

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1990



Telephone (613) 269-4791
Facsimile (613) 269-3096

VILLAGE OF MERRICKVILLE-WOLFORD

**Agenda for Council
Council Chambers**

Council Meeting 7:00 p.m.

Monday, February 11, 2019

1. **Call to Order**
2. **Disclosure of Pecuniary Interest and the general nature thereof**
3. **Approval of the Agenda**
4. **Presentation:** Allen Wu and Marvin Wu of Fulford Preparatory College
5. **Delegations:** 1. Helen Steenburg of Theatre Night in Merrickville
6. **Minutes:** Approval of the Minutes of the regular meeting of January 30, 2019
7. **Public Question Period to Council**
8. **Correspondence:** Letter from Steve Clark re: Joint and Several Liability dated January 31, 2019
9. **Finance Dept:** FIN-07-2019 re: 2018 Fees Waived
FIN-08-2019 re: Council Request for Financial Information;
FIN-09-2019 and By-law 10-2019 re: Taxation Policy Amendment; and
FIN-10-2019 re: 2019 Budget Schedule
10. **Clerk's Dept.:** DEPC-04-2019 and By-law 09-2019 re: Integrity Commissioner
11. **Unfinished Business:** Resolution re: Christmas in Merrickville request to waive rental fees
12. **Public Question Period to Council**
13. **Next meeting of Council:** February 25, 2019 at 7:00 p.m.
14. **Confirming By-Law:** 08-2019 re: Confirm Proceedings of Council meeting of February 11, 2019
15. **Adjournment.**

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the regular Council meeting of February 11, 2019 as:

___ circulated.

___ amended.

Carried / Defeated

J. Douglas Struthers, Mayor

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Helen Steenburg of Theatre Night in Merrickville (TNIM); and

That Council does hereby direct staff to revise the lease agreement that was authorized through By-law 23-16 to include the use of the Eastons Corners Centennial Hall and the fee agreement; and

That Council does hereby direct staff to remove the reference to TNIM in the fee schedule, By-law 19-12.

Carried / Defeated

J. Douglas Struthers, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 23 – 16

BEING a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Municipality" **AND** Theatre Night in Merrickville hereinafter called "TNIM"

WHEREAS section 9(3) of the New Municipal Act, 2001, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to enter into an agreement with TNIM in order to provide space to TNIM at the Merrickville Memorial Community Centre


AND WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford and TNIM have negotiated an agreement

NOW THEREFOR the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

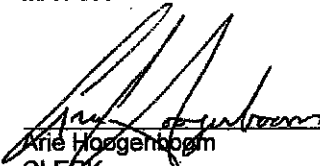
- 1) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the agreement – attached as Schedule 'A' – with TNIM.

READ a first and second time this 12th day of September, 2016

READ a third and final time and passed this 12th day of September, 2016



David Nash
MAYOR



Arie Hogenboom
CLERK

Schedule "A"

By-Law 23 - 16

Lease agreement

This lease agreement made in duplicate this 12th day of September 2016 between:

The Corporation of the Village of Merrickville-Wolford Herein called the "Landlord"
Of the First Part

And

Theatre Night in Merrickville (TNIM) hereinafter called the "Tenant"
Of the Second Part

WHEREAS the Landlord does own the Merrickville Memorial Community Centre (hereinafter the "Centre"), situated at 106 Read Street

AND WHEREAS the Landlord does wish enter into a 10-year lease-agreement with TNIM for the non-exclusive second floor space and for the exclusive use of a proposed sound booth space

AND WHEREAS the TNIM does wish to enter into such a lease-agreement with the Landlord

NOW THEREFOR the party of the First Part and the party of the Second Part mutually covenant and agree to the description, covenants, terms and conditions as follows:

1. The Landlord shall:

- a) Provide one space in the form of the 2nd floor of the Centre. Said area is not for the exclusive use of the Tenant. This space will include new storage space, as per designs presented to council, which will be for the exclusive use of the Tenant.
- b) Provide one space in the form of a new sound booth in the Main Hall of the Centre. Said booth is for the exclusive use of the Tenant.
- c) Install the lock to the two spaces, and provide two keys for each space to the Tenant.
- d) Keep the building and premises in a good state of repair, sufficiently maintained including garbage, grass cutting, and snow removal from the parking area.

- e) Provide for cleaning (except sound booth), heating, electricity and air conditioning.
- f) Allow the furniture currently in the leased 2nd floor meeting room to remain, or to remove or allow it to be removed at the request of TNIM and subject to the ownership of the furniture by any other group.
- g) Permit the Tenant to supply any furniture, appliances and/or equipment needed for its purposes, and agree that the Tenant shall retain ownership of any such items.
- h) Provide its own general insurance of the building, including the lease area for any person permitted to use the area who is not a member of TNIM or actively engaged in a TNIM approved activity.
- i) Not assume or provide any responsibility whatsoever for accidents, thefts, or any form of liability either corporately or severally during TNIM activities. The Landlord will assume its normal responsibility for accidents, thefts or any form of liability either corporately or severally when the space is used for non TNIM activities.

2. The Tenant shall:

- a) By this agreement acknowledge that any and all previous agreements for the 2nd floor space inside the Centre either written or verbal are, from the date of this agreement, null and void.
- b) If successful in seeking an Ontario 150 Community Capital Grant, proceed with renovation of the leased spaces, including the construction of a 'sound booth' as presented to the Landlord at a special meeting of Council on August 8 2016
- c) Obtain any permits required with respect to the proposed renovations.
- d) Acknowledge that: the premises are granted in an "as is" condition; and, the Tenant was given an opportunity to inspect the lease area, and hereby acknowledges that it is suitable for its purpose.
- e) Maintain the leased premises in an orderly fashion, and will indemnify and hold harmless the Landlord for any losses of TNIM property kept in the leased spaces.

- f) Use the leased spaces for TNIM purposes only and for no other purpose without the prior consent of the Landlord.
- g) Supply any furniture, appliances and/or equipment needed for its purposes, and shall retain ownership of any such equipment.
- h) Obtain approval from the Landlord before any major alterations to the premises following completion of the renovations undertaken as part of the Ontario 150 Community Capital grant shall occur.
- i) Permit the Landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.
- j) Not hinder other renters making use of the Centre or other adjacent facilities.
- k) Publicly acknowledge in their programme that the Landlord is a supporter of TNIM.
- l) Be liable for and save harmless the Landlord from and against all claims, demands, causes of action, losses, damages expenses and costs whatsoever, for any injury, loss or damage to any person or property arising out of or resulting directly or indirectly from the use of the leased area for any TNIM or TNIM approved activity.
- m) Provide and maintain its own contents insurance and liability insurance at its expense.

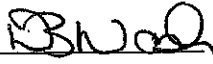
3. Both parties further agreed that:

- a) This agreement shall run for a term of 10 years, commencing January 1, 2017 and ending on December 31, 2027.
- b) This agreement shall automatically be renewed from year to year following 2027 with the same terms and conditions unless and until either party gives the other forty-five (45) days notice in writing to terminated or renegotiate this agreement.
- c) The Tenant shall pay one dollar (\$1.00 per year) for each year of the lease, receipt by the Landlord is hereby acknowledged. To be reconsidered by both parties upon the

next lease agreement renewal. This amount is in acknowledgment of both the value that TNIM provides to the community of Merrickville-Wolford, and to the significant contribution TNIM is making to upgrading the rental spaces.

- d) The parties to this agreement shall not assign or sublet the whole or any part of the leased space (excluding sound booth) without the consent of the other party, such consent not to be unreasonably refused. The Tenant shall permit the use of the space (excluding sound booth) by any public group at a time that does not conflict with their scheduled use, and the Landlord shall confirm a schedule of alternate use with the Tenant before allowing others to use the space (excluding sound booth).
- e) Subject to negotiations regarding specific terms, the Tenant may lease or allow the use of the sound booth with the supervision of a lighting/sound technician authorized by the Tenant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE FOR TENANCY, SIGNED, SEALED AND DELIVERED THIS 12 DAY OF September 2016


Mayor


TNIM President


CAO/Clerk


TNIM Director

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required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby
approve the Minutes of the regular Council meeting of January 30, 2019 as:

_____circulated.

_____amended.

Carried / Defeated

J. Douglas Struthers, Mayor

**The Corporation of the
Village of Merrickville-Wolford**

Wednesday, January 30, 2019

A regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 5:30 p.m. on Wednesday, January 30, 2019.

Chaired by: Mayor J. Douglas Struthers
Members of Council: Deputy Mayor Michael Cameron
Councillor Bob Foster
Councillor Don Halpenny
Councillor Timothy Molloy

Staff in Attendance: Doug Robertson, CAO/Clerk
Christina Conklin, Deputy Clerk
Kirsten Rahm, Treasurer

Disclosure of Pecuniary Interest and the general nature thereof: None

Approval of Agenda

R-033-19 Moved by Councillor Halpenny, Seconded by Councillor Molloy
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the regular Council meeting of January 30, 2019, as amended.

Carried

Note: The agenda was amended to include correspondence from R. Giles regarding Merrickville Estates dated January 14, 2019.

In Camera:

R-034-19 Moved by Councillor Foster, Seconded by Councillor Molloy
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford moves to "In Camera" at 5:35 p.m. in order to address a matter pertaining to:

1. Personal matters about an identifiable individual, including municipal or local board employees.

Carried

R-035-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: the "In Camera" session rise and report, with staff being given direction, at 6:29 p.m. and the regular Council session resume at 7:00 p.m.

Carried

Note: Additional staff in attendance now include Jerry Jopling, By-law Enforcement Officer and Brad Cole, Acting Public Works Manager.

Delegations:

R-036-19 Moved by Councillor Molloy, Seconded by Councillor Foster

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Ron and Robyn Eagle regarding Eagleview Barn and their request to open up a portion of the unmaintained road allowances known as Alice Street and St. John Street; and

That Council does hereby direct staff to provide a report with respect to the requirements to bring the roads up to an acceptable engineering standard.

Carried

R-037-19 Moved by Councillor Molloy, Seconded by Councillor Halpenny

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Hunter McGill on behalf of the Friends of the Rideau; and

That Council does hereby exempt the Friends of the Rideau from payment of water and sewage charges incurred at The Depot Visitor Centre from 2019 to 2022.

Carried

Public Question Period: No questions.

Appointments:

R-038-19 Moved by Councillor Halpenny, Seconded by Councillor Foster

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following individuals to the Merrickville Public Library Board for the term from 2019 to 2022:

1. Victor Suthren;
2. Brian Reid;
3. Carole Roberts; and
4. John Harris.

Carried

R-039-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following individual to the Merrickville-Wolford Police Services Board for the term of 2019 to 2022:

1. Dell Bower.

Carried

R-040-19 Moved by Councillor Foster, Seconded by Deputy Mayor Cameron

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint Don Halpenny as the Municipal Representative to the Rideau Valley Conservation Authority Board of Directors.

