



VILLAGE OF MERRICKVILLE-WOLFORD

**Agenda for Council
Council Chambers**

Regular Council Meeting 7:00 p.m.

Monday May 9, 2022

IMPORTANT NOTICE: This meeting will be held electronically. To ensure transparency, a recording of this meeting will be livestreamed on the “Village of Merrickville-Wolford” YouTube channel at https://www.youtube.com/channel/UC_OEkw3yIMarGSHGeNecrQg

1. **Call to Order**
2. **Disclosure of Pecuniary Interest and the general nature thereof**
3. **Approval of the Agenda**
4. **Planning** Consent Applications B-154-21 and B-155-21
5. **Delegations**
 1. Merrickville Public Library 2021 Annual Report - Mary Kate Laphen
 2. Enbridge Gas franchise agreement - Sonia FazariBy-Law 25-2022 re: Franchise Agreement
6. **Minutes**

Approval of Minutes of Regular Council meeting of April 11, 2022
Approval of Minutes of Regular Council meeting of April 25, 2022
Approval of Minutes of Public Meeting of April 11, 2022
7. **Correspondence** Phillips/Adams re: request for waived fees to use Fairgrounds for the European Classic Car Show on September 25, 2022
8. **CAO** By-Law 29-22 – Appointment of Deputy Clerk
Zero Emission Vehicle Infrastructure Program Grant Application for EV Chargers
9. **Deferred Items** None
10. **Public Question Period:** Questions may be emailed to: mayor@merrickville-wolford.ca
11. **Next meeting of Council:** Tuesday May 24, 2022 at 7:00 p.m.
12. **Confirming By-Law:** 27-2022 re: Confirm Proceedings of Council meeting of May 9, 2022
13. **Adjournment.**

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: May 9, 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 agenda of the regular Council meeting of May 9, 2022 as:

___ circulated.

___ amended.

Carried / Defeated

J. Douglas Struthers, Mayor

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Cameron	Y	N
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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-154-21 and B-155-21, naming Patrick William Gillespie and Patricia L E Gillespie as party of the first part and the Corporation of the Village of Merrickville-Wolford as party of the second part; and

Whereas Council passed resolution R-316-21 on November 22, 2021 recommending support of Consent Applications B-154-21 and B-155-21 to the Consent Granting Authority, with standard conditions as noted in the Municipal Consent Application Questionnaire and the condition that the applicant enter into a Development Agreement with the Village, whereby the recommendations of the scoped Environmental Impact Statement conducted with Rideau Valley Conservation Authority and dated October 9, 2021, are implemented through such Development Agreement; and

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

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

Carried / Defeated

J. Douglas Struthers, Mayor

THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN: Patrick William Gillespie and Patricia L E Gillespie

(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-154-21 and B-155-21) 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 February 2, 2022 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. 5 for applications B-154-21 and B-155-21 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 to retain woodlands on the subject lands with standard Best Practices, as identified in the Rideau Valley Conservation Authority Scoped-Site Environmental Impact Statement of October 9, 2021, including:
 - a) The extent of any vegetation removal is to be minimized for development. Tree removal should be limited to what is required for the development of the properties.
 - b) To protect breeding birds, no tree or shrub removal should occur between April 15th and July 31st, unless a breeding bird survey is completed by a qualified biologist within five days of the woody vegetation removal identifies no nesting activity.
 - c) There is to be no use of herbicides in clearing of vegetation.
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.

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

**Patrick William Gillespie and
Patricia L E Gillespie**

_____)	Per: _____
Witness)	Patrick William Gillespie
_____)	
_____)	Per: _____
Witness)	Patricia L E Gillespie
)	
)	
)	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 Wolford Concession 8 Part of Lots 10 TO;12 being commonly referred to as 12020 LAND O'NOD RD in the Village of Merrickville-Wolford and having the municipal roll number 071471101510000.

B-154-21 includes lands described as Concession 8 Part of Lots 10 TO;12, being Part 1, Plan 15R-12225, Village of Merrickville Wolford, United Counties of Leeds and Grenville

B-155-21 includes lands described as Concession 8 Part of Lots 10 TO;12, being Part 2, Plan 15R-12225, Village of Merrickville Wolford, United Counties of Leeds and Grenville

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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 2021 Annual Report from the Merrickville Public Library for information purposes.

Carried / Defeated

J. Douglas Struthers, Mayor



Annual Report 2021

COVID Can't Keep Library Down

COVID waves continued through 2021, but the Library Board is pleased to report that the Library was able to provide most of our services to the community — and to offer new ones — in spite of the ups and downs of pandemic restrictions.

The Library had to close our doors to the public for all but 6 weeks of the first half of the year, but service continued! Residents were happy to be able to use our "Porch Pick-up" curbside service, e-collections and InterLibrary Loan throughout this period. Online programs, virtual meeting space, wifi access, and (limited) computer services also remained available. While open in March, the new Seed Library was launched and became an immediate hit with the public (and continued to be accessible during the shutdown) [see p5].

Staff kept informed of changing guidelines and the emerging science to ensure that the Library remained safe and responsive, and able to reopen

to the public as soon as it was possible.

We were happy to open for the summer — and to run the TD Summer Reading Club and Outdoor StoryTime for our younger members [see p4]. And the community has been happy to return! While not up to pre-pandemic levels, use statistics have started to rebound.

The Board and staff have also been busy with 'behind the scenes' projects [see p7] to improve library services through 2021.

We began to offer in-library programs and meetings as the year ended, in response to requests, and hoped to return to regular service; but COVID had other plans. However, the Board remains hopeful for 2022 and continues to adapt our services to the needs of our communities and support municipal goals by contributing to the well-being of Merrickville-Wolford and Montague residents.



Residents appreciated curbside service in the first half of 2021, but were glad to return to the Library for the second half!

2021 Library Use



↑ 1%

Library Visits:
7,330
+ 480 (Zoom)

Circulation:
24,770

↑ 6%



↑ 8%

Includes eBooks:
7,625



↑ 51%

Includes Kanopy Films:
1,065 plays

InterLibrary Loans:

↑ 52%



↑ 21%

714 items
borrowed

571 items
lent



↓ 29%

Internet Use:
1,500

Website Views:
15,185



Active Members:

as Individuals: 975

as Households / Grps: 492




Busiest Month:

August

Library Services Reach Beyond the Walls as Pandemic Lingers

Activities Support Engagement & Community Well-Being

 Pandemic Programs	
Zoom Programs:	29
Participants:	261
YouTube Stories:	33
Views:	431
Take & Make Kits:	191
Vaccination Proofs:	85

In 2021, in response to new variants and continued restrictions, the Library continued to **support community engagement** with the adapted programming introduced in 2020.



