



AGENDA
REGULAR MEETING OF MUNICIPAL COUNCIL

Monday, March 25, 2024, 6:30 PM
South Edwardsburgh Community Centre
24 Sutton Dr.
Johnstown Ontario

6:15 pm Wellness Committee Kickstart Draw

1. **Call to Order**
2. **Approval of Agenda**
3. **Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof**
4. **Delegations & Presentations**
 - a. Spencerville United Church - Holly Howard
2024 Community Grants & Donations Request
5. **Consent Agenda**

Items listed under Consent Agenda are considered routine or no longer require a further discussion and are enacted in one motion. The exception to this rule is that a Member may request that one or more items be pulled for discussion and voted on separately.

Recommendation: THAT Municipal Council receives and approves the following consent agenda items as presented:

 - a. Regular Council - February 26, 2024 [See item 6a.]
 - b. Public Library Board - January 23, 2024 [See item 8a.]
 - c. Port Management Committee - February 20, 2024 [See item 8b.]
 - d. Committee of the Whole - Community Development - March 4, 2024 [See item 8c.]
 - e. Committee of the Whole - Administration & Operations - March 11, 2024 [See item 8d.]
 - f. 2023 Prescott Annual Water Report [See item 9a.]
 - g. 2023 Stormwater Management Annual Report [See item 9b.]
 - h. Disposal of Surplus Goods - Fire Department [See item 9c.]
 - i. Spencerville Lagoon Splitter Box Project [See item 9d.]
 - j. Spencerville Lagoon Mag Meter Installation Project [See item 9e.]
 - k. Award Dust Suppressant Tender [See item 9f.]
 - l. Award Crushed Rock Tender [See item 9g.]
6. **Minutes of the Previous Council Meetings**
 - a. Regular Council - February 26, 2024 - CONSENT
7. **Business Arising from the Previous Council Meeting (if any)**
8. **Committee Minutes**
 - a. Public Library Board - January 23, 2024 - CONSENT
 - b. Port Management Committee - February 20, 2024 - CONSENT
 - c. Committee of the Whole - Community Development - March 4, 2024 - CONSENT
 - d. Committee of the Whole - Administration & Operations - March 11, 2024 - CONSENT

9. Action and Information Items from Committees

- a. 2023 Prescott Annual Water Report - CONSENT
- b. 2023 Stormwater Management Annual Report - CONSENT
- c. Disposal of Surplus Goods - Fire Department - CONSENT
- d. Spencerville Lagoon Splitter Box Project - CONSENT
- e. Spencerville Lagoon Mag Meter Installation Project - CONSENT
- f. Award Dust Suppressant Tender - CONSENT
- g. Award Crushed Rock Tender - CONSENT
- h. Digital Service Squad Funding
- i. Support Tax Credit Increase for Volunteer Firefighters
- j. Update to Council Chambers Audio Visual System
- k. Blue Box Transition - Service Opt-Out
- l. Schneider Electric Support & Service Agreement
- m. 2024 Road Program – Professional Services
- n. 2024 Port of Johnstown Budget
- o. Resolution of Support - Keeping Energy Costs Down Act

10. Correspondence

11. Municipal Disbursements

12. By-laws

- a. 2024 Tax Rate Bylaw
- b. Road Widening - Part Lot 21, Concession 7, Millar Rd
- c. Update Bylaw to Designate Overall Responsible Operators - Water/Wastewater Systems

13. CAO's Administrative Update

14. Councillor Inquiries or Notices of Motion

15. Mayor's Report

16. Question Period

17. Closed Session

18. Confirmation By-law

19. Adjournment

Spencerville United Church

Request for Funding

Township of Edwardsburgh/Cardinal 2024

- We have become a community hub for activities:
- we host the guiding community
- We host the community choir and Village Voyces and some performances
- We host community luncheons once a month
- We host the South Grenville Food For All Foodbank every Thursday.
- We have weekly worship service Sunday at 10:30 am.
- We allow rentals of our facilities for usage to have parties, showers, weddings, receptions etc.

We are currently in the process of upgrading our power in the building from 60 amps to 200 amps, bringing in two new stoves- for better catering opportunities. We have already replaced all of the windows and most of the lighting to LED to reduce our carbon footprint. We are in the process of completing the Faithful Footprints grant which will help with all the above listed items and some other additional small items all dealing with our carbon footprint but not with our request here tonight.

We are asking for upgrades to our smoke detectors and sump pump alarms as quoted by Falcon Security.

The second thing we are requesting funding for is a defibrillator. We have a clientele that is all age encompassing, and the Food Bank has arranged the quote for us.

50

ALARM

SYSTEMS

Peace of Mind.
Delivered.

Quote #:

AAAQ1492

Date:

Jan 29, 2024

Bill To:

Sandra Lawrence
Spencerville United Church

Site Info:

Your Account Manager:

Chris Izatt

Phone 613-349-2355
16 Centre St
K0E 1X0 Spencerville

Phone

cizatt@alarmsys.com
613-342-7209
15 Central Ave East
K6V 1W5 Brockville

Our Commitment

Locally owned and operated since 1972, Alarm Systems has grown to become one of the largest independent electronic security companies in Canada by keeping our promises. Our promises serve as the backbone of our company that has helped us protect over 10,000 clients in Ontario.

We will Deliver

- A consultation from a local Security Consultant who will design a personalized security solution for your home or business
- A local background checked, CANASA certified technician to provide the highest quality installation and training for your new system
- Local monitoring from our 4 redundant 5-diamond rated monitoring stations in Ontario

Notes:

Here is the quote you requested for a portion of work required.

Install water level alarm on sump pump in the room with security panel
Replace Smoke Detectors:
1 outside panel - hallway
2 Community Hall
1 Food for all
2 in the Lofts

Once complete we could like to review the description of all of these devices to ensure we are properly describing where the detectors are located.

50

ALARM

SYSTEMS

Peace of Mind.
Delivered.

Quote #:

AAAQ1492

Date:

Jan 29, 2024

| Qty | Description | Unit Price | Ext. Price |
|-----------------------------------|--|------------|------------|
| Sump Pump Alarm & Smoke Detectors | | | |
| 6 | Photoelectric Smoke Detectors (4 Wire 12VDC) | \$85.00 | \$510.00 |
| 1 | Water Level Detector - Sump pump pit | \$90.00 | \$90.00 |
| 6 | Installation Labour | \$125.00 | \$750.00 |

Please let me know if you have any further questions,
Chris Izatt - 613-342-7209
cizatt@alarmsys.com

| | |
|----------|------------|
| SubTotal | \$1,350.00 |
| Tax | \$175.50 |
| TOTAL | \$1,525.50 |

Deposit Required

\$762.75

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3 of 3

KC SPENCER & ASSOCIATES LTD.
364 Pearl St W
Brockville ON K6V 4E5
+1 6133457587
kevin@kcspencer.ca
GST/HST Registration No.:
757727292RT0001



Estimate

ADDRESS
Food For All Food bank

ESTIMATE # 1182
DATE 2024/02/15

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|----------------|-----------------------------------|---|--------|----------|------------|
| 2024/02/15 | HeartStart OnSite with Ready-Pack | Philips HeartStart OnSite Defibrillator. Comes with 8 Year Manufacturer Warranty, battery and 1 set of Pads and a carry case. Orientation and annual check (x10) included | 1 | 2,154.19 | 2,154.19 |
| SUBTOTAL | | | | | 2,154.19 |
| HST (ON) @ 13% | | | | | 280.04 |
| TOTAL | | | | | \$2,434.23 |
| TAX SUMMARY | | | | | |
| | | RATE | TAX | NET | |
| HST (ON) @ 13% | | | 280.04 | 2,154.19 | |

Accepted By

Accepted Date

The items we are asking for amount to a total of \$3959.73. All the item's centre around the safety of the church and the occupants who utilize it. Our usage currently stands at 5 of 7 days per week, with rentals making it more. The success of the other grant we are applying for will allow for many additional rentals, and much more catering to occur. As such the smoke detectors need the upgrade. The sump pump alarm is also needed due to small floods which have occurred, as well as a few larger ones. The defibrillator will assist greatly and comes with training. We thank you for your consideration.

**MINUTES
MUNICIPAL COUNCIL**

**Monday, February 26, 2024
6:30 PM
South Edwardsburgh Community Centre
24 Sutton Dr.
Johnstown Ontario**

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

STAFF: Dave Grant, CAO
Rebecca Crich, Clerk
Sean Nicholson, Treasurer
Gord Shaw, Director of Operations
Mike Spencer, Manager of Parks, Recreation & Facilities
Candise Newcombe, Deputy Clerk

1. Call to Order

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

2. Approval of Agenda

Decision: 2024-027

Moved by: S. Dillabough

Seconded by: J. Martelle

That Municipal Council approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

None.

4. Delegations & Presentations

a. Public Library Board - 2024 Budget - CEO Donna Gladstone

Ms. Gladstone provided Council with an overview of the proposed library budget, highlighting 2 community "friends of the library" groups that contributed large donations to the library. She reviewed the proposed 2024 funding allocations, programming, and the budget request.

Ms. Gladstone provided comparisons of cost per household and grant allocations of neighbouring municipal libraries in comparison to the Township, highlighting a cost of \$1.39/month to Township residents to support ongoing programming at the library. She noted that many of the outlined municipalities have a single library location to maintain while the Township of Edwardsburgh Cardinal continues to maintain 2 locations.

Ms. Gladstone noted a 23% increase to active users of the library in 2023, providing a highlight of the following programs: the butterfly program, the Reading Enjoyment and Development (READ) program, school visits to the library, and the message in a bottle program in partnership with Rexall Pharmacy and the Township Fire Department.

Council discussed the increased uptake of library programming both in-person and through the use of electronic services and commended both library staff and volunteers on their diligent management and continued growth. Members confirmed the continued management of the book exchange programs and thanked Ms. Gladstone for her presentation and continued dedication.

b. South Grenville Bluegrass Festival - Kim Wallace & Lisa Pigeau

Mr. Wallace noted that due to a personal issue, Ms. Lisa Pigeau was unable to be in attendance and Ms. Beth Nichols would be presenting in her place.

Ms. Nichols provided a summary of the history of the South Grenville Bluegrass Festival to date outlining attendance, economic impacts to the Leeds and Grenville area, postal code analysis of festival visitors, attendee feedback, and the 2024 festival lineup. She highlighted the focus of fostering a love of bluegrass music in youth by attracting more modern featured acts and encouraging volunteer involvement through the administration of volunteer hours to meet Ontario Secondary School Diploma (OSSD) requirements.

Ms. Nichols summarized the group's request from the Township for in-kind assistance through the use of the arena showers and aid in garbage collection throughout the festival as has been granted in previous years. Ms. Nichols highlighted the financial funding request, noting that funds are utilized to support the cost of booking more popular headlining bluegrass bands to the festival and encouraged members of Council to attend the 2024 festival.

Mr. Wallace played a bluegrass musical slideshow for Council, which is kept on file.

Council noted their general support of the event and highlighted members attendance in previous years. Members recognized the economical impact the festival makes in the Township and thanked Ms. Nichols and Mr. Wallace for their presentation.

5. Consent Agenda

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the following consent agenda items as presented:

- a. Regular Council – January 29, 2024
- b. Special Council – January 30, 2024
- c. Port Management Committee – December 18, 2023
- d. Public Library Board – December 19, 2023
- e. Committee of the Whole – Administration & Operations – Budget Meeting #2 – January 25, 2024
- f. Public Meeting – Zoning Bylaw Amendments: 2717 Goodin Rd and 921 County Rd. 2 – January 29, 2024
- g. Port Management Committee – January 30, 2024
- h. Committee of the Whole – Community Development – February 5, 2024
- i. Committee of the Whole – Administration & Operations – Budget Meeting #3 – February 12, 2024
- j. 2024 Work In Progress

- k. Johnstown ATV Club – Special Exemption & Road Network Request
- l. 2023 River Route Transit Report & Service Partnership Renewal

Carried

6. Minutes of the Previous Council Meetings

- a. Regular Council - January 29, 2024 - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the minutes of the Regular Council Meeting dated January 29, 2024.

Carried

- b. Special Council - January 30, 2024 - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the minutes of the Special Council Meeting dated January 30, 2024.

Carried

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

None.

8. Committee Minutes

- a. Port Management Committee - December 18, 2023 - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives the minutes of the Port Management Committee dated December 18, 2023.

Carried

- b. Public Library Board - December 19, 2023 - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives the minutes of the Public Library Board dated December 19, 2023.

Carried

- c. Committee of the Whole - Administration & Operations - Budget Meeting #2 - January 25, 2024 - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration and Operations – Budget Meeting #2 dated January 25, 2024.

Carried

- d. Public Meeting - January 29, 2024 - CONSENT

Decision: 2024-028

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

THAT Municipal Council receives the minutes of the Public Meeting – Zoning Bylaw Amendments: 2717 Goodin Rd. and 921 County Rd. 2 dated January 29, 2024.

Carried

- e. Port Management Committee - January 30, 2024 - CONSENT

Decision: 2024-028

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

THAT Municipal Council receives the minutes of the Port Management Committee meeting dated January 30, 2024.

Carried

- f. Committee of the Whole - Community Development - February 5, 2024 - CONSENT

Decision: 2024-028

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

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Community Development dated February 5, 2024.

Carried

- g. Committee of the Whole - Administration & Operations - Budget Meeting #3 - February 12, 2024 - CONSENT

Decision: 2024-028

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

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration and Operations – Budget Meeting #3 dated February 12, 2024.

Carried

9. Action and Information Items from Committees

- a. 2024 Work in Progress - CONSENT

Decision: 2024-028

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

THAT Municipal Council direct the Treasurer to transfer \$134,105.08 to the Amounts Carried Forward account numbered 01-1910, as recommended by the Committee of the Whole – Administration & Operations.

Carried

- b. Johnstown ATV Club - Special Exemption & Road Network Request - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council:

1. Grant the Johnstown ATV Club a one-time special exemption to access the designated area on Rock St. on February 24, 2024 for the Club’s fundraising event; and
2. Remain status quo with the trail network as outlined and approved within bylaw 2021-09.

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

Carried

- c. 2023 River Route Transit Report & Service Partnership Renewal - CONSENT

Decision: 2024-028

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council:

1. Renew the River Route Transit Service Partnership Agreement for the upcoming period of April 1, 2024 to March 31, 2025; and
2. Direct staff to explore funding options that could support the purchase of a new bus and shelters and return with details for consideration; and
3. Cover Edwardsburgh Cardinal’s portion of the contribution (\$30,000.00) through modernization funding for the Partnership Agreement spanning April 1, 2024 to March 31, 2025.

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

Carried

- d. Port of Johnstown Year End Report & Pre-Audited Financial Statement

Council reviewed the report noting good growth for the Port of Johnstown in 2023 and commended Port staff on a record year in addition to the successful negotiation of union contracts.

Decision: 2024-029

Moved by: W. Smail

Seconded by: C. Ward

THAT Municipal Council receives the Port of Johnstown 2023 Year End Review report and the Pre-Audited Financial Statement as per By-Law 2023-14, Schedule “A”, as recommended by the Port Management Committee.

e. Hydrogeological Assessment & Terrain Analysis Implementation Policy

Council noted thorough discussion on the topic and commended the Community Development Coordinator for the comprehensive research and information provided to Members.

Decision: 2024-030

Moved by: S. Dillabough

Seconded by: J. Martelle

IMPLEMENTING OFFICIAL PLAN CONSENT POLICIES

FOR HYDROGEOLOGICAL ASSESSMENT & TERRAIN ANALYSIS

WHEREAS Section 1.6.6.4 of The Provincial Policy Statement, 2020 permits individual on-site sewage and water services when municipal or private communal services are not available, provided that site conditions are suitable for the long-term provision of such services with no negative impacts;

AND WHEREAS The Provincial Policy Statement provides that negative impacts should be assessed through environmental studies including hydrogeological or water quality impact assessments, in accordance with provincial standards;

AND WHEREAS The determination of site suitability for proposed sewage disposal systems, and the environmental sustainability of development (i.e. long-term protection of groundwater) and a suitable water supply, are important considerations in development (including lot creation) on private and partial services;

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal hereby directs that the need for a condition on a severance application, with respect to groundwater assessment on the suitability of the quantity and quality of groundwater to service a new lot to be severed, be considered on a case-by-case basis, rather than be a standard condition of severance approval applicable to all new lot severance applications;

AND THAT Council directs that under the following circumstances, a scoped terrain analysis and/or a hydrogeological report demonstrating that the proposal will not have an adverse effect upon the environment or public health is a reasonable condition of severance approval under the following circumstances:

- When the lot(s) to be created:
 - are undeveloped; and
 - require partial or private services; and
 - are less than 1 ha (2.47 acres) in size;

OR

- Where the new lot(s) is in an area that raises potential influence in relation to a waste disposal site, or an active quarry operation or in an area that otherwise raises ground water quantity/quality impacts on the proposed severed lot;

AND THAT the terrain analysis and hydrogeological report shall be prepared by a qualified professional in the Province of Ontario, demonstrating that the site conditions are suitable for the long-term provision of private services with no negative impacts in accordance with Ministry of Environment, Conservation and Parks guidelines and regulations, and that there is no negative environmental impact (or

cumulative negative impact) resulting from the use of on-site private water and sewage services;

AND THAT where recommendations are made within the report that would reduce or eliminate adverse effects upon the environment or public health, Council may require that the property owner enter into a development agreement with the Township in accordance with the Planning Act.

Carried

f. Zoning Bylaw Amendment Process

Council noted the benefits of streamlining the zoning bylaw amendment process and reducing red tape for developers throughout the Township while maintaining governance requirements.

Decision: 2024-031

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council institute the following proposed changes to the Township’s zoning bylaw amendment process:

1. Delegate authority for scheduling the statutory public meetings required by the Planning Act to staff; and
2. Staff prepare a single planning report for the public meeting in place of an advanced preliminary report for Committee; and
3. Statutory public meetings required by the Planning Act will be held by the Committee of the Whole – Community Development; and
4. Grant authority to the Committee of the Whole – Community Development to make a recommendation to Council at the conclusion of the Public Meeting.

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

Carried

g. 2023 Cardinal & Industrial Park Systems Summary Reports

Decision: 2024-032

Moved by: C. Ward

Seconded by: W. Smail

THAT Municipal Council receives the 2023 Water Summary Report for the Cardinal Water System and the Industrial Park Water System, as recommended by the Committee of the Whole – Administration & Operations.

Carried

h. 2023 Annual Water Pollution Control Plant Report

Decision: 2024-033

Moved by: J. Martelle

Seconded by: S. Dillabough

THAT Municipal Council receives the 2023 annual report for the Cardinal Water Pollution Control Plant and direct staff to submit the report to MECP prior to the March 31st deadline, as recommended by the Committee of the Whole – Administration & Operations.

Carried

i. 2023 Sanitary Collection Performance Report

Decision: 2024-034

Moved by: W. Smail

Seconded by: C. Ward

THAT Municipal Council receives the 2023 Sanitary Collection Performance Report and direct staff to submit a copy of the report to MECP prior to the March 31 timeline, as recommended by the Committee of the Whole – Administration & Operations.

Carried

10. Correspondence

Decision: 2024-035

Moved by: S. Dillabough

Seconded by: J. Martelle

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

- January 31, 2024
- February 7, 2024
- February 14, 2024
- February 21, 2024

Carried

11. Municipal Disbursements

Members confirmed holdbacks on payments for the Ingreption Centre parking lot project until deficiencies have been addressed.

Decision: 2024-036

Moved by: W. Smail

Seconded by: C. Ward

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

| | |
|---------------------------------------|-----------------------|
| • Report dated January 29 (2024-016) | \$217,335.66 |
| • Report dated January 29 (2024-018) | \$173,344.06 |
| • Report dated February 16 (202-026) | \$283,467.42 |
| • Report dated February 16 (2024-027) | \$295,668.59 |
| • Report dated February 21 (2024-028) | \$303,015.20 |
| TOTAL: | \$1,272,830.93 |

Carried

12. By-laws

a. 2024 Interim Tax Levy

Decision: 2024-037

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

THAT the mover be granted leave to introduce a bylaw to authorize an interim tax levy in advance of the adoption of the tax rates for 2024, and this shall constitute first and second reading thereof.

Carried

Decision: 2024-038

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

THAT a bylaw to authorize an interim tax levy in advance of the adoption of the tax rates for 2024, be now read a third and final time and finally passed, signed, sealed and numbered 2024-06.

Carried

b. 2024 Budget Bylaw

Decision: 2024-039

Moved by: J. Martelle
Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to adopt the general government estimates for sums required during the year, and this shall constitute first and second reading thereof.

Carried

Council confirmed the 2024 Township tax increase of 3.639%, highlighting a cost of living increase of 4.93% for all Township employees in addition to an aggressive 2024 Capital Infrastructure budget of \$4.45 million invested into closing the Townships infrastructure gap.

Council commended staff on their hard work and continued diligence in the allocation of tax payers dollars.

Decision: 2024-040

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

THAT a bylaw to adopt the general government estimates for sums required during the year, be now read a third and final time and finally passed, signed, sealed and numbered 2024-07.

Carried

c. 2024 Recreation Fee Schedule Update

Council noted that the nominal increase to the recreation fees brings the Township more in line with surrounding municipalities.

Decision: 2024-041

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

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

Carried

Decision: 2024-042

Moved by: S. Dillabough

Seconded by: J. Martelle

THAT a bylaw to establish the rates and fees for various services performed by the Recreation Department, be now read a third and final time and finally passed, signed, sealed and numbered 2024-08.

Carried

- d. Zoning Bylaw Amendment - 2717 Goodin Rd (Polite)

Decision: 2024-043

Moved by: S. Dillabough

Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw 2022-37 (Richard Polite o/b Calvin Polite – Part of Lot 27, Concession 6 – 2717 Goodin Rd), and this shall constitute first and second reading thereof.

Carried

Decision: 2024-044

Moved by: S. Dillabough

Seconded by: C. Ward

THAT a bylaw to amend Zoning Bylaw 2022-37 (Richard Polite o/b Calvin Polite – Part of Lot 27, Concession 6 – 2717 Goodin Rd), be now read a third and final time and finally passed, signed, sealed and numbered 2024-09.

Carried

- e. Zoning Bylaw Amendment - 921 County Rd 2 (MJR Renovations for ELC)

Decision: 2024-045

Moved by: J. Martelle

Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to amend Zoning Bylaw 2022-37 (MJR Renovations o/b Electronic Language Communication – Part of Lot 9, Concession 1 – 921 County Rd 2), and this shall constitute first and second reading thereof.

Carried

Decision: 2024-046

Moved by: J. Martelle

Seconded by: C. Ward

THAT a bylaw to amend Zoning Bylaw 2022-37 (MJR Renovations o/b Electronic Language Communication – Part of Lot 9, Concession 1 – 921 County Rd 2), be now read a third and final time and finally passed, signed, sealed and numbered 2024-10.

Carried

Deputy Mayor Dillabough left the Council table at 7:51 p.m.

- f. Development Agreement - 2717 Goodin Rd (Polite)

Decision: 2024-047

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

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a development agreement with Calvin Wayne Polite and Catherine Sarah Polite, and this shall constitute first and second reading thereof.

Carried

Decision: 2024-048

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

THAT a bylaw to authorize the execution of a development agreement with Calvin Wayne Polite and Catherine Sarah Polite, be now read a third and final time and finally passed, signed, sealed and numbered 2024-11.

Carried

Deputy Mayor Dillabough returned to the Council table at 7:53 p.m.

- g. Amend Bylaw 2022-71 - Terms of Reference - Committee of the Whole Community Development

Decision: 2024-049

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

THAT the mover be granted leave to introduce a bylaw to amend bylaw 2022-71 to establish terms of reference for committees of council, and this shall constitute first and second reading thereof.

Carried

Decision: 2024-050

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

THAT a bylaw to amend bylaw 2022-71 to establish terms of reference for committees of council, be now read a third and final time and finally passed, signed, sealed and numbered 2024-12.

Carried

13. CAO’s Administrative Update

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

- Confirmed the Spring Home Trade Show being held March 21-23.
- Recognized that the submission deadline was met for the Rural Economic Development (RED) program grant and highlighted the partnership with the Upper Canada District Schoolboard.
- Noted the absence of the Mayor at the upcoming March 11 and 18 Committee meetings, highlighting that the Deputy Mayor will be chairing in his place.
- Inquired about the status of hiring and intended training for lifeguards and summer program counsellors.
- Confirmed the operation of the Township's new sidewalk plow unit.

Decision: 2024-051

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

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

Carried

14. Councillor Inquiries or Notices of Motion

None.

15. Mayor's Report

Mayor Deschamps reported on the following:

- Recognized the transition of the Treasurer, Mr. Sean Nicholson, to the CAO position and the transition of the current CAO, Mr. Dave Grant, to the Director of Operations position and Deputy CAO prior to his impending retirement to accommodate the planned retirement of the current Director of Operations, Mr. Gord Shaw at the end of March. He commended Mr. Shaw and Mr. Grant for their service to the Township and highlighted intents for a full corporate succession planning review in the near future.
- Commended the organizers of the Denim and Diamonds fundraiser held February 24 raising funds for Brockville Palliative Care.
- Highlighted the Township's 2023 Youth Citizen of the Year, Kadynn Morrison, who obtained a bronze medal at the 2024 Skate Ontario Provincial Series.
- Commended organizers of the Spencerville Legion kitchen fundraiser on the attendance, noting several members of Council that attended.
- Attended the Masonic Lodge Wild Game dinner with the Deputy Mayor in North Grenville on February 24, noting \$1,000.00 raised for victim services and a 5-year \$10,000.00 commitment for funding to the Kemptville District Hospital Foundation CT Scanner program.
- Commended the Cardinal Festival Committee partnered with the Cardinal Legion on the successful facilitation of their family day activities.
- Reminded Members of Council, Township staff and residents to wear pink on February 28 to raise awareness and stand up against bullying.
- Noted the Township's aggressive 2024 Capital Infrastructure budget to rehabilitate many of the deteriorating roads throughout the Township, and highlighting the contributions to the Capital Infrastructure Reserve by the Port of Johnstown which enable the Township to offset some of the capital infrastructure costs from the taxpayer. A media release outlining the Township budget highlights and recognizing the ongoing financial contributions by the Port of Johnstown to capital infrastructure rehabilitation throughout the Township was noted to be impending.

Decision: 2024-052

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

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

Carried

16. Question Period

None.

17. Closed Session

None.

18. Confirmation By-law

Decision: 2024-053

Moved by: C. Ward

Seconded by: W. Smail

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2024-13.

Carried

19. Adjournment

Decision: 2024-054

Moved by: W. Smail

Seconded by: C. Ward

That Municipal Council does now adjourn at 8:18 p.m.

Carried

Mayor

Deputy Clerk

Edwardsburgh Cardinal Public Library Board Meeting Minutes

January 23, 2024 Cardinal Branch

Present: A. Barratt, H. Cameron, T. Wilson

Via Phone: J. Cameron

Regrets: K. Martin, J. Martelle

Staff: D. Gladstone, MA. Gaylord

1. Call to order

The meeting was called to order at 5:06pm

Vice Chair Anne Barrett welcomed everyone to the meeting. The Board was notified of the resignation of Chair T. East effective December 31, 2023.

2. Disclosure of interest – None

3. Additions to agenda

- Resignation of Board member/Chair Tim East

Motion by Hugh Cameron to approve the agenda with the addition added, seconded Judy Cameron. CARRIED

4. Approval of minutes from previous meeting

Motion by Hugh Cameron to accept the December 19th, 2023 minutes seconded by Judy Cameron. CARRIED

5. Business arising from minutes

Message in a bottle – Program is up and running we have bottles at the Cardinal Branch and we will be making contact with the Pharmacy in Spencerville, to determine if they would like to get involved.

6. Correspondence

Resignation email – Tim East.

Motion by Judy Cameron to accept, with regret the resignation of Tim East from the Library Board, seconded by Tammy Wilson. CARRIED

7. Policy Review NIL

8. Treasurer's report

All financials have been submitted to the Township. The Budget to Actual for December is not reconciled with the Township budget numbers.

With the resignation of Tim, we will need to add an additional signee to the Library Board Bank Account. Tim's, name will need to be removed.

Motion by Judy Cameron that Tammy Wilson be added on as signing authority to the Library Bank account and that Tim East name be removed. The four signatures will be Donna Gladstone, Margaret Ann Gaylord, Anne Barratt and Tammy Wilson, seconded by Hugh Cameron. CARRIED

9. CEO/Supervisor report attached

The CEO highlighted the READ program that is being overseen by one of our dedicated volunteers. Lori is making a significant impact on the young patrons in the program. The participants like her very much and their reading abilities are improving weekly.

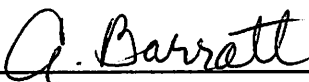
9. Report from Municipal Council report –Nil

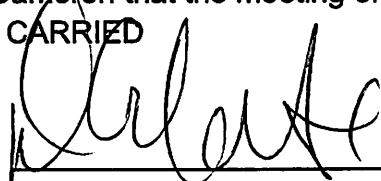
11. New business/Community Activities

12. **Date of Next Meeting:** Tuesday February 27th, 2024 at 5pm Cardinal Branch

13. Adjournment

Moved by Judy Cameron, seconded by Hugh Cameron that the meeting of the Library Board does now adjourn at pm 6:00pm CARRIED


Vice Chair


Recording Secretary

To: ECPL Board Members
From: Donna Gladstone, Library CEO
Meeting Date: January 23, 2024
Subject: Library CEO Report 2024,

Happy New Year!

Programs

Baby & Tot Storytime has resumed at both Branches

Lego Saturday continues each week.

Valentine take home craft kits are in the process of being prepared and will be available at both Branches the end of January.

Elephant & Piggie Theme Day is being planned for February

READ – our Volunteer continues to work with kids grade 1-8-she is currently working with 4 children and their families.

Reading incentive program for the kids is underway we are building a Road of Readers creating a Magical Community!

Upcoming Programs

March Break programming is being planned, we will have another Design a Bookmark Contest

Take Home Craft kits

Lego

Scavenger Hunt

Branches

Both branches will have defibrillators installed this month

Cardinal branch will be moving some shelving around to make better flow in the children area. We started the process last year and will get things finalized in the coming months.

Staff

As of January 2nd, 2024 all positions have been filled. Elizabeth (Liz) Matthews is training at the Cardinal Branch and on Saturday at the Spencerville Branch. Once she is training she will move to the Spencerville Branch as her home location.

| December 2023 Stats | | | | | December 2022 Stats | | | | |
|---------------------|----------|--------------|-------|-------|---------------------|----------|--------------|-------|--|
| | Cardinal | Spencerville | Total | YTD | | Cardinal | Spencerville | Total | |
| Persons Entering | 309 | 276 | 585 | 8886 | Persons Entering | 250 | 388 | 638 | |
| WorkflowHolds | 5 | 18 | 23 | 405 | WorkflowHolds | 6 | 17 | 23 | |
| Email Inquires | 1 | 0 | 1 | 62 | Email Inquires | 2 | 0 | 2 | |
| Phone Inquires | 10 | 7 | 17 | 315 | Phone Inquires | 2 | 9 | 11 | |
| In-person Inquires | 9 | 18 | 27 | 428 | In-person Inquires | 8 | 15 | 23 | |
| ILL | 2 | 0 | 2 | 213 | ILL | 6 | 2 | 8 | |
| PC Use | 22 | 18 | 40 | 379 | PC Use | 4 | 7 | 11 | |
| Wireless Use | 7 | 5 | 12 | 79 | Wireless Use | 7 | 0 | 7 | |
| Curbside Pick-up | 15 | 1 | 16 | 125 | Curbside Pick-up | 3 | 10 | 13 | |
| Photocopying/Faxes | 12 | 12 | 24 | 254 | Photocopying/Fax | 16 | 3 | 19 | |
| Programs | 14 | 6 | 20 | 208 | Programs | 10 | 10 | 20 | |
| Program Attendance | 33 | 6 | 39 | 571 | Program Attendan | 57 | 42 | 99 | |
| Home Bound Service | 1 | 1 | 2 | 12 | Home Bound Service | | | | |
| Volunteer Hours | 16 | 3 | 19 | 154.5 | Volunteer Hours | | | | |
| School Visits | | 153 | | 2000 | School Visits | | | | |
| Circulation | 589 | 338 | 927 | 13078 | Circulation | 505 | 494 | 999 | |
| Overdrive | 331 | 185 | 516 | 5373 | Overdrive | 168 | 126 | 294 | |
| Overdrive Users | 45 | 34 | 79 | 712 | Overdrive Users | 6 | 7 | 13 | |
| New Users | 2 | 1 | 3 | 45 | New Users | | 1 | 1 | |
| New Library Cards | 6 | 1 | 7 | 233 | New Library Cards | 4 | 6 | 10 | |
| Website Users 190 | | | | | | | | | |

**MINUTES
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE
SOUTH EDWARDSBURGH COMMUNITY CENTRE - JOHNSTOWN
TUESDAY FEBRUARY 20, 2024
6:30 PM**

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

Regrets: Randy Stitt, Advisory Member

Zoom: Frank McAuley, Advisory Member
Clint Cameron, Advisory Member

Staff: Dave Grant, CAO
Sean Nicholson, Treasurer
Candise Newcombe, Deputy Clerk
Rebecca Crich, Clerk
Robert Dalley, General Manager
Sean Fisher, Operations Manager
Jeff Wright, Maintenance Manager
Rhonda Code, Office Manager

1. Call to Order

Deputy Mayor Dillabough called the meeting to order at 6:31 p.m.

2. Approval of Agenda

Moved by: C. Ward

Seconded by: W. Smail

That Committee approves the agenda as presented.

Carried

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

4. Delegations and Presentations – None

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting – January 30, 2024

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

That Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated January 30, 2024.

Carried

6. Business Arising from the Previous PMC Minutes (if any) – None
7. Discussion Items

Port Day Update – Regina Hernandez/Joe Martelle

Ms. Hernandez noted the first meeting of the Port Days Committee was held on Friday February 16th where members reviewed past practices for the event and discussed ideas for activities proposed in 2024. There was discussion regarding the proposed time of the event, the political invitation list, and timeline for open ceremonies and speeches.

Committee confirmed that invitations should be distributed to political representatives that were in attendance at the Agricultural Clean Technology grant award ceremony and their counterparts, representatives from the Ministry of Transportation, and the members of the Mohawk Council of Akwesasne.

There was discussion regarding how to organize activities to facilitate the best attendance for the speeches, representatives being requested to speak, and reviewed alternate options for providing the traditional port tour.

It was noted that due to the aging grain elevator, limitations to the number of people restricts the ability to provide a tour to all who are in attendance. Limiting the tour to draw winners or ticket holders was suggested to permit limited tours through the port.

Attendance of an upcoming SERA meeting was noted, highlighting an opportunity to enlist volunteers for the Port Days event. Members suggested requisitioning volunteers from other local community groups as well such as the Optimus Club. It was noted that the next meeting for the Port Days committee will be Friday February 23.

8. Action/Information Items

a) Grain Operations Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, grain received/shipped, vessels loaded, and revenue fluctuations due to decreased storage compared to previous years.

b) Maintenance Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: weekly and monthly maintenance/electrical work completed, parts ordered versus parts kept in-house, and reviewed monitoring and replacement of gear boxes on the bin system.

c) Financial Report

Committee was provided with a brief overview of the monthly revenue and expenses and year to date budget to actual numbers. Committee discussed reasoning for the increased labour expenses and decreased rail services.

d) Health and Safety Report

Committee was provided with a summary of the health and safety report which outlined various training and inspections performed throughout the month.

e) General Manager's Report

Committee was provided an overview of the report and discussed the following: salt management requirements by the MECP officer and possible amendments required to the Port's ECA, collaborative efforts with Rideau Bulk and Prysmian, salt storage practices of neighbouring Ports, and reviewed current practices at the Port in Picton.

Members discussed alternate pond filtration options at the Port and costs associated, concentration and discharge of the pond into the St. Lawrence, salt revenues, and the possible availability of government funding to meet increased regulations.

There was discussion regarding the regulations for the tarping of salt while being stored, permissions for leaving 1-working face open, and costs and best practices for salt storage. Members discussed salt storage timelines, transportation, and dock maintenance to date.

f) Distribution of Income Update - Treasurer

The Treasurer provided a summary of the history of the Capital Reserve Fund and how it has contributed to alleviating the Township's growing infrastructure deficit. It was noted that a possible dedicated capital levy on taxpayers was avoided through the implementation of the Capital Reserve fund following the procurement of the Port of Johnstown by the Township and highlighted that the funds are allocated solely to capital projects throughout the Township.

There was discussion regarding the following: examples of capital projects funded at least partially from the Capital Reserve fund, future Township capital requirements, and signage options promoting the Port of Johnstown's contributions to Capital Infrastructure throughout the Township.

There was discussion regarding incorporating promotional signage for the Port in a broader communications strategy for the Township, concerns with timing of the required Capital Reserve fund payments and budgeting commitments of the fund.

Members noted that due to the contributions to the Capital Reserve Fund the Port of Johnstown, the Township was able to undertake an aggressive roads rehabilitation capital project throughout the Township in 2024.

g) 2024 Budgets – Revenue and Expense Budget

Committee was provided with a summary of the report and discussed the following: inclusion of the sale of excess inventory within the presented budget, changes to labour code regarding allotted personal/sick days, and general labour force challenges.

Moved by: C. Ward

Seconded by: W. Smail

That the Port Management Committee received and reviewed items 8. a) Grain Operations Report; b) Maintenance Report; c) Financial Report; d) Health and Safety Report; e) General Manager's Report; f) Distribution of Income Update; and g) 2024 Budgets – Revenue and Expenses.

Carried

9. Approval of Disbursements – Port Accounts

Committee reviewed the monthly disbursements.

Moved by: C. Ward

Seconded by: T. Deschamps

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

| | |
|---|--------------|
| Withdrawals Total: | \$166,879.15 |
| Batch 3 CHEQUES | \$9,508.45 |
| Batch 4 EFT PAYMENTS | \$201,018.59 |
| Total of Direct Withdrawal & Batch Listings: | \$377,406.19 |

Carried

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

Moved by: W. Smail

Seconded by: C. Ward

That Committee proceeds into closed session at 8:29 p.m. in order to address a matter pertaining to:

- Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Industrial Property and Closed session minutes from January 30, 2024.

Carried

Moved by: W. Smail

Seconded by: C. Ward

That the closed meeting of Committee does now adjourn and the open meeting does now resume at 8:44 p.m.

Carried

14. Report Out of Closed Session

The Chair reported that Committee met in closed session to discuss Sale of Land and no further direction was provided to the Port General Manager.

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives and approves the minutes of Closed Session dated January 30, 2024.

Carried

15. Adjournment

Moved by: J. Martelle

Seconded by: C. Ward

That the Committee meeting adjourns at 8:46 p.m.

Carried

These minutes were approved by Port Management Committee this ___ day of _____, 2024.

Chair

Deputy Clerk

**MINUTES
COMMITTEE OF THE WHOLE
COMMUNITY DEVELOPMENT**

**Monday, March 4, 2024, 6:30 PM
South Edwardsburgh Community Centre
24 Sutton Dr.
Johnstown Ontario**

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

STAFF: Dave Grant, CAO
Rebecca Crich, Clerk
Sean Nicholson, Treasurer
Wendy VanKeulen, Community Development Coordinator
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Chris Ward

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

2. Approval of Agenda

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

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

- a. J. Martelle - Spencerville Business & Community Connections - Holly Howard & Kirsha Hutchcroft

Delegate is a direct family member of the Councillor.

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

None.

5. Delegations and Presentations

a. RNJ Youth Services - Rachel Burns

Ms. Burns, the executive director of RNJ Youth Services, provided an overview of the organization noting a client age range of 8 - 17 years old. She highlighted the following services offered: early prevention, pre/post charge youth diversion, mental health support/diversion, educational programming, life skills, after-school programming and adult diversion services.

Ms. Burns noted a significant increase in demand for programming across the board, especially prevention programming in schools, however, there has not been an increase to the government-issued funding amounts in 17 years. Due to staff cuts last year, a staff of 5 was noted to be accommodating approximately 1700 youth across Lanark, Leeds and Grenville, highlighting the request for funding to support staff capacity and programming.

