

Cardinal Wastewater Treatment Plant  
4000 John St  
Cardinal, Ontario  
K0E 1E0

**Complete for all other Categories.**

Number of Designated Facilities served:

Did you provide a copy of your annual report to all Designated Facilities you serve?

Yes [ ] No [ ]

Number of Interested Authorities you report to:

Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility?

Yes [ ] No [ ]

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

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

Drinking Water System Name	Drinking Water System Number

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

Yes [ ] No [ ]



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

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

- ☒ **Public access/notice via the web**  
☐ Public access/notice via Government Office  
☒ **Public access/notice via a newspaper**  
☐ Public access/notice via Public Request  
☐ Public access/notice via a Public Library  
☐ Public access/notice via other method: \_\_\_\_\_

## Describe your Drinking-Water System

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

## List all water treatment chemicals used over this reporting period

N/A

## Were any significant expenses incurred to?

- ☒ Install required equipment  
☒ Repair required equipment  
☐ Replace required equipment

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

Installed a DCS Falcon Security alarm communicator (\$385)  
 Stelem repaired one fire hydrant. (\$1404.29)

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

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

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

	Number of Samples	Range of E.Coli Or Fecal Results (min-max)	Range of Total Coliform Results (min-max)	Number of HPC Samples	Range of HPC Results (min-max)
<b>Raw</b>	N/A	N/A	N/A	N/A	N/A
<b>Treated</b>	N/A	N/A	N/A	N/A	N/A
<b>Distribution</b>	52	0 - 0	0 - 0	52	< 2- 62

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

	Number of Grab Samples	Range of Results (min)-(max)
<b>Chlorine (Continuous)</b>	8760	0.36-2.04
<b>Chlorine (Grab)</b>	Free: 318 Total: 313	0.22-2.14 0.36-2.20
<b>Fluoride</b>	<b>NA</b>	<b>NA</b>

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

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

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

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

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

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
<b>Antimony</b>				
<b>Arsenic</b>				
<b>Barium</b>				
<b>Boron</b>				
<b>Cadmium</b>				
<b>Chromium</b>				
<b>*Lead</b>				
<b>Mercury</b>				
<b>Selenium</b>				

<b>Sodium</b>				
<b>Uranium</b>				
<b>Fluoride</b>				
<b>Nitrite</b>				
<b>Nitrate</b>				

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

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

<b>Location Type</b>	<b>Number of Samples</b>	<b>Range of Lead Results (mg/L) (min) – (max)</b>	<b>Number of Exceedances</b>
<b>Plumbing</b>	N/A	N/A	N/A
<b>Distribution</b>	1	0.00057	0

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

<b>Parameter</b>	<b>Sample Date</b>	<b>Result Value</b>	<b>Unit of Measure</b>	<b>Exceedance</b>
<b>Alachlor</b>				
<b>Aldicarb</b>				
<b>Aldrin + Dieldrin</b>				
<b>Atrazine + N-dealkylated metabolites</b>				
<b>Azinphos-methyl</b>				
<b>Bendiocarb</b>				
<b>Benzene</b>				
<b>Benzo(a)pyrene</b>				
<b>Bromoxynil</b>				
<b>Carbaryl</b>				
<b>Carbofuran</b>				
<b>Carbon Tetrachloride</b>				
<b>Chlordane (Total)</b>				
<b>Chlorpyrifos</b>				
<b>Cyanazine</b>				
<b>Diazinon</b>				
<b>Dicamba</b>				
<b>1,2-Dichlorobenzene</b>				
<b>1,4-Dichlorobenzene</b>				
<b>Dichlorodiphenyltrichloroethane (DDT) + metabolites</b>				
<b>1,2-Dichloroethane</b>				
<b>1,1-Dichloroethylene (vinylidene chloride)</b>				
<b>Dichloromethane</b>				



2-4 Dichlorophenol				
2,4-Dichlorophenoxy acetic acid (2,4-D)				
Diclofop-methyl				
Dimethoate				
Dinoseb				
Diquat				
Diuron				
Glyphosate				
Heptachlor + Heptachlor Epoxide				
Lindane (Total)				
Malathion				
Methoxychlor				
Metolachlor				
Metribuzin				
Monochlorobenzene				
Paraquat				
Parathion				
Pentachlorophenol				
Phorate				
Picloram				
Polychlorinated Biphenyls(PCB)				
Prometryne				
Simazine				
THM (NOTE: show latest annual average)	2022	44.5	ug/L	No
HAA (Annual Average)	2022	27.4	ug/L	No
Temephos				
Terbufos				
Tetrachloroethylene				
2,3,4,6-Tetrachlorophenol				
Triallate				
Trichloroethylene				
2,4,6-Trichlorophenol				
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)				
Trifluralin				
Vinyl Chloride				

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

Parameter	Result Value	Unit of Measure	Date of Sample

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council receives the 2022 Year End Review Report, including the financial statement as per by-law 2017-02 Schedule "A", as recommended by the Port Management Committee.

☐ Carried    ☐ Defeated    ☐ Unanimous

Mayor: \_\_\_\_\_

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		



# Port of Johnstown 2022 Year End Review



Port of Johnstown

TWP  
**EC**  
CA | **EDWARDSBURGH CARDINAL**

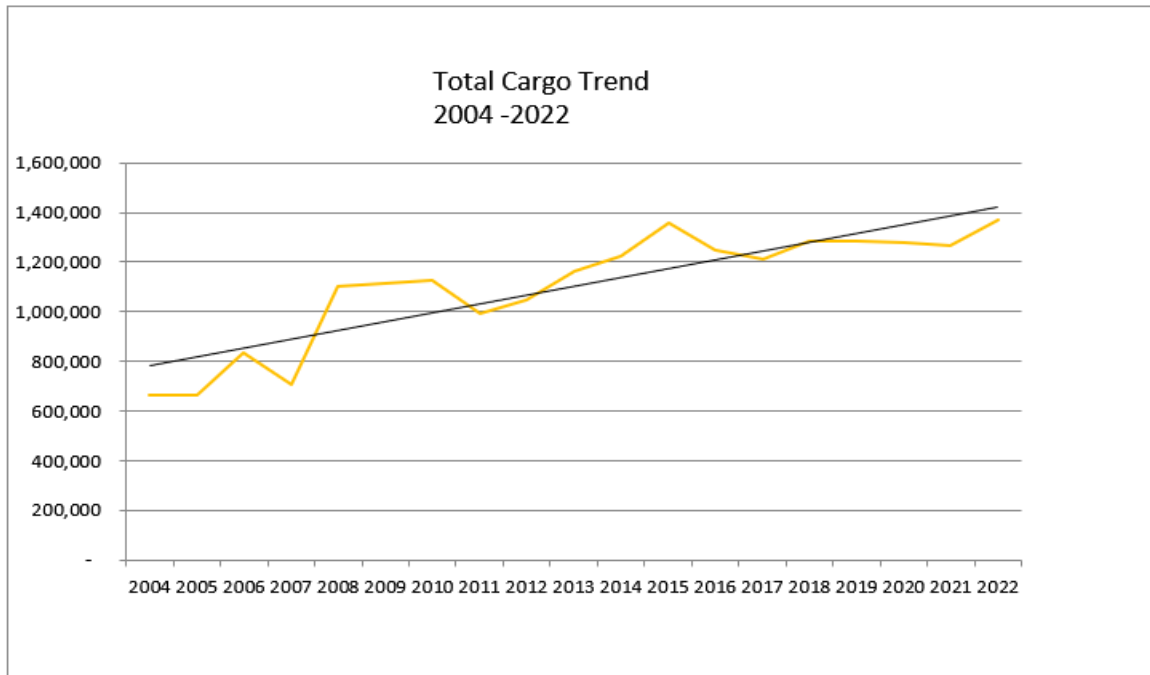
Date: Jan.25, 2022

## Total Cargo 2022

Total cargo processed at the port in 2022 totalled 1,368,091 mt and is the highest year on record for the port. Compared to the first eleven years of operation, the Port's average cargo has increased by 46% and continues to move in a positive direction.

From 2001-2011 average cargo = 856,083 mt

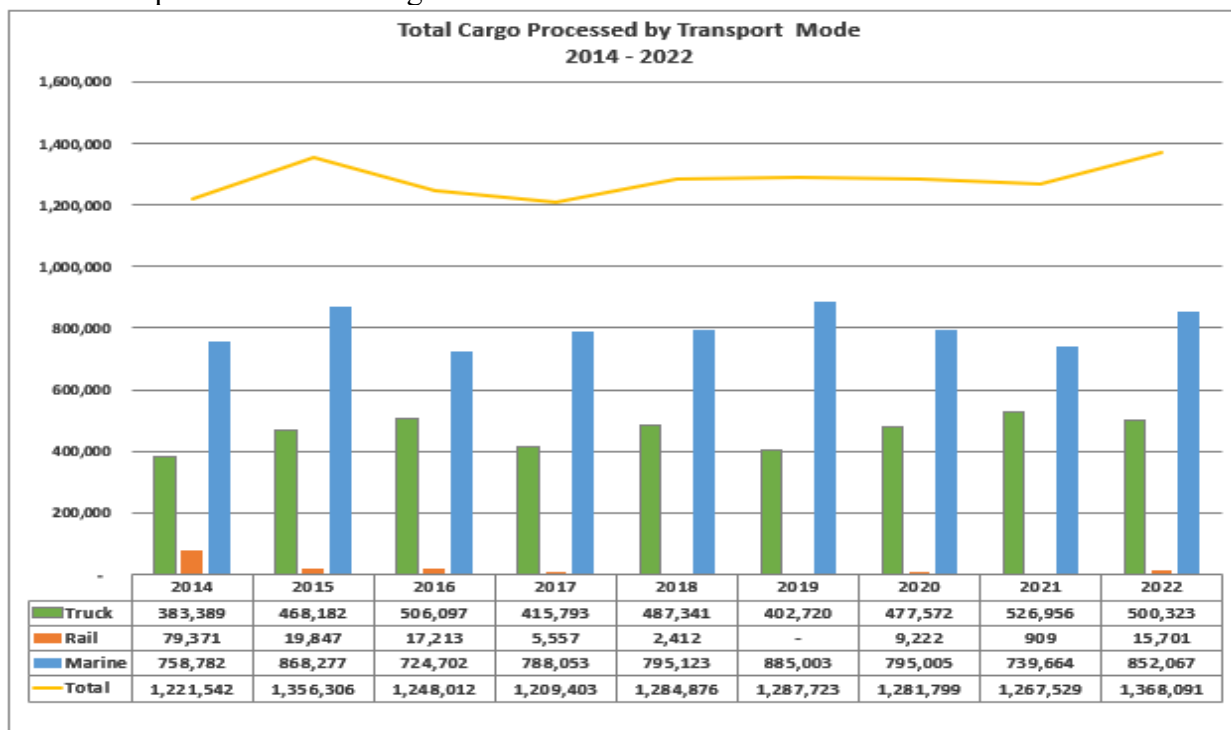
From 2012-2022 average cargo = 1,248,091 mt.



## Tri-modal transport

The Port's marine and grain terminals processed a variety of bulk cargos by vessel, truck, and rail.

Marine transport 62.3% Trucking 36.6% Rail 1.1%

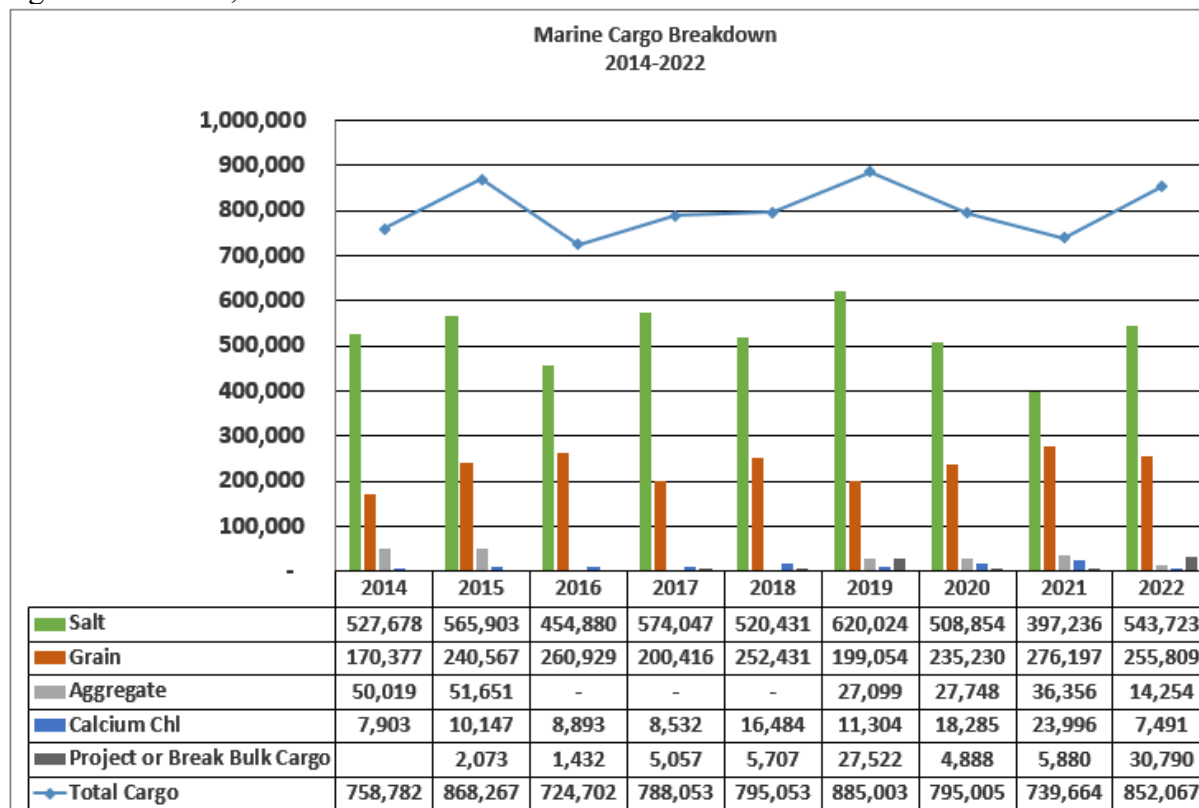




# Marine Business Report

## Cargo

The Port processed a total of 852,067 mt of cargo over its docks in 2022, an increase of 113,062 mt (15%). Notably, salt movement by vessel was up by 146,487 mt (37%), Breakbulk cargo was at a record high with over 30,790 mt received.



## Vessel Traffic Summary

### Number of vessels

Cargo	2016	2017	2018	2019	2020	2021	2022
Bulk Cargo - Salt	24	26	25	30	22	20	23
Bulk Cargo - Grain	16	13	18	13	15	15	16
Project Cargo - Wind Energy	1	1	0	13	0	2	0
Project Cargo	0	0	0	0	0	0	2
Cruise	0	4	1	10	0	0	4
Break Bulk Cargo - Steel	0	2	2	2	1	2	4
Liquid Bulk Cargo - Calcium Chl.	2	2	3	2	3	4	1
Bulk Cargo - Aggregate	0	0	0	1	1	2	1
Other	3	5	5	7	3	8	7
<b>Total</b>	<b>46</b>	<b>53</b>	<b>54</b>	<b>78</b>	<b>45</b>	<b>53</b>	<b>58</b>

Other – Canada Coast Guard Martha L Black made three stops at the port in 2022 as they utilized the Port as their home base to deploy buoys in the St. Lawrence River. The Port was also used by vessels experiencing mechanical issues and requiring maintenance.

## Bulk Cargo



Salt cargo was up 37% (146,487 mt) in 2022. Here we have the CSL Baie Comeau unloading 22,741 mt of salt on December 14<sup>th</sup>. The Baie Comeau dropped off four loads of salt and picked up one load of grain during the 2022 season.



The Algoma Intrepid picked up 14,254 mt of stone on September 20<sup>th</sup>.

## Cruise Vessels



The Ocean Explorer made four stops at the Port of Johnstown in 2022 with daily excursions to Brockville and Upper Canada.

## Project Cargo



The BBC Song arrived on Nov. 29th to drop off 5 pcs of project cargo. This cargo required the use of our CBSA bypass road built in 2017 for over-sized cargo that cannot fit under the international bridge to USA.



## Break Bulk Cargo



The Heerengracht was one of 3 “Salties” that arrived with imported steel pipe destined for western Canada, totaling 28,834 mts.

## Grain Shipments by Vessel



The Miena Desgagnes made three stops at the Port’s Grain Elevator in 2022 moving approximately 30,000 mt of soybean during the month of November. This provided much needed relief for area farmers waiting to bring in additional soybeans to the port.

The Port had a total of 255,809 mt of grain cross the elevator dock in 2022. A total of sixteen vessels arrived at the port, including four ocean vessels destined for foreign markets.

## Vessel Summary – Salt and Grain

### Salt shipments by vessel

Date	Vessel	Commodity	Qty (MT)
Apr 26	Baie Comeau	Salt	28,672
May 5	Algoma Buffalo	Salt	17,419
May 5	Baie Comeau	Salt	28,815
May 21	Whitefish Bay	Salt	28,954
Jun 7	Whitefish Bay	Salt	28,876
Jun 12	Algoma Buffalo	Salt	17,255
Jun 15	Algoma Sault	Salt	10,850
Jul 2	Thunder Bay	Salt	28,728
Jul 24	Baie Comeau	Salt	28,784
Jul 29	Thunder Bay	Salt	28,758
Aug 19	Algoma Conveyor	Salt	22,766
Sept 8	Federal Mayumi*	Salt	11,035
Sept 23	Frontenac	Salt	18,641
Sept 30	RT. Hon. Paul J Martin	Salt	30,376
Oct 17	Atlantic Huron	Salt	27,673
Oct 26	Algoma Intrepid	Salt	24,038
Nov 1	Algoma Conveyor	Salt	18,057
Nov 11	Algoma Sault	Salt	6,816
Nov 22	Thunder Bay	Salt	28,811
Dec 14	Baie Comeau	Salt	28,741
Dec 18	Atlantic Huron	Salt	28,104
Dec 19	Algoma Mariner	Salt	23,309
Dec 26	Atlantic Huron	Salt	28,246
		<b>Total MT</b>	<b>543,723</b>

\* Salt Imported

### Grain Shipments by Vessel

Date	Vessel	Commodity	Qty (MT)
April 1	Cuyahoga	Soybeans	10,168
April 18	Evans Spirit	Soybeans	11,449
Aug 7	Whister*	Soybeans	3,713
Oct 6	Bogdan*	Soybeans	20,117
Oct 13	Thunder Bay	Soybeans	11,617
Oct 28	Baie Comeau	Soybeans	27,563
Nov 4	Miena Desgagnes	Soybeans	9,684
Nov 4	G3 Marquis	Soybeans	29,349
Nov 7	Blair McKeil	Soybeans	11,940
Nov 8	Miena Desgagnes	Soybeans	9,750
Nov 10	Thunder Bay	Soybeans	2,081
Nov 13	Miena Desgagnes	Soybeans	9,756
Nov 23	Thunder Bay	Soybeans	28,151
Dec 2	Sunda*	Soybeans	19,038
Dec 10	Baie St. Paul	Soybeans	28,166
Dec 21	Federal Hudson*	Wheat	23,267
		<b>Total</b>	<b>255,809</b>

\* Import/Export Vessel



## Grain Business Report

The volume of grain received at the Port in 2022 was 358,340 mt, which was down by 69,129 mt from the record high in the previous year. The biggest change from the previous year was the increase in wheat volume and the decrease in the amount of corn received.

The weather is always a concern for crop yields but overall, it was favourable in 2022 which saw excellent yields in the three main commodities of wheat, soybeans, and corn. While the cooler weather in the spring was good for the wheat, it did delay the start of the soybean harvest in the fall by a couple of weeks, which in turn delayed the intake of corn when the corn harvest started.

The challenge with soybeans in 2022 was the amount of available storage space to start harvest. The large wheat crop meant that there was 20,000 mt less storage space than normal at the start of harvest. The later-than-expected start also meant that producers were scrambling to get cargo in place for the first vessel of the harvest. The brokers provided a reasonable vessel schedule that should have allowed a steady flow of soybeans into the Port, however, one vessel arrived six days late which resulted in the cancellation of unload appointments until the vessel arrived.

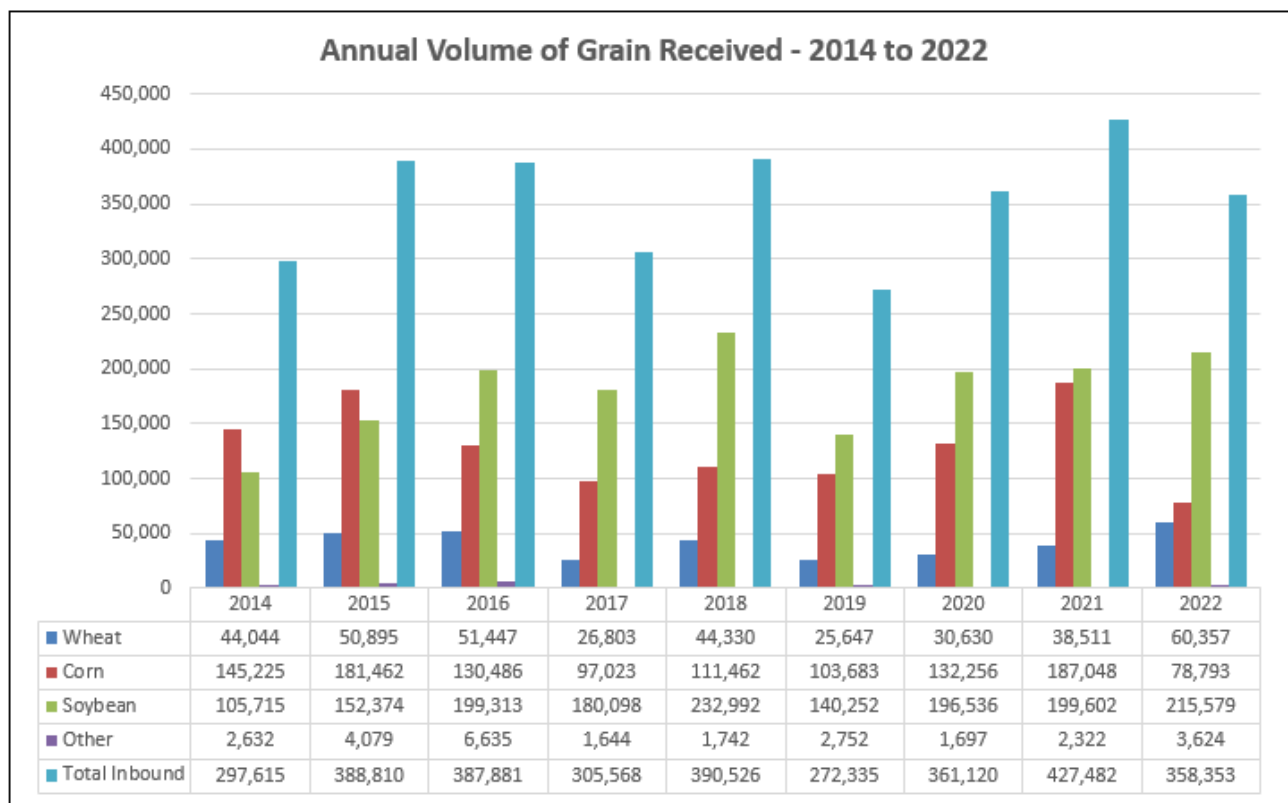
Storage of non-GMO corn continues to be an important aspect of the service that the Port provides.

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

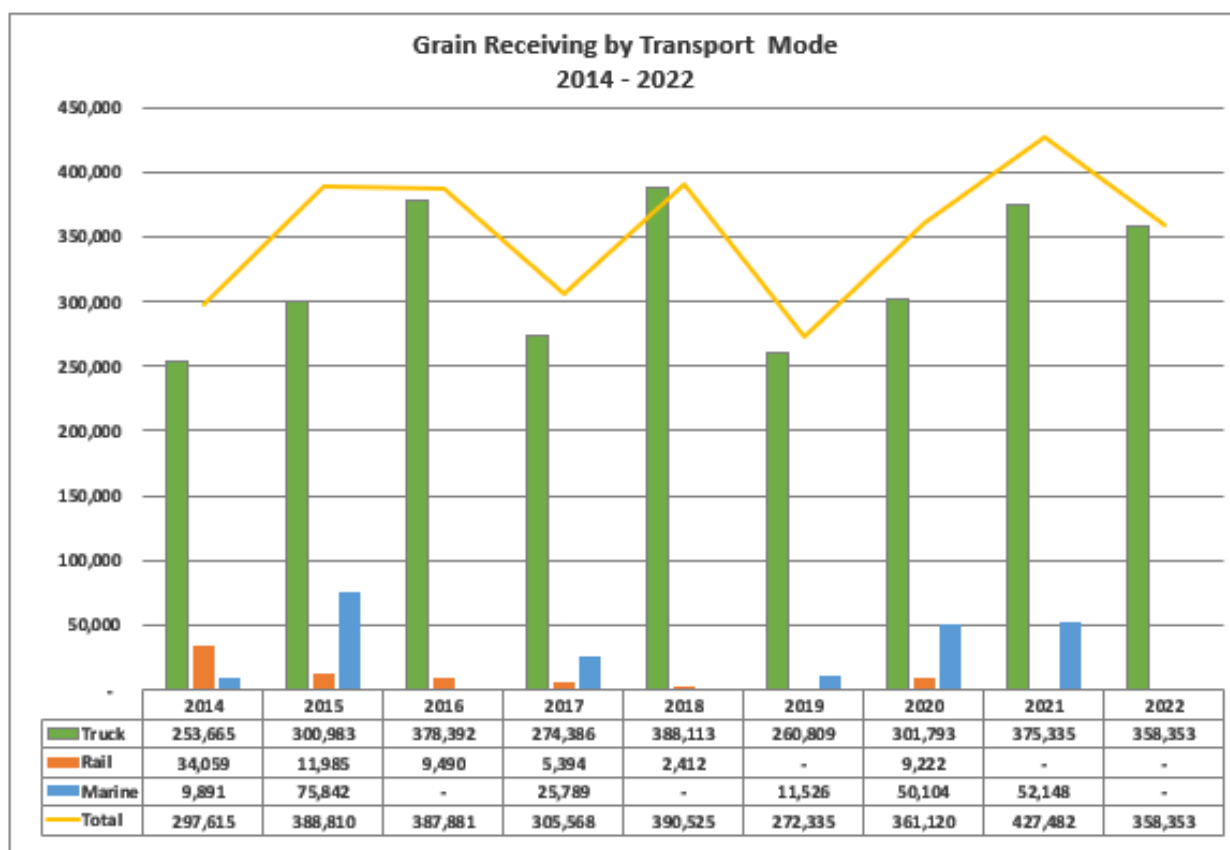
The Port also continues to support our local corn customers by providing extended working hours at night and on weekends to ensure that their production needs are being met.

