



**VILLAGE OF MERRICKVILLE-WOLFORD**

**Agenda for Council  
Council Chambers**

Special Council Meeting 6:00 p.m.

Thursday March 30, 2023

**IMPORTANT NOTICE:** This meeting is a special working meeting of Council and will be held in person in the Council Chambers and the public is welcome to observe. It will also be recorded and livestreamed electronically on the “Village of Merrickville-Wolford” YouTube channel accessible by clicking [here](#).

1. **Call to Order**
2. **Disclosure of Pecuniary Interest and the general nature thereof**
3. **Approval of the Agenda**
4. **Finance**
  - Review of 2023 Draft Budget
  - Gravel Road Needs Study Proposal
  - Development Charge/Impost Fee Background Study Proposal
  - Tender Approval 2023-01: Tandem Plow Truck
5. **Next meeting of Council:** Tuesday, April 11, 2023, at 7:00 p.m.
6. **Confirming By-Law:** 21-2023 re: Confirm Proceedings of Council meeting of March 30, 2023
7. **Adjournment**

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**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 March 30, 2023 as:

\_\_\_ circulated.

\_\_\_ amended.

Carried / Defeated

---

Michael Cameron, Mayor

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

**WHEREAS** Council has directed staff to identify potential funding sources which will be attributed to gravel road improvements in Merrickville-Wolford;

**AND WHEREAS** Council did not direct staff to remove the \$10,000 line item for the Gravel Road Needs Study from the draft Capital Budget provided to Council on March 22, 2023;

**AND WHEREAS** the ability to conduct the Study is time-dependent;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Gravel Roads Need Study proposal dated March 24, 2023 from Michael Fadock, Senior Project Manager/ Civil Engineer, Jp2g Consultants Inc., for information purposes;

**AND BE IT ALSO RESOLVED THAT** Council does hereby direct the CAO/Clerk to sign and accept the terms of the proposal and the Conditions of Assignment, and to proceed with the Study as outlined in the proposal.

Carried /Defeated

\_\_\_\_\_

Michael Cameron, Mayor



Jp2g Consultants Inc.

ENGINEERS • PLANNERS • PROJECT MANAGERS

1150 Morrison Drive, Suite 410, Ottawa, ON, K2H 8S9

T 613-828-7800, F 613-828-2600, www.jp2g.com

Jp2g No. 23-5018A

March 24, 2023

Village of Merrickville-Wolford  
317 Brock Street West  
Merrickville, ON K0G 1N0

**Attention:** Mr. Brad Cole  
Manager, Operations  
Village of Merrickville-Wolford

**Re:** Village of Merrickville Wolford  
Gravel Road Needs Study – Civil Engineering Services

Dear Mr. Cole:

Thank you for the opportunity to submit a proposal for Professional Services on this project.

## 1 INTRODUCTION AND SCOPE OF WORK

Our understanding of this project, and your needs, is based on our conversation of March 21<sup>th</sup>, 2023, and on information provided to us in your email dated Thursday March 9<sup>th</sup>, 2023. We understand that the project consists of a Gravel Road Needs Study to be prepared consistent with 1987 MTO Roads Management Plan for Small and Lower Tier Municipalities.

The work generally includes the following steps:

1. Documentation Review and Preparation of Road inventory sheets. For all the roads being assessed, individual sheets will be prepared outlining the various information that is known for items such as dimensions, length, cross section type, roadside condition (rural, suburban, urban), drainage, date and type of last major capital works, last maintenance date, or other work records, traffic count estimates, and other relevant information. Jp2g will work with the Township to obtain, review, and enter this data onto standard sheets in preparation for the roads review.
2. Field Review of Municipal Gravel Roads. Jp2g will attend the municipality and review the 45km of gravel roads with a public works staffer. The review will focus on identifying and filling in missing items from the road inventory sheets, review of safety items, horizontal and vertical issues within the roadway and how to resolve them, review and resolution of drainage issues, and review of challenges with implementing the recommended capital improvements (i.e. presence of rock or hydro poles, or other obstacles to implementation). This data would be compiled and assessed following the road review to ensure a consistent costing approach is provided for all recommended works.
3. In addition to the above individualized improvements and costs for capital improvements, a set of benchmark pricing for various road upgrade scenarios would be provided for standard rural cross sections. This would include activities like "Upgrade gravel road to asphalt platform", complete with the associated quantities and itemized pricing. Jp2g is proposing to work with the Village to obtain their latest tender pricing to ensure that that pricing provided respects the local pricing conditions.
4. Prepare a summary report consistent with the 1987 MTO Road Management Plan for Small and Lower Tier Municipalities, including the findings above, and in addition discussing municipal fleet capital requirements. The fleet capital requirements would largely be based upon discussions with municipal staff and incorporate the expected lifespan of existing fleet assets. Jp2g anticipate that a part of this report includes discussions regarding how to prioritize the order of the road works, and that this requires some further input and discussions from staff.