Carried

Minutes:

R-041-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the Minutes of the special Council meeting of January 7, 2019, as circulated.

Carried

R-042-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Halpenny
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the regular Council meeting of January 14, 2019, as circulated.

Carried

Correspondence:

R-043-19 Moved by Councillor Foster, Seconded by Councillor Molloy
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the 2018 Year-End Assessment Report from the Municipal Property Assessment Corporation under cover of correspondence dated December 14, 2018, for information purposes.

Carried

R-044-19 Moved by Councillor Molloy, Seconded by Deputy Mayor Cameron
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the correspondence of Robbie Giles regarding Merrickville Estates dated January 14, 2019; and

That Council does hereby direct staff to respond to Mr. Giles' inquiries.

Carried

By-law Enforcement:

R-045-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Halpenny
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report BLEO-01-2019, being the 2018 fourth quarter report of the By-law Enforcement Department, for information purposes.

Carried

Building and Planning:

R-046-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive Resolution No. R-01-19 of the Planning Advisory Committee; and

That Council does hereby recommend approval of severance application B-129-18 to the Consent Granting Authority.

Carried

R-047-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive Resolution No. R-02-19 of the Planning Advisory Committee; and

That Council does hereby recommend approval of severance application B-130-18 to the Consent Granting Authority.

Carried

R-048-19 Moved by Councillor Halpenny, Seconded by Councillor Molloy
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive Resolution No. R-03-19 of the Planning Advisory Committee; and

That Council does hereby extend the term of the existing Planning Advisory Committee for an appropriate period of time to allow for the completion of the new Official Plan; and

That Council does hereby extend the term of the existing Planning Advisory Committee for an appropriate period of time to allow for the completion of the new Zoning By-law.

Carried

R-049-19 Moved by Councillor Foster, Seconded by Councillor Halpenny
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report CBO-02-2019 regarding the request of the Developer of Merrickville Estates as presented to Council at the meeting of January 14, 2019; and

That Council does hereby direct staff to maintain status quo with respect to the snow clearing services of Phase 3 of Merrickville Estates and the paving or surface treatment of HF McLean Road.

Carried

Fire:

R-050-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-01-2019, being the 2018 fourth quarter report of the Merrickville Fire Department, for information purposes.

Carried

Public Works:

R-051-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Halpenny
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report PW-01-2019, being the 2018 fourth quarter report of the Public Works Department, for information purposes.

Carried

Finance:

R-052-19 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-05-2019 regarding the 2019 Water and Wastewater Rates.

Carried

R-053-19 Moved by Councillor Foster, Seconded by Councillor Molloy

Be it hereby resolved that: By-law 07-2019, being a by-law to amend By-law 24-03, be read a first and second time, and that By-law 07-2019 be read a third and final time and passed.

Carried.

R-054-19 Moved by Councillor Cameron, Seconded by Councillor Foster

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-06-2019; and

That Council direct staff to charge the Merrickville Community Centre fee to Christmas in Merrickville.

Deferred

Public Question Period to Council

J. Spencer inquired as to how much of the landfill revenue was generated through garbage tags.

J. Spencer inquired as to how much of the utility bill base rate was being put toward paying down the debenture for the construction of the water and wastewater plant.

J. Spencer commented that although the Village must be frugal, it would be unfortunate to see any community spirit lost.

R. Giles inquired as to whether Council will have a discussion about the specific issues raised in his letter.

D. Bower inquired as to whether the utility fees were being waived at the Lockmaster's House and Blockhouse.

C. Willemsen inquired as to what other organizations Council has waived the water and sewage fees for.

Confirming By-Law

R-055-19 Moved by Councillor Halpenny, Seconded by Councillor Molloy

Be it hereby resolved that: By-law 06-2019, being a by-law to confirm the proceedings of the Council meeting of January 30, 2019, be read a first and second time, and that By-law 06-2019 be read a third and final time and passed.

Carried.

Adjournment

R-056-19 Moved by Councillor Foster, Seconded by Councillor Molloy

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:20 p.m. until the next regular meeting of Council on Monday, February 11, 2019 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from Steve Clark, the Minister of Municipal Affairs and Housing dated January 31, 2019, for information purposes.

Carried / Defeated

J. Douglas Struthers, Mayor

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-6500

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-6500



Ontario

January 31, 2019

Dear Head of Council:

On Monday at the ROMA conference, Premier Doug Ford announced the Ministry of Municipal Affairs and Housing and the Ministry of the Attorney General intend to launch a consultation on the long-standing issues surrounding joint and several liability.

We have listened to our municipal partners across the province and have heard the concerns about insurance costs and a "liability chill" affecting the delivery of everyday public services.

We want to gather the facts, so we are going to consult with you. We'll need to look at the evidence and develop solutions that make sense for the people and ensure that vulnerable, injured Ontarians are compensated fairly. This will be an honest conversation, and our decisions must be based on hard facts and evidence.

Minister Mulroney and I look forward to these important discussions. Details related to the consultation process and timing will be shared in the near future.

Sincerely,

A handwritten signature in black ink that reads "Steve Clark". The signature is written in a cursive style with a large, prominent "S" and "C".

Steve Clark
Minister

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Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-07-2019, for information purposes; and

That Council direct staff to report back providing a draft policy to create consistency related to the waiving of rental fees and the approval of grants.

Carried / Defeated

J. Douglas Struthers, Mayor



Village of Merrickville - Wolford

Report FIN-07-2019
Finance Department
Information Report to Council

RE: 2018 Fees Waived

OBJECTIVE: To provide Council with information about the grant dollars, in-kind contributions and rental fee waivers that were provided by Council in 2018.

RECOMMENDATION:

_____ **THAT: Council receive report FIN-07-2019 for information purposes;**

_____ **THAT: Council direct staff to report back providing a draft policy to create consistency related to the waiving of rental fees and the approval of grants.**

BACKGROUND:

On January 30th, 2019, a report was presented to Council on the following:

- A request from Christmas in Merrickville to waive the fees for 2019 and into perpetuity, and to automatically reserve the Merrickville Community Centre for Christmas in Merrickville on the first Saturday of December into perpetuity.

At this time, Council requested more information on other rental fees that were waived throughout 2018.

ANALYSIS:

The 2018 budget allocated \$13,650 for Community Grants. Some of the grant requests also requested in kind services, such as waiving rental fees for the Merrickville Community Centre. Additionally, there were many delegations to Council in 2018 for requests to waive rental fees and recreation fees.

While the Village of Merrickville-Wolford has a community grant policy which helps guide how grant funds will be allocated, it does not have any policy in place for the waiving of facility fees. Consistency is very important when deciding how to allocate tax payer dollars.

Staff recommend that Council consider treating the approval of fee waivers like a grant. There would be an amount in the budget for grants and in kind requests such as fee

waivers, subject to available funding. There would be one application form, and a deadline for requests which would be made public. Once all approved funding has been allocated, no more requests would be accepted. Similar to all expenditures, the amount allocated would be reviewed as a part of the normal budget process each year. This approach would allow Council to manage the associated lost revenue more transparently, introduce greater consistency and equity in decisions, and would allow Council to consider the merits of all requests at the same time in contrast to others.

Additionally, staff recommend revising the current rental fee schedule for the Merrickville Community Centre to introduce flexibility that addresses the type of usage requests being experience. There are not currently enough options available for renting the facility. The fees start at \$200 a day but nothing for a part day. Staff propose to add a half day rental fee, for rentals under 4 hours, as well as a fee for non-profit and charitable organizations.

BUDGET/LEGAL IMPLICATIONS:

Council approved fees waivers in the amount of \$12,900. This is a loss of revenue for the Village. There was \$13650 budgeted in 2018 for community grants.

LINKS TO STRATEGIC PLANS:

On January 23, 2017, the Council of the Corporation of the Village of Merrickville-Wolford passed By-Law 10-17, being a by-law to adopt the Merrickville-Wolford Strategic Plan 2017-2025.

The priorities of the strategic plan that can be linked to this report are as follows:

Ensuring efficient, effective services and civic engagement:

Fiscal sustainability is an important part of providing efficient services to ratepayers.

CONCLUSION:

Staff generally do not recommend waiving rental fees for the use of the Community Centre. Updating the current fee schedule to allow for more options is the recommendation of staff, in addition to combining the request to waive fees with requests for community grant funding.

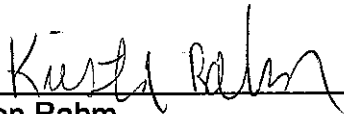
ATTACHMENTS:

Attachment A – 2018 Requests for Fee Waivers.

Attachment B - 2018 Community Grants.

Attachment C – Proposed Rental Fee Schedule

Submitted by:



Kirsten Rahm,
Manager of Finance - Treasurer

Approved by:



Doug Robertson, CAO/Clerk

2018 Waivers of Rental Fees

Event	Date	Nature of Use	Fee Waived
Run Merrickville	February 24, 2018	fundraiser	\$200
Coummunity Living North Grenville	March-19-18	senior fun day	\$200
Merrickville Heritage Classic	April-18-18	running event	\$200
Merrickville Heritage Classic	April 27-28, 2018	running event	\$200
Fulford Preparatory College	May-11-18	international day	\$200
Ride for disabled vet	May-12-18	charity ride event	\$200
Merrickville Liberation Festival	May 18 - 21, 2018	historic encampment	\$600
Merrickville Lions Club	May-26-18	volunteer fair	\$200
Macdonald Cartier academy	May-30-18	rental in case of rain	\$250
Communities in Bloom	June-23-18	garden talk	\$200
Veronda's Valley vendors	July-14-18	craftshow	\$250
Merrickville Agricultural Society	August 11-13, 2018	fair	\$1,500
Merrickville Soccer Club	September-12-18	BBQ	\$200
Tour Paramedic Ride	September-17-18	rest stop	\$200
Merrickville Scouts	September 29-30, 2018	110th anniversary event	\$1,500
Merrickville Lions Club	October-04-18	all candidate debate	\$200
St Marguerite Bourgeois	October-05-18	school event	\$200
Merrickville Jazz Festival	October 13-14, 2018	swing dance concert	\$400
Veronda's Valley vendors	October-28-18	craftshow	\$250
Parish of Merrickville	October-27-18	dinner and murder mystery	\$200
Merrickville Agricultural Society	November 24-25, 2018	craftshow	\$400
Christmas in Merrickville	November 30-December 1, 2018	xmas activities	\$400
Merrickville Public School	December-19-18	christmas lunch	\$200
Merrickville Day Nursery School	December-19-18	potluck	\$200
Merrickville Scouts	weekly from Sept to May	scouts	\$350
Community and Primary Health Care	ongoing, twice a week	senior exercise class	\$400
Merrickville soccer club (13 teams)	spring summer 2018	soccer	\$3,250
Merrickville Cooperative Playgroup	weekly from Sept - June	playgroup	\$350
Total fees waived for 2018:			\$12,900