There was discussion regarding the following: the number of Edwardsburgh Cardinal youth using the programming, police contact referrals, the effects of the pandemic on program demand, statistics following participation in the programming, and the transitional process for youth over 17 still requiring assistance. Ms. Burns noted that 78% of the youth referred to services in 2023 no longer required services by the end of the year.

Committee thanked Ms. Burns for her presentation.

b. Spencerville Business & Community Connections - Holly Howard & Kirsha Hutchcroft

J. Martelle declared a conflict on this item. (Delegate is a direct family member of the Councillor.)

Councillor Martelle left the table and did not participate in the discussion.

Ms. Howard noted that Ms. Kirsha Hutchcroft would be presenting in replace of Ms. Sara Dove. Ms. Howard highlighted partnerships with local community groups and the intent to secure sponsorships for the planned events by the SBCC. She highlighted 5 main events including the membership drive and fundraiser, hoppin' spencerville, art explosion, spooky spencerville, and spencerwhoville.

Ms. Howard outlined the request for \$5000.00 for signage and event supply costs, plus in-kind support including road closure assistance and arena rental fee exemptions.

Members discussed the collaboration opportunities with other local community groups to offset costs and the benefits of a volunteer database for all local groups to access.

Committee thanked Ms. Howard and Ms. Hutchcroft for their presentation.

c. Rural FASD Support Network - Rob More

Mr. Rob More and Mr. Mark DeRose provided an overview of the program's history and objectives, highlighting 230 families and 600 people supported in Lanark, Leeds and Grenville. He highlighted that the Ontario Trillium Foundation recognized the FASD Support Network as the number 1 scaled model in addition to providing the grant. The funding received from the grant was noted to support wage costs, highlighting that all other funding received is allocated directly to the families supported by the program.

Mr. More outlined the statistics of people affected by this syndrome, diagnostic hurdles, and that 85% of the 600 people in the program are with adoptive families. The red shoe was noted to be the universal symbol of FASD awareness. Mr More highlighted an upcoming "Red Shoe Run" event to support fundraising efforts for the FASD Support Network to be held at Montague Public School on May 11, 2024. In addition to the run, he noted that various family activities will be available for the public to enjoy. Mr. More noted that while the initial Red Shoe Run event will be held in Smiths Falls, the intent is to run subsequent events at differing locations including Edwardsburgh Cardinal with a goal of 4 events annually.

The request for \$5000.00 was noted as a one-time request that would support start-up costs including website design, marketing, and signage.

There was discussion regarding details for the Red Shoe Run event, the intent to host the second run in Edwardsburgh Cardinal and the various activities available at the May 11th event.

Committee thanked Mr. More for his presentation.

6. Action/Information/Discussion Items

a. Live: Land Use Planning

1. Notice of Decision for OPA2

Committee was provided with a summary of the report and discussed the following: the 20-day appeal period, the effective date of the decision should no appeals be received and the next steps for increasing the permitted number of severances per lot from 2 to 4. It was noted that previous discussions highlighted the required rationale to support the proposed intensification efforts by demonstrating a need for additional lots in the Township. Currently, it was noted that the Township has over 500 vacant lots that are buildable, not including the lots dedicated to planned subdivisions.

2. Information: Additional Residential Units Information Sessions

Committee was provided with an overview of the report noting 42 attendees registered for the session scheduled for March 5 at 5:30 p.m. There was a brief discussion regarding the background of the anticipated attendees, which was noted to be a range of homeowners, developers and contractors.

b. Work: Economic Development

1. Information: Prescott Spring Home and Trade Show

Committee was provided with a summary of the report and discussed mechanisms for generating feedback on the return on investment of the Township attending the home and trade show for local businesses. It was noted that the feedback received to date was positive but limited.

2. Digital Service Squad Funding

Committee was provided with a summary of the report which highlighted the end of provincial funding for the program. There was discussion regarding short-term funding of the program, possible alternate funding sources, collaborating and cost-sharing with neighbouring municipalities, and the program's success rate to date.

Members noted their support of the program for the short-term to allow an opportunity to explore alternate funding sources and encourage creative options to continue the programming to the benefit of local businesses.

Moved by: T. Deschamps

Seconded by: J. Martelle

That Committee recommend that Council support the Town of Prescott's resolution for the continuation of funding for the Digital Service Squad program through Digital Main Street; and authorize an upset contribution limit of \$5,100 to fund a 3-month extension of the Digital Service Squad program while staff work with the Town of Prescott and Augusta Township to find solutions to continue this support for our local businesses.

Carried

c. Play: Recreation

None.

d. Information: Foodcycler 2nd Pilot Program

Committee was provided with a summary of the report and discussed general feedback from the program, product warranty, market cost versus

subsidized unit cost, and the value of additional programming. It was noted that this type of programming is valuable to rural municipalities where costs for composting services are not fiscally viable, however, additional programming is not deemed beneficial at this time.

e. Strategic Plan - Community Engagement Phase

The committee was provided with a summary of the report outlining April 2, from 3:00 p.m.- 7:00 p.m. as the tentative date. It was noted that the intent is to host focus groups from 3:00 p.m.- 5:00 p.m., and the public open house from 5:00 p.m.-7:00 p.m.

7. Inquiries/Notices of Motion

Deputy Mayor Dillabough inquired about information on the proposed transition for the Blue Box program. It was noted that additional information would be provided at the March 11 Administration and Operations meeting.

8. Question Period

None.

9. Closed Session

None.

10. Adjournment

Moved by: J. Martelle

Seconded by: S. Dillabough

That Committee does now adjourn at 8:04 p.m.

Carried

Chair

Deputy Clerk

MINUTES
COMMITTEE OF THE WHOLE
ADMINISTRATION & OPERATIONS

Monday, March 11, 2024, 6:30 PM
South Edwardsburgh Community Centre
24 Sutton Dr.
Johnstown Ontario

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

REGRETS: Mayor Tory Deschamps
John Hunter, Advisory Member
Karen Roussy, Advisory Member

STAFF: Dave Grant, CAO
Rebecca Crich, Clerk
Gord Shaw, Director of Operations
Brian Moore, Fire Chief
Mike Spencer, Manager of Parks, Recreation & Facilities
Eric Wemerman, Chief Water/Sewer Operator
Chris LeBlanc, Manager of Public Works
Dwane Crawford, Chief Building Official
Candise Newcombe, Deputy Clerk

1. Call to Order – Chair, Mayor Deschamps

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

2. Approval of Agenda

Moved by: C. Ward

Seconded by: W. Smail

That the agenda be approved as presented.

Carried

3. Disclosure of Pecuniary Interest or Conflict of 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. Spencerville Mill - Mary Tessier & Tim East

Ms. Tessier and Mr. East provided a brief history of the Spencerville Mill and its historical significance to the Village of Spencerville. The reason for the funding request was highlighted to contribute to the overall cost of installing an elevator in the Mill to meet the Accessibility for Ontarians with Disabilities Act (AODA) requirements prior to the 2025 deadline.

A brief outline of services offered by the Mill was provided, noting that currently, access to the various attractions throughout the mill is limited to the main level due to accessibility. The fundraising goal of \$100,000.00 was noted, highlighting a resident donation of \$30,000.00 contributing to the current fundraising balance of \$60,000.

There was discussion regarding the number of annual visitors to the Spencerville Mill, museum hours of operation, events hosted, and available government funding for accessibility upgrades.

Committee thanked Ms. Tessier and Mr. East for the presentation.

6. Consent Agenda

Councillor Ward requested that item 8a) 4th Quarter Building Report be pulled from consent for further discussion.

Moved by: J. Martelle

Seconded by: W. Smail

That Committee recommend that the following consent agenda items be received as presented:

- a. ~~4th Quarter Building Report [See item 8a]~~
- b. 4th Quarter Bylaw Report [See item 8b]
- c. 4th Quarter Council Remuneration Report [See item 8c]
- d. 4th Quarter Fire Report [See item 8d]
- e. 4th Quarter Operations Report [See item 8e]
- f. 2023 MTO Report [See item 8f]
- g. 2023 Prescott Annual Water Report [See item 8g]
- h. 2023 Stormwater Management Annual Report [See item 8h]

Carried

7. Discussion Items

a. Support Tax Credit Increase for Volunteer Firefighters - Councillor Ward

Councillor Ward highlighted municipal resolutions of support to increase the volunteer firefighter tax credit from \$3,000.00 to \$10,000.00 and suggested the Township support the initiative.

There was discussion regarding the frequency of firefighters exceeding the 200-hour threshold and decreasing the hourly benchmark for the tax credit to allow a \$3,000 tax credit for under 200 hours and \$10,000 for over 200 hours.

Committee directed staff to prepare a resolution of support for the March Council meeting.

8. Action/Information Items

a. 4th Quarter Building Report

Committee was provided with a brief overview of the report and discussed increased costs of building labour and materials and proposed industrial permits.

b. 4th Quarter Bylaw Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives the 4th Quarter Council Remuneration Report as presented.

Carried

c. 4th Quarter Council Remuneration Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives the 4th Quarter Council Remuneration Report as presented.

Carried

d. 4th Quarter Fire Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives the 4th Quarter Fire Report as presented.

Carried

- e. 4th Quarter Operations Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives the 4th Quarter Operations Report as presented.

Carried

- f. 2023 MTO Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee receives the 2023 MTO Report as presented.

Carried

- g. 2023 Prescott Annual Water Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee recommends that Council receive and review the 2023 Water Annual/Summary Report for the Prescott Water System.

Carried

- h. 2023 Stormwater Management Annual Report - CONSENT

Moved by: C. Ward

Seconded by: W. Smail

That Committee recommends that Council:

1. Receive the 2023 Stormwater Management Annual Report; and
2. Direct staff to submit the report to MECP prior to the April 30th deadline; and
3. Make report available on Township website by June 1st as required under Linear ECA # 155-S701.

Carried

- i. Annual Building Department Report

Committee was provided with a summary of the report and discussed the following: permit fees, feedback to permit fee increases, breakdown of building department tasks, funded versus non-funded tasks and permit costs in comparison to surrounding municipalities.

j. Council Chambers Audio Visual System

Committee was provided with a summary of the report and discussed the following: the viability of the webcasting escribe module based on youtube viewership and the additional user benefits to the escribe webcasting module. A future review of the necessity and viability of the module was suggested.

Moved by: C. Ward

Seconded by: W. Smail

That Committee recommends that Council:

1. Award the Council Chambers audio visual system upgrades contract to Cycom Technology Solutions Inc., including the add-on option, for a total of \$101,355.35, plus an additional 5% contingency of \$5,067.77, with the cost to be funded by a combination of the Modernization Reserve Fund and COVID Safe Restart Fund; and
2. Purchase the eScribe webcasting plus module for a total of \$14,390.00 annually, funded in 2024 by the COVID Safe Restart fund, with future years funded from Administrations IT Services 17-5324; and
3. Authorize the Clerk and CAO to execute all necessary documents to complete the audio-visual system project.

Carried

k. Disposal of Surplus Goods

Committee was provided with a summary of the report and discussed the number of cameras declared surplus and reviewed the Firefighters without Borders (FWB) program services.

Moved by: J. Martelle

That committee recommend that Council:

1. Declare the above-mentioned items as surplus to the needs of the Township and;
2. Authorize Staff to dispose of the goods as per option #3

The motion failed to receive a seconder.

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

That Committee recommend that Council:

1. Declare the above-mentioned items as surplus to the needs of the Township; and
2. Authorize Staff to dispose of the goods as per option #1.

Carried

I. Live Barn Video System for Cardinal Arena

Committee was provided with a summary of the report and discussed the following: system quality, current YouTube channel viewership, monthly subscription fees, recording format, streamlining scouting of local athletes, stipulations for opting out of the program, and play-by-play coverage quality.

It was noted that the municipality is provided with 10% of the revenue on local subscriptions with the suggestion to install the system solely at the Ingredion Centre.

Members suggested polling and collecting feedback from the public on the proposed system and requested staff return with a report at the May or June meeting.

The Chair requested a short recess at 7:46 p.m.

Moved by: C. Ward
Seconded by: J. Martelle

That Committee recess at 7:46 p.m.

Carried

m. Blue Box Transition - Service Opt-Out

The Chair called the meeting to order at 7:50 p.m.

Committee was provided with a summary of the report and discussed the following: parameters for commercial curbside collection, expanding options at the new transfer station, cost of ineligible locations and materials, impacts to the current HGC contract, and February 2025 as deadline for full producer bluebox responsibilities.

It was noted that the contract with HGC Management ends in 2025, at which time Circular Materials, the producer responsibility organization that will be operating Ontario's new common collection system will contract a company. Options for employing the same contractor for both waste and

recycling is being explored with the recycling costs being borne by the producers. It was noted that recycling at facilities such as the Township Office will no longer be collected as it is not zoned residential, highlighting that should Council choose, they could request the incorporation of some ineligible locations into the collection route for an additional cost. Alternately, the ineligible locations may be notified of the changes and be required to organize their own collection or the Township may organize an in-house recycling collection program for ineligible facilities.

Moved by: C. Ward

Seconded by: W. Smail

That Committee recommends that Council direct staff to:

1. Notify Circular Materials that the Township will be opting-out of providing blue box service during the transition period; and
2. Enter into an agreement with Circular Material's contractor to provided continued collection of non-eligible sources during the transition period.

Carried

n. Spencerville Lagoon Splitter Box Project

Committee was provided with a brief summary of the report and clarified the total estimated cost of the project.

Moved by: C. Ward

Seconded by: J. Martelle

That Committee recommends that Council award the Splitter Box Relining Project RFQ-ENV-01 2024 to Clear Water Structures in the amount of \$ 37,709.00 + HST and 10% contingency utilizing funds from the Spencerville Wastewater Reserves to an upset limit of \$43,000.

Carried

o. Spencerville Lagoon Mag Meter Installation Project

Committee was provided with a summary of the report and discussed the accuracy of the quote, the impact if the project is delayed, and Ministry testing requirements.

Moved by: W. Smail

Seconded by: J. Martelle

That Committee recommends that Council:

1. Award the Spencerville Lagoon Mag Meter installation project to Eastern Welding at a tender cost of \$33,500 + non-rebated HST and utilize any operational budget surplus in 2024 to cover the remaining balance of \$18,500; and
2. If required, utilize the Spencerville Wastewater Reserve Fund to cover any deficits.

Carried

p. Public Works Half Tonne Truck Purchase

Committee was provided with a summary of the report, clarified the location the vehicle was purchased from and noted that the purchase was within the approved budgeted amount.

q. Award Dust Suppressant Tender

Committee was provided with a summary of the report.

Moved by: W. Smail

Seconded by: C. Ward

That Committee recommends that Council approved and award the Supply of Dust Suppressant tender EC-PW-24-02 to Da-Lee Dust Control Ltd. at the unit rate of \$0.367 per liter for 210,000 liters to a maximum of \$77,070.00 + non-rebated HST

Carried

r. Award Crushed Rock Tender

Committee was provided with a summary of the report and clarified that there is approximately 67 km's of gravel road in the Township.

Moved by: J. Martelle

Seconded by: W. Smail

That Committee recommends that Council award the Supply of Crushed Rock tender EC-PW-24-01 to G. Tackaberry & Sons for approximately 7500 tonnes at the unit price of \$13.94 per MT to a maximum of \$104,550.00 + non-rebated HST.

Carried

9. Councillor Inquiries/Notices of Motion

None.

10. Mayor's Report

Deputy Mayor Dillabough reported the following:

- Highlighted the Director of Operation's, Mr. Gord Shaw's, upcoming retirement at the end of March, noting this as his final Committee meeting.

11. Question Period

None.

12. Closed Session

None.

13. Adjournment

Moved by: W. Smail

Seconded by: C. Ward

That Committee does now adjourn at 8:41 p.m.

Carried

Chair

Deputy Clerk

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council receives and reviews the 2023 Water Annual/Summary Report for the Prescott Water System, as recommended by the Committee of the Whole – Administration & 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 | | |

Town of Prescott Drinking Water System

Waterworks # 220001245
System Category – Large Municipal Residential

Annual Water Report

Prepared For: Town of Prescott

Reporting Period of January 1st – December 31st 2023

Issued: February 26, 2024

Revision: 0

Operating Authority:



This report has been prepared to satisfy the annual reporting requirements in O.Reg 170/03 Section 11 and Schedule 22

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Revision History

| Date | Revision # | Revision Notes |
|-------------------|------------|----------------------|
| February 26, 2024 | 0 | Annual report issued |

Report Availability

This system does not serve more than 10,000 residence and the annual reports will be available to residents at the Town Hall located at 360 Dibble Street West, Prescott, Ontario, as well as on the Town website. (www.prescott.ca) Copies are provided free of charge if requested.

Compliance Report Card

| Compliance Event | # of Events |
|-------------------------------------|--|
| Ministry of Environment Inspections | <ul style="list-style-type: none"> - 1 Ministry Inspection on February 8th, 2023 <ul style="list-style-type: none"> o Final Inspection Rating: 95.98% o Loss of distribution chlorine trending <ul style="list-style-type: none"> ▪ Communication alarm installed, along with new UPS and SD card on analyzer to log data when communication lost |
| Ministry of Labour Inspections | <ul style="list-style-type: none"> - No Ministry of Labour inspections in 2023 |
| QEMS External Audit | <ul style="list-style-type: none"> - 1 QEMS Audit on August 11th, 2023 <ul style="list-style-type: none"> o 2 OFI's that have been addressed o 1 Minor Non-Conformance that has been addressed |
| AWQI's/BWA | <ul style="list-style-type: none"> - 1 AWQI in 2023 referenced in Summary of Non-Compliance |
| Non-Compliance | <ul style="list-style-type: none"> - 1 Non-Compliance in 2023 <ul style="list-style-type: none"> o Details outlined in Non Compliance section |
| Community Complaints | <ul style="list-style-type: none"> - 3 community complaints referenced in report |
| Spills | <ul style="list-style-type: none"> - No spills in 2023 |
| Watermain Breaks | <ul style="list-style-type: none"> - No watermain breaks repaired in 2023 |

System Process Description

Raw Source

Water is drawn from the St. Lawrence River into the plant via a 600 mm diameter steel intake pipe equipped with a sodium hypochlorite feed system for zebra mussel control. Raw water passes through a travelling screen unit located in the low lift building. The unit consists of wire mesh screens on a rotating belt. From there it is pumped to the plant for treatment.

Treatment

Once water enters the plant, an aluminum based coagulant is added and flash mixed. The water then travels to flocculation tanks where the coagulant is allowed time to attract fine particles from the water. From there, the water passes through one of three dual media rapid sand filters. Sodium hypochlorite and hydrofluosilicic acid are added as water enters the clearwell. To maximize contact time, the treated water is diverted to two baffled reservoirs, each with a capacity of 800 m³. Four vertical turbine pumps are available for supplying the distribution demand as needed.

Treatment Chemicals used during the reporting year:

| Chemical Name | Use | Supplier |
|-----------------------|--------------|----------|
| Aluminum Sulphate | Coagulant | Kemira |
| Hydrofluosilicic Acid | Fluoridation | Brenntag |
| Sodium Hypochlorite | Disinfection | LAVO |

Distribution

Watermains in the distribution system are composed of PVC, cast iron and ductile iron. An elevated storage tank is located on Wood Street and has a storage capacity of 2,272 m³. The storage facility provides for peak hour demands and fire flows.

Summary of Non-Compliance

Adverse Water Quality Incidents

| Date | AWQI # | Location | Problem | Details | Legislation | Corrective Action Taken |
|----------|--------|--|------------------|---|-------------|---|
| 07/15/23 | 162598 | Filter 3 Turbidity Controller Signal Fail | Trending loss | Loss of trending from July 13 @ 1146 to July 15 @ 1440 | Reg 170 | Turbidity controller replaced with an upgraded controller. Internal memory card on new controller to log data when communication is lost. |

Non-Compliance

| Legislation | requirement(s) system failed to meet | duration of the failure (i.e. date(s)) | Corrective Action | Status |
|-------------|---|---|----------------------|-----------|
| Reg 170 | Continuous monitoring of filter effluent turbidity | *Refer to AWQI above | *Refer to AWQI above | Completed |

Non-Compliance Identified in a Ministry Inspection:

| Legislation | requirement(s) system failed to meet | duration of the failure (i.e. date(s)) | Corrective Action | Status |
|-------------|---|--|--|-----------|
| Reg 170 | Continuous monitoring of distribution chlorine residual | March 1, 2022 @ 13:40 to March 3, 2022 @ 08:50 | New UPS installed. New communication alarm installed. SD card installed in analyzer for back up data when communication is down. | Completed |

* Non-compliance identified in MECP Inspection report from February 8th, 2023

Community Complaints

| Date | Location | Details of Complaint | Corrective Action Taken |
|----------|-------------------|---|---|
| 03/09/23 | 131 Victor Rd | Discoloured water | Just moved in, also only noticing pink discoloration in washroom (could be caused by bacteria in bathroom) |
| 03/20/23 | 186 Wood St East | Feels sick (wondering if it could be the water making him sick) | No evidence of water causing illness (isolated complaint). Offered OCWA services for sampling, and Caduceon Labs. |
| 09/13/23 | 356 James St East | Slimy water in sink and dog bowl | Internal plumbing issue, not related to distribution system. |

*Community complaints were received by the Town Staff

Flows

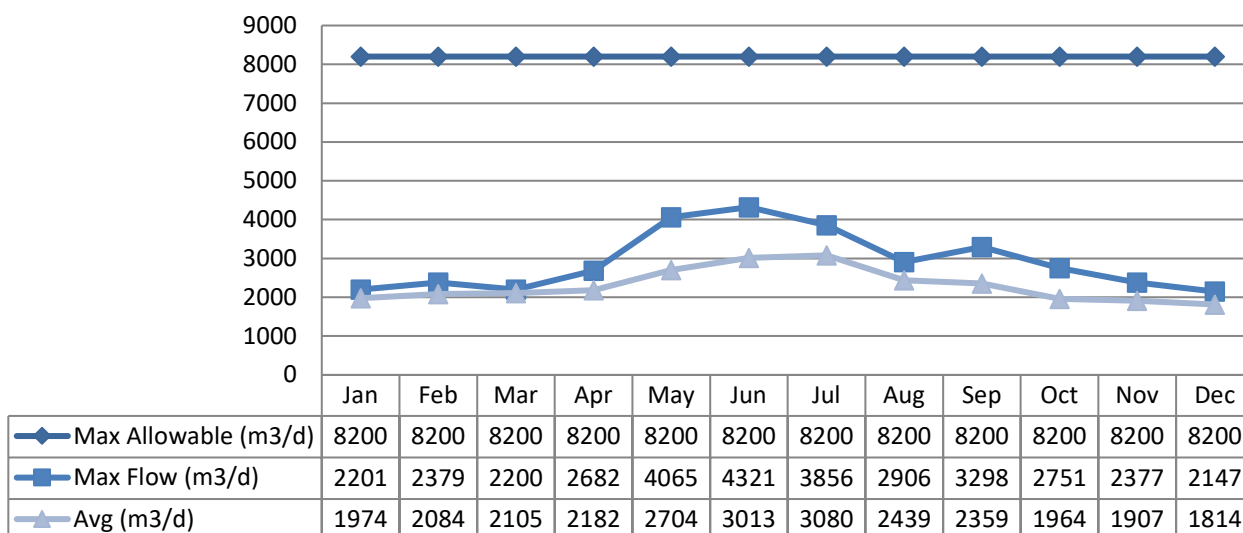
Prescott's drinking water system is operating on average under half the rated capacity.

Raw Water Flows

The Raw Water flows are regulated under the Permit to Take Water. 2023 Raw Flow Data was submitted to the Ministry electronically under permit #5506-9RMLKE. The confirmation and a copy of the data that was submitted are attached in Appendix A.

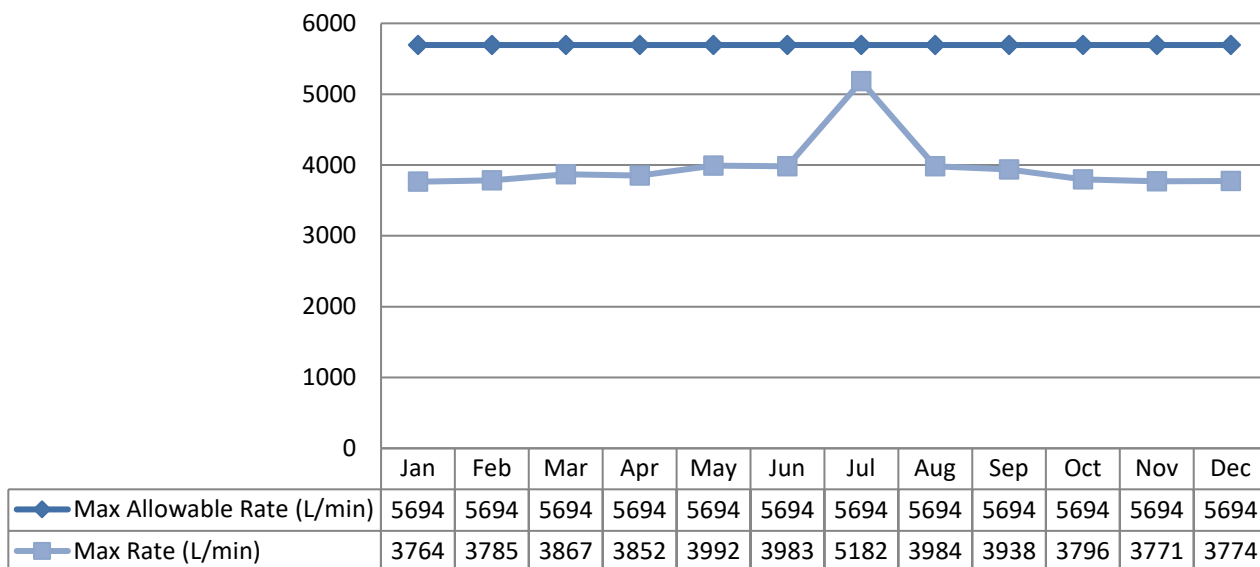
Total Monthly Flows (m3/d)

Max Allowable PTTW



Monthly Rated Flows (L/min)

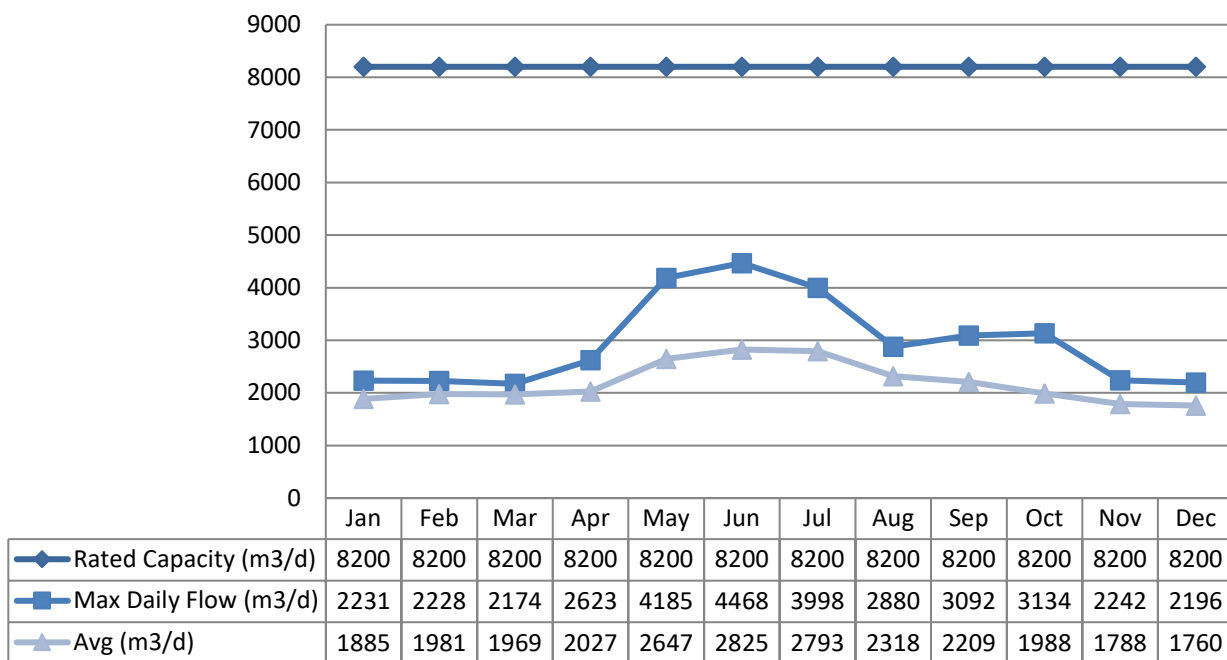
Max allowable rate - PTTW

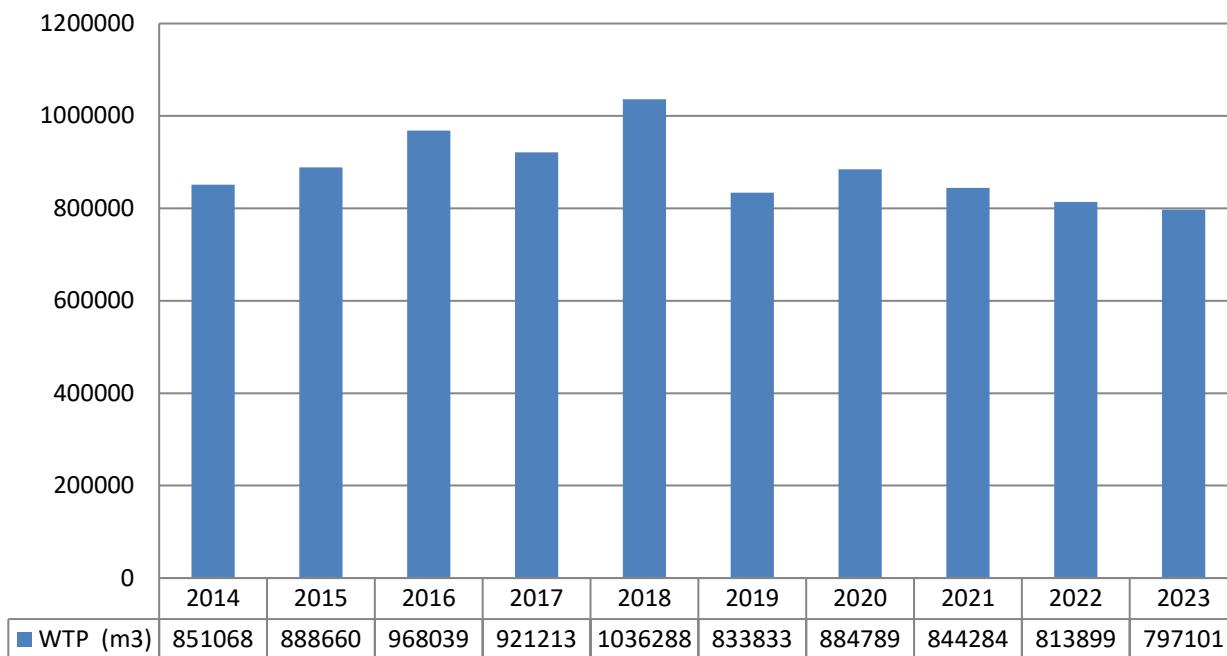
Treated Water Flows

The Treated Water flows are regulated under the Municipal Licence.

Monthly Rated Flows

Rated Capacity - MDWL



Annual Total Flow Comparison**Regulatory Sample Results Summary**Microbiological Testing

| | No. of Samples Collected | Range of E.Coli Results | | Range of Total Coliform Results | | Range of HPC Results | |
|--------------------|--------------------------|-------------------------|-----|---------------------------------|-----|----------------------|-----|
| | | Min | Max | Min | Max | Min | Max |
| Raw Water | 52 | 0 | 19 | 0 | 147 | | |
| Treated Water | 52 | 0 | 0 | 0 | 0 | 10 | 130 |
| Distribution Water | 208 | 0 | 0 | 0 | 0 | 10 | 450 |

Operational Testing

| | No. of Samples Collected | Range of Results | | |
|---|--------------------------|------------------|---------|---------|
| | | Minimum | Average | Maximum |
| Turbidity, On-line (NTU) - RW | 8760 | N/A | 0.89 | 9.00 |
| Turbidity, On-Line (NTU) - TW | 8760 | N/A | 0.07 | 2.30 |
| Turbidity, On-Line (NTU) - Filt1 | 8760 | N/A | 0.06 | 0.47 |
| Turbidity, On-Line (NTU) - Filt2 | 8760 | N/A | 0.03 | 0.35 |
| Turbidity, On-Line (NTU) - Filt3 | 8760 | N/A | 0.09 | 0.19 |
| Free Chlorine Residual, On-Line (mg/L) - TW | 8760 | 0.79 | 1.65 | 2.19 |
| Free Chlorine Residual, On-Line (mg/L) - DW | 8760 | 0.53 | 1.41 | 2.42 |
| Free Chlorine Residual, DW Field (mg/L) | 208 | 0.30 | N/A | 1.98 |
| Fluoride, On-line (mg/L) | 8760 | 0.00 | 0.60 | 1.19 |

NOTE: spikes recorded by on-line instrumentation were a result of air bubbles and various maintenance/calibration activities. All spikes are reviewed for compliance with O.Reg 170/03

Inorganic Parameters

These parameters are tested as a requirement under 170/03. Sodium and Fluoride are required to be tested every 5 years. Nitrate and Nitrite are tested quarterly and the metals are tested annually as required under 170/03. In the event any of the parameters exceed half of the maximum allowable concentration the parameter is required to be sampled quarterly.

- MAC = Maximum Allowable Concentration as per O.Reg 169/03
- BDL = Below the laboratory detection level

| | Sample Date (yyyy/mm/dd) | Sample Result | MAC | No. of Exceedances | |
|--------------------------|-----------------------------|---------------|--------|--------------------|---------|
| | | | | MAC | 1/2 MAC |
| Treated Water | | | | | |
| Antimony: Sb (ug/L) - TW | 2023/01/09 | 0.2 | 6.0 | No | No |
| Arsenic: As (ug/L) - TW | 2023/01/09 | 0.3 | 10.0 | No | No |
| Barium: Ba (ug/L) - TW | 2023/01/09 | 21.0 | 1000.0 | No | No |
| Boron: B (ug/L) - TW | 2023/01/09 | 15.0 | 5000.0 | No | No |
| Cadmium: Cd (ug/L) - TW | 2023/01/09 | <BDL 0.01 | 5.0 | No | No |
| Chromium: Cr (ug/L) - TW | 2023/01/09 | <BDL 2.0 | 50.0 | No | No |
| Mercury: Hg (ug/L) - TW | 2023/01/09 | <BDL 0.02 | 1.0 | No | No |
| Selenium: Se (ug/L) - TW | 2023/01/09 | <BDL 1.0 | 50.0 | No | No |
| Uranium: U (ug/L) - TW | 2023/01/09 | 0.2 | 20.0 | No | No |
| Additional Inorganics | | | | | |
| Fluoride (mg/L) - TW | 2019/01/14 | 0.4 | 1.5 | No | No |
| Nitrite (mg/L) - TW | 2023/01/03 | <BDL 0.1 | 1.0 | No | No |
| Nitrite (mg/L) - TW | 2023/04/03 | <BDL 0.05 | 1.0 | No | No |
| Nitrite (mg/L) - TW | 2023/07/05 | <BDL 0.05 | 1.0 | No | No |
| Nitrite (mg/L) - TW | 2023/10/03 | <BDL 0.05 | 1.0 | No | No |
| Nitrate (mg/L) - TW | 2023/01/03 | 0.3 | 10.0 | No | No |
| Nitrate (mg/L) - TW | 2023/04/03 | 0.32 | 10.0 | No | No |
| Nitrate (mg/L) - TW | 2023/07/05 | 0.22 | 10.0 | No | No |
| Nitrate (mg/L) - TW | 2023/10/03 | 0.14 | 10.0 | No | No |
| Sodium: Na (mg/L) - TW | 2019/01/14 | 15.9 | 20* | N/A | N/A |

*There is no "MAC" for Sodium. The aesthetic objective for sodium in drinking water is 200 mg/L. The local Medical Officer of Health should be notified mg/L when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets.