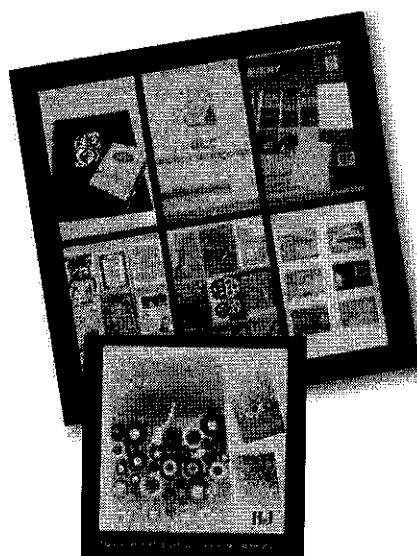
Thanks to our Zoom subscription (sponsored by the Friends of the Library [see p6]), we were able to continue some of our popular programs online, such as:

- **Off The Shelf** - featuring short stories and poetry read by community members, and hosted by Michael Phillips.
- **"The Sketchy Artists"** - this adult art group, organized by Gloria Stowell, met monthly to explore art techniques.
- **Book Clubs** - the Library hosted 4 clubs on Zoom, and supplied books to a total of 6.
- **InterLibrary Loans** - this service, which lets us bring in books from other libraries for our users, was available throughout the lockdowns and changing restrictions.
- **Take & Make Crafts** - maker kits were available for Spring Break and the holidays.

Continued p3



Off the Shelf met on Zoom for most of 2021, but was excited to return to the Library for December—one step ahead of Omicron!



The Sketchy Artists created a series of Artists' Trading Cards during 2021, and were happy to finally be able to exchange them in person.

Take & Make kits are an off-screen activity that encourages handcrafting and fine motor skills, following instructions - and a sense of accomplishment!



Proof of Vaccination

The Library assisted community members without smartphones by printing and laminating vaccination certificates and QR codes. This was an appreciated service and 85 vaccination proofs were printed in the fall of 2021.



Friday "Stories with Mary Kate" on YouTube

Cont from p2

- **Computer Animation Workshop** - this series of workshops by animation teacher Marc Bergeron introducing Blender animation software was perfect for an online program.
- **"Stories with Mary Kate"** - a favourite story was posted to our YouTube channel weekly from April 2020 to Sept 2021 as a note of familiarity for our StoryTime friends.



Computer Animation Workshops with Marc Bergeron

Demand Grows for Online Collections

As more of life moved online during COVID, the Library's e-collections became an increasingly popular and valued resource for the community — a trend expected to continue.



OverDrive

Use of our **OverDrive** eBook/eAudiobook collection jumped by a third in 2020 and continues to grow.

Members appreciate the convenience, large selection (over 75,000 titles), and adjustable font size of this shared provincial collection. OverDrive will add eMagazines in 2022.

Visit : odmc.overdrive.com

Kanopy Film Collection



Use of our **Kanopy** film streaming collection grew by **51%** in 2021. Kanopy includes 30,000+ indie, foreign and award-winning films, documentaries, and children's content.

Visit : merrickvillelibrary.kanopy.com

The Library Makes a Difference

Curbside Service

"We have the best Library and the best librarians! During the lockdowns I have had the Library select books for me on several occasions. Their selections have always been exactly to my taste and they have introduced me to authors that are new to me, that I would never have found on my own and that I have thoroughly enjoyed and will continue to read. Thank you for everything you have done, and continue to do, to keep us all reading." — J.L. [from Facebook]

"Thank you very much. This [curbside pick-up] is a wonderful service." — J. E.

"I appreciate your recommendations. I loved every single book [staff] picked for me." — R. S.

Online Services

"I have really enjoyed OverDrive, it has helped keep me sane through this pandemic." — P.B.

"When I first moved during lockdown, it was an isolating experience. The Zoom **Off the Shelf** meetings were a gift from the gods which I very much appreciated." — B.F. [from email]

"Thank you so much for providing uninterrupted Zoom sessions to our Book Club." — N. J.

Recognizing the importance of online resources during this pandemic, the Merrickville-Wolford Community Fund donated \$1,500 to sponsor the Library's OverDrive subscription and ebook purchases in 2021.

Photo (L-R): Ann Martin (Community Fund Officer) with CEO Mary Kate Laphen

Photo credit: Dan Black



A Space To Meet...

The Library helped people connect throughout 2021 by offering an uninterrupted virtual meeting space via Zoom for book clubs and community groups, as well as for library programs. The Library Board has also used Zoom for their meetings since mid-2020, allowing these to remain accessible to the public. As restrictions eased in the late summer and fall, the Library began to accept requests to hold small in-person gatherings in the meeting room or upstairs.

Library meeting space (real and Zoom) was used **47** times in 2021 by book clubs, the **Merrickville & District Trails Society, Regroupement Franco Merrickville, The Friends of the Library**, and more.

Meeting Room Use (by Community Groups)



Meetings (Liby): 18
Participation: 63
Zoom Meetings: 29
Participation: 222

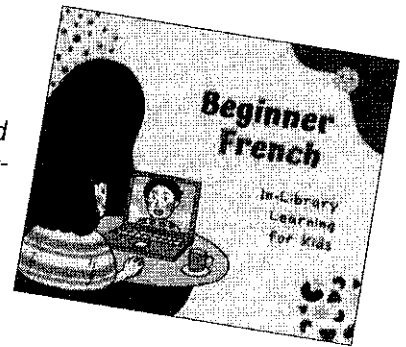
Welcome Back to the Library!



Outdoor StoryTime

Thanks to our fluently bilingual co-op student, Chloé Terpstra, the Library offered **Beginner French** for home-schooled kinders and pre-schoolers to build vocabulary and pronunciation.

Thank you to Mme Perkins and Mme Terpstra for sharing teaching tips and materials to help develop this program.



Return to In-Library Programs

The Library was delighted to be able to reopen and bring back more in-library programming during the summer. Programs increase library use by families and children, promoting literacy and learning through play. In-person programs encourage engagement and social interaction, particularly for younger children—plus some welcome fun after another lockdown.

We brought back **Outdoor StoryTime** for the summer, gradually moving indoors during the fall, as we transitioned away from online stories.

Aware that some parents were home-schooling their kinders due to COVID, we started a **Beginner French** program in October [see sidebar]. This program started on Zoom, but we were pleased to be able to switch to in-person for November and December.

Summer Reading Club

The Library runs the **TD Summer Reading Club** (sponsored by the TD Bank) for school-aged kids to keep up reading skills and prevent 'summer learning loss'.

