



**VILLAGE OF MERRICKVILLE-WOLFORD**

**Agenda for Council  
Council Chambers**

Regular Council Meeting 7:00 p.m.

Monday, May 8, 2023

**IMPORTANT NOTICE:** This meeting will be held in person and will be open to the public in the Council Chambers. 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. **In-Camera**
  1. Personal matters about an identifiable individual, including municipal or local board employees.
  2. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
5. **CAO**

Moderna Homes Townhouse Elevations  
Merrickville Grove Subdivision Agreement

  - By-law 30-2023 – authorize the execution of Subdivision Agreement
  - By-law 31-2023 – authorize Encroachment Agreement
  - By-law 32-2023 – amend By-law 28-17 – Parking By-law

Animal Control Services Agreement  
Resolution: Library Board Appointments  
Resolution: Canada Day Expenditure Approval
6. **Delegations**

Mary Kate Laphen – Public Library 2022 Annual Report
7. **Minutes**

Approval of Minutes - regular Council meeting of April 24, 2023
8. **Correspondence**

Vicki Graham – TNIM Lease Extension Commitment Letter Request
9. **Public Works**

Report PW-04-2023: Recycling Transition Report
10. **Finance**

By-law 27-2023 – Adopt 2023 Operating, Capital Water & Wastewater Budgets and Salary Grid  
By-law 28-2023 – Adopt Tax Rates
11. **By-laws**

By-law 29-2023: By-law to amend By-law 16-12 – Livestock Valuator
12. **Notices of Motion**

Councillor Gural re: Speed-Spy Direction
13. **Deferred Items**

None
14. **Public Question Period to Council**
15. **Next meeting of Council:** Monday, June 12, 2023 at 7:00 p.m.
16. **Confirming By-Law:** 26-2023 re: Confirm Proceedings of Council meeting of May 8, 2023
17. **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: May 8, 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 regular Council meeting of May 8, 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: May 8, 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 move to an "In-Camera" session at \_\_\_\_\_p.m. under Section 239 (2) of the *Municipal Act, 2001*, as amended, to address matters pertaining to:

1. Personal matters about an identifiable individual, including municipal or local board employees.
2. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

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: May 8, 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 rise and report from the "In Camera" session of the regular Council meeting, with staff being given direction, at \_\_\_\_\_p.m.

Carried / Defeated

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

Resolution Number: R - - 23

Date: May 8, 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 receive the elevation drawings for the Moderna Homes Townhouse for information purposes.

For Clerk's use only, if required:

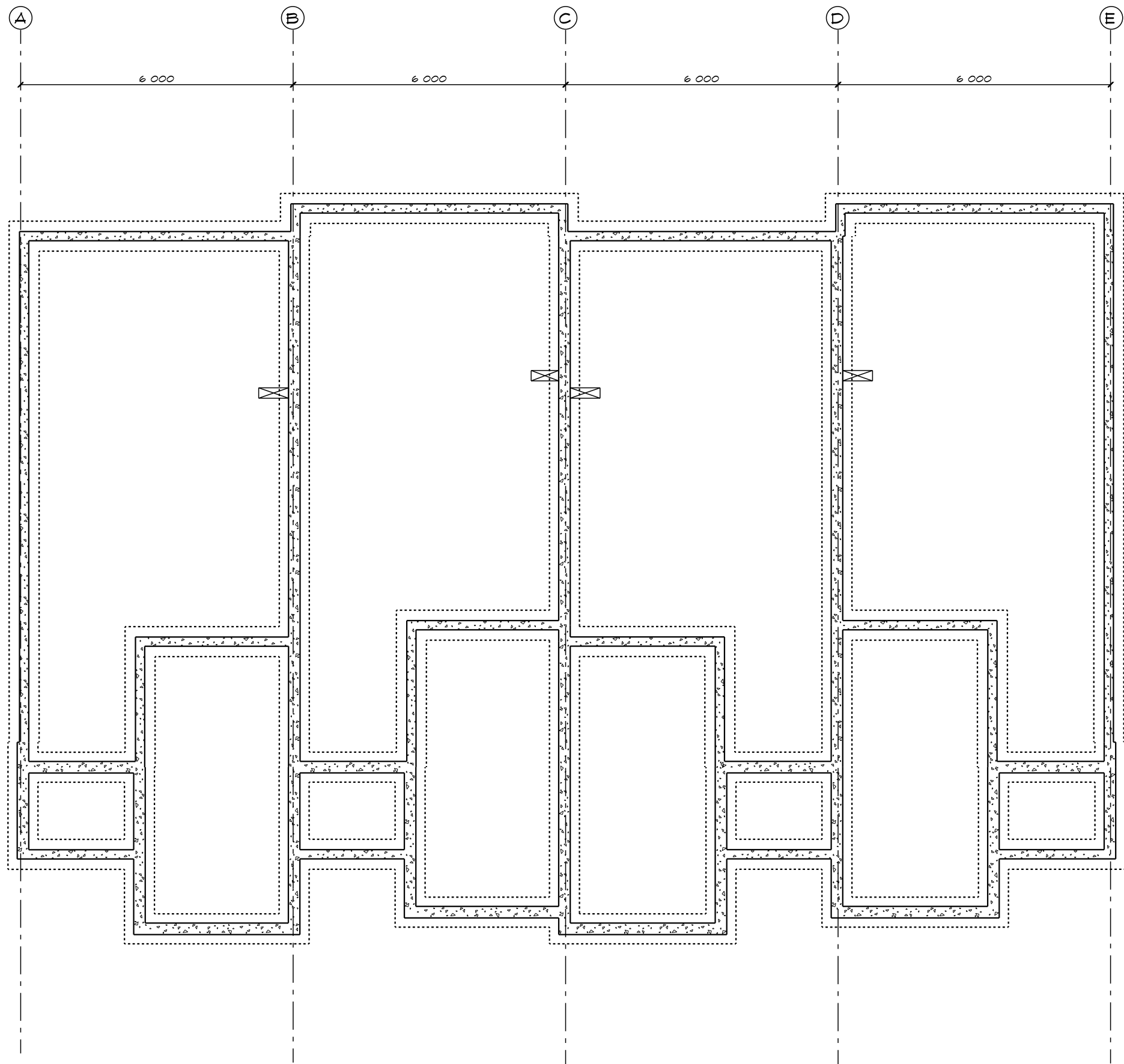
**Recorded Vote Requested By:**

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

Carried / Defeated

---

Michael Cameron, Mayor



FOUNDATION PLAN - BLOCK B



4688 FALLOWFIELD RD.,  
NEPEAN ONTARIO  
K2J 4S4  
TEL: 613.715.1887  
EMAIL: JASMIN.S.BRISSON@GMAIL.COM

3	ISSUED FOR CLIENT REVIEW	2022-06-13
2	ISSUED FOR CLIENT REVIEW	2022-06-16
1	ISSUED FOR CLIENT REVIEW	2022-06-08

NO.	REVISION	DATE
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CLIENT:  
MODERNA HOMES DESIGN  
ADDRESS:  
BLOCK B - 4 UNITS  
READ ST.  
MERRICKVILLE

TITLE:  
FOUNDATION PLAN

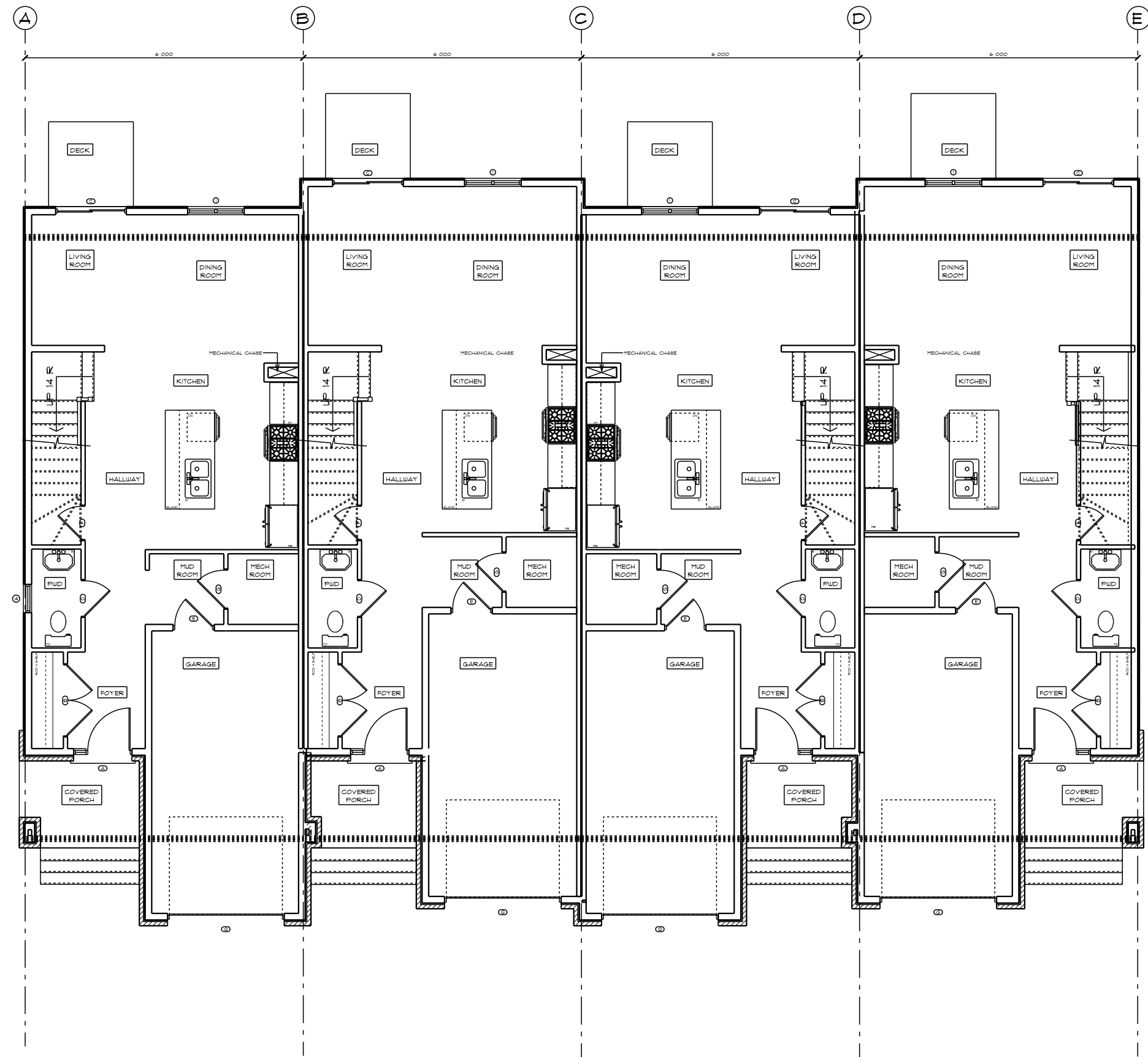
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PLAN NO. 2021-010	PAGE A-100
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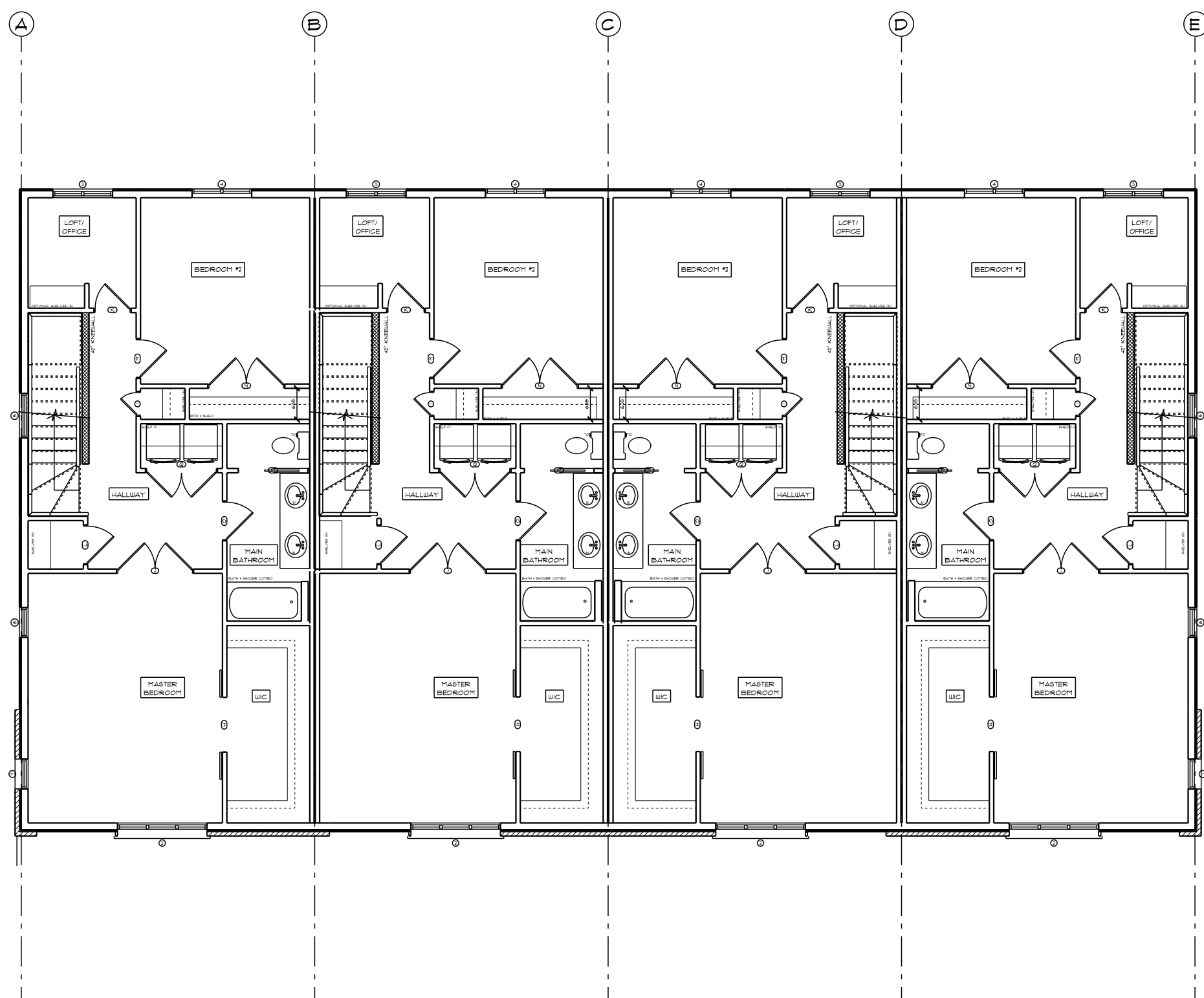
[illegible]D. REVISION DATE

SCALE: 1:100

PLAN NO.	PAGE
2021-010	A-110



## MAIN FLOOR PLAN - BLOCK B



SECOND FLOOR PLAN - BLOCK B



4688 FALLOWFIELD RD.,  
NEPEAN ONTARIO  
K2J 4S4  
TEL: 613.715.1887  
EMAIL: JASMIN.S.BRISSON@GMAIL.COM


3	ISSUED FOR CLIENT REVIEW	2022-06-13
2	ISSUED FOR CLIENT REVIEW	2022-06-16
1	ISSUED FOR CLIENT REVIEW	2022-06-08

NO.	REVISION	DATE
-----	----------	------

CLIENT:  
MODERNA HOMES DESIGN  
ADDRESS:  
BLOCK B - 4 UNITS  
READ ST.  
MERRICKVILLE

TITLE:  
SECOND FLOOR PLAN

SCALE: 1:100

PLAN NO. 2021-010	PAGE A-120
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4688 FALLOWFIELD RD.,  
NEPEAN ONTARIO  
K2J 4S4  
TEL: 613.715.1887  
EMAIL: JASMIN.S.BRISSON@GMAIL.COM


3	ISSUED FOR CLIENT REVIEW	2022-06-13
2	ISSUED FOR CLIENT REVIEW	2022-06-16
1	ISSUED FOR CLIENT REVIEW	2022-06-08

NO.	REVISION	DATE
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CLIENT:  
MODERNA HOMES DESIGN  
ADDRESS:  
BLOCK B - 4 UNITS  
READ ST.  
MERRICKVILLE

TITLE:  
FRONT ELEVATION

SCALE: 1:100

PLAN NO. 2021-010	PAGE A-200
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FRONT ELEVATION - BLOCK B



4688 FALLOWFIELD RD.,  
NEPEAN ONTARIO  
K2J 4S4  
TEL: 613.715.1887  
EMAIL: JASMIN.S.BRISSON@GMAIL.COM

3	ISSUED FOR CLIENT REVIEW	2022-06-13
2	ISSUED FOR CLIENT REVIEW	2022-06-16
1	ISSUED FOR CLIENT REVIEW	2022-06-08

NO. REVISION DATE

CLIENT:  
MODERNA HOMES DESIGN

ADDRESS:  
BLOCK B - 4 UNITS  
READ ST.  
MERRICKVILLE

TITLE:

SCALE: 1:100

PLAN NO. 2021-010	PAGE A-210
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REAR ELEVATION - BLOCK B



4688 FALLOWFIELD RD.,  
NEPEAN ONTARIO  
K2J 4S4  
TEL: 613.715.1887  
EMAIL: JASMIN.S.BRISSON@GMAIL.COM

3	ISSUED FOR CLIENT REVIEW	2022-06-13
2	ISSUED FOR CLIENT REVIEW	2022-06-16
1	ISSUED FOR CLIENT REVIEW	2022-06-08

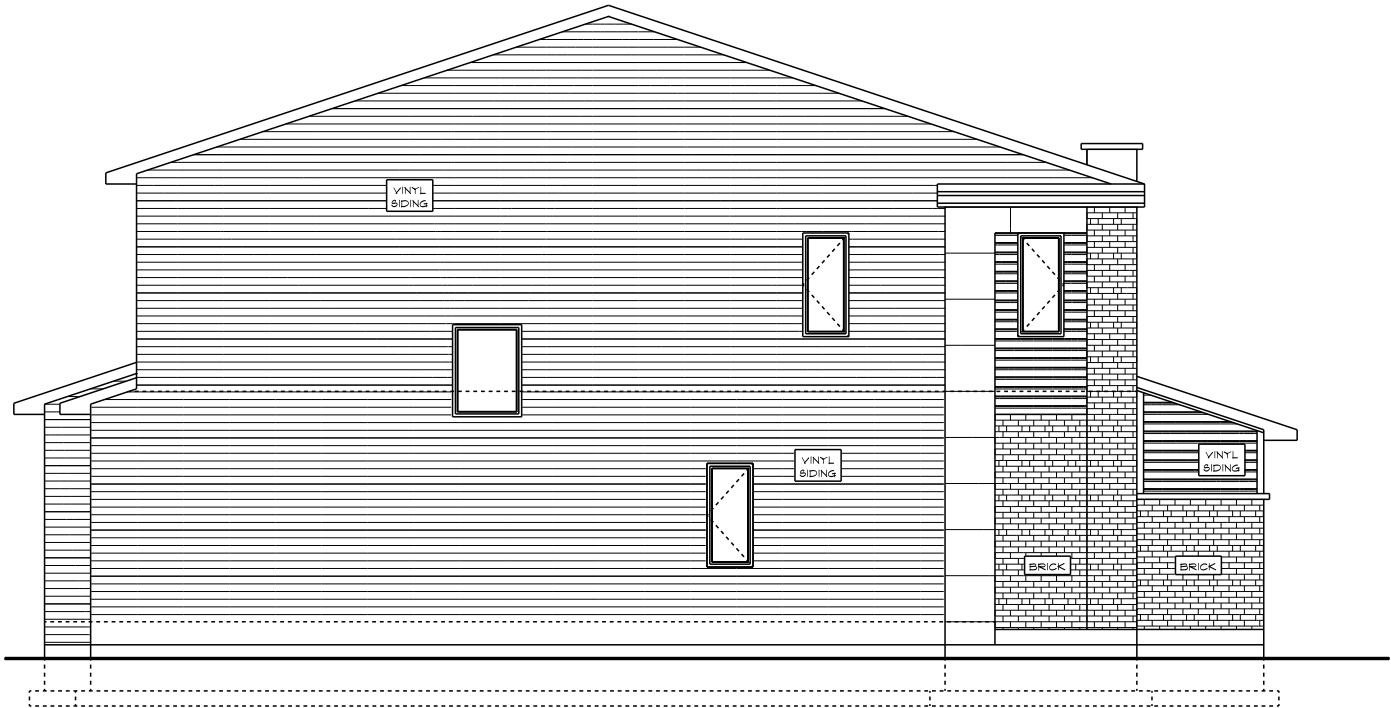
NO. REVISION DATE

CLIENT:  
MODERNA HOMES DESIGN  
ADDRESS:  
BLOCK B - 4 UNITS  
READ ST.  
MERRICKVILLE

TITLE:  
SIDE ELEVATIONS

SCALE: 1:100

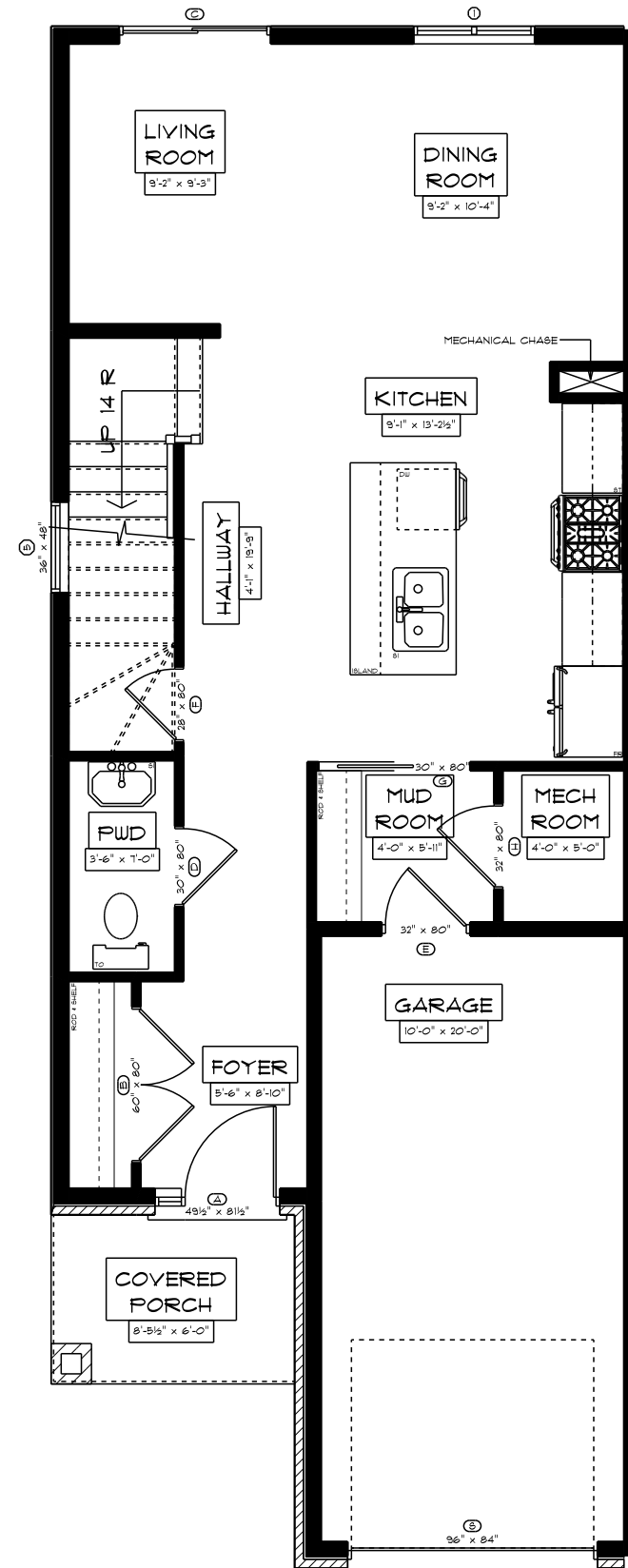
PLAN NO. 2021-010	PAGE A-220
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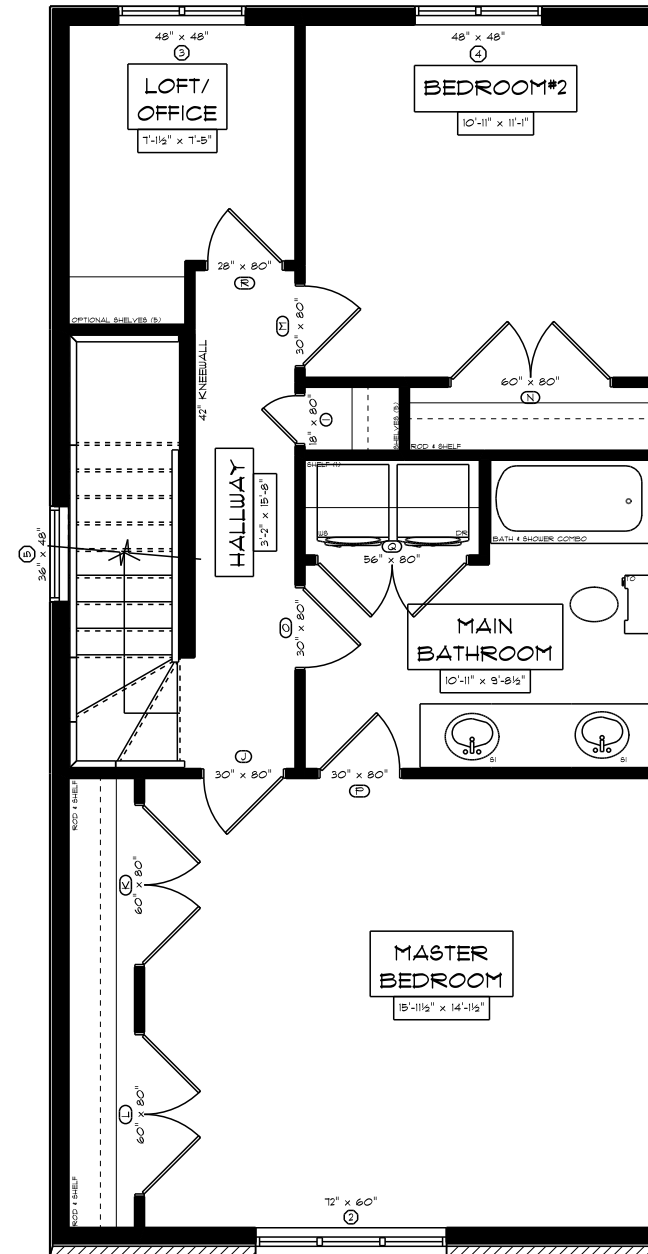
LEFT ELEVATION - BLOCK B