2018 Community Grants

Community Organization	Grant money received	In Kind requests
Lions Club - Canal Fest	\$1,000	barricades; pylons; photocopies; picnic tables, chairs and tables
Jazzfest	\$750	request to waive community centre rental fees
Artist Guild	\$750	
Agricultural Society	\$4,000	request to waive community centre and grounds rental fees
Christmas in Merrickville	\$2,000	barricades; street closures; no parking signs; garbage pickup; bylaw officer; rental fee waiver
Merrickville Heritage Classic	\$500	request waiver of community center on February 24 and April 27; barricades, garbage collection; signage; street sweeping
Merrickville-Wolford in Bloom	\$3,650	
Friends of the Rideau	\$1,000	
Total granted	\$13,650	

Merrickville Community Centre rental fees:

Community Centre:

1/2 day rental (4 hours or less):	\$100
Full day rental	\$200

1/2 day or full day rental for registered non-profit and charitable organizations, and schools	\$50
--	------

Fairground rental:

Daily	\$250
Non-profit and charitable organizations, and schools, daily	\$150

Community Centre and Fairground rental:

Daily	\$750
Non-profit and charitable organizations, and schools, daily	\$500
Per weekend event	\$1,500
Non-profit and charitable organizations, and schools, daily, per weekend event	\$1,000

Additional Fees (added to above):

Rental with bar	\$50
Non-resident rate	\$50
Staff time (after hours)	\$20/hour

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-08-2019, for information purposes.

Carried / Defeated

J. Douglas Struthers, Mayor



Village of Merrickville - Wolford

Report FIN-08-2019
Finance Department
Information Report to Council

Council Request for Information for Financial Info

OBJECTIVE: To provide Council with answers to questions asked at the January 30th Council meeting.

RECOMMENDATION:

_____ THAT: Council receive report FIN-08-2019 for information purposes;

BACKGROUND:

On January 30th, 2019, staff was asked about:

- 2018 bag tag revenue
- Whether the Water and Sewer Capital Replacement Charge that is charged on the utility bills increases by 10% a year
- How much of the utility base rate pays for the sewage treatment plant loan and if it can be divided on the bill
- If the Lockmaster's house and Blockhouse museum are hooked up to the municipal water system; and if they pay for water and sewer
- What other organizations does Council waives water and sewer fees for

ANALYSIS:

In 2018, total revenue for Landfill was \$134,716, with \$86,435 coming from the sale of bag tags. Total expenses for Landfill were \$163,710.

The annual repayment for the Sewage Treatment Plan loan is \$201,255. The number of users connected to the sewer service is 381. Therefore, the cost per user is \$528.23 a year, or \$44.02 a month. This amount cannot be divided out on the utility bills, as it is not charged separately. The capital replacement charge for the Main Street Loan payments is a separate charge and is shown as RES CAPITAL on the utility bills. This amount does not increase each year.

Both the Lockmaster's house and the Blockhouse museum are connected to the water and sewer system, and they both pay for this service.

Council waives water and sewer fees for Friends of the Rideau, and for the Lions Club Campground in the winter months.

BUDGET/LEGAL IMPLICATIONS:

These items are reflected in the 2018 budget.

LINKS TO STRATEGIC PLANS:

On January 23, 2017, the Council of the Corporation of the Village of Merrickville-Wolford passed By-Law 10-17, being a by-law to adopt the Merrickville-Wolford Strategic Plan 2017-2025.

The priorities of the strategic plan that can be linked to this report are as follows:

Ensuring efficient, effective services and civic engagement:

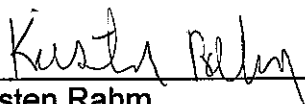
Making financial information available to Council and the public ensures transparency and is in keeping with the priority to ensure efficient and effective services are being delivered to the residents of Merrickville-Wolford.

CONCLUSION:

The information in this report is to provide answers to the questions asked during the Public Question period at the January 30th meeting of Council.

ATTACHMENTS:

Submitted by:



Kirsten Rahm,
Manager of Finance - Treasurer

Approved by:



Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-09-2019 regarding the Bill 68 Amendments to the Municipal Act regarding Tax Sale Procedures; and

That Council give favourable consideration to By-law 10-2019.

Carried / Defeated

J. Douglas Struthers, Mayor



Village of Merrickville - Wolford

Report FIN-09-2019
Finance Department
Information Report to Council

Bill 68 Municipal Act Amendments to the Tax Sale Procedure

OBJECTIVE: To amend By-Law 17-2016 to reflect changes to Part XI of the Municipal Act, 2001.

RECOMMENDATION:

_____ THAT: Council amend By-Law 17-16 to update Schedule "A" Tax Policy to reflect the changes to the Municipal Act, 2001.

BACKGROUND:

Bill 68 – Modernizing Ontario's Municipal Legislation Act, 2017, brought about changes to tax sale procedures. These changes: affect when a municipality may commence the Municipal Tax Sale Procedures; modify the authority required to enter into an Extension Agreement; and eliminate excess proceeds from tax sales.

ANALYSIS:

The Municipal Act, 2001 provides a variety of methods that may be used in the collection of unpaid taxes. Part XI of the Act, "The Sale of Land for Tax Arrears", was amended in 2017 to allow a tax arrears certificate to be registered on a property that has two years of unpaid tax arrears, down from the previous three year tax arrears requirement. The provisions of the Municipal Act regarding the one year minimum waiting time from the start of the tax sale registration procedure to an actual sale by public tender remains the same.

The tax sale procedure allows a qualified applicant to enter into an extension agreement to extend the time before a tax sale may take place. If the extension agreement is not entered into within the one year time limit, the Municipal Act does not allow a late agreement. The Bill 68 amendment to section 378(1) removes the requirement of having to pass a by-law for each proposed agreement. The Treasurer is now authorized to enter into such agreements.

The last change deals with payments out of court. At the conclusion of a successful tax sale, any excess proceeds were paid into court. Excess proceeds are the sale proceeds less the cancellation price, which is an amount equal to all tax arrears, interest,

penalties and costs incurred by the municipality. If these proceeds were not claimed within one year by interested parties, municipalities were able to apply for these funds. The new Act amends this to provide that excess proceeds will remain with the court for ten years, after which time any excess proceeds are forfeited to the Crown.

A revised Schedule "A" has been attached, with changes outlined in yellow.

BUDGET/LEGAL IMPLICATIONS:

There is no impact on the budget.

LINKS TO STRATEGIC PLANS:

On January 23, 2017, the Council of the Corporation of the Village of Merrickville-Wolford passed By-Law 10-17, being a by-law to adopt the Merrickville-Wolford Strategic Plan 2017-2025.

The priorities of the strategic plan that can be linked to this report are as follows:

Ensuring efficient, effective services and civic engagement:

Updating our policies to stay current with legislative changes is in keeping with the priority to ensure efficient and effective services are being delivered to the residents of Merrickville-Wolford.

CONCLUSION:

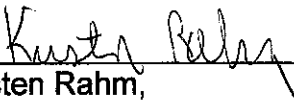
Staff recommends that Council amend By-Law 17-16 to reflect the new changes to legislation surrounding tax sale procedures.

ATTACHMENTS:


Schedule "A" – Taxation Policy

Submitted by:

Approved by:



Kirsten Rahm,
Manager of Finance - Treasurer



Doug Robertson, CAO/Clerk

Schedule "A"
By-Law 17-2016



Property Tax Billing and Collection Policy & Procedure

Adopted July 25, 2016

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VILLAGE OF MERRICKVILLE-WOLFORD

Property Tax Billing and Collection Policy & Procedure

PURPOSE

This policy is to:

- 1) Provide for legislated policy requirements, such as the various property tax rebate programs, etc.
- 2) Establish efficient and effective methods to be used for the collection of realty taxes utilizing various procedures, such as the Municipal Act.

Consistency in the application of these procedures is critical to:

- Reduce tax arrears,
- Ensure conformance with provincial legislation,
- Ensure that all property owners are dealt with in a consistent and fair manner, and
- Ensure openness and transparency relating to the manner, policies, and procedures through which the Municipality bills and collects property taxes.

ACRONYMS, ABBREVIATIONS, DEFINITIONS

Village – means The Village of Merrickville-Wolford

MA – Municipal Act

MPAC – means the Municipal Property Assessment Corporation

OPTA – means the On-Line Property Tax Assistance program which is used to assist municipalities in calculating the capping of the various properties that fall within the capping legislation. The Province has engaged the services of a company under the name of Reamind to provide that service to Municipalities.

ARB - means the Assessment Review Board

MOS – means Minutes of Settlement

RFR – means Request for Reconsideration

PRAN – means Post Roll Assessment Notice

ANA – means Assessment Notice Amendment

PROCEDURES:

Section A – BILLING & PAYMENTS

A.1 Billings

Interim

As provided in the Municipal Act each property owner, identified on the returned assessment roll, shall be mailed an interim tax bill. The interim bill shall represent up to fifty percent (50%) of the previous year's taxes billed and be payable in one instalment. This interim bill shall be mailed at the beginning of February. The due date will be February 28th, or the first business day prior to these dates should they fall on a weekend/holiday.

Participants in the monthly preauthorized payment program will have received a notice in the preceding December advising of what their monthly payment withdrawal from their bank account will be. Therefore, interim tax bills will not be mailed to participants in the monthly preauthorized payment program.

Final

After completion of the annual budgetary process, and the setting of tax ratios and rates, a final bill shall be mailed to each property owner identified on the returned assessment roll. The final tax bill shall be the levied taxes for the year less the interim bill, and be payable in two instalments. This final bill will be mailed at the beginning of July. The two due dates will be July 31st and September 30th, or the first business day prior to these dates should they fall on a weekend/holiday.

All participants in any preauthorized payment program will receive a tax bill with a note on the bill that they are a participant in a preauthorized payment plan and that the bill is for information purposes only.

Supplementary

After receiving notification from the Municipal Property Assessment Corporation (MPAC) tax bills shall be calculated, printed, and mailed to each property owner identified on the supplementary/omitted assessment notification listing from MPAC.

All participants in the instalment preauthorized payment program will receive a tax bill, with a note on the bill that they are a participant in a preauthorized payment plan and that the bill is for information purposes only.

Participants in the monthly preauthorized payment program will receive a note advising that they must pay the supplementary bill over and above their current monthly payment plan. This is because the supplementary bill may be processed closer to the end of the year and there would not be sufficient time to accommodate a monthly payment plan.