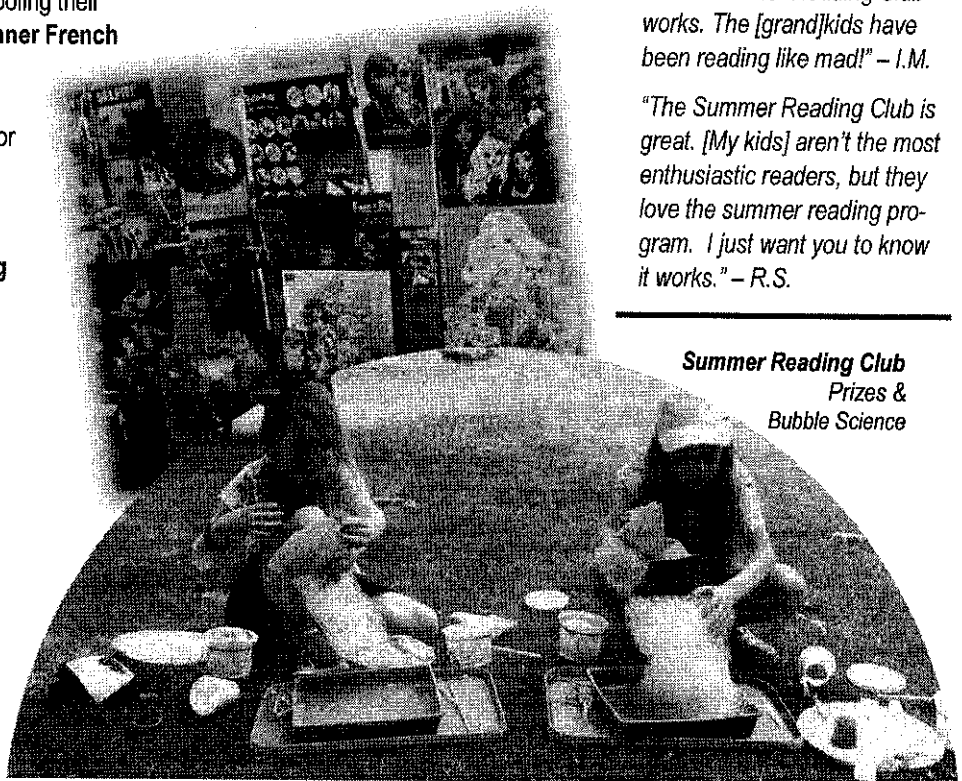
As in 2020, we combined our very popular Prize Draw (kids earn tickets by reading books) with STEM-based* Take & Make activities. We also offered an online "Candy Chemistry" workshop by Scientists in Situ and were able to run an outdoor in-person 'Bubble Science' activity in August. We were pleased to have **75** kids join the Club (up 50% from 2020).

*STEM=Science, Technology, Engineering, Math

In-Library Programs

Adult Programs:	4
Participants:	34
Kids Programs:	35
Participants:	201
Summer Reading Club:	75

*Thank You to the
Friends of the Library for
sponsoring our children's programs*



The Library Makes a Difference

"Thank you so much for running [Beginner French]. It has had a big impact. Even though he didn't say much here, he talked about it [at home] and he recognizes so many more words." — M.F.

"Just wanted to say the kids really liked 'Candy Chemistry'. Thank you for making this event possible." - L.L.

"Your Summer Reading Club works. The [grand]kids have been reading like mad!" — I.M.

"The Summer Reading Club is great. [My kids] aren't the most enthusiastic readers, but they love the summer reading program. I just want you to know it works." — R.S.

**Summer Reading Club
Prizes &
Bubble Science**

Partnerships Enhance our Community

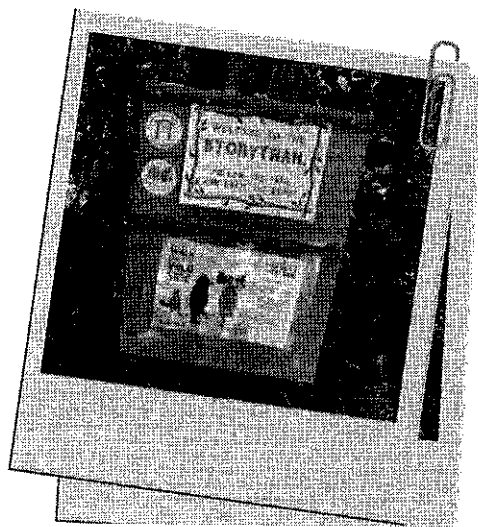
The Library partners with local groups to promote shared goals and connect our community with information and special collections.

In 2021, we partnered with **Sustainable Merrickville-Wolford** to launch the **Seed Library**, with support from the Lions Club and seeds from local growers, such as **Pioneer Gardens, Connerty Meadows Farm, and Jellyby Farm**. The spring lockdown put a damper on use, but over 400 packs of seeds were given out to enthusiastic gardeners. Read more at: <https://tinyurl.com/mwseedlibrary> and see the article in the *Toronto Star*!): <https://tinyurl.com/mvazrt3h>.

The Library also partnered with the **Merrickville & District Trails Society** on an outdoor display case and information backpacks for their new RiverWalk Trail, in addition to our ongoing collaboration on the **Story Trail** [below].

The Library continues to provide access to the **Merrickville & District Historical Society's Digital Archives**.

The Library will work to enhance these partnerships and resume those with the schools, daycare, etc in 2022.



The **Story Trail** (along the Woodland-Toboggan Hill Loop Trail) is a community favourite. We were pleased to have a Christmas story donated by local author **Louise Bond-Fraser** in 2021. See our StoryTrail video: <https://fb.watch/3wqLZ5jEcA/>



New! ECO Champions

The Library is excited to partner with local environmentalists on this new contest for kids to raise awareness of species-at-risk in Merrickville-Wolford and how to help them.

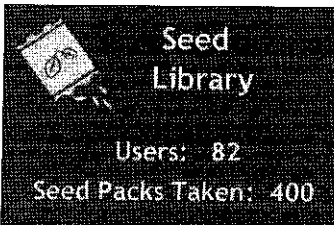
This bilingual contest, spearheaded by resident Robbie Giles, encourages kids to research and do a project on one of 16 local species-at-risk.

This initiative has inspired considerable community support, including from Council, and has received funding from the Lions Club. The Library looks forward to displaying the entries in Spring 2022.

Find out more at: www.ecochampions.ca



Thank You to the Lions Club for funding all these community projects!



The Library Makes a Difference

"I'd forgotten how good this library is" — P.G. [returning after lockdown]

"Your help with the DAISY reader for my Dad was so appreciated. It made such a difference to him to have a way to still enjoy reading." — B.D.

"The seed library is a wonderful resource and so well set up. Thank you!" — P.M. [from Facebook]

"We've got tomatoes, beans, pumpkins. It's amazing how big they are already. Thanks to the seed library, we'll have a full larder!" — G.G.

"My husband and I took our daughter this morning for a walk on the Story Trail. This was our first time and we loved it. Our daughter loves books and loves the outdoors so we couldn't have asked for a better family outing. Thank you so much to everyone for making the opportunity possible for us." — L.D.

"I am so thankful.... You made it possible for me to connect with a piece of my family heritage" — D.R. [re: Alice Hughes Genealogy Collection search].

And Visitors say...

