



**VILLAGE OF MERRICKVILLE-WOLFORD**

**Agenda for Council  
Council Chambers**

Council Meeting 5:30 p.m.

Tuesday, February 27, 2018

1. **Call to Order**
2. **Disclosure of Pecuniary Interest and the general nature thereof**
3. **Approval of the Agenda**
4. **In Camera:** 1. Personal matters about an identifiable individual

**The regular Council session will reconvene at 7:00 p.m.**

5. **Minutes:** Approval of the Minutes of the special meeting of January 22, 2018;  
Approval of the Minutes of the regular meeting of January 29, 2018; and  
Approval of the Minutes of the regular meeting of February 12, 2018
6. **Public Question Period to Council**
7. **By-Laws:** By-law 13-2018 re: Appointment of Interim CAO/Clerk/Treasurer
8. **Correspondence:** Letter from Nigel White re: Termination of employment agreement
9. **Economic Develop.:** Business Retention and Expansion (BR+E) Update; and  
Resolution re: United Counties of Leeds and Grenville Business Directory
10. **Canada Day:** Resolution re: Contract with Royal Pyrotechnie for fireworks
11. **Planning:** Resolution re: Application for Consent B-71-17; and  
Resolution re: Reserve imposed by Counties' Consent Granting Authority
12. **Library:** Minutes of the Merrickville Public Library Board dated January 9, 2018
13. **Fire Department:** Resolution re: Support nomination for Alternate Fire Coordinator; and  
FD-04-2018 re: proposed changes to the *Fire Protection and Prevention Act*
14. **Finance:** By-law 14-2018 to amend By-law 24-03 re: 2018 water and sewer rates;  
By-law 12-2018 re: Ontario Community Infrastructure Fund Agreement; and  
Resolution re: Statement of Remuneration and Expenses of Council,  
Committee and Board Members
15. **Notices of Motion:** Resolution re: Advisory Committee Length of Term Report; and  
Resolution re: Pre-budget approval for Community Grants line item
16. **Public Question Period to Council**
17. **Next meeting of Council:** March 12, 2018 at 7:00 p.m.
18. **Confirming By-Law:** 15-2018 re: Confirm Proceedings of Council meeting of February 27, 2018
19. **Adjournment.**

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

### 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 27, 2018 as:

\_\_\_ circulated.

\_\_\_ amended.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

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**VILLAGE OF MERRICKVILLE-WOLFORD**

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford moves to "In Camera" at \_\_\_\_\_ in order to address a matter pertaining to:

\_\_\_\_\_ security of the property of the municipality or local board,

**X** \_\_\_\_\_ personal matters about an identifiable individual, including municipal or local board employees,

\_\_\_\_\_ a proposed or pending acquisition of land for municipal or local board purposes,

\_\_\_\_\_ a proposed or pending possible disposal of municipal or local board land,

\_\_\_\_\_ labour relations or employee negotiations

\_\_\_\_\_ litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board,

\_\_\_\_\_ receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose,

\_\_\_\_\_ A matter in respect of which a Council, board or local committee or other body may hold a closed meeting under another Act. 2001 c.25, s.239 (2)

\_\_\_\_\_ the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the council, board or commission or other body is the head of an institution for the purposes of that Act. 2001 c. 25,s. 239(3)

\_\_\_\_\_ The meeting is held for the purpose of educating or training the members and is generally regarding \_\_\_\_\_ .2001 c.25 s. 239(4); 2006 c. 32, Sched. A, s. 103(2) and where no member discusses or deals with any matter in a way that materially advances the business or decision making of the council, local board or committee. 2006 c. 32, Sched A, s. 103(1)

Carried / Defeated

\_\_\_\_\_  
 David Nash, Mayor

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

the "In Camera" session rise and report at \_\_\_\_\_ p.m. with staff being given direction, and the regular Council session resume at 7:00 p.m.

Carried / Defeated

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David Nash, Mayor

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**VILLAGE OF MERRICKVILLE-WOLFORD**

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special Council meeting of January 22, 2018 as:

\_\_\_\_\_circulated.

\_\_\_\_\_amended.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

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

Monday, January 22, 2018

A special meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 5:00 p.m. on Monday, January 22, 2018.

**Chaired by:** Deputy Mayor Barr  
**Members of Council:** Councillor Chuck MacInnis  
Councillor Stephen Ireland  
Councillor Kim Weedmark  
Councillor David Snowdon  
Councillor Vic Suthren  
**Regrets:** Mayor David Nash

**Staff in Attendance:** Christina Conklin, Deputy Clerk

**Disclosure of Pecuniary Interest and the general nature thereof:** None

**Approval of Agenda**

The agenda was amended to include By-law 06-2018 and a Public Question Period to Council.

**R-027-18** Moved by Councillor Suthren, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the special Council meeting of January 22, 2018, as amended.

Carried

**Council Schedule:** A discussion was had regarding the January 29, 2018 Council meeting. It was decided to proceed with the January 29, 2018 meeting as scheduled.

**By-laws:**

**R-028-18** Moved by Councillor Snowdon, Seconded by Councillor Weedmark  
**Be it hereby resolved that:** By-law 06-2018, being a by-law to appoint Sheena Earl as a Deputy Clerk for an interim period, be read a first and second time, and that By-law 06-2018 be read a third and final time and passed.

Carried.

**R-029-18** Moved by Councillor MacInnis, Seconded by Councillor Suthren  
**Be it hereby resolved that:** By-law 05-2018, being the 2018 Interim Tax By-law, be read a first and second time, and that By-law 05-2018 be read a third and final time and passed.

Carried.

**In Camera**

**R-030-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to "In Camera" at 5:12 p.m. in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees.

Carried

**Note:** Christina Conklin left the meeting at 5:13 p.m., with Sheena Earl taking over the Clerk duties for the remainder of the meeting.

**R-031-18** Moved by Councillor Ireland, Seconded by Councillor MacInnis

**Be it hereby resolved that:** The "In Camera" session rise and report, with staff being given direction, and the regular council session resume at 7:20 p.m.

Carried

**R-032-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland

**Be it hereby resolved that:** The Council engage the professional services of Mr. Nigel White on an interim basis.

Carried

**Adjournment**

**R-033-18** Moved by Councillor Weedmark, Seconded by Councillor MacInnis

**Be it hereby resolved that:** This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 7:25 p.m. until the next regular meeting of Council on January 29, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried.

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Anne Barr, Deputy Mayor

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Christina Conklin, Deputy Clerk

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## VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if  
required:

**Recorded Vote  
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**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 29, 2018 as:

\_\_\_circulated.

\_\_\_amended.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor



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

Monday, January 29, 2018

A regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 7:00 p.m. on Monday, January 29, 2018.

**Chaired by:** Mayor David Nash  
**Members of Council:** Councillor Chuck MacInnis  
Councillor Stephen Ireland  
Councillor Kim Weedmark  
Councillor David Snowdon  
Deputy Mayor Anne Barr  
Councillor Vic Suthren

**Staff in Attendance:** Sheena Earl, Interim Deputy Clerk  
Nigel White, Interim CAO/Treasurer

**Disclosure of Pecuniary Interest and the general nature thereof:** None

**Approval of Agenda**

**R-034-18** Moved by Councillor Suthren, Seconded by Deputy Mayor Barr

**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 29, 2018, as amended.

Carried

**In Camera**

**R-035-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to "In Camera" at 5:34 p.m. in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees.

Carried

**R-036-18** Moved by Councillor Suthren, Seconded by Councillor Weedmark

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby rise and report from the "In Camera" session at 6:34 p.m. with staff being given direction, and will recess until the regular Council session resumes at 7:00 p.m.

Carried

**Note:** Regular Council session resumed at 7:08 p.m.  
Staff now in attendance are Fire Chief, Mark Urquhart, and Chief Building Official, Randy Wilkinson.

## Minutes

**R-037-18** Moved by Councillor Suthren, Seconded by Councillor Weedmark  
**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 8, 2018, as circulated.

Carried

## Delegations

**R-038-18** Moved by Councillor MacInnis, Seconded by Councillor Ireland  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of the Merrickville and District Chamber of Commerce.

Carried.

**R-017-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the transfer of any of the unused balance of what was allocated in 2017 to the Communities in Bloom Committee, to be transferred to Merrickville-Wolford in Bloom.

Defeated.

## Planning

**R-039-18** Moved by Councillor Weedmark, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Application for Consent B-6-18 of Sheldon Robert and Lisa Hale regarding 1171 Pioneer Road.

Carried.

## Fire Department

**R-040-18** Moved by Councillor Ireland, Seconded by Councillor Suthren  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-01-2018 regarding fire apparatus replacement and fleet status, for information purposes.

Carried.

**R-041-18** Moved by Councillor Weedmark, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-02-2018, the 2017 fourth quarter and year-end report of the Merrickville Fire Department, for information purposes.

Carried.

**Note:** Brad Cole was introduced as the new Deputy Fire Chief.

## Library

**R-042-18** Moved by Councillor Weedmark, Seconded by Councillor MacInnis  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Minutes of the Merrickville Public Library Board dated December 5, 2017, for information purposes.

Carried.

**Notices of Motion**

**R-043-18** Moved by Councillor Weedmark, Seconded by Councillor MacInnis

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby amend the 2018 Council Meeting Schedule as follows; The regular Council meeting scheduled for Monday, October 22, 2018 is hereby rescheduled to take place on Tuesday, October 23, 2018, due to the municipal elections.

Carried.

**R-044-18** Moved by Councillor MacInnis, Seconded by Deputy Mayor Barr

**WHEREAS** Ontarians identify infrastructure and transit as the biggest problems facing their municipal government and Ontarians already pay the highest property taxes in the country;

**AND WHEREAS** municipalities have limited authority to make changes that are needed to reduce the cost of delivering municipal services and financing infrastructure projects;

**AND WHEREAS** a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases shows there to be an unfunded average annual need of \$4.9 billion to fix local infrastructure and provide for municipal operating needs;

**AND WHEREAS** this gap calculation presumes all existing and multi-year planned federal and provincial transfers to municipal governments will be fulfilled;

**AND WHEREAS** each municipal government in Ontario faces unique issues, fiscal health is a challenge shared by all municipal governments, regardless of size;

**AND WHEREAS** diversifying municipal revenues strengthens municipal long-term infrastructure planning and financing and would reduce the vulnerability of municipal governments to any federal or provincial changes and their own respective fiscal health;

**AND WHEREAS** a 1% increase to the provincial portion of the HST, adjusted for low income rebates, would result in about \$2.5 billion in new revenue would be distributed equitably to help every municipal government in Ontario fund their infrastructure and services with greater predictability;

**THEREFORE, BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford supports the Association of Municipalities of Ontario in its efforts to secure this new source of revenue to help fund critical municipal services like roads, bridges, transit, clean water and other services.

Deferred.

**By-Laws**

**R-045-18** Moved by Councillor Suthren, Seconded by Councillor MacInnis

**Be it hereby resolved that:** By-law 09-2018, being a by-law to appoint a Workplace investigator, be read a first and second time, and that By-law 09-2018 be read a third and final time and passed.

Carried.

**R-046-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland

**Be it hereby resolved that:** By-law 08-2018, being a by-law to appoint an Interim Treasurer/CAO, be read a first and second time, and that By-law 08-2018 be read a third and final time and passed.

Carried.

**Confirming By-Law**

**R-047-18** Moved by Councillor Snowdon, Seconded by Councillor Weedmark

**Be it hereby resolved that:** By-law 07-2018, being a by-law to confirm the proceedings of the Council meeting of January 29, 2018, be read a first and second time, and that By-law 07-2018 be read a third and final time and passed.

Carried.

**Adjournment**

**R-048-18** Moved by Councillor Suthren, Seconded by Councillor Snowdon

**Be it hereby resolved that:** This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:52 p.m. until the next regular meeting of Council on Monday, February 12, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried.

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David Nash, Mayor

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Arie Hoogenboom, CAO/Clerk/Treasurer

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## VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**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 February 12, 2018 as:

\_\_\_circulated.

\_\_\_amended.

Carried / Defeated

David Nash, Mayor

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

Monday, February 12, 2018

A regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 5:30 p.m. on Monday, February 12, 2018.

**Chaired by:** Mayor David Nash  
**Members of Council:** Councillor Chuck MacInnis  
Councillor Stephen Ireland  
Councillor Kim Weedmark  
Councillor David Snowdon  
Deputy Mayor Anne Barr  
**Regrets:** Councillor Vic Suthren

**Staff in Attendance:** Sheena Earl, Interim Deputy Clerk  
Nigel White, Interim CAO/Treasurer

**Disclosure of Pecuniary Interest and the general nature thereof:** None

**Approval of Agenda**

**R-049-18** Moved by Councillor Ireland, Seconded by Councillor MacInnis  
**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 12, 2018, as circulated.

Carried

**In Camera**

**R-050-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to "In Camera" at 5:45 p.m. in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees.

Carried

**R-051-18** Moved by Councillor Weedmark, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** The "In Camera" session rise and report, with staff being given direction, and the regular Council session resume at 7:00 p.m.

Carried

**Note:** Staff members now in attendance are: Fire Chief, Mark Urquhart; Deputy Clerk, Christina Conklin; By-law Enforcement Officer, Jerry Jopling; Librarian, Mary Kate Laphen; and Chief Building Official, Randy Wilkinson.

## **Minutes**

**R-052-18** Moved by Councillor Snowdon, Seconded by Deputy Mayor Barr  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special Council meeting of January 19, 2018, as circulated.

Carried

## **Building**

**R-053-18** Moved by Deputy Mayor Barr, Seconded by Councillor MacInnis  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford hereby receives report CBO-01-2018; and

That Council approve the application for Heritage Property Tax Relief for the property at 206 Colborne Street East, Merrickville, Ontario.

Carried.

**Planning:** An update was given with respect to the Official Plan Amendment No. 3

**R-057-18** Moved by Councillor Weedmark, Seconded by Deputy Mayor Barr  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby direct the Chief Building Official to produce a question(s) with respect to the necessity of the 0.3m reserve requirements in time for the County Council meeting on February 22, 2018; and

That Council direct the Chief Building Official to produce a motion for County Council asking for support from other municipalities to remove the 0.3m reserve requirement for consents in Agricultural Zones, for that same meeting.

Carried.

## **By-law Enforcement**

**R-054-18** Moved by Councillor Ireland, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** By-law 10-2018, being a by-law to appoint a Municipal By-Law Enforcement Officer, be read a first and second time, and that By-law 10-2018 be read a third and final time and passed.

Carried.

## **Emergency Planning**

**R-055-18** Moved by Councillor MacInnis, Seconded by Councillor Ireland  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-03-2018, being the 2017 Emergency Management Program Annual Review, for information purposes.

Carried.

## **Environment:**

**R-056-18** Moved by Councillor Weedmark, Seconded by Councillor Snowdon  
**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Minutes of the Rideau Valley Conservation Authority dated December 14, 2017, for information purposes.

Carried.

**Finance:**

**R-058-18** Moved by Councillor Snowdon, Seconded by Deputy Mayor Barr

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the 2018 tax levy of \$2,913,354.

Defeated.

**Note:** Councillor MacInnis declared a pecuniary interest with respect to the following matter and, as such, did not vote.