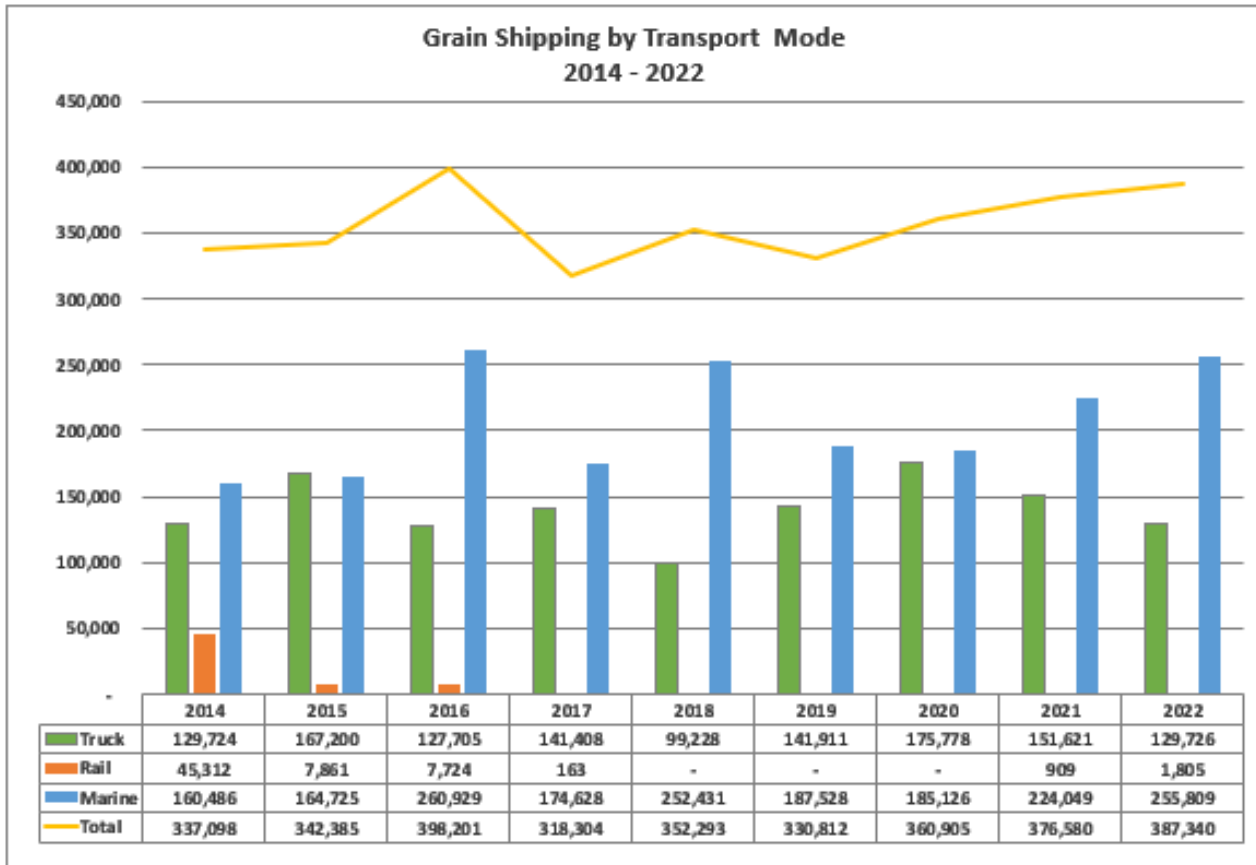


The chart below shows the total volume of each commodity handled per year.



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

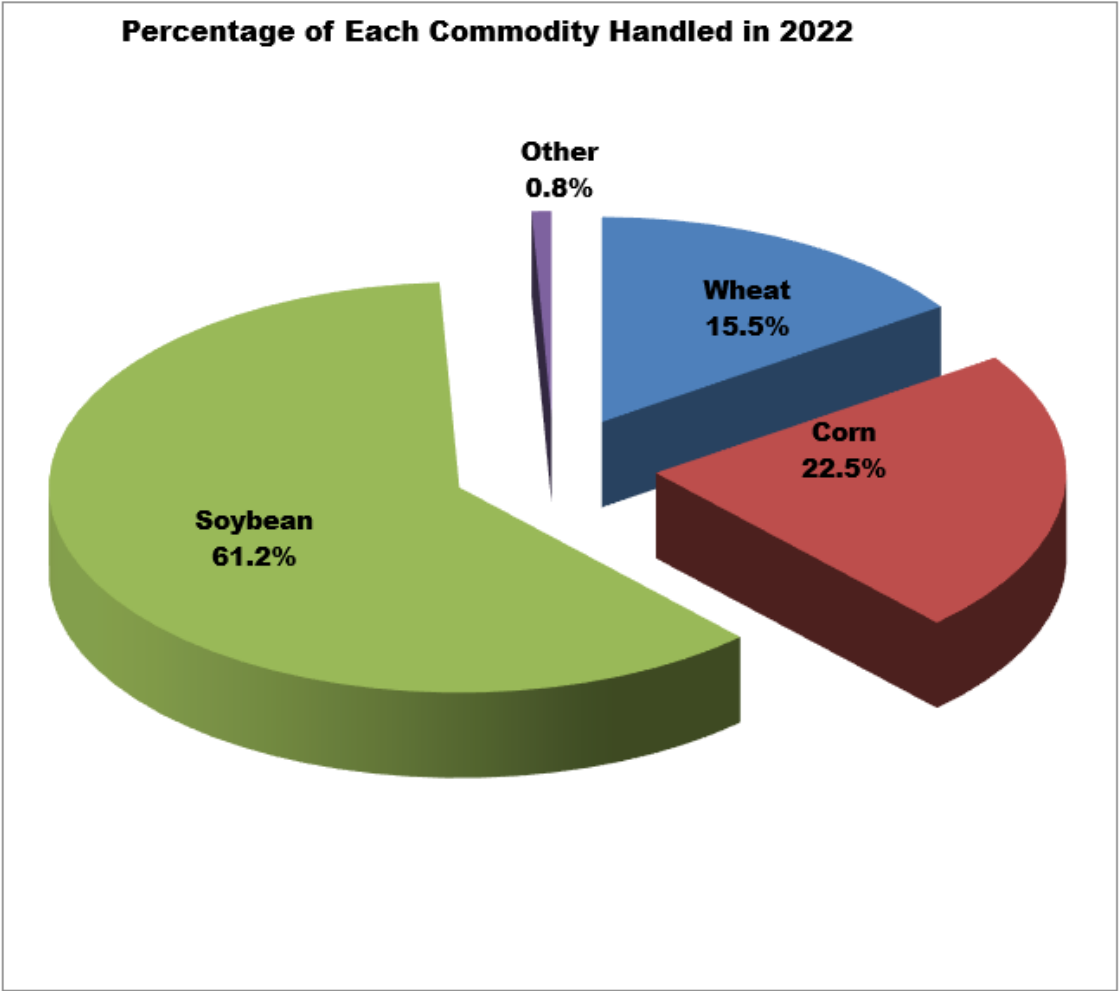




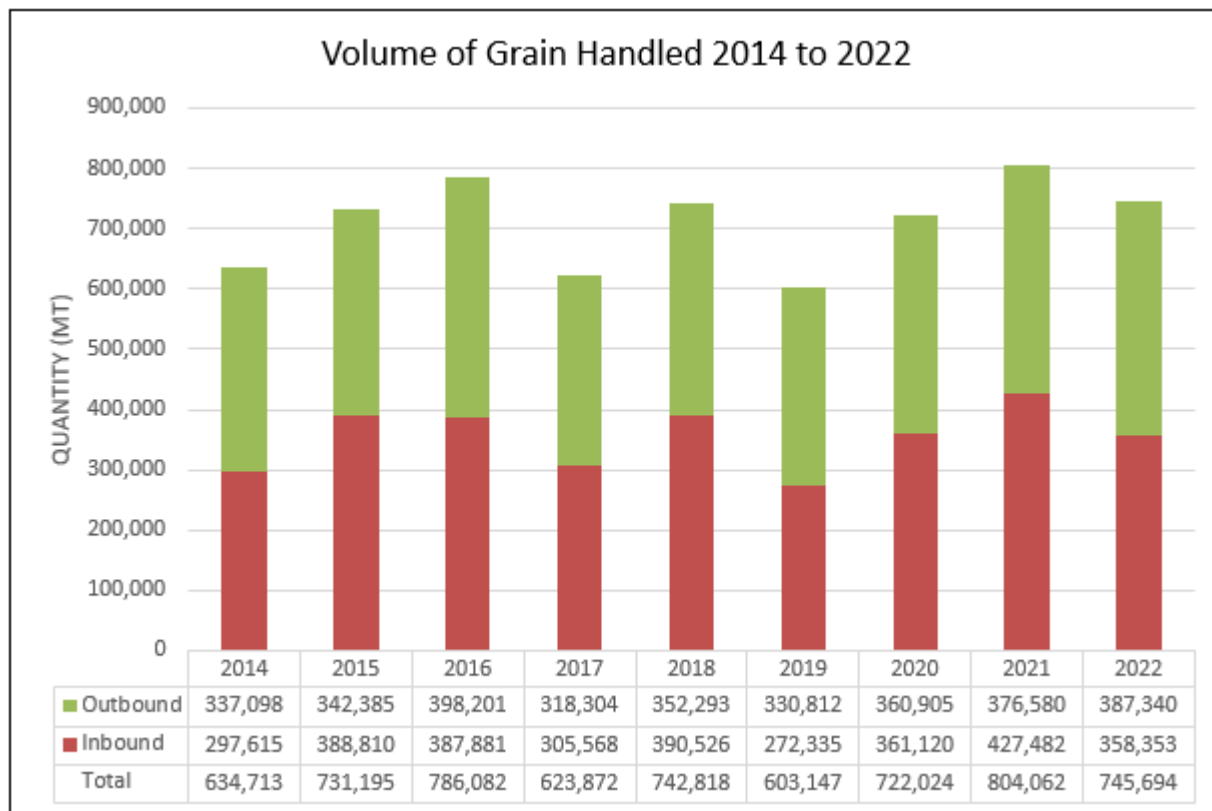
CSL Baie Comeau taking a load of soybeans in October.



The chart below illustrates the volume of each commodity handled by the Port in 2022. The highest volume crop handled by the Port continues to be soybeans.



The chart below highlights the total volume of grain handled per year (receipts and shipments) since 2014.



The wheat handled at the Port was up considerably in 2022 compared to the previous year. The volume received was 60,357 mt which was an increase of 21,486 mt over 2021. The Port had not received this volume of wheat since 2012. The ideal growing conditions in the spring produced record yields which caught all elevators off guard. The quality of wheat at harvest was very good. The preferred crops in this area continue to be corn and soybeans over wheat.

The soybean harvest was once again a busy time at the Port with 215,579 mt received. This is the second highest volume of soybeans received on record and represents an increase of 15,977 mt over the previous year. The challenge during harvest was the vessel arrivals in order to load out soybeans in order to keep the grain moving into the Port.

The 78,793 mt of corn received in 2022 was a decrease in corn volume of 108,000 mt compared to the previous year. It should be noted that in the previous year the Port received 52,147 mt of corn by vessel which is part of the reason for the decline in volume. The other reason for the decline was the lack of available storage space for corn due to the soybean demand and the large quantity of wheat in storage. Unfortunately, the Port was unable to take advantage of the above average yields in the area to get more corn into storage. It is estimated that the Port missed out on between 15,000 and 20,000 mt of corn due to lack of space.

Receipts of non-GMO corn continued in 2022 with 23,565 mt. This is on par with the previous year. The customer continues to be satisfied with the way their corn was handled and with the level of service provided.

## Capital Projects

The total spent on capital projects in 2022 was \$1,981,913 million dollars that covered a variety of projects. A summary of those projects are shown below. It should be noted that a few projects were not completed due to scheduling issues, or deferred as it was determined further work or study was required before proceeding. These projects will carry over to 2023.

The following is a list of some of the projects that were completed in 2022:

### **Bin Wall Repair**



### **New Fenders at the end of Berth #6**



### **Riverfront Dock Paving Project – Phase III completed**



### **New Roof and Windows at the new POJ Warehouse**





**New HVAC unit for the Vessel Grading Room**



**New Automatic Sampler for Vessel Loading**



**Purchased a new Analyzer for test Vomitoxin**



## Maintenance Report

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

### Maintenance – Electrical

- Installed new components to update the bin temperature monitoring system at the Port.
- Installed new conduits for new fiber optic cable around elevator.
- Troubleshoot and repair controls for dust system fire dampers.
- Replaced electrical power cable to cleaner drive motor.
- Electrical repairs to Trackmobile.
- Repairs to air compressor cooling fan.
- Replace proximity sensor on loading spout #1.

### Maintenance - Mechanical

- Annual cleaning of the cooling section of GSI grain dryer and service dryer unload drag conveyor.
- Installed new UHMW liner in the various chutes and spouts in the building.
- Annual inspection and maintenance of all grain trippers.
- Annual inspection and maintenance of rail and marine shipping lofters.
- Replaces 300 loftler buckets that were damaged on marine loftler #4.
- Install new shafts for the head and tail pulleys on #6 drag conveyor.
- Install new grain sampler on marine loftler #2.
- Annual inspection and maintenance of perimeter fence and gates.
- Annual lubrication of all rotating equipment was completed.
- Annual change out of dust collector bags was completed.
- Patch holes in skin of GSI grain dryer.
- Repair to the auger that transports dust from dust collectors A1 and A2 to the dust tank.
- Weekly, monthly, and quarterly dust system inspections and maintenance.

### Contractors:

- The Electrical Safety Authority conducted their inspections in 2022. All was found to be in order.
- Drapeau Automatic Sprinkler Corp. conducted the annual inspection and verification of our fire alarm system. No issues were found during the testing, and we were given our Certificate of Inspection.
- Annual inspection and certification of PPE for “Working from Heights” and “Confined Space Entry” equipment was performed by a technician from Grainger Canada.
- Unitech performed the annual inspection of the hoisting equipment.
- Schneider Electric sampled and analyzed transformer oil.

## Health and Safety / Training / Environment

Below is a summary of the environmental and health & safety program activities for the 2022 year that were provided by Prevention and Regulatory Solutions Ltd.

### **Management Support**

- Prepared recommendations for short and longer-term areas of program development and training. Updated recommendations and discussed with management as needed.
- Prepared or updated orientation training plans for new Port employee categories – casual, full-time, administrative, and management. Conducted orientation training sessions for new casual employees (2 groups), full-time maintenance employee (1 person), full-time administrative employee (1 person), and manager (1 person over several sessions.)
- Circulated information to management regarding changes to federal health and safety legislation, applicable provincial legislation, and case law decisions relevant to Port health and safety programs.
- Provided updated program information and training to Port management personnel having responsibilities for contractor safety, emergency action plans, and H&S due diligence.

### **General H&S Support**

- Reviewed safety committee inspections, safety committee meeting minutes, and incident investigation reports from the previous year, and updated the hazard prevention program (HPP) assessment. Reviewed the new HPP content and recent or planned future safeguards with management, then consulted with the safety committee on adjustments before reissuing the updated assessment.
- Updated the Port lockout listing, lockout procedure, and lockout training program on 3-year cycle, all in consultation with the safety committee. Conducted training sessions for all available Port personnel.
- Organized 2021 and 2022 training records and updated the Port's H&S training matrix. Reviewed changes and methods of entry with Port Administrative Assistant.
- In consultation with the safety committee, made planned updates to the Port health and safety rules, and conducted training sessions for all available Port personnel.
- Reviewed confined space entry (CSE) assessments and permit documents that were expiring on a mandatory 3-year review cycle. Confined spaces involved in these reviews were normal elevator bins (class A), upper house garner bins (classes C and L), basement loft pits (class D), truck unloading pits (classes H and J), and workhouse cleaner bins



## Health and Safety / Training / Environment Cont'd.

(class W). Also provided recommendations for improving rescue plans for elevator scales (Class G). All changes were made in consultation with the CSE team and the safety committee.

- Outlined scope of work and provided support materials to a 3<sup>rd</sup> party firm to conduct 2 training sessions for CSE rescue training.
- Conducted on-site respirator fit testing for all available Port personnel currently available styles of N-95 respirators.

### **Environmental Program Support**

- Reviewed the previous year's (2021) salt shipping data, inspection records, and salt management records in preparation for possible inspection by the Ministry of Environment, Conservation, and Parks (MECP).
- Reviewed the draft annual report for saltwater testing (written by Blu Metric) and provided comments and recommendations to the General Manager.
- Updated training slides in consultation with Port General Manager and conducted an on-line training session for available salt management stakeholders who have responsibilities under the Port salt management program. Training was attended by approximately 20 personnel representing the stevedore, salt owners, and trucking companies.

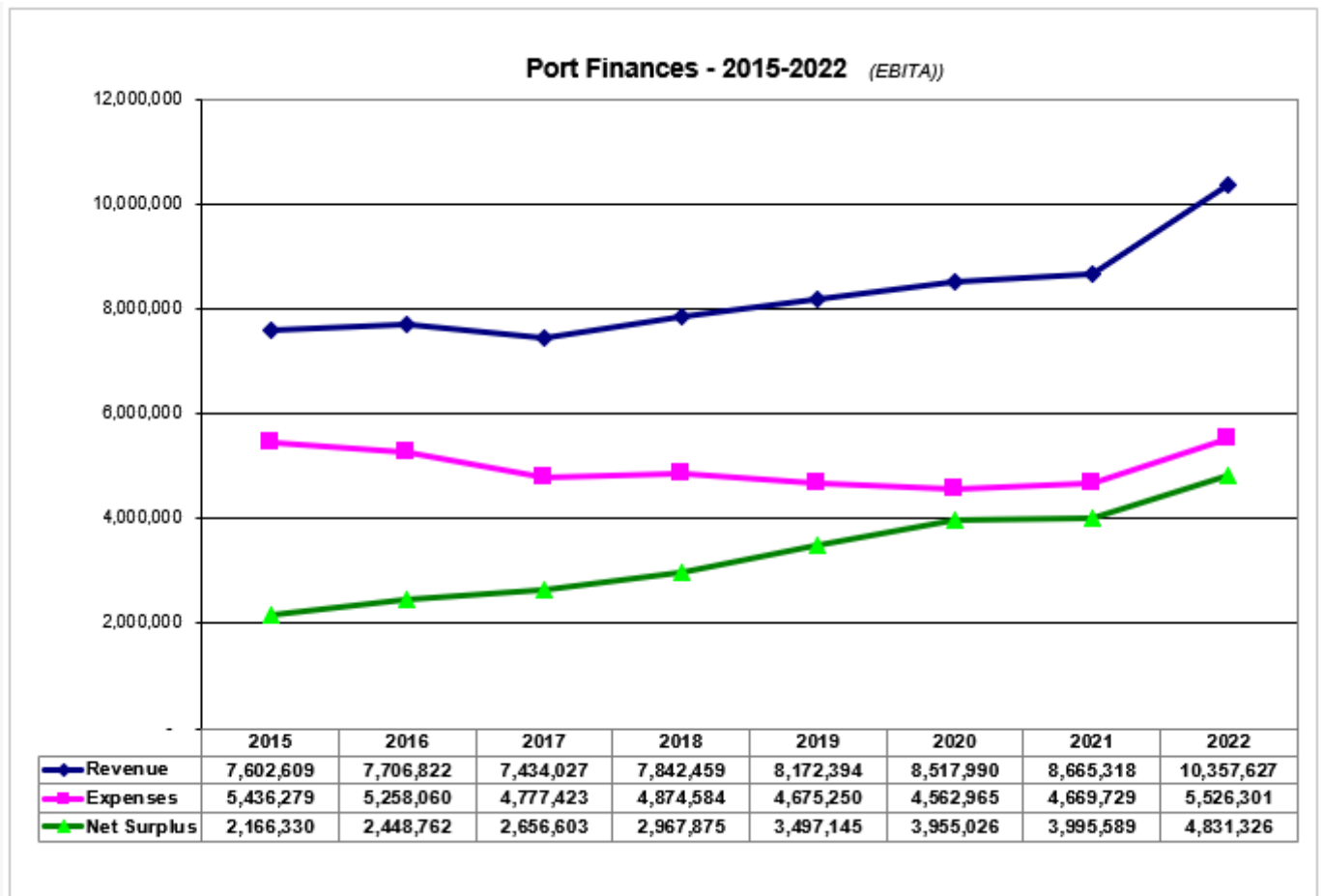
### **2022 Health and Safety Metrics**

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

Regular safety committee meetings	12
Special safety committee meetings	6
Workplace Inspections conducted	12
Incident or safety investigations conducted	3
Safety complaints filed	0
Work refusals filed	0
Accidents resulting in medical aid only	0
Accidents resulting in lost work days	0
Lost work days due to accidents	0
Training hours provided by PandRS	52
Approx. training hours by others providers	40

## FINANCIAL REPORT – Pre-audited EBITA

The Port of Johnstown, a division of the Township of Edwardsburgh Cardinal, has completed another very successful year. As detailed in the information below, we have finished 2022 with the highest revenues since the township acquired the Port. Revenues for 2022 increased by 20% resulting in a record surplus of \$4.83 million. This is a 21% increase over 2021 and a 123% increase since 2015.



## 2022 - Revenues/Expenses/Surplus Quarterly Actuals VS Budget

Feb. 23, 2022

2022 BUDGET	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total
<b>BUDGET REVENUE</b>	<b>1,090,000</b>	<b>1,270,000</b>	<b>1,900,000</b>	<b>4,325,000</b>	<b>8,585,000</b>
<b>ACTUAL REVENUE</b>	<b>1,186,445</b>	<b>1,315,420</b>	<b>2,590,021</b>	<b>5,265,741</b>	<b>10,357,627</b>
<b>BUDGET OPER. EXPENSE</b>	<b>985,000</b>	<b>1,175,000</b>	<b>1,350,000</b>	<b>1,650,000</b>	<b>5,160,000</b>
<b>ACTUAL EXPENSE</b>	<b>1,009,316</b>	<b>1,084,305</b>	<b>1,209,202</b>	<b>2,223,478</b>	<b>5,526,301</b>
<b>BUDGET NET SURPLUS</b>	<b>105,000</b>	<b>95,000</b>	<b>550,000</b>	<b>2,675,000</b>	<b>3,425,000</b>
<b>*ACTUAL SURPLUS</b>	<b>177,129</b>	<b>231,116</b>	<b>1,380,820</b>	<b>3,042,262</b>	<b>4,831,326</b>
2012-2021 Actuals	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total
2021 REVENUE	836,760	1,287,377	2,223,661	4,317,517	8,665,316
2021 OPERATING EXP.	945,364	1,009,703	1,124,491	1,590,171	4,669,729
<b>2021 NET SURPLUS</b>	<b>(108,604)</b>	<b>277,675</b>	<b>1,099,170</b>	<b>2,727,346</b>	<b>3,995,587</b>
2020 REVENUE	967,003	1,291,866	1,997,000	4,262,122	8,517,990
2020 OPERATING EXP.	980,922	1,043,542	1,076,049	1,462,451	4,562,964
<b>2020 NET SURPLUS</b>	<b>(13,920)</b>	<b>248,324</b>	<b>920,951</b>	<b>2,799,671</b>	<b>3,955,026</b>
2019 REVENUE	1,012,775	1,397,838	1,583,263	4,178,519	8,172,394
2019 OPERATING EXP.	983,681	1,140,643	1,138,321	1,412,605	4,675,250
<b>2019 NET SURPLUS</b>	<b>29,094</b>	<b>257,195</b>	<b>444,942</b>	<b>2,765,914</b>	<b>3,497,145</b>
2018 REVENUE	840,124	1,150,186	1,633,737	4,218,410	7,842,457
2018 OPERATING EXP.	995,233	1,252,738	1,197,547	1,429,065	4,874,583
<b>2018 NET SURPLUS</b>	<b>(155,109)</b>	<b>(102,552)</b>	<b>436,190</b>	<b>2,789,345</b>	<b>2,967,874</b>
2017 REVENUE	789,446	1,268,062	1,617,288	3,759,231	7,434,027
2017 OPERATING EXP.	1,118,701	1,066,194	1,068,904	1,523,624	4,777,423
<b>2017 NET SURPLUS</b>	<b>(329,256)</b>	<b>201,867</b>	<b>548,384</b>	<b>2,235,607</b>	<b>2,656,603</b>
2016 REVENUE	920,382	1,305,343	1,347,954	4,133,144	7,706,822
2016 OPERATING EXP.	1,066,614	1,089,587	1,154,851	1,947,007	5,258,060
<b>2016 NET SURPLUS</b>	<b>(146,232)</b>	<b>215,755</b>	<b>193,102</b>	<b>2,186,136</b>	<b>2,448,762</b>
2015 REVENUE	668,203	1,301,025	1,979,858	3,653,523	7,602,608
2015 OPERATING EXP.	988,047	1,208,856	1,185,003	2,054,371	5,436,278
<b>2015 NET SURPLUS</b>	<b>(319,845)</b>	<b>92,169</b>	<b>794,854</b>	<b>1,599,151</b>	<b>2,166,330</b>
2014 REVENUE	900,947	1,220,444	1,374,870	3,073,567	6,569,827
2014 OPERATING EXP.	1,000,915	1,075,992	1,152,317	1,592,545	4,821,769
<b>2014 NET SURPLUS</b>	<b>(99,969)</b>	<b>144,452</b>	<b>222,553</b>	<b>1,481,022</b>	<b>1,748,058</b>
2013 REVENUE	916,144	876,808	1,260,291	3,445,665	6,498,909
2013 OPERATING EXP.	882,299	936,500	1,031,999	1,570,761	4,421,559
<b>2013 NET SURPLUS</b>	<b>33,846</b>	<b>(59,692)</b>	<b>228,292</b>	<b>1,874,904</b>	<b>2,077,350</b>
2012 REVENUE	1,001,076	1,267,195	1,594,203	2,561,825	6,424,299
2012 OPERATING EXP.	844,654	1,021,032	1,028,383	1,356,966	4,251,036
<b>2012 NET SURPLUS</b>	<b>156,422</b>	<b>246,162</b>	<b>565,820</b>	<b>1,204,859</b>	<b>2,173,263</b>

*\*All values are EBITA*



## 2022 Port Highlights



### **1<sup>st</sup> vessel of the Year!**

The first vessel that arrived in the 2022 shipping season was the Cuyahoga on April 1, 2022. General Manager Robert Dalley and Councillor Stephen Dillabough were on hand to welcome Captain Tim Pryor and present him with a Port of Johnstown hat and golf shirt.



### **In September 2022, the International Plowing Match was held in Kemptville, Ontario.**

Left: The Port provided their transportation wagon to help convey the public back and forth from the parking lot.

Below left: Port Committee members and Port staff volunteered to operate the Port's booth at the event. Below right: The Port of Johnstown was a Platinum sponsor donating \$50,000 to the cause.

Robert Dalley and Mike Moulton present a cheque to IPM chairman Harry Bennett.





## Proud to Support our Canadian Armed Forces.

The Port of Johnstown was chosen as the preferred site to unload 38 rail cars of military vehicles. The entire project took only 7 hours from start to finish and was completed with military precision.



## Port Tours

In 2022, the Port continued to provide tours to various groups including the Ottawa-Rideau Regional SCIA (Soil and Crop Improvement Association) whose Summer Tour 2022 included both the Port of Johnstown and Ingredion in Cardinal. Kevin Saunders, Operations Manager at the port, provided a tour and answered many questions from the inquisitive group of over twenty associates.



## **Community Capital Funding**

In the 3rd year of the program the Port of Johnstown provided capital funds to three local community groups to carry out projects in the community in 2022.

### **Supporting our local Legions**

Organization: Cardinal Royal Canadian Legion received a donation to replace the old, damaged roof on the north side of the building, while the Spencerville Legion received a donation to help replace the flooring in their downstairs area.



### **Rink Divider System**

Organization: South Grenville Minor Hockey Association

To add in proper rink divider systems for Novice hockey so kids have a better opportunity to play hockey with the half-ice rule. Port of Johnstown logo will be added.





## More Donations!



Port staff member Rhonda Code and Stephanie McVitty were on hand to present cheques to Shaun Armitrage from the United Way, Bonnie Pidgeon from the South Grenville Foodbank, and Karie Smail on behalf of the Angel Tree and Youth Outreach Programs.



## Fort Town Charity Run



Actually, this should have been called the Port Town Charity Run. Due to issues with permits etc. the Port received a call from organizer Michel Larose asking if he could stage the event at the Port. It was a huge success with runners of all ages participating. Get Set – GO!



## Aquatarium Exhibit – Coming soon!

The Port of Johnstown is proud to be a major sponsor of the new Aquatarium Exhibit scheduled to open on Family Day, February 20. We are all very excited to be part of this new exhibit at the Aquatarium featuring the Port of Johnstown and its grain elevator. Many times we have been asked, ‘What goes on in that big building of yours?’ You need not wonder any longer. Bring your children and grandchildren to this great learning facility and gain valuable insight to the operations of a grain elevator, with hands-on equipment for your little ones to safely operate.



Mayor Tory Deschamps and Deputy Mayor Stephen Dillabough were on hand at the Aquatarium to get an update on this enormous exhibit scheduled to open soon.

## Retirement Announcement



The Port of Johnstown is proud to announce the retirement of Allan Perrin who decided to pack it in after 31 years of employment at the Port. Al has seen a lot of changes and he was very appreciative of how he was treated over the years. We wish him a long and wonderful retirement. Thanks Al!

## GM – The year in review

Where does the time go? Another year is in the books, and I am proud to report that the Port of Johnstown has had their best year on record. While we still see some lingering effects on the world with the COVID-19 virus, we are hopeful that the worst is over and we can all get back to our pre-pandemic lives.