"What a beautiful building. We're visiting and I love libraries, so I wanted to check out yours. I wasn't expecting anything like this!"

"This is the coolest space ever! It's like a tree house upstairs.. What a sweet beautiful place you have here. I love it!"

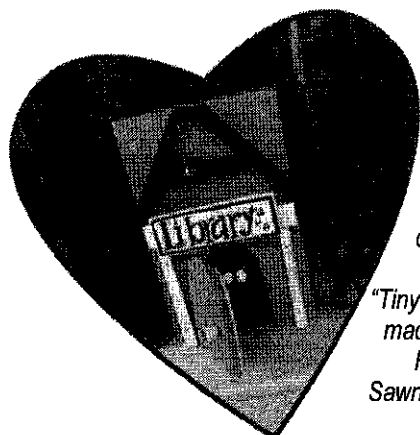
"Thank you for helping me. This Library is lovely, so sweet. Just like the town. I love it here."



Thank You Donors!

The Library is very grateful to those who donate money or sponsor books.

In 2021, the Library was privileged to receive a large donation from a very generous patron. These funds were used to upgrade to a new cataloguing/circulation system [see p7], purchase a new administrative computer, and to build the Library Reserve for future projects. We also received donations to expand our collection of First Nations authors and Canada Reads titles, and for the Seed Library, as well as a donation from the Merrickville Dart League for future programming. The Library Board sincerely thanks all our donors for their generosity!



The Library was delighted to add one of Merrickville's "Tiny Doors", generously made and donated by Robyn Eagle of SawnYah's Signs & Stuff

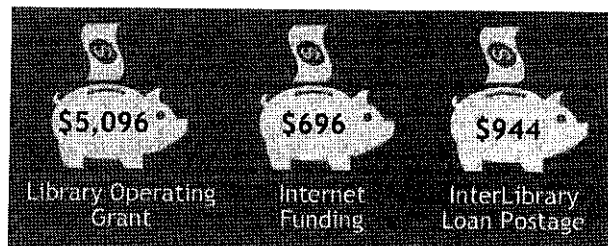


Thank You to the Merrickville & District (MaD) Gardeners for their dedicated plant care all summer



Provincial Funding

The Library continues to receive the annual Provincial Library Operating Grant and funding for our Internet connection and InterLibrary Loan costs from the Ministry of Heritage, Sport, Tourism and Culture Industries.



Thank You Volunteers!

A huge thank you to our many dedicated volunteers who donate their time every week for a variety of essential tasks - such as processing, repairing and shelving books, packaging interlibrary loans, scanning genealogy records and more.

Through the pandemic our volunteers have remained supportive and enthusiastic about returning to assist staff as conditions permitted. Their contribution allows the Library to provide our current high level of service without additional staff.

Our Volunteers

Nancy Cain
Kirsten Finstad
Diana McCavera
Alice Mills
Brenda Reid
Liz Sinclair
Mary Small
Gyn Wylie



A Little Help from Our Friends!

In spite of the ongoing challenges of fundraising during COVID, **The Friends of the Library** continued to sponsor several resources available at the Library in 2021, including subscription services such as Kanopy's film streaming collection, online reference databases and the DVD pool, as well as children's programs and more. This past year the group also sponsored the Library's subscription to Zoom for programs and meetings. They share the Library's gratitude to the Merrickville-Wolford Community Fund for stepping forward this year to sponsor our popular OverDrive eBook/ eAudiobook subscription, which the Friends had previously funded [see p3]. The Friends contributed **\$2,878** to the Library in 2021.

The Friends are looking forward to resuming their traditional fundraisers in 2022, adapting them as necessary for "the new normal". Friends' president, Chris Eyton, expects some challenges, but is confident that in 2022 the group will be able to continue to fund the resources and services, including OverDrive, that they have traditionally sponsored and that the community enjoys.

The Board thanks the Friends of the Library for their support and enthusiasm



The Friends were happy to be able to run a successful book sale at the 'Fall for Merrickville' Market at Heritage Stables.

Library Services

- Books - for all ages!
- Magazines
- AudioBooks
- DVDs
- eBooks & eAudiobooks
- Kanopy Film Streaming
- eResources
- Large Print Books
- CELA Talking Books
- Teen Space
- Genealogy
- Local History
- Historical Society Digital Archives
- InterLibrary Loan
- Meeting Room
- Museum Passes
- MAPsacks
- Computers & Internet
- Wireless access 24/7
- WordProcessing & more
- Scanner
- Printing, Copying, Fax
- Programs for all ages
- Accessible Services



Accessible Materials & Services

Although this has been overshadowed by COVID-19, the Library remains committed to connecting community members with disabilities to library services.

Visit our 'Accessible Services' webpage



The Library partners with the Centre for Equitable Library Access (CELA) to provide books in alternate formats for members with print disabilities of all types.



Library Upgrades

While COVID limited visits and programs, staff took the opportunity to make some upgrades to our "infrastructure". The Library switched to new higher-end circulation/cataloguing software by joining the

Ontario Library Service's JASI consortium. This has enabled us to add greater functionality at an affordable cost. Members will have noticed the switch to new library cards and a new online catalogue.

Staff also planned an update to the Library's website which will be completed in 2022. A new more colourful sign that incorporates our logo is now out in front of the Library.

Check out our website and catalogue at: <https://merrickvillelibrary.ca>

Board Makes Plans for 2022

The Library Board and staff continued to face the challenges of providing library service during a pandemic in 2021, but the Board's major focus was moving forward on the building's exterior work (pending since 2019). This project faced some challenges due to the shortage of available contractors and rising materials costs; however, work on the exterior walls (including staining/painting and fixing rotted boards) and on the roof has been completed on some sides of the building and the unanticipated collapse of the rear deck was repaired.

While pleased that this work is underway and hopeful that it will continue in 2022, the Board is concerned about their lack of expertise for the responsibility of exterior maintenance on a municipal building and the amount of board time it requires. The Board has initiated a discussion with Council regarding the municipality taking over this responsibility for the future.

Since 2022 is the last year of this term, the Board plans to address some deferred issues, including management options for the Library Reserve to enhance **fiscal sustainability**, accessibility planning, and end of term responsibilities. The Board also continues to oversee Library operations ensuring staff provide **excellent customer service to support the well-being of the community**. In these ways the Board contributes to the Merrickville-Wolford strategic goal of **Efficient, Effective Services and Civic Engagement**.

*The Library Board
would like to thank
Merrickville-Wolford Council
and Montague Council
for their support*



The Library expanded our collection of titles by First Nations authors, for adults and children, to build diversity and support increased awareness.

The Library Makes a Difference

"Libraries are vital to their communities and Merrickville is an unimaginably richer place thanks to its library and its extraordinary library personnel." - M.L. [from email]

The Library is Here to Help

"We truly appreciate everything the Library does for us and all the extra help you give. You always have what we need." — L.C.