**R-059-18** Moved by Deputy Mayor Barr, Seconded by Councillor Weedmark

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-01-2018 regarding 2018 Community Grants; and

That Council approves the allocation of grants to groups, as attached, under the Community Grants and Donations Policy, as proposed during the 2018 budget deliberations.

Carried.

**Unfinished Business**

**R-060-18** Moved by Councillor Weedmark, Seconded by Councillor MacInnis

**WHEREAS** Ontarians identify infrastructure and transit as the biggest problems facing their municipal government and Ontarians already pay the highest property taxes in the country;

**AND WHEREAS** municipalities have limited authority to make changes that are needed to reduce the cost of delivering municipal services and financing infrastructure projects;

**AND WHEREAS** a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases shows there to be an unfunded average annual need of \$4.9 billion to fix local infrastructure and provide for municipal operating needs;

**AND WHEREAS** this gap calculation presumes all existing and multi-year planned federal and provincial transfers to municipal governments will be fulfilled;

**AND WHEREAS** each municipal government in Ontario faces unique issues, fiscal health is a challenge shared by all municipal governments, regardless of size;

**AND WHEREAS** diversifying municipal revenues strengthens municipal long-term infrastructure planning and financing and would reduce the vulnerability of municipal governments to any federal or provincial changes and their own respective fiscal health;

**AND WHEREAS** a 1% increase to the provincial portion of the HST, adjusted for low income rebates, would result in about \$2.5 billion in new revenue would be distributed equitably to help every municipal government in Ontario fund their infrastructure and services with greater predictability;



**THEREFORE, BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford supports the Association of Municipalities of Ontario in its efforts to secure this new source of revenue to help fund critical municipal services like roads, bridges, transit, clean water and other services.

Defeated.

**Addition to the Agenda:**

**R-061-18** Moved by Councillor Weedmark, Seconded by Councillor MacInnis

**Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint Arie Hoogenboom as an Interim Chief Administrative Officer/Clerk effective February 13, 2018.

Carried.

**Public Question Period:**

A resident inquired as to why the current process for community grants is not terminated and a working group created in order to produce a better policy. Council requested this be added to a future agenda.

A resident inquired as to why the By-Law Enforcement Officer position was filled.

**Confirming By-Law**

**R-062-18** Moved by Councillor Snowdon, Seconded by Councillor MacInnis

**Be it hereby resolved that:** By-law 11-2018, being a by-law to confirm the proceedings of the Council meeting of February 12, 2018, be read a first and second time, and that By-law 11-2018 be read a third and final time and passed.

Carried.

**Adjournment**

**R-063-18** Moved by Councillor Weedmark, Seconded by Councillor Ireland

**Be it hereby resolved that:** This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:37 p.m. until the next regular meeting of Council on Monday, February 26, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried.

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David Nash, Mayor

---

Arie Hoogenboom, CAO/Clerk/Treasurer

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Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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**VILLAGE OF MERRICKVILLE-WOLFORD**

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:** By-Law 13-2018, being a by-law to authorize the execution of Municipal Services Agreement between the Village of Merrickville-Wolford and A&B Municipal Solutions and to appoint Arie Hoogenboom as Interim CAO/Clerk/Treasurer, be read a first and second time, and that By-Law 13-2018 be read a third and final time and passed.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

**CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**

**BY-LAW NO. 13 - 2018**

**BEING** a By-law to authorize the execution of a Municipal Services Agreement, between the Corporation of the Village of Merrickville-Wolford and A & B Municipal Solutions (Arie Hoogenboom) and to appoint Arie Hoogenboom as Interim Chief Administrative Officer/Clerk/Treasurer

**WHEREAS** by the Municipal Act, S.O. 2001, c.25 and amendments, a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** the Municipal Act, S.O. 2001, c.25, sections 228, 229 and 286 permit a municipality to appoint a Clerk, a Chief Administrative Officer and a Treasurer, respectively;

**AND WHEREAS** Council deems it expedient to enter into a Municipal Services agreement to appoint the following personnel to these positions in accordance with the applicable statute;

**NOW THEREFORE** the Council of the Corporation of the Village of Merrickville-Wolford does enact as follows:

1. **THAT** Arie Hoogenboom be and is hereby appointed to the position of Chief Administrative Officer/Clerk/Treasurer to act in accordance with the provisions set out by the Municipal Act S.O. 2001, c.25, as amended.
2. **THAT** the Municipal Services Agreement attached hereto and marked as Schedule "A" to this By-Law is hereby approved and the Mayor is hereby authorized to execute said agreement under the Corporate Seal.
3. **THAT** By-law 08-2018, being a by-law to appoint Nigel White as Interim CAO/Treasurer, is hereby repealed.
4. **THAT** By-law 06-2018, being a by-law to appoint Sheena Earl as Interim Deputy Clerk, is hereby repealed.

**READ** a first and second time this 27<sup>th</sup> day of February, 2018.

**READ** a third and final time and passed this of 27<sup>th</sup> day of February, 2018.

---

David Nash  
MAYOR

---

Christina Conklin  
DEPUTY CLERK

SCHEDULE "A" TO BY-LAW # 13 - 2018

**MUNICIPAL SERVICES CONTRACT**

THIS AGREEMENT is made in duplicate this 27th day of February, 2018

BETWEEN:

**The Village of Merrickville-Wolford**  
hereinafter named the "Municipality" of the first part

-and-

**A & B Municipal Solutions**  
**(Arie Hoogenboom)**  
hereinafter named "Hoogenboom" of the second part

**WHEREAS** the Council of the Municipality has established its intent to operate utilizing a CAO system of administration and has by by-law established the Office of Chief Administrative Officer/Clerk;

**AND WHEREAS** the Council of the Municipality intends to appoint Hoogenboom to the position of Interim Chief Administrative Officer/Clerk/Treasurer;

**AND WHEREAS** the holder of such Office shall have such general control and management of the administration and the government and affairs of the Municipal Corporation and perform such duties as the Council, by by-law, prescribes;

**AND WHEREAS** the holder of such Office shall be responsible for the efficient administration of all the Municipality's departments to the extent that he is given authority and control over them, and subject to the statutory provisions affecting the duties of other Municipal Officers and employees;

**AND WHEREAS** the Mayor, on behalf of the Municipality, has been authorized by by-law to execute a Municipal Services Contract with Hoogenboom;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and other valuable consideration, the covenants and agreements, made by the one party with the other, the Municipality and Hoogenboom do covenant and agree the one with the other as follows:

**Appointment and Duties:**

1. The Municipality hereby appoints Hoogenboom as Interim Chief Administrative Officer/Clerk/Treasurer of the Municipality.

2. The duties, responsibilities and authority of Hoogenboom shall generally be as set forth by Council and Municipal Legislation.
3. Hoogenboom agrees to abide by the Municipality's policies and procedures. As circumstances change, the Municipality may need to alter or add to these policies and procedures.

**Term:**

4. Hoogenboom will hold office for a fixed term, commencing February 15, 2018 and ending May 1, 2018; subject to the provisions for renewal and termination set out below.

**Conditions of Employment:**

5. The Municipality shall pay Hoogenboom \$75.00 per hour plus any applicable H.S.T. Hoogenboom shall not be entitled to receive overtime; however, he shall be given the opportunity to arrange his schedule in order to ensure maximum coverage for after-hour meetings and work commitments.
6. Hoogenboom agrees that he shall submit a timesheet indicating his hours of work for approval to the Mayor or designate bi-weekly in order to receive pay. His hours of work shall generally be 8-hour days with a one-hour paid lunch. Hoogenboom shall not be paid for any time required to travel to and from work.
7. Hoogenboom shall not be entitled to vacation credits, statutory holiday pay, sick time or any benefits during the duration of this contract. Hoogenboom shall receive 4% pay in lieu on each cheque.
8. Hoogenboom shall receive a mileage allowance of \$0.50 / km when travelling on behalf of the municipality.

**End of Employment:**

9. This agreement may cease under any of the following circumstances:
  - Hoogenboom may resign by giving the Municipality not less than two (2) weeks notice in writing.
  - The Municipality may terminate Hoogenboom without just cause at any time during the length of the contract. The Municipality shall provide Hoogenboom two (2) weeks notice, or two (2) weeks pay in lieu of notice.
  - The Municipality may terminate Hoogenboom's employment for just cause at any time without notice, pay in lieu of notice, severance pay or other liability; **OR:**
  - On May 1, 2018 without any further notice of termination or pay in lieu of notice.

10. If Hoogenboom's services continue past May 1, 2018 without being formally renewed in writing, the terms of this agreement including termination provisions will continue to apply. After May 1, 2018 an increase to \$80.00 / hour will be put in place.

**Confidentiality:**

11. Hoogenboom agrees not to retain, reproduce, disclose, publish or use any confidential information relating to the Municipality either during or after this agreement ends, unless required to do so by law.

**Conflict of Interest:**

12. Hoogenboom agrees to devote his time, attention, effort and ability to the Municipality.

**General:**

- 13. The terms and conditions of this contract may only be amended by mutual consent of the parties.
- 14. If any term of this agreement is found to be invalid or unenforceable, in whole or in part, the validity or enforceability of any other provision will not be affected.
- 15. This agreement constitutes the entire services agreement between the parties.
- 16. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the **Municipality** of the First Part and **Hoogenboom** of the Second Part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

This \_\_\_ day of \_\_\_\_\_, 2018, in the presence of

**THE VILLAGE OF MERRICKVILLE-WOLFORD**

Per: \_\_\_\_\_  
David Nash, Mayor

\_\_\_\_\_  
Witness

**MUNICIPAL CONSULTANT**

Per: \_\_\_\_\_  
A & B Municipal Solutions  
Arie Hoogenboom

\_\_\_\_\_  
Witness

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive and accept the termination notice letter of Nigel White dated February 13, 2018.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

February 13, 2016

Mayor H. Rash  
Village of Merrickville-Wolford

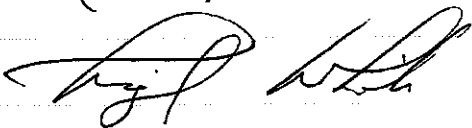
Dear Mayor Rash;

Please accept this letter as my formal termination notice of my temporary employment agreement with Merrickville-Wolford as per section 10 of said agreement

I am providing the five (5) days working notice as per Section 10 (b) of the agreement, effective as of today's date

Therefore my last working day will be February 23rd at the latest

Respectfully Submitted



NIGEL WHITE



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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Business Retention and Expansion (BR+E) update from the Industry, Economic Development and Tourism Advisory Committee, for information purposes.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

**Information Item for Council**  
**Submitted by the Industry, Economic Development and Tourism Advisory Committee**  
(hereafter referred to as the Ec Dev Committee)

**United County of Leeds and Grenville Economic Development**  
**Multi-Level Business Retention & Expansion Project**

**Merrickville-Wolford Participation**

**BACKGROUND**

Business Retention & Expansion (BR&E) is a structured Ontario Ministry of Agriculture and Rural Affairs (OMAFRA) program for business and economic development. It assists municipalities and counties to establish projects and prioritize their efforts to support existing businesses to promote job growth by learning about issues and opportunities for local businesses through engaging existing businesses to identify their needs and concerns.

**Rationale for BR&E**

- Existing businesses create more jobs: 76-90 % of new jobs come from existing businesses
- Existing businesses are already invested in the community: easier and less expensive to retain business than attract new business
- Existing businesses can be an ambassador for the community: assist in identifying potential targets for attraction efforts
- Provides an early warning system: allows proactive efforts in supporting businesses that are thinking of expanding or, closures could be averted if businesses were connected with required resources
- Improves the community's self-awareness: local business climate supported through strategic planning, policy review and business communications of existing resources and support programs.

A BR+E project makes use of trained staff and volunteers to visit businesses and conduct confidential interviews with senior management or owners. Data analysis and action planning is then undertaken to identify issues and opportunities facing businesses and build implementation plans to address them.

**United Counties of Leeds and Grenville Leadership**

- Business Retention and Expansion is a strategic focus for the Counties Economic Development Division.
- In 2017 UCLG made application to the Rural Economic Development Program of OMAFRA for a multi-level BR&E project.
- Augusta, Merrickville-Wolford (M-W) and Rideau Lakes financially support the submission that would include a focused BR&E report for each of their municipalities.
- In April 2017 M-W Council approved financial support of \$10,000 for the project.
- In late 2017 OMAFRA approved the Counties' request for funding and their staff began to implement the project.

**RECENT ACTIVITIES**

- January 2018 UCLG advised their member municipalities of the BR&E project approval.
- January 2018 M-W Ec Dev Committee was asked to suggest/volunteer a Coordinator for the M-W participation.
- The Coordinator would coordinate the recruitment and training of volunteers and work with the Counties staff to organize business visits to complete the surveys.
- The Ec Dev Committee selected from within Cheri Kemp-Long to be the Municipal Team Coordinator with Yves Grandmaitre as Co-Coordinator.
- The Municipal Coordinator will work with the Counties Ec Dev staff and Leadership Team in their role as Executive Committee for the overall Multi-level BR&E project.

- Cheri and Yves attended the training for Coordinators on February 15<sup>th</sup>; as did Terry Gilhen also from the Ec Dev Committee .
  - two immediate priorities that resulted from that training –
    1. a Municipal Leadership Team was to be established and the County advised; and,
    2. the survey was to be reviewed to determine if any additional questions were required.
- The Leadership Team would also need to build a team of volunteers to conduct the confidential interviews and be trained in that regard.
  - The Leadership Team to be comprised of 12-18 individuals who will promote and motivate others in their municipality to participate.
  - Members of the Leadership Team should be volunteers known and respected in the community by businesses; i.e. current members of municipal economic development committees, economic development service agencies, business people, or retired business professionals.
  - It is suggested that current sitting political figures **not** participate in surveying of the businesses.
  - At the Ec Dev Committee meeting held on February 20, 2018 it was determined that the best option for the Leadership Team for M-W would be the Ec Dev Committee (including the Chamber of Commerce) in association with a rep from the Agriculture Committee, and the addition of a representative from the Artists Guild. The full membership would be as follows:
    - Jane Graham, Chair
    - Yves Grandmaitre, Secretary and Co-Coordinator of the BR&E project
    - Cheri Kemp-Long, Coordinator of the BR&E project
    - Terry Gilhen
    - Ian Donald
    - CAO, Municipality of M-W
    - Anne Barr, Council rep
    - Dave Snowdon, Council rep
    - Mayor David Nash
    - ?, Merrickville Artists Guild
    - ?, Merrickville & District Chamber of Commerce
    - Chair, M-W Agriculture Committee

## **NEXT STEPS**

- March 5, 2018 the newly formed Municipal Leadership Team is scheduled to gather to discuss the base and sector surveys, recommend any additional questions, and provide suggestions for volunteers to be invited to consider being interviewers.
- March 9, 2018 all BR&E Project Coordinators and CAOs invited to attend a session at UCLG offices to discuss the process going forward, timelines and communications strategy/plan.
- The final scope of the surveys must be agreed to – including the base survey (1.5 hours to complete), sector surveys – agriculture, manufacturing, local food, tourism, and/or downtown/retail (15 mins. each), custom community survey (15 minutes).
- Training will be provided to volunteer and staff interviewers once selected.
- Finalize the list of businesses to be interviewed from databases held by UCLG, OMAFRA, Chamber, Artists Guild as well as any business who volunteer to be included. M-W is estimated to need to interview 60 businesses.
- Interviews will be undertaken – the Ec Dev Committee suggests a target for completion be prior to the long weekend in May to reduce interference with seasonal activities in agriculture and retail/tourism.
- Completed surveys will be sent to the UCLG for data entry and analysis. Draft reports resulting from the data entry and analysis will be reviewed/discussed with the Municipal Leadership Teams before finalization.
- It is estimated that the BR&E project will be completed by October/November 2018.