While reviewing our numbers and reviewing the “Port Highlights”, I was truly amazed at what we have accomplished in 2022. We have a dedicated staff and I cannot thank them all enough for their efforts. Particularly when we get to harvest season and require long hours to keep the grain moving through the elevator. Our staff understands the business and realizes how important this time of year is to the success of our community farmers. Yes, we did have some delays, but I know that we did our best to try and get the vessels into the Port to relieve the congestion.

To our customers, we appreciate and thank you for your loyalty. Please know that we will always strive to make investments towards continuous improvements so that we can provide safe, efficient, and reliable services for both today and into the future.

We could not do this without the support of our Port of Johnstown Management Committee and Town Council who understand the importance of re-investing monies back into the Port, ensuring our sustainability for many years to come.

I want to take a moment to thank our outgoing Port Management Committee members who governed us for the past four years and supported the efforts of Port staff. I would also like to give an additional well deserved thank you to Pat Sayeau who worked as a council and port committee member for eight years and as the mayor for an additional eight years. Your efforts and contribution to the port will not be forgotten. And to all past committee and council members and past employees of the Port, thank you. We are what we are today thanks to you.

I would also like to welcome the new council and future port committee members who have signed up to make a difference to their Port and to their community.

Wishing everyone a healthy and safe 2023,

Robert Dalley  
General Manager  
Port of Johnstown

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

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

- December 14, 2022
- December 21, 2022
- January 4, 2023
- January 11, 2023
- January 18, 2023
- January 25, 2023

☐ Carried    ☐ Defeated    ☐ Unanimous

Mayor: \_\_\_\_\_

RECORDED VOTE REQUESTED BY: \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

# RESUMÉ

of *correspondence*

December 14<sup>th</sup>, 2022

FROM	DATE	SUBJECT
Raisin-South Nation Region	Dec 7	Drinking Water Source Protection – 2022 Annual Update
Ontario Power Generation	Dec 8	Regional Current Newsletter for Eastern Ontario
Minister of Agriculture, Food and Rural Affairs	"	Letter from the Honourable Lisa Thompson
AMO	"	Watchfile
AMO	"	Online Training – New Head of Council/Councillor Training
Leeds/Grenville, Thousand Islands, Rideau Lakes	"	2022 Business Survey Report
Municipality of Marmora & Lake Assistant Deputy Fire Marshal	"	Res: Opposition to Bill 23
AMO	Dec 9	Essentials of Municipal Fire Protection - Decision Maker's Guide
Town of Prescott	"	Policy Update
International Joint Commission	Dec 13	Res: CN Railway Contribution Requirements
ROMA	"	Shared Waters – Newsletter
AMO	Dec 14	Programming to support your work and communities
Health Unit	"	GHD Digital: Barrier free website builder
	"	COVID-19 Vaccine Status Report – Dec 14

# RESUMÉ

of *correspondence*

December 21<sup>st</sup>, 2022

FROM	DATE	SUBJECT
TWP-Leeds & Thousand Islands	Dec 15	Res: Strong Mayors
AMO	"	Watchfile
Lanark County	"	Res: Violence Against Women/Renfrew Inquest
Municipality of Greenstone	Dec 16	Res: Bill 3
Health Unit	"	Media Release: Holiday hours for LGL Health Unit programs
Health Unit	"	Health Unit offices closed due to winter storm
Health Unit	"	COVID-19 Vaccine Status Report – Dec 14
AMO	"	End of year housing update
Scott Rd Transfer Site	Dec 19	Waste Transfer Site Holiday Closure
AMO	"	GHD Digital: Barrier Free Website Builder
EOWC	Dec 20	The Eastern Ontario Wardens' Caucus Newsletter
UCLG	"	Economic Development eNews   December 20 2022
OPG	"	Ontario Power Generation Net-Zero News - December 2022

# RESUMÉ

of *correspondence*

January 4, 2023

FROM	DATE	SUBJECT
AMO	Jan 3	Watchfile
AMO	"	Online Training – New Head of Council/Councillor Training
MMAH	"	Letter from Minister Steve Clark – Bill 109
TWP of Lake of Bays	"	Res: Support Bill 3 – Strong Mayors, Building Homes Act
FMPFSC	"	Grant award letter
City of Cambridge	"	Res: Opposition to Bill 23, More Homes Built Faster Act
Municipality of North Perth	"	Correspondence re: Bill 23
SNC	"	2023 General and Forest Land Acquisition Levy
Loyalist Township	"	Res: Repeal Bill 23
Town of Greater Napanee	"	Res: Support to appeal Bill 23, More Homes Built Faster Act
Town of Plympton Wyoming	"	Res: Support re: CN railway contributions under Drainage Act
ROMA	Jan 4	Nominations report on the 2023-2027 ROMA Board Elections
Health Unit	"	Local Vaccine Status Report – Jan 3, 2023

# RESUMÉ

of *correspondence*

January 11<sup>th</sup>, 2023

FROM	DATE	SUBJECT
MMAH	Jan 4	Letter from Minister Steve Clark
AMO	"	Watchfile
AMO	Jan 5	AMO Policy Update
AMO	Jan 6	Online Training – New Councillor Training
ROMA	"	Updated Nominations Report
Jack Patrick	"	Letter of Request
SG Chamber of Commerce	Jan 9	Meeting Minutes and Financials
Brudnell, Lyndoch and Raglan	"	Res: OMAFRA Wildlife Compensation Program
AMO	"	GHD Digital: Barrier free website builder
ISED Canada	Jan 10	Prime Minister's Awards nomination deadline
AMO	"	Councillor Training at the ROMA conference
Health Unit	"	Local Vaccine Status Report – Jan. 10
Town of Prescott	"	Res: Extension of the Ontario Staycation Tax Cut



# RESUMÉ

of *correspondence*

January 18<sup>th</sup>, 2023

FROM	DATE	SUBJECT
SG Chamber of Commerce	Jan 11	Business after 5 – January 17 @ 5:00 pm
Luc Lafontaine	Jan 12	Proposed project Cardinal – Iroquois bike and pedestrian path
AMO	"	Watchfile
SNC	"	Memorandum: "Report a Concern" Online form
Town of Prescott	Jan 13	Motions of Support: Federal Cannabis Act Review
AMO	"	New training dates for Indigenous Community Awareness
SG Food Bank	"	Request for funding: Non-profit agency networking event
AMO	"	Take advantage of Councillor Training at ROMA Conference
Health Unit	"	Media Release: National non-smoking week – Jan. 15-21
AMO	Jan 16	Policy Update: Call for Provincial Action: Property Assessments
AMO	"	GHD: Barrier Free Website Builder
Health Unit	Jan 17	Local Vaccine Status Report: Jan. 17
ROMA	Jan 18	Help Maximize Coverage of Rural Municipal Priorities

# RESUMÉ

of *correspondence*

January 25<sup>th</sup>, 2023

FROM	DATE	SUBJECT
AMO	Jan 19	Watchfile
UCLG	"	Celebrating Early Childhood Education
City of Kitchener	Jan 20	Res: OBCM Bill 23, More Homes Built Faster Act, 2022
AMO	Jan 23	GHD Digital: Barrier Free Website Builder
Min. of Agri, Food, Rural Affairs	"	Letter from Honorable Lisa Thompson
UCLG	Jan 24	Economic Development eNews – Jan. 24
AMO	"	Reminder for Applications- 2022-2024 AMO Board of Directors
OMAFRA	"	Updates from our Community Economic Development Unit
AMO	"	Policy Update
Health Unit	Jan 25	Local Vaccine Status Update: Jan. 24, 2023

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

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

• Report dated December 12 (2022-190)	\$4,793.18
• Report dated December 15 (2022-191)	\$287,493.24
• Report dated December 21 (2022-195)	\$301,795.65
• Report dated December 22 (2022-196)	\$777,297.68
• Report dated January 2 (2023-199)	\$135,903.11
• Report dated January 18 (2023-008)	\$246,171.80
• Report dated January 19 (2023-011)	\$203,971.00
• Report dated January 25 (2023-014)	\$189,268.11

**TOTAL: \$2,146,693.77**

☐ Carried   ☐ Defeated   ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

Date Printed  
12/12/2022 3:29 PM

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00190 to 2022-00190

Page 1

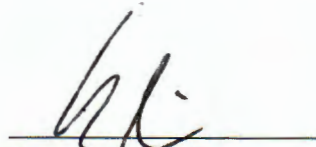
Bank Code - AP - REVENUE FUND

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Denise Armstrong				
	Dec 9, 2022		Refund ZBA application less permi	1,905.00	1,905.00
PP -	Classic Trophies & Gifts				
	4046		adm/council-name tags	177.98	177.98
PP -	Ministry of Transportation				
	Jun-Oct 2022		MTO ARIS	66.00	66.00
PP -	Lloyd McMillan Equipment Ltd.				
	33975		wwtp-sewerline replacement-Victori	2,644.20	2,644.20
Total Proposed Payments:					4,793.18

Total AP: 4,793.18

Certified Correct This Monday, December 12, 2022

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

Bank Code - EFT - electronic funds transfer

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>Universal Supply Group 3735</b>				
		964-393545	wwtp -battery core deposit	-50.22	
		964-396692	wwtp - ag belt	76.82	
		964-396760	pw- fuel filter	6.99	
		964-397828	pw-shop supplies	309.08	
		964-398067	pw-shop towels	328.65	
		964-398655	cardinal sanitary bio filter belt	33.89	705.21
PP -	<b>United Counties Of Leeds &amp;</b>				
		INV 20237	Adm-compliance audit 2022	305.04	
		IVC 06618	pw - road signs 2022 insp	340.09	645.13
PP -	<b>Ultramar</b>				
		05466141707310	pw-1921.3L Clear diesel-Dish	4,526.69	
		03916792707311	pw-2509.5L dyed diesel cty22	5,735.27	
		03916804707312	pw 1313.10L clear diesel cty22	2,901.58	
		03916807707313	pw 2728.10L clear diesel cty22	5,713.88	18,877.42
PP -	<b>Top Graphics Design Inc.</b>				
		9761	Rec-Swim Team	296.63	
		9762	Rec-satff clothing/pw-jackets,bldg-	1,344.59	1,641.22
PP -	<b>Thompson Timber Mart</b>				
		J20528	pw-sidewalks markers	77.97	
		J20676	pw-mailbox	25.19	
		J20675	pw-posts&fence spikes for mailbox	83.60	186.76
PP -	<b>Tenaquip Ltd.</b>				
		14953411-00	fd- saw blades	197.11	
		14994033-00	wwtp - latex gloves / garb bags	267.84	464.95
PP -	<b>G. Tackaberry &amp; Sons</b>				
		G-0081776	pw- cross culvert - Connell rd	3,067.83	3,067.83
PP -	<b>Strongco Limited Partnership</b>				
		92254791	pw - fulaty coil pressure sensor vol	4,503.27	
		92260046	pw- gas spring volvo	246.83	4,750.10
PP -	<b>Spencerville Home Hardware</b>				



# Township of Edwardsburgh/Cardinal

## List of Accounts for Approval

Batch: 2022-00191 to 2022-00191

### PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		80431		31.14	
		80456	lagoon cable ties	9.03	
		80509	Rec-misc parts	3.38	
		80513	Rec- misc supplies	1.34	
		80536	Rec- cleaning supplies	108.98	
		80553	Rec - lights bulbs	39.87	
		80602	adm-lights	11.27	
		80605	pw-mailboes - stock	266.37	
		80606	Rec- misc supplies	36.14	
		80616	Rec- supplies	31.62	
		80670	Waste-Garbage bags	10,874.67	
		80685	Rec- plumbing supplies	7.56	
		80694	Rec- light bulb replacement	50.82	
		80701	Rec- misc parts	63.23	
		80561	pw - nozzles and bolts	72.85	
		80732	lagoon lube oil	56.49	
		80782	Rec- misc supplies	21.87	
		80790	Rec- misc supplies	14.68	
		80804	pw - garbage bags	161.00	
		80810	lagoon - nuts/bolts	17.57	
		80824	fd- drill/battery	430.99	
		80724	Adm-cleaning supplies	12.42	
		80763	Rec- Misc supplies	31.63	
		80806	Adm- door stopper	4.51	12,359.43
PP -	<b>South Nation Conservation</b>				
		IN25465	plan-ZBA Renew 1403 Ctr Rd 2	400.00	
		IN25466	Plan-ZBA Review for 2017 CR 2	400.00	
		IN25467	Plan-ZBZ review for 2062 CR22	400.00	1,200.00
PP -	<b>Vincera Kennels</b>				
		486671	Nov 2022 Pound fees	1,400.00	1,400.00
PP -	<b>Smartcell Communications Inc</b>				
		KINBIIN3328	pw - cell phone replacment J. Simz	168.98	
		KINBIIN3388	Rec- upgraded Lead hand phone	214.58	383.56
PP -	<b>Secureway</b>				
		1631622	fd - fire alarm systems insp annual	954.85	
		1631422	Rec- spencerville arena	1,027.17	
		16315222	Rec - cardinal arena	954.85	
		1669022	Rec-Spencerville Arena	1,254.30	
		1672122	fd- fire alarm repairs	542.40	4,733.57
PP -	<b>Sani Gear Inc</b>				
		11380	fd - annual gear cleaning	656.32	656.32
PP -	<b>Sands</b>				
		00714214	fd face masks	69.90	69.90
PP -	<b>Safesidewalks Canada Inc.</b>				
		EL20227	pw - 2022 sidewalk repairs	12,430.00	12,430.00
PP -	<b>Rush Truck Centres of Canada</b>				
		3030132824	pw-egr valve repairs T6	6,549.20	6,549.20
PP -	<b>Riverside Pontiac Buick Ltd.</b>				
		325227	Rec- Truck tires for Mikes Truck	1,136.78	1,136.78
PP -	<b>R &amp; D Dairies Ltd</b>				



**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		999.B219214	Rec Canteen Supplies	61.30	
		999.B219446	Rec Canteen Supplies	93.70	
		999.B219662	Rec Canteen Supplies	65.54	
		999.B219888	Rec Canteen Supplies	54.72	
		999.B8220289	Rec Canteen Supplies	48.92	
		999B.220105	Rec Canteen Supplies	66.24	390.42
PP -	<b>J. Quattrocchi &amp; Co Ltd</b>				
		00761632	Rec- canteen supplies	922.32	
		00761875	Rec - credit canteen supplies	-38.22	
		00762296	Rec- canteen supplies	521.34	
		00762301	Rec- canteen supplies	699.08	2,104.52
PP -	<b>Purolator Courier Ltd.</b>				
		451963134	adm-courier services	57.45	
		452017638	adm/plan/bylaw couriers	44.57	
		452069697	adm/pw/fd - couriers	37.99	
		452136505	pw/adm - couriers	13.48	
		452172920	wwtp - parts costs	5.25	
		452247159	fd- Pager repairs/Recbecca's desk	21.00	
		452192510	Reg General	14.41	
		00763601	Rec- Cleaning Supplies	891.16	1,085.31
PP -	<b>Selleck Truck &amp; Trailer Repair</b>				
		503194	wtp - repair backwash water piping	2,172.65	
		125286	pw- tire repairs Volvo	267.14	2,439.79
PP -	<b>Waterfront Regeneration</b>				
		01-2023	2023 WRT Membership	500.00	500.00
PP -	<b>Westburne Ontario</b>				
		2958736	wtp-batteries for trojan UV	133.75	133.75
PP -	<b>Willis Kerr Contracting Ltd.</b>				
		121765	pw-stone	238.74	238.74
PP -	<b>Ketchum Manufacturing Inc.</b>				
		436793	admin - 2023 Dog Tag	237.30	237.30
PP -	<b>Future Office Products</b>				
		FOP210367	admin shredder annual contract	282.50	
		FOP210721	admin copier contract Nov	599.10	881.60
PP -	<b>R. Thurston Technologies</b>				
		12083	fd-pager repairs	109.38	109.38
PP -	<b>Jacob McPhail-Monty,</b>				
		Dec 8 , 2022	D Drivers Test	99.00	99.00
PP -	<b>Erika MacDonald</b>				
		Dec 12, 2022	fd- Bootcamp/Halloween Supplies	54.31	54.31
PP -	<b>Jeff Hopkins</b>				
		Dec 14 2022	Rec Candy for Skate/Canteen Sup	256.50	256.50
PP -	<b>Fabco Plastics Wholesale Ltd.</b>				
		20305778-00	wtp -plumbing supplies	154.89	
		20305726-00	wtp-valves	206.58	
		047152	pw-tire repair T22-1	16.95	378.42
PP -	<b>Eric Wemerman</b>				
		Dec 5 2022	lagoon-voltage meters	48.82	
		Dec 6 2022	wwtp- office supplies	12.99	61.81
PP -	<b>KrisAlis Inc.</b>				
		569808	Rec- Repair Broken glass	1,958.29	1,958.29

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
PP -	<b>Jarret Crich</b>			
	Dec 2022	Rec- helmet for ice work	62.14	62.14
PP -	<b>Rideau St. Lawrence Utilities</b>			
	Dec 1, 2022	Water bill pd error Parvesh 801 Ct	53.12	
	22-039	w/s billing Jul-Sep 2022	9,622.91	9,676.03
PP -	<b>Evans Printing Ltd.</b>			
	30693	Council Business Cards	536.75	
	30712	adm-S. Nicholson Business Cards	101.70	638.45
PP -	<b>Teri Brown</b>			
	Dec 2022	Adm-T.Brown & Spouse Eye Glass	839.94	839.94
PP -	<b>White's Wearparts Ltd.</b>			
	0000139123	pw- plow blade & guard kit T20-3	596.46	596.46
PP -	<b>Burchell's Home Hardware</b>			
	44528	fd- batteries/ stn supplies	127.02	
	44564	pw-Safety boots/rust coat paint/suq	433.12	
	44514	wwtp - shop vac/shovel	325.04	885.18
PP -	<b>TRS Heating &amp; Cooling Ltd.</b>			
	332433504	Lib- Furance Inspection	213.57	
	33471400	lib - furance Inspections	383.07	
	33242390	Adm-Fall inspection on boilers	726.14	1,322.78
PP -	<b>STELEM a Division of EMCO Corporati</b>			
	093041 S	wtp -hydrant repairs	1,483.63	1,483.63
PP -	<b>Drummond's Gas</b>			
	2472876	Rec Truck fuel	110.60	
	2472886	Rec- truck fuel	56.98	
	2472194	pw - fuel T22-1	101.00	
	2472202	fd- fuel T2	231.74	
	2472215	fd-fuel R1	170.00	
	2472218	pw- fuel T22-1	127.01	
	2470788	fd- fuel T9	103.00	
	2472248	fd- fuel T3	205.00	
	2472263	pw-fuel T22-1	131.00	
	2472279	pw-fuel T22-1	115.00	
	2472334	fd- fuel T9	140.00	
	2472329	pw- fuel T19-1	99.00	
	2472293	pw- fuel T22-1	123.00	
	2472313	pw - fuel T22-1	111.01	
	2472858	pw - fuel T1	108.95	
	2472883	pw-fuel T22-1	118.00	
	2472889	fd- fuel T9	102.00	
	2472929	fd- fuel T9	132.00	
	2472938	fd- fuel P1	115.60	
	2472940	fd- fuel R1	103.87	2,504.76
PP -	<b>Dwane Crawford</b>			
	Oct 2022	Oct 2022 Mileage	315.00	
	Nov 2022	Nov 2022 Mileage	300.00	615.00
PP -	<b>TNT Dynamite Signs</b>			
	335385B	Covid Signs	423.75	
	335595	Signs for No ATV or Bikes	197.02	
	336008	Covid Rental Signs	508.50	
	336886	Adams Cemetery Sign	593.25	1,722.52



**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>Jennifer Durant</b>				
	Nov 25, 2022		Rec- Fitness Class Instructor	360.00	360.00
PP -	<b>Postmedia Network Inc</b>				
	749296		Plan-Public mtg zoning bylaw ame	423.75	
	750825		Planning ZBA Malomson/HFI	962.76	
	752467		Adm- TD Awareness Adv	452.00	1,838.51
PP -	<b>Marley Perrin</b>				
	Nov 2022		Nov 2022 Cleaning	600.00	600.00
PP -	<b>O'Reilly's Independent Grocer</b>				
	06 0457		fd- cleaning supplies	47.75	47.75
PP -	<b>OnServe</b>				
	64332		IT contract services Nov 2022	3,450.09	
	64397		Adm-Server 1 yr warranty ext	1,854.76	
	64466		IT contract services Dec 2022	3,593.52	8,898.37
PP -	<b>Fire Marshal's Public Fire</b>				
	FD20030016		annual membership 2023	100.00	
	IN161470		fd- fire prev materials	243.02	343.02
PP -	<b>Falcon Security Co.</b>				
	1000080869		pw-annual renewal Pittston	271.20	
	1000081293		wtp - annual alarm insp	578.00	849.20
PP -	<b>Emond Harnden LLP</b>				
	227141		adm- HR review	852.02	852.02
PP -	<b>Elster Solutions Canada</b>				
	5261550759		wtp transponder	858.89	858.89
PP -	<b>Eastlink</b>				
	19140865		pw/fd phone	204.37	
	19279952		pw/fd phone	393.96	598.33
PP -	<b>Eastern Ontario Water</b>				
	1148984		fd- drinking water	41.25	
	1151331		fd - water	50.15	91.40
PP -	<b>Drain-All Ltd.</b>				
	INV37245		pw - pump wast separators	5,534.31	
	INV37246		pw-pump/flush culvert&catch basir	5,297.80	10,832.11
PP -	<b>Davie Deline</b>				
	Oct 2022		cleaning for Oct 2022	1,225.00	1,225.00
PP -	<b>Dave's Reliable Signs Ltd.</b>				
	24224		pw - wildlife signs replacement	339.00	339.00
PP -	<b>Canadian Union Of Public</b>				
	Dec 2022		Nov 2022 Union dues collected	680.00	680.00
PP -	<b>Vicki Cucman</b>				
	Nov 26, 2022		fd - supplies	58.16	
	Dec 09, 2022		fd/pw-V. Cucman Eye Glasses	450.00	
	Dec 9, 2022		fd- registration T1	35.00	543.16
PP -	<b>Crane Supply</b>				
	14-308809		storm - PVC sewer pipe	344.65	344.65
PP -	<b>Coville Electric</b>				
	5741		pw - thermostat repair Pittston	860.32	860.32
PP -	<b>Cornwall Gravel Co. Ltd.</b>				
	125213		pw-entranceway culvert/stock gran	818.75	
	125455		pw- Culvert Rooney Road	2,871.63	3,690.38
PP -	<b>Coca-Cola Refreshments Canada</b>				

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		15176203219	Rec - Canteen Supplies	2,061.55	
		15176203222	Rec - Canteen Supplies	1,619.41	3,680.96
PP -	<b>Capital Controls</b>				
		86628	wtp replaced filter	898.07	898.07
PP -	<b>Caduceon Enterprises Inc.</b>				
		22-17491	lagoon testing	84.52	
		I-22-0000497	rec- Spen Library	41.76	
		I22-000498	fd - testing	41.76	
		I22-000499	rec-Spen Arena	41.76	
		I22-000500	adm- testing municipal office	41.76	
		I22-000502	rec- south centre testing	41.76	
		I22-000504	wtp testing	389.71	
		I22-000503	ind park testing	95.63	
		I22-000888	ind park testing	83.53	
		I22-000889	wtp testing	389.71	
		22-19121	wwtp-testing	2,134.84	
		22-19122	lagoon - testing	88.10	
		22-19123	wtp-testing	324.15	
		I22-001135	wtp - testing	779.43	
		I22-001136	ind park testing	167.06	4,745.48
PP -	<b>Brandt Tractor Ltd</b>				
		CS51272	pw - PM T19-4	203.40	
		CS51280	pw-PM T20-3	225.77	
		CS51290	pw - PM Insp T5	305.10	
		CP199794	pw - rebuild fuel pump GII	1,836.54	
		CS51319	pw- dickey john repairs T19-4	101.70	
		CP199881	pw- seat T6	1,333.34	
		CP199882	pw - seat T7	1,333.34	
		CS51323	pw-faulty alternator T6	1,038.92	
		CP199939	pw - new seat T6	1,333.34	
		CS51223	pw- tarp relay repairs&wiring T5	1,220.46	
		CS51346	pw - broken bolt repairs T 20-8	610.20	
		CS51363	pw - PM T20-8	232.76	
		CS51375	pw - PM - T7	228.47	10,003.34
PP -	<b>Black &amp; McDonald Limited</b>				
		70-1364723	wwtp-monthly PM	406.89	406.89
PP -	<b>Beach Home Hardware</b>				
		903639-1	Rec KC 2001 Generator	790.99	
		906772-1	Rec- gas for blower	12.42	
		906811-1	Rec - leaf blower	1,050.89	1,854.30
PP -	<b>Abell Pest Control Inc.</b>				
		A561279	Monthly pest control	80.98	
		A4593967	contract pest control	83.50	
		A4505061	contract pest control	83.50	247.98
PP -	<b>G T Automotive</b>				
		047016	wtp - vehicle expenses	45.20	
		047022	ind park water vehicle expense	56.50	
		047030	lagoon - winter tires mounted	53.23	154.93
PP -	<b>T.A.S. Communications</b>				
		0000366662	Rec-Call in Service	196.06	196.06
PP -	<b>Gordon Signs</b>				

**Township of Edwardsburgh/Cardinal**  
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		1986	Bypass signs	305.10	305.10
PP -	<b>Greer Galloway Consulting Eng</b>				
		26761	storm-prof services Oct 2022 Sp D	7,074.20	
		26762	storm-prof services-Oct 2022 Jtow	19,310.89	26,385.09
PP -	<b>Novatech</b>				
		1033821	plan-general planning	1,098.08	
		1033992	Planning - general	464.43	1,562.51
PP -	<b>Nine Mile Repair Inc</b>				
		593	pw - tackless blade repairs # 2	2,373.00	2,373.00
PP -	<b>Morrisburg Plumbing &amp; Heating</b>				
		24246	wwtp- trouble shoot sensor	510.20	
		24501	wwtp- re/re controller/bearing assy	1,314.74	1,824.94
PP -	<b>Michelin North America (Can)</b>				
		DA0009106318	pw- 8 tires T6	7,864.80	7,864.80
PP -	<b>Martin &amp; Levesque</b>				
		2196548	fd - station wear	22.60	22.60
PP -	<b>Mark's Commercial</b>				
		213951	wwtp/wtp- safety boots	437.29	437.29
PP -	<b>Mac's Convenience Store Inc.</b>				



**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		147672	Rec - truck fuel	66.28	
		147673	lagoon - fuel	117.00	
		147674	Rec- truck fuel	105.30	
		147675	pw- fuel T1	134.01	
		147676	ind park fuel	112.01	
		147677	Pw-fuel T1	126.00	
		147678	pw-fuel T1	100.16	
		147679	ind park fuel	115.41	
		147680	rec - truck fuel	99.87	
		147681	lagoon - fuel	118.01	
		147682	pw-fuel T1	148.00	
		147683	Rec- truck fuel	118.80	
		147685	pw-fuel T19-1	118.00	
		147686	Rec- Truck fuel	100.03	
		147688	Wmpps -fuel	104.35	
		147689	ind park fuel	89.88	
		147690	wmpps- fuel	110.00	
		147691	Rec Truck fuel	30.53	
		147693	Rec - truck fuel	113.98	
		147694	pw - fuel T1	135.01	
		147698	Rec - truck fuel	105.25	
		147699	pw - fuel T19-1	125.00	
		147700	pw-fuel T22-1	112.01	
		147701	rec- truck fuel	109.17	
		147692	ind park fuel	92.71	
		147696	ind park fuel	96.98	
		142040	pw -fuel T1	102.00	
		754461	pw - Road Closure Ad	1,952.52	
		142044	ind park - fuel	80.00	
		142047	pw - fuel T19-01	99.01	
		142049	wmpps-fuel	107.31	
		142050	pw- fuel T22-1	54.01	
		142051	Rec- Truck Fuel	113.97	
		142052	pw -fuel T1	63.00	
		142055	Rec- truck fuel	84.25	
		142057	ind park fuel	91.47	
		142042	pw- fuel T1	113.01	
		142043	pw fuel T22-1	96.00	
		142046	pw- fuel T22-1	90.00	
		142045	Rec - truck fuel	82.83	
		142048	Rec- truck fuel	143.73	6,076.86
PP -	<b>M&amp;L Supply Fire &amp; Safety</b>				
	014422	fd-Port a Tank		2,768.50	2,768.50
PP -	<b>Limerick Environmental Svcs</b>				
	2022-2533	bin pickup transfer site		2,841.69	2,841.69
PP -	<b>Wayne Lefebvre</b>				
	Nov 2022	pw - benefits glasses -self		533.48	533.48
PP -	<b>King Edward Auto Parts</b>				