Library Board Members for 2022

Victor Suthren, Board Chair
John Harris
Brian Reid
Carole Roberts
Timothy Molloy
Council Representative
Colleen Perkins
Montague Representative

And Your Staff ...

Mary Kate Laphen, CEO
Linda Purvis-Carriveau



Merrickville Public Library 2021 Financial Summary

Note: Financial data not final. Figures may be subject to revision.

Operating Budget

Revenue

Provincial Grant	\$5,096	
Municipal Grant (Merrickville-Wolford)	\$96,000	
Montague Grant	\$8,200	
SOLS reimbursements (Internet & ILL postage)	\$1,640	
In-Library Revenue	\$1,576	
Donations (includes Friends of Library)	\$22,840	
Special Funding [Seed Library, Story Trail]	\$935	
Transfer from Reserve (from 2020)	\$379	
Total Operating Revenues		\$136,666

Expenditures

Staffing (includes professional development)	\$83,231	
Collections (books, eresources, pools, etc.)	\$10,074	
Programs (incl. Seed Library & Story Trail)	\$1,030	
Computer/Internet (incl. equipment & IT support)	\$3,851	
Administration, etc.	\$8,288	
Utilities/Building/Cleaning	\$14,132	
Special Projects: JASI (from donations)	\$2,363	
Transfer to Reserves: prepaid 2022	\$1,444	
Transfer to Reserves: other	\$2,500	
Total Operating Expenses		\$126,913
<i>surplus/shortfall</i>		<i>\$9,753</i>

Capital Budget

Revenue

Municipal Building Grant	\$3,000	
Transfer from Surplus	\$8,125	
Total Capital Revenue		\$11,125

Expenditure

Bldg Exterior - Walls	\$7,491	
Bldg Exterior - Deck	\$2,234	
Bldg Exterior - Roof	\$1,424	
Total Capital Expenses		\$11,149

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: May 9, 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 form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*; and

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

I hereby certify the foregoing to be a true copy of a Resolution passed by the Council of the Corporation of the Village of Merrickville-Wolford on the ____ day of ____ 2022.

J. Douglas Struthers
Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW NUMBER 18-02

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
ENBRIDGE GAS DISTRIBUTION INC.
(formerly The Consumers' Gas Company Ltd.)**

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 7th day of October, 2002 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

AND WHEREAS Enbridge Gas Distribution Inc. has provided the Corporation with a consent to the repeal of the By-law hereinafter referred to:

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this 28th day of October, 2002

Jim Eagle CLERK
CAO/Clerk

[Signature]
Mayor

SCHEDULE "A"

By-Law No. 674 passed by the Council of the Corporation of the Village of Merrickville on the 10th day of February 1958.

By-Law No. 124 passed by the Council of the Corporation of the Township of Woford on the 4th day of July 1958.

Model Franchise Agreement

THIS AGREEMENT effective this 28th day of October, 2002 .

BETWEEN: The Corporation of the Village of Merrickville-Wolford hereinafter
called the

"Corporation"

- and -

Enbridge Gas Distribution Inc. (formerly The Consumers' Gas Company Ltd.)
hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the corporation is hereby given and granted to the Gas Company to enter upon

all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained

from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.

- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or

interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing

and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and

- v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas

Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the Corporation; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of

Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE VILLAGE OF
MERRICKVILLE-WOLFORD

By: _____

By: _____

Duly Authorized Officer

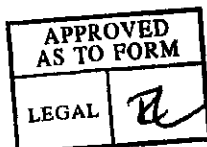
ENBRIDGE GAS DISTRIBUTION INC.

By: _____

JANET HOLDER
VICE PRESIDENT
OPERATIONS

By: _____

Mark R. Boyce
Associate General Counsel
& Corporate Secretary



DATED this 28th day of October, 2002.

THE CORPORATION OF THE
VILLAGE OF MERRICKVILLE-WOLFORD

- and -

ENBRIDGE GAS DISTRIBUTION INC.
(formerly The Consumers' Gas Company Ltd.)

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department



RP-2002-0121
EB-2002-0380

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended;

AND IN THE MATTER OF an application by Enbridge Gas Distribution Inc. for an order cancelling and replacing the existing Certificates of Public Convenience and Necessity for the Corporation of the Village of Merrickville-Wolford.

BEFORE: Malcolm Jackson
Presiding Member

Art Birchenough
Member

ORDER GRANTING

A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Enbridge Gas Distribution Inc., formerly known as The Consumers' Gas Company Ltd., filed an application, dated June 26, 2002, (the "Application") with the Ontario Energy Board (the "Board") under the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, (the "Act") for an order of the Board that consolidates the existing Certificates of Public Convenience and Necessity for the former Village of Merrickville and the former Township of Wolford, and replaces these with a new Certificate of Public Convenience and Necessity for the Village of Merrickville-Wolford. The Board has assigned File No. RP-2002-0121/EB-2002-0380 to the Application.

- 2 -

In the Application, Enbridge Gas Distribution Inc. filed evidence that it would expand its natural gas distribution facilities to supply the Village of Merrickville-Wolford for the 2002/2003 heating season.

A Notice of Application was published on August 7, 2002. There were no intervenors. On September 4, 2002 the Board issued a Notice of Written Hearing. No party satisfied the Board that there was a good reason for not holding a written hearing.

Effective January 1, 1998, the Corporation of the former Village of Merrickville, and the Corporation of the former Township of Wolford were amalgamated to form the Corporation of the Village of Merrickville-Wolford. The Board notes that Enbridge Gas is presently serving the Municipality and holds Certificates of Public Convenience and Necessity for the following former municipalities: Village of Merrickville (F.B.C. 240) and Township of Wolford (F.B.C. 237).

The Board finds that, based on the evidence, granting the Application is in the public interest.

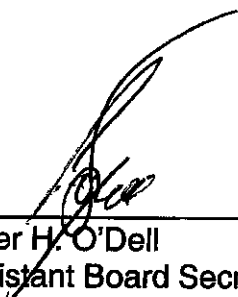
THE BOARD THEREFORE ORDERS THAT:

1. The existing Certificates of Public Convenience and Necessity for the former municipalities of the Village of Merrickville (F.B.C. 240) and the Township of Wolford (F.B.C. 237) are cancelled and replaced with a single Certificate of Public Convenience and Necessity for the amalgamated Village of Merrickville-Wolford (EB-2002-0380).
2. If Enbridge Gas Distribution Inc. fails to proceed with the construction of the natural gas distribution facilities to the Village of Merrickville-Wolford within twenty-four months following the issuance of the Certificate of Public Convenience and Necessity, the Certificate shall expire.

- 3 -

DATED at Toronto October 7, 2002

ONTARIO ENERGY BOARD



Peter H. O'Dell
Assistant Board Secretary

**GUIDELINES TO MUNICIPALITIES
RESPECTING THE RENEWAL OF FRANCHISE AGREEMENTS WITH ENBRIDGE GAS INC.**

Enclosed is the following package of documents:

- (a) Draft Resolution of the municipality;
- (b) Draft By-Law of the municipality; and
- (c) 2000 Model Franchise Agreement with Enbridge Gas Inc.

