

Agenda for Council Council Chambers

Regular Council Meeting 7:00 p.m.

Tuesday May 24, 2022

IMPORTANT NOTICE:

This meeting will be livestreamed and recorded on the "Village of Merrickville-Wolford" YouTube channel at https://www.youtube.com/channel/UC_OEkw3ylMarGSHGeNecrQg

- 1. Call to Order
- 2. Disclosure of Pecuniary Interest and the general nature thereof
- 3. Approval of the Agenda

4. Planning

Site Plan Control Agreement Application - McCaw, Edmonds Lock Lane

5. Minutes

Approval of Minutes of Regular Council meeting of May 9, 2022

Approval of Minutes of Public Meeting of May 9, 2022

Receipt of Minutes of Community Development Advisory Committee (CDAC)

meeting of April 13, 2022

6. Deferred Items

None

- 7. Public Question Period: Questions may be emailed to: mayor@merrickville-wolford.ca
- 8. Next meeting of Council: Monday, June 13, 2022 at 7:00 p.m.

9. Confirming By-Law: 31-2022 re: Confirm Proceedings of Council meeting of May 24, 2022

10. Adjournment.

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Cameron Y N

Foster Y N

Ireland Y N

Molloy Y N

Struthers Y N

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

amended.

Foster

Molloy

Ireland

Be it hereby resolved that:

ouncil of the Corporation of the Village of Merrickville- ve the agenda of the regular Council meeting of May 2	eby
 circulated.	

Carried / Defeated

J. Douglas Struthers, Mayor

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required: **Recorded Vote Requested** By: Cameron Foster Ireland Molloy

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster

Molloy

Ireland

Be it hereby resolved that:

That the Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the draft Site Plan Control Agreement regarding CONCESSION D PART LOT 30 RP 15R542 PT;PART 1 RP 15R9733 PART 1, Village of Merrickville-Wolford, naming George Allen McCaw (Owner) of the first part and the Corporation of the Village of Merrickville-Wolford of the second part; and

Whereas Village staff have received a Site Plan Control Agreement application for a proposed development on the subject parcel and such application has been circulated to Rideau Valley Conservation Authority and Parks Canada, and has been deemed complete for the purposes of processing;

Now Therefore Council of the Corporation of the Village of Merrickville-Wolford does hereby direct the Mayor and CAO to execute the Site Plan Control Agreement, as may be amended upon final review by Village staff and/or Village lawyer, with respect to the proposed development/construction of a new single detached dwelling on the subject parcel; and

That once executed, the Site Plan Control Agreement is to be registered on title of the subject lands per Schedule A of the Site Plan Control Agreement, at the Land Registry Office at the sole expense of the Owner.

> Carried / Defeated J. Douglas Struthers, Mayor

Established 1793 (noorporated Wolford 1850 Merrickville 1860 Amalgameted 1998



VILLAGE OF MERRICKVILLE-WOLFORD

Site Plan Control Agreement Application form

(as of November 17, 2016)

Mailing address: fo by 1550 Send Ak 120 Email: for e for blav. Ca Telephone: Home Work 258 1277 Cell Fax 610 258 0947 Send correspondence to: Owner Applicant/Agent Applicant/Agent Applicant Applic		
Civic address: 23 Cd rends Lock Cone, Snith; Falls Find Finall: None Coll. Fax 2. Applicant/Agent (if different from Registered Owner): Name: Thomas M By ne Mailing address: 10 De 1550 Semptaille On KOS 120 Email: Fax 6.12 258 1277 Call Fax 6.12 258 0947 3. Send correspondence to: Owner Applicant/Agent 4. Name and address of any mortisages, holders of charges or other encumbrances of the subject lands: Not applicable 5. Legal description of property: Former municipality Wolford Township Lot(s) 30 CPart Concession Lot(s) 3 CPart Concession Lot(s) 3 Reference plan 5 R 5 4 2 except P4 1 77 Part(s) Reference plan 5 R 9 7 3 3 Street address Not cossisted Roll #0 7 14 7710 30 0 160 2 00000	1.	Name: GROSE Alley Ic Caw
Telephone: Home 6 284 2069 Work Cell. Fax 2. Applicant/Agent (if different from Registered Owner): Name: Mailing address: 10 9x 1550 Years twille GN KOK 120 Email: for e trablar. Ca Telephone: Home Work 4 258 1277 Cell Fax 6 12 258 0947 3. Send correspondence to: Owner Applicant/Agent 4. Name and address of any mortgages, holders of charges or other encumbrances of the subject lands: Not applicable 5. Legal description of property: Former municipality Wolford Township Lot(s) 30 (Part) Concession Fort(s) Reference plan 15 R 5 42 except P4 1 770 Part(s) Reference plan 15 R 9 7 3 3 Street address Not assigned. Roll #071471103001602 00000		Civic address: 123 Edmonds Cock Cane, Snithstalls FITT
2. Applicant/Agent (if different from Registered Owner): Name: Thomas M By a = Mailing address: fo Dex 1550 Keepfwille GN KOK 120 Email: form@fmblav.ca Telephone: Home Work@1228 1277 Call Fax 61228 0947 3. Send correspondence to: Owner Applicant/Agent Applicant/		
Name: Mailing address: Poly 550		Cell. Fax
Mailing address: for Dx /550 /cmptwile on Kok /20 Email: Tome to blan. ca Telephone: Home Work 6/2258 /277 Cell Fax 6/2258 0947 3. Send correspondence to: Owner Applicant/Agent 4. Name and address of any mortgages, holders of charges or other encumbrances of the subject lands: Not applicable 5. Legal description of property: Former municipality Wolford Township Lot(s) 30 (Part) Concession Lot(s) 1 Reference plan 5R 973 3 Street address Not 6.55 & Roll #071471103001602 0000	2.	Applicant/Agent (if different from Registered Owner):
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Part(s) 1 Reference plan 15 R 9 7 3 3 Street address Nof 655 2 4 Roll #071471103001602 0000		Tours 1 Section of 1 774
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The sources VOIV VOITTOOD Survey stracted 1 tes 100 100 100 100	į	PIN address 68/00 - 0099 + 0063 Survey attached Yes No 700 0000