Due Dates

The Municipal Act section 343 (1) provides that each property owner be given twenty-one (21) days notice to pay when receiving a tax bill. However, the Village requires that where ever possible that property owners be given thirty days notice of a tax bill, and that all due dates be the last business day of the month.

Property Tax Billing and Collection Policy & Procedure

Mortgage Company

A mortgage listing of roll numbers, taxes due and owing and the due dates, in format requested by the financial institution, will be provided to each mortgage company who has provided the Village with notification that they hold an interest in a particular property.

A.2 Payments

The Municipal Act section 346 authorizes the Municipality to accept payments from a financial institution to the credit of the Treasurer of the municipality.

Payment of taxes must be received in the Village's administrative office, or be post marked, on or before the due date. The following are the modes of payments that are available for the property owner's use:

- a) Telephone Banking – using the fifteen digit roll number as the account number;
- b) Computer Banking – using the fifteen digit roll number as the account number;
- c) One of the Town's Preauthorized Payment Plans;
- d) Post Dated Cheque(s);
- e) In person, at the counter or drop box of the Village's administrative office at 317 Brock St W., Merrickville;
- f) Payment's by a mortgage holder;
- g) Other alternatives as approved by the Treasurer.

Receipts will be provided for all cash payments and upon request by the registered owner for all other methods of payment. To registered owners whose payments are made on their behalf by a mortgage company, the receipted tax billing will be sent to the registered owner after payment is received by the mortgage company.

A.2.1 Method

Payments may be made using one or more of the following methods:

- a) Cash,
- b) Cheque,
- c) Money Order, and/or
- d) Debit.

If a property has been registered through the Municipal Tax Sale process the payment MUST be in the form of a certified cheque or bank draft.

Property Tax Billing and Collection Policy & Procedure

A.2.2 Application of Payments

In accordance with the Municipal Act 347 payments shall be applied as follows:

- 1) First to the oldest and all penalty and interest,
- 2) Then to the taxes starting with the oldest taxes up to the current,
- 3) Then to other charges added to the roll.

A.2.3 Preauthorized Payment Program

To assist property owners on fixed incomes, and/or who prefer to equalize their annual tax payments the following preauthorized payment plans are offered.

- a) **Monthly** – provides for a withdrawal from the property owner's bank account to the Village bank account, on the **first (1st) day of each month** an amount sufficient enough to ensure that all taxes billed are paid within the current year. Property owners are eligible if their account is paid up to their chosen date of enrolment. If balances remain on the applicable tax account penalty and interest does not apply. If a property owner's payment fails to clear the bank, three (3) consecutive times, the applicant relinquishes their right to participate in the program.

The dollar amount to be withdrawn from the participants account shall be recalculated twice a year:

- 1) Once in October, calculating a monthly amount based on the previous current year's taxes averaged over twelve payments, to take effect on November 1st of the following year. For example in October 2016 take the total taxes for 2016 and divide them by 12. This would give the monthly withdrawal amount commencing on November 1st 2016, and
 - 2) After the calculation of the final bill. In both cases the property owner shall receive a notification as to the dollar amount change. The calculation would be the current year's taxes, less what has been paid, divided by the remaining months (or withdrawals) in the year.
- b) **Instalment** – provides for a withdrawal from the property owner's bank account to the Village's bank account, **on the due date** an amount sufficient enough to ensure that all taxes due and payable on the said date are paid in full. Property owners are eligible if their account is paid up to their chosen enrolment date. If a property owner's payment fails to clear the bank, three (3) consecutive times, the applicant relinquishes their right to participate in the program. Penalty and interest will be applied to all amounts past due.

To participate in any of the Preauthorize Payment Plans applicants must submit an application on the Village's prescribed form and submit it twenty (20) calendar days prior to the payment withdrawal date.

Participants in the program wishing to make changes to their application (for example banking information), or cancel their participation in the program must do so in writing within twenty (20) calendar days prior to the payment withdrawal date.

Property Tax Billing and Collection Policy & Procedure

A.3 Returned Payments

Payments not clearing the payer's bank will result with the payment being removed from the applicable tax account and an administrative fee, as indicated in the Village's User Fee Bylaw, being added to the applicable account.

The payer shall be advised of the returned payment, administrative fee, and the current balance due and owing on their account.

A.4 Penalty and Interest

In accordance with the Municipal Act, section 345 and the Municipality's bylaws, penalty and interest shall be charged at the rate of 1.25% per month on any tax arrears that remain outstanding on the first calendar day of each month.

The penalty run is generated in the first three (3) business days of the month, retroactive to the first day so as to allow for post-marked mail, on-line banking and payments made at a financial institution.

Penalty and interest adjustments are only authorized:

- 1) For Write-offs and adjustments of taxes under Section 357/358 of the Municipal Act,
- 2) For ARB write-offs and adjustments,
- 3) When approved by the Treasurer for gross and manifest error.

Section B – COLLECTION OF ARREARS

B.1 Methods of Collection

Dependent upon the age of the arrears all property owners whose property taxes are in arrears may have their taxes collected via:

- A) Reminder Notices – sent monthly,
- B) Rent Atonement as allowed by legislation – one to two years in arrears (refer to the Residential Tenancy Act),
- C) Municipal Tax Sale Process – after 3+ years of arrears, and/or
- D) Any other means deemed necessary by the Treasurer.

B.2 Reminder Notices

To encourage and/or remind, property owners that their tax account is not in good standing the Finance Department shall send a reminder notice to each property owner, whose account is over twenty-five dollars (\$25.00) in arrears. Reminder notices shall be forwarded to the property owner on or before the fifteenth (15th) day of the month immediately following the last instalment month in which a due date has occurred.

The Municipal Act requires that the Treasurer send a statement on or before February 28th of each year to any property owner who has arrears on their respective tax account. The statement must be the balance at December 31st.

B.2.1 Two Years in Arrears

On or about the fifteenth (15th) of November each year the Property Tax Aged Trial Balance shall be reviewed for property owner's whose taxes will be ~~three~~ two years in arrears on January 1st of the next year. All affected property owners shall receive correspondence by the end of November to the effect that as of January 1st the property taxes will be ~~three~~ two or more years in arrears and therefore be eligible for the Municipal Tax Sale Process.

B.2.2 ~~3+ Year in Arrears~~

~~All properties with taxes which are three or more years in arrears, as of January 1st each year, shall have the Municipal Tax Sale process enacted.~~

~~Prior to commencing the Municipal Tax Sale process each affected property owner shall receive a notice by the end of January to the effect of the impending Municipal Tax Sale process and The notice will firmly encourage them to pay up the outstanding taxes prior to year end or make payment arrangements within 30 days of receiving the notice, approximately by the end of February.~~

Property Tax Billing and Collection Policy & Procedure

B.2.3 Arrears Payment Plans/Arrangements

Any payment arrangements made before arrears are registered should be documented specifying the time schedule, method of payment and the amount of each payment. At the Treasurer's discretion, no plan should exceed a period of twenty-four (24) months.

B.2.4 Key Performance Indicators

To facilitate focus on the collection process in order to accrue cash flow benefits to the Town, the following is the desired administrative practice:

- 1) Tax arrears should be reconciled to the General Ledger on a monthly basis;
- 2) A report including the aging by dollar, the number of accounts and by percentage of total arrears for current, 1 year, 2 year and 3+ years should be prepared for the Treasurer on a monthly basis;
- 3) A report summarizing the status of each property eligible for registration for tax sale and each property currently registered for tax sale should be prepared for the Treasurer on a monthly basis.

B.3 Municipal Tax Sales Process

The Municipal Act section ~~371~~ 373 authorizes the Treasurer to proceed with the Municipal Tax Sale process if a tax account has any outstanding taxes which are 3+ 2+ years in arrears. The Act is very stringent as to the process that MUST be followed, and is very date sensitive. The following is a brief summary of the steps that must be followed:

B.3.1 Prior to Sale

1. The Farm Debt Advisement is mailed 15 days prior to the registration of the property.
2. **Tax Arrears Certificate (TAC)** is registered on the title of the property at the local registry office.
3. **First Notice** is given within 60 days of registration of the Tax Arrears Certificate to all interested parties which show as having an interest in the property at the land registry office.
4. **Treasurer's Declaration** must be sworn declaring that the first notices have been sent out.
5. **Payment** may be received (go to step 11).
6. **Extension Agreement** may be requested by the property owner prior to expiration of one year from the date of the registration of the TAC (go to step 13). Note: If the extension agreement is breached at Step 16 where only Steps 1 to 4 have been completed before the agreement was entered into, the process proceeds with Step 6 as though the agreement had never been entered into.

Property Tax Billing and Collection Policy & Procedure

7. **Final Notices** are sent within 30 days of the expiry of 280 days after the registration of the TAC, warning of the pending sale of the property.
8. **Treasurer's Declaration** must be declared confirming the sending of the final notices to all registered interested parties.
9. **Redemption Period Expires** one year from the date of the registration of the TAC.
10. **Method of Sale** – the Municipal Act provides that the property may be sold by sealed tender, or public auction. The Town's preference is by sealed tender. If sold by public tender go to Step 19. If sold by public auction go to Step 36.

B.3.2 Tax Arrears Paid

11. **Payment received** prior to expiry of the one year redemption period the Treasurer shall issue a receipt.
12. **Cancellation Certificate** is registered by the Treasurer, the sale of the property has been averted, and the Municipal Tax Sales process ends. The cancellation price is the minimum acceptable offer.

B.3.3 Extension Agreement

13. An **Extension Agreement** must be requested by the property owner, their spouse, the mortgage holder or their legal agent, prior to the one year period of the registration of the TAC.
14. If **no agreement is reached** as to the terms, ~~and or the agreement is denied by Council,~~ the sale proceeds by returning to the point where the stop in the tax sale process was at immediately prior to the extension agreement being requested.
15. ~~A Bylaw must be passed by Council authorizing~~ The Treasurer can authorize that an extension agreement may be entered into with the property owner prior to the expiration of the one year period from the date of registering the TAC.
16. When an **extension agreement is entered into** a copy shall be placed in the Town property files and the sale process is suspended or placed on hold until all the terms of the agreement have been fulfilled.
17. When there is a **breach of the agreement** the tax sale process recommences by returning to that step in the tax sale procedure immediately prior to the extension agreement being entered into.
18. When the **terms of the agreement have been fulfilled** the Treasurer shall register a Cancellation Certificate on the land title, thus signifying that the tax sale has been averted, and the process stops.

Property Tax Billing and Collection Policy & Procedure

B.3.4 Public Tender – Sale of Land

19. Steps 1 to 10 must be completed before moving to the sale of the land. **Land is advertised for sale**, once in the Ontario Gazette and once a week for four weeks in a local newspaper.
20. **Tenders are opened** in an open forum, recorded as received, and then reviewed to ensure completeness of the tenders submitted.

