

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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 draft Site Plan Control Agreement regarding 611 Main Street East, PLAN 6 PT LOT R RP 15R966; PART 1 in the Village of Merrickville-Wolford, naming Michael Joseph Maure and Deborah Elaine Maure (Owners) 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 the subject proposed development and such application remains to be 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, and in due course following planning review and approval, with respect to the proposed development/construction of 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

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2022.

BETWEEN:

Michael Joseph Maure and Deborah Elaine Maure

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 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 CORPORATION OF THE VILLAGE OF
MERRICKVILLE-WOLFORD**

Per:

Mayor

Chief Administrative Officer/Clerk

We have authority to bind the Corporation

Name: _____

Title: _____

I/We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

611 Main Street East, Village of Merrickville-Wolford
PLAN 6 PT LOT R RP 15R966; PART 1
Roll No. 071471401506902

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 of ZERO dollars (\$0.) as security for the performance of all the Owner's obligations under this Agreement.

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), Lockwood Brothers Construction Drawing No. 2021-042, Sheet # A6 and Sheet # A7 dated February 22, 2022.
- Grading Plan, D.G. Morey 100208030 dated March 14, 2022, stamped March 17, 2022.
- Site Plan, Lockwood Brothers Construction Drawing No. 2021-042, Sheet # A10 dated February 22, 2022.
- 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:

1. The Owner agrees the site plan drawings ("Drawings") shall be revised at the Owner's expense to the satisfaction of Municipality upon reasonable request.
2. 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.
3. The Owner agrees that any snow removed from the parking lot area shall be stored within the areas designated on the Drawings and should the designated areas be insufficient any additional snow shall be disposed of off-site and not in designated parking areas.
4. The Owner shall provide an electronic copy of the Drawings to the Municipality in both AutoCAD and PDF formats upon final approval of the Drawings.
5. The Owner agrees to provide an electronic copy of the as-built site servicing plan to the Municipality in both AutoCAD and PDF formats within six months of the completion of each phase of the works.
6. 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.
7. The Owner shall be responsible to apply for and obtain all required permits and approvals for any sanitary and water connections including septic systems.
8. 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.
9. The Owner shall construct all exterior garbage storage areas to the satisfaction of the Municipality.
10. 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.
11. The Owner shall complete all landscaping within twelve months from the date on which a building permit is issued.
12. The Owner shall install the drainage swales shown on the Drawings prior to completing construction of the building beyond the foundation and thereafter, to complete the final grading and servicing of the Owner's Lands in accordance with the Final Grading and Servicing Plans approved by the Municipality.

13. The Owner shall apply for and obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing electrical services.
14. The Owner shall, prior to commencing development of the Owner's Lands, confirm that wire-line communication/telecommunication infrastructure is currently available to the Owner's Lands sufficient to provide communication/telecommunication services for the Owner's intended use of its land. If the infrastructure is not available, the Owner agrees to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure unless the Owner can demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication facilities are available to the Owner's Lands to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 emergency services).
15. The Owner shall provide a letter from a qualified professional engineer certifying in a form satisfactory to the Municipality that the storm water management system located on the Owner's Lands has been constructed in accordance with the Drawings.
16. 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.
17. The Owner acknowledges and agrees that any connections to Municipality water and sanitary services shall be completed under the supervision of the Municipality and in accordance with the Municipality's normal standards and specifications including testing requirements.
18. The Owner shall be responsible to apply for and obtain all required permits for any sanitary and water connections.
19. The Owner shall provide a backflow preventer for each of the water services.
20. The Owner shall comply with the Municipality's Sewer and Water Use By-laws as amended from time-to-time. A backflow preventer shall be installed at the meter assembly in accordance with the Municipality standards.
21. The Owner agrees that the Municipality shall have access to the individual water service shut-off valves. If such access is not provided, the Municipality may shut down the servicing for the entire site for maintenance and billing.
22. The Owner agrees that prior to any blasting for the installation of any of the works, the Owner shall notify the Municipal Engineer in writing at least 24 hours before the start of blasting. All blasting operations shall be conducted in accordance with OPSS 120, as amended, including but not limited to: notifications, designs, monitoring, warnings, pre-blast surveys and post-blast reporting.
23. A minimum of 15 days prior to any blasting, the Owner shall provide written notice to all utility owners, property owners and tenants of improved property within 25 metres of the right-of-way in the vicinity of the blasting activity. No blasting shall occur within 30 metres of existing infrastructure.
24. 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).

25. The Owner shall construct the boulevard, sidewalks, parking lanes, landscaping, curbs, and storm sewer, to an urban standard and to the satisfaction of the Municipality.
26. An operation and maintenance plan for the stormwater management facilities, including all features discussed in the submitted Stormwater Management Plan shall be provided to the Municipality for approval within 6 months of construction and the Owner shall maintain the system in accordance with the plan.

Additional Site-Specific Conditions:

27. Refer to Design Guidelines found in Appendix A of the Village of Merrickville-Wolford Official Plan (April 2021).
28. Per Parks Canada, Owner is encouraged to maintain the existing vegetation within the 30 metre setback and enhance with native vegetation and tree species where possible.

Any in-water or shoreline works which may be contemplated will require an approved work permit from Parks Canada, and work must adhere to Parks Canada's Policies for In-water and Shoreline Works and Related Activities, see link here: <https://www.pc.gc.ca/en/docs/r/poli/page01>

This portal on the Rideau Canal website is also very helpful for any individuals who are contemplating in-water and shoreline works, or development activity upland, see link here: <https://www.pc.gc.ca/en/lhn-nhs/on/rideau/info/services-immobiliers-realty/permis-permits>

29. Per Rideau Valley Conservation Authority (RVCA), RVCA would advise 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.

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>

Additional RVCA Development Considerations:

RVCA mapping indicates a portion of the subject property appears to be within the RVCA's regulated area because the following hazard(s) has been identified:

- A portion of the property appears to be within the 1:100 year floodplain elevation of the Rideau River. The 1:100 year flood elevation means there is a 1% chance every year that the property will flood up to that elevation or exceed it.

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://www.rvca.ca/regulations-planning/rvca-permits-section-28/forms-fees-resources>

Established 1793
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VILLAGE OF MERRICKVILLE-WOLFORD Site Plan Control Agreement Application form

(as of November 17, 2016)

For office use only	
Date received	Date application deemed complete
Village	Village

1. Registered owner(s):

Name: Michael + Deborah Maure
Mailing address: 103 Highland Dr. Oro-Medonte, Ont. L0L-2L0
Civic address: 611 Main Str. East Merrickville, Ont. K0G-1N0
Email: mike.maure@gmail.com
Telephone: Home 705-816-0668 Work _____
Cell _____ Fax _____

2. Applicant/Agent (if different from Registered Owner):

Name: Lockwood Brothers Construction / Brian Brown
Mailing address: 2010 Totem Ranch Road East, Oxford Station, K0G-1T0
Email: brian@lbc homes.com
Telephone: Home _____ Work 613-258-4225
Cell 613-229-1986 Fax _____

3. Send correspondence to: Owner Applicant/Agent

4. Name and address of any mortgages, holders of charges or other encumbrances of the subject lands:

5. Legal description of property:

Former municipality Village of Merrickville
Lot(s) Plan 6, Lot R Concession A
Lot(s) _____ Registered plan 15R966
Part(s) _____ Reference plan _____
Street address 611 Main Str. East Roll # 0714714015069020000
PIN address _____ Survey attached Yes No

6. Are there any easements or restrictive covenants affecting the subject property?

Yes No

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 150' Area 1.17^{ac}
Depth 365' Width of street _____

9. Official Plan designation of the subject property: _____

10. Zoning By-Law designation of the subject property: Rural

11. Other applications submitted with this application:

UCLG: Official Plan amendment

Village:

Official Plan amendment Zoning By-Law amendment Minor Variance

Consent Plan of subdivision

12. Explanation of proposed development:

to construct a new single dwelling home

13. Has the subject lands ever been the subject of an application for an Official Plan amendment, Zoning By-Law amendment, Minor variance or Site plan control? Yes No

If "yes", please provide details: _____

14. Existing use of subject property and length of time this use has continued on the subject property (please provide length of time that the existing use has continued)

Vacant Lot 100 yrs plus

15. Proposed uses of subject property:

single dwelling home

16. Existing use and Zoning of the abutting properties (including properties on opposite side of road allowance):

Rural

17. Site plan details:

	Existing	Proposed
a) Number of dwelling units	_____	1
b) Number of commercial or industrial units	_____	0
c) Number of accessory buildings	_____	0
d) Gross floor area devoted to		
- Commercial	_____	_____
- Industrial	_____	_____
- Residential	_____	2080 sq ft
- Other	_____	_____
e) Percent lot coverage		
- Main building	_____	6%
- Accessory building(s)	_____	_____
f) Percent landscaped area	_____	94%
g) Building height		
- Main building	_____	24'-0"
- Accessory building(s)	_____	_____
h) Number of parking spaces	_____	4 plus.
i) Number of loading spaces	_____	_____

18. Type of access to the lands and name of road:

Provincial Highway _____ County Rd 43

Year round municipal Road _____ Seasonal municipal Rd _____

Unopened road allowance _____ Private right-of-way _____

Water _____ Other, please specify _____

If proposed access is by water, what boat docking and parking facilities are available on the mainland? _____

Service currently available, or to be available

	Municipal Water	Communal water	Private water	Municipal sewers	Communal sewers	Private septic
Existing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

19. Are stormwater sewers present? Yes No Proposed

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 land?	Within 500m of subject land? (Give approximate distance)
a) Agriculturally designated area		
b) Livestock facility (i.e. barn) or manure storage facility		
c) Landfill site (active or closed)		
d) Sewage treatment plant/lagoon		
e) Industrial use		
f) Licensed pit or quarry or an area designated for aggregate extraction		
g) Mining hazard		
h) Active railway line		X
i) Floor plain or other natural hazard		X
j) Natural gas or oil pipeline		X
k) Hydro easement		
l) Contaminated site		
m) Well head protection zone		
n) Provincially significant wetland		
o) Area of natural and scientific interest (ANSI)		
p) Fish/Wildlife habitat		
q) 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.

I, BRIAN BROWN, of the Village of Merrickville-Wolford,
in the County of Leeds & Grenville, hereby solemnly
declare that the information contained in this application are on the attached plan and any associated
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.

March 17, 2022
Date

[Signature]
Signature of Owner

[Signature]
Signature of Agent/Applicant

Declared before me at the Village of Merrickville-Wolford in the
County of Leeds & Grenville, this 24 day of March, 2022

[Signature]
A Commissioner, Etc.

Kirsten Rahm
Treasurer, Commissioner
The Village of Merrickville-Wolford



Application for SITE PLAN CONTROL AGREEMENT

Declarations

I, Debbie & Mike Maurer being the registered property owner(s) of the property that is the subject of this application for Site Plan Control Agreement, do hereby understand and consent to forthwith pay any and all additional costs associated with the processing of this application. Failure to do so will result in cancellation of processing the application and/or all fees may be added to the assessment rolls of the affected property.

Mike Maurer

A handwritten signature in black ink, appearing to read "Debbie Maurer", written over a horizontal line.

Debbie Maurer

Debbie Maurer

Owner (print name)

Signature

March 17, 2022

March 17, 2022

Date

Date


Schedule "A"
Site Plan Control Agreement
Application form

FREEDOM OF INFORMATION/ACCESS TO PROPERTY

CONSENT OF OWNER

I, Debbie / Mike Mann being the registered owner of the lands subject of this application for site plan, and for 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.