RIGHT ELEVATION - BLOCK B



MAIN FLOOR PLAN - BLOCK 1



SECOND FLOOR PLAN - BLOCK 1

NOT ISSUED FOR CONSTRUCTION



PARRAE  
DESIGN • BUILD

3	REVISION TO 14 UNITS (BK2)	2021-02-24
2	ISSUED FOR PRE-CONSULT	2021-02-14
1	ISSUED FOR PRESENTATION	2021-01-23
NO.	REVISION	DATE

NEW TOWNHOMES - MODEL

MERRICKVILLE

SCALE: NOT TO SCALE

PLAN NO.  
2021-010

PAGE  
A-110



PARRAE  
DESIGN • BUILD

4	ISSUED FOR REVIEW	2021-09-29
3	REVISION TO 14 UNITS (BK 2)	2021-02-24
2	ISSUED FOR PRE-CONSULT	2021-02-14
1	ISSUED FOR PRESENTATION	2021-01-23
NO.	REVISION	DATE

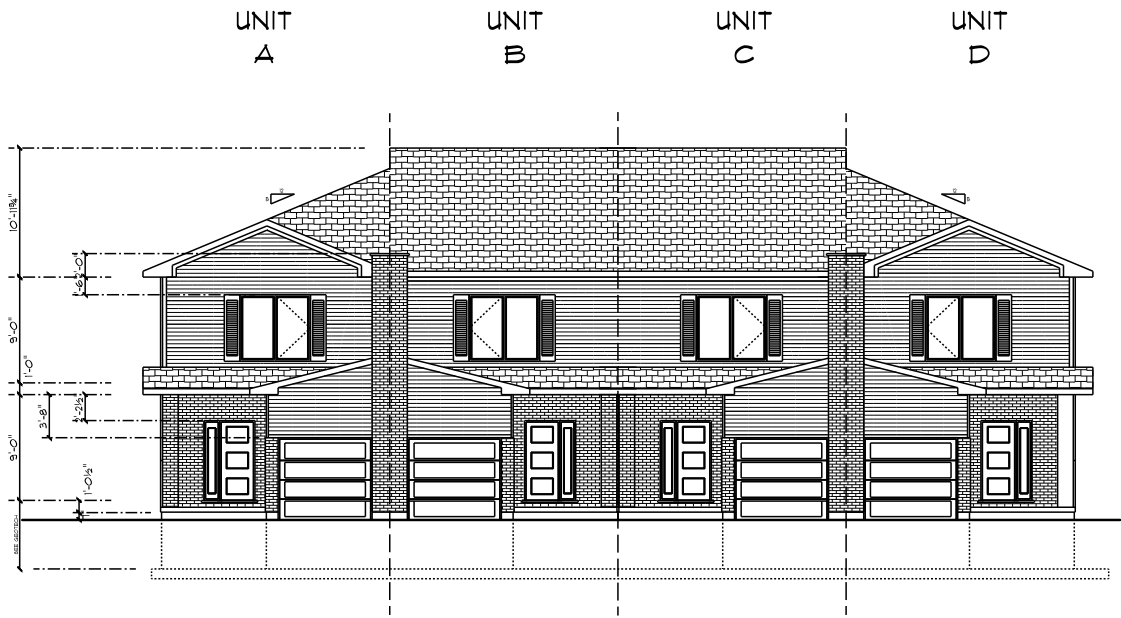
NEW TOWNHOMES - MODEL

MERRICKVILLE

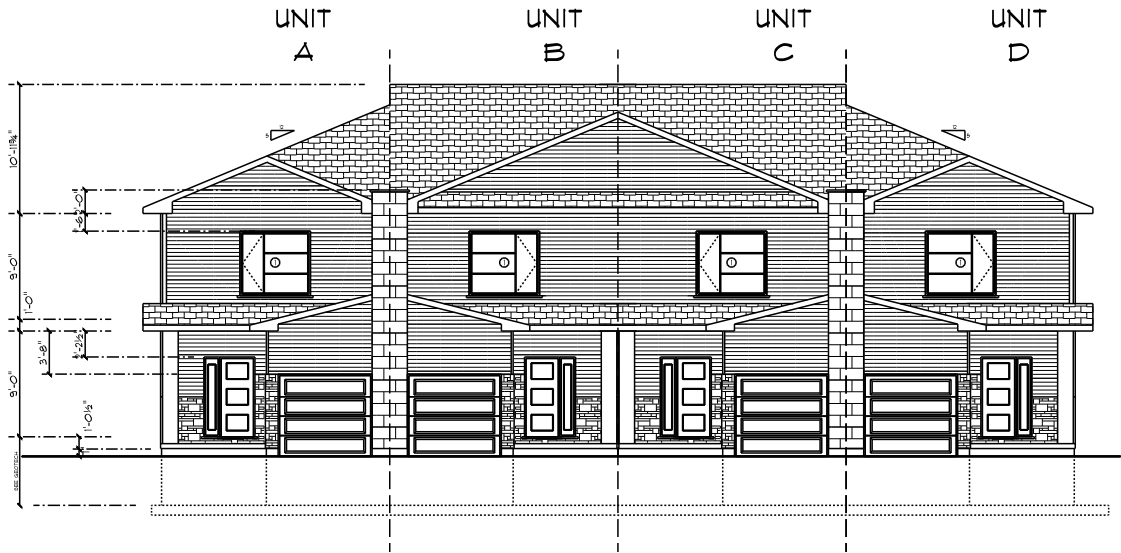
SCALE: NOT TO SCALE

PLAN NO.  
2021-010

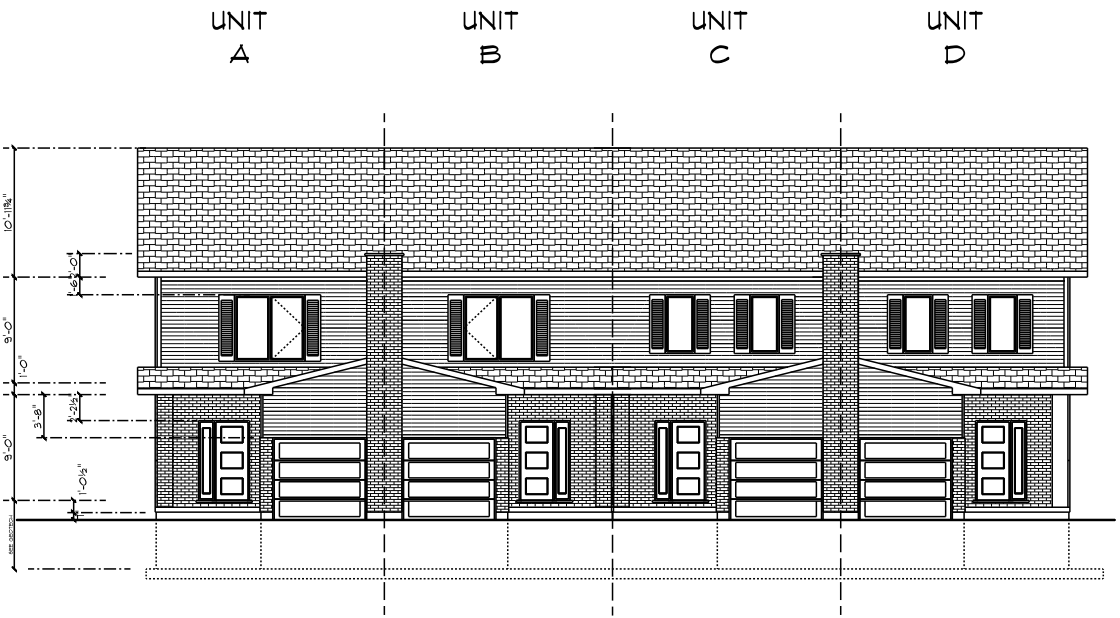
PAGE  
A-200



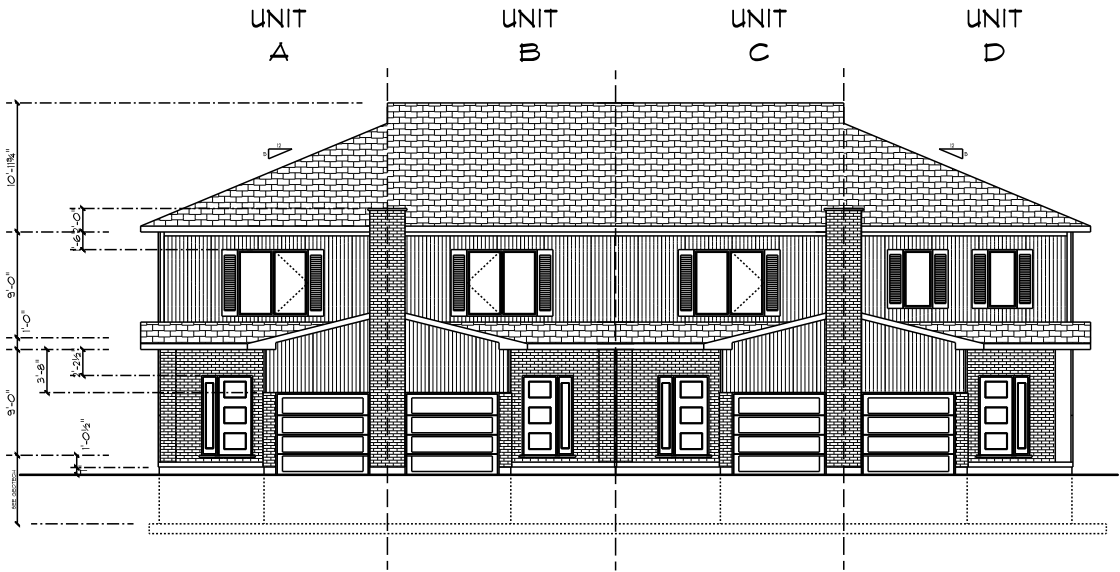
FRONT ELEVATION - HERITAGE LOOK #1



FRONT ELEVATION - MODERN LOOK



FRONT ELEVATION - HERITAGE LOOK #2



FRONT ELEVATION - HERITAGE LOOK #3

NOT ISSUED FOR CONSTRUCTION

Resolution Number: R - - 23

Date: May 8, 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 receive the letter from Brian Whitehead of Jp2g Consultants, subject "Merrickville Grove Subdivision: 1503893 Ontario Inc. (Park View Homes) Part of Lots 9 and 10, Concession A, geographic Township of Wolford Village of Merrickville-Wolford, United Counties of Leeds and Grenville (UCLG)" and approves the recommendations therein regarding the Merrickville Grove Subdivision; and

**That** Council does hereby authorize and direct the Mayor and the CAO/Clerk to execute the subdivision agreement and the license agreement for the Merrickville Grove Subdivision, subject to such modifications as may be recommended by the Village Solicitor.

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

Jp2g No. 10-7059E

May 5, 2023

Village of Merrickville-Wolford  
317 Brock Street West  
P.O. Box 340  
Merrickville, ON K0G 1N0

Attn Doug Robertson, CAO/Clerk  
[cao@Merrickville-wolford.ca](mailto:cao@Merrickville-wolford.ca)

**Re Merrickville Grove Subdivision: 1503893 Ontario Inc. (Park View Homes)  
Part of Lots 9 and 10, Concession A, geographic Township of Wolford  
Village of Merrickville-Wolford, United Counties of Leeds and Grenville (UCLG)**

Dear Mr. Robertson,

We have prepared this letter and the enclosed information for the purpose of advancing the approvals for the Merrickville Grove Subdivision proposal in accordance with the Conditions of Draft Approval issued by the UCLG dated November 19, 2020. Enclosed is a copy of the following:

1. A draft Subdivision Agreement, prepared in fulfilment of the Conditions of Draft Approval for the Merrickville Grove Subdivision proposal.
2. A draft By-law to authorize the Mayor and CAO/Clerk/Economic Development Director to execute the subdivision agreement, subject to such modifications as may be recommended by the Village Solicitor.
3. Draft License Agreement in fulfilment of Condition 10 c. of the Conditions of Draft Approval in order to permit the encroachment of the existing dwelling on Block 17 onto the Wallace Street road allowance.
4. A draft By-law to authorize the Mayor and CAO/Clerk/Economic Development Director to execute the License Agreement.
5. Draft amendment to By-law 28-17 (Parking By-law) of the Village of Merrickville-Wolford in fulfilment of Condition 19. b. of the Conditions of Draft Approval in order to establish no parking zones on the west side of St. Lawrence Street (County Road 15) within 7 metres of the Wallace Street road allowance.

### **Subdivision Agreement**

The subdivision agreement is a legal document between the Village and the Owners (1503893 Ontario Inc. O/A Park View Homes) authorized under section 51(26) of the Planning Act, that will implement a majority of the Village's conditions of draft approval for the Merrickville Grove Subdivision. The conditions of draft approval required by the UCLG as well as the conditions of draft approval required by the Rideau Valley Conservation Authority (RVCA) are also implemented through the subdivision agreement between the Village and the Owners. The draft subdivision agreement substantially completed, but there are still some outstanding matters that are being reviewed with the solicitor for Park View Homes. The Village's solicitor is therefore recommending that Council's approval of the subdivision agreement be subject to such modifications as may be recommended by the Village Solicitor.



**Ottawa**  
1150 Morrison Dr., #410  
Ottawa, ON, K2H 8S9  
T: 613-828-7800  
[Ottawa@jp2g.com](mailto:Ottawa@jp2g.com)

**Pembroke**  
12 International Dr.  
Pembroke, ON, K8A 6W5  
T: 613-735-2507  
[Pembroke@jp2g.com](mailto:Pembroke@jp2g.com)

**Arnprior**  
16 Edwards St. S., #53B  
Arnprior, ON, K7S 3W4  
T: 613-828-7800  
[Arnprior@jp2g.com](mailto:Arnprior@jp2g.com)

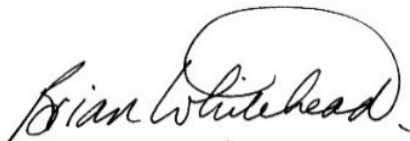
### Next Steps

1. The following matters will need to be addressed prior to the Village issuing a clearance letter to the UCLG on the conditions of draft approval for the subdivision:
  - a) Modifications to the subdivision agreement as may be recommended by the Village Solicitor;
  - b) Owner delivers signed copies of the subdivision agreement and encroachment agreement to the Village;
  - c) Deposit with the Village the security required by the agreement;
  - d) Deposit with the Village a certificate of insurance for the \$5M insurance coverage required by the agreement naming both the Village and the UCLG;
  - e) Any other items in Clause 2 of the subdivision agreement (e.g., payment of taxes; outstanding invoices; draft deed transfers (i.e., parkland); and copies of R-Plans & M-Plans;
  - f) Copies of all final WSP Plans; Stormwater Management Report and Servicing Report updated to address the comments from RVCA.
2. Once the final approval is granted and all pre-requisites have been complied with, the Village's lawyers will register the Plan of Subdivision, subdivision agreement and transfers. Until registration is complete no lands within the Plan may be transferred and no mortgages may be registered.
3. The following matters will need to be addressed prior to the issuance of any building permits within the Subdivision:
  - a) Registration of the subdivision;
  - b) By-law to lift the holding (h) symbol from the zoning on the Phase 1 lands (84 townhouse units);
  - c) Confirmation of required approvals from all applicable utilities and agencies;
  - d) Copies of the registered M-Plan (subdivision plan) and R-Plans (easements & land transfers);
  - e) Compliance with all the requirements for issuing a building permit as set out in the subdivision agreement.

Trusting this is satisfactory.

Yours truly,

**Jp2g Consultants Inc.**



Brian Whitehead, MA, MCIP, RPP  
Operations Manager, Pembroke Office  
Jp2g Consultants Inc.

cc      Tony Fleming, Village Solicitor, Cunningham et. al. LLP  
         Neil Caldwell, P.Eng. Village Engineer, Jp2g Consultants Inc.



Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 30-2023, being a by-law to authorize the execution of the Merrickville Grove Subdivision Agreement, be read a first and second time, and that By-law 30-2023 be read a third and final time and passed.

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

Carried / Defeated

---

Michael Cameron, Mayor

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

**BY-LAW 30-2023**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE MERRICKVILLE  
GROVE SUBDIVISION AGREEMENT**

The Council of the Corporation of the Village of Merrickville-Wolford (i.e the “Village”), under Section 17 (22) of the Planning Act, hereby enacts as follows:

1. That the Merrickville Grove Subdivision (07-T-19003) received draft approval from the United Counties of Leeds and Grenville on November 19, 2020 and contained conditions of draft approval that required the owner to enter into a subdivision agreement with the Village.
2. And Whereas the Village is authorized under Section 51(26) of the Planning Act to enter into an agreement that is imposed as a condition to the approval of a plan of subdivision and the agreement may be registered against the land to which it applies.
3. Now Therefore the Mayor and the CAO/Clerk/Economic Development Director are hereby authorized and directed to execute the subdivision agreement for the Merrickville Grove Subdivision, substantially as attached Schedule A to this By-law and subject to such modifications as may be recommended by the Village Solicitor.
4. This by-law shall come into force and take effect on the day of final passing thereof.

Read a first, second and third time and passed on the 8<sup>th</sup> day of May 2023.

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

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

**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made in **QUADRUPLICATE** on the \_\_\_\_ day of \_\_\_\_\_,  
2023

**BETWEEN:**

**15803893 ONTARIO INC, O/A PARK VIEW HOMES**

the **"OWNER"**

OF THE FIRST PART

- and -

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

the **"VILLAGE"**

OF THE SECOND PART

**WHEREAS** the Owner has received conditional approval from the United Counties of Leeds and Grenville on November 18, 2020, for a draft plan of subdivision referenced as 07-T-19003 for lands described in Schedule "A";

**AND WHEREAS** the conditional approval applied to the draft plan prepared by George Bracken, O.L.S., of Callon Dietz Incorporated, Ontario Land Surveyors, dated October 1, 2020 (File No. 20-0642, Plan No. X-2584), known as Merrickville-Grove, which shows a total of seventeen (17) blocks for residential townhouse development (Blocks 1-10, 12-15, 18-20) for a total of eighty-four (84) townhouse units including eight (8) bungalow units, one (1) block with an existing dwelling (Block 17), one (1) block for a residential apartment development (Block 11) for a total of fifteen (15) residential units, one (1) block for parkland (Block 16), one (1) block for stormwater management (Block 21) and six (6) blocks for public street road widening.

**AND WHEREAS** approval of the plan of subdivision has been given on the condition that the Owner enter into this agreement with the Village in accordance with section 51(26) of the *Planning Act*, RSO 1990, chapter P-13, as amended;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree with each other as follows:

**TERMS DEFINED**

1. In this agreement:
  - (a) **"Council"** shall mean the elected Council of the Village;
  - (b) **"Final Certificate of Approval of the Works"** means the certificate to be issued by the Municipal Engineer not sooner than one (1) year after the date of the Preliminary Certificate of Approval of the Works and after the Municipal Engineer has verified by a final inspection of the Works that they have been constructed and maintained by the Owner in accordance with this Agreement;
  - (c) **"Lands"** shall mean those lands of the Owner described in Schedule "A";

- (d) **"Maintain"** includes repair;
- (e) **"Municipal Engineer"** means the Manager of Operation of the Village or such other person acting in that capacity, or the consulting engineer appointed for that purpose by Council, and any authority granted to the Municipal Engineer by this agreement shall be exercised in accordance with generally accepted engineering principles and without undue delay;
- (f) **"Village Specifications"** shall mean the detailed description of construction, materials and workmanship of works to be carried out by the Owner as prescribed by the Village in accordance with the "Ontario Provincial Standards for Roads and Public Works" (OPS), as amended, in effect on the date of this agreement, or such other additional requirements which may be specified by the Village;
- (g) **"Owner"** includes an individual, a partnership, a corporation, an association, a joint venture, a co-tenant, a trustee, or any agent or contractor carrying out any works for the Owner, and all subsequent owners of all or part of the Lands and wherever the singular is used it shall be construed to include the plural;
- (h) **"Plan"** or **"Plan of Subdivision"** or **"Subdivision"** means the plan of subdivision approved by the United Counties of Leeds and Grenville for the Lands described in Schedule "A";
- (i) **"Preliminary Certificate of Approval of Underground Services"** means the certificate to be issued by the Municipal Engineer after the Underground Services have been constructed in accordance with this agreement and have been inspected by the Municipal Engineer and approved for use by the Village;
- (j) **"Preliminary Certificate of Approval of the Works"** means the certificate to be issued by the Municipal Engineer after all the Works have been constructed in accordance with this agreement and have been inspected by the Municipal Engineer and approved for use and assumption by the Village;
- (k) **"Road"** shall mean those public roads or any part or parts thereof, any day lighting triangles, temporary turning circles, and any areas of road widening shown or laid out on the Plan of Subdivision, and the use of "Street" or "Public Highway" shall be synonymous with "Road";
- (l) **"Underground Services"** means that portion of the Works consisting of the water, sanitary sewer and storm water management systems to be constructed by the Owner in accordance with this Agreement;
- (m) **"Village"** means the Village of Merrickville-Wolford;
- (n) **"Warranty Period"** means the period of time between the date of the Preliminary Certificate of Approval of the Works and the date of the Final Certificate of Approval of the Works, but in no event shall it be less than one (1) year; and
- (o) **"Works"** means the whole works, services, materials, matters and things required to be done or supplied by the Owner in accordance with this agreement except for the final grading of lots for which lot grading certificates will be supplied by applicants for building permits.

## **ORDER OF PROCEDURE**

2. **As a condition of this agreement and without which this agreement shall have no effect, the Owner shall:**

- (a) execute and deliver this agreement to the Village;
- (b) obtain a consent to registration of this agreement in a form satisfactory to the Village from the holder of any mortgage or other encumbrance of the Lands that will be outstanding on the date of registration of the Plan;
- (c) deposit with the Village the security and proof of insurance required by this agreement;
- (d) pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Lands;
- (e) pay in full all outstanding invoices issued by the Village with respect to the Plan;
- (f) pay to the Village the amount of cash to be given in lieu of parkland, or deposit with the Village the executed deeds for the parklands, whichever is applicable and prescribed by this agreement;
- (g) deliver to the Village an original copy and a 215.9 mm X 355.6 mm (8½" X 14") reduced copy of the final Plan forwarded to the United Counties of Leeds and Grenville for registration; and
- (h) deliver to the Village draft reference plans of survey illustrating all easements and 0.3 metre wide reserves not shown on the Plan, and all deeds and grants of easement executed in favour of the Village, or any other public authority required by this Agreement in a form satisfactory to the Village.

3. **Prior to starting construction of the Works in the Plan, the Owner shall:**

- (a) fulfill all of the conditions required by Clause 2 above unless otherwise approved in writing by the Municipal Engineer;
- (b) notify the Municipal Engineer in writing at least seventy-two hours (72) hours prior to the start of construction; and
- (c) provide written confirmation to the Village that the tree preservation plan set out in Schedule "I", if applicable, has been complied with.

4. **Prior to the issue of any permits for construction of buildings within the Plan, the Owner shall have:**

- (a) received final approval for the Plan from the United Counties of Leeds and Grenville or the Ontario Land Tribunal (OLT);
- (b) received the required approvals from all applicable utility companies and regulatory agencies;
- (c) registered the Plan and the reference plans of survey referred to in Clause 2(h) above;
- (d) delivered copies of the final plan of subdivision and any reference plans and engineering plans referred to in this Agreement in an electronic format acceptable to the Village; and
- (e) complied with all requirements for issuing a building permit as set out in this agreement.

