



AGENDA
COMMITTEE OF THE WHOLE
ADMINISTRATION & OPERATIONS

Tuesday, October 15, 2024, 6:30 PM

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

- 1. Call to Order – Chair, Mayor Deschamps**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof**
- 4. Business Arising from Previous Committee of the Whole Meeting Minutes (if any)**
- 5. Delegations and Presentations**
 - a. Kevin Hawley - Greer Galloway - Traffic Study Presentation
- 6. 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.

 - a. 2024 Combined 2nd and 3rd Quarter Building Report [See item 8.a]
 - b. 2024 Combined 2nd and 3rd Quarter Bylaw Report [See item 8.b]
 - c. 2024 Combined 2nd and 3rd Quarter Operations Report [See item 8.c]
 - d. 2024 Combined 2nd and 3rd Quarter Facility Maintenance Report [See item 8.d]
 - e. 2024 2nd Quarter Fire Report [See item 8.e]
 - f. 2024 3rd Quarter Fire Report [See item 8.f]
 - g. 2024 MTO Interim Report [See item 8.g]
- 7. Discussion Items**
 - a. Roadside Memorials
 - b. 2024 Business of the Year
 - c. Blue Box Transition - Ineligible Sources
- 8. Action/Information Items**
 - a. 2024 Combined 2nd and 3rd Quarter Building Report - CONSENT

- b. 2024 Combined 2nd and 3rd Quarter Bylaw Report - CONSENT
- c. 2024 Combined 2nd and 3rd Quarter Operations Report - CONSENT
- d. 2024 Combined 2nd and 3rd Quarter Facility Maintenance Report - CONSENT
- e. 2024 2nd Quarter Fire Report - CONSENT
- f. 2024 3rd Quarter Fire Report - CONSENT
- g. 2024 MTO Interim Report - CONSENT
- h. MTO Resolution
- i. Patterson Road - Unopened Road Allowance Update
- j. Updates to Procedural Bylaw and Terms of Reference - Mayor's Report
- k. Committee Appointments and Structure 2023-2024
- l. Maple View Landings - Donation Options Follow-Up
- m. 2024 MECP Inspection Results - Cardinal and Industrial Park Water Systems
- n. Curbside Solid Waste Collection Agreement Extension
- o. Circular Materials - Promotion and Education Agreement
- p. Jochem Road - Traffic Study Results

9. Councillor Inquiries/Notices of Motion

10. Mayor's Report

11. Question Period

12. Closed Session

13. Adjournment

MINUTES
COMMITTEE OF THE WHOLE
ADMINISTRATION & OPERATIONS

Monday, September 9, 2024, 6:30 PM
Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

PRESENT: Mayor Tory Deschamps
Deputy Mayor Stephen Dillabough
Councillor Joe Martelle
Councillor Waddy Smail
Councillor Chris Ward
Karen Roussy (Advisory Member)

REGRETS: John Hunter (Advisory Member)

STAFF: Sean Nicholson, CAO
Dave Grant, Director of Operations/Deputy CAO
Rebecca Crich, Clerk
Jessica Crawford, Treasurer
Eric Wemerman, Chief Water/Sewer Operator
Chris LeBlanc, Manager of Public Works
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: S. Dillabough

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. Rural FASD Support Network - Red Shoe Run - Rob More and Diane Greer

Mr. More provided an overview of the success of the Red Shoe Run event held this past May in Smiths Falls, noting it as the largest FASD gathering in Ontario to date. He disclosed that the use of the donations received from the Township through the Community Grants and Donations program contributed to building valuable infrastructure to keep the FASD Support Network initiative going through media campaigns and website design.

Mr. More indicated an interest in hosting a Red Shoe Run event in Johnstown in July 2025, which would offer 1K, 3K, and 5K runs and additional family attractions, to be held at the South Edwardsburgh Community Centre. Mr. More outlined his planned route for the race, noting the intent to extend run routes to County Road 2 and highlighted that assistance from the Township and OPP with road closures would be required.

Ms. Greer noted that sponsors of this year's Red Shoe Run event indicated continued support for future events, and highlighted the direct impact the FASD program has on individuals in the Township.

There was discussion regarding alternate run routes, the impact of road closures on County Road 2, future grant requests through the 2025 Community Grants and Donations program and the possibility of evolving the event into a triathlon in future years.

Committee thanked Mr. More and Ms. Greer for their presentation and commended them on providing detailed accounts of the benefits brought by the donations provided through the Township's Community Grants and Donations program.

- b. Patterson Road Allowance Upgrade Request - Josh and Greg Philliban - Environmental Project Management Solutions

Mr. Greg Philliban provided an overview of the proposal to upgrade and maintain a 400-meter portion of the unopened road allowance on Patterson Road due to its access to his property. He dispensed a printed handout to Members of Committee, held on file. Mr. Philliban highlighted previously supported applications for upgrading and maintaining unopened road allowance, provisions for exemptions in the Township's unopened road allowance bylaw, and support of Council for local business, as his son is a small business owner who is currently operating from his property.

There was discussion regarding the following: identified the 400-meter portion of the unopened road allowance, reviewed the draft staff

recommendation, and clarified the approval process, the location of the home-based business, and the zoning of the applicant's property.

Committee thanked the Phillibans for their presentation and indicated that a report addressing the application would be discussed at a subsequent Committee of the Whole - Administration and Operations meeting.

6. Consent Agenda

None.

7. Discussion Items

a. Support of Existing Township Schools

An overview of the proposal to develop a new school to accommodate students from Maynard Public School in Augusta Township following Mayor Shaver's delegation request at the 2024 AMO conference was provided.

There was discussion regarding the following: the number of students required to sustain a school, the 11.9% growth rate of Edwardsburgh Cardinal, the attractions of rural living, increased busing times and demand for bus drivers, and the importance of keeping small rural schools viable.

Committee directed staff to draft a resolution indicating support in keeping small rural schools viable to be brought to the September Council meeting for further discussion.

b. Speed Limit Reduction - Sophia St. and Sutton Dr.

Members suggested deferring the discussion item to allow for the erection of speed monitors and the traffic study reviewed.

Moved by: W. Smail

Seconded by: J. Martelle

That Committee defer the item to allow sufficient time for the erection of speed monitors and the collection of traffic data along Sophia St. and Sutton Dr.

Carried

It was noted that should any Member wish to revisit this issue, they are to indicate their interest in further discussion on the topic to staff.

8. Action/Information Items

a. James Riley Dewitt Richter (JRDR) Drain - Branch #2 Inspection Report

Committee was provided with a summary of the report and discussed the following: quote for proposed work, impacted area, the scope of past maintenance work, notification process, cost disbursement, and legislative

requirements within the Municipal Act and the Drainage Act. It was noted that landowners requesting additional work to be performed would be responsible for the costs incurred.

Moved by: C. Ward

Seconded by: S. Dillabough

That Committee recommends that Council approve maintenance work on Branch # 2 of the JRDR municipal drain as recommended by the drainage superintendent.

Carried

b. Spencerville Pumping Station #1 Pump Upgrades - Engineering

Committee was provided with an overview of the report and discussed engine power produced and possible future pumping stations needed, procurement process, timeline for project completion, and clarified the scope of the request.

Moved by: W. Smail

Seconded by: S. Dillabough

That Committee recommends that Council award the Spencerville Pumping Station #1 Pump Upgrades - Engineering to Novatech and utilize the 2024 operating budget and if necessary, Spencerville Wastewater Reserves (98-3806) to fund expenses in 2024.

Carried

c. Stop Up, Close and Convey Unopened Road Allowance - 35 Frederick St.

Committee was provided with a detailed summary of the report and discussed the following: Fourth St. bridge access to lands for future development, reviewed the implications of stopping up, closing and conveying an unopened road allowance, ensuring access from the Industrial Park (IP) to municipal roads and the 400 series highways to allow for future IP expansion, and reviewed currently open versus closed road allowances in the area.

Members discussed the process and benefits to the Township of conveying a road allowance in this area and clarified ownership of the bridge located on Fourth St.

Members requested additional information on evidence of access through municipal roads from the IP to the 401/416 Highway, Ministry of Transportation information on 400 Series Highway access point requirements, and additional time for consideration.

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

That Committee defer the item to allow consultation with the Ministry of Transportation regarding requirements for an application to request the installation of a 400 series highway access point.

Carried

d. Body Worn Camera Policy

Committee was provided with a summary of the report and discussed the following: trial camera cost, future cloud storage and upgrade costs, notification and recordable incident processes, added protection against liability, and common practice of municipalities.

Members noted concerns with the regulations of recordable incidents and the implications should regulations not be complied with. Members indicated general support in ensuring members of staff felt supported and safe, however, indicated that at this time body cameras are more imperative in larger municipalities.

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

That Committee recommends that Council adopt the Body Worn Camera policy as attached.

Carried

Committee directed staff to consult with legal and neighbouring municipalities regarding body worn camera use and policies.

e. Lane Light Pedestrian Crossings

Committee was provided with a summary of the report and discussed the responsibility of maintenance, location determination process, proposed locations, and the potential for additional locations.

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

That Committee recommends that Council provide 2025 pre-budget approval and proceed with the coordination and installation of (3) three lane light push button pedestrian crossings at the identified locations.

Carried

f. Domestic Fowl in Settlement Areas

The scope of the request for the staff report was clarified, highlighting that if the intent is to permit the ownership of domestic fowl in settlement areas, a Zoning Bylaw amendment with subsequent public consultation process would be required. Meeting setbacks from water services, neighbouring residences, and damage to water sources were cited as concerns with the proposed amendment.

Committee discussed provisions for keeping domestic fowl in big cities like Toronto, planner recommendations for permitting domestic fowl in settlement areas, and the Ministry standards for setback requirements of domestic fowl coops from well water sources.

There was a consensus of Committee to support domestic fowl in settlement areas of the Township. It was noted that staff would consult with the planner to prepare documents for the implementation review of domestic fowl within the settlement areas.

9. Councillor Inquiries/Notices of Motion

Councillor Smail put forth a notice of motion to add a budget item for future discussion to install lights along the Spencerville Mill dam.

10. Mayor's Report

Mayor Deschamps reported the following:

- Expressed condolences to the family of Ray Callery, CAO of the UCLG.

11. Question Period

None.

12. Closed Session

Moved by: W. Smail

Seconded by: J. Martelle

That Committee proceeds into closed session at 9:05 p.m. in order to address a matter pertaining to:

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Approve Minutes of Closed Session dated June 10, 2024
- b. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Cardinal Landbank
- c. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Byers Rd Property

Carried

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Approve Minutes of Closed Session dated June 10, 2024
- b. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Edwardsburgh Cardinal Landbank
- c. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Byers Rd Property

Moved by: W. Smail

Seconded by: J. Martelle

That the closed meeting of Committee does now adjourn and the open session does now resume at 9:42 p.m.

Carried

13. Report Out of Closed

The Chair reported that Committee met in closed session to:

- Review Minutes of Closed Session dated June 10, 2024;
- Receive information regarding the proposed or pending acquisition or disposition of land regarding the Edwardsburgh Land Bank and direction was provided to the CAO;
- Receive information regarding the proposed or pending acquisition or disposition of land regarding the Byers Rd Property and direction was provided to the CAO.

Moved by: J. Martelle

Seconded by: W. Smail

That Committee receives and approves the minutes of Closed Session dated June 10, 2024.

Carried

14. Adjournment

Moved by: S. Dillabough

Seconded by: C. Ward

That Committee does now adjourn at 9:44 p.m.

Carried

Chair

Deputy Clerk

TWP
EC
ca

EDWARDSBURGH CARDINAL



GREER GALLOWAY
CONSULTING ENGINEERS

Jochem Road Traffic Study

Township of Edwardsburgh Cardinal

Existing Road Characteristics

Rural, Hard Surface Roadway

Average Road Width of Approximately 6.1 m

Minimal Existing Shoulders

No Posted Speed Limit

No Major Horizontal or Vertical Curves

7-Day Traffic Study Findings (July 2-8, 2024)

Average Traffic Volume of 269 Vehicles Per Day

- Peak daily volume of 388 vehicles per day (Thursday). Peak hourly volumes mid-day.

High Percentage of Heavy Truck Traffic – 40-60%

- Anticipated to be from adjacent quarry on Smith Road
- Not the case everyday, generally specific to weekdays

Average Vehicle Operating Speed – 60-70 km/h

- Speeds observed were generally consistent with other roadways posted 60 km/h
- Some isolated instances of speeding

Design Manuals and Recommendations

- The following existing characteristics of Jochem Road were review with the Transportation Association of Canada (TAC) Geometric Design Guidelines for Canadian Roads.
 - Lane width
 - Shoulder Width

Recommended Lane Width

Table 4.2.1: Through Lane Widths – Rural Roadways (Design Hour Directional Volume <=450)

Design Speed (km/h)	Design Domain			
	Practical Lower Limit	Recommended Range		Practical Upper Limit
		Recommended Lower Limit	Recommended Upper Limit	
60 and less	2.7m	3.0m	3.7m	4.0m
70 to 100	3.3m	3.5m	3.7m	4.0m
110 and higher	3.5m	3.5m	3.7m	4.0m

1. Where buses and larger trucks are expected to regularly use a lane, a minimum lane width of 3.3m is recommended regardless of the design speed or traffic volume.

Recommended Shoulder Width

Table 4.4.1: Shoulder Widths for Undivided Rural Roads (m)¹⁵

Design Speed (km/h)	Designation and Design Hour Directional Volume					
	Rural	Collector			Arterial	
	Local	Design Hour Directional Volume			Design Hour Directional Volume	
		<250	250-450	>450	<450	>450
60	1.0	1.5	2.0	2.5		
70	1.0	1.5	2.0	2.5		
80	1.0	2.0	2.5	2.5	2.5	3.0
90	1.0	2.0	2.5	2.5	2.5	3.0
100	1.0	2.5	2.5	3.0	2.5	3.0
110					2.5	3.0
120					3.0	3.0
130					3.0	3.0

Overview of Recommendations

- The existing road platform, along with the heavy truck traffic, is likely causing discomfort for other road users – both pedestrians and other drivers.
- During future reconstruction, it is recommended to widen road platform to provide 3.3 m lanes.
- If space permits, include 1.0 m shoulders in reconstruction plans.
- Future reconstruction should include two lifts of asphalt, as surface treatment is susceptible to damage from heavy vehicles.

Questions and Report Discussion



Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: Roadside Memorials

Background: Concerns have recently been brought to the attention of staff regarding roadside memorials within the Township.

While some individuals believe memorials should be erected and remain in place, others feel that there may be a time limit to provide for the victims and their families to live their mourning in a restricted period. There have been growing discussions within Ontario municipalities that the roadside memorials that remain for long periods of time may cause safety concerns for both visitors and passing motorists as well as the potential reminder to first responders that continually drive by and relive some of the tragedies they had to witness.

Motor vehicle accidents are a leading cause of death in Canada and around the world. Roadside memorials are erected near the sites of the traffic fatalities, which are becoming a common way for public expression of grief and mourning. There are others in communities that see the memorials as eyesores that are either unmaintained, distracting, uncomfortable reminder of someone passing, or cause for safety concerns. In many cases, there are areas, other than the roadside where the victims and their families may continue to process and grieve their loss.

Thoughts for Committee to consider:

- Remain status quo and not interfere with roadside memorials?
- Set limitations to areas such as: time-limit, size, location, illumination etc.?
- Impact to victims and families
- Impact to first responders
- Alternative locations for memorials
- Distracted driving, unexpected stopped vehicles and pedestrians along the roadside, general roadside safety concerns
- If the roadside memorial is accidentally damaged during Township maintenance – liability and responsibility to restore?
- Ongoing maintenance of memorials

- Staff understand this is a very sensitive matter and are seeking direction from Committee if there is interest in exploring a policy for roadside memorials.



Clerk



CAO

**TOWNSHIP OF EDWARDSBURGH CARDINAL
DISCUSSION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: 2024 Business of the Year Award

Background: Member of Council has requested staff to explore the option of adding an additional category to the annual awards: Business of the Year. Additionally, suggestions were made to discuss the possibility of organizing a breakfast to recognize the Citizen/Youth of the Year and the new Business of the Year.

Staff have reviewed and prepared possible criteria for a Business of the Year Award category as outlined below.

Nomination criteria/areas Council may consider to evaluate nominations:

- Business must be located within the Township of Edwardsburgh Cardinal
- Community involvement/support/enhancement
- Business milestones
- Business longevity
- Business achievements/innovations

Questions for Committee to consider:

- Are there other criteria/areas/categories to be included?
- Is this to be implemented for 2024 or 2025?
- What do you imagine the award ceremony to be like?
 - Award presentations of the category winners
 - Other presentations?
 - Food – Breakfast/lunch/dinner?
 - Open to public to attend or just family/friends/business associates?
 - Others to be invited?
 - Costs? Budget?
 - Location?
 - When? Typically presented the same day as the December Council meeting
 - Additional staff time to organize and host awards meal – other municipalities have a committee that assists.

Rebecca Cutch

Clerk

G. K.

CAO



TOWNSHIP OF EDWARDSBURGH CARDINAL DISCUSSION ITEM

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Operations

Topic: Blue Box Transition – Ineligible Sources

Background:

In 2016, the Government of Ontario passed the Resource Recovery and Circular Economy Act, requiring producers to operate and pay for the collection and reuse, refurbishment and recycling of Blue Box materials. On April 14, 2022, the government made amendments to the regulation to clarify the process for creating the province-wide system for collecting Blue Box materials that will be operated by producer responsibility organizations (or PROs) on behalf of producers. The intent of this Act is for Blue Box producers to become fully accountable and financially responsible for collecting and recycling their Blue Box materials when consumers discard them. The Township transitions to this new producer responsibility organization collection system starting February 1st, 2025.

Under the current recycling program for Blue Box materials operated by Stewardship Ontario on behalf of stewards under the Blue Box Program Plan and *Waste Diversion Transition Act, 2016*, Municipalities shared fifty percent of the costs of providing recycling services to residential properties. Blue Box materials collected from Industrial Commercial and Institutional Properties (IC&I) were subtracted from the steward payments to Municipalities, meaning Municipalities paid for the costs of providing Blue Box services to IC&I properties. (IC&I properties include businesses, industrial establishments, restaurants and places of worship). Participation rates vary amongst the IC&I sector as many of the larger businesses use a private service provider due to the volume of recyclable materials generated such as cardboard. Some IC&I properties with smaller volumes of recyclable materials use the municipally provided curbside collection service.

Table 1 below shows a breakdown of revenue and expenses for our current curbside collection of garbage and recyclables for 2021 to 2023.

Table 1: 2021 – 2023 Curbside Collection Costs

Year: 2021				
Description	Revenue	Expenses	User Fee	Taxation
Stewardship Ontario	\$54,934.27			
Garbage Bag Sales	\$324,774.50			
Bag Supplies/Misc.		\$24,817.54		
Curbside Collection Contract		\$364,357.80		
Legal		\$1,373.76		
Total	\$379,708.77	\$390,549.10	97.2%	2.8%
Year: 2022				
Description	Revenue	Expenses	User Fee	Taxation
Stewardship Ontario	\$66,920.70			
Garbage Bag Sales	\$310,957.25			
Bag Supplies/Misc.		\$40,846.08		
Curbside Collection Contract		\$342,388.81		
Legal		\$1,034.50		
Total	\$377,877.95	\$384,269.39	98.3%	1.7%
Year: 2023				
Description	Revenue	Expenses	User Fee	Taxation
Stewardship Ontario	\$83,701.23			
Garbage Bag Sales	\$304,302.00			
Bag Supplies/Misc.		\$33,218.37		
Curbside Collection Contract		\$351,474.71		
Total	\$388,003.23	\$384,693.08	100%	0%

Discussion:

The Resource Recovery and Circular Economy Act Regulations set out the obligations for the PRO’s to collect materials from certain classes of properties or eligible sources. Regulation 391/21 does not require the PRO’s to collect from ineligible sources and the PRO’s have indicated that they will not incur the costs to provide Blue Box recycling services to these properties. The PRO’s have offered to collect from ineligible sources during the transition period of February 1st, 2025 to January 1, 2026 if Municipalities wish to pay the costs of collection and processing of this material. After January 1, 2026, the PRO’s have indicated that they will not collect this material or process this material as part of their obligations.

Ineligible sources include IC&I properties, not for profit organizations, community buildings such as arenas and libraries, daycares, churches or places of worship, campgrounds without permanent year round residents and commercial farms. In areas where there is a mixture of residential and commercial operations (Spencerville Home

Hardware), the residential portion is eligible and the commercial operation is ineligible. Of the 3,176 properties serviced in our Township 103 or 3.24% are considered ineligible sources. It should be noted that participation rates vary amongst these properties.

Circular Materials (CM) on August 27th informed staff that Emterra Environmental Inc. has been identified as the preferred proponent to provide residences and facilities Blue Box services commencing on our transition date. The contract starts February 1st 2025 and runs through to December 31, 2025. HGC Management Inc. will be performing the collection on Emterra's behalf.

Staff is seeking direction from Council on how to proceed with Blue Box collection services for ineligible sources until January 1, 2026.

Options for Council to consider are:

1. Continue to provide curbside Blue Box recycling services to ineligible sources and fund the cost through taxation.

Continuing to provide Blue Box recycling services will ensure the Municipality continues to support waste diversion and the environment by collecting and processing blue box recyclable materials. Future budgets will need to be increased to provide the resources to continue to provide this service. Staff notes that churches are not subject to property taxes and the costs to provide this service to these properties will be paid by all property tax categories. There are two options to consider if Council wishes to continue collections services.

HGC Management Inc, on behalf of Emterra Environmental Inc., has offered to continue to collect blue box recycling from ineligible sources at a cost of \$8.66 per stop per month with a processing cost of \$200.00 per tonne. Continuing to provide blue box recycling services to the 103 ineligible sources during the 11 months will cost \$ 12,469.78 plus HST (\$9811.78 for collection and \$2658.00 for processing of the 3.24% of tonnage collected). The processing fee of \$200.00 plus HST per tonne is set by Circular Materials. Competitive bids from other service providers for collections and processing is not possible at this time or practical to obtain during transition. A service contract would need to be developed and executed between the Township and HGC Management Inc. to provide this service. It should also be noted that HGC Management Inc. would not accept any additional ineligible services, meaning that if a new business opened, HGC Management Inc. would not collect its recycling. Further, it should also be emphasized that this agreement would only be offered until December 31, 2025, beyond that the Township is on its own.

2. Continue to provide curbside Blue Box recycling services to ineligible sources but charge them a user fee for the service.

Consideration can be given to provide blue box collection services as a user fee to the properties that receive this service. Staff can contact these ineligible source owners to explain the options and give them a choice to continue to use the Municipal curbside collection service or opt to use a private service provider. This option will achieve the same benefits of waste diversion as option one, but will not affect the property tax rates. Some of the ineligible source properties are already using private service providers to manage their recyclable materials and will not require this service. The estimated cost per property would be approximately \$121.06 per year.

3. Cease to provide Blue Box recycling services to ineligible sources.

Should Council choose this option, ineligible sources will need to meet the requirements of, Regulation 103/94 Industrial Commercial and Institutional Source Separation Programs under the Environmental Protection Act R.S.O. 1990. Regulation 391/21 does not require the Municipality to provide blue box recycling services to ineligible sources and in the previous Regulation 101/94, these sources were not part of the Stewards funding obligations.

Not providing blue box recycling services could impact the garbage collection system if the businesses use the Municipal garbage collection service. Recyclable material, regardless of the source of this material, is something that the Municipality has been working to divert from landfill.

Post transition considerations:

Should Council wish to continue to provide blue box recycling services beyond 2025 for ineligible sources through a contract service, further service procurement will be required as the PRO's have indicated they will not permit blue box materials from ineligible sources to be mixed and processed with the materials they are obligated to collect and process from eligible sources.

Budget Impacts:

The 2025 operating budget can include a nominal cost to continue to provide recycling services to ineligible sources. The 2026 budget for recycling will need to be increased if council wishes to continue Blue Box collection from ineligible sources.

The decision of Council may impact other operating budgets such as garbage collection, bylaw enforcement and road operations to deal with recyclable material being disposed of in the garbage stream or roadside dumping of material. The impact of this is unknown.

Conclusion:

Staff request direction from council on how it wishes to proceed with collection of recyclables from in-eligible sources. Upon receiving direction, staff will bring back a report on operational changes required during this transition as well as an updated by-law.



Director of Operations



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole – Administration and Operations

Date: October 15, 2024

Department: Building

Topic: 2024 Combined 2nd and 3rd Quarter Building Report

Background: There were 72 building permits issued during the second and third quarters of 2024. The permits were predominantly related to residential uses, including 12 new housing starts, several renovations/additions and accessory structures (pools and garages). However, most of the value for construction was related to projects reflecting agricultural uses, commercial uses and institutional uses.

Total construction value for these two quarters of 2024 was \$6,799,000.00 compared to \$8,423,862.00 in 2023. The difference in construction values between 2024 and 2023 is relatively neutral but due to the high number of nonresidential projects building permit fees collected during this period in 2024 was \$171,494.94 versus \$67,705.20 the year prior.

The fourth quarter of 2024 appears to be remaining robust with various construction projects reaching the point where a permit may be issued. The department has no concerns about exceeding the budget revenue parameters for the year.

Please note that one statement of claim has been filed and has been forwarded to the appropriate agencies that protect the township's interest.

A handwritten signature in black ink, appearing to read 'Shawn M...'.

Interim Chief Building Official

A handwritten signature in black ink, appearing to be initials 'G R'.

CAO

2024 3rd Quarter Building Report																
	Residential		Commercial		Industrial		Agricultural		Demolition		Other *		Total		New Homes	
	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Number	Value
Jan	\$ 55,000.00	\$ 1,037.39											\$ 55,000.00	\$ 1,037.39	1	\$ 600,000.00
Feb	\$ 120,000.00	\$ 700.00											\$ 120,000.00	\$ 700.00	0	\$ -
Mar	\$ 118,300.00	\$ 1,410.00	62,000.00	558.00			\$ 50,000.00	\$ 450.00	\$ 5,000.00	\$ 115.00		\$ 115.00	\$ 235,300.00	\$ 2,648.00	0	\$ -
Q1 Total												\$ 115.00	\$ 410,300.00	\$ 4,385.39	1	\$ 600,000.00
Apr	\$ 2,360,500.00	\$ 16,172.00					\$ 25,000.00	\$ 1,036.00					\$ 2,385,500.00	\$ 17,208.00	4	\$ 2,195,000.00
May	\$ 436,500.00	\$ 3,597.00	\$ 5,700,000.00	\$ 51,415.00			\$ 15,000.00	\$ 1,069.00	\$ 4,500.00	\$ 230.00	\$ 1,200.00	\$ 230.00	\$ 6,157,200.00	\$ 56,541.00	0	\$ -
Jun	\$ 1,582,000.00	\$ 9,789.00	\$ 2,000,000.00	\$ 18,000.00					\$ 120,000.00	\$ 170.00	\$ 1,300,000.00	\$ 11,700.00	\$ 3,002,000.00	\$ 39,659.00	3	\$ 1,400,000.00
Q2 Total												\$ 11,930.00	\$ 11,544,700.00	\$ 113,408.00	7	\$ 3,595,000.00
Jul	1,482,400.00	22,181.29	\$ 100,000.00	900.00			50,000.00	2,700.00					\$ 1,632,400.00	\$ 25,781.29	3	1,700,000.00
Aug	763,500.00	6,404.00	18,000.00	739.20									\$ 781,500.00	\$ 7,143.20	1	705,000.00
Sept	2,050,000.00	15,831.20	65,000.00	495.00			800,000.00	8,836.25					\$ 2,115,000.00	\$ 25,162.45	1	799,000.00
Q3 Total												\$ -	\$ 4,528,900.00	\$ 58,086.94	5	\$ 3,204,000.00
Oct													\$ -	\$ -		
Nov													\$ -	\$ -		
Dec													\$ -	\$ -	0	
Q4 Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
YTD Tot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,045.00	\$ 16,483,900.00	\$ 175,880.33	13	\$ 7,399,000.00

2023 Building Report																
	Residential		Commercial		Industrial		Agricultural		Demolition		Other *		Total		New Homes	
	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Project Value	Permit Fee	Number	Value
Jan													\$ -	\$ -		
Feb	\$ 100,700.00	\$ 681.00							\$ 20,000.00	\$ 190.00			\$ 120,700.00	\$ 871.00		
Mar	\$ 1,661,000.00	\$ 8,047.15					\$ 275,000.00	\$ 2,005.00	\$ 10,000.00	\$ 95.00			\$ 1,946,000.00	\$ 10,147.15	2	\$ 1,550,000.00
Q1 Total	\$ 1,761,700.00	\$ 8,728.15	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00	\$ 2,005.00	\$ 30,000.00	\$ 285.00	\$ -	\$ -	\$ 2,066,700.00	\$ 11,018.15	2	\$ 1,550,000.00
Apr	\$ 1,447,362.00	\$ 5,282.60	2000.00	95.00			\$ 15,000.00	\$ 300.00	\$ 5,000.00	\$ 95.00			\$ 1,469,362.00	\$ 5,772.60	2	\$ 1,283,862.00
May	\$ 3,169,542.00	\$ 11,036.90	\$ 200,000.00	\$ 1,800.00			\$ 145,000.00	\$ 822.00					\$ 3,514,542.00	\$ 13,658.90	3	\$ 2,640,000.00
Jun	\$ 3,775,000.00	\$ 18,152.60							\$ 20,000.00	\$ 230.00			\$ 3,795,000.00	\$ 18,382.60	4	\$ 1,850,000.00
Q2 Total	\$ 8,391,904.00	\$ 34,472.10	\$ 202,000.00	\$ 1,895.00	\$ -	\$ -	\$ 160,000.00	\$ 1,122.00	\$ 25,000.00	\$ 325.00	\$ -	\$ -	\$ 8,778,904.00	\$ 37,814.10	9	\$ 5,773,862.00
Jul	1,514,000.00	9,932.40	\$ 12,000.00	230.00			50,000.00	1,036.00	65,000.00	655.00			\$ 1,641,000.00	\$ 11,853.40	3	1,050,000.00
Aug	800,000.00	6,409.00	20,000.00	230.00					600,000.00	4,350.00			\$ 1,420,000.00	\$ 10,989.00	2	700,000.00
Sept	950,000.00	5,408.70	5,000.00	115.00							75,000.00	1,525.00	\$ 1,030,000.00	\$ 7,048.70	2	900,000.00
Q3 Total	\$ 3,264,000.00	\$ 21,750.10	\$ 37,000.00	\$ 575.00	\$ -	\$ -	\$ 50,000.00	\$ 1,036.00	\$ 665,000.00	\$ 5,005.00	\$ 75,000.00	\$ 1,525.00	\$ 4,016,000.00	\$ 29,891.10	7	\$ 2,650,000.00
Oct	1,806,000.00	10,294.42	140,000.00	1,260.00									\$ 1,946,000.00	\$ 11,554.42	2	\$ 1,450,000.00
Nov	385,000.00	3,641.50											\$ 385,000.00	\$ 3,641.50	0	
Dec	153,000.00	2,093.00	250,000.00	1,094.40									\$ 403,000.00	\$ 3,187.40	0	
Q4 Total	\$ 2,344,000.00	\$ 16,028.92	\$ 390,000.00	\$ 2,354.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,734,000.00	\$ 18,383.32	0	\$ 1,450,000.00
YTD Tot	\$ 15,761,604.00	\$ 80,979.27	\$ 629,000.00	\$ 4,824.40	\$ -	\$ -	\$ 485,000.00	\$ 4,163.00	\$ 720,000.00	\$ 5,615.00	\$ 75,000.00	\$ 1,525.00	\$ 17,595,604.00	\$ 97,106.67	18	\$ 11,423,862.00

* Occasionally a permit is issued that is not captured within the regular categories. Examples of this include permits for schools and fairs.