March 17, 2022
Date

 Debbie Mann
Signature of Owner

Schedule "B"
Site Plan Control Agreement
Application form

APPLICANT/AGENT OF OWNER

AUTHORIZATION FORM

I, Mike & Debbie Maurz, 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 Lockwood Brothers Construction to act as my agent and on my behalf to 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

Village of Merrickville-Wolford

Lot(s) Plan 6, Pt Lot R

Concession A

Lot(s) _____

Registered plan 15R966

Part(s) _____

Reference plan _____

Street address 611 Main St. East Roll # 0714 714 015 06902 0000

PIN address _____

March 17, 2022
Date

[Signature]
Signature of
Owner / Executor/Executrix / Signing corporate officer(s)

Declared before me at the _____ of _____ in the _____ of _____, this _____ day of _____, 20__

A Commissioner, Etc.

Lockwood Brothers CONSTRUCTION

2010 Totem Ranch Road East
Oxford Station, ON K0G 1T0
(613) 258-4225

We, Debbie & Mike Maure give Lockwood Brothers Construction permission to apply for any necessary permits or applications on our behalf, for the construction of our home at 611 Main Street, Merrickville, ON.

Debbie Maure

Debbie Maure
Debbie Maure (Feb 24, 2022 16:36 EST)

Feb 24, 2022

Print Name

Signature

Date

Mike Maure


Mike Maure (Feb 24, 2022 16:29 EST)

Feb 24, 2022

Print Name

Signature

Date

Lockwood Brothers CONSTRUCTION

2010 Totem Ranch Road E
Oxford Station, ON K0G 1T0
(613) 258-4225
Lbchomes.com

To whom this may concern,

I, Corey Lockwood, give permission to Brian Brown to apply for any necessary permits or applications on behalf of 1504107 ONT inc. (Lockwood Brothers Construction).

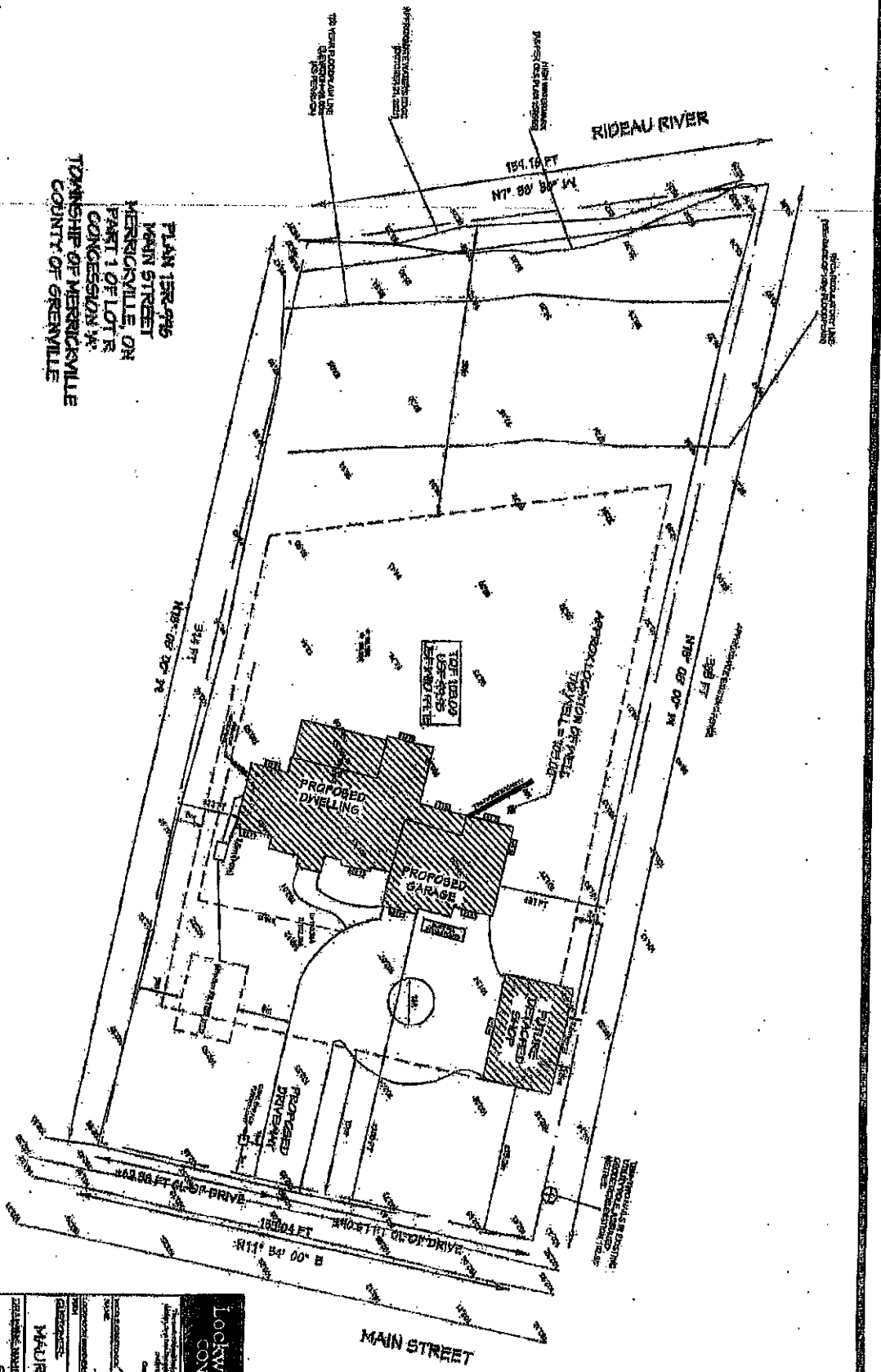
X

Corey Lockwood

X

Brian Brown

PLAN 15R-216
MAIN STREET
MERRICKVILLE, ON
PART 1 OF LOT R
CONCESSION W.
TOWNSHIP OF MERRICKVILLE
COUNTY OF GRENVILLE



Lockwood Brothers
CONSTRUCTION

PREPARED BY: [Signature]
DATE: [Date]

PROJECT: [Project Name]
SHEET #:
SCALE:
DATE: FEB 22, 2023

A10

LEGEND

---	EXISTING SITE BOUNDARY
---	PROPOSED PLANNED DEVELOPMENT BOUNDARY
---	PROPOSED DRIVEWAY TO EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY TO EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY TO EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY TO EXISTING DRIVEWAY
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---	PROPOSED DRIVEWAY TO EXISTING DRIVEWAY

SPECIAL NOTES:

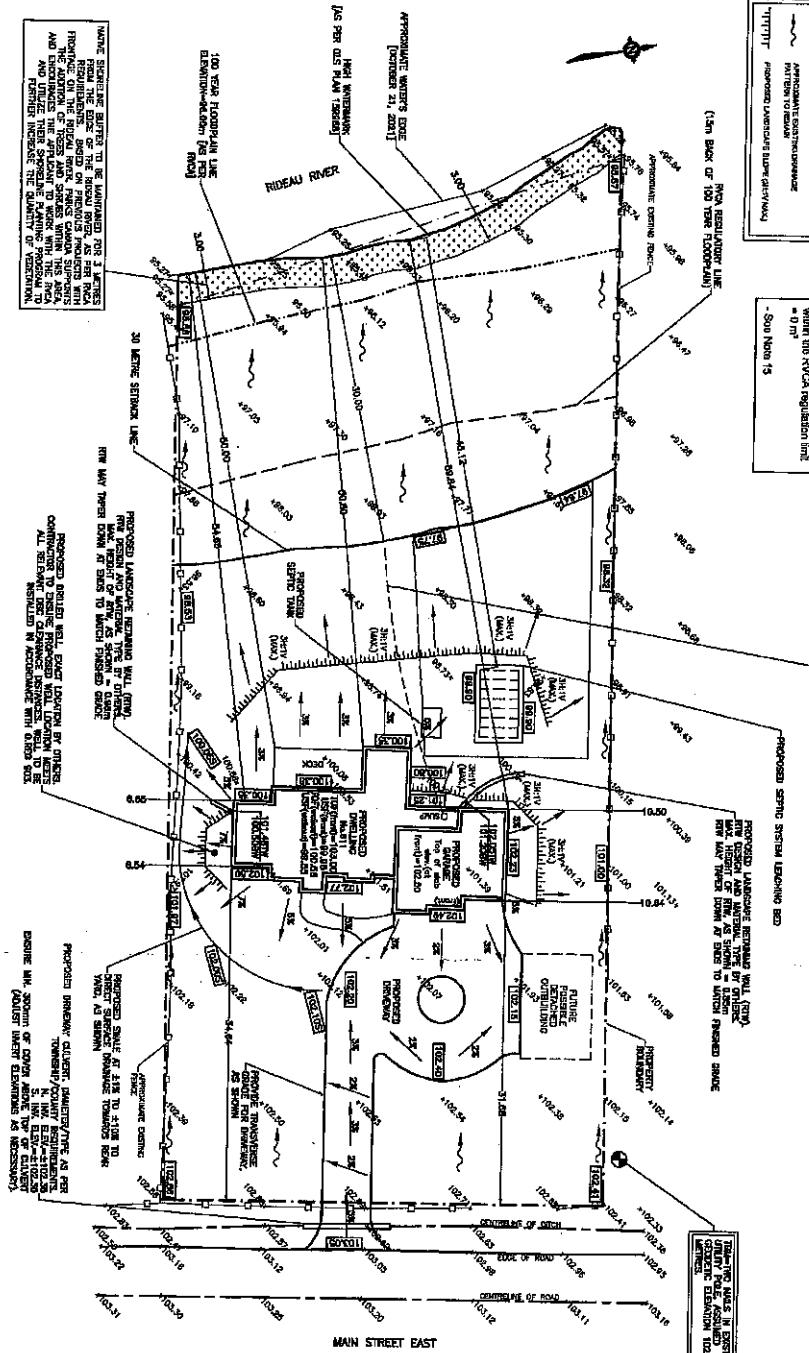
- Proposed site development to be within the 150 year floodplain - 0.1m

- Proposed site development to be within the 100 year floodplain - 0.1m

- 500 Noun 15

SPECIAL NOTE

The notes on this drawing form an integral part of the grading plan and should be read by the user.



GRADING PLAN

REV. DRAWN BY DATE DESCRIPTION

PROPOSED SINGLE FAMILY DWELLING

611 MAIN STREET EAST
PART 1, PLAN 15R-466
LOT 7, CONCESSION A WOLFORD
VILLAGE OF MERRICKVILLE-WOLFORD, ONTARIO

CLIENT

LOCKWOOD BROTHERS CONSTRUCTION

DATE

March 14, 2022

DRAWING NO.

1 of 1

DRAWN BY

DGM

SCALE

1:500

FILE NO.

021759

NOTES

1. The client has provided the site information as indicated. It is not the responsibility of the engineer to verify the accuracy of the information provided.

2. The engineer shall not be responsible for any and all uses of the site other than those indicated in the site plan.

3. The engineer shall not be responsible for any and all uses of the site other than those indicated in the site plan.

4. The engineer shall not be responsible for any and all uses of the site other than those indicated in the site plan.

5. The engineer shall not be responsible for any and all uses of the site other than those indicated in the site plan.

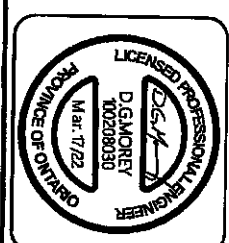
PROPOSED DRIVEWAY CLIENT: UNDEVELOPED AS PER PERMITS.