**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		6029-225970	pw - nuts/bolts/towels	730.06	
		6029-225989	pw-gasket	13.13	
		6029-225865	pw- truck wash	29.67	
		6029-227211	pw-plow lights stock	808.12	
		6029-227219	pw - plow light stock	145.59	
		6029-227061	pw-washer fluid stock	196.11	
		6029-227498	pw- shop - stock	660.43	
		6029-227241	pw - 14 GA Cable - stock	90.40	2,673.51
PP -	<b>Jp2g Consultants Inc</b>				
		36770	Waste Disp Scott Road Consult	4,721.68	
		36771	Waste Disp Pittston Road Consult	6,936.87	
		37022	Waste Disp Pittston Road Consult	2,664.01	14,322.56
PP -	<b>Joe Computer</b>				
		173468	Nov Internet Services	138.99	
		175255	Dec Internet Services	138.99	277.98
PP -	<b>Island City Training &amp; Service</b>				
		208	bylaw enforcement Nov 2022	1,644.15	1,644.15
PP -	<b>IN Engineering &amp; Surveying</b>				
		S02909	pw - Mr Mann Survey Pin	868.00	868.00
PP -	<b>Ideal Pipe</b>				
		478454	pw - cross culvert Connell Rd	10,438.52	10,438.52
PP -	<b>Hydrasurvey Ltd</b>				
		2211-02	lagoon sludge survey	9,018.53	9,018.53
PP -	<b>Roger Huttman</b>				
		Nov 2022	Nov 2022 Mileage	706.80	706.80
PP -	<b>Howard Campbell &amp; Sons Ltd.</b>				
		MR175	portable rental transfer site	120.00	
		MR279	portable rental transfer site	120.00	
		P44286	Rec-pump out house	150.00	
		P44285	Rec - pump out houses	75.00	
		MR365	portable rental transfer site	120.00	585.00
PP -	<b>HGC Management Inc</b>				
		46424	w/d contract collection Nov	31,416.35	31,416.35
PP -	<b>Hansler Smith Limited</b>				
		5722054	rec-cleaning supplies	107.75	
		5722158	Rec-cleaning supplies	326.63	
		5722236	Rec-garbage bags	219.16	
		5725045	Rec - cleaning supplies	753.54	
		5725046	Rec- cleaning supplies	502.49	
		5725077	Rec-cleaning supplies	219.60	
		5725612	Rec Cleaning supplies	148.83	
		5725613	Rec-cleaning supplies	148.83	
		5726197	Rec- Cleaning Supplies	237.87	2,664.70
PP -	<b>Grand &amp; Toy</b>				

**Township of Edwardsburgh/Cardinal**  
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Batch: 2022-00191 to 2022-00191

**PROPOSED PAYMENTS**

Payment #	Vendor Name		Invoice Amount	Payment Amount
	Invoice #	Reference		
	T446814	adm-kitchen supplies and paper	113.93	
	T467263	fd- copy paper	69.95	
	T468748	adm-white board, markers, etc	78.37	
	T480481	adm-counter printer ink	83.82	
	T491665	adm-kleenex/binders/paper	163.01	
	T516040	pw/fd/adm-supplies	296.22	
	T516041	pw-stationery	18.00	
	T516082	adm-desk calendars/paper	109.93	
	T523686	adm-kitchen supplies	23.81	
	T536218	pw - stationery	19.62	976.66
PP -	<b>World Water Operator Training Compa</b>			
	ORD707		331.09	331.09
Total Proposed Payments:				287,493.24

Total EFT: 287,493.24

Certified Correct This Thursday, December 15, 2022

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00195 to 2022-00195

Bank Code - PAD - Preauthorized Debit

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>Rideau St Lawrence</b>				
	464-00 10-22		wwtp-4000 John	6,096.72	
	450-00 11-22		wtp-water tower	42.26	
	435-00 11-22		wwtp-172 Henry	107.60	
	370-00 11-22		wwtp-adelaide	226.93	
	430-00 11-22		wtp-2000 Dundas	1,032.09	
	270-00 11-22		pw-cardinal streetlights	1,678.17	
	119-01 11-22a		ind park water	7,712.48	
	464-00 11-22		wwtp-4000 John	5,202.95	
	505-01 11-22		Rec - Dishaw W & H	12,728.73	34,827.93
PP -	<b>Township of Edwardsburgh/Cardi</b>				
	PP 25 2022		PP 25 2022 Payroll Clearing	157,649.75	157,649.75
PP -	<b>Telus Mobility</b>				
	39265058 11-22		adm-Nov 2022 Hot Spot Phone	943.75	943.75
PP -	<b>Royal Bank Visa</b>				
	8356 11-22		D. Grant RBC Visa Nov 2022	472.90	
	8584 11-22		M.Spencer RBC Visa - Nov 2022	1,123.24	1,596.14
PP -	<b>TNT Dynamite Signs</b>				
	334945		Covid signs	253.91	
	335124		Covid Shield protectors	368.71	
	335384		covid signs for skaters	131.35	
	335385a		covid Signs	120.34	874.31
PP -	<b>Workplace Safety &amp; Insurance</b>				
	Nov 2022		Oct 2022 Premium	5,556.94	5,556.94
PP -	<b>Union Gas Limited</b>				
	72687 6 11-22		es-70 Adelaide St	53.99	
	72598 5 11-22		Library - 618 Cty Rd 2	154.46	
	21619 4 11-22		24 Sutton Drive - Jtown	234.52	
	72780 5 11-22		pw-4035 dishaw card shop heat	314.20	
	69531 2 11-22		fd- 4035 Dishaw St.- stn 2	578.36	
	44787 6 11-22		wtp-legion way	865.18	2,200.71
PP -	<b>Superior Propane</b>				
	41477461		rec - 4050 Dishaw St	87.21	
	41477462		22 Sloan Street	87.21	
	41515310		rec - 4050 Dishaw St	19.78	
	41553367		5 Henderson St	380.36	
	41553366		Twp Office Propane	1,094.72	
	41553365		6055 County Rd #44	1,288.03	
	41573797		22 Sloan Street	58.07	
	41573796		rec - 4050 Dishaw St	174.21	3,189.59
PP -	<b>Sun Life Financial</b>				
	Dec 2022		Monthly Premiums	21,293.65	21,293.65
PP -	<b>Receiver General For Canada</b>				
	PP 24 2022 PT		PP 24 2022 PT source deduction	3,403.50	
	PP 24 2022 FT		PP 24 2022 FTsource deductions	26,302.87	29,706.37
PP -	<b>Ontario Municipal Employees</b>				
	Nov 2022		Nov 2022 contributions/Employ	34,341.76	34,341.76
PP -	<b>Minister Of Finance</b>				
	Dec 2022		Nov 2022 EHT premium	4,168.69	4,168.69



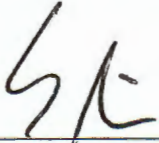
**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00195 to 2022-00195

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>LBC Capital</b>				
	2192052		copier lease	183.06	183.06
PP -	<b>Hydro One Networks Inc.</b>				
	62670 11-22a		wwtp-flett st	42.25	
	25495 11-22		spencerville library	116.85	
	03696 11-22		fd stn 1	486.41	
	84483 11-22		pw- Sophia St	7.44	
	53082 11-22		lagoon 2803 CR 21	40.38	
	32562 11-22		lagoon 4 Charles	41.11	
	24430 11-22		ball diamonds	79.65	
	27613 11-22		admin-townhall	580.71	
	41324 11-22		parks-CR44 clock	48.90	1,443.70
PP -	<b>Canadian National Railway Co.</b>				
	91657314		pw - crossing maintenance	653.00	653.00
PP -	<b>Bell Canada</b>				
	657-4468 11-22		wtp-water plant Nov 2022 Phone	118.42	
	925-5822 10-23		south centre J.Town	120.33	
	657-3210 11-22		cardinal arena	126.95	
	657-4606 11-22		pw-Pittston shop	134.66	
	657-4850 11-22		wwtp-John St	167.60	
	657-3765 11-22		wwtp-John st	345.28	
	543665566 11-22		Adm/fd/pw/rec - internet Split	345.60	1,358.84
PP -	<b>RBC Loan 21655469008</b>				
	Dec 9, 2022		JR-DR drain loan	1,331.00	1,331.00
PP -	<b>Scotiabank</b>				
	Dec 12, 2022		Recreation Truck Loan Payment	476.46	476.46
Total Proposed Payments:					301,795.65

Total PAD: 301,795.65

Certified Correct This Tuesday, December 20, 2022

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00196 to 2022-00196

Bank Code - EFT - electronic funds transfer

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>Compass Minerals Canada</b>				
		1080607	pw - winter salt	9,789.74	
		1081237	pw- winter salt	4,935.70	14,725.44
PP -	<b>Westburne Ontario</b>				
		2995206	lagoon - fuses	98.25	98.25
PP -	<b>Ultramar</b>				
		03916792707314	pw-2457.10L dyed diesel cty22	4,735.36	
		03916804707315	pw 755.1L clear diesel cty22	1,532.03	
		06828224707316	wtp-fuel generator 365.3L	758.33	7,025.72
PP -	<b>Steve Polite Sand &amp; Gravel</b>				
		18183	pw - sand stock pile	339.00	339.00
PP -	<b>Spencerville Home Hardware</b>				
		80861	lagoon gloves	16.37	
		80871	pw - sledge hammer	67.79	84.16
PP -	<b>Purolator Courier Ltd.</b>				
		452226868	wwtp-shipping expense parts	11.94	
		452303073	adm-dog tags courier	6.54	18.48
PP -	<b>Postmedia Network Inc</b>				
		765690	Adm-TD Awareness Ad&twp holiday	631.67	631.67
PP -	<b>Mac's Convenience Store Inc.</b>				
		142054	pw - fuel T1	109.00	
		142058	wmpss-fuel	113.00	222.00
PP -	<b>Landmark Municipal Services</b>				
		2022-213	cardinal water - ROV Water Tower	6,158.50	6,158.50
PP -	<b>Hach Sales &amp; Service Canada Lt</b>				
		308837	wtp-chlorine	548.42	548.42
PP -	<b>Greer Galloway Consulting Eng</b>				
		26892	storm Spen Drainage Nov 2022	1,017.00	
		26893	storm prof services Nov 2022	27,036.70	28,053.70
PP -	<b>Grand &amp; Toy</b>				
		T533900	cardinal water apc backup	506.23	506.23
PP -	<b>Brandt Tractor Ltd</b>				
		CS51432	pw- new seat/air leak repairs T19-	2,255.83	
		CS51439	pw - seat and installtion T7	1,681.93	
		CP200752	pw- seat credit T7	-1,333.34	2,604.42
PP -	<b>Benson Pools</b>				
		9937	rec- drafting of RFP	2,825.00	2,825.00
PP -	<b>Waste Connections of Canada</b>				
		7150-0000409968	w/d bins Nov	1,849.77	
		7150-0000410736	wwtp-sludge removal	246.91	2,096.68
PP -	<b>GIP Paving Inc</b>				
		865993	storm-jtown drainage PB # 2	640,746.17	
		866857	storm Spen Drainage PB # 4	66,818.42	707,564.59
PP -	<b>Roger Huttman</b>				
		Dec 2022	Dec 2022 Mileage	222.27	222.27
PP -	<b>Coville Electric</b>				
		5902	pw-repairs 7 Mary	3,573.15	3,573.15
				Total Proposed Payments:	777,297.68



Date Printed  
12/22/2022 11:16 AM


**Township of Edwardsburgh/Cardinal**  
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Total EFT: 777,297.68

Certified Correct This Thursday, December 22, 2022

  
\_\_\_\_\_  
Sean Nicholson, Treasurer

  
\_\_\_\_\_  
Dave Grant, CAO

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2022-00199 to 2022-00199

Bank Code - PAD - Preauthorized Debit

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
Invoice #				
PP -	<b>Rideau St Lawrence</b>			
	250-00 11-22	cardinal pool	32.65	
	502-00 11-22	ball diamond Cardinal	32.73	
	290-00 11-22	parks-1700 Dundas	38.84	
	496-00 11-22	wwtp-417 Hwy2	41.36	
	504-00 11-22	parks 1800 Dundas	44.14	
	501-00 11-22	fd stn 2	160.70	
	500-01 11-22	cardinal library	261.78	
	231-00 11-22	pw-4035 Dishaw	756.88	1,369.08
PP -	<b>Hydro One Networks Inc.</b>			
	71283 11-22	lagoon- 1 Spencer	171.66	
	02595 11-22a	spencerville arena	2,046.70	
	19876 11-22a	spencerville arena	7,871.74	
	03768 12-22	ball diamond	35.92	
	16052 12-22	johnstown pool	67.31	
	77395 12-22	south centre	292.96	
	64439 12-22	wwtp-3207 Windmill	1,511.88	
	14330 12-22	St Lights Var Dec 2022	874.08	
	10647 12-22	pw-Pittston Shop	414.23	
	18196 12-22	lagoon-2301 RD 21	181.06	13,467.54
PP -	<b>Royal Bank Visa</b>			
	5988 10-22	G Shaw RBC visa Oct 2022	-89.79	
	5988 11-22	G Shaw RBC visa Nov 2022	1,173.25	
	2095 11-22	R.Williams RBC visa Nov 2022	1,918.69	
	5012 11-22	S.Nicholson Nov 2022	122.24	
	2745 12-22	B. Moore RBC Visa Nov 2022	783.69	3,908.08
PP -	<b>Bell Canada</b>			
	658-2141 12-22	spencerville arena	119.66	
	658-3001 12-22	fd/pw- phone split	147.91	
	658-3055 12-22	admin	494.37	
	536626539 12-22	Cardinal Arena internet	56.44	818.38
PP -	<b>Canadian National Railway Co.</b>			
	91662502	pw - crossing maintenance	653.00	653.00
PP -	<b>Reliance Home Comfort</b>			
	4422619 12-22	rec hot water heater rental	251.31	251.31
PP -	<b>Receiver General For Canada</b>			
	PP 25 2022 PT	PP 25 2022 PT source deduction	15,595.35	
	PP 25 2022 FT	PP 25 2022 FTsource deductions	20,165.10	35,760.45
PP -	<b>Superior Propane</b>			
	41752301	rec - 4050 Dishaw St	85.30	
	41752302	22 Sloan Street	113.73	
	41859943	rec - 4050 Dishaw St	55.92	
	41859944	22 Sloan Street	111.85	366.80
PP -	<b>Township of Edwardsburgh/Cardi</b>			
	PP 26 2022	PP 26 2022 Payroll Clearing	77,295.43	77,295.43
PP -	<b>Scotiabank</b>			
	Dec 28, 2022	Recreation Truck Loan Payment	476.46	476.46
PP -	<b>Telus Mobility</b>			
	16215291171	December 2022	1,536.58	1,536.58

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**Township of Edwardsburgh/Cardinal**  
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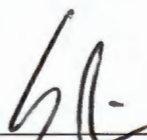
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
				Total Proposed Payments:	135,903.11

Total PAD: 135,903.11

Certified Correct This Saturday, December 31, 2022

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

# Township of Edwardsburgh/Cardinal

## List of Accounts for Approval

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Bank Code - EFT - electronic funds transfer

### PROPOSED PAYMENTS

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
Invoice #				
PP -	<b>Abell Pest Control Inc.</b>			
	A561279-01	Monthly pest control	80.98	
	A4621645	contract pest control	83.50	
	A561279-02	Monthly pest control	80.98	245.46
PP -	<b>Compass Minerals Canada</b>			
	1101004	pw - salt - cardinal	4,106.75	
	2022560CR	Credit - wrong vendor pd	-764.10	3,342.65
PP -	<b>Clean Water Works Inc.</b>			
	W27455	wtp - water break Meadowland	6,284.38	6,284.38
PP -	<b>Capital Controls</b>			
	86742	wtp -install turbidity analyzer	1,215.88	1,215.88
PP -	<b>Caduceon Enterprises Inc.</b>			
	22-20816	spen wastewater-lab testing 2022	88.10	
	22-20822	cardinal water - lab testing 2022	323.46	
	23-20	cardinal wastewater- lab testing 2C	2,502.90	
	I22-001742	ind park - testing	167.06	
	I22-001769	wtp-testing	807.26	3,888.78
PP -	<b>eSCRIBE Software Ltd.</b>			
	3900	Adm-Escribe Vote	3,559.50	3,559.50
PP -	<b>Xerox Canada Ltd.</b>			
	85658931	wwtp - copy charges	14.20	
	85673440	wwtp - copy charges	11.79	25.99
PP -	<b>Willis Kerr Contracting Ltd.</b>			
	122203	wtp- waterbreak - Meadowland/Dis	317.87	317.87
PP -	<b>Gordon Signs</b>			
	1990	wtp - federal funding signs	768.40	768.40
PP -	<b>Waste Connections of Canada</b>			
	7150-0000411953	w/d bins Dec	1,849.77	
	7150-0000412701	wwtp-sludge removal	246.91	2,096.68
PP -	<b>Universal Supply Group 3735</b>			
	964-399780	pw - air line/elec couplers	52.78	
	964-399950	pw - strobe light - H1	141.79	
	964-399953	pw - orager markers - H1	104.07	
	964-400003	pw - conv ex mirrors T5	216.93	
	964-400885	pw-mud flaps/led lights T20-08	349.09	
	964-400977	pw - impact driver	275.71	
	964-400980	pw-led lights H1	106.16	
	964-401232	pw - pigtailed/lamps	108.53	
	964-401530	pw - engine shampoo	359.32	
	Jan 2023	Planning Maps Zoning	290.79	
	964-401168	Rec- truck repairs	7.90	2,013.07
PP -	<b>Ultramar</b>			



**Township of Edwardsburgh/Cardinal**  
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		03916804707317	pw 1480.60L clear diesel cty22	3,281.73	
		0594213707318	pw-94.3L dyed diesel-6055 Cty Rd	191.65	
		03916804707319	pw 2545.1L clear diesel cty22	5,319.09	
		05466141707320	pw-1561.1L Clear diesel-Dish	3,274.06	
		05466141707321	pw-1167.9L Dyed diesel-Dish	2,330.65	
		03916807707322	pw 2648L clear diesel cty22	5,561.08	
		03916792707324	pw-718L dyed diesel cty22	1,434.85	
		03916792707325	pw-2035.5L dyed diesel cty22	3,766.44	25,159.55
PP -	<b>St. Lawrence Testing &amp;</b>				
		22D772	storm-Jtown drainage insp service	2,207.34	
		22D776	storm-Spen drainage - insp service	1,214.75	3,422.09
PP -	<b>Steve Polite Sand &amp; Gravel</b>				
		18217	wtg - waterbreak - mealadowland/di	1,502.90	1,502.90
PP -	<b>Spencerville Home Hardware</b>				
		78570	rec- building supplies	6.20	
		80895	lagoon - snow shovels	93.77	
		80896	fd- lamps - Stn #1	146.79	
		80961	rec- building supplies	13.55	
		80956	rec - building supplies	50.84	
		80978	pw - multi-meter - shop tools	67.78	
		80991	pw-mailboxes/hardware	86.69	
		81023	rec- water for cooler	6.00	
		81071	pw - shop supplies	49.44	
		81122	adm-garbage bags	55.91	
		81152	lagoon- jet pump	388.13	
		81155	lagoon- hex bushings/compound p	16.58	
		81127	Rec-building supplies	25.97	
		81143	Rec- building supplies	2.81	1,010.46
PP -	<b>Smartcell Communications Inc</b>				
		KINBIIN3451	pw - upgrade richard's cell phone	316.86	316.86
PP -	<b>Selleck Truck &amp; Trailer Repair</b>				
		125478	pw - tire repairs T6	261.31	
		125479	pw -tire repairs Volvo	213.32	
		125587	fd- battery cables - generator Stn #	72.55	
		125605	fd- tires T8	1,688.81	
		125606	fd- tires P4	2,670.19	
		125771	fd- brake repairs - T2	591.79	5,497.97
PP -	<b>Vincera Kennels</b>				
		186674	Dec 2022 Pound fees	1,400.00	1,400.00
PP -	<b>Selleck Mechanical</b>				
		503235	Spen Waste-Sluice Gate valve - C	15,194.15	15,194.15
PP -	<b>Weagant Farm Supplies Ltd.</b>				
		IB49891	Rec- Tractor Parts	338.36	
		IB41331	Rec- Tractor repairs to deck	1,689.47	2,027.83
PP -	<b>Home Sweet Home</b>				



**Township of Edwardsburgh/Cardinal**  
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		01-23	fd-Nov/Dec 2022-6055 Cty Rd 44	864.45	
		02-23	pw-Nov/Dec 2022 Lennox SR	518.67	
		03-23	Lagoon-Nov/Dec 2022- Cty Rd 21	259.34	
		04-23	Lagoon-Nov/Dec 2022- Charles St	172.89	
		05-23	Lagoon-Nov/Dec 2022-Spencer St	322.73	
		06-23	Rec-Nov/Dec 2022 -Spencerville A	778.01	
		07-23	Adm-Nov/Dec 2022-Twp Office - S	518.67	
		09-23	pw-Nov/Dec 2022-South St - SR	368.83	
		10-23	pw-Nov/Dec 2022-Spen St Rd Allo	276.62	
		11-23	Rec-Nov/Dec 2022-Library-SR	414.94	
		12-23	Lagoon-Nov/Dec 2022-Spencervill	484.09	4,979.24
PP -	<b>OnServe</b>				
	64582		IT contract services Jan 2023	3,618.87	3,618.87
PP -	<b>Eric Wemerman</b>				
	Jan 2023		wwtp-supplies	13.05	13.05
PP -	<b>Tenaquip Ltd.</b>				
	15089730-00		wwtp - lax gloves	174.99	174.99
PP -	<b>T.A.S. Communications</b>				
	0000367101		Rec-Call in Service	184.05	184.05
PP -	<b>Mark Simzer</b>				
	2023 01		wtp- Milage water break	73.38	73.38
PP -	<b>Robinson Consultants Inc</b>				
	0070725		agri drainage - Newport Tender Pr	8,350.33	8,350.33
PP -	<b>Rideau St. Lawrence Utilities</b>				
	23-009		ES- Fibre Optic Lease Jan-Dec 20	3,390.00	3,390.00
PP -	<b>John Buffet</b>				
	302		Bylaw- Dec 2022	1,270.00	1,270.00
PP -	<b>R. Thurston Technologies</b>				
	12110		Fd- pager repairs	147.95	147.95
PP -	<b>Wayne Lefebvre</b>				
	Jan 2023		pw-DZ License medical	100.00	100.00
PP -	<b>Howard Campbell &amp; Sons Ltd.</b>				
	MR434		portable rental transfer site	120.00	120.00
PP -	<b>Jeff Hopkins</b>				
	2023 01		Rec-Canteen Supplies	240.90	240.90
PP -	<b>G-Force Marketing</b>				
	AG5871		Adm-Assessment Roll Binder	241.35	241.35
PP -	<b>Evans Printing Ltd.</b>				
	30727		adm- Commissioner Stamp S. Nicl	96.05	
	30728		CBO - Dwanes Business Cards	101.70	197.75
PP -	<b>CGIS Spatial Solutions</b>				
	44927		Building - CGIS Software	1,834.89	1,834.89
PP -	<b>Tim Allen's Aerial Services</b>				
	22143		pw- tree removal - Froom Rd	2,260.00	
	22148		pw-tree removal Millar Road	2,260.00	4,520.00
PP -	<b>Novatech</b>				
	1034380		Planning-General Advisory	1,489.91	1,489.91
PP -	<b>Secureway</b>				
	1672322		fd- heat dectors repairs Stn #1	686.02	
	1697322		Adm-repair KABA Lock Townhall	365.50	1,051.52
PP -	<b>Schneider Electric Systems</b>				

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Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		915425036	wtp- SCADA material/software	21,660.74	21,660.74
PP -	<b>Rush Truck Centres of Canada</b>				
		3030546246	fd- def fluid	84.34	84.34
PP -	<b>Future Office Products</b>				
		FOP211429	admin copier contract Nov	564.71	
		FOP211031	adm- Jan-Mar 2023	94.36	
		FOP211030	pw/fd-photo copier	118.34	777.41
PP -	<b>Fire Marshal's Public Fire</b>				
		IN161519	fd-tex books - training course	289.11	
		ORD61183	fd- trianing material	2,373.63	2,662.74
PP -	<b>Firechek Protection Services</b>				
		5582	fd- semi annual compressor servic	1,367.41	1,367.41
PP -	<b>Falcon Security Co.</b>				
		10000081906	rec- cardinal public library monitori	196.06	
		1000081907	wtp-system backup service call ind	111.31	
		1000082170	wtp - service call	213.01	
		1000081429	ind park - security monitoring	542.40	
		1000082494	pw - annual monitoring cardinal	406.80	
		1000082544	wwtp/wtp- montly monitoring	1,050.90	2,520.48
PP -	<b>Evoqua Water Technologies Ltd</b>				
		905661713	wtp-sensor	659.05	659.05
PP -	<b>Kim Durant</b>				
		DEC 2022	Rec- lifeguard/aquatics courses	309.22	309.22
PP -	<b>Drummond's Gas</b>				
		2473012	fd- fuel T9	100.00	
		2473021	pw - fuel T22-11	81.01	
		2473027	pw- fuel T19-01	86.00	
		2473031	fd- fuel T2	148.35	
		2473058	pw -fuel T22-01	90.01	
		2471619	fd-fuel T9	100.00	
		2471620	fd- fuel T2	86.22	
		2471716	fd- fuel T1	227.00	
		2471621	fd-fuel P1	126.19	
		2471626	fd-fuel T8	14.82	
		2471633	fd- fuel	88.27	
		2471671	pw fuel L1	100.26	
		2471680	pw -fuel T22-01	91.00	
		2471681	fd- fuel T2	150.01	
		2471601	pw-fuel T1	74.12	
		2471686	fd -fuel T8	46.07	
		2471717	pw-fuel T22-01	86.00	
		2471722	pw-fuel T22-01	86.01	
		2471726	fd- fuel P1	128.65	
		2471727	fd-fuel R1	99.62	
		2471728	fd- fuel T2	86.85	
		2471732	pw- fuel T22-01	104.00	
		2473035	rec- truck fuel	117.01	
		2473062	rec- truck fuel	92.45	2,409.92
PP -	<b>G T Automotive</b>				



**Township of Edwardsburgh/Cardinal**  
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Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		047237	rec- truck repairs	113.00	
		047296	pw-tires T22-01	1,385.46	
		047307	Cardinal Sanitary - vehicle repair	529.63	
		047287	Cardinal Water - oil change es truc	127.00	2,155.09
PP -	<b>Davie Deline</b>				
	Nov 2022		Cleaning Services for Nov 2022	1,100.00	1,100.00
PP -	<b>Crane Supply</b>				
	14-324844		CW-repairs sup-meadowland wate	1,525.50	1,525.50
PP -	<b>Coville Electric</b>				
	5928		rec - j.town centre repairs	1,232.68	
	5944		rec-J.Town repairs to generator	1,283.31	
	5945		fd- generator repairs Stn 2	1,847.56	
	5948		Rec-repair light cardinal arena	233.91	4,597.46
PP -	<b>CIMCO Refrigeration</b>				
	90848785		rec- re Fridgeration repairs	671.66	
	90848794		rec- re Fridgeration repairs	959.81	
	90848912		rec- re Fridgeration repairs	1,119.43	
	90849218		rec -refridgeration repairs	1,339.05	
	90849220		rec - re Fridgeration repairs	1,254.30	
	90849222		rec- re Fridgeration repairs	2,706.35	
	90851602		Rec- re Fridgeration Repairs	671.66	8,722.26
PP -	<b>Burchell's Home Hardware</b>				
	44496		rec -misc supplies	76.09	
	44909		fd- 50 bags of absorbal	1,581.44	
	44910		pw - shop supplies/gloves	75.10	
	44879		wwtp/wtp-hardware/electric supplie	223.46	1,956.09
PP -	<b>Brenntag Canada Inc.</b>				
	46613149		CWT- Sodium hypo delivery	2,050.53	2,050.53
PP -	<b>Brandt Tractor Ltd</b>				
	CP199885		pw - new seat credit T6	-1,333.34	
	CS51461		pw-new seat/wingline broken T6	2,715.03	
	CP200756		pw-new seat credit T6	-1,333.34	
	CS51490		pw- leaking maxi T6	266.30	
	CP201090		pw- battery GII	327.59	
	CP201091		pw- core return GII	61.02	
	CP201170		pw - antenna GI	33.91	
	CP201208		pw- Led lamp T19-04	71.59	
	CS51508		pw-failed batteries/aire leak T5	3,173.19	
	CS51524		pw - seat T20-03	1,628.32	
	CP201448		pw -reflectors T19-4	47.81	5,658.08
PP -	<b>Black &amp; McDonald Limited</b>				
	70-1374873		wwtp- PM contract	406.89	
	70-1388566		wwtp - PM Monthly Dec	406.89	
	70-1390132		wwtp - Monthly PM - Jan	406.89	1,220.67
PP -	<b>Eastern Ontario Water</b>				
	1153661		fd- water - stn #1	50.15	
	1155637		ind park - j.town softner repairs	597.77	647.92
PP -	<b>Goldsmith Saw</b>				
	1984360		rec - blade sharpening	209.05	209.05
PP -	<b>David S Grant</b>				
	DEC 2022		adm-kitchen supplies	68.90	68.90