### **ATTACHED SCHEDULES**

5. The following Schedules are attached to and form part of this agreement:
- |                       |  |
|-----------------------|--|
| <b>Schedule "A" -</b> | Description of Lands   |
| <b>Schedule "B" -</b> | Description and Cost of Works to be Constructed  |
| <b>Schedule "C" -</b> | Description of Phases of Development   |
| <b>Schedule "D" -</b> | Time Schedule for Construction of Works  |
| <b>Schedule "E" -</b> | List of Approved Plans for Works to be Constructed,<br>incorporated by reference into this Agreement |
| <b>Schedule "F" -</b> | Lot Grading and Drainage Plans   |
| <b>Schedule "G" -</b> | Lands to be conveyed for Parkland or Cash in Lieu  |
| <b>Schedule "H" -</b> | Grants of Easement and Other Public Lands  |
| <b>Schedule "I" -</b> | Parkland, Fencing, Landscaping and Tree Preservation<br>Requirements                                 |
| <b>Schedule "J" -</b> | Special Conditions   |
| <b>Schedule "K" -</b> | Notice to Subsequent Purchasers  |
6. Any plans referred to in any of the Schedules are incorporated by reference into this Agreement. The originals of all plans incorporated by reference in this Agreement are on file in the offices of the Village and, in the event of any conflict, the originals on file shall govern.

### **CONSTRUCTION OF WORKS**

#### **Scope of Work**

7. The Owner shall construct and maintain all of the Works described in Schedule "B" according to the plans and specifications in Schedules "E", "F" and "I" in a good and workmanlike manner, and to the satisfaction of the Municipal Engineer according to Village Specifications.
8. If, at any time during construction or maintenance of the Works, the Municipal Engineer determines that modifications to the Works are necessary to provide adequately any of the public services required by the Plan, the Owner shall construct such additional works to the satisfaction of the Municipal Engineer.

#### **Roads**

9. The Owner shall construct the granular base course of all roads according to the plans and specifications in Schedule "E" and Village Specifications and shall lay the first lift of asphalt as soon as possible in the first available paving season after the Preliminary Certificate of Approval of Underground Services has been issued.
10. The final lift of asphalt on all roads shall be completed when directed by the Municipal Engineer and, in no event, shall it occur until a video examination of the sanitary and storm sewer systems and any repairs to them have been completed in accordance with this agreement.

11. The Owner shall not cut any roads assumed by the Village without the prior written consent of the Municipal Engineer, and all roads shall be restored to the satisfaction of the Municipal Engineer as soon as possible after completion of the work.
12. All dead-ends and open sides of road allowances in the Subdivision shall be terminated in 0.3 metre reserves to be conveyed to the Village and held in trust by the Village until required for future road allowances or the development of adjacent lands.
13. Where work is performed on existing roads outside the Plan of Subdivision, they shall be reinstated to their original condition as determined by the Municipal Engineer.
14. If, in the opinion of the Municipal Engineer, it is necessary to change the grade of existing roads adjacent to or abutting the Subdivision because of the development of the Subdivision, the Owner shall grade to sub-grade and reconstruct the roads in the manner and within the time stipulated by the Municipal Engineer and according to Village Specifications.

#### **Sanitary Sewers**

15. The Owner shall construct the sanitary sewer system to service the lands in the Subdivision according to the plans and specifications set out in Schedule "E" and Village Specifications and shall maintain the system until the Final Certificate of Approval of the Works has been issued.

#### **Stormwater Management System**

16. The Owner shall construct the stormwater management system to service the land in the Subdivision and adjacent road allowances according to the plans and specifications set out in Schedules "E" and "F" and Village Specifications and shall maintain the system until the Final Certificate of Approval of the Works has been issued.

#### **Watermains**

17. The Owner shall construct the watermain system to service the lands in the Subdivision according to the plans and specifications set out in Schedule "E" and Village Specifications and shall maintain the system until the Final Certificate of Approval of the Works has been issued.
18. The Village, or its agents shall have the sole right to open or close valves for the watermains and no other person shall molest or interfere with them in any manner.
19. Hydrants may not be used by the Owner, contractors or builders for water needed during construction without the prior written approval of the Village and for which a fee may be payable as determined by the Village.

#### **Service Connections**

20. All lateral water and sewer connections from the water and sewer mains to the lot lines

shall be installed according to the plans and specifications set out in Schedule "E" and Village Specifications. Any connections which involve the tunnelling or cutting of the travelled or graded portion of any road or through any drainage ditch shall be made in a manner that the road or ditch can be restored to the same condition as before.

#### **Water Meters**

21. Meters for single family units shall be supplied by the Village and installed by the Owner. For all other installations, meters shall be of a type approved by the Village and shall be supplied and installed by the Owner.

#### **Sidewalks**

22. The Owner shall construct sidewalks and pedestrian pathways according to the plans and specifications set out in Schedule "E" and Village Specifications.

#### **Curbs and Gutters**

23. The Owner shall construct curbs according to the plans and specifications set out in Schedule "E" and Village Specifications.

#### **Fences**

24. The Owner shall install fences in accordance with the plans and specifications set-out in Schedule "I" and Village Specifications, if applicable.

#### **Grading, Landscaping and Parkland Development**

25. Upon substantial completion of any sidewalks, curbs and roads, the Owner shall lay sod of good quality in accordance with Village Specifications, if any, on all boulevards and other untravelled parts of the public highway as soon as possible during the first available planting season or such later date as may be authorized by the Municipal Engineer and shall maintain the sod and replace any which does not survive until the Final Certificate of Approval of the Works has been issued.
26. The Owner shall rough grade to the satisfaction of the Municipal Engineer any lots or blocks for which a building permit has not been issued on the date the Preliminary Certificate of Approval of the Works is issued.
27. Any additional landscaping and parkland development shall be carried out, if applicable, in accordance with the plans and specifications set-out in Schedule "I" and Village Specifications.

#### **Warning Signs**

28. Prior to construction of the Works, signs satisfactory to the Municipal Engineer having dimensions of 1 metre by 0.6 metres (2 feet by 3 feet) shall be provided and erected by the Owner at each entrance to the Subdivision which shall read as follows:

**"Road Not Assumed by Village - Use at Your Own Risk"**



or such other wording as may be approved by the Village's solicitor. These signs shall be removed after the Preliminary Certificate of Approval of the Works has been issued.

### **Street Signs and House Numbers**

29. The names of all streets within the Plan shall be as shown on the registered Plan of Subdivision.
30. The Owner shall, within fourteen (14) days from completion of the granular base course of a road, install to the satisfaction of the Municipal Engineer all street and traffic signs for the road of a size and shape satisfactory to the Village.
31. The Chief Building Official shall allocate all house numbers for use within the Plan of Subdivision. To obtain house numbers, the Owner shall furnish the Chief Building Official with a copy of the registered Plan upon which the Chief Building Official shall designate the proper house number or numbers for each lot. The Owner shall advise each purchaser of a subdivision lot of its correct house number.

### **Street Lighting**

32. The Owner shall install street lighting according to the plans and specifications set out in Schedule "E", Village Specifications, and the requirements and standards of the authority providing electric power. The Village shall arrange for Hydro One to energize the system upon being notified by the Owner that the system has been installed. The Village shall maintain the lights at the Owner's expense, except for the energy costs that shall be paid by the Village, until the Final Certificate of Approval of the Works has been issued. In addition to the requirements specified in Schedule "E", the Owner agrees to also install street lighting at the intersections of Wallace Street and St. Lawrence Street (County Road 15) and Alice Street and St. Lawrence Street (County Road 15) just within the Village road allowance limits. The design, location and installation, including timing, shall be under the guidance, requirements and to the satisfaction of the United Counties of Leeds and Grenville and the Village, both of which may consult with the authority providing electric power. The Owner shall not commence installation of street lighting until all necessary approvals have been received in writing from the United Counties of Leeds and Grenville and the Village. All peer review costs for review of the design, installation and maintenance (until assumption by the Village) shall be borne by the Owner.

### **Public Utilities**

33. All utility lines shall be installed underground unless otherwise specified.

### **PHASING OF DEVELOPMENT**

34. The Owner shall develop the Subdivision in phases as set out in Schedule "C".
35. For the purpose of this agreement, each phase including construction of the Works in it

shall be deemed to be a separate plan of subdivision, and this agreement shall apply with necessary changes as if each phase is being developed under a separate agreement with the Village.

36. Without limiting the generality of the foregoing, the Owner shall, before proceeding with construction of the Works in a phase unless otherwise approved in writing by the Municipal Engineer:
- (a) obtain a release of the holding symbol "H" from the zoning of the lands in the phase, if applicable;
  - (b) deposit security prescribed by this agreement in an amount equal to the cost of the Works in the phase as estimated by the Municipal Engineer immediately prior to the start of construction;
  - (c) obtain the prior written consent of the Village; and
  - (d) comply with all other requirements of this agreement as they relate to the land in the phase and any phase previously constructed.

#### **UTILITY APPROVALS AND COSTS**

37. Prior to registration of the Plan, the Owner shall submit to Hydro One, Bell Canada and any other applicable utility company all plans required for their approval; shall obtain the approval of all applicable provincial and federal regulatory authorities; and shall indemnify the Village against all related fees and other charges.

#### **DRILLING AND BLASTING**

38. Prior to any blasting for the installation of the works, the Owner shall notify the Municipal Engineer in writing at least twenty-four (24) hours before the start of blasting and shall provide a certificate of insurance with the Village as an additional insured and satisfactory to the Village for damage and liability resulting from the blasting. All blasting operations shall be conducted in accordance with OPSS 120, as amended, including but not limited to: notifications, designs, monitoring, warnings, pre-blast surveys and post-blast reporting.
39. A minimum of 15 business days prior to any blasting, the Owner shall provide written notice to all utility owners, property owners and tenants of improved property within 250m of the right-of-way in the vicinity of the blasting activity. The notice shall include a blasting schedule, information about the audible blast warning system and contact information for any questions about the blasting proposed. If any blasting is to be carried out within 30m of existing infrastructure, the Owner shall give additional written notice of the period of blasting to the owner of the infrastructure a minimum of 72 hours prior to any blasting.
40. All drilling shall be wet drilling.

### **USE AND MAINTENANCE OF ROADS**

41. The Owner shall construct such access roads to the Subdivision as may be required by the Municipal Engineer. The Owner shall also maintain and repair these roads and all other roads within or adjoining the Subdivision to the satisfaction of the Municipal Engineer. For greater certainty, such maintenance and repair shall include the placing of dust palliatives, the control of erosion and sedimentation runoff, and the removal of mud and other materials carried out onto paved streets, and the repair of any damage caused. If the roads are not maintained to the Village's satisfaction, the Village may take the necessary action to rectify the problem at the Owner's expense. The Owner shall not permit use by construction vehicles of any streets assumed by the Village adjacent to the Subdivision if alternate routes are available.
42. The Owner shall not restrict and shall ensure that no person working in the Subdivision restricts the normal flow of traffic in or outside the Subdivision without the prior written consent of the Village.

### **REPAIR AND RELOCATION OF EXISTING SERVICES**

43. The Owner shall repair any damage caused by the Owner to any existing road, structure, services or works owned or operated by the Village and shall pay for all costs related to the relocation of any existing utilities or services in or outside the Subdivision as may be necessary to accommodate the Subdivision. The Owner further agrees that during site work and construction, they shall complete the following to the satisfaction of the United Counties of Leeds and Grenville:
  - (a) apply for, obtain and comply with a road occupancy/entrance permit from the United Counties of Leeds and Grenville;
  - (b) provide financial security in the amount of \$19,000 to the Village to hold in trust for the United Counties of Leeds and Grenville;
  - (c) sweep and clean daily, as needed, the County Road to remove any dirt, mud, granular or other materials deposited on the roadway by the Owner.
  - (d) At its sole expense, obtain and maintain, until assumption of the municipal roadways, insurance in relation to this subdivision development on an occurrence basis with a limit of not less than Five Million Dollars (\$5,000,000) with coverage for bodily injury including death and property damage. The policy shall name the United Counties of Leeds and Grenville as an additional insured, shall contain a cross-liability clause, shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the United Counties of Leeds and Grenville and shall be to the satisfaction of the Counties. The Owner agrees to provide the United Counties of Leeds and Grenville with a Certificate of Insurance prior to execution of this agreement.
  - (e) Replace any damage to the United Counties of Leeds and Grenville infrastructure during construction (with replacement limits established by the Counties) to equal or better condition at the sole discretion and satisfaction of the Counties.

- (f) Be responsible for all costs incurred by the United Counties of Leeds and Grenville for peer review, engineering and legal services including for compliance enforcement associated with this agreement.

### **DRAINAGE**

44. The drainage of surface water on the lots and blocks in the Plan is the sole responsibility of the Owner and all subsequent purchasers, who shall provide and maintain adequate drainage of surface water and shall comply with the Lot Grading and Drainage Plans as set out in Schedule "F".
45. The Lot Grading and Drainage Plans may be amended from time to time on conditions approved by the Municipal Engineer, such amendments not to take effect until executed by the Owner and Village and registered against title to the lands affected.
46. The Owner shall construct all Works in accordance with the Lot Grading and Drainage Plans and specifications set-out in Schedule "F", and Village Specifications, and the Owner shall maintain sufficient interim drainage and outlets to provide adequate drainage including the installation and removal of culverts when required by the Municipal Engineer, until the Final Certificate of Approval of the Works has been issued.
47. The Owner agrees that if the drainage works result in drainage or a change of drainage through private third party lands, all work shall be carried out with the approval of and to the satisfaction of the private owners affected and the Municipal Engineer. Any easements acquired by the Owner over third party lands for that purpose shall be conveyed to the Village.
48. The Owner shall not interfere with any existing drain or water course except in accordance with the Lot Grading and Drainage Plans or with the prior written permission of the Municipal Engineer, but any interference shall not relieve the Owner of responsibility for any damage caused by the interference and the Owner shall indemnify the Village against any claims against the Village relating to the damage.
49. All contracts of sale by the Owner of any lot within the Subdivision shall contain the following provision, which shall be incorporated in all deeds from the Owner so that it shall be a covenant running with the land for the benefit of the remaining land in the Subdivision:

“The Transferees, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree that they will not alter the slope of the lands described herein nor interfere with any drains established on the lands, except in accordance with the approved Lot Grading and Drainage Plans, without the written consent of the Village and further that the Transferee will maintain any such alterations approved by the

Village. This covenant is for the benefit of all other lands in the Subdivision and shall run with the title to these lands.”

### **CONSTRUCTION REFUSE AND FILL**

50. The Owner shall promptly dispose of all construction refuse and debris within the Subdivision according to the waste disposal and recycling by-laws of the Village in effect from time to time. If refuse is not removed within forty-eight (48) hours notice from the Village, the Village may remove the refuse and debris at the expense of the Owner.
51. The Owner shall neither deposit nor permit to be deposited surplus fill on public lands within the Subdivision. Furthermore, the Owner shall neither remove nor permit to be removed, any fill, topsoil, trees or shrubs from public lands, other than roads, without the written consent of the Municipal Engineer.

### **COMMENCEMENT, PROGRESS AND COMPLETION OF WORK**

52. The Owner shall not start construction of the Works until the Municipal Engineer has received at least seventy-two (72) hours prior written notice of the intention to commence work and should for any reason there be a cessation or interruption of work, the Owner shall not resume work until at least forty-eight (48) hours written notice of the intention to resume is again given to the Municipal Engineer.
53. The construction of the Works shall be carried out with reasonable speed, and, in any event, the Owner undertakes to complete the Works in time sufficient to:
  - (a) obtain the Preliminary Certificate of Approval of the Underground Services within one (1) year from the date of registration of the Plan; and
  - (b) obtain the Preliminary Certificate of Approval of the Works within two (2) years from the date of registration of the Plan;or by such later dates as the Owner and Village may mutually agree upon.
54. Notwithstanding the foregoing, the Owner agrees to carry out construction of the Works according to the detailed time schedule of works set out in Schedule "D", and if there is any conflict between the requirements set out above and Schedule "D", the provisions of Schedule "D" shall prevail.
55. A request for an extension of time or an amendment to the phasing sequence may be made and shall be submitted in writing to the Municipal Engineer no less than fourteen (14) days prior to the date of compliance stating the reasons why compliance is not possible and shall state when the requirements and obligations will be completed. The Municipal Engineer may approve, amend or reject the request for such extension or amendment on such terms as it considers reasonable.
56. The Owner shall request a Preliminary Certificate of Approval of Underground Services

after construction of all Underground Services is complete. The application for Preliminary Certificate of Approval of the Underground Services shall include the following:

- (a) an Inspection Summary Report containing, at a minimum, the following information:
  - (i) Consultant and Contractor information;
  - (ii) water main testing certificates;
  - (iii) sewer and manhole testing certificates;
  - (iv) lots servicing detail sheets;
  - (v) construction progress reports;
  - (vi) construction photos;
  - (vii) shop drawings;
  - (viii) list of manufacturers and materials used during construction; and
  - (ix) such other information as required by the Municipal Engineer;
- (b) a complete set of "as constructed" drawings of all Underground Services, to the satisfaction of the Village; and
- (c) a geo-referenced constructed asset plan or data file(s) with the location of all new or modified infrastructure, to the satisfaction of the Village.

The Village shall not issue a Preliminary Certificate of Approval for Underground Services until all of the requirements of this section have been met, to the satisfaction of the Village.

- 57. The Owner acknowledges and agrees that the Village shall not provide any locate services until such time as the Preliminary Certificate of Approval for Underground Services has been issued. The Owner further acknowledges and agrees that all costs related to providing utility locates within the Plan prior to issuance of the Preliminary Certificate of Approval of Works incurred by the Village shall be borne by the Owner. The Village will provide locate service in accordance with Ontario One Call procedures only after the Preliminary Certificate of Underground Services has been issued by the Village.
- 58. If, in the opinion of the Municipal Engineer, the Owner is not prosecuting or causing to be prosecuted the work required by this agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the work so that the conditions of this agreement are being violated or carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform work as may be rejected by the Municipal Engineer as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required by this agreement, or should the Owner make, in the opinion of the Municipal Engineer, default in any manner in the performance of any of the terms of this agreement, then the Municipal Engineer shall, unless prevented by urgent circumstances, notify the Owner in writing of the default, failure, delay or neglect, and if such notification is without effect for seven (7) clear days after the notice, then the Municipal Engineer shall have full authority and power to immediately purchase any materials and to employ any tools, machinery and workmen as in his opinion shall be required for the proper completion of the work at the cost and

expense of the Owner together with a management fee of twenty per cent (20%) of the labour and material value.

59. Any entry upon the Lands by the Village or its agents prior to the date of the Preliminary Certificate of Approval of the Works shall be as agent for the Owner and shall not be construed for any purpose whatsoever as an acceptance or assumption of the Works by the Village.

### **INSPECTION AND TESTING OF WORKS**

60. Prior to the approval of a final lot grading certificate for a lot or block in the Plan of Subdivision, the Municipal Engineer may enter onto the lot or block and inspect the Works and the lot grading of the lot or block at such times and with such duration and frequency as the Municipal Engineer considers advisable to ensure that the Works and the lot grading are being constructed and maintained in accordance with this agreement. If during inspections or testing the Municipal Engineer perceives that construction or maintenance, whether by method or otherwise, constitutes a potential danger to life or property, or construction maintenance does not conform to acceptable practice in order to meet Village Specifications, the Municipal Engineer shall have the authority to order stop work by verbal notice to the contractor and/or the Owner's consulting engineer, such notice to be confirmed in writing as soon as possible thereafter, and to order such remedial action as the Municipal Engineer considers advisable. Neither the Village nor the Municipal Engineer shall be liable for any damages resulting from a stop work order. The Owner shall deliver a copy of this clause to each, and every contractor engaged in construction of the Works.
61. Any work not examined to the satisfaction of the Municipal Engineer prior to backfilling shall be excavated at the Owner's cost.
62. The Owner agrees to provide an asset management report annually, to be submitted to the Village no later than January 31 of each year. The asset management report shall be prepared by a qualified Professional Engineer and shall be to the satisfaction of the Municipal Engineer.

### **EMERGENCY REPAIRS**

63. Employees or agents of the Village may enter the Subdivision at any time or from time to time prior to the date of the Preliminary Certificate of Approval of the Works for the purpose of making emergency repairs to any of the Works, and such entry and repair shall not be deemed an acceptance of the Works by the Village or an assumption by the Village of any liability in connection therewith or a release of the Owner from any obligations under this agreement. The Owner shall pay all costs for emergency repairs.

### **USE OF WORKS BY VILLAGE**

64. The Works may be used by the Village or any other authorized persons prior to the date of the Preliminary Certificate of Approval of the Works for the purposes for which the Works were designed. Such use shall not be deemed an acceptance of the Works by the Village and shall not in any way relieve the Owner of its obligations with respect to the construction and maintenance of the Works, but the Owner shall not be liable for any negligent conduct of the Village, its servants, agents or employees.
65. The Owner further acknowledges that the Village may inadvertently damage or interfere with the Works in the course of using them, and the Owner hereby waives all claims against the Village that it might have arising from normal and reasonable use, interference or damage.

#### **WINTER ROAD MAINTENANCE**

66. Prior to the date of the Preliminary Certificate of Approval of the Works, the Owner shall be responsible for all winter road maintenance within the Plan, but after the first lift of asphalt has been applied to the satisfaction of the Municipal Engineer, the Village will remove snow from roads within the Subdivision in conjunction with normal snow removal operations elsewhere in the Village.
67. The removal of snow from roads within the Subdivision prior to the date of the Preliminary Certificate of Approval of the Works shall not be construed for any purpose whatsoever as an acceptance or assumption of the Works or roads by the Village.

#### **ASSUMPTION OF WORKS**

68. Ownership of the Works shall vest in the Village upon the Preliminary Certificate of Approval of the Works being issued and, subject to the Owner's continuing obligations to maintain the Works in accordance with this agreement, the Owner shall have no further claims or rights to the Works. The Owner shall apply for approval of the Preliminary Certificate of Approval of the Works upon completion of the Works and the video examination of the sewers requires in section 71 below. The Village may issue the Preliminary Certificate of Approval of the Works once the Municipal Engineer is satisfied in his or her sole discretion that the Works are acceptable for assumption.
69. The transfer of ownership of the Works approved by any Environmental Compliance Approval shall be carried out by the Owner at the expense of the Owner and in accordance with issued Environmental Compliance Approval(s).

#### **WARRANTY OF WORKS**

70. The Owner shall maintain the Works in the Plan other than hydro, telephone and other utility company facilities until the Final Certificate of Approval of the Works has been



issued.

### **CLOSED CIRCUIT TELEVISION EXAMINATION OF SEWERS**

71. A video examination throughout the entire length of the sanitary and storm sewers shall be carried out at the expense of the Owner no sooner than 6 months prior to the of the final lift of asphalt, and at least 10 months after the installation of roads and services. A fixed camera shall be used for pipelines less than 175 mm in diameter. For pipelines equal to or greater than 175 mm, a camera panning, and swivel head shall be used. Prior to any video examination, the Owner shall remove all heavy silts, clays, sludges, and other foreign material that may have become lodged within the sewers. The video survey shall be unedited and provided in DVD colour format. A written report shall accompany the video report and be comprised of the following components:
- (a) Size of pipe;
  - (b) Type of pipe;
  - (c) Length of pipe;
  - (d) Village's manhole numbering system and where possible, a corresponding house number;
  - (e) Run length to be from manhole to next manhole;
  - (f) Condition of the manhole;
  - (g) Picture of all problem areas with meterage;
  - (h) A key map indicating manhole numbers; and
  - (i) Location of all services.
72. Upon receipt of the video and written report, the Municipal Engineer will determine the extent of repairs, if any, required of the Owner in order to bring the sewers up to Village Specifications. Repairs required to be carried out by the Owner shall be done under the supervision of the Municipal Engineer and a further video examination may be required by the Municipal Engineer.

### **FINAL ACCEPTANCE OF WORKS**

73. After one (1) year from the date of the Preliminary Certificate of Approval of the Works, the Owner may apply to the Village for a Final Certificate of Approval of the Works. The application shall include "as constructed" engineering drawings, duly stamped by the Owner's engineer produced at the original scale on reproducible material such as "Mylar" or "chronoflex" together with reproducible reductions measuring 8½" X 14" and an AutoCAD reproducible diskette suitable to the Village and be accompanied by a written request that the Municipal Engineer conduct a final inspection. The application shall also include a final asset management report, to the satisfaction of the Municipal Engineer.
74. Upon receipt of the Owner's request, the Municipal Engineer shall again inspect the Works and, if satisfied, shall report to Council that the Works have been maintained satisfactorily and shall recommend that the Final Certificate of Approval of the Works be issued.

### **REPLACEMENT OF SURVEY BARS**

75. Immediately prior to issuance of the Final Certificate of Approval of the Works, the Owner shall supply an up-to-date certificate from a qualified Ontario Land Surveyor stating that all survey monumentation for corners, bends, and beginnings and ends of curves for streets, easements to the Village, parklands and other public lands shown on the Plan of Subdivision or any reference plan had been found and was in place on the date of the surveyor's certificate.