PROPOSED DRIVEWAY CLIENT: UNDEVELOPED AS PER PERMITS.

PROPOSED DRIVEWAY CLIENT: UNDEVELOPED AS PER PERMITS.

PROPOSED DRIVEWAY CLIENT: UNDEVELOPED AS PER PERMITS.

PROPOSED DRIVEWAY CLIENT: UNDEVELOPED AS PER PERMITS.



LICENSED PROFESSIONAL ENGINEER

D.G. MOREY

100208330

Mar. 7/22

PROVINCE OF ONTARIO

PROPOSED SINGLE FAMILY DWELLING

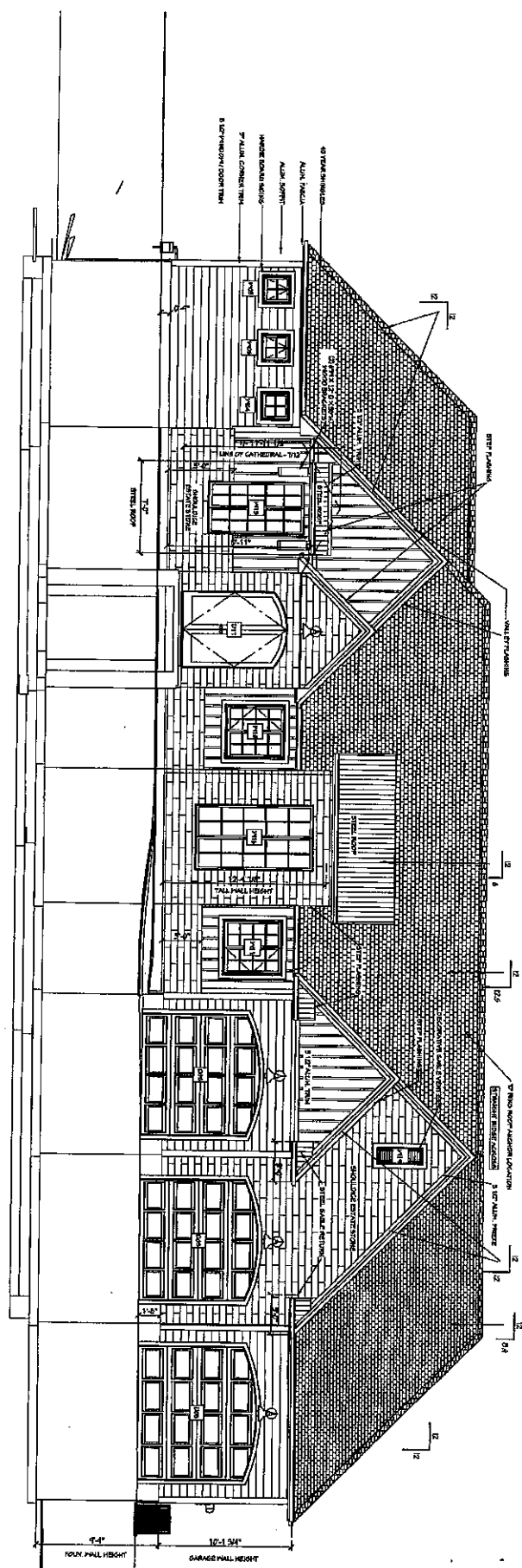
611 MAIN STREET EAST
PART 1, PLAN 15R-466
LOT 7, CONCESSION A WOLFORD
VILLAGE OF MERRICKVILLE-WOLFORD, ONTARIO

MOREY ASSOCIATES LTD.

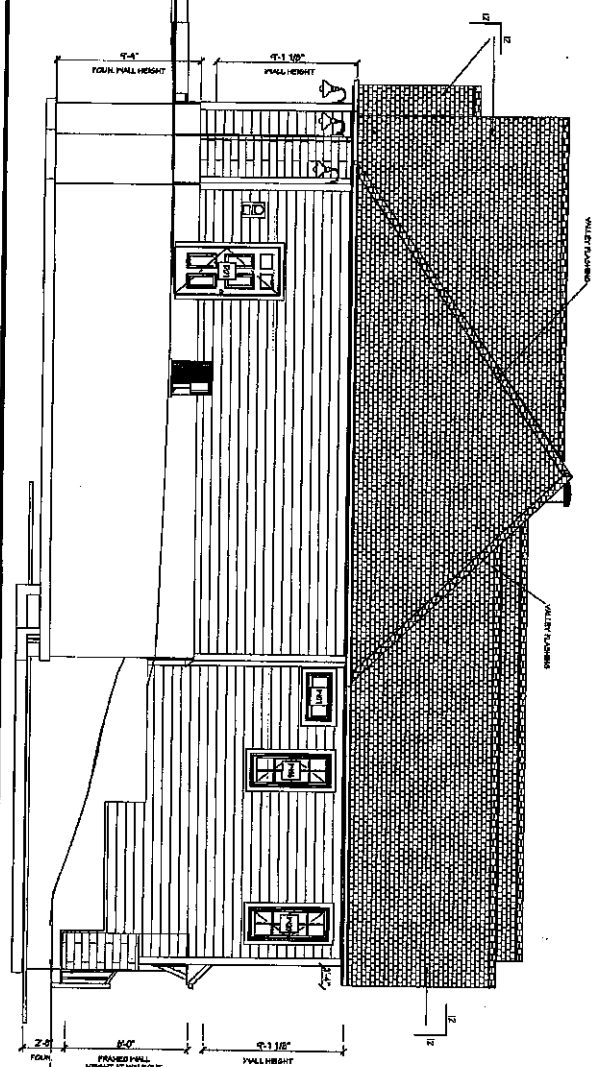
CONSULTING ENGINEERS

2672 HWY. #3, PO BOX 184
MERRICKVILLE, ONTARIO
N0S 1S0

Tel: 437-216-0605
info@moreyassociates.com



FRONT ELEVATION



RIGHT ELEVATION

Lockwood Brothers CONSTRUCTION

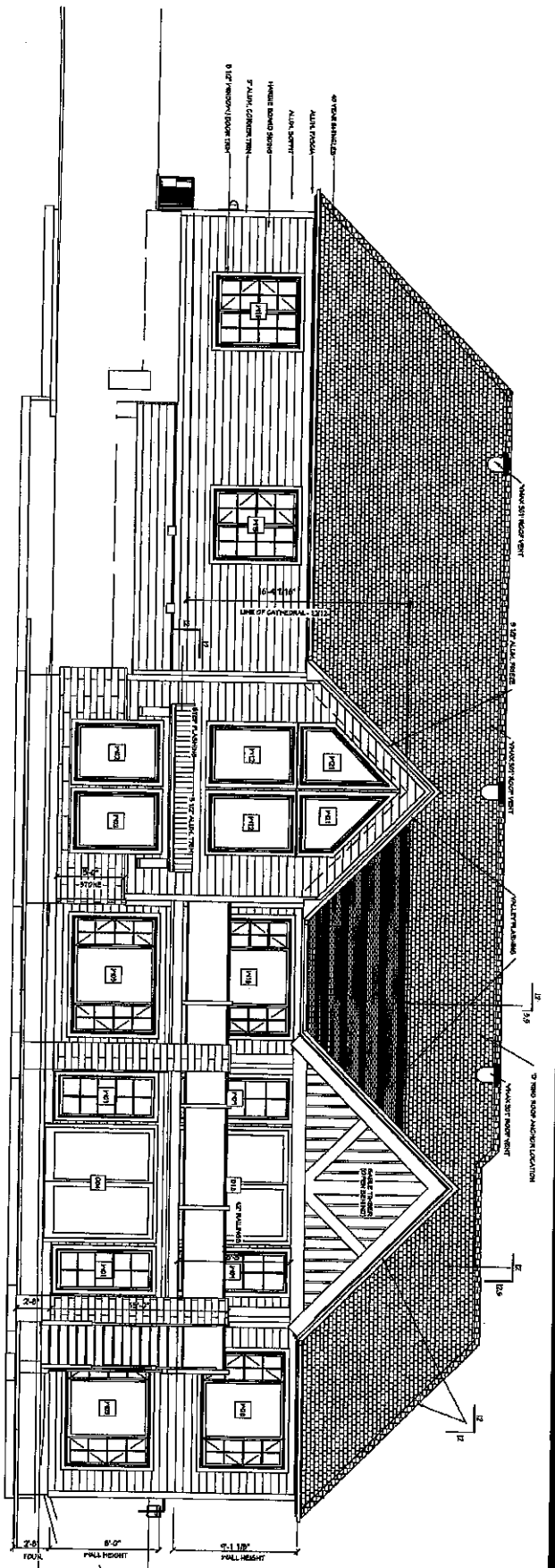
The information contained herein is the property of Lockwood Brothers Construction, Inc. It is to be used only for the project and site identified herein and is not to be used for any other project or site without the express written consent of Lockwood Brothers Construction, Inc.

Project Information

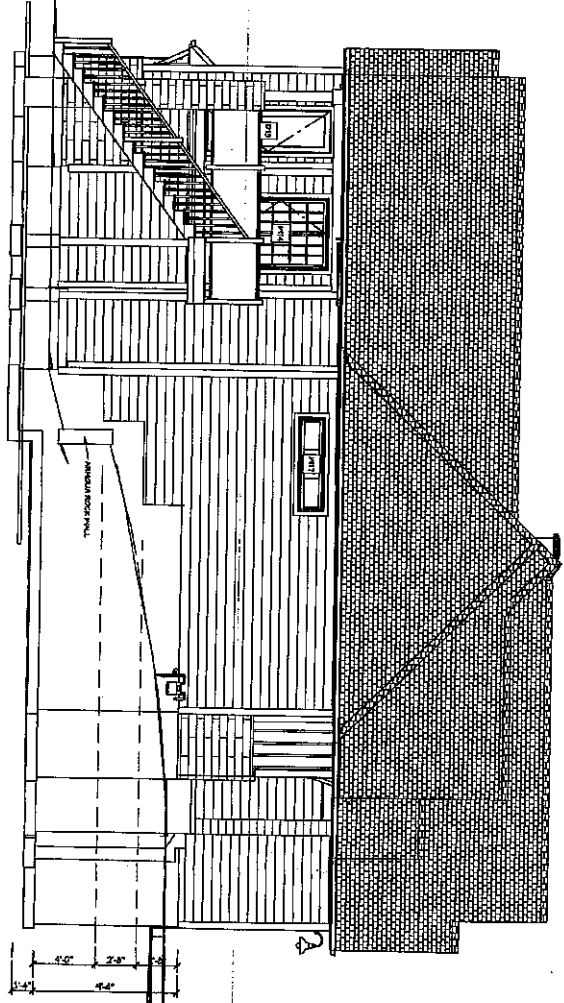
NAME: *Lockwood Brothers Construction* 11487
 ADDRESS: 11487
 PHONE: 11487
 LOCKWOOD BROTHERS CONSTRUCTION 11487
 CUSTOMER: MAURE 2021-042
 DRAWING NO. 2021-042
 DRAWING NAME: ELEVATIONS