- 5. Upon submission of the study, answer any questions that staff may have and revise the report accordingly. Prepare for and attend a meeting with council, in person, presenting the results of the Road Needs Study and addressing any questions that they may have.

## 2 STAFF

This project will be undertaken by following staff:

- Project Manager: Michael Fadock, MASc. P.Eng.
- Civil Engineering Intern: Curtis Millar, E.I.T.

The roads review and all primary reporting will be completed by Curtis Millar, he has experience undertaking rural (gravel) road needs studies with Michael Fadock throughout Renfrew County.

For this project, in the case that Michael is unavailable, the backup project manager would be Neil Caldwell, P.Eng PMP

## 3 SCHEDULE

Based on information provided, we understand the following schedule is applicable:

- Begin of data collection and organization for the road review – 1 to 2 weeks following approval.
- Completion of the Road Need Study Report – 3-4 weeks following the road review.

## 4 FEES AND DISBURSEMENTS

Our budgetary costs are:

ID	Work Plan	Civil Fee
1-4	Road Needs Study (Lump Sum)	\$8,000
5	Presentation to Council (Contingency – Hourly)	\$2,000
	Total	\$10,000

4.1 Mileage expenses are included in the fees above, HST is additional

4.2



If the terms and conditions of this proposal are acceptable, please provide written confirmation of acceptance via email for our records. Approval of this fee proposal is indicated by Client signature on this letter or written confirmation of Client acceptance (e.g.: email).



Client approval indicates acceptance of Jp2g's Limitation of Liability relating to Client damages, as noted in the *Conditions of Assignment*, section 5.1 (attached hereto).

We thank you for the opportunity to submit a fee on this work. Should you require any further clarification, please contact the undersigned.

Sincerely,

Jp2g Consultants Inc.  
ENGINEERS • PLANNERS • PROJECT MANAGERS

Michael Fadock, MASc. P.Eng.  
Senior Project Manager / Civil Engineer

Enclosures:      Conditions of Assignment

<b>CLIENT APPROVAL</b> The Client accepts the terms of this Proposal including the Conditions of Assignment, and hereby authorizes Jp2g Consultants Inc. to proceed with the work as described herein. The undersigned is authorized to sign on behalf of the Client.	
<b>PROJECT: MERRICKVILLE GRAVEL ROAD NEEDS STUDY</b>	Jp2g Project Number: 23-5018A
Jp2g Fee: As per section 3	Retainer: n/a
Company:	Date:
Name, title:	Signature:

*We request Client initials on each page of this document (left footer) and a signed copy returned to [michaelf@jp2g.com](mailto:michaelf@jp2g.com)*



The following **CONDITIONS OF ASSIGNMENT** apply to this Agreement

#### **CONSULTANT'S SERVICES**

- 1.1. The Consultant will provide professional services in accordance with the terms of our proposal and applicable codes, for the scope of services described.
- 1.2. The Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf and as agent on behalf of its employees and principals.
- 1.3. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 1.4. Certification, Guarantees and Warranties: The word certify shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.
- 1.5. The Consultant will:
  - 1.5.1. Not be responsible for the performance by the Contractor, subcontractors, suppliers or any other contractors of the work or for the failure of any of them to carry out the work in accordance with the Construction Contract;
  - 1.5.2. Not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the Contractor, subcontractors, suppliers or any other contractors;
  - 1.5.3. Not be responsible for safety precautions and programs required in connection with the work or for general site safety at the place of work under applicable health and construction safety legislation at the place of work.
- 1.5. If specified in the scope of services, the Consultant will provide an estimate of the probable construction cost and/or construction contract time for the project work. The Client acknowledges that such estimates are subject to change and are contingent upon factors, including market forces, over which the Consultant has no control. The Consultant does not guarantee the accuracy of such estimates nor does the Consultant represent that bids, negotiated prices or the time for performance will not vary from such estimates. More definitive estimates regarding costs and time for performance may be assessed only when bids and negotiated prices are received for the work.