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: 2024 Combined 2nd & 3rd Quarter Bylaw Report

Background: The Bylaw Enforcement Officer responded to 137 calls for service over the combined second and third quarters of 2024 involving 243 site visits, 128 phone calls and 78 emails.

These calls were separated into the following categories: 7- Illegal Dumping, 49- Clean Yards, 35- Parking Enforcement, 23- Animal Complaints, 1- Garbage Related, 16- General Inquiries, 1- Hawker and Peddler and 5- Noise Complaints.

These requests generated: 71- Notice of Violations, 27- Order to Comply and 37- Provincial Offences fines issued. There was a significant increase in the number of parking violation summonses issued due to failure to register at the Boat Launch area.

In addition, there are currently 24 outstanding files that remain in various states of investigation or ongoing compliance, accumulating 63 site visits.

There are currently 8 cases before the Provincial Offenses courts.

Bylaw is continuing to actively identify and respond to many Bylaw concerns that will require education and communication with the property owners.

Handwritten signature of John Buffett in cursive script.

BLEO

Handwritten signature of Rebecca Cuth in cursive script.

Clerk

Combines 2nd & 3rd Quarter Statistics

Name	Area	Created Date	Completed Date	Work Orders C	Phone Calls	Emails	Site Visits	Notices	Orders	Summons
Animal Complaint				23						
WO-4226	Cardinal	4/15/2024		1	8	2	1			
WO-4239	Cardinal	4/17/2024	4/23/2024	1		3	1	1		
WO-4257	Spencerville	5/2/2024	7/20/2024	1	4	2	1	2	1	
WO-4259	Spencerville	5/4/2024	5/21/2024	1	2	0	1			
WO-4280	Spencerville	5/8/2024	5/21/2024	1	1	1	1			
WO-4352	Johnstown	5/29/2024	6/4/2024	1	4	0				
WO-4353	Cardinal	5/29/2024		1		0				
WO-4360	Cardinal	6/4/2024		1	8	4	2			1
WO-4384	Cardinal	6/10/2024	6/10/2024	1		1	1			
WO-4409	Cardinal	6/18/2024	7/4/2024	1		6				
WO-4412	Johnstown	6/19/2024	7/24/2024	1	3	0	1			
WO-4424	Cardinal	6/27/2024	6/27/2024	1	6	1	4		1	
WO-4487	Cardinal	7/20/2024	8/12/2024	1		1	2			
WO-4488	Cardinal	7/20/2024	7/25/2024	1	2	0				
WO-4506	Johnstown	7/24/2024	8/12/2024	1	2	6	4		1	
WO-4514	Cardinal	7/25/2024	8/12/2024	1		1		1		
WO-4531	Johnstown	8/6/2024		1	6	0	4	1		
WO-4538	Spencerville	8/12/2024	9/3/2024	1	5	0	1	1		
WO-4553	Spencerville	8/16/2024	9/3/2024	1		2	1	1		
WO-4561	Spencerville	8/23/2024	8/23/2024	1		0	1	1		
WO-4654	Johnstown	9/9/2024	9/14/2024	1	6	1	2	1		
WO-4683	Spencerville	9/27/2024		1	1	1	1	1		
WO-4690	Spencerville	9/30/2024		1		0				
Illegal Dumping				7						
WO-4438	Spencerville	6/28/2024	7/24/2024	1	3		1			
WO-4452	Johnstown	7/5/2024	7/5/2024	1		1	1			
WO-4472	Spencerville	7/18/2024	7/24/2024	1			1	3		
WO-4512	Johnstown	7/25/2024		1	1	3	1			
WO-4606	Johnstown	9/3/2024	9/4/2024	1	4		2			
WO-4610	Spencerville	9/3/2024	9/4/2024	1		1	1			

WO-4611	Spencerville	9/3/2024	9/4/2024	1		1	1		
General Inquiry				16					
WO-4184	Johnstown	4/5/2024	4/23/2024	1	1		3		
WO-4258	Cardinal	5/4/2024	5/4/2024	1			1	15	
WO-4318	Cardinal	5/16/2024		1					
WO-4403	Johnstown	6/14/2024	7/25/2024	1		1	8	1	
WO-4418	Johnstown	6/25/2024		1	1		2		1
WO-4434	Cardinal	6/28/2024		1			4		1
WO-4436	Cardinal	6/28/2024		1			5		1
WO-4437	Cardinal	6/28/2024		1			3		1
WO-4520	Cardinal	7/29/2024	8/19/2024	1	2		2		
WO-4532	Cardinal	8/6/2024	8/19/2024	1	3	1	1		
WO-4533	Cardinal	8/6/2024		1	1		1		
WO-4554	Cardinal	8/16/2024	8/19/2024	1	2	2	1		
WO-4585	Cardinal	8/29/2024	8/29/2024	1			1	1	
WO-4586	Cardinal	8/29/2024	8/29/2024	1			1	1	
WO-4608	Cardinal	9/3/2024	9/9/2024	1		2	1		
WO-4618	Cardinal	9/4/2024		1			6		1
Clean Yards				49					
WO-4220	Johnstown	4/11/2024	4/17/2024	1	2		1	1	
WO-4260	Spencerville	5/4/2024		1			1	1	
WO-4261	Cardinal	5/4/2024	7/20/2024	1	2		6	1	
WO-4284	Cardinal	5/9/2024	5/11/2024	1		1	1		
WO-4287	Cardinal	5/11/2024	5/16/2024	1			2	1	
WO-4288	Cardinal	5/11/2024	5/16/2024	1			2	1	
WO-4289	Cardinal	5/11/2024	6/4/2024	1			2	1	1
WO-4290	Cardinal	5/11/2024	5/24/2024	1	2	4	3	1	1
WO-4307	Cardinal	5/16/2024	5/20/2024	1			2	1	
WO-4308	Cardinal	5/16/2024	5/24/2024	1			2	1	
WO-4309	Cardinal	5/16/2024	5/20/2024	1			2	1	
WO-4310	Cardinal	5/16/2024	5/20/2024	1		1	2	1	
WO-4311	Cardinal	5/16/2024	5/20/2024	1			2	1	
WO-4312	Cardinal	5/16/2024	6/10/2024	1			3	1	
WO-4313	Cardinal	5/16/2024	6/10/2024	1			3	1	

WO-4314	Johnstown	5/16/2024	5/20/2024	1			2	1		
WO-4315	Spencerville	5/16/2024	5/20/2024	1			2	1		
WO-4316	Johnstown	5/16/2024	6/10/2024	1			3	1		
WO-4317	Johnstown	5/16/2024	5/20/2024	1			2	1		
WO-4327	Spencerville	5/20/2024	5/24/2024	1		1	2	1		
WO-4328	Cardinal	5/20/2024	6/4/2024	1	6		2			
WO-4329	Cardinal	5/20/2024		1	2		4		1	
WO-4330	Cardinal	5/20/2024	5/24/2024	1			2	1		
WO-4331	Spencerville	5/20/2024	5/21/2024	1			1	1		
WO-4332	Spencerville	5/21/2024	6/4/2024	1			2		1	
WO-4333	Spencerville	5/21/2024	6/4/2024	1			2		1	
WO-4359	Spencerville	6/4/2024	6/14/2024	1		1	2	1	1	
WO-4404	Cardinal	6/14/2024	6/18/2024	1	6		6	1	1	
WO-4408	Cardinal	6/18/2024		1		2	1		1	
WO-4410	Cardinal	6/18/2024		1	3		4		1	
WO-4425	Spencerville	6/27/2024	7/4/2024	1			2		1	
WO-4432	Spencerville	6/28/2024	7/18/2024	1			2	1		
WO-4441	Johnstown	7/4/2024	7/20/2024	1			4	1	2	
WO-4442	Cardinal	7/4/2024	7/18/2024	1			3	1		
WO-4443	Cardinal	7/4/2024	7/18/2024	1			2		1	
WO-4444	Cardinal	7/4/2024	7/24/2024	1			1	1		
WO-4445	Cardinal	7/4/2024	7/5/2024	1			2	1		
WO-4446	Cardinal	7/4/2024		1			2	1		
WO-4447	Johnstown	7/4/2024	7/18/2024	1			2		1	
WO-4473	Johnstown	7/18/2024	7/24/2024	1			5	1		
WO-4486	Cardinal	7/20/2024		1		6	7	1	2	
WO-4507	Cardinal	7/24/2024	7/25/2024	1			3	1		
WO-4508	Cardinal	7/24/2024		1			3	1	1	
WO-4509	Cardinal	7/24/2024	7/29/2024	1			2	1		
WO-4513	Cardinal	7/25/2024	7/29/2024	1	2	6	1	1		
WO-4587	Cardinal	8/29/2024		1	3					
WO-4616	Cardinal	9/4/2024	9/14/2024	1	1		3		1	
WO-4685	Cardinal	9/27/2024		1	1		1		1	
WO-4687	Cardinal	9/30/2024		1	1	1	1		1	

Garbage				1					
WO-4244	Spencerville	4/23/2024	5/4/2024	1	2	4	4		1
Parking Violations				35					
WO-4199	Cardinal	4/8/2024	4/8/2024	1			1		1
WO-4256	Cardinal	5/2/2024	5/8/2024	1	2		1	1	
WO-4341	Cardinal	5/24/2024	5/24/2024	1			1		1
WO-4383	Spencerville	6/10/2024	6/10/2024	1	1	1			
WO-4415	Cardinal	6/21/2024	6/21/2024	1			1		1
WO-4466	Cardinal	7/15/2024	7/15/2024	1			1		1
WO-4467	Cardinal	7/15/2024	7/15/2024	1			1		1
WO-4480	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4481	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4482	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4483	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4484	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4485	Cardinal	7/20/2024	7/20/2024	1			1		1
WO-4539	Cardinal	8/12/2024	8/12/2024	1			1		1
WO-4544	Cardinal	8/14/2024	8/14/2024	1			1		1
WO-4545	Cardinal	8/14/2024	8/14/2024	1			1		1
WO-4546	Cardinal	8/14/2024	8/14/2024	1			1		1
WO-4547	Cardinal	8/14/2024	8/14/2024	1			1		1
WO-4548	Cardinal	8/14/2024	8/14/2024	1			1		
WO-4549	Cardinal	8/14/2024	8/14/2024	1			1		1
WO-4555	Cardinal	8/19/2024	8/19/2024	1			1		1
WO-4563	Cardinal	8/23/2024	8/23/2024	1			1		1
WO-4655	Cardinal	9/14/2024	9/14/2024	1			1		1
WO-4656	Cardinal	9/14/2024	9/14/2024	1			1		1
WO-4657	Cardinal	9/14/2024	9/14/2024	1			1		1
WO-4658	Cardinal	9/14/2024	9/14/2024	1					1
WO-4659	Spencerville	9/14/2024	9/14/2024	1			1		1
WO-4660	Spencerville	9/14/2024	9/14/2024	1			1		1
WO-4661	Spencerville	9/14/2024	9/14/2024	1			1		1
WO-4665	Cardinal	9/18/2024	9/18/2024	1			1		1
WO-4679	Johnstown	9/23/2024	9/23/2024	1			1		1

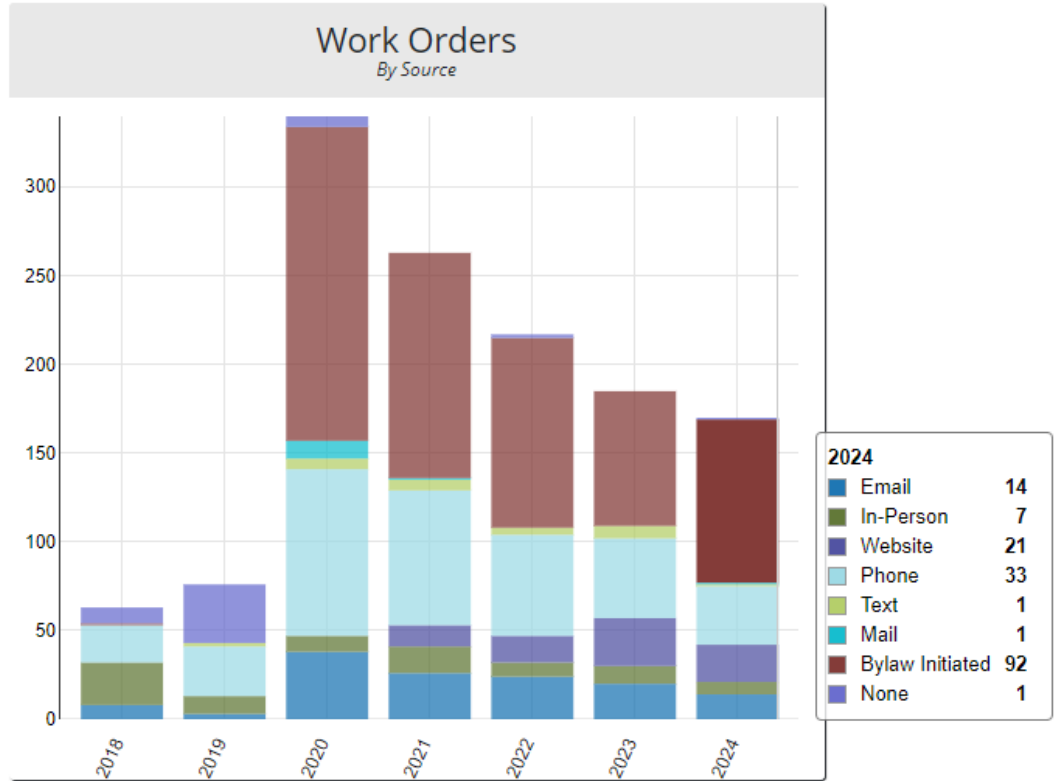
WO-4680	Johnstown	9/23/2024	9/23/2024	1			1			1
WO-4684	Cardinal	9/27/2024	9/27/2024	1			1			1
WO-4688	Cardinal	9/30/2024	9/30/2024	1			1			1
WO-4689	Cardinal	9/30/2024	9/30/2024	1			1			1
Noise Complaint				5						
WO-4242	Spencerville	4/19/2024	8/19/2024	1	10	2	6			
WO-4255	Johnstown	5/2/2024	5/4/2024	1	3		1	1	1	
WO-4270	Cardinal	5/7/2024	5/8/2024	1			1	1		
WO-4285	Spencerville	5/9/2024	5/11/2024	1		1	1	1		
WO-4458	Johnstown	7/8/2024	7/25/2024	1	3	1	2			
Hawker Peddler				1						
WO-4448	Cardinal	7/4/2024	7/4/2024	1			1	1		
Totals for Combines 2nd & 3rd Quarter				137	128	76	243	71	27	37

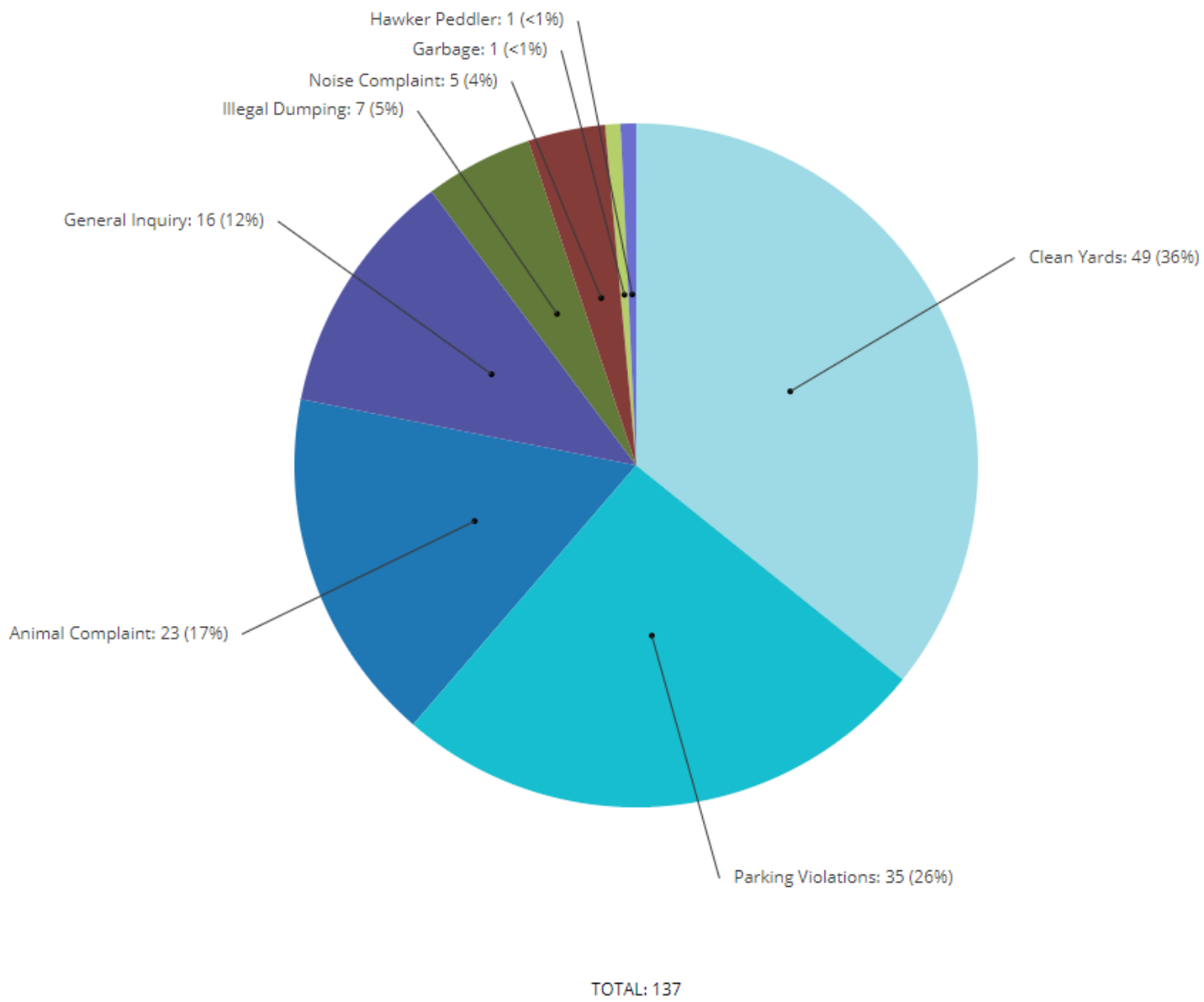
Work Orders In Progress

ID	Work Order Type	Area	Created Date	Phone Calls	Emails	Site Visits	Notices	Orders	Summons
WO-4690	Animal Complaint	Spencerville	9/30/2024		0				
WO-4687	Clean Yards	Cardinal	9/30/2024	1	1	1		1	
WO-4685	Clean Yards	Cardinal	9/27/2024	1		1		1	
WO-4683	Animal Complaint	Spencerville	9/27/2024	1	1	1	1		
WO-4618	General Inquiry	Cardinal	9/4/2024			6		1	
WO-4587	Clean Yards	Cardinal	8/29/2024	3					
WO-4531	Animal Complaint	Johnstown	8/6/2024	6	0	4	1		
WO-4512	Illegal Dumping	Johnstown	7/25/2024	1	3	1			
WO-4508	Clean Yards	Cardinal	7/24/2024			3	1	1	
WO-4486	Clean Yards	Cardinal	7/20/2024		6	7	1	2	
WO-4446	Clean Yards	Cardinal	7/4/2024			2	1		
WO-4437	General Inquiry	Cardinal	6/28/2024			3			1
WO-4436	General Inquiry	Cardinal	6/28/2024			5			1
WO-4434	General Inquiry	Cardinal	6/28/2024			4		1	1
WO-4418	General Inquiry	Johnstown	6/25/2024	1		2			1
WO-4410	Clean Yards	Cardinal	6/18/2024	3		4		1	
WO-4408	Clean Yards	Cardinal	6/18/2024		2	1		1	
WO-4360	Animal Complaint	Cardinal	6/4/2024	8	4	2			1
WO-4329	Clean Yards	Cardinal	5/20/2024	2		4		1	
WO-4260	Clean Yards	Spencerville	5/4/2024			1	1		
WO-4226	Animal Complaint	Cardinal	4/15/2024	8	2	1			
WO-4078	Garbage	Spencerville	2/2/2024	6	4	2			2
WO-3610	Clean Yards	Spencerville	6/10/2023		1	1	1		
WO-2645	Animal Complaint	Spencerville	4/22/2022	8	4	7		3	1
Total in Progress: 24				49	28	63	7	13	8

Work Orders
Open

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**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of The Whole – Administration & Operations

Date: October 15, 2024

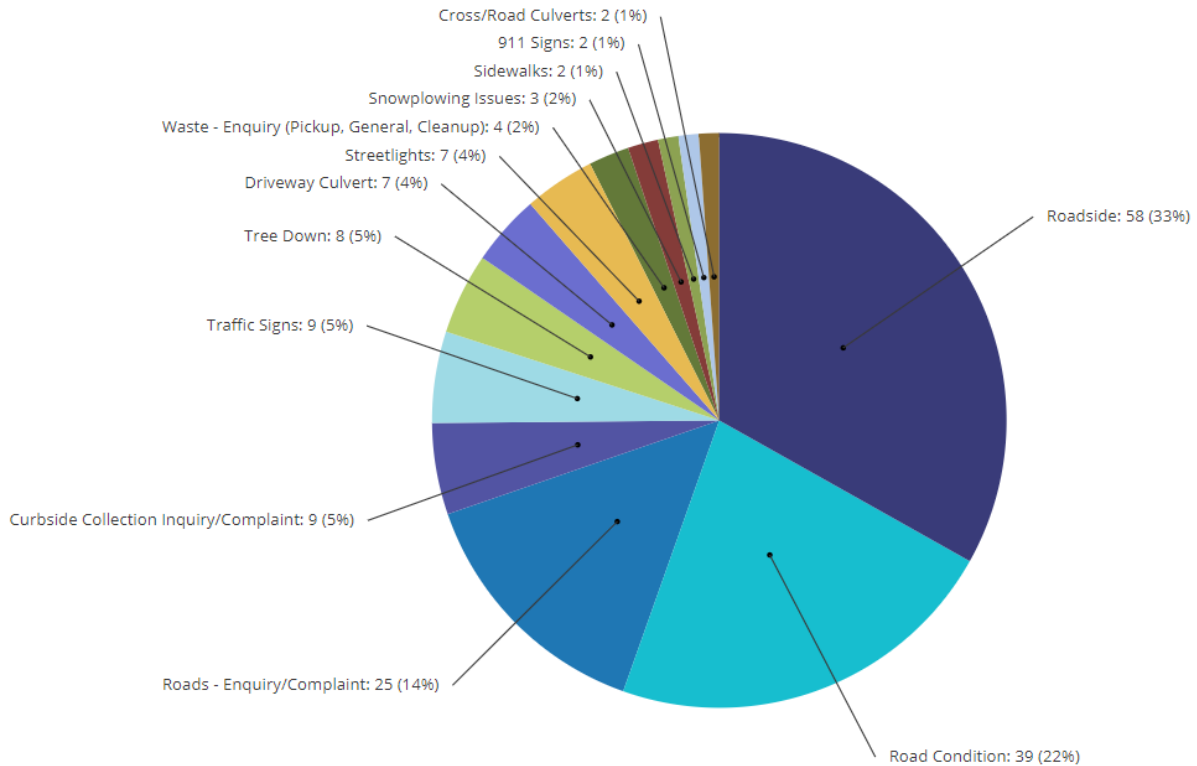
Department: Operations

Topic: 2024 Combined 2nd and 3rd Quarter Statistical Report

Background:

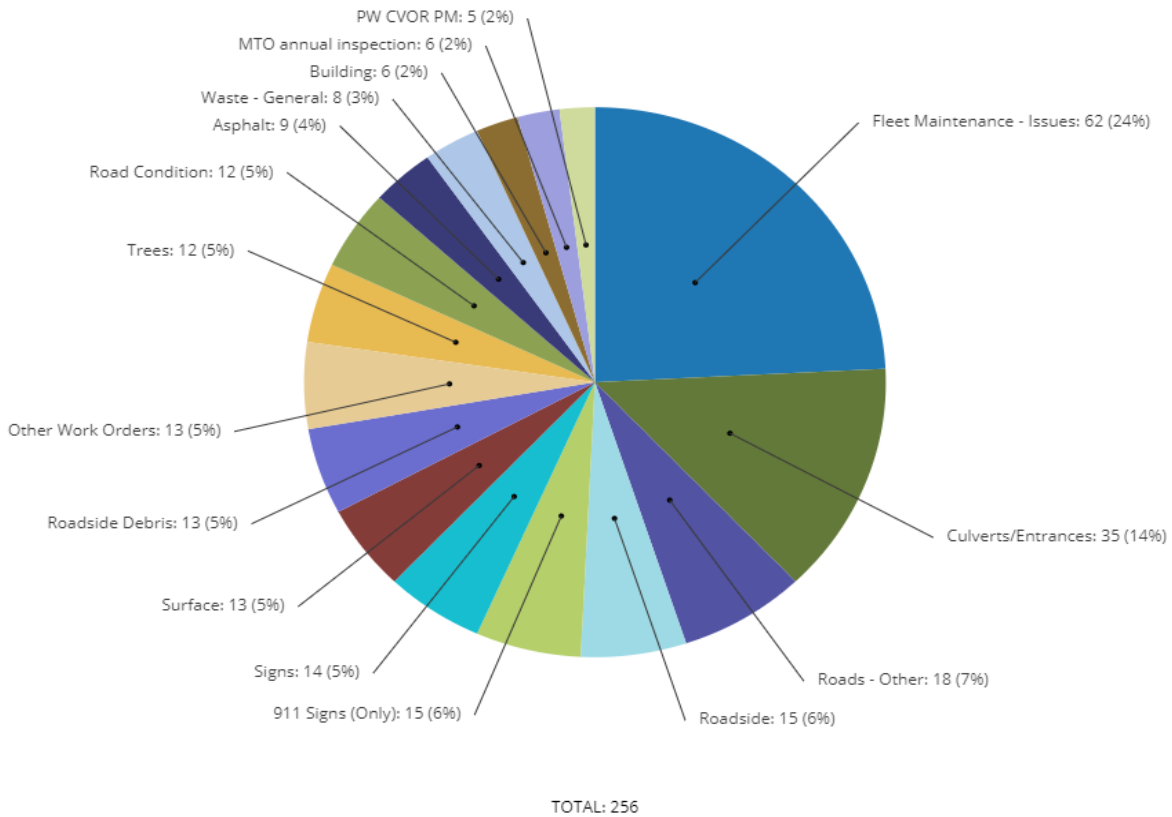
SECTION 1: Public Works

There were 175 service requests created during quarter 2 and 3. The requests are categorized based on type in the below pie chart.



TOTAL: 175

There were 256 work orders created during quarter 2 and 3. The orders are categorized based on type in the below pie chart.



SECTION 2: Waste Disposal

- 1,331 vehicles attended the site over the 26 Saturdays in quarter 2 and 3
- Punch card sales through website: \$ 365.00
- Punch card sales through office: \$1,484.00
- Punch card sales through Cardinal Library: \$ 790.00
- Punch Card sales through Burchell's \$7,209.00
- Total punch card sales for Quarter 2 and 3: \$ 9,848.00

	Curbside Collection - HGC		Transfer Station – Limerick Env.
Month	Solid Waste (t)	Recycling (t)	Transported offsite (t)
April	86.29	32.53	17.77
May	77.63	34.51	14.13
June	78.44	31.70	16.20
July	87.66	34.87	16.77
August	79.44	32.51	17.92
September	91.44	31.18	17.27
Total	500.90	197.30	100.06

SECTION 3: Environmental Services

2nd and 3rd Quarter Cardinal Water Treatment Plant Flow Summary				
Month	Monthly Flow (m³)	Minimum Daily Flow (m³)	Maximum Daily Flow (m³)	Average Daily Flow (m³)
April	11136	253	607	371
May	13249	262	653	427
June	12823	309	641	427
July	12808	316	502	413
August	12211	310	531	394
September	13718	251	750	457

2nd Quarter Summary of Operational Parameters – Cardinal WTP									
	UV	Filter 1A	Filter 1B	Filter 2A	Filter 2B	pH	Pressure	Raw Cl2	Post Chlorine
Average	50.44	0.03	0.03	0.10	0.03	8.03	69.25	1.59	2.52
Unit	mJ/cm²	NTU	NTU	NTU	NTU		PSI	mg/L	mg/L
Compliance	40	1	1	1	1	6.5-8.5	>20		>0.20

3rd Quarter Summary of Operational Parameters – Cardinal WTP									
	UV	Filter 1A	Filter 1B	Filter 2A	Filter 2B	pH	Pressure	Raw Cl2	Post Chlorine
Average	50.92	0.03	0.03	0.11	0.03	8.17	69.21	1.81	2.40
Unit	mJ/cm²	NTU	NTU	NTU	NTU		PSI	mg/L	mg/L
Compliance	40	1	1	1	1	6.5-8.5	>20		>0.20

2nd and 3rd Quarter Microbiological Testing for the Cardinal Water System				
	Number of Samples	Total Coliform	<i>E. coli</i>	HPC (min-max)
April-September	104	0	0	<2-6
Compliance for TC/EC is zero. HPC guideline is less than 500.				

2nd and 3rd Quarter Microbiological Testing- Industrial Park

	Number of Samples	Total Coliform	<i>E. coli</i>	HPC (min-max)
April - September	26	0	0	<2-2
Compliance for TC/EC is zero. HPC guideline is less than 500.				

Description	Prysmian Chlorine Residual	Greenfield Chlorine Residual	Pressure (PSI)
2 nd Quarter Average	1.01	0.77	74
Units	mg/L	mg/L	PSI
Compliance	>0.05	>0.05	>20

Description	Prysmian Chlorine Residual	Greenfield Chlorine Residual	Pressure (PSI)
3 rd Quarter Average	0.77	0.66	73.8
Units	mg/L	mg/L	PSI
Compliance	>0.05	>0.05	>20

2 nd and 3 rd Quarter Report for Windmill Pumping Station				
Month	Total Flow (m ³)	Minimum Daily Flow (m ³)	Maximum Daily Flow (m ³)	Average Daily Flow (m ³)
April	66252	*282	2845	2208
May	83154	2381	3074	2682
June	82446	1900	3246	2748
July	91102	2170	3138	2939
August	88634	2073	3189	2859
September	67654	**519	3146	2255

* Capital Controls addressed SCADA flow totalizer issue.