SCALE: 1/8" = 1'-0"
 DATE: FEB 22 2022

Sheet # **A6**



REAR ELEVATION



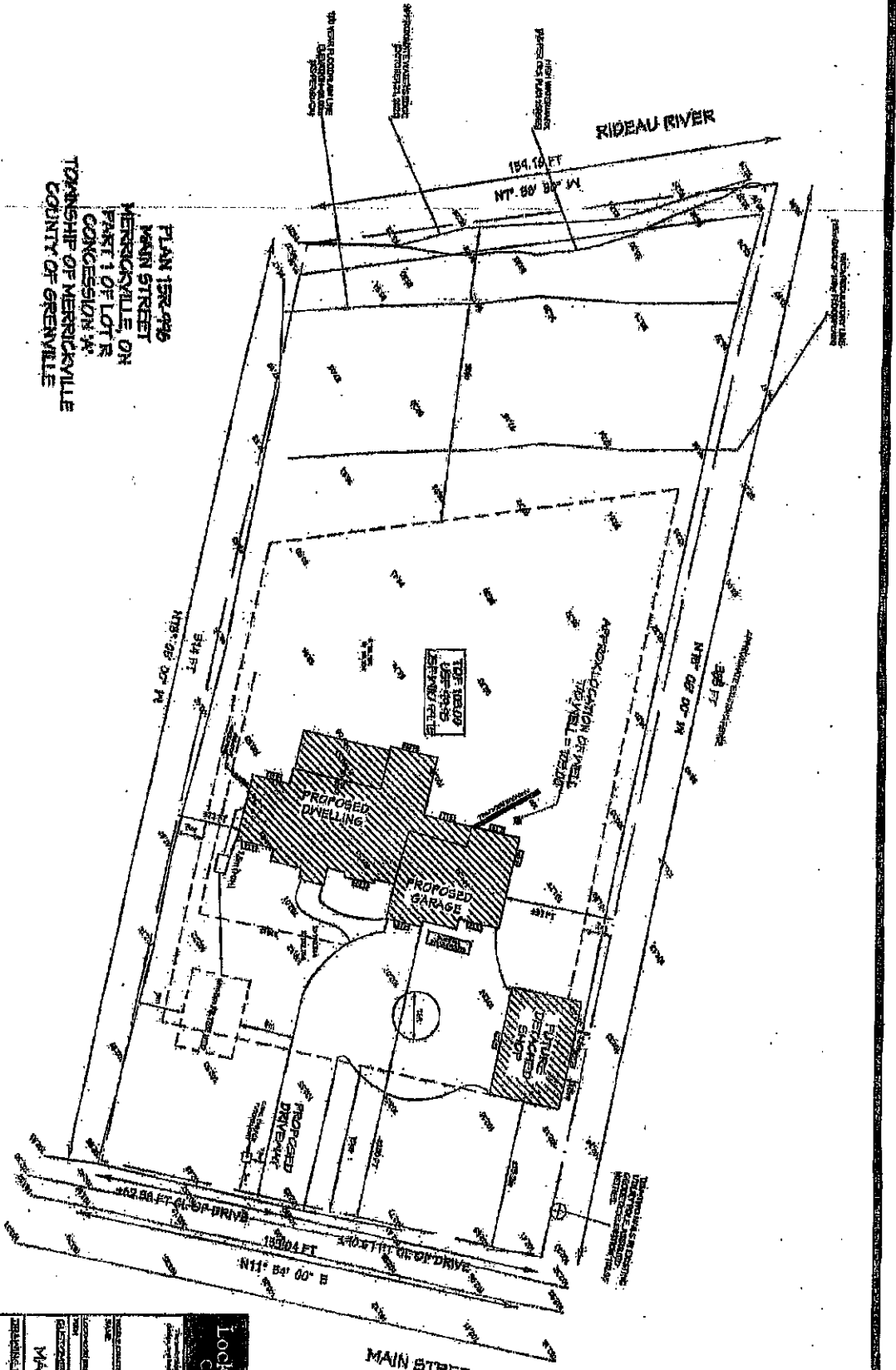
LEFT ELEVATION

**Lockwood Brothers
CONSTRUCTION**

The professional architectural and construction services provided by the design and construction division of Lockwood Brothers Construction Co., Inc. are the result of the design and construction services provided by the design and construction division of Lockwood Brothers Construction Co., Inc. All rights reserved.

PROJECT NAME	11871
CLIENT NAME	MAURE
CLIENT ADDRESS	2021-042
CLIENT PHONE	
CLIENT FAX	
CLIENT EMAIL	
CLIENT WEBSITE	
CLIENT SOCIAL MEDIA	
CLIENT COMMENTS	
CLIENT SIGNATURE	
CLIENT DATE	
CLIENT LOCATION	
CLIENT CONTACT	
CLIENT NOTES	
CLIENT DRAWING NO.	2021-042
CLIENT SHEET NO.	A7
CLIENT DATE	FEB 22, 2022
CLIENT SCALE	1/8" = 1'-0"
CLIENT SHEET #	A7

PLAN 15R-096
 MAIN STREET
 MERRICKVILLE, ON
 PART 1 OF LOT R
 CONCESSION W.
 TOWNSHIP OF MERRICKVILLE
 COUNTY OF GRENVILLE



Lockwood Brothers
CONSTRUCTION

PREPARED BY: *[Signature]*
 DATE: *[Date]*
 PROJECT: *[Project Name]*
 SHEET # **A10**
 DATE: FEB 22, 2022

Established 1793
 Incorporated
 Wolford 1850
 Merrickville 1860
 Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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 draft Site Plan Control Agreement regarding a Drummond Street West parcel, Plan 6 Lot 72 in the Village of Merrickville-Wolford, naming Moderna Homes Design Inc (Owner) of the first part and the Corporation of the Village of Merrickville-Wolford of the second part; and

Whereas Council passed By-Law 42-2021, being a by-law to amend Zoning By-Law No. 23-08, as amended on July 26, 2021 and conditional upon a site plan pursuant to Section 41 of the Planning Act whereby Council gives approval of the site plan; and

Whereas Council passed Resolution R-301-21 on November 8, 2021 approving the site plan/proposed elevation drawings for the Moderna Homes Design Inc proposed semi-detached development on the subject parcel; passing of a By-Law No.58-2021 to lift the holding (-h) symbol on the R2 zone of the subject parcel from R2-h to R2; and authorizing the Chief Building Official to proceed to issue a building permit for the approved building design, subject to all other matters of the Ontario Building Code being addressed;

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 approved semi-detached development 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

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Amalgamated 1998



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Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

Office at the sole expense of the Owner;

Carried / Defeated

J. Douglas Struthers, Mayor

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2022.

BETWEEN:

Moderna Homes Design Inc.

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 CORPORATION OF THE VILLAGE OF
MERRICKVILLE-WOLFORD**

Per:

Mayor

Chief Administrative Officer/Clerk

We have authority to bind the Corporation

Name: _____

Title: _____

I/We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

___ Drummond Street West, Village of Merrickville-Wolford
PLAN 6 LOT 72
Roll No. 071471401004404

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 of ZERO dollars (\$0.00) as security for the performance of all the Owner's obligations under this Agreement.

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:

- Conceptual Proposed Elevation Drawings by Amy Rancier Architect Inc dated 10/22/2021, including A2-0 (front & side elevation) and A2-1 (rear & side elevation) as received by the Village on October 25, 2021;
- Site Grading & Drainage Plan, Lascelles Engineering drawing number 200467—GR dated March 11, 2022, stamped March 29, 2021.
- 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:

1. The Owner agrees the site plan drawings ("Drawings") shall be revised at the Owner's expense to the satisfaction of Municipality upon reasonable request.
2. 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.
3. The Owner agrees that any snow removed from the parking lot area shall be stored within the areas designated on the Drawings and should the designated areas be insufficient any additional snow shall be disposed of off-site and not in designated parking areas.
4. The Owner shall provide an electronic copy of the Drawings to the Municipality in both AutoCAD and PDF formats upon final approval of the Drawings.
5. The Owner agrees to provide an electronic copy of the as-built site servicing plan to the Municipality in both AutoCAD and PDF formats within six months of the completion of each phase of the works.
6. 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.
7. The Owner shall be responsible to apply for and obtain all required permits and approvals for any sanitary and water connections including septic systems.
8. 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.
9. The Owner shall construct all exterior garbage storage areas to the satisfaction of the Municipality.
10. 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.
11. The Owner shall complete all landscaping within twelve months from the date on which a building permit is issued.
12. The Owner shall install the drainage swales shown on the Drawings prior to completing construction of the building beyond the foundation and thereafter, to complete the final grading and servicing of the Owner's Lands in accordance with the Final Grading and Servicing Plans approved by the Municipality.

13. The Owner shall apply for and obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing electrical services.
14. The Owner shall, prior to commencing development of the Owner's Lands, confirm that wire-line communication/telecommunication infrastructure is currently available to the Owner's Lands sufficient to provide communication/telecommunication services for the Owner's intended use of its land. If the infrastructure is not available, the Owner agrees to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure unless the Owner can demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication facilities are available to the Owner's Lands to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 emergency services).
15. The Owner shall provide a letter from a qualified professional engineer certifying in a form satisfactory to the Municipality that the storm water management system located on the Owner's Lands has been constructed in accordance with the Drawings.
16. 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.
17. The Owner acknowledges and agrees that any connections to Municipality water and sanitary services shall be completed under the supervision of the Municipality and in accordance with the Municipality's normal standards and specifications including testing requirements.
18. The Owner shall be responsible to apply for and obtain all required permits for any sanitary and water connections.
19. The Owner shall provide a backflow preventer for each of the water services.
20. The Owner shall comply with the Municipality's Sewer and Water Use By-laws as amended from time-to-time. A backflow preventer shall be installed at the meter assembly in accordance with the Municipality standards.
21. The Owner agrees that the Municipality shall have access to the individual water service shut-off valves. If such access is not provided, the Municipality may shut down the servicing for the entire site for maintenance and billing.
22. The Owner agrees that prior to any blasting for the installation of any of the works, the Owner shall notify the Municipal Engineer in writing at least 24 hours before the start of blasting. All blasting operations shall be conducted in accordance with OPSS 120, as amended, including but not limited to: notifications, designs, monitoring, warnings, pre-blast surveys and post-blast reporting.
23. A minimum of 15 days prior to any blasting, the Owner shall provide written notice to all utility owners, property owners and tenants of improved property within 25 metres of the right-of-way in the vicinity of the blasting activity. No blasting shall occur within 30 metres of existing infrastructure.
24. 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).

25. The Owner shall construct the boulevard, sidewalks, parking lanes, landscaping, curbs, and storm sewer, to an urban standard and to the satisfaction of the Municipality.
26. An operation and maintenance plan for the stormwater management facilities, including all features discussed in the submitted Stormwater Management Plan shall be provided to the Municipality for approval within 6 months of construction and the Owner shall maintain the system in accordance with the plan.

Additional Site-Specific Conditions:

27. Refer to Village of Merrickville-Wolford By-Law No. 42-2021, being a by-law to amend Zoning By-Law No. 23-08, as amended.
28. Refer to Design Guidelines found in Appendix A of the Village of Merrickville-Wolford Official Plan (April 2021).

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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 draft Site Plan Control Agreement regarding 535 Main Street East, PLAN 6 PT LOT P PT LOT Q RP;15R7508 PART 1 in the Village of Merrickville-Wolford, naming John William Galbraith and Kate Lillemark-Galbraith (Owners) 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 the subject proposed development and such application remains to be 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, and in due course following planning review and approval, with respect to the proposed development/demolition of existing dwelling and construction of 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

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2022.