	If "yes", please describe the easement or covenant:
7.	Does the site plan affect: Entire property Portion of the property
8.	Dimensions of lands affected:
	Frontage 828 ft an rox Img. Area 2000 Secon
	Frontage 828 ft apriox IMG. Area Dacres offen Depth 550 ft apriox iMG. Width of street 80ft wink
9,	Official Plan designation of the subject property: Aniculture
10.	Zoning By-Law designation of the subject property: [[[4] Agric 4]
	Other applications submitted with this application:
	UCLG: Official Plan amendment
	Village:
	Official Plan amendment Zoning By-Law amendment Minor Variance
эг	Consent Plan of subdivision
-	explanation of proposed development: to bould a dwelling house
- 3. H	explanation of proposed development: to bould a dwelling hour
3. H	
3. H	as the subject lands ever been the subject of an application for an Official Plan amendment, oning By-Law amendment, Minor variance or Site plan control? Yes No very No very, please provide details: isting use of subject property and length of time this use has continued on the subject property ease provide length of time that the existing use has continued)
3. H	as the <u>subject lands</u> ever been the subject of an application for an Official Plan amendment, oning By-Law amendment, Minor variance or Site plan control? Yes No wes, please provide details:

17. Site plan details:

		Existing	Proposed
	a) Number of dwelling units	_0_	7
	b) Number of commercial or industrial u	nits O	Ó
	c) Number of accessory buildings	-	1
	d) Gross floor area devoted to		
	- Commercial	_ 0	0
ı	- Industrial	0	0
- 1	- Residential Stars	0	1,60254
- 1	- Other	5000.cf	5 000 5
	e) Percent lot coverage		40
	- Main building	0	4/8
	 Accessory building(s) 	<18	418
.	f) Percent landscaped area		52
	g) Building height		
j	 Main building 	<u> </u>	22FF
	 Accessory building(s) 	29FH	294+
	h) Number of parking spaces	_0	2
	Number of loading spaces	No	19/0
18. Tyme	e of access to the lands and name of road;		
		County Rd	7
		Seasonal municipal Rd	
Unor	pened road allowance		
Wate	se	Private right-of-way	
If pro	oposed access is by water, what boat docking land?	Other, please specify g and parking facilities ar	
Servi	ice currently available, or to be available	N	
	Municipal Communal Private Water water water	Municipal Communal sewers sewers	Private septic
Existi			
Propo	osed 🔲		
19. Are <u>st</u>	tormwater sewers present? Yes	No Pro	nosed 🗀

20. Are there any of the following uses or features on the subject lands or within 500 meters of the subject property? Use or Feature On subject Within 500m of subject land? land? (Give approximate distance) Agriculturally designated area Livestock facility (i.e. barn) or manure storage facility Landfill site (active or closed) Sewage treatment plant/lagoon Industrial use Licensed pit or quarry or an area designated for aggregate extraction Mining hazard g) Active railway line h) Floor plain or other natural hazard Natural gas or oil pipeline ij Hydro easement Contaminated site Well head protection zone n) Provincially significant wetland Area of natural and scientific interest (ANSI) Fish/Wildlife habitat Designated heritage building/site To be sworn and signed before a "Commissioner for taking oaths" or the Clerk of the Municipality as an authorized commissioner. of_ declare that the information contained in this application are on the attached plan and any associated , bereby solemnly information submitted with this application are, to the best of my belief and knowledge, a true and complete representation of the purpose and intent of this application. Signature of Owner Declared before me at the Barbara Lynne Nuttall, a Commissioner, etc. Province of Ontario, for Thomas M. Byrne, Barrister and Solicitor A Commissioner, Etc. Expires: July 21, 2023

Schedule "A" Site Plan Control Agreement Application form

FREEDOM OF INFORMATION/ACCESS TO PROPERTY

CONSENT OF OWNER

I, tended the purposes of the Freedom of Information and Protection of Privacy Act, hereby authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application. I also authorize and consent to representatives of the Village of Merrickville-Wolford, and the persons and public bodies conferred with under Section 41 (8) of the Planning Act, entering upon the lands subject of this application for the purpose of conducting any site inspections as may be necessary to assist in the evaluation of this application.

Date Signature of Owner

Schedule "B" Site Plan Control Agreement Application form

APPLICANT/AGENT OF OWNER

AUTHORIZATION FORM
I being the registered owner, executor/executrix, signing
corporate officer(s) of the lands subject for which this application is to be made, hereby authorize
and direct / home 5 /7 \$704 to set as my agent and on my heleft a apply to the
Corporation of the Village of Merrickville-Wolford for a site plan control agreement on the lands herein described.
Village of Merrickville-Wolford Or former municipality of
P 2
PIN address (VIA) COGO
(14) 711 0 700 0 TOW 0000 1
8800 -006 7
atibo.
Jordan January
Owner / Executor/Executrix / Signing corporate officer(s)
<i>I</i>)
The state of the s
of Gamelle this / 9 day of Outle 202/
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n rustall
A Commissioner, Etc. Barbara Lynne Nuttall, a Commissioner, etc. Province of Ontario, for
Thomas M. Byrne, Barrister and Solicitor
Expires: July 21, 2023