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby confirm willingness to start with direct feed of the Counties' Business Directory that will feature businesses in the Village of Merrickville-Wolford.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

## Industry, Economic Development Advisory and Tourism Committee

Resolution Number: R-006-18

Date: Feb 20 / 18

Moved by: Terry

Seconded by: Cheri

### Be it hereby resolved that:

The Industry, Economic Development Advisory and Tourism Committee of the Village of Merrickville-Wolford does hereby ask Council to confirm to continue or start with a direct feed of the Counties Business directory that will feature businesses in our municipality.

Carried / Defeated

Jane Graham  
Jane Graham, Chair

**From:** Weir, Ann  
**Sent:** February-17-18 12:20 PM  
**Subject:** Website and Business Directory Update

Good Afternoon,

As some of you may know, Counties has undertaken updating their website to make it more mobile friendly. As part of this update we have introduced two microsities for Economic Development and Tourism. These are currently live but content and photos are still being added and modified.

Economic Development  
<https://invest.leedsgrenville.com/en/index.aspx>

Tourism  
<https://discover.leedsgrenville.com/en/index.aspx>

As part of the website update, the Counties business directory will also undergo a major update. We are currently utilizing the old directory which directly feeds many of your municipal directories. This feed will need to be updated to reflect the new directory format.

Our web provider eSolutions will create new pages with each municipality with your look and feel utilizing a standard template. By creating the new pages, eSolutions will ensure they are the right width, responsive, and accessible while still ensuring the color schemes and logo/header details of each municipality are included. There is no cost required to you for this change other than ensuring your website is linked to the respective template.

We do need your confirmation to move forward in the development of these pages.

**STEPS / ACTIONS:**

1. Confirm you would like to continue or start with direct feed of the Counties business directory that will feature businesses in your municipality.
2. From each municipality we will require a style or branding guide that depicts your preferred color pallet and we will require your logo in vector format so that eSolutions can create these new pages that have your logo/colors and are still responsive and accessible.
3. eSolutions we will provide a new link for each municipality that uses your respective brand

**DEADLINE:** Friday, March 2, 2018 – confirmation and brand elements

**Current Municipal Business Directory Feeds**

Athens – linking to Counties directory specific to Athens  
Augusta - web window with Counties directory feed  
Brockville – web window with Counties directory feed  
Edwardsburgh Cardinal – link to Counties directory  
Elizabethtown-Kitley - web window with Counties directory feed  
Front of Yonge - web window with Counties directory feed  
Gananoque – separate from the Counties directory  
Leeds and the Thousand Islands - web window with Counties directory feed  
Merrickville-Wolford – could not see a business directory on your website  
North Grenville - linking to Counties directory specific to Athens  
Prescott - separate from the Counties directory

Rideau Lakes - web window with Counties directory feed  
Westport – website appears to be down at point of checking

I will away from the office and returning February 28<sup>th</sup>, if you need have any questions in the meantime, please connect with Joanne Poll, Economic Development Administrator and Communication Support – [joanne.poll@uclg.on.ca](mailto:joanne.poll@uclg.on.ca) or 613-342-3840 ext. 5362.

Thank-you in advance for your assistance.

Warm regards,

*Ann*

Ann Weir  
Economic Development Manager  
United Counties of Leeds and Grenville  
32 Wall Street, Suite 300, Brockville, ON K6V 4R9  
E [ann.weir@uclg.on.ca](mailto:ann.weir@uclg.on.ca) [www.leedsgrenville.com/invest](http://www.leedsgrenville.com/invest)  
T 613-342-3840 Ext. 5365 or 800-770-2170 F 613-342-3298 C 613-803-0248

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby authorize the Mayor and CAO/Clerk to sign a 3-year contract with Royal Pyrotechnie for the provision of fireworks for Canada Day celebrations in the amount of \$8,475.00 per year.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor



Good Day Christina and David,

As Chair of the Canada Day Coordinating Committee, it behooves me to express my concern regarding the proposed \$10,000 budget yet to be allocated for Canada Day Celebrations this year.

My primary concern is the three year Fireworks Contract with Royal Pyrotechnics of \$8,475/year. I wonder if there is there a cheaper package you could negotiate and, can you confirm who will ultimately approve the three year contract. The fireworks contract is significant and leaves \$1,525 left to plan the parade and Blockhouse Park activities. The attached budget outlines costs associated with providing a celebration that villagers and tourists have come to expect for some time now. With the significant increase in the cost of fireworks this year, the Coordinating Committee will be very hard pressed to continue our planning with less than the original budget of \$12,000.

As agreed to at the Ad Hoc MW225 Group meeting, I have drafted a list of businesses/organizations that we will approach to solicit funding for MW225 celebrations. Do I need permission to extend this ask to include support for Canada Day Celebrations as well? Please confirm.

Regards,

**Robyn Griff**

Canada Day Coordinating Committee 2018

	Credits	Debit	Balance
Opening Balance	\$ 10,000.00		\$ 10,000.00
MW225	\$ 3,000.00		\$ 3,000.00
Fireworks			\$ 8,475.00
Pipe Band			\$ 500.00
Swords & Ploughshares			\$ 500.00
Shriners			\$ 400.00
Canada Day Cake			\$ 85.00
Legion Lunch			\$ 500.00
Parks Canada Permit			\$ 692.30
Entertainment			
Musicians			\$ 1,200.00
			\$ -
			\$ -
<b>Balance</b>			<b>\$ 12,352.30</b>

2017



**3 year contract  
2018-2019-2020**

**CONTRACT**

**BY AND BETWEEN :**

**PRODUCTIONS ROYAL PYROTECHNIE INC**  
837, chemin Roy, C.P. 369  
Saint-Pie (Québec) J0H 1W0

**Represented by:**  
Yanick Roy, president, general and artistic director

Hereinafter called **Royal**  
(Party of the First Part)

**AND:**

**VILLAGE OF MERRICKVILLE-WOLFORD**  
317, Brock Street West  
Merrickville (Ontario) K0G 1N0

**Represented by:**  
David Nash, mayor

Hereinafter called the **Client**  
(Party of the Second Part)

WHEREAS **Royal** and the **Client** have agreed to enter into a contract between them with respect to the deployment of a fireworks performance to be produced and supplied by **Royal**, on a site made available by the **Client**.

Therefore the Parties agree as follows:

**1. TIME AND PLACE**

	<u>2018</u>	<u>2019</u>	<u>2020</u>
1.1 Event :	Canada Day	Canada Day	Canada Day
1.2 Date of fireworks :	Sunday, July 1st, 2018	Monday, July 1st, 2019	Wednesday, July 1st, 2020
1.2 Time :	22 :00	22 :00	22 :00
1.3 Type :	Traditional	Traditional	Traditional
1.4 Place :	Municipal Beach	Municipal Beach	Municipal Beach
1.5 Date of postponement :	Monday, July 2 <sup>nd</sup> 2018	Tuesday, July 2 <sup>nd</sup> 2019	Thursday, July 2 <sup>nd</sup> 2020
1.6 Budget of the fireworks :	7 500.00 \$ before tx. / 8 475.00 \$ tx. included	7 500.00 \$ before tx. / 8 475.00 \$ tx. included	7 500.00 \$ before tx. / 8 475.00 \$ tx. included

**2. PERMITS**

- 2.1 **Royal**, in collaboration with the **Client**, undertakes to obtain and secure the relevant required authorization(s) from the Fire Prevention Services, or from any other local authorities;
- 2.2 The **Client** undertakes to obtain and secure the land owner's written authorization or any and all other required authorizations;
- 2.3 **Royal** agrees to abide by all federal, provincial and municipal by-law.

**3. LAW**

- 3.1 The **Client**, as organizer and promoter of his event, will acquit all the rights of executions relative to the SOCAN and quite different organizations of the same kind (in the case of a pyromusical show only).

**4. MARKETING AND ADVERTISING**

- 4.1 The **Client** hereby undertakes to register and/or mention the name of **Royal Pyrotechnie** in its programming, on its Website and in any other advertising instrument where the activity of "Fireworks" is mentioned. **Royal** undertakes to provide its logo to the **Client**, upon demand.

Client's initials \_\_\_\_\_

## 8. POSTPONEMENT, CANCELLATION AND OTHER FEES

8.1 The Parties herein are entitled to postpone or cancel the fireworks if and should the security measures in place not meet with the requirements of the Explosives Act and where climatic conditions are unfavourable to the holding of fireworks.

8.2 Definitions :

**POSTPONEMENT:** The fireworks display is postponed from the date initially scheduled in point 1.2 to the date scheduled in 1.6 (or to another date within 6 months from the original date) that suits both parties.

**CANCELLATION:** The fireworks display is cancelled. It will not be postponed to a later date.

8.3 In case of a postponement or a cancellation by either parties, the fees payable by the **Client** are :  
*These fees are calculated on the budget written in point 1.7.*

<b>Time of notice</b>	<b>POSTPONEMENT FEES</b> <i>In addition to the original invoice</i>	<b>CANCELLATION FEES</b> <i>Will replace the original invoice</i>
Before 8 am on the day of the show	10 % + tx	40 % + tx
Between 8 am and arrival of the truck on the site	20 % + tx	50 % + tx
Once installation has started on the site	40 % + tx	60 % + tx

8.4 In the event of a postponement, the **Client** accepts and acknowledges that the fees mentioned in section 8.3 are in addition to the cost of the fireworks written in section 1.7 which the **Client** must pay in full at the new date of the fireworks.

8.5 If the actual time of the launch is altered by more than 30 minutes from the time specified in point 1.3, **Royal** reserves the right to charge additional fees to the **Client**.

## 9. SPECIFIC DURATION AND SPECIAL DISCOUNTS

9.1 The Parties wish that agreement for a duration of **(3)** years, or for years:  
#1-**2018**, #2- **2019** et #3 - **2020**, but conditional in events takes place.

9.2 For a 3 year contract, we offer you the following discounts, for each year:

Total discount of **35 %** in free pyrotechnic parts

This discount is calculated on the value retail pyrotechnic parts of the current year.

Happening a modification of the budget, the percentage will remain the same.

9.3 Happening that the event of the **Client** would not take place, the present contract will be non-valid. The date and the budget of the event are confirmed by the **Client** as soon as possible, or at least **60 days** before date planned the show.

9.4 The **Client** agrees to use the services of **Royal** for all its needs pyrotechnics for the duration of the contract.

Client's initials \_\_\_\_\_

# Merrickville-Wolford Site Plan

Merrickville-Wolford Municipal Grounds & Beach

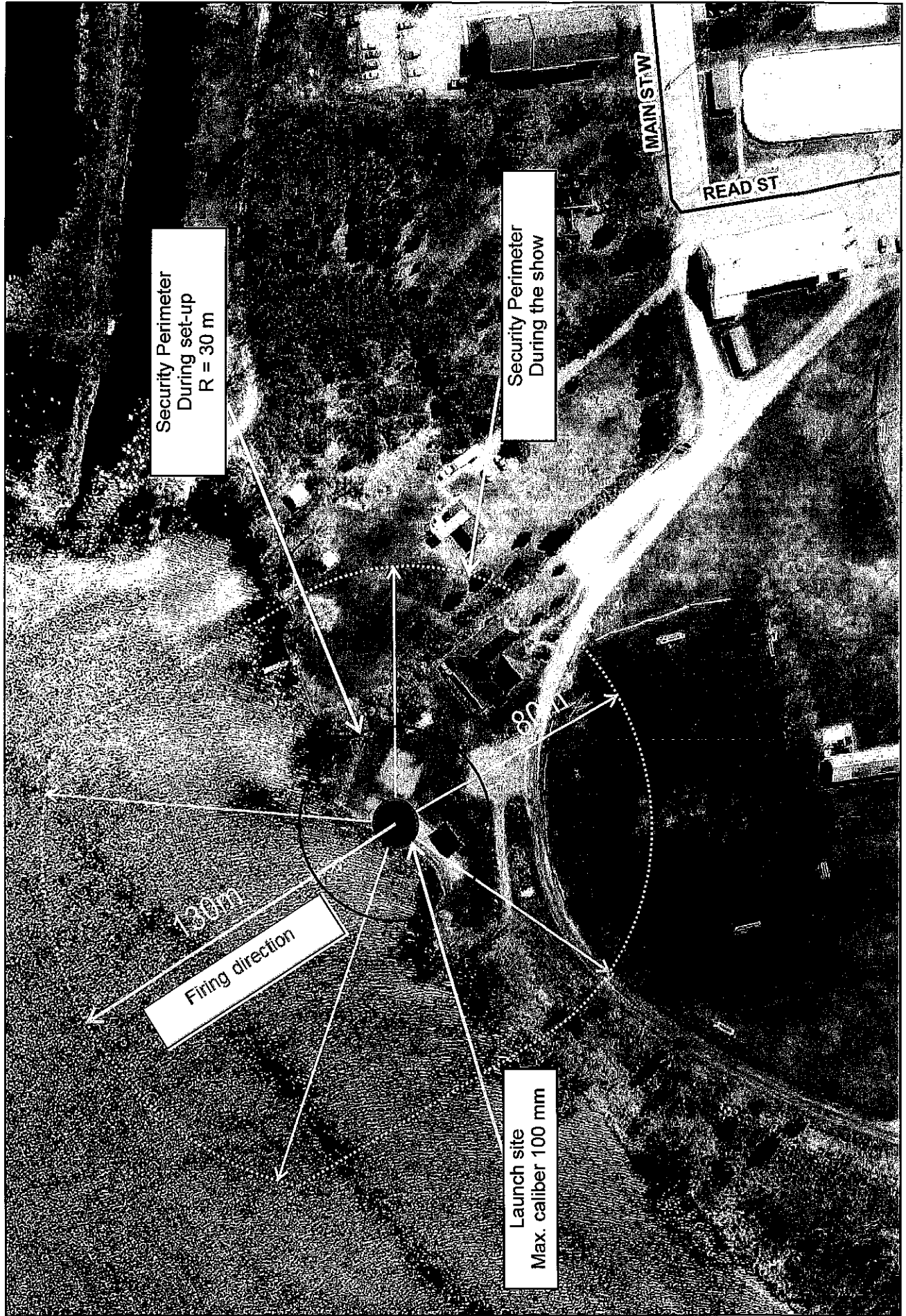
1:1,500

100 Meters

50

25

0





# AUTHORIZATION REQUEST FOR FIREWORKS AND INDOOR PYROTECHNICS

## PART 1 – AUTHORIZATION REQUEST

By the present document, I make a request aiming the holding of a fireworks :

**PRODUCTIONS ROYAL PYROTECHNIE INC**

837, chemin Roy, C.P. 369  
Saint-Pie (Québec) J0H 1W0  
T 450 772-2437 / 1-800-563-2437  
F 450 772-2438

**Name of Supervisor : Charles-Antoine Godue-Faucher**

Fireworks certificate No : **D39645**  
Expiration date : **2022-06**  
Storage location : **Royal Pyrotechnie inc.**

Signature :

*Marie-Claude Lizée*  
Marie-Claude Lizée, Productions Royal Pyrotechnie

## 1. FIREWORKS INFORMATION

Event : **Canada Day**  
Date of fireworks : **Sunday, July 1st, 2018**  
Time : **22 :00**  
Type : **Traditional**  
Place : **Municipal Beach of Merrickville**  
Date of postponement : **Monday, July 2<sup>nd</sup> 2018**

## 2. COSTUMER CONTACT INFORMATION

**VILLAGE OF MERRICKVILLE-WOLFORD**

317, Brock Street West  
Merrickville (Ontario) K0G 1N0  
**David Nash**, mayor  
T 613-269-4791  
[mayor@merrickville-wolford.ca](mailto:mayor@merrickville-wolford.ca)

## PART 2 – LOCAL AUTHORITIES APPROBATION

The applicant conformed to the requirements and obtained the authorization to present a firework to the place and in the date mentioned below:

Name of the local authority: \_\_\_\_\_

Title : \_\_\_\_\_

City : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Comments : \_\_\_\_\_

**CSIO**

**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>		<b>INSURED'S FULL NAME AND MAILING ADDRESS</b>	
Les Productions Royal Pyrotechnies inc.		Productions Royal Pyrotechnie inc.	
		837 Roy Chemin	
	POSTAL CODE	Saint-Pie	Québec
			POSTAL CODE J0H 2W0

**DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)  
 Presentation of pyrotechnical shows and organizing events, fireworks shows - co- insured, sale of fireworks retail and wholesaler.