BETWEEN:

John William Galbraith and Kate Lillemark-Galbraith

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 CORPORATION OF THE VILLAGE OF
MERRICKVILLE-WOLFORD**

Per:

Mayor

Chief Administrative Officer/Clerk

We have authority to bind the Corporation

Name: _____

Title: _____

I/We have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

535 Main Street East, Village of Merrickville-Wolford
PLAN 6 PT LOT P PT LOT Q RP;15R7508 PART 1
Roll No. 071471401506600

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 of ZERO dollars (\$0.00) as security for the performance of all the Owner's obligations under this Agreement.

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), Lockwood Brothers Construction Drawing No. 2021-044, Sheet # A6 and Sheet # A7 dated February 23, 2022.
- Site Plan, Lockwood Brothers Construction Drawing No. 2021-044, Sheet # A11 dated February 23, 2022.
- Grading Plan, D.G. Morey 100208030 dated March 11, 2022, stamped March 14, 2022.
- Reference Plan
- 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:

1. The Owner agrees the site plan drawings ("Drawings") shall be revised at the Owner's expense to the satisfaction of Municipality upon reasonable request.
2. 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.
3. The Owner agrees that any snow removed from the parking lot area shall be stored within the areas designated on the Drawings and should the designated areas be insufficient any additional snow shall be disposed of off-site and not in designated parking areas.
4. The Owner shall provide an electronic copy of the Drawings to the Municipality in both AutoCAD and PDF formats upon final approval of the Drawings.
5. The Owner agrees to provide an electronic copy of the as-built site servicing plan to the Municipality in both AutoCAD and PDF formats within six months of the completion of each phase of the works.
6. 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.
7. The Owner shall be responsible to apply for and obtain all required permits and approvals for any sanitary and water connections including septic systems.
8. 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.
9. The Owner shall construct all exterior garbage storage areas to the satisfaction of the Municipality.
10. 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.
11. The Owner shall complete all landscaping within twelve months from the date on which a building permit is issued.
12. The Owner shall install the drainage swales shown on the Drawings prior to completing construction of the building beyond the foundation and thereafter, to complete the final grading and servicing of the Owner's Lands in accordance with the Final Grading and Servicing Plans approved by the Municipality.

13. The Owner shall apply for and obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing electrical services.
14. The Owner shall, prior to commencing development of the Owner's Lands, confirm that wire-line communication/telecommunication infrastructure is currently available to the Owner's Lands sufficient to provide communication/telecommunication services for the Owner's intended use of its land. If the infrastructure is not available, the Owner agrees to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure unless the Owner can demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication facilities are available to the Owner's Lands to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 emergency services).
15. The Owner shall provide a letter from a qualified professional engineer certifying in a form satisfactory to the Municipality that the storm water management system located on the Owner's Lands has been constructed in accordance with the Drawings.
16. 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.
17. The Owner acknowledges and agrees that any connections to Municipality water and sanitary services shall be completed under the supervision of the Municipality and in accordance with the Municipality's normal standards and specifications including testing requirements.
18. The Owner shall be responsible to apply for and obtain all required permits for any sanitary and water connections.
19. The Owner shall provide a backflow preventer for each of the water services.
20. The Owner shall comply with the Municipality's Sewer and Water Use By-laws as amended from time-to-time. A backflow preventer shall be installed at the meter assembly in accordance with the Municipality standards.
21. The Owner agrees that the Municipality shall have access to the individual water service shut-off valves. If such access is not provided, the Municipality may shut down the servicing for the entire site for maintenance and billing.
22. The Owner agrees that prior to any blasting for the installation of any of the works, the Owner shall notify the Municipal Engineer in writing at least 24 hours before the start of blasting. All blasting operations shall be conducted in accordance with OPSS 120, as amended, including but not limited to: notifications, designs, monitoring, warnings, pre-blast surveys and post-blast reporting.
23. A minimum of 15 days prior to any blasting, the Owner shall provide written notice to all utility owners, property owners and tenants of improved property within 25 metres of the right-of-way in the vicinity of the blasting activity. No blasting shall occur within 30 metres of existing infrastructure.
24. 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).

25. The Owner shall construct the boulevard, sidewalks, parking lanes, landscaping, curbs, and storm sewer, to an urban standard and to the satisfaction of the Municipality.
26. An operation and maintenance plan for the stormwater management facilities, including all features discussed in the submitted Stormwater Management Plan shall be provided to the Municipality for approval within 6 months of construction and the Owner shall maintain the system in accordance with the plan.

Additional Site-Specific Conditions:

27. Refer to Design Guidelines found in Appendix A of the Village of Merrickville-Wolford Official Plan (April 2021).
28. Per Parks Canada, Owner is encouraged to maintain the existing vegetation/trees within the 30 metre water setback and enhance where possible. The elevation plans provided appear to be consistent with the Village's guidelines and support Parks Canada's interests with respect to visual impact and landscape character. The use of building materials and colours that blend in with the surrounding landscape are encouraged. 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.

In-water or shoreline works contemplated for the site, (both new and repairs to existing) would require an approved work permit from Parks Canada before work could commence. The work must adhere to Parks Canada Policies for In-Water and Shoreline Works and Related Activities, see link here:

<https://www.pc.gc.ca/en/docs/r/poli/page01>

This portal on Parks Canada website is very helpful for any individuals who are contemplating a purchase on waterfront lands adjacent to the Rideau, or own waterfront lands, see link here: <https://www.pc.gc.ca/en/lhn-nhs/on/rideau/info/services-immobiliers-realty/permis-permits>

29. Per Rideau Valley Conservation Authority (RVCA), RVCA would advise 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.

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>

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD
Site Plan Control Agreement
Application form

(as of November 17, 2016)

Honour to use only	
Date received by Village	Date application deemed complete in Village

1. Registered owner(s):

Name: John William Galbraith
Mailing address: 535 Main St. East Merrickville
Civic address: 535 Main St. East
Email: john.galbraith@sympatico.ca
Telephone: Home 613-825-0575 Work _____
Cell: 343-549-4564 Fax _____

2. Applicant/Agent (if different from Registered Owner):

Name: Brian Brown / Lockwood Brothers Construction
Mailing address: 2010 Totem Ranch Road East, Oxford Mills, K0G-1T0
Email: brian@lbhomes.com
Telephone: Home _____ Work 613-258-4225
Cell: 613-229-1988 Fax _____

3. Send correspondence to: Owner Applicant/Agent

4. Name and address of any mortgages, holders of charges or other encumbrances of the subject lands:

5. Legal description of property:

Former municipality Merrickville (Plan B, Pt Lot P, Pt Lot Q RP, Part 1)
Lot(s) _____ Concession _____
Lot(s) _____ Registered plan 15R 7508
Part(s) _____ Reference plan _____
Street address 535 Main St. East Roll # 0714714015066000000
PIN address _____ Survey attached Yes No

6. Are there any easements or restrictive covenants affecting the subject property?

Yes No

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 70'

Area IRREG .63 AC

Depth 224'

Width of street 120'

9. Official Plan designation of the subject property: _____

10. Zoning By-Law designation of the subject property: RI

11. Other applications submitted with this application:

UCLG: Official Plan amendment

Village:

Official Plan amendment Zoning By-Law amendment Minor Variance

Consent Plan of subdivision

12. Explanation of proposed development:

The demolition of the existing and construct a new residence

13. Has the subject lands ever been the subject of an application for an Official Plan amendment, Zoning By-Law amendment, Minor variance or Site plan control? Yes No

If "yes", please provide details: _____

14. Existing use of subject property and length of time this use has continued on the subject property (please provide length of time that the existing use has continued)

40 years plus

15. Proposed uses of subject property: single dwelling home

16. Existing use and Zoning of the abutting properties (including properties on opposite side of road allowance):

RI

17. Site plan details:

	Existing	Proposed
a) Number of dwelling units	1	
b) Number of commercial or industrial units	0	0
c) Number of accessory buildings	0	0
d) Gross floor area devoted to		
- Commercial		
- Industrial		
- Residential		
- Other	1181 sq ft / 109.7 sq m.	1417 sq ft / 131.64 sq m.
e) Percent lot coverage		
- Main building		7.6%
- Accessory building(s)		0
f) Percent landscaped area		92.4%
g) Building height		
- Main building		11 m
- Accessory building(s)		7 m
h) Number of parking spaces	2 plus	2 plus
i) Number of loading spaces		

18. Type of access to the lands and name of road:

Provincial Highway _____ County Rd 43

Year round municipal Road _____ Seasonal municipal Rd _____

Unopened road allowance _____ Private right-of-way _____

Water _____ Other, please specify _____

If proposed access is by water, what boat docking and parking facilities are available on the mainland? _____

Service currently available, or to be available

	Municipal Water	Communal water	Private water	Municipal sewers	Communal sewers	Private septic
Existing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

19. Are stormwater sewers present? Yes No Proposed

not sure

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 land?	Within 500m of subject land? (Give approximate distance)
a) Agriculturally designated area		
b) Livestock facility (i.e. barn) or manure storage facility		
c) Landfill site (active or closed)		
d) Sewage treatment plant/lagoon		
e) Industrial use		
f) Licensed pit or quarry or an area designated for aggregate extraction		
g) Mining hazard		
h) Active railway line		X
i) Floor plain or other natural hazard		X
j) <u>Natural gas</u> or oil pipeline		X
k) Hydro easement		
l) Contaminated site		
m) Well head protection zone		
n) Provincially significant wetland		
o) Area of natural and scientific interest (ANSI)		
p) Fish/Wildlife habitat		
q) 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.

I, Brian Brown, of the Village of Merrickville-Wolford, in the County of Leeds & Grenville, hereby solemnly declare that the information contained in this application are on the attached plan and any associated 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.

Mar 14 / 2022
Date

[Signature]
Signature of Owner

[Signature]
Signature of Agent/Applicant

Declared before me at the Village of Merrickville-Wolford in the County of Leeds & Grenville, this 14 day of March, 2022

[Signature]
A Commissioner, Etc.

Kirsten Rahm
Treasurer, Commissioner
The Village of Merrickville-Wolford

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 Lockwood Bros. Const. Brian Kramo to act as my agent and on my behalf to 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 Village of Merrickville, Wolford

Lot(s) _____ Concession _____

Lot(s) _____ Registered plan _____

Part(s) _____ Reference plan _____

Street address 535 Main St. East Roll # 0714714015066000000

PIN address _____

Plan 6, PT Lot P, PT Lot Q RP 1SR7508, Part 1 irreg. 63 Ac

March 14/2022
Date

[Signature]
Signature of
Owner / Executor/Executrix / Signing corporate officer(s)

Declared before me at the Village of Merrickville - Wolford in the
County of Leeds + Grenville, this 14 day of March, 2022

[Signature]
A Commissioner, Etc.

Kirsten Rahm
Treasurer, Commissioner
The Village of Merrickville-Wolford

Schedule "A"
Site Plan Control Agreement
Application form

FREEDOM OF INFORMATION/ACCESS TO PROPERTY

CONSENT OF OWNER

Rita K. Nemark-Calbrath
We, William Calbrath, being the registered owner of the lands subject of this application for site plan, and for 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.

11 March 2022
Date


Signature of Owner

1 March, 2022
Date


Signature of Owner



Application for SITE PLAN CONTROL AGREEMENT

Declarations

William Galbraith
Kate Lillmark Galbraith being the registered property owner(s) of the property that is the subject of this application for Site Plan Control Agreement, do hereby understand and consent to forthwith pay any and all additional costs associated with the processing of this application. Failure to do so will result in cancellation of processing the application and/or all fees may be added to the assessment rolls of the affected property.