** Reduced water consumption due to semi-annual shut down.

2 nd and 3 rd Quarter Report for Spencerville Lagoons				
Month	Total Flow (m ³)	Minimum Daily Flow (m ³)	Maximum Daily Flow (m ³)	Average Daily Flow (m ³)
April	5709	113	317	190
May	3922	107	139	127
June	4414	103	209	147
July	4462	100	403	144
August	3873	90	150	125
September	2819	78	126	94

2nd and 3rd Quarter Report for Cardinal WWTP

Month	Total Flow (m³)	Minimum Daily Flow (m³)	Maximum Daily Flow (m³)	Average Daily Flow (m³)
April	47823	922	2548	1594
May	28000	732	1108	903
June	24402	667	1210	813
July	31012	781	1604	1000
August	54045	764	3144	1743
September	32053	678	1715	1068

2nd Quarter April-June	BOD (mg/L)	Suspended Solids (mg/L)	Total Phosphorus (mg/L)	Ammonia (mg/L)	E.Coli
Average	3.1	3.4	0.06	0.19	3.07
Units	mg/L	mg/L	mg/L	mg/L	CFU
Compliance	25	25	1		
Objective	<15	<15	< 1	<4	<200

3rd Quarter July-September	BOD (mg/L)	Suspended Solids (mg/L)	Total Phosphorus (mg/L)	Ammonia (mg/L)	E.Coli
Average	3.6	5.0	0.12	0.23	3.4
Units	mg/L	mg/L	mg/L	mg/L	CFU
Compliance	25	25	1		
Objective	<15	<15	< 1	<4	<200

Month	BOD Removal	Suspended Solids Removal	Phosphorus Removal	Ammonia Removal
April	95%	96%	96%	99%
May	96%	98%	97%	99%
June	98%	98%	98%	98%
July	98%	97%	97%	99%
August	94%	87%	89%	96%
September	96%	96%	95%	99%



 Director of Operations

Committee: Administration & Operations

Date: October 15, 2024

Department: Parks / Recreation & Facilities

Topic: 2nd & 3rd Quarter 2024 Facility Maintenance Report

Background: Below is a list of work performed at Township facilities during the 2nd & 3rd quarter of 2024. These work orders and service requests are above and beyond the daily routines at our facilities. Please note that fire extinguisher testing was completed by Brockville Fire Protection for all township facilities in September.

Ingredion Centre:

- (WO-4195) Install new parking lot light
- (WO 4188) Compressor plant shut down
- (WO-4322) ESA inspection
- (WO-4517) Repairs to Zamboni – shaft seal
- (WO-4556) Voltage leak – front panel repairs
- (WO-4681) Dehumidifier belt replacement
- (WO-4682) Cooling tower pump repair

Spencerville Arena:

- (WO-4189) Compressor 1 overhaul
- (WO-4322) ESA inspection
- (WO-4178) Compressor plant shut down

Town Hall

- (WO-4423) Abell Pest control monthly inspection
- (WO-4335) ESA inspection – tree trimming transformer
- (WO-4349) A/C unit inspection
- (WO-4552) Replace circulating pump
- (WO-4662) Install new emergency wall pack in kitchen

Parks

- (WO-4187) Meadowlands parks fence repair
- (WO-4241) Earth Day cleanup
- (WO-4323) ESA inspection – Johnstown Ball Park light panel repair
- (WO-4325) ESA Inspection Spencerville Ball diamond shed outlet repair
- (WO-4459) Canteen washroom breaker replacement
- (WO-4521) Pickleball court nets and final coating installed
- (WO-4522) Johnstown ball lights completed

Johnstown Hall / Pools

- (WO-3659) Abell Pest control monthly inspection
- (WO-4324) ESA inspection Cardinal Pool outside light fixture repair
- (WO-4414) Replaced framing around large picture window
- (WO-4497) Johnstown pool sewage pump replacement
- (WO-4576) Cardinal pool new chlorinator main pool

Spencerville Library/Cardinal Library

- (WO-4337) ESA inspection Cardinal Library
- (WO-4347) A/C unit inspection – Spencerville
- (WO-4348) A/C unit inspection – Cardinal

Below you will find a list of completed service requests performed by Recreation/Facilities department during the 3rd & 4th quarter.

Townhall (TH)	Fire Halls (F)
Cardinal Library (CL)	Ball Diamonds (D)
Spencerville Library (SP-L)	Parks (P)
Spencerville Arena (SP-Rink)	Ingredion Arena (ING)
Johnstown Hall (SC)	Cardinal Pool (CP)

- SR 3433 Pest control inspection (TH)
- SR 3435 Cleaning supplies delivery (TH)
- SR 3442 Cleaning supplies delivery Fire station 1(F)
- SR 3453 Repair broken light (SP-L)
- SR 3454 Drop off 20 chairs for event (SP-L)
- SR 3478 Pest control inspection (SC)
- SR 3491 Install new (slow no wake signs) (P)

- SR 3492 Installed and put in place new benches & tables (P)
- SR 3496 Bring council chambers back to Spencerville (TH)
- SR 3503 Install new soap dispenser (TH)
- SR 3510 Hook up Bell phone at pool (CP)
- SR 3511 Repairs damage tombstone (P)
- SR 3512 Transport books between libraries (SP-L)
- SR 3517 Install new seal on toilet (TH)
- SR 3518 Install Adirondack chairs at Mill (P)
- SR 3536 Lift inspection (ING)
- SR 3546 Install new shelving and cabinets (TH)
- SR 3636 Replace damage light Mill storage (TH)
- SR 3720 Install & secure shelving (CL)

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Facilities Manager

TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM

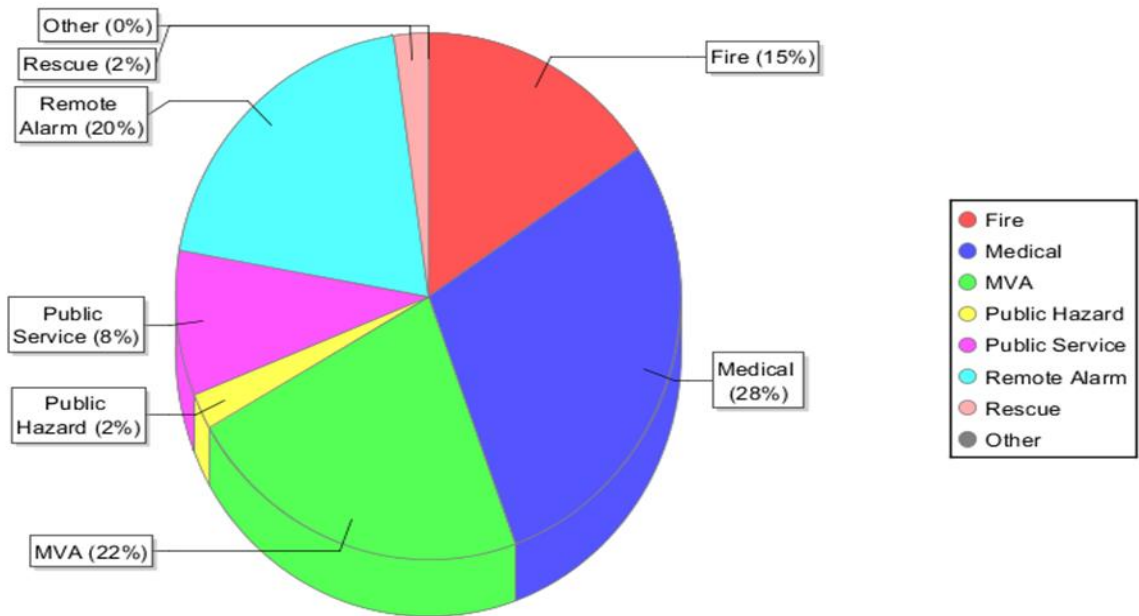
Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Fire

Topic: Q2 Fire Report 2024

Total: 45



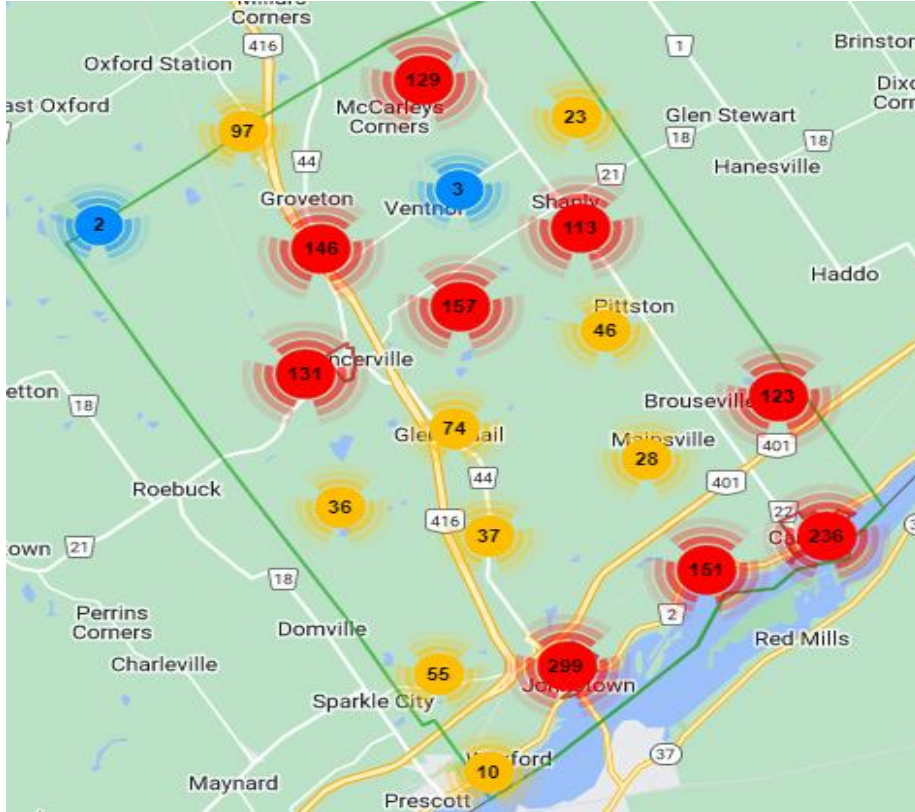
Fire Losses:

- Fire - Garage - \$100,000
- Fire - Tractor/Trailer - \$50,000
- Fire - Car - \$15,000

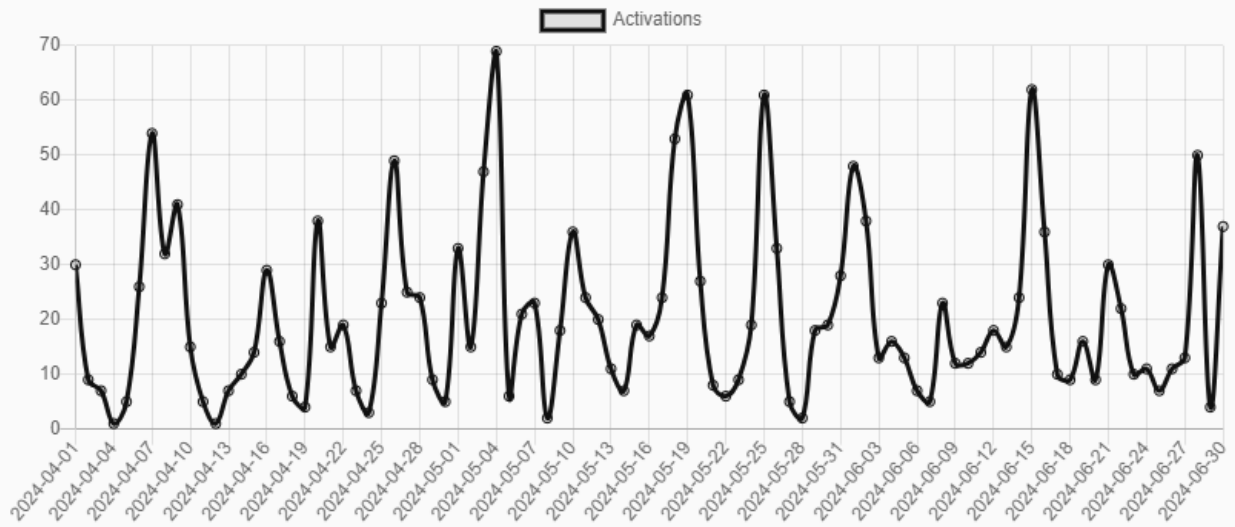
Updates/Changes to Department:

- Twelve firefighters received their NFPA 1001 Firefighter II Certification
- One resignation was received due to relocation
- Annual advanced cleaning and inspection of PPE program started

Registered Burn Map for Q2



Permits Activated



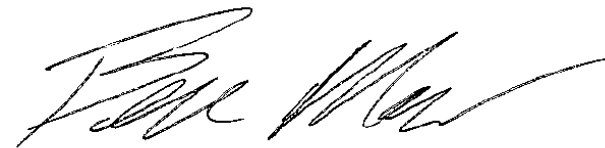
Fire Department Roster March 31, 2024		
	Station #1	Station #2
	DC Dan Davy	
1.	Capt. Mark Bruce	Capt. Mike Ayerst
2.	Capt. John Dobbie	Capt. Steve Roberts
3.	Capt. Brian Purcell	Capt. Cody Oatway
4.	Andrew Beatty	Shawn Bradford - recruit
5.	Jay Bottan	Liam Bush
6.	Jessica Boyer	Wade Egeberg - recruit
7.	Brendan Bruce	Jason Jacques
8.	Ian Carlow – recruit	Dustin Krahn
9.	Josh Couture	Nathaly Landry - recruit
10.	Corey Gillan - recruit	Shawn Linn
11.	Chris LeFeuvre - recruit	Mathew Perkins - recruit
12.	Erika MacDonald	Francis Plamondon - recruit
13.	Phil Malcomnson	Marcio Ramos - recruit
14.	Jacob Monty	Lloyd Scott
15.	Tim Nason	Ann Shorey
16.	Steve Pietarinen	Tyler Varley - recruit
17.	Pete Rainville	Steve West
18.	Kyle Scharf - recruit	Tim Yandeau
19.	Ryan Van Keulen	
20.	Patrick Vezina - recruit	
21.	Matt Wallace	
		Fire Prevention Officer
		John Henry

Q2 2024 Incident Summary				
Call Time	Response Area	On Scene	Incident Type	Alarm Source
04 Apr 2024 09:57:44	Newport Drive	Truck 8 10:19:46	Remote Alarm:Alarm Bells	05 from Monitoring Agency
05 Apr 2024 16:53:10	Cooper Road	Rescue 1 17:12:51	Medical:Assist:Ambulance	03 from Ambulance
07 Apr 2024 03:00:01	Newport Drive	Truck 9 03:15:01	Remote Alarm:Fire Signal	05 from Monitoring Agency
09 Apr 2024 11:19:02	HIGHWAY 416 SOUTH EXIT	Rescue 1 11:30:07	MVA:Assist:Medical Aid	03 from Ambulance
12 Apr 2024 04:59:03	HIGHWAY 401 EAST DISTANCE MARKER	Truck 9 05:15:06	MVA:Assist:Medical Aid	03 from Ambulance
15 Apr 2024 14:45:12	County Road 44, EDWB & Jochem Road, EDWB	Rescue 1 14:59:04	MVA:Tiered Response	03 from Ambulance
17 Apr 2024 00:24:13	Dundas Street	No Data	Fire:Burning Complaint	02 from Civilian (non-911)
17 Apr 2024 18:04:10	County Road 2, CARD & Dundas Street	Rescue 5 18:11:33	MVA:Tiered Response	03 from Ambulance
21 Apr 2024 07:05:11	Brouseville Road	Rescue 5 07:17:22	Medical:Assist:Ambulance	03 from Ambulance
26 Apr 2024 17:53:31	Glen Smail Road	Truck 8 18:03:24	Public Service:Public Assistance	08 Two-Way Radio
26 Apr 2024 22:29:45	County Road 22	No Data	Medical:Assist:Ambulance	03 from Ambulance

27 Apr 2024 09:39:49	HIGHWAY 401 WEST EXIT	No Data	MVA:Assist:Medical Aid	Manual Call
27 Apr 2024 12:11:51	County Road 44	Rescue 112:23:21	Fire:Rubbish	Manual Call
03 May 2024 05:35:58	James Street	Rescue 5 05:45:45	Medical:Assist:Ambulance	03 from Ambulance
03 May 2024 14:45:12	Galop Canal Road	Unit 1 14:45:50	Public Service:Public Assistance	08 Two-Way Radio
04 May 2024 18:01:28	Dundas Street	Pumper 4 18:10:46	Fire:Burning Complaint	E-911 Cellular - Phase II
05 May 2024 18:39:44	County Road 21	Pumper 1 18:53:03	Fire:Hydro:Transformer	E-911 Cellular - Phase II
06 May 2024 15:49:12	Dundas Street	Rescue 5 15:59:25	Medical:Assist:Ambulance	03 from Ambulance
08 May 2024 15:09:36	Marine Station Road	Unit 1 14:10:09	Remote Alarm:Alarm Bells	01 911
09 May 2024 05:20:22	Second Street	Pumper 4 05:37:56	Remote Alarm:Fire Signal	05 from Monitoring Agency
11 May 2024 12:07:56	FERGUSON ROAD, AUGST & Forsythe Road	Rescue 1 12:26:03	Medical:Assist:Ambulance	03 from Ambulance
12 May 2024 01:28:39	Jochem Road	Rescue 1 01:46:12	Medical:Assist:Ambulance	03 from Ambulance
13 May 2024 17:44:21	HIGHWAY 416 NORTH DISTANCE MARKER	No Data	MVA:Tiered Response	03 from Ambulance

13 May 2024 20:06:06	Frederick Street	Rescue 5 20:17:37	Fire:Structural:Residential	E-911 Cellular - Phase II
14 May 2024 03:25:22	David Street	Rescue 1 03:46:30	Remote Alarm:CO Detector	E-911 Cellular - Phase II
14 May 2024 13:10:56	Millar Road, EDWB & Ventnor Road, EDWB	No Data	MVA:Tiered Response	03 from Ambulance
23 May 2024 04:02:03	Pittston Road	Personal Vehicle E/C 04:16:14	Medical:Assist:Ambulance	03 from Ambulance
23 May 2024 07:04:37	Dundas Street	Truck 8 07:08:10	Medical:Assist:Ambulance	03 from Ambulance
23 May 2024 10:57:29	Highway 416 North	Rescue 1 11:15:04	MVA:Tiered Response	03 from Ambulance
26 May 2024 00:03:16	Galop Canal Road	Pumper 4 00:14:30	Rescue:Water/Ice	03 from Ambulance
28 May 2024 12:12:07	Dundas Street	Rescue 5 12:20:11	Medical:Assist:Ambulance	03 from Ambulance
08 Jun 2024 07:50:11	Weir Road	No Data	Remote Alarm:Smoke Detector	05 from Monitoring Agency
10 Jun 2024 04:54:09	Albert Street	Truck 9 05:02:02	Public Service:Public Assistance	02 from Civilian (non-911)
11 Jun 2024 18:15:29	HIGHWAY 401 EAST EXIT	Tanker 2 (11 Jun 2024/18:34:13)	Fire:Vehicle:Transport	E-911 Cellular - Phase II
13 Jun 2024 04:36:57	Newport Drive	Unit 1 04:51:42	Remote Alarm:Alarm Bells	05 from Monitoring Agency

14 Jun 2024 05:35:32	Porter Road	No Data	Public Hazard:Power Line	04 from Police Services
14 Jun 2024 11:13:41	County Road 22	Rescue 5 11:23:05	MVA:Tiered Response	03 from Ambulance
14 Jun 2024 15:35:26	County Road 21	No Data	Remote Alarm:Alarm Bells	05 from Monitoring Agency
17 Jun 2024 13:55:07	County Road 2, EDWB & Queen Street, EDWB	No Data	Fire:Vehicle:Car	E-911 Cellular - Phase II
18 Jun 2024 12:02:44	Armstrong Road	Unit 1 12:03:17	Public Service:Public Assistance	08 Two-Way Radio
18 Jun 2024 15:11:44	McCrea Road	Rescue 115:25:05	Medical:Assist:Ambulance	03 from Ambulance
21 Jun 2024 15:40:32	Victoria Street	Rescue 5 15:52:48	Medical:Assist:Ambulance	03 from Ambulance
21 Jun 2024 22:44:53	Perry Street	Rescue 5 22:52:46	Medical:Assist:Ambulance	03 from Ambulance
26 Jun 2024 16:19:57	Middle Street	Rescue 5 16:30:33	Remote Alarm:Alarm Bells	01 911
29 Jun 2024 09:47:42	Highway 416 South	Pumper 1 09:59:18	MVA:Tiered Response	04 from Police Services



Fire Chief

Committee: Committee of the Whole – Administration & Operations

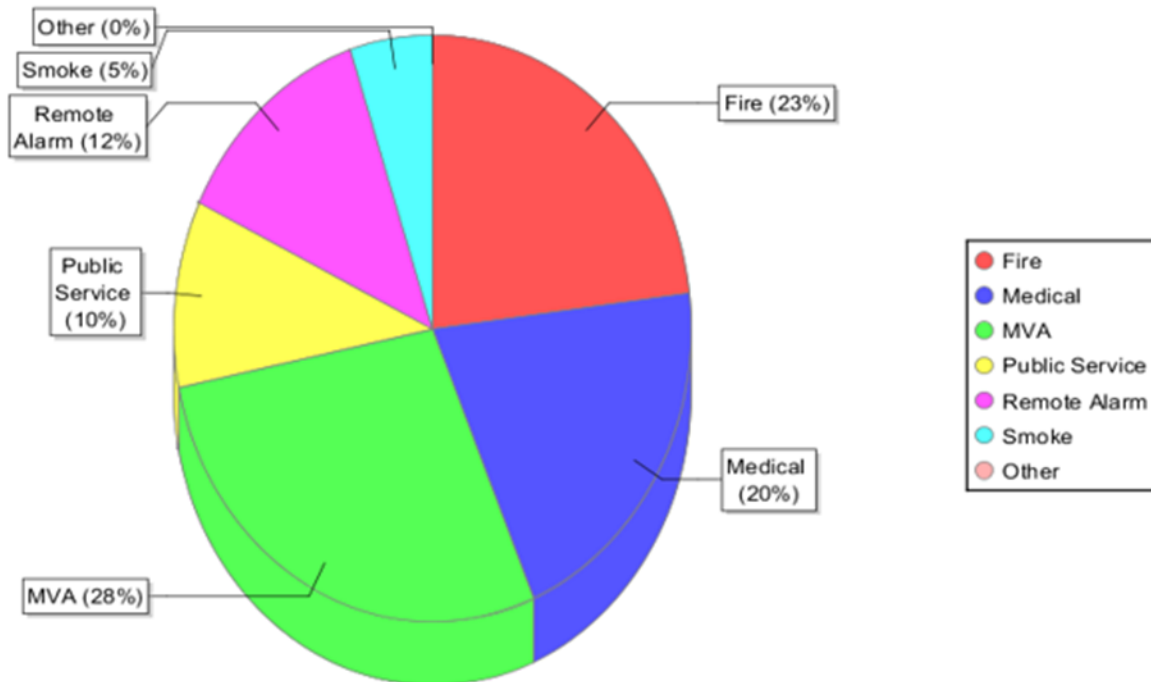
Date: October 15, 2024

Department: Fire

Topic: 3rd Quarter Fire Report 2024

39 Total Incidents

Incidents By Type Report



Fire Losses:

- Fire - Vehicle \$300 (on way to auto recycler)
- Fire - RV \$5,000 (brake fire)
- Fire - Laundry/Utility Room - \$50,000
- Fire - Camping Trailer \$2,500

Updates/Changes to Department:

- Annual MTO inspections and service completed
- Annual Pump Testing completed
- Provided standby crew for Iroquois FD for funeral services
- One member resigned to focus on her growing family
- Health & Safety Inspection was completed at Station #1
- One member respirator fit tested by PFD

Meetings Attended:

- Officers Meeting was held at Station #1
- Mutual Aid Meeting
- Chief attended EMS MPDS implementation meeting

Training/Courses Attended:

- Admin & Chief attended OFC Training Portal training at Leeds 1000 Islands
- Two firefighters completed NFPA 1072 Hazmat Operations
- Two firefighters completed NFPA 1001 Firefighter I
- Three firefighters completed NFPA 1001 Firefighter II
- Three firefighters completed NFPA 1041 Fire Service Instructor 1
- Preplanning sessions completed at both stations
- Two sessions were held at the Boneyard for auto extrication
- Four truck & equipment checks completed
- Training was completed at Levac Propane site for loading/unloading procedures
- Training in pump operations and water supply
- Fire scenarios were completed using the Spencerville Ag Society Exhibit Building for Search & Rescue and other scenario was completed using water supply and fire hydrants

Fire Prevention Activity:

- Fire Prevention Officer visited both Day Camps
- FPO had a teleconference with Greenfield to coordinate extinguisher training
- Fire Prevention information and materials provided throughout the weekend in the fire department tent at the Spencerville Fair
- FPO attended the Fire Prevention Conference
- Chief attended virtual BESS fire safety webinar

Activity:

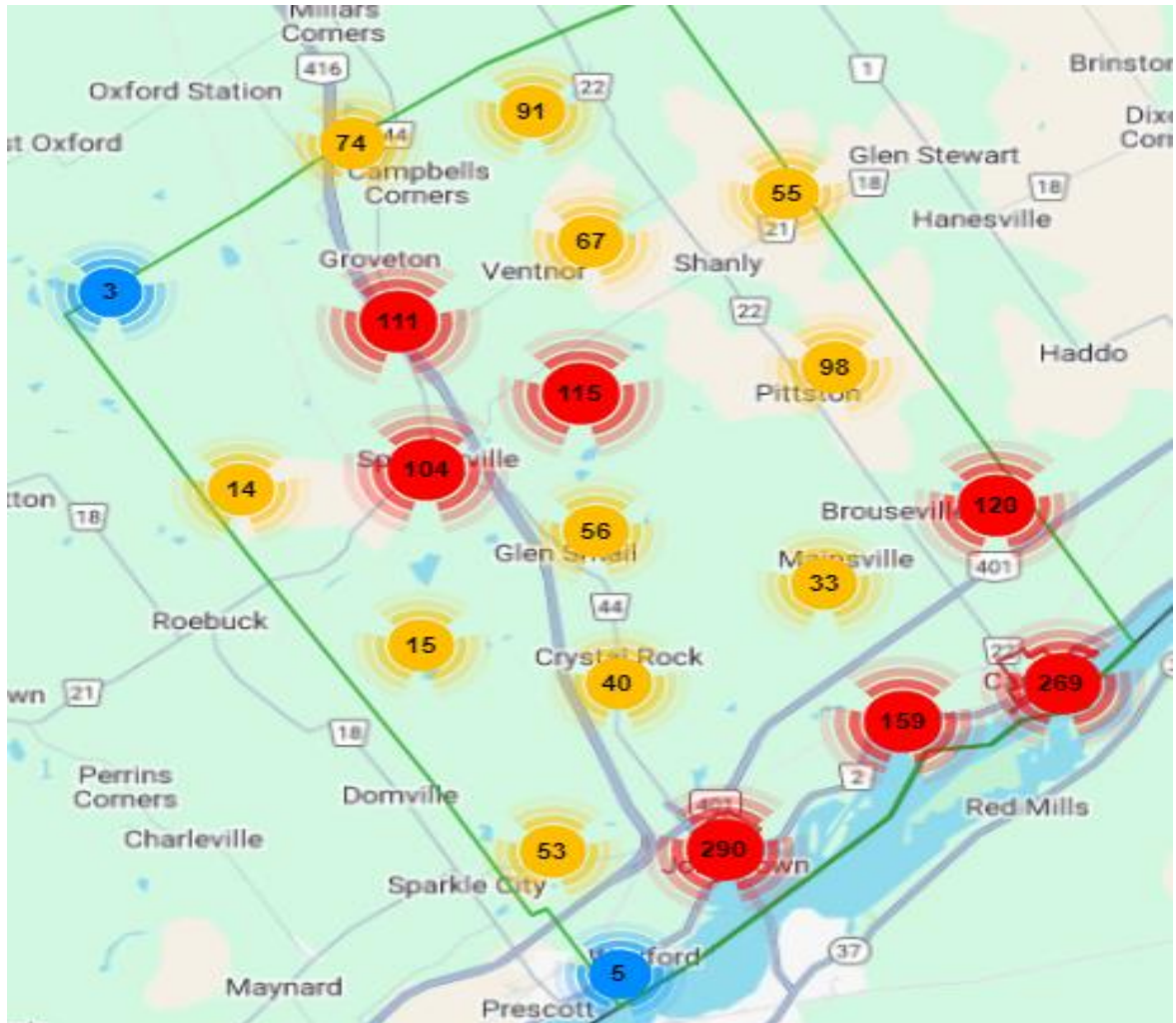
- Hosted the “Annual Touch a Truck” at the Spencerville Fair during school visits
- Fire Department assisted with fire coverage during the Tractor Pulls/Truck Pulls and Demolition Derby
- Recruitment information provided at the fire department tent throughout the fair
- Transitioned burn permit system from PayPal to Moneris to align with twp systems
- Fire apparatus received Krown rust treatment

Burn Permits:

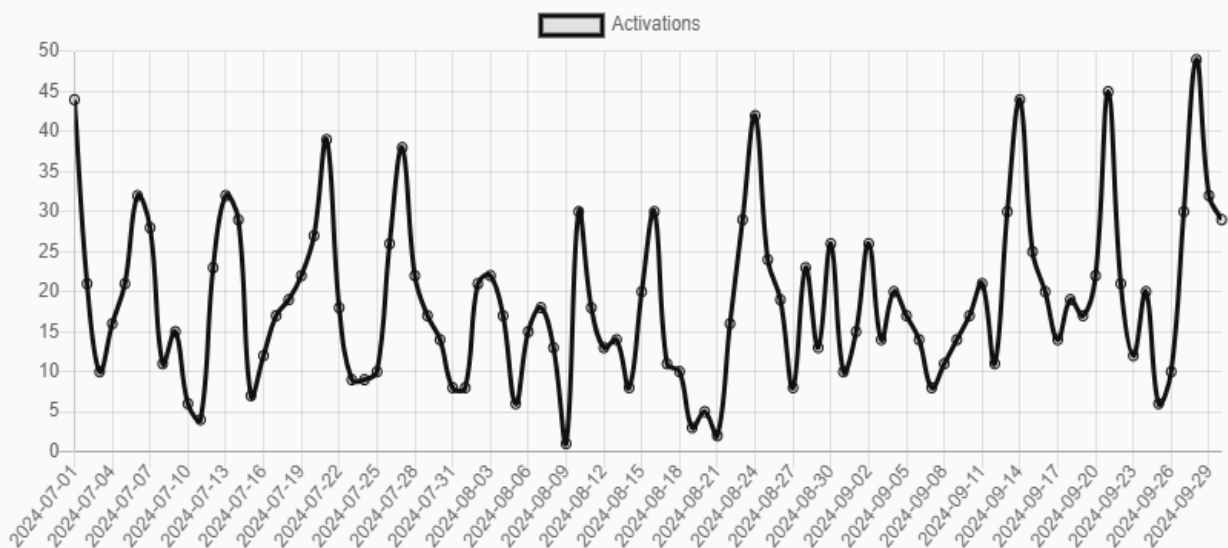
Permits created Q3 –91
Registered burns Q3 – 1,772
Income Q3 - \$890.00

YTD - 1039
YTD - 4543
YTD - \$9,820.00 (less fees)