### **ENGINEERING SERVICES**

76. The Owner shall employ an engineer licensed and in good standing with the Professional Engineers of Ontario to supervise all engineering functions including but not limited to:
- (a) the preparation of calculations, contours, designs, plans and specifications;
  - (b) the preparation and furnishing of all required drawings;
  - (c) the preparation of the necessary contracts;
  - (d) the obtaining of all required federal, provincial and Village approvals;
  - (e) the provision of the field layout, contract administration and construction supervision;
  - (f) the maintenance of all records of construction and upon completion to advise the Municipal Engineer of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipal Engineer;
  - (g) acting as the Owner's representative in all matters pertaining to the construction; and
  - (h) the co-ordinating and scheduling to comply with the timing provisions of this agreement and the requirements of the Municipal Engineer for the Works.
77. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Works as the Municipal Engineer may require. No contract shall be awarded, and no work shall commence or be continued without the prior written approval of the design and supervision of the work by the Municipal Engineer.
78. All inspections of the Works shall be performed by the Municipal Engineer whose determination of whether the Works have been constructed according to Village Specifications shall be final.

### **MATERIALS TESTING**

79. The Municipal Engineer may require any qualitative or quantitative tests of any materials which have been or are proposed to be used in the construction of the Works or may require soil tests to be carried out at the Owner's expense, but this shall not relieve the Owner of its responsibility to carry out any tests required by good engineering practice.

## **ZONING AND BUILDING RESTRICTIONS**

80. Nothing in this agreement shall relieve the Owner of any obligation to comply with all applicable zoning and building by-laws in effect from time to time.
81. All construction within the subdivision shall be carried out in accordance with any noise by-law of the Village that may be in effect from time to time.
82. The Owner agrees to display in a conspicuous place in all sales offices established for the sale of buildings or lands within the Subdivision all of the following plans:
- (a) A zoning map or schedule displaying current zoning for all land in and adjacent to the Subdivision.
  - (b) A print of the registered Plan of Subdivision with the following information clearly labelled on it:
    - (i) the permitted uses for all blocks on the plan;
    - (ii) the location of all proposed non-residential uses; and
    - (iii) the location of all proposed medium and high density residential uses.
  - (c) A print of the approved Lot Grading and Drainage Plans.
83. The Owner shall also ensure that the foregoing information concerning permitted and proposed uses is communicated to all prospective purchasers by:
- (a) posting signs of a size and type satisfactory to the Village on the lands in the Plan; and
  - (b) providing this information in writing to all prospective purchasers.

If a builder other than the Owner intends to construct and sell buildings on lots within the Plan, the Owner shall take such action as is necessary to ensure the foregoing requirements are met.

## **REQUIREMENTS FOR BUILDING PERMITS**

84. No building permit shall be issued for a lot or block within the Subdivision until:
- (a) the Preliminary Certificate of Approval of Underground Services has been issued;
  - (b) a "Builders Road" consisting of the grading, storm drainage and a gravel road base has been constructed to the satisfaction of the Municipal Engineer;
  - (c) any swale shown on the Lot Grading and Drainage Plans in Schedule "F" which, in the opinion of the Municipal Engineer should be constructed prior to the issue of a building permit, has been constructed;

- (d) a non-interest bearing refundable deposit of three thousand dollars (\$3,000) cash or other suitable security has been posted with the Village for each dwelling unit within the block for which a permit has been applied to ensure the following:
    - (i) the cost to repair any damage done to the Works by the applicant, its contractors, employees or workmen, including road cleaning;
    - (ii) the grading of all yards, the sodding of the front yard between the front wall of the house and the front lot line, and the seeding or sodding of all other yards;
    - (iii) the paving of the driveway as required by this agreement;
    - (iv) delivery to the Village of a lot grading certificate in the form prescribed by the Village and signed by a qualified Ontario Land Surveyor and/or engineer on which is indicated:
      - (1) the lot or block and plan number to which the certificate applies;
      - (2) the designed grades and elevations prescribed by the Lot Grading and Drainage Plans for the lot or block corners and the building line;
      - (3) the actual grades and elevations for the lot or block corners, the building corners and any other locations as noted on the Subdivision Lot Grading Plan;
      - (4) a statement that the lot grades and elevations shown are correct; and
      - (5) arrows showing the direction of overland drainage flow; sufficient for the Municipal Engineer to determine that the Lot Grading and Drainage Plans have been substantially complied with;
  - (e) all lot levies, development charges, water and sewer rates and other charges attributable to the lot or block have been paid in full; and
  - (f) all other normal requirements of the Village prescribed by the Ontario Building Code Act have been complied with.
85. If the Municipal Engineer rejects a lot grading certificate, the cost for any further review of it shall be deducted from the deposit.
86. If any repairs for damage to the Works, other than emergency repairs that shall be carried out immediately, are not carried out within seven (7) days of written notice to the permit applicant and registered owner of the land, the Village may without further notice, take such action as it deems necessary to carry out the repairs, complete the work or remedy any defective work, and the permit applicant and registered owner of the land shall be jointly and severally liable for all costs incurred by the Village, which the Village may deduct from the deposit in addition to any other remedies available to it, including adding such costs to the tax roll of the land and collecting them in like manner as Village taxes in accordance with section 446 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.
87. If any yards remain unseeded or ungraded, or if a lot grading certificate has not been

delivered, or if a driveway has not been paved eighteen (18) months from the date on which the building permit was issued, the Village may, on at least thirty (30) days prior written notice to the applicant and the registered owner of the lot or block take such action as it deems necessary to complete the work or remedy any defective work, and the applicant and registered owner of the land shall be jointly and severally liable for all costs incurred by the Village which the Village may, in addition to any other remedies available to it, deduct all or a portion of said costs from the deposit provided for in section 80(d) above. Notwithstanding any provision of this Agreement to the contrary, the Village shall release the deposit required by section 84(d) as follows:

- (a) Where the lot grading is completed to the satisfaction of the Municipal Engineer, the Village shall release \$1,500.00 of the total security held;
  - (b) Where the driveway is paved, and the lot grading is complete, both to the satisfaction of the Municipal Engineer, the Village shall release the remaining deposit.
88. The Owner acknowledges and agrees that any lot grading certificate submitted for approval between December 1 and April 1 may not be inspected by the Village due to unfavourable weather conditions and snow cover. The Village will use commercially reasonable efforts to complete lot grading inspections during the period from December 1 to April 1, where weather conditions permit.
89. The Owner agrees that a building permit may be withheld upon any failure to fulfil any of the foregoing requirements.

#### **SPECIAL CONDITIONS**

90. In addition to all other provisions of this agreement, the Owner shall also comply with those special conditions related to development of the Subdivision set out in Schedule "J" attached hereto.

#### **CONVEYANCE OF PARKLANDS OR CASH IN LIEU**

91. The Owner shall grant to the Village lands in fee simple free of liens and encumbrances for Village Park or other recreational purposes other than roads or shall make a cash payment in lieu thereof as provided by the Planning Act in accordance with Schedule "G". The executed deeds for the lands together with any reference plans of survey necessary to describe them with the registered number of the plans left blank for later completion, shall be delivered to and approved by the Village before the Village requests final approval of the Plan by the United Counties of Leeds and Grenville.

### **GRANTS OF EASEMENT AND OTHER PUBLIC LANDS**

92. The Owner shall obtain for and grant to the Village and any other required public authority or utility company, those lands, easements, and 0.3 metre wide reserves described in Schedule "H". The executed deeds for the lands and grants of easement together with any reference plans of survey necessary to describe them with the registered number of the plans left blank for later completion, shall be delivered to and approved by the Village before the Village requests final approval of the Plan by the United Counties of Leeds and Grenville.

### **RESTRICTION ON TRANSFERS**

93. The Owner shall not transfer title to any lots or blocks within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Village and any other applicable public authority and utility company, and related reference plans of survey have been registered.

### **OWNERS' LIABILITIES AND INDEMNITY**

94. The Owner shall indemnify the Village against all actions, causes of action, suits, claims, and demands whatsoever which may arise from the actions of the Owner and not caused by the negligent acts of the Village, its employees, servants and agents until the Preliminary Certificate of Approval of the Works has been issued, and thereafter for any reason arising from the Owner's maintenance of or failure to maintain the Works until the Final Certificate of Approval of the Works has been issued.

### **OWNER'S EXPENSE**

95. It is the intent of this Agreement that the Village shall not incur any expense for the development of the Subdivision and every obligation of the Owner under this agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.

### **VILLAGE'S LEGAL, PLANNING, ENGINEERING AND ADMINISTRATIVE COSTS**

96. The Owner agrees to pay the legal, engineering, landscape architectural, planning, and administrative costs incurred by the Village to process the Plan including but not limited to the preparation of this agreement and all plans and specifications, and the supervision and inspection of the Works and the Village shall provide copies of any invoices for such costs.

### **PAYMENT OF ACCOUNTS**

97. All invoices, costs and expenses received or incurred by the Village and payable by the Owner shall be paid within thirty (30) days of the Village's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this agreement and shall continue in default until payment plus all accrued interest is made in full.
98. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Village charges on overdue Village taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.

### **FINANCIAL REQUIREMENTS**

99. As a condition of this agreement and without which this agreement shall have no effect, the Owner shall deposit with the Treasurer of the Village as security for the performance of the Owner's obligations under this agreement, an irrevocable security issued by a Canadian chartered bank, or any other similar form of security issued by a financial institution acceptable to the Village in a form approved by the Village and the amount set out in Schedule "B".

### **RELEASE OF SECURITIES**

100. The Owner may, when not in default, apply to the Village as construction of the Works proceeds, for releases of its security at regular intervals, and each application shall include an up-to-date estimate of the cost to complete the Works verified by the Owner's engineer and the Municipal Engineer.
101. Upon receipt of an application, the Village may authorize the release of such portion of the security as the Village may, in all of the circumstances consider reasonable, but without limiting its generality, the following rules shall apply:
  1. The amount of the security retained by the Village excluding any amounts held for warranty or Construction Lien Act purposes, shall not, at any time, be less than the up-to-date estimated cost to complete the Works.
  2. The Village shall deduct the following amounts from the security otherwise available for release:
    - (a) ten percent (10%) of the value of the work performed since the date of the last release as determined by the Municipal Engineer, which the Village shall hold pursuant to Part IV of the Construction Act;
    - (b) an amount sufficient to satisfy any construction liens of which the Village

has notice in respect of any portion of the Works located on a public street or highway, or on any lands conveyed to the Village or any other public authority; and

- (c) five percent (5%) of the value of the work performed since the date of the last release as determined by the Municipal Engineer, which the Village shall hold as security for the Owner's obligations during the Warranty Period.

### **INSURANCE**

102. As a condition of this agreement, the Owner shall keep in force until the Final Certificate of Approval of the Works has been issued, a comprehensive policy of public liability and property damage insurance acceptable to the Village, that provides insurance coverage in respect of any one occurrence to the limit of at least five million dollars (\$5,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. The policy shall name the Village as a named insured.
103. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons or damage to any property of the Village or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or maintenance of the Works. The policy shall include completed operations coverage liability, blanket written contractual liability with respect to non-owned licensed vehicles and shall have no exclusion pertaining to shoring, blasting (unless a separate certificate of insurance for blasting is provided prior to the start of blasting), excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading. The issuance of a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Village may be held responsible.
104. The Owner shall provide the Village with a Certificate of Insurance in a form satisfactory to the Village together with such proof as the Village may require that all premiums on the policies of insurance have been paid and that they are in full force and effect. If the Owner fails to pay premiums or otherwise keep the policies in force, the Village may pay premiums or take out additional policies as it considers necessary, and the Owner shall pay all costs.

### **CONSTRUCTION LIENS**



105. The Owner shall hold back from its payment to any persons who may supply services or materials in connection with the construction or maintenance of the Works, all amounts required by the Construction Act, and shall indemnify the Village against any claims, actions or demands in connection with the Works and all costs reasonably incurred by the Village as a result thereof.
106. If any lien is claimed pursuant to the Construction Act for the supply of services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any lands owned by the Village or any other public authority, the Owner shall be considered in default under this agreement and shall continue to be in default until all liens are discharged, and the Village may, in its absolute discretion, use the security deposited by the Owner to pay into court any amounts required to discharge all liens plus costs.
107. The Owner shall have the certificate or declaration of its engineer that construction of the Works has been substantially performed published in a construction trade newspaper in accordance with the Construction Act and shall provide the Village with proof of publication, but neither the issue or publication of such certificate or declaration shall impose any obligation on either the Village or the Municipal Engineer to issue either a Preliminary Certificate of Approval of Underground Services, a Preliminary Certificate of Approval of the Works or a Final Certificate of Approval of the Works, as the case may be.

#### **DEFAULT PROVISIONS**

108. Whenever the Owner is deemed by the terms of this agreement to be in default, the Village will make best efforts, unless prevented by urgent circumstances, to give the Owner notice of the default including a brief description of the remedial action required and the date by which such remedial action shall be completed.
109. If the Owner fails or refuses to remedy the default within the time prescribed in the notice, the Village shall have the right in addition to any other remedies available to it and without further notice to the Owner to use any security held by it to remedy the default and recover all costs and damages incurred by and all amounts owing to the Village.

#### **REGISTRATION**

110. The Owner consents to the registration of this agreement by the Village against the title to the Lands.
111. The Village shall register this agreement and any deeds or grants of easement or rights-of-way in favour of the Village without undue delay after registration of the Plan.

**NOTICE TO SUBSEQUENT OWNERS AND PURCHASERS**

112. In accordance with s. 51(26) of the Planning Act, all of the terms and conditions of this agreement may be enforced against the Owner and any and all subsequent owners of any lot, block or part thereof in the Plan.
113. In addition, each and every subsequent owner of the Lands or a part thereof acknowledges notice of all of the provisions of this agreement and, in particular, those provisions set out in Schedule "K".

**ARBITRATION**

114. Any dispute between the parties with respect to this agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
115. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

**CANCELLATION OF AGREEMENT**

116. If the Plan of Subdivision is not registered within one (1) year from the date of this agreement, the Village may, at its option, declare this agreement to be null and void.

**TIME OF THE ESSENCE**

117. Time shall be of the essence of this agreement.

**LEGAL NOTICE TO OWNER**

118. Any notice required to be given by the parties to this agreement shall be given by registered mail at the address for service of the parties on the title page of this agreement, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.

**COUNTERPARTS**

119. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

**FURTHER ASSURANCES**

120. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions of this agreement.

**SUCCESSORS AND ASSIGNS**

121. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED

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

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

\_\_\_\_\_  
Doug Robertson, Chief Administrative Officer

We have the authority to bind the corporation

**15803893 ONTARIO INC, O/A PARK VIEW  
HOMES**  
Per:

\_\_\_\_\_  
title

\_\_\_\_\_  
title

We have the authority to bind the corporation

**SCHEDULE "A" OF SUBDIVISION AGREEMENT**

**DESCRIPTION OF LANDS**

All of Lots 178 to 189, 164 to 168, All of Lots 1, 2, 3, 4 & 7 to 10, Block 9

All of Lots 1, 2, 9, 10, Block 15, Part of Lot 8, Block 15, Part of Herbert Street,  
Registered Plan No. 6, Geographic Village of Merrickville, Village of  
Merrickville/Wolford, United Counties of Leeds and Grenville.

Lots \_\_\_\_\_, Blocks \_\_\_\_\_, Plan \_\_\_\_\_

**SCHEDULE "B" OF SUBDIVISION AGREEMENT**

**COST OF WORKS**

The parties agree that in addition to the security required in clause 84 (d) of this agreement, the Owner shall deposit with the Village security in the amount of \$538,775.67 of which \$19,000.00 will be held by the Village in trust for the United Counties of Leeds and Grenville in accordance with Clause 43 of this Agreement

## **SCHEDULE "C" OF SUBDIVISION AGREEMENT**

### **DESCRIPTION OF PHASES OF DEVELOPMENT**

The subdivision shall be developed in two (2) phases, with Phase 1 consisting of 84 townhouse units (including 8 bungalow singles). Phase 2 will consist of the development of the apartment building shown as Block 11 on the approved Draft Plan which shall not proceed until such time as the Village determines that sufficient sewage treatment capacity is available and can be allocated to this phase of development.

**SCHEDULE "D" OF SUBDIVISION AGREEMENT**  
**TIME SCHEDULE FOR CONSTRUCTION OF WORKS**

1. Construction of the Subdivision shall commence forthwith upon registration of the Plan.

## **SCHEDULE "E" OF SUBDIVISION AGREEMENT**

### **APPROVED PLANS FOR WORKS TO BE CONSTRUCTED**

WSP Drawings Dated March 2, 2023 – Issued for Subdivision Agreement

## **DRAWING LIST**

### **CIVIL**

- C0.1 MERRICKVILLE GROVE SUBDIVISION GENERAL NOTES & SPECIFICATIONS
- C0.2 MERRICKVILLE GROVE SUBDIVISION GENERAL ARRANGEMENT
- C0.3 MERRICKVILLE GROVE SUBDIVISION EROSION & SEDIMENT CONTROL PLAN
- C1.0 MERRICKVILLE GROVE SUBDIVISION REMOVALS PLAN
- C1.1 MERRICKVILLE GROVE SUBDIVISION SOPHIE LANE PLAN & PROFILE STA.  
8+000 - 8+040
- C1.2 MERRICKVILLE GROVE SUBDIVISION ST. JOHN STREET PLAN & PROFILE STA.  
10+245 - 10+364
- C1.3 MERRICKVILLE GROVE SUBDIVISION ST. JOHN STREET PLAN & PROFILE STA.  
10+125 - 10+245
- C1.4 MERRICKVILLE GROVE SUBDIVISION ST. JOHN STREET PLAN & PROFILE STA.  
10+000 - 10+125
- C1.5 MERRICKVILLE GROVE SUBDIVISION ALICE STREET PLAN & PROFILE STA.  
5+000 - 5+133
- C1.6 MERRICKVILLE GROVE SUBDIVISION WALLACE STREET PLAN & PROFILE STA.  
4+000 - 4+133
- C1.7 MERRICKVILLE GROVE SUBDIVISION ST. JOHN PATHWAY PLAN & PROFILE  
STA. 3+000 - 3+083
- C1.8 MERRICKVILLE GROVE SUBDIVISION GRADING PLAN 1
- C1.9 MERRICKVILLE GROVE SUBDIVISION GRADING PLAN 2
- C1.10 MERRICKVILLE GROVE SUBDIVISION INTERSECTION GRADING PLAN
- C1.11 MERRICKVILLE GROVE SUBDIVISION DETAILS
- C1.12 MERRICKVILLE GROVE SUBDIVISION SEWER TABLES
- C2.1 MERRICKVILLE GROVE SUBDIVISION STORMWATER POND GRADING
- C2.2 MERRICKVILLE GROVE SUBDIVISION STORMWATER POND CROSS SECTION  
DETAILS

### **LANDSCAPE ARCHITECTURE**

- L100 LANDSCAPE GENERAL NOTES
- L101 PARK CONCEPT DESIGN MATERIALS & PLANTING DESIGN
- L102 PARK CONCEPT DESIGN DETAILS
- L200 STREET TREE PLANTING LAYOUT DRAWING
- L201 STREET TREE PLANTING LAYOUT DRAWING

### **ELECTRICAL**

- EL1 ELECTRICAL POLE SUBDIVISION
- EL2 ELECTRICAL WIRING DIAGRAMS
- EL3 ELECTRICAL DETAILS - I
- EL4 ELECTRICAL DETAILS - II

WSP Merrickville Grove Subdivision Figure 1.0 Composite Utility Plan, and Figure 2.0 Composite Utility Plan Cross Sections Dated May 1, 2023

C0.4 Merrickville Grove Subdivision Fencing Plan, May 1, 2023

WSP Merrickville Grove Subdivision Stormwater Management Report, Dated May 1, 2023 WSP Merrickville Grove Subdivision Servicing Report, Dated August 16, 2022

**THE ORIGINAL PLANS LISTED IN THIS SCHEDULE ARE NOW ON FILE IN THE VILLAGE OFFICES AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.**



**SCHEDULE "F" OF SUBDIVISION AGREEMENT**

**LOT GRADING AND DRAINAGE PLANS**

SEE PLANS LISTED IN SCHEDULE "E"

**SCHEDULE "G" OF SUBDIVISION AGREEMENT**

**LANDS TO BE CONVEYED FOR PARKLAND OR CASH IN LIEU**

The Owner shall convey Block 16 as shown on the draft Plan \_\_M-\_\_\_\_\_ to the Village in fee simple, free and clear of all encumbrances. The Owner shall improve Block 16 at its sole cost in accordance with the approved Parkland Development drawings in Schedule "E".

**SCHEDULE "H" OF SUBDIVISION AGREEMENT**  
**GRANTS OF EASEMENT AND RELATED MATTERS**

**0.3 METRE RESERVES**

The Owner shall convey Blocks \_\_\_ Plan \_\_\_M-\_\_\_\_\_ to the Village in fee simple, free and clear of all encumbrances, for the purpose of 0.3 metre reserves.

**STORMWATER MANAGEMENT**

The Owner shall convey Block 21 on Plan \_\_\_M-\_\_\_\_\_ to the Village, free and clear of all encumbrances, for the purposes of a multi-use pathway and storm sewer and stormwater management.

**WALKWAY**

The Owner shall convey Block \_\_\_ on Plan \_\_\_M-\_\_\_\_\_ to the Village in fee simple, free and clear of all encumbrances, for the purpose of walkway.

**STORM SEWER EASEMENTS**

The Owner shall grant a storm sewer easement to the Village over the following:

Part of Lot \_\_\_, Plan \_\_\_M-\_\_\_\_\_, being Part \_\_\_ on \_\_\_R-\_\_\_\_\_,

**ROAD RIGHT-OF-WAYS**

The Owner shall convey Blocks \_\_\_ on Plan \_\_\_M-\_\_\_\_\_ to the Village in fee simple, free and clear of all encumbrances, for the purpose of widening the St. John Street and Wallace Street road allowances.

**COMMUNITY MAILBOXWAYS**

The Owner shall grant an easement to Canada Post over the following:

Part of Lot \_\_\_, Plan \_\_\_M-\_\_\_\_\_, being Part \_\_\_ on \_\_\_R-\_\_\_\_\_,

**BELL CANADA**

The Owner shall grant an easement to Bell Canada over the following:

Part of Lot \_\_\_, Plan \_\_\_M-\_\_\_\_\_, being Part \_\_\_ on \_\_\_R-\_\_\_\_\_,

**SCHEDULE "I" OF SUBDIVISION AGREEMENT**  
**PARKLAND, FENCING, LANDSCAPING AND TREE PRESERVATION**  
**REQUIREMENTS**

SEE PLANS LISTED IN SCHEDULE "E"

In addition to the foregoing,

1. The Owner shall protect all trees within the Plan of Subdivision, including the installation of protective fencing, if necessary, in accordance with the Landscaping Plans and OPS 565, but in the event of a conflict between them, the decision of the Municipal Engineer, made in consultation with the Municipal Planner, will be final.
2. The Owner shall adhere to the Landscaping and Tree Preservation Plan, as detailed in Schedule "E".
3. The Owner covenants and agrees to develop Block 16, parkland block, in accordance with Plans L101, L102, and L103 as detailed in Schedule "E".
4. The Owner covenants and agrees to install fencing along the boundaries of Block 21 (Stormwater Block) and Block 16 (Parkland Block) and along the proposed walkway between existing Lots 4 and 6 on Plan 6 (north and south of Herbert Street). Fencing design shall be as detailed in Schedule "E".
5. The Owner covenants and agrees to install fencing along the rear lot lines of Block 1 to 8, along the southerly lot lines of Block 9, along the east lot line of Block 15 and 18, and between the apartment block (Block 11) and the abutting residential lands to the south and east. Fencing design shall be detailed in Schedule "E".

## **SCHEDULE "J" OF SUBDIVISION AGREEMENT**

### **SPECIAL CONDITIONS**

#### **UTM CO-ORDINATES AND GEODETIC SURVEY MONUMENT**

1. The Owner shall establish, to the satisfaction of the Municipal Engineer, two Universal Transverse Mercator (UTM) coordinates by no later than [insert] and thereafter shall notify the Municipal Engineer of any changes to the geodetic monuments for the Subdivision.

#### **CONSTRUCTION OF DRAINAGE SWALES**

2. The Owner shall construct and sod such rear yard swales and swales along the boundaries of the Subdivision on a phase by phase basis as part of the underground services as the Municipal Engineer considers advisable, and the Owner acknowledges that the Preliminary Certificate of Approval of Underground Services will not be issued until such work has been completed to the satisfaction of the Municipal Engineer. If winter or seasonal weather prevents sodding of swales the Municipal Engineer may request additional Erosion and Sediment Control on site in place of sod until such time as sodding can be completed.

#### **FOUNDATION DRAINS**

3. The Owner shall ensure that the foundation drain of every building constructed in the Subdivision is connected to a storm lateral via a gravity system, where available, in accordance with the Ontario Building Code.

#### **CERTIFIED FOOTING ELEVATION**

4. Prior to the pouring of footings for any building within the Plan of Subdivision, the Owner shall provide a certificate from a qualified Professional Engineer or Ontario Land Surveyor confirming that the elevation of the underside of the footing of the building is in accordance with the approved plans.

#### **PRE-SERVICING AGREEMENT REPLACED BY THIS AGREEMENT**

5. The Pre-servicing Agreement dated August 2, 2022, between the parties as it applies to the Lands in the Plan of Subdivision shall remain in full force and effect notwithstanding this Agreement. The parties agree that the Pre-servicing Agreement shall be terminated once its terms have been fulfilled and it is no longer needed by the Village to govern the development of adjacent lands. However, in the event of an inconsistency as between the two Agreements, this Agreement shall prevail.
6. Any security held by the Village under the Pre-servicing Agreement shall be transferred to and form part of the financial security that the Owner is obliged to deposit with the Village under the terms of this Agreement.