William Galbraith

Kate Lillmark Galbraith
Owner (print name)

[Signature]
11 March, 2022
Signature

11 March, 2022
Date

11 March, 2022
Date

**Lockwood Brothers
CONSTRUCTION**

The architect, engineer, contractor and others responsible for the design and construction of this building shall be held liable for all work performed in accordance with the contract documents and specifications set out in the Contract Building Code.

Lockwood Brothers Construction
 10000 Valley View
 Lockwood, Missouri
 64086
 816-338-1111
 www.lockwoodbrothers.com

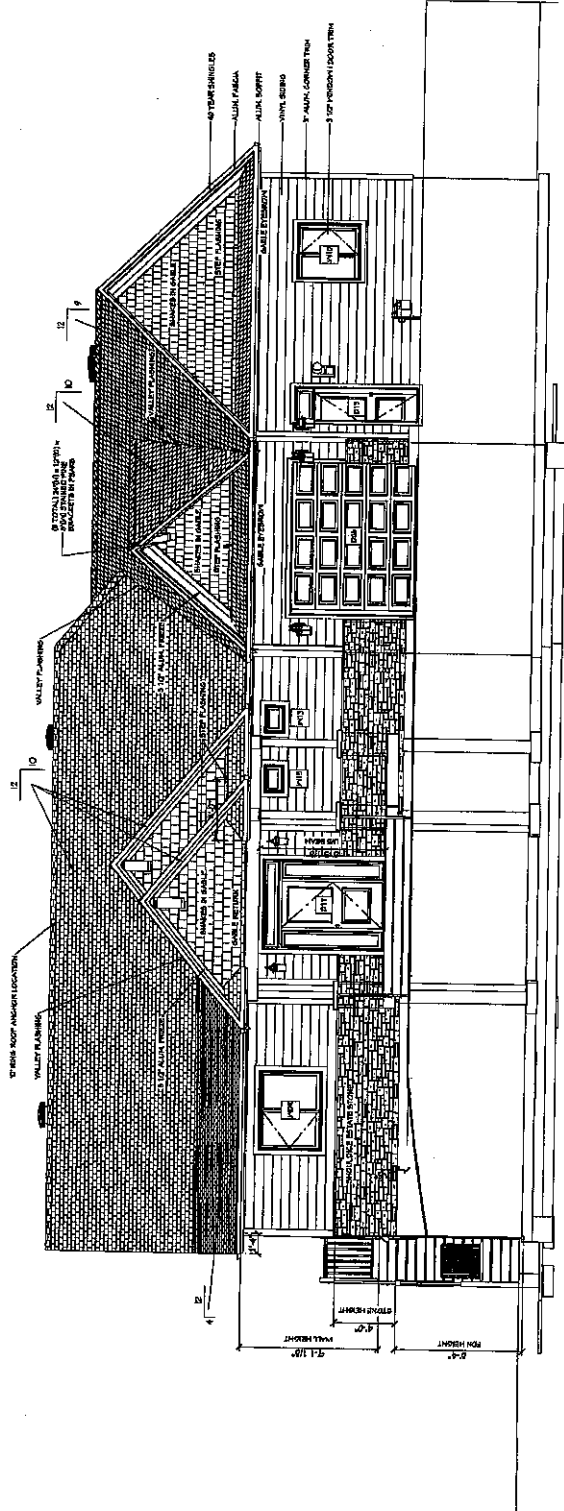
LOCKWOOD BROTHERS CONSTRUCTION
 CUSTOMER: GALBRAITH
 DRAWING NO.: 2021-044

DRAWING NAME: ELEVATIONS

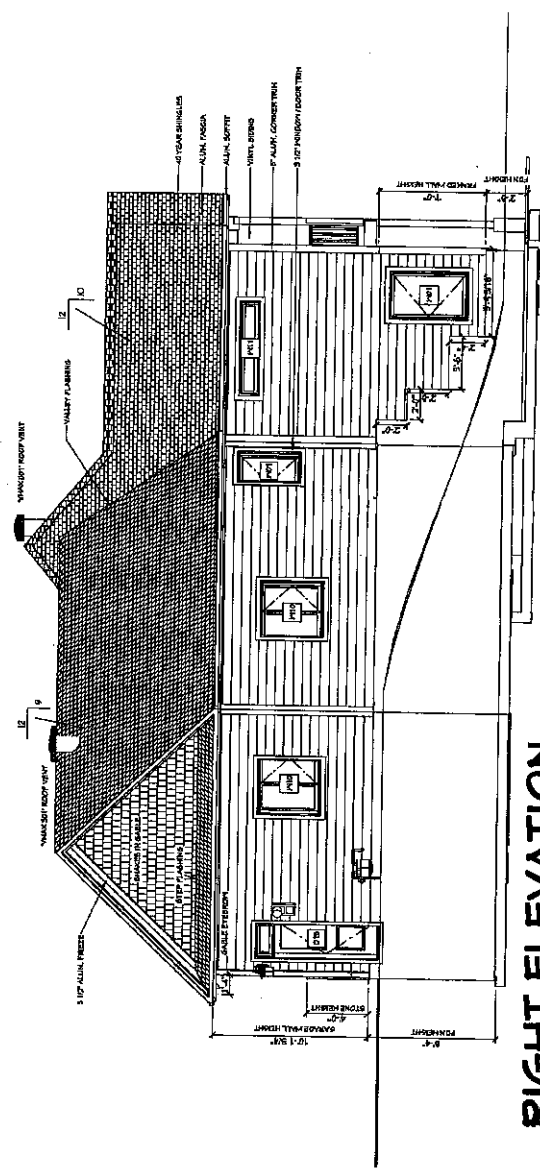
SCALE: 1/8" = 1'-0"

DATE: FEB. 29, 2022

SHEET # A6



FRONT ELEVATION



RIGHT ELEVATION

**Lockwood Brothers
CONSTRUCTION**

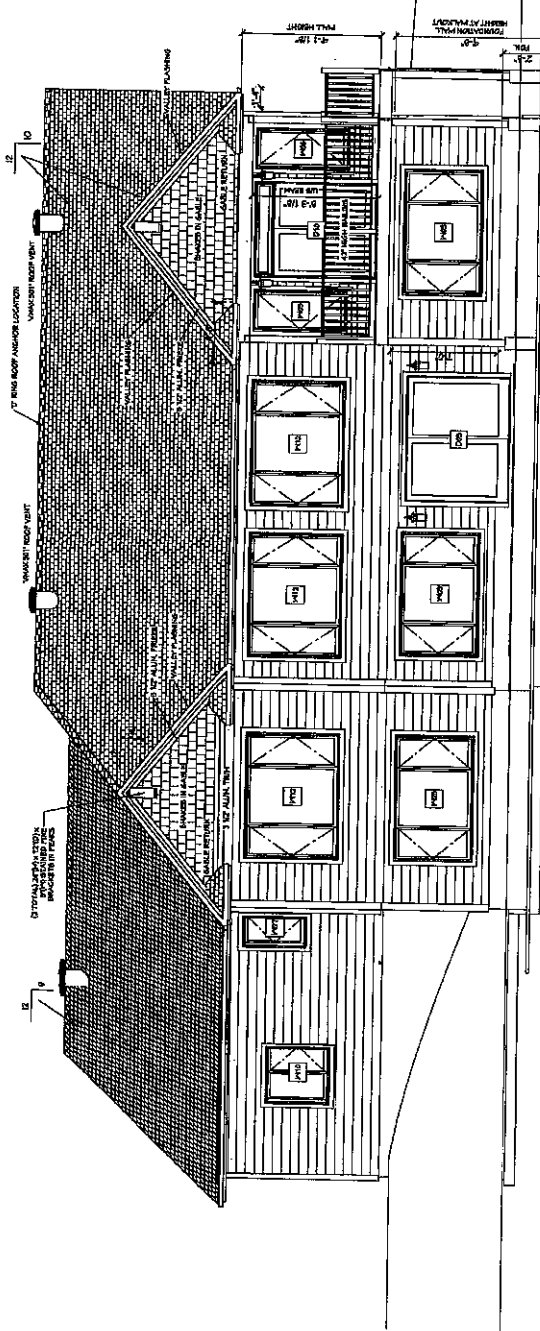
The undersigned hereby certifies that the drawings, specifications, conditions of contract and notes are true and correct and that the undersigned is duly licensed and qualified to practice as a Professional Engineer in the State of Ohio.

LOCKWOOD BROTHERS CONSTRUCTION
 NAME: *John Spivey*
 SIGNATURE: *John Spivey*
 DATE: _____
 CITY: _____
 STATE: _____

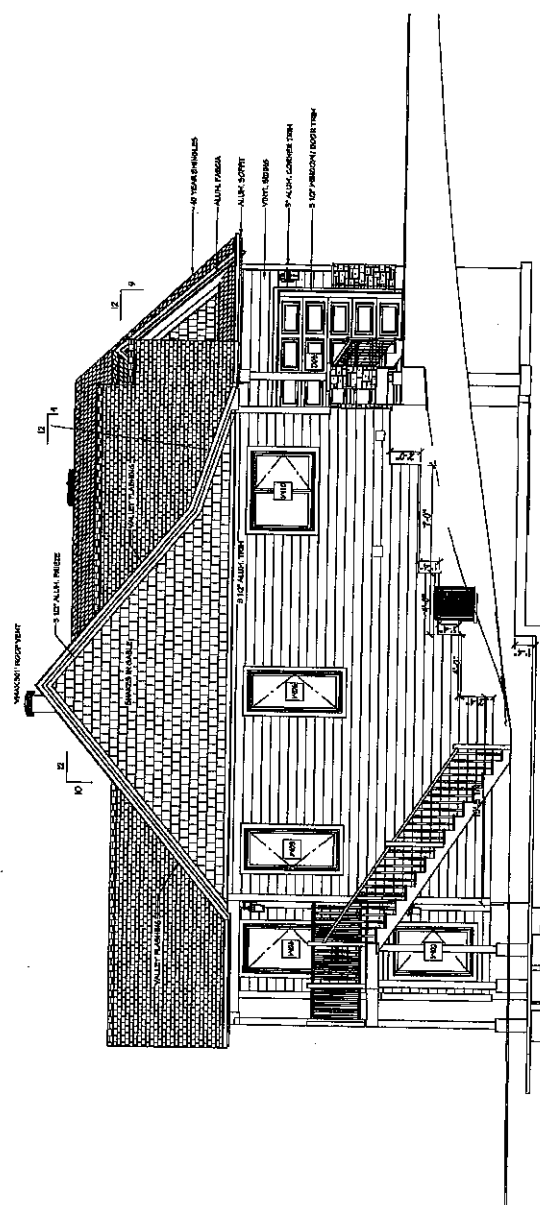
LOCKWOOD BROTHERS CONSTRUCTION
 CUSTOMER: **GALBRAITH**
 DRAWING NO.: **2021-044**
 DRAWN BY: _____
 CHECKED BY: _____