Schedule 15 Sampling:

The Schedule 15 Sampling is required under O.Reg 170/03. This system is under reduced sampling.

| Distribution System | Number of Sampling Points | Number of Samples | Range of Results | | MAC (ug/L) | Number of Exceedances |
|---------------------|---------------------------|-------------------|------------------|---------|------------|-----------------------|
| | | | Minimum | Maximum | | |
| Alkalinity (mg/L) | 6 | 6 | 95 | 108 | N/A | N/A |
| pH | 6 | 6 | 7.10 | 8.10 | N/A | N/A |
| Lead (ug/l) | 4 | 4 | 0.05 | 0.15 | 10 | 0 |

Organic Parameters

These parameters are tested annually as a requirement under O.Reg 170/03. In the event any of the parameters exceed half of the maximum allowable concentration the parameter is required to be sampled quarterly.

| | Sample Date (yyyy/mm/dd) | Sample Result | MAC | Number of Exceedances | |
|---|-----------------------------|---------------|-------|-----------------------|---------|
| | | | | MAC | 1/2 MAC |
| Treated Water | | | | | |
| Alachlor (ug/L) - TW | 2023/01/16 | <BDL 0.3 | 5.0 | No | No |
| Atrazine + N-dealkylated metabolites (ug/L) - TW | 2022/01/04 | <BDL 0.5 | 5.0 | No | No |
| Azinphos-methyl (ug/L) - TW | 2023/01/16 | <BDL 1.0 | 20.0 | No | No |
| Benzene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 1.0 | No | No |
| Benzo(a)pyrene (ug/L) - TW | 2023/01/16 | <BDL 0.006 | 0.01 | No | Yes |
| Bromoxynil (ug/L) - TW | 2023/01/16 | <BDL 0.5 | 5.0 | No | No |
| Carbaryl (ug/L) - TW | 2023/01/16 | <BDL 3.0 | 90.0 | No | No |
| Carbofuran (ug/L) - TW | 2023/01/16 | <BDL 1.0 | 90.0 | No | No |
| Carbon Tetrachloride (ug/L) - TW | 2023/01/09 | <BDL 0.2 | 2.0 | No | No |
| Chlorpyrifos (ug/L) - TW | 2023/01/16 | <BDL 0.5 | 90.0 | No | No |
| Diazinon (ug/L) - TW | 2023/01/16 | <BDL 1.0 | 20.0 | No | No |
| Dicamba (ug/L) - TW | 2023/01/09 | <BDL 1.0 | 120.0 | No | No |
| 1,2-Dichlorobenzene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 200.0 | No | No |
| 1,4-Dichlorobenzene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 5.0 | No | No |
| 1,2-Dichloroethane (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 5.0 | No | No |
| 1,1-Dichloroethylene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 14.0 | No | No |
| Dichloromethane (Methylene Chloride) (ug/L) - TW | 2023/01/09 | <BDL 5.0 | 50.0 | No | No |
| 2,4-Dichlorophenol (ug/L) - TW | 2023/01/16 | <BDL 0.2 | 900.0 | No | No |
| 2,4-Dichlorophenoxy acetic acid (2,4-D) (ug/L) - TW | 2023/01/09 | <BDL 1.0 | 100.0 | No | No |
| Diclofop-methyl (ug/L) - TW | 2023/01/16 | <BDL 0.9 | 9.0 | No | No |
| Dimethoate (ug/L) - TW | 2023/01/16 | <BDL 1.0 | 20.0 | No | No |
| Diquat (ug/L) - TW | 2023/01/09 | <BDL 5.0 | 70.0 | No | No |
| Diuron (ug/L) - TW | 2023/01/16 | <BDL 5.0 | 150.0 | No | No |
| Glyphosate (ug/L) - TW | 2023/01/09 | <BDL 25.0 | 280.0 | No | No |
| Malathion (ug/L) - TW | 2023/01/16 | <BDL 5.0 | 190.0 | No | No |
| 2-Methyl-4chlorophenoxyacetic Acid (MCPA) | 2023/01/09 | <BDL 10 | 100.0 | No | No |
| Metolachlor (ug/L) - TW | 2023/01/16 | <BDL 3.0 | 50.0 | No | No |
| Metribuzin (ug/L) - TW | 2023/01/16 | <BDL 3.0 | 80.0 | No | No |
| Monochlorobenzene (Chlorobenzene) (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 80.0 | No | No |
| Paraquat (ug/L) - TW | 2023/01/09 | <BDL 1.0 | 10.0 | No | No |
| PCB (ug/L) - TW | 2023/01/09 | <BDL 0.05 | 3.0 | No | No |
| Pentachlorophenol (ug/L) - TW | 2023/01/16 | <BDL 0.2 | 60.0 | No | No |
| Phorate (ug/L) - TW | 2023/01/16 | <BDL 0.3 | 2.0 | No | No |
| Picloram (ug/L) - TW | 2023/01/09 | <BDL 5.0 | 190.0 | No | No |

| | Sample Date (yyyy/mm/dd) | Sample Result | MAC | Number of Exceedances | |
|---|-----------------------------|---------------|--------|-----------------------|---------|
| | | | | MAC | 1/2 MAC |
| Prometryne (ug/L) - TW | 2023/01/16 | <BDL 0.1 | 1.0 | No | No |
| Simazine (ug/L) - TW | 2023/01/16 | <BDL 0.5 | 10.0 | No | No |
| Terbufos (ug/L) - TW | 2023/01/16 | <BDL 0.5 | 1.0 | No | No |
| Tetrachloroethylene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 10.0 | No | No |
| 2,3,4,6-Tetrachlorophenol (ug/L) - TW | 2023/01/16 | <BDL 0.2 | 100.0 | No | No |
| Triallate (ug/L) - TW | 2023/01/16 | <BDL 10.0 | 230.0 | No | No |
| Trichloroethylene (ug/L) - TW | 2023/01/09 | <BDL 0.5 | 5.0 | No | No |
| 2,4,6-Trichlorophenol (ug/L) - TW | 2023/01/16 | <BDL 0.2 | 5.0 | No | No |
| Trifluralin (ug/L) - TW | 2023/01/16 | <BDL 0.5 | 45.0 | No | No |
| Vinyl Chloride (ug/L) - TW | 2023/01/09 | <BDL 0.2 | 1.0 | No | No |
| | Sample Year | RAA | MAC | No. of Exceedances | |
| Distribution Water | | (ug/L) | (ug/L) | MAC | ½ MAC |
| Trihalomethane: Total (ug/L) Annual Average - DW | 2023 | 33.75 | 100 | No | No |
| Haloacetic Acid (HAA): Total (ug/L) Annual Average - DW | 2023 | 18.1 | 80 | No | No |

MAC = Maximum Allowable Concentration as per O.Reg 169/03

BDL = Below the laboratory detection level

RAA = Running Annual Average

Additional Legislated Samples

| Document | Parameter | Limit (mg/L) | Result (mg/L) |
|----------------|---|---------------------|---------------|
| MDWL # 161-101 | Filter Backwash Supernatant Suspended Solids | Annual Average < 25 | 4.3 |

Major Maintenance Summary


| WO # | Description |
|---------|--|
| 3203224 | Backwash tank cleaned and inspected |
| 3203227 | Filter media anthracite replacement filter #2 |
| 3203237 | Raw water chamber cleaned |
| 3203389 | Lowlift pump #4 Rebuild |
| 3203391 | Intake crib and chlorine diffuser inspected and cleaned |
| 3203396 | Replace 14" discharge valve |
| 3338421 | Filter #1 drain valve and influent valve actuator replaced |
| 3432914 | High lift #2 CLA-VAL rebuild |
| 3434928 | High lift #1 packing gland repair |
| 3568817 | Filter #2 FCV 202 valve and actuator replaced |
| 3661503 | High lift #3 repair |
| 3482505 | 3 Turbidity controllers with backup memory capabilities |
| 3665930 | Pressure relief rebuilt |


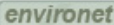
Distribution Maintenance

| Date | Location Reference | Category | Details | Corrective Repair |
|--------------------------------|--------------------|----------|---------|-------------------|
| No watermains repaired in 2023 | | | | |

Appendix A

WTRS Data and Submission Confirmation





Ministry of the Environment,
Conservation and Parks

| [WT DATA](#) | [USER PROFILE](#) | [CONTACT US](#) | [HELP](#) | [HOME](#) | [LOGOUT](#) |

Location: [WTRS](#) / [WT DATA](#) / [Input WT Record](#)WTRS-WT-008

Water Taking Data submitted successfully.

Confirmation:


Thank you for submitting your water taking data online.

Permit Number: 5506-9RMLKE
Permit Holder: THE CORPORATION OF THE SEPARATED TOWN OF PRESCOTT.
Received on: Jan 22, 2024 1:54 PM

This confirmation indicates that your data has been received by the Ministry, but should not be construed as acceptance of this data if it differs from that specified on the Permit Number, assigned to the Permit Holder stated above.

[Print Confirmation](#)[Return to Main Page](#)

ONTARIO CLEAN WATER AGENCY | 2024/01/22
version: v4.5.0.21 (build#: 22)
Last modified: 2018/09/18

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the Government of Ontario

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TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Receives the 2023 Stormwater Management Annual Report; and
2. Direct staff to submit the report to MECP prior to the April 30th deadline; and
3. Make the report available on the Township website by June 1st as required under the Linear ECA #155-S701.

As recommended by the Committee of the Whole – Administration & 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 | | |

2023

2023 Edwardsburgh-Cardinal Storm Water System Annual Report.docx



**Prepared by: Eric Wemerman
For: CAO and Council
2/22/2024**

Introduction

Under Environmental Compliance Approval Linear (ECA) # 155-S701 issued by the Ministry of Environment, Conservation and Parks (MECP), Edwardsburgh/Cardinal is required to prepare and submit an annual performance report for the Stormwater Management System by April 30th of the following year. The performance report covers the period of January 1st to December 31st, 2023 and is submitted to council and MECP. The report is also made available for public viewing on the Township site by June 1st.

The Cardinal Stormwater Management System consists of storm mains, culverts, ditches and outlets that discharge into the St. Lawrence River. Storm mains consist of concrete, clay, PVC and steel. There are no treatment facilities or pumping stations in Cardinal.

The Spencerville Stormwater Management System consists of PVC and steel mains, catch basins and culverts. A stormwater improvement project was commissioned in 2022 that serves Cedar, David, Charles, Cook and Cherry Streets. An enhanced grass swale system located south of Cherry Street treats stormwater before discharging into the South Nation River.

The Johnstown Stormwater Management System currently consists of ditches, culverts, swales and PVC main that drain surface water from the Hamlet of Johnstown to 4 outlets. Three outlets discharge to the St. Lawrence River and one to a marsh north of the hamlet. A stormwater improvement project was completed on Mary and Sophia Streets from Second Street to County Road 2, which was completed in 2023.

[Executive Summary](#)

The annual performance report summarizes sampling data, inspection and maintenance activities for storm outfalls, mains and catch basins within the Edwardsburgh/Cardinal Stormwater Management System. Unplanned maintenance activities, operating problems and corrective actions are summarized for the 2023 review period.

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[System Approvals](#)

| <u>System</u> | <u>Linear ECA</u> | <u>Renewal Date</u> |
|--|-------------------|---------------------|
| Edwardsburgh/Cardinal Stormwater Management System | 155-S701 | June 15, 2026 |

[Monitoring Data](#)

During the reporting year two sets of grab samples were collected to compare stormwater discharge effluent with the 2012 Schedule B Stormwater discharge bylaw limit.

| Parameter | Type of Sample | Spencerville Swale System | Sophia Storm Outfall | 2012 Schedule B Storm Sewer Discharge Bylaw limit (mg/L) |
|------------------------|----------------|---------------------------|----------------------|--|
| | | October 10, 2023 | May 3, 2023 | |
| Total Suspended Solids | Grab | 4 | 3 | 15 |
| Chromium | Grab | <0.001 | <0.001 | 0.08 |
| Arsenic | Grab | 0.0002 | 0.0003 | 0.02 |
| Copper | Grab | 0.0021 | 0.0017 | 0.04 |
| Lead | Grab | 0.00058 | 0.00016 | 0.12 |
| Mercury | Grab | 0.00002 | <0.00002 | 0.0004 |
| Nitrate & Nitrite | Grab | <0.05 | 1.95 | N/A |
| Oil & Grease | Grab | 1.6 | <1.0 | N/A |
| Total Phosphorus | Grab | 0.14 | 0.04 | N/A |
| PHC F1 (C6-10) | Grab | <25 | <25 ug/L | N/A |
| PHC F2(>C10-C16) | Grab | <50 | <50 ug/L | N/A |
| PHC F3 (>C16-C34) | Grab | <400 | <400 ug/L | N/A |
| PHC F4 (>C34-C50) | Grab | <400 | <400 ug/L | N/A |

Grab sample results are lower than parameters outlined in the 2012 Schedule B Storm Sewer discharge bylaw.

Monitoring Data Trending Review 5-year review

There is insufficient data to develop trending and analyses of monitoring data over 5 years. Initial grab samples show results are below the 2012 Schedule B Stormwater discharge bylaw. The MECPS monitoring plan, once released, will provide guidance and direction on sampling requirements, data collection and review.

Operational Problems

No operational problems occurred in 2023.

Inspection, Maintenance & Repair

The following is a summary of inspection and maintenance activities within the Edwardsburgh/Cardinal Stormwater Management System.

Outfall Inspection Program

| CARDINAL | | | |
|-------------------|--------------|----------|--|
| Inspection Date | Outfall | Asset ID | Inspection Findings |
| April 12, 2023 | John Street | 2624 | No obstructions, flowing normal. |
| November 23, 2023 | John Street | 2624 | No obstructions, flowing normal. |
| April 12, 2023 | Reid Street | 2625 | Outfall flowing normal. Bell disconnected in pipework. |
| November 23, 2023 | Reid Street | 2625 | Outfall flowing normal. Bell disconnected at pipework. Evaluate feasibility of repair. |
| April 12, 2023 | Flett Street | 2627 | No obstructions, good condition. |

| Inspection Date | Outfall | Asset ID | Inspection Findings |
|-------------------|--------------------|----------|---------------------------------------|
| November 23, 2023 | Flett Street | 2627 | No obstructions, good condition. |
| April 12, 2023 | Dundas Street | 2631 | Cleared debris and vegetation. |
| November 23, 2023 | Dundas Street | 2631 | Plugged, cleared vegetation and dirt. |
| April 12, 2023 | 2257 Dundas Street | 2632 | Cleared debris and vegetation. |
| November 23, 2023 | 2257 Dundas Street | 2632 | Partially plugged. Cleared weeds. |
| April 12, 2023 | Walter Street | 2629 | No obstructions, flowing normal. |
| November 23, 2023 | Walter Street | 2629 | No obstructions, clear. |
| April 13, 2023 | Henry Street | 2628 | Outfall flowing normal. |
| November 23, 2023 | Henry Street | 2628 | No obstructions. Fair condition. |
| April 12, 2023 | Gill Street | 2626 | No obstructions. Good condition. |
| November 23, 2023 | Gill Street | 2626 | No obstructions. Good Condition. |

| SPENCERVILLE | | | |
|----------------|--------------------|------------|--|
| Date | Outfall | Asset ID # | Inspection Findings |
| May 24, 2023 | South Street | 2633 | Pipework in good condition. |
| May 24, 2023 | Swale System | 2634 | Swale and ditching in good condition. No obstructions in pipework, free flowing. |
| JOHNSTOWN | | | |
| Date | Outfall | Asset ID # | Inspection Findings |
| April 12, 2023 | Sophia Street | 2636 | No structural defects, flowing normal. |
| July 19, 2023 | Oil-Grit Separator | 2636 | Minor accumulation of grass clippings, frogs habituating surface of water. |

| CAPITAL PROJECTS & MAINTENANCE | | |
|--------------------------------|--------------------|---|
| Location | Date | Maintenance/Repair |
| Mary Street | May 2023 | Completion of remaining work from 2022 (Culvert, pipework installation, clean up and paving). (Capital Project) |
| County Road 2, Cardinal | June-November 2023 | Storm main infrastructure replaced. * Owned and maintained by Leeds, Grenville & Lanark Counties. |
| Helen Street, Cardinal | October 8, 2023 | Repaired section of storm pipe struck during sewer lateral replacement. |
| Mary Street Outfall | December 2023 | Outfall works extended, removal of vegetation. (Capital Project) |

| STORM MAIN & CATCH BASIN FLUSHING PROGRAM | | |
|---|----------|--|
| Date | Location | Maintenance Activity |
| May 29, 2023 | Cardinal | Vacuumed storm catch basins on James and Dishaw Streets. |
| August 1, 2023 | Cardinal | Vacuumed storm catch basins in Meadowlands Drive. |
| October 5, 2023 | Cardinal | High pressure cleaned storm mains on New, Middle and Waddell Streets. CCTV inspected mains on New and Waddel Street. |

Summary of Calibration and Equipment Maintenance

Not Applicable

Summary of Complaints

The following complaints were received during the reporting year.

| Date | System | Complaint | Corrective Action(s) |
|--------------------|----------|-------------|---|
| September 20, 2023 | Cardinal | Weed growth | Removed weed and dirt on catch basin ledge. Pipework and catch basin clear. |

Alterations to Authorized System

The County Road 2 water, sanitary and stormwater rehabilitation project was completed in 2023. Stormwater infrastructure on County Road 2 is owned and maintained by Leeds, Grenville & Lanark County and not part of the Municipalities Linear ECA. Stormwater replacement was not identified as a significant drinking water threat to the Village of Cardinal.

The Mary and Sophia Street Stormwater and outfall extension project was completed in 2023 in Johnstown.

No alterations to the stormwater system in Spencerville was completed in 2023.

Spills and Abnormal Discharge Events

May 7, 2023: Dave Grant, CAO, received notification from Spills Action Centre that Ingredion discharged approximately 500-700 liters of water (made up of process water, corn starch and potable water) into a storm sewer due to a power failure. No adverse impacts reported.

September 1-4, 2023: Sanitary force main break in Cardinal. Monitoring operations continued until location of force main was identified on September 4 and repaired. Notifications to Leeds, Grenville & Lanark Health Unit, Spills Action Centre and MECP Kingston District completed on September 1. 978 m³ of untreated sewage was reported to the Spills Action Centre. No adverse environmental or health impacts reported.

Summary of Actions taken including timelines, to improve or Correct Performance

Flushing and CCTV inspection program implemented on annual basis. Storm mains are being assessed prior to commencing roadwork resurfacing and rehabilitation to determine if replacement is required.

Status of Actions from Previous Reporting Year

No status or action items from previous reporting year.

Significant Drinking Water Assessment Report

A Significant Drinking Water Assessment Report was developed for the Storm water and Sanitary Collection systems for Edwardsburgh/Cardinal. The report uses data from the South Nation Conservation Authorities Source Water Protection report and Directors Technical Rules on Potential Drinking Water threats to identify potential activities that may pose a drinking water threat. The report did not identify any current stormwater projects that could jeopardize water quality within Intake or Well Protection zones 1 and 2 for Cardinal or Spencerville. The Significant Drinking Water Assessment Report is reviewed and updated annually.

Operational Plan

The Linear ECA requires the development and implementation of an operational plan by May 2023. The operational plan must include procedures and maintenance schedules for storm water infrastructure including outfalls, treatment systems (if applicable) and mains. The plan must also include procedures on complaint handling and spills/bypass reporting. An operational plan was developed and implemented on January 1, 2023.

Storm Sewershed Inventory

The Linear ECA requires the development of a Storm Sewershed inventory that classifies treatment level for each out fall, the estimated catchment area, the receiving stream, the water shed and whether treatment is provided by another municipality. The inventory and mapping must be submitted to the MECP by 2025.

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Declare the Drager UCF 7000 Thermal Imaging Camera, Bullard T3 Max Thermal Imaging Camera and 15 sets of firefighting bunker gear as surplus to the needs of the Township; and
2. Authorize staff to dispose of the goods by donating all items to Firefighters Without Borders.

As recommended by the Committee of the Whole – Administration & 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council award the Splitter Box Relining Project RFQ-ENV-01 2024 to Clear Water Structures in the amount of \$37,709.00 + HST and a 10% contingency utilizing funds from the Spencerville Wastewater Reserves to an upset limit of \$43,000, as recommended by the Committee of the Whole – Administration & 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Award the Spencerville Lagoon Mag Meter installation project to Eastern Welding at a tender cost of \$33,500 + non-rebated HST and utilize any operational budget surplus in 2024 to cover the remaining balance of \$18,500; and
2. If required, utilize the Spencerville Wastewater Reserve Fund to cover any deficits.

As recommended by the Committee of the Whole – Administration & 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council approve and award the Supply of Dust Suppressant tender EC-PW-24-02 to Da-Lee Dust Control Ltd. at the unit rate of \$0.367 per liter for 210,000 liters to a maximum of \$77,070.00 + non-rebated HST, as recommended by the Committee of the Whole – Administration & 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council award the Supply of Crushed Rock tender EC-PW-24-01 to G. Tackaberry & Sons for approximately 7500 tonnes at the unit price of \$13.94 per MT to a maximum of \$104,550.00 + non-rebated HST, as recommended by the Committee of the Whole – Administration & 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

WHEREAS provincial funding for the Digital Main Street Program is scheduled to end on March 31, 2024; and

WHEREAS the program has helped to form a valuable partnership and collaboration among the 3 South Grenville municipalities of Augusta, Prescott, and Edwardsburgh Cardinal, with the Digital Service Squad creating additional support and resources through webinars and a dedicated webpage to support local businesses; and

WHEREAS the Town of Prescott passed Resolution No. 32-2024 to support the continuation of provincial funding for the successful and important Digital Main Street Program; and

WHEREAS the Town of Prescott passed Resolution No. 73-2024 to approve the contract extension of the Digital Main Street Coordinator position, allocating up to 50% in wages for a period of 3 months; and

WHEREAS the Township of Edwardsburgh Cardinal has proposed supporting the contract extension of the Digital Main Street Coordinator position.

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal authorize an upset contribution limit of \$5,100.00 to fund a 3-month extension of the Digital Service Squad Program Coordinator position while staff work with the Town of Prescott and Augusta Township to find solutions to continue this support for the local businesses.

AND FURTHER THAT the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal supports the Town of Prescott Resolution No. 32-2024 to support the continuation of provincial funding for the Digital Main Street Program.

☐ 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

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

☐ 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

WHEREAS the Edwardsburgh Cardinal Fire Department is comprised of a Fire Chief, Deputy Chief and has two fire stations, which are both staffed with three Captains and a complement of volunteer firefighters; and

WHEREAS the Edwardsburgh Cardinal Fire Department volunteer firefighters typically do not reach the 200-hour threshold within a calendar year to qualify for an increase to the tax credit from \$3,000 to \$10,000; and

WHEREAS the Government of Canada should support all volunteer firefighters whether or not they accumulate 200-hours of volunteer services within a calendar year; and

WHEREAS the Edwardsburgh Cardinal Fire Department and Township of Edwardsburgh Cardinal believe that all volunteer firefighters that have actively contributed to their communities through firefighting and search and rescue services should be recognized and included within the Bill C-310 to increase the amount of the tax credits permitted; and

WHEREAS volunteer firefighters and search and rescue services that have accumulated between 0 to 199 hours of volunteer services should be considered with Bill C-310 for an increase to the amount of tax credit from \$1,000 to \$3,000.

NOW BE IT RESOLVED THAT the Municipal Council of the Township of Edwardsburgh Cardinal call upon the Government of Canada to support Bill C-310 and enact amendments to subsection 118.06(2) and 118.07(2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$1,000 to \$3,000 for any member that has completed between 0 to 199 hours of volunteer services in a calendar year.

☐ 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

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

AND FURTHER THAT the Municipal Council of the Township of Edwardsburgh Cardinal supports Bonfield Township Resolution No. 15 calling upon the Government of Canada to support Bill C-310 and enact amendments to subsection 118.06(2) and 118.07(2) of the Income Tax Act in order to increase the amount of the tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000.

☐ 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 ACTION ITEM

Committee: Council

Date: March 25, 2024

Department: Administration

Topic: Update to Council Chambers Audio Visual System

Purpose: To provide Council with an updated recommendation based on additional information received from Cycom and eScribe during the week of March 18.

Background: Cycom and eScribe have provided additional information on the quotes and information in relation to the a/v system proposed for the Council Chambers.

Following the March 11 Committee meeting, staff discussed with eScribe some of the hesitation received from members. A slight reduction in cost of \$1,000 for 2024 (which includes the implementation fees) has been offered, making the overall cost for 2024 reduced from \$14,390 to \$13,390. Additionally, cost savings have been negotiated so the future annual cost in 2025 and forward will go down to \$12,040.

Additionally, following discussions with both Cycom and eScribe, it has been determined that the add-on option, at a cost of \$7,441.05, for the licensing and programming to enable the microphones to sync with the eScribe vote manager system is currently unavailable due to software changes. eScribe is currently going through a number of background software changes and modifications that have recently impacted the API (application programming interface) that would sync the optional voting button on the mic system. Until this area between eScribe and Cycom (televisic microphones) is addressed, there is no need for the Township to pay for the additional one-time add-on option when the sync would not be available. If and when this issue is addressed between eScribe and Cycom, the Township may consider the add-on feature at that time.

Once the a/v system is fully operational, Council will be able to vote on their iPads through the eScribe vote manager module. Staff will continue communications with Cycom and eScribe to see if/when the additional voting option with the microphone may be available and report back to Council.

Policy Implications: All financial items over \$75,000 require Council approval.

Financial Considerations: As a result of the slight cost savings provided by escribe and the removal of the Cycom add-on feature to sync with escribe voting on the mic system, the overall cost of the project has slightly decreased.

Revised quotes:

The Township received quotes from 3 companies, however, only two companies included the procurement, installation/setup, and training within the quotes.

| Company | Install/Training Included | Total Cost including HST | Total Cost excluding HST |
|---------------------|---------------------------|--------------------------|--------------------------|
| DataVisual | No | \$81,409.72 | \$72,044.00 |
| Cycom | Yes | \$93,914.30 | \$83,110.00 |
| Applied Electronics | Yes | \$102,003.97 | \$90,269.00 |

Recommendation: THAT Municipal Council:

1. Award the Council Chambers audio visual system upgrades contract to Cycom Technology Solutions Inc. in the amount of \$93,914.30, plus an additional 5% contingency of \$4,695.72, with the cost to be funded by a combination of the Modernization Reserve Fund and COVID Safe Restart Fund; and
2. Purchase the eScribe webcasting plus module for a total of \$13,390.00 and funded by the COVID Safe Restart Fund, with future years cost of \$12,040.00 funded from Administration IT Services 17-5323; and
3. Authorize the Clerk and CAO to execute all necessary documents to complete the audio visual system project.



Clerk



Treasurer



CAO/Director of Operations

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Notify Circular Materials that the Township will be opting-out of providing blue box service during the transition period; and
2. Enter into an agreement with Circular Materials contractor to provide continued collection of non-eligible sources during the transition period.

As recommended by the Committee of the Whole – Administration & 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 ACTION ITEM

Committee: Council

Date: March 25, 2024

Department: Environmental Services

Topic: Schneider Electric SCADA Support and Services Agreement

Purpose: To receive approval to enter into a 3-year renewal Support and Services agreement with Schneider Electric.

Background: A service and support agreement for the SCADA (Supervisory Control and Data Acquisition) system maintenance dates back to the late 1990's. The original provider, Invensys Group, was acquired by Schneider Electric in January 2014. Schneider Electric is a global specialist in energy management. The SCADA system is an essential and critical element in daily process control and in achieving regulatory compliance for the water and sewer operations.

Since 2006, the Township moved to a 3-year service and support agreement to achieve increased savings. The agreement provides access to technical support, scheduled preventative maintenance visits, accelerated shipment of materials and equipment, priority on-site corrective assistance, discounts on hardware upgrades, and annual lifecycle evaluations. The agreement over the past 20 plus years has benefitted the Township in cost savings during upgrades, increased reliability and reduced system downtime.

Policy Implications: By-law 2023-51 establishes policies with respect to the procurement of goods and services. It states that all expenditures exceeding \$75,000.00 shall require approval of Council.

Purchases may be made from a single source without quotations or tenders where the compatibility of a purchase with existing equipment and/or facilities is of paramount consideration and that purchase must be made from a single source.

Financial Considerations:

Year 1 (May 1, 2024 to April 30, 2025), \$34,583.00 (12% increase)

Year 2 (May 1, 2025 to April 30, 2026), \$35,887.00 (3.77% increase)

Year 3 (May 1, 2026 to April 30, 2027), \$37,256.00 (3.81% increase)

Total cost for the 3-year term is \$107,726.00

Recommendation: That Council enter into a 3-year renewal Support and Services agreement with Schneider Electric and authorize staff to execute the agreement.



Chief Water/Sewer Operator



CAO/Director of Operations

Proposal to:

Township of Edwardsburgh/Cardinal

Cardinal, Ontario, Canada

Customer FIRST Support and Services Proposal: Premium Level

System: Foxboro IA

ISSUED BY : Schneider Electric Systems Canada Inc.

ISSUED DATE : March 11, 2024

SE REF. : OP-231107-13727847

PROPOSAL NO. : QLK-2402-7337755

REV. NO. : 1

VALIDITY DATE : This proposal is valid until May 1, 2024

SCHNEIDER ELECTRIC CONTACTS:

Client Sales Executive (CSE)
Name: Gilles Gomez
Title: Client Sales Executive (CSE)
Phone: +1 1 5148225409
Mobile: +1 5142372546
E-mail: gilles.gomez@se.com

Please Submit Purchase Orders and Tax-Exempt Certificate prior to the contract start date to:

Schneider Electric Systems Canada, Inc.
Attn: Order Management
4 Lake Street,
Dollard-des-Ormeaux
Quebec, H9B 3H9
Fax: 888-820-6558 Attn: Order Management
E-mail: processautomation.ca@schneider-electric.com

Please ensure your Purchase Order includes the following information:

- *Authorized signature and date.*
- *Ship To Address*
- *Invoice Address*

*The Schneider Electric Proposal Number **QLK-2402-7337755**, Rev. 1 terms and conditions will govern and supersede – any terms provided by Purchaser.*

Please Remit to:

Schneider Electric Systems Canada Inc.
P.O.Box 15618, Station A
Toronto, Ontario
M5W 1C1 Canada
E: Norman.Simpson@schneider-electric.com

JP Morgan Chase Bank N.A. Toronto Branch
Bank.No 270
Transit # 00012
Account # 4000010777 (CAD & other Currency)
Account # 4000014043 (USD)
Email advises to: eft@schneider-electric.com

Proprietary Disclaimer:

This proposal contains technical and business information that is confidential and proprietary to Schneider Electric. It is provided to the customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Schneider Electric.

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1. EXECUTIVE SUMMARY

The Customer FIRST Support and Services Program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from Schneider Electric's EcoStruxure™ Foxboro DCS and EcoStruxure™ Triconex Safety Systems. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help you effectively utilize our applications, systems, services and solutions.

Schneider Electric's globally situated support and service teams are uniquely qualified to deliver the high-quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Schneider Electric systems from the potential of catastrophic loss.

The Customer FIRST Program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, we can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance.

2. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support, onsite corrective support, product lifecycle assessment, and more. Discounts on value-add services are offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements that you anticipate encountering during the coverage timeframe of your Agreement.

Offered in the form of an annual or multi-year agreement that can be renewed for continued coverage, your Customer FIRST Support and Services Agreement serves as the foundation of a lasting service relationship that is predicated upon your success with using our technology.

2.1 CUSTOMER FIRST PROGRAM – INTRODUCTION

The Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

2.2 CUSTOMER FIRST PROGRAM – PREMIUM LEVEL

The Premium level of the Customer FIRST Support and Services program is designed for a high level of support availability, including 24/7 emergency support, and responsiveness augmented by additional services designed to empower your business. The Premium program level provides a comprehensive support and services package that includes expert technical support from skilled Schneider Electric resources, and priority en route response commitment for on-site corrective assistance. Your business will keep pace with the latest advancements in EcoStruxure™ Foxboro DCS products and solutions with access to the latest software version upgrades and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits and accelerated shipment of material are provided. Flexible payment options are available for purchase of labor-based services, material-based services and training.

3. CUSTOMER FIRST FEATURES SUMMARY

3.1 CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

Customer FIRST for Foxboro

| Included Services | Premium |
|---|----------|
| Core Support and Services | |
| Technical Support Access | 24/7 |
| Global Customer Support Website Access | Y |
| EcoStruxure™ Facility Expert Mobile App | Y |
| Preventive Maintenance Site Visits (per year) | 2 |
| En route Response Commitment for Billable Onsite Corrective Assistance* | 24 hours |
| Software Maintenance Releases, Service Packs, Patches and Updates | Y |
| Lifecycle Assessment and Upgrade Planning Roadmap | Y |
| Support Usage and Summary Report | Y |
| Module Exchange Program | Y |
| Software Version Upgrades and Revisions** | Y |
| System Asset Viewer | Y |
| Customer FIRST Program Review (per year) | 1 |
| Services and Material Discounts | |
| Advantage Discount Program | 50% |
| Site Support Services | 10% |
| MEP Parts | 43% |
| Consulting Services | 10% |
| Spares | 10% |

Test and Offline Development System Licenses

50%

Optional Services

Premium

Flexible Funding – Services Fund

\$6,000 / Year

Flexible Funding – Material Fund

\$1,500 / Year

† Additional conditions apply. Your sales person can advise you.

* where available

** exclude labor and hardware, additional conditions apply.

*** All discounts on current List Price only. Certification courses not included.

****Flexible Funding – Learning Services Fund is a Pre-requisite

4. AGREEMENT CONTENT

4.1 CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.1.1 Premium Level – Included Services

4.1.1.1 Core Support and Services

Technical Support Access

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers and locally-based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Note: Schneider Electric provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Premium level: 24 hours per day, 7 days per week (24/7)

Global Customer Support Website Access

Schneider Electric makes available its extensive knowledgebase of technical user documentation, issue solutions, and software via the Global Customer Support (GCS) website. The registration profile allows the website user to refine their access to only the product content of interest.

Schneider Electric web tools provide online support case management. Customer personnel may submit service requests. A tracking number will be issued to the submitter, who may review case status and upload additional information as appropriate.

In addition, website-registrants will receive pro-actively issued communications of two types:

1. New product announcement
2. Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes
3. Advisories that describe identified technical product problems and provide a solution

EcoStruxure™ Facility Expert Mobile App

Our EcoStruxure™ Facility Expert Digital Logbook app helps you utilize and realize value from your support agreement with digital access to reports and maintenance plan.

The digital logbook is an easy to use collaborative tool that keeps record of important documentation and maintenance schedules. The Digital Logbook allows you to eliminate paperwork, outdated files, conflicting data and unclear roles; and there are no more hold-ups because you can't get your hands on the information you need when you need it.

Improving your operational performance by:

- Accurate planning of preventive maintenance schedule.
- Greater visibility of the onsite work done.
- Details of activities undertaken during a given period.
- Access to all your reports and documentations pertaining to your CFA:
 - CFA Contract Agreement
 - Contract Management Review Reports
 - Field Services Reports (FSR)
 - Preventative maintenance (PM)
 - RoadMap Reports

(FX) Preventive Maintenance site visits per year

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if EcoStruxure™ DCS Advisor Services V4.0 (or higher) is enabled, Schneider Electric will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:

- It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.
- It will be used to develop your annual Lifecycle Assessment Report and Upgrade Planning Roadmap.
- It is available for System Asset Viewer application use.

The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

These Customer FIRST features are described in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit includes (if installed) DCS Advisor Server maintenance support.*
- 4) *The Preventive Maintenance Site Visit does not include:*
 - a) *Installation of version licenses, revision releases and maintenance releases, or any startup activities.*
 - b) *Activities associated with the optional DCS Advisor Services: Remote Backup Service, NetSight Console, DCS Advisor Server with Data Diode, Patch Deployment to DCS Advisor Server.*
- 5) *These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

(FX) Premium level: Two (2) Preventive Maintenance site visits per year

En Route Response Commitment for Billable Onsite Corrective Assistance

Schneider Electric solutions are reliably supported by our technical support engineers/consultants in collaboration with you via voice and electronic communication methods. If remote connection directly to your EcoStruxure Foxboro DCS is applicable, with proper approvals, this approach may be engaged to help facilitate matters.

If we are unable to resolve your support case via these methods, Schneider Electric will provide hands-on corrective assistance. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the Customer FIRST support level, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric's control.

Notes:

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to EcoStruxure™ DCS Advisor Server", preventative maintenance work, startup support and upgrade labor.*
- 2) *Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.*
- 3) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

This Customer FIRST Support and Services Agreement includes:

Premium level: 24 Hours En Route Response Commitment for Corrective Assistance

Software Maintenance Releases, Service Packs, Patches and Updates

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Lifecycle Assessment and Upgrade Planning Roadmap

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment and Upgrade Planning Roadmap report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability.

Schneider Electric will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and used to develop the Lifecycle Assessment and Upgrade Planning report. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

The components of your system and applications, as appropriate, will be assessed for potential upgrade to preferred (current) phase products. This collaborative activity between customer staff and Schneider Electric focuses on identifying a logical progression for the potential upgrade of your equipment, software and files, and potentially, third party products.

The Lifecycle Assessment and Upgrade Planning Roadmap will help facilitate effective short and long-term upgrade planning decisions. It will be updated annually and may be used as the foundation for the optional Modernization and Migration Planning service.

Support Usage and Summary Report

The Support Usage and Summary Report highlights all technical support case activity, labor-based site visits and material exchange activity logged by Schneider Electric's service management system.

Module Exchange Program (MEP)

The Module Exchange Program provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component, you may arrange for exchange of the malfunctioning unit with another unit. Schneider Electric will provide an authorization number and shipping instructions. The replacement material generally ships within one business day of request for service.

Product provided under the Module Exchange Program is billable. Pricing for the replacement unit is contingent on receipt of the malfunctioning equipment at Schneider Electric's designated facility, and subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

Note: The price of equipment provided from Module Exchange Program inventory may be applied to the Flexible Material Fund or MEP – Material Cost-Inclusive feature, if appropriate under the terms of your Customer FIRST Agreement.

Software Version Upgrades and Revisions

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.



Schneider Electric provides Software Version Upgrade and Revision entitlement with the Customer FIRST Support and Services program.

The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. Schneider Electric makes no guarantee that version and revision releases will become available during the agreement period.

For Foxboro customers, Software Version entitlement is offered for the same product, excluding platform change. A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim* Historian to the Wonderware Historian).

This benefit provides you with the ability to upgrade and keep covered Foxboro software continuously current at the Preferred (i.e., most current) lifecycle phase.

Version Upgrade Eligibility:

- Installed Software must be at the current version (Preferred lifecycle phase) to be eligible for version entitlement. Software that was in the Preferred lifecycle phase when the client's first Customer FIRST agreement was executed is eligible for version entitlement. When these criteria have been met, entitlement to software versions of Foxboro or Triconex software begins and will continue for as long as an active Customer FIRST agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.
- The [Components and Software List](#) provided in this proposal will identify Schneider Electric software eligible for version upgrade.

Revision Upgrade Eligibility:

- Eligibility for revision entitlement will continue for as long as an active Customer FIRST agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.

Notes:

- 1) *Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.*
- 2) *Upgrades to third-party operating system (OS) software, application software, and anti-virus software may be required to support new Schneider Electric system and application version and revision releases. These are not part of the Software Version Upgrades and Revisions element of the Customer FIRST program.*
- 3) *New hardware may be required to support new Foxboro or Triconex systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Advantage Discount Program.)*
- 4) *System shutdown may be required to support hardware and software version and revision releases.*
- 5) *A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim* Historian to the Wonderware Historian)*

System Asset Viewer

The System Asset Viewer is a stand-alone application that accesses the system configuration data maintained by Schneider Electric in the Global Customer Support (GCS) Installed Base Repository.

Its easy-to-use Windows-based graphical interface presents a wealth of system configuration data – grouped by node, station, monitor or switch and include component version and patch levels, site topology, and lifecycle stages – to provide a complete view of where equipment is in its lifecycle. In addition, System Asset Viewer can be an invaluable aid in troubleshooting and diagnosing system anomalies and may potentially prevent production downtime or poor performance.

If the System Asset Viewer application is installed on a personal computer or EcoStruxure™ DCS Advisor server at your site, your staff can use it to access your system configuration data and lifecycle phase information on demand. System Asset Viewer can also be used by Schneider Electric's Field Service Representatives during site visits.

Customer FIRST Program Review

Schneider Electric will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Premium level: One (1) Customer FIRST Program Review per year

4.1.1.2 Services and Material Discounts

Advantage Discount Program

Schneider Electric's careful attention to backward compatibility and serviceability enables our customers to preserve intellectual property and save significant downtime as they modernize. The Advantage Discount Program enables EcoStruxure Foxboro DCS and EcoStruxure Triconex Safety System customers to cost-effectively modernize aging equipment with innovative and productivity enhancing technologies.

Schneider Electric offers a significant incentive for modernizing system hardware and software to Preferred (current) lifecycle products, in exchange for the return of older equipment to Schneider Electric. The Advantage Discount Program is a global discount policy offering a 25% discount from global list price to loyal existing customers. Customer FIRST Support and Services Agreement customers receive an additional 25% discount, bringing the total Advantage Discount Program discount to 50% off the global list price of eligible parts.

The Advantage Discount Program applies to the upgrading of equipment in the lifecycle categories of Available, Mature, Lifetime, and Obsolete with products in the Preferred product lifecycle. Discounts applies to Preferred lifecycle product purchases only.

In general, Advantage Discount Program applies to product manufactured by Schneider Electric factories. Third party buyout equipment is generally not eligible for the Advantage Discount Program.

The returned equipment must be the functional equivalent of the equipment being modernized. Products returned must be in refurbishable condition. Contaminated, damaged, non-repairable or obviously broken material will not be accepted in trade. Additionally, equipment must be return to a Schneider Electric-designated location within 3 months of shipment of the new equipment.

Premium level: Advantage Discount Program offers 50% off the global list price.

Site Support Services

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Schneider Electric will help you define the scope of work to meet your specific requirements.

Premium level: 10% discount on labor rate for Site Support Services

Module Exchange Program (MEP) Parts

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Exchange Program qualifications.

Note: Not applicable to consumable products

MEP Parts: 43% discount on list price. Landed costs (duties, fees, etc.) may apply.

Consulting Services

Consulting Services allow you to leverage skilled Schneider Electric resources that can help optimize the performance of your existing assets, conduct routine performance assessments and assist with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services agreement.

Whether you are planning a new project and need help architecting a solution, or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with the appropriate resources within the Schneider Electric organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Premium level: 10% discount on list price

Spares

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Premium level: 10% discount on list price

Test and Offline Development System Licenses

For customers that use an offline system to mirror their online system for testing upgrades, development, etc., before moving those changes into production, a discount is applicable to all off-line test system, development or disaster recovery system licenses.

Note: Customers must agree that all software licenses in the Off-Line system will solely be used for non-production testing or simulation or emergency back-up purposes and for no other purposes whatsoever. Applicable system will be non-production off-line except for temporary periods during emergency back-up situations such as disaster recovery or failover. The off-line system licenses are to be identical to the on-line system licenses in product type but may be of lesser quantity or functional capacity (such as lower I/O count, lower tag count, less equipment). Certain product exclusions may apply – ask your sales person for further information.

Premium level: 50% discount on list price

4.1.2 Premium Level – Optional Services

Schneider Electric offers the following optional services with the Customer FIRST Support and Services program for your consideration.

Flexible Services Fund

Customer FIRST Program coverage provides you with labor-based support and services that are billable at local Schneider Electric labor rates at time of service. These include Onsite Corrective Assistance, Site Support Service, Consulting Services, training and time spent installing hardware or software associated with Customer FIRST Program features. In addition, the service engineer's travel time to and from your site and associated travel and living expenses are billable.

Provisioning the optional Flexible Services Fund with funds that accrue as part of your scheduled agreement payments allows you to spread payment of applicable labor-based services over the coverage period of your Customer FIRST Support and Services Agreement.