Registered Burn Map for Q3



Permits Activated



Fire Department Roster September 30, 2024		
	Station #1	Station #2
	DC Dan Davy	
1.	Capt. Mark Bruce	Capt. Mike Ayerst
2.	Capt. John Dobbie	Capt. Steve Roberts
3.	Capt. Brian Purcell	Capt. Cody Oatway
4.	Andrew Beatty	Shawn Bradford - recruit
5.	Jay Bottan	Liam Bush
6.	Brendan Bruce	Wade Egeberg - recruit
7.	Ian Carlow	Jason Jacques
8.	Josh Couture	Dustin Krahn
9.	Corey Gillan	Nathaly Landry
10.	Chris LeFeuvre	Shawn Linn
11.	Erika MacDonald	Mathew Perkins - recruit
12.	Phil Malcomnson	Francis Plamondon
13.	Jacob Monty	Marcio Ramos - recruit
14.	Tim Nason	Lloyd Scott
15.	Steve Pietarinen	Ann Shorey
16.	Pete Rainville	Tyler Varley - recruit
17.	Kyle Scharf	Steve West
18.	Ryan Van Keulen	Tim Yandeau
19.	Patrick Vezina – recruit	
20.	Matt Wallace	
21.		
22.		Fire Prevention Officer John Henry

Q3 2024 Incident Summary				
Call Time	Response Area	On Scene	Incident Type	Alarm Source
Sat, 6 Jul 2024 10:47:48	Legion Way	No Data	Public Service: Police Assistance	04 from Police Services
Sun, 7 Jul 2024 14:45:27	Spencer Street	Pumper 1 14:52:48	Remote Alarm: Smoke Detector	05 from Monitoring Agency
Sun, 7 Jul 2024 17:50:01	Armstrong Road	No Data	Remote Alarm: Alarm Bells	05 from Monitoring Agency
Tue, 9 Jul 2024 00:33:47	Dundas Street	Rescue 5 00:45:30	Public Service: Other	E-911 Cellular - Phase II
Sat, 13 Jul 2024 14:34:22	Baker Drive	Tanker 2 15:07:10	Fire: Structural: Residential	E-911 Cellular - Phase II
Thu, 18 Jul 2024 17:42:44	County Road 44	Rescue 1 17:58:38	Public Service: Public Assistance	01 911
Sat, 20 Jul 2024 17:22:56	Brouseville Road	Rescue 1 17:35:34	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Tue, 23 Jul 2024 21:14:58	County Road 2	Rescue 5 21:26:00	MVA: Tiered Response	03 from Ambulance
Thu, 25 Jul 2024 12:54:05	County Road 22	Truck 8 13:06:52	Remote Alarm: Alarm Bells	05 from Monitoring Agency
Wed, 31 Jul 2024 13:33:58	Highway 416 North	Rescue 1 13:49:58	MVA: Tiered Response	03 from Ambulance
Fri, 2 Aug 2024 19:35:59	Glen Smail Road	Rescue 1 19:46:15	Medical: Assist: Ambulance (emergency)	03 from Ambulance

Wed, 7 Aug 2024 18:30:24	William Street	Rescue 5 18:39:46	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Wed, 7 Aug 2024 18:36:46	County Road 21	No Data	MVA: Assist: Extrication	Manual Call
Thu, 8 Aug 2024 19:57:37	County Road 2	Pumper 4 20:10:01	Smoke: Internal: Smoke in Area	E-911 Cellular - Phase II
Thu, 8 Aug 2024 20:20:26	Brouseville Road	Rescue 1 20:33:37	MVA: Assist: Medical Aid	03 from Ambulance
Fri, 16 Aug 2024 00:30:09	Highway 416 North	Rescue 1 00:48:17	MVA: Tiered Response	03 from Ambulance
Tue, 20 Aug 2024 00:45:42	Dukelow Road	Pumper 1 00:56:36	Smoke: External: Sight of Smoke	E-911 Cellular - Phase II
Wed, 21 Aug 2024 02:30:37	Dukelow Road	Rescue 1 02:42:43	Fire: Vehicle: Camper Trailer	E-911 Cellular - Phase II
Sat, 24 Aug 2024 22:10:48	County Road 44 & Crowder Rd	Rescue 1 22:21:55	MVA: Tiered Response	03 from Ambulance
Mon, 26 Aug 2024 16:37:33	Latimer Road	Pumper 1 16:55:07	Fire: Structural: Residential	E-911 Cellular - Phase II
Tue, 27 Aug 2024 17:07:02	Shanly Road	Rescue 5 17:16:45	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Sun, 1 Sep 2024 15:00:24	Highway 416 South	Pumper 1 15:12:34	MVA: Tiered Response	03 from Ambulance
Thu, 5 Sep 2024 09:30:22	Cedar Grove Road	Tanker 2 09:49:45	Fire: Vehicle: Watercraft	04 from Police Services
Wed, 11 Sep 2024 17:36:13	County Road 21	No Data	MVA: Tiered Response	03 from Ambulance

Thu, 12 Sep 2024 13:14:50	Highway 416 North	Pumper 1 13:26:57	Fire: Vehicle: Truck	E-911 Cellular - Phase II
Thu, 12 Sep 2024 15:51:28	Highway 401 & Highway 416	No Data	Fire: Vehicle: Bus	04 from Police Services
Thu, 12 Sep 2024 17:17:57	County Road 44	Pumper 117:32:47	Fire: Vehicle: Camper Trailer	04 from Police Services
Thu, 12 Sep 2024 20:57:10	Highway 416 South	Rescue 1 21:06:42	MVA: Tiered Response	03 from Ambulance
Fri, 13 Sep 2024 06:42:20	Hyndman Road	No Data	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Sat, 14 Sep 2024 19:27:03	HIGHWAY 401 EAST	No Data	MVA: Tiered Response	03 from Ambulance
Tue, 17 Sep 2024 16:34:58	Flett Street	Rescue 5 16:42:35	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Tue, 17 Sep 2024 19:15:42	Burchell Street	Tanker 2 19:32:04	Fire: Vehicle: Car	E-911 Cellular - Phase II
Wed, 18 Sep 2024 06:08:53	Rooney Road	Rescue 5 06:27:10	MVA: Tiered Response	03 from Ambulance
Wed, 18 Sep 2024 12:54:04	Centre Street	Rescue 1 13:00:03	Medical: Assist: Ambulance (emergency)	03 from Ambulance
Fri, 27 Sep 2024 06:44:31	East Street	Rescue 5 06:54:32	Remote Alarm: Alarm Bells	E-911 Cellular - Phase II
Sat, 28 Sep 2024 16:02:22	Centre Street	Unit 1 16:27:28	Public Service: Police Assistance	04 from Police Services
Sat, 28 Sep 2024 17:00:00	Brouseville Road	Truck 9 17:11:15	Medical: Tiered Response	03 from Ambulance

Sun, 29 Sep 2024 01:44:40	Commerce Drive	Pumper 4 02:04:25	Fire:Unknown	E-911 Cellular - Phase II
Mon, 30 Sep 2024 18:27:12	Dishaw Street	No Data	Remote Alarm: Alarm Bells	Manual Call



Fire Chief



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole - Administration and Operations

Date: October 15, 2024

Department: Fire

Topic: 2024 MTO Interim Report

Purpose: To update Committee on 2024 MTO calls

Background: When the fire department responds to an emergency on a 400 series highway and approved services are performed, the MTO will pay the Municipality a rate of \$559.86 per vehicle/hour for up to 3 vehicles, unless the circumstances require more.

When submitting a claim to the MTO; all services performed, supplies used, and fire apparatus' purpose must be documented in detail. Only apparatuses that perform a service qualify for payment. In the event that more than one fire department responds to an incident, only one claim can be made to the MTO. Upon payment from MTO, the host Municipality then distributes the funds as appropriate.

Services eligible for payment include; vehicle extrication, fire extinguishment and spill containment. Rendering first aid, directing traffic and no service calls, i.e., a vehicle in the ditch with no injuries are examples of highway responses that do not qualify for payment.

No-service MTO calls was identified as a priority by the Ontario Association of Fire Chiefs (O AFC) for the past several years. Unfortunately, multiple requests for data have been unsuccessful, indicating a lack of support for this issue. Moving forward, staff will continue to document all responses and invoice the MTO only when approved services have been performed. This will drastically reduce staff time entering/tracking invoices and eliminate unnecessary risk to fire department personnel gathering information on the highway needed to complete the invoice.

Fire department Officers do an excellent job delegating services that are both "approved" by the MTO and appropriate in the circumstances to mitigate the situation.

2024 MTO Interim Report					
Submitted			Not Submitted		
Date	Hwy	Amount	Date	Hwy	Amount
1/28/2024	416	\$1,679.58	1/11/2024	416	\$1,119.72
2/29/2024	416	\$2,519.37	1/12/2024	416	\$1,119.72
3/4/2024	416	\$2,567.37	1/12/2024	416	\$1,119.72
4/12/2024	401	\$2,669.37	1/25/2024	416	\$559.86
6/11/2024	401	\$2,859.37	1/27/2024	401	\$1,679.58
6/29/2024	416	\$1,679.58	3/20/2024	416	\$1,119.72
			3/24/2024	416	\$1,119.72
			4/9/2024	416	\$1,679.58
			* 5/13/2024	416	\$0.00
			5/23/2024	416	\$1,119.72
			7/31/2024	416	\$1,119.72
			* stand-down by EMS prior to responding		
		\$13,974.64			\$11,757.06



 Fire Chief



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Committee of the Whole – Administration and Operations

Date: October 15, 2024

Department: Fire

Topic: Council MTO Resolution

Purpose: To receive Council support of the attached resolution

Background: Under the current agreement between the Ontario Association of Fire Chiefs O AFC and the Ministry of Transportation MTO, fire departments must perform approved services to qualify for reimbursement when responding to provincial highways. Approved services include; fire extinguishment, spill cleanup, vehicle stabilization, traffic control, extrication, hazmat and standby that is requested by the OPP.

Costs for these services are recovered by the MTO from the driver(s) involved in the incident and then paid to the fire department. In cases where approved services are not needed or the incident is simply not located the cost of the response is borne entirely by the taxpayers of the municipality responding.

Policy Implications: N/A

Strategic Plan Implications: N/A

Financial Considerations: An average call out to the highway costs the Township approximately \$600.00. A set fee for no service calls would help cover the cost incurred to the Township for supplying emergency response to the Provincial highways.

Recommendation: That Committee recommends that Council support the draft resolution requesting the MTO to update its agreement with the Ontario Association of Fire Chiefs to recognize emergency response as a service and establish a minimum fee for every response.


Fire Chief

WHEREAS the United Counties of Leeds and Grenville contains approximately 198 km of Provincial Highway infrastructure, including portions of Highways 401, 416, 15, 16, 2, 137; and

WHEREAS Fire Departments in Leeds and Grenville responded to approximately 220 emergency incidents on the Provincial highway network in 2023; and

WHEREAS eleven of the twelve fire departments within the United Counties of Leeds and Grenville rely on volunteer firefighters for emergency response; and

WHEREAS the Ministry of Transportation has an agreement with the Ontario Association of Fire Chiefs specifying “approved services” that must be performed in order to qualify for reimbursement; and

WHEREAS in many cases the “approved services” are not required and therefore no reimbursement is provided by the Ministry; and

WHEREAS the cost of responding to these emergency incidents fall on the taxpayers within each municipality; and

WHEREAS the Fire Protection Services Reimbursement Program for Unincorporated Ontario includes responding to false alarms as a call type that may be eligible for payment; and

WHEREAS the Ministry of transportation should recognize the value to public safety that each municipal fire department provides when responding to emergency incidents by incorporating emergency response to the Ministry approved list of services; and

WHEREAS the Chief Fire Officers Association of Leeds and Grenville support and encourage the Ministry of Transportation to expand the approved list of services for municipal fire departments responding to emergency incidents on the Provincial highway network within the Province of Ontario.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal requests that the Ministry of Transportation update its agreement with the Ontario Association of Fire Chiefs to recognize all emergency responses on the Provincial highway network as a public service, and establish a minimum rate of reimbursement for each response.

AND FURTHER THAT this resolution be forwarded to the Minister of Transportation, Premier of Ontario, Ontario Association of Fire Chiefs, Chief Fire Officers’ Association of Leeds and Grenville and Municipal Councils within the United Counties of Leeds and Grenville.



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Public Works

Topic: Patterson Rd Unopened Road Allowance Update

Background: This information is being provided subsequent to the delegation on September 9.

The request and action item were scheduled to come forward at the May Committee meeting. The applicant asked for this be delayed until the June meeting and requested a copy of the staff report. A draft copy of the report was provided to the applicant that indicated remaining status quo on Patterson Road.

The applicant contacted staff and requested this be delayed to September as the applicant had hired a planner to put together a package and this would allow the planner sufficient time to complete the report.

Staff has not received a planner's report to date only a request for delegation at the September 9 meeting.

You will find attached the original request and action item (dated June 10). The photos recently taken on the next page indicate that improvements have been made to the unopened portion of the road and an entrance without authorization or approvals. The first photo shows the start of the unopened portion and the second photo is an entranceway off the unopened road allowance.



The staff recommendation remains the same as the draft June report. It would be misleading the applicant to give permission to make improvements on the unopened portion of the road when they are proposing and/or operating a business that is not zoned (permitted use) on the property. The first step would be a zoning bylaw amendment.



Director of Operations



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: June 10, 2024

Department: Public Works

Topic: Patterson Rd Unopened Road Allowance Upgrade.docx

Purpose: To bring forward a request from a property owner seeking permission to upgrade approximately 400 meters of currently unmaintained road allowance.

Background: The property owner, Mr. Josh Philliban, is requesting permission to upgrade approximately 400 meters of Patterson Road to access the rear portion of his property on Weir Rd. The purpose of accessing the property off Patterson Rd is to operate a sandblasting and painting business that would predominantly serve the industrial and commercial sector (heavy equipment and fleet vehicles).

The property is currently not zoned for this use or business and would require a zoning bylaw amendment.

Based on the location, the investment needed and the potential future demands for improvements and maintenance, staff recommend remaining consistent with the purpose of the policy and not grant permission.

Policy Implications: The Corporation of the Township of Edwardsburgh/Cardinal will generally refuse to permit any person to open any unopened road allowance within the Township by way of a trail, driveway or road capable of being used by any motor vehicle whatsoever.

The purpose of this policy is to protect the Township from demands that such unopened road allowances be improved and maintained at the expense of the general ratepayers of the municipality. (Use of Unopened Road Allowance Policy, Bylaw 2015-52)

Financial Considerations: The owner has been provided a copy of the policy and is aware that all improvements to the road allowance are at the sole expense of the applicant and all such improvements must be approved by the municipality.

Recommendation: That Committee recommends that Council remain consistent with the policy and have Patterson Road remain status quo.

Title/Position

Title/Position

Request Permission To Upgrade Patterson Road Allowance

**Josh Philliban
21 Burchell St
Johnstown Ontario K0E-1T1
613-556-0806
jphilli.2004@gmail.com**

Interest In The Allowance

I hope this letter finds you in good health and high spirits. I am writing to express my keen interest in obtaining permission to upgrade the Patterson road allowance to establish access to my property for the purposes of expanding my Indigenous business.

As an entrepreneur belonging to the Indigenous community I have been diligently working towards the growth and development of my business. However a major obstacle hindering my progress is the lack of accessibility to the rear portion of my property from Weir road. This issue arises due to a swamp that cuts off the back 30 acres of land rendering them inaccessible .

In order to overcome this challenge and ensure the smooth functioning of my business operations it is imperative that I establish an alternative access point via Patterson road.

This would not only provide me with a feasible solution but also enable me to utilize the entire expanse of my property efficiently .

I kindly request your assistance in guiding me through the necessary procedures and requirements to obtain the Patterson road allowance upgrade.

I firmly believe that by securing access to my property from Patterson road I will be able to expand my Indigenous business and contribute positively to the local economy. I am confident that with your expertise and guidance we can find a mutually beneficial solution to this matter.

Plan Description

I am writing to express my interest in obtaining permission to upgrade and maintain an unopened road allowance on Patterson road for the purposes of establishing a small Indigenous business. The business will specialize in Sandblasting and Painting Services for the Industrial and commercial sectors with a focus on Heavy Equipment and Fleet restoration services.

My plan for the business involves employing approximately five seasonal workers Supporting local business such as Mulders Machine and Welding, Knowbuddies, Polite Sand and Gravel, HP Performance, Beck's Construction just to name a few to facilitate these operation i would need to extend the maintained section of Patterson road west approximately 1300 feet or 433.33 yards to the entrance of the property.

Once the road extension is in place I intend to proceed with rezoning and permit applications to construct the necessary buildings and facilities for the business. I believe that this project would not just benefit me and my employees but also contribute to the economic development of the municipality by providing additional employment opportunities and supporting local business.

I would be grateful for the opportunity to present my plans further to the council and discuss the potential benefits of my business for the community. I Am available to meet at your convenience to answer any questions and provide additional information if needed.

Planned road upgrades

The planned road upgrades aim to enhance the infrastructure along the designated stretch with precision and efficiency. The goal is to meticulously brush the road sides ensuring logs exceeding four inches are neatly piled for easy collection by the township. Additionally the ditches will be thoroughly cleared up to the laneway entrance. Aligning with the standards set by the county road regulations. Collaborating with Polite Sand and Gravel for their expertise a comprehensive proposal is being crafted to outline the detailed scope of the intended improvements . This in depth description will encompass the necessary steps to elevate the current road allowance promising a smoother, Safer and more compliant roadway in line with professional expectations and standards.

Accurate location along with map pictures

The rear of 3801 Weir Road
LOT # 38
Conc # 5
Roll # 070170103031700
Latitude - 44.4721.1937N
Longitude - 75.3356.2683W



Find address or place



100m

Centres

44°47'29.0797"N 75°33'42.0450"W
END OF MAINTAINED RD

DISTANCE BETWEEN POINTS 1300 FEET / 396 METERS

44°47'21.1937"N 75°33'56.2683"W
PROPERTY ENTRANCE POINT

STILES RD

PATTERSON ROAD

ROAD

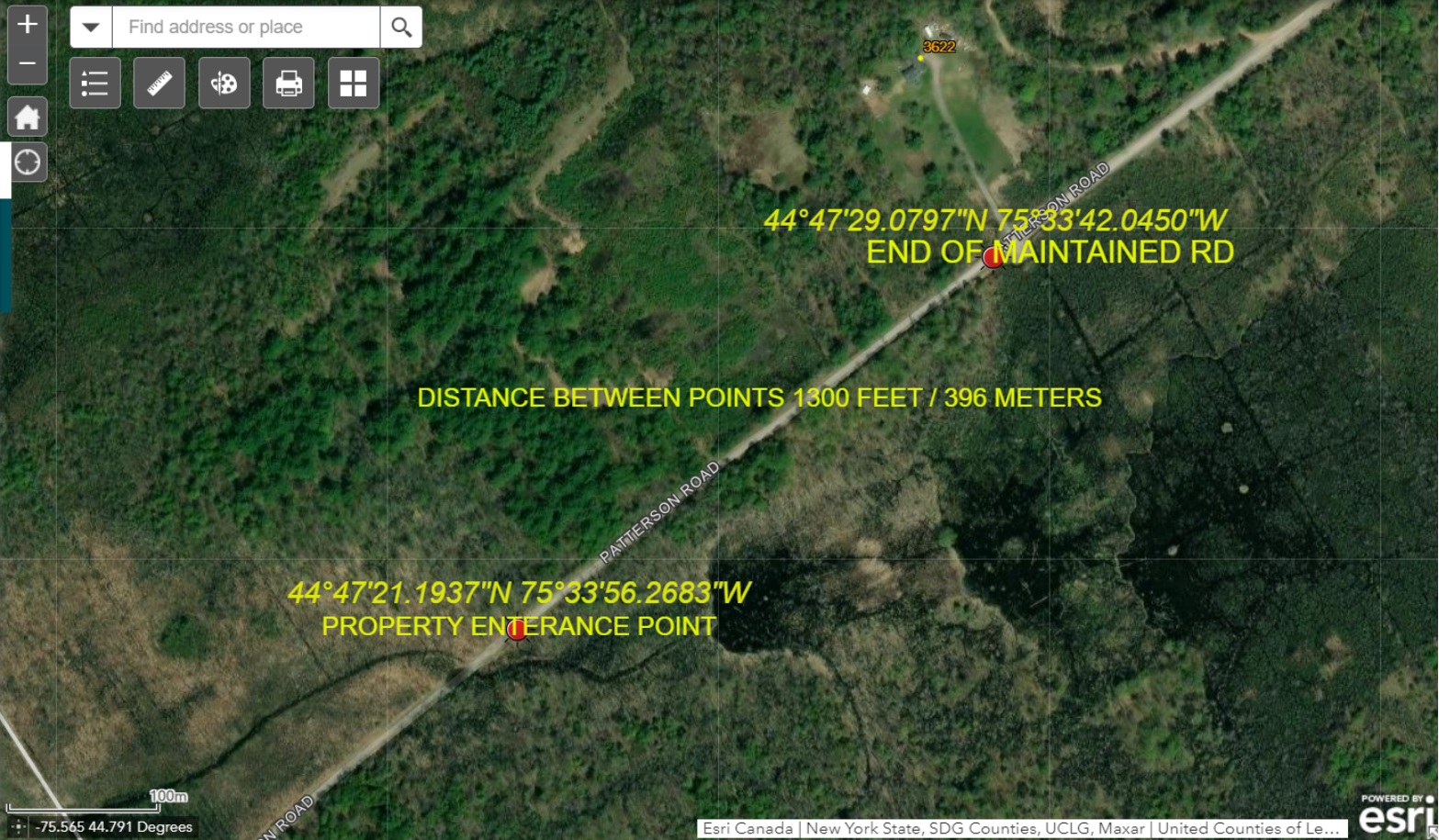


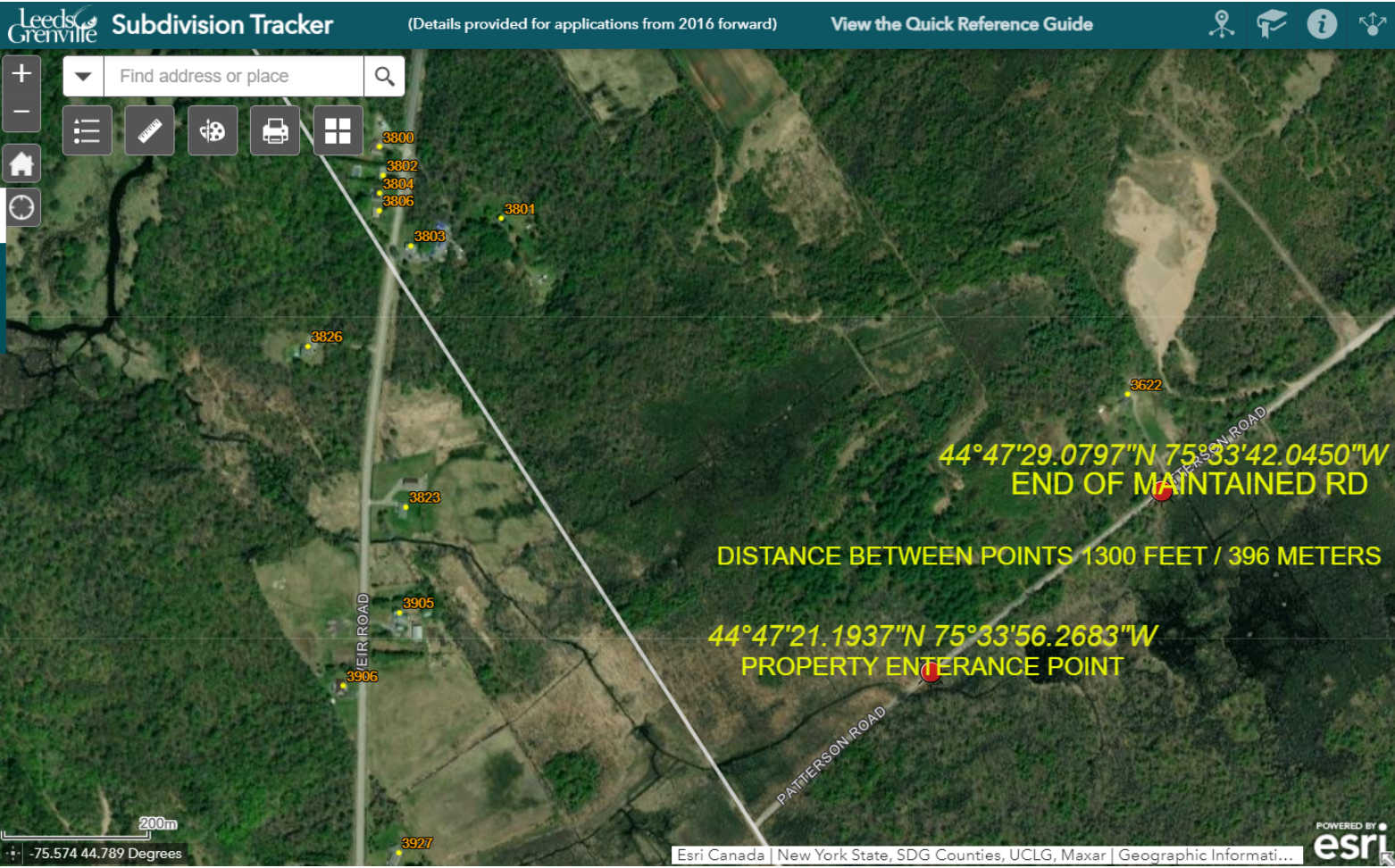
Find address or place



200m

44.789 Degrees





THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO. 2015-52

"A BY-LAW TO ADOPT A POLICY
ON THE USE OF UNOPENED ROAD ALLOWANCES"

WHEREAS Municipal Council deems it advisable to adopt a policy with respect to unopened road allowances;

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

1. The attached hereto as Schedule "A" and forming part of the by-law is hereby adopted.
2. That this by-law will come into force and take effect on its passing.
3. By-law 2013-29 is hereby repealed.

Read a first and second time in open Council this 1st day of September, 2015.

Read a third and final time, passed, signed and sealed in open Council this 1st day of September, 2015.



Mayor



Clerk

Schedule "A" to By-law 2015-52

Use of Unopened Road Allowance Policy

POLICY STATEMENT

The Corporation of the Township of Edwardsburgh/Cardinal will generally refuse to permit any person to open any unopened road allowance within the Township by way of a trail, driveway or road capable of being used by any motor vehicle whatsoever.

The purpose of this policy is to protect the Township from demands that such unopened road allowances be improved and maintained at the expense of the general ratepayers of the municipality.

SCOPE

1. The municipality will consider opening an unopened road allowance where the number of potential users warrants the expense of maintaining it in the sole discretion of Council, and where such potential users are prepared to pay the cost of initially constructing a road to the same standard as similar publicly maintained roads located elsewhere in the municipality. The municipality will generally require all unopened road allowances opened under this policy to be paved.
2. Unopened road allowances may not be used to access single residences, nor shall they contribute to the minimum frontage requirements of the Township's Comprehensive Zoning Bylaw.
3. No person shall erect any kind of structure on or attached to an unopened road allowance owned by the Township of Edwardsburgh/Cardinal.
4. No person shall store any vehicle, boat, trailer, etc. on an unopened road allowance owned by the Township of Edwardsburgh/ Cardinal.
5. No person shall perform any work, or remove any trees, soil or other material or use any unopened road allowance without the specific approval of Council.
6. Requests for permission to upgrade or maintain an unopened road allowance shall be submitted in writing to the CAO/Clerk or the Director of Operations. The request must state the intended upgrades or maintenance, the applicant's interest in the allowance and must be accompanied by an accurate location and description plan.
7. If permission is granted by Council to upgrade or maintain the unopened road allowance, the following policies shall apply, as determined by the municipality:
 - a. The actual location of the allowance is the responsibility of the applicant and may be required to be verified by an Ontario Land Surveyor, at the expense of the applicant.
 - b. If a new entranceway to the allowance is required, the approval of the municipality's Director of Operations or alternate as to its location, width, size and length of culvert to be installed and the grade at which it intersects the Township road is required. Where entry is upon a roadway not under the jurisdiction of the municipality, the standards and specifications of the United Counties of Leeds & Grenville or the Ontario Ministry of Transportation shall apply.
 - c. If brushing and clearing of the road allowance is undertaken, all wood larger than 4 inches in diameter shall be piled for pickup by the municipality. Alternatively, the municipality may agree to sell the wood to the applicant at a pre-set fee per face cord, the volume of wood to be sold to be determined jointly by the applicant and the Director of Operations or alternate. All brush and stumps to be cleared to the satisfaction of the municipality.

- d. If the application is for the provision of an access road, the minimum width of clearance shall be 20 feet. This 20 feet shall be located in the centre of the road allowance, leaving an equal buffer on either side of the cleared area, unless otherwise approved by Council.
 - e. The applicant shall acknowledge in writing that any and all improvements to the road allowance are at the sole expense of the applicant and all such improvements must be approved by the municipality. The applicant must also acknowledge in writing that any member of the general public has the right to use the subject road allowance.
 - f. The applicant must post a notice on the entrance to the road allowance, in a form acceptable to the municipality, advising all users of the road allowance that the roadway is an unassumed municipal roadway and that it is used at the public's own risk.
 - g. The applicant must acknowledge in writing that the municipality assumes no liability, responsibility or obligation whatsoever to construct and/or maintain and/or repair the road allowance.
 - h. The applicant must agree in writing to indemnify and save harmless the municipal corporation and its officers and directors from any and all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way arising out of any accident whatsoever occurring on the road allowance.
8. Requests to stop up, close and convey unopened road allowances shall be directed to the CAO/Clerk or the Director of Operations in writing with the reason for the request clearly stated. Such requests will be considered only in circumstances where the closure will not lead to issues of land locking or blocked access to privately owned property. All costs of the conveyance, including required surveying shall be borne by the applicant. All intended conveyances will be publicized.

TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: Updates to Procedural Bylaw & Terms of Reference – Mayor’s Report

Purpose: To update the procedural bylaw and terms of reference to reflect requested changes from the agenda item Mayor’s Report.

Background: At the September Council meeting, a request was made to review and discuss the option of changing the “Mayor’s Report” item on future Regular Council meeting agenda to become “Council Member’s Report” in recognize and allow for all members of council to report on item’s they’ve attended or wish to recognize over the month. Attached is a draft with tracked changes to Schedule A, Section 19 of the procedural bylaw to implement this requested amendment.

Additionally, the “Mayor’s Report” is an item built into the Terms of Reference for Committees. Committee may consider:

- Remaining status quo with “Mayor’s Report”;
- Amend to be in line with the procedural bylaws new proposed amendment of “Council Member’s Report”;
- Amend to “Chair’s Report” to reflect that the Chair of the respective Committee would provide the report;
- Remove the item from the Committee agenda all together since all members of council would have an opportunity to address their items during the council meeting. Councillor Inquiries/Notices of Motion would still remain of committee agenda where other items may be brought forward.

Attached is a draft with tracked change options to Schedule A of the terms of reference bylaw.

Staff are seeking direction of the proposed change to the procedural bylaw “Mayor’s Report” and discussion and direction of possible change to the terms of reference bylaw.