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	SUM - Strategic Underwriting Managers Inc. - SUM-CGL-04958-003	2017/03/01	2018/03/01	COMMERCIAL GENERAL LIABILITY	\$2,500	\$2,000,000
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - EACH OCCURRENCE		\$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$2,000,000
				<input checked="" type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$2,000,000
				MEDICAL PAYMENTS		\$10,000
				TENANTS LEGAL LIABILITY		\$1,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	SUM - Strategic Underwriting Managers Inc. - SUM-CGL-04958-003	2017/03/01	2018/03/01	NON-OWNED AUTOMOBILE		\$2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> Excédentaire	SUM - Strategic Underwriting Managers Inc. - SUM-EXC-04959-003	2017/03/01	2018/03/01	EACH OCCURRENCE		
				AGGREGATE		\$3,000,000
<b>OTHER LIABILITY (SPECIFY)</b>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail \_NUL\_ days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>		<b>ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (but only with respect to the operations of the Named Insured)	
FORT Insurance   Group Benefits			
3400 De Maisonneuve ouest/west, Suite 1115			
Montreal	QC	POSTAL CODE	H3Z 3B8
BROKER CLIENT ID: ROYAL04		POSTAL CODE	

**CERTIFICATE AUTHORIZATION**

ISSUER FORT Insurance   Group Benefits	CONTACT NUMBER(S) TYPE Main NO. (514) 481-0481	TYPE Fax NO. (514) 481-9883
AUTHORIZED REPRESENTATIVE Madone Robinson	TYPE NO.	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE March 30, 2016	EMAIL ADDRESS mrobinson@fort-group.com



# PRODUCTIONS ROYAL PYROTECHNIE INC.

837, chemin Roy  
 Saint-Pie, Québec, J0H 1W0  
 T 450 772-2437 / 1 800 563-2437 F 450 772-2438  
 www.royalpyrotechnie.com

## Facture - Invoice

Date	N°
2018/06/01	FC00002307

Vendue à - Sold to

Village Merrickville-Wolford  
 Box 340, 317 Brock Street West  
 Merrickville, Ontario, K0G 1N0

Livrée à - Shipped to

Village Merrickville-Wolford  
 Box 340, 317 Brock Street West  
 Merrickville, Ontario, K0G 1N0

N° de client - Customer N°	Référence	Page
6132694791 Att : David Nash Tél. : 613-269-4791 Fax :	July 1st, 2018	1

N° de livraison - Delivery N°	Date de livraison - Delivery date	Transporteur - Carrier's	Termes d'expédition - Shipping Terms
Royal Bureau		NOTRE CAMION	Port payé/Prepaid

N°	Description	Type	MM	Qté Comm. Qty Ordered	Qté Expédiée Qty Shipped	Net price Prix net
1	Display fireworks			0	1	\$7,500.00
2	As per term on contract:			0	1	\$0.00
5	50% on receipt of invoice 50% postdated evening of the show			0	1	\$0.00
3	Thank you and good fireworks !			0	1	\$0.00

**Note:**  
 1st year of a 3-year contract

Sous-total Subtotal \$7,500.00

TVH · · 975.00

**Total CDN \$8,475.00**



Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Application for Consent B-71-17 of Carole Roberts and William Ross.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

## Planning Advisory Committee

Resolution Number: R - 03 - 18

Date: Jan 15 / 2018

Moved by: ROD FOURNIER

Seconded by: STEVE HAMILL

**Be it hereby resolved that:**

Notwithstanding the recommendation of the Village Planner, The Planning Advisory Committee of the Village of Merrickville-Wolford does hereby recommend that the Council of the Corporation of the Village of Merrickville-Wolford does approve Application for Consent B-71-17 of Carol Roberts and William Ross.

Carried  Defeated

  
\_\_\_\_\_  
John Ireland, Chair



## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if  
required:

**Recorded Vote  
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

WHEREAS the Consent Granting Authority of the United Counties of Leeds and Grenville imposes certain conditions in their Decisions for consent to sever applications;

AND WHEREAS the Consent Granting Authority will impose, among other things, a condition requiring a 0.3m reserve along County Road frontages for land holdings located within municipally-zoned Agricultural Zones for the purposes of preventing road way access to those properties and thereby preventing the construction of an unlawful residence in the Agricultural Zone;

AND WHEREAS it has been determined the Council of the Village of Merrickville-Wolford that the imposition of this 0.3m reserve is an unnecessary burden upon the consent to sever applicant;

NOW THEREFORE BE IT RESOLVED that the Council of the Village of Merrickville-Wolford hereby requests that the United Counties of Leeds and Grenville Consent Granting Authority, in granting its Decisions, remove the imposition of all future 0.3m reserves along County Road frontages for the purposes of preventing unauthorized road way access in Agricultural Zones.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

### Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Minutes of the Merrickville Public Library Board dated January 9, 2018, for information purposes.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

For Clerk's use only, if required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

## MERRICKVILLE PUBLIC LIBRARY

Merrickville Public Library Board's meeting was held Jan. 9, 2018 at 12:30 p.m. at the library.

Present: M-W: Brian Reid, Sue Birta, John Harris, Carole Roberts, Victor Suthren.

Montague:

and Mary Kate Laphen (Librarian)

Regrets: Wendy Simpson-Lewis

Meeting called to order at 12:40 pm.

**1. Conflict of Interest:** None.

**2. Adoption of Agenda:** ADOPTED.

**3. Approval of Minutes:** Minutes from Dec. 5/17 meeting – APPROVED.

**4. Correspondence:**

- **WSIB Audit:** The WSIB (Workplace Safety and Insurance Board) conducted an audit of the library's records. Mary Kate submitted the requested information, much of it supplied by the municipal office, and the audit was concluded with no problems noted.

**5. Questions/ Presentations from Public:** None

**6. Friends of the Library Report:** Deferred.

**7. Librarian's Report:** see below.

**8. Other Business:**

**a) Updates:**

- Budget 2018:** the municipality is still working on the 2018 operating budget. The municipal cost of living increase for 2018 may be lower than projected, which will reduce the grant that the library is requesting somewhat. The board has not been asked to make further cuts at this time.
- Building:**
  - **Painting:** Deferred until there is less snow.
  - **ILDS Grant/Firewall Server:** Will replace our firewall server, once the new computer is up and running. Will make further decisions re: the remaining ILDS grant funds, once the final cost of the eResources is determined.
- Performance Reviews:**
  - The CEO review is completed. Brian will send a letter to be passed on to Council
  - The staff review will be completed this month.
- Lions' Plaque:** Still pending. John will make inquiries.

**b) Library Statistics:** John presented some comparative statistics re: operating costs based on the provinces 2016 library data. Comparing 22 libraries in communities similar to ours in size, this library is the 6<sup>th</sup> lowest for operating expenditures/resident. Will be looking at other comparative statistics.

**c) Planned Giving:** Brian and John reported that they had spoken to a lawyer about sample legal wording that could be used by people wishing to make a bequest to the library in their will. Wording was reviewed by the board

- Motion to approve the proposed wording for a planned gift (see attached)
- Moved by: Carole Roberts.
- Motion APPROVED.

Next step: to get this wording more formally vetted by the lawyer in question (who is providing his services pro bono), and then to consult with the municipality about having their lawyer review it.

**d) Strategic Plan Workplan:** Reviewed the 2017 update, and discussed areas to focus on in 2018 to best further the plan. Will add a celebration of the 10<sup>th</sup> anniversary of the Lion's donation of the new library building.

**9. Next meeting:** Tues, Feb. 13, 2018 at 12:30 at the Library. Will include a report on the OLA conference. Meeting concluded.

Librarian \_\_\_\_\_

Chairperson \_\_\_\_\_

## Librarian's Report for Dec/17

### Statistics:

Dec	2017	2016	2015	2014
<b>Patrons</b>	<b>900 -10%</b> w/mtgs <b>900</b>	<b>1003 -4.5%</b> w/mtgs 1003	1045 <b>+7%</b> w/mtgs 1061	975 <b>+44%</b>
<b>(Kids/Youth)</b>	242 (95 / 147)	287 (89 / 198)	338 (103 / 127)	230
<b>(Progs)</b>	89-in (13 prgs in) 241-out of Lib (3-prgs, 14 CV)	113-in (13 prgs,) 11-out of Lib (2-prgs) 124- CVs (8 visits)	113-in (11 prgs - in) 245- out of Lib (3 prgs + 12 CVs)	134-in (13 prgs in) 179-out of Lib, (2 prgs +9 CVs)
<b>Mtg Rm users</b>	0 (0 mtgs)	0 (no mtgs)	16 (4 mtgs)	0 (0 mtgs)
<b>Circulation</b>	1613 <b>-12%</b> OverDrive: 280(circ) TOTAL: 1893 <b>-8%</b>	<b>1841 -12%</b> OverDrive: 226(circ) TOTAL: 2067	2087 <b>+0</b> OverDrive: 191(circ) TOTAL: 2278	2086 <b>+11%</b> OverDrive: 215(circ) TOTAL: 2301
<b>(Adult/Child)</b>	(A-992, J-360, T-25)	(A-1262, J-521, T-58)	(A-1461, J-572, T-54)	(A-1361, J-689, T-36)
<b>Internet use (+wireless):</b>	<b>225 -24%</b> (191 / 27w / 7 Tab)	<b>295 +33%</b> (237 / 54w / 4 EL)	<b>222 -16.5%</b> (188 / 30w / 4 EL)	<b>266 +83%</b> (223 / 39w / 4 EL)
<b>ILLs borrowed/lent:</b>	79 / 52	78 / 63	57 / 67	103 / 61

December was disappointingly slow this year across the board, except for ebook circulation. Ran very few programs, as they tend to be poorly attended, except for Off the Shelf, which does a very popular Christmas evening. The only children's programs were StoryTime and LEGO Club, but I did make a lot of class visits that were very well-received. January seems to be off to a promising start, however. Have started work on the Year End stats for 2017.

### Programs & Services:

#### Children's Programs:

**StoryTime:** Attendance continued to be up and down this month, but is going well.

**Lego Club:** Had very low attendance, as expected for Dec.

**Read To Every Kid:** This will be wrapping up in late January.

**PlayGroup:** Continuing to do my weekly story visits; however, they were bumped a lot in Dec, as the Community Centre had other bookings.

**Daycare:** Continuing monthly visits to the toddlers and preschoolers & loan of books.

**Schools:** Did Christmas visits to Merrickville, Wolford, and Montague schools.

**Groups (Cubs, Brownies, etc):** n/a.

#### Adult Programs:

**Library Book Club:** Our book club continues to do well (good attendance and interest).

**Off The Shelf:** The December Off the Shelf was a hit. There was a large audience and the musical guests were popular.

**Friday Movies:** are back for January, but still struggling for audience.

**Thursday Evening Closing (in Dec):** This seems to have worked fine and to have not inconvenienced users.

**Museum Passes:** The passes were in demand over the holidays, especially for the Museum of Science & Technology.

**Internet:** Internet use was down in December, in keeping with the overall lower use this month.

**InterLibrary Loans:** Were down in December (fewer book clubs this month).

**Seniors Home:** Rosebridge Manor still getting books (month loan). Hilltop is getting books rather irregularly

**Pools:** Rather slow this month, along with everything else.

**Meeting Room:** There were no meetings this month.

**Collection:** Spending is on track. Purchased children's books at the big Scholastic sale (including sponsored French books, and DVDs after Christmas).

**Volunteers:** The volunteer situation is good. They continue to shelve, process books, package interlibrary loans, work on our genealogy scanning project.

**Donations:** We received a couple of end of year/ beginning of year donations.

**Facilities:** Nothing to report.

**Publicity/Outreach:** No Phoenix in January, but am doing the webpage, Facebook updates, signs, and flyers. In contact with the schools re: publicizing programs for older kids.

**Partnerships/Outreach:** I have been approached with some ideas for programming for youth, and am involved in a few things municipally

- Art in the Library: the next artist, Laurie Carter, will be setting up her work here this week
- Have been approached by an artist interested in providing art programs for youth. Will be coordinating with Gloria re: this.
- Schools: am looking into working with Merrickville school to provide more coding activities for kids.
- Municipality: will be the staff liaison for the Canada Day Committee, participate in the Community Grants Review committee, continue to manage social media, and facilitated a little video opener for the upcoming public budget presentations.

**Professional Development, Meetings, etc:** Will be attending the OLA Superconference at the end of January. Continue to attend municipal Senior Management Team meetings regularly.

**Grants, etc:** Continuing to work on the ILDS grant, but the new computer has arrived. The deadlines for the Annual Library Use Survey (required for the provincial grant) have been moved up this year, but that's not expected to be a problem.

**Plans for month:** Compiling year-end statistics and planning the annual report. Following up on these new youth programming opportunities, and would still like to get a photoshop workshop going. Set up the new computer and follow-up with replacing our firewall server. Update the webpage with our new eResources. Fulfill my municipal obligations (see above). Go to OLA Conference. Continue working on the ILDS grant. Plus the usual library business.

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if  
required:

**Recorded Vote  
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby support the nomination of Fire Chief Mark Urquhart to the position of Alternate Fire Coordinator for the United Counties of Leeds and Grenville.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor



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## VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-04-2018, a report outlining proposed changes to the *Fire Protection and Prevention Act*, for information purposes.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor



## Village of Merrickville-Wolford

Report FD - 04 - 2018  
Merrickville Fire Department  
Information Report to Council  
Date to Council: February 27, 2018

**RE: Fire Protection and Prevention Act Proposed Changes, January 1, 2019**

**OBJECTIVE:** To provide Council with an update regarding the proposed changes to the *Fire Protection and Prevention Act* regarding mandatory training and certification for firefighters and mandatory risk assessments to inform the delivery of fire protection services.