An appropriate amount can be established based on the number of anticipated labor hours for your company, site(s) and situation multiplied by the prevailing local Schneider Electric service rate. Schneider Electric can help you make this determination.

Flexible Services Fund Policy applies.

Flexible Material Fund

Schneider Electric provides fast, cost-effective replacement of major system components in the event of a module failure. If you encounter an issue with your Foxboro or Triconex system, you may arrange for shipment of factory-refurbished material from Schneider Electric inventory in exchange for your malfunctioning unit. The equipment provided is billable.

Provisioning the optional Flexible Material Fund with funds that accrue as part of your scheduled agreement payments allows you to spread payment of applicable material-based services over the coverage period of your Customer FIRST Support and Services Agreement.

Schneider Electric can help you determine an appropriate amount with which to provision the Flexible Material Fund based on an estimation of your site's material requirements during the Agreement's coverage period. You may order applicable material from Schneider Electric at any time during the Agreement coverage period.

The Flexible Material Fund Policy applies.

5. COMPONENTS AND SOFTWARE COVERED

5.1 SYSTEM – COMPONENTS COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

| Item | Qty | Product | Short Description | Current Lifecycle phase | Obsolete Date | Previous Contract Entitlement to SW Version Upgrade (Yes/No) |
|--------|-----|--------------|--|-------------------------|---------------|--|
| 10.00 | 2 | S10B23220000 | Software Suite License for Foxboro DCS +I/A Series | LifeTime | | Yes |
| 20.00 | 1 | J0201LA | Foxboro DCS Control License, 100 Analog IO | Preferred | | Yes |
| 30.00 | 4 | J0201LC | Foxboro DCS Control License, 100 Discrete IO | Preferred | | Yes |
| 40.00 | 1 | J0201LE | Foxboro DCS Control License, 100 Soft IO | Preferred | | Yes |
| 50.00 | 1 | K0201GC | IACC V2.6 Media Kit | Obsolete | 12/1/2021 | Yes |
| 60.00 | 1 | P0914XQ | FBM214, HART Inputs, 8 Channels | LifeTime | | |
| 70.00 | 2 | P0922VT | FBM214, HART Inputs, 8 Channels | Available | | |
| 80.00 | 1 | P0922VU | FBM215, HART Output, 8 Channels | Preferred | | |
| 90.00 | 1 | P0926GU | FBM230, Four Serial Ports, Single | Mature | | |
| 100.00 | 1 | Q0301AP | AIM*Historian SW Lic (500 Points) | Available | | Yes |
| 110.00 | 1 | Q0301RA | I/A Series Report Package | Available | | Yes |
| 120.00 | 4 | RH102AQ | x440G2-12t-10GE4 (12-Port Copper managed switch) | Preferred | | |
| 130.00 | 2 | RH103DJ | H92 Workstation for Windows; Style N, P, and R | LifeTime | | |
| 140.00 | 8 | RH914TR | FBM217, Discrete Inputs, 32 Channels | Preferred | | |
| 150.00 | 6 | RH916TA | FBM242 Channel Isolated External Source DO | Preferred | | |
| 160.00 | 2 | RH924YA | FCP280 Control Processor | Preferred | | |
| 170.00 | 3 | RH927AH | FBM214b, HART Inputs, 8 Channels | Preferred | | |
| 180.00 | 1 | RH927AK | FBM244, HART 4 Input + 4 Output Channels | Preferred | | |

The equipment listed above in the Obsolete Phase cannot be supported by the Module Exchange Program.

6. CONTACT INFORMATION

6.1 CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

6.1.1 Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

| | |
|------------------|---|
| Site Name: | Township of Edwardsburgh/Cardinal |
| Billing Address | 4000 John Street, Cardinal, ON, K0E 1E0, Canada |
| Shipping Address | 4000 John Street, Cardinal, ON, K0E 1E0, Canada |
| End User Address | 4000 John Street, Cardinal, ON, K0E 1E0, Canada |
| Sold To Address | 4000 John Street, Cardinal, ON, K0E 1E0, Canada |

6.1.2 Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

| NO. | CONTACT NAME | RESPONSIBILITY | CONTACT INFORMATION |
|-----|---------------|----------------|---|
| 1 | Miranda Skuce | | Tel: Email: mskuce@twpec.ca |
| 2 | | | Tel: Mobile: Fax: Email: |

6.1.3 Site Identification

This Customer FIRST Support and Services Agreement covers the identified system(s) located at the following site(s).

| | | |
|----|------------------------|-------------------------------------|
| 1. | Site Name and Location | Township of Edwardsburgh – Cardinal |
| 2. | System(s) | Foxboro IA |

6.1.4 Site Operations Contacts

Customer shall provide personnel names and contact information for the individuals that Schneider Electric may contact for support purposes.

| NO | CONTACT NAME | RESPONSIBILITY | CONTACT INFORMATION | PROCESS UNIT ID, LOCATION |
|----|--------------|------------------------|--|------------------------------|
| 1 | Dave Grant | Director of Operations | Tel: 613-658-3055 Mobile: 613-349-4541 Fax: Email: dsgrant@twpec.ca | |
| 2 | | | Tel: Mobile: Fax: Email: | |

6.2 SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

6.2.1 Schneider Electric Support Centers

The following authorized support centers are available to provide support to your site for the products covered by this Agreement:

Worldwide contact points:

Global Customer Support (GCS) website: <https://pasupport.schneider-electric.com>

Training website: <http://industrialtraining.schneider-electric.com/processautomation/iom>

Email:

General and non-technical inquiries: systems.support@schneider-electric.com

Technical support requests: pa.support@schneider-electric.com

| Region | Location | Phone | General Email | Technical Support |
|----------|--------------------------------|--|--|--|
| Americas | Foxboro, MA Lake Forest, CA | +1 508-549-2424 US/Canada Toll Free: +1 866-746-6477 | systems.support@se.com | PA.Support@se.com |

6.2.2 Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Modernization claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

Note: Check the Office Locator (<http://www.buyautomation.com/OfficeLocator/>) for current contact information, as the information listed below will change over time.

| CUSTOMER SITE LOCATION | SCHNEIDER ELECTRIC ADDRESS | CONTACT INFORMATION |
|------------------------|----------------------------|---------------------|
|------------------------|----------------------------|---------------------|

| CUSTOMER SITE LOCATION | SCHNEIDER ELECTRIC ADDRESS | CONTACT INFORMATION |
|--|---|--|
| <p>USA and Canada:</p> <p><i>NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i></p> | <p>Schneider Electric Systems USA, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA</p> <p>Schneider Electric RMA# _____ 235 Burgess Road Greensboro, NC 27409 USA</p> <p>Schneider Electric Systems Canada Inc. 4 Lake Road, D.D.O, Quebec H9B-3H9 Canada</p> | <p>USA, Canada toll free: Telephone: +1 866 746 6477</p> <p>Worldwide support: Telephone: +1 508 549 2424 Fax: +1 508 549 4999 Email: systems.support@schneider-electric.com</p> |

7. SELECTION AND PRICING SUMMARY

7.1 PROPOSAL ACCEPTANCE

This proposal is valid until May 1, 2024

Note: Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.

7.2 SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

The Customer FIRST Program offers the listed Support and Services features on an optional basis.

| SELECTION SUMMARY | PRICING YEAR 1 | PRICING YEAR 2 | PRICING YEAR 3 |
|---|--------------------|--------------------|--------------------|
| INCLUDED SERVICES (<i>Price before Optional Services</i>) | \$27,083.00 | \$28,387.00 | \$29,756.00 |
| OPTIONAL SERVICES (<i>and other detail</i>): | | | |
| <input checked="" type="checkbox"/> Flexible Services Fund | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| <input checked="" type="checkbox"/> Flexible Material Fund | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| TOTAL: | \$34,583.00 | \$35,887.00 | \$37,256.00 |

7.3 BILLING SCHEDULE

This Customer FIRST Support and Services Agreement is:

☒ A renewal of a prior Agreement

The billing cycle is:

☒ Annual

7.4 PAYMENT SCHEDULE

Option 1: Multiyear option

| PAYMENT SCHEDULE | ANNUAL PAYMENT TOTAL | PERIOD PAYMENT | PERIOD LENGTH | START DATE | END DATE |
|------------------|----------------------|----------------|---------------|-------------|----------------|
| Year 1 | \$34,583.00 | \$34,583.00 | Annual | May 1, 2024 | April 30, 2025 |
| Year 2 | \$35,887.00 | \$35,887.00 | Annual | May 1, 2025 | April 30, 2026 |
| Year 3 | \$37,256.00 | \$37,256.00 | Annual | May 1, 2026 | April 30, 2027 |
| Total | \$107,726.00 | | | | |

Payment is due 30 days from date of invoice.

Note: The Multiyear pricing listed above is based on the customer signing the proposed Contract and receiving an acceptable order prior to the renewal date.
In the event the customer does not sign this agreement, or the order received after the renewal date, Option 2 pricing and support will be provided, and this support contract will be valid for 1 year and renewed annually.

Option 2: One year option

| PAYMENT SCHEDULE | ANNUAL PAYMENT TOTAL | PERIOD PAYMENT | PERIOD LENGTH | START DATE | END DATE |
|------------------|----------------------|----------------|---------------|-------------|----------------|
| Year 1 | \$35,275.00 | \$35,275.00 | Annual | May 1, 2024 | April 30, 2025 |
| Total | \$35,275.00 | | | | |

Payment is due 30 days from date of invoice.

8. AGREEMENT ACCEPTANCE

Execution of this Agreement represents acceptance into the Customer FIRST program and its terms and conditions.

| TERMS | INITIALS |
|-----------------------------|----------|
| 3-year agreement (option 1) | |
| 1-year agreement (option 2) | |

| | |
|---|--|
| PURCHASER | |
| Client (Company) Name | |
| Address | |
| City/State/Zip | |
| Country | |
| Authorized Purchaser Representative (signature) | |
| Authorized Purchaser Representative (print name) | |
| Title | |
| Date | |

| | |
|--------------------------------------|--|
| SCHNEIDER ELECTRIC | |
| Schneider Electric Local Entity Name | |
| Acceptance By (signature) | |
| Acceptance By (print name) | |
| Title | |
| Date | |

9. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

9.1 SUPPORT HOURS AND RATES

Customer FIRST Support and Services shall be performed during the normal workday as defined by local practice or labor law, or as defined in this Agreement. Support, services, and travel hours in excess of the normal workday may be billable, subject to the specified Customer FIRST Program level, labor terms and provisions of this Agreement.

| NO. | TITLE | DESCRIPTION |
|-----|----------------------|--|
| 1 | NORMAL WORKDAY HOURS | Normal workday hours: 8:00AM to 5:00 PM <input checked="" type="checkbox"/> Schneider Electric-designated holidays will be observed. |
| 2 | TRAVEL HOURS | Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: <input checked="" type="checkbox"/> Home base of the Schneider Electric engineer performing the work The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: <input checked="" type="checkbox"/> Actual time incurred |
| 3 | SERVICE RATES | <input checked="" type="checkbox"/> Service Rates are defined in local Service Rate Schedule |

9.2 LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

Note: Schneider Electric may adjust Product List Value (PLV) throughout product lifecycle.

9.3 MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric's manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to Foxboro and Triconex system customers in non-Nuclear industries that have Customer FIRST program Elite or Premium level coverage.

The requested replacement unit will be shipped by Schneider Electric in ADVANCE of Schneider Electric receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE AND AVAILABILITY

Components are categorized in the Available, Preferred, Mature, LifeTime, and Obsolete Phases defined in the Lifecycle Policy in the “Components and Software Covered” section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Global Customer Support center in the United States of America (telephone +(00)1 508-549-2424) or Schneider Electric representative in the customer's geographical area. Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.

- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to “Product Lifecycle and Availability” above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC- DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric-designated location within 20 days from date of Schneider Electric shipping the replacement unit to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

8) CONSUMABLE PRODUCTS

- a) The Module Exchange Program supports most consumable products at full value with the benefit of expedited shipment.

9.4 FLEXIBLE SERVICES FUND POLICY

Flexible Services Fund can be used for:

- The following labor-based services associated with Customer FIRST Support and Services Agreement features:
 - After-hours Technical Assistance cases
 - Onsite Corrective Assistance
 - Site Support Service
 - System File Maintenance Evaluations for Triconex systems
 - Consulting Services provisioned under this Customer FIRST Support and Services Agreement
 - Cybersecurity Services, Modicon Services, Turbomachinery Controls (TMC) Services, or other Schneider Electric services provisioned under this Customer FIRST Support and Services Agreement
- Installation of maintenance releases, revision releases, version releases
- Installation of EcoStruxure™ DCS Advisor Services Deployment-delivered Quick Fixes, patches and anti-virus software
- Installation of product and software associated with the Module Exchange/Reserve Program
- Installation of product and software associated with the Parts Management Program
- Installation of software associated with System Auditor
- Installation of product and software associated with Cybersecurity Services
- Installation and startup assistance of M580 controller(s) purchased through a Customer FIRST Modicon Services Agreement appended to this Customer FIRST Support and Services Agreement.
- Schneider Electric service personnel travel hours to/from the customer site
- Travel and living expenses related to Customer FIRST Support and Services Agreement features

- Training (customized, on-customer site or in our training facilities) fees coverage as incurred, for:
 - Customers that do not have Learning Services Fund coverage under this Agreement.
 - Training opportunities that are excluded from Learning Services Fund coverage per the Services Fund Policy.

Flexible Services Fund cannot be used for:

- Activities, features, products, software, programs, and solutions not provisioned under the Customer FIRST Support and Services Agreement
- Labor hours for activities, products, software, programs, and solutions not related to Customer FIRST Support and Services Agreement features
- Travel and living expenses not related to Customer FIRST Support and Services Agreement features

The following terms and conditions apply to the Flexible Service Fund:

- 1) The Flexible Services Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Support and Services Agreement, in accordance with the terms of the Agreement. Allocation to the Flexible Services Fund may differ each year within a multi-year Agreement.
- 2) Customer's contribution to the Flexible Services Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased or decreased at renewal of the Agreement. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.
- 3) The scope of services usage can be defined at any time prior to, or during, the Agreement coverage period. Delivery of services must be taken within the coverage period.
- 4) As applicable services are provided, the selling price will be deducted from the Flexible Services Fund. Once the Flexible Services Fund's value has been fully used, no further services can be applied. If desired, customer may replenish funding for use during the remainder of the coverage period.
- 5) During the Agreement coverage period, unused Flexible Services Fund balance may be moved to provision another Fund. (Exception: Additional funding will not be accepted into the Learning Services Fund.)
- 6) At Agreement expiration, unused Flexible Services Fund balance
 - a) may be rolled forward, establishing a beginning balance in the Flexible Services Fund upon renewal of the Agreement for the next coverage period.

- b) may be moved to provision another Fund within the Agreement on renewal.
(Exception: Additional funding will not be accepted into the Learning Services Fund.)
 - c) cannot be applied to the Agreement itself on renewal
 - d) will not be refunded to the customer.
- 7) If the Agreement is terminated prior to its expiration date, accrued unused Flexible Services Fund balance will not be refunded to the customer.
- 8) If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Flexible Services Fund usage above the accrued customer contribution.

9.5 FLEXIBLE MATERIAL FUND POLICY

Flexible Material Fund can be used for:

- Purchase of replacement hardware provided by the Module Exchange Program
- Purchase of replacement hardware provided by the Module Reserve Program
- Purchase of new hardware associated with Cybersecurity Services
- Purchase of new hardware designated as Spare material

Flexible Material Fund cannot be used for:

- Purchase of hardware or software associated with other Schneider Electric programs and solutions not related to the Customer FIRST Support and Services Agreement.

The following terms and conditions apply to the Flexible Material Fund:

- 1) The Flexible Material Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Support and Services Agreement, in accordance with the terms of the Agreement. Allocation to the Flexible Material Fund may differ each year within a multi-year Agreement.
- 2) Customer's contribution to the Flexible Material Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased or decreased at renewal of the Agreement. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.
- 3) The bill of material can be defined at any time prior to, or during, the coverage period. Delivery of products must be taken within the Agreement coverage period. As applicable products are shipped, the selling price will be deducted from the Flexible Material Fund.

- 4) Once the Flexible Material Fund's value has been fully used, no further products or services can be applied. If desired, customer may replenish funding for use during the remainder of the coverage period.
- 5) During the Agreement coverage period, unused Flexible Material Fund balance may be moved to provision another Fund. (Exception: Additional funding will not be accepted into the Learning Services Fund.)
- 6) At Agreement expiration, unused Flexible Material Fund balance:
 - a) may be rolled forward, establishing a beginning balance in the Flexible Material Fund upon renewal of the agreement for the next coverage period
 - b) may be moved to provision another Fund within the Agreement on renewal. (Exception: Additional funding will not be accepted into the Learning Services Fund.)
 - c) cannot be applied to the Agreement itself on renewal
 - d) will not be refunded to the customer.
- 7) If the Agreement is terminated prior to its expiration date, accrued unused Flexible Material Fund balance will not be refunded to the customer.
- 8) If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Flexible Material Fund usage above the accrued customer contribution.

10. COMMERCIAL SECTION

10.1 PROJECT TERMS AND CONDITIONS

| | |
|---|--|
| Proposal Validity: | This proposal is valid until May 1, 2024 Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order. |
| Firm Prices: | Prices are in CAD and are firm for all Customer FIRST Program support and services. |
| Financial & Credit Requirements: | Schneider Electric's acceptance of Purchase Order is contingent upon acceptable Customer's Credit Rating based on Audited Financial Statements or mutually agreeable equivalent documents. If acceptable credit rating is not available on subsidiary company, Schneider Electric will require Parent Company Guaranty or Payment Bond to secure all payments for the goods and services. |
| Taxes/Duties: | Sales taxes, duties and other fees are not included in this proposal. |
| Payment/Schedule | Payment schedule is defined in this proposal. |
| Services: | Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law. |
| Others: | Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded. |
| ''' | Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal. |

10.2 STANDARD TERMS AND CONDITIONS FOR CUSTOMER FIRST AGREEMENT (CFA)

Schneider Electric Systems Canada, Inc. General Terms and Conditions of Sale of CFA

Article 1 - AGREEMENT TERM.

These General Terms and Conditions of Sale ("Terms of Sale") shall apply to any purchase or procurement of Goods, Software and/or Services by the legal entity procuring such Goods, Software and/or Services ("Buyer") from Schneider Electric Systems Canada, Inc. ("Seller"). To the extent that there is a conflict between these Terms of Sale and a valid signed master agreement between the Buyer and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Terms of Sale and another set of Seller terms and conditions issued to the Buyer as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. To the extent that Buyer attaches any other terms and conditions to a Purchase Order or other instrument used to buy Seller's Goods, Software or Services, such attached Buyer terms and conditions shall be null, and void and these Terms of Sale shall be the terms and conditions of sale. Any other variation from these Terms of Sale shall require the signed consent of an authorized Seller representative.

Article 2 - DEFINITIONS

- 2.1 "Affiliates" means any legal entity which has an ownership interest in or is under a common ownership interest with a Party and which is defined in attachments to this Agreement or subsequent Purchase Orders. Notwithstanding the definition of Affiliates, Seller Affiliates shall not include Aveva Group PLC. and all its subsidiaries.
- 2.2 "Agreement" means these terms and conditions, Seller's Proposal with all the attachments, and the Purchase Order with all Change Orders "if any". In case of any discrepancies between the documents, the order of precedence will be as following:
1. Seller Proposal with all the attachments,
 2. These Terms of Sale with all the attachments, and
 3. The Buyer Purchase Order.
- 2.3 "Buyer" shall mean the company and any of its Affiliates which has executed a Purchase Order under this Agreement.
- 2.4 "CFA" shall mean Customer First Agreement which is the support services program Buyer provides to Seller. CFA scope of work, support exclusions and other special terms related to CFA are as described in the Seller's Proposal.
- 2.5 "Days" shall be calculated as calendar days unless otherwise specified under this Agreement.
- 2.6 "Expenses" shall mean all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller's personnel or subcontractors in performing Seller's obligations under a Purchase Order, as these expenses may be further detailed in a Purchase Order and the net tax costs of any non-deductible travel expenses for assignment of employees over one (1) year in locations not within a reasonable commuting radius of the employee's principal place of employment.
- 2.7 "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.
- 2.8 "Intellectual Property Rights" shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right.
- 2.9 "Party and Parties" shall mean Seller, Buyer hereunder and any third party to which the Parties may have assigned their rights under the Agreement. In its singular form, Party means any one of Seller, Buyer or the third party to whom one of them has assigned its rights under the Agreement.
- 2.10 "Price" shall mean the total value of a Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.

- 2.11 **“Purchase Order”** shall mean any purchase order, either paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Seller to the Buyer and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Seller and Buyer and/or their respective Affiliates shall constitute separate contracts that incorporate this Agreement.
- 2.12 **“Seller”** shall mean Schneider Electric Systems Canada, Inc.
- 2.13 **“Services”** shall mean the provision of testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training and any other services agreed upon between the Parties in Purchase Orders hereunder.
- 2.14 **“Software”** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Seller grants Buyer a license under the contract. The conditions of the Software license shall be set forth in the Seller end-user license agreement applicable to the particular Software at the time of delivery or, in the absence of such end-user license agreement, the software license terms contained herein. All modifications, enhancements, developments, additions or interfaces with other computer programs made by Seller, alone or jointly with Buyer, in the course of the performance of a purchase order shall be deemed owned by Seller and included in the Seller Software and shall be subject to all rights and limitations set forth in this license agreement for such Software applicable at the time of delivery.
- 2.15 **“Specifications”** shall mean the Seller’s standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods, Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.
- 2.16 **“Warranty Period”** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein and in accordance with the Warranties Article.

Article 3 - CHANGES

- 3.1 Either Party may request changes that affect the scope, duration, delivery schedule or price of a Purchase Order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller’s prices.
- 3.2 Any alteration, deletion or addition to the Work ordered in the Purchase Order, a change in any provision of the Purchase Order, or a change in law after the date of the Purchase Order, shall be effective only if made in a change order is executed by Buyer and Contractor. A change order, however, shall not modify any provisions of the Agreement unless the parties agree in writing to do so.

Article 4 - PRICE

- 4.1 Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.
- 4.2 **Services Assumptions:** Seller’s work estimates are based on work performed during normal work hours (8 hours) between the hours of 06:00 and 18:00 local time, Monday to Friday, holidays excepted. Unless specified in writing the following are chargeable in addition to base rates: overtime or premium hours, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips for postponement or delay. No on-site orientation, safety training, work required for site specific requirements is included in a quotation unless expressly specified by Seller.
- Current rates are in Seller’s then current Seller Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

Article 5 - TAXES:

- 5.1 Unless otherwise set out in Seller's proposal or quotation, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Seller. Buyer shall be responsible for all such taxes, duties and charges resulting from this agreement. The Seller is required to impose taxes on orders and shall invoice the Buyer for such taxes and/or fees according to state and local statute, unless the Buyer furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
- 5.2 Any duty, tariff, levy, tax or charge (including without limitation, sales, use, excise, goods and services, harmonized, value-added and withholding taxes), customs levy or inspecting, licensing or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority or measured by any transaction between Seller and Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. Buyer agrees that current unit prices will be equitably adjusted in the event Seller is required to pay any incremental amounts for any duty, tariff, levy, or charge on any input components of the Goods.

Article 6 - INVOICING

- 6.1 Invoices shall be sent to the address specified in the Purchase Order.
- 6.2 Should Buyer dispute any invoice, Buyer shall notify Seller of the nature of the dispute in writing within fifteen (15) days of the invoice date. Buyer shall have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If Buyer does not notify Seller of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Buyer shall pay the undisputed portion of the disputed invoice.
- 6.3 Seller shall invoice Buyer in accordance with the invoicing milestones agreed in the relevant Proposal. All Time and Materials Orders shall be billed at 100% of Labor hours expended and Goods supplied shall be billed at then current rates of the Seller on a monthly basis. All Expenses incurred shall be billed on a monthly basis with a minimum administrative fee equal to 5% of the amount of expenses.

Article 7 - PAYMENT TERMS

- 7.1 Subject to Seller's approval of Buyer's current credit rating and unless otherwise agreed upon in the relevant Purchase Order, payments of all Goods, Software, Services are due in advance, and Expenses are due Net thirty (30) calendar days from the invoice date. Buyer acknowledges that it has the right to request Seller reassess Buyer's creditworthiness from time to time, which Seller has the right to make a revision in its sole determination. Upon request, Buyer shall provide financial data evidencing the Buyer's worth in order for Seller to determine the creditworthiness of Buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.
- 7.2 Payments advices from Buyer shall include the following information: invoice number, amount of payment, and purchase order number.
- 7.3 If Buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may demand immediate payment and at Seller's option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with Buyer or Buyer's Affiliates, in which event Buyer shall not be released in any respect from its obligations to Seller under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by Buyer to Seller in relation to Seller's provision of Services; (v) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of Buyer and change any current payment terms. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice, Buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.
- 7.4 Buyer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its Affiliates.

Article 8 - RECEIVING, INSPECTION AND ACCEPTANCE

- 8.1 If Buyer fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods, Software or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.

8.2 Buyer shall have the right to reject Goods, Software and Services not materially in accordance with the Specifications in the Purchase Order. Seller shall have a reasonable opportunity to correct non-conformities, replace non-conforming Goods and/or Software or correct or re-perform the Services at its option, in accordance with Warranty Article. Should Seller fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, based on the complexity of the non-conformities, Buyer may terminate the Purchase Order or portion thereof. Seller's maximum liability under this Article shall be to refund the fees and expenses paid by Buyer for the portion of the Goods, Software or Services that is non-conforming.

8.3 Unless other acceptance criteria are agreed upon in the Specifications, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods, Software and Services provided. If Buyer's representative is unable to attend any of these tests having received reasonable notice thereof, Buyer shall be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved by Buyer pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

Article 9 - WARRANTIES

9.1 **Warranty Period:** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein as follows:

- a) **Customer First Support Program ("CFA"):** are warranted for a period of Ninety (90) days from the date of Service. Seller warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Seller warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Buyer's exclusive remedy, and Seller's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

- b) **Consumable Products:** Products normally consumed in operation or which have an inherently short normal use period, including but not limited to consumables such as flashtubes, lamps, batteries, storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Seller, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed, whichever occurs first.

9.2 **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Goods in subsections above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Goods or part of the Goods, at Seller's sole discretion. Such warranty coverage is contingent on Buyer providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Buyer.

9.3 **Exclusions & Limitations:** This warranty shall not apply (a) to Goods not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Goods or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Goods or Software; or (e) to Goods or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.

9.4 **Non-Seller Goods or Services:** With respect to Goods not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty extended to Seller by such non-Seller supplier.

9.5 SELLER MAKES NO WARRANTY THAT THE BUYER'S USE OF SELLER'S GOODS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED, SECURE AND/OR ERROR-FREE. SELLER DOES NOT REPRESENT OR GUARANTEE THAT ANY GOODS AND/OR SOFTWARE WILL BE FREE FROM VULNERABILITIES, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND SELLER DISCLAIMS ANY LIABILITY IN RELATION THERETO.

9.6 SOFTWARE AND SERVICES SOLD BY SELLER TO BUYER. BY USING THE PRODUCTS, SOFTWARE OR SERVICES, BUYER UNDERSTANDS THESE LIMITATIONS AND AGREES THAT BUYER ACCESSES

- AND USES THE PRODUCTS, SOFTWARE AND SERVICES AT BUYER'S OWN DISCRETION AND RISK AND THAT BUYER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO BUYER'S SYSTEMS OR ASSETS OR LOSSES THAT RESULT FROM SUCH ACCESS OR USE.
- 9.7 EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY SELLER TO BUYER.
- 9.8 ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, BUYER AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.

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Article 10 - INTELLECTUAL PROPERTY OWNERSHIP

- 10.1 Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to its Intellectual Property Rights relating to Goods and Services and work product relating to these. Nothing in these Terms of Sale constitutes a transfer or conveyance of any right, title or interest in such Intellectual Property, including without limitation any Software, including firmware, contained in those, except the limited right for use as it provided and stated herein.
- 10.2 Seller may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Seller, an Affiliate of Seller, or by third parties under contract to Seller or to an Affiliate of Seller (all of the foregoing, collectively, "Seller's Information"). Seller and any third party owner shall retain at all times their respective ownership of Seller's Information.
- 10.3 Seller or the applicable third-party owner shall retain at all times the ownership of its Software, and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, Seller's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to Buyer. Buyer acknowledges that the prices for Services and Software charged by Seller under these Terms of Sale are predicated in part on Seller's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire."
- 10.4 Buyer shall retain at all times the ownership of its Intellectual Property Rights, regardless of the media upon which the original or copy may be recorded or fixed.

Article 11 - SELLER SOFTWARE LICENSE

Any software or computer information, in whatever form that is provided with Goods manufactured by Seller or as part of Services, is licensed to Buyer as previously sold under or pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption and warrants only that during the warranty period applicable to the Goods that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

Article 12 - CONFIDENTIALITY

- 12.1 "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Unless otherwise provided in the Specifications, Confidential Information does not include work products resulting from the Services performed hereunder and information which (i) is already known to the other Party at the time of disclosure; (ii) is independently developed without the benefit of the other's Confidential Information; (iii) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (iv) has entered the public domain through no fault of the recipient.

- 12.2 Each Party retains ownership of its Confidential Information.
- 12.3 Each party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Purchase Order.
- 12.4 Upon termination of this Agreement or a relevant Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.
- 12.5 Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except where Confidential Information may be disclosed by law.
- 12.6 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall terminate five (5) years after the expiration of the relevant Purchase Order or termination of this Agreement, whichever comes first.

Article 13 - SUSPENSION

- 13.1 Seller's performance of work under this Agreement or a Purchase Order may be suspended by the Buyer in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Suspension") of at least thirty (30) business days.
- 13.2 Upon Notice of Suspension, Seller shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) makes every reasonable effort to stop orders for materials and equipment and reassign personnel.
- 13.3 Upon Notice of Suspension, Buyer shall Pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such suspension ("Fees and Expenses") including all reasonable costs directly related to Buyer's suspension pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges, storage costs and other administrative requirements ("Suspension Costs").
- 13.4 In addition to the above, in the event of a suspension, Buyer acknowledges the following:
- a) All Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the lifting of the Suspension.
 - b) If the Suspension continues for more than thirty (30) days that the Seller's personnel assigned to the Agreement or Purchase Order may not be available and any cost required to attain the knowledge required to continue the performance of the Agreement or Purchase Order upon lifting the Suspension will be for the account of the Buyer.
 - c) When the performance is re-commenced, Buyer shall pay costs associated with extending performance, such as, but not limited to, increased costs for Services, Goods, or Software, or the extension of warranties.
 - d) The suspended Agreement and/or Purchase Order shall be recommenced upon the date mutually agreed to between the Parties.
- 13.5 If the Buyer breaches any of its contractual obligations, including but not limited to its payment obligations, Seller shall have the right to suspend the performance of the Purchase Order.
- 13.6 In the event that the suspension continues for greater than ninety (90) days, Seller, at its sole option, may terminate the Purchase, and the suspension shall be treated as a Termination for Convenience.

Article 14 - TERMINATION FOR CONVENIENCE

Unless otherwise agreed in the Seller's Proposal:

- 14.1 Seller's performance of work under this Agreement or a Purchase Order may be terminated by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Termination") of at least thirty (30) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:
- a) discontinue work on the date and to the extent specified in the notice; and
 - b) makes every reasonable effort to obtain cancellation of all orders to subcontractors.
- 14.2 Upon Notice of Termination, Buyer shall (i) pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such termination ("Fees and Expenses"), (ii) any and all reasonable costs directly related to Buyer's termination pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges and other administrative requirements ("Termination Costs"), and (iii) a termination fee of ten percent (10%) of the remaining value of each terminated Purchase Order. In the event of partial execution of the Agreement or when termination occurs between two invoicing milestones, a prorated share of the fees shall be added based upon the portion of

Purchase Order completed on the termination date.

Article 15 - TERMINATION FOR DEFAULT

- 15.1 Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other has materially breached any of its obligations under the relevant Purchase Order and has not cured the breach within thirty (30) days of written receipt of a notice from the other Party.
- 15.2 Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

Article 16 - COMPLIANCE

- 16.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation.
- 16.2 Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.
- 16.3 The Parties may correspond and convey documentation via the Internet unless Buyer expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Seller shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Seller's reasonable control.

Article 17 - IMPORT AND EXPORT

- 17.1 The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 17.2 Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 17.3 If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Agreement.

Article 18 - FORCE MAJEURE

- 18.1 Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion, epidemic or pandemic, strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, cyber-attack, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority.

- 18.2 The Buyer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing epidemics or pandemic and that the situation may trigger stoppage, hindrance or delays in Seller (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Buyer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
- 18.3 Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

Article 19 - INDEPENDENT CONTRACTOR

- 19.1 Seller is performing the Services as an independent contractor and not as an employee of Buyer and none of Seller's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Buyer. Seller shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between Seller and its personnel and the provision of services hereunder by such personnel to Buyer.
- 19.2 At all times and notwithstanding anything to the contrary herein or in a Purchase Order, Seller retains full control over the methods, details, persons employed or otherwise used to perform the Services and any other means of performance of its obligations under a Purchase Order and vary the composition of the team assigned to the performance of the Services or make different arrangements to achieve completion of its obligations.
- 19.3 Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Buyer and Seller, nor shall anything in this Agreement be deemed to create an agency relationship between Buyer and Seller. Neither Buyer nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

Article 20 - BUYER'S OBLIGATIONS

20.1 General Obligations:

- a) Unless otherwise specifically agreed in the Specifications, Seller's personnel shall not perform Services on equipment in operation on Buyer's work site.
- b) If Seller is to perform Services on Buyer's work site, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Buyer shall be responsible for ensuring the safety of work conditions at its site and the safety of Seller's personnel.
- c) Seller ensures that its employees, subcontractors and agents adhere to and comply with Buyer's health, safety, security and environmental ("HSSE") policies while at the work site, to the extent these policies have been made available to Seller.
- d) Buyer agrees to cooperate with Seller in the performance of the project described in the Specifications, including, without limitation, providing Seller with, timely access to data, information and personnel of Buyer, and while on Buyer's Site, reasonable facilities and a safe working environment.
- e) Buyer acknowledges and agrees that Seller's performance is dependent upon the timely and effective satisfaction of Buyer's responsibilities hereunder and timely decisions and approvals of Buyer where required. In addition, Buyer acknowledges and agrees that Seller may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Buyer without any independent investigation or verification thereof, and that Seller shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations. In the event that Seller incurs cost or is delayed due to Buyer's failure to comply with its obligations hereunder, Buyer shall issue a change order to extend the schedule and/or to provide the additional funding for any of Seller's costs incurred.

20.2 Buyer's Cybersecurity Obligations:

- a) Buyer's Obligations for Its Systems: Buyer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or which it uses with the Services, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Buyer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Buyer's Systems, including any data, including through malware, hacking, or similar attacks.
- b) Without limiting the foregoing, Buyer shall at a minimum:
- have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Buyer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Buyer's Systems or Buyer's industry;
 - promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Seller's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Buyer;
 - regularly monitor its Systems for possible Cyber Threats;
 - regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
 - meet the recommendations of Seller's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Seller from time to time, and then-current industry standards.
- c) Buyer's Use of the Products, Software, and Services: Seller may release Updates and Patches for its Products, Software, and Services from time to time. Buyer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Seller's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Buyer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Buyer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Seller shall not be liable or responsible for any losses or damages that may result.
- d) Identification of Cyber Threats: If Buyer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Seller has not released a Patch, Buyer shall promptly notify Seller of such vulnerability or other Cyber Threat(s) via the Seller Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Seller with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Seller shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Buyer; provided, however, Seller shall not publicly disclose Buyer's name in connection with such use or the Feedback (unless Buyer consents otherwise). By submitting Feedback, Buyer represents and warrants to Seller that Buyer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Seller described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.
- e) Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, lawsuits, demands, actions, or other proceedings brought against it by any third party due to, arising out of, or related to Buyer's failure to comply with its obligation as identified under this article, including Buyer's failure maintain a Security Program in compliance with what was agreed with the Seller or Buyer's failure to promptly and properly install Updates and Patches for the Products, Software or Services in accordance with this article.

Article 21 - INSURANCE

Seller maintains sufficient insurance and shall provide upon request to Buyer, certificates of such insurance policies. Seller agrees to provide a thirty (30) days advance notice of any material change or cancellation of any insurance policies.

Article 22 - INDEMNIFICATION

22.1 Seller shall indemnify, defend and hold Buyer harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by and to the extent of Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Buyer provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

22.2 This Article states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

Article 23 - LIMITATION OF LIABILITY

23.1 NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR: LOSS OF BUSINESS, PROFITS, REVENUES OR ANTICIPATED SAVINGS; LOSS OR DEPLETION OF GOODWILL; LOSS OF ORDERS, PRODUCTION OR USE; LOSS OR CORRUPTION (OR RECONSTRUCTION) OF DATA OR INFORMATION OR RECONSTRUCTION OF DATA OR INFORMATION; ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; OR ANY INCIDENTAL OR PUNITIVE DAMAGES.

23.2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR DIRECT DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE BUYER TO SELLER FOR THE WORK GIVING RISE TO A CLAIM.

23.3 TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

Article 24 - ASSIGNMENT

24.1 This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent, affiliates without prior written consent of Buyer and Buyer shall have the right to transfer the licensed Software in accordance with the applicable License.

24.2 Seller shall have the right at any time without prior consent of Buyer to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Seller from its obligations under this Agreement and relevant Purchase Order.

Article 25 - LAWS AND DISPUTE RESOLUTION

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of Ontario, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. The governing language for this Agreement shall be English, and no concurrent or subsequent translation of this Agreement into any language shall modify any term of this Agreement. All documents and communications contemplated thereby or relating thereto be drawn up in the English language. Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en Anglais.

Article 26 - ANTIBRIBERY AND CORRUPTION

26.1 Buyer acknowledges that Seller is committed to eliminating all risk of bribery and corruption, influence

peddling, money laundering and tax evasion or the facilitation thereof in its business activities. Buyer must immediately notify Seller of any suspected, or known, breaches of Anti-Corruption Law. Buyer may raise this alert through their point of contact or through the Green Line:
<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

26. 2 None of Buyer's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Contract or has an interest in Buyer:
- a) is a civil servant, public or governmental official;
 - b) is an official or employee of Seller or one of its affiliates; or
 - c) has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence peddling, money laundering, or any other criminal offence involving dishonesty as an element. Buyer will immediately notify Seller if any such individuals are the subject of any investigation into any such offenses.
26. 3 Buyer undertakes and covenants to Seller that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Seller.

Article 27 - SOLE AGREEMENT

- 27.1 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Buyer in connection this Agreement, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement. In the event of any conflict between the terms of this Agreement and any Purchase Order, the provisions of this Agreement shall govern unless expressly agreed upon by the Parties under the Purchase Order and modifications made by the Purchase Order to this Agreement are required to comply with local applicable laws.

Article 28 - HEALTH AND SAFETY COMPLIANCE

Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Buyer or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition.

Buyer warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Buyer shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Buyer's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Buyer and will be a condition precedent to Seller's performance of such Services.

Article 29 - MISCELLANEOUS

- 29.1 **Waiver.** Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase Order. No waiver by a party of a right or default under this Order shall be effective unless in writing.