## **OTHER CONDITIONS**

7. That the Owner covenants and agrees that the Plan of Subdivision depict the widening of St. John Street and Wallace Street road allowances to a minimum right-of-way width of 16m.
8. That the Owner covenants and agrees to construct the works located within block of lands located south of the Plan of Subdivision, described as Parts 1 and 2, Plan 15R-12089 and Blocks 23 and 24 on Registered Plan 15M-13, being the Village owned lands which allows for St. John Street, to be connected to Sophie Lane, in accordance with the approved plans identified in Schedule "E".
9. That the Owner covenants and agrees to construct pedestrian walkways along Herbert Street between St. John Street and St. Lawrence Street and along St. John Street between Bruce Street and Colborne Street, in accordance with the approved plans identified in Schedule "E".
10. That the Owner covenants and agrees to enter into an encroachment agreement with the Village containing provisions with wording to the satisfaction of the Village regarding the encroachment of the existing dwelling in Block 17 onto the Wallace Street road allowance.
11. That the Owner covenants and agrees that the development of the subdivision will be in accordance with the site specific zoning by-law amendment #09-2021, passed the 22<sup>nd</sup> day of February 2021.
12. That the Owner covenants and agrees that permitted hours of construction activity on the site shall be conducted between 7:00 am to 7:00 pm, Monday to Friday and between 9:00 am and 5:00 pm, Saturday. There shall be no construction activity on Sundays.
13. That the Owner covenants and agrees that construction vehicle access to the subdivision shall be via the southern access to County Road No. 16.
14. The Owner covenants and agrees to implement all of the recommendations of the "Scoped Environmental Impact Statement – Plan of Subdivision – Part of Lots 9 & 10, Concession A - Village of Merrickville" dated June 7, 2019, and the "Addendum Scoped Environmental Impact Statement" letter dated January 8, 2020, prepared by GEMTEC Consulting Engineers. Specifically, the Owner covenants and agrees that prior to any development,
  - Installation of silt fence barriers around the entire construction envelope to prohibit the emigration of wildlife into the construction area.
  - Cover all stockpiled material with a geotextile to prevent turtles from nesting in the material between May 1 and August 1 of any year.
  - Perform daily pre-work sweeps of the construction area to ensure no species at risk is present and to remove any wildlife from inside the construction area.
  - Should any species at risk be discovered throughout the course of the proposed works, the species at risk biologist with the local MECP district should be contacted immediately and operations modified to avoid any negative impacts to species at risk or their immediate habitat until further direction is provided by the MECP.

- All future development and construction activities within the study area, including ditching, culvert installation, erosion and sediment control and storm water management should be completed in accordance with Ontario Provincial Standard Specification 182, OPSS 805 and “Guidelines on Erosion and Sediment Control for Urban Construction Sites”, Government of Ontario, May 1987.
  - Maintain as much permeable surface as possible in future development plans to minimize the generation of stormwater runoff.
  - Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized.
  - In effort to offset the effect of vegetation clearing, consideration should be given to landscape planting with native tree species indicative of the Great Lakes – St. Lawrence Forest Region, such as white cedar, white spruce, red maple, and red oak.
15. The Owner covenants and agrees that prior to commencement of construction of the subdivision, including clearing, grubbing, roads, utilities, and any off-site works to implement the erosion and sediment control plan identified in Schedule E.
16. The Owner covenants and agrees to provide certification to the Village and the Rideau Valley Conservation Authority by a professional engineer that the erosion and sediment control plan identified in Schedule “E” has been implemented.
17. The Owner covenants and agrees to implement all of the recommendations of the “Merrickville Grove Subdivision Traffic Impact Statement”, dated November 11, 2019, and the “Merrickville Grove Subdivision Traffic Impact Study – Revised” dated December 22, 2021, both prepared by D. J. Halpenny & Associated Ltd. Specifically, the Owner covenants and agrees that it is understood that:
- In order to improve the sight line for exiting traffic from Wallace Street, it is recommended that on-street parking be prohibited on the west side of St. Lawrence Street within 7 m of Wallace Street. This parking standard would be in accordance with existing intersections along St. Lawrence Street south of Main Street.
  - By-law # [REDACTED] was passed by the Council of the Village of Merrickville-Wolford amending the Parking By-law for the Village to establish the on-street prohibited parking on the west side of St Lawrence Street within 7 m of Wallace Street.
  - The Owner shall be responsible for all costs related to the installation of the no parking signs by the United Counties of Leeds and Grenville, including direct costs, staff time and a 15% administrative fee.
18. The Owner covenants and agrees that prior to any lot grading or issuance of any building permit to implement the Lot Grading and Drainage Plan on Schedule F which shows:
- The location of all buildings and structures to be erected on the site

- and all final grades and elevations;
  - The means whereby the storm drainage will be accommodated;
  - The means whereby erosion and siltation will be contained and minimized, both during and after construction; and,
  - The demonstration of legal and adequate outlet for stormwater.
19. The Owner covenants and agrees that the extension of the village sewage and water mains and laterals to the plan of subdivision shall be the responsibility of the Owner.
  20. The Owner covenants and agrees that the development shall not connect to the Village's sewage collection or water distribution systems until the subdivision agreement is executed and all applicable local, county, provincial approvals have been granted.
  21. The Owner covenants and agrees to obtain all necessary approvals from the Ontario Ministry of Environment, Conservation and Parks and that copies of such approvals shall be provided to and filed with the Village.
  22. The Owner covenants and agrees to establish a final detailed stormwater management plan in accordance with the "Merrickville Grove Subdivision Preliminary Stormwater Management Report (Revision 01)" dated April 14, 2020, and the "Merrickville Grow Subdivision – RVCA Comment Response", dated April 14, 2020 and the "Merrickville Grove Subdivision – Future Stormwater Management Pond Consideration" letter dated May 20, 2020, all of which were prepared by WSP. The Final detailed Stormwater Management Plan is attached as part of Schedule "E".
  23. The Owner covenants and agrees to install community mailboxes in accordance with the requirements of Canada Post. The location and design of the community mailboxes is detailed and attached as part of Schedule "E". Schedule "E" shall also provide details on the temporary site for community mailbox until curbs, sidewalks and final grading are completed at the permanent community mailbox location. Specifically, the design of the community mailbox shall include any walkway across the boulevard, any curb depression with an opening of a minimum of two (2) metres and a community mailbox concrete access/or culvert. In addition, the Owner covenants and agrees to provide Canada Post Corporation with the excavation dates for the first foundation, the date development is schedule to begin and the expected installation date for the community mailbox, along with the civic addressing assigned to the subdivision.
  24. The portion of Herbert Street road allowance which is to form part of Block 4 and Block 5 shall be closed by the Village and transferred to the Owner.
  25. The Owner covenants and agrees that all development within the subdivision will be required to meet the required water quality objective of enhanced level of protection 80% TSS removal in accordance with the Storm Water Management Report prepared by WSP dated May 1, 2023.
  26. The Owner acknowledges and agrees that all footings and subgrade areas shall be inspected by a qualified individual (geotechnical personal) prior to filling or concreting to ensure that soils adequate bearing capacity has been



reached and bearing surfaces have been properly prepared. Further that the placing and compaction of any engineered fill, as well as sewer bedding and backfill, be inspected to ensure that the material used conforms with specifications from both a grading and compaction standpoint.

27. The Owner acknowledges that the subdivision is subject to Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" administered by the Rideau Valley Conservation Authority (RVCA) and that prior written approval from RVCA may be required for development.
28. The Owner agrees to include a provision in all agreements of purchase and sale of lots within the subdivision to notify future purchasers of recommendations from the Rideau Valley Conservation Authority (RVCA) to implement the following Low Impact Development (LID) measures for reducing on-site surface drainage into the Village's storm sewer system:
  - a. rain barrels;
  - b. directing roof leaders and impervious surfaces to allow for infiltration;
  - c. planting shrubs and/or trees to facilitate evapotranspiration through the vegetation;
  - d. creating rain gardens,
  - e. using permeable pavers; and
  - f. reary yard drainage.
29. The Owner agrees that no applications for building permits shall be submitted to the Village for any structure in the R-2 Zone unless the application conforms with the following requirements:
  - a. The proposed front yard setbacks for the townhouse blocks and all individual units conforms with the staggered setbacks approved by the Village in the list of approved drawings;
  - b. The landscaping and tree planting plan has been adhered to and the individual plot plan for the building permit conforms with the approved plans listed in this Agreement; and
  - c. Any fence required in the approved drawings has been constructed or is included in the building permit application, in accordance with the approved plans listed in this Agreement.

**SCHEDULE "K" OF SUBDIVISION AGREEMENT**

**NOTICE TO SUBSEQUENT PURCHASERS**

Each owner and subsequent owner of any lot, block or part thereof against the title of which this agreement has been registered is hereby given notice that the following clauses in the agreement to which this schedule forms a part may contain provisions and impose obligations that may affect the individual's ownership and use of such lot, block or part thereof.

<u>Item</u>	<u>Brief Description</u>
-------------	--------------------------

- **Use of Hydrants**                   No one may use fire hydrants for water during construction without the prior permission of the Village and for which a fee may be charged.
  
- **Installation of Water Meters**                   Water meters shall be installed at the owner's expense.
  
- **Installation of Community Mail Boxes**                   Provide Map of Location of Community Mail Boxers to be installed at the owner's expense. Purchasers to be notified that Canada Post will deliver mail vial a community mailbox.
  
- **Phasing of Development**                   The subdivision may be developed in PHASES over an extended period of time. A description of each phase is set out in Schedule "C".
  
- **Drilling and Blasting**                   No person shall drill or blast without first notifying the Municipal Engineer and delivering a certificate of insurance. Notice to adjoining properties may be required.
  
- **Drainage**                   All grading and landscaping of lots must be carried out strictly in accordance with the Lot Grading and Drainage Plans.
  
- **Construction Refuse and Fill**                   The Owner shall remove all construction refuse from the job site at its own expense and dispose of it in accordance with the Village by-laws. No fill shall be deposited on or removed from public lands without the consent of the Municipal Engineer.
  
- **Commencement, Progress and Completion of Work**                   The Owner shall install all underground services within one (1) year and complete construction of the subdivision within two (2) years from the date on which the plan of subdivision is registered or such later date as may be agreed on.
  
- **Inspection of Works**                   The Municipal Engineer has the authority to enter onto the property for the purpose of inspecting the Works and lot grading and may order stop work by verbal notice to any person where it is perceived that any construction constitutes a potential danger to life or property or is otherwise in contravention of the Subdivision Agreement.
  
- **Winter Road Maintenance**                   Prior to the Village assuming the roads and services within the Plan, the Village will carry out snow removal only after the first lift of asphalt has been laid.
  
- **Warranty of Works**                   It is the responsibility of the Owner to maintain all services installed in the subdivision until the Final Certificate of Approval of the Works is issued.

-	Zoning and Building Restrictions		All construction shall comply with all applicable by-laws including the zoning, building and noise by-laws. The Owner and all builders must communicate information about proposed land uses in the subdivision to all prospective purchasers
-	Requirements for Building Permits		No building permits shall be issued until all of the requirements specified have been complied with including payment of a refundable deposit.
-	Special Conditions		Land in the subdivision may be subject to the Special Conditions set out in Schedule "J".
-	Parklands		Schedule "G" sets out those lands to be conveyed to the Village for parkland or other recreational purposes.
-	Easements		Schedule "H" sets out a list of those lots that will be subject to public and utility easements and reserves.
-	Restrictions on Transfers		The Owner shall not transfer title to any lots or blocks until the requirements in Schedules "G" and "H" have been fulfilled.
-	Lot Number		The Owner shall ensure that the Offer of Purchase and Sale Agreements shall advise potential owners that the lot number shall be posted on all lots prior to any application for a building permit being filed.

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 31-2023, being a by-law to authorize an encroachment agreement with Parkview Homes, be read a first and second time, and that By-law 31-2023 be read a third and final time and passed.

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

Carried / Defeated

---

Michael Cameron, Mayor

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

**BY-LAW 31-2023**

**BEING A BY-LAW TO AUTHORIZE AN ENCROACHMENT AGREEMENT WITH  
PARKVIEW HOMES**

**WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford, under Sections 9 (3) and 11(1) of the Municipal Act, 2001 authorize municipalities to enact by-laws with respect to their highways, including by-laws to regulate or prohibit respecting matters, to require persons to do things, to provide for a system of permits, and to impose conditions as a requirement of obtaining, continuing to hold or renewing a permit;

**AND WHEREAS** Parkview Homes is the owner of lands legally described as \_\_\_\_\_;

**AND WHEREAS** the Municipality represents that it is the owner of lands described as Road Allowance \_\_\_\_\_ (PIN # \_\_\_\_\_ )  
(hereinafter referred to as the “Encroachment Lands”);

**AND WHEREAS** Parkview Homes has requested recognition of an existing dwelling encroaching into the Village Road Allowance;

**AND WHEREAS** the encroachment has been approved;

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

1. That the Mayor and CAO/Clerk/Economic Development Director are hereby authorized and directed to execute the encroachment agreement with Parkview Homes for lands within the Merrickville Grove Subdivision, attached as Schedule A to this By-law.
2. That this Agreement shall be registered against the lands described as \_\_\_\_\_.
3. That all costs for the preparation and registration of this Agreement are to be paid by Parkview Homes.
4. This by-law shall come into force and take effect on the day of final passing thereof.

Read a first, second and third time and passed on the 8<sup>th</sup> day of May 2023.

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

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

This Licence Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

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

(the "Municipality")

OF THE FIRST PART

-and-

**15803893 ONTARIO INC., O/A PARK VIEW HOMES**

(the "Licensee")

OF THE SECOND PART

WHEREAS the Licensee is the owner of those lands being all of Lots 178 to 189, 164 to 168, all of Lots 1, 2, 3, 4 & 7 to 10, Block 9, all of Lots 1, 2, 9, 10, Block 15, Part of Lot 8, Block 15, Part of Herbert Street, Registered Plan No. 6, Geographic Village of Merrickville, Village of Merrickville/Wolford, United Counties of Leeds and Grenville (the "Licensee's Land");

AND WHEREAS Draft Approval of the Draft Plan of Subdivision prepared by George Bracken, O.L.S. of Callon Dietz Incorporated, Ontario Land Surveyors, dated October 1, 2020 (File No. 20-0642, Plan No. X-2584) has been granted by the Village of Merrickville-Wolford (the "Municipality") subject to certain conditions;

AND WHEREAS the Draft Approval provides for the widening of the existing Wallace Street road allowance to the 16 metre minimum right-of-way width;

AND WHEREAS a condition of the Draft Approval is that the Licensee enter into an agreement regarding the encroachment of an existing dwelling on Block 17 (the "Encroachment") onto the widened Wallace Street road allowance (the "Road Allowance");

AND WHEREAS the Encroachment is more particularly shown on the attached Schedule "A";

AND WHEREAS the Municipality has agreed to grant a non-exclusive licence to use that part of Road Allowance on which the Encroachment is situated for the purpose of accommodating the existing dwelling.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. The Municipality hereby grants to the Licensee a non-exclusive licence to use the part of the Road Allowance on which the Encroachment is situated, as identified on Schedule "A".

2. The term of this Licence shall be from the date of this Agreement to December 31 of the year first noted above, and thereafter from year to year unless terminated sooner in accordance with its terms.
3. Upon entering this Agreement, the Licensee shall pay the Municipality the sum of \$2.00 for the term of this Licence (the "License Fee").
4. The Licensee acknowledges that the Licensee has no rights, title or interest in the Road Allowance other than as provided in this Agreement.
5. The Licensee acknowledges that the Encroachment on the Road Allowance may not extend beyond the area of the Encroachment existing as of the date of this Agreement and as identified herein.
6. The Municipality may terminate this Licence by giving the Licensee a minimum of 120 days written notice in the following circumstances:
  - a. The Encroachment is required for use by the Municipality for a valid municipal purpose;
  - b. The existing dwelling is destroyed or demolished; or
  - c. There has been a material breach of this Agreement by the Licensee.
7. The Licensee covenants with the Municipality:
  - a. That they are the owners in fee simple of the Licensee's Lands;
  - b. To not require the Municipality to pay for or do any work or supply any equipment or services in connection with the Encroachment;
  - c. To pay the Licence Fee;
  - d. Not to commence any work, or make any changes to the Encroachment or Road Allowance except in accordance with plans and specifications submitted to and approved by the Municipality in advance of any such work being undertaken;
  - e. To take, at the Licensee's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Encroachment and Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;
  - f. Upon termination of this Licence to remove the Encroachment from the Road Allowance, with all damage, if any, to the Road Allowance caused by such removal made good by the Licensee to the satisfaction of the Municipality;
  - g. That the Municipality has no obligation during or upon expiration of the term of this Licence to compensate or reimburse the Licensee for any costs or expenses incurred by the Licensee to improve or maintain the Encroachment or the Road Allowance, all of which will be done for the benefit of the Licensee and not the Municipality;
  - h. To not register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Encroachment against title to the Road Allowance;
  - i. To not sub-licence or assign its rights in this Agreement for any purpose;
  - j. That improvements to the Road Allowance may be required to



enable proper access of emergency vehicles deemed necessary by either the Public Works Manager or Fire Chief of the Municipality. Further, the Owners acknowledge and agree that the Municipality may restrict access with respect to emergency vehicles where necessary improvements and/or maintenance is not performed, which may result in limited access and response times.

- k. To indemnify and save harmless the Municipality from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Municipality in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Encroachment; and
  - l. To maintain in force at all times during the term of this Licence and any renewal thereof, at the Licensee's expense and in the names of the Licensee and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than two million dollars, and to provide the Municipality with proof of such insurance upon request.
8. The Owners covenant and agree that nothing in this Agreement releases the Owners from the obligation to comply with the provisions of the Municipality's Zoning By-law, as amended, or any by-laws of the Municipality that now or in the future be in effect. The Owners further covenant and agree that nothing in this Agreement shall fetter the discretion of the Municipality in its role as approval authority under the *Planning Act*.
9. In the event that the building located on the Encroachment should at any time be substantially destroyed, demolished by any means whatsoever, or altered from its existing use as a single detached dwelling into any use other than a single-family dwelling in accordance with the Township Comprehensive Zoning By-Law, this Licence shall immediately be terminated.
9. The Municipality shall have the right at any time and upon reasonable notice to the Licensee, to enter onto the Licensee's Lands for the purpose of carrying out such inspections as the Municipality considers necessary to determine compliance with the terms of this Agreement.
10. If the Licensee fails or refuses for any reason to comply with any requirements of this Agreement, the Licensee shall be in default and the Municipality may, on seven (7) days' notice, require the Licensee to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
11. Whenever the Licensee is deemed by the terms of this Agreement to be in default, the Municipality will make best efforts, unless prevented by urgent circumstances, to give the Licensee notice of the default including a brief description of the remedial action required and the date by which such remedial action shall be completed.
12. Any account rendered by the Municipality for work done shall be paid by the Licensee within thirty (30) days of the day of billing, and, if the Licensee fails to pay, interest shall be charged on the amount outstanding at the rate of one and a quarter percent (1.25%) per month (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.

13. If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may add the costs to the tax roll for the Licensee's Land and collect them in the same manner as municipal taxes or by action, pursuant to Section 446 of the Municipal Act, 2001.
14. The Licensee shall pay all costs necessary to fulfill any condition of this agreement and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement.
15. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

THE CORPORATION OF THE VILLAGE OF  
MERRICKVILLE-WOLFORD  
Per:

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Michael Cameron - Mayor

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Doug Robertson, CAO

We have the Authority to Bind the  
Corporation

15803893 ONTARIO INC., O/A PARK  
VIEW HOMES

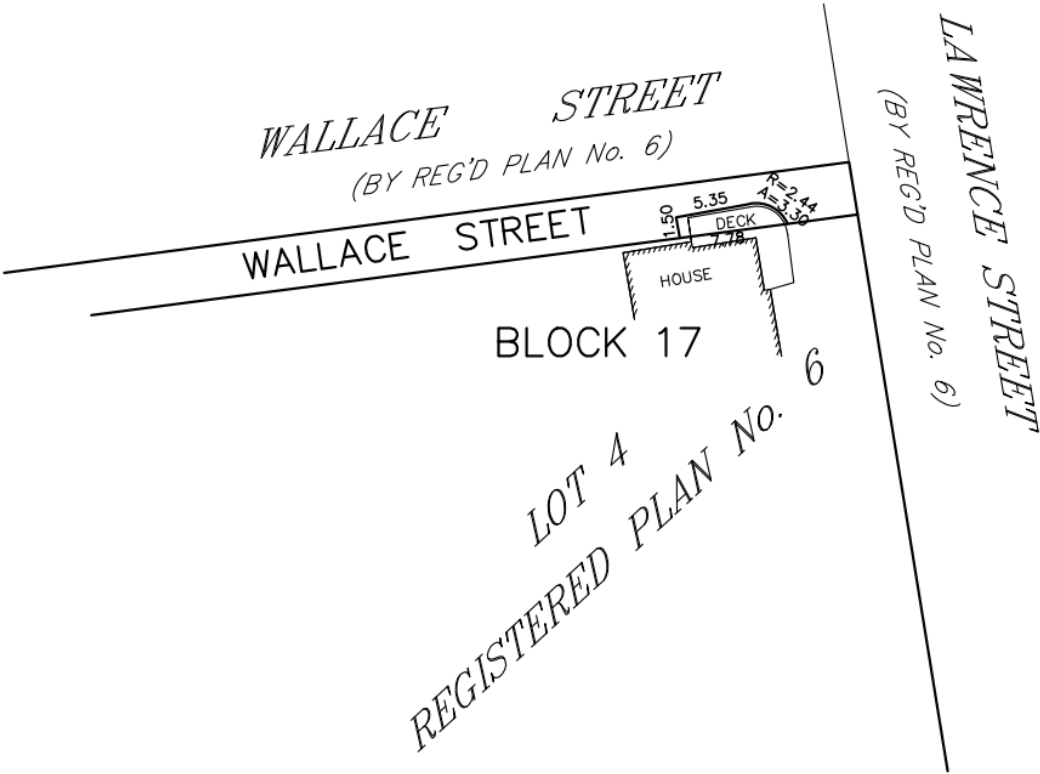
Per:

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We have the Authority to Bind the  
Corporation

SCHEDULE 'A'



Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 32-2023, being a by-law to amend By-law 28-17 of the Corporation of the Village of Merrickville-Wolford, commonly referred to as the "Parking By-law", be read a first and second time, and that By-law 32-2023 be read a third and final time and passed.

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

Carried / Defeated

---

Michael Cameron, Mayor

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

**BY-LAW 32-2023**

**BEING** a by-law to amend By-law 28-17 of the Corporation of the Village of Merrickville-Wolford, commonly referred to as the “Parking By-law”.

**WHEREAS** pursuant to the Municipal Act, 2001, as amended, Councils of local municipalities may pass by-laws to regulate and control the parking of vehicles within their jurisdiction;

**AND WHEREAS** various provisions of the Highway Traffic Act, 1990, as amended, apply to by-laws passed by Councils of local municipalities respecting the prohibition, regulating and controlling of the parking, standing and stopping of vehicles on highways;

**AND WHEREAS** Condition 19. b. of the Conditions of Draft Approval for the Merrickville Grove Subdivision (United Counties of Leeds and Grenville File No. 07-T-19003) requires that no parking zones be established by the Village’s parking by-law on the west side of St. Lawrence Street (County Road 15) within 7 metres of the Wallace Street Road allowance;

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

1. ‘Schedule “A” to By-law No. 28-17 is amended by adding a new provision immediately after Section 12 as follows:

“13 St. Lawrence Street West	Seven metres north	Anytime”
	and seven metres south	
	of the intersection with the	
	Wallace Street	
	road allowance	
2. This by-law shall be consolidated with By-law 28-17, for ease of reference.
3. This by-law shall come into force and effect on the day of passing.

Read a first, second and third time and passed on the 8<sup>th</sup> day of May 2023.

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

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

Resolution Number: R - - 23

Date: May 8, 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 receive the Animal Control Services Agreement between the Corporation of the Town of Smiths Falls and the Corporation of the Village of Merrickville-Wolford; and

**That** Council does hereby approve the proposed agreement and does direct the CAO/Clerk and the Mayor to sign the agreement as provided.