### **RECOMMENDATION:**

**THAT: Council receives report FD-04-2018, for information purposes.**

### **BACKGROUND:**

In April of 2013, the Ontario Office of the Fire Marshal and Emergency Management (OFMEM) announced that they would be adopting the National Fire Protection Association (NFPA) Standards as a level of training within the Province of Ontario. This was moving from the Ontario-based model of the General Level Firefighter Curriculum, that was developed by the Ontario Fire Marshal's (OFM) Office and Ontario Fire College (OFC) throughout the early 90's. This Ontario Fire Service Standard had a detailed review in 2012 and it was decided that it would be discontinued by the Ontario Association of Fire Chiefs (O AFC). The reason for the transition to the NFPA Standards was to reflect National competencies and standards as opposed to local Provincial standards and best practices (**Reference: Schedule A - O AFC Member briefing note, February 7, 2018**). At the time, the OFMEM and OFC were not prepared for the magnitude of requests and need for resources regarding the training requirements for the 449 fire services in Ontario. The recommendation from the OFM/OFC was to use an American-based NFPA program to meet the needs of the Ontario fire service. This resource did not consider Ontario legislation, regulations or best practices. This resource is still being used today and firefighters are still being tested on American legislation and standards.

The Merrickville Fire Department (MFD) has been using the NFPA, Firefighter 1 & 2, 1001 Standards since 2012 to ensure that all material is relevant to Ontario legislation, regulations and best practices (Section 21 Guidance Notes). Each member has a resource binder that identifies all the skill sets required which is completed throughout the year and throughout the firefighter's career with the MFD. This continuum of training ensures the competencies and skills required to function as a member of the

MFD therefore ensuring the safety of all MFD members while answering calls for service.

**ANALYSIS:**

With the proposed amendment to the *Fire Protection and Prevention Act, 1997*, the new requirements will see mandatory training and certification for firefighters as well as Community Risk Assessments to inform the delivery of fire protection services. These proposed requirements to the regulation are to take effect January 1, 2019.

**(Reference: Schedule B – Firefighter Certification; and Schedule C – Community Risk Assessments)**

The current training program for the MFD consists of a one-year probationary period with the member completing 40 hours of training over two weekends in-house, as well as regular training evenings (25 – 2.5-hour sessions) and bi-monthly platoon hall/vehicle check and drill nights (6 – 2.5-hour sessions). During this time, the firefighter is evaluated and trained as per the NFPA Firefighter 1 & 2, 1001 Standards. Also conducted are quarterly weekend training sessions that consist of a 4 to 8-hour program(s) that address areas such as: ice water rescue, auto extrication, emergency patient care and wildfire tactics. This overall training program allows for the annual refreshing of skills and knowledge review. The concern with certification is that it is a perishable statement. A regular, annual training program allows for refreshing, maintenance, and honing of very tactile and equipment-focused skills and understanding. To say that an individual is certified at a given moment in time based on a random selection of skills and a written component may not reinforce that individual's competencies or capacity over time.

A typical recruit program consists of a pre-learning/online program that would take an individual approximately 40 to 60 hours to complete, then a practical program that would be facilitated over 8 to 12 (64 to 96 hours) days (due to volunteer and work commitments, these are typically over weekends), combined with a member's regular training and hall/equipment/drill nights. This may put a serious strain on an individual to commit the time required to complete this in one year - not to mention responding to emergency calls.

The Community Risk Assessment regulation change will impact the hours of work for the Fire Chief in completing the initial report, but will be able to be maintained over the 5-year re-evaluation and updating requirement due to the demographic and economic development in Merrickville-Wolford as of this date. A portion of this information is also currently covered in our Emergency Plan and Hazard Identification and Risk Assessment's (HIRA's).

## **BUDGET/LEGAL IMPLICATIONS:**

Currently, the annual training budget for the 30 MFD members is \$10,000.00. The typical cost of a recruit program locally (Lyndhurst Training Facility) is approximately \$2,000.00. The current hourly rate for a MFD member is \$17.50. The additional impact on certification and third-party training hours will range potentially between \$1,820.00 to \$2,695.00 for each member. This does not consider travel/mileage reimbursement if a municipal vehicle is unavailable. This could see an individual cost of approximately \$5,000.00 per new firefighter after January 1, 2019.

The OFMEM currently does not charge for practical testing or the written certification examination. They do provide one evaluator for the practical and a proctor for the written exam. The local host department is required to pay the hourly rate for the assisting practical evaluators required for the practical testing. These individuals must be approved/endorsed by the OFMEM. This actual evaluator cost would be based on that individual's hourly rate for the prescribed time.

## **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:** To ensure the provision of a quality Fire Service as outlined in the Establishing and Regulating By-law 15-17, the focus of health & safety of all members of the MFD, personal protective equipment, training and proper equipment to deliver the service to the citizens and visitors to Merrickville-Wolford is essential. Providing appropriate, achievable, attainable and recognized training in the protection of the firefighter is essential. The MFD is committed to the responsibility of "***doing what is reasonable in the protection of the worker***".

Making this 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:**

It is recognized that training is essential and a required legislated responsibility of all employers. Ensuring that the regulations are attainable and sustainable needs to be recognized across Ontario while taking into account the diversity of different municipalities. Funding needs to be available to assist municipalities with meeting these legislated changes and mandated programs.

**ATTACHMENTS:**


**Schedule A – Ontario Association of Fire Chiefs; Member briefing note Ministry of Community Safety and Correctional Services (MCSCS) Regulations**

**Schedule B – Fire Protection and Prevention Act, 1997 – Consultation Draft – Firefighter Certification**

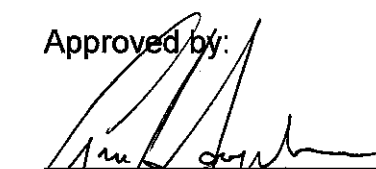
**Schedule C – Fire Protection and Prevention Act, 1997 – Community Risk Assessments**

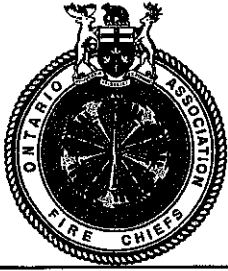
REQUIRED AND RECEIVED COMMENTS FROM: Yes or Not applicable	
CAO	Yes
Clerk	Yes
Finance	NA
Building Control & BLEO Department	NA
Public Works & Environmental Department	NA
Parks, Recreation & Facilities Department	NA
Planning Department	NA
Economic Development Department	NA
Fire Department	NA
Other:	NA

Submitted by:

  
\_\_\_\_\_  
Mark Urquhart, AEMCA  
Fire Chief/Alt. CEMC

Approved by:

  
\_\_\_\_\_  
Arie Hoogenboom,  
Interim CAO/Clerk



# ONTARIO ASSOCIATION OF FIRE CHIEFS

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## ONTARIO ASSOCIATION OF FIRE CHIEFS MEMBER BRIEFING NOTE MCSCS REGULATIONS

**DATE:** February 7, 2018

**SUBJECT:** MCSCS Regulations on Mandatory Certification and Training, and Community Risk Assessments – OAFCh Response, Recommendations and Key Messages

**FROM:** Chief Stephen Hernen, President

### INTRODUCTION

On January 25, the Ministry of Community Safety and Correctional Services (MCSCS) released two proposed regulations under the *Fire Protection and Prevention Act, 1997* (FPPA) related to new requirements for:

1. Mandatory training and certification for firefighters; and
2. Community risk assessments to inform the delivery of fire protection services.

The MCSCS is seeking public feedback on both regulations. Comments are due March 11, 2018.

The Ministry received input on how to modernize fire service delivery in the province from a group of fire service experts, known as the provincial Fire Safety Technical Table (the Table), which was established in January 2017. The Ministry reviewed and compiled the Table's recommendations to develop the proposed regulations.

A third regulation on public reporting was initially proposed to the Table. Lack of clarity in several parts of the regulation resulted in the need for a further legal review to be conducted (currently pending), which has delayed its process. We do not know when or if this regulation will be released.

This briefing note has been prepared to assist OAFCh members in the development of their responses to the draft MCSCS fire regulations. You are welcome to share this document with your municipal council. Comments on the regulations can be provided online at:  
[www.ontariocanada.com/registry/view.do?postingId=26546&language=en](http://www.ontariocanada.com/registry/view.do?postingId=26546&language=en).

### BACKGROUND

The Technical Table was established to examine current and emerging fire safety challenges and opportunities, identify priorities for action, and support the development of evidence-based recommendations that will enhance fire safety in Ontario.



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Its goals are to review new and emerging challenges in fire safety, with a view to identify opportunities to enhance delivery in Ontario, such as:

- Firefighter training and professionalism (e.g. identification of specialized knowledge requirements and core competencies);
- Public education and prevention measures, including community risk assessments;
- Provincial standards for fire services, such as fire dispatch; and
- Public reporting of fire service data.

The O AFC is represented at the Technical Table by our President, Chief Stephen Hernen, and Executive Vice President, Chief Rick Arnel. Additional O AFC members participated in the Table on behalf of their municipalities, including Deputy Chief Kim Ayotte, Ottawa; Chief Ted Bryan, Otonabee-South Monaghan; Chief John Hay, Thunder Bay; Deputy Chief Jim Jessop, Toronto; and Chief Shawn Armstrong, Kingston.

The Technical Table also consists of MCSCS and Office of the Fire Marshal and Emergency Management (OFMEM) executive and staff, the Ontario Professional Fire Fighters Association (OPFFA), the Toronto Fire Fighters Association (TPFFA), and the Fire Fighters Association of Ontario (FFAO), as well as an Association of Municipalities (AMO) staff member and a lower-tier CAO representative.

The Table met monthly over the course of 2017, offering input to the MCSCS on minimum standards for professional fire service qualifications. Those recommendations were reviewed by the MCSCS and used to develop the draft regulations, for final review by the Minister. "Final" draft versions of the regulations are **not** the same as presented at the O AFC Midterm Meeting in November 2017.

## OVERVIEW

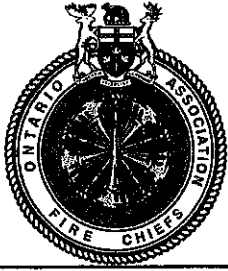
### **Draft Regulation1 – Mandatory Certification**

The MCSCS is proposing to establish mandatory certification requirements set out by the National Fire Protection Association (NFPA) for all new firefighters employed or appointed to a fire department for the following positions: suppression firefighters, pump operators, technical rescue, fire officers and fire educators.

These requirements are proposed to come into force January 1, 2019, with the exception of technical rescue, which would come into force January 1, 2020. An additional year for technical rescue to achieve certification is being proposed to allow for sufficient time to develop training and certification examination materials.

In addition, The MCSCS is proposing that mandatory certification requirements also set out by the NFPA apply to existing firefighters currently employed or appointed in fire departments across Ontario, including fire inspectors, fire investigators, fire instructors, hazardous materials personnel and fire dispatchers.

It is proposed that these mandatory certification requirements apply to existing firefighters, given these positions are exposed to increased risk, including risk to the individuals performing these roles. These requirements are proposed to come into force January 1, 2020 to give fire departments additional time to train and certify their staff. More information can be found [here](#) on the [Ontario Regulatory Registry](#).



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## **Draft Regulation 2 – Mandatory Community Risk Assessments**

The MCSCS is proposing that municipalities be required to conduct a standard risk assessment every five years focusing on key profiles in their communities (e.g. demographics, geography, past fire loss and event history, critical infrastructure, building stock profile within the community, etc.).

Municipalities would be responsible for reviewing their risk assessment annually to ensure that any significant changes in the mandatory profiles are identified. If there are any significant changes (e.g. addition of retirement homes or care facilities), the municipality will be responsible for updating their assessment. This information will be used to inform decisions about fire protection services in their community. This requirement is proposed to come into force January 1, 2019. More information can be found [here](#) on the [Ontario Regulatory Registry](#).

## **ANALYSIS**

### **Draft Regulation 1 – Mandatory Training and Certification**

We understand that under the proposed mandatory training and certification regulation, the minimum certification/training requirements will only be for new hires, as of January 1, 2019 (i.e. suppression firefighters [external attack/internal attack], pump operators, fire officers and public educators). The draft regulation requires only those firefighters, in the five categories noted above, hired after January 1, 2019, to be certified.

Fire inspectors and/or fire instructors that have been grandfathered and became a firefighter before January 1, 2019 need not certify to the level to which they have been grandfathered.

Fire investigators, technical rescue, fire dispatch and hazardous material personnel cannot be grandfathered. Thus, those in the aforementioned roles, who are currently employed or appointed in fire departments, must all be certified by January 1, 2020.

The MCSCS is still attempting to gather information on fire services that do their own dispatch, which will be captured in this draft regulation; however, the MCSCS is looking to include other fire dispatch service providers in future regulations. In rural and northern Ontario, there are many other non-fire services that provide fire dispatch services. The full extent of different types of dispatch and where it occurs is not known at this time to the MCSCS or the OFMEM. A survey was conducted in November 2017 to gather this information; however, it was not successful in gathering sufficient information. Another survey is being conducted in February 2018 to retrieve additional data.

We understand that the MCSCS will consider provincial funding to support implementation of this regulation, once final; however, no decisions or commitments have been made. The MCSCS is scheduled to send a survey to all fire departments (release date to be determined) in order to understand the needs and potential gaps in the current training, certification, risk assessment and public reporting within Ontario's fire services, as well as to identify fire services' challenges in meeting the new fire services regulations requirements. Survey responses will inform the Ministry's implementation plan, including whether additional funding is available.





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O AFC urges all municipal fire services to respond to the MCSCS survey, highlighting funding requirements to support implementation of the regulations. You need to clearly identify how achievable the mandatory certification will be, and the additional training costs that will be necessary. The value of any additional training (both time and costs) should be outlined in your response. We must advocate collectively.

The O AFC believes sections of the Mandatory Training and Certification regulation require amendments to improve understanding and compliance.

- The Internship Program of 24 months needs to be expanded to include all applicable areas and positions, such as fire inspectors and Fire Officer I & II, replacing the limiting language found in section 3(b). As it's currently written, the regulation only applies to new hires.
- Table 1: Wording needs to be introduced to ensure future updates to NFPA standards are implemented by the Authority Having Jurisdiction (AHJ) as standards are updated, published, and testing/skills are made available. This will support and complete the certification process.
- Commencement: The date of implementation needs to be reviewed. With an election year upon us, there likely is not enough time before July 2018, or at the initial council meeting on/or after December 1st, 2018, to make decisions (e.g. training funding) to ensure full implementation of the Mandatory Training and Certification regulation. For this reason, a later effective date is needed.
  - In the meantime, all departments are urged to begin the work to move their department toward compliance with the regulations.
- Commencement: Certification for some individual chapters within NFPA 1006 may not be available for the January 1, 2020 deadline. Additional wording should be added, allowing the AHJ to manage the implementation of NFPA 1006 Technical Rescue as the standards are updated, published, and testing/skills are made available, in order to support and complete the certification process.