PLEASE READ THE FOLLOWING GUIDELINES AND FOLLOW STEPS IN ORDER

1. The draft By-law supplied in this package is designed to repeal any existing by-laws to allow the operation of a new by-law. Although Enbridge Gas uses its best efforts to check its records for by-law repeal, please advise us if there are other by-laws that the municipality is aware of that should also be repealed. Please create an official By-law document for execution purposes.
2. The By-law should be reviewed and given **First and Second reading ONLY**. Third and Final reading **SHOULD NOT** be performed until Enbridge Gas applies for and is in receipt of a Decision and Order from the Ontario Energy Board. The dates of the first and second readings are to be identified on the By-law by the municipality.
3. Having given the By-law first and second readings, representatives (*Mayor and Municipal Clerk*) for the municipality should execute (i.e. sign and seal) **four** copies of the **Resolution**. **DO NOT SIGN OR DATE THE FRANCHISE AGREEMENT AND DO NOT SIGN THE BY-LAW AT THIS TIME**. The **FOUR** executed (i.e., signed and sealed) copies of the **Resolution** as well as the copies of the **By-law** and **Franchise Agreement** should be **returned to Enbridge Gas**.
4. Upon Enbridge Gas' receipt of the documentation from the municipality, an application will be forwarded to the Ontario Energy Board for approval of the franchise agreement.
5. Notice of Enbridge Gas' application to the Ontario Energy Board for approval of the franchise agreement will be published in a local newspaper.
6. Upon receipt of a **Decision and Order** from the Ontario Energy Board, Enbridge Gas will follow the directions from the OEB as set out its Letter of Direction (i.e., directions as to service and publication of the Decision and Order). Enbridge Gas will then return to the municipality the four copies of the By-law and the Franchise Agreement for final approval and execution.
7. At this time the municipality will be directed to insert the date of the OEB Decision and Order into the 2nd paragraph of the By-law. The By-law should be given **THIRD and FINAL reading**. The date of the third and final reading of the By-law will be the effective date of the Franchise Agreement.
8. Upon this third and final reading, the municipality should return **four fully executed (signed and sealed) By-Laws** and **four fully executed (signed and sealed) Franchise Agreements** to Enbridge Gas.
9. Upon receipt of the documents, Enbridge Gas will sign and seal all four original Franchise Agreements and return one fully executed Franchise Agreement with a By-law to the Municipality and to the Ontario Energy Board and will retain the balance for its files.

Kindly refer to the attached "Task List" for your reference and ease in completing the Franchise Agreement renewal process. We thank you for your co-operation with this process.

CHECK LIST FOR COMPLETING FRANCHISE AGREEMENT

Task #	Task	Task Complete
1	Municipality receives Franchise Agreement package from Enbridge Gas	✓
2	Municipality creates official By-law for execution purposes – 4 originals required	
3	Municipality creates official Resolution for execution purposes – 4 originals required	
4	Municipality gives First & Second Reading to By-law and inserts dates of these 2 readings in the By-law document	
5	Municipality executes 4 original Resolution documents	
6	Municipality sends 4 original executed Resolution documents with 4 By-law and 4 Franchise Agreement documents to Enbridge Gas	
7	Municipality awaits for return of documents once Enbridge Gas applies to the OEB and receives the OEB's Order & Decision	
8	The OEB will publish a Notice related to the application in a local newspaper.	
9	Enbridge Gas receives Decision and Order from the OEB and follows directions as to service and publication.	
10	Municipality receives Decision and Order of OEB along with Franchise Agreement renewal documentation from Enbridge Gas	
11	Municipality inserts date of OEB Decision and Order into all four By-law documents (2 nd paragraph AND WHEREAS...)	
12	Municipality gives Third & Final Reading to By-Law and inserts date into all four By-law documents	
13	Municipality fully executes (signs and seals) all four originals of the By-law	
14	Municipality inserts date of Third and Final Reading into the Franchise Agreement (top of first page) as the date of the agreement	
15	Municipality fully executes (sign and seals) all four originals of the Franchise Agreement	
16	Municipality forwards all four fully executed By-laws and Franchise Agreements to Enbridge Gas for execution	
17	Enbridge Gas executes the Franchise Agreement	
18	Enbridge Gas provides one fully executed Franchise Agreement and By-law to the OEB, the Municipality and retains 2 copies for its files	
19	Municipality receives its copy of the fully executed By-law and Franchise Agreement for its records	

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2022

BETWEEN:

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE, the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or
- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
 - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - (i) the third party has entered into a municipal access agreement with the Corporation; and
 - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Other Conditions

None.

19. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

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

Per: _____
J. Douglas Struthers, Mayor

Per: _____
Doug Robertson, CAO / Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director
Regulatory Affairs

Per: _____
Jean-Benoit Trahan, Director
Eastern Region Operations & Gazifère

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: May 9, 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 25-2022, being a By-Law to approve the form of draft by-law and franchise agreement between the Village of Merrickville-Wolford and Enbridge Gas Distribution Ltd., be read a first and second time, and that By-Law 25-2022 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 NUMBER 25-2022

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN
THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD
and
ENBRIDGE GAS INC.**

WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 9th day of May, 2022 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

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

1. **THAT** the Franchise Agreement between the Corporation of the Village of Merrickville-Wolford and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and CAO / Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Village of Merrickville-Wolford to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be hereby repealed:
 - By-law #18-02 for the Corporation of the Village of Merrickville-Wolford, passed in Council on the 28th day of October, 2002.
4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first, second and third time and passed on the 9th day of May 2022.

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

J. Douglas Struthers, Mayor

Doug Robertson, CAO / Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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 Minutes of the regular meeting of April 11, 2022, as

_____ circulated.

_____ amended.

Carried / Defeated

J. Douglas Struthers, Mayor

The Corporation of the Village of Merrickville-Wolford

Monday April 11, 2022, 7:00 p.m.

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

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

Guests: Tony Fleming, Cunningham Swan

NOTE: This meeting was held electronically via Zoom and livestreamed on the Village's YouTube Channel

Mayor Struthers proclaimed April as the Daffodil Campaign.

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

Approval of Agenda

R-108-22 Moved by Councillor Ireland, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the regular Council meeting of April 11, 2022, as circulated.

Carried.

**In Camera
R-109-22**

Moved by Councillor Molloy, Seconded by Deputy Mayor Cameron
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to an "In-Camera" session at 7:08 p.m. under Section 239 (2) of the *Municipal Act, 2001*, as amended, to address matters pertaining to:

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and
2. A position, plan, procedure, criteria or instruction to be applied to negotiations carried on by or on behalf of the municipality or local board; and
3. A proposed or pending acquisition or disposition of land by the municipality or local board; and
4. Personal matters about an identifiable individual, including municipal or local board employees.