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

Carried / Defeated

---

Michael Cameron, Mayor

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_, 2023

BETWEEN

**THE CORPORATION OF THE TOWN OF SMITHS FALLS**

(the Town)

**OF THE FIRST PART**

-AND-

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

(the Village)

**OF THE SECOND PART**

**WHEREAS** the Town employs animal control officers and has ensured that its officers have the requisite training to carry out animal control activities;

**AND WHEREAS** the Village and Town have agreed to share animal control services, with the Town providing animal control services for dogs only in accordance with the terms of this Agreement in exchange for a fee per incident to which the Town responds;

**AND WHEREAS** the Town and Village have agreed that the shared services will proceed as a pilot program for one year, with the renewal, if any, to be mutually agreed at the expiry of the pilot program;

**NOW THEREFORE** in consideration of mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, and other valuable consideration the parties agree with each other as follows:

1. The Town shall provide animal control services to respond to complaints of dogs running at large as follows:
  - a. Complaints shall be received by the Village through a process controlled by the Village;
  - b. The Village shall contact the Town's animal control officers using a contact method mutually agreed upon;
  - c. Complaints shall not be received by the Town or its animal control officers directly;
  - d. Upon receipt of a complaint of a dog running at large the Town shall dispatch an animal control officer;
  - e. The animal control officer shall use all reasonable efforts to locate, capture and transport the dog to an approved shelter;

- f. The animal control officer shall take all steps necessary to locate and contact the dog's owner and ensure the re-homing of the dog.
2. The parties agree that the Town is entitled to prioritize responding to complaints within the Town of Smiths Falls, unless the complaint in the Village poses a risk to the public from a known dangerous dog.
3. The parties agree that no more than 6 complaints shall be responded to during the term of this Agreement. Should the Town respond to 6 complaints before the expiry of this Agreement the Town shall notify the Village and the parties will negotiate an extension of this Agreement within 15 days of receipt of the notice, failing which this Agreement shall automatically terminate.
4. The Town shall be wholly responsible for the employment contract and all human resource and employment elements of the animal control officer(s) employment. Under no circumstances shall the Village be considered the employer of any of the Town's employees for any purpose and the parties expressly agree that the Village is procuring a service only. Without limiting the generality of the foregoing, the Town further acknowledges and agrees that it is solely responsible for all Occupational Health And Safety Act and Workplace Insurance Board obligations associated with all animal control officers.
5. During the term of this Agreement, the Town shall provide to the Village a detailed invoice that provides full particulars for each incident responded to, including:
  - a. The hours spent by its animal control officer (s) to respond to complaints arising in the Village of Merrickville-Wolford;
  - b. The mileage expense incurred to respond to the incident(s); and
  - c. A brief report of the nature of the incident and the outcome.
6. The Town shall provide animal control services at a rate of \$40.00/hour during regular working hours of Monday through Friday 8AM to 5 PM. After regular working hours the Town shall provide animal control services at a rate of \$55.00/hour. This rate shall be prorated in increments of tenths of an hour for any portion of an hour in which the animal control officers are engaged under this agreement.
7. The Town shall charge the Village mileage for the travel from Town Hall in Smiths Falls to the incident plus all mileage to respond to the incident and return to Town Hall at a rate of \$0.62 per kilometer, subject to any increase imposed by the Province to the standard mileage rate during the term of this Agreement. The Town agrees that its animal control officer(s) shall use the most direct route possible in the circumstances.
8. The invoice received by the Village from the Town shall be due and payable in full immediately upon receipt. An invoice not paid in full with 30 days of receipt shall accrue interest at the rate per annum equal to the prime lending rate of RBC in effect from time to time plus 1% interest, calculated from the due date to the date of payment.



9. This Agreement shall remain in effect for 365 days from the date it is executed, unless either one or both of the parties terminates this Agreement in accordance with its terms.
10. Either party may terminate this agreement at anytime and for any reason upon not less than three month's written notice to the other party.
11. If any animal control officer should suffer an injury or death while performing their duties under this Agreement, resulting in a claim under the Workplace Safety and Insurance Plan, the Town shall indemnify and save harmless the Village from all costs and expenses associated with the claim, whether the claim is accepted or denied by the Workplace Safety and Insurance Board, including without limiting the foregoing, any increase in the premiums payable by the Town in future years that reflect a change in the Town's experience rating caused by the claim.
12. The Town shall indemnify and save harmless the Village and its respective insurers, officers and employees, from any and all actions, causes of action, claims and demands for damages, loss or injury, howsoever arising, including costs and expenses to defend such claims, in consequence of any incident to which the Town responds under this Agreement.
13. Without limiting the Town's obligation in section 8, the Town expressly agrees to indemnify and save harmless the Village and its insurers, officers and employees from any claims and demands for damages, loss or injury, as may be made against the Village by any person, including costs and expenses to defend such claims, on the grounds that the providing of animal control services by the Town under this Agreement makes the Village vicariously liable for the conduct of the animal control officer(s).
14. Each party shall maintain during the term of this Agreement a comprehensive General Liability and Errors and Omissions Insurance policy that provides coverage from actions, claims and demands for damages, loss or injury, howsoever arising from this Agreement.
15. Neither party may assign this agreement without the prior written approval of the other party, which consent may be arbitrarily or unreasonably withheld.
16. This agreement shall be governed according to the laws of Ontario.
17. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.

In witness whereof the parties have by the hands of their authorized signing officers signed this agreement as of the date first set out above.

THE CORPORATION OF THE TOWN  
OF SMITHS FALLS

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, Mayor

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, CAO/Clerk

THE CORPORATION OF THE VILLAGE  
OF MERRICKVILLE-WOLFORD

---

, Mayor

---

, CAO/Clerk

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

**WHEREAS** the Merrickville Public Library Board is composed of six (6) members appointed by the Municipal Council, five (5) being from Merrickville-Wolford including one Council member, and one (1) from Montague Township;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Merrickville Public Library Board for the 2022-2026 term:

1. Kait Brady
2. Jane Coghlan
3. Christopher Eyton
4. Charles Merredew

Carried / Defeated

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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

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: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

**WHEREAS** the Mayor is leading the coordination of the Canada day festivities for the Village of Merrickville-Wolford on July 1, 2023;

**AND WHEREAS** Council has included \$9500 tentatively in the draft 2023 Operating Budget for Canada Day festivities;

**AND WHEREAS** section 7.2 of the Procurement Policy explicitly states that individual members of Council have no spending authority;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the following:

1. Absorbing all costs for the following:
  - Eastons Corners food and entertainment = \$1000.00
  - Rental of bouncy castle & snow cone machine = \$520.00
  - Booking of RCMP Pipe Band = \$1200.00
  - Cost of RCMP Pipe Band lunch = approximately \$600.00
  - Booking of Shriners = \$500.00
  - Booking of Swords and Plowshares = \$600.00
  - Cost of required staff overtime = approximately \$333.00
  - Cost of food and live entertainment for Merrickville festivities = \$3000
2. Waiving all fees for the following:
  - Cost of Community Centre rental = \$200.00
  - Cost of fairground rental = \$500.00
  - Cost of Eastons Corners Centennial Hall = \$50.00

- Cost to apply for road closure permits = \$100.00

**AND BE IT ALSO RESOLVED THAT** Council does hereby waive provision 7.2 of the Village's Procurement Policy and does authorize the Mayor to spend the indicated amounts for the Canada Day festivities on July 1, 2023.

Carried / Defeated

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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: May 8, 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 receive the delegation of Mary Kate Laphen, Merrickville Public Library, regarding the 2022 Annual Report, for information purposes.

Carried / Defeated

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Michael Cameron, Mayor



# Annual Report 2022

## # BY THE NUMBERS 2022 Library Use

### Library Visits

↑ 51%

In Person: 11,600  
Zoom: 170

### Items Borrowed

Library Materials: 20,020  
InterLibrary Loans Borrowed: 700  
InterLibrary Loans Lent: 535  
eBooks: 8,725  
Kanopy Films: 1,420  
TOTAL Circulation: 31,400

↑ 27%

### Programs & Meetings

↑ 21% Programs/Meetings/Visits: 348  
↑ 15% Total Participants: 3,487  
from 2019 See p4-5

### Computer & Internet Use

↑ 4%

Library Computers: 620  
Wifi: 1,155  
TOTAL: 1,775

↑ 10%

Website Views: 16,780

### Library Members

↑ 51%  
↑ 41%

Individuals: 1,475  
Households/Grps: 695

Busiest Months: July & August

## Library Welcomes Back Community

While the Library has continued to serve the community throughout the pandemic, it was delightful to see use returning to pre-pandemic levels during 2022 and to welcome many new and lapsed members through our doors.

Although the first part of the year remained under the shadow of COVID, library visits, participation in programs, and, in particular, use of the meeting room by community groups, rose significantly as the year progressed.

The Library was active in working with our many community partners (see p2-3) in 2022; and started or expanded new initiatives, such as a partnership with the French Catholic school board that resulted in the expansion of our French children's collection, the introduction of a French language StoryTime program, and frequent class visits from École catholique Sainte-Marguerite-Bourgeoys.

The Seed Library also had a successful second year and added a new "Seedy Saturday" event. The Library hosted or participated in a number of other community events, including the ECO-Champions awards ceremony, the

Chamber of Commerce's new *Snowflake Festival*, and *Christmas in Merrickville*.

The Library was pleased to switch to high speed fiber optic internet service in 2022. Although use of library computers has dropped since the pandemic, the high speed connection is available for use by residents without home access.

The Library is also grateful for the community's financial support, including a generous \$5,000 donation from the RBC (see p7).

As the Library Board's term ends, they are proud of how the Library has adapted services through this challenging time, continuing to meet the needs of our communities and support municipal goals by contributing to the well-being of Merrickville-Wolford and Montague residents.

"This is a great place.  
There's always  
something going on"

— S.B.



Halloween Howl - see more inside!



# What's New in 2022

## Library Services Keep Evolving to Meet Community Demand

### New Collections

#### Decodable Books

Decodable books have a controlled phonics-based vocabulary to help new and struggling readers develop their skills and fluency. They are an excellent resource for readers with dyslexia or other reading challenges.

The Library added this new collection thanks to a grant from the International Dyslexia Association (IDA) Ontario and additional funding from the Merrickville Lions Club.

#### French Books & StoryTime

The Library received a huge donation of French books for children — including picture books, early readers, chapter books and graphic novels — from the Conseil des écoles catholiques du Centre-Est (CECCE).

The school board also helped introduce a new French language StoryTime program at the Library led by staff from École catholique Sainte-Marguerite-Bourgeoys.

### New Programs

#### More New Programs in 2022

- “Fitness for Your Aging Brain” (led by Deb Decairos)
  - classes following the video series for Ontario seniors
- Grief Journaling (run by Beth Donovan Hospice)
  - series teaching the therapeutic benefits of journaling
- Guided Meditation (run by Health Centre)
  - series of weekly guided meditation sessions
- Self-Publishing Workshop (led by Bruce Kemp)
  - advice and tips from local author/small publisher
- Art4Youth Workshops (led by local artists)
  - art workshops for tweens & teens

*Following along as a group adds a social element to this government-funded “brain fitness” initiative to support seniors’ mental & physical health*



### New Technology

#### High Speed Internet

Fiber optic Internet came to Merrickville in 2022, and the Library was delighted to be included in the catchment area for this service.

Thanks to donated funds for needed hardware and IT support, the Library is now able to offer free public access to a higher speed wireless connection for **personal devices, as well as on the Library’s computers**. Residents without high-speed home access can use the Library for better video calls, streaming and significantly faster downloads/uploads.

#### New Website

The Library got a new website in 2022! Redesigned to be more user-friendly and updated to improve accessibility, the site also sports a fresh new look. Users can **connect with the Library’s catalogue or e-collections** and sign up for email updates on new books and activities at

<https://merrickvillelibrary.ca>.





# Partnerships Enhance our Community

## Activities Support Engagement & Community Well-Being



### ECO-Champions

The Library partnered with local environmentalists on this new contest for kids, spearheaded by resident Robbie Gilles, to raise awareness of species-at-risk in Merrickville-Wolford and how to help.

2022 was the first year for this bilingual contest, and the Library was pleased to host the awards ceremony and display the entries through the summer.

Year 2 is already underway! The Library looks forward to displaying the 2023 entries. Find out more at:

[www.ecochampions.ca](http://www.ecochampions.ca)



ECO-Champions winners!

### Seed Library

2022 was the second year for the Seed Library—and the first Seedy Saturday seed & seedling exchange.

This joint project with Sustainable Merrickville-Wolford received funding from the Lions Club and seeds from local growers. Read more at:

<https://tinyurl.com/2s4jesre>



### Blockhouse Museum

Staff added to the Library's long-standing partnership with the Merrickville & District Historical Society in 2022 by acting as staff supervisor for the Blockhouse's summer students.

Without this assistance, the Historical Society would have been unable to open the Blockhouse this summer.



### Community Partners

- Merrickville & District Trails Society
- Sustainable Merrickville-Wolford
- Historical Society
- Chamber of Commerce
- Community Health Centre
- Beth Donovan Hospice
- CECCE
- Girl Guides
- Local Schools
- Merrickville Day Nursery School
- Merrickville Cooperative Playgroup
- Recreation Advisory Committee
- Christmas in Merrickville

### Community Events

The Library loves to participate in community events!

In 2022, the Library took green screen photos at *Christmas in Merrickville* and the **Firefighters' Halloween Party**.

The Library was also part of the Merrickville-Wolford & District Chamber of Commerce's first *Snowflake Festival* on Family Day. Over 125 people dropped by the Library for children's activities and family fun.



### Story Trail



The **Story Trail** (along the Woodland-Toboggan Hill Loop Trail) is a community favourite. This is a joint project with the **Merrickville & District Trails Society**.

See our Story Trail video:  
<https://fb.watch/3wglZ5jEcA/>





## In-Library Programs Are Back!

The Library was delighted to bring back more in-library programming as 2022 progressed—including both old favourites and new additions. Programs increase library use by families and children, promoting literacy and learning through play. The Library's in-person events also promote community well-being by encouraging engagement, social interaction, and life-long learning for both children and adults.

*'Fire trucks' is a popular theme at StoryTime, our most used program. StoryTime develops pre-literacy and motor skills through stories, songs, rhythm instruments & a craft. Thanks for the helmets, Merrickville Fire Dept!*



*The TD Summer Reading Club combines our very popular Prize Draw (kids earn tickets by reading books) with weekly crafts & activities—this year including a guided nature walk with Merrickville Bug Lady, Andrea Howard and an exciting demonstration of swords and sword-fighting by Omar Simonyi & Chris Chinkiwsky. We were glad to see participation in this program return to pre-pandemic levels in 2022.*



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



*The Library restarted our Art4Youth Workshops in memory of Brenda Carter with a summer painting workshop by Mary Loos and a fall one on cartooning by Graham Annable.*

*Thank you to our local artists for leading these workshops and to the Merrickville Legion for donating to this program.*

## Program Participation

Adult Programs:	46
Participants:	327
Zoom Programs:	10
Participants:	45
Kids Programs:	111
Participants:	1,161
Summer Reading Club:	109 kids
Class Visits (in Lib):	25
Class Visits (to Sch):	34
Total Participants:	973
Other Librarian Visits:	21
Participants:	344

## The Library Makes A Difference

### TD Summer Reading Club

*"Thank you so much for the program. It's kept my kids reading through the summer, without me making them do it." — L.P.*

*"I can't get over how much he's reading since it started. Now he can just pick up a book and read it. This is a great program". —K.Q.*

*This has made such a difference to my son. He is dyslexic and he made such progress in his reading this summer. He was so excited to be in the contest and win a prize... It's great to see him turning the pages willingly. Now he's not so far behind and can read books that are more interesting to him. - K.M.*

### & Other Programs

*"Thank you Merrickville Library and Andrea Howard [for the guided trail walk] - [My daughter] absolutely loved this!" — J.P.*

*"Thank you so much for the craft session! [My daughter] had a great time. You really make the library the place to be!" — V.C*

*Thank you for these [Halloween green screen photos] and for hosting an amazing [Halloween Howl] for the children. We appreciate the effort you put into weekly StoryTime and events like this. — R.K.*

## Children & Youth Programs

- StoryTime
- French StoryTime \*NEW
- Summer Reading Club
- Art4Youth Workshops
- Saturday Play Days \*NEW
- March Break Drop-Ins
- Halloween Howl
- ECO-Champions \*NEW

## Library Visits (to and from)

- Ecole Ste Marguerite Bourgeois
- Merrickville Public School
- Montague Public School
- Merrickville Day Nursery School
- Merrickville PlayGroup



*Off The Shelf - this evening program of literary selections for adult listeners hosted by Michael Phillips has been running since 2011.*

## Adult Programs

- Seed Library
- Off the Shelf
- Library Readers Book Club
- Fitness for your Aging Brain
- Meditation (Health Centre)
- Journaling (Hospice)
- Self-Publishing Workshops (Bruce Kemp)

## A Place to Meet

Community Groups made frequent use of the Library's meeting room in 2022. These included an ESL class for new Ukrainian residents and a new Girl Guide troop, as well as the Merrickville & District Trails Society, Agricultural Fair Board, Chamber of Commerce, Merrickville & District Historical Society, Theatre Night In Merrickville, Soccer Club, Run Merrickville, Scouting leaders, the Friends of the Library and more. Virtual meeting space is also available via Zoom.

### Ukrainian ESL Class

### Meeting Room Use

(by Community Groups)

Meetings (Lib): 80      Zoom Meetings: 21  
Participation: 510      Participation: 127

## Popular Services!

Use of the Library's eCollections rose again in 2022. Members love the convenience and wide selection.

### OverDrive

Use of the Library's OverDrive eBook / eAudiobook collection jumped 14% with the addition of eMagazines.

Visit:  
[odmc.overdrive.com](http://odmc.overdrive.com)



### Kanopy Film Collection

Use of our Kanopy film streaming collection grew by 33% in 2022. Kanopy includes 30,000+ indie, foreign and award-winning films, documentaries, and children's content.

Visit: [merrickvillelibrary.kanopy.com](http://merrickvillelibrary.kanopy.com)



### Museum Passes & MAPsacks!

The Library partners with area museums to lend family passes to the community.

- Agriculture Museum
- Canadian Museum of History
- Museum of Nature
- National Gallery of Canada
- Space & Aviation Museum
- Science & Technology Museum
- War Museum



The Library lends MAPsack (Movement And Play) backpacks with stories, nature guides & more - plus a family park pass - to encourage families to go outside, explore and move! This award-winning initiative of the Lanark, Leeds & Grenville Healthy Community Partnership promotes healthy living.



### Accessible Services

The Library partners with the Centre for Equitable Library Access to provide materials for members with print disabilities.

## Services @ Your Library

- Books - for all ages!
- AudioBooks
- eBooks & eAudiobooks
- Magazines & eMagazines
- DVDs
- Kanopy Film Streaming
- eResources
- Jigsaw Puzzles
- Large Print Books
- CELA Talking Books
- Accessible Services
- Genealogy
- Local History
- InterLibrary Loan
- Meeting Room
- Museum Passes
- MAPsacks
- Computers & Internet
- Wireless access 24/7
- MS Office software
- Scanner, Printing, Copying, Fax





## A Little Help from Our Friends!

The Friends of the Library organized a raffle fundraiser in 2022 to support the Library's Kanopy film streaming subscription, which the group has sponsored since 2019. Gyn Wylie, a long-standing Friend and library volunteer, created a beautiful book-themed lap quilt for the raffle, which raised over \$1,700.

The Friends were able to bring back their popular annual plant sale and yard sale fundraisers, in addition to used book and DVD sales. The Friends contributed \$4,100 to the Library in 2022 to sponsor the OverDrive ebook collection, online reference e-resources, DVD pool, programs for children and adults, the Library's Zoom account, and the new Square e-payment terminal, in addition to Kanopy.



## Friends of the Library QUILT RAFFLE

*The Board thanks the Friends of the Library  
for all they do to support the Library.*



*Thank You to the Lions Club  
for supporting these projects!*

**Decodable Book Collection  
Seed Library  
Story Trail  
ECO-Champions**

*& Donating our beautiful  
Library building!*



## The Library Makes a Difference

Valued Services

*"It's always such a joy to come in here" — L.D.*

*"Thank you so much for all your support to the Book Club,,, [and] for all the wonderful innovations for the Library". — M.W.*

*"[Seedy Saturday] was a real success. There must have been 100 people here." — H.G.*

*"I would be lost lost lost without libraries." — P.R. [from Facebook]*

*"I've been saying to friends that it's the Library that's kept a lot of us going through this [pandemic]." - G.S.*

*"I don't know what we would have done without your porch pick-up during the lockdowns." — C.B.*

What Visitors Say

*"I think this is the most beautiful Library I've ever seen".*

*"I've never seen a Library in a building like this. It's so nice. It makes me want to move to Merrickville."*

## 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, setting up displays and assisting in many ways.

Our volunteers have been supportive and enthusiastic in assisting staff through the pandemic. Their contribution allows the Library to provide our current high level of service without additional staff.

## Our Volunteers

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

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



## Thank You Donors!

The Board is very grateful to those who make donations to the Library. Many of these donations are used directly to sponsor books, supplies/equipment, programs or other administrative needs. In 2022, donations were used for our new website and switch to high speed internet.

The Library Board sincerely thanks all our donors for their generosity!

The Library was surprised and grateful to receive a \$5,000 donation from the RBC as part of their Corporate Citizenship and Social Impact initiative.

These funds will be used to **update the Library's computer technology** in 2023.

**Thank You RBC!**

## Provincial Funding



The Library receives 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.

Library Operating Grant	\$5,096
Internet Funding	\$ 696
InterLibrary Loan Postage	\$1,142

## Library Board Wraps Up Term in 2022

The Library Board wraps up an **'unprecedented' term in 2022**. Rather than the expected creation of a new strategic plan, the Board faced the challenges of a pandemic, extensive repair work needed on the Library building, and managing the Library's reserve.

The Library Board supported staff as they adapted library services to meet the changed conditions brought on by the pandemic. In addition, much of the Board's was taken up by the building's needed exterior work (pending since 2019). Despite the difficulties of contractor shortages, rising materials costs, and funding the work, the Board was pleased to see some of the outstanding projects completed (repairs to the roof and exterior walls), as well as dealing with new issues (such as the collapse of the back deck and a raccoon infestation). Recognizing their lack of expertise in managing exterior maintenance on a municipal building, the Board initiated a discussion with Council regarding the municipality taking over this responsibility for the future.

In 2022, the Board moved forward on the management of the Library's reserve to enhance fiscal sustainability. These funds (received from a bequest and from donations by a very generous patron) were used to create the Merrickville-Wolford Public Library Fund as part of the Ottawa Community Foundation, which the Board hope will grow through future donations. This term endowment fund will generate annual income, starting in 2024, that

the Board can use for services, collections, equipment/software, and interior work on the Library, while still retaining the principal for future larger scale plans.

The Board was also pleased to complete an updated Accessibility Plan in 2022.

(See it at: <https://tinyurl.com/5n9yu7fm>)



The newly appointed Board will be looking forward to completing the agreement with the municipality regarding the building and to developing a new strategic plan for the Library in this next term. The Board will continue to oversee Library operations ensuring staff provide excellent customer service to support the well-being of the community. This contributes to Merrickville-Wolford's strategic goal of Efficient, Effective Services and Civic Engagement and to Montague's mission to work together to provide services to build and support the community.

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



## Library Board Members 2019-2022

*Thank you to the Members of  
2019-2022 Library Board for all  
you have done to enhance  
library service in our community*

John Harris  
Brian Reid  
Carole Roberts  
Victor Suthren  
Timothy Molloy  
Council Representative  
Wendy Simpson-Lewis (2019-21)  
Colleen Perkins (2021-22)  
Montague Representative

### And Your Staff ...

Mary Kate Laphen, CEO  
Linda Purvis-Carriveau



*"I just wanted to say  
that you and the Village  
are doing a great job  
with this Library.  
It's a real asset to the  
town." — M.H.*



# Merrickville Public Library 2022 Financial Summary

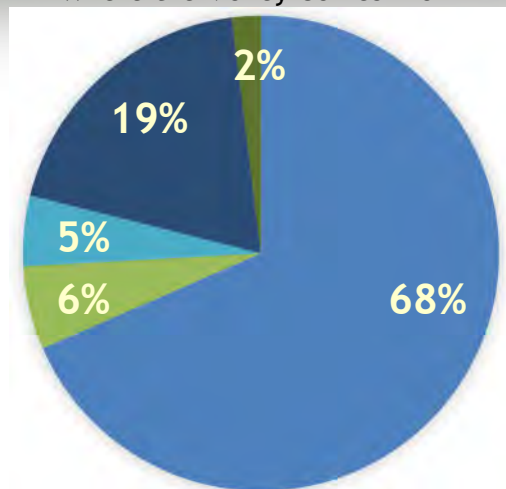
Note: Financial data is not yet final

## Operating Revenue

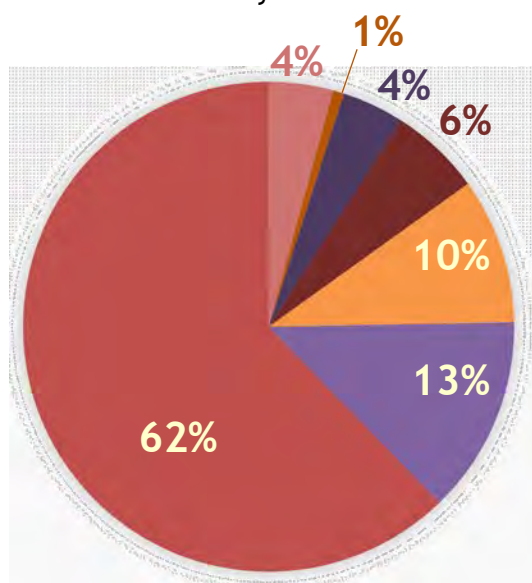
Merrickville-Wolford Grant	\$99,000
Montague Grant	\$8,200
Provincial Grants (see p7) (Operating grant, Internet & ILL funding)	\$6,934
Donations & Special Grants (incl Friends of Library, RBC)	\$27,658
In-Library Revenue (incl bank interest)	\$2,834

**TOTAL Revenue** **\$144,626**

Where the Money Comes From



Where the Money Goes



## Operating Expenses

<b>Staffing</b> (includes professional development)	<b>\$87,413</b>
<b>Facilities</b> (utilities, cleaning, maintenance)	<b>\$18,332</b>
<b>Collections</b> (books, eresources, pools)	<b>\$13,515</b>
<b>Administration, etc.</b>	<b>\$8,433</b>
<b>Computer/Internet</b> (incl equipment & IT support)	<b>\$5,772</b>
<b>Programs</b> (incl Seed Library & Story Trail)	<b>\$1,019</b>
<b>Deferred to 2023:</b> (incl RBC, Seed Lib)	<b>\$5,949</b>

**TOTAL Expenses** **\$140,433**

**Surplus/Deficit** **\$4,193**

## Capital Revenue

Municipal Building Grant	\$3,000
Library Surplus	
<b>Total Capital Revenue</b>	<b>\$3,000</b>

## Capital Expenses

Bldg Exterior - Roof	\$534
Bldg Exterior - Roof	[\$6,667] rescheduled to 2023
<b>Total Capital Expenses</b>	<b>\$534</b>
<b>Deferred to 2023</b>	<b>\$2,466</b>



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: May 8, 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 Minutes of the regular Council meeting of April 24, 2023, as

\_\_\_\_\_ circulated.