**Township of Edwardsburgh/Cardinal**  
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Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>Greer Galloway Consulting Eng</b>				
		26935	plan-confirm of drainage works pla	5,593.50	
		26940	pw - prof services Dec 2022	371.77	5,965.27
PP -	<b>R &amp; D Dairies Ltd</b>				
		999.B220514	Rec Canteen supplies	83.90	
		999.B221030	Rec Canteen Supplies	95.91	
		999.B221226	Rec Canteen Supplies	68.74	248.55
PP -	<b>J. Quattrocchi &amp; Co Ltd</b>				
		00764962	Rec- canteen supplies	1,145.30	
		00766482	Rec- Canteen Supplies	683.36	
		00766485	Rec- Canteen Supplies	607.26	
		00767090	Rec- Canteen Supplies	647.90	3,083.82
PP -	<b>Purolator Courier Ltd.</b>				
		452363227	reg gen & service ontario couriers	43.23	
		452445318	wtp - parts shipping	15.48	58.71
PP -	<b>Postmedia Network Inc</b>				
		754461	pw road closure ad	1,925.52	
		768843	adm-committee advertising	271.20	
		777405	adm-committees advertising	271.20	
		778525	Adm-committees advertising	271.20	2,739.12
PP -	<b>O'Reilly's Independent Grocer</b>				
		02 5788	fd- xmas party supplies	187.67	187.67
PP -	<b>Morrisburg Plumbing &amp; Heating</b>				
		24596	rec- building repair	508.40	508.40
PP -	<b>MNP LLP</b>				
		10712310	Admin- 2022 Audit Fee	17,797.50	17,797.50
PP -	<b>Mac's Convenience Store Inc.</b>				

**Township of Edwardsburgh/Cardinal**  
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		754461CR	credit wrong vendor	-1,925.52	
		147695	wmpss -fuel	109.00	
		142060	ind park -fuel	89.13	
		142061	pw-fuel T1	55.02	
		142062	pw-fuel T19-01	111.02	
		142063	wmpss - fuel	98.00	
		142064	pw- fuel T22-1	83.00	
		142066	Rec- truck fuel	105.88	
		142067	rec- truck fuel	75.71	
		142068	pw -fuel T22-1	84.00	
		142065	pw -fuel T22-1	66.00	
		142069	ind park fuel	78.05	
		142070	wmpss -fuel	112.00	
		142071	ind park fuel	71.68	
		142074	wmpss -fuel	52.82	
		142073	pw -fuel T19-01	81.55	
		142075	rec- truck fuel	92.41	
		142076	pw -fuel T22-01	94.01	
		142072	pw -fuel T22-1	89.00	
		142077	ind park fuel	95.13	
		142078	wmpss -fuel	105.00	
		142079	Rec- truck fuel	92.45	
		142080	wtp-fuel	103.43	
		142081	pw-fuel T22-1	114.00	
		142082	rec- truck fuel	108.98	
		142084	ind park - fuel	73.85	
		142085	pw -fuel T1	111.04	
		142087	wwtp-fuel	90.00	
		142088	pw -fuel T22-01	97.00	
		142092	rec-truck fuel	106.85	
		142094	pw -fuel T22-01	93.00	
		142097	pw -fuel T22-01	91.00	
		142098	pw-fuel T22-01	91.00	
		142089	Rec- truck fuel	78.15	1,073.64
PP -	<b>M&amp;L Supply Fire &amp; Safety</b>				
		014839	fd- perta tank liner T1	1,525.50	1,525.50
PP -	<b>Limerick Environmental Svcs</b>				
		2022-2912	bin pickup transfer site	1,705.34	1,705.34
PP -	<b>Chris Lefeuve</b>				
		Nov 2022	fd- OPP security check	41.00	41.00
PP -	<b>Nathalie Landry</b>				
		DEC 2022	fd- police check	41.00	41.00
PP -	<b>King Edward Auto Parts</b>				
		6029-228146	pw - power bars shop	203.67	
		6029-228329	pw - led lamps H1	442.28	
		6029-228460	pw -screws stock	92.84	
		6029-228824	pw-shop towels/convex mirror T5	237.56	976.35
PP -	<b>Joe Computer</b>				
		175360	Eleciotns Audit Services	1,536.80	
		177073	Jan 2023 Internet Services	138.99	1,675.79
PP -	<b>HGC Management Inc</b>				




**Township of Edwardsburgh/Cardinal**  
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**PROPOSED PAYMENTS**

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
	<b>Invoice #</b>			
	46747	w/d contract collection Dec 2022	31,416.35	31,416.35
<b>PP -</b>	<b>Hansler Smith Limited</b>			
	5727262	rec - cleaning supplies	165.64	
	5728695	fd- towels/tissue Stn 1	165.63	
	5729604	rec-cleaning supplies	373.04	704.31
<b>PP -</b>	<b>Grand &amp; Toy</b>			
	T557562	pw/es/adm-supplies	201.99	
	T585855	fd- recruit binders	185.77	
	T607734	adm/pw/fd-office supplies	109.26	
	T619609	adm-paper	163.62	
	T629246	adm- kitchen supplies	22.35	
	T630811	adm-sticky notes and markers	71.68	754.67
<b>PP -</b>	<b>Riverside Pontiac Buick Ltd.</b>			
	326437	Rec- truck repairs	434.45	434.45
<b>PP -</b>	<b>TRS Heating &amp; Cooling Ltd.</b>			
	33821284	Rec-furnace repair	1,582.85	1,582.85
Total Proposed Payments:				246,171.80

Total EFT: 246,171.80

Certified Correct This Wednesday, January 18, 2023

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2023-00011 to 2023-00011

Bank Code - PAD - Preauthorized Debit

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
Invoice #				
PP -	<b>Bell Canada</b>			
	925-5822 12-22	south centre J.Town	120.33	
	657-4468 12-22	wtp-water plant Dec 2022 Phone	118.42	
	657-3210 12-22	cardinal arena	126.95	
	657-4606 12-22	pw-Pittston shop	134.66	
	657-4850 12-22	wwtp-John St	167.60	
	543665566 12-22	Adm/fd/pw/rec - internet Split	345.60	
	657-3765 12-22	wwtp-John st	346.87	1,360.43
PP -	<b>Hydro One Networks Inc.</b>			
	62670 12-22	wwtp-flett st	43.68	
	25495 12-22	spencerville library	140.82	
	71283 12-22	lagoon- 1 Spencer	222.39	
	03696 12-22	fd stn 1	534.60	
	84483 12-22	pw- Sophia St	8.29	
	53082 12-22	lagoon 2803 CR 21	45.28	
	32562 12-22a	lagoon 4 Charles	46.21	
	24430 12-22	ball diamonds	167.81	
	27613 12-22	admin-townhall	647.96	
	41324 12-22	parks-CR44 clock	53.41	1,910.45
PP -	<b>LBC Capital</b>			
	2202292	copier lease	169.50	169.50
PP -	<b>Minister Of Finance</b>			
	Dec 2022a	Dec 2022 EHT premium	7,695.54	7,695.54
PP -	<b>MuniSoft</b>			
	2022/23-04522	Adm-Payroll YE Webinar	123.17	
	2022-23-04499	Adm- YE Processing Webinar	123.17	246.34
PP -	<b>Royal Bank Visa</b>			
	8356 -12-22	D Grant - RBC Visa Dec 2022	1,915.22	
	8584 -12-22	M. Spencer Dec 2022	3,393.36	5,308.58
PP -	<b>Rideau St Lawrence</b>			
	435-00 12-22	wwtp-172 Henry	130.83	
	450-00 12-22	wtp-water tower	254.94	
	370-00 12-22	wwtp-adelaide	349.97	
	270-00 12-22	pw-cardinal streetlights	2,014.00	
	430-00 12-22	wtp-2000 Dundas	1,371.76	
	119-01 12-22	ind park water	6,982.13	
	250-00 12-22	cardinal pool	34.36	
	502-00 12-22	ball diamond Cardinal	34.36	
	504-00 12-22	parks 1800 Dundas	36.77	
	290-00 12-22	parks-1700 Dundas	38.62	
	496-00 12-22	wwtp-417 Hwy2	47.40	
	501-00 12-22	fd stn 2	295.34	
	500-01 12-22	cardinal library	344.83	
	231-00 12-22	pw-4035 Dishaw	890.00	
	464-00 12-22	4000 John wwtp	918.12	
	464-00 12-22a	wwtp-4000 John	4,087.45	
	505-01 12-22	Rec - Dishaw W & H	16,816.52	34,647.40
PP -	<b>Superior Propane</b>			


**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2023-00011 to 2023-00011

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		41976989	rec - 4050 Dishaw St	137.96	
		42046848	6055 County Rd #44	2,662.63	
		42056726	rec - 4050 Dishaw St	19.78	
		42096062	Twp Office Propane	2,114.85	4,935.22
PP -	<b>Telus Mobility</b>				
		39265058 12-22	adm-Dec 2022 Hot Spot Phone	1,175.04	1,175.04
PP -	<b>Union Gas Limited</b>				
		72598 5 12-22	Library - 618 Cty Rd 2	288.17	
		72687 6 12-22	es-70 Adelaide St	101.33	
		69531 2 12-22	fd- 4035 Dishaw St.- stn 2	514.35	
		72780 5 12-22	pw-4035 dishaw card shop heat	856.33	
		44825 1 12-22	Rec - 4050 Dishaw -Card Arena	9,300.31	
		21619 4 12-22	24 Sutton Drive - Jtown	580.16	
		44787 6 12-22	wtp-legion way	1,659.30	13,299.95
PP -	<b>Receiver General For Canada</b>				
		PP 26 2022 PT	PP 26 2022 PT source deduction	2,857.12	
		PP 26 2022 FT	PP 26 2022 FTsource deductions	21,779.92	24,637.04
PP -	<b>RBC Loan 21655469008</b>				
		Jan 9, 2023	JR-DR drain loan	1,331.00	1,331.00
PP -	<b>Scotiabank</b>				
		Jan 9, 2023	Recreation Truck Loan Payment	476.46	476.46
PP -	<b>Sun Life Financial</b>				
		Jan 2023	Monthly Premiums	20,698.08	20,698.08
PP -	<b>Township of Edwardsburgh/Cardi</b>				
		PP 1 2023	PP 1 2023 Payroll Clearing	86,079.97	86,079.97
				Total Proposed Payments:	203,971.00

Total PAD: 203,971.00

Certified Correct This Thursday, January 19, 2023

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO



**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2023-00014 to 2023-00014

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		2301	pw-prof services bridge insp/Ventr	9,944.00	9,944.00
PP -	<b>416 Courier</b>				
		1649	Adm-Nov Water Sample Courier	259.90	
		1678	Adm-Dec Water Sample Courier	155.94	415.84
PP -	<b>AGO Industries Inc</b>				
		1054463	pw-safety jacket	245.50	245.50
PP -	<b>Atlas Copco Compressors Canada</b>				
		1122016192	wwtp -replacement pump	1,693.08	1,693.08
PP -	<b>Compass Group of Canada</b>				
		60003811	Rec- canteen supplies	678.70	678.70
PP -	<b>HW Supplies Inc</b>				
		01262	pw - brush cutter teeth	1,681.44	
		01213	pw-supplies as listed	1,350.62	3,032.06
PP -	<b>Industrial Electrical</b>				
		3095	wwtp- disconnected screen degritti	252.56	
		3169	wwtp-electrical upgrades hwy 2	6,055.92	6,308.48
PP -	<b>Karcher Municipal</b>				
		IN14011638	pw - pickup sensor H2	278.23	
		CN 15000992	pw - cable set H2 credit	-166.34	
		IN-14011634	pw - cable set H2	166.34	
		IN-14011652	pw - foot throttle H2	293.54	571.77
PP -	<b>Minister of Finance</b>				
		302212220954051	Nov 2022 OPP billing	96,371.00	96,371.00
PP -	<b>Lloyd McMillan Equipment Ltd.</b>				
		34132	wtp - water break Dishaw	949.20	949.20
PP -	<b>One Call Plumbing &amp; Gasfitting</b>				
		3825	wwtp-sewer lateral repairs	6,562.48	6,562.48
PP -	<b>South Grenville Beacon</b>				
		1287	pw/adm-advertising	392.11	
		0045	fd- course expenses	400.00	
		190	2023 Subscription Beacon	52.00	844.11
PP -	<b>Walkerton Clean Water Centre</b>				
		3068172	Cardinal Water - training E.Werner	180.80	
		3068613	Cardinal Water - training	339.00	519.80
PP -	<b>Watts' Small Engines</b>				
		28632	pw- chainsaw chain	36.15	
		28665	Rec-2 weed trimmers	1,056.44	1,092.59
PP -	<b>W.O. Stinson &amp; Sons Ltd.</b>				
		9426844	pw-bulk oil as listed	3,773.96	3,773.96
PP -	<b>Chemtrade Chemicals Canada Ltd</b>				
		93468251	wwtp - chemicals	5,689.90	5,689.90
PP -	<b>Ontario Good Roads Association</b>				
		65033	PW 2023 Membership Dues	1,056.99	1,056.99
PP -	<b>Ault &amp; Ault In Trust</b>				
		18470	Legal Fees -Planning/Bylaw/Admir	9,756.62	
		18582	Adm-Legal Fees	525.18	
		18600	Legal Fees-Planning/Bylaw/Adm	5,732.51	
		1969-372q	Planning - Site Plan Control	525.18	
		10994	Planning - SPCA - legal	527.78	17,067.27
PP -	<b>Paul Kingston</b>				
		2051	pw-Beaver trapping	1,898.40	1,898.40

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2023-00014 to 2023-00014

Bank Code - AP - REVENUE FUND

**PROPOSED PAYMENTS**

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	<b>407 ETR</b>				
	796 291 343 Dec		adm-toll charge	45.02	45.02
PP -	<b>Lachlan Barton</b>				
	Dec 2022		Lib- Library Snow Removal	175.00	175.00
PP -	<b>ACF Electric Ltd</b>				
	456		pw - Street light repairs	310.75	310.75
PP -	<b>Association of Municipalities</b>				
	MEM008297-23		admin - 2023 Membership	3,467.52	3,467.52
PP -	<b>Approved Professionals</b>				
	ONT-383		EcDev-Small Business Trades Sh	408.50	408.50
PP -	<b>Charbonneau, Paul</b>				
	Jan 18, 2023		Refund election nomination Fee	100.00	100.00
PP -	<b>Classic Trophies &amp; Gifts</b>				
	4068		Adm-Name Tags Correction	12.37	12.37
PP -	<b>Dorothy Goldie</b>				
	Walker 2023		Walker House 2023	25.00	25.00
PP -	<b>Dianne Hart</b>				
	Walker 2023		Walker House 2023	25.00	25.00
PP -	<b>Canada Revenue Agency</b>				
	Dec 2022		Garnishment for Dec 2022	968.56	
	Jan 2023		Garnishment for Jan 2023	636.41	1,604.97
PP -	<b>Ryan Lesway</b>				
	Jan 13, 2023		Deposit Refund 2021-116	1,000.00	1,000.00
PP -	<b>Ontario Municipal Water Assoc.</b>				
	2023-M-001		2023 Membership Renewal	875.75	875.75
PP -	<b>Spencerville Business &amp;</b>				
	Jan 16, 2023		SBCC Annual Membership	50.00	50.00
PP -	<b>Sue Waddell</b>				
	Jan 12, 2023		Walker House 2023	25.00	25.00
PP -	<b>Chris Ward</b>				
	Jan 18, 2023		Refund Election Nomination Fee	100.00	100.00
PP -	<b>William Watson</b>				
	Jan 4, 2023		Refund Over pd on water acct	125.34	125.34
PP -	<b>Gary &amp; Lise Jessup</b>				
	Walker 2023		Walker House 2023 x 2	50.00	50.00
PP -	<b>Stinson Equipment Limited</b>				
	IN0095448		pw - Book 7 Office edition	101.70	101.70
PP -	<b>Equipment Sales &amp; Service Limi</b>				
	W15473		pw-accumulator repair L1	8,552.07	
	1519		fd - annual ladder testing	1,592.25	
	1519CR		fd-wrong vendor	-1,592.25	8,552.07
PP -	<b>Municipal Employer Pension</b>				
	MC007926		2023 Employer Mun Contribution	326.29	326.29
PP -	<b>FireFixx</b>				
	1519		fd- annual ladder testing	1,592.25	1,592.25
PP -	<b>Champion Industrial Equipment</b>				
	032395		pw- calibration as per listed	678.00	
	032598		pw - control point kit T5	10,195.09	10,873.09
PP -	<b>Keystone Bridge Management Cor</b>				



Date Printed  
1/25/2023 9:16 AM

**Township of Edwardsburgh/Cardinal**  
**List of Accounts for Approval**  
Batch: 2023-00014 to 2023-00014


Page 3

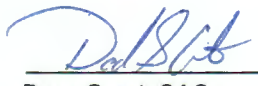
**PROPOSED PAYMENTS**

Payment #	Vendor Name		Invoice Amount	Payment Amount
	Invoice #	Reference		
PP -	Seaway Doors Ltd.			
	37683	pw-cable repairs	307.36	307.36
PP -	Township of Leeds & The 1000			
	2022-147	fd- course expenses	400.00	400.00
Total Proposed Payments:				189,268.11

Total AP: 189,268.11

Certified Correct This Wednesday, January 25, 2023

  
Sean Nicholson, Treasurer

  
Dave Grant, CAO

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

**BY-LAW NO. 2023 -**

**“A BY-LAW TO ADOPT A MEETING RECORDING POLICY”**

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to adopt an updated Meeting Recording Policy to incorporate the Port Management Committee, Public Meetings and Committee of Adjustment meetings;

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

1. The Meeting Recording Policy attached hereto as Schedule “A” shall form a part of this bylaw.
2. That bylaw 2022-56 and all other bylaws previously passed that are inconsistent with the provisions of this by-law are hereby repealed.
3. 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 30 day of January, 2023.

Read a third and final time, passed, signed and sealed in open Council this 30 day of January, 2023.

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**Mayor**

---

**Clerk**

**SCHEDULE “A”  
BY-LAW 2023 -**

**Meeting Recording Policy**

**1. Purpose:**

The purpose of this policy is to establish and provide for ease of access and transparency of the legislative process by providing public availability of the video recordings held at the Township of Edwardsburgh Cardinal.

**2. Scope:**

This policy applies to open sessions of Council, Committee of the Whole, Port Management Committee, Public Meetings, and Committee of Adjustment meetings.

**3. Policy Statement:**

The Township of Edwardsburgh Cardinal may make video recordings of Regular and Special Council meetings, Committee of the Whole, Port Management Committee, Public Meetings, and Committee of Adjustment meetings except those meetings or parts of meetings identified as a closed session meeting/in-camera meeting pursuant to the Municipal Act, 2001.

In accordance with the Municipal Act, 2001, minutes of meetings are to be recorded without note or comment by the Clerk or designate. The keeping of a video record of meetings in no way detracts or undermines the position of approved minutes as the official record of decision.

**4. Definitions:**

"Committee of Adjustment meeting" – means a regular or special meeting of the Committee of Adjustment as provided in the Terms of Reference.

"Committee of the Whole meeting" – means a regular or special meeting of the Committee of the Whole as provided in the Terms of Reference.

"Port Management Committee meeting" – means a regular or special meeting of the Port Management Committee as provided in the Port Terms of Reference.

"Public Meeting" – means a meeting that is required under the Planning Act for certain types of planning applications.

"Regular or Special Council meeting" – means a regular or special meeting of Council as provided for in the Procedural By-law.

**SCHEDULE “A”  
BY-LAW 2023 -**

“Recording” – means any audio or video recording made by any electronic device capable of recording.

“Official Record” – means the written minutes of the proceedings of the meeting as prepared by the Clerk/Deputy Clerk.

“Transitory Record” – for the purpose of this policy means a record, that only has a temporary value and is not required to meet statutory obligations, set policy, establish guidelines or procedures, certify a transaction, become a receipt, or provide evidence of legal, financial, operational or other official decisions.

**5. Official Record:**

In accordance with the Municipal Act, 2001, minutes of meetings are to be recorded by the Clerk/Deputy Clerk or designate and approved/received minutes are the official record of the Township of Edwardsburgh Cardinal meetings. The keeping of audio/video recordings of meeting are considered to be transitory records.

**6. Procedure:**

Recording of Regular and Special Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment meetings:

All meetings noted above will be held in the Council Chambers and will be recorded unless otherwise specified.

Meetings that take place outside of Council Chambers are not subject to this policy.

**7. Notice to Public:**

Notice shall be provided to ensure that presenters and members of the public are aware that the meeting proceedings are being recorded and made available through the Township website and Township Youtube channel.

**8. Access to Recordings**

Audio/video records of Regular and Special Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment meetings are recorded as a convenience and as such the practice may be abandoned due to technical difficulty should the matter arise without sufficient time to provide a suitable solution.



**SCHEDULE "A"**  
**BY-LAW 2023 -**

Copies of the audio/video recordings will not be provided by the municipality. The Township will not provide transcripts of meetings.

The Township shall make such recordings available to the public through a link on the Township website. The records of Council/Committee of the Whole/Port Management Committee/Public Meeting/Committee of Adjustment meetings produced by the Township shall not be altered or misused in any way.

Unless otherwise indicated, copyright to the records of Council/Committee of the Whole/ Port Management Committee/Public Meeting/Committee of Adjustment meetings made available on the Township website and Youtube channel is owned by the Township. Consent may be granted to produce or reproduce the recordings posted on the Township website/Youtube channel, or any substantial part of such recordings, for personal, non-commercial, educational, and news reporting purposes only, provided that the copied material is not modified or altered and ownership of the material is attributed to the Township. For certainty, no person may use the recordings for political party advertising, election campaigns, or any other political activity. Unless expressly authorized herein, no part of the recorded materials posted on the municipality's website/Youtube channel may be reproduced except in accordance with the provisions of the Copyright Act, as may be amended or replaced from time to time, or with the express written permission of Council.

**9. Technical Difficulties**

The inability to record any meeting due to technical difficulties with recording equipment will not prohibit the meeting from commencing or continuing. The Township shall not be liable for failing to publish or produce any audio/video recordings of any meeting where recording the meeting was not viable due to technical difficulties. Due to the nature of technical equipment, it is not guaranteed that recordings will be continuous or fault-free.

**10. Responsibility:**

The Clerk's Department shall be responsible for:

- Maintaining recordings of all Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment meetings.
- Publishing the recordings of all open session Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment meetings so that they are accessible through the Township website (by means of a link to the Township Youtube channel) with no alterations to the original recording.

## **SCHEDULE "A"**

### **BY-LAW 2023 -**

- Archiving and storing the recordings of Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment meetings.

Staff shall strive to publish the recordings within 48 business hours whenever possible. Recordings may be posted no later than 1 week from the date of the meeting. Should any recordings not be posted within 1 week from the date of the meeting due to technical difficulties beyond staff control, notification may be posted in the same location that the link would have been provided on the Township website.

The Chair shall be responsible for:

- Maintaining order as outlined within the Procedural By-law, and acknowledging each member by name prior to him or her speaking.

Members of Council, Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment shall be responsible for:

- Refraining from speaking at the same time as another member is speaking to ensure that the member who has the floor is clearly recorded.
- Clearly announcing who moved and seconded each motion so the information is clearly recorded.

#### **11. Termination or Suspension of Recording**

The recording of meetings shall begin at the commencement of the meeting and conclude at the adjournment of the meeting. The Chair may request the termination or suspension of the recording of a meeting if continuing the recording would prejudice the proceedings of the meeting. This may include:

- Public disturbance or other suspension of the meeting
- Exclusion of the public and press
- Any other reason(s) as agreed by majority consent of Council/Committee of the Whole/Port Management Committee/Public Meeting/Committee of Adjustment

#### **12. Retention**

The recordings will be posted to the appropriate Council/Committee of the Whole/Port Management Committee/Public Meeting/Committee of Adjustment meeting calendar page with the YouTube link posted under the "video".

Archived recorded meetings relating to Council will be retained by the Township for 2 terms of Council or 8 years. Archived recorded meetings relating to Committee of the Whole, Port Management Committee, Public Meetings and Committee of Adjustment will be retained by the Township for 1 term or 4 years. Disposal of recordings of meetings will be conducted following the specified retention period.

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

**BY-LAW NO. 2022-**

**“BEING A BYLAW TO AMEND ZONING BY-LAW NO. 2022-37”**

**ZanderPlan Inc. o/b David and Pamela Malcomson  
Part of Lots 35 & 36, Concession 6  
3609 County Road 21**

**WHEREAS** By-law No. 2022-37 regulates the use of land and the use and erection of buildings and structures within the Township of Edwardsburgh Cardinal;

**AND WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend By-law No. 2022-37 as hereinafter set forth;

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

1. The lands affected by this By-law are shown as shaded and outlined by heavy black lines on Schedule “A” which is attached hereto and forms part of this By-law.
2. Zoning By-law No. 2022-37, as amended, is hereby further amended by adding the following new subsection at the end of Section 13.1.4 (Special Exception Zones):

**14. A-14 (3609 Country Road 21)**

**Notwithstanding the provisions of Section 13.1 and 13.2 to the contrary, on lands zoned A-14, a sawmill shall be permitted as an on-farm diversified use and the following provisions shall prevail:**

- **The maximum floor area for all buildings and structures related to a sawmill shall be limited to 1,400 m<sup>2</sup>.**
- **A sawmill operation shall be limited to 7.7% of the total lot area.**

**For the purpose of this subsection, a sawmill operation shall include all buildings, structures, parking and outdoor storage areas associated with a sawmill use.**

3. Schedule “A” to Zoning By-law No. 2022-37, as amended, is hereby further amended by changing the zoning of the lands affected by this By-law from “A” to “A-14”.
4. The By-law shall become effective on the date of passing hereof, subject to the provisions of Section 34 (21) of the *Planning Act*, R.S.O. 1990, as amended.