DESCRIPTION: _____
 ELEVATIONS

SCALE: **1/8" = 1'-0"**
 SHEET # **A7**
 DATE: **FEB. 23, 2022**

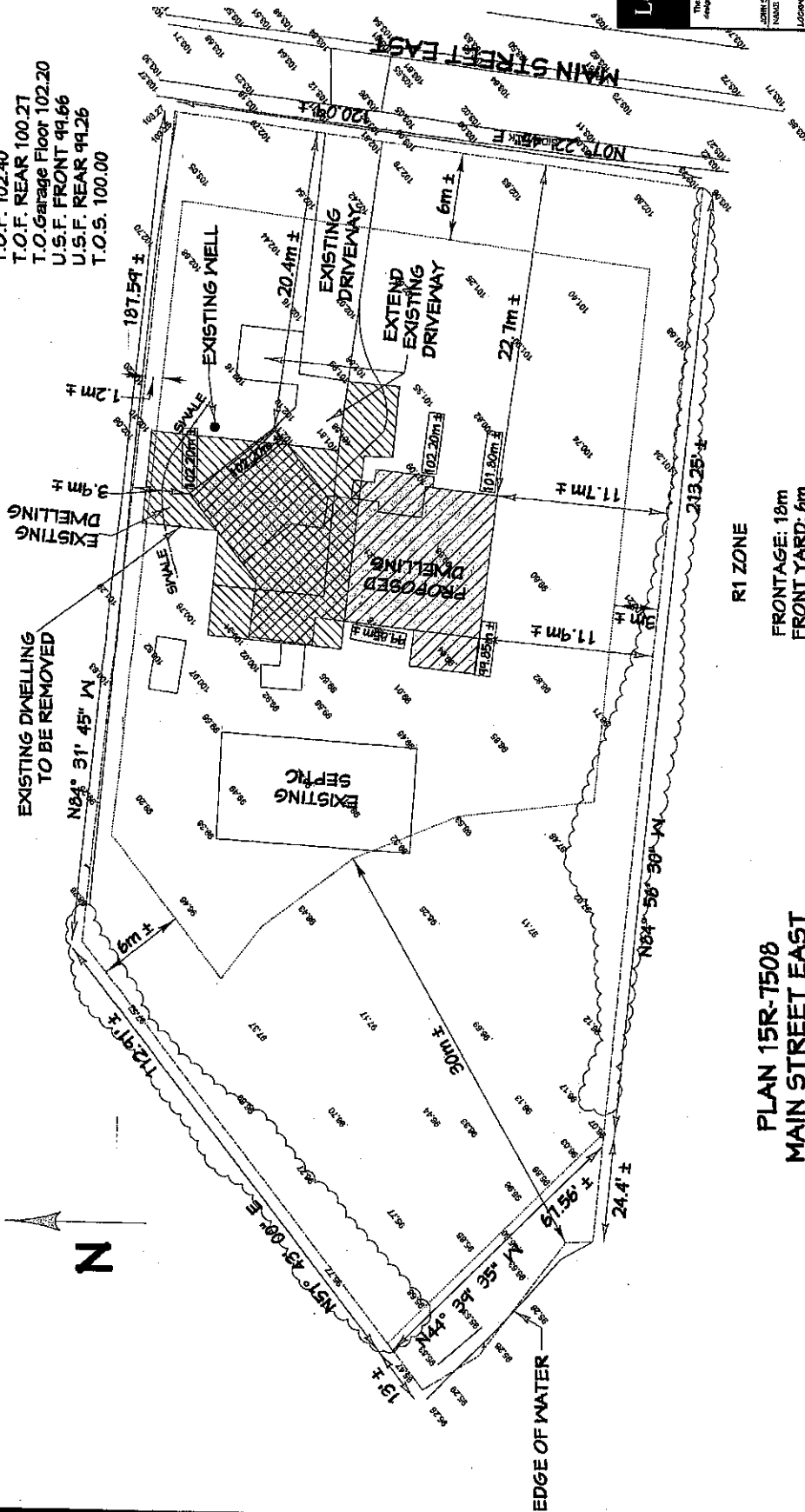


REAR ELEVATION



LEFT ELEVATION

T.O.F. 102.40
 T.O.F. REAR 100.27
 T.O. Garage Floor 102.20
 U.S.F. FRONT 99.66
 U.S.F. REAR 99.26
 T.O.S. 100.00



R1 ZONE
 FRONTAGE: 18m
 FRONT YARD: 6m
 EXT SIDE YARD: 3m
 INT. SIDE YARD: 3m on one side
 1.2m on other
 REAR YARD: 6.0m
 MIN LANDSCAPED OPEN SPACE: 40%
 MAX BUILDING HEIGHT: 11m

PLAN 15R-T508
 MAIN STREET EAST
 MERRICKVILLE, ON
 PART OF LOTS P & Q
 REGISTERED PLAN No. 6
 TOWNSHIP OF MERRICKVILLE-WOLFORD
 COUNTY OF GRENVILLE

Lockwood Brothers
 CONSTRUCTION

The undersigned has prepared and taken responsibility for this design, and has the qualifications and stamp for professional use and to the Ontario Building Code.
 Registration Information

JOHN SEPTI	ARCHITECT	PROFESSIONAL NO.	2021-044
NAME	SERVICES	DRAWING NO.	2021-044
LOCKWOOD BROTHERS CONSTRUCTION		DRAWING NAME	SITE PLAN
DATE		SCALE	Sheet #
			A11
		DATE:	FEB. 23, 2022

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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 Development Agreement regarding Consent Applications B-128-20 and B-129-20 as presented at its regular meeting of October 12, 2021, naming Anne Kirkpatrick and Peter LaBrash 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-277-21 on October 12, 2021 recommending support of Consent Applications B-128-20 and B-129-20 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: and

Whereas the Development Agreement, once executed is to be registered on title of the subject lands, being the retained and the newly created lots, 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-128-20 and B-129-20.

Carried / Defeated

J. Douglas Struthers, Mayor

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN: **Anne Kirkpatrick and Peter LaBrash**

(hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

The Corporation of the Village of Merrickville Wolford

(hereinafter called the "Municipality")

PARTY OF THE SECOND PART

WHEREAS the Owner hereby warrants that they are the owner in fee simple of the lands described in Schedule "A" attached hereto (hereinafter called the "Subject Lands").

AND WHEREAS the Owner has applied to the Consent Granting Authority for the United Counties of Leeds & Grenville (Applications B128/20 and B129/20) for consents pursuant to the provisions of the Planning Act, R.S.O., 1990, Chapter P.13.

AND WHEREAS the aforesaid applications for consent were granted by the Consent Granting Authority on November 10, 2021 subject to the Owner entering into an agreement with the Municipality regarding the matters hereinafter set out.

AND WHEREAS this Agreement is being entered into between the Owner and the Municipality in satisfaction of Condition Nos. 5, 6 and 7 for applications B128/20 and B129/20 in the above noted Consent Granting Authority files pursuant to Sections 53 (12) and 51 (26) of the Planning Act, R.S.O. 1990, Chapter P.13.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) the parties hereto agree as follows:

1. The Owner acknowledges and agrees that this Agreement shall apply to the Subject Lands described in Schedule A to this Agreement.
2. The Owner acknowledges and agrees that the following recommendations provided for in the "Noise Study – Merrickville Lot Severance (Kirkpatrick)" and dated July 15, 2021 and attached hereto as Schedule "B" must be adhered to:
 - a) Prior to the issuance of a building permit, a Final Acoustical Report shall be provided to the Village based on the final site layout and building concepts. The Final Acoustical Report will verify the results of the July 15, 2021 Preliminary Acoustical Report and determine specific mitigation measures (including physical mitigation) and warning clauses required, based on the site and the buildings at final design. The submission for a building permit will demonstrate the implementation of the recommendations of the Final Acoustical Report.
 - b) It is understood that due to the expected exceedance of road noise criteria, physical mitigation of noise may be required for outdoor living areas. Physical mitigation may need to take the form of noise barriers, to be determined when the site plan and architectural plans have been prepared. The Owner agrees to implement the recommendations for physical mitigation through the building permit process.
3. That the Owner agrees to the following notice being placed on all future offers of purchase and sale:

"All dwelling units to be constructed on the subject lands must include the installation of central air conditioning or other cooling system. Installation of central air conditioning or other cooling system by the Owner will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment."

4. The Owner hereby consents and agrees that this Agreement shall be registered on title to the Subject Lands at the sole expense of the Owner and that the Village Clerk be so notified of the registration.
5. The Owner hereby warrants to the Municipality that the recitals to this Agreement are true.
6. This Agreement shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto hereby set their hands and the corporate parties hereto hereby set their corporate seals attested to by the hands of the proper signing officers duly authorized in that regard.

SIGNED, SEALED AND DELIVERED
in the presence of

Anne Kirkpatrick and Peter LaBrash

Witness)

Per: _____
Anne Kirkpatrick

Per: _____
Peter LaBrash

THE CORPORATION OF THE
VILLAGE OF MERRICKVILLE WOLFORD

Per: Doug Struthers, Mayor

Per: Doug Robertson, CAO/Clerk/Economic
Development Director

SCHEDULE "A"

Subject Lands

The subject lands are described as Part of Lot 6, Concession A, being commonly referred to as 1094 County Road #43 and having the municipal roll number 071471101005901.

B128-20 includes lands described as Part Lot 6, Concession A, being Part 1, Plan 15R-12209, Village of Merrickville Wolford, United Counties of Leeds and Grenville

B129-20 includes lands described as Part Lot 6, Concession A, being Part 2, Plan 15R-12209, Village of Merrickville Wolford, United Counties of Leeds and Grenville

SCHEDULE "B"

IBI GROUP – NOISE STUDY MERRICKVILLE LOT SEVERANCE – COUNTY ROAD 43
MERRICKVILLE, ON - PREPARED FOR ANNE KIRKPATRICK - JULY 15, 2021

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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 draft Development Agreement regarding Consent Applications B-98-21 and B-99-21, naming Grace Hughes 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-200-21 on July 26, 2021 recommending support of Consent Applications B-98-21 and B-99-21 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 Development Agreement identifies a suitable building, well and septic envelope which meets the 30 m setback for the existing watercourse and any necessary setbacks from the utility corridor on the severed lots; 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-98-21 and B-99-21.

Carried / Defeated

J. Douglas Struthers, Mayor

THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN: **Grace Hughes**

(hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

The Corporation of the Village of Merrickville Wolford

(hereinafter called the "Municipality")

PARTY OF THE SECOND PART

WHEREAS the Owner hereby warrants that they are the owner in fee simple of the lands described in Schedule "A" attached hereto (hereinafter called the "Subject Lands").

AND WHEREAS the Owner has applied to the Consent Granting Authority for the United Counties of Leeds & Grenville (Applications B-98-21 and B-99-21) for consents pursuant to the provisions of the Planning Act, R.S.O., 1990, Chapter P.13.

AND WHEREAS the aforesaid applications for consent were granted by the Consent Granting Authority on September 29, 2021 subject to the Owner entering into an agreement with the Municipality regarding the matters hereinafter set out.

AND WHEREAS this Agreement is being entered into between the Owner and the Municipality in satisfaction of Condition No. 2 for applications B-98-21 and B-99-21 in the above noted Consent Granting Authority files pursuant to Sections 53 (12) and 51 (26) of the Planning Act, R.S.O. 1990, Chapter P.13.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) the parties hereto agree as follows:

1. The Owner acknowledges and agrees that this Agreement shall apply to the Subject Lands described in Schedule A to this Agreement.
2. The Owner acknowledges and agrees that a suitable building envelope referenced in Schedule "B" and as approved by the Municipality has been identified which meets the 30-metre setback for the existing watercourse and any necessary setbacks from the utility corridor on the severed lots for consent applications B-98-21 and B-99-21.
3. The Owner hereby consents and agrees that this Agreement shall be registered on title to the Subject Lands at the sole expense of the Owner and that the Village Clerk be so notified of the registration.
4. The Owner hereby warrants to the Municipality that the recitals to this Agreement are true.
5. This Agreement shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

SCHEDULE "A"

Subject Lands

The subject lands are described as Part of Lot 2, Concession 7, being commonly referred to as 114 Buker Road in the Village of Merrickville-Wolford and having the municipal roll number 071471101507202.