### **Draft Regulation 2 – Mandatory Community Risk Assessments**

We understand that the OFMEM will be providing support and assistance for small rural and northern municipalities in completing the Community Risk Assessments. The regulation speaks to the OFMEM providing the approved, standardized fillable form for fire departments for Community Risk Assessments (i.e. the former Simplified Risk Assessment form).

The O AFC believes this regulation, specifically under Schedule 1 Mandatory Profiles, requires amendments to improve understanding and compliance.

- The reference to building stock and classifications should use MPAC data to classify building usage in regards to fire risk.
- Section 2: Reporting the "state of compliance within the fire code" should be deleted as this is directly dependent upon municipalities' set level of service for fire prevention (e.g. fire inspections upon request or complaints as permitted, under the FPPA). This item is not attainable.
- Section 6: In a multi-tier government (e.g. lower-tier fire, upper-tier EMS and provincial police), the data required for public safety response profile is not attainable.
- Section 7: While the community services profile has some duplication of the risk assessments under Emergency Management and Planning, it should be considered a risk assessment



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specifically for the risks that can/should be addressed by that reporting fire service, as indicated by E&R bylaws or other legislation.

- Specific risks around technical rescue are not captured in a HIRA, for example.
- Another example would be risk associated with property inspection frequencies.
- The Mandatory Risk Assessment for fire, under Section 7 of this regulation, needs clarification on content and formatting as a stand-alone document.
- Section 9 (2): Comparison to other "like" communities may be difficult to achieve. Reporting against provincial trends would be more appropriate.

## OAFC POSITION AND KEY MESSAGES

### Professionalization of the Ontario Fire Service

- The OAFC supports the Fire Safety Technical Table's mandate, recognizing the proposed regulations are an important stride forward in the professionalization of the Ontario fire service.
- The OAFC applauds the provincial government for taking steps to modernize the FPPA.
- The MCSCS proposed regulation on mandatory training and certification is the culmination of 25 years of effort to professionalize the Ontario fire service.
- For decades, the OAFC has continually worked to enhance and professionalize the Ontario fire service.
  - In 1987, the OAFC formed a Task Force to prepare a plan to implement fire service standards. The Task Force report, *Paradigm for Progress*, presented an action plan for implementation of fire service standards in the Province of Ontario.
  - The Professional Standards Setting Body (PSSB) was officially established in 1989 under the auspices of the OAFC, and in co-operation with the Office of the Fire Marshal. Its mandate was to support the professionalization process for the Ontario fire service and set job performance standards for all levels within the Ontario fire service.
  - The OAFC held ownership of the Ontario Fire Service Standards and was responsible for the development and maintenance of the standards.
  - The Office of the Fire Marshal was deemed responsible for curriculum development, course delivery, as well as knowledge and skills testing.
  - Certification to the Ontario Fire Service Standards was a joint venture of the OAFC and the Office of the Fire Marshal that did not receive widespread support, especially from the majority of Ontario's fire services.
  - In June 1993, the first edition of the Company Officer Standards was published.
  - In 2007, professional standards and core competencies were updated for company officers, fire chiefs, deputy fire chiefs, emergency vehicle technicians, fire prevention officers, fire service communicators, firefighters, senior officers and training officers.
  - In 2012, OAFC members had a detailed review, and decided to discontinue the support of the Ontario Fire Service Standards for a number of financial, legal and reciprocity reasons.
  - At this time, the NFPA Professional Qualification Standards – currently the standards used throughout the rest of Canada, the USA and other areas of the world, were accepted by OAFC members, by resolution, as the recognized fire service standards in Ontario.
  - During that time, the OAFC continued to offer support to the Office of the Fire Marshal in the development of education, training, skills and certification to the NFPA Professional Qualifications Standards.



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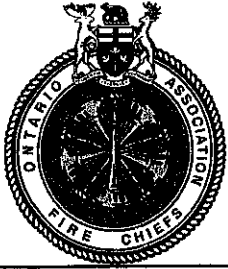
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## **Commitment to Public Safety**

- The Fire Safety Technical Table was established with the vision of enhancing fire safety province-wide through the provision of effective, cost-efficient and sustainable fire safety services.
- Training and certifying your fire service personnel to the standards set out in the regulations improves both firefighter and public safety.
- As per the FPPA, the onus is on the municipality to have properly trained fire service personnel that meet the level of service municipal council has determined to be appropriate for its community.
- Mandating the training and certification of personnel performing and delivering fire services improves public safety. It also reduces municipal risk exposure, as third-party companies cannot certify fire service personnel. Certification can only be achieved at the provincial, standardized level.

## **Implementation Challenges**

- The OAFIC believes that specialized funding must be provided to all fire services to support implementation of the regulations.
- The OAFIC recognizes there are timing concerns and cost implications for departments to support compliance with the regulations.
- The OAFIC encourages any fire department who did not take advantage of grandfathering in 2013/14, which will be re-opened to specifically support implementation of the regulations (date to be determined), to use this option to certify its fire service personnel.
- The OAFIC believes that OFMEM should allow fire departments who previously grandfathered personnel to grandfather any additional staff that did not qualify in 2013/14, once grandfathering is re-opened.
- There has been significant training over the years to NFPA standards outlined in the regulations, which is already limiting risk exposure.
- Access to free, online testing through the OFMEM will aid the certification process and reduce municipal travel expenses. OFMEM must ensure these services are available to departments, in a timely manner, otherwise success/compliance is not likely.
- While the regulations do not detail how non-compliance will be handled, there is great liability risk to a municipality if it does not certify to the new mandatory standard for all categories of fire operations, in the event something unfortunate occurs.
  - Although there is protection from personal liability and indemnification provisions in the FPPA (see s. 74, 75, 76), it is only for those working in fire services (municipal or provincial) and not for municipal corporations.
- The OAFIC, in alignment with AMO, believes that liability indemnification should be available for all municipal governments who comply with these new regulations at least 12 months before the training and certification regulation comes into force.
  - If the province does provide liability indemnification to accompany these regulations, the province should provide sufficient funding to municipalities to cover the new training and certification costs for those designated positions at least 12 months before the training and certification regulation comes into force for those positions.
  - If sufficient provincial funding is not provided to municipal governments, the province will be knowingly creating a new unfunded mandate on municipalities.



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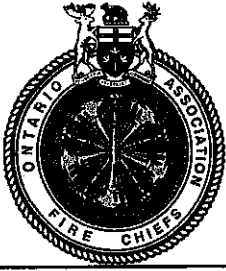
## RECOMMENDATION

That all O AFC members use the messaging below in their response to the draft regulations, in addition to other relevant local details, so the government is aware of the unique concerns across Ontario's fire service. Comments are due by March 11, 2018.

O AFC urges all municipal fire services to respond to the MCSCS survey, scheduled to be released this month, highlighting funding requirements to support implementation of the regulations. You need to clearly identify how achievable the mandatory certification will be, and the additional training costs that will be necessary. The value of any additional training (both time and costs) should be outlined in your response. We must advocate collectively.

The O AFC believes the following amendments to the regulations should be made before they become law, in order to improve understanding and compliance. We urge all fire chiefs and their municipalities to echo these requests in their comments to the Ministry.

- **Mandatory Training and Certification Draft Regulation:**
  - That the Mandatory Training and Certification regulation not come into force until at least July 1, 2019, preferably January 1, 2020, to allow municipal councils and their fire services to make all the necessary training funding decisions. It will also enable the provincial government to provide the necessary funding for training and liability indemnification 12 months prior to the regulations coming into force.
  - That the OFMEM must ensure timely access to free, online testing for departments.
  - That the Internship Program of 24 months be expanded to include all applicable areas and positions, such as fire inspectors and Fire Officer I & II, replacing the limiting language found in section 3(b). As it's currently written, the regulation only applies to new hires.
  - That Table 1 be revised to include wording that ensures future updates to NFPA standards are implemented by the Authority Having Jurisdiction (AHJ) as standards are updated, published, and testing/skills are made available. This will support and complete the certification process.
  - Certification for some individual chapters within NFPA 1006 may not be available for the January 1, 2020 deadline. Therefore, additional wording should be added to the regulations, allowing the AHJ to manage the implementation of NFPA 1006 Technical Rescue as the standards are updated, published, and testing/skills are made available, in order to support and complete the certification process.
  
- **Community Risk Assessments (Schedule 1 Mandatory Profiles) Draft Regulation:**
  - That the reference to building stock and classifications should use MPAC data to classify building usage in regards to fire risk.
  - That the line about reporting the "state of compliance within the fire code" in Section 2 be deleted, as this is directly dependent upon municipalities' set level of service for fire prevention (e.g. fire inspections upon request or complains as permitted, under the FPPA).
  - That Section 6 be removed. In a multi-tier government (e.g. lower-tier fire, upper-tier EMS and provincial police), the data required for a public safety response profile, as currently called for in the draft regulation, is not attainable.



## ONTARIO ASSOCIATION OF FIRE CHIEFS

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- That the mandatory risk assessment for fire, under Section 7 of this regulation, be clarified in regards to content and formatting as a stand-alone document.
- That Section 9(2) be edited to remove the requirement to compare to other "like" municipalities, as this data is not readily available. Reporting against provincial trends would be more appropriate.

### **CLOSING STATEMENT**

The O AFC appreciates that you may have additional questions or concerns, specific to your department. We are keeping a running list of Frequently Asked Questions (FAQs), and doing our best to provide accurate responses, once we receive clarification from MCSCS (as needed). Please visit the O AFC website to review the FAQs (you must be logged in to view): [www.oafc.on.ca/frequently-asked-questions-faqs-mcscs-draft-regulations](http://www.oafc.on.ca/frequently-asked-questions-faqs-mcscs-draft-regulations)

Should you or your municipal council have further questions, please contact Richard Boyes, O AFC Executive Director, by phone at 905-426-9865 or email to [richard.boyes@oafc.on.ca](mailto:richard.boyes@oafc.on.ca). Questions will be added to the FAQ webpage as they are received.

We recognize you may still need time to digest the regulations and the potential impact to your department; however, we are pleased on the progress the regulations represent toward professionalizing the Ontario fire service, ultimately in support of our mission to improve public and firefighter safety.

**Caution:**

*This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.*

**CONSULTATION DRAFT**

**ONTARIO REGULATION**

to be made under the

**FIRE PROTECTION AND PREVENTION ACT, 1997**

**FIREFIGHTER CERTIFICATION**

Contents

<u>1.</u>	Definition
<u>2.</u>	Mandatory certification
<u>3.</u>	Intern firefighter
<u>4.</u>	Transition
<u>5.</u>	Commencement
<u>Table 1</u>	Mandatory certification

**Definition**

1. In this Regulation,

“NFPA” means the National Fire Protection Association.

**Mandatory certification**

2. (1) Every municipality, and every fire department in a territory without municipal organization, must ensure that its firefighters only perform a fire protection service set out in Table 1 if,

- (a) the firefighter performing the fire protection service is certified to the corresponding certification standard set out in that Table; or

- (b) the firefighter performing the fire protection service is an intern firefighter, within the meaning of section 3, operating under the supervision of a firefighter who is certified to the certification standard set out in that Table corresponding to the fire protection service performed by the intern firefighter.

**Who provides certifications**

- (2) The certification must be provided by the Fire Marshal.

**Intern firefighter**

- 3. An intern firefighter is a firefighter who,

- (a) is enrolled in an internship program approved by the Fire Marshal; and
- (b) has been a firefighter for no more than 24 months.

**Transition**

- 4. (1) A certification standard set out in items 1 to 5 of Table 1 does not apply with respect to a firefighter who,

- (a) became a firefighter before January 1, 2019; and
- (b) performed the fire protection service that the certification standard corresponds to before January 1, 2019.

**Same**

- (2) A certification standard set out in items 6 or 7 of Table 1 does not apply with respect to a firefighter that both of the following criteria apply to:

- 1. The firefighter became a firefighter before January 1, 2019.
- 2. Before July 1, 2018, the firefighter's fire chief was given permission by the Fire Marshal to issue the firefighter a successful Letter of Compliance with NFPA Standards respecting the relevant standard under Fire Marshal's Communiqué 2014-04, "Transition to NFPA Professional Qualifications Standards: Grandfathering

Policy”, which is dated January 2014 and available on a website of the Government of Ontario.

### Commencement

**5. (1) Subject to subsection (2), this Regulation comes into force on January 1, 2019.**

**(2) Subsection 4 (2) and items 6 to 11 of Table 1 come into force on January 1, 2020.**

**TABLE 1  
MANDATORY CERTIFICATION**

Item	Column 1 Fire protection service	Column 2 Certification standard
1.	Fire suppression activities, if the level of service provides for exterior attack only	NFPA 1001, “Standard for Fire Fighter Professional Qualifications”, 2013 Edition, Level I
2.	Fire suppression activities, if the level of service provides for exterior and interior attack	NFPA 1001, “Standard for Fire Fighter Professional Qualifications”, 2013 Edition, Level II
3.	Pump operations	NFPA 1002, “Standard for Fire Apparatus Driver/Operator Professional Qualifications”, 2017 Edition, Chapter 5
4.	Supervise other firefighters	NFPA 1021, “Standard for Fire Officer Professional Qualifications”, 2014 Edition, Level I
5.	Develop, implement or deliver a public education program and supporting materials	NFPA 1035, “Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter Intervention Specialist and Youth Firesetter Program Manager Professional Qualifications”, 2015 Edition, Chapter 4, Level I
6.	Fire prevention inspections or plans examination activities	NFPA 1031, “Standard for Professional Qualifications for Fire Inspector and Plan Examiner”, 2014 Edition, Level I
7.	Training courses for fire protection services	NFPA 1041, “Standard for Fire Service Instructor Professional Qualifications”, 2012 Edition, Level I
8.	Dispatch fire department resources (personnel and equipment)	NFPA 1061, “Professional Qualifications for Public Safety Telecommunications Personnel”, 2014 Edition, Level I
9.	Fire investigation activities	NFPA 1033, “Standard for Professional Qualifications for Fire Investigator”, 2014 Edition
10.	Technical rescue activities	NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2017 Edition, in accordance with the level of service provided
11.	Hazardous materials response at the Technician Level	NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications”, 2017 Edition



**Caution:**

*This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.*

**CONSULTATION DRAFT**

**ONTARIO REGULATION**

to be made under the

**FIRE PROTECTION AND PREVENTION ACT, 1997**

**COMMUNITY RISK ASSESSMENTS**

Contents

<u>1.</u>	Mandatory use
<u>2.</u>	What it is
<u>3.</u>	When to complete (at least every five years)
<u>4.</u>	When to review (at least every year)
<u>5.</u>	Commencement
<u>Schedule 1</u>	Mandatory profiles

**Mandatory use**

**1. Every municipality, and every fire department in a territory without municipal organization, must,**

- (a) complete and review a community risk assessment as provided by this Regulation;  
and
- (b) use its community risk assessment to inform decisions about the provision of fire protection services.

**What it is**

2. (1) A community risk assessment is a process of identifying, analyzing, evaluating and prioritizing risks to public safety to inform decisions about the provision of fire protection services.

**Mandatory profiles**

(2) A community risk assessment must include consideration of the mandatory profiles listed in Schedule 1.