\_\_\_\_\_ amended.

Carried / Defeated

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

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

Monday, April 24, 2023, 7:00 p.m.

**Chaired by:** Mayor Michael Cameron  
**Members of Council:** Deputy Mayor Anne Barr  
Councillor Margaret Gural  
Councillor Stephen Ireland  
Councillor Ronnie Maitland

**Staff in Attendance:** Doug Robertson, CAO/Clerk  
Kirsten Rahm, Manager, Finance/ Treasurer  
Brad Cole, Manager, Operations/ Fire Chief

**Guests:** Calvin Medynski, Seaway Surge  
Tim Hamilton, Seaway Surge

**IMPORTANT NOTICE:** This meeting was held in person and was open to the public in the Council Chambers. It was recorded and livestreamed electronically on the “Village of Merrickville-Wolford” YouTube Channel accessible by clicking [here](#).

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

**Approval of Agenda**

**R-144-23** Moved by Deputy Mayor Barr, Seconded by Councillor Ireland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the regular Council meeting of April 24, 2023, as circulated.

Carried.

**Minutes**

**R-145-23** Moved by Councillor Gural, Seconded by Councillor Maitland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special Council meeting of November 26, 2022, as circulated.

Carried.

**R-146-23** Moved by Councillor Ireland, Seconded by Councillor Gural  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the regular Council meeting of April 11, 2023, as amended.

*(Note: The minutes of the regular meeting of April 11 were amended to approve the in-kind requests from the Chamber of Commerce for a total of \$1000 value and Theatre Night in Merrickville for a total of \$1500 value for the Community Grant allocations.)*

Carried as amended.

**R-147-23** Moved by Councillor Gural, Seconded by Councillor Maitland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special Council meeting of April 13, 2023, as circulated.

Carried.

**R-148-23** Moved by Councillor Maitland, Seconded by Councillor Gural  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Minutes of the special Council meeting of April 18, 2023, as circulated.

Carried.



## Delegations

### R-149-23

Moved by Councillor Maitland, Seconded by Deputy Mayor Barr

#### **Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Calvin Medynski, Seaway Surge Baseball Club Inc., regarding the disposition of the Merrickville baseball diamond and possible partnership with the Seaway Surge to facilitate improvements, for information purposes.

Carried.

**Note:** Council gave verbal direction to staff to have everything ready at the ball diamonds for the beginning of the season and directed staff to have a conversation with Seaway Surge to look into a partnership. Council inquired if Seaway Surge would consider contributing 40% to the replacement of the ball diamond lights.

## CAO

### R-150-23

Moved by Deputy Mayor Barr, Seconded by Councillor Ireland

#### **Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Services Agreement between Ontario Clean Water Agency (OCWA) and the Corporation of the Village of Merrickville-Wolford, for information purposes; and

**That** Council does hereby approve the Services Agreement and does direct the CAO/Clerk and the Mayor to sign and execute the agreement.

Carried.

### R-151-23

Moved by Deputy Mayor Barr, Seconded by Councillor Maitland

#### **Be it hereby resolved that:**

**WHEREAS** the Terms of Reference for the Committee of Adjustment, attached as Schedule A to By-law 26-2019, states that the composition of the Committee may be not fewer than three (3) persons from the Municipality, and has one (1) Council Liaison appointed annually by Council and the Mayor being a member as ex-officio;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Committee of Adjustment for the 2022-2026 term:

1. Rory Blaisdell
2. David Manders
3. Jack Springer

Carried.

### R-152-23

Moved by Councillor Gural, Seconded by Councillor Ireland

#### **Be it hereby resolved that:**

**WHEREAS** the Terms of Reference for the Property Standards Committee, attached as Schedule A to By-law 24-2019, states that the composition of the Committee may be not fewer than three (3) persons from the Municipality, and has one (1) Council Liaison appointed annually by Council and the Mayor being a member as ex-officio;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Property Standards Committee for the 2022-2026 term:

1. Rory Blaisdell
2. Dan Breithaupt
3. Tanya Prinsep

Carried.

### R-153-23

Moved by Councillor , Seconded by Councillor

#### **Be it hereby resolved that:**

**WHEREAS** the Merrickville Public Library Board is composed of six (6) members appointed by the Municipal Council, five (5) being from Merrickville-Wolford including one Council member, and one (1) from Montague Township;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Merrickville Public Library Board for the 2022-2026 term:

- 1. Kait Brady
- 2. Jane Coghlan
- 3. Christopher Eyton
- 4. Charles Merredew

**Note:** There was no mover and seconder for this motion, so as such, the resolution was not carried.

**R-154-23** Moved by Deputy Mayor Barr, Seconded by Councillor Ireland

**Be it hereby resolved that:**

**WHEREAS** section 27 (4) of the *Police Services Act* states that “the board of a municipality whose population according to the last enumeration taken under section 15 of the Assessment Act does not exceed 25,000 shall consist of,

- a) The head of the municipal council or, if the head chooses not to be a member of the board, another member of the council appointed by resolution of the council;
- b) One person appointed by resolution of the council, who is neither a member of the council nor an employee of the municipality; and
- c) One person appointed by the Lieutenant Governor in Council.”;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Police Services Board for the 2022-2026 term:

- 1. Kevin Davidson

Carried.

**R-155-23** Moved by Councillor Maitland, Seconded by Councillor Gural

**Be it hereby resolved that:**

**WHEREAS** the Terms of Reference for the Heritage & Planning Advisory Committee, attached states that the composition of the Committee will be nine (9) members, and has one (1) Council Liaison appointed by Council and the Mayor being a member as ex-officio;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Heritage & Planning Advisory Committee for the 2022-2026 term:

- 1. Dan Breithaupt
- 2. Nathalie Desrosiers
- 3. Christopher Eyton
- 4. Jane Graham
- 5. Tanya Prinsep
- 6. Donna Ross
- 7. Omar Simonyi
- 8. Kim Weedmark
- 9. Rory Blaisdell

Carried.

**R-156-23** Moved by Councillor Gural, Seconded by Deputy Mayor Barr

**Be it hereby resolved that:**

**WHEREAS** the Terms of Reference for the Community Wellness & Environmental Advisory Committee, attached states that the composition of the Committee will be nine (9) members, and has one (1) Council Liaison appointed by Council and the Mayor being a member as ex-officio;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following members to the Community Wellness & Environmental Advisory Committee for the 2022-2026 term:

- 1. Peter Cornelisse

- 2. Donna Daw
- 3. Janice Ife
- 4. Paul Marriott
- 5. Deanna Perry

Carried.

**Note:** Council directed staff to put an additional call out for volunteers for the Community Wellness & Environmental Advisory Committee.

**R-157-23** Moved by Deputy Mayor Barr, Seconded by Councillor Ireland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following Council member to the Committee of Adjustment for the 2022-2026 term:

- 1. Ronnie Maitland

Carried.

**R-158-23** Moved by Councillor Maitland, Seconded by Councillor Gural  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following Council member to the Property Standards Committee for the 2022-2026 term:

- 1. Anne Barr

Carried.

**R-159-23** Moved by Councillor Maitland, Seconded by Deputy Mayor Barr  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following Council member to the Merrickville Public Library Board for the 2022-2026 term:

- 1. Margaret Gural

Carried.

**R-160-23** Moved by Councillor Ireland, Seconded by Councillor Maitland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following Council member to the Heritage & Planning Advisory Committee for the 2022-2026 term:

- 1. Anne Barr

Carried.

**R-161-23** Moved by Councillor Gural, Seconded by Deputy Mayor Barr  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint the following Council member to the Community Wellness & Environmental Advisory Committee for the 2022-2026 term:

- 1. Ronnie Maitland

Carried.

**R-162-23** Moved by Councillor Gural, Seconded by Councillor Ireland  
**Be it hereby resolved that:**  
**WHEREAS** the Rideau Valley Conservation Authority (RVCA) requires one (1) member of Council to be appointed to the RVCA Board of Directors;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint Anne Barr as the Municipal Representative to the Rideau Valley Conservation Authority Board of Directors.

Carried.

## Finance

### R-163-23

Moved by Deputy Mayor Barr, Seconded by Councillor Ireland

**WHEREAS** Council directed staff on Tuesday, April 18, 2023, to bring back a draft 2023 budget reflecting a 1.9% tax increase compared to 2022; and

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the final draft 2023 Operating and Capital Budget for information attached as Schedule “A”; and

**That** Council approves the budget in principle as the final draft 2023 Operating and Capital budget; and

**That** Council directs the Treasurer to proceed with a public consultation with the Treasurer’s presentation on Thursday, April 27 at 6:00 p.m. to be communicated on the Village’s website and Facebook page; and

**That** Council directs the Treasurer to bring the final draft of the 2023 Operating and Capital budget to the May 8<sup>th</sup> regular meeting for approval.

Carried.

## Notices of Motion

### R-164-23

Moved by Deputy Mayor Barr, Seconded by Councillor Gural

**Be it hereby resolved that:**

**WHEREAS** Council adopted a schedule of meetings for 2023 as per Resolution R-306-22 which included only one meeting per month during the summer; specifically June 26<sup>th</sup>, July 24<sup>th</sup>, and August 28<sup>th</sup>;

**AND WHEREAS** Council modified the schedule of meetings for 2023 as per Resolution R-050-23 to eliminate meetings on the fourth Monday of each month which, as a result, includes specifically June 26<sup>th</sup>, July 24<sup>th</sup>, and August 28<sup>th</sup>, 2023;

**AND WHEREAS** the intent of R-050-23 was that Council shall meet once a month;

**NOW THEREFORE BE IT RESOLVED THAT** Council modifies the current 2023 meeting schedule to include the following dates which are the second Monday of the months of June, July, and August:

- June 12<sup>th</sup>, 2023
- July 10<sup>th</sup>, 2023
- August 14<sup>th</sup>, 2023

*(Note: Council waived the rules of the Procedure By-law to add the motion to amend to the agenda. Councillor Ireland moved a motion to cancel the proposed August 14<sup>th</sup> meeting which was defeated. The motion stands as read.)*

Carried.

## Deferred Items

None.

## Public Question Period to Council

None.

## In-Camera

### R-165-23

Moved by Councillor Ireland, Seconded by Councillor Gural

**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 8:35 p.m. under Section 239 (2) of the *Municipal Act, 2001*, as amended, to address matters pertaining to:

1. Personal matters about an identifiable individual, including municipal or local board employees.

- 2. Labour relations or employee negotiations.
- 3. A proposed or pending acquisition or disposition of land by the municipality or local board.

Carried.

**Rise and Report**

**R-166-23** Moved by Councillor Gural, Seconded by Councillor Maitland  
**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 9:24 p.m.

Carried.

**R-167-23** Moved by Deputy Mayor Barr, Seconded by Councillor Ireland  
**Be it hereby resolved that:**  
The Council of the Corporation of the Village of Merrickville-Wolford does hereby direct the CAO/Clerk to decline the offer to purchase municipal lands as described in Report CAO-IC-01-2023 and discussed by Council in the Closed session held on Mon April 24, 2023.

Carried.

**Confirming By-Law**

**R-168-23** Moved by Councillor Maitland, Seconded by Councillor Gural  
**Be it hereby resolved that:**  
By-law 25-2023, being a by-law to confirm the proceedings of the regular Council meeting of April 24, 2023, be read a first and second time, and that By-law 25-2023 be read a third and final time and passed.

Carried.

**Adjournment**

**R-169-23** Moved by Councillor Maitland, Seconded by Councillor Gural  
**Be it hereby resolved that:**  
This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 9:25 p.m. until the next meeting of Council on Monday, May 8, 2023 or until the call of the Mayor subject to need.

Carried.

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

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

Resolution Number: R - - 23

Date: May 8, 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 receive correspondence from Vicki Graham, TNIM Fundraising Co-Chair, regarding a request to issue a letter to the Ontario Trillium Foundation documenting the Village's commitment to renewing the existing lease for at least five years for the purposes of a Capital Grant application, for information purposes.

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

Carried / Defeated

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Michael Cameron, Mayor

**From:** Michael Cameron <[mayor@Merrickville-wolford.ca](mailto:mayor@Merrickville-wolford.ca)>

**Sent:** Friday, May 5, 2023, 12:46 p.m.

**To:** Doug Robertson <[cao@Merrickville-wolford.ca](mailto:cao@Merrickville-wolford.ca)>; Stephen Ireland <[ireland@Merrickville-wolford.ca](mailto:ireland@Merrickville-wolford.ca)>; Margaret Gural <[gural@Merrickville-wolford.ca](mailto:gural@Merrickville-wolford.ca)>; Ronnie Maitland <[maitland@Merrickville-wolford.ca](mailto:maitland@Merrickville-wolford.ca)>; Anne Barr <[barr@Merrickville-wolford.ca](mailto:barr@Merrickville-wolford.ca)>

**Cc:** Helen Steenburgh [REDACTED]; Janet Leppard [REDACTED]; Vicki Graham [REDACTED]

**Subject:** Re: Theatre Night in Merrickville Lease Agreement

Doug, could you please include this ask from TNIM, for discussion on Mondays May 8th agenda, I will seek council's approval to amend the agenda and include this request, thank you.  
Michael

Michael Cameron

Mayor

Village of Merrickville-Wolford

[mayor@merrickville-wolford.ca](mailto:mayor@merrickville-wolford.ca)

o. 613-269-4791 x281

c. 613-299-7705



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**From:** Vicki Graham [REDACTED]

**Sent:** May 5, 2023 12:18 PM

**To:** Michael Cameron <[mayor@Merrickville-wolford.ca](mailto:mayor@Merrickville-wolford.ca)>; Julia McCaugherty-Jansman <[deputyclerk@Merrickville-wolford.ca](mailto:deputyclerk@Merrickville-wolford.ca)>; Doug Robertson <[cao@Merrickville-wolford.ca](mailto:cao@Merrickville-wolford.ca)>; Stephen Ireland <[ireland@Merrickville-wolford.ca](mailto:ireland@Merrickville-wolford.ca)>; Margaret Gural <[gural@Merrickville-wolford.ca](mailto:gural@Merrickville-wolford.ca)>; Ronnie Maitland <[maitland@Merrickville-wolford.ca](mailto:maitland@Merrickville-wolford.ca)>; Anne Barr <[barr@Merrickville-wolford.ca](mailto:barr@Merrickville-wolford.ca)>

**Cc:** Helen Steenburgh [REDACTED]; Janet Leppard [REDACTED]

**Subject:** Theatre Night in Merrickville Lease Agreement

Hello Councillors and Staff of Merrickville-Wolford

As you are aware, Theatre Night in Merrickville (TNIM) has been working diligently to raise funds to buy a "starter kit" of LED lights, control board, and related dimmers and cables. It is an expensive venture and since starting in March, we are more than halfway to our \$25K goal (including your generous "in-kind" support).

The Ontario Trillium Foundation (OTF) has just opened their annual Capital Grant Application, to which we will be applying. One of the requirements is *proof of a five-year lease agreement*. TNIM's last

agreement was for 10 years signed in 2016, which means that an end date of 2026, would not qualify for the OTF requirements.

We were hoping that the Municipality would be able to issue a letter to the Ontario Trillium Foundation **documenting your commitment to renew the existing lease for at least five years.** We would send that to OTF with our existing lease agreement, and that would fulfill their application requirement. As we have been a Lessee in good standing for over 40 years, we trust that this request will be granted.

The deadline for the Capital Grant is **June 14, 2023.** As this is a time sensitive matter, could you please place this on your docket for discussion and approval as quickly as possible?

Should you have any questions or concerns, please feel free to contact me. Your consideration and assistance in this matter is greatly appreciated.

Regards  
Vicki Graham  
TNIM Fundraising Co-Chair  
613-295-2810



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

**BY-LAW NO. 23 – 16**

**BEING** a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Municipality" **AND** Theatre Night in Merrickville hereinafter called "TNIM"

**WHEREAS** section 9(3) of the New Municipal Act, 2001, as amended, does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

**WHEREAS** the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to enter into an agreement with TNIM in order to provide space to TNIM at the Merrickville Memorial Community Centre

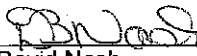
**AND WHEREAS** the Council of the Corporation of the Village of Merrickville – Wolford and TNIM have negotiated an agreement

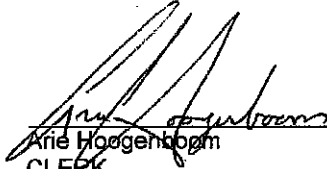
**NOW THEREFOR** the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

- 1) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the agreement – attached as Schedule 'A' – with TNIM.

**READ** a first and second time this 12<sup>th</sup> day of September, 2016

**READ** a third and final time and passed this 12<sup>th</sup> day of September, 2016

  
\_\_\_\_\_  
David Nash  
MAYOR

  
\_\_\_\_\_  
Arie Hoogenboom  
CLERK

**Schedule "A"**

**By-Law 23 - 16**

**Lease agreement**

This lease agreement made in duplicate this 12<sup>th</sup> day of September 2016 between:

The Corporation of the Village of Merrickville-Wolford Herein called the "Landlord"  
Of the First Part

**And**

Theatre Night in Merrickville (TNIM) hereinafter called the "Tenant"  
Of the Second Part

**WHEREAS** the Landlord does own the Merrickville Memorial Community Centre (hereinafter the "Centre"), situated at 106 Read Street

**AND WHEREAS** the Landlord does wish enter into a 10-year lease-agreement with TNIM for the non-exclusive second floor space and for the exclusive use of a proposed sound booth space

**AND WHEREAS** the TNIM does wish to enter into such a lease-agreement with the Landlord

**NOW THEREFOR** the party of the First Part and the party of the Second Part mutually covenant and agree to the description, covenants, terms and conditions as follows:

**1. The Landlord shall:**

- a) Provide one space in the form of the 2<sup>nd</sup> floor of the Centre. Said area is not for the exclusive use of the Tenant. This space will include new storage space, as per designs presented to council, which will be for the exclusive use of the Tenant.
- b) Provide one space in the form of a new sound booth in the Main Hall of the Centre. Said booth is for the exclusive use of the Tenant.
- c) Install the lock to the two spaces, and provide two keys for each space to the Tenant.
- d) Keep the building and premises in a good state of repair, sufficiently maintained including garbage, grass cutting, and snow removal from the parking area.

- e) Provide for cleaning (except sound booth), heating, electricity and air conditioning.
- f) Allow the furniture currently in the leased 2<sup>nd</sup> floor meeting room to remain, or to remove or allow it to be removed at the request of TNIM and subject to the ownership of the furniture by any other group.
- g) Permit the Tenant to supply any furniture, appliances and/or equipment needed for its purposes, and agree that the Tenant shall retain ownership of any such items.
- h) Provide its own general insurance of the building, including the lease area for any person permitted to use the area who is not a member of TNIM or actively engaged in a TNIM approved activity.
- i) Not assume or provide any responsibility whatsoever for accidents, thefts, or any form of liability either corporately or severally during TNIM activities. The Landlord will assume its normal responsibility for accidents, thefts or any form of liability either corporately or severally when the space is used for non TNIM activities.

2. The Tenant shall:

- a) By this agreement acknowledge that any and all previous agreements for the 2<sup>nd</sup> floor space inside the Centre either written or verbal are, from the date of this agreement, null and void.
- b) If successful in seeking an Ontario 150 Community Capital Grant, proceed with renovation of the leased spaces, including the construction of a 'sound booth' as presented to the Landlord at a special meeting of Council on August 8 2016
- c) Obtain any permits required with respect to the proposed renovations.
- d) Acknowledge that: the premises are granted in an "as is" condition; and, the Tenant was given an opportunity to inspect the lease area, and hereby acknowledges that it is suitable for its purpose.
- e) Maintain the leased premises in an orderly fashion, and will indemnify and hold harmless the Landlord for any losses of TNIM property kept in the leased spaces.

- f) Use the leased spaces for TNIM purposes only and for no other purpose without the prior consent of the Landlord.
- g) Supply any furniture, appliances and/or equipment needed for its purposes, and shall retain ownership of any such equipment.
- h) Obtain approval from the Landlord before any major alterations to the premises following completion of the renovations undertaken as part of the Ontario 150 Community Capital grant shall occur.
- i) Permit the Landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.
- j) Not hinder other renters making use of the Centre or other adjacent facilities.
- k) Publicly acknowledge in their programme that the Landlord is a supporter of TNIM.
- l) Be liable for and save harmless the Landlord from and against all claims, demands, causes of action, losses, damages expenses and costs whatsoever, for any injury, loss or damage to any person or property arising out of or resulting directly or indirectly from the use of the leased area for any TNIM or TNIM approved activity.
- m) Provide and maintain its own contents insurance and liability insurance at its expense.


3. Both parties further agreed that:

- a) This agreement shall run for a term of 10 years, commencing January 1, 2017 and ending on December 31, 2027.
- b) This agreement shall automatically be renewed from year to year following 2027 with the same terms and conditions unless and until either party gives the other forty-five (45) days notice in writing to terminated or renegotiate this agreement.
- c) The Tenant shall pay one dollar (\$1.00 per year) for each year of the lease, receipt by the Landlord is hereby acknowledged. To be reconsidered by both parties upon the

next lease agreement renewal. This amount is in acknowledgment of both the value that TNIM provides to the community of Merrickville-Wolford, and to the significant contribution TNIM is making to upgrading the rental spaces.

- d) The parties to this agreement shall not assign or sublet the whole or any part of the leased space (excluding sound booth) without the consent of the other party, such consent not to be unreasonably refused. The Tenant shall permit the use of the space (excluding sound booth) by any public group at a time that does not conflict with their scheduled use, and the Landlord shall confirm a schedule of alternate use with the Tenant before allowing others to use the space (excluding sound booth).
- e) Subject to negotiations regarding specific terms, the Tenant may lease or allow the use of the sound booth with the supervision of a lighting/sound technician authorized by the Tenant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE FOR TENANCY, SIGNED, SEALED AND DELIVERED THIS 12 DAY OF September 2016

  
Mayor

  
TNIM President

  
CAO/Clerk

  
TNIM Director

Theater Night in Merrickville:	25 % of Gross receipts.	
Centennial Hall, Easton's Corners	\$ 50.00	\$ 50.00
<u>Fees Per Person, Per Event (Not for Profit) :</u>		
Seniors Exercise Group	\$ 1.00	\$ 1.00
Mothers and Children Play Group	\$ 1.00	\$ 1.00
Community Youth Groups (Scouts etc)	\$ 1.00	\$ 1.00
Centennial Hall – Easton's Corners	\$ 50.00	\$ 50.00
Community Group Meetings (Merrickville Recreation Association, Wolford Play Structure Group)	no charge	no charge

#### **Streets and Roads.**

Entrance Culverts:	\$ 900.00
New Entrance (no culvert):	\$ 500.00
Calcium Flake:	\$ 20.00 per 40 Kg Bag
	\$ 100.00 spread
Property Number Signs:	\$ 75.00
Road Cut Permits:	\$ 50.00

#### **Fire Department.**

Reports	\$ 50.00
Inspections	\$ 50.00
Failure to Install a Smoke Detector	\$ 125.00

#### **Extraordinary Expenses**

If Fire and Emergency Services respond to a motor vehicle incident, or other emergency at any property in the Village of Merrickville-Wolford and determine or the Fire Chief or designate determine that it is necessary to retain a private contractor, rent special equipment not normally carried on a fire apparatus, use more materials than are carried on a fire apparatus in order to suppress or extinguish a fire, preserve property or prevent a fire from spreading or otherwise control and eliminate an emergency the owner shall be charged for those expenses incurred plus applicable taxes.

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

Council does hereby receive report PW-04-2023, being a report regarding Blue Box Transition to Producer (Circular Materials Ontario) responsibility;

**AND THAT** Council does hereby direct staff to move forward with the opt-in option for the new recycling program, meaning the Village will continue to administer the program for CMO as a contractor to CMO for both curbside and depot recycling;

**AND THAT** Council does hereby direct the CAO to sign the contract to allow staff to continue with the opt-in model to maintain service levels during the transition period and become a contractor to CMO.