Policy Implications: Changes to procedural bylaw shall be given first and second reading only during the initial council meeting, followed by third and final reading at the following meeting.

Strategic Plan Implications: N/A

Financial Considerations: None.

Recommendation: That Committee recommends that Council adopt the updated procedural bylaw, and provide direction to staff regarding the proposed options for updating the terms of reference.



Clerk



CAO

**CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2023-25

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

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

NOW THEREFORE be it enacted that:

1. The rules and regulations contained in this by-law as set out in Schedule ‘A’ attached hereto and forming part of this by-law, shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business in the Council and in the Committees thereof. The Clerk shall ensure that a copy of this procedural by-law shall be available at every Council meeting.
2. That by-law 2019-15 and all other bylaws previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.
3. This by-law shall come into force and effect upon the date of enactment.

Read a first and second time in open Council this 27 day of February, 2023.

Read a third and final time, passed, signed and sealed in open Council this 27 day of March, 2023.

Mayor

Clerk

Schedule A

DEFINITIONS

1. In this by-law

- (a) “Chair” and “Presiding Officer” can be used interchangeably to mean the individual conducting a meeting.
- (b) “Chief Administrative Officer” means the individual appointed by Council who is responsible for exercising general control and management of the affairs of the municipality, as outlined in *Section 229 of the Municipal Act, 2001 (SO 2001, c. 25)* and who’s authority is further defined by the delegation of authority bylaw as adopted by Council from time-to-time.
- (c) “Chief Executive Officer” means the Head of Council.
- (d) “Clerk” means the individual appointed to perform the statutory duties outlined in *Section 228 of the Municipal Act, 2001 (SO 2001, c. 25)*, or in the absence of the Clerk, the Deputy Clerk, of the Township of Edwardsburgh/ Cardinal.
- (e) “Committee” means any committee, sub-committee, advisory committee, or ad hoc committee established by the Council of the Township of Edwardsburgh/Cardinal.
- (f) “Committee of the Whole” shall be any committee comprised of all members of Council.
- (g) “Consent Agenda” means the portion of the agenda that may be approved by Council or Committee without debate.
- (h) “Council” means the Council of the Township of Edwardsburgh/ Cardinal.
- (i) “Councillor” means a member of Council other than the Mayor or Deputy Mayor.
- (j) “Deputy Mayor” is the member of Council who has been elected to act in the absence of the Mayor.
- (k) “Electronic Participation” means telephone, video or audio conferencing or other interactive methods whereby meeting participants are able to hear and be heard by all participants.
- (l) “Head of Council” means the Mayor.
- (m) “Improper Conduct” means any conduct which causes disruption of a meeting.
- (n) “Inaugural Meeting” is the first meeting of a newly elected Council following each quadrennial election or any by-election.
- (o) “In Camera” is a meeting closed to the public to allow Council or Committee to consider business that, in accordance with the *Municipal Act*, may be kept confidential.
- (p) “Mayor” means Head of Council
- (q) “Meeting” means any regular, special or other meeting of a council, of a local board, or of a committee of either of them where,
 - i) A quorum of members is present, and

Schedule A

- ii) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

- (r) "Motion" is a formal proposal put to Council by an individual member.

- (s) "Municipal Act" means the *Municipal Act, 2001 (SO 2001, c.25)* and its regulations as amended.

- (t) "Notice of Motion" means a written notice, including the name of the mover, the purpose of the motion, the date and such other information as may be required, advising Council or Committee that the motion described therein will be brought forward at the subsequent Council or Committee meeting.

- (u) "Pecuniary Interest" means relating to or connected with money, pursuant to the *Municipal Conflict of Interest Act, RSO 1990, c.M.50* as amended.

- (v) "Quorum" shall be a majority of the total number of the Voting Members of the Council or Committee.

- (w) "Recorded Vote" means the recording of the name and vote of every member on any motion or question at any Member's request that the vote be recorded.

- (x) "Rules of Order" shall be the rules to regulate debate and the conduct of members of Council, staff and public during an actual meeting of the Council or Committee. Where this by-law is silent on a matter of procedure, Robert's Rules of Order will apply.

- (y) "Special Meeting" is a meeting called by the Mayor or a majority of members of Council for any purpose in accordance with the Township of Edwardsburgh/Cardinal's notice policy.

- (z) "Township" means the Corporation of the Township of Edwardsburgh/Cardinal and includes its geographical area.

- (aa) "Ultra vires" means beyond the legal power or authority of the corporation.

COUNCIL MEETINGS

2. The Inaugural Meeting following each quadrennial election shall be held at the Township Office, Spencerville, in the Council Chambers, unless otherwise stipulated to accommodate the public gallery, at 11:00 a.m. on the third Monday in November.

3. The Clerk, or designate, shall be responsible for the content of the agenda for the Inaugural Meeting and the arrangements for the inaugural proceedings. The contents of the agenda shall be as follows:
 - a. Opening of the Meeting
 - b. Mayor's Declaration of Office and Oath of Allegiance
 - c. Deputy Mayor's Declaration of Office and Oath of Allegiance
 - d. Councillor's Declaration of Office and Oath of Allegiance
 - e. Councillor's Inaugural Address
 - f. Deputy Mayor's Inaugural Address
 - g. Mayor's Inaugural Address
 - h. Adjournment

Schedule A

4. Every member of Council shall make and subscribe to a Declaration of Office and an Oath of Allegiance at the Inaugural Meeting of Council as per Section 232(1) of the *Municipal Act, 2001*, S.O., c.25, as amended.
5. If a member of Council is absent, the Declaration of Office and Oath of Allegiance shall take place at the next subsequent Meeting of Council
6. Council shall meet on the last Monday of each month at the hour of 6:30 p.m. In the month of December, the regular meeting of Council shall be held on the second Monday of the month. Where the last Monday of the month falls on a Statutory holiday, the meeting will be moved to the Tuesday immediately following.
7. No item of business may be dealt with at a Council Meeting after 10:00 p.m. except by majority vote of all Members present, and providing that quorum can be maintained.
8. Special meetings for any purpose may be called at any time by the Mayor in accordance with the municipality's notice policy.
9. A majority of the members of Council may call a special meeting at any time in accordance with the *Municipal Act*.
10. Notice of the holding of a special meeting shall be given by the CAO or Clerk, or designate to all members by telephone and by e-mail, such notice to specify the date, time and location of such meeting and the object thereof, in accordance with the municipality's notice by-law.
11. As soon after the hour of meeting as there shall be a quorum present, the Mayor shall take the Chair and call the Members to order. A majority of the Members of the Council shall constitute a quorum. In the event that there shall be no quorum present within half an hour, the Clerk shall take the names of those present and the meeting shall stand adjourned.
12. The Mayor, or in their absence the Deputy Mayor, shall preserve order and decorum. They may speak to points of order, and shall decide all questions of order which can be subject to an appeal to the Council on a motion regularly seconded and which must be carried by majority.

ABSENCE OF HEAD OF COUNCIL FROM A COUNCIL MEETING

13. Subject to the provisions of the *Municipal Act*, and where no Presiding Officer has been appointed, in case the Mayor does not attend within fifteen (15) minutes after the time appointed for a meeting of the Council, the Deputy Mayor shall act in their stead. However, if neither is present the Clerk or Deputy Clerk shall call the Members to order if a quorum is present, and an acting Head of Council shall be appointed from among the Members present by a majority vote and they shall preside until the arrival of the Head of Council, and while so presiding the acting Head of Council shall have all the powers of the Head of Council.

CONDUCT OF PROCEEDINGS AT MEETINGS OF COUNCIL

14. It shall be the duty of the Mayor or other Presiding Officer:
 - (a) to open the meeting of Council by taking the Chair and calling the meeting to order,
 - (b) to ensure that each member of Council has received a copy of the Agenda for the meeting,

Schedule A

- (c) to receive and submit, in the proper manner, all motions presented to the Members of Council,
- (d) to put to vote all questions which are regularly moved and seconded or necessarily arise in the course of proceedings, and to announce the result.
- (e) to decline to put to vote motions which infringe upon the rules of procedure.
- (f) to restrain the Members, within the Rules of Order, when engaged in debate.
- (g) to enforce on all occasions the observance of order and decorum among the Members, in accordance with the established code of conduct for Council.
- (h) to call by name any Council Member persisting in breach of the Rules of Order of the Council, and to order them to vacate the Council Chamber, and if necessary, to exercise their authority to adjourn the meeting.
- (i) to receive all messages and other communications and announce or cause them to be announced to the Council.
- (j) to authenticate, by their signature when necessary, all by-laws, resolutions and minutes of the Council.
- (k) to inform the Council, when necessary, or when referred to for the purpose, on a point of order or usage.
- (l) to ensure that the decisions of Council are in conformity with the laws and by-laws governing the activities of Council.
- (m) to record the vote of each member present when any member requests that the vote be recorded. The request must be made immediately prior to the taking of the vote. When a recorded vote is taken, each member present, except a member who is disqualified from voting by any Act, shall announce their vote openly. Any failure to vote by a member who is not disqualified shall be deemed to be a negative vote. The Clerk, or designate, shall record each vote in the minutes.
- (n) to adjourn the meeting when the business is concluded.
- (o) to adjourn the meeting without a vote in the case of grave disorder arising in the Council Chamber.

COUNCIL AGENDA

- 15. The agenda for a meeting of Council shall be drafted by the CAO or Clerk, or designate, under the direction of the Mayor.
- 16. The Mayor shall ensure that all agendas are balanced and organized and may stand down an agenda item if they feel it is appropriate to do so.
- 17. The CAO or Clerk, or designate, shall have an agenda prepared and produced for the use of the Members at the regular meetings of Council and cause such agenda and background materials to be delivered to the members not less than three (3) days before the meeting.
- 18. Items may be added to the agenda which arise between preparation of the agenda package and the meeting date if approved by the Mayor prior to the

Schedule A

commencement of the meeting and approved as an amendment to the agenda by unanimous consent of Council during the course of the meeting.

19. The following shall be the General Order of Business at each Council meeting.
 1. Call to Order
 2. Indigenous Land Acknowledgement Statement
 3. Approval of Agenda
 4. Disclosure of Pecuniary Interest
 5. Delegations or Presentations
 6. Consent Agenda
 7. Minutes of the Previous Council Meeting
 8. Business Arising from Previous Council Meeting
 9. Committee Minutes
 10. Action and Information Items from Committees
 11. Correspondence
 12. Approval of Disbursements
 13. By-laws
 14. CAO's Administrative Update
 15. Councillor Inquiries or Notices of Motion
 16. [Mayor's Council Member's Report](#)
 17. Question Period
 18. Closed Session (if required)
 19. Report Out of Closed Session (if required)
 20. Confirmation By-law
 21. Adjournment
20. If a statutory public meeting is required, and in the opinion of the staff in consultation with the Mayor it can be accommodated prior to a regular meeting of Council or Committee, the regular meeting of Council or Committee will be delayed if necessary.

DELEGATIONS AND PRESENTATIONS

21. To ensure that Council is aware of public sentiment pertaining to agenda items, delegations will be afforded the opportunity to address Council before decisions are made.
22. Any individual, corporation, organization, agency or group wishing to present an item or viewpoint to Council shall request a delegation by 12:00 p.m. on the Thursday preceding the meeting through the office of the CAO or Clerk, or designate, in writing by delivering the request by hand, email or facsimile with confirmation of receipt. The requestor shall include their name, reasons for the delegation/presentation request, if they are representing any organization, the name of the organization or other such body. If the item already appears on the Council agenda, such requests will be accommodated up to and including 4:00 p.m. on the day of the Council meeting. If the item does not appear on the agenda, the delegate may be referred to a later Council or committee meeting.
23. Where a delegation appears before a Committee of Council composed of fewer than three members of Council, that same delegation may appear before Council at a regular Council meeting.
24. Where a delegation appears before Committee of the Whole that same delegation may appear before Council at a regular Council meeting a maximum of one time if they have new or additional information to present.
25. Delegations shall confine their remarks to the stated business, and shall have a maximum of ten (10) minutes to address Council, excluding follow-up questions by members of Council.

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26. There shall be a maximum of two spokespersons per delegation, whose combined speaking time shall not exceed ten (10) minutes.
27. Presentations are organized to present information to Council. Where a presentation appears before a Committee, that same presenter may be requested to appear to present to Council at a regular meeting.
28. Where a presentation is made to Council, presenters will be allotted fifteen (15) minutes to make the presentation, excluding follow-up questions by members. Allotted time may be extended upon approval of the Mayor.
29. The CAO or Clerk, or designate, shall list delegations and presentations in the order which they are received. Not more than three delegations or presentations in each Council or Committee meeting shall be booked. The Mayor, with the support of Council, may accommodate additional delegations prior to approval of agenda.
30. Delegations shall not:
 - (a) address members directly without permission;
 - (b) interrupt any speaker or action of the members, or any other person addressing the members;
 - (c) display or have in their possession picket signs or placards in the Council Chambers or any other place that a Council or Committee meeting may take place;
 - (d) speak disrespectfully to any person;
 - (e) use offensive words;
 - (f) disobey a decision of the presiding officer;
 - (g) enter into cross debate with other delegations, presenters, members of the general public, staff members, members of council, or the presiding officer.

CONSENT AGENDA

31. Matters listed under the Consent Agenda are to be considered routine and shall be enacted by one motion.
32. Council and Committee consent agendas shall be drafted by the CAO or Clerk, or designate, under the direction of the Chair.
33. The Presiding Officer shall ask for the item(s) on the consent agenda in the order in which it appears if any member wishes to hold an item. If the answer is no, then the Presiding Officer will confirm that the item(s) listed can be carried on consent. If the answer to the item(s) is yes, then the Presiding Officer will make note of the item and move onto the next item in the order it appears on the consent agenda.
34. Bylaws shall not be considered on the consent agenda.
35. During the progression through the consent agenda in accordance with section 33, no debate, questions, comments or recorded votes shall be permitted, but declaration of interest and dissents may be recorded.
36. Any member of Council may request that an item be held for debate, question or comment and the item will not appear on the consent agenda. The Presiding Officer shall declare whether the item(s) is carried or will be held.
37. The item(s) carried on consent will be listed on a motion and such motion shall be put to a vote.
38. Upon completion of the progression through the consent agenda in accordance with section 33, Council shall then proceed to consider, in accordance with the regular agenda, the items that have not yet been adopted or carried.

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MINUTES

39. Minutes shall record:
 - (a) the place, date and time of meeting;
 - (b) the names of the Presiding Officer or Officers and record of attendance of the Members;
 - (c) the reading, if requested, correction if necessary, and adoption of the minutes of previous meetings; and
 - (d) all other proceedings of the meeting without note or comment.
40. It shall be the duty of the CAO or Clerk, or designate to ensure that the minutes of the last regular meeting and the minutes of all special and committee meetings held more than five (5) days prior to a regular meeting are made available to each member of Council, not less than three (3) days before the hour appointed for the regular meeting.

MOTIONS - MEMBERS OF COUNCIL

41. A Council member may bring a motion forward under Council Inquiries/Notices of Motion in respect of an emergency, time sensitive (as determined by the Chair), congratulatory or condolence nature, or any other matter.
42. The Council Member introducing the notice of motion must indicate at which future Committee or Council meeting the motion is to be discussed.
43. Motions must be presented in writing; however, it is not necessary for the motion to be in the handwriting of the mover.

PRESENTATION AND DISPOSITION OF MOTIONS

MOTIONS – GENERAL

44. A motion must be formally seconded before the Presiding Officer can put the question.
45. When a motion is passed during Council it becomes a resolution.
46. A motion in respect of a matter beyond the jurisdiction of the Council shall not be in order and shall be considered to be “ultra vires”.

MAIN MOTIONS

47. Motions shall be called in the order in which they appear on the agenda and must indicate the mover and seconder. All motions must be made in the affirmative.
48. When called by the presiding officer, the mover of the motion shall state the names of members moving and seconding the motion and read the motion. A motion so put shall be considered the main motion.
49. After a motion has been duly moved, seconded, and read, it shall immediately be open to debate or amendment. The mover shall have the opportunity to make the introductory remarks.

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50. Any member of Council may request that any motion under debate be repeated by the presiding officer for the benefit of clarification, but not so as to interrupt a member while speaking.

SECONDARY MOTIONS

51. When a main motion is under debate, it shall be in order for any member to present the following secondary motion:
- (a) Withdrawal
A motion to withdraw:
 - (1) Need not be in writing;
 - (2) Shall only be put forward by the mover of the main motion;
 - (3) Shall receive disposition prior to any other secondary motion being presented;
 - (4) Shall not be debatable.
 - (b) Refer
A motion to refer a matter under debate:
 - (1) Need not be in writing;
 - (2) Shall receive disposition of Council before the main motion;
 - (3) Shall state the committee to which the matter shall be referred;
 - (4) Can be amended as to the method of disposition, Committee or other similar instructions;
 - (5) Shall preclude all amendments to the main motion until it is decided;
 - (6) Shall be debatable.
 - (c) Defer
A motion to defer:
 - (1) Need not be in writing;
 - (2) Shall receive disposition of Council before the main motion;
 - (3) Shall state the specific date upon which the motion shall again be put;
 - (4) Shall be debatable.
 - (d) Divide
A motion to divide:
 - (1) Shall be presented in writing;
 - (2) Shall receive disposition of Council before the main motion;
 - (3) Shall be in order only when the motion to be divided contains two or more separate and distinct proposals;
 - (4) Shall be debatable.
 - (e) Amend
A motion to amend:
 - (1) Shall be presented in writing;
 - (2) Shall receive disposition of Council before the main motion;
 - (3) Shall be relevant and not contrary to the main motion received;
 - (4) May be to add or insert certain words or phrases or to strike out certain words or phrases;
 - (5) A primary amendment or a sub-secondary amendment to a question at any one time. When both have been dealt with, the Presiding Officer may entertain a further amendment or sub-amendment, as the case may be;
 - (6) Shall be voted on in reverse order to their introduction. The secondary amendment (amendment to the amendment) must be disposed of before the primary amendment and the primary amendment must be voted on before the main motion.
 - (7) Shall be debatable.
 - (f) Postpone Indefinitely or to a Certain Day
A motion to postpone indefinitely or to a certain day:

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- (1) Shall only be applied to the main motion and can therefore be made only while the main motion is immediately pending;
- (2) Shall not be amendable;
- (3) Shall clearly state the day if it is postponed to a certain day;
- (4) An affirmative vote on the motion may be reconsidered, however, a negative cannot be reconsidered;
- (5) Shall be debatable.

(g) Move the Previous Question

A motion to move the previous question purpose is to immediately close debate and bring Council to a vote on the pending motion.

- (1) Shall not be amendable;
- (2) May be applied to any immediately pending debatable or amendable motions; to an entire series of pending debatable or amendable motions;
- (3) Prevents the making of any other secondary motions;
- (4) Requires a 2/3's vote for approval;
- (5) If a motion to move the previous question is resolved in the affirmative, the Presiding Officer shall forthwith put the main motion;
- (6) If a motion to move the previous question is resolved in the negative, debate shall continue on the main motion;
- (7) Shall not be debatable;

(h) Reconsideration

A motion to reconsider is to reconsider a matter decided by Council:

- (1) Shall be ruled out of order if any change to the previous decision would interfere with legally binding commitments of the Township existing as of the date the motion to reconsider is moved;
- (2) Shall be brought forward during the Council Inquiries/Notices of Motion portion of the meeting at which it was passed and the notice shall include reasons for doing so;
- (3) Shall be moved by a member who voted on the prevailing side;
- (4) Shall be supported by majority vote of the members of council before the matter to be reconsidered can be debated;
- (5) No question upon which a notice of reconsideration has been accepted shall be considered more than once, nor shall a vote to reconsider be reconsidered;
- (6) Debate on the question shall be confined to such matters as new information that has come forward, an error in documentation presented or incorrect statements made during the original debate;
- (7) If a motion for reconsideration is carried in the affirmative:
 - i. No action shall be taken in respect of the matter under reconsideration until the next subsequent meeting;
 - ii. The matter shall be stated in the same manner in which it was first disposed/decided by Council; and
 - iii. The matter shall be subject to the rules of debate and amendment outlined herein.

(i) Rescind

A motion to rescind is to repeal an action Council has previously taken when it is too late to reconsider the vote.

- (1) If necessary to rescind a motion that has passed, notice of intention to do so can be given at one meeting;
- (2) Shall be introduced and dealt with at a subsequent meeting;
- (3) Action of Council may be rescinded at any time;
- (4) A negative vote on the motion can be reconsidered, but not an affirmative vote;
- (5) Shall be debatable.

(j) Point of Order and Privilege

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When a member thinks that the rules of the Council are being violated, they can make a point of order/privilege, thereby calling upon the chair for a ruling and enforcement of the regular rules:

- (1) The Presiding Officer shall preserve order and decide questions of order;
- (2) A member shall ask leave of the Presiding Officer to raise a point of order and the Member state the point of order for the Presiding Officer's determination.
- (3) The Presiding Officer shall rule on the point of order without debate. No vote is taken unless the Presiding Officer is in doubt or their ruling is appealed.
- (4) Council, if appealed to, shall decide the question without debate and its decision shall be final.
- (5) Can be applied to any breach of the rules and is in order when another shall have the floor, even interrupting a person speaking or reading a report if the point genuinely requires attention at such a time.
- (6) Shall not be amendable;
- (7) Shall not be reconsidered;
- (8) Shall not be debatable – however, with the Presiding Officer's consent, a member may be permitted to explain their point and knowledgeable or interested members can be heard by way of explanation.

DISBURSEMENTS

52. All accounts submitted for payment shall be received by Council. Payments for budgeted items to a maximum of \$10,000 may be paid forthwith for emergency purposes or to avoid interest charges.
53. The Treasurer shall provide a list of all accounts to be paid to Council for review and approval prior to the release of funds, together with a list of those accounts paid in accordance with section 52 above.

READING OF BY-LAWS AND PROCEEDINGS THEREUPON

54. Every by-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with the provisions of any Act and shall be complete with the exception of the number and date thereof.
55. Every by-law shall have three readings prior to it being passed.
56. Unless otherwise provided, the confirmation bylaw shall receive all three (3) readings at the same time during the same meeting.
57. "Reading" in its present usage means "stage of consideration" and does not mean actual reading aloud.
58. The first reading of a by-law shall be decided without amendment or debate. It indicates approval of placing the matter before Council (introduction).
59. The second reading of a by-law indicates approval in principal of the proposed by-law.
60. First and second reading of any by-law may be held at the same meeting of Council and may be considered on the same motion.
61. If no amendments are proposed following first and second reading of a by-law and it has received unanimous support, said by-law may be given third and final reading at the same meeting as first and second reading.
62. If Council determines that a by-law is to be considered in Committee it shall be so considered after second reading and before third reading.

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63. If a Committee is used for discussion of a by-law, then any changes to the by-law recommended by the Committee shall be reported by the Chairperson of the Committee to Council. After the report has been received by Council the by-law shall be open to debate and amendment before it is ordered for third reading.
64. The Clerk, or designate, shall set out on all by-laws enacted by Council the date of the several readings thereof.
65. Every by-law enacted by the Council shall be numbered and dated and shall be sealed with the seal of the Corporation and signed by the Clerk, or designate, and the Presiding Officer and shall be deposited by the Clerk, or designate, in their office for safekeeping.

COUNCIL INQUIRIES/NOTICES OF MOTION

66. Any member of Council may request follow-up information of any nature or give notice of a motion to be brought forward at the next regular Council meeting.
67. Specifics regarding names and addresses related to by-law enforcement or animal control issues will not be discussed in open session.

QUESTION PERIOD

68. Persons in the gallery or media representatives may ask questions for clarification with respect to items on the agenda as approved by Council. Each individual present shall be afforded time to ask one question during question period, but may also follow up with staff or the Mayor for additional information after the meeting. A maximum of twenty (20) minutes in total shall be allowed for question period.
69. Questions shall be directed to the Chair.
70. The Chair may terminate question period at any time, if they deem it necessary.

UNFINISHED BUSINESS

71. The items listed in the order of the topics set out in the agenda, as amended, if the case may be, if not disposed of by Council before the end of the meeting shall be noted and brought forward on each subsequent agenda until disposed of by Council, or removed from the agenda by a majority vote of the Council.

OTHER FINANCIAL REPORTING

72. The Treasurer will submit quarterly budget-to-actual summaries to Committee of the Whole – Administration and Operations within 60 days of the end of the quarter.
73. In the event that the annual budget has not yet been approved, municipal accounts can be processed provided that the expenses are comparable with the previous year's budget authority.

RULES OF DEBATE

74. Robert's Rules of Order shall be followed at all Council and Committee of the Whole meetings.

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75. The Presiding Officer may at any time state relevant facts and their position on any matter without leave.
76. The presiding officer may not move a motion without first taking leave of the chair.
77. No Member, without leave of the Council, shall speak on the same question, or in reply, for longer than ten minutes, with an additional five minute rebuttal period.
78. Where a Member considers that their integrity or the integrity of the Council as a whole has been questioned, they may as a matter of personal privilege rise at any time, with the consent of the Presiding Officer, for the purpose of drawing the attention of the Council to the matter.

CONDUCT OF MEMBERS OF COUNCIL

79. The Mayor, as the Head of Council is Chief Executive Officer of the Township is elected to ensure, to the best of their ability, that the roles prescribed by the *Municipal Act, SO 2001*, as amended are adhered to and followed.
80. The Deputy Mayor, shall act as the Head of Council to the best of their ability in place of the Mayor where the Mayor is unable to act.
81. Councillors are elected to represent their respective wards to the best of their ability and shall act to the best of their ability to ensure that all aspects of the Township are considered in deliberation.
82. All members shall be respectful of each other, staff and the general public while fulfilling their roles.
83. No member shall speak disrespectfully of the Reigning Sovereign, or of any member of the Royal family, or of the Governor General, or the Lieutenant Governors, Provincial Parties or Leaders, Federal Parties or Leaders or of their representatives.
84. No member shall speak disrespectfully, use offensive words, language or gestures.
85. No member shall speak on any subject other than the subject under debate at any meeting.
86. No member shall disobey the rules of the Council or a decision of the Presiding Officer or of the Council on questions of order or practice or upon the final interpretation of the rules of the Council;
87. Where a matter has been discussed in camera, and where the matter remains confidential, no member shall disclose the content of the matter or the substance of the deliberations of the in camera session.
88. No member shall exhibit any improper conduct over the course of any meeting.

PENALTIES FOR MISCONDUCT

89. Where a member has been called to order by the Presiding Officer for failing to observe the rules of conduct and persisting such conduct, the Presiding Officer may put the question, "that (Name of Council or Committee Member) be ordered to leave their seat for the duration of the meeting". However, if the Member apologizes and regains proper conduct they, by majority vote, will be permitted to retake their seat.

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90. Where a Member has been permitted to retake their seat and improper behaviour is resumed by said Member, they will be ordered to leave the meeting by the Presiding Officer. No further opportunity to remain will be extended.

CONDUCT OF MEMBERS OF PUBLIC

91. Where a delegate, presenter or other member of the public behaves in a manner deemed to be improper conduct, they will be asked to leave the meeting. However, if the individual apologizes and regains proper conduct they, with the permission of the Presiding Officer, will be permitted to remain at the meeting.

COMMITTEE MEETINGS

IN GENERAL

92. Committees shall generally be governed by Proceedings of Council as established herein. Further terms of reference may be established by by-law from time-to-time.
93. There shall be five types of Committee meetings:
- (a) Committees of the Whole
 - (b) Committees of the Whole with citizen volunteers
 - (c) Committees of a majority of members of Council with citizen volunteers
 - (d) Committees of a minority of members of Council plus citizen volunteers to constitute membership.
 - (e) Ad hoc committees
94. (a) Committees of the Whole are meetings where the whole of Council is listed as members and are generally to be conducted in a manner similar to Council meetings. The CAO, Clerk or Deputy Clerk is required to be present.
95. (b) Committees of the Whole plus citizen volunteers may include, but are not limited to, matters involving Administration, Finance, Public Works, Environmental Services, Recreation Facilities, Land Use Planning, Economic Development, and Recreation Programming. The meetings are generally to be conducted in a manner similar to Council meetings. Citizen volunteers shall declare an oath of confidentiality in order to be included when matters are discussed in camera, and where the matter remains confidential in nature. The CAO, Clerk or Deputy Clerk are required and other senior staff may be required to be present.
96. (d) Committees of a minority of members of Council plus citizen volunteers to constitute membership may be conducted in an open discussion forum or in a manner similar to a Council meeting, as determined by the Presiding Officer. Such committees may include matters involving recreation programming, citizen concerns, public libraries, etc. The majority of representation shall be non-elected citizens. No staff resources are required.
97. (e) Ad Hoc Committees may be established from time-to-time to address specific matters. Council shall appoint members and set the terms of reference for such Committees by resolution.
98. All committees shall make recommendations to Council by way of motions brought forward by Committee members and duly voted upon.
99. Council shall, at the start of their term, establish or confirm Committees of Council and their terms of reference, as well as the nature and number of members, by by-law.

COMMITTEE PROCEEDINGS

Schedule A

100. The Presiding Officer shall call the meeting to order, ensure that all members have copies of an agenda and/or supporting information, adjourn the meeting if unruly, or request individuals behaving in an unruly or rude manner to leave the meeting place, in accordance with sections 78 through 90 above.
101. Where a Committee is comprised of a minority of members of Council, quorum is not required for discussion to take place; however, quorum is required for votes to be called on recommendations to Council.
102. Where Committee is comprised of three or more elected members of Council, the Committee shall be served by appointed staff in accordance with the *Municipal Act, SO 2001* as amended.
103. Minutes of Committees shall record:
 - The place, date and time of the meeting;
 - The names of the presiding officer and those voting and non-voting persons in attendance;
 - A synopsis of discussion, without mention of names associated with the opinions offered;
 - Motions and/or recommendations duly moved, seconded and voted upon;
 - The reading and review of previous meeting minutes;
 - All other proceedings without note or comment.
104. The Mayor shall be ex-officio to all Council Committees. Ex-officio is defined as having the right to attend, participate and vote at the meeting, but not forming part of the quorum.

GENERAL PROVISIONS

RECORDING OF COUNCIL OR COMMITTEE SESSIONS

105. The recording or live-streaming of meetings is permitted by members of the public, media, and staff.

AMENDMENT

106. No amendment or repeal of this by-law or any part thereof shall be considered at any meeting of the Council without notice of proposed amendment or repeal having been given at a previous regular meeting of the Council, and the waiving of this notice by the Council is prohibited.

AUTHORITY

107. Roberts – “Rules of Order” shall be the final authority for any rules governing business procedures not covered in this by-law.
108. Any procedure required by this by-law may be temporarily suspended with the consent of a majority of the Council present.

NOTICE

109. Public notice of all regular meetings of Council and Committee will be provided to the public by means of posting on the municipal website at least forty-eight (48) hours in advance of the meeting. Notice for cancellation of a meeting shall also be made on the municipal website in the same location as that used for the posting of meeting notices.

MEETINGS OPEN TO THE PUBLIC

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110. Subject to Schedule B, the meetings of Council and Committee shall be open to the public and no person shall be excluded therefrom except for improper conduct.