Note: Council may make a bid or tender on a property, by resolution, but they must have a public purpose for the property.

21. If there is **no successful bidder** go to Step 35, OR
Highest tender or two highest tenders are selected – go to Step 22. The minimum acceptable bid is the cancellation price.
22. **Notice sent to highest bidder** request payment of the balance of the amount tendered, applicable land transfer tax, and accumulated taxes. Ensure that all tax sale costs have been added to the Collector`s Roll.
23. **Payment is received from the highest bidder** within 14 days of the date of the notices of highest bidder mailing the Treasurer shall issue a receipt and declare the highest bidder to be the successful purchaser. Go to Step 31.

If **no payment is received** within 14 calendar days of the mail of the notice the deposit is forfeited. A notice is then sent to the **second highest bidder** – see Step 24.

Where there is no second highest bidder the Treasurer shall declare that there is no successful purchaser. Go to Step 35.

24. **Notice sent to second highest bidder** – the Treasurer shall send a notice requesting payment of the amount of the tender within 14 calendar days of the mailing of the notice.
25. When the **payment is received from the second highest bidder** within 14 days the Treasurer declares the second highest bidder to be the successful purchaser. Go to Step 31.

B.3.5 Public Auction – Sale of Land

26. **Land is advertised for Sale** once in the Ontario Gazette and once a week for four weeks in a local newspaper.
27. **Auction is held.** The minimum acceptable bid is the cancellation price.
No bid is made on initial sale, or upon reopening of bidding; highest bidder fails to make payment. Go to Step 35.

Bidder immediately pays. The Treasurer declares the bidder as the successful purchaser. Go to Step. 28.

Property Tax Billing and Collection Policy & Procedure

28. Auctioneer issues receipt to successful purchaser.

29. Auctioneer declares auction closed.

30. List of all lands auctioned is prepared by the auctioneer for the Treasurer. Go to Step 31.

B.3.6 Tax Deed Issuance and Registration

31. Sale proceeds less the cancellation price, is paid into the Superior Court of Justice together with the Statement of Facts. Ensure that all of the tax sale costs have been added to the Collector's roll before declaring the surplus funds.

32. Tax deed and statutory declaration of the Treasurer is registered on title.

Note: The cancellation price may be paid by the former owner anytime before title has been transferred, including when there has been a successful purchaser by tender or by auction.

~~33. After one year the Court may forfeit the funds to the Municipality upon application. The Treasurer applies to the Superior Court of Justice for payment out of court of the amount that was paid in, subject to certain limitations.~~

~~34. The balance of the sale price received from the court shall be paid into the general funds of the municipality. There is no requirement to apportion these funds with the school board(s) or County.~~

B.4 VESTING

B.4.1 Vesting in the Municipality

~~33.~~ Where there is no successful purchaser a Notice of Vesting may be issued and the Treasurer shall register a declaration to that effect at the local land registry office. Council has two (2) years to decide whether to vest a property. The Municipal Act allows for inspection of the property including an environmental assessment.

Council may re-advertise for another tender or auction within two (2) years without writing off the tax arrears.

If Council decides not to vest, Council may choose to write off the taxes and issue a tax cancellation certificate. Each year the Tax Administrator may prepare a list of such properties for annual write-off thereafter.

Council may also decide to write off all or part of the taxes with the purpose of re-registration of the tax arrears and repeating the tax sale process from the beginning.

If Council decides to vest the property, the tax arrears will be written off and the property may be declared surplus assets and advertised for sale.

Section C – WRITE OFFS, REBATES, ETC.

From time to time the Village will receive, via various modes discussed below, notifications of change in assessment or tax class. Upon receipt of the notification the Village will process the calculation within two months of receipt of the notification, depending on whether or not the final billing for the affected tax year has been calculated and mailed. This will facilitate the Village maintaining a balanced Collector's Roll as it relates to the amended Assessment Roll.

Some of the types of assessment notifications that may affect the assessment value on a property which may result in a write off or reduction in taxes are:

- Applications For Reduction in Assessment - under section 357 & 358 of the Municipal Act
- Assessment Review Board (ARB) Decision – under Assessment Act
- Minutes of Settlement (MOS) – under Section 40 of the Assessment Act
- Request for Reconsideration (RFR) – under section 39.1 of the Assessment Act
- Post Roll Assessment Notice (PRAN) – under the Assessment Act
- Advisory Notice of Adjustment (ANA) – under of the Assessment Act
- Vacant Commercial & Industrial Unit Rebates – under section 364 of the Municipal Act
- Charity Rebates – under section 361 of the Municipal Act
- Legion Rebates – under section 6.1 Assessment Act

Commercial and Industrial property owners must contact MPAC and attempt to arbitrate a change in assessment prior to filing any of the above noted applications, with the exception of the *Application For Reduction in Assessment*. If a successful outcome is achieved MPAC will issue an RFR, have the property owner sign, and then send an executed copy to the Village for processing.

C.1 Penalty & Interest Reversal on Write Offs

As per the Municipal Act section 345 (6) & 345 (7) penalty interest that has accrued on a property tax account as the result of non payment, and a write off taxes has occurred as the result of one of the legislation tax reduction methods; the penalty and interest shall be reversed as though the taxes had originally been billed correctly.

C.2 Application for Reduction in Assessment – Municipal Act, Section 357 & 358

Under Section 357 and 358 of the Municipal Act applications may be made to the Village, for reduction in assessment, by the property owner, or their agent for the following reasons:

- Building was razed by fire,
- Building was demolished,
- Ceases to be liable for the tax rate that the property had been originally billed at,
- Became exempt from property taxation,
- Is damaged and substantially unusable,
- A Mobile unit is removed,
- Experiences a Gross or manifest clerical / factual error,
- Is under repairs / renovations preventing normal use (min. 3 months).

Property Tax Billing and Collection Policy & Procedure

The prescribed form must be completed and returned to the Village of Merrickville-Wolford. Said form may be obtained from the municipal web site at www.merrickville-wolford.ca, or at the administrative offices at 317 Brock St W., Merrickville, Ontario K0G 1N0.

The Municipal Act requires that the following procedure occur:

- 1) An application may only be made by the owner of the land at the time of the application or by another person who has an interest in the land, or a tenant or occupant, or is the spouse of the owner.
- 2) An application under this section must be filed with the Treasurer on or before February 28th of the following year in respect of which the application is being made. For example an application being made to affect the 2016 assessment must be filed on or before February 28, 2017.
- 3) Applications are then forwarded on to the MPAC for their recommendation of assessment value, and or tax class, change.
- 4) The tax change is calculated by the Treasurer, using the recommended changes from MPAC.
- 5) The applicant must be advised fourteen days in advance of Council holding a public meeting.
- 6) Council holds a public meeting, at which time the applicant may make representation to Council regarding the recommended tax write off.
- 7) At the conclusion of the public meeting Council makes a decision with respect to the amount of the tax change.
- 8) The applicant must be advised within fourteen (14) days after Council makes the decision as to what Council's decision was.
- 9) The applicant has thirty-five (35) days to appeal to the Assessment Review Board if they do not agree with Council's decision.

On or before the 14th day following the Council's decision, the Treasury department shall calculate the change in taxes, and notify the property owner accordingly (see item 8).

C.3 Assessment Review Board Applications

Property owners may apply to the Assessment Review Board (ARB), on the prescribed form to appeal their assessment. The deadline for these types of appeals is March 31st of the current year, for the current year's taxation assessment. Applications, fees, and deadlines are available on the ARB web site at www.arb.gov.on.ca.

After receipt of an ARB decision the Village shall recalculate the taxes for the affected year or years on or before the 10th of the following month, and notify the property owner accordingly.

C.4 Minutes of Settlement

Minutes of Settlement are issued after a property owner has applied to the Assessment Review Board, and MPAC has negotiated a settlement, with the property owner, prior to going to the assessment review board hearing. MOS will be sent to the municipality by the ARB or MPAC.

MPAC will provide a copy of this decision to Reamind for OPTA tracking.

This type of request will be processed by the 10th of the following month after receiving the notice from MPAC.

C.5 Request for Reconsideration

Requests for Reconsideration are issued by MPAC after negotiating a settlement with the property owner prior to a property owner making application to the ARB. Normally the property owner would contact MPAC who then would meet with the property owner and both parties would come to a consensus as to what the outcome would be. MPAC would issue the RFR, get the property owner's signature of agreement on it, and then send a copy of that agreement to the Municipality. The Municipality may choose to appeal the RFR or process it without objection.

This type of request will be processed by the 10th of the following month after receiving the notice from MPAC, or a Notice of Decision from MPAC.

C.6 Post Roll Assessment Notices

These are notices that are issued by MPAC advising the property owner and the Village that a change in assessment has occurred after the return of the assessment roll.

This type of request will be processed by the 10th of the following month after receiving the notice from MPAC, or a Notice of Decision from MPAC.

C.7 Advisory Notice of Adjustment

These notices are required by the Assessment Act to adjust the Current Value Assessment (CVA) starting point and phased-in assessments following a change to a property's assessment, when no other notice is otherwise required to be sent to the property owner. Most often they are sent following an Assessment Review Board (ARB) decision.

C.8 Vacant Commercial & Industrial Rebates

The Municipal Act section 442 requires that every municipality must provide for vacant commercial and industrial rebates.

There are specific guidelines relative to these type of applications and includes:

EXCLUSIONS:

A building or portion of a building will not be eligible for a rebate if:

- It is used for commercial or industrial activity on a seasonal basis;
- During the period of vacancy it was subject to a lease, the term of which had commenced; or
- During the period of vacancy it was included in a sub-class for vacant land.

Property Tax Billing and Collection Policy & Procedure

ELIGIBILITY

Category 1 – Buildings that are Entirely Vacant

A whole commercial or industrial building will be eligible for a rebate if the entire building was unused for at least 90 consecutive days.

Category 2 – Buildings that are Partially Vacant

A suite or unit within a commercial building will be eligible for a rebate if, for at least 90 consecutive days, it was unused; **and** clearly delineated or physically separated from the used portions of the building; **and** either capable of being leased for immediate occupation, undergoing or in need of repairs or renovations that prevented it from being available for lease for occupation, or unfit for occupation.

A portion of the industrial building will be eligible for a rebate if, for at least 90 consecutive days if it was unused; **and** clearly delineated or physically separated from the used portions of the building.

WHO & WHEN TO APPLY

An owner, or their agent, may apply:

- Once a year before February 28 of the year following, the taxation year to which the application relates.

OR

- Twice a year. An interim application may be made after the first six (6) months, and a second application may be submit for the second six (6) months of the year.