Read a first and second time in open Council this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Read a third and final time, passed, signed and sealed in open Council this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

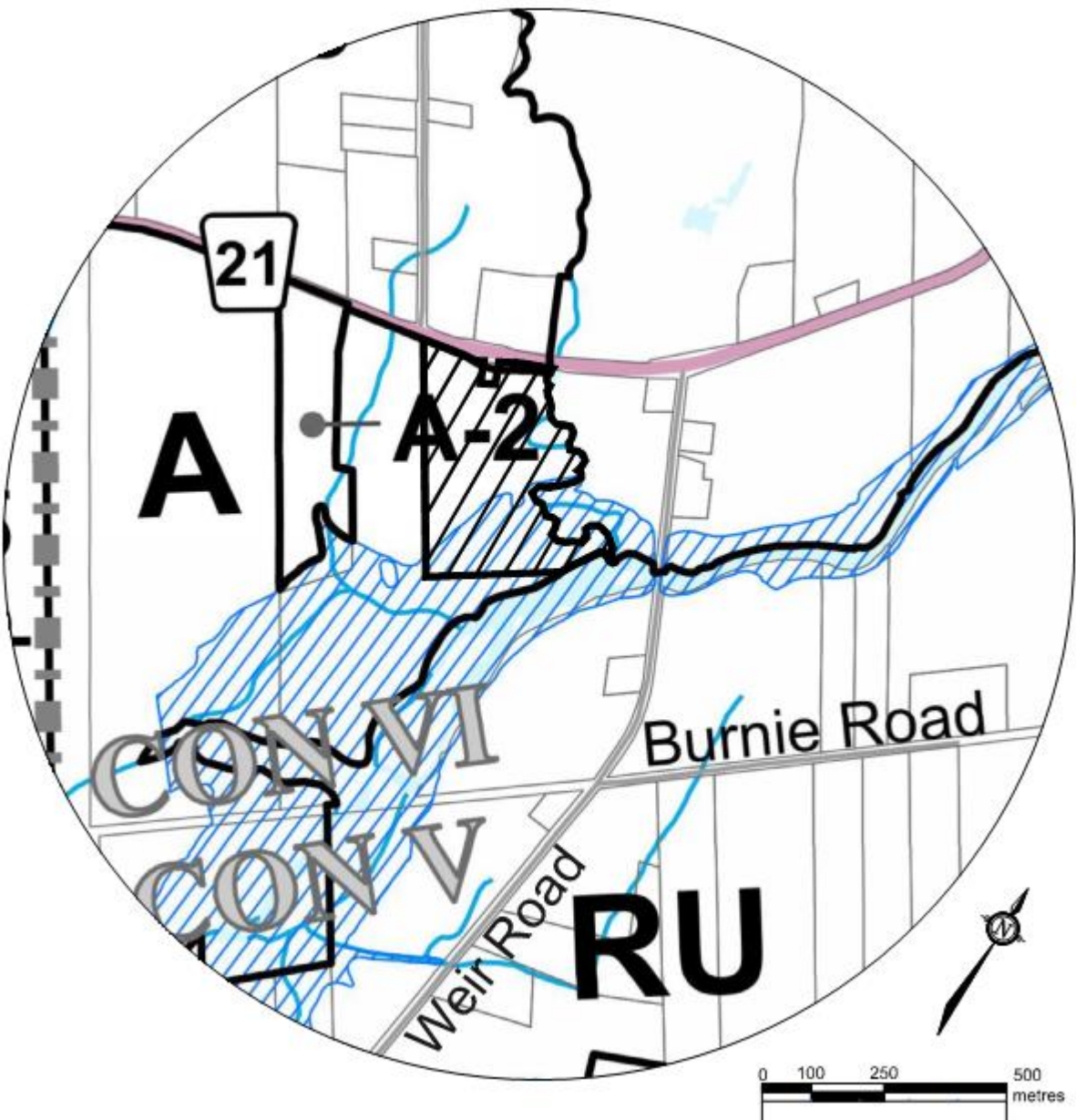
\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

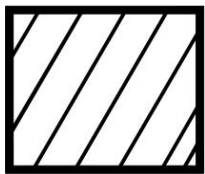
Schedule “A” to By-law No. \_\_\_\_\_

TOWNSHIP OF EDWARDSBURGH CARDINAL

ZanderPlan Inc. o/b David and Pamela Malcomson  
Part of Lots 35 & 36, Concession 6  
3609 County Road 21



AREA(S) SUBJECT TO THIS BY-LAW



TO: **AGRICULTURE SPECIAL EXCEPTION 14 (A-14) ZONE**  
FROM: **AGRICULTURE (A) ZONE**

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

**BY-LAW NO. 2022-**

**“BEING A BYLAW TO AMEND ZONING BY-LAW NO. 2022-37”**

**iN Engineering + Surveying o/b HFI Pyrotechnics Ltd.  
Part of Lots 32-34, Concession 4  
3485 Glen Smail Road**

**WHEREAS** By-law No. 2022-37 regulates the use of land and the use and erection of buildings and structures within the Township of Edwardsburgh Cardinal;

**AND WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to amend By-law No. 2022-37 as hereinafter set forth;

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

1. The lands affected by this By-law are shown as shaded and outlined by heavy black lines on Schedule “A” which is attached hereto and forms part of this By-law.
2. Zoning By-law No. 2022-37, as amended, is hereby further amended by adding the following new subsection at the end of Section 9.3.4 (Special Exception Zones):

**3. MR-3 (Part of Lot 32-34, Concession 4)**

**Notwithstanding the provisions of Section 9.3.1 and 9.3.2 to the contrary, on lands zoned MR-3, permitted uses shall be limited to a business engaged in the manufacture of pyrotechnic products and the on-site testing of these products.**

**All materials stored on the subject lands shall be approved and stored in accordance with the requirements of the appropriate public body having jurisdiction. All buildings and structures located on the subject lands shall be located in accordance with the National Standard of Canada Explosives – Quantity Distances (CAN/BNQ 2910-510/2015), as amended, or other such tables of separation distances as may from time to time be approved by the appropriate public body having jurisdiction.**

3. Zoning By-law No. 2022-37, as amended, is hereby further amended by adding the following new subsection at the end of Section 5.4 (Holding Zones):

**3. MR-3-h (Part of Lot 32-34, Concession 4)**

**On the lands zoned MR-3-h, the ‘holding’ provision denotes a future expansion of a business engaged in the manufacture of pyrotechnic products and the on-site testing of these products. The holding provision shall only be removed upon completion of the following studies, in relation to a specific development project and any setbacks and/or impact mitigation is implemented, to the satisfaction of the Township:**

- **Environmental Impact Assessment/Study;**
- **Hydrogeological Assessment & Terrain Analysis;**
- **Geotechnical Report;**
- **Aggregate Impact Assessment; and/or**
- **Land Use Compatibility Assessment, which shall include a blast/vibration/noise impact analysis, where applicable.**

**Only existing uses shall be permitted until such time that the holding provision has been removed.**

4. Schedule “A” to Zoning By-law No. 2022-37, as amended, is hereby further amended by changing the zoning of the lands affected by this By-law from “RU” to “MR-3-h”.
5. The By-law shall become effective on the date of passing hereof, subject to the provisions of Section 34 (21) of the *Planning Act*, R.S.O. 1990, as amended.



Read a first and second time in open Council this \_\_\_\_day of \_\_\_\_\_, 202\_\_.

Read a third and final time, passed, signed and sealed in open Council this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

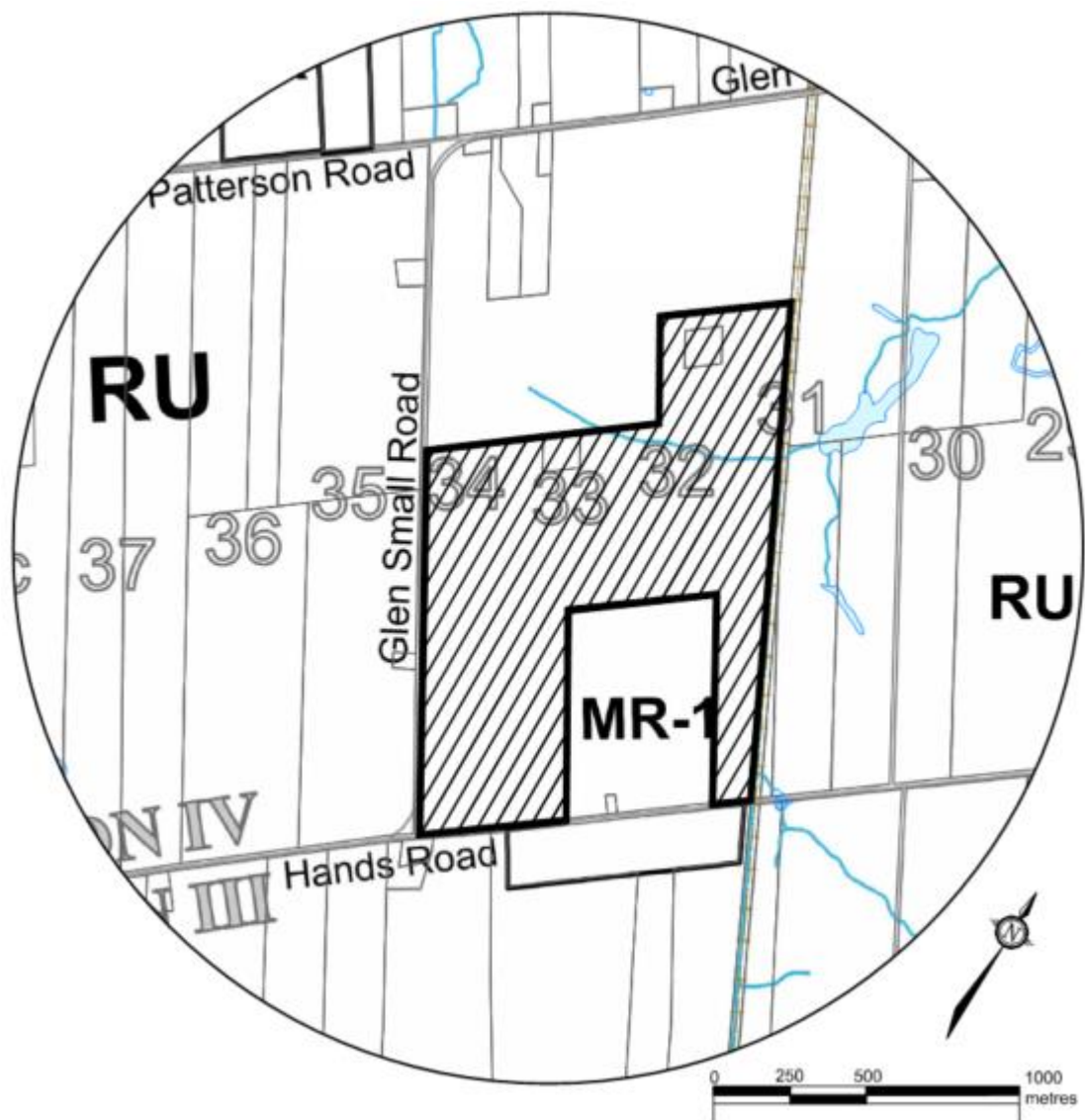
\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

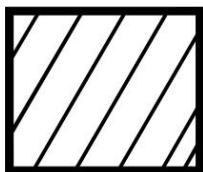
Schedule “A” to By-law No. \_\_\_\_\_

TOWNSHIP OF EDWARDSBURGH CARDINAL

iN Engineering + Surveying o/b HFI Pyrotechnics Ltd.  
Part of Lots 32-34, Concession 4  
3485 Glen Small Road



AREA(S) SUBJECT TO THIS BY-LAW



TO: RURAL INDUSTRIAL SPECIAL EXCEPTION 3  
HOLDING (MR-3-h) ZONE

FROM: RURAL (RU) ZONE

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

**BY-LAW NO. 2023-**

**“A BY-LAW TO AUTHORIZE THE MAYOR, CLERK AND PORT GENERAL  
MANAGER TO EXECUTE A LEASE AGREEMENT WITH GREENFIELD GLOBAL  
INC.”**

**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;

**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;

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

**AND WHEREAS** the Port Management Committee has recommended that, and Municipal Council deems it desirable to, enter into a lease agreement with Greenfield Global Inc. to utilize the premises and other lands owned by the Port of Johnstown and located in and around 2822 County Rd 2, Johnstown;

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

1. That the Mayor, Clerk and Port General Manager are hereby authorized to execute the lease agreement with Greenfield Global Inc. attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and Port of Johnstown.
2. That the Greenfield Global Inc. Lease Agreement and its Schedules attached hereto shall form part of this by-law.
3. This by-law will come into force and take effect on February 1, 2023.

Read a first and second time in open Council this 30 day of January, 2023.

Read a third and final time, passed, signed and sealed in open Council this 30 day of January, 2023.

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**Mayor**

---

**Clerk**

**THIS LEASE** made as of the 1<sup>st</sup> day of February, 2023.

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL, Port of Johnstown Division**

(the “Landlord”)

- and –

**GREENFIELD GLOBAL INC.**

(the “Tenant”)

**ARTICLE 1  
DEFINITIONS, EXHIBITS AND INTERPRETATION**

**1.1 Definitions.**

In this Lease, the following defined terms have the meanings set forth for them below or in the section of this Lease indicated below:

- (a) “Additional Rent” has the meaning set forth in Section 3.2.
- (b) “Affiliates” means, with respect to any Person, any Person that is a parent or subsidiary of the other or both are subsidiaries of the same Person or each of them is controlled by the same Person. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.
- (c) “Alterations” has the meaning set forth in Section 4.1.
- (d) “Basic Rent” has the meaning set forth in Section 3.1.
- (e) “Building” means the building in which the Premises are located known municipally as 2822 County Road 2, Johnstown, Ontario, K0E 1T1.
- (f) “Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (g) “Business Taxes” means
  - (i) every tax, sales tax, duty, levy, assessment, goods and services tax, harmonized sales tax or license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on from the Premises, or the payment or receipt of rent by Tenant, or in respect of the use or occupancy thereof or any other part of the Premises by Tenant whether invoiced to Tenant or Landlord on account of its ownership thereof or interest therein.
- (h) “Casualty” means any loss of or damage to any property included within the Premises.
- (i) “Claims” has the meaning set forth in Section 10.1.
- (j) “Commencement Date” means January 1, 2023.

- (k) “Costs” hereunder shall mean all reasonable costs and expenses incurred by a Person, including without limitation, reasonable solicitors’ fees and expenses, transaction disbursements, court costs and brokerage fees, as the circumstances require.
- (l) “Default Rate” means a fluctuating rate per annum, adjustable on the day of any change in the Prime Rate, equal to the Prime Rate plus two percent (2%) per annum, or if such rate shall be in excess of the highest rate of interest permitted by applicable Laws, then at the highest rate permitted by such Laws.
- (m) “Environmental Laws” means all applicable federal, provincial, municipal, regional and local laws, including common law and all statutes, by-laws, rules and regulations and all orders, directives and decisions rendered by, and policies, instructions, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency relating to the protection of the environment or occupational health and safety including, those pertaining to reporting, licensing, permitting, investigation, remediation and clean up or other remediation or corrective action in connection with any presence, release, discharge, escape or disposal or threat of same of any Hazardous Substances or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling or containment of any Hazardous Substances, as amended and as in effect from time to time and any successor statutes and regulations to the foregoing.
- (n) “Event of Default” has the meaning set forth in Article 14.
- (o) “Force Majeure” means any cause or causes which the party claiming Force Majeure is, despite its reasonable commercial efforts, unable to prevent or overcome, including but not limited to acts of god, strikes, lock-outs, walkouts or other labour disputes, shortages of labour or materials, failure of power, restrictive governmental laws or regulations, riots, civil strife, war, insurrection, or acts of a public enemy, or other reason of a like nature but specifically excluding the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law, lack or insufficiency of money, failure to make payment of monies (unless banking services in Canada are affected) or provide required security, or the insolvency or bankruptcy of the party claiming Force Majeure.
- (p) “Hazardous Substance” means any of (i) all chemicals, materials, contaminants, wastes and substances defined as or included in the definition of “contaminants”, “wastes”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, or “Pollutants”, or words of similar import under any applicable Environmental Laws; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, radioactive materials, urea formaldehyde based substances, asbestos and asbestos-containing materials in any form, lead-based paint, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBS, or dioxins of any kind.
- (q) “Improvements” means lighting fixtures or other improvements installed or constructed upon the Premises as of the Commencement Date and all items generally considered as leasehold improvements, including, without limitation, all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of Tenant, or any previous occupant of the Premises, in the Premises, but “Improvements” shall exclude Tenant Equipment.
- (r) “Land” or “Lands” means the real property known municipally as 2822 County Road 2, Cardinal, Ontario, K0E 1T1 and legally described in PIN 68155 – 0739 (LT) and incorporated herein by this reference, all encumbrances, easements, rights-of-way and other appurtenances to such real property.



(s) “Landlord” means **THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL, Port of Johnstown Division** and its successors and assigns.

(t) “Landlord’s Address” means:

3035 County Rd. #2  
Johnstown, Ontario  
K0E 1T1

Attention: Robert Dalley, Port Manager

Email: [rdalley@portofjohnstown.com](mailto:rdalley@portofjohnstown.com)

(u) “Landlord’s Work” means the work described in Exhibit C.

(v) “Laws” means any and all present or future federal, provincial or local laws (including common law), statutes, ordinances, rules, regulations, orders, decrees or requirements of any and all governmental or quasi-governmental authorities having jurisdiction. The term “Laws” shall include all Environmental Laws and any requirements under agreements with any and all governmental or quasi-governmental authorities having jurisdiction affecting the Premises.

(w) “Net Proceeds” means the net proceeds of insurance resulting from any Casualty after application to payments required under Section 9.5 as applicable in the circumstances.

(x) “Operating Costs” means without duplication the total cost, expense and capital outlay incurred, accrued or attributed by the Landlord for complete operating, maintaining, replacing and repairing the Building and the Lands or allocated by the Landlord to the Lands and Building and for services provided generally to the tenants and all components thereof and all improvements of the Landlord thereon or therein and all other costs and expenses for maintaining, operating, managing and administering the Lands and Building, acting reasonably and in accordance with generally accepted accounting principles and calculated as if the Building were one hundred percent (100%) occupied during the Term, including, without limiting the generality of the foregoing the following;

(i) heating, ventilating, air conditioning and humidity control of the Building and fire sprinkler maintenance and monitoring, if any, and/or alarm monitoring, if any, of the Building;

(ii) all insurance which the Landlord obtains in connection with the Building;

(iii) maintenance, repairs and replacements of a non-capital nature of the Building and all machinery, equipment, facilities, systems and fixtures located therein including without limitation any maintenance, repairs and/or replacement of the two (2) heaters located in the warehouse portion of the Building and affixed to the ceiling (being model # PDP200AED130SBAN and LF24-250A-3 and HD30AS0111FBAN) and the one (1) heater located in the pump room (being model # HD 30AS0111FBAN (30,000 BTU)) but subject to the provisions of Section 6.2;

(iv) all costs in the nature of Operating Costs in respect of areas, services and facilities outside the Building, such as sidewalks, off-site utilities and other service connections, and in respect of areas, services and facilities shared by users of the Building and users of any other property, to the extent the Landlord performs or contributes to the same as a result of its ownership of the Building;

(v) engineering, accounting, legal and other consulting and professional services related to the operation of the Building and any

statements provided by the Landlord to the Tenant in accordance with the provisions of this Lease;

Operating Costs, however, shall be reduced by proceeds of insurance and damages received by the Landlord from third parties to the extent of costs otherwise included in Operating Costs to the extent actually received by the Landlord and shall exclude the following:

- (A) repair and replacement resulting from inferior or deficient workmanship, materials or equipment as a result of construction, negligently undertaken, by the Landlord or those for whom the Landlord is responsible, including but not limited to any hidden defects;
- (B) leasehold improvement costs from other rentable premises in the Building and costs relating to tenant inducements, allowances or similar expenses, or related to leasing premises in the Building to other tenants;
- (C) interest on the capital retirement of debt;
- (D) all leasing expenses, real estate brokers fees, leasing commission, inducements, marketing, advertising, space planners fees, rent free periods, market studies, appraisals, legal and other expenses of a similar nature, improvements to vacant and leaseable space in the Building;
- (E) repairs, maintenance, renovations, replacements and improvements done for the direct account of other tenants;
- (F) any increase in insurance premiums resulting from any special uses in the Building by other tenants;
- (G) the cost of any financing obtained by the Landlord, and the cost of any financing already taken by the Landlord including any related interest charges, and any related legal, accounting or other professional fees incurred by the Landlord in connection with such financing;
- (H) cost of penalties incurred by the Landlord due to Landlord acts or omission, or those the Landlord is legally responsible;
- (I) any loss attributable to bad debt, loss of rentals;
- (J) all maintenance, repairs and replacement of whatsoever nature on the Second Floor (as defined) or outside of the Premises, including but not limited to any heating systems located on the Second Floor of the Building, unless heating systems are installed on the Second Floor by the mutual agreement of the parties in which case a maintenance, repair and replacement plan shall be agreed as part of such installation between the parties;
- (K) maintenance, repairs and replacement of a capital nature in respect of the roof (including its membrane), foundation, floors, permanent exterior walls and support columns of the Building; and
- (L) maintenance, repairs and replacement of a capital nature other than those set out in Section 1.1(K) above, including without limitation in respect of gas piping, plumbing, electrical or other mechanical systems; for greater certainty expenditures greater than \$5,000 + HST shall prima facie be considered to be expenses that are capital in nature and expenditures of or less than \$5,000 +

HST shall prima facie be considered to be non capital expenditures for the purposes of this subsection.

- (y) “Person” means an individual, partnership, limited liability company, association, corporation or other such entity.
- (z) “Premises” means: (i) the first floor of the Building and all Improvements being approximately 3000 square feet; (ii) the Second Floor (as defined below); (iii) the warehouse portion of the Building and all Improvements being approximately 17,500 square feet; and (iii) parking area #1 and #2 as depicted on Exhibit A herein.
- (aa) “Prime Rate” means the floating annual rate of interest established from time to time by Royal Bank of Canada, 90 Sparks Street, Ottawa, Ontario, as its reference rate for determining its rate of interest on Canadian Dollar commercial loans in Canada to its most creditworthy customers provided, however, that in the event Royal Bank of Canada no longer publishes such rate, Landlord shall select a comparable reference for purposes of determining the Prime Rate.
- (bb) “Rent” means Basic Rent, Additional Rent and all other amounts required to be paid by Tenant under this Lease including Second Floor Rent and Additional Second Floor Rent, to the extent Second Floor Rent and Additional Second Floor Rent becomes payable hereunder.
- (cc) “Sales Taxes” means any business transfer tax, value added tax, sales tax, multi-stage sales tax, harmonized sales tax, or any other tax levied, rated, charged or assessed now or in the future upon Landlord in respect of Rent or other payments payable by Tenant under this Lease or in respect of the rental or tenancy of the Premises by Tenant under this Lease or the goods and services provided by Landlord hereunder.
- (dd) “Second Floor” means the second floor of the Building and all Improvements being approximately 3000 square feet;
- (ee) “Second Floor Rent” has the meaning set forth in Section 17.2;
- (ff) “Tax Year” has the meaning set forth in Section 7.2.
- (gg) “Taxes” means all taxes, rates, levies, fees, duties, assessments, special assessments and charges (including local improvement taxes and similar levies and charges) that are imposed, levied, rated, charged or assessed upon or with respect to the Premises, the Tenant Equipment, or the personal property used in operating the Premises, and all taxes, levies and charges which may be assessed, levied or imposed in replacement of all or any part of the above, and any taxes charged in respect of the rents and other charges payable by Tenant, or the Tenant Equipment or personal property used in the Premises.
- (hh) “Tenant” means Greenfield Global Inc., its permitted successors and assigns.
- (ii) “Tenant Equipment” means Tenant’s personal property (including chattels, equipment, and inventory), trade fixtures, and equipment not in the nature of fixtures.
- (jj) “Tenant’s Address” means:

141 Commerce Drive  
Johnstown, Ontario K0E 1T1

Attention: Brendan Bland

Email: [Brendan.Bland@greenfield.com](mailto:Brendan.Bland@greenfield.com)

With a copy to : [legal@greenfield.com](mailto:legal@greenfield.com)

- (kk) “Term” means the period commencing on the Commencement Date and continuing for a period of five (5) years thereafter unless terminated earlier as provided herein,

together with two (2) three (3) year option to extend the Term on the conditions specified herein this Lease, if the options are exercised by the Tenant.

- (II) “Transfer” has the meaning set forth in Section 11.1.

## **1.2 Headings and Exhibits.**

The headings, subheadings, and any marginal notes contained in this Lease and the table of contents preceding this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease. The Exhibits to this Lease form part of this Lease as if incorporated in the body of the Lease.

## **1.3 Applicable Law.**

This Lease shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **1.4 Obligations as Covenants.**

Each obligation or agreement of Landlord or of Tenant contained in this Lease, even though not expressed as a covenant, is considered for all purposes to be a covenant.

## **1.5 Severability.**

If any covenant, obligation or agreement contained in this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

## **1.6 Covenants Independent.**

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by either Landlord or Tenant will not discharge or relieve the other party from its obligation to perform each of its covenants.

## **1.7 Currency.**

All reference to currency in this Lease shall be deemed, unless the context otherwise requires, to be a reference to lawful money of Canada.

## **1.8 Entire Agreement.**

The Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the subject matter hereof. No subsequent modification, waiver or amendment under this Lease shall be binding upon Landlord or Tenant unless in writing and signed by the proper signing officers of each party. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

## **1.9 Calculations.**

Except as otherwise expressly provided herein, all calculations required or permitted under this Lease shall be made on the basis of generally accepted Canadian accounting principles and practices as commonly used in the real estate industry in Canada, applied on a consistent basis.

## **1.10 Statutory References.**

All references herein to statutes, by-laws and other legislative enactments, or any part or parts thereof, include such statutes, by-laws and enactments as they may be amended or re-enacted from time to time and all statutes, by-laws and enactments passed in substitution thereof.

**1.11 No Waiver.**

No waiver of any provision of this Lease will be implied by any failure of Landlord to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

**ARTICLE 2  
DEMISE**

**2.1 Demise.**

Subject to the terms, covenants, conditions and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term.

**2.2 Quiet Enjoyment.**

Landlord covenants that, during the Term, Landlord will not disturb Tenant's quiet and peaceful possession of the Premises, subject, however, to: (a) the terms and conditions of this Lease; and (b) any other matter created or consented to by Tenant.

**2.3 Second Floor.**

The parties acknowledge and agree that, despite the fact that the Second Floor of the Building has been demised to the Tenant, the physical condition of the Second Floor of the Building is such that it is not fit for occupancy as an office and/or storage space as at the Commencement Date. The Tenant acknowledges and agrees that it is responsible for restricting access during the Term and any renewal thereof to the Second Floor of the Building because of its present condition as at the Commencement Date. The parties agree that if the Tenant wishes to occupy the Second Floor of the Building during the Term of this Lease as an office and/or storage space, that it will provide reasonable written notice in advance of its intention to so occupy the Second Floor and that the commercial terms relating to such occupancy as an office and/or storage space are referenced at Section 17.3 hereof.

**ARTICLE 3  
RENT AND SECURITY DEPOSIT**

**3.1 Payment of Basic Rent.**

Tenant shall pay to Landlord, yearly and every year during the Term an annual basic rent in Canadian dollars (the "**Basic Rent**") for the Term by consecutive equal monthly installments, the first of such installments to be paid on the Commencement Date, and subsequent installments on the first day of each month thereafter during the Term of this Lease calculated based on the Rent schedule attached hereto as Exhibit B.

The Tenant agrees to pay Sales Tax in addition to all Rent payments.

**3.2 Net Lease; Additional Rent.**

It is the intent of the parties that the Basic Rent provided in this Lease will be a net payment to Landlord, that this Lease shall be absolutely net to Landlord and that Landlord will not be required to pay any costs or expenses or provide any services in connection with the Premises except as otherwise set out herein, and Tenant will bear all costs and expenses relating to the Premises. Accordingly, Tenant covenants and agrees to pay in addition to Basic Rent, all costs and expenses which are incurred in respect of the operation, maintenance, repair, administration and supervision of the Land and Buildings except as otherwise set out herein (collectively, "**Additional Rent**"), including, without duplication or limitation: (a) Taxes; (b) Business Taxes; and (c) Operating Costs. For greater certainty herein, all maintenance, repairs and replacements of a structural nature shall be considered capital expenses, which shall be the responsibility of the Landlord and completed at the Landlord's cost.



### **3.3 Place of Payment.**

All Rent will be paid to Landlord in lawful money of Canada, by wire transfer, ACH or by cheque, at Landlord's Address or to such other Person or at such other place as Landlord may from time to time designate by notice to Tenant.

### **3.4 Rent-Adjustment for Partial Months.**

If the Commencement Date is not on the first day of a calendar month, or the last day of the Term is not the last day of a calendar month, then Rent for such month shall be pro-rated on a per diem basis based upon a period of 365 days.