Declarations

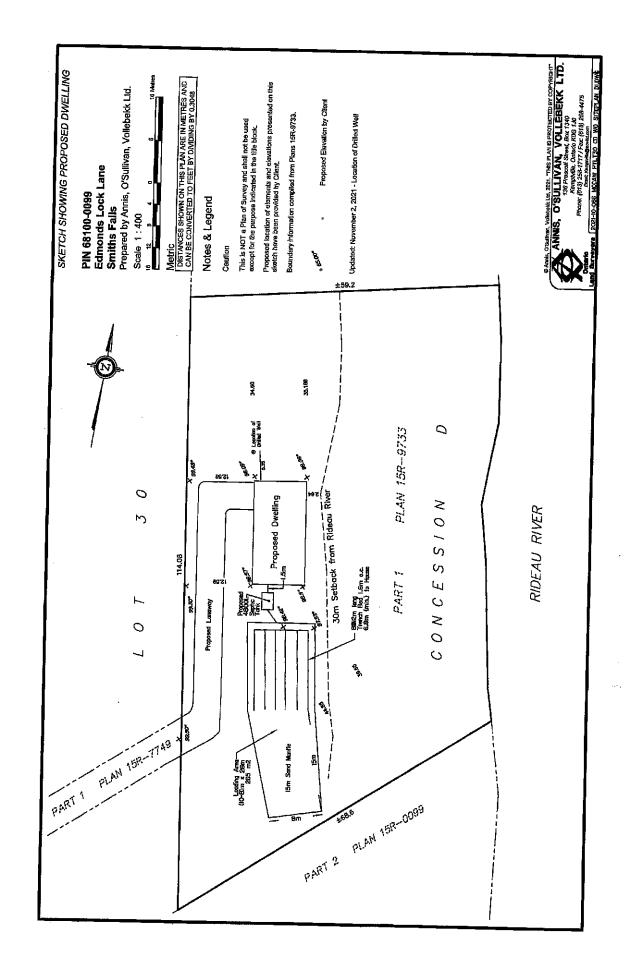
Application for SITE PLAN CONTROL AGREEMENT

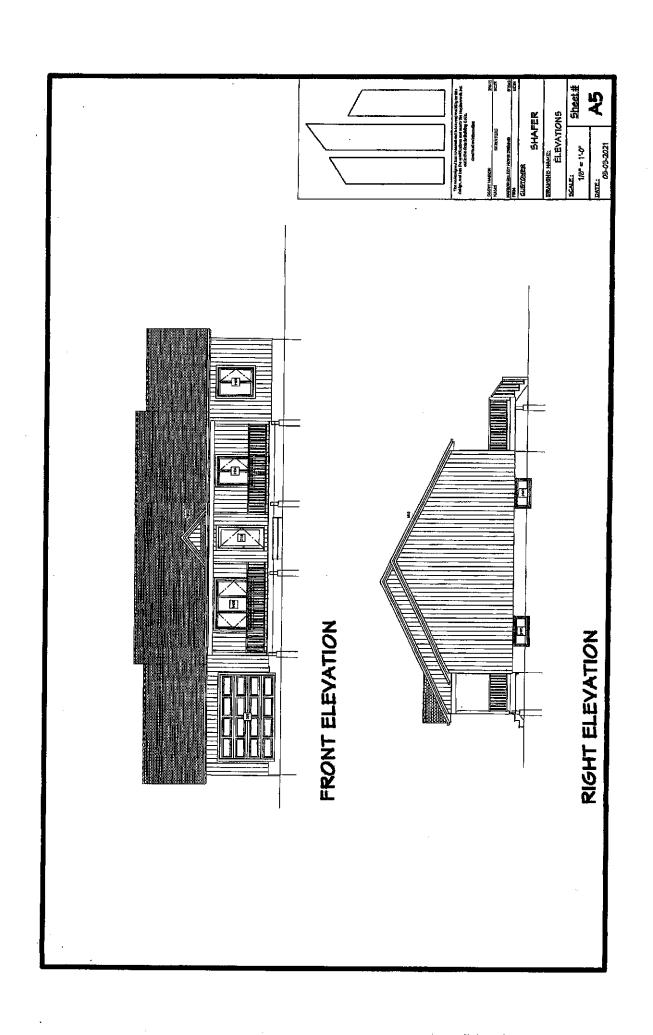
I, Corre / (c our being the registered property owner(s) of the property th	at is
the subject of this application for Site Plan Control Agreement, do hereby understand and con	sent
to forthwith pay any and all additional costs associated with the processing of this applicat	tion.
Failure to do so will result in cancellation of processing the application and/or all fees may	y be
added to the assessment rolls of the affected property.	
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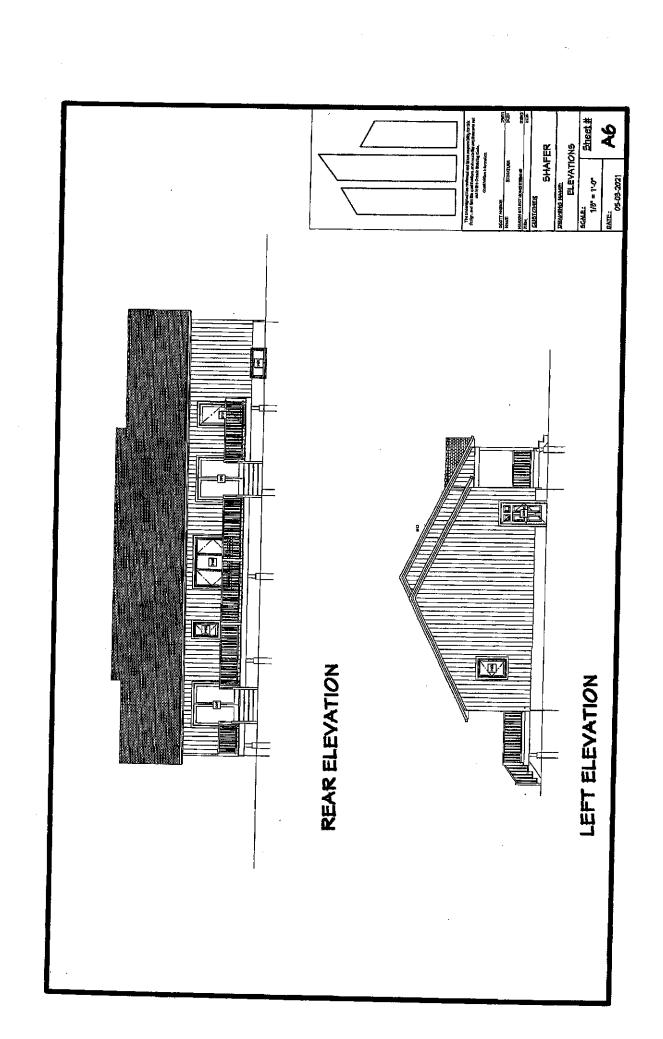
Use one form for each individual who a	minum onel talana	Sched	ule 1: Desig	ner Informati
Use one form for each individual who re A. Project information	ratemo alin rakes ti	asponsibility for design activ	illies with respect to	o the project.
Building number, street name			Unit no.	Lot/con.
Municipality	Postal code	The state of the s		EORODII.
		Plen number/ other desc	ription	
B. Individual who reviews and ta	kes responsibili	ty for design activities		
Name Scott Mario		Marion Sele		
Street address	JI (MINION 2016	Unit no.	esigns
Municipality			Oracino.	Lot/con.
North Grenville	Postal code K0G 1J0	Province Ontaken	E-mail	rian President
Telephone number	Fax number	O I I LEGISTATI	Cell number	rion@yahoo
613-762-3573		<u></u>		
C. Design activities undertaken by Division Cj	y individual ider	itified in Section B. [Bu	illding Code Tab	le 3.5.2.1. of
✓ House		- House		
Small Buildings		ng Services	Building	Structural
Large Bulldings	Detect	ion, Lighting and Power		j House j All Buildings
Complex Buildings Description of designer's work To design				i – Ali bulldings lewage Systems
Scott	Marion	d	eclare that (choose	one as appropriate)
	·•			
f review and take responsibility C, of the Building Code. I am o	/ for the design wo	rk on behalf of a firm regist	ered under subsect	ion 3.2.4.of Division
Individual BCIN: 2947	lantition! Other file it	in is registered, in the appl	opnate classes/cat	egories.
Firm BCIN: 3735	2		_	
i review and take responsibility under subsection 3.2,5,of Divis	for the design and	i am qualified in the approp	riate category as ar	n "other designer"
individual BCIN:				•
Basis for exemption from r	egistration:		• 	÷
The design work is exempt from	n the registration a	nd qualification requiremen	is of the Building C	ode
Basis for exemption from n	egistration and qua	alification:	is of the banding G	uus.
ortify that; 1. The information contained in this a		<u></u>		, , , , , , , , , , , , , , , , , , ,
	chedule is true to t	the best of my knowledge.		
2. I have submitted this application w	nn iné knowledge :	and consent of the firm.		
May 3, 2021		S11		
Date	8	ignature of Designer		