The final application must be submitted on or before February 28th of the year following the taxation year to which the application relates.

APPLICATION CONTENT

A complete application must include:

- 1) A completed application form ensuring that all portions have been completed including:
 - The Property Information,
 - If applying for only a portion of the building a drawing of the building must be provided indicating what portion of the building is vacant,
 - A completed questionnaire,
 - If the building is for rent or lease, a copy of proof that it is being offered for rent or lease. For example: a copy of a newspaper ad.
- 2) Any other information the Village Treasurer may request.

Property Tax Billing and Collection Policy & Procedure

REBATE PAYMENTS

Rebates will be applied:

- First to any outstanding tax liability on the property as per A.2.2,
- Any other arrears owed to the Village, and
- After which a cheque will be issued in favor of the current property owner as of the cheque issue date. If an applicant is in the process of selling their property they are urged to ensure that their solicitor is aware of this application and of the possibility of a pending rebate.

Applications are available on the Village's web site at www.merrickville-wolford.ca or at the Village's administrative offices at 317 Brock St W., Merrickville, Ontario K0G 1N0.

C.9 Charity Rebates

The Municipal Act, section 361 requires that every municipality shall have a Charity Rebate program.

C.9.1 Eligibility

The purpose of this program is to provide tax rebates:

- To eligible charities occupying properties in the Commercial or industrial tax class that were previously exempt from paying the Business Occupancy Tax (BOT),
- To organizations as defined under section 6.1 of the Assessment Act (for example: a Royal Canadian Legion),
- This policy recognizes that the Fair Municipal Finance Act, 1997 may have impacts on the amount of property taxes such organizations are required to pay, either directly or indirectly, and provides relief in the form of tax rebates subject to certain conditions as set out in the policy.

C.9.2 LEGISLATIVE AUTHORITY

The Municipal Act, 2001, section 361 has been used to determine how charitable organizations are to be treated for property tax purposes.

The Assessment Act, section 6.1 provides the authority for a municipality to pass a bylaw to exempt certain properties from municipal taxation. School taxes and local improvements still apply.

C.9.3 GENERAL PRINCIPLES

a) Other Organizations Eligible for Tax Rebates:

To be eligible for tax rebates, organizations must meet the following criteria:

- i) Be a charitable organization as defined in subsection 248 (1) of the Income Tax Act and have a registration number issued by the Canada Customs and Revenue Agency;
- ii) Be occupying property in the commercial or industrial tax class;
- iii) If leasing, be able to identify the amount of taxes included in their lease payments.

Property Tax Billing and Collection Policy & Procedure

C.9.4 New Charitable Organization - moving to a property with a Commercial or Industrial tax class.

New charitable organizations will be considered for rebates provided the conditions in C.9.3 b) i) and iii) above are met.

Rebates will be provided for charities that commence eligible occupancy on a date after January 1st of the year in which the rebates would apply.

Under these circumstances, the rebate amount will be determined from the date of occupancy through the remainder of the taxation year.

C.9.5 APPLICATION PROCEDURE

Eligible organizations must apply for the tax rebate on an annual basis as follows:

- applications for tax rebates will be accepted and processed by the Treasurer;
- applications will be accepted between Jan 1st and of the tax year and February 28th of the following year;
- applications from eligible charities re-locating within the year will be **accepted up until February 28th** of the following year for rebates for the current taxation year;
- applications must;
 - be made on the standard application form which will be available at the Village of Merrickville-Wolford administrative offices and on the municipal website at www.merrickville-wolford.ca,
 - be accompanied with current verification of charity status from the Charities Directorate, which may be obtained at the Canada Revenue Agency web site at www.cra-arc.gc.ca,
 - Where a tenant is applying provide a copy of the lease, or written confirmation from the landlord, indicating the amount of the applicable property taxes paid.

C.9.6 AMOUNT OF THE TAX REBATE

Tax rebates for Legions will be 100% of the taxes paid, providing that all of the conditions in C.9.3 a) above are met. Tax rebates for all other eligible charities will be 40% of the taxes paid by the eligible charitable organization, providing that all the conditions in C.9.3 b) above are met.

If the eligible Charity is required to pay an amount under section 367 & 368 of the Municipal Act, 2001, which deals with gross leases and flowing through of taxes, the amount of the rebate shall be calculated using the total of the amounts the charity is required to pay under this section.

Tax rebates shall not include any Provincial or Federal taxes.

Property Tax Billing and Collection Policy & Procedure

C.9.7 PAYMENT OF CHARITY TAX REBATES

Tax rebate cheques will be made payable to the applicant by the Village of Merrickville-Wolford as follows:

1. A rebate relating to the current taxation year, submitted prior to the last final due date shall be paid as follows:
 - 50% within 60 days of the municipality receiving an application
 - Remaining 50% within 120 days of the municipality receiving an application after the last final due date.
2. A rebate relating to the previous year's taxes, filed by February 28th of the following year:
 - 100% of the rebate within 120 days of an application being received.

Section D Legion Rebates

Section 6.1 of the Assessment Act authorizes a municipality to pass a bylaw to exempt certain properties from municipal taxation. School Taxes and local improvements will still apply.

Eligibility:

To be eligible for tax rebates, Legions must meet the following criteria;

- i) Be defined under section 6.1 of the Assessment Act;
- ii) If leasing, be able to identify the amount of taxes included in their lease payments.

See Section C.9 of this report for the procedures relating to this program.

Property Tax Billing and Collection Policy & Procedure

Section E Refund of Credit Balances

From time to time property tax accounts may experience credit balances for various reasons, such as:

- Duplicate payment of a tax instalment(s),
- Mortgage company and property owner both pay an instalment,
- A reduction in assessed value,
- A change in a tax class to lesser tax rate class, and/or
- Preauthorized Payments made in advance of an instalment being due.

Credit balances will **not be refunded** under the following conditions:

- 1) Duplicate payment of a tax instalment – the property owner must request in writing to have the overpayment refunded.
- 2) Mortgage company and property owner both pay an instalment – the property owner must request in writing to have the overpayment refunded, and direct who the overpayment is to be returned to. Further-more no overpayment will be refunded unless all instalments billed have been cleared.
- 3) Mortgage company over pays an instalment – because the Village is not aware of the agreement between the financial institution and the property owner the Village will only refund the financial institution overpayment on the written direction of the property owner. Further-more no overpayment will be refunded unless all instalments billed have been cleared, unless the property has been sold to another owner.
- 4) Preauthorized Payments made in advance of an instalment being due.
- 5) Prior to refunding any credits from the property tax account, the Village will verify that all other debts with the Village (utilities, and miscellaneous accounts receivable, etc.) have been cleared prior to releasing a credit refund. The Village reserves the right to offset credits on property tax accounts with other debt.

Credit balances on tax accounts **will be refunded** under the following terms and conditions:

- 1) Credits as the result of an assessment reduction will be refunded. However, only after the last instalment billed has been cleared. For example: a prior year assessment reduction is calculated in February; the interim tax bills are generated the first week in February with the last instalment on the interim billing due on the last business day in February. Any credit balance on the account will be applied first to the two instalments and then any remaining credit balance will be refunded to the registered property owner at the time the cheque is issued,
- 2) Credit balances being refunded will be issued to the property owner at the time the cheque is issued. Property owners selling properties who have outstanding applications should ensure that their solicitors are aware of possible tax reductions. The Village will not divide credit balances

Property Tax Billing and Collection Policy & Procedure

between previous and current owners as the result of a tax reduction. This is mainly because the Village does not have knowledge of, nor wish to negotiate, legal agreements that may or may not be in place between the seller and the purchaser.

- 3) In the event the Mortgage Company no longer represents the property owner and there has been an overpayment of any instalment, at the written request of the property owner the overpayment will be refunded. The property owner will also specify in the written request to whom the refund should be made payable.
- 4) Prior to refunding any credits from the property tax account, the Village will verify that all other debts with the Village (tax arrears, utility arrears, miscellaneous accounts receivable, etc.) have been cleared. The Village reserves the right to offset credits on property tax accounts with other debt.

Section F Severance/Consolidation of Property(s)

From time to time, property owners will apply for severances of their properties under the authority of the Planning Act. If granted by the Planning Committee the assessment values must also be split between all the parcels of land. As part of their legislated services MPAC provides the divided assessment information. Under the authority of the Municipal Act, section 356 the Treasurer may divide the assessment roll into the parcels being severed and direct the property taxes accordingly.

Upon receipt of the divided assessment from MPAC the Village will monitor the report to ensure that MPAC picks up the split for the following year's returned assessment roll.

As most severed portions of land are sold the Village will not recalculate the property taxes for a part year. It is understood that the seller's and buyer's lawyers would address who owes what as part of the property sale process.

Consolidations are processed by MPAC at the written request of the property owner. Property owner should contact MPAC directly.

Section G Low Income Senior or Low Income Disabled Deferral

Section 319 of the Municipal Act requires that a municipality shall have a policy for the provision of a Low Income Senior or Low Income Disabled deferral.

Deferral – the taxes are not forgiven nor written off – it is still a lien on the property and must be addressed at some point.

To qualify for a Low Income Senior or Low Income Disabled Deferral the following criteria must be met:

Property Tax Billing and Collection Policy & Procedure

- 1) The applicant, or spouse, must occupy the property as personal residence and have been assessed as the owner of the occupied residential property.
- 2) The applicant, or spouse, must be in receipt of benefits from one of the programs as outlined in the application form.
- 3) Applicants must supply proof of receipt of benefits from the program specified on the application. An example of which would be a photocopy of the most recent cheque received from the specified program.
- 4) Eligible applicants will be allowed to defer \$50.00 or more of their annual property taxes which resulted from a change to the assessment of the residential property pursuant to the requirements of the Fair Municipal Finance Act and the Municipal Act, as amended.
- 5) In the event of a tax deferral is granted, no interest charges will be added to the amount deferred.
- 6) To maintain eligibility, the applicant's property taxes must be current.
- 7) In the event of transference of title of the property, the remaining amount of all taxes deferred shall become due and payable on the date of transference of such title.
- 8) Earlier repayment could be based on an individual taxpayer's financial circumstances, or as a result of tax sale of the property.
- 9) All deferred taxes become due on the disposition of the property.
- 10) In the event that it is later determined that the applicant is not eligible for deferral of taxes as indicated under the eligibility criteria, the deferred taxes will be withdrawn and the applicant must repay the deferred taxes in full.
- 11) The applicant must complete the appropriate Village form and submit it to the Treasurer at 317 Brock St W., PO Box 340, Merrickville, ON K0G 1N0.
- 12) Written proof of receipt of benefits or application for benefits must be attached to the application. An example of appropriate proof of receipt of benefits is a photocopy of a recent cheque. If an application for benefits is pending approval, a photocopy of the completed application must be attached to the application.