ABSENCE OF HEAD OF COUNCIL FROM THE MUNICIPALITY

111. In the case of the absence of the Mayor from the Municipality, or if they are absent through illness, or they refuse to act, or their office is vacant, the Deputy Mayor will act in their place. However, if both are absent, a Councillor shall be appointed by the majority of members present to act from time to time in the place and stead of the Head of the Council and they shall have all the rights, powers and authority of the Head of Council, while so acting. This does not extend to membership on Counties Council.

PETITIONS AND COMMUNICATIONS (CORRESPONDENCE)

112. Every communication, including a petition designed to be presented to the Council, shall be legibly written or printed and shall not contain any obscene or improper matter or language and shall be signed and dated by at least one person and filed with the CAO or Clerk.
113. Every communication received by the CAO or Clerk shall be forwarded to members of Council on a weekly basis.
114. Any member of Council may request that the CAO or Clerk bring forward any communication to a Committee or Council meeting for debate or direction.

ELECTRONIC PARTICIPATION IN MEETINGS

115. In-person participation shall remain the primary method of participation by members, electronic participation is available to members who deem it necessary due to:
- (a) It is not safe or possible to attend in-person due to natural extreme weather event;
 - (b) Health and safety restrictions or guidelines that may be outlined by the Health Unit, Provincial/Federal government or the Township's Emergency Control Group;
 - (c) Provincial government orders restricting in person meetings/public gatherings/stay at home orders;
 - (d) Activation of the Emergency Control Group or a declared emergency by any level of government or health unit;
 - (e) Medical absences (illness, isolation, or other health issues);
 - (f) Parental leave;
 - (g) Travel on official municipal business;
116. As per Section 238(3.1) of the *Municipal Act, 2001*, members of Council, of a Local Board or of a Committee, can participate electronically in a meeting.

A member of Council, of a Local Board or of a Committee, who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any time in time.

A member of Council, of a Local Board or of a Committee can participate electronically in a meeting that is open and closed to the public. Members participating electronically in a closed session shall ensure that they are in a private room, where no other persons can overhear the deliberations and that all reasonable measures have been taken to ensure confidentiality and internet security. It is highly recommended that all members participating electronically in a closed session wear a headset.

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A member of Council, of a Local Board or of a Committee participating electronically shall notify the Presiding Officer of the meeting and the Clerk, or their designate, of their intention, prior to the meeting if they wish to participate via electronic means.

A member of Council, of a Local Board or of a Committee shall verbally inform the Presiding Officer of their intention to leave the meeting. If the member is returning to the meeting, the member shall verbally notify the presiding officer at the time of their return.

A member of Council, of a Local Board or of a Committee making a motion shall not be required to be made in writing during electronic participation of the meeting. The member that has brought a motion forward during their electronic participation shall supply the Clerk with a copy of said motion, within 48 hours, of said meeting.

A member of Council, of a Local Board or of a Committee shall notify the Clerk, or designate, of their intention to participate electronically as soon as possible, or not later than 6 hours before the scheduled start of the meeting in order for electronic participation preparations to be made.

All members participating electronically shall vote by show of hands or by verbal consent (yea or nay).

All requested recorded votes shall be recorded during electronic participation. Each member present, including the presiding officer, except a member who is disqualified from voting by any Act, shall announce their vote verbally (yea or nay) when called by the presiding officer or Clerk, and the Clerk, or designate, shall record each member's vote.

Schedule A

Schedule B

CLOSED MEETINGS

1. Council and Committee may close a meeting or part of a meeting to members of the public if the subject matter to be considered is:
 - (a) The security of the property of the municipality or local board;
 - (b) Personal matters about an identifiable individual, including municipal or local board employees;
 - (c) A proposed or pending acquisition or disposition of land by the municipality or local board;
 - (d) Labour relations or employee negotiations;
 - (e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - (f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) A matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
 - (h) Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
 - (i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (j) A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
 - (k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
2. Council and Committee shall close a meeting or part of a meeting to members of the public where the subject matter to be considered is:
 - (a) A request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of the institution for the purposes of that Act; or
 - (b) An ongoing investigation respecting the municipality, a local board or a municipality-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of the Act, or the investigator referred to in subsection 239.2(1).
3. A meeting of Council and Committee may also be closed to members of the public if the following conditions are both satisfied:
 - (a) The meeting is held for the purpose of educating or training the members.
 - (b) At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council or Committee.
4. A motion to close a meeting or part of a meeting to the public shall state:
 - (a) The fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or
 - (b) In the case of a meeting under section 3 of this schedule, the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that section.
5. Where a meeting or part of a meeting is closed to the public, all persons not specifically invited to remain by Council or Committee shall retire from the meeting.

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6. A vote shall not be taken during a meeting or part of a meeting that is closed to the public where to do so would be in contravention of any Act.
7. Despite section 6, a meeting may be closed to the public during a vote if the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board.
8. Upon resuming in open session, the Presiding Officer shall state:
 - a. The matters which were considered;
 - b. Directions provided; and
 - c. Confirmation that no motions were carried in camera other than procedural motions or directions to staff.

Recording of Closed Meetings

9. All closed meetings of Council and Committee shall be recorded for the purposes of any closed meeting investigation. Only one copy of the recording will be kept in a secure location.

Committees of Council Structure, Representation and Practices

Structure and Appointments

Council shall at the start of their term, establish or confirm the Committees of Council and their terms of reference as well as the nature and number of members. The Clerk shall advertise locally seeking written expressions of interest to fill vacancies. A copy of all submissions received shall be provided to Council for review during a Closed Session meeting. Council shall confirm with the Clerk a recommendation regarding the membership of Committees for Council's consideration.

Where citizen representation is proposed for a Committee, and where possible, equal representation from each ward will be appointed. All Council committee appointments shall be confirmed by by-law or resolution.

The Mayor shall designate the Chair of those Committees for which the Chair is to be a member of Council. All Committee members shall be advised of their appointment. The Mayor may be required to arbitrate those situations where there may be an actual or perceived conflict between committees as well as the interpretation of a committee's role.

All Committees and their Chairs shall act in accordance with all applicable Township policies and by-laws. Committees of Council shall make recommendations for Council's subsequent review and decision, unless otherwise governed by legislation. Appointments shall be at the pleasure of Council; however, the term of a Committee shall generally coincide with that of Council unless indicated otherwise.

Ad Hoc Committees may be established from time-to-time to address specific matters. The Mayor and/or Council shall appoint members and set the terms of reference for such Committees by resolution.

Municipal Representation on Boards and Agencies

The procedures for determining Committee of Council members shall generally be the same procedures for appointing those members who will represent the Township on external Boards and Agencies. Examples of external Boards and Agencies include South Nation Conservation, the Library Board and Rideau St. Lawrence Utilities. The term of the representative shall coincide with that of Council unless indicated otherwise. The representative shall keep Council apprised of the actions of the subject board or agency and shall report to the aforementioned at determined intervals or as requested. The Council may review and make recommendations annually regarding the effectiveness of the Township representative.

Committee Agendas, Minutes and Practices

To address matters regarding the timing and content of Committee agendas and minutes it is prudent to detail some additional structure regarding Committees of Council that are formed to include three or more members of Council.

Generally, proceedings of Council as described in the Procedural By-law shall be followed by most Committees of Council.

- i) Generally, the order and format of the Committee agenda shall be:
 - Open Meeting
 - Approval of Agenda
 - Disclosure of Pecuniary Interest
 - Business Arising from Previous Minutes
 - Delegations or Presentations
 - Consent Agenda

- Discussion Items
 - Action/Information Items
 - Inquiries/Notices of Motion
 - Mayor's Council Member's Report or Chair's Report – May remain status quo with Mayor's Report or remove from Committee agendas
 - Question Period
 - Adjournment
- ii) Staff will provide to the Committee appropriate reports (written or verbal) including options and recommendations. The Committee will make a recommendation to Council or may direct staff to seek further information on a matter.
- iii) The Clerk or Deputy Clerk are, and senior staff may be, required to attend meetings of Committees where more than three members of Council are present.
- iv) Minutes of Committees shall record:
- The place, date and time of the meeting;
 - The names of the presiding officer and those members in attendance;
 - A synopsis of discussion, without mention of names associated with the opinions offered;
 - Motions and recommendations duly moved, seconded and voted upon;
 - All other proceedings without note or comment.

A resolution of a committee is a recommendation to Council who may or may not choose to approve such recommendation.

- v) Committee members should get a copy of the agenda package or have an opportunity to pick up a copy of the package at least 3 days in advance of the meeting. Committee Chairs will be responsible for overseeing agenda preparation in consultation with staff prior to the package being prepared and delivered.
- vi) Delegations must provide a written summary of their issue for inclusion in the agenda package. Staff shall attempt to have information available for the Committee relevant to the delegation's issue at the meeting. It is the responsibility of the Chair to ensure the delegation is presented in a clear, focused and civil manner as well as keeping within the appropriate timelines when making a presentation to the Committee.
- vii) The Mayor shall be ex-officio to all Council Committees. Ex-officio is defined as having the right to attend, participate and vote at the meeting, but not forming part of the quorum.
- viii) Policies of Council with respect to Accountability and Transparency shall be adhered to by all Committees. This includes procedures and restrictions with respect to portions of meetings being closed to the public. Council members who are not appointed to Committees shall be permitted to attend closed session meetings of the Committee.



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: Committee Appointments & Structure 2022-2024

Background: To provide Council with an overall picture of the current committee appointments and structure from start of council term to present.

The current committee structure and terms of reference, as amended, were established at the beginning of the new term of council at the end of 2022 and beginning of 2023 following extension discussions and reviews to establish what we have today. A summary follows:

Terms of Reference:

Schedule A – Structure, Appointments, Agendas/Minutes – details the selection and appointment process for committee members and Chairs, and representation of boards and agencies. It also details the functions of committees in general including committee agendas, minutes, practices etc.

Schedule B – Appointment Policy – establishes a basic policy outlining minimum criteria for someone to be considered for appointment to a position on a committee or board.

Schedule C – Committee Honourariums – sets honourariums for various positions, including citizen members appointed to committees (\$30 per meeting for COW-AO and COW-CD). Plus, other various appointments as the livestock investigator, fenceviewer and Committee of Adjustment.

Schedule D – Terms of Reference – sets the terms of reference for the following committees: Committee of the Whole – Administration & Operations, Committee of the Whole – Community Development, Committee of Adjustment, Fenceviewers, Cemetery Board, and Library Board.

A number of the boards, committees and ad hoc committees due to their nature or regulations are established separately, including the Public Library Board, Port Management Committee, Ad Hoc Communications Committee, and Emergency Management Committee.

In general, the current terms of reference, as amended, appears to be serving its purpose well for the committees of council. Members to all committees are appointed by bylaw. The below table summarizes the current appointments.

An appointment bylaw for the Committee of the Whole – Administration & Operations and Committee of the Whole – Community Development will be required in December as the term expires at the end of December 2024. This is typically also the time to change any Chairs of Committees if there is a wish to do so. Council may consider re-appointing existing members, change current members and/or recruit new members.

Committees of Council, as of October 2024
Bylaw 2023-06, as amended by 2024-26 and 2024-43 (both to provide updates for purpose and delegation of duties to COW-CD).

Committee Name	Appointees	Term
Committee of Adjustment	Donald Gibson Tim Nason Stephanie Summers Wendy Van Keulen (Secretary/Treasurer) Need to update to Tim Fisher	January 1, 2023 to November 14, 2026
Fenceviewers	Doug Cleary Gary Cooper John Hunter	January 1, 2023 to November 14, 2026
Edwardsburgh Cardinal Cemetery Board	Barry Brown Steve Deschamps James Deyo Robert Hamilton Hank Heykoop Jr. Greg Modler Brian Purcell Jim Purcell Dave Robertson Sean Nicholson (Treasurer) – Need to update to Jessica Crawford	January 1, 2023 to November 14, 2026
Livestock Investigator	John Hunter	January 1, 2023 to November 14, 2026
Committee of the Whole – Administration & Operations	Tory Deschamps (Chair) Stephen Dillabough Joe Martelle Waddy Smail Chris Ward John Hunter (Advisory Member) Karen Roussy (Advisory Member)	January 1, 2023 to December 31, 2024

Committee of the Whole – Community Development	Chris Ward (Chair) Tory Deschamps Stephen Dillabough Joe Martelle Waddy Smail Brody Fahrngruber (Advisory Member) Vacant Advisory Member	January 1, 2023 to December 31, 2024
Prescott WWTP Management Board	Tory Deschamps	January 1, 2023 to November 14, 2026
RSL Board of Directors	Randy Stitt	January 1, 2023 to November 14, 2026
SNC Board of Directors	N/A	Not TWPEC term to appoint rep
Spencerville Arena Wall of Honour	Stephanie Summers	January 1, 2023 to November 14, 2026
Business Showcase & Expo	Marquis Cote	January 1, 2023 to November 14, 2026

Bylaws other than 2023-06, as amended

Committee Name	Appointees	Term
Public Library Board	Anne Barratt Hugh Cameron Judy Cameron Kimberly Martin Tammy Wilson Pat Tierney Joe Martelle	January 1, 2023 to November 14, 2026
Port Management Committee	Stephen Dillabough (Chair) Tory Deschamps Joe Martelle Waddy Smail Chris Ward Regina Hernandez Clint Camera Randy Stitt Frank McAuley	January 1, 2023 to November 14, 2026
Emergency Management Program Committee	CEMC (Chair) Fire Chief Emergency Information Officer Director of Operations Mayor Treasurer Chief Building Official	Not applicable

This report has been provided as information for Council. If Council has any requests for the terms of reference please advise. A closed session discussion will be held during the October 28 meeting of council to discuss and review current committee appointments, under S. 239(2)(b) closed session exemption, that fall within bylaw 2023-06, as amended.



Clerk



CAO



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Administration

Topic: Maple View Landings Donation Options Follow Up

Purpose: To determine naming rights and how the funding dedicated to the Maple View Landings may be utilized.

Background: Following Council decision to provide grant funding to the UCLG through the Maple View Landings project, staff provided naming right options as follows:

Type of Room & # Available	
Sun Rooms - 1	\$15,000 each
Dining Room Balconies - 2	\$10,000 each
Dining Rooms – 4	\$30,000 each
Living Rooms - 5	\$15,000 each
Resident Rooms - 192	\$5,000 each

As previous indicated, there are other priorities the LTC Fundraising Coordinator and team identified that fit within various naming bins:

Furniture & Equipment Cart - support items like wheelchairs, support equipment, furnishing for the facility such as the hair salon and dining areas.

Beautification Bin – enhance the aesthetics and beauty of the facility – from flowers for gardens to seasonal and celebratory décor.

Technology Tote - televisions, large screens, training materials for staff, computers and everything else required for state-of-the-art facility.

In-Demand Dropbox - assign the donation to whatever aspect of the facility is most in need at the time.

Staff was asked to seek clarification from the Fundraising Coordinator/Team on the following:

If Council selected naming rights to any of the above rooms, would the Township logo/branding be installed/included on the signage?

Response from LTC Team: Any branding/logos etc. will not be included. Please remember that this is a “home” for the residents, not an area for advertising donations, such as an arena facility. Long-term care design is now referred to as neighbourhoods (Maple View Landings intend to have 6) and therefore it is the intention to have themes for each neighbourhood and signage that would reflect the themes and sponsor.

Will the Township logo/branding be placed on naming bin items to recognize that the Township funded/sponsored the specific naming bin(s)?

Response from LTC Team: The “naming bins” are designed to be ways for funds/donors to direct their donation and there will not be any name/logo/branding placement on items identified in the “bins”.

Staff are seeking direction on how Committee/Council would like the Township funding to be utilized now that clarification on Township logo/branding has been confirmed. The full funding can be allocated to naming rights of room(s) or naming bins, or a combination of both.

Policy Implications: A draft naming agreement is attached, which would need to be complete by Township and UCLG staff based on Committee discussion and direction. Once the utilization of the funding is selected, the completed agreement will be provided to Council for approval.

Strategic Plan Implications: Not applicable.

Financial Considerations: Council passed a resolution granting Maple View Landings funding of \$7,500 per year, for a total of \$22,500 within 3 years.

Recommendation: That Committee recommends that Council enter into a naming rights agreement with the United Counties of Leeds and Grenville and provide direction as to how the funds are to be utilized to formalize the agreement for Council approval.



Clerk



CAO

THIS AGREEMENT made the ___ of _____ 2024

BETWEEN:

The Corporation of the United Counties of Leeds and Grenville
("Counties")

AND:

Township of Edwardsburgh Cardinal
("Donor")

The following Agreement outlines the terms, conditions and specific details of a \$22,500.00 commitment/donation made by the Township of Edwardsburgh Cardinal (hereinafter referred to as "the Donor") to the United Counties of Leeds and Grenville (hereinafter referred to as "the Counties").

1. Purpose of the Donation:

The donation shall be used to solely support the redevelopment of the Long-Term Care Redevelopment Project and in accordance with the Fundraising Strategy Policy; specifically _____.

2. Payment Amount and Timing:

The Counties and the Donor agree to the following payment(s) and schedule for which the Donor shall receive a receipt from The Counties in the year of the donation:

Date	Dollar Amount

The Donor agrees to make all payments by _____
(Post Dated Cheque, EFT, Bank Draft).

3. Use of the Funds:

The Donor's gift shall be used to enhance the lives of residents and staff of the Counties' new long-term care facility in the Township of Athens, Ontario. The funds may be used for items needed to enhance the lives of the residents and staff unless otherwise directed to a specific purchase as outlined below:

4. Recognition:

The Donor shall be recognized at the appropriate level of the Counties "Donor Tree". Recognition of this funding shall be in the name as specified by the Donor.

Should "Anonymous" be entered on the line above no recognition shall be advertised or provided for this donation.

5. Naming Rights

If the purpose of the donation in Section 1, is identified as Naming Rights, the Donor understands that such rights expire at the sole discretion of The Counties on the earlier of:

- a. The building being decommissioned as a long-term care facility
- b. Such time as the Counties determines the entire donation is not collectable, despite any amounts already donated.
- c. At any point in time the Counties determines the Donor's activities or the name bestowed at the request of the Donor reflects negatively on The Counties' image, brand or ability to operate effectively.

The Counties and the donor shall work together to establish the official name to be used to recognize the Naming Right donation.

The Donor agrees the Counties shall have the final say on all naming rights assigned to any part of the facility; however, the donor requests the following name be considered:

The Township of Edwardsburgh Cardinal and that this name be used to describe

The Counties on signing this donation agreement has determined the following name has been approve the Township of Edwardsburgh Cardinal specifically describe

_____.

6. Applicable Law

This agreement represents the entire agreement of the parties; supersedes all prior agreements, and may not be amended except by the written agreement of The Counties. This agreement will be governed by the laws of Ontario and Canada accordingly.

7. Communication

That once signed by the donor, Council will be notified of an agreement receipt by email and information from the agreement will be added to a confidential donor list at the next Committee of Management. No public announcement of donors will be made until a scheduled announcement event is held, after Committee of Management is notified of the donor.

Donor Contact Information:

Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Authorization:

IN WITNESS WHEREOF the Parties have duly executed this Agreement

) **CORPORATION OF THE UNITED COUNTIES**
) **OF LEEDS AND GRENVILLE**

)

)

)

) _____
) per: Ray Callery, Chief Administrative Officer

)

) I have the authority to bind the Corporation

)

) **Donor Name:**

)

)

)

) _____
) per:

)

)

)

) _____
) per:

) **I/We have the authority to bind**



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole-Administration and Operations

Date: October 15, 2024

Department: Environmental Services

Topic: Cardinal & Industrial Park Drinking Water System MECP Inspection Reports

Background:

On July 23, 2024, an unannounced inspection of the Cardinal and Industrial Park Water Systems was undertaken by Ms. Monica Howlett, Provincial Officer/Inspector for the Ministry of the Environment, Conservation and Parks.

The inspection examined compliance with various applicable Provincial Acts, Regulations, Permits, Training and Certification requirements. The inspections found no areas of non-compliance with regulatory requirements and no recommended best practices for either system. The full report can be made available to committee members upon request.

The Cardinal and Industrial Park Drinking Water Systems received a **100%** Inspection Rating and **0.00%** risk rating. The ratings are published in the Ministry's Chief Drinking Water Inspectors Annual Report and are included in this action item.

Staff would like to acknowledge the efforts of our Environmental Services Department, support personnel and Council in achieving this result.

Handwritten signature of Erii Wenerman in cursive.

Chief Water/Sewer Operator

Handwritten signature of Paul Sait in cursive.

Director of Operations

APPENDIX A
INSPECTION RATING RECORD
AND METHODOLOGY

Ministry of the Environment, Conservation and Parks - Inspection Summary Rating Record (Reporting Year - 2024-25)

DWS Name:	CARDINAL DRINKING WATER SYSTEM
DWS Number:	220003582
DWS Owner:	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH-CARDINAL
Municipal Location:	EDWARDSBURGH-CARDINAL
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Focused
Compliance Assessment Start Date:	Jul-23-2024
Ministry Office:	Kingston District Office

Maximum Risk Rating: 539

Inspection Module	Non Compliance Risk (X out of Y)
Capacity Assessment	0/30
Certification and Training	0/42
Distribution System	0/4
Logbooks	0/14
Operations Manuals	0/14
Reporting & Corrective Actions	0/70
Source	0/0
Treatment Processes	0/253
Water Quality Monitoring	0/112
Overall - Calculated	0/539

Inspection Risk Rating:	0.00%
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Final Inspection Rating:	100.00%
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DWS Name:	CARDINAL DRINKING WATER SYSTEM
DWS Number:	220003582
DWS Owner Name:	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH-CARDINAL
Municipal Location:	EDWARDSBURGH-CARDINAL
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Focused
Compliance Assessment Start Date:	Jul-23-2024
Ministry Office:	Kingston District Office

All legislative requirements were met. No detailed rating scores.

Maximum Question Rating: 539

Inspection Risk Rating:	0.00%
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FINAL INSPECTION RATING:	100.00%
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APPENDIX A
INSPECTION RATING RECORD
AND METHODOLOGY

Ministry of the Environment, Conservation and Parks - Inspection Summary Rating Record (Reporting Year - 2024-25)

DWS Name:	EDWARDSBURGH INDUSTRIAL PARK DISTRIBUTION SYSTEM
DWS Number:	260005112
DWS Owner:	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH-CARDINAL
Municipal Location:	EDWARDSBURGH-CARDINAL
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Detailed
Compliance Assessment Start Date:	Jul-23-2024
Ministry Office:	Kingston District Office

Maximum Risk Rating: 307

Inspection Module	Non Compliance Risk (X out of Y)
Certification and Training	0/35
Logbooks	0/30
Operations Manuals	0/42
Reporting & Corrective Actions	0/8
Treatment Processes	0/121
Water Quality Monitoring	0/71
Overall - Calculated	0/307

Inspection Risk Rating:	0.00%
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Final Inspection Rating:	100.00%
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DWS Name:	EDWARDSBURGH INDUSTRIAL PARK DISTRIBUTION SYSTEM
DWS Number:	260005112
DWS Owner Name:	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH-CARDINAL
Municipal Location:	EDWARDSBURGH-CARDINAL
Regulation:	O.REG. 170/03
DWS Category:	DW Municipal Residential
Type of Inspection:	Detailed
Compliance Assessment Start Date:	Jul-23-2024
Ministry Office:	Kingston District Office

All legislative requirements were met. No detailed rating scores.

Maximum Question Rating: 307

Inspection Risk Rating:	0.00%
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FINAL INSPECTION RATING:	100.00%
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**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Operations

Topic: Curbside Solid Waste Collection Agreement Extension

Purpose: To extend the agreement with HGC Management Inc. for curbside collection services through the Blue Box program transition.

Background: In January 2022, the Township entered into a three (3) year agreement with HGC Management Inc. for the provision of curbside collection of solid waste and recyclables effective March 1, 2022.

The rationale behind the three (3) year agreement was to provide some flexibility and options to both the Township and contractor as we entered into the phasing in period of the new Blue Box program. The township's blue box transition date is February 1, 2025.

Circular Materials (CM) has informed us that Emterra Environmental Inc. has been identified as the preferred proponent to provide residences and facilities Blue Box services commencing on our transition date. Emterra Environmental Inc. will be using HGC Management Inc. to provide this service to our township during the transition period of February 1 to December 31, 2025.

Staff reached out to HGC Management Inc. to inquire about a 1-year extension to our current agreement. HGC Management Inc. was interested in providing a price. Having our current contractor continue to collect the garbage with the recycling will provide efficiency for garbage collection over the transition period.

Policy Implications: The current agreement with HGC Management Inc. expires on February 28, 2025. An extension agreement would need to be executed to continue current services with HGC Management Inc. during the transition period.

Strategic Plan Implications: This would align with objective 2.3 under good governance in ensuring that services delivered are effective and efficient.

Financial Considerations: HGC Management Inc. has provided a cost of \$342,000.00 for the 1-year extension. For comparison purposes, the garbage collection component

alone for 2024 ranged from \$350,000.00 to \$393,197.00 from the other three contractors that bid on our existing contract in 2021.

Alternatives: Council could direct staff to prepare and issue a tender for curbside garbage collection alone. The drawbacks to issuing a tender right now, in this transition phase, are length of term and unknown blue box service provider for our area post January 1, 2026.

Recommendation: That Committee recommend Council direct staff to prepare a 1-year extension agreement with HGC Management Inc in the amount of \$342,000.00 plus HST and authorize the Mayor and Clerk to execute the required documents.

A handwritten signature in black ink, appearing to read "D. S. Galt", written over a horizontal line.

Director of Operations

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

BY-LAW NO. 2022-05

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CAO TO EXECUTE AN
AGREEMENT WITH HGC MANAGEMENT INC. FOR CURBSIDE COLLECTION
OF SOLID WASTE AND RECYCLABLES”**

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

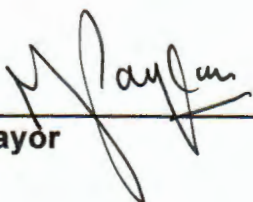
WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into an agreement with HGC Management Inc. for the provision of curbside collection of solid waste and recyclables;

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

1. That the Mayor and CAO are hereby authorized to execute the Waste Disposal Agreement with HGC Management Inc, attached hereto as Schedule “A”, and shall form part of this bylaw.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 24 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of January, 2022.



Mayor



Clerk

WASTE DISPOSAL AGREEMENT

This Agreement, made in triplicate, on the 24 day of January, 2022.

BETWEEN:

The Corporation of the Township of Edwardsburgh/Cardinal
(hereinafter call the "Municipality")

- and -

HGC Management Inc.
(hereinafter called the "Contractor")

WHEREAS the Contractor provides collection and disposal services for solid waste and recyclables in the Province of Ontario.

AND WHEREAS the Municipality requires curbside collection and the disposal of waste and recovery of recyclables.

NOW THEREFORE, in consideration of the promises made hereinafter, set out and intended to be legally binding thereby, the Municipality and the Contractor agree as follows:

SECTION 1:

A. A general (but not exhaustive) description of the work is as follows:

Waste Management Collection Services:

The Contractor shall supply all expertise, labour, materials, equipment, licenses, and certifications necessary to complete the following:

- i. The weekly collection and disposal of curbside solid waste at an approved landfill site in accordance with the Municipality's Waste Collection By-law No. 2019-64;
- ii. The bi-weekly collection and recovery of curbside recycling, with green box material collected one week and blue box material collected the next in accordance with By-law No. 2019-64 ("the Work").

B. The Contractor shall, for the Contract Price as set out in Section 3 of this Agreement, without exception, supply at no additional costs to the Municipality all and every kind of labor, machinery, plants, structures, materials, appliances, articles, and things necessary for the performance of the Work as defined by this agreement.

SECTION 2:

The Contractor shall commence the Work on March 1, 2022 and agrees to carry out the work for a period of three (3) years (“the Term”).

SECTION 3:

The Municipality and the Contractor agree that the Contract Price for the Work shall be as follows:

Weekly Curbside Solid Waste Collection	# of Eligible Units	TOTAL ANNUAL COST
YEAR ONE (2022-2023)	3170	\$232,000.00, plus HST
YEAR TWO (2023-2024)	3208	\$232,450.00, plus HST
YEAR THREE (2024-2025)	3246	\$242,250.00, plus HST

Alternating Weekly Curbside Recyclable Waste Collection, (blue box one week, green box the next).	# of Eligible Units	TOTAL ANNAUL COST
YEAR ONE (2022-2023)	3170	\$110,625.00, plus HST
YEAR TWO (2023-2024)	3208	\$115,300.00, plus HST
YEAR THREE (2024-2025)	3246	\$120,175.00, plus HST

SECTION 4:

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- a. This Agreement;
- b. Addenda to this Agreement, if any;
- c. *Request for Proposal for Curbside Collection of Recyclables and Solid Waste Addendum No. 1;*
- d. *Request for Proposal for Curbside Collection of Recyclables and Solid Waste dated November 3, 2021;*
- e. Edwardsburgh Cardinal RFP for Curbside Collection Technical and Pricing Submissions;
- f. Declaration by Proponent and Schedule of Items & Pricing.

SECTION 5:

The Contractor shall not, without the consent in writing of the Municipality, and without restricting in any way the Terms and Conditions as set out in the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* dated November 3, 2021, make any assignment of any part or the whole of any of this Agreement or any individual provision thereof

SECTION 6:

The Municipality covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Agreement, will be paid the Contract price for 2022-2023, 2023-2024, 2024-2025 subject to such additions and deductions as may properly be made under the terms hereunder, if any. The Municipality may make payment of the Contract Price to the Contractor by way of monthly installments or as otherwise permitted by the Terms and Conditions contained in the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* and any addenda thereto.

SECTION 7:

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, such notice shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

The Municipality: **THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/ CARDINAL**
18 Center Street
Spencerville, ON K0E 1X0

The Contractor: **HGC MANAGEMENT INC.**
50 Shaver Street, RR#8
Brantford, ON N3T 5M1

SECTION 8:

A copy of each of the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste Addendum No. 1, Request for Proposal for Curbside Collection of Recyclables and Solid Waste* dated November 3, 2021, Edwardsburgh Cardinal RFP for Curbside Collection Technical and Pricing Submissions, and the Declaration by Proponent and Schedule of Items & Pricing are hereto annexed and form part of this Agreement as though recited in full herein.

SECTION 9:

No contract of any kind by or on behalf of the Municipality shall arise, be implied, or inferred from anything contained in this Agreement, nor from any position or situation of the parties at any time, it being understood and acknowledged that the express covenants and agreements herein contained are the only covenants and agreements between the parties.

SECTION 10:

Time shall be of the essence of this Agreement.

SECTION 11:

The Contractor declares that by submitting a proposal for the Work and by entering into this Agreement, it has either investigated the character of the Work and all local conditions that might affect its tender, acceptance or performance of the Work, or that not having so investigated, it acknowledges that its responsibility under this Agreement is in no way reduced or limited thereby. The Contractor further agrees to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the Work which might or could make the Work, or any part thereof, more expensive to complete, or more onerous to fulfill, than was contemplated or known when the tender was made or this Agreement signed. The Contractor further declares that it did not and does not rely upon information furnished by any methods whatsoever by the Municipality or its officers, employees or agents, being aware that any such information was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Municipality.