NOTE;

- For the purposes of this form, "individual" means the "person" referred to in Clause 3.2.4.7(1) (c).of Division C, Article 3.2.5.1. of Division C, and all other persons who are exempt from qualification under Subsections 3.2.4. and 3.2.5. of Division C.
- Schedule 1 is not required to be completed by a holder of a license, temporary license, or a certificate of practice, issued by the Ontario
 Association of Architects. Schedule 1 is also not required to be completed by a holder of a license to practise, a limited license to practise,
 or a certificate of authorization, issued by the Association of Professional Engineers of Ontario.







SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _	day of	, 2022.

BETWEEN:

George Allen McCaw

hereinafter referred to as the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Owner has made an application to the Municipality for permission to develop those lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

AND WHEREAS the Council of The Corporation of the Village of Merrickville-Wolford passed Site Plan Control Area By-law No. 11-2021 for the approval of site plans pursuant to the *Planning Act*, as amended;

AND WHEREAS the Council of The Corporation of the Village of Merrickville-Wolford has approved those plans for the development of the Owner's Lands set out in Schedule "C" to this Agreement (the "Site Plan Drawings"), subject to the Owner entering into a Site Plan Control Agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval by Council of the Site Plan Drawings and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

- 1) The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, develop the Owner's Lands in accordance with the Site Plan Drawings, and shall construct, use, and maintain those facilities and works set out in the Site Plan Drawings in accordance with the terms of this Agreement. The Site Plan Drawings listed in Schedule "C" are hereby incorporated by reference into this Agreement. The originals of the Site Plan Drawings are on file in the offices of the Municipality and shall govern in the event of any dispute.
- 2) The following Schedules are attached to and form part of this Agreement:

Schedule "A" - Description of Lands
Schedule "B" - Security for Works
Schedule "C" - Site Plan Drawings

Schedule "D" Grants of Easement and Other Public Lands
Schedule "E" - Municipal and Site-Specific Conditions