#### **CLIENT'S RESPONSIBILITIES**

- 2.1 The Client will make available all relevant information or data pertinent to the Project which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- 2.2 The Client will give prompt consideration to all requests or documents relating to the Project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of its decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the Project site as necessary to enable the Consultant to perform its Services.
- 2.3 The Client will give prompt written notice to the Consultant whenever the Client or its representative becomes aware of any defects or deficiencies in Consultant's work.

#### **CONTRACTOR'S RESPONSIBILITIES**

- 3.1 Jobsite Safety: Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's sub-consultants. The Client also agrees that the Client, the Consultant and the Consultant's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

#### **OWNERSHIP AND USE OF DOCUMENTS**

- 4.1 The Consultant's Documents produced as part of the scope of services for the project are the property of the Consultant.
- 4.2 Provided the Fees and Reimbursable Expenses of the Consultant are paid, the Client will have a non-exclusive license to use any proprietary concept, product or process of the Consultant which relates to or results from the services for the life of the project and solely for purposes of its maintenance and repair.
- 4.3 The Consultant will retain the original of the Engineering Documents and of those parts of the Construction Contract Documents which are generated by the Consultant, including computer-generated designs relating thereto, but excluding any models or graphic presentations specifically commissioned and paid for by the Client.
- 4.4 Should the Client alter the Engineering Documents without notifying the Consultant and without the Consultant's prior written consent, the Client will indemnify the Consultant against claims and costs (including legal costs) associated with such improper alteration. In no event will the Consultant be responsible for the consequences of any such improper alteration.
- 4.5 The Client may not use the Engineering Documents without having paid the Fees and Reimbursable Expenses of the Consultant. The Consultant is entitled to injunctive relief should the Engineering Documents be used without payment of the Fees and Reimbursable Expenses provided for in this Agreement.
- 4.6 The Engineering Documents are not to be used on any other project without the prior written consent and compensation of the Consultant.

#### **LIABILITY**

- 5.1 Limitation of Liability: To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$250,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If Limitation of Liability is unclear, the Client understands that they are responsible for seeking clarification or legal advice prior to accepting this Agreement.
- 5.2 Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred



from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- 5.3 No party other than the Client shall rely on the Consultant's work without the express written consent of the Consultant.
- 5.4 The Client expressly agrees that the individuals engaged by the Consultant shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the individuals in their personal capacity.
- 5.5 The Consultant is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of Hazardous Substances at or adjacent to the Place of Work, unless specified in the Consultant's Scope of Services, or for the exposure of persons, property or the environment to Hazardous Substances at or adjacent to the Place of Work.
- 5.6 Subject to the limitations of liability set out in this Agreement, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from:
  - 5.6.1 Claims of third parties; or
  - 5.6.2 A breach of contractual obligations under this Agreement by the indemnifying party or anyone for whom that party is responsible; or
  - 5.6.3 Negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.

#### **DISPUTE RESOLUTION**

- 6.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
- 6.2 The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
- 6.3 Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.
- 6.4 The applicable laws of the jurisdiction in which the work is carried out will govern the interpretation of this Agreement.

#### **TERMINATION AND SUSPENSION**

- 7.1 This Agreement is terminated on the earliest of:
  - 7.1.1 The date when the Consultant has performed all of the Services; or
  - 7.1.2 The date of termination if termination occurs in accordance with this Section - TERMINATION AND SUSPENSION.
- 7.2 If the Consultant is in material default in the performance of any of the Consultant's obligations under this Agreement, the Client will notify the Consultant that the default must be corrected. If the Consultant does not correct the default within 30 days after receipt of such Notice or if the Consultant does not take reasonable steps to correct the default if the default is not susceptible of immediate correction, the Client may terminate this Agreement upon further Notice to the Consultant, without prejudice to any other rights or recourses of the Client.
- 7.3 If the Client is in material default in the performance of any of the Client's obligations set forth in this Agreement, including but not limited to the non-payment of Fees and Reimbursable Expenses of the Consultant in the manner specified in this Agreement, the Consultant will notify the Client that the default must be corrected. If the Client does not correct the default within 30 days after receipt of such Notice, the Consultant may terminate this Agreement upon further Notice to the Client.
- 7.4 If the Client suspends performance of the Services at any time for more than 30 consecutive or non-consecutive days through no fault of the Consultant, then the Consultant may choose to terminate this Agreement upon Notice to the Client.