SECTION 12:

The Contractor shall ensure that the Work is done in compliance with the requirements of each federal, provincial, municipal and other government and each governmental and regulatory authority having jurisdiction over the Work and/or the Contractor (collectively, the "Regulatory Authorities") and with all laws, regulations, rules, by-laws, codes, standards, directives, and policies of every nature and kind whatsoever of all Regulatory Authorities (collectively, the "Laws") applicable to the work and/or the Contractor. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by the Regulatory Authorities. If the Contractor performs any work contrary to any applicable Laws, then the Contractor shall bear all costs related to that contravention and its correction.

SECTION 13:

In the event that the performance of the Contractor is not satisfactory, as determined by the Municipality in its sole and absolute discretion, then the Municipality shall serve written notice upon the Contractor setting out the details of non-performance and will give the Contractor ten (10) calendar days to rectify that non-performance. If the Contractor does not take the required corrective action, this Agreement may be terminated immediately by the Municipality without further recourse by the Contractor against the Municipality. The Municipality may then procure the necessary equipment and services to complete the work, the cost of which shall be deducted from any monies owed to the Contractor. If the expense of completing the work exceeds the unpaid balance of the Agreement price, then the Contractor shall pay the difference to the Municipality forthwith on demand.

SECTION 14:

Prior to the commencement of any work, the Contractor shall obtain and maintain until the termination of this Agreement or otherwise stated, the required insurance coverage as outlined and set out in the *Request for Proposal for Curbside Collection of Recyclables and Solid Waste Addendum No. 1* and/or *Request for Proposal for Curbside Collection of Recyclables and Solid Waste* dated November 3, 2021, which coverage may include, but is not limited to, commercial general liability, automobile liability, professional liability, and environmental liability insurance. The Contractor shall provide evidence of the foregoing insurance to the Municipality upon demand.

SECTION 15:

A. Notwithstanding anything to the contrary contained in this Agreement, the parties shall not be liable for any failure or delay in fulfilling or performing any of their obligations under this Agreement when such performance is prevented or delayed by any cause or condition beyond the reasonable control of the affected party, including without limitation:

- (i) acts of God or natural disasters such as but not limited to fire, explosion, earthquake, volcanic activity, blizzard, epidemic, violent storm, flood or drought;
- (ii) war, act of terrorism, insurrection, rebellion, riot, civil commotion or disorder, strike, lockout or other labour disturbance;
- (iii) act, omission or delays in acting by governmental authority, compliance with any law or government order, rule, regulation or direction, curfew restriction or lockdown, or expropriation; and
- (iv) prolonged breakdown or shortage of transport, telecommunication or electricity (each an "Event of Force Majeure").

- B. A party affected by an Event of Force Majeure shall forthwith notify the other party within seven (7) calendar days of the existence or occurrence of the Event of Force Majeure and shall use commercially reasonable best efforts to avoid, mitigate or remove such Event of Force Majeure and the causes of non-performance or any damage resulting therefrom.

SECTION 16:

- A. The Contractor shall keep the work site (curbside collection zones) clean and tidy and free of debris and waste materials, failing which the Contractor will be charged a clean-up fee of double to cost of such clean up to the Municipality. The Municipality has the right to direct the Contractor with respect to its clean-up activities.
- B. The Contractor shall be responsible for reinstatement of all disturbed areas. The Contractor shall also be responsible for any and all costs associated with the release of hazardous materials caused by or resulting from the acts or omissions of the Contractor or its agents. Those costs include, without limitation, emergency response, investigation, containment, remediation, removal and disposal of hazardous materials in surface and ground water, land surface, subsurface strata, buildings, structures or improvements on the work site or on neighboring properties that originated from a release on the work site.

SECTION 17:

The Contractor agrees to indemnify, hold harmless, and defend the Municipality and its elected officials, directors, officers, employees and agents, as applicable (collectively, the "Indemnified Parties"), from and against all claims, demands, debts, dues, losses, costs including legal costs, damages, actions, suits or proceedings (collectively, the "Liabilities") as a result of (i) accidents or injuries (including death) to persons or property occasioned by the acts, omissions or negligence of the Contractor its directors, officers, agents, employees or any other person for whom it is responsible in law, whether or not the Contractor is insured and whether or not the accident or injury is jointly caused by any third party, (ii) violations by the Contractor or its agents of any applicable laws, (iii) any release of hazardous materials caused by or resulting from the acts, omissions or negligence of the Contractor, its directors, officers, agents, employees or any other person for whom it is responsible in law, (iv) any claim, lien or trust claim pursuant to the *Construction Act* or any other statute or law, including without limitation, the cost of removing any claim for lien from the title to the work site, and (v) any breach of this Agreement by the Contractor. If any claim or demand is made against the Indemnified Parties on account of any such Liabilities, the Municipality may deduct the amount of such Liabilities (and related legal fees) from monies owing to the Contractor.

SECTION 18:

- A. The parties hereto agree that they will follow the process for dispute resolution as set out herein.
- (i) In the event of any dispute, claim, question or difference arising out of or relating to the construction of the Services or the reduction of security contemplated by subsection 2(f) of this Agreement, the parties shall use their best efforts to settle such disputes, claims, questions or differences. To this effect, they shall consult and negotiate with each other in good faith and understanding of their mutual interests in the Services to reach a just and equitable solution satisfactory to all parties. If they do not reach such solution within thirty (30) days, then upon notice by either party, the disputes, claims, questions, or differences shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17 and any amendments thereto.
 - (ii) The arbitration tribunal shall consist of one arbitrator. The parties will cooperate with one another with a view to selecting an arbitrator appropriate to the subject matter of the dispute. If the parties fail to agree upon an arbitrator within a reasonable period of time, then either of them may apply to a judge of the Superior Court of Justice of the Province of Ontario to appoint an arbitrator. The arbitration will take place in the City of Ottawa unless agreed otherwise by the parties.
 - (iii) The arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The arbitrator shall render a decision within sixty (60) days of any hearing.
 - (iv) The final award of the arbitrator shall be final and binding on the parties with no appeal to any court. The parties hereby agree to carry out any decision or order of the arbitrator in good faith. The costs of the arbitration shall be determined by the arbitrator.

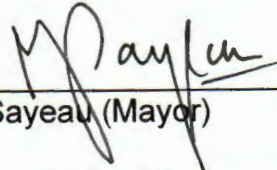
SECTION 19:

This Agreement shall ensure to the benefit of and be binding on the parties hereto and their respective successors, administrators, and assigns.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, duly authorized, as the case may be.

SIGNED, SEALED AND DELIVERED

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



Per: Patrick Sayeau (Mayor)

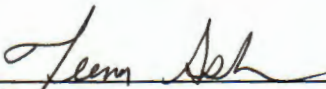
(I have authority to bind the corporation)



Per: Dave Grant (CAO)

(I have authority to bind the corporation)

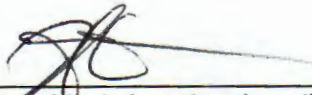
HGC MANAGEMENT INC.



Witness

Name (Printed):

Tereza Ashbridge



Per: Herb Lambacher (President)

(I have authority to bind the corporation)



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Committee of the Whole Administration & Operations

Date: October 15, 2024

Department: Operations

Topic: Circular Materials – P & E Agreement

Purpose: To enter into an agreement with Circular Materials for promotion and education services.

Background: On March 25, 2024 council resolution 2024-063 directed that Circular Materials be notified that the Township will opt out of providing blue box service during the transition period. Circular Materials were informed of Council's decision.

On August 23, 2024 Staff met with Circular Materials to review our current recycling promotion and education activities. There is an option for the Township to provide promotion and education services during the transition period. This would include the development, design, printing and distribution of waste guides and calendars to households. See attached presentation that staff participated in on September 5, 2024.

We recognize that additional promotion and education will be required during the transition period to prepare our residents for the full implementation of the new Blue Box Program. We also know that residents will be looking to the Township for assistance in understanding the requirements.

Considering we will need to perform promotion and education regardless of Circular Materials activities, it makes some sense to enter into an agreement and receive some reimbursement for our efforts.

Policy Implications: An agreement would need to be executed with Circular Materials. See attached.

Strategic Plan Implications: This would align under the good governance section of objectives relating to communication, partnerships and service delivery.

Financial Considerations: Circular Materials would reimburse the Township at a rate of \$0.44 per household for the promotion and education activities related to waste guides and calendars. This will work out to \$1,500.00 based on 3432 households.

Alternatives: Council could decide not to enter into an agreement with Circular Materials for promotion and education activities.

Recommendation: That Committee recommends that Council enter into an agreement with Circular Materials for promotion and education services and authorize the Mayor and Clerk to execute the agreement documents.

A handwritten signature in cursive script, appearing to read "David Scott", written in black ink.

Director of Operations

AGREEMENT
for
ELIGIBLE COMMUNITY PROMOTION AND EDUCATION
(NO COLLECTION SERVICES)

This agreement (this “**Agreement**”) is entered into as of _____, (“**Effective Date**”)

Between

[Insert Legal Name] a corporation incorporated under the laws of Ontario, having a place of business at [Insert Address] (“**Contractor**”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario (“**CMO**”)

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the promotion and education of Blue Box Material and related services; and

WHEREAS, Contractor and CMO (each a “**Party**”, and collectively the “**Parties**”) jointly desire to enter into this Agreement respecting the promotion and education of Blue Box Material and related services for the Eligible Community listed in Exhibit 3; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

[Remainder of Page Intentionally Left Blank]

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“APPLICABLE LAW” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in the Regulation.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“COLLECTION SERVICES” means the work required for the collection, or receipt in the case of a depot, of Blue Box Material from an Eligible Source located within an Eligible Community and delivery of the collected Blue Box Material to a RF.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of the Agreement.

“FACILITY” has the meaning set out in the Regulation.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of the Agreement (including the households referred to in Exhibit 2).

“LEGISLATIVE CHANGE” means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the entity delivering Collection Services is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016.

“RESIDENCE” has the meaning set out in the Regulation.

“SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“**Taxable Portion**”) by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

“WORK” means the performance of services including the supply of all materials, equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement.

**ARTICLE 2
TERM**

2.1 Term

This Agreement will commence on the Service Commencement Date and its initial term will continue until December 31, 2025 unless terminated as set out in Article 4. CMO and the Contractor, by mutually written agreement, may extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Term”.

**ARTICLE 3
PROMOTION AND EDUCATION SERVICES**

3.1 Promotion and Education Services

- (a) The Contractor shall have responsibility for executing one or both of the following promotion and education activities as indicated by an x in the associated check box in Exhibit 4, for Households identified in Exhibit 2 (“**Promotion and Education Activities**”):
- Waste guides and calendars
 - Waste website widgets and related mobile apps
- (b) Where the Contractor is providing waste guides and calendars, the Contractor will have responsibility for:
- (A) the development, design, printing, and distribution of the waste guides and calendars to Households.
 - (B) providing persons associated with Households information about Collection Services, including:
 - the days and times that Collection Services are provided;
 - a list of Blue Box Material that may be deposited into blue box receptacles;
 - a list of materials that may not be deposited into blue box receptacles;
 - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
 - the telephone number and email address of the Contractor delivering Collection Services at which persons may receive responses to questions or concerns relating to Collection Services.
- (c) Where the Contractor is managing waste website widgets and related mobile apps, the Contractor will have responsibility for:
- (A) Maintaining all subscription requirements;
 - (B) Managing any Non-Blue Box Material-related content and information, as applicable; and
 - (C) If agreed to by both parties in writing, providing CMO with a login account to allow CMO staff to manage content related to Blue Box Material.

- (d) Contractor is to provide Promotion and Education Activities are at a standard similar to or exceeding the standard of Promotion and Education Activities prior to the Service Commencement Date.
- (e) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief.

ARTICLE 4 TERMINATION

- 4.1** Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement, as follows:
- (a) If there is a Legislative Change, immediately, upon written notice being provided to the Contractor; or
 - (b) If Contractor fails to deliver the Promotion and Education Activities set out in Section 3.1 or the standard of such Promotion and Education Activities falls below the standard prior to the Service Commencement date and does not rectify the failure within 30 calendar days of receipt of notice thereof from CMO.
- 4.2** Either Party may, at any time and without cause, terminate this Agreement for convenience upon giving the other Party 180 days' written notice (or such shorter amount of notice if agreed in writing by the other Party).

ARTICLE 5 STANDARD CONDITIONS

5.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

5.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

5.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

5.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

5.5 Changes to Agreement

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, “Communications”), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

5.6 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

5.7 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

5.8 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

5.9 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

5.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.

5.11 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Jennifer James, Director, Marketing & Communications – Eastern Canada

Email: operations@circularmaterials.ca

To Contractor:

[Contractor]
[Address Line 1]
[Address Line 2]
Attention: [●]

Email: [●]

IN WITNESS WHEREOF, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

[Contractor]

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO

EXHIBIT 2: HOUSEHOLDS RECEIVING COLLECTION SERVICES

Eligible Community	Number of Households Receiving Collection Services
Legal Name	Stops (updated)

***NOTE: The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.**

****NOTE: CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

EXHIBIT 3: SERVICE COMMENCEMENT DATE

The table included below lists the Service Commencement Date when services, forming the Work described by this Agreement, are to commence in each Eligible Community.

Eligible Community	Service Commencement Date
Legal Name	Transition Date

EXHIBIT 4: COMPENSATION

1.1 In consideration for Contractor’s performance of the Promotion and Education Activities, CMO will pay Contractor the Unit Price for the applicable Promotion and Education Activities selected (as indicated by an x in the associated check box) in the table below:

	Promotion and Education Activities	Unit Price per Year \$ per Household Receiving Collection Services
<input checked="" type="checkbox"/>	Waste guides and calendars	\$0.44
<input type="checkbox"/>	Waste website widgets and mobile apps	

1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Unit Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar year.

1.3 All amounts are in Canadian funds.

1.4 Documentation and Payment

- (a) The payment provided by CMO as identified in this Exhibit must only be used with respect to Blue Box Material and may not be used for any Promotion and Education Activities for non-Blue Box Material (i.e garbage, organics, etc.).
- (b) CMO may issue a purchase order in respect of the Agreement. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this Agreement or be considered to form part of this Agreement.
- (c) CMO shall pay the amount due under Section 1.1 on January 31 of each year during the Term of this Agreement. Where the Contractor’s Service Commencement Date falls on a date other than January 1st, the first payment will be made thirty (30) days following the Service Commencement Date and the Unit Price for the first payment will be calculated as follows: Unit Price in the table in Section 1.1 divided by twelve (12) and multiplied by the number of full months between the Service Commencement Date and December 31.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (e) The Contractor shall inform CMO of any payment errors that result in payment errors by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.

1.5 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or

thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

1.6 Monies Due to CMO

In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.



2025 Opt-out Community P&E Meeting

September 5, 2024

Agenda

- Background
- P&E approach
- P&E assets
- Customer service
- Launch toolkits
- Next steps





Background

- On July 1, 2023, Ontario communities began transitioning their blue box recycling programs to the new producer responsibility framework under the Blue Box Regulation.
- As the administrator of the common collection system, Circular Materials is responsible for delivering promotion and education (P&E) in each transitioned community.
- P&E plans employ strategies and tactics aimed at influencing consumer behaviour and shaping how Ontarians' use the blue box system.

P&E Objectives



Meet P&E Regulation Requirements

Recycling education, publicly accessible website, translation, available in print.



Seamless Transition for Residents

Duplicate and enhance the P&E initiatives received prior to transition.



Increase Recycling Rates

Increase participation through education and awareness.
Reduce contamination by influencing recycling behaviour.

Transition Schedule



Discovery & Research Phase

- Circular Materials' discovery process with 2025 transitioning communities launched in May.
- The below inputs will inform P&E plans.

Focus groups

Leveraged 2022 and 2023 consumer focus group research to understand consumer behaviour and perceptions around recycling.

Another set of focus group research set for Q4 2024.

One-on-one meetings

Conducted one-to-one meetings with each of the opt-out communities to audit and learn about their current P&E initiatives, best practices and learnings.

Meetings with CIF depot committee to learn about depot P&E needs.

Webinars

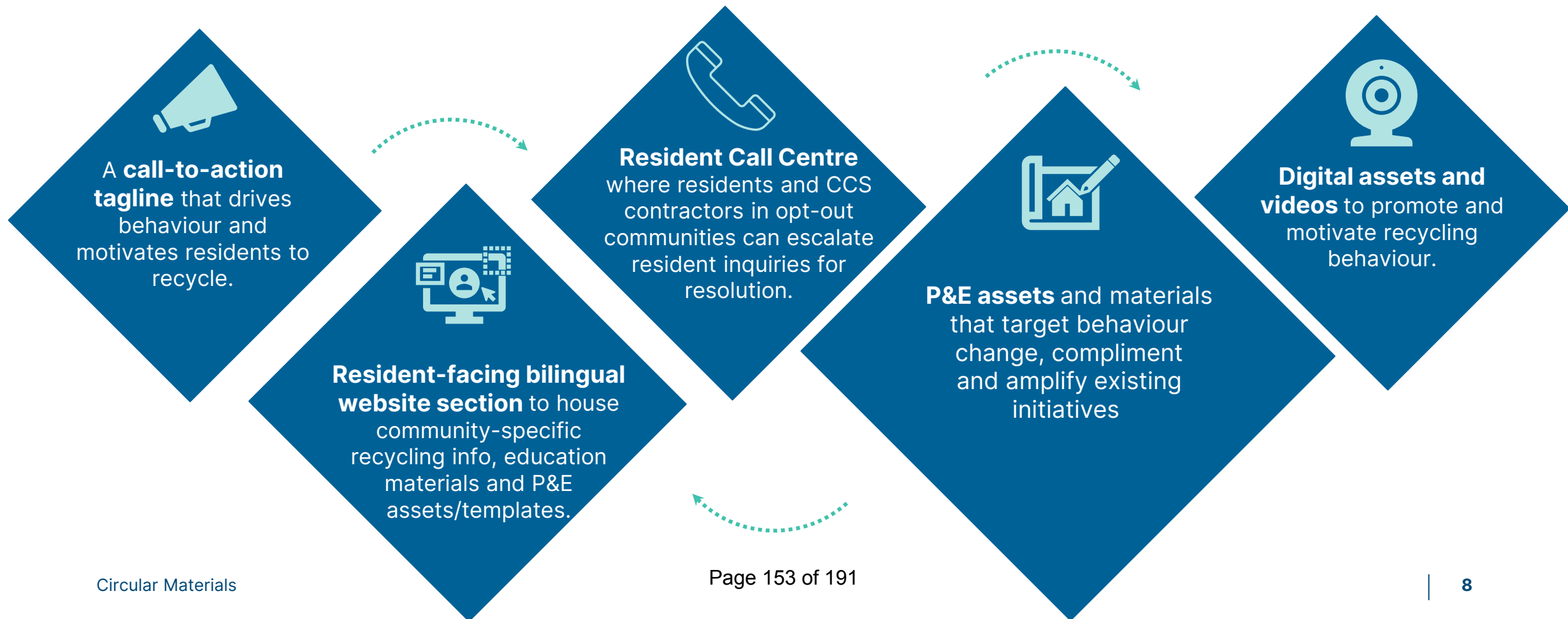
Webinars with 2025 opt-in and opt-out communities to review P&E approach and answer questions – happening today!

Focus Group Research Learnings

- Recycling is an **unthinking habit** entrenched in one's daily routine.
- **Confusion** and noise on what is recyclable and what is not – simplicity is key.
- **Lack of trust in the system** and feel that recycling is still under-developed with broken promises.
- **Looking for an 'enabler'** that provides options to be more sustainable in their daily lives.
- Reject higher-order promises; need to **understand what is possible in real, tangible terms** - demonstrate what recycled material creates.
- **Aspire to be part of a circular model** but the concept of 'circularity' / 'circular economy' is not well understood.

Outcome: P&E Approach

Based on the discovery and research phase learnings, the following assets have been developed to meet compliance requirements and set the groundwork to influence resident recycling behaviour.



Call to Action Tagline: Ready. Recycle. Repeat.

- Simple, easy-to-understand messaging.
- Influences resident barriers and taps into their motivation.
- Consistently used on all P&E assets, highlighting the word that each asset speaks to.



READY

Recycling preparation and what you need to do before your material goes into the recycling bin.



RECYCLE

What you need to do when placing your material in the bin and at the curb.



REPEAT


Continuing the behaviour cycle, focusing on the 'why recycle' piece.

P&E Assets


- We have developed P&E assets covering recycling topics in various sizes in both English and French.
- Inputs include discovery meeting learnings, audit data and research findings.
- Sizes include:
 - Social/digital (Facebook, Twitter, Instagram).
 - Poster.
 - Other sizes upon request.
- Focus is on back-to-basics to set the groundwork for future years and address contamination/recycling topics communities raised during the discovery phase.

READY Examples


A short rinse goes a long way.




Rinsing food residue from your containers helps ensure they are ready for recycling.
circularmaterials.ca/ON



Break down your boxes.




Flattening cardboard and boxboard allows for more space in your recycling bin and ensures it's collected.
circularmaterials.ca/ON



Bins out by 7 a.m.



Put your recycling bins out by 7 a.m. on collection day to ensure they get collected.
circularmaterials.ca/ON



RECYCLE Examples

Keep lids on.

Containers and bottles can be put in your recycling bin with the lids on.

circularmaterials.ca/ON

Infinite aluminum.

Did you know aluminum cans can be recycled an unlimited number of times? Recycle yours!

circularmaterials.ca/ON

Loosen up.

Keep materials loose in your bin to ensure they're ready for recycling.

circularmaterials.ca/ON

When the wind blows.

Stack bins on windy collection days to prevent recyclables from getting away.

circularmaterials.ca/ON

Not all materials play nice together.

Separate containers from paper and cardboard to ensure materials are ready for recycling.

circularmaterials.ca/ON

REPEAT • READY • RECYCLE

RECYCLE Examples

No food in the bin.



Food and organics can contaminate your recyclables. Keep them out of your recycling.

circularmaterials.ca/ON



No pots. No pans.



Pots and pans can disrupt the recycling process. Keep them out of your recycling bin.

circularmaterials.ca/ON



Festivities are not for your bin.




Holiday lights and décor can disrupt the recycling process. Keep them out of your recycling bin.

circularmaterials.ca/ON




Keep lids on.

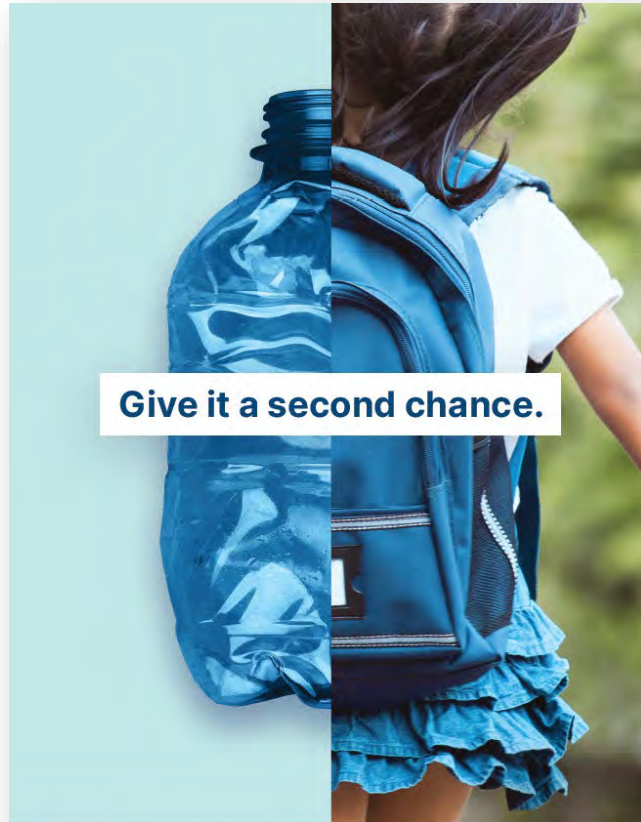


Containers and bottles can be put in your recycling bin with the lids on.

circularmaterials.ca/ON





REPEAT Examples



Give it a second chance.

Recycle plastic containers so they can be turned into something new.

circularmaterials.ca/ON



Recycle more, use less.

Products made from recycled materials use less natural resources.


circularmaterials.ca/ON



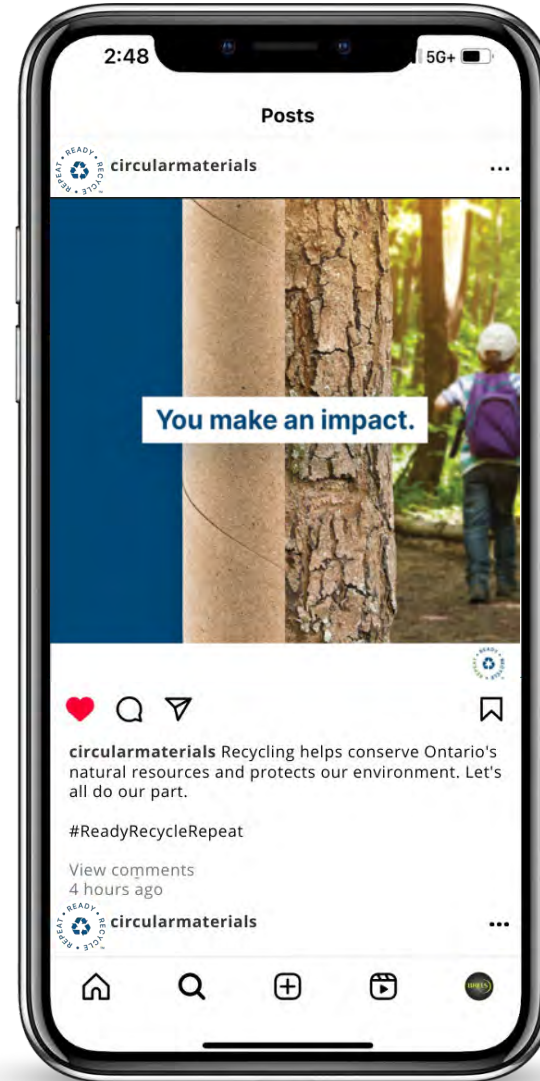
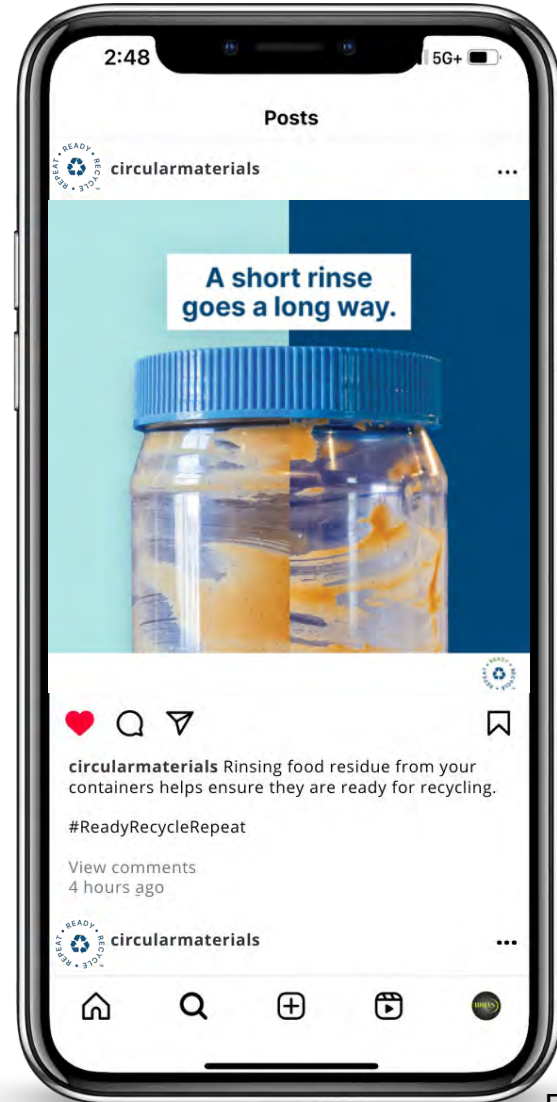
You make an impact.

By recycling, you are protecting our environment for future generations. Thanks for doing your part!

circularmaterials.ca/ON



Social Adaption Examples



Social Images for Service Disruptions and Holiday Reminders



Educational Videos

- 30-second education videos.
- Reiterate P&E asset messaging (rinsing, flattening, sorting, recycling process, why recycle, no batteries, no holiday decorations).
- Available for you to use on digital channels.



Circular Materials

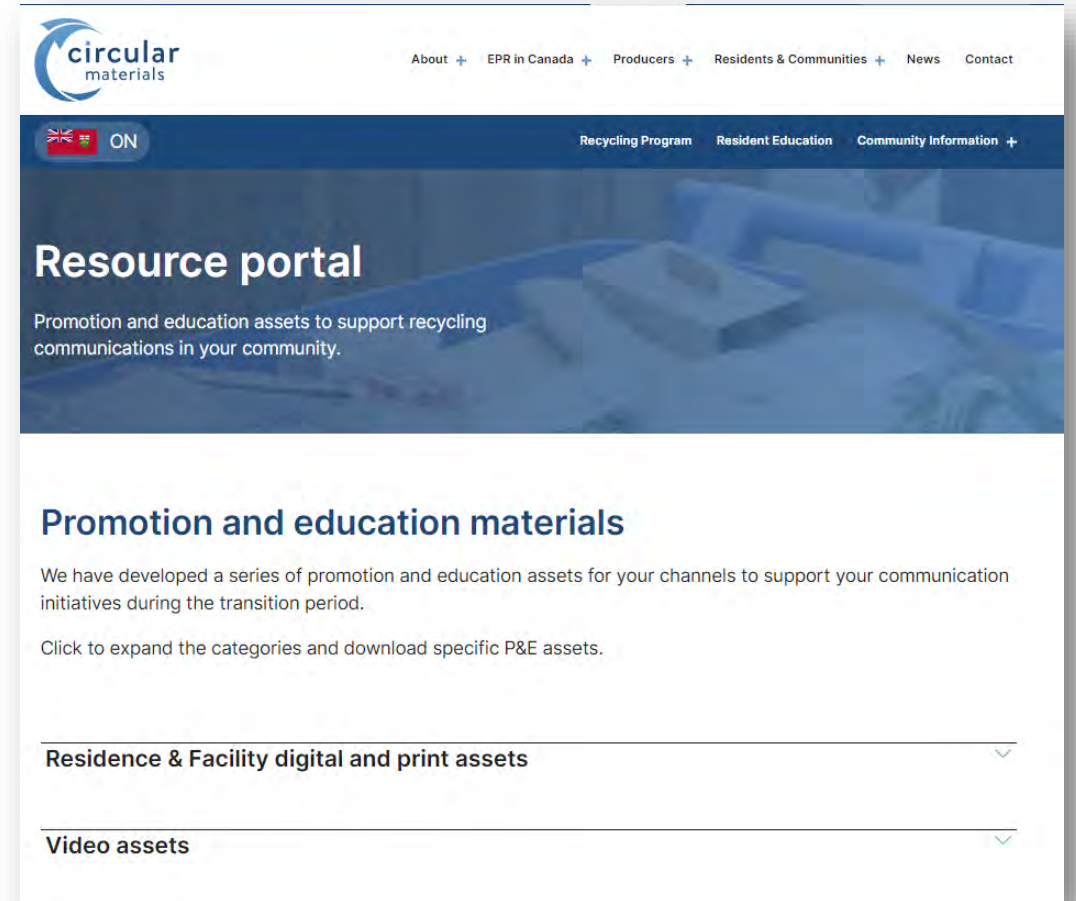


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Resident Website Hub

- Evolved website launched late June 2023 to capture residents and meet regulation requirements.
- The website features a resource portal for communities to log in and download P&E assets to use on communication channels.
- Each community will have a unique log in to access the resource portal prior to their transition date.