Carried.

Rise and Report

R-110-22 Moved by Councillor Molloy, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby rise and report from the "In Camera" session of the regular Council meeting, with staff being given direction, at 7:52 p.m.

Carried.

Minutes:

R-111-22 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the regular meeting of March 28, 2022, as circulated.

Carried.

Minutes:

R-112-22

Moved by Councillor Ireland, Seconded by Councillor Foster

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special meeting of March 30, 2022, as circulated.

Carried.

Correspondence:

R-113-22

Moved by Councillor Molloy, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from St. Michael Catholic High School; and

That Council does hereby approve the Village of Merrickville-Wolford graduation bursary in the amount of \$175

Carried.

R-114-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from North Grenville District High School; and

That Council does hereby approve the Village of Merrickville-Wolford graduation bursary in the amount of \$175

Carried.

R-115-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from the Ministry of the Solicitor General regarding the Village's 2021 compliance with the *Emergency Management and Civil Protection Act*, for information purposes.

Carried.

Finance

R-116-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

By-law 19-2022, being a by-law to adopt the 2022 Operating, Capital, Water and Wastewater, and Library Budgets and the 2022 Salary Grid, be read a first and second time, and that By-law 19-2022 be read a third and final time and passed.

Carried.

R-117-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that:

By-law 20-2022, being a by-law to set the 2022 tax rates, be read a first and second time, and that By-law 20-2022 be read a third and final time and passed.

Carried.

Planning

R-118-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby direct staff to execute the Access Agreement for Merrickville Grove subject to further amendment by the Village's lawyer.

Carried.

CAO
R-119-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report CAO-03-2022 regarding the Blockhouse Museum staff supervision.

Carried.

Public Question Period:

No questions were received.

Confirming By-Law

R-120-22

Moved by Councillor Ireland, Seconded by Councillor Foster

Be it hereby resolved that: By-law 23-2022, being a by-law to confirm the proceedings of the Council meeting of April 11, 2022, be read a first and second time, and that By-law 23-2022 be read a third and final time and passed.

Carried.

Adjournment

R-121-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that: This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:22 p.m. until the next meeting of Council on Wednesday, April 25, 2022 or until the call of the Mayor subject to need.

Carried.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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 Minutes of the regular meeting of April 25, 2022, as

_____ circulated.

_____ amended.

Carried / Defeated

J. Douglas Struthers, Mayor

The Corporation of the Village of Merrickville-Wolford

Monday April 25, 2022, 7:00 p.m.

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

Staff in Attendance: Doug Robertson, CAO/Clerk
Kirsten Rahm, Treasurer/Deputy Clerk
Stacie Lloyd, Manager of Community Development
Brad Cole, Manager of Operations/Fire Chief
Dan Halladay, CBO

Guests: Tony Fleming, Cunningham Swan
Forbes Symon, Jp2g Consultants

NOTE: This meeting was held electronically via Zoom and livestreamed on the Village's YouTube Channel

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

Approval of Agenda

R-122-22 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the regular Council meeting of April 25, 2022, as amended.

Carried as amended.

Agenda amended to move the Planning part of the agenda to just after Minutes; and amended to remove the 2021 Library annual report.

In Camera

R-123-22 Moved by Councillor Ireland, Seconded by Councillor Molloy
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to an "In-Camera" session at 7:06 p.m. under Section 239 (2) of the *Municipal Act, 2001*, as amended, to address matters pertaining to:

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and
2. A position, plan, procedure, criteria or instruction to be applied to negotiations carried on by or on behalf of the municipality or local board; and
3. Personal matters about an identifiable individual, including municipal or local board employees.

Carried.

Rise and Report

R-124-22 Moved by Councillor Ireland, Seconded by Councillor Foster
Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby rise and report from the "In Camera" session of the regular Council meeting, with staff being given direction, at 7:32 p.m.

Carried.

Minutes:

R-125-22 Moved by Councillor Molloy, Seconded by Councillor Ireland
Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the minutes of the Merrickville Public Library Board meetings of March 9, 2022 and March 31, 2022; and

~~That Council received the 2021 Library annual report for information purposes.~~

Carried as amended.

R-126-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the minutes of the Community Development Advisory Committee meeting of January 31, 2022 for information purposes.

Carried.

Council discussed the potential of there also being other types of funding opportunities and that a CDAC member and staff should work together to consider them and report back if there is anything more beneficial.

Planning:

R-127-22

Moved by Councillor Ireland, Seconded by Councillor Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby 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.

R-128-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive 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

Office at the sole expense of the Owner;

Carried.

R-129-22

Moved by Councillor Ireland, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby 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.

R-130-22

Moved by Councillor Ireland, Seconded by Councillor Foster

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.

R-131-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby 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.

R-132-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve 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.

Correspondence

R-133-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from Chantal Roulston for information purposes; and

That Council acknowledges that the event is of municipal significance as profits will be going to the food cupboard; and

That Council gives conditional endorsement of the event on County Rd 15 subject to compliance with legislation including, but not limited to, Ontario Building Code, Zoning Bylaw and sign Bylaw.

Deferred until compliance of legislation is achieved.

R-134-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from Christmas in Merrickville; and

That Council acknowledges the event will result in significant staff overtime and other costs as stipulated in the attached letter dated April 7, 2022; and

That Council approves their requests.

Carried.

R-135-22

Moved by Councillor Foster, Seconded by Councillor Molloy

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Electric Vehicle Charging Station Proposal from the Community Development Advisory Committee for information purposes.

Carried.

R-136-22

Moved by Councillor Ireland, Seconded by Councillor Foster

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the 2021 Household Hazardous Waste Summary for information purposes.

Carried.

Finance

R-137-22

Moved by Councillor Foster, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Asset Management Plan – Core Assets, from Watson & Associates.

Carried.

CAO

R-138-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Foster

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.

R-139-22

Moved by Councillor Ireland, Seconded by Councillor Molloy

Be it hereby resolved that:

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

Carried.

Public Question Period:

No questions were received.

Confirming By-Law

R-140-22

Moved by Councillor Foster, Seconded by Deputy Mayor Cameron

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.

Adjournment

R-141-22

Moved by Deputy Mayor Cameron, Seconded by Councillor Molloy

Be it hereby resolved that: This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:38 p.m. until the next meeting of Council on Wednesday, May 9, 2022 or until the call of the Mayor subject to need.

Carried.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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 Minutes of the public meeting of April 11, 2022, as

_____ circulated.

_____ amended.

Carried / Defeated

J. Douglas Struthers, Mayor

The Corporation of the Village of Merrickville-Wolford

Monday April 11, 2022, 6:00 p.m.