#### **FEES AND PAYMENT**

- 8.1 Contracts and invoices are to be in the name of Jp2g Consultants Inc.
- 8.2 Services in this agreement will be performed for the agreed fee. Additional service agreed to by the Client shall be provided for at a lump sum fee or at a fee agreed to in accordance with Jp2g's hourly fee schedule in effect at that time. Fees indicated do not include the Harmonized Sales Tax (HST). HST will be added.
- 8.3 Invoices will be issued for work completed and are due upon presentation. Overdue accounts are subject to interest charges after 30 days from invoice date in the amount of 1% monthly or 12% annually calculated on the outstanding balance. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- 8.4 If the project is terminated or suspended for reasons described in Section 6, TERMINATION AND SUSPENSION the Client shall pay for services rendered to that date on a percent complete basis.
- 8.5 If the Consultant must make any changes in completed work for any part of the Project for reasons which he does not control, or if the Consultant is put to extra work, cost or expense by reason of any act or matter which he does not control, the Client shall pay to the Consultant a fee for such changes or extra work. The fee for the extra work shall be calculated on a time basis; provided that prior to the commencement of such changes or extra work the Consultant shall notify the Client in writing of its intentions to make such changes or to carry out such extra work and that the Consultant shall keep separate cost records in respect to such changes or extra work.
- 8.6 Retainer: The Client shall make an initial payment as indicated in the CLIENT APPROVAL authorization, upon execution of this Agreement. This retainer shall be held by the Consultant and applied against the final invoice.
- 8.7 Set-Offs, Back charges, Discounts: Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.



For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

**WHEREAS** Council has directed staff to bring back a proposal to do a Development Charges or Impost By-Law Study;

**AND WHEREAS** Council did not direct staff to remove the \$30,000 line item for the Development Charges and Impost By-Law Study from the draft Capital Budget provided to Council on March 22, 2023;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the proposal dated March 22, 2023 from Peter Simcisko, Managing Partner of Watson & Associates, for information purposes;

**AND BE IT ALSO RESOLVED THAT** Council does hereby direct the CAO/Clerk to accept the proposal, and to proceed with conducting the Study as outlined in the proposal.

Carried / Defeated

\_\_\_\_\_  
Michael Cameron, Mayor



March 22, 2023

Mr. Doug Robertson, MBA  
CAO/Clerk/Director, Economic Development  
Village of Merrickville-Wolford  
317 Brock Street West,  
P.O. Box 340  
Merrickville, Ontario, K0G 1N0

Dear Mr. Robertson:

Re: Request for Quote for a Development Charge/Impost Fee Feasibility Assessment, Background Study and Associated By-law

The Village of Merrickville-Wolford (Village) has requested a quote from Watson & Associates Economists Ltd. (Watson) for the above referenced assignment. Further to our previous discussions on this subject, our quote includes the following two components:

1. Feasibility assessment and cost/benefit analysis of proceeding with a formal background study for the imposition of charges under the Development Charges Act (development charges) or Part XII of the Municipal Act (impost fees).
2. Pending the outcome of the above, undertake a formal background study and public process that would enable the Village to enact a new development charge by-law or a new impost fee by-law.

Our extensive experience assisting Ontario municipalities with D.C. background studies and drafting D.C. by-laws over the past 40 years make us well-suited to this assignment. Watson's experience in the D.C. field allows us to provide you with the knowledge and information necessary to implement sound, defensible development charge/impost fee policies.

Based on the specific tasks that would be required to complete each component of the assignment, and the associated resourcing, our budget estimate to complete the assignment is \$30,020 (exclusive of applicable taxes), as detailed in Table 1 below. Approximately half of the budget is related to the initial feasibility assessment and cost/benefit analysis, with the other half being related to the optional formal background study and public process required for by-law implementation.

The budget provides for four (4) virtual meetings with Village staff and two (2) virtual presentations to Council. Additional meetings and presentations can be arranged and would be billed based on the hourly rates identified in Table 1, above and beyond the upset budget limit.



Out-of-pocket disbursements for travel, copying, and related expenses are invoiced at cost. Our billings are submitted on a monthly basis for time worked on the project during the previous month. Billings are on a net 30-day basis.

If the level of effort and/or budget exceeds the expectations of the Village, we would be pleased to discuss the work plan in more detail.