**Form**

(3) A community risk assessment must be in the form, if any, that the Fire Marshal provides or approves.

**When to complete (at least every five years)**

3. (1) The municipality or fire department must complete a community risk assessment no later than five years after the day its previous community risk assessment was completed.

**New municipality or fire department**

(2) If a municipality, or a fire department in a territory without municipal organization, comes into existence, the municipality or fire department must complete a community risk assessment no later than two years after the day it comes into existence.

**Transition**

(3) A municipality that exists on January 1, 2019, or a fire department in a territory without municipal organization that exists on January 1, 2019, must complete a community risk assessment no later than January 1, 2024.

**Revocation**

**(4) Subsection (3) and this subsection are revoked on January 1, 2025.**

**When to review (at least every year)**

4. (1) The municipality or fire department must complete a review of its community risk assessment no later than 12 months after,

- (a) the day its community risk assessment was completed; and

- (b) the day its previous review was completed.

#### **Other reviews**

(2) The municipality or fire department must also review its community risk assessment whenever necessary.

#### **Revisions**

(3) The municipality or fire department must revise its community risk assessment if it is necessary to reflect,

- (a) any significant changes in the mandatory profiles;
- (b) any other significant matters arising from the review.

#### **New assessment instead of review**

(4) The municipality or fire department does not have to review its community risk assessment if it expects to complete a new community risk assessment on or before the day it would complete the review.

#### **Commencement**

**5. This Regulation comes into force on the later of January 1, 2019 and the day it is filed.**

### **SCHEDULE 1 MANDATORY PROFILES**

1. Geographic profile: The physical features of the community, including the nature and placement of features such as highways, waterways, railways, canyons, bridges, landforms and wildland-urban interfaces.
2. Building stock profile: The number of buildings in the community, their age, their major occupancy classifications within the meaning of Ontario Regulation 332/12 (Building Code) under the *Building Code Act, 1992* and their state of compliance with the fire code.
3. Critical infrastructure profile: The capabilities and limitations of critical infrastructure, including electricity distribution, water distribution, telecommunications, hospitals and airports.

4. Demographic profile: The composition of the community's population, respecting matters relevant to the community, such as population size and dispersion, age, gender, cultural background, level of education, socioeconomic make-up, and transient population.

5. Hazard profile: The hazards in the community, including natural hazards, hazards caused by humans, and technological hazards.

6. Public safety response profile: The types of incidents responded to by other entities in the community, and those entities' response capabilities.

7. Community services profile: The types of services provided by other entities in the community, and those entities' service capabilities.

8. Economic profile: The economic sectors affecting the community that are critical to its financial sustainability.

9. Past loss and event history profile: The community's past emergency response experience, including the following analysis:

1. The number and types of emergency responses, injuries, deaths and dollar losses.
2. Comparison of the community's experience with the experiences of comparable communities.

Note: Each profile is to be interpreted as extending only to matters relevant to fire protection services.

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if  
required:

**Recorded Vote  
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:** By-law 14-2018, being a by-law to amend By-law 24-03, the Water and Sewer Usage By-law, be read a first and second time, and that By-law 14-2018 be read a third and final time and passed.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

**CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**

**BY-LAW NO. 14 - 2018**

**BEING** a By-law to amend By-Law 24-03, the By-law to enact Rules and Regulations for the Installation, Repair, Maintenance and Access to Water Meters, Sewer Services and Related Appurtenances; the Billing and Collection of Charges for Water and Sewer Usage; and the Penalties for Offences

**WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford did pass By-law 24-03 to enact the installation of water meters and collection of charges for water and sewer;

**AND WHEREAS** section H. 1 of By-law 24-03 allows for the changing of rates from time to time by municipal by-law;

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford does deem it necessary to increase the water and sewer service rates;

**NOW THEREFORE** the Council of the Corporation of the Village of Merrickville-Wolford does hereby enact as follows that:

1. Schedule "A" of By-law No. 24-03 shall be amended as attached
2. The amended rates of Schedule "A" shall come into force and take effect the 1<sup>st</sup> day of January, 2018.
3. Schedule "B" of By-law No. 24-03 shall be amended as attached.
4. The amended rates of Schedule "B" shall come into force and take effect on the passing of this By-Law.

**READ** a first and second time this 27<sup>th</sup> day of February, 2018.

**READ** a third and final time and passed this 27<sup>th</sup> day of February, 2018.

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David Nash, MAYOR

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Arie Hoogenboom, CAO/Clerk/Treasurer

**Village of Merrickville-Wolford**

**Schedule "A" to By-Law No. 14-2018**

**Water/Sewer Service Rates**

**Water/Sewer Service Rate Calculation**

<b>WATER SERVICE TYPE</b>	<b>BASE RATE (per month)</b>	<b>METERED WATER/ SEWER SERVICE RATE (per cubic meter of water)</b>
A) Independent Residential Unit	\$115.09 per unit monthly on water and sewer for the first 7.5 M3	\$6.13 per cubic meter after 7.5 cubic meters (c.m.) per unit
	\$38.36 per unit monthly for water only for the first 7.5 M3	\$2.03 per cubic meter after 7.5 cubic meters (c.m.) per unit
B) Multiple Residential Unit	\$115.10 per unit monthly on water and sewer for the first 7.5 M3	\$6.13 per cubic meter after 7.5 cubic meters (c.m.) per unit
C) Industrial/Commercial/Institutional Units	\$176.40 per unit monthly for the first 15 M3	\$6.13 per cubic meter after 15.0 cubic meters (c.m.) per unit

**Village of Merrickville-Wolford**  
**SCHEDULE "B" to By-Law No. 14-2018**

**ADDITIONAL CHARGES**

- Rates for Water from Hydrants
  - Corporation Fire Department Emergency use No Charge
  - Other Users \$3.63/m3

Larger meters and non-standard meter installations shall be billed to the owner. Definition of non-standard installation and associated costs shall be at the sole discretion of the Manager of Environmental Services.

- Owner-requested municipal meter accuracy testing deposit will be \$55.00 for each test.
- Notice of Disconnection Charge will be \$100.00 and will be applied to the outstanding account.
- Disconnection and Reconnection Charge.  
When it has been necessary to reconnect a service as a result of non-payment, a reconnection charge of \$100.00 shall be levied against the delinquent account.
- Owner requested disconnection shall have a disconnection charge of \$110.00  
Owner requested reconnection shall have a reconnection charge of \$110.00.
- Service charge for inspection of water or sewer connections shall be \$55.00
- Flat fee applied under Section E.7. where no meter is installed shall be \$260.04 /unit / month
- Water Statements or history of account over one year:
  - Computer records: \$15.00
  - Manual records: \$25.00 per hour, minimum one hour

During office hours (7:00 a.m. to 3:00 p.m.)

- Thawing frozen service \$55.00 per hour, minimum one hour plus disbursements
- Meter replacement \$220.00 (Meter and labour)
- Meter reader repair \$55.00 plus disbursements
- Water/Sewer Connection \$5,000.00 deposit refundable of net actual cost.
- Duplicate Water Bill \$5.00

After office hours (3:01 p.m. to 6:59 a.m.)

- Thawing frozen service \$55.00 per hour, minimum one hour plus disbursements



- **Meter replacement** \$220.00 (Meter and labour)
- **Meter reader repair** \$55.00 plus disbursements
- **Water/Sewer Connection** \$5,000.00 deposit refundable of net actual cost.

This schedule amends the fees and service charges of Schedule "B" of By - Law 24 – 03.

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:** By-Law 12-2018, being a by-law to authorize the execution of the Ontario Community Infrastructure Fund – Application-Based Component Agreement, be read a first and second time, and that By-Law 12-2018 be read a third and final time and passed.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

**CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD**

**BY-LAW NO. 12-2018**

**BEING** a By-Law to authorize the execution of the Ontario Community Infrastructure Fund Application-Based Component Agreement between Her Majesty the Queen in Right of Ontario, hereinafter referred to as "the Province", and the Corporation of the Village of Merrickville - Wolford hereinafter referred to as "the Recipient"

**WHEREAS** section 11(2) of the Municipal Act, 2001, as amended, does authorize that the council of a lower-tier municipality may pass by-laws as part of its general municipal powers;

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville - Wolford does deem it to be in the best interests of the Recipient to enter into the agreement regarding the Ontario Community Infrastructure Fund Top-up Application Component;

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

- 1) Mayor David Nash and the Interim CAO/Clerk/Treasurer, Arie Hoogenboom, are hereby authorized to sign and execute the Ontario Community Infrastructure Fund – Application-Based Component Agreement (2017 Top-up Intake) attached as Schedule 'A'.

**READ** a first and second time this 27<sup>th</sup> day of February, 2018

**READ** a third and final time and passed this 27<sup>th</sup> day of February, 2018

---

David Nash  
MAYOR

---

Arie Hoogenboom  
CAO/CLERK/TREASURER

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED  
COMPONENT AGREEMENT (2017 TOP-UP INTAKE)**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “Province”)

– and –

**The Corporation of the Village of Merrickville-Wolford**  
(CRA# 873890040)

(the “Recipient”)

**BACKGROUND**

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project; the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake the Project; and the Province wishes to provide funding for the Project.

**CONSIDERATION**

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

**1.0 ENTIRE AGREEMENT**

**1.1 This Agreement, including:**

Schedule “A” – General Terms And Conditions,  
Schedule “B” – Additional Terms And Conditions,  
Schedule “C” – Operational Requirements Under The Agreement,  
Schedule “D” – Project Description,

Schedule "E" – Eligible And Ineligible Costs,  
Schedule "F" – Financial Information,  
Schedule "G" – Aboriginal Consultation Requirements,  
Schedule "H" – Communications Protocol, and  
Schedule "I" – Reports.

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 COUNTERPARTS**

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

## **3.0 AMENDING AGREEMENT**

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

## **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are:
  - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
  - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister, Economic Development Division		

I have the authority to bind the Province pursuant to delegated authority.

**THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**

AFFIX CORPORATE  
SEAL

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

I/We have the authority to bind the Recipient.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "A" FOLLOWS]**

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

### ARTICLE A1 INTERPRETATION AND DEFINITIONS

**A1.1 Interpretation.** For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In this Agreement, the following terms will have the following meanings:

**"Aboriginal Group"** includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**"Additional Provisions"** means the terms and conditions specified in Schedule "B" of this Agreement.

**"AGA"** means the *Auditor General Act*.

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

**"Arm's Length"** has the same meaning as set out in the *Income Tax Act (Canada)*, as it read on the Effective Date of this Agreement.

**"Auditor General"** means the Auditor General of Ontario.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010*.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province of Ontario is closed for business.

**“Communications Protocol”** means the protocol set out under Schedule “H” of this Agreement.

**“Conflict Of Interest”** includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

**“Consultant”** means any person the Recipient retains to undertake any part of the work related to this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

**“Eligible Costs”** means those costs set out under section E1 of Schedule “E” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*.

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Holdback”** means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out under section E2 of Schedule “E” of this Agreement.

**“Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.



**“Local Services Board”** means a board established under the *Northern Services Boards Act*.

**“MA”** means the *Municipal Act, 2001*.

**“Maximum Funds”** means the amount set out under section F1 of Schedule “F” of this Agreement.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient collectively.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “D” of this Agreement.

**“Project Completion Date”** means the date set out under section C3 of Schedule “C” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “I” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Substantial Completion”** means the date that the Project can be used for the purpose it was intended.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

**A1.3 Conflict.** Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of this Agreement and the terms or conditions set out in any other Schedule of this Agreement, other than Schedule “B”, the terms and conditions set out under this Schedule “A” of this Agreement will prevail. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

**ARTICLE A2**  
**EFFECTIVE DATE AND DURATION OF AGREEMENT**

**A2.1 Effective Date Of Agreement.** This Agreement will take effect on the Effective Date.

**A2.2 Expiration Date Of Agreement.** This Agreement will expire on the Expiration Date.

**ARTICLE A3**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A3.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement;
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it; and
- (f) the Project is owned by the Recipient.

**A3.2 Execution Of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**A3.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A3.4 Approvals, Licenses And Permits.** The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project. The Recipient further acknowledges and agrees that the entering into this

Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

**A3.5 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

**A3.6 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any event that would have the effect of materially changing the risk of the Project or the Recipient.

**A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province.** The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement are for the sole benefit of the Province.

**A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants.** The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Agreement.

#### **ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** Subject to the terms and conditions of this Agreement the Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement; and
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A4.2 Limitation On Payment Of Funds.** Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A13.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based if the Province, in its sole and absolute discretion, determines that there has been a change in risk in relation to the Project or the Recipient;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient until it is satisfied

with the Reports it has received, and not before thirty (30) days after the Expiration Date; and

- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

**A4.3 Use Of Funds And Project.** The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete the Project in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

**A4.4 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient needs such Funds to pay Eligible Costs, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus any Interest Earned thereon in trust for the Province until the Recipient needs the Funds to pay Eligible Costs. The Province may take the following action with respect to any Interest Earned:

- (a) Deduct an amount equal to the Interest Earned from the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the Interest Earned.

**A4.5 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

**A4.6 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**A4.7 Project Financing.** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for funding any Ineligible Costs, and all costs to complete the Project in excess of the Funds;
- (b) Other than the Funds, the Project may not be funded by amounts received under any other application-based funding program put in place by the Province.

**A4.8 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.

**A4.9 Project Completion.** The Project will achieve Substantial Completion by the Project Completion Date.

## ARTICLE A5 ABORIGINAL CONSULTATION

**A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds is strictly

conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project.

**A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.

**A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it has or will take in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.

**A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

## ARTICLE A6

### RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

**A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of this Agreement in writing if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

**A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.

**A6.3 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.

**A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.

**A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

**A6.6 Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule "A" of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

**A6.7 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the Expiration Date or Project Completion Date whichever is earlier.

## **ARTICLE A7 CONFLICT OF INTEREST**

**A7.1 No Conflict Of Interest.** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict Of Interest.

**A7.2 Disclosure To The Province:** The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
- (b) Comply with any directions that the Province may provide upon receiving such disclosure.

**ARTICLE A8**  
**REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION**

- A8.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section C5 of Schedule "C" of this Agreement all Reports in accordance with the timelines set out in Schedule "I" of this Agreement and in the form specified by the Province;
  - (b) Ensure that all Reports are completed to the satisfaction of the Province;
  - (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by an authorized representative of the Recipient; and
  - (d) Notify the Province within ten (10) Business Days of any changes to the expected dates indicated in section F3 of Schedule "F" of this Agreement.
- A8.2 Records Maintenance.** The Recipient will keep and maintain:
- (a) All original financial records, including invoices and proofs of payment, relating to the Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles used in Canada; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law, for a period of seven (7) years after the Expiration Date.
- A8.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises or site of the Project to review the progress of the Project and the Recipient's records detailing the expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule "A" of this Agreement;
  - (b) Remove any copies made pursuant to section A8.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
  - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- A8.4 Disclosure.** To assist in respect of the rights set out under section A8.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- A8.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A8.6 Auditor General.** For greater certainty, the Province's rights under this Article 8 of Schedule "A" of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.
- A8.7 Provision Of Information.** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

**ARTICLE A9  
COMMUNICATIONS**

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information obtained in connection with this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

**ARTICLE A10  
ADDITIONAL PROVISIONS**

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A" of this Agreement, the Additional Provisions will prevail.