- 29.2 Severability. If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.
- 29.3 **Amendments.** Any amendment to the terms of this Agreement shall only be effective if made in writing and signed by Buyer and Seller. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all future Purchase Orders, unless expressly stated to the contrary in the Agreement amendment. Such amendment shall also apply to ongoing Purchase Orders except no such amendment shall impact the pricing, pay, title, delivery, or freight terms of ongoing Purchase Orders unless expressly stated to the contrary in the Agreement amendment.
- 29.4 **Notice.** All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via mail, electronic transmission, telephone facsimile, telex, or telegram to Buyer or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by mail shall be deemed given at the time such notice is deposited with the mail service.
- 29.5 **Survivorship.** The provisions of this Agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or Agreement and shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These Articles are (Definitions, Price, Taxes, Warranties, Intellectual Property Ownership, Seller Software License “if any”, Confidentiality, Compliance, Force Majeure, Indemnification, Limitation of Liability and Laws and Dispute Resolution)
- 29.6 **Headings.** The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.
- 29.7 **Greenline.** In the event Buyer has concerns related to ethics, compliance or Seller’s Principles of Responsibility, and/or any potential violations of these policies, Buyer is welcome to make use Seller’s GreenLine. The GreenLine is Seller’s global helpline for external stakeholders. It is a confidential channel through which Buyers can ask questions and raise concerns. Reports can be made using the link below:
<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

Attachment A

Special Terms and Conditions for multi-year CFA

These Special Terms and Conditions will only apply to a multi-year Customer First Agreement (“CFA”). For the purposes of interpretation or discrepancy with any other documents, these Special Terms and Conditions for multi-year CFA shall prevail.

Article 1 - **TERM.**

Notwithstanding anything else in a Buyer Purchase Order, or if the Buyer Purchase Order is issued for a period less than the Term of the CFA, Buyer agrees that the CFA Term shall be the Agreement Term, and such Term shall take precedence over any other period stated elsewhere. If Buyer issues a Purchase Order for less than the Term, Buyer’s failure to issue a subsequent Purchase Order or other order document for the remainder of the Term shall be considered a “Termination for Convenience” pursuant to the Article in this Attachment hereafter.

Article 2 - **TERMINATION FOR CONVENIENCE.**

Buyer may terminate the Agreement without cause by giving Seller ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Buyer shall pay Seller (i) all fees and expenses (including but not limited to CFA fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination (“Fees and Expenses”); (ii) any and all reasonable costs directly related to Buyer’s termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.



TOWNSHIP OF EDWARDSBURGH CARDINAL ACTION ITEM

Committee: Regular Council

Date: March 25, 2024

Department: Public Works/Environmental Services

Topic: 2024 Road Program – Professional Services

Purpose: To award the professional services for the 2024 road program to Eastern Engineering Group.

Background: On February 12, an invitation was issued to provide for professional services relating to the 2024 road program. The proposal submissions were to include costing for tendering, contract administration, excess soil requirements and site supervision.

At closing on March 5, three (3) submissions were received and reviewed by staff.

| Bidder | CA | Inspection / excess soil / tender | Estimate Total | Experience with bidder |
|---------------------------|-------------|-----------------------------------|----------------|-------------------------|
| Safe Roads Engineering | Not clear | *\$76,950.00* | \$76,950.00 | None |
| Eastern Engineering group | \$9,750.00 | \$75,000.00 | \$84,750.00 | Yes -good quality |
| Jewell Engineering | \$10,400.00 | \$126,728.00 | \$137,128.00 | Yes – very good quality |

*the submission only listed 188 inspection hours so the price was extrapolated out to 500 hours for accurate comparison purposes.

Based on the overall evaluation, the lowest most responsible bidder was determined to be Eastern Engineering Group.

Policy Implications: By-law 2023-51 establishes policies with respect to the procurement of goods and services. It states that all expenditures shall be within the current approved budget or within approved estimates, otherwise, prior approval of Council is required. In addition, expenditures above \$75,000 require approval of Council.

Financial Considerations: The 2024 resurfacing program included \$90,784.00 as part of the total resurfacing project. There are two submissions that are within the 2024 budget estimates.

Alternatives: Council could award the professional services to Jewell Engineering based on their performance with the County Road 2 water and sewer project. This would be above the budget estimates and possibly a transfer from reserves to cover the additional cost.

Recommendation: That Council award the professional services for the 2024 road program to Eastern Engineering Group to an upset limit of \$84,750.00 plus non rebated HST and direct staff to execute any required documents.

A handwritten signature in dark ink, appearing to read "D. Scott", is written over a horizontal line.

CAO/Director of Operations

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Approves the Port of Johnstown's 2024 Operation's Revenue and Expense Budget as presented; and
2. Approves the Port of Johnstown's 2024 Capital Budget with the revised budget attached, which removes the capital project item #6 – POJ Warehouse Land Development of \$750,000.00 to reduce the overall total Capital budget from \$10,852,990.00 to \$10,102,990.00; and
3. Receives the 2025-2029 Future Capital 5 Year Forecast as presented.

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

A Division of Edwardsburgh/Cardinal Township

BUDGET 2024

REVENUE AND EXPENSE

SUMMARY

Feb. 20, 2024

2024 BUDGET SUMMARY

REVENUES - *EBITDA

| HARBOUR SERVICES | 2023 BUDGET | 2023 ACTUAL | 2024 BUDGET | 2024 Comments |
|-------------------------------------|-------------------|-------------------|-------------------|--|
| BERTHAGE | 140,000 | 138,323 | 140,000 | Same as 2023 budget |
| MOORING | 30,000 | 28,440 | 30,000 | Same as 2023 budget |
| GRAIN WHARFAGE | 150,000 | 199,289 | 163,957 | 3 year average |
| DRY BULK CARGO WHARFAGE | 550,000 | 873,648 | 640,000 | based on 2020 - 475kmt of salt and 25kmt of stone |
| BREAK BULK CARGO WHARFAGE | 30,000 | 5,321 | 20,000 | Potential rebar in 2024 |
| LIQUID BULK CARGO WHARFAGE | 28,000 | 9,236 | 28,000 | Same as 2021 - Tank repaired |
| MISC. WHARFAGE/CRUISE BOATS | - | - | 1,300 | 2 vessels expected |
| DRY BULK CARGO STORAGE | 43,000 | 7,401 | 7,500 | Additional cargo storage requests that are not leases. |
| BREAK BULK CARGO STORAGE | 90,000 | 173,112 | 25,000 | Potential for rebar/steel |
| MARINE SECURITY | 65,000 | 62,610 | 62,000 | Similar to 2023 |
| TOTAL | 1,126,000 | 1,497,379 | 1,117,757 | Expecting less salt after record year. |
| GRAIN SERVICES | | | | |
| GRAIN STORAGE | 2,140,000 | 1,824,213 | 1,872,800 | Current inventory is lower than 2023 - additional corn (new dryer) |
| AERATION | 110,000 | 169,155 | 182,240 | Similar to 2023 + additional corn (new dryer) |
| LAB TESTING | 2,500 | 3,780 | 3,500 | depends on the harvest |
| RECEIVING - VESSELS | - | - | - | Do not expect any imported corn |
| RECEIVING - RAILS | 10,000 | - | - | Not expected |
| RECEIVING - TRUCK | 2,000,000 | 2,522,279 | 2,600,000 | similar to 2023 + additional corn (new dryer) |
| DELIVERING - VESSELS | 900,000 | 1,176,562 | 1,175,000 | Similar to 2023 |
| DELIVERING - RAIL | 6,000 | 25,557 | 25,000 | Similar to 2023 |
| DELIVERING - TRUCKS | 510,000 | 492,240 | 485,000 | 3 yr avg |
| DELIVERING - MILL | 1,000 | - | - | No longer use - moved into delivering truck(same rate) |
| (TOTAL IN/OUT) | 3,427,000 | 4,216,639 | 4,285,000 | |
| CLEANING | 7,000 | 11,716 | 8,500 | 3 yr avg |
| GRAIN DRYING | 145,250 | 246,521 | 535,700 | 2023 + additional corn (new dryer) |
| SOYBEAN DRYING | 2,000,000 | 2,026,823 | 1,650,000 | Price is down from 2023 |
| GRADING | 100 | 270 | 250 | |
| PROTEIN ANALYSIS | 4,800 | 3,671 | 4,696 | 4 yr avg |
| SALE OF GRAIN | 9,500 | 168,194 | 162,000 | 3 yr avg |
| QUALITY CONTROL/FUMIGATION | 275,000 | 373,273 | 330,255 | 4 yr avg |
| TOTAL GRAIN SERVICES | 8,121,150 | 9,044,255 | 9,215,640 | Includes 2% increase |
| RAIL STORAGE | 10,000 | 720 | 10,000 | Expected increase over 2023 |
| RAIL CARGO HANDLING | 60,000 | 122,945 | 25,000 | Steel project in 2022/23. nothing confirmed in 2024. |
| TOTAL | 70,000 | 123,665 | 35,000 | |
| LEASES AND LICENSES | | | | |
| BUSINESS PROPERTY LEASES | 62,650 | 62,414 | 63,350 | 1.5% increase |
| POJ WAREHOUSE PROPERTY LEASES | 132,000 | 133,167 | 135,164 | 1.5% increase |
| CARGO STORAGE LEASES | 378,500 | 331,158 | 336,126 | 1.5% increase |
| LICENSE AGREEMENTS | 56,000 | 54,841 | 55,663 | 1.5% increase |
| COTTAGE LEASES | 45,900 | 46,090 | 46,781 | 1.5% increase |
| SALE ELECTRICITY | 7,800 | 9,965 | 10,114 | 1.5% increase |
| TOTAL | 682,850 | 637,634 | 647,198 | 1.5% increase |
| TOTAL MISCELLANEOUS SERVICES | 10,000 | 1,796 | 2,500 | |
| TOTAL REVENUES | 10,010,000 | 11,304,729 | 11,018,095 | Graphs and Account Details Page 2 |

2024 BUDGET SUMMARY

EXPENSES - EBITDA

| | 2023 BUDGET | 2023 ACTUAL | 2024 BUDGET | 2024 Comments |
|--|------------------|------------------|------------------|--|
| LABOUR REG | 1,740,468 | 1,697,313 | 1,873,206 | 4% increase + Additional labour: |
| LABOUR OT | 226,261 | 260,978 | 243,517 | Overtime is dependant on harvest requirements |
| BENEFITS | 915,616 | 985,634 | 1,063,391 | Includes 12,240 for added salary |
| LABOUR TOTAL | 2,882,345 | 2,943,925 | 3,180,113 | Graphs and Account Details Pages 3-4 |
| ELECTRICITY | 418,000 | 465,409 | 488,679 | 5% increase |
| GAS | 140,000 | 164,103 | 280,514 | 10% increase + \$100k propane for new dryer |
| EQUIPMENT FUEL | 6,800 | 5,253 | 5,000 | Depends on cargo by rail movement |
| UTILITIES | 564,800 | 634,764 | 774,193 | Rate increases/propane for new dryer |
| OUTSIDE SERVICES | 440,937 | 380,046 | 428,070 | Graphs and Account Details Pages 5-7 |
| MATERIALS AND SUPPLIES | 193,200 | 180,790 | 168,600 | Graphs and Account Details Pages 8-9 |
| ADVERTISING | 23,305 | 20,558 | 24,650 | |
| DONATIONS/SPONSORSHIP | 97,435 | 78,088 | 40,205 | Discontinue Community Funding - Redirect 35k |
| MEMBERSHIPS | 7,875 | 5,285 | 8,050 | |
| PORT PROMOTIONS | 26,850 | 2,424 | 31,850 | Port Day and marketing materials |
| TOTAL ADV / DON / SPON / MEMBER | 155,465 | 106,355 | 104,755 | |
| RENTALS | 14,000 | 12,175 | 14,000 | Genie Boom and Portable Washroom |
| BUSINESS TRAVEL | 10,000 | 7,365 | 10,000 | |
| OFFICE ADMINISTRATION | 77,681 | 84,269 | 78,000 | Computer Services |
| INSURANCE | 355,843 | 341,072 | 368,358 | Expect 10% increase in rate - tied into revenues |
| MUNICIPAL HONORARIUM | 20,000 | 23,500 | 27,000 | Honourarium = \$250 per meeting x 12 meetings per year x 9 members |
| FIXED MANAGEMENT FEES(PIL) | 1,000,000 | 1,000,000 | 1,000,000 | |
| SURPLUS SHARING | 586,000 | | - | Moved out of expenses as per Auditor - Distribution of Income |
| MUNICIPAL ADMIN FEES | 1,586,000 | 1,000,000 | 1,000,000 | |
| GRAIN HANDLING LOSSES | 10,000 | 155,448 | 162,000 | Replacement of grain through trade - shrinkage |
| TOTAL OPERATING /ADMIN EXPENSES | 2,863,126 | 2,291,020 | 2,360,783 | Graphs and Account Details Page 10 |
| TOTAL EXPENSES | 6,310,272 | 5,869,709 | 6,315,089 | Graphs and Account Details Page 11 |

Labour and Benefits Summary

| EXPENSES | 2023 Budget | 2023 Actual | 2024 Budget | 2024 COMMENTS |
|----------------------------------|------------------|------------------|------------------|--|
| LABOUR | | | | |
| REGULAR LABOUR | 1,740,468 | 1,697,313 | 1,873,206 | 4% increase + Additional labour: |
| OVERTIME | 226,261 | 260,978 | 243,517 | Overtime is dependant on harvest requirements |
| OVERTIME % OF REGULAR LAB | 13.00% | 15.4% | 13.00% | |
| TOTAL LABOUR | 1,966,729 | 1,958,291 | 2,116,722 | Graphs and Account Details Page 4 |
| BENEFITS | | | | |
| W.S.I.B. | 45,976 | 57,595 | 59,899 | 4% increase |
| UIC | 29,095 | 32,173 | 33,460 | 4% increase |
| CPP | 85,497 | 95,874 | 99,709 | 4% increase |
| OMERS | 161,839 | 183,557 | 190,900 | 4% increase |
| HEALTH CARE PLAN | 82,453 | 80,722 | 87,400 | 0% increase from Sunlife 4% increase due to wages + 2 added Full time |
| A.D.&D. INSURANCE | 950 | 973 | 1,200 | 0% increase from Sunlife 4% increase due to wages & 2 added Full time |
| EMPLOYER HEALTH TAX | 38,349 | 45,358 | 47,172 | 4% increase |
| DENTAL INSURANCE | 37,101 | 36,102 | 39,000 | 0% increase from Sunlife 4% increase due to wages & 2 added Full time |
| LIFE INSURANCE | 6,413 | 6,812 | 8,300 | 0% increase from Sunlife 4% increase due to wages & 2 added Full time |
| ANNUAL STAT. & PAID LEAVE | 248,151 | 280,038 | 291,239 | 4% increase |
| SICK LEAVE | 39,627 | 36,624 | 38,089 | 4% increase |
| PERSONAL LEAVE | | 7,396 | 18,385 | NEW ACCOUNT, LABOUR CODE CHANGE |
| MEAL ALLOWANCE | 8,000 | 10,830 | 10,000 | Similar to 2023 |
| TERMINATION BENEFITS | 69,417 | 47,004 | 48,885 | 4% increase |
| SHORT TERM (LOSS OF INCOME) | 11,129 | 11,062 | 15,300 | 12% increase from Sunlife 4% increase due to wages & 2 added Full time |
| CLOTHING & BOOT ALLOWANCE | 9,123 | 8,670 | 9,546 | 1 % increase |
| LONG TERM DISABILITY | 38,223 | 40,242 | 47,600 | (-4%) decrease from Sunlife 4% increase due to wages & 2 added Full time |
| EAP HEALTH & WELLNESS PROGRAM | 1,067 | 1,198 | 1,319 | 1 % increase |
| VISION CARE | 3,208 | 3,405 | 3,749 | 1 %increase |
| TOTAL BENEFITS | 915,616 | 985,634 | 1,063,391 | Includes 12,240 for added salary |
| LABOUR AND BENEFITS TOTAL | 2,882,345 | 2,943,925 | 3,180,113 | |

Outside Services Accounts Summary

| OUTSIDE SERVICES | 2023 Budget | 2023 Actual | 2024 Budget | 2024 COMMENTS |
|---------------------------------|----------------|----------------|----------------|---|
| 1. ENVIRONMENTAL | 42,500 | 11,749 | 47,500 | Environmental Monitoring |
| 2. TRAINING | 16,000 | 4,450 | 15,100 | Several training sessions required in 2024 |
| 3. QUALITY CONTROL (Fumigation) | 16,500 | 14,510 | 7,000 | QC Equipment calibration |
| 4. HEALTH AND SAFETY | 78,376 | 72,942 | 73,000 | Same as 2023 plus annual fire alarm testing, elevator inspections |
| 5. SECURITY | 29,700 | 7,507 | 14,150 | Vessel security, fire alarm, cameras - depends on type of vessel |
| 6. GENERAL | 34,531 | 34,966 | 43,800 | Grain removal, CGC license, removal of grain dust |
| 7. HOUSEKEEPING | 15,750 | 13,170 | 15,000 | Cleaning offices and employees washroom |
| 8. ADMINISTRATION | 113,180 | 99,300 | 107,520 | Consultants, Lawyers, Auditors, Marketing |
| 9. PORT ENGINEERING/CONSULTING | 10,000 | 0 | 10,000 | Engineering assessments |
| 10. PROPERTY - ENGINEERING | 23,500 | 43,151 | 10,000 | Surveying/Berth Soundings |
| 11. RAIL MAINTENANCE | 6,800 | 33,313 | 11,500 | Monthly track inspections |
| 12. YARDS OUTSIDE SERVICE | 10,000 | 9,363 | 17,000 | Weed control, wildlife removal |
| 13. MAINTENANCE | 26,000 | 15,384 | 25,000 | Millwright contractor, office renos |
| 14. ELECTRICAL | 7,100 | 1,213 | 14,000 | Annex controls, substation maint. |
| 15. EQUIPMENT REPAIR | 8,000 | 6,833 | 11,000 | Additional PM - machining parts, Bob Cats repairs |
| 16. HEATING AND AC | 1,500 | 938 | 1,500 | Boiler inspection and service, AC service |
| 17. POJ WAREHOUSE | 1,500 | 11,259 | 5,000 | New warehouse misc items |
| TOTAL OUTSIDE SERVICE | 440,937 | 380,046 | 428,070 | |

OUTSIDE SERVICES: 2024 Budget compared to 2023 Actual

| | | | Variance Details |
|-------------|----|---------|-------------------------------|
| 2023 actual | \$ | 380,046 | \$ 35,000 Eng. Salt Pond |
| 2024 budget | \$ | 428,070 | \$ 12,000 Training |
| Variance | \$ | 48,024 | \$ (7,000) Quality Control |
| | | | \$ (6,000) POJ warehouse |
| | | | \$ 8,000 Pay Equity |
| | | | \$ 7,000 Security Office wall |
| | | | \$ 49,000 |


Note: 2023 Budget was \$440,937

For further details, see breakdown of Outside Services accounts in Graphs and Account Details pages 5-7

Materials and Supplies Accounts Summary

| MATERIAL AND SUPPLIES | 2023 Budget | 2023 Actual | 2024 Budget | 2024 COMMENTS |
|------------------------------------|----------------|----------------|----------------|--|
| 1. QUALITY CONTROL - LAB SUPPLIES | 1,500 | 3,823 | 4,000 | Quality control lab supplies |
| 2. DOCK MAINTENANCE | 16,000 | 0 | 1,000 | Aggregate for maintaining closure berms on dock |
| 3. HOUSEKEEPING SUPPLIES | 3,500 | 1,837 | 3,500 | Housekeeping supplies |
| 4. QUALITY CONTROL (Fumigation) | 3,500 | 487 | 2,000 | Phosphine, Malathion, Fogging agents, DE, new fogger |
| 5. HEALTH AND SAFETY SUPPLIES | 12,500 | 15,886 | 12,000 | Safety glasses, dust masks, parts for winches, harnesses, etc. |
| 6. GENERAL SUPPLIES | 44,500 | 48,688 | 44,500 | Radios, dust filters, replace bin temp. cables |
| 7. SHOP MATERIAL & SUPPLIES | 8,500 | 3,328 | 5,500 | Building and hardware supplies |
| 8. ELECTRICAL MATERIAL & SUPPLIES | 15,000 | 20,725 | 22,000 | Modulating valve for dryer and supplies |
| 9. MAINTENANCE MATERIAL & SUPPLIES | 42,600 | 51,675 | 56,750 | Aerators, liner mat'l and supplies |
| 10. EQUIP. MATERIAL & SUPPLIES | 7,500 | 7,839 | 9,500 | Bobcat, trackmobile, tractors, truck supplies |
| 11. HEATING AND AC | 1,500 | 2,226 | 2,000 | Boiler parts / ac |
| 12. WATER (BOTTLED) | 1,100 | 1,727 | 1,850 | Potable water |
| 13. POJ WAREHOUSE | 35,500 | 22,550 | 4,000 | Burst pipe, new floor, drywall |
| TOTAL MATERIAL AND SUPPLIES | 193,200 | 180,790 | 168,600 | Supplies for Operations |

MATERIALS AND SUPPLIES 2024 Budget compared to 2023 Actuals

| | | | |
|-------------|-------------|---|------------------------------------|
| 2023 Actual | \$ 180,790 | | <u>Variance Details</u> |
| 2024 Budget | \$ 168,600 | | \$ (18,000) Burst pipe in 2023 |
| Variance | \$ (12,190) |  | \$ (4,000) General supplies |
| | | | \$ 1,500 Hose for bin sweeping |
| | | | \$ 2,000 Equipment supplies |
| | | | \$ 8,000 additional urethane liner |
| | | | <u>\$ (10,500)</u> |

*Note: 2023 Budget was \$193,200

For further details, see breakdown of Materials and Supplies accounts in Graphs and Account Details pages 8-9.

2024 - Revenues/Expenses/Surplus Quarterly Actuals VS Budget

Feb. 20, 2024

| 2024 BUDGET | 1ST QTR | 2ND QTR | 3RD QTR | 4TH QTR | Total |
|-----------------------------|------------------|------------------|------------------|------------------|-------------------|
| BUDGET REVENUE | 1,280,000 | 1,125,000 | 2,935,000 | 5,678,000 | 11,018,000 |
| ACTUAL REVENUE | - | - | - | - | - |
| BUDGET OPER. EXPENSE | 1,265,000 | 1,400,000 | 1,638,000 | 2,012,000 | 6,315,000 |
| ACTUAL EXPENSE | - | - | - | - | - |
| BUDGET NET SURPLUS | 15,000 | (275,000) | 1,297,000 | 3,666,000 | 4,703,000 |
| *ACTUAL SURPLUS | - | - | - | - | - |
| 2018-2023 Actuals | 1ST QTR | 2ND QTR | 3RD QTR | 4TH QTR | Total |
| 2023 REVENUE | 1,629,875 | 1,036,365 | 3,036,745 | 5,601,745 | 11,304,729 |
| 2023 OPERATING EXP. | 1,294,507 | 1,295,424 | 1,436,189 | 1,843,589 | 5,869,709 |
| 2023 NET SURPLUS | 335,368 | (259,059) | 1,600,555 | 3,758,156 | 5,435,020 |
| 2022 REVENUE | 1,186,445 | 1,315,420 | 2,590,021 | 5,265,741 | 10,357,627 |
| 2022 OPERATING EXP. | 1,009,316 | 1,084,305 | 1,209,202 | 1,633,515 | 4,936,337 |
| 2022 NET SURPLUS | 177,129 | 231,116 | 1,380,820 | 3,632,226 | 5,421,290 |
| 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 |
| 2021 NET SURPLUS | (108,604) | 277,675 | 1,099,170 | 2,727,346 | 3,995,587 |
| 2020 REVENUE | 967,003 | 1,291,866 | 1,997,000 | 4,262,122 | 8,517,990 |
| 2020 OPERATING EXP. | 980,922 | 1,043,542 | 1,076,049 | 1,462,451 | 4,562,964 |
| 2020 NET SURPLUS | (13,920) | 248,324 | 920,951 | 2,799,671 | 3,955,026 |
| 2019 REVENUE | 1,012,775 | 1,397,838 | 1,583,263 | 4,178,519 | 8,172,394 |
| 2019 OPERATING EXP. | 983,681 | 1,140,643 | 1,138,321 | 1,412,605 | 4,675,250 |
| 2019 NET SURPLUS | 29,094 | 257,195 | 444,942 | 2,765,914 | 3,497,145 |
| 2018 REVENUE | 840,124 | 1,150,186 | 1,633,737 | 4,218,410 | 7,842,457 |
| 2018 OPERATING EXP. | 995,233 | 1,252,738 | 1,197,547 | 1,429,065 | 4,874,583 |
| 2018 NET SURPLUS | (155,109) | (102,552) | 436,190 | 2,789,345 | 2,967,874 |

**All figures are EBITA (earnings before interest, taxes and amortization)*

See Graphs and Account Details page 12



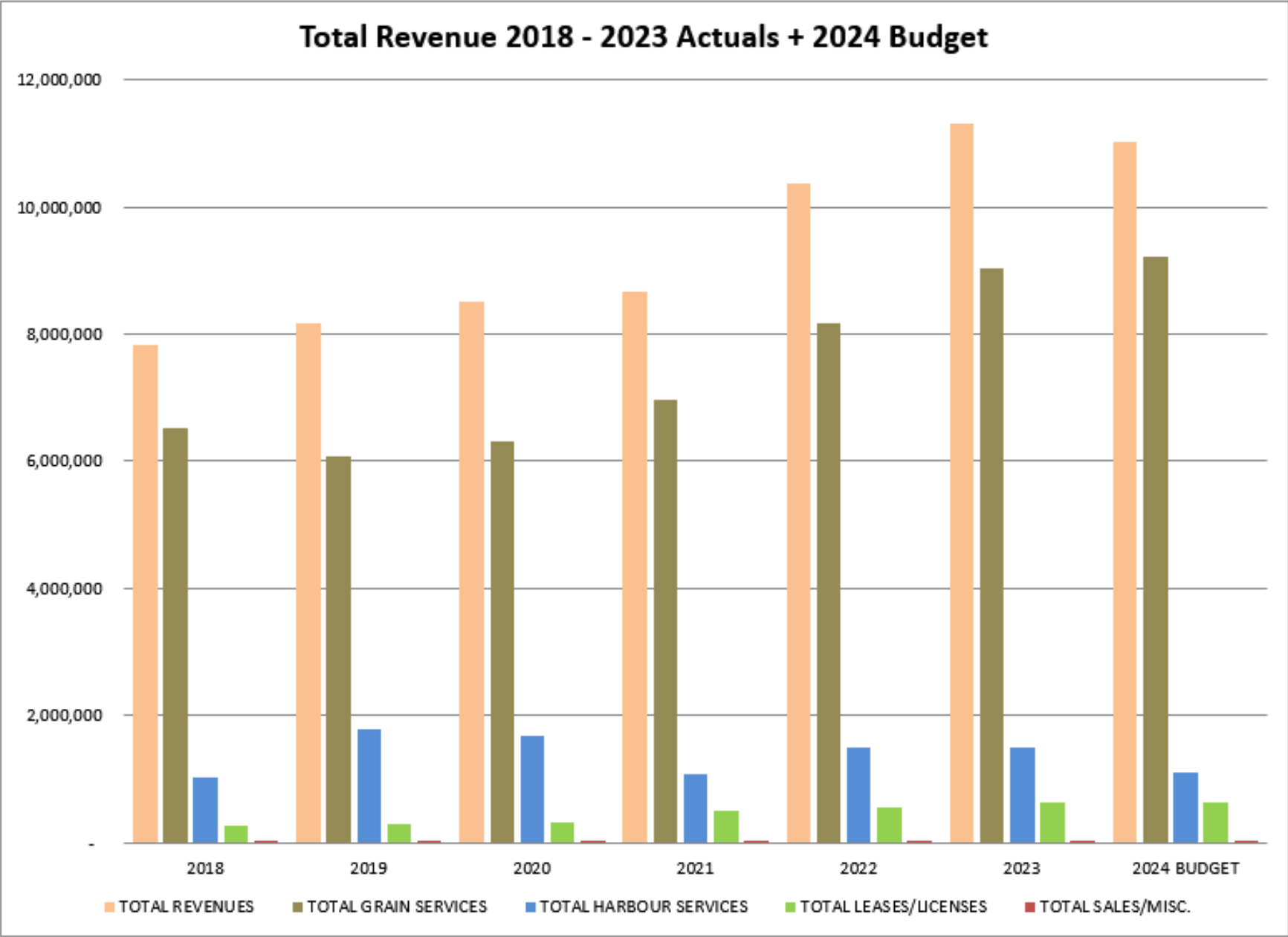
Port of Johnstown

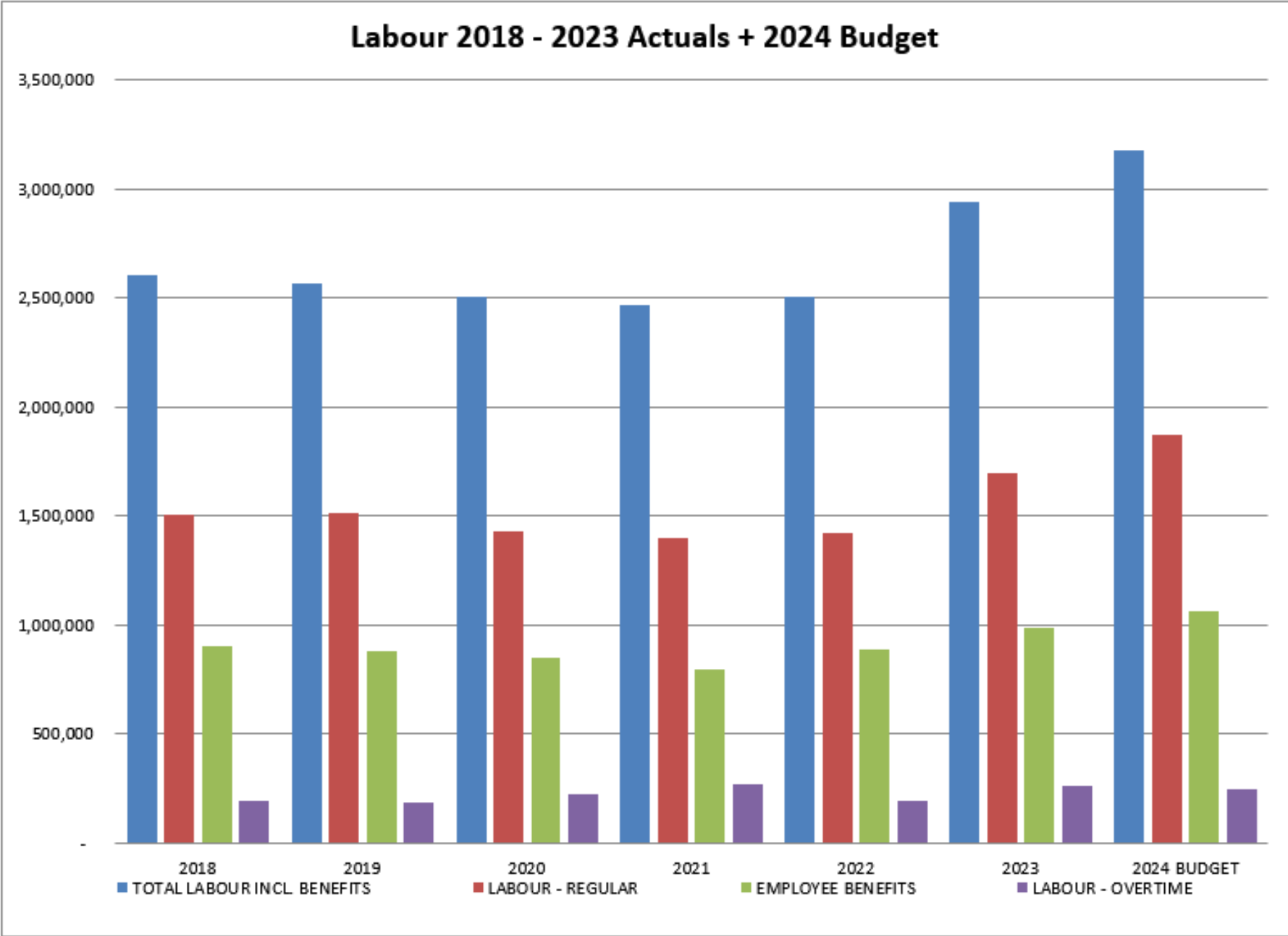
A Division of Edwardsburgh/Cardinal Township

REVENUE AND EXPENSE BUDGET 2024

GRAPHS AND ACCOUNTS DETAIL

Feb. 20, 2024





Labour Analysis Breakdown

| Operations | 2019 | 2020 | 2021 | 2022 | 2023 | Budget 2024 | Net |
|--|---------|---------|---------|---------|---------|-------------|-----|
| Total Hours worked | 35,505 | 35,440 | 34,356 | 31,650 | 33,764 | 36,260 | |
| Total grain processed | 603,147 | 722,024 | 804,062 | 745,694 | 936,236 | 920,000 | |
| Full time Grain | 12 | 11 | 9 | 11 | 9 | 11 | 2 |
| Full time Maintenance | 5 | 4 | 5 | 5 | 4 | 5 | 1 |
| Casual Grain (depends on harvest) | 4 | 7 | 5 | 6 | 7 | 7 | 0 |
| Total Employee's | 21 | 22 | 19 | 22 | 20 | 23 | 3 |
| Grain processed per hr - influenced by vessels | 17.0 | 20.4 | 23.4 | 23.6 | 27.7 | 25.4 | |

Variables that effect labour hours/costs

| | Lost hours | Employees |
|--|------------|-----------|
| Additional Sick days - from 6 days to 10 | 640 | |
| Personal Days - 5 (3 with pay) | 480 | |
| More vacation time (aging workforce) | 2080 | |
| Size and duration of harvest - casuals | | |
| New Dryer - dryer operator | 400 | |
| Total lost hours | 3600 | 2 |

* Salary - adding additional position

Outside Services Breakdown

| OUTSIDE SERVICES | 2023 Budget | 2023 Actual | 2024 Budget | 2024 Comments |
|--------------------------------------|------------------|------------------|------------------|--|
| ENVIRONMENTAL | \$ 42,500 | \$ 11,749 | \$ 47,500 | Environmental Monitoring |
| Clean retention Pond | \$ 5,000 | | \$ 15,000 | Flow meter for salt pond/sludge pump and hoses |
| BluMetric/Eurofins Environmental | \$ 15,000 | \$ 11,749 | \$ 15,000 | Annual monitoring and report |
| Fish Habitat Monitoring | \$ 15,000 | | \$ 10,000 | For Akwesasne support |
| Hazardous waste removal | \$ 4,000 | | \$ 4,000 | used motor oil, gear oil, greases, light bulbs. |
| Misc | \$ 3,500 | | \$ 3,500 | |
| TRAINING | \$ 16,000 | \$ 4,450 | \$ 15,100 | Several training sessions required in 2024 |
| First Aid | \$ 3,000 | \$ 1,100 | \$ 1,100 | other half of employees |
| SCBA/Fumigation | \$ 2,000 | | | |
| Skid Steer / Trackmobile/Telehandler | \$ 2,500 | \$ 950 | \$ 3,500 | |
| Working at Heights | \$ 3,000 | \$ 2,400 | | |
| Confined Space Rescue | | | \$ 4,500 | changes to legislation updated training |
| Suspended Access Training | \$ 4,500 | | \$ 5,000 | 2 day on site training |
| TDG | | | | |
| Misc | \$ 1,000 | | \$ 1,000 | grain grading |
| QUALITY CONTROL (Fumigation) | \$ 16,500 | \$ 14,510 | \$ 7,000 | QC Equipment calibration |
| Enviroguard - Pest Control | | | \$ 500 | Gels for bait stations |
| Amspec (NEW) | \$ 4,500 | | | |
| Equipment Calibration | \$ 11,000 | \$ 14,510 | \$ 5,000 | 2023 protein analyzer new board etc. |
| Misc | \$ 1,000 | | \$ 1,500 | |
| HEALTH AND SAFETY | \$ 78,376 | \$ 72,942 | \$ 73,000 | Same as 2023 plus annual fire alarm testing, elevator inspections |
| Prevention and Regulatory Solutions | \$ 30,000 | \$ 30,675 | \$ 27,500 | Health and Safety Training / Policies |
| ABC | \$ 1,500 | \$ 1,036 | \$ 1,500 | TESTING FIRE EXTINGUISHER-recharge some extinguishers |
| Acklands Grainger | \$ 7,000 | \$ 8,161 | \$ 8,200 | regulatory inspect regulatory life lines - Confined space |
| Electrical Safety Authority | \$ 2,076 | \$ 2,039 | \$ 2,050 | Yearly Continuous Safety Service Program |
| SGS | \$ 20,000 | \$ 19,356 | \$ 21,000 | Monthly service contract plus repairs for breakdowns |
| Levac & uni-tech inspection | \$ 3,000 | \$ 1,761 | \$ 2,000 | safety hoist inspection, swing stage, main winches |
| TSSA Inspection | \$ 3,500 | \$ 910 | \$ 1,000 | Regulatory inspection on elevator/man lifts |
| Fire Department | | | | |
| Annual Fire Alarm testing | \$ 4,700 | \$ 4,571 | \$ 4,700 | Annual inspection of fire alarm system and 2 fire hydrants |
| AJ's Water Treatment | \$ 4,600 | \$ 4,434 | \$ 4,600 | Water testing and system maintenance |
| Misc | \$ 2,000 | | \$ 450 | |
| SECURITY | \$ 29,700 | \$ 7,507 | \$ 14,150 | Vessel security, fire alarm, cameras - depends on type of vessel |
| Marine Security - Port/Allied | \$ 25,000 | \$ 2,160 | \$ 1,500 | similar to 2023 - charged back out to customer |
| Falcon Security | \$ 1,500 | \$ 1,285 | \$ 1,300.00 | |
| ADT/Fci | \$ 1,200 | \$ 3,002 | \$ 3,000 | Camera |
| Misc | \$ 2,000 | \$ 1,060 | \$ 8,350 | repair to security gate/Entrance Building B |

Outside Services Breakdown Cont'd

| | | | | |
|---|-------------------|------------------|-------------------|--|
| GENERAL | \$ 34,531 | \$ 34,966 | \$ 43,800 | Grain removal, CGC license, removal of grain dust |
| Receiver General - Grain Act | \$ 3,750 | \$ 3,881 | \$ 4,000 | license, plus samples |
| Trucking | \$ 2,500 | \$ 4,055 | \$ 4,000 | Trucking - Dust truck |
| Radio Lic | \$ 781 | \$ 781 | \$ 800 | License |
| Waste Management/Limerick/Tomlinson | \$ 20,000 | \$ 16,143 | \$ 17,500 | Add environmental grain removal, changed waste mgt. to Tomlinson |
| Howard Campbell & Sons | | | | |
| Team Industrial | \$ 2,500 | | \$ 2,500 | Dryer Cleaning, clean boardwalk, catch basin |
| NRG - Hydro Notifications | | | | |
| GTR Scales | \$ 2,500 | \$ 7,641 | \$ 12,500 | scale calibration, test weight certification (\$9000) |
| Misc | \$ 2,500 | \$ 2,466 | \$ 2,500 | Waste, licence etc. on truck, |
| HOUSEKEEPING - OFFICE | \$ 15,750 | \$ 13,170 | \$ 15,000 | Cleaning offices and employees washroom |
| Office Housekeeping | \$ 15,750 | \$ 13,170 | \$ 15,000 | Same as 2023 (includes window cleaning) |
| Misc | | | | |
| ADMINISTRATION | \$ 113,180 | \$ 99,300 | \$ 107,520 | Consultants, Lawyers, Auditors, Marketing |
| Acc pac | \$ 2,940 | \$ 2,979 | \$ 3,150 | Finance software license |
| Agrosoft | \$ 16,000 | \$ 14,912 | \$ 17,000 | Annual fee |
| EFT Processing Program | \$ 2,660 | \$ 3,045 | \$ 660 | Annual Fee |
| Lawyer Fees | \$ 30,000 | \$ 26,548 | \$ 25,000 | Leases/MECP |
| Auditor fees | \$ 19,000 | \$ 30,000 | \$ 30,000 | Auditor Fees - IFRS |
| Marketing Consultant/web site | \$ 10,000 | | \$ 10,000 | Future marketing help with web site , advertising etc |
| GMP Consultants | \$ 18,000 | \$ 6,120 | | GMP not required this year |
| HR Consultant | \$ 7,500 | \$ 8,101 | \$ 16,000 | Pay Equity , Wonderlic |
| DR Lo Previous Hr Consultant | \$ 500 | | \$ 350 | wellness program |
| LV Controls - Support | \$ 3,180 | \$ 3,180 | \$ 3,360 | LV Controls |
| Misc | \$ 3,400 | \$ 4,414 | \$ 2,000 | Shredding, Drivecheck |
| PORT ENG./PORT CONSULTANTS | \$ 10,000 | \$ - | \$ 10,000 | Engineering assessments |
| Engineering | \$ 10,000 | | \$ 10,000 | Salt Retention Pond |
| Port Eng. / Development | | | | |
| Misc | | | | |
| PROPERTY ENGINEERING | \$ 23,500 | \$ 43,151 | \$ 10,000 | Surveying/Berth Soundings |
| Property - expansion / remove buildings | \$ 10,000 | \$ 6,400 | | Tree removal to outside service Drainage plan/survey in Capital |
| Surveying | \$ 10,000 | \$ 30,000 | \$ 10,000 | 2023 - underwater survey port docks |
| Misc | \$ 3,500 | \$ 6,751 | | Grading and Stone for Uplands I |