Table 1: Proposed Budget

Work Plan Task	Budget Estimate
<b>Development Charge/Impost Fee Feasibility Assessment</b>	
Study Start-up	\$ 14,140
Data Collection & Review of Background Materials	
Review of Available Growth Forecasts	
Staff Interviews - Identification of Development-related Costs for the Planning Horizon	
Preliminary Development Charge/Impost Fee Calculations	
Evaluate Available Cost-recovery Mechanisms (Development Charge vs. Impost Fee)	
Presentation of Findings to Village Staff and Council	
<b>Development Charge/Impost Fee Background Study and By-law</b>	
Growth Projection Development	\$ 15,280
Development Charge/Impost Fee Calculations and Rules	
Draft Background Study and Staff Review	
Finalize Background Study and Undertake Public Meeting Process	
Assistance with Adoption and Implementation Process	
Sub-total (excl. disbursements and tax)	\$ 29,420
Disbursements (mileage, administrative charges, etc.)	\$ 600
<b>Total (excl. tax)</b>	<b>\$ 30,020</b>

We look forward to the opportunity of working with the Village on this important assignment. Should you wish to discuss any aspect of the proposal further, we would be please to do so.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Peter Simcisko, BA (Hons.), MBE  
Managing Partner

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

**WHEREAS** staff issued Request for Tender 2023-01 for the supply of one (1) tandem plow truck budgeted for \$280,000 in 2022;

**AND WHEREAS** two (2) bids were received, the least expensive being submitted by Cornwall Freightliner at \$359,407.00 plus the Village's share of HST;

**AND WHEREAS** this bid is over budget by \$85,733;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the tender bids for information purposes;

**AND BE IT ALSO RESOLVED THAT** Council does hereby direct staff to proceed with the purchase of the vehicle from Cornwall Freightliner and to transfer the funds from the appropriate reserve.

Carried / Defeated

\_\_\_\_\_

Michael Cameron, Mayor



# TENDER/QUOTE FOR BUDGETED ITEMS UNDER \$50,000

Tender Number: 2023-01	Issue Date: February 13, 2023	Closing Date: March 17, 2023	Opening Date: March 17, 2023
------------------------	-------------------------------	------------------------------	------------------------------

\* Tenders/Quotes must be placed on comparable basis with respect to freight, taxes, etc., attach separate sheet to show analysis of complex tenders.

Tender/Quote Requested By: Operations Department

Tender/Quote Requirements: Request for Highway Plow

Company Name/Address	Date & Time Received	Tender Amount (as read in tender opening)	Staff Initials	Tendered Amount (as amended)	Staff Initials	Rank
1. Francis Canada	Mar 15/23 11:01am	303,000 (without HST)	K BC			2
2. Cornwall Freightliner	Mar 17/23 10:21am	359,407 (without HST)	LU BC			1
3.						
4.						

Remarks (include details of any submission disqualified and reasons) This is a reputable company that has worked here in the past.

### Recommendation

Recommend Tender/Quote from:	Within Budgeted Amount? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Send Tender/Quote for further analysis: N/A	Department:
Other (describe):	G.L. #:
Recommended by (signature):	Date:

### Approval

Signature of Manager, Operations: <i>[Signature]</i>	Date: March 17/23
Signature of Treasurer: <i>[Signature]</i>	Date: Mar 17/23



MERRICKVILLE-WOLFORD

*Jewel of the Rideau*

**REQUEST FOR TENDER (RFT)  
FOR ONE TANDEM PLOW TRUCK  
CONTRACT PW 2023-01**

**Tenders received from:**

**Date and Time:**

1. Francis Canada

March 15/23 11:01 am

2. Cornwall Freightliner

March 17/23 10:21 am

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 21-2023, being a by-law to confirm the proceedings of the Council meeting of March 30, 2023, be read a first and second time, and that By-law 21-2023 be read a third and final time and passed.

Carried / Defeated

---

Michael Cameron, Mayor

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

**BY-LAW 21-2023**

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 March 30, 2023

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 March 30, 2023 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 March 30, 2023 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 30<sup>th</sup> day of March 2023.

\_\_\_\_\_  
Michael Cameron, Mayor

\_\_\_\_\_  
Doug Robertson, CAO/Clerk



For Clerk's use only, if required:

**Recorded Vote Requested By:**

Barr	Y	N
Cameron	Y	N
Gural	Y	N
Ireland	Y	N
Maitland	Y	N

Resolution Number: R - - 23

Date: March 30, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

This special 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, April 11, 2023 or until the call of the Mayor subject to need.

Carried / Defeated

---

Michael Cameron, Mayor