B-98-21 includes lands described as Part Lot 2, Concession 7, being Part _____ Plan 15R-_____ Village of Merrickville Wolford, United Counties of Leeds and Grenville

B-99-21 includes lands described as Part Lot 2, Concession 7, being Part _____ Plan 15R-_____ Village of Merrickville Wolford, United Counties of Leeds and Grenville

SCHEDULE "B"

Building Envelope

Hughes Buildable Area Sketch – PRELIMINARY
Version Date: March 2, 2022
ZanderPlan File No. 21-143

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve amending By-Law 49-21, being a by-law to designate Spillway Farm, located at 437 County Road 23 in the Village of Merrickville-Wolford, as being of Cultural Heritage Value and Interest, in order to remove the wording that says the By-Law will be registered at the expense of the property owner.

Carried / Defeated

J. Douglas Struthers, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 49-2021

Being a By-Law to Designate Spillway Farm, located at 437 County Road 23 in the Village of Merrickville-Wolford, as being of Cultural Heritage Value and Interest.

WHEREAS Section 29 of the Ontario Heritage Act, R.S.O., Chapter 0.18, authorizes the Council of a municipality to enact by-laws to designate real property within the municipality, including all buildings and structures thereof, to be of cultural heritage value and interest;

AND WHEREAS the Council of The Corporation of Merrickville-Wolford deems it desirable to designate Spillway Farm located at 437 County Road 23 in the Village of Merrickville-Wolford, legally described as Part Lot 3, Con B, former Township of Wolford, Part 1, 15R8244, as being of Cultural Heritage Value and Interest;

AND WHEREAS Notice of Intention to Designate Spillway Farm was served on the owner of the property and on the Ontario Heritage Trust and such notice was published in the Kemptville Advance newspaper having general circulation in the municipality in accordance with Section 29 (3) & (4) of the *Ontario Heritage Act, R.S.O. 1990*;

AND WHEREAS the reasons for designation are set out in Schedule 'B' attached to and forming part of this By-Law;

AND WHEREAS no notice of objection to the proposed designation has been served on the Clerk of the municipality.

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

1. That Spillway Farm located at 437 County Road 23 in the Village of Merrickville-Wolford, legally described as Part Lot 3, Con B, former Township of Wolford, Part 1, 15R8244, is hereby designated as a building being of cultural heritage value and interest.
2. That the Village Clerk is hereby authorized and instructed to register a copy of this By-Law against the property described in Schedule 'A', attached hereto, in the Registry Office of the Land Registry Division of Leeds & Grenville. ~~at the expense of the property owner.~~
3. That the Village Clerk/or his/her designate, is hereby authorized to amend the parcel designation noted in this By-Law, if necessary, upon registration of this By-Law
4. That the Village Clerk is hereby authorized to cause a copy of this By-Law to be served on the owner of the aforesaid property and on the Ontario Heritage Trust and to cause notice of this By-Law to be published in the Kemptville Advance.

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 27th day of September, 2021.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

Be it hereby resolved that: By-law 24-2022, being a by-law to delegate authority to the CAO for certain acts during a "Lame Duck" period, be read a first and second time, and that By-law 24-2022 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 24-2022

A BY-LAW TO DELEGATE AUTHORITY TO THE CAO FOR CERTAIN ACTS DURING A "LAME DUCK" PERIOD

WHEREAS Section 275 of the Municipal Act, S.O. 2001, c 25, as amended (the "Act") restricts acts that a Council can take after Nomination Day (August 19, 2022) and after Voting Day (October 24, 2022) if the Council is in a lame duck position; and

WHEREAS Section 275 (3) of the Act restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000; and

WHEREAS Section 275 (6) of the Act states that nothing in this section prevents any person or body exercising any authority of a municipality that is delegated to the person or body prior to Nomination Day for the election of the new Council; and

WHEREAS Council deems it expedient to delegate authority to the CAO to take action, where necessary, on certain acts during the "Lame Duck" period.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD HEREBY ENACT AS FOLLOWS:

1. **THAT** the Council of the Corporation of the Village of Merrickville-Wolford hereby delegates authority under Section 275 (3) of the Act between Nomination Day and commencement of the Council term as follows:
 - a. The CAO be appointed as the financial signing authority for expenditures, outside the current budget, exceeding \$50,000;
 - b. The CAO be delegated authority to execute any Agreement of Purchase and Sale, pertaining to the disposition of any real property or personal property of the Village, exceeding \$50,000;
 - c. The CAO may hire or dismiss any employee or officer of the Corporation of the Village of Merrickville-Wolford; and
 - d. The CAO will report to Council on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act, S.O. 2001 between Nomination Day and the commencement of the Council Term;
2. **THAT** this by-law only come into force in the event, when determined by the Clerk with certainty, that less than 75% of the current members of Council have registered as certified candidates in the 2022 Municipal Election after Nomination Day or that less than 75% of the current members of Council will be returning as members of Council after Election Day as certified by the local municipal Clerk.
3. **THAT** any by-laws or parts of by-laws contrary to or inconsistent with this by-law are hereby repealed.

By law read a first, second and third time, and finally passed this 25th day of April, 2022.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

Moved by: Cameron Foster Molloy Ireland

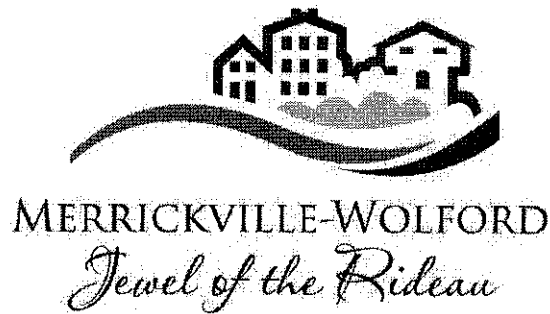
Seconded by: Cameron Foster Molloy Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Use of Corporate Resources for Election Purposes policy for the 2022 municipal election.

Carried / Defeated

J. Douglas Struthers, Mayor



Use of Corporate Resources for Election Purposes

Introduction

As leaders of in the community, all members of Village of Merrickville-Wolford Council are held to the highest standards of conduct and ethical behaviour. In practical terms, this obligation requires that during a municipal election year, all members of Council that are also candidates must avoid any conflict between their personal interest and their official duties. Also, any potential conflict must be resolved in favour of the public interest. While the business of the Village of Merrickville-Wolford must continue to be carried out during the entire term of Council, members are responsible to ensure that corporate resources are not used for any election-related purposes. For these reasons, it is necessary to establish guidelines on the appropriate use of corporate resources during an election period. This protects the interests of the members of Council and the Village of Merrickville-Wolford. It also preserves equity and fairness in the electoral process.

Legislative Authority

The Municipal Elections Act, 1996, as amended (the "Act"), permits candidates to file nominations in a municipal election year on May 1st. Once a candidate has filed a nomination paper, they can begin to campaign, raise campaign funds or incur campaign expenses in accordance with the provisions of the Act.

Under Campaign Expenses, Subsection 88.19 of the Municipal Elections Act, 1996, expenses are defined as "*costs incurred for goods or services by or under the direction of a person wholly or partly for use in his or her election campaign are expenses*". Further, Subsections 88.8(4) and 88.12(4) states "*the following shall not make a contribution – The Crown in the right of Canada or Ontario, a municipality or local board*".

In defining contributions as money, goods and services, it is apparent that the use of the Corporation's resources relative to an election campaign would be in violation of the Municipal Elections Act. Resources would include, but are not limited to the following: facilities, equipment, supplies, services, staff or other resources of the municipality. Further, the use of staff services, or any person receiving compensation from the municipality, during their regular working hours is also deemed to be in contravention of the Act.

Guidelines

The following guidelines regarding the use of corporate resources for election purposes shall be used for the Corporation of the Village of Merrickville-Wolford, from May 1st in the year of a municipal election until Voting Day inclusive, or in the case of a municipal by-election, for the period of sixty (60) days prior to and inclusive of Voting Day, for any members running as candidates in the by-election.

Members of Council, candidates and registered third parties for the municipal election who have submitted their Nomination Paper to the Clerk or are intending to run for re-election shall not:

1. use the facilities, equipment, supplies, services, staff or other resources of the Corporation of the Village of Merrickville-Wolford for any election campaign or campaign-related activities. Such resources could include but are not limited to: postage or the use of fax, scanner or photocopy machines;
2. use municipal funds for electoral purposes or electoral gain;
3. undertake any campaign-related activities on any municipal property unless full market value rent is paid. No campaign-related activities shall be allowed at the Municipal Office, Merrickville Fire Department Fire Hall, Merrickville Community Centre and Fairgrounds, Merrickville Rink, Centennial Hall and outdoor sports facilities, Landfill Site, Sewage or Water Treatment Plants, Merrickville Public Library or other such municipally-owned facility at any time;
4. use Village of Merrickville-Wolford business cards, envelopes, letterhead or any material imprinted with the Village of Merrickville-Wolford municipal logo or crest for election purposes;
5. enlist the use of Village staff to work in support of a municipal candidate during working hours unless they are on a leave of absence without pay, lieu time, or vacation leave;
6. print or distribute any material paid for by the municipality that illustrates that a Member of Council or any other individual is registered in any election or where they will be running for office;
7. profile, or make reference to, in any material paid for by the municipality, any individual who is registered as a candidate in any election;
8. print or distribute any material using municipal funds that makes reference to, or contains the names, photographs or identifies of registered candidates for municipal elections (minutes of Council and/or Committee Meetings exempt);
9. use any website, domain names, email resources or social media account funded by the municipality for the dissemination of election-related messages and material.

To avoid any confusion with any website or social media accounts used for Council work, members of Council who choose to create or use their own websites or social media accounts shall throughout the period from the start of the nomination period in the municipal election year until Voting Day inclusive or, in the case of a municipal by-election, for the period 60 days prior to and inclusive of Voting Day for any members running as candidates in the by-election:

- a) Include a clear statement, easily found and readable, on each website or social media account's home page indicating that the account is being used either solely for Council work, for both Council work and election campaign purposes, or solely for election campaign purposes;
- b) Include the statement referred to in clause a) above for as long as the website or account is accessible by the public.

Limitation

Nothing in these guidelines shall preclude a member of Council from performing their duties as Mayor or Councillor nor inhibit them from representing the interests of the constituents who elected them to office. Also, nothing in these guidelines shall preclude a member of Council from participating in a public All Candidates debate regardless of the location.

Administration

In accordance with the Municipal Elections Act, 1996, as amended, the Village Clerk or designate shall take the necessary action to give effect to these guidelines. All complaints received from the public shall be in writing and addressed to the Clerk.

The Clerk is delegated the authority to make administrative changes to this policy that may be required from time to time due to legislative changes or if, in the opinion of the Clerk, the amendments do not change the intent of the policy.

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

Be it hereby resolved that: By-law 26-2022, being a by-law to confirm the proceedings of the Council meeting of April 25, 2022, be read a first and second time, and that By-law 26-2022 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 26-2022

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 APRIL 25, 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 April 25, 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:

1. The proceedings and actions of Council at its meeting held on April 25, 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.

Read a first, second and third time and passed on the 25th day of April 2022.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: April 25, 2022

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

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, May 9, 2022 or until the call of the Mayor subject to need.

Carried / Defeated

J. Douglas Struthers, Mayor