P&E Approach for Opt-out Communities

Directly Manage Opt-Out Community P&E

- Circular Materials will replicate P&E initiatives for opt-out communities to support a seamless transition for residents.
- Plans are tailored to each opt-out community and based on their P&E prior to transition.



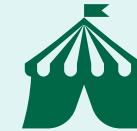
Collaborate on recycling guides and calendars.



Local ad planning and buys.



Host website information for each community.



Local event activations.



Manage recycling-portion of waste apps.



Educational school toolkits.



Provide recycling-related social media content.

Calendars and Guides

- Based on learnings from our discovery calls, most opt-out community recycling guides and calendars are shared with other waste streams (e.g., garbage, compost, yard waste, hazardous waste).
- Depending on your transition date, P&E agreements to support your team in continuing to develop and distribute guides/ calendars. **Please return these as soon as possible.**
- Intention is to keep your current practice for guides/calendars during the transition period to support a seamless transition for residents.
- Contact details for selected contractors can be included on your next guide/calendar for resident inquiries.



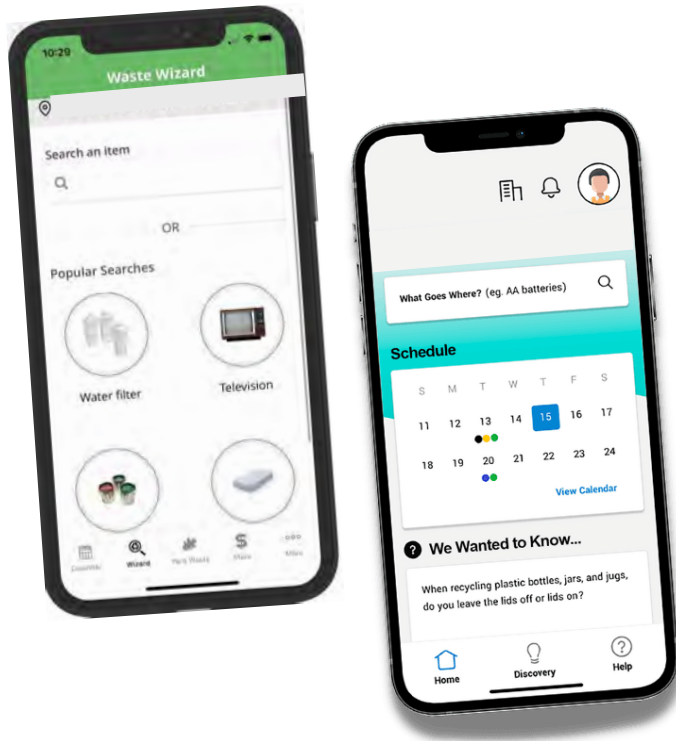


Website Information

- As part of our evolved website, each opt-out community will have a community-specific page that includes the recycling information that's currently on your website and the customer service information for your contractor.
- Recycling information on your website will be redirected to the Circular Materials website – copy will be provided to you.
- Website URLs will be confirmed prior to your transition date and follow this format: *circularmaterials.ca/communityname*.
- On your transition date, please update your recycling page with the following text and hyperlink to your website URL:

Community's recycling program is now managed by Circular Materials – the administrator of the common collection system and a not-for-profit organization that is committed to building an efficient and effective recycling system in Ontario. [Click here](#) to visit Circular Materials' website.

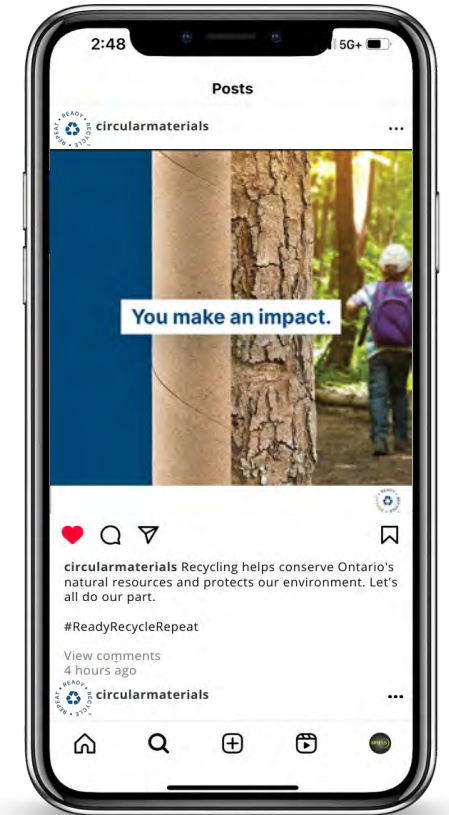
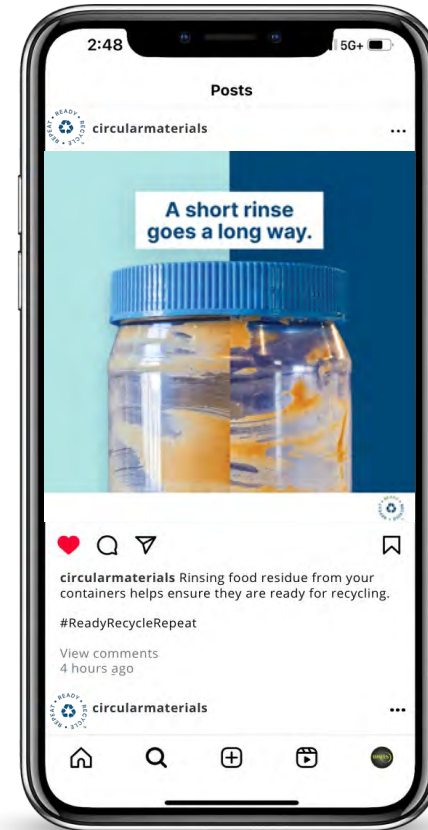
Waste Apps/Widgets



- Circular Materials can directly manage the recycling content within your waste app.
 - Depending on transition date, P&E agreements were issued to support continuing the subscription of these apps.
- **Material info and collection calendar:** we will directly update and maintain the information on your app.
- **Service disruption/alerts:** we will directly issue the service alert to affected residents.
 - We will email you with the service issue and social media/website post copy should you wish to share on other channels.
- **Website widgets:** please send your website embed code as soon as possible for publication on your community-specific page on the Circular Materials website.
- **Please contact us if you are approached to renew/extend waste app contracts as we are considering moving to one app post-2026.*

Social Media Content

- P&E assets available in sizes for Twitter, Facebook and Instagram.
- These assets can be included in your social media content calendars to amplify recycling messaging.
- Circular Materials launched channels in February and encourage you to follow/share our posts on your channels.
- As of your transition date, if you receive a complaint/question on social media regarding the blue box program, please direct them to customerservice@circularmaterials.ca.



Local Advertising

- For those communities that conducted paid advertising prior to transition, Circular Materials will continue to profile recycling through these channels.
- Planning for these advertising campaigns will be a collaborative effort with each community.
- To avoid confusion, 2025 media plans will be a targeted approach with less focus on broadcast channels that have an extended reach to opt-in communities or communities that have not transitioned yet.

Safety measures announced for Autoroute 50

ARGENTEUIL - The Québec government has announced a series of measures to improve safety on Autoroute 50, beginning this summer. The announcement was made on Friday, July 5 after a series of serious and fatal collisions on the 87-kilometre highway between Gatineau and Mirabel. Most of the highway is two lanes with occasional passing lanes. Speed and illegal passing have been a recurring problem along the highway.

"With the measures announced today, we wish to respond concretely and quickly to the population's expectations in terms of road safety on Autoroute 50," Québec Minister of Transportation Geneviève Guilbault said.

Over the coming weeks, with the collaboration of the Sûreté du Québec, police surveillance will be increased on the highway, particularly in the most accident-prone areas. An awareness campaign will also be deployed by the Société de l'assurance automobile du Québec (SAAQ), in the Laurentides and Outaouais

regions, to encourage users to adopt prudent driving behaviours by respecting posted speed limits, avoiding taking risks, and stopping in case of fatigue while driving. In addition, mobile photo radars could be installed by the end of the year along the Autoroute 50 corridor.

Argenteuil Member of the National Assembly Agnès Grondin said the measures will help improve safety on the highway until a multi-year project to fully divide the route is completed.

"Until the massive widening work on Highway 50 is completed, it has become imperative to act to secure travel on this essential route for Argenteuil," Grondin said.

The 87 km of mostly two-lane highway between L'Ange-Gardien and Mirabel is being analyzed in order to determine the sites where it will be possible to install a median safety barrier to separate the lanes and assess whether the addition of lighting is required. The first work should begin in the fall of 2025.

- Press release



Looking east on Autoroute 50 from chemin Kilmari in Grenville-sur-la-Rouge. PHOTO: JAMES MORROW

The advertisement is split into two main sections. The left section is for IGS Hawkesbury internet service, featuring a logo with a stylized tower and the text 'IGS HAWKESBURY'. Below the logo is a blue banner that says 'UPGRADE YOUR INTERNET TODAY!'. A circular graphic shows '200/50 Mbps'. Text below that reads 'We've upgraded our towers. New speeds, better prices! Packages starting from \$54.99'. At the bottom of this section, it says 'IGS is locally owned and operated, providing internet service since 1995' and 'hawkins.net • 613 632-4075'. The right section features a large image of a glass jar with a lightbulb inside it. Text above the jar says 'Recycling is a power saver.' Below the jar, a QR code is shown with the text 'Recycling one glass jar can conserve enough energy to run a light bulb for four hours. Thank you for recycling! circularmaterials.ca/ON'. A small circular logo with 'RECYCLE' and 'READY' is also present.

Local Events

- Circular Materials' events team will be present at community events indicated during the discovery meetings.
- Event activation will include:
 - Tent, staff and recycling education materials.
 - Sorting activity.
 - DYK flipboard activity.
- Event activations and activities will evolve in future transition years based on metrics, feedback and learnings.



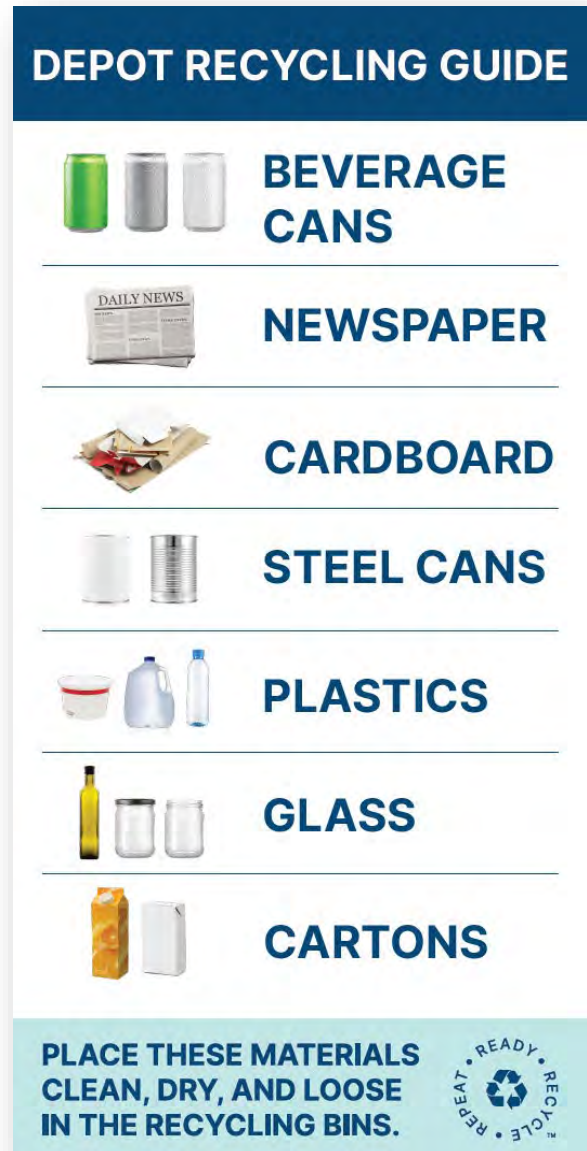
School Toolkits

- To continue in-school programming, we have developed school toolkits that will be taught by educators and delivered as blend of physical kits mailed to schools supplemented by downloads to maximize accessibility.
- Toolkits will include:
 - Welcome letter and how-to guide to the school/teacher.
 - Activities: sort it out, keeping it in the loop, digital trivia.
 - Worksheet activities (word search, colouring pages, etc.).
 - Large format activities and posters for classrooms.
 - USB drive with vignette videos and digital downloads.
- Toolkits will be delivered to all public and Catholic elementary schools within communities that had school programming in place prior to transition.










Depot P&E


- Depot information (hours, location, etc.) will be housed alongside community-specific information on our evolved website.
- Current depot signage can be maintained during transition unless it requires repair or has outdated information.
- Working with the CIF Depot Subcommittee on specific needs for depots.



DEPOT RECYCLING GUIDE

-  **BEVERAGE CANS**
-  **NEWSPAPER**
-  **CARDBOARD**
-  **STEEL CANS**
-  **PLASTICS**
-  **GLASS**
-  **CARTONS**

PLACE THESE MATERIALS CLEAN, DRY, AND LOOSE IN THE RECYCLING BINS.



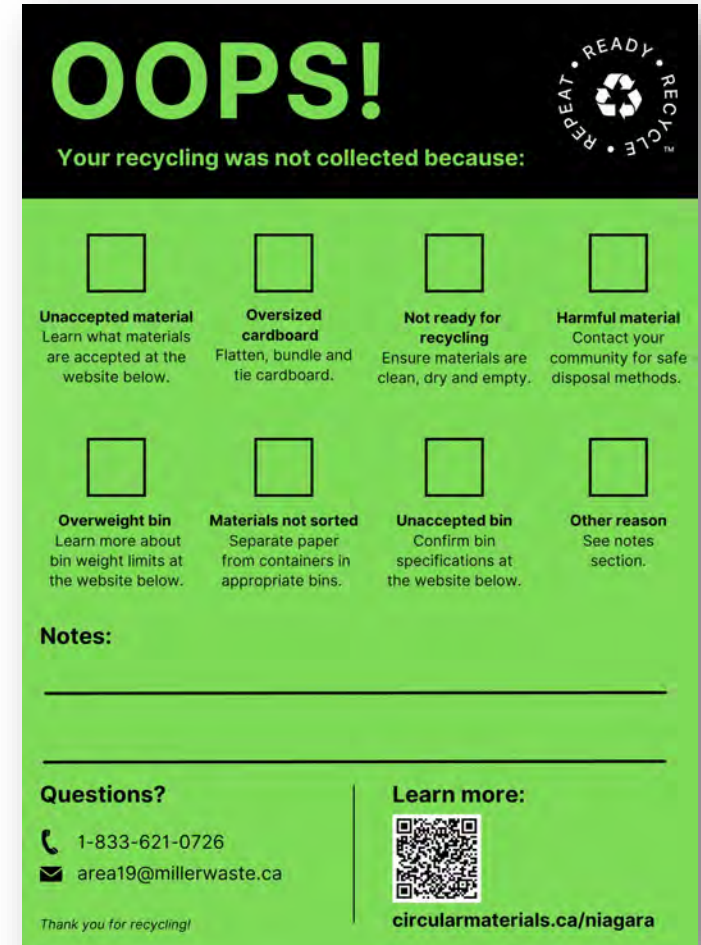
Multi-Family P&E

- We are developing and deploying assets and campaigns targeting multi-family units with recycling information specific to them.
- Using audit data to determine current contamination levels and how to address them.



Oops Sticker Pilot

- Currently piloting recycling-specific oops stickers in select opt-out communities.
- Pilot will gather insights and learnings as we prepare to distribute oops stickers province-wide in 2026.
- Stickers will have the same categories along top (minor differences for single vs dual stream), and bottom is customized to the community or region.
- Contractor reports provide information on challenge areas that we can use to tailor P&E.



Measuring Impact

Continuous improvement to test and improve P&E effectiveness



Research

Through focus groups, measure year over year P&E ad recall, awareness and perceptions.



Audits

Localized audit data is compared to determine whether P&E influenced problematic behaviour.



Resident Call Centre

Themes and trends of questions & complaints are addressed by targeted communications and P&E and measured by reduction of inquiries.



Event Activations

Measure interactions, impressions and qualitative feedback related to booth and activities.



Media Buy Analytics

Based on channel, we measure reach, impressions, click through rate, etc. to determine impact of P&E.



School Toolkits

Educators provide feedback; digital trivia provides intel on what recycling topics P&E should focus on.



Digital Metrics

Website, social channels, video views, downloads, etc. are measured to determine what content is most impactful.

Customer Service

Resident Inquiries to be Directed to Contactor



- As of your transition date, please direct any resident inquiries to your contractor's customer relations email and phone number. Contractor contact info will be posted on the respective residential webpage.
- Understand this process may be different than current practice and will take some time for residents to learn the new contact.
- If you receive an issue/complaint that requires escalation to Circular Materials, please direct to: customerservice@circularmaterials.ca or 1-877-667-2626.

Leading Up To Your Transition Date

Launch Toolkit

- A toolkit with materials and resources around Ontario's' transition will be sent prior to your transition date and include:
 - Overview of the transition.
 - News announcement.
 - Transition key messages & Q&A.
 - Contractor customer service information.
 - Contact info and links to where to go for more information (new website).
 - Pre-written social media posts with corresponding photos and hashtags.
 - Login for the P&E resource portal to access education and creative assets.
- We encourage you to share elements of the toolkits with your city council to address inquiries.
- We are open to collaborating on a joint communications or other launch initiatives within your community.

Upcoming Engagement Session

- Circular Materials, in partnership with Waste to Resource Ontario (W2RO), invite you to a second session to continue the conversation on the blue box transition and seek feedback from municipalities as we develop plans to support the completion of transition to extended producer responsibility by the end of 2025.
- During this session we will discuss:
 - the transition status to date.
 - public space plans.
 - depot rationalization.
 - promotion and education.
- If you are interested in attending, please register using the link below:

Thursday, September 26, 2024

10 - 12 p.m. ET

Fairmont Royal York

100 Front St W, Toronto

[Register here](#)



Next Steps



Next Steps

Timing	Community Action
Now	<ul style="list-style-type: none"> ✓ If applicable, sign and return P&E agreement for guides/calendars and apps. ✓ If applicable, provide access and send embed codes for waste apps.
At least eight weeks prior to transition date	<ul style="list-style-type: none"> ✓ Transition launch toolkits will be sent. ✓ Review P&E resources portal on the Circular Materials website and download assets for use in your communication channels.
Transition date	<ul style="list-style-type: none"> ✓ Update recycling webpage to redirect to Circular Materials' community-specific webpage. ✓ Begin directing residents to contractor for customer service inquiries.



Questions?



circularmaterials.ca

info@circularmaterials.ca



circularmaterials.ca

info@circularmaterials.ca



**TOWNSHIP OF EDWARDSBURGH CARDINAL
INFORMATION ITEM**

Committee: Committee of the Whole – Administration & Operations

Date: October 15, 2024

Department: Public Works

Topic: Jochem Road Traffic Study Results

Background: At the June 10 meeting Committee heard a delegation proposing a reduced speed on Jochem Road from 80km/h to 40 km/h. The request related to safety concerns of children playing in the area, general speeding and higher percentage of truck traffic.

Staff contacted Greer Galloway to conduct a traffic study evaluation of the road section. The report summary is attached.

Staff will update and incorporate the recommendations into the 5-year capital forecast.

A handwritten signature in cursive script, appearing to read 'D. Scott', is written above a horizontal line.

Director of Operations



G R E E R
G A L L O W A Y
C O N S U L T I N G
E N G I N E E R S

640 Cataraqui Woods Drive
Unit 2A
Kingston, Ontario
K7P 2Y5

Telephone
(613) 536 - 5420

Facsimile
(613) 548 - 3793

E-mail
Kingston@greergalloway.com



October 9, 2024

RE: Jochem Road Traffic Study

Client Name: Township of Edwardsburgh Cardinal

Address: 18 Centre St, PO Box 129
Spencerville, Ontario
K0E 1X0

Attention: Chris Leblanc

Dear Mr. Leblanc

The purpose of this letter is to provide a summary of the traffic study completed by Greer Galloway on Jochem Road. In this letter, we will outline the findings of the study including traffic counts, percentage of heavy truck traffic, average vehicle speed, and existing roadway characteristics. We will also provide recommendations on any necessary improvements to the roadway.

Background

Jochem Road is a rural, local 2.1 km long road located in the Township of Edwardsburgh Cardinal. It primarily functions as access to residences along the roadway but also facilitates some through traffic from County Road 44 to Smith Road. The section of Jochem Road west of Smith Road is a dead end and only services four (4) residences. For the purpose of this report, we will only be considering the section of Jochem Road between Smith Road and County Road 44.

The existing driving surface is surface treatment. The road is not posted, and therefore has a speed limit of 80 km/h. The roadside environment is relatively flat and consists of wooded areas mixed with residential properties. There is generally ditching throughout the roadway.

There are no significant vertical or horizontal curves on the main section of Jochem Road that would impact sightlines to extent that stopping sight distance would be a concern.

Traffic Counting Data

Greer Galloway collected traffic count data over a one-week period on Jochem Road. Data was collected near the intersection of Jochem Road and County Road 44 over a one-week period from July 2nd-8th, 2024. The average traffic volume was 269 vehicles per day, with a high of 388 vehicles on Thursday July 4th. Peak hourly volumes were generally observed at midday.

The vehicular traffic was largely comprised of passenger vehicles, which were between 40-60% of the total traffic. There were specific days within this timeframe where heavy truck traffic made up a significant portion of the volume. Specifically, Thursday July 4th and Friday July 5th both had higher than 30% of the volume consist of heavy trucks. This is likely due to haul routes from the adjacent quarry on Smith Road.



With regards to vehicular speed, the average speed was typically between 60-70 km/h during the study period. There were some infrequent instances where the data collector recorded speeds exceeding 100 km/h.

Surface and Platform Width

The existing driving surface varies in width with the average being approximately 6.1 m. The existing shoulder is also generally very narrow, with an average width of approximately 0.5 m.

As part of this review, Greer Galloway compared the existing surface and platform widths for compliance with the TAC Geometric Design Guide for Canadian Roads (2017). The determination of required lane width is affected by design speed, traffic volume and the number and type of heavy vehicles on the roadway. The following represents the TAC guidelines for lane width on roads with AADT's as low as Jochem Road:

Table 4.2.1: Through Lane Widths – Rural Roadways (Design Hour Directional Volume <=450)

Design Speed (km/h)	Design Domain			
	Practical Lower Limit	Recommended Range		Practical Upper Limit
		Recommended Lower Limit	Recommended Upper Limit	
60 and less	2.7m	3.0m	3.7m	4.0m
70 to 100	3.3m	3.5m	3.7m	4.0m
110 and higher	3.5m	3.5m	3.7m	4.0m

1. Where buses and larger trucks are expected to regularly use a lane, a minimum lane width of 3.3m is recommended regardless of the design speed or traffic volume.

Figure 1 – Recommended Lane Widths from TAC Manual

Due to the presence of larger trucks, the minimum lane width on Jochem Road should be 3.3 m. Based on the current posted speed and collected traffic data, the range for lane width should be between 3.3 m and 3.7 m.



With regards to shoulder width, this should generally be 1.0 m for local roads. Please see Table 4.4.1 from the TAC manual below:

For undivided rural roadways, the design domain for shoulder widths is outlined in quantitative form the following table.

Table 4.4.1: Shoulder Widths for Undivided Rural Roads (m)¹⁵

Design Speed (km/h)	Designation and Design Hour Directional Volume					
	Rural	Collector			Arterial	
	Local	Design Hour Directional Volume			Design Hour Directional Volume	
		<250	250-450	>450	<450	>450
60	1.0	1.5	2.0	2.5		
70	1.0	1.5	2.0	2.5		
80	1.0	2.0	2.5	2.5	2.5	3.0
90	1.0	2.0	2.5	2.5	2.5	3.0
100	1.0	2.5	2.5	3.0	2.5	3.0
110					2.5	3.0
120					3.0	3.0
130					3.0	3.0

Figure 2 – Recommended Shoulder Widths from TAC Manual

It is the understanding of Greer Galloway that many municipalities have historically had success with shoulders of 0.5 m on low AADT roadways in areas where the pedestrian traffic volume is relatively low. However, 1.0 m shoulders should likely be utilized in areas where both heavy truck traffic and pedestrian traffic exist.

Recommendations

This study found that Jochem Road is a low volume roadway that can experience a significant amount of heavy truck traffic. This can have impacts on the longevity of the roads surface as well as the experience of pedestrians and other drivers utilizing the road ROW. Additionally, the road is currently unposted, but the average vehicle speed is similar to what would be expected in a 60 km/h zone.

With respect to longevity of the surface, it is recommended that the surface treatment be monitored for deterioration prior to the end of its design service life. If this is observed, the road could be reconstructed with hot mix asphalt to provide increased resistance to the significant loading from heavy vehicle traffic. This roadway has a low enough AADT that it is just on the threshold where surface treatment would be recommended. However, surface treatment has a tendency to degrade quickly when exposed to heavy truck or agricultural traffic. Accordingly, this roadway may be a good candidate for hot mix asphalt in the future.

With regards to roadside safety and pedestrian safety, the high volume of truck traffic in conjunction with the constrained limits of the road platform presents some concerns. It is recommended that the Township consider an expanded road platform with wider lanes and shoulders during future reconstruction. The Township should aim to achieve a 3.3 m lane width and, if budget and space permit, a 1.0 m shoulder. This would further help to mitigate conflicts between pedestrians and the heavy truck traffic that can traverse this roadway.



Please contact the undersigned should you have any questions or concerns.

Sincerely,

**GREER GALLOWAY
CONSULTING ENGINEERS**

Rob Asselstine, C.Tech, RCCA
Civil Engineering Technologist
rasselstine@greergalloway.com

**GREER GALLOWAY
CONSULTING ENGINEERS**

Kevin Hawley, P.Eng
Branch Manager
khawley@greergalloway.com

Daily Summaries

Classes	Motor Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axle Double	5 Axle Double	>6 Axle Double	<6 Axle Multi	6 Axle Multi	>6 Axle Multi
Tuesday 7/2/2024	Vehicles: 133 % Strikes Used A: 98.0 B: 94.4 Average Axles per Vehicle: 2.08 Average 2-Axle Wheelbase: 3.01 m Peak Hour, 12:00 AM - 12:00 PM - - - Peak Hour, 12:00 PM - 12:00 AM 2:30 PM Volume: 24 Factor: 0.67												
k/h	Average: 70.0 Percentiles 10%: 84.2 15%: 88.1 50%: 113.2 85%: 136.2 90%: 139.3												
Class (%)	0.0	60.2	26.3	0.0	10.5	1.5	0.8	0.8	0.0	0.0	0.0	0.0	0.0
Wednesday 7/3/2024	Vehicles: 238 % Strikes Used A: 99.2 B: 91.9 Average Axles per Vehicle: 2.06 Average 2-Axle Wheelbase: 3.09 m Peak Hour, 12:00 AM - 12:00 PM 8:45 AM Volume: 23 Factor: 0.82 Peak Hour, 12:00 PM - 12:00 AM 4:30 PM Volume: 33 Factor: 0.83												
k/h	Average: 68.3 Percentiles 10%: 84.4 15%: 90.1 50%: 109.0 85%: 131.1 90%: 138.6												
Class (%)	0.0	58.8	23.9	0.0	14.3	0.0	0.0	2.9	0.0	0.0	0.0	0.0	0.0
Thursday 7/4/2024	Vehicles: 388 % Strikes Used A: 95.0 B: 85.0 Average Axles per Vehicle: 2.52 Average 2-Axle Wheelbase: 3.14 m Peak Hour, 12:00 AM - 12:00 PM 8:30 AM Volume: 37 Factor: 0.84 Peak Hour, 12:00 PM - 12:00 AM 12:30 PM Volume: 40 Factor: 0.77												
k/h	Average: 65.1 Percentiles 10%: 77.4 15%: 81.8 50%: 104.1 85%: 126.4 90%: 133.4												
Class (%)	1.8	42.5	16.8	0.5	10.1	14.9	12.4	1.0	0.0	0.0	0.0	0.0	0.0
Friday 7/5/2024	Vehicles: 377 % Strikes Used A: 95.6 B: 86.7 Average Axles per Vehicle: 2.44 Average 2-Axle Wheelbase: 3.06 m Peak Hour, 12:00 AM - 12:00 PM 11:00 AM Volume: 39 Factor: 0.89 Peak Hour, 12:00 PM - 12:00 AM 12:15 PM Volume: 42 Factor: 0.62												
k/h	Average: 62.3 Percentiles 10%: 71.0 15%: 74.1 50%: 99.5 85%: 124.3 90%: 132.1												
Class (%)	2.4	45.9	21.2	0.0	8.0	11.9	8.8	1.1	0.0	0.8	0.0	0.0	0.0
Saturday 7/6/2024	Vehicles: 163 % Strikes Used A: 96.5 B: 91.6 Average Axles per Vehicle: 2.01 Average 2-Axle Wheelbase: 3.03 m Peak Hour, 12:00 AM - 12:00 PM 10:00 AM Volume: 15 Factor: 0.75 Peak Hour, 12:00 PM - 12:00 AM 12:15 PM Volume: 17 Factor: 0.61												
k/h	Average: 70.2 Percentiles 10%: 87.3 15%: 91.4 50%: 108.0 85%: 134.4 90%: 138.3												
Class (%)	0.0	62.0	26.4	0.0	11.0	0.0	0.0	0.6	0.0	0.0	0.0	0.0	0.0
Sunday 7/7/2024	Vehicles: 178 % Strikes Used A: 97.4 B: 91.0 Average Axles per Vehicle: 2.10 Average 2-Axle Wheelbase: 3.05 m Peak Hour, 12:00 AM - 12:00 PM 10:00 AM Volume: 15 Factor: 0.47 Peak Hour, 12:00 PM - 12:00 AM 12:30 PM Volume: 22 Factor: 0.92												
k/h	Average: 69.0 Percentiles 10%: 84.2 15%: 88.6 50%: 107.7 85%: 136.5 90%: 141.9												
Class (%)	0.0	61.8	25.3	0.0	10.7	0.0	0.0	1.1	1.1	0.0	0.0	0.0	0.0
Monday 7/8/2024	Vehicles: 186 % Strikes Used A: 96.1 B: 86.6 Average Axles per Vehicle: 2.62 Average 2-Axle Wheelbase: 3.05 m Peak Hour, 12:00 AM - 12:00 PM 9:45 AM Volume: 36 Factor: 0.69 Peak Hour, 12:00 PM - 12:00 AM 12:00 PM Volume: 19 Factor: 0.68												
k/h	Average: 62.4 Percentiles 10%: 74.3 15%: 78.0 50%: 97.1 85%: 124.1 90%: 129.5												
Class (%)	1.6	32.8	16.1	1.1	10.2	18.3	18.3	1.6	0.0	0.0	0.0	0.0	0.0