- 3) The Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement.
- 4) Without limiting the generality of the Owner's obligations set out in clause 1 of this Agreement, the Owner covenants and agrees to develop the Owner's lands in accordance with those municipal and site-specific conditions set out in Schedule "E" to this Agreement.
- 5) Prior to the commencement of any construction, to obtain all other permits and approvals required by any other agency or authority having jurisdiction.
- 6) The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".
- 7) As security for the performance of the Owner's obligations under this Agreement, the Owner shall provide the Municipality with security in the form for cash, letter of credit or certified cheque. Provided that the municipality shall not draw down on the security unless the Owner is in default in the performance of an obligation under this Agreement and such default continues for more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default.
- 8) Upon completion of all works and facilities and prior to the release of any securities, the Owner shall deliver to the Municipality the certificate of a consulting engineer licensed under the Professional Engineers Act (Ontario) confirming that all works and facilities have been installed in accordance with this Agreement.
- 9) Except as may otherwise be provided for in this Agreement, the Owner shall complete the construction of all works and facilities within six (6) months of the date of occupancy of the building; but in cases of undue hardship, the Municipality may extend in writing any time for completion required by this Agreement.
- 10) If any lien is claimed pursuant to the Construction Act for the supply of services or material in connection with the construction or maintenance of any portion of the works or facilities located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall be considered in default under this Agreement and shall continue to be in default until all liens are discharged, and the Municipality may, in its absolute discretion, pay the required amount into court to discharge the lien and invoice the Owner for the full amount. The Owner shall reimburse the Municipality the full amount paid to discharge the lien (including all costs incurred) within thirty (30) days of receipt of the invoice from the Municipality, failing which the Owner shall be in default of this Agreement. The Owner

acknowledges and agrees that in the event of default under this paragraph, the Municipality may place the amount of the payment required to discharge the lien, plus all costs incurred, on the tax roll and recover the amount in the same manner as municipal taxes.

- 11) If any portion of the Works or facilities will be located on a public street or highway or any lands owned by the Municipality or any other public authority, the Owner shall, as a condition of this Agreement, keep in force until such works or facilities have been approved by the Municipal Engineer a comprehensive plan of public liability and property damage insurance acceptable to the Municipality that provides insurance coverage in respect of any one occurrence to the limit of at least five million dollars (\$5,000,000) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. The policy shall name the Municipality as a named insured.
- 12) The policy shall provide coverage against all claims for all damages or injury including death to any person or persons or damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or maintenance of the works. The policy shall include completed operations coverage liability, blanket written contractual liability with respect to non-owned licensed vehicles and shall have no exclusion pertaining to shoring, blasting (unless a separate certificate of insurance for blasting is provided prior to the start of blasting), excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading. The issuance of a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Municipality may be held responsible.
- 13) The Owner shall provide the Municipality with a Certificate of insurance in a form satisfactory to the Municipality together with such proof as the Municipality may require that all premiums on the policies of insurance have been paid and that they are in full force and effect. If the Owner fails to pay premiums or otherwise keep the policies in force, the Municipality may pay premiums or take out additional policies as it considers necessary and the Owner shall pay all costs.
- 14) In the event the Owner is in default in the performance of any obligation under this Agreement and such default continues more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default, the Municipality may, without further notice to the Owner, do such thing at the Municipality's expense as it may reasonably require necessary to remedy the default, and the Municipality may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the Municipal Act, 2001, S.O., 2001, C. 25, as amended.
- 15) Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
- 16) The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless

- the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
- 17) The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the works and facilities and to perform any work arising from or the result of any default by the Owner under this Agreement.
- 18) It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.
- 19) The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the Works.
- 20) All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this agreement and shall continue in default until payment plus all accrued interest is made in full.
- 21) Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
- 22) The Owner consents to the registration by the Municipality (alternatively, the Owner to register and provide the Municipality with proof of registration) at the Owner's expense of this Agreement against the title to the Owner's Lands and, in accordance with s. 41(10) of the Planning Act, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
- 23) The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.
- 24) All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
- 25) Notwithstanding any other provision to the contrary, this Agreement shall, at the option of the Municipality, lapse and be of no further force and effect if the building permit expires or is revoked, or if construction of the building shown on the Site Plan Drawings is not commenced within two (2) years of the date of this Agreement.
- 26) The Owner covenants and agrees that nothing in this Agreement releases the Owner

from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

- 27) Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
- 28) Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
- 29) The Owner agrees that if any section, clause or provision of this Agreement, is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
- 30) This Agreement shall enure to and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have by the hands and seals executed this agreement as of the first date set out above.

SIGNED, SEALED AND DELIVERED:

THE MERF Per:		ATION O	THE	VILLAGE	OF
Mayo	or				
		tive Officer/			
We ha	ive authorit	y to bind th	e Corpor	ation	
George	e Allen Mc	Caw			
Title:_					

I/We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

WOLFORD CONCESSION D PART LOT 30 RP 15R542 PT;PART 1 RP 15R9733 PART 1, Village of Merrickville-Wolford (parcel South of Edmonds Lock Lane)
Roll No. 071471103000700 (May 2022)

SCHEDULE "B"

SECURITY FOR WORK

In accordance with clause 7 of this Agreement, the Owner shall deposit with the Treasurer of the Municipality at the time of entering this Agreement security in a form acceptable to the Municipality in the amount ofZERO				
The parties acknowledge and agree that the amount of the security is based on the cost estimate prepared by dated, attached as Appendix 1 to this Schedule.				
Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this agreement and the performance by the Owner of all other obligations under this Agreement, and upon receipt of the certificate of the consulting engineer required by clause 8 of this Agreement, the security shall be returned to the Owner.				

SCHEDULE "C"

SITE PLAN DRAWINGS

The listed drawings are incorporated by reference into this Agreement and shall be kept on file at the offices of the Municipality. The copies on file with the Municipality shall govern in the event of any dispute.