Outside Services Breakdown Cont'd

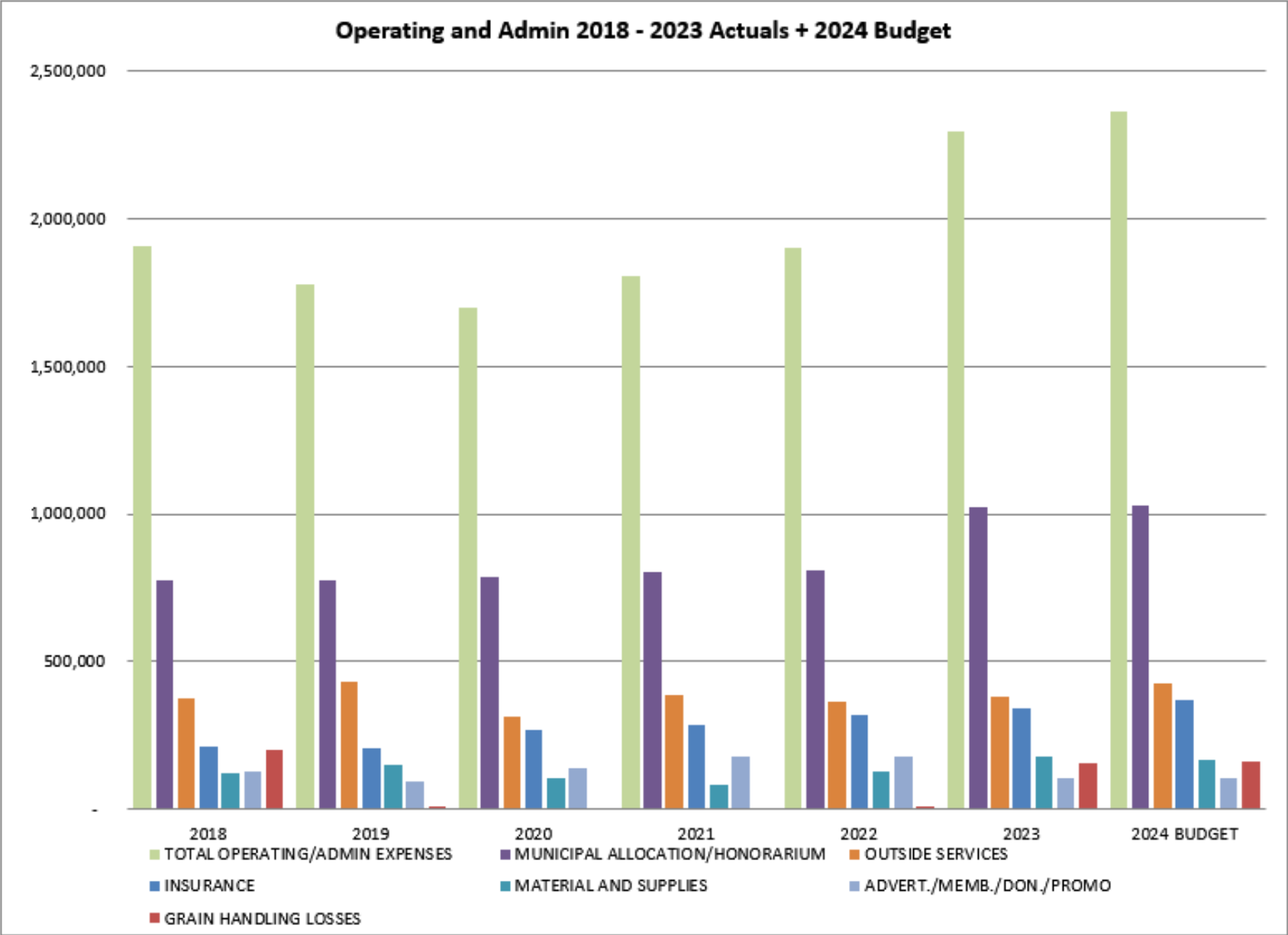
| | | | | |
|--|-------------------|-------------------|-------------------|---|
| RAIL MAINTENANCE | \$ 6,800 | \$ 33,313 | \$ 11,500 | Monthly track inspections |
| Mandatory Rail Inspections | \$ 1,800 | \$ 1,500 | \$ 1,500 | Monthly Inspection |
| Repair Track | \$ 5,000 | \$ 4,195 | \$ 5,000 | Minor repairs |
| Misc. | | \$ 27,617 | \$ 5,000 | 2024 Repairs crossing x2 - move to capital paving |
| YARDS MAINTENANCE | \$ 10,000 | \$ 9,363 | \$ 17,000 | Weed control, wildlife removal |
| Tree removal/Cottage lands | | | \$ 5,000 | Cottage yards maintenance - used to be in engineering property |
| Weed Control | \$ 9,000 | \$ 8,122 | \$ 8,500 | Continue weed spraying program |
| Misc. | \$ 1,000 | \$ 1,241 | \$ 3,500 | raccoon removal and pidgeon removal, water leak near pump house, cold patch asphalt |
| MAINTENANCE | \$ 26,000 | \$ 15,384 | \$ 25,000 | Millwright contractor, office renos |
| Steel Doors | \$ 4,500 | | \$ 4,500 | replace more doors at roof level - did not complete in 2023 |
| Scale repairs | | \$ 1,658 | \$ 4,000 | GTR troubleshooting and repairs (5 scale) as per CGC request |
| Office Renovations | \$ 2,500 | | \$ 7,000 | Security new wall |
| Millwright Services | \$ 15,000 | \$ 12,685 | \$ 7,500 | Labour shortage |
| Misc. | \$ 4,000 | \$ 1,041 | \$ 2,000 | Emergency repairs and breakdown supplies. |
| ELECTRICAL | \$ 7,100 | \$ 1,213 | \$ 14,000 | Annex controls, substation maint. |
| Electrical Repairs | \$ 4,000 | \$ 1,213 | \$ 2,000 | normal wear and tear items |
| Misc | \$ 3,100 | | \$ 12,000 | Transformer oil testing, and servicing of the 2 main air breaks. |
| EQUIPMENT REPAIR | \$ 8,000 | \$ 6,833 | \$ 11,000 | Additional PM - machining parts, Bob Cats repairs |
| Equipment Repairs/welding/machining | \$ 4,000 | \$ 3,310 | \$ 3,500 | supplies for breakdowns and emergency repairs - machined parts |
| Bin Floor and Basement Floor Dept. | | | | |
| vehicles, ie trackmobile, truck, tractors, bobcats | \$ 4,000 | \$ 3,524 | \$ 7,500 | 1 of the bobcats need tires (\$2000) inspect the Trackmobile. |
| Misc | | | | |
| HEATING EQUIPMENT | \$ 1,500 | \$ 938 | \$ 1,500 | Boiler inspection and service, AC service |
| HVAC - Inspection | \$ 1,000 | \$ 938 | \$ 1,000 | boiler inspection, annual cert and service, AC service |
| Misc | \$ 500 | | \$ 500 | Boiler and AC |
| POJ WAREHOUSE OUTSIDE SERVICES | \$ 1,500 | \$ 11,259 | \$ 5,000 | New warehouse misc items |
| Security | \$ 1,500 | \$ 295 | | |
| Misc | \$ - | \$ 10,964 | \$ 5,000 | flood in 2023 |
| TOTAL OUTSIDE SERVICES | \$ 440,937 | \$ 380,046 | \$ 428,070 | |

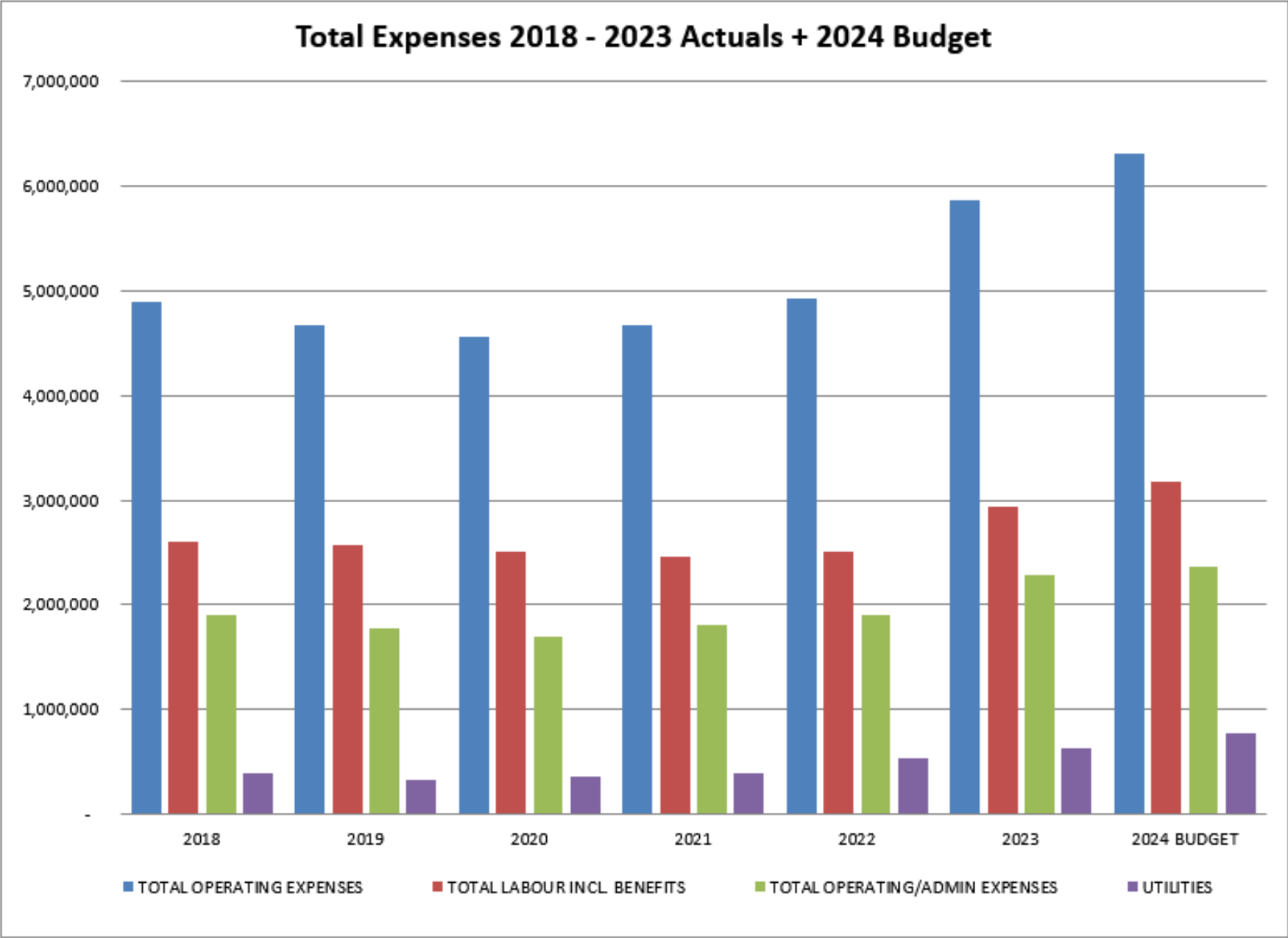
Material and Supplies Breakdown

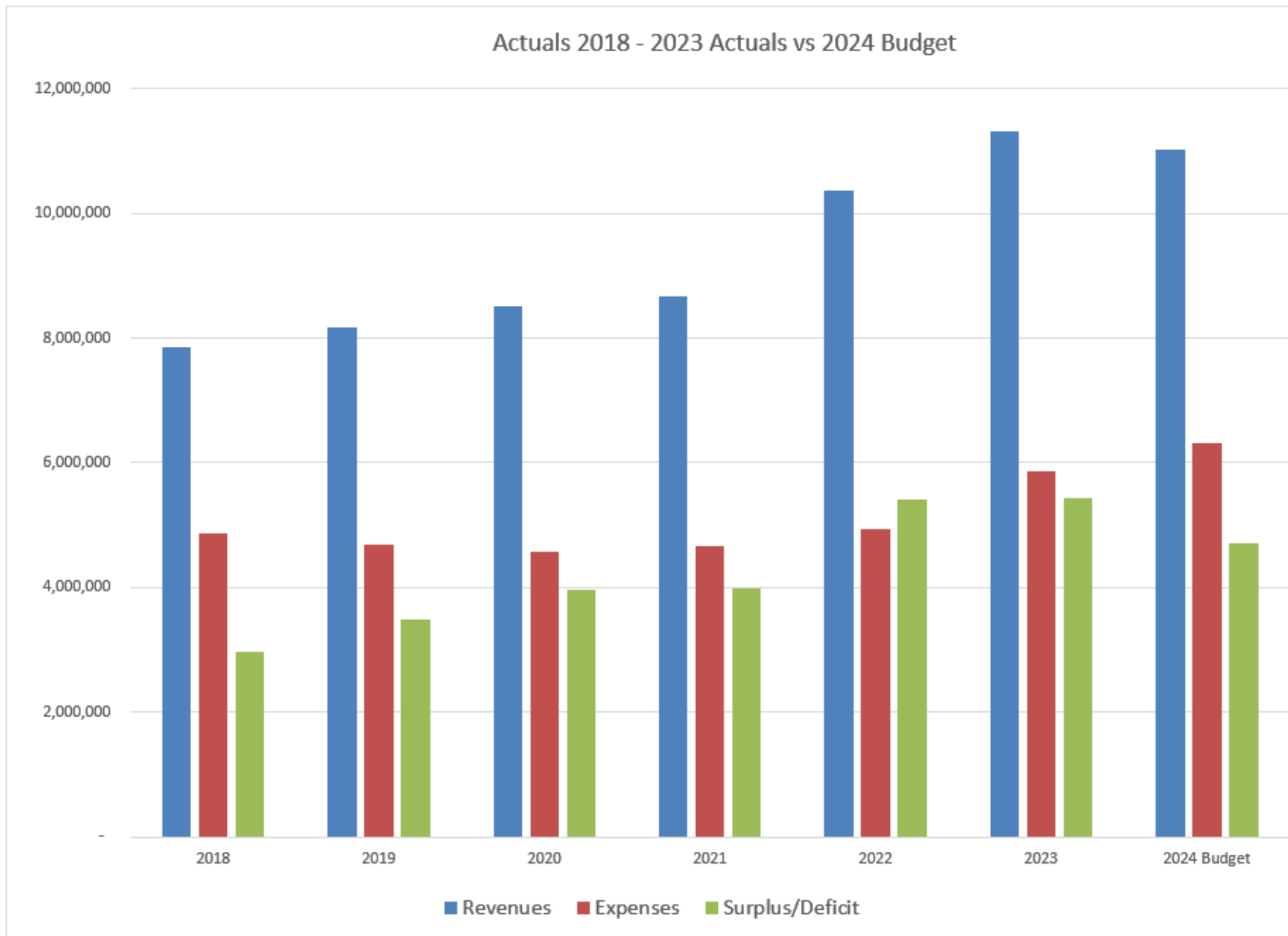
| MATERIALS AND SUPPLIES | 2023 Budget | 2023 Actual | 2024 Budget | 2024 Comments |
|--|---------------|------------------|---------------|--|
| LAB - MATERIAL & SUPPLIES | 1,500 | 3,823.29 | 4,000 | Quality control lab supplies |
| Lab supplies for QC testing | 1,500 | 3,823.29 | 4,000 | Depends on quality of grain - test requests up in 2023 |
| Misc | | | | More vom test kits |
| HARBOUR - MATERIAL & SUPPLIES | 16,000 | 0.00 | 1,000 | Aggregate for maintaining closure berms on dock |
| Dock Timbers and anchor studs | | | 1,000 | Damaged 6x6 timbers |
| Aggregate | 12,500 | | | Closure Berm Erosion |
| Misc | 3,500 | | | Line painting on dock/bollards |
| H.K. - MATERIAL & SUPPLIES | 3,500 | 1,837.16 | 3,500 | Housekeeping supplies |
| Housekeeping | 2,000 | 1,837.16 | 2,000 | |
| Hose for Bin Sweeping | 1,500 | | 1,500 | Did not purchase in 2023, will need to purchase in 2024 |
| Misc | | | | |
| QUALITY CONTROL(Fumigation) - MATERIAL & SUPPLIES | 3,500 | 486.79 | 2,000 | Phosphine, Malathion, Fogging agents, DE, new fogger |
| Fumigation | 3,500 | 486.79 | 2,000 | new members coming on line for more activity |
| Compressor rental for bin sweeping | | | | |
| Misc | | | | |
| S.C. - MATERIAL & SUPPLIES | 12,500 | 15,885.92 | 12,000 | Safety glasses, dust masks, parts for winches,harnesses, etc. |
| Health and Safety | | | | |
| Safety Supplies | 7,500 | 9,487.59 | 7,000 | send air monitors for calibration/add defib for annex |
| Fire and Safety | 1,000 | 1,024.00 | 1,000 | |
| Security | 1,000 | 129.33 | | |
| Reflective T shirts, hardhats, vests | 1,500 | 5,245.00 | 4,000 | T shirts, hardhats, vest |
| Misc | 1,500 | | | |
| GEN. - MATERIAL & SUPPLIES | 44,500 | 48,687.62 | 44,500 | Radios, dust filters, replace bin temp. cables |
| (General) | | | | |
| Dust Socks | 20,000 | 17,511.59 | 20,000 | dust collection system |
| Radios for communication | 6,000 | 2,650.00 | 2,500 | continue upgrading batteries and chargers. |
| Supplies -Hardware Store | 3,000 | 1,944.91 | 3,000 | |
| New LoadingSpouts parts | | 15,445.11 | 5,000 | This was in bin temp sensors in 2023 |
| Bin Temperature sensors | 12,000 | 0.00 | 10,000 | converting analog to digital x12 |
| Shop Furniture (Steel Cabinet) | 2,500 | 2,136 | 2,000 | Cabinet in maint.2023 |
| Misc | 1,000 | 8,999.61 | 2,000 | UPS for scales in 2023 |

Material and Supplies Breakdown Cont'd.

| | | | | |
|---|----------------|-------------------|----------------|---|
| SHOP. MATERIAL & SUPPLIES | 8,500 | 3,327.85 | 5,500 | Building and hardware supplies |
| Hardware Store | 5,000 | 760.58 | 2,000 | various supplies, tools, Ferris lawnmower parts |
| Building Supply Store | 1,500 | 511.78 | 1,500 | |
| Universal Supply Group | 2,000 | 2,040.24 | 2,000 | |
| Misc | | 15.25 | | |
| ELECT. MATERIAL & SUPPLIES | 15,000 | 20,725.12 | 22,000 | Modulating valve for dryer and supplies |
| Daltco/CES | 7,500 | 12,159.43 | 10,000 | Includes 2000 for spare modulating valve for grain dryer |
| MISC | 7,500 | 8,565.69 | 12,000 | New motor for annex bin 7 aerator is \$4000 |
| MAINT. - MATERIAL & SUPPLIES | 42,600 | 51,674.81 | 56,750 | Aerators, liner mat'l and supplies |
| Steel | 4,000 | 4,082.05 | 5,000 | \$2500 to repair annex aerator fan bases. |
| Welding Supplies | 3,000 | 3,246.17 | 3,000 | supplies for welding repairs |
| Conveyor supplies | | | | |
| Scales | 2,500 | 2,130.00 | 2,500 | spare scale gate position transmitter |
| Supplies for trippers/conveyors | 10,000 | 15,340.26 | 12,500 | parts for trippers, couplings, bearings, annex valve gearbox |
| Elevator Buckets | | | | Capital if over 5k |
| Clutch for Car Hauls | | | | |
| Urethane liner | 11,500 | 11,147.22 | 20,000 | Continue installing liner in high wear areas. |
| Annual Lubrication | 2,600 | 2,607.30 | 2,750 | |
| Misc | 9,000 | 13,121.81 | 11,000 | spare drive belts, crosscut sampler parts, ship loader parts. |
| EQUIP. MATERIAL & SUPPLIES | 7,500 | 7,839.42 | 9,500 | Bobcat, trackmobile, tractors, truck supplies |
| supplies for trackmobile, truck, bob cats, tractors | 5,000 | 7,839.42 | 8,000 | hoses, couplers, oils, fluids, etc Truck tires |
| Misc | 2,500 | | 1,500 | |
| HEATING AND AC - MATERIAL & SUPPLIES | 1,500 | 2,225.62 | 2,000 | Boiler parts / ac |
| Boiler Parts | | | | |
| Misc | 1,500 | 2,225.62 | 2,000 | |
| WATER - MATERIAL & SUPPLIES | 1,100 | 1,726.70 | 1,850 | Potable water |
| Culligan | 1,100 | 1,726.70 | 1,850 | |
| Misc | | | | |
| POJ WAREHOUSE MATERIAL & SUPPLIES | 35,500 | 22,549.81 | 4,000 | Burst pipe, new floor, drywall |
| Maint. | 35,000 | 22,549.81 | 3,000 | |
| Misc | 500 | | 1,000 | |
| TOTAL MATERIAL AND SUPPLIES | 193,200 | 180,790.11 | 168,600 | Supplies for Operations |









Port of Johnstown

A Division of Edwardsburgh/Cardinal Township

2024 CAPITAL BUDGET

March 20, 2024 Rev. 1

2024 Capital Budget Commentary

Background

It is important to note the following:

- 1) Budget must be approved by the POJ committee and council.
- 2) Any approved budgeted project over \$75,000 must then be brought back to the committee for final approval; however, it does not have to go back to council.
- 3) Any approved budgeted project that is below \$75,000 does not require a second approval and is within the GM's delegation of authority to proceed with the project. This is why the projects are divided into Major Projects (over \$75,000) and Minor Projects (under \$75,000).
- 4) Any non-budgeted item must be brought forward by the POJ Management Committee to council for approval.
- 5) The Township Procurement Policy must be followed at all times for all projects.

Port staff have separated the various proposed projects into two main categories in which to allocate capital projects as a first step in this process.

These were as follows:

I – Maintenance – This category is further broken down into:

Property: Land, Structures, and Equipment

Preventative Maintenance

Equipment Replacement

II- Growth – This category is further broken down into:

Automation

Expansion

The capital budget process begins with discussions with port staff listing all projects on a spreadsheet. In determining the priority of projects, a point system is used whereby various key indicators such as: Health and Safety, Return on Investment, Efficiency/Improvements and Preventative Maintenance are rated. Staff then reviews this list along with the timing of the project and the potential interruption to customer service, engineering studies that may be required and cash flows of the business. The following is a brief commentary of each project that is planned on being completed and/or started in 2024.

Capital Projects – Major (over \$75,000 each)

I – Maintenance

Property: Land, Structures, and Equipment

1. Paving Projects - \$300,000

There were 5 areas identified that require resurfacing at the Port. A summary of these areas are shown below:

1. East of the Track shed – 900 m²
2. West side of the Track shed – 500 m²
3. Rail track #2 east of Track shed – 280 m²
4. Rail crossing at the main dock entrance – 110 m²
5. South of the Annex Bins – 1200 m²

Area #1 is due to normal wear and tear due to heavy truck traffic over the years.

Area #2 is also due to wear and tear but, also includes a widening of the road for the trucks exiting the loading area on the north side of the building. This area becomes very congested at harvest when the trucks have to merge with trucks exiting #6 receiving pit. The widening of the road will create a safer area during this time.

Areas #4 and #5 deal with the rail that is currently in place where the asphalt is deteriorating due to heavy truck traffic. The plan for these areas is to replace the asphalt with concrete to provide a more stable and longer lasting base.

Area #5 south of the current annex bins is a repair of the existing asphalt and a widening of the road. The edges of this area are deteriorating by trucks moving as far to the left as possible before starting their right hand turn into the annex. Widening this area will provide a larger turning radius for the trucks entering the annex which in turn will reduce the wear and tear on the current asphalt.

Completing all areas will depend on Bid Tender Results.



Area #1 and Area #3 - East side of Track shed



Area #2 - West side of Track shed



Area #5 at Annex – South of bins



Area #4 - Rail crossing at main entrance

2. Grain Elevator Concrete Repair Project - \$400,000

With the concrete repair work completed on the outer bin walls of the grain elevator, the next phase of the work is to repair the exterior basement walls of the aging grain elevator. This work began in 2023 and will continue over the next 4 years at an estimated cost of \$1.6 million dollars. This work will ensure that the main elevator structure is sound for many years to come.



3. Spouting Repair for Grain Shipping Area – (Truck Loading) - \$100,000

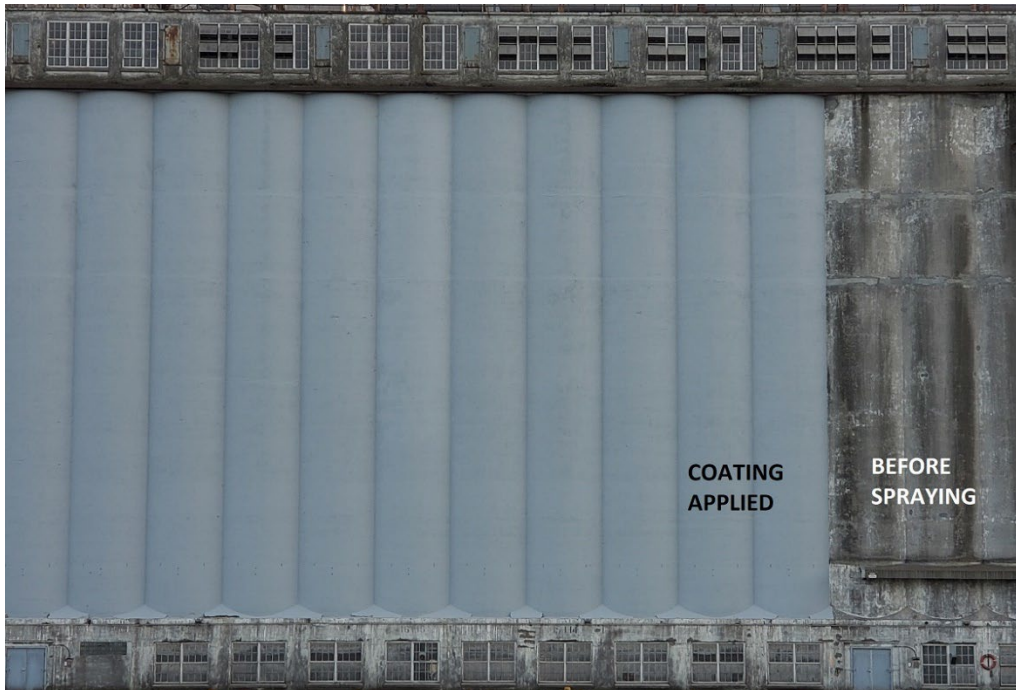
The spouts to the truck loading area have started to sag due to age and usage over time. This has led to longer loading times for trucks. The project will replace the spouting from the turnhead floor to the loading spout on Track 4. This will remove the sag in the spout and decrease the angle in the spout in order to maintain the proper grain flow to the spout. This will improve the loading efficiency for trucks.



Preventative Maintenance

4. Exterior Covering for Elevator - \$250,000

An exterior covering needs to be applied to the bin walls in order to protect the major repairs that have been completed. The purpose of the coating is to keep moisture from penetrating the concrete to extend the effectiveness of the repairs and extend the longevity of the repairs. The best coating for this application appears to be a rubberized elastomeric coating that will stretch with movement and remain water resistant. The photo below shows the work that was completed in 2023.



II – Major Capital Projects – Growth

Expansion

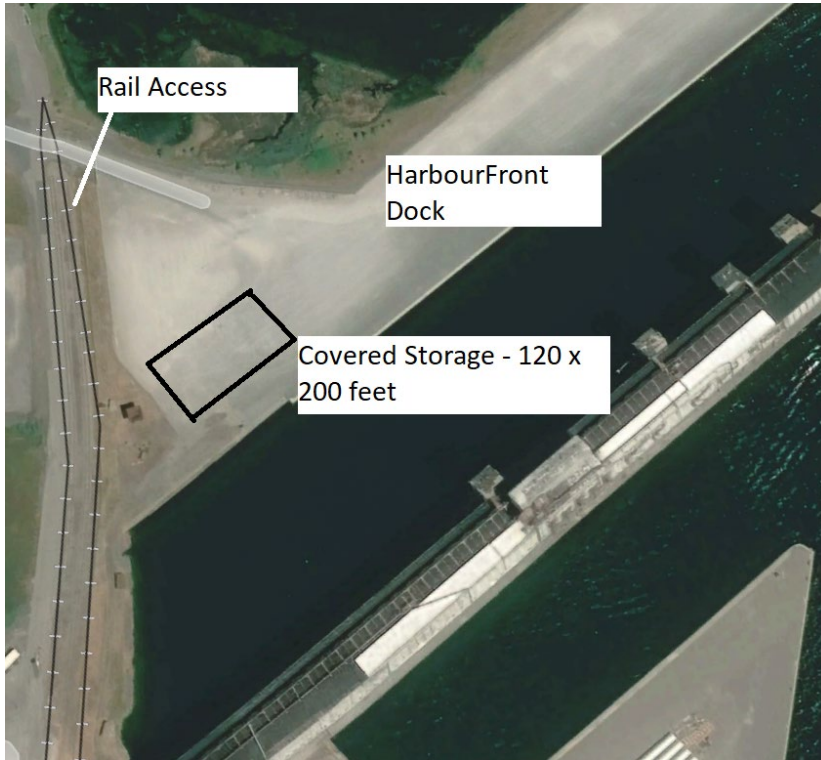
5. New Container Loading Spout - \$300,000

A new customer approached the Port with a plan to load sea containers. They have provided a letter of intent stating that they want to load 1000 MT per month, which equates to 50 sea containers. The project is to purchase, install and commission a loading spout designed specifically for this loading operation. The loading spout will be placed in the new truck lane being proposed in the receiving area project.



6. New Covered Storage Building - \$1,250,000

The Port currently has no covered storage available on their docks resulting in potential lost business. There have been several inquiries in 2023/2024 regarding projects that require immediate storage alongside the dock. The Harbourfront dock is an ideal area to erect a building as it has access to marine, rail and truck modes of transportation. A further business plan will need to be developed and presented to the Committee.



Major Capital Projects – Carryover from 2023

7. Marina Waterfront – Shoreline repair and walkway - \$245,297

This project was awarded in 2023 and the work began in January of 2024. The first part of the project has been completed. This included the removal of the failing cope wall and was replaced with a berm, eliminating the safety hazard as shown in the picture below. The next phase of the project is to complete a walkway that will provide a safe path to the Marina's dock pier.



8. Generator Repairs - \$25,000

The current generator used to supply power to the offices at the Port requires an upgrade of its fuel tank to comply with TSSA regulations. The project was scheduled in 2023 with an approved budget amount of \$100,000. The installation of the new fuel tanks, moving the generator and the connections to the generator were completed in 2023 at a cost of \$73k. The generator itself requires additional parts in order to get it running and those have been ordered and we are waiting for their delivery.

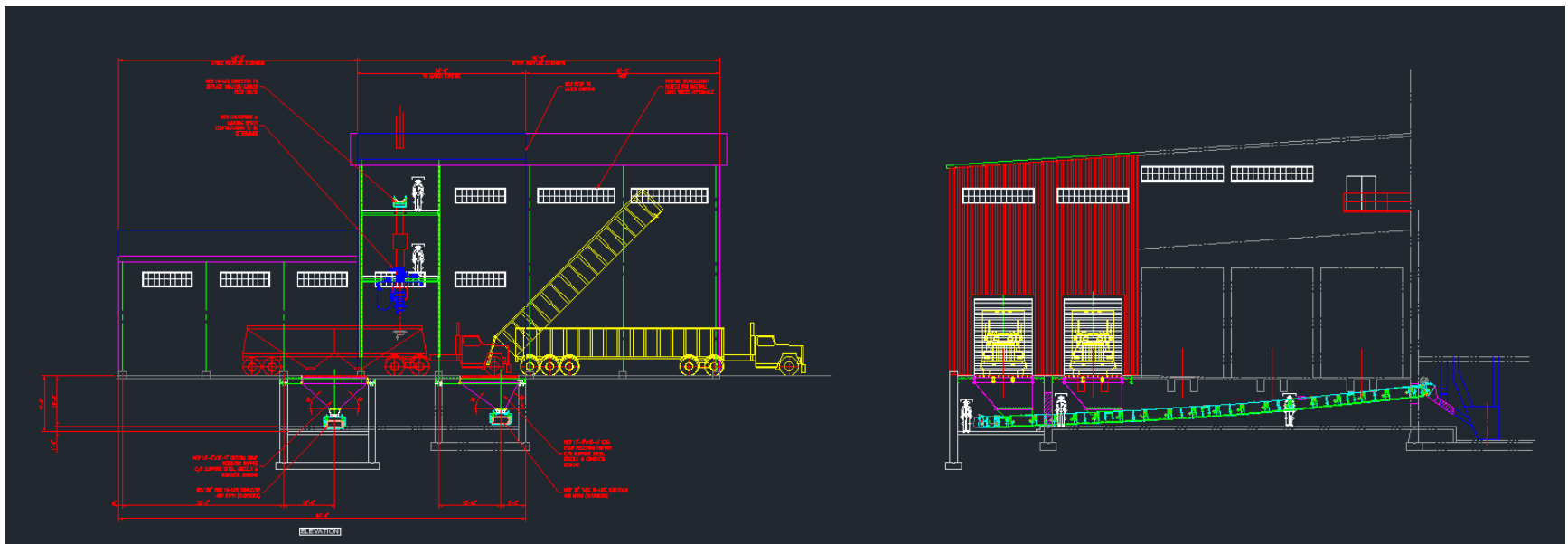
9. Track Shed – Repairs and Modifications - \$2,300,000

The concrete floor in the receiving area is showing its age as cracks and chips are appearing in the floor. An engineering assessment was completed in 2022 that indicates the floor could be repaired and not replaced as indicated in a previous study. Gauges were installed in the cracks in 2019 to monitor their movement and we have not seen any movement to date. In addition to the floor, the GMP+ audit identified an issue with #6 receiving pit being so close to the outer end of the building that it allowed precipitation to enter the pit to contaminate the grain. The audit recommended a roof line over the pit to protect it from the elements. Therefore, there are three main objectives for this project:

1. Repair the floor in the receiving area.
2. Place a roof line over #6 receiving pit to protect it from the weather.
3. Add an additional receiving pit to the receiving area in the main building.

Changes to corn delivery schedule at the ethanol plant in 2022 effectively blocked access to the receiving pit at the annex during the peak soybean harvest. The customer demand for unload appointments during this time requires access to three receiving pits. This is the rationale of adding an additional receiving pit into the main building. The internal infrastructure is already in place for the additional pit and will involve less handling of the grain compared to receiving at the annex.

Shown below is the proposed design of the receiving area that shows the roof over #6 receiving pit and the new receiving pit.



10. POJ Warehouse - Land Development - \$50,921

Phase I of this land development was completed in 2023 and included clearing 22.26 acres of land. The carryover amount is being used for a topographic survey and a drainage plan. This will be used in developing a plan for Phase II of the project.

11. New Grain Dryer and Storage Bins - \$4,283,272

The annual grain volumes at the Port continue to increase. The demand for grain drying services is also increasing and the current grain dryer is unable to meet the added demand. A new grain dryer would enable the Port to begin receiving wet corn at the beginning of the corn harvest when the demand is greatest. The annex is the ideal location for the new grain dryer as the majority of corn coming to the Port is stored at this location. The approval to proceed with the new grain dryer was granted at the January Port Management Committee meeting.



Minor Capital Projects – Below \$75,000

12. Install Auto lubricating system on Grain Trips - \$10,000

The grain trips are the machines that move up and down the conveyor belts and distribute the grain into the grain bins. They have several points that require regular lubrication. The object of this project is to automate the task in order that the trips receive the required lubrication at specific intervals. The expectation is that will lead to more trouble-free operation and less downtime.

13. New hydraulic cylinders for Scale Test - \$10,000

An additional set of cylinders for the quarterly scale tests so the employees do not have to carry them between the rail and marine scales.

14. New Steam and Weed for Weed Removal - \$40,000

The weeds that grow along the docks and buildings adjacent to the water cannot be treated with chemicals as in other areas of the Port due to their proximity to the water. The steam and weed machine is an environmentally friendly method of killing the weeds in the areas described above.

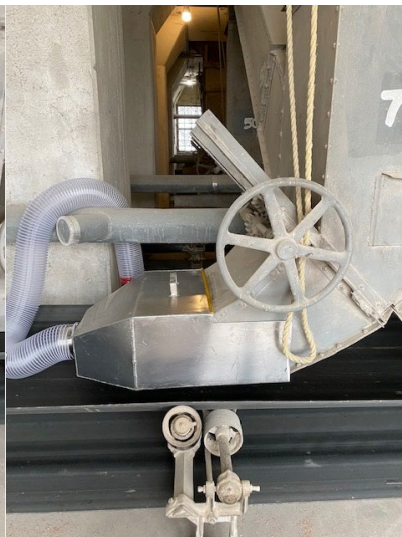
15. Dust System Upgrades - \$75,000

Housekeeping always presents challenges in a grain elevator due to the dusty nature of grain. The objective of this project is to reduce the amount of airborne dust. Adding additional trash gates to existing dust collection in basement. Fabricate boots for bin bottoms for bin cleaning and grain running (shown below). Fabricate dust hoods for loaders and trips on bin floor.

Before:



After:



16. Replacement parts for Scale Gates - \$10,000

The gates on the scales are used to control the outbound flow of grain out of the scales after weighing. This project is to acquire spare controllers for the scale gates.

17. New Spouting at Annex between diverter valve and conveyor to main building - \$15,000

The spouting described requires replacement due to normal wear and tear.

18. New motor and reducer for #8 Receiving Conveyor - \$6,500

#8 Receiving conveyor handles roughly 65% of the inbound shipments into the main building. The motor and reducer need replacement due to normal wear and tear. The objective is to complete the replacement to prevent a failure during the harvest season.

19. New Belt for Lofters #2 - \$32,500

The rubber belting on Lofters #2 (marine) is showing signs of significant wear and is being replaced as a preventative maintenance issue. This belt is more expensive than the marine lofters belts as they are slightly larger and have a higher capacity than the belts at the rail house.

20. Replacement of Aerators - \$50,000

The Port utilizes aerators in some of the bins in the main building to provide air movement for cooling of the grain to keep it in condition while in storage. The current aerator pipes were installed in the late 70's and early 80's. They are currently failing mainly due to age and use over the last 40 years. To date, several of the aerators have been replaced or repaired as required. The objective of the project is to continue with this work. There are approximately 30 aerators that need to be repaired or replaced over the next 5 to 7 years.

21. New Belt for Lofters #7 - \$27,500

The rubber belting on Lofters #7 (rail) is showing signs of significant wear and is being replaced as a preventative maintenance issue.

22. New Buckets for Lofters - \$40,000

Polyethylene buckets are attached to the lofters belts in order to elevate the grain to the scales. The buckets should be replaced whenever the belt is changed. This project will cover the purchase of the new buckets for both lofters #2 and #7.

23. New motor and reducer for Dryer Unload Table - \$6,500

The dryer unload table is the part of the dryer that controls the unload speed of the dryer. The motor and reducer need replacement due to normal wear and tear. The objective is to complete the replacement to prevent failure during the harvest season.