**ARTICLE A11  
DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE**

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

**ARTICLE A12  
INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND**

- A12.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 Exclusion Of Liability.** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.



**A12.4 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A12.5 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A12.6 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## **ARTICLE A13 INSURANCE**

**A13.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C4 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

**A13.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in a Notice, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy and/or insurance certificate evidencing insurance required under section A13.1 of Schedule "A" of this Agreement.

**A13.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses

and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

## **ARTICLE A14 TERMINATION ON NOTICE**

**A14.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**A14.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project without the Province's prior written consent;
- (b) Cancel any further payment of the Funds;
- (c) Demand the repayment of any Funds provided, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against any amount owing pursuant to section 14.2(c) of this Schedule "A"; and/or
  - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

## **ARTICLE A15 TERMINATION WHERE NO APPROPRIATION**

**A15.1 Termination Where No Appropriation.** If, as provided for in section A4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A15.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A15.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payment of Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 15.2(b) of this Schedule "A".

**A15.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**ARTICLE A16**  
**EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A16.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including, without limitation, failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project,
  - (ii) Use or spend the Funds on Eligible Costs,
  - (iii) Provide any Reports required under this Agreement, or
  - (iv) Follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Province determines that:
  - (i) The Recipient is unable to carry-out the Project or the Recipient is likely to discontinue the Project;
  - (ii) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Ontario Community Infrastructure Fund – Application-Based Component;
  - (iii) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (d) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (e) The Recipient is wound up or ceases to operate.

**A16.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further payment of Funds;
- (f) Demand the repayment of any Funds provided plus any Interest Earned thereon;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A16.3 Opportunity To Remedy.** If, in accordance with section A16.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A16.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule "A" of this Agreement, and;

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

**A16.5 When Termination Effective.** Termination under this Article A16 of Schedule "A" of this Agreement will take effect as set out in the Notice.

## ARTICLE A17 LOBBYISTS AND AGENT FEES

**A17.1 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

## ARTICLE A18 FUNDS UPON EXPIRY

**A18.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds that were provided but not applied against Eligible Costs plus any Interest Earned thereon.

## ARTICLE A19 REPAYMENT

**A19.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any Funds that have not yet been provided; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

**A19.2 Debt Due.** If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds provided plus Interest Earned from the Recipient; or

- (b) The Recipient owes any Funds provided plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will repay such debt to the Province immediately, unless the Province directs otherwise. In the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

**A19.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A19.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Minister of Finance" and delivered to the Province at the address referred to in section C5 of Schedule "C" of this Agreement.

**A19.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**A19.6 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE A20 NOTICE

**A20.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C5 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

**A20.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**A20.3 Postal Disruption.** Despite section A20.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

**ARTICLE A21  
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A21.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

**ARTICLE A22  
SEVERABILITY OF PROVISIONS**

**A22.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**ARTICLE A23  
WAIVER**

**A23.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

**ARTICLE A24  
INDEPENDENT PARTIES**

**A24.1 Parties Independent.** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

**ARTICLE A25  
ASSIGNMENT OF AGREEMENT OR FUNDS**

**A25.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A25.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE A26  
GOVERNING LAW**

**A26.1 Governing Law.** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE A27  
FURTHER ASSURANCES**

**A27.1 Agreement Into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

**ARTICLE A28  
JOINT AND SEVERAL LIABILITY**

**A28.1 Joint And Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A29  
RIGHTS AND REMEDIES CUMULATIVE**

**A29.1 Rights And Remedies Cumulative.** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A30  
JOINT AUTHORSHIP**

**A30.1 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A31  
FAILURE TO COMPLY WITH OTHER AGREEMENT**

**A31.1 Other Agreements.** If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;

- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate, and may deduct amounts owing as a result of such Failure from the Funds owing under this Agreement.

## **ARTICLE A32 SURVIVAL**

**A32.1 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and Schedules will continue in full force and effect for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

**A32.2 Survival After Creation.** Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

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## **SCHEDULE "B"**

### **ADDITIONAL TERMS AND CONDITIONS**

- B1** ***The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B2** ***Behaviour Of Recipient.*** The Recipient will carry out the Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement.
- B3** ***New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds provided under this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "C" FOLLOWS]**

## SCHEDULE "C" OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1** *Effective Date.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2** *Expiration Date.* The Expiration Date means March 31, 2021, unless this Agreement is terminated earlier, in which it means the date of termination.
- C3** *Project Completion Date.* Project Completion Date means December 31, 2019. For clarity this means that Substantial Completion must have occurred.
- C4** *Insurance Amount.* The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule "A" of this Agreement no less than two million dollars (\$2,000,000.00).
- C5** *Providing Notice.* All Reports and Notices under this Agreement will be submitted to the appropriate Party at the address listed below:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2  Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: <a href="mailto:OCIFApps@ontario.ca">OCIFApps@ontario.ca</a>	The Corporation of the Village of Merrickville-Wolford PO Box 340, 317 Brock Street West Merrickville, ON K0G 1N0  Attention: Sheila Kehoe Fax: (613) 269-3095 Email: <a href="mailto:finance@merrickville-wolford.ca">finance@merrickville-wolford.ca</a>

or any other person identified by either Party in writing.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "D" FOLLOWS]**

## **SCHEDULE "D" PROJECT DESCRIPTION**

The project is for the replacement of watermains along St. Patrick Street, from Brock Street West to Drummond Street; the installation of watermains along St. Patrick Street, from Drummond Street to Lewis Street, along Drummond Street, from west of St. Lawrence Street to St. Patrick Street, and along Lewis Street, from west of St. Lawrence Street to Read Street, including all main valves and structures; installation of sanitary sewers along St. Patrick Street, from south of Brock Street to Drummond Street, from west of St. Lawrence Street to St. Patrick Street, and along Lewis Street, from west of St. Lawrence Street to Read Street, including all necessary manholes and structures; and also includes improvements in these areas to as asphalt, curb, gutter and storm sewer system, including necessary catch basins and structures related to storm service.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Decrease in contamination risk; Improved road drainage.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "E" FOLLOWS]**

## SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

**E1 Eligible Costs.** Subject to the terms and conditions of this Agreement and section E2 of this Schedule "E" of this Agreement, Eligible Costs shall only include all direct and incremental costs that are necessary for carrying out the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred and paid to Arm's Length vendors as evidenced by invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule "D" of this Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (d) The costs for consulting with an Aboriginal Group, including the Recipient's reasonable legal fees, on matters pertaining to the Project, including the cost associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "H" of this Agreement;
- (g) The cost of specialized tools and equipment necessary to carry-out the Project, as determined by the Province; and
- (h) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

**E2 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule "A" of this Agreement;
- (b) Costs incurred prior to June 21, 2017 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;

- (f) Legal fees, other than those reasonable fees associated with consultation with Aboriginal Groups;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing funding applications;
- (l) Costs of accommodation for any Aboriginal Group;
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement
- (n) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund;
- (o) In the Province's sole and absolute discretion any costs or expense of goods or services acquired from parties that are not at Arm's Length from the Recipient; and
- (p) Any costs associated with a Contract that the Province has determined was awarded in a manner that is inconsistent with the requirements of Article 6 of Schedule "A" of this Agreement.

The Province shall have no obligation to pay any costs which it deems ineligible and shall have no liability, or be responsible for any penalty or cost, associated with such determination.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "F" FOLLOWS]**

## SCHEDULE "F" FINANCIAL INFORMATION

- F1 *Maximum Funds.*** Maximum Funds means an amount up to One Million Nine Hundred Thousand Dollars (\$1,900,000).
- F2 *Holdback.*** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.
- F3 *Provision Of Funds.*** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, based on the following payment schedule:

<b>Project Milestone Payment</b>	<b>Recipient Expected Date*</b>	<b>No Later Than</b>
Milestone 1: Agreement Execution	March 9, 2018	March 9, 2018
Milestone 2: Submission and Acceptance of Revised Budget Report, Construction Contract Award Report, and Progress Report (submitted within fifteen (15) Business Days of a council resolution awarding 70% of the Project costs)	October 1, 2018	June 28, 2019
Milestone 3: Submission and Acceptance of Final Report (should be submitted no later than sixty (60) Business Days of the Project Completion Date)	January 29, 2020	February 14, 2020

\*Recipient Expected Date is the date supplied by the Recipient in their Project application as when the required documentation will be submitted. If there is a variance between the date noted in Recipient Expected Date and the actual date the milestone documentation will be submitted by the Recipient, Notice must be provided as soon as possible to the Province.

MILESTONE	PAYMENT AMOUNT	REQUIRED DOCUMENTATION
<p><b>Milestone 1:</b> Execution of this Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.</p>
<p><b>Milestone 2:</b> Within fifteen (15) Business Days of the Tender Award of at least 70% of total Eligible Costs by the Recipient, the submission and acceptance by the Province of the required Reports.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of the lesser of:</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;"><b>and</b></p> <p>(ii) An amount calculated by multiplying ninety percent (90%) against the <u>forecasted</u> total Eligible Costs to the limit of the Maximum Funds, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report;</p> <p>Revised Budget Report; and</p> <p>Progress Report,</p> <p>all as described in Schedule "I" of this Agreement.</p>
<p><b>Milestone 3:</b> After Project Completion by the Recipient, the submission and acceptance by the Province of the required Reports.</p>	<p>Provided it is not a negative figure, the lesser of :</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds;</p> <p style="text-align: center;"><b>and</b></p> <p>(ii) Ninety percent (90%) multiplied by the <u>final</u> total Eligible Costs to the limit of the Maximum Funds.</p>	<p>Final Report as described in Schedule "I" of this Agreement</p>

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "G" FOLLOWS]

## **SCHEDULE "G"**

### **ABORIGINAL CONSULTATION REQUIREMENTS**

**G1.1 Purpose.** This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

**G1.2 Definitions.** For the purposes of this Schedule:

**"Section 35 Duty"** means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

**G2.1 The Province's Responsibilities.** The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

**G3.1 Recipient's Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;



- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of this Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

**G3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**G3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**G3.4 Recipient Shall Assist The Province.** The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

**G4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule "G" of this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

**G5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

**G6.1 Notices In Relation To Schedule.** All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C5 of Schedule "C" of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "H" FOLLOWS]**

## SCHEDULE "H" COMMUNICATIONS PROTOCOL

**H1** **Application Of Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

**H2** **Project Signage.** The Province may require that a sign be installed at the site of the Project. Sign design, content and installation guidelines will be provided by the Province. If the Recipient installs a sign advertising the Project at the site of a Project, the Recipient will, at the Province's request, provide acknowledgement of the provincial contribution to the Project in a manner to be prescribed by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation. The maximum costs per sign will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

**H3** **Media Events.** The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

**H4** **Awareness Of Project.** The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the

Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

**H5 *Issues Management.*** The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

**H6 *Communicating Success Stories.*** The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

**H7 *Disclaimer.*** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]**

## SCHEDULE "I" REPORTS

**11 Reports.** Reports shall include the following:

Name of Report	Required Content
<b>Construction Contract Award Report</b>	<p>A Report including a resolution or other municipal document recognizing the awarding of the Project tender(s) by council for at least 70% of total Eligible Costs.</p> <p>This Report is required as part of the submission package for Milestone 2.</p>
<b>Revised Budget Report</b>	<p>A Report detailing forecasted total Eligible Costs at the time of tender award. The Recipient shall use the form provided by the Province.</p> <p>This Report is required as part of the submission package for Milestone 2.</p>
<b>Progress Report</b>	<p>A Report providing an update on Project status. The Recipient shall use the form provided by the Province.</p> <p>This Report is required:</p> <ul style="list-style-type: none"> <li>• twice a year by May 15 and October 15 for the Term of the Agreement or until the submission of Milestone 3; and</li> <li>• as part of the submission package for Milestone 2.</li> </ul>
<b>Final Report</b>	<p>A report summarizing the Project's outcome and status at Project Completion. The Recipient shall use the form provided by the Province, and must include a statement of final Eligible Costs which have been incurred and paid by the Recipient, as well as copies of invoices and/or payment certificates.</p> <p>This Report is required as part of the submission package for Milestone 3.</p>
<b>Other Reports</b>	As may be directed by the Province from time to time, if any.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – END OF AGREEMENT]**

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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:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Statement of 2017 Remuneration and Expenses for Council, Committee and Board Members.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

Village of Merrickville-Wolford  
Statement of 2017 Remuneration and Expenses

Municipal Act Sec 284 (1)

**COUNCIL**

	Council Honourarium By-Law 10-98	Committee Remuneration PSB R-187-06	Conferences, Mileage & Expenses Budget By-Law 11-16	Total
D. Nash	\$ 12,388.08	\$ 715.00	\$ 1,260.87	\$ 14,363.95
A. Barr	9,438.48			9,438.48
C. MacInnis	9,438.48			9,438.48
S. Ireland	9,438.48		1,476.97	10,915.45
D. Snowdon	9,438.48			9,438.48
K. Weedmark	9,438.48			9,438.48
V. Suthren	9,438.48			9,438.48
<b>Totals:</b>	<b>\$ 69,018.96</b>	<b>\$ 715.00</b>	<b>\$ 2,737.84</b>	<b>\$ 72,471.80</b>

**COMMITTEES & BOARDS**

D. Bower - PSB		\$ 910.00	\$ 746.02	\$ 1,656.02
R. Boswell - PSB		\$ 650.00	\$ 13.27	\$ 663.27
			-	-
<b>Totals:</b>		<b>\$ 1,560.00</b>	<b>\$ 759.29</b>	<b>\$ 2,319.29</b>

**Grand Totals:**                \$ 69,018.96    \$ 2,275.00    \$ 3,497.13    \$ 74,791.09

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**VILLAGE OF MERRICKVILLE-WOLFORD**

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote  
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby direct staff to prepare a report regarding the length of term for advisory committees and member appointments, as well as best practices regarding committee continuity.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor



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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if  
required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby direct staff to maintain the Community Grants line item in the 2018 Budget at \$13,650.00; and

That Council direct staff to provide the approved funding to the eligible community groups as approved through Resolution R-059-18, passed by Council at the regular Council meeting of February 12, 2018.

Carried / Defeated

David Nash, Mayor

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**VILLAGE OF MERRICKVILLE-WOLFORD**

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Ireland	Y	N
MaInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: February 27, 2018

Moved by: Barr Ireland MaInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MaInnis Snowdon Suthren Weedmark

**Be it hereby resolved that:** By-law 15-2018, being a by-law to confirm the proceedings of the Council meeting of February 27, 2018, be read a first and second time, and that By-law 15-2018 be read a third and final time and passed.

Carried / Defeated

\_\_\_\_\_  
David Nash, Mayor

**THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**

**BY-LAW 15-2018**

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 27, 2018

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 27, 2018 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 27, 2018 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 27<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
David Nash, Mayor

\_\_\_\_\_  
Arie Hoogenboom, CAO/Clerk

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**VILLAGE OF MERRICKVILLE-WOLFORD**

Resolution Number: R - - 18

Date: February 27, 2018

For Clerk's use only, if required:

**Recorded Vote**

**Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

**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, March 12, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried / Defeated

---

David Nash, Mayor