Drawings include:

- Elevations (Front, Right, Rear, Left), Marion Select Home Designs, Sheet # A5 and Sheet # A6 dated 05-03-2021.
- sketch showing proposed dwelling, prepared by Annis, O'Sullivan, Vollebekk Ltd., as updated November 2, 2021, noting existing healthy vegetation is to remain in the 30m setback from Rideau River.
- Site Plan Control Agreement Application

SCHEDULE "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

None

SCHEDULE "E"

MUNICIPAL AND SITE-SPECIFIC CONDITIONS

The Owner further covenants and agrees to develop the Owner's lands in accordance with the following Municipal Conditions:

- The Owner agrees the site plan drawings ("Drawings") shall be revised at the Owner's expense to the satisfaction of Municipality upon reasonable request.
- The Owner shall install all exterior lighting and signs in accordance with the Drawings and to direct any light emitted from them downwards and away from adjacent uses or streets in accordance with the illumination plan. All exterior lighting shall be dark sky compliant.
- The Owner shall be responsible for installing and maintaining all sediment and erosion controls in accordance with the approved drawings and best management practices prior to and during construction until acceptable ground cover has established.
- 4. The Owner shall be responsible to apply for and obtain all required permits and approvals for any sanitary and water connections including septic systems.
- 5. All insurance policies taken out by the Owner in accordance with this Agreement shall be in a form satisfactory to the Municipality from time to time acting reasonable. The Owner agrees that certificates of insurance or, if required by the Municipality, certified copies of the policies, will be delivered to the Municipality as soon as practicable after the placing of the required insurance or its renewal from time to time or if requested at any time by the Municipality.
- 6. The Owner shall construct all works and facilities in a good and workmanlike manner and, where applicable, according to the Municipality's normal standards and specifications.
- 7. The Owner shall complete all landscaping within twelve months from the date on which a building permit is issued.
- 8. The Owner shall develop the Owner's land generally in accordance with the Municipality's site plan control guidelines in effect on the date of this agreement, a copy of which the owner hereby acknowledges receiving.
- The Owner shall ensure that any disturbed areas not actively under construction shall be levelled and seeded within 45 days of the cessation of construction (permanent or temporary).

Additional Site-Specific Conditions:

- Refer to Design Guidelines found in Appendix A of the Village of Merrickville-Wolford Official Plan (April 2021).
- 11. Parks Canada recommends:
- No development should occur within the 30m setback / buffer zone

- We recommend maintenance of the existing vegetation within the 30 metre setback, including a natural shoreline
- We encourage the use of building materials and colours that blend in with the surrounding landscape. Earth tones and neutral colours are recommended for the finished exterior of the dwelling. Reflective materials, such as galvanized and bare metals, particularly for roof coverings and support structures, are discouraged.
- Any work conducted in the water or along the shoreline requires prior written authorization from Parks Canada, and must adhere to Parks Canada's Policies for In-Water and Shoreline Works and Related Activities. Our navigation charts are showing that the water is shallow along the shoreline. Navigable depth is a minimum of 15 metres out from most of the shoreline, which exceeds our 9.75m maximum dock length. The applicant should be made aware that there may be limitations associated with obtaining permission for the installation of new marine facilities at this property. For example, a dock location would be limited to areas of the shoreline with suitable water depth. Any in-water or shoreline application will also be reviewed for impacts to Species at Risk. Craig Cunningham (craig.cunningham@canada.ca) is the permitting officer for the Rideau Canal, and can be contacted by email should the applicant have further questions on this aspect of the project.
- 12. Rideau Valley Conservation Authority (RVCA), advises that the following best practices be incorporated:
- sediment and erosion protection measure in place to the satisfaction of the chief building official
- demolition debris be disposed of in a proper disposal area away from watercourses and wetlands
- all exposed soils be stabilized after construction is completed to prevent sediment from eroding into the Rideau River.
- · roof leaders be directed to the side or rear away from the Rideau River

The Owner is encouraged to maintain and augment the shoreline vegetative buffer, for further advice for plantings and advice they can contact RVCA shoreline naturalization staff, the information can be found at the following link: https://www.rvca.ca/stewardship-grants/shoreline-naturalization/shoreline-naturalization-program"

No new development is permitted within the floodplain per RVCA policies.

- The RVCA's Regulation Limit is the area to which the Conservation Authority is required to review development and alteration applications under the Conservation Authorities Act (OReg. 174/06).
- Development includes, but is not limited to proposed construction, reconstruction, decks, foundations, additions, auxiliary buildings, sewage systems, placing fill, regrading of any type, pools, culverts, water crossings, shoreline works, etc.
- An application under OReg 174/06 submitted to RVCA office would be evaluated within the context of the policies found in this link: https://www.rvca.ca/regulations-planning/rvca permits-section-28/forms-fees-resources
- There is a minimum development setback of 30 metres from all watercourses on the subject property.
 - o Watercourse alteration includes but is not limited to: straightening, changing, diverting or interfering in ' any way with the existing channel of a river, creek, stream or watercourse or change or interfere in any way with a wetland.

Proposed Shoreline Works & Docks

 Proposed shoreline alterations require a permit from the RVCA (eg. shoreline works, erosion control, some docks, etc.). These regulations pertain to every watercourse/waterbody in the RVCA's watershed. Should you need to review RVCA's development policies, regulations, and a guideline for shore works, please visit: https://jwww.rvca.ca/regulations-planning/rvca-permits-section-28/forms-fees-resources

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's u required:	
Recorded V	ote Requested
By:	
Cameron	YNI
Foster	YN
Ireland	YN
Molloy	YN
Struthers	YN

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster

Molloy

Ireland

Be it hereby resolved that:

The Council of the Corporation of the Vi approve the Minutes of the regular meet	llage of Merrickville-Wolford does hereby ting of May 9, 2022, as
circulated.	
amended.	
	Carried / Defeated
	J. Douglas Struthers, Mayor

The Corporation of the Village of Merrickville-Wolford

Monday May 9, 2022, 7:00 p.m.