24. Replacement of the Existing Grain Probe - \$45,000

The grain probe is used at the grading station to take samples from the trucks delivering grain to the Port. The sample is then graded and has a grade assigned to it so that it may be unloaded and binned correctly. The current probe requires more frequent repairs due to normal wear and tear. This project will replace the probe with a new unit as a preventative maintenance initiative.



25. Rail Repair - \$75,000

The rail inspections have identified some rail ties at the track switches that need replacement. The ties in question are beginning to deteriorate due to normal wear and tear. The track switches allow the train to change the track they travel on and as such are high wear areas. In addition, the monthly track inspection has identified approximately 100 m of track that needs resurfacing which will be done at the same time.

26. New snow pusher for Telehandler - \$5,500

This will add the ability to the new telehandler to plow snow more effectively in the winter.



27. Raise Roof on Existing Garage - \$75,000

The Port is in need of covered storage to protect its equipment from the elements to increase its life span, especially the Trackmobile. In the past, the scale house at the annex has been used for storage but, the increased activity in this area has made this challenging. The current garage at the Port does not have the height to accommodate the Trackmobile. Therefore, this project will raise the roof on the existing garage so that the height will accommodate the Trackmobile to provide year-round covered storage for the unit.



28. New Coverall Storage of Equipment - \$75,000

The Port has a shortage of covered storage for its equipment. The Port needs covered storage to protect its equipment from the elements to increase the life span of the equipment. The Port has several pieces of equipment that remain outside year-round such as the tractor, large mower for the tractor, two Bobcats, and the conveyance. The new coverall will provide the required storage.

2024 Capital Budget - Major

Rev. 1 March 21, 2024

| Project No | Major Capital projects for 2024 - over \$75,000 | | | |
|-------------------------------------|--|--|---------------------|--|
| | Project | Type | 2024 | Description |
| 1 | Paving Projects | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 300,000 | Annual paving is required to keep up to repairs |
| 2 | Grain Elevator Concrete Repair Project - exterior basement walls | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 400,000 | Continue Concrete Repair Project - Basement |
| 3 | Spout repair for Shipping Area | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 100,000 | Replace spouting to truck loading spouts. Spout is starting to sag based on age and is slowing down the loading process. |
| 4 | Grain Elevator Bin Walls - Exterior covering | MAINTENANCE - PREVENTATIVE MAINT. | \$ 250,000 | Continue covering North side of building where 75% bins leaking |
| 5 | New Container Loading Spout | GROWTH - EXPANSION | \$ 300,000 | A new customer has provided a letter of intent wanting to load 50 sea containers each month at the Port. |
| 6 | Covered Storage - Bulk Cargo HarbourFront Dock | GROWTH - EXPANSION | \$ 1,250,000 | Construct covered storage for future cargo - Fertilizer business |
| Total Major Capital Projects | | | \$ 2,600,000 | |

2024 Capital Budget - Carryover

| Project No | Major Capital projects for 2024 - over \$75,000 - CARRYOVER | | | |
|---|---|--|---------------------|--|
| | Project | Type | 2024 | Description |
| 7 | Marina Waterfront - Shoreline repair and walkway | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 245,297 | Project awarded in 2023 and started in January 2024. Shoreline completed, Walkway to access boat pier - May/June 2024 |
| 8 | Generator - Repair | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 25,000 | Repair current generator |
| 9 | Track Shed - Repairs and modifications (Truck Receiving/Shipping) | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 2,300,000 | that floor should be taken out and reinstalled with a floor that will meet the demands placed upon it. Look at moving pit back to keep it sheltered from the weather. Pre engineering assessment |
| 10 | POJ Warehouse - Land Development - Survey and Drainage study | GROWTH - EXPANSION | \$ 50,921 | Complete Survey and Drainage study - Prepare Tender for Phase II |
| 11 | New Grain Dryer / Grain Storage Bin - Government Funding - Port's portion | GROWTH - EXPANSION | \$ 4,283,272 | 2024 Annex dryer. |
| Total Major Capital Projects - Carryover from 2023 | | | \$ 6,904,490 | |

2024 Capital Budget - Minor

| Project No | Minor Capital - Below \$75,000 | | | Description |
|-------------------------------------|--|--|-------------------|--|
| | Project | Type | Priority 2024 | |
| 12 | Install auto lubricators on trippers | MAINTENANCE - PREVENTATIVE MAINT. | \$ 10,000 | Improve the efficiency for lubrication |
| 13 | Hydraulic Cylinders for Scale test | MAINTENANCE - PREVENTATIVE MAINT. | \$ 10,000 | Safety concern - add additional cylinders |
| 14 | Steam'N' Weeds - environmentally safe weed control | MAINTENANCE - PREVENTATIVE MAINT. | \$ 40,000 | For removal of weeds around dock edge etc. - Much safer and efficient. |
| 15 | Dust system | MAINTENANCE - PREVENTATIVE MAINT. | \$ 75,000 | Gates for floor sweeps to reduce leakage loss. Improve belt sweeps and loader hoods |
| 16 | Replacement parts for scale gates | MAINTENANCE - REPLACE EQUIPMENT | \$ 10,000 | Spare parts for the new marine scale gate project that was completed 2023 |
| 17 | Annex Spout from diverter valve to annex to house conveyor | MAINTENANCE - REPLACE EQUIPMENT | \$ 15,000 | Needs replacing due to wear |
| 18 | New reducer and motor for 8 receiving conveyor | MAINTENANCE - REPLACE EQUIPMENT | \$ 6,500 | Needs replacing due to wear |
| 19 | Belt for marine loft 2 | MAINTENANCE - REPLACE EQUIPMENT | \$ 32,500 | Needs replacing due to wear |
| 20 | Replacement of Aerators | MAINTENANCE - REPLACE EQUIPMENT | \$ 50,000 | Continue to replace aerators as they fail. Current aerators were installed in 70's and 80's. They are beginning to corrode and collapse which renders them ineffective in drawing air through the grain. This amount is for 10 aerators. |
| 21 | New belt for loft 7 | MAINTENANCE - REPLACE EQUIPMENT | \$ 27,500 | Needs replacing due to wear |
| 22 | New buckets for lofts 2 and 7 | MAINTENANCE - REPLACE EQUIPMENT | \$ 40,000 | New buckets for loft belt replacement (Approx. 1450) |
| 23 | Reducer and motor for dryer unloading turntable | MAINTENANCE - REPLACE EQUIPMENT | \$ 6,500 | Needs replacing due to wear |
| 24 | Replace probe at existing probe station - QC | MAINTENANCE - REPLACE EQUIPMENT | \$ 45,000 | 20 year old probe requires replacement |
| 25 | Rail Repair | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 75,000 | Rail ties for switches. Width Gauge at KD85 |
| 26 | Snow pusher for new Telehandler | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 5,500 | For snow removal |
| 27 | Upgrade existing garage | GROWTH - EXPANSION | \$ 75,000 | Upgrade building for larger door for Trackmobile storage. Also gives maintenance building to do maintenance in. |
| 28 | New coverall storage for equipment | GROWTH - EXPANSION | \$ 75,000 | Coverall to store equipment/materials in. |
| Total Minor Capital for 2024 | | | \$ 598,500 | |

| | |
|---|----------------------|
| Total Capital 2024 (Major + Major Carryover + Minor Capital) | \$ 10,102,990 |
|---|----------------------|

| Cash Flow 2024 | |
|---|-----------------|
| Current Operating Account as of Feb. 29, 2024 | \$ 9,052,518 |
| Investments as of Feb. 29, 2024 | \$ 6,376,319 |
| 2024 budgeted surplus | \$ 4,700,000 |
| Total \$\$ - not including bank interest | \$ 20,128,837 |
| Capital funds required for 2024 | \$ (10,102,990) |
| Remaining funds - Operating Account / Investments | \$ 10,025,847 |

2024 Capital Identified - 5 Year Forecast

| Project No | Future Capital Identified for 2025 to 2029 - Five Year Forecast | | | Description |
|------------|---|--|-----------------|---|
| | Project | Type | 5 year Estimate | |
| | Grain spouting in building | MAINTENANCE - PROPERTY - Land, Structures, and Equipment - Annual work | \$ 250,000 | Replace grain spouting throughout the building that is worn out. It would also allow new materials in high impact areas to increase the life span of the spouts. |
| | Elevator and office Roof Repair | MAINTENANCE - PROPERTY - Land, Structures, and Equipment - Annual work | \$ 375,000 | Ongoing project to ensure roof remains water tight. A leaking roof could lead to grain quality issues as well as structural issues. |
| | Paving Projects - Continual Maintenance | MAINTENANCE - PROPERTY - Land, Structures, and Equipment - Annual work | \$ 1,250,000 | Annual paving is required to keep up to repairs |
| | Rail Repair | MAINTENANCE - PROPERTY - Land, Structures, and Equipment - Annual work | \$ 250,000 | Rail ties for switches. Width Gauge at KD85 |
| | Dust System | MAINTENANCE - PREVENTATIVE MAINT. | \$ 375,000 | Replacement parts required to maintain efficiency of dust system. This is important in controlling dust to prevent bug infestations grain elevator potential fire hazards |
| | Grain Elevator Bin Walls - Exterior covering | MAINTENANCE - PREVENTATIVE MAINT. | \$ 2,500,000 | This is a 5 year project to seal our bins walls to protect the quality of the grain. |
| | Electrical Feeders | MAINTENANCE - PREVENTATIVE MAINT. | \$ 1,000,000 | Electrical feeders will require replacement in the next 5 years. There is one in the marine and 2 in the rail house. |
| | Grain Elevator Concrete Repair Project - exterior basement walls | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 1,200,000 | This is a 4 year project to replace the concrete that is over 85 years old and is experiencing spalling |
| | Repair Port Dock - Includes RO RO barge unloading (\$634,000) 2026-2027 | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 8,217,000 | The Port dock requires repairs. Recommend within 2 to 4 years. Engineering Report to follow 2nd qtr |
| | Repair Elevator Dock - Rock Berm (2026-2027) | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 850,000 | A berm will be place along bottom of Grain Elevator dock. Recommend 2 to 4 years. Engineering report to follow 2nd qtr. |
| | Replace current Grain Dryer | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 2,500,000 | Review condition - estimated 2029 |
| | Replace Bobcat (one left to replace in 2025) | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 400,000 | Current bobcats are over 30 years old and are in need of replacement. Need to identify best options that will most benefit operations at the Port. |
| | Removal of Old Marine Towers | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 1,500,000 | Three of the towers are no longer used.- Review steel pricing and wait for increase in scrap steel. |
| | Conveyor Belt | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 250,000 | Replace worn out conveyor belts |

| Project No | Future Capital Identified for 2025 to 2029 - Five Year Forecast Cont'd. | | | |
|-----------------------------|---|--|----------------------|---|
| | Project | Type | 5 year Estimate | Description |
| | Grain oil additive to reduce grain dust | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 50,000 | Further research is required |
| | Salt Management - Retention Pond | MAINTENANCE - PROPERTY - Land, Structures, and Equipment | \$ 1,000,000 | Potential reg changes |
| | Automate basement bin valves | GROWTH - AUTOMATION | \$ 1,000,000 | Phase II - Automate approx. 15 bin valves in basement to facilitate extended vessel loading hours |
| | Grain Grading/Quality Lab with Automated probing + widen road | GROWTH - AUTOMATION | \$ 1,000,000 | Improve efficiency and customer service |
| | Grain transfer System | GROWTH - AUTOMATION | \$ 1,000,000 | A system designed to transfer grain from the east section of the elevator to the west section of the elevator |
| | Expand Rail to Uplands II | GROWTH - EXPANSION | \$ 3,000,000 | Based on receiving grant and future steel loading |
| | Land Development - Phase III,IV,V - 15 acres | GROWTH - EXPANSION | \$ 3,000,000 | Develop additional area for future business |
| | Additional Grain Bin for storage | GROWTH - EXPANSION | \$ 3,000,000 | Increase grain storage capacity |
| | Security Cameras / Fencing | GROWTH - EXPANSION | \$ 300,000 | Security fencing and cameras to cover more of the property |
| | Minor Capital over 5 yrs at \$450k pr year | Minor Capital (Projects under \$75k each) | \$ 2,250,000 | Annual Minor capital over a five year period |
| Total 5 year outlook | | | \$ 29,317,000 | |

| Forecasted Cash Requirements 2025-2029 | |
|--|-----------------|
| Projected surplus - based on \$4.5 million x 5 years | \$ 22,500,000 |
| Remaining Funds based on 2024 capital budget | \$ 10,025,847 |
| Total Funds available - Not including bank interest | \$ 32,525,847 |
| Total Projected future spending 2025-2029 | \$ (29,317,000) |
| Net Projected \$\$\$ Remaining | \$ 3,208,847 |

| Summary of Projected Spending 2024-2029 | 2024 | 2025-2029 |
|---|---------------|---------------|
| Capital \$\$ - GROWTH | \$ 4,484,193 | \$ 11,300,000 |
| Capital \$\$- MAINTENANCE | \$ 5,618,797 | \$ 18,017,000 |
| Total | \$ 10,102,990 | \$ 29,317,000 |

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

COPY

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

- March 3, 2024
- March 6, 2024
- March 19, 2024

☐ 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*

March 3rd, 2024

| FROM | DATE | SUBJECT |
|-------------------|--------|---|
| AMO | Feb 22 | Watchfile |
| Spencerville Mill | " | Spencerville Mill News Release |
| MECP | " | Comprehensive Environmental Assessment Projects Regulation |
| AMO | Feb 23 | Policy Update |
| SNC | Feb 26 | Invitation – SNC 2024 Annual General Meeting |
| TWP of Augusta | " | Mayor's Breakfast - Invite Poster 2024 |
| Frontenac County | " | RES: Support Bill C-310 & Amendments to Income Tax Act |
| GOHBA | " | Eastern Ontario Housing Summit |
| UCLG | Feb 27 | 2024 LG–Thousand Islands and Rideau Lakes Business Survey |
| TWP of Puslinch | " | RES: Social and Economic Prosperity Review |
| Health Unit | " | Media Release: Measles Vaccine and March Break Travel |
| UCLG | Feb 28 | The Leeds and Grenville Affordable Housing Development Lab |
| AMO | Feb 29 | Watchfile |
| Health Unit | " | Media Release: HU Safety - April 8 solar eclipse |
| Town of Prescott | " | RES: Digital Service Squad; Prosperity Review; & Carbon Tax |
| UCLG | Mar 1 | Notice of Decision - TWPEC Official Plan Amendment No. 2 |
| SNC | " | Cost-apportioning - Final Programs & Services Inventory |
| UCLG | " | Leeds and Grenville Media Release – March 1, 2024 |

RESUMÉ

of *correspondence*

March 6th, 2024

FROM

DATE

SUBJECT

Health Unit

Mar 5

Media Release: HU Promotes Dietitians during Nutrition Month

UCLG

"

Economic Development eNews – Mar 5, 2024

Health Unit

Mar 6

Media Release: Let's Talk Ticks

RESUMÉ

of correspondence

March 19th, 2024

| FROM | DATE | SUBJECT |
|----------------------------|--------|---|
| Tay Valley TWP | Mar 6 | Request - Growing Concern of Cemetery Transfers |
| AMO | Mar 7 | Watchfile |
| Georgian Bay TWP | " | RES: Support Bill C-310/Amendments to the Income Tax Act |
| Health Unit | Mar 8 | HU's Kemptville Service Site to open to the public March 18 th |
| Town of Goderich | " | RES: Return to Combined ROMA & OGRA Conferences |
| Town of Goderich | " | RES: Return to Combined ROMA & OGRA Conference - update |
| Town of Cobourg | Mar 11 | RES: Affordability of Water and Wastewater Systems |
| Health Unit | Mar 12 | Media Release: HU updates community about toxic drug supply |
| Raisin Region Conservation | Mar 13 | Calling all Farmers - Partake in the Agri-Action Lunch & Learn |
| Health Unit | " | Eclipse Information for Municipalities |
| TWP of Lanark Highlands | Mar 14 | RES: Expanding the Life of Fire Apparatus |
| AMO | " | Watchfile |
| Albert Tutecky | " | Resident Letter: Closure of Tutecky Rd |
| TWP of Puslinch | " | RES: Enbridge Gas Follow-Up |
| Town of Bracebridge | " | RES: New Provincial-Municipal Fiscal Framework |
| SBCC | Mar 15 | Newsletter |
| SGCC | Mar 18 | Newsletter |
| Loyalist TWP | " | Amend Blue Box Regulation for 'Ineligible' Sources |
| UCLG | Mar 19 | Economic Development eNews March 19, 2024 |
| AMO | Mar 19 | Provincial Government Advocacy Ahead of 2024 Budget |

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024-_____

Moved By: _____

Seconded By: _____

COPY

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

- | | |
|---------------------------------------|--------------|
| • Report dated February 26 (2024-035) | \$99,290.58 |
| • Report dated February 28 (2024-036) | \$148,684.37 |
| • Report dated March 18 (2024-041) | \$764,164.12 |
| • Report dated March 21 (2024-042) | \$311,183.09 |
| • Report dated March 21 (2024-043) | \$220,994.64 |

TOTAL: \$1,544,316.80

☐ 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
List of Accounts for Approval
Batch: 2024-00035 to 2024-00035

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|---|-----------|-------------------------------------|----------------|----------------|
| PP - | 324 Technology Inc | | | | |
| | 2140 | | Adm-Eclipse 2024 | 248.60 | 248.60 |
| PP - | Acklands-Grainger Inc. | | | | |
| | 995495112 | | fd- pager batteries | 49.63 | 49.63 |
| PP - | AtkinsRealis Canada Inc | | | | |
| | 1681880 | | storm-cty rd 2 compaction testing | 4,946.58 | 4,946.58 |
| PP - | Brandt Tractor Ltd | | | | |
| | CS53293 | | pw- T6- PM maintenance | 1,365.88 | |
| | CS53313 | | pw-T20-03-PM inspection | 1,027.03 | |
| | CS53317 | | pw-T19-04 PM inspection | 238.32 | |
| | CS53312 | | pw- T20-08 PM Maintenance | 1,595.63 | |
| | CS53322 | | pw -T7-PM inspection | 2,145.88 | |
| | CP213655 | | pw-stock led lamp/T5-led lamp | 56.44 | |
| | CP213659 | | pw- volvo batteries | 863.82 | |
| | CP213661 | | pw - volvo battery return | -851.91 | |
| | CP213662 | | pw -volvo batteries | 1,019.55 | 7,460.64 |
| PP - | Burchell's Home Hardware | | | | |
| | 48902 | | wwtp/wtp- plumbing supplies | 271.32 | 271.32 |
| PP - | Chris LeBlanc | | | | |
| | Feb 2024 | | pw- course expense | 1,254.30 | 1,254.30 |
| PP - | Cleary Feed & Seed | | | | |
| | 3793 | | pw-T-posts -bump signs | 198.43 | 198.43 |
| PP - | Culligan Water | | | | |
| | 93821TM | | fd- Stn # 1 water | 59.62 | |
| | 38207TN | | fd- Stn # 1 water | 59.62 | 119.24 |
| PP - | Electro Sonic Group Inc. | | | | |
| | A100GD-02 | | es -chemical flow meter batteries | 148.89 | 148.89 |
| PP - | Groeneveld-BEKA Canada Inc | | | | |
| | 0506650223 | | pw shop supplies grease | 651.84 | 651.84 |
| PP - | HGC Management Inc | | | | |
| | 52022 | | w/d contract collection Jan 2024 | 32,746.45 | 32,746.45 |
| PP - | HW Supplies Inc | | | | |
| | 22000009880 | | pw -clevis hook - stock | 17.11 | |
| | 22000009996 | | pw- brush head - grease fittings | 31.59 | 48.70 |
| PP - | Hach Sales & Service Canada Lt | | | | |
| | 344231 | | wtp - photometer | 10,187.40 | 10,187.40 |
| PP - | Howard Campbell & Sons Ltd. | | | | |
| | MR2119 | | w/d portable rental transfer site | 150.00 | 150.00 |
| PP - | Jewell Engineering | | | | |
| | 00119077 | | storm-Cty rd 2- prof services Jan 2 | 4,429.60 | 4,429.60 |
| PP - | King Edward Auto Parts | | | | |
| | 6029-248982 | | pw- washer fluid/antifreeze | 175.47 | |
| | 6029-248985 | | pw-fluid film - stock | 325.17 | |
| | 6029-249044 | | pw-H1 magnetic heater | 114.73 | 615.37 |
| PP - | Local Authority Services Ltd. | | | | |
| | MGBP000005749 | | adm-paper clips/paper/binders | 66.80 | |
| | MGBP000005771 | | adm-binders and paper clips | 38.83 | |
| | MGBP000005773 | | pw- telephone stand | 93.78 | 199.41 |
| PP - | Mac's Convenience Store Inc. | | | | |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00035 to 2024-00035

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|-------------------------------------|-----------|-----------------------------------|--------------------------|----------------|
| | | 145772 | pw-T1-fuel (rec truck) | 106.00 | |
| | | 145779 | wwtp-fuel | 88.80 | |
| | | 145780 | pw- T1- fuel (rec) | 100.00 | |
| | | 145783 | wtp-fuel | 90.27 | |
| | | 145786 | pw- T1-fuel (rec) | 109.01 | |
| | | 145788 | pw- T22-01 fuel | 113.00 | |
| | | 145785 | pw- T22-01 fuel | 100.00 | |
| | | 145789 | pw- T22-01 fuel | 85.00 | |
| | | 145793 | | 87.00 | |
| | | 145794 | | 106.00 | |
| | | 145796 | wmpss - fuel | 105.30 | 1,090.38 |
| PP - | Mike Spencer | | | | |
| | Feb 2024 | | Rec- Canteen supplies | 1,518.85 | 1,518.85 |
| PP - | Postmedia Network Inc | | | | |
| | 901287 | | adm- weekly ad | 214.79 | 214.79 |
| PP - | Seaway Doors Ltd. | | | | |
| | 38706 | | garage door repairs | 415.84 | 415.84 |
| PP - | South Grenville Chamber of | | | | |
| | 401 | | Professional Membership | 198.00 | 198.00 |
| PP - | South Nation Conservation | | | | |
| | IN28099 | | planning- snc review of SNM 2-8 C | 1,190.00 | 1,190.00 |
| PP - | Spencerville Home Hardware | | | | |
| | 85233 | | w/d - garbage bags | 7,767.62 | |
| | 85242 | | lagoon-supplies | 98.30 | |
| | 85275 | | ad- filters small systems | 79.63 | |
| | 85281 | | pw- cord | 186.44 | |
| | 85282 | | pw - vacuum hose | 28.24 | 8,160.23 |
| PP - | Squires, Annika | | | | |
| | 01 2024 | | Rec- Aquatic Course | 158.20 | 158.20 |
| PP - | Strongco Limited Partnership | | | | |
| | 92442937 | | pw- volvo-oring and hoses | 5,739.85 | 5,739.85 |
| PP - | Tenaquip Ltd. | | | | |
| | 15874757-00 | | es - protective eyewear | 52.03 | |
| | 15857304-00 | | lagoon- screw pin anchors | 102.03 | 154.06 |
| PP - | Ultramar | | | | |
| | 05466141707373 | | pw-1268.5L Clear diesel-Dish | 2,184.09 | |
| | 03916792707374 | | pw-2542.5L Color diesel-Cty Rd 2 | 4,209.56 | |
| | 03916804707375 | | pw-3568.40L Clear diesel-Cty Rd 2 | 6,109.74 | 12,503.39 |
| PP - | Waste Connections of Canada | | | | |
| | 7150-0000437967 | | Bin Collection | 1,849.77 | |
| | 7150-0000438640 | | Sludge Removal | 348.90 | 2,198.67 |
| PP - | Westburne Ontario | | | | |
| | 3702903 | | wtp-batteries | 239.95 | |
| | 3702909 | | wwtp - fuses stock | 448.57 | 688.52 |
| PP - | White's Wearparts Ltd. | | | | |
| | 0000142865 | | pw-T20-08 /T7 cable tire chains | 1,333.40 | 1,333.40 |
| | | | | Total Proposed Payments: | 99,290.58 |

Total EFT: 99,290.58

Date Printed
2/26/2024 3:40 PM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00035 to 2024-00035

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Certified Correct This Monday, February 26, 2024

A handwritten signature in black ink, appearing to be 'SN' with a dot, written over a horizontal line.

Sean Nicholson, Treasurer

A handwritten signature in blue ink, appearing to be 'Dave Grant', written over a horizontal line.

Dave Grant, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00036 to 2024-00036

Bank Code - PAD - Preauthorized Debit

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|--------------------------|---|-----------------|---------------------------------|----------------|----------------|
| PP - | Bell Canada | | | | |
| | | 658-2141 02-24 | spencerville arena | 131.59 | |
| | | 658-3001 02-24 | fd/pw- phone split | 152.93 | |
| | | 658-3055 02-24 | admin | 485.38 | |
| | | 536626539 02-24 | Cardinal Arena internet | 56.44 | |
| | | 546532571 02-24 | Rec- Bell Internet J.Town | 132.15 | 958.49 |
| PP - | Eastlink | | | | |
| | | 21291402 | pw/fd phone | 219.91 | 219.91 |
| PP - | Hydro One Networks Inc. | | | | |
| | | 03768 01-24 | ball diamond | 32.57 | |
| | | 16052 01-24 | johnstown pool | 125.03 | |
| | | 77395 12-24 | south centre | 296.37 | |
| | | 64439 01-24 | wwtp-3207 Windmill | 2,586.29 | |
| | | 10647 02-24 | pw-Pittston Shop | 723.27 | |
| | | 14330 02-24 | St Lights Var Feb 2024 | 997.12 | |
| | | 18196 02-24 | lagoon-2301 RD 21 | 309.38 | |
| | | 62670 02-24 | wwtp-flett st | 46.87 | |
| | | 25495 02-24 | spencerville library | 177.71 | |
| | | 71283 02-24 | lagoon- 1 Spencer | 565.03 | |
| | | 03696 02-24 | fd stn 1 | 858.95 | 6,718.59 |
| PP - | Life Works Morneau Shepell | | | | |
| | | 2064297 | EFAP-Jan-Jun 2023 | 956.66 | 956.66 |
| PP - | Pitney Bowes | | | | |
| | | 3202314901 | Postage Machine Qtr Lea Jan-Feb | 440.53 | 440.53 |
| PP - | Receiver General For Canada | | | | |
| | | PP 3 2024 PT | PP 3 2024 PT source deduction | 3,974.29 | |
| | | PP 3 2024 FT | PP 3 2024 FT source deductions | 32,401.37 | 36,375.66 |
| PP - | Reliance Home Comfort | | | | |
| | | 4422619 02-24 | rec hot water heater rental | 251.31 | 251.31 |
| PP - | Royal Bank Visa | | | | |
| | | 2095 01-24 | R.Williams RBC visa Jan 2024 | 4,038.19 | |
| | | 2113 01-24 | S.Nicholson Jan 2024 | 4,135.59 | |
| | | 5988 01-24 | G Shaw RBC visa Jan 2024 | 542.00 | |
| | | 2745 02-24 | B. Moore RBC Visa Feb 2024 | 679.36 | 9,395.14 |
| PP - | Scotiabank | | | | |
| | | Feb 19, 2024 | Recreation Truck Loan Payment | 476.46 | 476.46 |
| PP - | Superior Propane | | | | |
| | | 47866889 | rec - 4050 Dishaw St | 91.51 | |
| | | 47724336-01 | 22 Sloan Street | 91.51 | |
| | | 47944935 | 6055 County Rd #44 | 1,641.86 | |
| | | 47944934 | 5 Henderson St | 434.29 | 2,259.17 |
| PP - | Telus Mobility | | | | |
| | | 16215291185 | Feb 2024 Corporate Account | 1,188.55 | 1,188.55 |
| PP - | Township of Edwardsburgh/Cardi | | | | |
| | | PP 04 2024 | PP 04 2024 Payroll Clearing | 81,159.76 | 81,159.76 |
| PP - | Workplace Safety & Insurance | | | | |
| | | Jan 2024 | Jan 2024 Premium | 8,284.14 | 8,284.14 |
| Total Proposed Payments: | | | | | 148,684.37 |

Date Printed
2/28/2024 10:07 AM

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00036 to 2024-00036

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Total PAD: 148,684.37

Certified Correct This Wednesday, February 28, 2024



Sean Nicholson, Treasurer



Dave Grant, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|--------------------------------------|-------------------------------------|------------|----------------|----------------|
| PP - | Abell Pest Control Inc. | | | | |
| | A5537139 | Monthly pest control | 89.24 | | |
| | A5561584 | Monthly Pest Control | 92.02 | | |
| | A5660753 | Monthly pest control | 89.24 | | 270.50 |
| PP - | Acklands-Grainger Inc. | | | | |
| | 9027114439 | es-mobile lift card sani & Spen WV | 693.33 | | |
| | 9030576384 | wwtp-mini cam locks | 15.37 | | |
| | 9032943236 | wwtp- cam lock | 34.08 | | 742.78 |
| PP - | Alarm Systems - Brockville | | | | |
| | 1502618 | wwtp-video installation equipment | 3,684.10 | | |
| | 1502287 | rec- security | 176.56 | | |
| | 1502620 | wtp-install security equipment upgr | 1,268.94 | | |
| | 1499887 | adm-monitoring annual | 271.20 | | |
| | 1499888 | fd- stn # 1 -monitoring fees 2024 | 406.80 | | |
| | 1502815 | pw- Pittston Shop door contract rej | 380.25 | | 6,187.85 |
| PP - | Ann Shorey | | | | |
| | Mar 2024 | fd- post station tour lunch | 187.13 | | 187.13 |
| PP - | AtkinsRealis Canada Inc | | | | |
| | 1697150 | pw- Cty Rd 2 Compation testing | 6,102.00 | | 6,102.00 |
| PP - | BFL Canada Risk and Insurance | | | | |
| | 719511 | Finance - Insurance 2024 | 349,530.32 | | 349,530.32 |
| PP - | Brandt Tractor Ltd | | | | |
| | CS53323 | pw - T6 hanger bearing repairs | 3,204.01 | | |
| | CS53328 | pw- T5-PM maintenance | 2,024.46 | | |
| | CS53338 | pw- T5-oil leak brake light repairs | 927.97 | | |
| | CS53358 | pw - T5-brake lights repairs | 1,358.94 | | 7,515.38 |
| PP - | Burchell's Home Hardware | | | | |
| | 49183 | pw- spray paint /supplies | 293.83 | | |
| | 49190 | fd- light bulbs/painting supplies | 113.94 | | 407.77 |
| PP - | CGIS Spatial Solutions | | | | |
| | 45383 | Building-CGIS | 2,055.84 | | 2,055.84 |
| PP - | CIMCO Refrigeration | | | | |
| | 90908288 | rec- overhaul compressor #2 | 14,447.05 | | 14,447.05 |
| PP - | Caduceon Enterprises Inc. | | | | |
| | I24-002749 | wtp-testing | 1,326.17 | | |
| | I24-002750 | ind park testing | 223.91 | | |
| | I24-002751 | wwtp - testing | 262.67 | | |
| | I24-002752 | lagoon - testing | 95.67 | | |
| | I24-002753 | wwtp-testing | 1,970.27 | | 3,878.69 |
| PP - | Canadian Union Of Public | | | | |
| | Mar 2024 | Feb 2024 Union dues collected | 740.00 | | 740.00 |
| PP - | Clean Water Works Inc. | | | | |
| | W39276 | lagoon/es-cleaned pump stations | 2,341.70 | | 2,341.70 |
| PP - | Coca-Cola Refreshments Canada | | | | |
| | 40189149004 | Rec-Canteen purchases | 803.12 | | 803.12 |
| PP - | Compass Minerals Canada | | | | |
| | 1295026 | pw-salt tender | 9,856.78 | | |
| | 1289319 | pw - winter salt tender | 8,970.81 | | |
| | 1303911 | pw- winter salt | 9,230.70 | | 28,058.29 |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

PROPOSED PAYMENTS

| Payment # | Vendor Name Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|---|------------------------------------|----------------|----------------|
| PP - | Coville Electric 6557 | rec-arena hydro outage repairs | 1,327.65 | 1,327.65 |
| PP - | Culligan Water FCE6655a | ind park softner repairs | 46.54 | 46.54 |
| PP - | David S Grant Feb 2024 | trade show bags/otter box case ipt | 936.17 | 936.17 |
| PP - | Davie Deline Feb 2024 | Cleaning Services for Feb 2024 | 1,050.00 | 1,050.00 |
| PP - | Drummond's Gas 2530358 | fd-T9- fuel | 89.00 | |
| | 2530396 | fd-T9-fuel | 116.00 | |
| | 2530398 | rec- truck fuel | 115.83 | |
| | 2530409 | pw-T19-01 fuel | 67.01 | |
| | 2530416 | fd- P1-fuel | 116.65 | |
| | 2530442 | fd-T9-fuel | 86.00 | |
| | 2530445 | fd-T8-fuel | 64.00 | |
| | 2530458 | pw- T19-01-fuel | 106.00 | |
| | 2530464 | fd- T8-fuel | 110.16 | |
| | 2530477 | rec- truck fuel | 130.00 | |
| | 2530509 | pw- T19-01 - fuel | 134.01 | |
| | 2530514 | rec- truck fuel | 116.08 | |
| | 2530519 | fd- fuel | 74.62 | |
| | 2530523 | fd- P1-fuel | 40.23 | 1,365.59 |
| PP - | Emond Harnden LLP 249266 | Admin - succession planning | 358.78 | |
| | 249267 | Admin - succession planning | 164.42 | |
| | 249268 | Admin - succession planning | 7,608.86 | 8,132.06 |
| PP - | Extend Communications 2403-17131 | rec - answer service | 188.51 | 188.51 |
| PP - | Fire Marshal's Public Fire IN164856 | fd- publication | 200.23 | |
| | IN164857 | fd- fire prev materials | 356.43 | 556.66 |
| PP - | Future Office Products FOP222531 | Monthly Contract Charge | 397.31 | 397.31 |
| PP - | G T Automotive 04952 | es - oil change truck | 123.84 | |
| | 049701 | pw- T22-01-oil change | 111.80 | |
| | 049707 | rec- 2542 used filler | 367.25 | 602.89 |
| PP - | GAL Power Systems Ottawa Ltd 116635 | wtp- generator repairs | 1,372.95 | 1,372.95 |
| PP - | Goldsmith Saw 1991184 | rec-blades | 502.85 | 502.85 |
| PP - | Gordon Signs 2015 | adm-facility signs - HWC | 474.60 | 474.60 |
| PP - | Grand & Toy U666749 | adm-kitchen supplies | 45.37 | 45.37 |
| PP - | Greer Galloway Consulting Eng 28725 | Plan/sub- lockmaster peer review | 2,342.72 | 2,342.72 |
| PP - | HGC Management Inc 52355 | w/d contract collection Feb 2024 | 32,746.45 | 32,746.45 |
| PP - | HW Supplies Inc | | | |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|---|---------------|--------------------------------------|----------------|----------------|
| | | 2200000057402 | pw- adapters | 56.68 | |
| | | 220000008278 | pw- impact socket/adapters | 71.36 | |
| | | 220000008303 | pw-shop supplies | 58.65 | |
| | | 220000009523 | pw- brushhead-re/re bearings | 4,408.50 | |
| | | 2200000055224 | pw- nuts/bolts | 32.77 | |
| | | 220000010054 | pw- shop supplies | 9.76 | |
| | | 220000010228 | pw-hydraulic oil /discs | 430.55 | |
| | | 220000010249 | pw-hydraulic oil | 427.29 | 5,495.56 |
| PP - | Hach Sales & Service Canada Lt | | | | |
| | | 341830 | wtp-chlorine | 570.65 | |
| | | 345383 | wtp -stopper | 60.57 | |
| | | 346269 | wtp-gel probe | 762.75 | 1,393.97 |
| PP - | Hansler Smith Limited | | | | |
| | | 5778242 | rec-cleaning supplies | 405.16 | 405.16 |
| PP - | Ignite Printing | | | | |
| | | 233365 | fd-Table cloths | 161.59 | 161.59 |
| PP - | Industrial Electrical | | | | |
| | | 4178 | wtp- power supply repairs | 1,559.68 | |
| | | 4188 | wtp/wwtp- control valve/selector sv | 491.55 | 2,051.23 |
| PP - | J. Quattrocchi & Co Ltd | | | | |
| | | 00806558 | rec- canteen supplies | 497.80 | |
| | | 00807141 | rec- canteen supplies | 569.78 | |
| | | 00808379 | rec-canteen purchases | 1,461.96 | 2,529.54 |
| PP - | Joe Computer | | | | |
| | | 197385 | Internet | 138.99 | |
| | | 198899 | Internet | 138.99 | 277.98 |
| PP - | John Buffet | | | | |
| | | 346 | Bylaw- Feb 2024 | 1,620.00 | 1,620.00 |
| PP - | John Dobbie | | | | |
| | | Feb 2024 | fd - dz medical | 175.00 | 175.00 |
| PP - | John Henry | | | | |
| | | Feb 2024 | fd-fire prev- mileage - Feb | 39.06 | 39.06 |
| PP - | Kenneth Sloan | | | | |
| | | Mar 2024 | pw- eye glassess dependent Charl | 350.00 | 350.00 |
| PP - | King Edward Auto Parts | | | | |
| | | 6029-249682 | pw-shop supplies | 132.41 | |
| | | 6029-249762 | pw-nuts/bolts/washers | 270.18 | |
| | | 6029-249760 | pw- grease as listed | 1,015.82 | 1,418.41 |
| PP - | Lifesaving Society | | | | |
| | | S038393 | rec-Affiliation Fee | 420.00 | |
| | | 219910 | rec- program supplies | 225.00 | 645.00 |
| PP - | Limerick Environmental Svcs | | | | |
| | | 2023-3766 | bin pickup transfer site | 2,335.99 | 2,335.99 |
| PP - | Local Authority Services Ltd. | | | | |
| | | MGBP000005791 | fd/pw-printer paper | 66.80 | |
| | | MGBP000005847 | adm-flash drive, letter pads, post n | 72.50 | 139.30 |
| PP - | MRC Insulation | | | | |
| | | Feb 5/24 | adm-air gap sealing | 881.47 | 881.47 |
| PP - | Mac's Convenience Store Inc. | | | | |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|--|------------|-------------------------------------|----------------|----------------|
| | | 145782 | rec-truck fuel | 143.05 | |
| | | 145784 | rec- truck fuel | 115.53 | |
| | | 145791 | wtp-fuel | 101.45 | |
| | | 145792 | wwtp-fuel | 91.13 | |
| | | 145790 | rec- truck fuel | 87.08 | |
| | | 145795 | pw- T19-01 fuel | 115.10 | |
| | | 145797 | fd- T9 fuel | 118.00 | |
| | | 145800 | wtp -fuel | 100.08 | |
| | | 145801 | pw-T22-01 fuel | 104.00 | |
| | | 145802 | wwtp -fuel | 56.10 | |
| | | 145806 | pw- T22-01-fuel | 103.01 | |
| | | 145804 | lagoon fuel | 71.00 | |
| | | 145808 | rec-truck fuel | 113.00 | |
| | | 145807 | lagoon-fuel | 60.30 | |
| | | 145810 | fd-T9-fuel | 101.00 | |
| | | 145812 | pw- T22-01-fuel | 99.00 | |
| | | 145813 | wtp- fuel | 88.78 | |
| | | 145814 | ind park fuel | 52.62 | |
| | | 145816 | rec-truck fuel | 149.15 | |
| | | 145815 | wmpss fuel | 103.18 | |
| | | 145817 | wwtp-fuel | 63.89 | |
| | | 145819 | pw- T22-01 fuel | 107.00 | |
| | | 145823 | fd-T9-fuel | 112.00 | |
| | | 145824 | pw- T22-01 fuel | 89.00 | 2,344.45 |
| PP - | Mark's Commercial | | | | |
| | | 90031388 | wwtp/wtp-safety Boots A. Campbe | 315.26 | 315.26 |
| PP - | Marley Perrin | | | | |
| | | Jan 2024 | Jan 2024 Cleaning | 600.00 | |
| | | Feb 2024 | Feb 2024 Cleaning | 600.00 | 1,200.00 |
| PP - | Mike Spencer | | | | |
| | | March 2024 | Eye Glasses -M. Spencer | 439.98 | 439.98 |
| PP - | Morrisburg Plumbing & Heating | | | | |
| | | 27519 | es-HVAC repair | 145.77 | |
| | | 281101 | wwtp-air handler repair | 291.54 | |
| | | 28189 | pw-pittston shop plumbing | 4,391.27 | 4,828.58 |
| PP - | Novatech | | | | |
| | | 1037767 | adm/planning - general planning | 2,219.61 | |
| | | 1037768 | adm/plan-planning fees for ELC lai | 1,045.26 | |
| | | 1037769 | adm/plan-planning fee for Polite re | 1,113.91 | 4,378.78 |
| PP - | O'Reilly's Independent Grocer | | | | |
| | | 06 8070 | fd- training exp | 75.89 | 75.89 |
| PP - | Ontario One Call | | | | |
| | | 202455441 | pw -locates Feb 2024 | 130.70 | 130.70 |
| PP - | PSD Citywide Inc | | | | |
| | | 20772 | adm-citizen request portal sup | 1,934.15 | 1,934.15 |
| PP - | Poppa Corn Corp. | | | | |
| | | 352480 | rec-canteen supplies | 718.68 | 718.68 |
| PP - | Porter, Rachel | | | | |
| | | Mar 2024 | rec-gas for ORFA Course Mileage | 171.12 | 171.12 |
| PP - | Postmedia Network Inc | | | | |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|---|-------------|------------------------------------|----------------|----------------|
| | | 901856 | adm- agenda adv | 214.79 | |
| | | 902412 | adm-agenda adv | 214.79 | |
| | | 908039 | adm- weekly ad | 214.79 | 644.37 |
| PP - | Purolator Courier Ltd. | | | | |
| | | 455570318 | wwtp-parts/adm-reg gen/v.cucman | 27.33 | |
| | | 455628999 | adm- reg gen | 15.04 | |
| | | 455680036 | Adm-Reg Gen/wwtp-parts-courier | 21.19 | 63.56 |
| PP - | R & D Dairies Ltd | | | | |
| | | 999.B234440 | Rec Canteen supplies | 38.20 | |
| | | 999.B234929 | Rec Canteen supplies | 65.34 | 103.54 |
| PP - | Rideau St. Lawrence Utilities | | | | |
| | | A00302 | W/S Billing Feb 2024 | 4,452.20 | |
| | | A00303 | es-water/sewer billing March 2024 | 4,452.20 | |
| | | DFO-002 | ES- Fibre Optic Lease | 3,390.00 | 12,294.40 |
| PP - | Robinson Consultants Inc | | | | |
| | | 0071743 | storm-Newport Drain - prof service | 3,678.15 | |
| | | 0071705 | storm-tender prep- New Port Drive | 358.78 | 4,036.93 |
| PP - | Roger Huttman | | | | |
| | | Feb 2024 | Jan 2024 Mileage | 97.19 | 97.19 |
| PP - | Rush Truck Centres of Canada | | | | |
| | | 3036476251 | pw-T6-injector kits/wire repairs | 13,902.98 | 13,902.98 |
| PP - | Sally Mellon | | | | |
| | | EC2402 | Animal Control Feb 2024 | 1,412.50 | 1,412.50 |
| PP - | Sands | | | | |
| | | 00720459 | fd-uniform shirt | 46.32 | |
| | | 00721067 | fd- dress shirt | 62.14 | 108.46 |
| PP - | Selleck Truck & Trailer Repair | | | | |
| | | 130481 | pw- Volvo tire repairs | 418.28 | |
| | | 130166a | fd-generator repairs | 218.91 | 637.19 |
| PP - | Smartcell Communications Inc | | | | |
| | | KINBIIN5120 | bylaw phone | 380.13 | 380.13 |
| PP - | South Grenville Beacon | | | | |
| | | 263 | adm- agenda adv | 111.87 | 111.87 |
| PP - | Spencerville Home Hardware | | | | |
| | | 83555 | rec- misc | 29.11 | |
| | | 85222 | rec misc | 22.87 | |
| | | 85227 | rec- misc - first aid supplies | 9.59 | |
| | | 85236 | rec-water | 6.75 | |
| | | 85339 | rec - pens | 2.81 | |
| | | 85365 | wwtp-office supplies | 20.89 | |
| | | 85397 | rec - misc | 6.75 | |
| | | 85403 | pw- cleaning supplies | 89.00 | |
| | | 85409 | lagoon-course wire wheel | 9.03 | |
| | | 85438 | pw- screws and bits | 49.70 | |
| | | 85457 | rec-townhall cleaning supplies | 207.10 | |
| | | 85464 | wwtp- wall clock | 28.24 | 481.84 |
| PP - | Strongco Limited Partnership | | | | |
| | | 92448991 | pw- volvo-fuel & oil filter | 277.02 | |
| | | 92449881 | pw-volvo-bushings | 468.40 | |
| | | 92450881 | pw-volvo pin/lock plate | 689.18 | 1,434.60 |
| PP - | Tenaquip Ltd. | | | | |