### **3.5 Security Deposit**

To secure the prompt and faithful payment of the Rent in this Lease reserved and the faithful performance by the Tenant of all of the other covenants and conditions herein contained on the Tenant's part agreed to be performed, the Tenant shall concurrently with the execution of this Lease, deposit with the Landlord by negotiable cheque, wire transfer or ACH the sum of [REDACTED] to be applied against Rent and HST (herein called the "Security Deposit"). In the event that the Tenant defaults in the payment of Rent herein reserved or fails to perform any of the other covenants or conditions herein contained on the Tenant's part to be performed, the Landlord shall have the right to apply the Security Deposit or any portion thereof toward the curing of said default or failure. In the event of any such application by the Landlord, the Tenant shall, upon demand of the Landlord, forthwith deposit with the Landlord a sufficient amount of cash to restore the Security Deposit to the original amount thereof, and the Tenant's failure to do so within ten (10) days after receipt of such demand from the Landlord shall carry with it the same consequences as failure to pay any installment of Rent due under this Lease. In the event that this Lease shall be terminated for any reason other than default upon the part of the Landlord or damage or destruction to the Premises or expropriation (in any of which events the Security Deposit, less any portion thereof which may have been utilized by the Landlord to cure any default or applied to damages suffered by the Landlord shall be refunded to the Tenant), the Landlord shall have the right to retain the Security Deposit until the expiration of the Term by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of the Landlord may be ascertained. At the expiration of the Term or earlier termination of the Lease, the Landlord shall return to the Tenant the Security Deposit less any portion thereof which may have been properly utilized by the Landlord to cure any default or applied to the last month's Rent or any damages suffered by the Landlord as a result of a Tenant default.

## **ARTICLE 4 ALTERATIONS, IMPROVEMENTS AND SIGNAGE**

### **4.1 Alterations.**

The Tenant shall make no significant changes, additions, alterations or leasehold improvements in or to the Premises or any part thereof (collectively, "Alterations"), without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, and Tenant shall not demolish or destroy the whole or any part of the Premises. Alterations shall be considered significant if the cost thereof shall exceed \$3,000.00, or if they involve structural, electrical or mechanical changes.

### **4.2 Improvements.**

Provided Tenant is not then in default under this Lease, Tenant shall have, at any time, the right to remove Tenant Equipment and Tenant's other personal property, provided that Tenant repairs, at its own expense, any damage to the Premises caused by such removal. All Improvements installed other than those Improvements that are installed or constructed by the Tenant as at the Commencement Date are and remain the absolute property of the Landlord, free and clear of any liens or encumbrances. Tenant shall also have the right, but not the obligation, to remove those Improvements installed or constructed upon the Premises by Tenant, if any, as of the Commencement Date, provided that Tenant repairs, at its own expense, any damage to the Premises caused by such removal. In the event that Tenant does not remove the Improvements that the Tenant installed or constructed upon the Premises on or after the Commencement Date then such Improvements shall become the absolute property of Landlord, free and clear of any liens or encumbrances.

#### **4.3 Signage**

Tenant may, at its own expense, subject to Landlord's consent in writing in advance, erect signage at the Premises in a good and workmanlike manner, subject to all applicable Laws. Upon expiry of the Term, Tenant shall be responsible for the cost of removal of such signage and repair of any damage caused by such removal.

### **ARTICLE 5 USE AND OCCUPANCY**

#### **5.1 Use.**

Tenant shall use the Premises only for an office and warehouse and for no other purpose without the express prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

#### **5.2 Compliance.**

Tenant shall comply with all Laws applicable to the Premises and will keep and maintain the Premises in compliance with all applicable Laws.

#### **5.3 Not to Cause a Nuisance or Waste.**

Tenant covenants that it will not do or omit to do and will not permit to be done or omitted to be done, anything upon or in respect of the Premises, the doing or omission of which (as the case may be) shall be or result in a nuisance or an act of waste.

#### **5.4 Environmental Matters.**

Tenant agrees to comply with all Environmental Laws which may be applicable to the Premises. Without limiting the foregoing, Tenant shall not cause or permit or allow any Hazardous Substance to be brought upon, kept, used, or released in, under, from or about the Premises in violation of Environmental Laws. Tenant shall advise Landlord of any releases by the Tenant and with respect to any inspection, visit, investigation or inquiry initiated or carried out by any regulatory authority or any claim made or threatened by any person against Landlord and/or Tenant or the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance.

#### **5.5 Licence**

The Tenant, its employees, licensees and invitees and all persons lawfully requiring communication with the Tenant shall have free and uninterrupted access to the Premises, the Lands and any parking area provided by the Landlord pursuant to this Lease, at all times, together with the right of the Tenant, its employees, licensees and invitees and all persons lawfully requiring communication with the Tenant, in common with the other tenants to use the common areas as from time to time are made available by the Landlord to the Tenant, subject to the reasonable rules and regulations as may be promulgated from time to time by the Landlord.

### **ARTICLE 6 UTILITIES AND REPAIRS**

#### **6.1 Utilities.**

Tenant shall pay in a timely manner all water, sewer, electricity, gas, telephone or other communications, and any other utility charges related to the Premises. The Tenant shall obtain accounts for all utilities directly with said suppliers.

#### **6.2 Maintenance, Repair and Replace.**

Tenant shall at all times conduct all non-capital maintenance, repair and if necessary, replacements on the Premises including doors, hardware and plate glass. Landlord shall be responsible for the conduct of, and payment of expenses relating to, all capital maintenance, repairs and replacements with respect to the Lands and Building, including the Premises. All repairs, maintenance and replacements shall be done with reasonable dispatch and in good and workmanlike manner, so as to keep the Lands, Building and Premises in good condition and repair.

Tenant shall take every other action reasonably necessary or appropriate for the preservation and safety of the Premises. The Tenant shall also be responsible to arrange and pay for all snow removal for the Premises including for the avoidance of any doubt parking area #1 and parking area #2 shall be used to pile the snow, garbage removal, and landscaping throughout the Term and the Tenant covenants to retain competent contractors to complete the foregoing on a regular basis throughout the Term. Any failure to comply with the foregoing requirements shall be considered an Event of Default by the Tenant herein. Further, the Tenant shall be responsible for maintaining and repairing the HVAC system to be installed in the Premises as set out in Exhibit C throughout the Term at its sole cost and expense, provided that Landlord shall cooperate with Tenant regarding repairs covered by any warranty. The Tenant shall furnish proof of compliance with the covenants in this Section 6.2 upon demand from the Landlord. Subject to the provisions set out in Exhibit C major repair or necessary installation or replacement of the HVAC system located in the Premises shall be completed by the Landlord and the cost thereof, amortized over the life of the HVAC systems, shall be charged to the Tenant as Additional Rent.

The Tenant shall further be responsible for all maintenance of the barred area of the Right of Way (as defined in Section 17.1 herein) shown in exhibit A, which shall include, without limitation, all snow removal and grass cutting and weed control/management. If the Tenant fails to maintain the Right of Way as described herein, the Landlord shall be entitled to enter the Lands to complete same and charge the Tenant such costs as Additional Rent herein.

## **ARTICLE 7 TAXES AND SALES TAXES**

### **7.1 Payment of Taxes.**

Subject to Section 7.5, Landlord has obtained confirmation from the property tax assessing authority that the Tenant may select to pay property tax for the Premises on a monthly basis provided that Tenant will be responsible for making arrangements directly with the assessing authority's property tax services to make the necessary arrangements prior to the Commencement Date. Tenant agrees to pay such Taxes as invoiced for the Term of the Lease directly to the taxing authority. Tenant shall in addition to its obligation to pay property tax so invoiced by the taxing authority also pay all special assessments and other like impositions amortized over the life of the Improvement levied or imposed for Improvements installed in the Premises and assessed during the Term as Additional Rent, provided Tenant may appeal or contest any such special assessments and other like impositions in respect of Taxes.

### **7.2 Proration at Commencement and End of Term.**

If the Term expires or otherwise terminates on other than the last day of a twelve (12) month period for which Taxes are assessed (a "Tax Year"), Taxes for the Tax Year in which the Term ends will be prorated between Landlord and Tenant, based on the most recent levy and most recent assessment. Such proration will be subsequently adjusted when the actual bills for Taxes for the Tax Year in which the Term ends become available. If the Term commences on other than the first day of a Tax Year, Taxes for the Tax Year in which the Term commences will be prorated between Landlord and Tenant when the actual bills for Taxes for the Tax Year in which the Term begins become available. The covenants set forth in this Section 7.2 shall survive the expiration or termination of the Term.

### **7.3 Sales Taxes.**

Tenant shall throughout the Term, pay when due all Sales Taxes directly to Landlord. If in the event that any amount becomes payable by Tenant to Landlord as a result of a breach, modification or termination of this Lease, said amount payable shall be increased by an amount equal to any applicable Sales Taxes (including, without limitation, any goods and services tax) and Tenant shall pay such increased amount.

### **7.4 Business Taxes and Other Taxes of Tenant.**

In addition to the Taxes payable by Tenant as hereinbefore set out, Tenant shall, pay to the lawful taxing authorities, or as Additional Rent to Landlord if Landlord is invoiced therefor by the taxing authority having jurisdiction, and shall discharge when the same become due and payable, all Business Taxes to the extent same may constitute a lien upon the Premises or

for which Landlord may become liable, and whether in any case any such Business Taxes are rated, charged or assessed by any federal, provincial, municipal or other body during the Term.

## **7.5 Realty Taxes**

- (a) Landlord may defer payment of realty taxes, or defer compliance of any relevant law in connection with the levying of any such realty taxes, in each case, to the fullest extent permitted by law, so long as it shall diligently prosecute any contest, appeal or assessment on which such tax is based. Tenant shall cooperate with Landlord in respect of any such contest, appeal or assessment and shall provide Landlord with all relevant information, documents and consents required by Landlord.
- (b) Tenant may, with the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed appeal or contest the assessment of realty taxes in respect of the Premises, in each case, to the fullest extent permitted by law, so long as it shall diligently prosecute any contest, appeal or assessment on which such tax is based. Tenant will keep Landlord informed of its progress from time to time and upon the request of Landlord. Landlord shall cooperate with Tenant in respect of any such contest, appeal or assessment and shall provide Tenant with all relevant information, documents and consents required by Tenant.

## **ARTICLE 8 INSURANCE**

### **8.1 Tenant's Insurance - Maintenance of Policies.**

Tenant shall maintain the following insurance on or in connection with the Premises at Tenant's expense:

- (a) Insurance against physical loss or damage to the Improvements installed or constructed upon the Premises by Tenant as of the Commencement Date and Tenant Equipment as provided under a standard "All Risk" property policy including but not limited to flood (if the Premises are in a flood zone) and earthquake coverage, in amounts not less than the actual replacement cost of the same;
- (b) Commercial general liability insurance against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Premises, in an amount not less than \$5,000,000.00 per occurrence/annual aggregate and all other coverage extensions that are usual and customary for properties of this size and type; provided, however, that Landlord shall have the right to require such higher limits as may be reasonable and customary for properties of this size and type; and
- (c) Such other insurance on or in connection with any of the Premises as Landlord may reasonably require, which at the time is commonly obtained in connection with properties similar to the Premises.

The insurance to be maintained by the Tenant shall be that which would be carried by reasonably prudent tenants of premises similar to the Premises.

### **8.2 Landlord's Insurance**

Subject to its general availability, the Landlord shall effect and maintain during the Term:

- (a) "all risks" property insurance which shall insure the Lands and Building (other than any Improvements) on a full replacement cost basis against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
- (b) equipment breakdown insurance on objects defined in a standard comprehensive equipment breakdown policy against accidents as defined therein;
- (c) commercial general liability insurance covering claims for personal injury and property damage arising out of all operations in connection with the management and administration

of the property in an amount not less than \$5,000,000.00 per occurrence/annual aggregate; and

- (d) such other coverage, or increases in the amount of coverage, as the Landlord may consider necessary.

The insurance to be maintained by the Landlord shall be that which would be carried by reasonably prudent owners of properties similar to the Lands.

### **8.3 Insurance Providers.**

The insurance policies required by Section 8.1 shall (a) name Landlord as additional insured, and (b) contain an agreement by the insurer to give at least thirty (30) days' prior written notice to all additional insureds of any intention to cancel, cause to lapse, materially diminish or deny coverage. If such insurance or any part thereof shall expire, be withdrawn, become void, voidable, unreliable or unsafe for any reason, including a breach of any condition thereof by Tenant or the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance in accordance with this Lease. Tenant covenants and agrees that certificates of insurance for all insurance required to be maintained by it pursuant to this Article 8 shall be delivered to Landlord upon request by Landlord to Tenant. If Tenant fails to take out or keep in force any policy of insurance referred to in Section 8.1 hereof, Landlord may do so and pay the premium and in that event, Tenant will pay to Landlord the amount so paid as Additional Rent and it will be due and payable on the first day of the month following the payment by Landlord.

The insurance policies required by Section 8.2 shall (a) name Tenant as additional insured and (b) contain an agreement by the insurer to give at least thirty (30) days' prior written notice to all additional insureds of any intention to cancel, cause to lapse, materially diminish or deny coverage. If such insurance or any part thereof shall expire, be withdrawn, become void, voidable, unreliable or unsafe for any reason, including a breach of any condition thereof by Landlord or the failure or impairment of the capital of any insurer, Landlord shall immediately obtain new or additional insurance in accordance with this Lease. Landlord covenants and agrees that certificates of insurance for all insurance required to be maintained by it pursuant to this Article 8 shall be delivered to Tenant upon request by Tenant to Landlord. If Landlord fails to take out or keep in force any policy of insurance referred to in Section 8.2 hereof, Tenant may do so and pay the premium and in that event, Landlord will pay to Tenant the amount so paid and Tenant shall have the right to set off all Rent payments or any other amount due to Landlord against any and all amounts due to Tenant by Landlord under this Section.

### **8.4 Premiums.**

Each party shall pay as they become due all premiums for the insurance required by Article 8, shall renew or replace each policy and shall promptly deliver to the other party at its request certificates of the insurance policies evidencing the existence of all policies.

### **8.5 Compliance with Policy Terms.**

Each party shall promptly comply with and conform to: (a) all provisions of each insurance policy required by this Article 8; and (b) all requirements of the insurers thereunder applicable to Landlord, Tenant or the Premises or to the use, manner of use, occupancy, possession, operation maintenance, alteration or repair of the Premises in accordance with the terms of this Lease.

### **8.6 Waivers.**

All policies of Tenant shall contain effective waivers by the carrier against all claims for insurance premiums against Landlord and its mortgagee and contain full waivers of subrogation against Landlord and its mortgagee.

All policies of Landlord shall contain effective waivers by the carrier against all claims for insurance premiums against Tenant and contain full waivers of subrogation against Tenant.



## **8.7 Use Not To Affect Insurance.**

Tenant covenants and agrees that it will not do or permit or omit to be done anything upon the Premises or the Lands or any part thereof whereby any insurance policy shall be impaired or cancelled or the Premises rendered uninsurable.

# **ARTICLE 9 DAMAGE OR DESTRUCTION**

## **9.1 Effect of Damage.**

During the Term, if any Casualty occurs, Tenant shall give Landlord prompt notice thereof. Except where a Casualty is the result of Tenant's wilful misconduct or gross negligence, Landlord shall be responsible, at its sole expense (but subject to any insurance proceeds received therefor), to promptly undertake the repair and restoration of the affected portion(s) of the Premises, including all affected Improvements, to at least their condition existing prior to the Casualty, and Rent shall abate from the date of the Casualty during the period of such repair, in proportion to the portion of the Premises rendered unusable by Tenant. In the event of any such Casualty, Tenant shall be responsible, at its sole expense (but subject to any insurance proceeds received therefor) to promptly undertake the repair and restoration of Tenant Equipment. Where a Casualty is the result of Tenant's wilful misconduct or gross negligence, Rent shall not abate and Tenant shall also be responsible at its sole expense (but subject to any insurance proceeds received therefor), to promptly undertake the repair and restoration of the affected portion(s) of the Premises, including all affected Improvements to at least their condition existing prior to the Casualty.

## **9.2 Effect of Destruction - Premises.**

In the event of a Casualty which destroys or damages a portion of the Premises equal to 30% or greater of the usable area thereof, or which cannot be repaired within 120 days, each as determined by an independent architect jointly retained by Landlord and Tenant, or in the event the Casualty occurs within the last twelve (12) months of the Term, either Landlord or Tenant shall have the option of terminating this Lease upon 30 days prior written notice delivered to the other party within 30 days of the damage or destruction. All Rent and other charges hereunder shall be apportioned and adjusted between the parties taking into consideration the remaining usable area as of the date of destruction or damages and no Rent or other charges shall be payable as of the effective date of such termination.

## **9.3 Damage to Building.**

If twenty-five (25%) percent or more of the Building is damaged or destroyed by any cause whatsoever, whether or not there is any damage to the Premises, the Landlord may, at its option, by notice given to the Tenant within sixty (60) days after such occurrence, terminate this Lease on a date not less than thirty (30) days and not more than one hundred eighty (180) days after the giving of such notice. In the event of such termination Tenant shall surrender vacant possession of the Premises by not later than the said date of termination, and the Rent shall be apportioned and adjusted between the parties taking into consideration the remaining usable area as of the date of destruction or damages and no Rent or other charges shall be payable as of the the effective date of termination. If the Landlord does not so elect to terminate this Lease, the Landlord shall diligently proceed to repair and rebuild the Building to the extent of insurance proceeds which the Landlord receives or would have received had it maintained such insurance as required. In the event that the Tenant is unable to use its Premises, in whole or in part, as a result of the damage described in this paragraph (i.e. as a result of impaired access, damaged common use facilities and equipment such as HVAC, etc.), Rent shall abate, taking into consideration the remaining usable area, if any, from the date of the damage during the period of such repair until such time as the Tenant is again able to use its Premises.

## **9.4 Insurance Proceeds.**

In the event of a Casualty Landlord and Tenant shall cooperate in adjusting, collecting and/or compromising, all claims under any of the insurance policies required by Article 8 (except public liability insurance claims payable to a Person other than Tenant or Landlord) and shall jointly execute and deliver all necessary proofs of loss, receipts, vouchers and

releases required by the insurers. No decision to prosecute or contest any such claim, adjustment, settlement or compromise shall be made except with the written consent of both parties, each acting reasonably. All proceeds of any insurance required under Article 8 (excluding liability insurance claims payable to third parties) shall be payable to Landlord and Tenant jointly. Each insurer is hereby authorized and directed to make payment under such policies, including return of unearned premiums, directly to Landlord and Tenant jointly.

#### **9.5 Application of Insurance Proceeds.**

Any insurance proceeds shall be applied first to reimburse Landlord and Tenant for all costs and expenses, including reasonable solicitors' fees, incurred by each in connection with the collection of such insurance proceeds. The balance of any insurance proceeds received with respect to an insured Casualty which does not fall within Section 9.2 shall be used to pay for repairs, reconstruction, restoration or replacements necessitated by the Casualty, proportionately as required to the costs of repair which are the responsibility of each party as set out in Section 9.1. Any Net Proceeds of a Casualty remaining after restoration of the Premises shall be retained by each party in the same proportions, to be used as each party sees fit. In the event of a termination of the Lease as set out in Section 9.2, insurance proceeds payable as a result of the Casualty shall be paid directly to Landlord in the proportion which the value of the damage to the Premises (excluding Tenant Equipment) is to the value of all damage suffered as a result of the Casualty. Similarly, insurance proceeds payable as a result of the Casualty shall be paid directly to Tenant in the proportion which the value of the damage to Tenant Equipment is to the value of all damage suffered as a result of the Casualty.

### **ARTICLE 10 WAIVERS AND INDEMNITIES**

#### **10.1 Waiver and Indemnification.**

Each party shall indemnify, defend and hold harmless the other and its subsidiaries and affiliates and their respective officers, directors, employees, mandataries, agents, successors and assigns from and against all Costs, expenses, payments, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever incurred by the other party in connection with the breach of the Lease by a party or in connection with any third party claims for bodily injury, death to any person or damage to property caused by, or to the extent attributable to, any negligent or willful misconduct of a party (hereinafter collectively referred to as "Claims").

Each party's obligation under this Section 10.1 to indemnify and hold the other harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other in respect of such Claim.

Each party shall have the right at its own expense and option to be represented by counsel of its own choice in defence of any such Claim and in negotiations for settlement in connection with any such Claim.

As used in this Section 10.1, the terms "Tenant" and "Landlord" shall include their respective officers, directors, employees, agents, representatives and those for whom they are at law responsible.

The provisions of this Section 10.1 shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

### **ARTICLE 11 ASSIGNMENT, SUBLETTING AND FINANCING**

#### **11.1 Assignment and Subletting.**

Except as otherwise provided herein, Tenant shall not sell, assign or transfer this Lease or any interest herein, sublet or permit the occupancy or use by others of the Premises or any part thereof, or part with possession of the Premises or any part thereof, or allow any transfer hereof by operation of law or otherwise (collectively, a "Transfer") to any Person without the prior written consent of Landlord. If the Tenant intends to effect a Transfer, then the Tenant shall give prior written notice to the Landlord of such intent specifying the nature of the Transfer and the name of the proposed transferee and shall provide such information with respect to the proposed

Transfer and the transferee as the Landlord may reasonably require. Tenant shall cause the Tenant, assignee or transferee to execute and deliver to the Landlord an agreement to be bound by the terms and provisions of this Lease as if the Tenant (to the extent of the subleased premises), assignee or transferee had executed this Lease in the place and stead of the Tenant.

Landlord will, within 30 days after having received written notice from the Tenant as set out above, notify Tenant in writing whether it consents or does not consent to the Transfer, and if it does not consent, its reasons therefore. Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with any proposed assignment including, the cost of investigating the acceptability of the proposed transferee and legal costs incurred in connection with the proposed assignment.

Notwithstanding anything to the contrary provided herein, Tenant shall have the right, without Landlord's consent but upon notice to Landlord accompanied by a copy of the relevant documents of assignment or sublease, to assign this Lease or any interest herein or sublet the Premises or any portion thereof to an Affiliate.

#### **11.2 Release.**

Where a Transfer occurs in compliance with the terms of this Lease, Tenant shall be released and discharged from any future liability for the performance of all covenants and obligations under or in connection with this Lease.

#### **11.3 Assignment by Landlord.**

Landlord shall have the right to sell the Premises or assign this Lease, provided however that Landlord shall not be released of any liability pursuant to the terms of this Lease unless successor landlord assumes the obligations of Landlord hereunder in writing.

#### **11.4 Subordination and Attornment.**

Tenant acknowledges that this Lease is, at the option of any mortgagee or chargee, subject and subordinate to any and all mortgages or charges (including deeds of trust and mortgage securing bonds, all indentures supplemental thereto or any other instruments of financing, refinancing or collateral financing) which may now or hereafter affect the Land or Improvements, or any part thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, PROVIDED the holder of such mortgage or charge enters into a non-disturbance agreement with the Tenant pursuant to which, so long as the Tenant shall not be then in default under this Lease, the Tenant shall be entitled to remain undisturbed in possession of the Premises pursuant to this Lease, notwithstanding the exercise of any rights or remedies by the holder of the mortgage or charge. Tenant agrees to execute promptly any certificate or instrument in confirmation of such subordination and will, if requested by Landlord or by any such mortgagee or chargee, attorn to such mortgagee or chargee.

### **ARTICLE 12 END OF TERM**

#### **12.1 Surrender.**

Subject to Section 4.2, upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the same condition in which the Premises were at the commencement of this Lease except for reasonable wear and tear and as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease. The covenants set forth in this Section 12.1 shall survive the expiration or termination of the Term.

#### **12.2 Holding Over.**

If the Tenant holds over after the end of the Term without a written agreement providing therefor, Tenant shall be deemed to be a tenant from month to month, at a monthly rent, payable in advance, equal to 150% of the monthly Rent payable during the last year of the Term, and Tenant shall be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by

Landlord due to Tenant's failure to vacate the Premises and deliver possession to Landlord as provided herein.

### **12.3 Survival of Obligations.**

Upon the termination of this Lease:

- (a) all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of termination;
- (b) all of the provisions of this Lease relating to the obligations of any of the parties to account to or indemnify the other and to pay to the other any monies owing as at the date of termination in connection with this Lease; and
- (c) all provisions which are stated to survive;

shall survive such termination.

### **12.4 Option to Renew.**

Provided that the Tenant pays Rent as and when it becomes due and punctually performs the terms, covenants and conditions to be performed by it in accordance with the terms of the Lease and is not in default of its obligations hereunder, the Tenant shall have two three (3) year options to renew, under the same terms and conditions of this Lease save and except for the Basic Rent, which shall be fair market rent to be negotiated between the Landlord and the Tenant following the Tenant exercising the option(s) to renew, with such negotiations to be completed not more than 180 days and not less than ninety (90) days prior to completion of the then current Term. The parties hereto agree that the Basic Rent to be paid during the option period shall not be less than that paid during the last year of the Term. If the parties cannot agree to the amount of Basic Rent to be paid during the renewal term before the date referenced above, the parties agree to refer the matter to arbitration pursuant to the terms of the Arbitration Act (Ontario). The decision of any arbitrator or arbitrators shall be final and binding. All documents shall be kept confidential during said arbitration. The expense of arbitration shall be divided equally between the parties and the Tenant's share of expenses may be applied as Additional Rent or deducted from any deposit held by the Landlord.

The Tenant must provide a minimum of one hundred and eighty (180) days notice in writing to the Landlord of its intention to renew, failing which the applicable option(s) contained herein shall lapse and become null and void. Such notice by the Tenant shall not be more than three hundred and sixty (360) days prior to the expiry date of the then current Term.

The Landlord shall be under no obligation to provide any rent free periods or to pay any inducements, commissions, fees or expenses on behalf of or directly to the Tenant with respect to any extension Term.

## **ARTICLE 13 LIENS AND ESTOPPEL CERTIFICATES**

### **13.1 Construction Liens.**

- (a) Tenant shall, throughout the term of the Lease at its own expense, cause any and all statutory liens, construction liens and other claims for labour, services or materials alleged to have been supplied to, or to have been charged by or for Tenant or anyone on its behalf which may be registered against, or otherwise form a lien against the Premises, to be paid, satisfied, discharged, released, cancelled and vacated within the earliest of: (i) the tenth (10th) day after Landlord notifies Tenant that a claim for any lien has been made; or (ii) the tenth (10th) day after Tenant in any other manner receives actual or constructive notice that a lien is claimed.
- (b) If Tenant *bona fide* disputes the validity, correctness, or amount of any lien, Tenant may vacate, discharge or otherwise dispose of the lien and shall be entitled to defend against any claim for lien in proceedings in any court having jurisdiction provided that it: (i) prosecutes such defence with all due diligence; and (ii) posts such bond as may be required or pays into court the amount necessary to discharge the lien from title and such costs as the court may direct, and registers all documents

necessary to have the lien or other claim vacated or provides such other security to protect the interest of Landlord in the Premises as Landlord considers sufficient, acting reasonably.

- (c) At any time when work is being performed or material supplied to the Premises for or on account of Tenant, Tenant shall hold back such funds for such time as is required by any law.

### **13.2 Estoppel Certificates.**

Tenant and Landlord agree that at any time and from time to time (but on not less than ten (10) Business Days' prior request by the other), it will execute, acknowledge and deliver to the other and such other Person(s) as may be reasonably requested, a certificate indicating any or all of the following, to the extent true at that time: (a) the date on which the Term commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Basic Rent has been paid; (d) that no default exists on the part of the other party which has not been cured, except as to defaults stated in such certificate; (e) that the responding party has no existing defences or set-offs to enforcement of this Lease, except as specifically stated in such certificate; and (f) such other matters as may be reasonably requested by the requesting party. Any such certificate may be relied upon by the requesting party, or if Tenant is the requesting party, by any assignee of Tenant's interest under this Lease.

## **ARTICLE 14 DEFAULTS AND REMEDIES**

### **14.1 Defaults by Tenant.**

Each of the following events will constitute an "Event of Default" by the Tenant under this Lease:

- (a) Failure to Pay Rent. Tenant fails to pay Basic Rent or any other Rent payable as and when due and fails to cure such failure to pay within five (5) Business Days following written notice thereof from Landlord to Tenant.
- (b) Failure to Perform Other Obligations. Tenant breaches or fails to comply with any provision of this Lease applicable to Tenant other than a covenant to pay Rent, and such breach or noncompliance continues for a period of fifteen (15) days after written notice thereof from Landlord to Tenant; or, if such breach or noncompliance is capable of cure but cannot reasonably be cured within such fifteen (15) day period, Tenant does not commence to cure such breach or noncompliance within such fifteen (15) day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding anything in the foregoing to the contrary, the terms of this Section 14.1(b) shall not apply with respect to any breach or noncompliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this Article 14 or which cannot be cured.
- (c) Execution and Attachment Against Tenant. Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant.
- (d) Bankruptcy or Related Proceedings. Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property.
- (e) Abandonment. The Premises shall have been abandoned for a period of at least thirty (30) days. The parties acknowledge that the Premises may be empty from time to time as they will be used primarily for warehousing purposes.