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:
Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that: By-law 10-2019, being a By-law to amend By-law 17-16, be read a first and second time, and that By-law 10-2019 be read a third and final time and passed.

Carried / Defeated

J. Douglas Struthers, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 10-2019

**BEING A BY-LAW TO AMEND SCHEDULE "A" OF BY-LAW 17-16, THE TAXATION
POLICY BY-LAW**

WHEREAS section 9(3) of the Municipal Act, 2001, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers;

AND WHEREAS Bill 68, Modernizing Ontario's Municipal Legislation Act, 2017 made amendments to municipal tax sale procedures through amendments to the Municipal Act, 2001;

AND WHEREAS Council deems it advisable to amend By-law 17-16, the Taxation Policy By-law, in order to be compliant with the aforementioned changes in legislation;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford enacts as follows:

1. THAT Schedule "A" of By-law 17-16 be hereby repealed and replaced with the Schedule "A" attached hereto;
2. THAT this by-law shall come into full force and effect upon its final passage.

READ a first and second time this 11th day of February, 2019

READ a third and final time and passed this 11th day of February, 2019

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-10-2019 and approve the 2019 Budget Schedule.

Carried / Defeated

J. Douglas Struthers, Mayor



Village of Merrickville-Wolford

Report FIN-10-2019
Finance Department
Information Report to Council

RE: 2019 Budget Schedule

OBJECTIVE: To set the schedule for the 2019 budget.

RECOMMENDATION:

THAT: Council receive the report FIN-10-2019 and approve the 2019 Budget Schedule.

BACKGROUND:

Annually, the municipality sets a draft budget schedule. Staff has begun the process of reviewing past budgets with actuals to determine the 2019 budget estimates.

ANALYSIS:

The budget process is always delayed following a municipal election. Staff are working to have the 2019 budget passed in late March. Attached is a schedule with budget dates and actions for Council's consideration.

BUDGET/LEGAL IMPLICATIONS:

Not applicable.

LINKS TO STRATEGIC PLANS:

The priorities of the strategic plan that can be linked to this report are as follows:

Ensuring efficient, effective services and civic engagement: The development of the annual budget sets the priorities for the municipality.

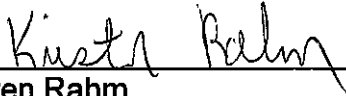
CONCLUSION:

Staff are recommending Council receive and approve the 2019 budget schedule.

ATTACHMENTS:

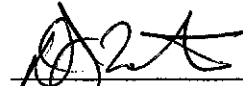
2019 Budget Timetable

Submitted by:



Kirsten Rahm,
Manager of Finance – Treasurer

Approved by:



Doug Robertson,
CAO/Clerk

2019 Budget Timetable

<ul style="list-style-type: none"> • Department Heads to meet and work with Treasurer to create draft budgets and establish priorities. 	Jan - Feb
<ul style="list-style-type: none"> • Draft budgets given to Treasurer to assemble into one draft budget document. 	February 22
<ul style="list-style-type: none"> • Working Meeting: Operating draft budget presented to Council. <ul style="list-style-type: none"> ○ Public is welcome to observe, and they will have an opportunity to ask questions at the Draft Budget Presentation Session on March 20th. 	March 4: 9 – 12.30
<ul style="list-style-type: none"> • Working Meeting: Capital draft budget presented to Council. <ul style="list-style-type: none"> ○ Public is welcome to observe, and they will have an opportunity to ask questions at the Draft Budget Presentation Session on March 20th. 	March 7: 1 – 4.30
<ul style="list-style-type: none"> • Draft Budget Presentation Session. The draft budget will be presented and individuals in the Municipality will have the opportunity to ask questions. 	March 20 6.30 - 9
<ul style="list-style-type: none"> • Final budget approval – at regular council meeting. 	March 25

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:
Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report DEPC-04-2019 regarding the appointment of an Integrity Commissioner; and

That Council gives favourable consideration to By-law 09-2019.

Carried / Defeated

J. Douglas Struthers, Mayor



Village of Merrickville - Wolford

**Report DEPC-04-2019
of the Clerk's Department
Information/Action Report to Council
Date: February 11, 2019**

RE: Appointment of Integrity Commissioner

OBJECTIVE: To provide Council with a proposed Integrity Commissioner for appointment.

RECOMMENDATION:

THAT Council receive report DEPC-04-2019 regarding the appointment of an Integrity Commissioner; and

THAT Council gives favourable consideration to By-law 09-2019, being a by-law to enter into an agreement and appoint Tony Fleming of Cunningham Swan as the Integrity Commissioner for the Village of Merrickville-Wolford.

BACKGROUND:

Through the passing of Bill 68, *Modernizing Ontario's Municipal Legislation Act, 2017*, Section 223.2 of the *Municipal Act, 2001* was amended to ensure all municipalities establish a Code of Conduct for Members of Council. This was adopted by Council through the passing of Procedure By-law 30-17 on November 14, 2017.

Section 223.3 of the *Municipal Act, 2001* was also amended as follows:

"Integrity Commissioner

(1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

- 1. The application of the code of conduct for members of council and the code of conduct for members of local boards.*
- 2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.*
- 3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.*
- 4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.*

5. *Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.*
6. *Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.*
7. *The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act, 2017, c. 10, Sched. 1, s. 19 (1)."*

The above legislation takes effect on March 1, 2019. Municipalities must either appoint an Integrity Commissioner or arrange for the above duties to be provided by a Commissioner of another municipality by that date.

ANALYSIS:

In an effort to streamline operations and maximize efficiency, the United Counties of Leeds and Grenville issued a Request for Proposal (RFP) for Integrity Commissioners and drafted the RFP as such that lower tier municipalities such as the Village of Merrickville-Wolford would be able to take advantage of the pricing offered by the respondents. The RFP was issued on January 8, 2019 and was sent to six local firms who provide Integrity Commissioner Services. Two submissions were received by the deadline of January 22, 2019 and were evaluated by the Counties' CAO, Andy Brown, the Counties' Clerk, Lesley Todd, and the Township of Rideau Lakes' CAO, Mike Dwyer. Please see below the total scores for each submission as provided by the Counties:

RFP CL-2019-01 Request for Proposals for Integrity Commissioner		
Proponent: Cunningham Swan - Tony Fleming		
Criteria	Weighting	Average
Company/Individual/Team Profile	10	9.7
Qualifications & Experience	40	35.7
Approach & Methodology	15	11.2
References	10	9.7
Pricing	25	25
TOTAL		91.2
Proponent: Vice & Hunter - William Hunter		
Criteria	Weighting	Average
Company/Individual/Team Profile	10	8.3
Qualifications & Experience	40	30.3
Approach & Methodology	15	9.7
References	10	7.0
Pricing	25	18.0
TOTAL		73.3

BUDGET/LEGAL IMPLICATIONS:

Costs will be incurred for an Integrity Commissioner on an “as needed” basis. Please find below the pricing provided by the Counties:

Proponent	Item	Actual Cost (excluding HST)
Cunningham Swan	Hourly Rate for Services	Tony Fleming \$295 Alan Whyte \$295 Kalen Ingram, Associate \$225 Rob Gencarelli, Associate \$195 Municipal Law Clerk/Student \$150
	Additional Fees	Photocopies \$0.25/page
Vice & Hunter	Hourly Rate for Services	William Hunter \$395 Law Clerk \$175
	Additional Fees	Disbursements

It is recommended that additional funds are set aside in the 2019 budget as a new line item for an “Integrity Commissioner” although it is impossible to predict future costs associated at this time.

INTERDEPARTMENTAL IMPACTS:

Not applicable.

LINKS TO STRATEGIC PLANS:

On January 23, 2017, the Council of the Corporation of the Village of Merrickville-Wolford passed By-Law 10-17, being a by-law to adopt the Merrickville-Wolford Strategic Plan 2017-2025.

The priorities of the strategic plan that can be linked to this report are as follows:

- Ensuring efficient, effective services and civic engagement.

One of the core functions of municipalities in Ontario is to be compliant with relevant legislation. Through the passing of By-law 09-2019, the Village will have fulfilled one of the requirements that was introduced through Bill 68 to amend the *Municipal Act, 2001*, therefore maintaining good governance. Furthermore, through working with the Counties’, efficient use of the Village’s resources was recognized.

ATTACHMENTS:

Schedule "A": Proposed By-law 09-2019 – By-law to Appoint an Integrity Commissioner

Submitted by:

Approved by:



Christina Conklin, Deputy Clerk



Doug Robertson, CAO/Clerk

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Telephone (613) 269-4791
Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:

**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that: By-law 09-2019, being a By-law to appoint Tony Fleming of Cunningham Swan as the Integrity Commissioner for the Village, be read a first and second time, and that By-law 09-2019 be read a third and final time and passed.

Carried / Defeated

J. Douglas Struthers, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 09-2019

BEING A BY-LAW TO APPOINT TONY FLEMING OF CUNNINGHAM SWAN AS THE INTEGRITY COMMISSIONER FOR THE MUNICIPALITY

WHEREAS section 9(3) of the Municipal Act, 2001, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers;

AND WHEREAS Section 223.2 of the Act, as amended, authorizes a municipality to establish a code of conduct for members of the council of the municipality;

AND WHEREAS Section 223.3 of the Act, as amended, authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS Council deems it advisable to appoint an Integrity Commissioner for the Village of Merrickville-Wolford in accordance with the *Municipal Act, 2001*, as amended;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford enacts as follows:

1. THAT Tony Fleming of the firm Cunningham Swan be appointed as the Integrity Commissioner for the Corporation of the Village of Merrickville-Wolford;
2. THAT the Mayor and Clerk be authorized to sign and execute, on behalf of the Village, the Agreement with Tony Fleming of the firm Cunningham Swan, attached hereto as Schedule "A" and forming part of this by-law;
3. THAT this by-law shall come into full force and effect upon its final passage;
4. THAT this by-law may be cited as the "Integrity Commissioner By-law".