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00041 to 2024-00041

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|--------------------------|-------------------------------------|-----------------|------------------------------------|----------------|----------------|
| | | 15923366-00 | wwtp-hand towels/gloves | 306.61 | 306.61 |
| PP - | Thomas Cavanagh Construction | | | | |
| | | 144707 | storm-Cty Rd 2 w/s - PB #8 | 128,189.33 | 128,189.33 |
| PP - | Ultramar | | | | |
| | | 05466141707376 | pw-1094.4L Dyed diesel-Dish | 1,726.03 | |
| | | 039167927077 | pw-2179L Color diesel-Cty Rd 22 | 3,356.56 | 5,082.59 |
| PP - | Upper Canada Elevators | | | | |
| | | 29063 | adm - lift inspection | 260.00 | 260.00 |
| PP - | VS Landscape Group | | | | |
| | | SVS1171 | Snow Plowing & Salting - Feb 202 | 7,175.50 | 7,175.50 |
| PP - | Walter Smail | | | | |
| | | Feb 2024 | Council-Mileage | 61.38 | 61.38 |
| PP - | Waste Connections of Canada | | | | |
| | | 7150-0000439937 | Bin Collection | 1,849.77 | 1,849.77 |
| PP - | Waterfront Regeneration | | | | |
| | | 17-2225 | adm/ec dev- waterfront reg trust m | 500.00 | 500.00 |
| PP - | Wendy Van Keulen | | | | |
| | | Feb 2024 | Ec Dev - trade show table and sigr | 175.46 | 175.46 |
| PP - | Westburne Ontario | | | | |
| | | 3725286 | wwtp-selector-switch | 241.77 | 241.77 |
| PP - | Willis Kerr Contracting Ltd. | | | | |
| | | EC-PW-MSO-23-01 | storm-Johnstown outlet | 71,567.61 | 71,567.61 |
| PP - | Xylem Canada LP | | | | |
| | | 3558402717 | es -floats | 1,089.29 | 1,089.29 |
| PP - | Zamboni Company Ltd. | | | | |
| | | 119487 | rec- bracket mount for board brush | 141.66 | 141.66 |
| Total Proposed Payments: | | | | | 764,164.12 |

Total EFT: 764,164.12

Certified Correct This Monday, March 18, 2024


Sean Nicholson, Treasurer


Dave Grant, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00042 to 2024-00042

Bank Code - PAD - Preauthorized Debit

PROPOSED PAYMENTS

| Payment # | Vendor Name | Reference | Invoice Amount | Payment Amount |
|-----------|------------------------------------|----------------------------------|----------------|----------------|
| Invoice # | | | | |
| PP - | Bell Canada | | | |
| | 657 4468 02-24 | WTP Phone | 130.62 | |
| | 925 5822 02-24 | Sout Centre Johnstown | 137.68 | |
| | 657 4606 02-24 | Pittston Phone | 146.72 | |
| | 657 4850 02-24 | WWTP phone | 191.30 | |
| | 657 3765 02-24 | John St | 377.97 | |
| | 657 3210 02-24 | Cardinal Arena | 146.84 | |
| | 543665566 02-24 | Admin/Fd/PW Rec Internet | 372.72 | 1,503.85 |
| PP - | Hydro One Networks Inc. | | | |
| | 84483 02-24 | pw- Sophia St | 8.63 | |
| | 53082 02-24 | lagoon 2803 CR 21 | 60.57 | |
| | 32562 02-24 | lagoon 4 Charles | 66.80 | |
| | 24430 02-24 | ball diamonds | 85.18 | |
| | 27613 02-24 | admin-townhall | 809.81 | |
| | 41324 02-24 | parks-CR44 clock | 54.74 | 1,085.73 |
| PP - | LBC Capital | | | |
| | 2564189 | copier lease | 183.06 | 183.06 |
| PP - | Laplant Chrysler Dodge | | | |
| | 03082024 | pw-New 2024 Truck | 63,295.23 | 63,295.23 |
| PP - | Minister Of Finance | | | |
| | Feb 2024 | Feb 2024 EHT premium | 4,697.49 | 4,697.49 |
| PP - | MuniSoft | | | |
| | 2024/25-00157 | adm-Tax Notice & Counter Receipt | 769.48 | 769.48 |
| PP - | Pitney Bowes | | | |
| | 1024755301 | Adm-Postage Supplies | 192.08 | 192.08 |
| PP - | Receiver General For Canada | | | |
| | PP 4 2024 PT | PP 4 2024 PT source deduction | 2,713.42 | |
| | PP 4 2024 FT | PP 4 2024 FT source deductions | 32,340.27 | |
| | PP 5 2024 PT | PP 4 2024 PT source deduction | 3,899.83 | |
| | PP 5 2024 FT | PP 5 2024 FT source deductions | 34,165.49 | 73,119.01 |
| PP - | Rideau St Lawrence | | | |
| | 270-00 02-24 | pw-cardinal streetlghts | 2,218.70 | |
| | 250-00 02-24 | cardinal pool | 33.90 | |
| | 502-00 02-24 | ball diamond Cardinal | 33.90 | |
| | 504-00 02-24a | parks 1800 Dundas | 50.16 | |
| | 496-00 02-24 | wwtp-417 Hwy2 | 50.18 | |
| | 500-01 02-24 | cardinal library | 348.94 | |
| | 501-00 02-24 | fd stn 2 | 361.09 | |
| | 231-00 02-24 | pw-4035 Dishaw | 1,077.95 | |
| | 119-01 02-24 | ind park water | 6,361.60 | |
| | 290-00 02-24 | parks-1700 Dundas | 42.60 | |
| | 435-00 01-25 | wwtp-172 Henry | 135.67 | |
| | 450-00 02-24 | wtp-water tower | 373.00 | |
| | 370-00 02-24 | wwtp-adelaide | 477.39 | |
| | 430-00 02-24 | wtp-87 Legion Way | 1,413.91 | |
| | 464-00 02-24 | 4000 John wwtp | 6,183.78 | |
| | 505-01 02-24 | Rec - Dishaw W & H | 17,628.14 | 36,790.91 |
| PP - | Royal Bank Visa | | | |

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Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00042 to 2024-00042

Page 2

PROPOSED PAYMENTS

| Payment # | Vendor Name | Invoice # | Reference | Invoice Amount | Payment Amount |
|--------------------------|---------------------------------------|-------------|--------------------------------|----------------|----------------|
| | | 8356 -02-24 | D Grant - RBC Visa Feb 2024 | 4,464.06 | |
| | | 8584 -02-24 | M. Spencer Feb 2024 | 2,555.56 | 7,019.62 |
| PP - | Scotiabank | | | | |
| | Mar 4, 2024 | | Recreation Truck Loan Payment | 475.82 | 475.82 |
| PP - | Sun Life Financial | | | | |
| | Mar 2024 | | Monthly Premiums | 24,358.32 | 24,358.32 |
| PP - | Superior Propane | | | | |
| | 48051147 | | rec - 4050 Dishaw St | 92.00 | |
| | 48051148 | | 22 Sloan Street | 122.68 | |
| | 48051146 | | Twp Office | 1,887.13 | |
| | 48166549 | | 22 Sloan Street | 92.00 | |
| | 48166548 | | rec - 4050 Dishaw St | 92.00 | |
| | 48185429 | | 6055 County Rd #44 | 1,433.82 | 3,719.63 |
| PP - | Telus Mobility | | | | |
| | 39265058 02-24 | | adm-Feb 2024 Business Phone Ac | 2,208.03 | 2,208.03 |
| PP - | Township of Edwardsburgh/Cardi | | | | |
| | PP 05 2024 | | PP 05 2024 Payroll Clearing | 87,980.20 | 87,980.20 |
| PP - | Union Gas Limited | | | | |
| | 72687 6 02-24 | | 70 Adelaide St | 84.10 | |
| | 72598 5 02-24 | | Library Gas Feb 2024 | 238.75 | |
| | 72780 5 02-24 | | 4035 Dishaw St | 380.18 | |
| | 96342 3 02-24 | | 4044 Dishaw St | 844.08 | |
| | 1619 4 02-24 | | 24 sutton Dr | 460.49 | |
| | 44787 6 02-24 | | 87 Legion Way | 1,338.38 | |
| | 69531 2 02-24 | | 4035 Dishaw St | 438.65 | 3,784.63 |
| Total Proposed Payments: | | | | | 311,183.09 |
| | | | | Total PAD: | 311,183.09 |

Certified Correct This Thursday, March 21, 2024


Sean Nicholson, Treasurer


Dave Grant, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00043 to 2024-00043

Bank Code - AP - REVENUE FUND

PROPOSED PAYMENTS

| Payment # | Vendor Name Invoice # | Reference | Invoice Amount | Payment Amount |
|-----------|--|-----------------------------------|----------------|----------------|
| PP - | 416 Courier | | | |
| | 1981 | Adm-Jan Water Sample Courier | 206.11 | |
| | 1998 | Adm-Feb Water Sample Courier | 206.11 | 412.22 |
| PP - | Adams, Rob | | | |
| | 07-2024 | Adm-Strat Plan Workshop #2 | 8,858.13 | 8,858.13 |
| PP - | C & C Spencerville Automotive | | | |
| | 40225 | rec-asset 750 fuel line | 123.43 | 123.43 |
| PP - | Champion Industrial Equipment | | | |
| | 033689 | pw- T20-03 rocker switch | 123.40 | 123.40 |
| PP - | Chassis, Gerry | | | |
| | Mar 7, 2024 | Walker house 2024 | 25.00 | 25.00 |
| PP - | Conseil Scolaire Catholique de | | | |
| | 1st Qtr 2024 | 1st Qtr 2024 | 13,668.72 | 13,668.72 |
| PP - | Cooke, Susan | | | |
| | Mar 8, 2024 | Walker House 2024 | 25.00 | 25.00 |
| PP - | Gunnebo Canada Inc. | | | |
| | INVC036166 | Rec-South Centre Keys | 212.35 | 212.35 |
| PP - | Hogtown F.O.O.L.S | | | |
| | 2024-01 | fd- nozzle training | 900.00 | 900.00 |
| PP - | Innovation, Science, & | | | |
| | 20240044291 | fd- 2024 Radio license | 2,764.73 | |
| | 20240044116 | pw- 2024 Radio license | 1,273.70 | 4,038.43 |
| PP - | J.S. Design & Sales | | | |
| | 574 | rec- drawings and site visit | 3,316.55 | 3,316.55 |
| PP - | Karcher Municipal | | | |
| | 14017688 | pw- H3 - 50" snow plow | 7,537.10 | 7,537.10 |
| PP - | Kehoe Marine Construction Ltd. | | | |
| | 29977 | fd- drain grating | 1,762.80 | 1,762.80 |
| PP - | Kemira Water Solution Canada | | | |
| | 9019238110 | wtp- chemicals | 5,278.91 | 5,278.91 |
| PP - | Lachlan Barton | | | |
| | Feb 20, 2024 | Snow removal Dec2023/Jan/Feb 2 | 325.00 | 325.00 |
| PP - | Lavoie, Velda | | | |
| | Mar 7, 2024 | Walker House 2024 | 25.00 | 25.00 |
| PP - | Minister of Finance | | | |
| | 302202240643053 | Jan 2024 OPP billing | 96,888.00 | |
| | 300603240753165 | OPP credit -Oct-Dec 2023 | -2,444.08 | 94,443.92 |
| PP - | Ministry of Transportation | | | |
| | Nov/Dec/Jan | MTO ARIS | 33.00 | 33.00 |
| PP - | Mobile Emissions Testing Inc. | | | |
| | 129093 | pw-T5/T6/T7 E-tests | 559.35 | 559.35 |
| PP - | Mun. of North Grenville | | | |
| | 10065 | pw- Totem Ranch Rd - gravel 50% | 71,621.23 | 71,621.23 |
| PP - | Price Point Auto & Detailing | | | |
| | 380081 | Rec- truck starter asset 2669 | 750.89 | |
| | 378990 | rec- oil change 2669 asset | 124.29 | 875.18 |
| PP - | Realtax Inc. | | | |
| | 93332 | adm- tax reg # 07 01 701 040 0210 | 1,005.70 | 1,005.70 |
| PP - | Redbrick Communications | | | |

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Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00043 to 2024-00043

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PROPOSED PAYMENTS

| Payment # | Vendor Name Invoice # | Reference | Invoice Amount | Payment Amount |
|--------------------------|------------------------------|---------------------------------|----------------|----------------|
| PP - | 2702 Sharon McKay | adm- communication - CAO Trans | 4,738.94 | 4,738.94 |
| PP - | 02012024 Trackmatics Inc. | walker house 2024 | 25.00 | 25.00 |
| PP - | 41822 WE Finance | pw- T20-03- Dickey John Repairs | 565.00 | 565.00 |
| | 16039 | es- xerox - lease | 495.28 | 495.28 |
| Total Proposed Payments: | | | | 220,994.64 |

Total AP: 220,994.64

Certified Correct This Thursday, March 21, 2024


Sean Nicholson, Treasurer


Dave Grant, CAO

| TOWNSHIP OF EDWARDSBURGH/CARDINAL | | | | | |
|-----------------------------------|---|------------|------------|------------|------------|
| Schedule A | | | | | |
| Bylaw 2024- | | | | | |
| | | | | | |
| 2024 RATES | | | | | |
| | Class | Township | County | School | Total |
| Taxable | | | | | |
| RT | Residential Taxable: Full | 0.00731742 | 0.00429124 | 0.00153000 | 0.01313866 |
| R1 | Residential Taxable: Farmland 1 | 0.00292697 | 0.00171649 | 0.00612000 | 0.01076346 |
| MT | Multi-Residential Taxable: Full | 0.00731742 | 0.00429124 | 0.00153000 | 0.01313866 |
| CT | Commercial Taxable: Full, General | 0.00985217 | 0.00577772 | 0.00880000 | 0.02442989 |
| CM | Commercial Taxable: Full, General | 0.00985217 | 0.00577772 | 0.00000000 | 0.01562989 |
| CU | Commercial Taxable: Excess Land | 0.00689667 | 0.00404440 | 0.00880000 | 0.01974107 |
| CX | Commercial Taxable: Vacant Land | 0.00689667 | 0.00404440 | 0.00880000 | 0.01974107 |
| C1 | Commercial Taxable: Farmland 1 | 0.00292697 | 0.00171649 | 0.00061200 | 0.00525546 |
| C7 | Commercial Taxable: Small-Scale On-Farm Business | 0.00246304 | 0.00144443 | 0.00220000 | 0.00610747 |
| DT | Commercial Office Taxable: Full | 0.00689667 | 0.00577772 | 0.00880000 | 0.02147439 |
| DU | Commercial Office: Vacant Land | 0.00689667 | 0.00404440 | 0.00880000 | 0.01974107 |
| FT | Farm Taxable: Full | 0.00182936 | 0.00107281 | 0.00038250 | 0.00328467 |
| IT | Industrial Taxable: Full | 0.01325477 | 0.00773150 | 0.00880000 | 0.02978627 |
| I7 | Industrial Taxable: Small -Scale On-Farm Business | 0.00331406 | 0.00194350 | 0.00220000 | 0.00745756 |
| IU | Industrial Taxable: Excess Land | 0.00861553 | 0.00505254 | 0.00880000 | 0.02246807 |
| IX | Industrial Taxable: Vacant Land | 0.00861553 | 0.00505254 | 0.00880000 | 0.02246807 |
| LT | Large Industrial Taxable: Full | 0.02051439 | 0.01203048 | 0.00880000 | 0.04134487 |
| LU | Large Industrial Taxable: Excess Land | 0.01333435 | 0.00781981 | 0.00880000 | 0.02995416 |
| PT | Pipelines Taxable: Full | 0.01211106 | 0.00710243 | 0.00880000 | 0.02801349 |
| ST | Shopping Centre Taxable: Full | 0.00689667 | 0.00577772 | 0.00880000 | 0.02147439 |
| SU | Shopping Centre:Taxable: Excess Land (Vacant) | 0.00689667 | 0.00404440 | 0.00880000 | 0.01974107 |
| TT | Managed Forest Taxable: Full | 0.00182936 | 0.00107281 | 0.00038250 | 0.00328467 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Payment In lieu | | | | | |
| RH | Residential Taxable: Full, Shared PIL | 0.00731742 | 0.00429124 | 0.00153000 | 0.01313866 |
| RP | Residential Provincial Tenant | 0.00731742 | 0.00429124 | 0.00153000 | 0.01313866 |
| RF | Residential PIL: Full | 0.00731742 | 0.00429124 | 0.00153000 | 0.01313866 |
| RG | Residential PIL: General | 0.00731742 | 0.00429124 | 0.00000000 | 0.01160866 |
| CH | Commercial Taxable: Full, Shared PIL | 0.00985217 | 0.00577772 | 0.01250000 | 0.02812989 |
| CK | Commercial Taxable: Excess Land Shared PIL | 0.00689667 | 0.00404440 | 0.01250000 | 0.02344107 |
| CP | Commercial PIL- Full,Taxable Tenant of Province | 0.00985217 | 0.00577772 | 0.00880000 | 0.02442989 |
| CF | Commercial PIL: Full | 0.00985217 | 0.00577772 | 0.01250000 | 0.02812989 |
| CG | Commercial PIL: General | 0.00985217 | 0.00577772 | 0.00000000 | 0.01562989 |
| IH | Industrial Taxable: Full, Shared PIL | 0.01325477 | 0.00773150 | 0.01250000 | 0.03348627 |
| IG | Industrial PIL: General | 0.01325477 | 0.00773150 | 0.00000000 | 0.02098627 |
| IK | Industrial Taxable: Excess Land Shared PIL | 0.00861553 | 0.00505254 | 0.00880000 | 0.02246807 |
| IP | Industrial Provincial Tenant | 0.01325477 | 0.00773150 | 0.01250000 | 0.03348627 |
| IZ | Industrial PIL: General Vacant Land | 0.00861553 | 0.00505254 | 0.01250000 | 0.02616807 |
| FP | Farmlands Provincial Tenant | 0.00182936 | 0.00107281 | 0.00038250 | 0.00328467 |
| HF | Landfill | 0.00985217 | 0.00577772 | 0.01133835 | 0.02696824 |
| | | | | | |

**CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2024

**“A BY-LAW TO PROVIDE FOR THE ADOPTION OF TAX RATES AND
TO PROVIDE FOR PENALTY AND INTEREST IN DEFAULT OF PAYMENT
THEREOF FOR 2024”**

WHEREAS the Municipal Act 2001, S.O. 2001, c.25, Subsection 312(2), as amended, provides that for the purposes of raising the general local municipal levy, the council of the municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law on the assessment in each property class in the local municipality rateable for local municipal purposes;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal has prepared estimates setting out the amounts required to be used for lawful municipal purposes and the amounts required to be raised by taxation in 2024 in accordance with the last revised assessment roll;

AND WHEREAS property classes and tax ratios have been prescribed by the Minister of Finance under the Assessment Act, RSO 1990, c. A.31, as amended, and as established by regulation;

AND WHEREAS the Corporation of the United Counties of Leeds and Grenville has passed By-law 24-15 to set tax ratios and tax rate reductions for prescribed property subclasses for 2024;

AND WHEREAS the Corporation of the United Counties of Leeds and Grenville has passed By-law 24-16 to adopt estimates of all sums required for the purposes of the upper tier municipality and to provide a levy on area municipalities for 2024;

AND WHEREAS the Province of Ontario has passed O.Reg 5/24 (to amend O. Reg. 400/98) establishing education tax rates for 2024;

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

1. That the tax rates, attached hereto as Schedule “A”, forming part of this by-law are hereby adopted and shall be applied against the whole of the assessment for real property in the respective class for the year 2024.
2. That every owner of property assessed shall be taxed according to the tax rates in this by-law and such tax shall become due and payable on the 31st day of August, 2024 and non-payment of the amount, as noted, on the date stated in accordance with this section shall constitute default.
3. On all taxes of the levy, which are in default on the 1st day of the month following the due date, a penalty of one and one quarter percent (1-1/4%) shall be added and thereafter a penalty of one and one quarter percent (1-1/4%) per month will be added on the 1st day of each and every month the default continues, until December 31st, 2024.
4. On the taxes in default on January 1st, 2025, interest shall be added at the rate of one and one quarter percent (1-1/4%) per month for each month or fraction thereof in which the default continues.
5. Notwithstanding paragraph 3, for owners enrolled and in good standing in the pre-authorized payment plan, no discount shall be allowed on prepayments and no penalty shall be charged on current levies.

- 6. Where any payment is received on account of taxes, the payment shall first be applied against penalty and interest owing in respect of those taxes according to the length of time the charges have been owing, with charges imposed earlier being discharged before charges imposed later and then shall be applied against the taxes owing according to the length of time they have been owing, with taxes imposed earlier being discharged before taxes imposed later.
- 7. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
- 8. The Tax Collector, not later than 21 days prior to the date that the tax bill is due, shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, the respective date by which they are to be paid to avoid penalty and the particulars of the penalties imposed by this by-law for late payments. If the taxpayer so directs in writing, the Tax Collector shall send the notice specifying amount of taxes payable by electronic mail.
- 9. That taxes are payable to the Township of Edwardsburgh Cardinal and may be paid at the Municipal Office, 18 Centre Street, Spencerville or at the Royal Bank of Canada, Kemptville and Prescott Branches and/or at any commercial bank in Canada.
- 10. That any surplus from Township operations for 2024 be transferred to Reserves for Capital Expenditures apportioned based on a 10-year capital forecast, or allocated by resolution of Municipal Council.

Read a first and second time in open Council this 25 day of March, 2024.

Read a third time, passed, signed and sealed in open Council this 25 day of March, 2024.

Mayor

Clerk

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

BY-LAW NO. 2024-

**“A BY-LAW TO AUTHORIZE THE ACCEPTANCE OF A CERTAIN DEED OF LAND
AND TO ASSUME AND DEDICATE THE SAID LAND FOR ROAD PURPOSES IN
THE TOWNSHIP OF EDWARDSBURGH CARDINAL”**

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

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

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

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 provides that a municipality may pass bylaws respecting highways; and

WHEREAS a parcel of land has been dedicated to the Corporation of the Township of Edwardsburgh Cardinal for road widening purposes; and

WHEREAS Municipal Council deems it expedient to accept the parcel of land and to assume and dedicate said land for road purposes;

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

1. That the land described in Schedule “A” attached hereto and forming part of this bylaw is accepted by the Corporation of the Township of Edwardsburgh Cardinal.
2. That the said land described in Schedule “A” is hereby assumed by the Corporation of the Township of Edwardsburgh Cardinal.
3. That the said land described in Schedule “A” is hereby dedicated as part of the Township Road System of the Corporation of the Township of Edwardsburgh Cardinal for the road as named in which it is situated.
4. That the Mayor and Clerk are hereby authorized to execute such documents as are necessary to affect such conveyance and acceptance.
5. That this by-law will come into force and effect upon passing.

Read a first and second time in open Council this 25 day of March, 2024.

Read a third and final time, passed, signed, and sealed in open Council this 25 day of March, 2024.

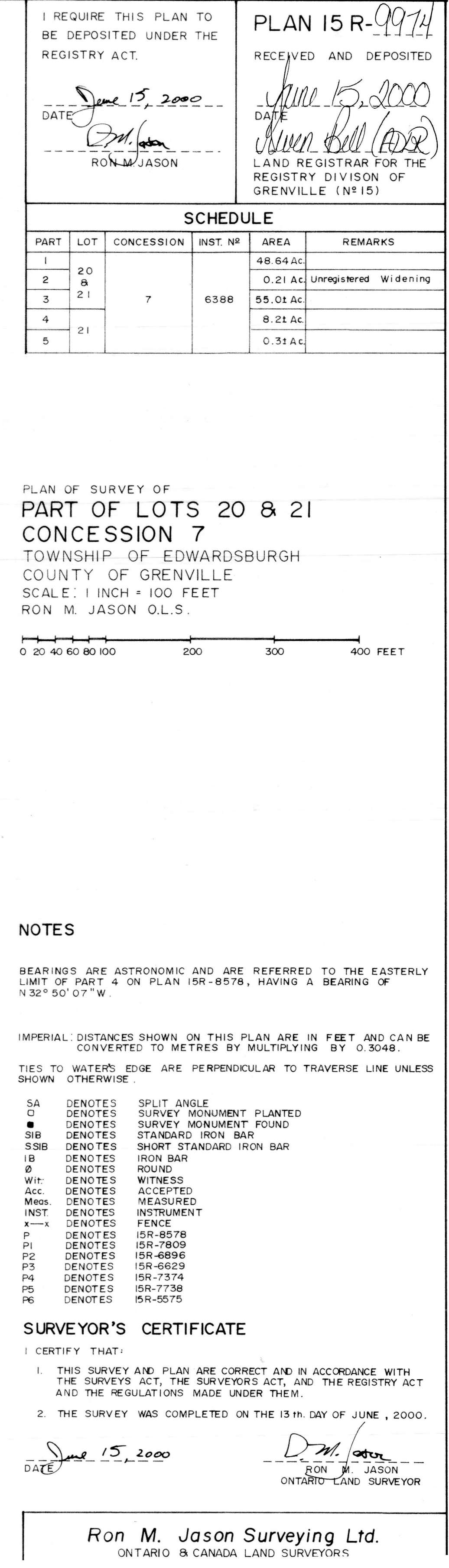
Mayor

Clerk

Schedule “A” to By-law 2024-

LEGAL DESCRIPTION

PART LOT 21, CONCESSION 7, EDWARDSBURGH BEING PART 2 PLAN
15R9974, TOWNSHIP OF EDWARDSBURGH/CARDINAL
(MILLAR ROAD, SPENCERVILLE)



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

BY-LAW NO. 2024-

**“BEING A BY-LAW TO DESIGNATE OVERALL RESPONSIBLE OPERATORS
FOR THE WATER AND WASTEWATER SYSTEMS OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL”**

WHEREAS it is deemed expedient to designate various positions within the Township of Edwardsburgh Cardinal Environmental Services Department;

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

1. That the Chief Water & Sewer Operator Eric Wemerman is hereby designated as the Overall Responsible Operator for the Township of Edwardsburgh Cardinal.
2. That the Assistant Chief Water & Sewer Operator Aaron Campbell is hereby designated as the Alternate Overall Responsible Operator for the Township of Edwardsburgh Cardinal.
3. That by-law 2020-05 and all other bylaws previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.
4. That this by-law shall come into force and effect on the date of passing.

Read a first and second time this 25 day of March, 2024.

Read a third and final time, passed, signed and sealed this 25 day of March, 2024.

Mayor

Clerk

CAO's ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

| | |
|--|---|
| Municipal Office | The office will be closed during lunch hour on March 28 to celebrate Gord Shaw's retirement. The office reception area will be relocated to the council chambers for a couple of days during the week of April 1 to allow for replacement flooring. Also, looking at holding the April 29 council meeting back in the chambers. |
| OP Amendment # 2 | No appeals have been lodged within the 20-day appeal period and OPA No. 2 as approved by the Counties, is now in full force and effect. |
| Economic Development | Staff are working through several severance, zoning bylaw amendments and site plan control inquiries and applications |
| Municipal Free Tree Day | We have partnered again this year with SNC to provide a limited quantity of tree seedlings. Residents can use this link to fill out a form www.twpec.ca/freetrees2024 |
| Strategic Plan | Two focus groups are arranged for April 2 with representation from various sectors of the community. The focus groups will take place between 3pm and 5pm followed by an open house from 5pm to 7pm. |
| Bylaw | BLEO continues to address new concerns through proactive and reactive identification and works with the public to educate everyone on bylaw requirements. With the spring thaw upon us, educational information and reminders to the public have been included in the March tax insert, asking public to extend their spring-cleaning efforts to outside chores to maintain clean yards and to renew their annual dog tags and kennel licences. |
| Upcoming meeting schedule Time – 6:30pm unless noted otherwise | Monday April 1, COW – Community Development Tuesday April 2, Open House – Strategic Plan – 5pm to 7pm Monday April 8 COW – Administration & Operations Monday April 22, Port Management Committee Monday April 29, Regular Council |

TREASURY

| | |
|-----------------------------|--|
| PSD Budget Software Project | Project is on schedule to be completed at the end of Q2. Data loads are ongoing and once data is loaded and validated the testing of reports can begin. |
| ADP Payroll Software | The kick-off call was completed on March 19 th . Access to the new system is set up, and data loading will start in the next two weeks, testing after that. Project will be complete in 10-12 weeks (about 3 months). |

| | |
|------------------------------|--|
| Asset Management Plan update | Have engaged with PSD Citywide to coordinate and complete this project. The project charter is set to cover the assets required for the July 2024 deadline as well as the service level compliance that is required for 2025 compliance. |
|------------------------------|--|

FACILITIES/RECREATION

| | |
|-------------------------|--|
| South Centre Hall | New furnaces and A/C unit installed in hall last week and are hooked up remotely and working fine. |
| Parks | Picnic tables, and new bleachers have been ordered with mid-April delivery |
| Ball Lights | Lights & poles ordered, anticipating third week of April to start install |
| Cardinal Pool | Benson pool will start the final phase of the project in late April |
| March Break | Public skating events (8) in total over the week were well attended |
| Arenas | Both arenas will close March 31 st , staff will spend the first couple of weeks of April doing a spring clean in each arena |
| Ingredion Walking Track | Walking track hours starting April 1 st will be 7:30 am – 12 noon Monday – Friday |
| Spencerville Arena | Pickleball will start the week of April 22 nd , Tuesday & Thursday nights from 6pm – 8 pm |
| Summer Programs | Opening registration for our Summer Day Camp will be April 1 st , Swimming lesson registration will be the first week of May |
| Johnstown Pickleball | Poles will be installed third week of April; coating application will go down the first week of May. |
| Earth Day | April 22 nd , again the township is working along with the businesses in the Industrial Park to help clean up the roadways and ditches. Recreation staff attended a meeting last week at Greenfield and will be collecting the garbage on that day. |

OPERATIONS – PUBLIC WORKS

| | |
|-------------------------|--|
| Winter Operation Events | Review daily Weather Reports (3 times daily) Perform routine Road Patrols. 1 Winter Operation Event to date. |
| Misc. Work | Perform Roadside Brushing on Dukelow Rd – ongoing. Perform hardtop patching for pothole repairs on various roadways. Perform vehicle maintenance on units. Perform Shop maintenance at Pittston and Cardinal Garages. |
| Meetings and Training | Attend District 8 – Ontario Road Supervisors Association Meeting. Attended TWPEC Labour Management Meetings. Meet with representatives from PSD Citywide Road Patrol to begin setting up Road Patrol software and training. - ongoing. Meet with representative from Dican Inc to set up installation of hardware for GPS Tracking devices on units - ongoing Attended JHSC Meeting. |

| | |
|-------------------|---|
| | Attended Hwy 401/416 Maintenance Closure Debriefing with representatives from MTO, OPP, TWPEC, UCLG, and GIP to discuss communication strategies amongst parties. |
| Tenders and RFQ's | Spring Street Sweeping, Hot Mix Contract Administration, Various Granular Material, Supply of Winter Sand, and Dust Suppressant have closed. |
| New Staffing | Public Works Department welcomes Alex Modler. Alex joined the department on March 11. |
| Equipment | The new Freightliner 5-ton plow is undergoing the final fitting of plow, Wing and Sander Equipment. Delivery is expected at the end of this month. |

OPERATIONS – ENVIRONMENTAL SERVICES

| | |
|--|--|
| Cardinal Wastewater Treatment Plant | Morrisburg Plumbing replaced boiler (Capital). IECBL serviced Gravity Belt Thickener wash water pump overload relay. Serviced Rotopac and replaced solenoid water valve. |
| Cardinal Water Plant | Schneider Electric replaced faulty FBM card (SCADA). IECBL replaced High Lift Pump # 2 starter panel. Two operators completed the MECP Mandatory Renewal Course. |
| Cardinal Distribution System | Flushed sample stations. Routine monitoring. |
| Industrial Park Water System | Routine rounds completed. |
| Windmill Pumping Station | Spring shut down scheduled for April 7-10. Routine rounds completed. |
| Spencerville Wastewater System | Replaced north pump at Spencerville Station # 1. Received spare pump. Sanitary manhole rehabilitation work completed (Capital). Annual discharge of lagoons on going. |
| Cardinal Sewer and Storm Collection System | Sanitary manhole rehabilitation work completed (Capital). Annual inspection of storm outfalls on going. Inspected oil-water separator on Sophia Street and storm catch basins in Johnstown. |

FIRE DEPARTMENT

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| HR | Additional applications have been received. In the process of coordinating interviews and testing. |
| | Interviews for the vacant Captain position have been conducted. |

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| | A memorial tree dedication ceremony for the late Lucas Champagne is tentatively scheduled on the afternoon of Sunday April 28 at fire station 1. |
| Training | Five new members are progressing well. Certification training will take place in the future when courses are available. |
| | Received results from the NFPA 1002 Pump Operations course held in October with all students being successful. Certs have been received. |
| | Captain Roberts is currently completing NFPA 1031 Fire Inspector Level I at Leeds 1000 Islands training centre. |
| Fleet | Pumper 1 was out of service for 3 days to have a rear axle seal, sleeve and bearing replaced. Pumper Tanker 7 was able to fill in to ensure fire suppression capability was not reduced. |
| | Tanker 1 repairs are outstanding and need to be scheduled with the manufacturer. |
| | Rescue 1 recall (V-MUX reprogramming) is outstanding. Waiting for software update to arrive from manufacturer. |
| Fire Prevention | The early years play group visited the Cardinal fire station. The group of 27, learned about smoke alarms, home escape plans and firefighter equipment. |
| | The fire department will be at this weekend's trade show working with Prescott and Augusta to provide fire prevention education and fire extinguisher training. |
| Facilities | The trench drain at station 2 has been completed with new galvanized grating installed. A training room update including new ceiling tiles and fresh paint is underway and will be completed by month end. |
| Other | The department participated in our second annual food drive in cooperation with Prescott and Augusta fire departments. It was a very successful day. Totals have not yet been determined. |
| | Fire department members played in the family night hockey game and skills competition with OPP and EMS at the Alaine Chartrand Arena on March 11. |
| | Firefighters pancake breakfast is scheduled to take place at station 1 on Saturday April 27. |
| | Our automatic aid agreement with South Dundas will reach 5 years on June 18, 2024. The agreement will auto-renew, year to year moving forward unless either party gives notice. The fire chiefs agree that the existing agreement is working, and a new agreement is not needed at this time. |

EMERGENCY MANAGEMENT

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|-------------------------------|---|
| Solar Eclipse April 8 2024 | EMPC and MEEG met on March 11 for update on pre-planning. Local fuel and food service providers were sent a notice regarding the eclipse. Staff have prepared a dedicated webpage on eclipse safety. www.twpec.ca/eclipse-safety We have partnered with the Prescott and Augusta on radio ads relating to planning ahead, road and eye safety. The MEEG will continue to monitor and coordinate with agencies leading up to April 8. |
|-------------------------------|---|

Councillors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

TOWNSHIP OF EDWARDSBURGH CARDINAL

March 25, 2024

Resolution Number: 2024- _____

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. 2024-

**“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 March 25, 2024 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 25 day of March, 2024.

Mayor

Clerk