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

Staff in Attendance: Doug Robertson, CAO/Clerk
Kirsten Rahm, Treasurer/Deputy Clerk
Dan Halladay, CBO
Stacie Lloyd, Manager of Community Development

Guests: Forbes Symon, Jp2g Consultants

NOTE: This meeting was held electronically via Zoom and livestreamed on the Village's YouTube Channel

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

Approval of Agenda

R-103-22 Moved by Councillor Foster, Seconded by Councillor Ireland
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the special Council meeting of April 11, 2022, as circulated.
Carried.

Move to Public Meeting to consider ZBA-03-2022:

R-104-22 Moved by Councillor Molloy, Seconded by Deputy Mayor Cameron
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to a Public Meeting under Section 34 of the *Planning Act*, as amended.
Carried.

R-105-22 Moved by Councillor Foster, Seconded by Councillor Ireland
Whereas the Council of the Corporation of the Village of Merrickville-Wolford now closes the statutory public meeting held this 11th day of April, 2022, under Section 34 of the *Planning Act* to consider zoning by-law amendment application for land described as:

13828 County Rd 15, Concession 3, Part Lot 12 in the former Wolford Township, Hamlet of Carleys Corners, in the Village of Merrickville-Wolford.

Now Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford pass By-Law 21-2022 to rezone the lands described as 13828 County Rd 15, Concession 3, Part Lot 12 in the former Wolford Township, Hamlet of Carleys Corners, in the Village of Merrickville-Wolford, from Hamlet to Hamlet-2 (H-2).

Carried.

R-106-22 Moved by Deputy Mayor Cameron, Seconded by Councillor Foster
Be it hereby resolved that:
By-law 22-2022, being a by-law to confirm the proceedings of the special Council meeting of April 11, 2022, be read a first and second time, and that By-law 22-2022 be read a third and final time and passed.

Carried.

Adjournment
R-107-22

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

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

Carried.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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:

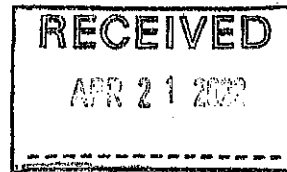
The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from the Barry Phillips and Trish Adams requesting a fee waiver for the Merrickville European Class Car Show 2022; and

That Council does hereby approve the request.

Carried / Defeated

J. Douglas Struthers, Mayor

Mr. Doug Struthers,
Mayor, Village of Merrickville-Wolford,
317 Brock Street West,
Merrickville, ON.,
K0G 1N0.



April 20, 2022

Dear Mr. Struthers,

Merrickville European Classic Car Show 2022 → *Sunday, September 25th, 2022*

The idea of a British Car Show was suggested as a replacement for the Classic Car Cruise and Shop that had taken place for several years, attracting close to 1,000 cars, but had not (in the Spring of 2018) been held for a couple of years. I was approached by the Chamber of Commerce to organize the show, and I asked Trish Adams, a friend and fellow member of the Ottawa MG Club, if she would like to help. She readily agreed, and suggested that as there were so many shows for American classic cars, and lots of shows for British classic cars, this new show should be for European classic cars. We decided that it would be just a car show: no vendors – especially no food vendors – no prizes, no loud music, no registration fees.

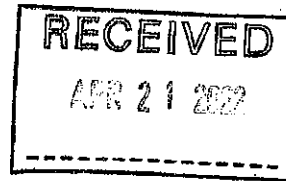
The first Merrickville European Classic Car Show was held in Blockhouse Park in September 2018, and we welcomed almost 100 cars to the village. Many of the owners had never been to Merrickville before and were totally charmed. Young students from Merrick Prep School earned hours toward their 40 hours of Community Service, and what capable and helpful young people they were. The following year, we welcomed 136 cars – including some from as far away as Montreal, Kingston, and one all the way from Eganville. We kept to the same concept, and again enjoyed the company of young volunteers from Merrick Prep School.

Feedback over the two shows was that the owners enjoyed the “just a car show” concept, and the spectators enjoyed chatting with owners of cars that they’d only ever heard of, or maybe seen on TV or in movies. Several commented that they also enjoyed the ever-changing boat show! The Lions’ BBQ sold out quickly. Everyone enjoyed shopping the variety of unique stores, restaurants and cafes that Merrickville offers, which is good for our local economy.

We have not been able to hold the show for two years because of Covid, and we anticipate an even larger attendance this year. For the safety of the cars and spectators, we would like to move the show from Blockhouse Park to the Fairgrounds, parking the exhibitors in the area closest to the river. We will again be inviting the Lions to offer our exhibitors and spectators a BBQ lunch, with the money they raise benefitting the community.

It’s difficult to estimate the number of people who will visit the show, but we know that classic car shows are a huge draw, and this show is particularly interesting because the cars are not often seen at regular car shows and cruise nights. One spectator told us that he never expected he would see James Bond’s Aston Martin, Magnum PI’s Ferrari, the Saint’s Volvo P1800, the time-travelling DeLorean, and three extremely rare cars: a 1962 Humber Super Snipe, a 1990 Marcos Mantula Spyder, and a 1964 Quandt Amphicar – all at the same show.

2/...



As stated, we charge no fees – we are not-for-profit – so we request Council to waive all fees related to the rental of the fairgrounds, allow access to the washrooms, and allow us to post directional signage.

We thank Council for their consideration, and look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Phillips".

Barry Phillips

A handwritten signature in cursive script, appearing to read "Trish Adams".

Trish Adams

Co-Organizers

cc: Mr. Michael Cameron, Deputy Mayor

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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 29-2022, being a By-Law to appoint a Deputy Clerk, be read a first and second time, and that By-Law 29-2022 be read a third and final time and passed.

Carried/Defeated

J. Douglas Struthers, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW NO. 29-2022

BEING a By-Law to appoint a Deputy Clerk

WHEREAS the *Municipal Act, 2001*, Section 288 (2) gives a municipality the authority to appoint a deputy clerk who has all the powers and duties of the clerk under the *Municipal Act, 2001*, as amended, and any other Act;

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

1. Julia McCaugherty-Jansman is hereby appointed as Deputy Clerk to the Village of Merrickville-Wolford.
2. This By-Law shall come into full force and effect on the date of passing.

READ a first and second time this 9th day of May, 2022

READ a third and final time and passed this 9th day of May, 2022

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

J. Douglas Struthers, Mayor

Doug Robertson, CAO / Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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

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

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

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

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

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

Carried / Defeated

J. Douglas Struthers, Mayor

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

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

Carried / Defeated

J. Douglas Struthers, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 27-2022

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD AT ITS MEETING HELD ON May 9, 2022

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

AND WHEREAS it is deemed prudent that the proceedings of the Council of the Corporation of the Village of Merrickville-Wolford (hereinafter referred to as "Council") at its meeting held on May 9, 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 May 9, 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 9th day of May 2022.

J. Douglas Struthers, Mayor

Doug Robertson, CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: May 9, 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 Tuesday, May 24, 2022 or until the call of the Mayor subject to need.

Carried / Defeated

J. Douglas Struthers, Mayor