READ a first and second time this 11th day of February, 2019

READ a third and final time and passed this 11th day of February, 2019

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

SCHEDULE "A" to By-law 09-2019

FORM OF AGREEMENT

BETWEEN: **THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**
(hereinafter referred to as "the Village")

- and -

TONY FLEMING of the firm CUNNINGHAM SWAN
(hereinafter referred to as "the Integrity Commissioner")

1. WHEREAS, the Village is authorized, pursuant to Subsection 223.3 of the *Municipal Act, 2001* (the *Act*), as amended, to appoint an integrity commissioner (the "Integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct, or other ethics-related policies, rules or procedures, and to report on the investigation;
2. AND WHEREAS, the *Act* has been amended to include additional powers of Integrity Commissioners, including the function to investigate as to whether a member of Council or a member of a local board has complied with section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, effective March 1, 2019;
3. AND WHEREAS, the Integrity Commissioner has represented, and the Village is satisfied, that the Integrity Commissioner has the skills and abilities necessary to perform the role of the Integrity Commissioner;
4. AND WHEREAS, the Village wishes to retain Tony Fleming of the firm Cunningham Swan as an independent Integrity Commissioner;
5. NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the Village and the Integrity Commissioner agree as follows:

POWERS AND DUTIES

1. The Village hereby retains and appoints Tony Fleming of the firm Cunningham Swan as an Integrity Commissioner and Tony Fleming of the firm Cunningham Swan accepts such appointment and agrees to carry out the responsibility of the Integrity Commissioner, as more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
2. The Integrity Commissioner shall have all of the powers set out in Section 223.1 to 223.8 of the *Municipal Act*, and under sections 33 and 34 of the Public Inquiries Act, 2009, both as amended from time to time.

TERM OF AGREEMENT

3. The Integrity Commissioner's appointment pursuant to this Agreement is effective on March 1, 2019 and will continue for a period of five (5) years, ending on March 1, 2024 unless terminated earlier in accordance with this clause:
 - a. The Village may be released from the Agreement at any time, with ninety (90) days written notice.
 - b. The Integrity Commissioner shall provide ninety (90) days written notice to the Village of his or her intention to resign as the Integrity Commissioner and his or her resignation shall only be effective at the expiry of the notice period.

RECORDS

4. All records are the property of the Village and the records and should be submitted to the Clerk associated with the municipal record upon termination of the contract.

RENEWAL

5. The Integrity Commissioner's appointment pursuant to this Agreement may be renewed for a further five (5) years, on the mutual agreement of the Parties.

COMPENSATION

6. The Village agrees to pay to the Integrity Commissioner an hourly fee of \$295.00 per hour, plus applicable taxes, during such time that the Integrity Commissioner is actively carrying out his or her duties pursuant to this Agreement. The Consultant confirms that the hourly rates for other members of the Consultant firm as set out in the proposal for services shall also apply to this Agreement where work is performed by members of the firm other than Tony Fleming. The Consultant shall rely on other members of the firm as appropriate to ensure that the work is performed by only those members of the firm with the skill to undertake the work, at the most appropriate hourly rate, and who are also bound by the terms of this Agreement. The Integrity Commissioner shall provide the Village with a monthly invoice detailing the hours worked and expenses incurred for the period in question.

7. The Village agrees to reimburse the Integrity Commissioner for all reasonable expenses and disbursements, including mileage at a rate of .53 per kilometer (or any agreed-upon flat rate), incurred by the Integrity Commissioner, which are necessary to enable the Integrity Commissioner to perform his or her duties pursuant to this Agreement.

CONSULTANT STATUS

8. In performing his or her duties and responsibilities as Integrity Commissioner pursuant to this Agreement, it is recognized that the Integrity Commissioner is independent of the Village and administration and shall report directly to Council of the Corporation of Merrickville-Wolford.

9. The Integrity Commissioner acknowledges that he or she is an independent contractor and shall not be deemed an employee of the Village, for any purpose. The Integrity Commissioner further acknowledges that, as an independent contractor, he or she will not be entitled to any employment-related benefit, including such benefits that are applicable to employees of the Village.

10. In light of the Integrity Commissioner's status as an independent contractor, the Village shall have no responsibility whatsoever with regard to any income taxes or any other remittances which may be payable by the Integrity Commissioner on the fees paid under this Agreement. The Village assumes no obligation or liability to deduct or remit any statutory or government remittances.

CONFIDENTIAL INFORMATION

11. The Integrity Commissioner acknowledges that the Village is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Accordingly, the Integrity Commissioner, and any person assisting with the investigation at the request of the Integrity Commissioner, shall not to disclose information subject to the *MFIPPA* except as may be necessary in the proper discharge of his or her duties and responsibilities pursuant to the terms of this Agreement, and in accordance with the Municipal Act and *MFIPPA*.

This Article shall survive the termination of this Agreement.

DELEGATION

12. The Integrity Commissioner shall not assign or sublet the whole or any part of this Agreement without the prior consent of the Village.

INSURANCE

13. The Integrity Commissioner shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the Village, including the following:

Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the Integrity Commissioner relating to her or her obligations under this Agreement. Such

insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal and advertising injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employer's liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

The Integrity Commissioner is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the Village upon the signing of this Agreement.

INDEMNITY

14. The Village hereby agrees to indemnify and save harmless the Integrity Commissioner and his or her delegates from and against any and all liabilities, losses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Integrity Commissioner and his or her delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions.

The Integrity Commissioner shall indemnify and hold the Village harmless from and against any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions. Further, this indemnity shall hold the Village harmless from and against any liability, loss, claims, demands, costs (including legal costs), damages, suits, judgments, penalties, and expenses, including reasonable, occasioned wholly or in part by any negligence, acts or omissions whether willful or otherwise by the Integrity Commissioner, their agents, officers, employees or other persons for whom the Integrity Commissioner is legally responsible.

In the event of any dispute with respect to the payment of the invoices, or any other matter in dispute which cannot otherwise be resolved between the Integrity Commissioner and the Village, the Parties hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the Village and the Integrity Commissioner agree to equally share the cost of the arbitrator and any related expenses.

This Article shall survive termination of this Agreement.

GENERAL PROVISIONS

15. This Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario.
16. If any provision of this Agreement is declared to be void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
17. This Agreement, along with the attached Schedule, constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings and agreement, whether verbal or written, with respect to any matters referred to in this Agreement.

18. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

The Parties have executed this Agreement this day of , 2019.

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

“I/We have the authority to bind the Corporation”

INTEGRITY COMMISSIONER

“I have the authority to bind the Corporation”

SCHEDULE "A" to the Agreement
STATEMENT OF DUTIES AND RESPONSIBILITIES

The duties of the Integrity Commissioner shall be:

EDUCATION AND ADVICE

1. Upon the request of Council, to provide advice, education, and training on the Code of Conduct to Members of Council and those to whom the Code applies, either collectively or individually, for Members of Council.
2. Upon the request of Council, to provide advice, education, and training on the Code of Conduct for Local Boards (if applicable) to the Members of the Local Board and those to whom the Code applies, either collectively or individually, for Members of Local Boards.
3. To provide advice and opinions to Members of Council and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the Municipalities governing ethical behaviour.
4. Upon the request of Council, to provide educational information to the municipality and the public about the municipality's codes of conduct for members of council and members of local boards (if applicable), and about the *Municipal Conflict of Interest Act*.
5. At the request of Council, to develop policies and procedures for the Office of the Integrity Commissioner, and to review these.
6. At the request of Council, to review the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable) and any related policies and procedures, as required, and to make recommendations for any needed changes in respect thereof.

INVESTIGATIONS

7. In accordance with the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), other applicable ethics-related policies, rules or procedures and the policies and procedures for conducting investigations, to engage in dispute resolution activities as deemed appropriate in advance of or as part of any investigation.

8. In conducting any investigations under this Agreement, to have regard to the importance of:
 - a. the investigator's independence and impartiality;
 - b. confidentiality with respect to the investigator's activities; and
 - c. the credibility of the investigator's investigative process.
9. To conduct investigations from time to time upon receipt of a request for investigation (a "Request") in respect of complaints and alleged breaches of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), or other applicable ethics-related policies, rules or procedures and to provide recommendations based on the outcome of the investigation.
10. To proceed without undue delay and with due diligence to investigate a Request and to report to the Council of the affected Municipality within a reasonable period of time.
11. To conduct each investigation in private and to not disclose the identity of the complainant to any person/body unless written authorization to do so is obtained from the complainant.
12. To hear or obtain information from such persons as the Integrity Commissioner thinks fit and to make such inquiries as he/she thinks fit.
13. To provide an opportunity to any person that may be adversely affected by a proposed report of the Integrity Commissioner, the opportunity to make representations respecting such report or recommendation.
14. To preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Integrity Commissioner's opinion ought to be disclosed in order to establish grounds for his/her conclusions and recommendations.
15. After making an investigation into an alleged breach of the Council Code of Conduct, the Integrity Commissioner shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct and, if so, recommend to the Council of the affected municipality any appropriate sanction(s) or remedial action(s).
16. After making an investigation into an alleged breach of the Code of Conduct for Local Boards (if applicable), the Integrity Commissioner shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct and, if so, recommend to the Local Board any appropriate sanction(s) or remedial action(s).

17. After making an investigation into an alleged breach of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall render an opinion as to whether or not a Member of Council or a Member of a Local Board has contravened the *Act*, and if so whether any sanction or further action is recommended.

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:
**Recorded Vote Requested
By:**

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Mark Scullino of Christmas in Merrickville; and

_____ That Council does hereby waive the rental fees associated with the Merrickville Community Centre for the purposes of the 2019 Christmas in Merrickville event.

AND/OR

_____ That Council does hereby waive the rental fees associated with the Merrickville Community Centre for the purposes of Christmas in Merrickville in perpetuity.

Carried / Defeated

J. Douglas Struthers, Mayor

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:
Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that: By-law 08-2019, being a by-law to confirm the proceedings of the Council meeting of February 11, 2019, be read a first and second time, and that By-law 08-2019 be read a third and final time and passed.

Carried / Defeated

J. Douglas Struthers, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 08-2019

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD AT ITS MEETING HELD ON FEBRUARY 11, 2019

WHEREAS section 5(3) of the Municipal Act, 2001 states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Village of Merrickville-Wolford (hereinafter referred to as "Council") at its meeting held on February 11, 2019 be confirmed and adopted by by-law;

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford hereby enacts as follows:

1. The proceedings and actions of Council at its meeting held on February 11, 2019 and each recommendation, report, and motion considered by Council at the said meeting, and other actions passed and taken by Council at the said meeting are hereby adopted, ratified and confirmed.
2. The Mayor or his or her designate and the proper officials of the Village of Merrickville-Wolford are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and, except where otherwise provided, the Mayor and Clerk are hereby directed to execute all documents necessary in that regard, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Municipality to all such documents.

This by-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and passed on the 11th day of February, 2019.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:
Recorded Vote Requested By:

Cameron	Y	N
Foster	Y	N
Halpenny	Y	N
Molloy	Y	N
Struthers	Y	N

Resolution Number: R - - 19

Date: February 11, 2019

Moved by: Cameron Foster Halpenny Molloy

Seconded by: Cameron Foster Halpenny Molloy

Be it hereby resolved that:

This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at _____ p.m. until the next regular meeting of Council on Monday, February 25, 2019 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried / Defeated

J. Douglas Struthers, Mayor