- (f) Dissolution. Tenant shall be wound up, liquidated or dissolved or proceedings towards its winding up, liquidation or dissolution are commenced.
- (g) Licenses and Permits. A failure by Tenant to maintain in effect any license or permit necessary for the use, occupancy or operation of the Premises in accordance with this Lease and to cure such failure within fifteen (15) days following written notice thereof from Landlord or competent authority responsible for such licensing and permitting requirements to Tenant.
- (h) Transfer. The breach or violation by Tenant of any of the terms or conditions set forth in Article 11 of this Lease.
- (i) Use. The breach or violation of Tenant of any of the terms or provisions of Section 5.1 of this Lease concerning Tenant's use of the Premises.

#### **14.2 Landlord's Remedies.**

If any Tenant Event of Default occurs, the then current month's Rent together with Rent for the three (3) months next ensuing shall immediately become due and payable and Landlord will have the right, at Landlord's election, then or at any later time while such Event of Default is continuing, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not preclude the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity:

- (a) Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Event of Default in such manner and to such extent as Landlord deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Landlord notifies Tenant of Landlord's intention to do so and affords Tenant at least ten (10) days (or such shorter period as is reasonable under the circumstances) in which to make such payment or take such action, provided however, if a notice was provided by Landlord pursuant to Section 14.1(b) hereof no further notice need be given. Tenant will pay Landlord, upon demand, all advances and Costs of Landlord in connection with making any such payment or taking any such action, together with interest at the Default Rate from the date of payment of any such advances and Costs by Landlord.
- (b) Termination of Lease and Damages. Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant.
- (c) Repossession and Reletting. Landlord may reenter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord will be construed as an election by Landlord to terminate this Lease unless a notice of such intention is given to Tenant. No notice from Landlord or notice given under a forcible entry and detainer statute or similar Laws will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting to terminate this Lease by giving Tenant such notice, in which event the Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord shall use commercially reasonable efforts to relet the Premises on commercially reasonable terms and conditions. Landlord may make such repairs as reasonably appropriate to accomplish such reletting, and Tenant will reimburse Landlord upon demand for all reasonable Costs and expenses, including reasonable solicitors' fees, which Landlord may incur in connection with such reletting. The Lease shall terminate upon the reletting of the Premises. Regardless of the termination of the Lease, Tenant shall remain liable for the difference between the amount to be received by

Landlord under the new lease and the Basic Rent and other Rent which would be payable if such termination had not occurred.

### **14.3 Defaults by Landlord.**

Each of the following events will constitute an “Event of Default” by the Landlord under this Lease:

- (a) Failure to Perform Obligations. Landlord breaches or fails to comply with any provision of this Lease applicable to Landlord, and such breach or noncompliance continues for a period of fifteen (15) days after written notice thereof from Tenant to Landlord; or, if such breach or noncompliance is capable of cure but cannot reasonably be cured within such fifteen (15) day period, Landlord does not commence to cure such breach or noncompliance within such fifteen (15) day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding anything in the foregoing to the contrary, the terms of this Section 14.3 shall not apply with respect to any breach or noncompliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this Article 14 or which cannot be cured.
- (b) Transfer. The breach or violation by Landlord of any of the terms or conditions set forth in Article 11 of this Lease.

### **14.4 Tenant’s Remedies.**

If any Landlord Event of Default occurs, Tenant will have the right, at Tenant’s election, then or at any later time while such Event of Default is continuing, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not preclude the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Tenant at law or in equity:

- (a) Cure by Tenant. Tenant may, at Tenant’s option but without obligation to do so, and without releasing Landlord from any obligations under this Lease, make any payment or take any action as Tenant deems necessary or desirable to cure any Event of Default in such manner and to such extent as Tenant deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Tenant notifies Landlord of Tenant’s intention to do so and affords Landlord at least ten (10) days (or such shorter period as is reasonable under the circumstances) in which to make such payment or take such action, provided however, if a notice was provided by Landlord pursuant to Section 14.3(a) hereof no further notice need be given. Landlord will pay Tenant, upon demand, all advances and Costs of Tenant in connection with making any such payment or taking any such action, together with interest at the Default Rate from the date of payment of any such advances and Costs by Tenant. Tenant shall have the right to set off all Rent payments or any other amount due to Landlord against any and all amounts due to Tenant by Landlord under this Lease.
- (b) Termination of Lease and Damages. Tenant may terminate this Lease, effective at such time as may be specified by notice to Landlord, and recover any damages, including reasonable solicitors’ fees and expenses, in connection with such termination and Event of Default.

### **14.5 Bankruptcy Relief.**

Nothing contained in this Lease shall limit or prejudice Landlord’s right to prove and obtain, as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the amounts recoverable as damages under this Lease.

### **14.6 Remedies Not Exclusive.**

Notwithstanding anything to the contrary herein contained, in lieu of or in addition to any of the foregoing remedies and damages, a party may exercise any remedies and collect any damages available to it at law or in equity. If a party is unable to obtain full satisfaction pursuant to the exercise of any remedy, it may pursue any other remedy which it has hereunder or at law or in equity.

**14.7 Mitigation.**

Each party shall be required to mitigate its damages hereunder. If any Law shall validly limit the amount of any damages provided for herein to an amount which is less than the amount agreed to herein, each party shall be entitled to the maximum amount available under such Law.

**14.8 No Waiver.**

No failure of a party: (a) to insist at any time upon the strict performance of any provision of this Lease; or (b) to exercise any option, right, power or remedy contained in this Lease shall be construed as a waiver, modification or relinquishment thereof. A receipt by a party of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing signed by such party.

**14.9 Remedies Cumulative.**

Except as otherwise provided herein, all remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. Each remedy may be exercised at any time an Event of Default has occurred and is continuing and may be exercised from time to time. No remedy shall be exhausted by any exercise thereof.

**14.10 Recovery of Enforcement Costs.**

All Costs and expenses, including reasonable solicitors' fees and disbursements, incurred by Landlord in connection with the exercise of any permitted remedy for an Event of Default, or the enforcement of the provisions of this Lease, together with interest thereon at the Default Rate from the date incurred, shall be borne by the defaulting party and shall be paid by the defaulting party to the other party upon demand.

**ARTICLE 15  
INSPECTION**

**15.1 Inspection.**

Landlord and its authorized representatives, including, without limitation, mortgagees, shall have the right to enter the Premises at all reasonable times during normal business hours, after not less than two (2) days' prior notice to Tenant, for the purpose of: (a) examining or inspecting the Premises; or (b) showing the Premises to prospective mortgagees. Landlord shall take all reasonable efforts to ensure that such inspection does not disrupt Tenant's operations in any manner, and shall comply with all occupational health and safety requirements as Tenant may impose for the protection of the inspectors while on the Premises.

**ARTICLE 16  
NOTICES**

**16.1 Notices.**

All notices required or permitted under this Lease must be in writing and will only be deemed properly given and received: (a) when actually given and received, if delivered in person to a party, with acknowledgement of receipt; or (b) two Business Day after deposit with a private courier or overnight delivery service, return receipt requested; or (c) on the day of email transmission if same is a Business Day and during normal business hours or otherwise on the next following Business Day. All such notices must be transmitted by one of the methods described above to the party to receive the notice at, in the case of notices to Landlord, Landlord's Address, and in the case of notices to Tenant, Tenant's Address, or, in any case, at such other address(es) as Landlord or Tenant may notify the other in accordance with this Section 16.1. Any notice to Tenant must be sent to [legal@greenfield.com](mailto:legal@greenfield.com) in addition to the foregoing.

**ARTICLE 17  
SPECIAL PROVISIONS**

**17.1 Right of Way.**

The Parties acknowledge the existence of an unregistered “right of way” on the Lands as depicted in Exhibit A hereto (the “**Right of Way**”). The Tenant shall permit the Landlord and its permitted assigns free and uninterrupted access to the Right of Way for access purposes for the duration of the Term on a without cost basis. The Tenant shall ensure that the Right of Way is left unencumbered at all times and the Tenant shall not be permitted to place any structures on the Right of Way nor shall any parking of vehicles (temporary or permanent) be permitted on the Right of Way.

**17.2 Demolition.**

Notwithstanding any other provision in this Lease, the Landlord may terminate this Lease at any time upon giving to the Tenant not less than 6 months' Notice of such termination if required by a governmental authority; Landlord shall reimburse Tenant for any fees or costs incurred in connection with such termination, including but not limited to any moving costs and the reimbursement of the cost of any Alteration or Improvements made by Tenant in or to the Premises. All Rent shall be adjusted as of such termination date, and Tenant, at Landlord's expense, shall promptly execute all documents and other assurances that are required to give effect to the provisions of this Section 17.2.

**17.3 Second floor of the Building.**

In the event that the Tenant wishes to occupy the Second Floor of the Building as an office and/or storage space during the Term or any renewal thereof, then the parties agree that the Tenant shall provide the Landlord with reasonable notice in advance; unless otherwise agreed at the time of the provision of notice, the costs related to making the Second Floor of the Building fit for occupancy including without limitation design and construction plans, permit costs, application costs, construction and repair costs will be for the sole account and cost of the Tenant.

Subject to the foregoing, in the event that the Tenant wishes to occupy the Second Floor of the Building as an office and/or storage space during the Term or any renewal thereof, then the Tenant shall pay to Landlord, yearly and every year during the Term an annual basic rent in Canadian dollars (the “**Second Floor Rent**”) for the Term by consecutive equal monthly installments, the first of such installments to be paid on the date that the Tenant occupies the Second Floor, and subsequent installments on the first day of each month thereafter during the Term of this Lease calculated as follows:

The Second Floor Rent in year 1 for the Second Floor of the Building shall be [REDACTED] (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date [REDACTED];

The Second Floor Rent in year 2 for the Second Floor of the Building shall be [REDACTED] (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date [REDACTED];

The Second Floor Rent in year 3 for the Second Floor of the Building shall be [REDACTED] (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date [REDACTED];

The Second Floor Rent in year 4 for the Second Floor of the Building shall be [REDACTED] (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date [REDACTED];

The Second Floor Rent in year 5 for the Second Floor of the Building shall be [REDACTED] (where 3,000 represents the square feet of the Second Floor), pro rated based on the occupancy start date [REDACTED];

It is the intent of the parties that if Tenant decides to occupy the Second Floor of the Building, the Second Floor Rent provided in this Lease will be a net payment to Landlord, that this Lease shall be absolutely net to Landlord and that Landlord will not be required to pay any costs or expenses or provide any services in connection with the Second Floor of the Building and/or the Premises except as otherwise set out herein, and Tenant will bear all costs and expenses relating to the Second Floor of the Building and/or the Premises. Accordingly, Tenant covenants and agrees to pay in addition to Second Floor Rent, all costs and expenses which are incurred in respect of the

operation, maintenance, repair, administration and supervision of the Second Floor of the Building except as otherwise set out herein (collectively, “**Additional Second Floor Rent**”), including, without duplication or limitation: (a) Taxes; (b) Business Taxes; and (c) Operating Costs. For greater certainty herein, all maintenance, repairs and replacements of a structural nature in connection with the Second Floor shall be considered expenses of a capital nature, which shall be the responsibility of the Landlord and completed at the Landlord’s cost. If Tenant does not occupy the Second Floor of the Building, all expenses, including but not limited to maintenance, repairs, replacement of any nature and any Second Floor Operating Costs will be for the sole account and cost of the Landlord.

**17.4 Arbitration.**

Unless otherwise dealt with herein, all differences or disputes which arise between the parties in relation to any matter relating to the Lease shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and in default of agreement to a single arbitrator appointed by the Superior Court of Justice under the provisions of the Arbitration Act (Ontario). The award or determination which shall be made shall be final and binding upon the parties hereto.

**17.5 Reasonableness.**

The Landlord and Tenant agree to act reasonably and in a fair manner with regards to all calculations and decisions in relation to this Lease in accordance with usual accounting principles and property management principles.

**17.6 Registration.**

The Tenant may register a notice of this Lease. Tenant shall be responsible for the preparation of all documents and Landlord shall execute any documents that are reasonably necessary to give effect to such registration.

**ARTICLE 18  
MISCELLANEOUS**

**18.1 Time.**

Time is of the essence in this Lease.

**18.2 Only Landlord/Tenant Relationship.**

Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

**18.3 Counterparts.**

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or PDF form and the parties adopt any signatures received by a receiving fax machine or e-mail as original signatures of the parties.

**18.4 Compliance with the Planning Act.**

It is an express condition of this Lease, that the provisions of Section 50 of the *Planning Act* (Ontario) and amendments thereto, or replacements thereof, be complied with if applicable in law.

**18.5 Successors and Assigns.**

All of the terms and provisions of the Lease shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, permitted successors and permitted assigns.



**18.6           Amendment**

No amendment to this Lease shall be binding upon the parties unless the same is in writing and executed by Landlord and Tenant.

Having read and intending to be bound by the terms and provisions of this Lease, the Landlord and the Tenant hereto execute this Lease.

***[Signature Page Follows.]***

IN WITNESS, WHEREOF the parties hereto have executed this Lease on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL, A DIVISION OF THE PORT OF JOHNSTOWN**

**Per:** \_\_\_\_\_  
Name:  
Title:

**Per:** \_\_\_\_\_  
Name:  
Title:

**Per:** \_\_\_\_\_  
Name:  
Title:

*I/We have authority to bind the Corporation.*

**GREENFIELD GLOBAL INC.**

**Per:** \_\_\_\_\_  
Name:  
Title:

*I have authority to bind the Corporation.*

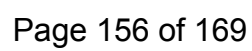


EXHIBIT B

Year	Period	Annual Amount	Monthly Installment	Annual Sq. Ft Rate
1	Jan. 1, 2023 to Dec. 31, 2023	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
2	Jan. 1, 2024 to Dec. 31, 2024	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
3	Jan. 1, 2025 to Dec. 31, 2025	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
4	Jan. 1, 2026 to Dec. 31, 2026	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
5	Jan. 1, 2027 to Dec. 31, 2027	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

**EXHIBIT C**

**LANDLORD'S WORK**

Landlord shall execute the following Landlord's Work:

- Prior to the Commencement Date and no later than March 30, 2023 in the event of materials and/or labour shortages encountered by the Landlord, Landlord shall replace and seal all the outside windows of the Building. Such work shall be at Landlord's sole cost and expense and may not be charged to Tenant as Additional Rent.
- On or before February 28, 2023, Landlord shall install an HVAC system in the Premises in the form of the Reznor 175,000 BTU natural gas unit heater (as described in the estimate dated December 7, 2022 provided by Ball Refrigeration), and perform any electrical work required for the installation of such system. Such work shall be paid for by Landlord and reimbursed by Tenant as Additional Rent, up to an amount of CAD\$25,000.00, amortized over two years in equal payments starting at the date of the installation of the HVAC system.
- Prior to the Commencement Date, Landlord shall also ensure that the two (2) heaters located in the warehouse portion of the Building and affixed to the ceiling (being model # LF-250A-3 and model # PDP200AE0130SBAN) and the one (1) heater located in the pump room (being model # HD 30AS0111FBAN (30,000 BTU) and natural gas piping inside the Building are functional and perform any required repairs or replacement of such systems if needed. Such work shall be at Landlord's sole cost and expense and may not be charged to Tenant as Additional Rent.



**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL  
BY-LAW NO. 2023-**

**“TO APPOINT MEMBERS AND REPRESENTATIVES  
TO CERTAIN BOARDS AND COMMITTEES.”**

**WHEREAS** Section 11 of the Municipal Act 2001, S.O. 2001, c.25, as amended, in part provides that a lower-tier municipality may pass by-laws respecting the governance and structure and its local boards;

**AND WHEREAS** it is deemed desirable to appoint representatives to various boards and committees;

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

1. That the following are appointed to the Committee of Adjustment:

Donald Gibson  
Tim Nason  
Stephanie Summers  
Wendy Van Keulen (Secretary/Treasurer)

2. That the following are appointed as Fenceviewers:

Doug Cleary  
Gary Cooper  
John Hunter

3. That the following are appointed to the Edwardsburgh Cardinal Cemetery Board:

Barry Brown  
Steve Deschamps  
James Deyo  
Robert Hamilton  
Henk Heykoop  
Greg Modler  
Brian Purcell  
Jim Purcell  
Dave Robertson  
Sean Nicholson (Treasurer)

4. That the following is appointed as the Livestock Valuer:

Conor Cleary  
John Hunter

5. That the following are appointed to the Committee of the Whole – Administration and Operations for a term of two years:

Tory Deschamps (Chair)  
Stephen Dillabough  
Joe Martelle  
Waddy Smail

By-law 2023-  
Appoint Boards & Committees

Chris Ward  
John Hunter (Advisory Member)  
Karen Roussy (Advisory Member)

6. That the following are appointed to the Committee of the Whole - Community Development for a term of two years:

Chris Ward (Chair)  
Tory Deschamps  
Stephen Dillabough  
Joe Martelle  
Waddy Smail  
Chris Ward  
Dave Dobbie (Advisory Member)  
Kimberly Martin (Advisory Member)

7. That the following is appointed to the Prescott Wastewater Treatment Facility Management Board:

Tory Deschamps

8. That the following is appointed to the Rideau-St. Lawrence Utilities Inc. Board of Directors:

Randy Stitt

9. That the following are appointed to the Spencerville Arena Wall of Honour Selection Committee:

Stephanie Summers

10. That the following are appointed to the Business Showcase and Expo Committee:

Marquis Cote

11. That all appointments except where indicated are for the term January 1, 2023 to November 14, 2026.

12. That structure, representation, practices, appointment policy, honourariums and terms of reference for Boards and Committees is guided by the policy adopted by by-law 2022-71.

13. That the duties and responsibilities of each committee are as outlined in statute or by-law and the committee may make recommendations to Council for revisions to the terms of reference;

14. That the Mayor is hereby appointed as an ex-officio member of each committee;

15. That all previous by-laws and resolutions to appoint members to boards and committees including By-law 2020-78, as amended, are hereby repealed.

16. That this by-law will come into effect upon passing and may be referred to as the Committee Appointments By-law.

Read a first and second time this 30 day of January, 2023.

Read a third and final time, passed, signed and sealed this 30 day of January, 2023.

By-law 2023-  
Appoint Boards & Committees

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**Mayor**

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**Clerk**

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

**BY-LAW NO. 2023-**

**“BYLAW TO APPOINT MEMBERS OF THE EDWARDSBURGH CARDINAL  
PUBLIC LIBRARY BOARD”**

**WHEREAS** the Public Libraries Act, RSO 1990, Chapter L44, Section 9(1) authorizes the Council of a municipality to appoint a public library board of at least five members;

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

1. That the following are appointed to the Edwardsburgh Cardinal Public Library Board:
  - a. Anne Barratt
  - b. Hugh Cameron
  - c. Judy Cameron
  - d. Tim East
  - e. Kimberly Martin
  - f. Tammy Wilson
  - g. Joe Martelle
2. That all appointments are at the pleasure of Council and for the term January 1, 2023 to November 14, 2026.
3. That the duties and responsibilities of this board are as outlined in statute and in bylaw 2022-71.
4. That the Mayor is hereby appointed as an ex-officio member of this board.
5. That all other bylaws and resolutions appointing members of the Edwardsburgh Cardinal Public Library including bylaw 2018-78, as amended, are hereby repealed.
6. That this bylaw takes force and effect upon passing and may be referred to as the Library Board Appointments Bylaw.

Read a first and second time in open Council this 30 day of January, 2023.

Read a third and final time, passed, signed and sealed in open Council this 30 day of January, 2023.

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**Mayor**

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**Clerk**

## CAO's ADMINISTRATIVE UPDATE TO COUNCIL

### ADMINISTRATION / ECONOMIC DEVELOPMENT

Senior Management Team	Staff will be meeting with BFL Insurance representatives on February 14 to review risk and claim procedures.
Economic Development	Staff will be meeting with Newmark and MEDJCT in mid-February to discuss further opportunities in strengthening economic development focus and strategy.
LG Approved Small Business and Trade Show	The 2023 LG Approved Small Business and Trade Show is scheduled for March 2-4 at the Leo Boivin Community Centre in Prescott. We are once again a title sponsor for the event. More information will be presented at the Committee of the Whole - Community Development meeting on February 6.
2023 ROMA Conference Delegations	On January 23, the Mayor, Deputy Mayor, CAO and Augusta Deputy Mayor met with the Minister of Energy, the Honourable Todd Smith on the natural gas expansion program and later that day, the Mayor, Deputy Mayor and CAO met with the Honourable Vic Fedeli (MEDJCT) and Honourable Steve Clarke (MMAH) to provide Jobsite Challenge feedback. Both resulted in productive conversations.
2 <sup>nd</sup> Foodcycler pilot project	We have pre-sold 22 units (roughly 50/50 split) in the first week. Units are scheduled to arrive the week of February 6 with resident pickup on February 11 and 12 week program beginning on February 13.
Building	Draft amendments to the building fee schedule will be coming forwarded at the February 13 Committee of the Whole - Administration and Operations. Staff also participated in the Building Inspectors qualification survey noting areas of improvement on exam feedback and design, and a formalized apprenticeship program.
Bylaw	The BLEO is actively monitoring and enforcing winter parking restrictions during winter events. General compliance monitoring continues on a number of clean yards cases. The Township attended court mid-December for two property offences. The owner pled guilty and was fined according to the bylaw and was ordered to comply with the Townships guidelines to bring the properties into compliance within a set timeframe.
Upcoming meeting schedule <b>Time – 6:30pm unless noted otherwise</b>	Thursday February 2, Committee of the Whole – Administration & Operations – Budget Meeting # 2 Monday February 6, Committee of the Whole – Community Development Monday February 13, Committee of the Whole – Administration & Operations Wednesday February 22, Port Management Committee



	Monday February 27, Regular Council
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### TREASURY

Budget #2	Preparation work for Budget meeting #2 on February 2 <sup>nd</sup> . This meeting will consist of reviewing the business cases for the capital projects and discussion around which projects will take priority for 2023
IO Construction Loan Proceeds	Q1 advance is scheduled for \$400K. Cash position currently over \$3M so will take the advance later in the quarter to save interest charges.
Year End	Working to have all items booked by end of January so a reasonable estimate of surplus/deficit can be projected. Year end audit will be February 27 – March 3
MuniSoft Draws	Our municipal financial software provider holds two draws annually. We submitted under both the community project (\$3,000) for Seniors aerobics and the relief fund program (\$1,000) for the foodbank- fresh options for clients. We should know more in the next couple of weeks.

### FACILITIES/RECREATION

Holiday Free Skate	Had a total of 10 Free Skates over the holidays with good turn outs.
Summer Programs	Staff are currently working on the summer programs layout; some programs have already been posted via social media. The Summer Camp information will roll out in the next couple of weeks
Giant Tiger Play structure	The unit will likely arrive early Spring and its anticipated it will be ready for use by the end of May
Summer Students	Last year's students have all be contacted and we are currently advertising for new positions as well to fill the slots.
Spring Ice	Working on Spring Ice, the plan will be to run April and hopefully into late May as done prior to Covid

### OPERATIONS – PUBLIC WORKS

Plow Truck Tender	Tender issued to 7 proponents and will close February 14 <sup>th</sup> Staff receiving some expression of interest through tender document requests and questions.
Winter Operation Events	Routine and Regular Road Patrols completed 10 Winter Operation Events to date 1 Snow Removal Operation in Cardinal and Spencerville Assist HFI Pyrotechnics with Salting/Sanding parking lots and roadways on HFI property due to vandalism to HFI plow equipment.
Misc. Works	Performed roadside debris and tree - limb collection

	Collection of Christmas trees in Cardinal, Spencerville, Johnstown and New Wexford. Performed vehicle maintenance on units. Performed shop maintenance at Pittston Garage.
Policy Review	Review Electronic Monitoring Policy with Unionized Staff

## OPERATIONS – ENVIRONMENTAL SERVICES

Cardinal Water Control Pollution Plant	Routine rounds and maintenance completed. Capital Controls completed annual calibration/verification of process equipment. Process control equipment recertified. Morrisburg Plumbing replaced boiler recirculation pump/motor and boiler pressure valve. Submitted Quarterly ERRIS report (Federal Effluent Regulatory Reporting Information System). Painting flooring.
Cardinal Water Plant	Routine rounds and maintenance completed. Trojan UV recertified UV Reference Sensor (every three years). Capital Controls completed annual calibration/verification of process equipment. Process control equipment re-certified. Annual water report completed and submitted. Annual DWQMS Risk Assessment and Internal Audit completed. Received MECP inspection report, no non-compliance or best management practices reported.
Cardinal Distribution System	Honeywell Field Installer (water meter programming) arrived. Coordinating with Honeywell and Rideau St Lawrence to install.
Industrial Park Water System	Routine rounds completed. The following annual submissions were completed - O. Regulation 450 submission (industries that use more than 7300 m <sup>3</sup> of drinking water annually) and annual water system report. Annual DWQMS Risk Assessment and Internal audit completed. Received MECP inspection report, no non-compliance or best management practices reported.
Windmill Pumping Station	Routine rounds completed.
Spencerville Wastewater System	Pulled north pump as Spencerville Station 1 (plugged) Cleaned floats in Spencerville Station # 1. Submitted annual ERRIS Report (Federal reporting)

	Capital Controls completed annual calibration/verification of flow meter. Flow meter had internal alarms and could not be re-certified. Capital Controls is recommending replacing. Investigating replacement options.
Cardinal Sewer and Storm Collection System	IECBL and RSL completed electrical upgrade at Highway 2 Pumping Station. Routine rounds completed.

#### OPERATIONS – MUNICIPAL DRAINS

Ferguson Drain	Tender for Ferguson Municipal Drain maintenance issued and closes January 31 <sup>st</sup> .
Newport Drain	Looking to tender March 7 and close on March 28 with tender report coming forward in April.

#### FIRE DEPARTMENT

HR	Ten new recruits started January 4. They will be completing their NFPA 1001 FFI on Wednesday evenings with certification testing scheduled on April 29.
	Received resignations from 6 members, five of which were unable to maintain an acceptable level of attendance.
	Deputy Chief Graham VanCamp and Chief emeritus James Purcell retired at the end of 2022 as required by policy. They will be honored at our appreciation dinner later this year.
Training	We received a grant from the Fire Marshalls Public Safety Council to assist with the cost of certification. Training materials will be provided with a value of \$1635.48.
	Three members are attending NFPA 1021 Officer level 1 Jan 27-29. Chief and Training Officer completed Fire Code parts 3 & 5 course Jan 14, 15, 21. Both courses held at the Leeds 1000 Islands Training Centre in Lyndhurst.
	Regular training schedule being developed with a focus on practical skills development.
	An Essentials of Municipal Fire Protection course for municipal Council is being scheduled for our area, likely to be hosted in Prescott. Details will be provided to Council ASAP.
	The LG Chief Officers Association have created a training reference library for all fire departments in the UCLG to utilize. The materials will be stored at our regional training centre in Leeds 1000 Islands. The concept is to prevent purchasing multiple texts/reference documents when multiple firefighters are enrolled in a course.

Fleet	Tanker 1 (new unit) is currently back at the manufacturer to have some deficiencies corrected. Expect it will be completed by weeks end.
	Pumper 4 had new front tires installed (13 years old). Rear tires will be completed when stock becomes available.
	Truck 8 received new winter rated all terrain tires. The stock tires were inadequate for travel during winter events. The original tires (low mileage) are available to repurpose on another township vehicle.
Fire Prevention	Multi residential inspection follow-up is ongoing. Slowly gaining compliance. Electrical Safety order issued on a duplex building.
	Working with Prescott and Augusta on a booth at the upcoming small business trade show in Prescott.
Other	Planning is under way for this year's Eastern Ontario Firefighters Association Convention to be hosted in Cardinal on June 16 & 17.
	A pancake breakfast/open house is scheduled at station #1 on February 25, 8am – noon.
	The Chief Fire Officers of LG are working on a food drive in support of the food bank. The details are still being worked out but planning to run Feb 1 – 11 with all FDs in the united counties participating.

#### EMERGENCY MANAGEMENT

OFMEM	Verified Community Emergency Management Coordinator and alternate as per OFMEM request.
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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](mailto:councilmail@twpec.ca)

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 30, 2023

Resolution Number: 2023- \_\_\_\_\_

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 J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		



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

**BY-LAW NO. 2023-**

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

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

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

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

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on January 30, 2023 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 30 day of January, 2023.

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**Mayor**

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**Clerk**