Chaired by:

Members of Council:

Mayor J. Douglas Struthers

Deputy Mayor Michael Cameron

Councillor Steve Ireland Councillor Timothy Molloy Councillor Bob Foster

Staff in Attendance:

Doug Robertson, CAO/Clerk

Julia McCaugherty-Jansman, Deputy Clerk

Stacie Lloyd, Manager of Community Development

Kirsten Rahm, Treasurer

Guests

Forbes Symon, Jp2g Consultants

Mary Kate Laphen, CEO, Merrickville Public Library

Sonia Fazari, Enbridge Gas

NOTE: This meeting was held in person by Council with staff and electronically for delegations via Zoom. The meeting was livestreamed and recorded on the Village's YouTube Channel to ensure transparency.

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

Approval of Agenda

R-148-22

Moved by Councillor Foster, Seconded by Councillor Ireland **Be it hereby resolved that:** The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the regular Council meeting of May 9, 2022, as circulated.

Carried.

Planning R-149-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy Be it hereby resolved that:

That the Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the draft Development Agreement regarding Consent Applications B-154-21 and B-155-21, naming Patrick William Gillespie and Patricia L E Gillespie as party of the first part and the Corporation of the Village of Merrickville-Wolford as party of the second part; and

Whereas Council passed resolution R-136-21 on November 22, 2021 recommending support of Consent Applications B-154-21 and B-155-21 to the Consent Granting Authority, with standard conditions as noted in the Municipal Consent Application Questionnaire and the condition that the applicant enter into a Development Agreement with the Village, whereby the recommendations of the scoped Environmental Impact Statement conducted with Rideau Valley Conservation Authority and dated October 9, 2021, are implemented through such Development Agreement; and

Whereas the Development Agreement, once executed is to be registered on title of the subject lands per Schedule A of the Development Agreement, at the Land Registry Office at the sole expense of the Owner;

Now Therefore Council of the Corporation of the Village of Merrickville-Wolford does hereby direct the Mayor and CAO to execute the Development Agreement, as may be amended upon final review by Village staff and/or Village lawyer, with respect to consent applications B-154-21 and B-155-21.

Carried.

Delegations: R-150-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the 2021 Annual Report from the Merrickville Public Library for information purposes.

Carried.

R-151422

Moved by Councillor Ireland, Seconded by Councillor Molloy Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act; and

That this Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Village of Merrickville-Wolford is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises

I hereby certify the foregoing to be a true copy of a Resolution passed by the Council of the Corporation of the Village of Merrickville-Wolford on the 9^{th} day of May 2022.

Carried.

R-152-22

Moved by Councillor Molloy, Seconded by Ireland Be it hereby resolved that:

By-Law 25-2022, being a By-law to approve the form of draft by-law and franchise agreement between the Village of Merrickville-Wolford and Enbridge Gas Distribution Ltd., be read a first and second time.

Carried.

Minutes:

R-153-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the regular meeting of April 11, 2022, as circulated.

Carried.

R-154-22

Moved by Councillor Ireland, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the regular meeting of April 25, 2022, as circulated.

Carried.

R-155-22

Moved by Councillor Molloy, Seconded by Councillor Ireland Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the public meeting of April 11, 2022, as circulated.

Carried.

Correspondence

R-156-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from Barry Phillips and Trish Adams requesting a fee waiver for the Merrickville European Class Car Show 2022; and

That Council does hereby approve the request.

Carried.

CAO

R-157-22

Moved by Councillor Molloy, Seconded by Councillor Ireland Be it hereby resolved that:

By-Law 29-2022, being a By-Law to appoint a Deputy Clerk, be read a first and second time, and that By-Law 29-2022 be read a third and final time and passed.

Carried

R-158 22

Moved by Councillor Foster, Seconded by Councillor Ireland Be it hereby resolved that:

Whereas Council received information from Community Development Advisory Committee (CDAC) about Electric Vehicle charging stations on April 25, 2022 and about the Zero Emission Vehicle Program (ZEVIP) funding; and

Whereas Council directed staff to evaluate other potential funding options; and

Whereas this is an extensive highly complex field of technical knowledge; and

Whereas all ZEVIP grant funds may be awarded quickly to other applicants and exhausted well before it closes on August 11, 2022;

Now be it hereby resolved that Council authorizes and directs staff to work with CDAC to complete and submit the application for ZEVIP funding for EV chargers as soon as possible.

Carried.

Public Question Period:

No questions were received.

Confirming By-Law

R-159-22

Moved by Councillor Foster, Seconded by Councillor Ireland Be it hereby resolved that:

By-law 27-2022, being a by-law to confirm the proceedings of the Council meeting of May 9, 2022, be read a first and second time, and that By-law 27-2022 be read a third and final time and passed.

Carried.

Adjournment

R-160-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that: This regular meeting of the Council of the Corporation of the

Village of Merrickville-Wolford does now adjourn at 8:10 p.m. until the next meeting of

Council on Tuesday May 24, 2022 or until the call of the Mayor subject to need.

Carried.

J. Douglas Struthers, Mayor	
Doug Robertson, CAO/Clerk	

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VILLAGE OF MERRICKVILLE-WOLFORD

equired:		only, if	
**************************************		-	37 2.15
Recorde	d Vote	Reque	ested
Зv:			
Camero	n Y	N.	
Foster	Y	N.	
Ireland	Υ	· N	
Molloy	Y	N	
MOHOY	Y	IN .	

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster

Molloy

Ireland

Be it hereby resolved that:

	n of the Village of Merrickville-Wolford does hereby ecial public meeting of May 9, 2022, as
circulated.	
amended.	
	Carried / Defeated

J. Douglas Struthers, Mayor

The Corporation of the Village of Merrickville-Wolford

Monday May 9, 2022, 6:00 p.m.

Chaired by:

Members of Council:

Mayor J. Douglas Struthers

Deputy Mayor Michael Cameron

Councillor Steve Ireland Councillor Timothy Molloy

Councillor Bob Foster

Staff in Attendance:

Doug Robertson, CAO/Clerk

Kirsten Rahm, Treasurer

Stacie Lloyd, Manager of Community Development

Julia McCaugherty-Jansman, Deputy Clerk

Guests

Forbes Symon, Jp2g Consultants

Jim Flewitt Dawn Flewitt Nancy Zukewich Tracy Zander Gary McLaren

NOTE: This meeting was held in person by Council with staff and electronically for delegations via Zoom. The meeting was livestreamed and recorded on the Village's YouTube Channel to ensure transparency.

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

Approval of Agenda

R-142-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the special Council meeting of May 9, 2022, as circulated.

Carried.

Move to Public Meeting to amend OPA-01-2022:

R-143-22

Moved by Councillor Ireland, Seconded by Councillor Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to a Public Meeting under Sections 17 and 21 of the Planning Act, as amended.

R-144-22

Moved by Councillor Ireland, Seconded by Councillor Foster Whereas the Council of the Corporation of the Village of Merrickville-Wolford now closes the statutory public meeting held this 9th day of May, 2022, under Sections 17 and 21 of the Planning Act to consider Official Plan amendment application for land

124 Driscoll Road, Concession 1, Part Lot 15 and Part Lot 16 in the Village of Merrickville-Wolford.

Now Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford pass By-Law 28-2022 to amend the Village Official Plan (2021) by redesignating the lands described as 124 Driscoll Road, Concession 1, Part Lot 15 and Part Lot 16 in the Village of Merrickville-Wolford, from "Aggregate Resource" to "RURAL" and to remove the "Aggregate Resource Influence Area" overlay from the subject lands.

Carried.

By-Law R-145-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron Be it hereby resolved that:

By-Law 28-2022, being a By-Law to adopt the Official Plan Amendment #1, be read a first and second time, and that By-Law 28-2022 be read a third and final time and passed.

Carried.

R-146 22

Moved by Councillor Molloy, Seconded by Deputy Mayor Cameron Be it hereby resolved that:

By-law 30-2022, being a by-law to confirm the proceedings of the special Council meeting of May 9, 2022, be read a first and second time, and that By-law 30-2022 be read a third and final time and passed.

Carried.

Adjournment

R-147 22

Moved by Councillor Molloy, Seconded by Councillor Ireland Be it hereby resolved that:

This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 6:30 p.m. until the call of the Mayor subject to need.

Carried.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

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For Clerk's use only, if required: **Recorded Vote Requested** By: Cameron Foster : Ireland Molloy Struthers

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster-

Molloy

Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the minutes of the Community Development Advisory Committee meeting of April 13, 2022 for information purposes.

Carried / Defeated

J. Douglas Struthers, Mayor

MINUTES

13 April 2022 at 7:30 p.m.

ZOOM Meeting

Members Present: Chair Helen Canjar, Donna Daw (Secretary), Mike Zaversenuke, Bob Foster (Council Liaison) . absent: Tom Belanger

- 1. The meeting called to order at 7:43 p.m.
- 2. Disclosure of Pecuniary Interest and Nature Thereof: None Declared.
- Approval of the Agenda Moved by: Mike Z. Seconded by Donna

Be it hereby resolved that the Community Development Advisory Committee does hereby approve the Agenda as amended.

CARRIED

- 4. Approval of previous meeting minutes not available
 - 5. Review of document to be submitted to Council

review of presentation, recommendation to council to pursue this proposal.

Recommendation:

The CDAC committee is making the recommendation that the municipality of Merrickville-Wolford investigates the opportunity to support electric vehicle charging stations in our community.

Moved by: Donna Daw. Seconded by Mike Z CARRIED

Motion for committee to approve amended Electric Vehicle Charging Station recommendation
2nded by Donna Daw
CARRIED

6. Next meeting date: Tuesday May 3rd, 2022

7.	Adi	iour	'n'n	nent.
	, ,,	,		

Motion

Moved by Donna D. Seconded by Mike Z.

Be it hereby resolved that the Community Development Advisory Committee meeting be adjourned at 8:51 pm.

CARRIED

p.p. Donna Daw, Secretary

Chair: Helen Canjar

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:
Recorded Vote Requested By:
Cameron Y N
Foster Y N
Ireland Y N
Molloy Y N
Struthers Y N

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster

Molloy

Ireland

Be it hereby resolved that: By-law 31-2022, being a by-law to confirm the proceedings of the Council meeting of May 24, 2022, be read a first and second time, and that By-law 31-2022 be read a third and final time and passed.

Carried / Defeated

J. Douglas Struthers, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 31-2022

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 May 24, 2022

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 prudent 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 May 24, 2022 be confirmed and adopted by by-law;

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

- The proceedings and actions of Council at its meeting held on May 24, 2022 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.

Real a first, second and third time and passed on the 24th day of May 2022.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk



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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Cameron Y N

Foster Y N

Ireland Y N

Molloy Y N

Struthers Y N

Resolution Number: R -

- 22

Date: May 24, 2022

Moved by:

Cameron

Foster

Molloy

Ireland

Seconded by: Cameron

Foster

Molloy

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 p.m. until the next meeting of Council on Monday, June 13, 2022 or until the call of the Mayor subject to need.

J. Douglas Struthers, Mayor

Carried / Defeated