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

Carried / Defeated

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Michael Cameron, Mayor



## Village of Merrickville-Wolford

Report PW-04-2023  
Public Works Department  
Date to Council: May 8, 2023  
Information Report to Council

### RE: Recycling Transition Report

**OBJECTIVE:** To provide Council with an update of the province's new recycling program for Municipalities for information purposes, and to receive direction from Council on the preferred option for recycling services in the Village.

### **RECOMMENDATION:**

**THAT: Council does hereby receive report PW-04-2023, being a report regarding Blue Box Transition to Producer (Circular Materials Ontario) responsibility.**

**AND THAT: Council does hereby direct staff to move forward with the opt in option for the new recycling program meaning the Village will continue to administer the program for CMO as a contractor to CMO for both curbside and depot recycling.**

**AND THAT: Council does hereby direct the CAO to sign the contract to allow staff to continue with the opt in model to maintain service levels during the transition period and become a contractor to CMO.**

### **BACKGROUND:**

On August 15, 2019, the Minister of the Environment, Conservation and Parks issued a letter directing Stewardship Ontario to develop a plan to transition the Blue Box program to full producer responsibility by 2026, and subsequently end Stewardship Ontario as an organization.

This report is to update Council on the October 1, 2023, Blue Box program transition for the Village and to advise on the options Council has during the transition and post transition period.

At the regular meeting of Council on March 8, 2021, Council received report PW-02-2021, being a report to outline the current recycling program within Merrickville-Wolford and to provide recommendations by staff. Council directed staff to continue to contract recycling services to Limerick Environmental Services Ltd. until the producer-based program takes effect in 2026, with Merrickville-Wolford slated for an October 1, 2023, rollout.



The Ministry of Environment, Conservation and Parks (MECP) formerly initiated the timeline wind-down from the current model, producer funded Blue Box program and transitioning to a new funding model under Ontario Regulation (391/21). The new regulation transitions Blue Box recycling programs from municipal responsibility (i.e., collection is provided by the municipality), to a total producer (100% PRO) funded responsibility system in 2026. The regulation was passed in Spring of 2021. The transition period is scheduled between 2023 and the end of 2026. This period will bridge the gap for the producers (PROs) to be able to secure their own assets and implement the new required additions to the program. This program will continue the status quo for the period between October 1, 2023, and 2026 until full transition and (100%) producer responsibility takes place.

### **Opt In Model**

The opt in model would mean that the Municipality would be a contractor to Circular Materials Ontario (CMO), and we would still organize the recycling pickup for both curbside and depot until the full transition takes over in 2026. This would allow the Municipality to have control over the program and continue to keep the recycling drop off at the depot.

### **Opt Out Model**

The opt out model would have Circular Materials Ontario (CMO) take over the recycling program for both curbside and the depot. This would mean the Municipality would have to completely step back and allow (CMO) to completely control the contracts with their own contractors and potentially remove the depot drop off and move to a more centralized location.

The transition starts in 2023, and Merrickville-Wolford is in the group of municipalities scheduled for October 1, 2023, transition period. Circular Materials Ontario (CMO) wants to determine whether the municipality wants to opt in or opt out. The decision to opt in means the municipality will contract with CMO to administer the blue box program on CMO's behalf as a contractor to CMO and including the subsequent promotional and education efforts. This option means the municipality will continue to contract with our current contractor for recycling pickup on a month-to-month basis, or if Council wishes, staff could approach our current contractor for a 3-year contract to provide both services instead of the month-to-month model.

Rural residents drop off recycling at the landfill site at designated bins that are subsequently transferred to Brockville Waste Management by Limerick Environmental. The new model that has been offered to Merrickville-Wolford is the (opt-in or opt-out) option.

This new program applies to residential and other eligible sources including schools, long term care and retirement homes, and excludes ineligible sources such as IC&I (industrial, commercial, and institutional and places of worship) locations from funding. The transition period for Merrickville will take place October 1, 2023, to work towards the full producer responsibility for the eligible sources. This means that all commercial and industrial materials that are currently picked up curbside or brought to the depot will continue to be allowed but will be charged back to the municipality under this new regulation and a charge of \$5.46 per stop per month and an additional \$200 per ton for processing will be borne back to the Municipality at an estimated cost of \$1,375 per year and an estimated tonnage cost of \$750 per year for an approximate loss of funding of \$2125 for curbside pickup and a loss of \$848 for depot recycling drop off for non-eligibles.

### **ANALYSIS:**

Included in CMO's MSA (master service agreement) and SoW (statement of work) are impactful terms and conditions for the 2023-2026 transition period which speak to their proposed cost reimbursement model and a 4% contamination rate threshold for Blue Box materials whether municipalities opt in or out. With the 4% Blue Box contamination threshold failure to comply can ultimately lead to penalties against the municipalities in the form of rejected loads and penalties.

The proposed reimbursement model relies on collection and set administrative costs from the 2020 Blue Box Datacall, including CPI and fuel adjustments. The Blue Box Datacall is the annual information provided by every Municipality that runs a blue box program. The funding payments are reduced by the percentage of non-eligible sources. CMO further proposes a promotion and education reimbursement structure of \$1.50 per household per month divided by 12 with stringent and frequent reporting for related activities or programs administered by contracted Municipalities.

### **Curbside Recycling Pick Up**

With Merrickville-Wolford transitioning in October 2023, CMO wants to determine whether the Village wants to contract with them for recycling pick up. A decision is required now as to whether or not the Village is willing to contract with CMO to administer the Blue Box program on CMOs behalf. This option means that the Village will continue to contract with Limerick for recycling pick up (opt in model).

If the Village decides against contracting with CMO, then CMO will approach the Village's contractor, Limerick Environmental, or another contractor directly to provide the service (this is the opt out model). In this case, CMO would be the one managing the recycling contract. The Village currently has Limerick Environmental doing both garbage and recycling pick up at the same time. If CMO manages it, then Limerick Environmental would only pick up our garbage. We currently contract both together, and if we only contracted for garbage pickup, the cost would likely increase. Full producer responsibility means that the producer and PRO's will be responsible for the Blue Box program both operationally and financially. The Village will no longer have control over the Blue Box program if CMO manages it during transition.

## **Depot Recycling Collection**

CMO is also presenting service agreements to municipalities for the provision of blue box depot operations and public space service. Staff are inclined to opt in and enter into depot and public space agreements, meaning we will continue to provide these services. These are services the Village provides directly, and it is practical to continue providing collection of blue box drop off at the Landfill depot and in park spaces. If we do not act as a contractor to CMO, the depot drop off could change location. Residents could potentially have to go to a central hub like Brockville to drop off recycling. It is staff's recommendation that the most efficient model would be for the municipality to act as a contractor to CMO to provide the recycling depot as we currently do. The non-eligible source deduction (3.78%) multiplied by the tones of blue box materials delivered (\$200 per ton) to all recycling facilities during the calendar month, multiplied by the non-eligible source blue box material unit price works out to be \$848 per year. This number was estimated by doing a traffic count at the depot over three 9-hour cycles to determine the percentage of in-eligibles brought to the depot.

## **Other Considerations**

The terms in these agreements, whether we opt in or opt out, have the same challenges and risks, conforming to contamination rates and eligible materials. However, after an analysis of both options, the scale of financial risk is significantly lower and contamination rates are more manageable if we opt in. The depot blue box estimated costs in 2022 for hauling and processing were \$21,039. for the year.

Under the full producer responsibility system, (this means CMO is picking up the materials and managing the depot) the Village will need to mitigate issues and invest resources into what will likely arise within other waste streams including cooperation agreements with CMO for integration of collections/routes as much as possible during transition and post transition. Potential interactions with residents and customer service complaints would come to staff but we would have no control in handling them. There is potential for bylaw concerns related to potential recyclables in garbage stream, waste audits and program monitoring to determine impacts on the remaining village programs, and holding producers accountable should recycling targets not be achieved. The Village will continue to uphold remaining systems in parallel with navigating transition impacts. This is especially important as CMO and their collection service provider would assume the role of customer service for recycling as they work towards enforcing their 4% contamination rate.

## **Commercial and Ineligible Materials.**

The new regulation taking effect in 2026 does not obligate the new PROs to collect ineligible material. Ineligible material is defined by the source of the material. The Municipality currently provides curbside recycling for approximately (364) eligible properties, as well as 21 IC&I properties that are ineligible, such as places of worship, schools, daycares, commercial and institutional (IC&I) properties and public space locations along the current recycling routes as well as businesses within the downtown

core. Ineligible properties are currently able to have curbside and depot drop off recycling material by either Limerick Environmental or at the landfill location. These nonresidential sources are not included in the individual producer responsibility (IPR) model and any costs to collect and process recycling material from these locations will not be covered under the new system. In 2026, these properties would become responsible for securing private recycling collection and processing services. Alternatively, Council may choose to enact this change beginning in October 2023 of eliminating all ineligible (IC&I) materials to be collected or dropped off at the depot. This means our funding would not be reduced by providing recycling services to ineligible.

### **Recycling Collection and Processing Contract**

The reason that Merrickville-Wolford was selected as one of the earliest municipalities to transition to the new program is because we preserved our flexibility to adapt by remaining on our existing month-to-month contract with Limerick Environmental Services. The current cost of the recycling program with Limerick Environmental is \$27,742.76 for urban curbside pickup, per annum. The cost for the roll off bins used by rural residents at the landfill site that are transported to Brockville and exchanged as needed is \$17,409.26, per annum. The materials collected from both curbside and depot go to Waste Management for processing. The current month-to-month contract the Village is currently under is recognized by Circular Materials Ontario and accepted.

### **Conclusion**

After extensive analysis and research, staff conclude that the current recycling program aligns with several other municipalities in the area and with provincial legislation. It is most advantageous that the current program remains in place, allowing the Village to maintain the level of service we have been currently providing to residents. A transition is underway for the Blue Box program to Producer (Circular Materials Ontario) responsibility. CMO presented standard contracts to all municipalities in Ontario who are transitioning in 2023 that are nonnegotiable requesting that the municipality either opt in or opt out to provide interim collection services during the transition period between October 2023 and 2026. The recommendation of staff is to have CMO contract the municipality to continue the current model and funding will remain much the same as the current model. This option is the (opt-in) model recommended by staff.

### **BUDGET/LEGAL IMPLICATIONS:**

The budget implications would be identified in the 2023 municipal budget.

### **LINKS TO STRATEGIC PLANS:**

On January 23, 2017, the Council of the Corporation of the Village of Merrickville-Wolford passed By-Law 10-17, being a by-law to adopt the Merrickville-Wolford Strategic Plan 2017-2025.

The priorities of the strategic plan that can be linked to this report are as follows:


**Ensuring efficient, effective services and civic engagement:** The Village is committed to offering services and programs that align with the Village's priority of being environmentally friendly, while ensuring that the financial resources of the municipality are put to the best possible use. Making this information available to Council and the public ensures transparency and is in keeping with the priority to ensure efficient and effective services are being delivered to the residents of Merrickville-Wolford.


This is a joint report by the Treasurer/Manager, Finance Kirsten Rahm and Manager Operations/ Fire Chief Brad Cole for information purposes.

### **ATTACHMENTS:**


Attachment "A" Master service agreement.

Submitted by:

  
\_\_\_\_\_  
Brad Cole,  
Manager, Operations

 per Kirsten Rahm  
\_\_\_\_\_  
Kirsten Rahm,  
Treasurer/ Manager, Finance

Approved by:

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

**MASTER SERVICES AGREEMENT**  
**for**  
**SERVICES RELATED TO BLUE BOX MATERIAL**  
**Number 2022-00-025**

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This Master Services Agreement (this “MSA”) is entered into as of \_\_\_\_\_, (“Effective Date”)

Between

The Village of Merrickville-Wolford, a corporation incorporated under the laws of Ontario, having a place of business at 317 Brock St W, Merrickville, ON K0G 1N0 (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario (“CMO”)

### **RECITALS**

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Materials and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this MSA respecting the collection of Blue Box Material and related services for the applicable Eligible Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this MSA;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this MSA, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

“APPLICABLE LAW” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in the Regulation, except in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“CHANGE NOTICE” has the meaning set in Section 8.8(a) of this MSA.

“CHANGE ORDER” has the meaning set in Section 8.8(f) of this MSA.

“COLLECTION DATA” means all data or information pertaining to Equipment or Blue Box Material or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CMO pursuant to this MSA.

“COLLECTION VEHICLE” means a vehicle used to perform collection services.

“CONTRACT PRICE” means the total price payable under this MSA, as set forth in the Statements of Work.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor’s obligations under this MSA, other than a Material Contractor Default.

“COST ESTIMATE” has the meaning set out in Section 8.8(b) of this MSA.

“CURRENT PANDEMIC CONDITIONS” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement

of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“EFFECTIVE DATE” has the meaning set out above in this MSA.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“EQUIPMENT” means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

“HAULING VEHICLE” means a vehicle used to perform hauling services.

“INTELLECTUAL PROPERTY RIGHTS” means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

“LEGISLATIVE CHANGE” means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

“LOSSES AND CLAIMS” means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

“MANAGER” means the manager of this MSA identified by CMO, from time to time, in writing.

“MATERIAL CONTRACTOR DEFAULT” means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation; or
- (iv) abandoning the Work.

“PERSON” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“PRIME” means the Bank of Canada’s target for the overnight (interest) rate, as posted from time to time.

“PRODUCER” has the meaning set out in the Regulation.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“STATEMENT OF WORK” means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

“STATEMENT OF WORK ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 5.2.

“UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS” means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation

“WORK” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

“WORK REPORT FOR THE MONTH” has the meaning set forth in the applicable Statement of Work.

## **1.2 Interpretation**

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.

- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this MSA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this MSA, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this MSA to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
  - (i) Amendments to the Statements of Work;
  - (ii) Statements of Work;
  - (iii) Amendment to the other portions of this MSA made in accordance with the requirement of this MSA, including Change Orders; and
  - (iv) Other portions of this MSA.

### **1.3 Managed Contract**

- (a) The Parties acknowledge and agree that this MSA may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates (“RLG”) as the Manager. Notwithstanding any other provision in this MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
  - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b) and 8.8(h)(i) of this MSA;

- (ii) shall be notified, along with CMO, pursuant to Sections 6.2(e), 6.2(g) and 8.9(b) of this MSA; and
- (iii) may provide notice to the Contractor pursuant to Section 7.1(b) of this MSA.

## **ARTICLE 2 TERM**

### **2.1 Term**

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO's right to make a claim against Contractor for the damages on account for such a breach.

## **ARTICLE 3 SCOPE OF WORK**

### **3.1 Service Provision**

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this MSA.
- (d) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO will issue a Change Order to the Contractor in accordance with Section 8.8.

### **3.2 Environmental Attributes**

- (a) Environmental Attributes means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CMO for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CMO who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor's investment prior to the MSA Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

### **3.3 Labour Disruption**

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the "Lawful LD Period"), the Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to:



- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
  - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO where the provision of such continued services will not, in the Contractor's sole discretion, adversely affect the Contractor's labour negotiations.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources that do not receive collection services pursuant to this MSA.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties**

Contractor represents and warrants to and covenants with CMO that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this MSA and the consummation of the matters contemplated by this MSA have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any lower tier municipalities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such lower tier municipalities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CMO; and
- (f) in performing its obligations under this MSA, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work.

## **ARTICLE 5 CONTRACTOR MANAGEMENT**

### **5.1 Record Keeping and Reporting Requirements**

- (a) Through the performance of the Work the Contractor shall prepare, maintain and deliver records generated in accordance with the provisions of this MSA, including an annual fuel emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

### **5.2 Subcontractors**

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this MSA that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

### **5.3 Access to the Work**

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 5.3 for the administration of this MSA and any internal purposes.

#### **5.4 Contingency Plan**

In the event of a Contractor Default or a Material Contractor Default, CMO may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CMO, for review and approval, a contingency plan ("Contingency Plan") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CMO notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CMO as soon as practical, but not later than within two (2) Business Days of CMO approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

## ARTICLE 6 COMPENSATION

### 6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

### 6.2 Documentation and Payment

- (a) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) Subject to Section 6.2(c), after there is a Work Report for the Month in respect of a calendar month, CMO shall pay the Contract Price of the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work, during the calendar month related to such Work Report for the Month, within thirty (30) calendar days of the date the Work Report for the Month is agreed upon by the Contractor and CMO.
- (c) CMO shall not pay the Contract Price of the Work performed during a calendar month until at least forty-five (45) calendar days after the last day of such calendar month.
- (d) For clarity, CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, including the Work Report for the Month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (f) Price adjustments may be made pursuant to Section 6.4.
- (g) The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.

### 6.3 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax (“HST”) number.

#### **6.4 Price Adjustment**

Price adjustments may be specified in a Statement of Work.

#### **6.5 Monies Due to CMO**

In the event there are any monies payable to CMO by the Contractor under the terms of this MSA, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.

#### **6.6 Other Requirements**

The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.

#### **6.7 Interest**

The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.

#### **6.8 Limited Liabilities**

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO’s reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the “Contractor Liability Threshold”).
- (b) The Contractor Liability Threshold and Section 6.8(a) shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
  - (i) all costs to complete the Work, in accordance with this MSA, including the applicable Statements of Work, that are in excess of Contract Price; and
  - (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) Subject to 6.8(d), the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO’s reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the “CMO Liability Threshold”).

- (d) The CMO Liability Threshold and Section 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

## ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

### 7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CMO may give the Contractor notice as a written warning detailing the performance failure.

### 7.2 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity
  - (i) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the "CMO Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:
    - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this MSA;
    - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 4.1(f);
    - (C) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
    - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this MSA;
    - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CMO;



- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
  - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
  - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
  - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
  - (iii) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.2(a) shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
  - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this MSA, including under this Section 7.2(a), that is expressly intended to extend to include the Manager, as a third party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.
- (b) CMO Indemnity

CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct

of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

### **7.3 COVID-19**

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

### **7.4 Force Majeure**

- (a) Subject to Section 7.4(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
  - (i) Unusually Severe Adverse Weather Conditions; and
  - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
  - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
  - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
  - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
  - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
  - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
  - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
  - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.

- (c) Circumstances relating to the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute a Force Majeure Event.
- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
  - (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
  - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/ or
  - (iii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA shall be immediately terminated with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.

- (f) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this MSA.

## **7.5 MSA Termination**

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this MSA, CMO may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
  - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
  - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;

- (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan approved by CMO in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
  - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work as noted above, CMO is entitled to:
  - (i) Take possession immediately of all the Blue Box Material;
  - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
  - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, CMO shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.

## **7.6 Remedies**

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor from any liability remaining under this MSA.
- (c) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.5(b).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

## **7.7 Disputes**

- (a) If there is a dispute between CMO and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
  - (i) The Parties shall attempt to resolve the dispute through informal discussions with the assistance of the Manager;
  - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CMO and the Contractor. The mediator will be appointed jointly by the Parties; and
  - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.8.

## **7.8 Arbitration**

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

## **7.9 Choice of Forum**

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this MSA shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such

Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

## **ARTICLE 8 STANDARD CONDITIONS**

### **8.1 Governing Laws**

This MSA will be interpreted and governed by the laws of the Province of Ontario.

### **8.2 Compliance with Laws and Permits**

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

### **8.3 Assignment**

This MSA enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CMO.

### **8.4 Contractor to Make Examinations**

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this MSA was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

### **8.5 Access to Records**

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, in each case in accordance with the Regulation (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA and for at least five (5) years thereafter.

## **8.6 Insurance**

- (a) The Contractor shall at its own expense obtain and maintain for the term of this MSA:
  - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
  - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
  - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
  - (iv) For all Statements of Work involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all Depots applicable to such Statement of Work) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.
- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:



- (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;
  - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
  - (iii) Policies for the above must be kept continuous throughout the term of this MSA. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

## **8.7 Changes to MSA**

- (a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing and the Parties have entered into a Statement of Work in respect of such change.

## **8.8 Change Management**

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
  - (i) A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
  - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;

- (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
- (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work ("Change Order") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (h) Contractor's Proposed Change in the Work:
  - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
    - A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
    - Reasons in support of the Contractor's proposed change in Work;
    - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
    - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and

- Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
- A change in the Contract Price will occur;
  - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
  - The change will interfere with any relationship of CMO with third parties;
  - The financial strength of the Contractor is sufficient to perform the change; and
  - The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
- (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
- (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

## **8.9 Conflicts and Omissions**

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.

- (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

#### **8.10 Duty to Notify**

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

#### **8.11 Intellectual Property**

- (a) Subject to Section 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "Documentation") are the property of CMO or such other entity as identified by CMO, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the Freedom of Information and Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CMO may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CMO free and clear of all encumbrances upon CMO making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CMO shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.

- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CMO.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CMO a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO to exploit the Work and Documentation.

## **8.12 Confidentiality Covenant**

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
  - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
  - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this MSA;
  - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for

Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and

- (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this MSA, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this MSA as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11(a) or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

### **8.13 Severability**

- (a) If, for any reason, any part, term, or provision of this MSA is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MSA did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

#### **8.14 Survival**

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.2 (Responsibility for Damages/Indemnification), Section 7.5 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.11(a) (Confidentiality Covenant).

#### **8.15 Further Assurances**

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

#### **8.16 Revisions to this MSA**

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

#### **8.17 Counterparts**

This MSA may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this MSA may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this MSA.

#### **8.18 Notice**

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

##### **To CMO:**

Circular Materials Ontario  
1 St. Clair Avenue West, Suite 700  
Toronto, ON M4V 1K6  
Attention: Director, Supply Chain Services

Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

With a copy to Manager:

RLG Systems Canada Inc.  
250 University Ave #200,  
Toronto, ON M5H 3E5  
Attention: Catherine McCausland

Email: [Catherine.McCausland@rev-log.com](mailto:Catherine.McCausland@rev-log.com)

**To Contractor:**

Village of Merrickville-Wolford  
317 Brock St West  
Merrickville, ON K0G 1N0  
Attention: Bradley Cole

Email: [publicworks@merrickville-wolford.ca](mailto:publicworks@merrickville-wolford.ca)



## **ARTICLE 9 MSA SCHEDULE**

### **9.1 MSA Schedule**

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

**IN WITNESS WHEREOF**, the terms and conditions of this Master Services Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

**Village of Merrickville-Wolford**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Contractor.

**Circular Materials Ontario**

By: \_\_\_\_\_  
Name: Allen Langdon  
Title: CEO

I have authority to bind CMO.

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 27-2023, being a by-law to adopt the 2023 Operating, Capital & Water & Wastewater Budgets, and the 2023 Salary Grid, be read a first and second time, and that By-law 27-2023 be read a third and final time and passed.

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

Carried / Defeated

---

Michael Cameron, Mayor

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

**BY-LAW 27 - 2023**

**BEING** a By-Law to adopt the 2023 Operating, Capital & Water & Wastewater Budgets, and the 2023 Salary Grid.

**WHEREAS** pursuant to section 290 of the Municipal Act, S.O. 2001, a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

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

- 1      The Municipality-managed General Municipal Operating and Capital Budgets are attached hereto marked as Schedule "A" and forming part of this by-law is hereby adopted as the General Municipal Operating & Capital Budget for the Corporation of the Village of Merrickville-Wolford for the year 2023.
- 2      The Municipality-managed Water and Wastewater Operating and Capital Budget is attached hereto marked as Schedule "B" and forming part of this by-law is hereby adopted as the Water and Wastewater Budget for the Corporation of the Village of Merrickville-Wolford for the year 2023.
- 3      Any surplus at the end of the fiscal year shall be transferred to working fund reserves and should there be a deficit, it shall be funded through working fund reserves.
- 4      The 2023 Salary Grid is attached hereto marked as Schedule "C" and forming part of this by-law is hereby adopted;
- 5      This By-Law shall be deemed to have been passed and in effect as of the 1<sup>st</sup> day of January, 2023.

**READ** a first and second time this 8<sup>th</sup> day of May, 2023.

**READ** a third and final time and passed this 8<sup>th</sup> day of May, 2023.

---

Michael Cameron, Mayor

---

Doug Robertson,  
CAO/Clerk

Village of Merrickville-Wolford  
2023 BUDGET

SCHEDULE A

2023 BUDGET			
	OPERATING	OPERATING	CAPITAL
	REVENUE	EXPENSE	EXPENSE
<b>Taxation &amp; Other Revenue</b>			
Tax Levy - Operating Portion	\$3,395,332		
Tax Levy - Capital Portion			\$47,000
Fees/Grants/PIL	\$527,362		
<b>General Government</b>			
Council		\$65,541	
Administration	\$306,167	\$1,730,313	\$165,082
<b>Protection Services</b>			
Fire	\$18,947	\$336,014	\$114,000
Emergency Measures		\$2,500	
Police	\$10,078	\$445,162	
By Law	\$3,550	\$5,984	
Animal Control	\$1,700	\$2,900	
<b>Transportation Services</b>			
Public Works	\$27,400	\$1,319,408	\$637,400
<b>Environmental Services</b>			
Waste Management	\$213,350	\$237,867	\$11,000
<b>Grants &amp; Cash in lieu</b>			\$250,945
<b>Gas Tax &amp; OCIF</b>			\$462,488
<b>Reserves</b>			\$574,644
<b>Recreation and Cultural Services</b>			
Recreation	\$34,000	\$117,042	\$172,000
Museum	\$25,000	\$38,202	
Library		\$99,000	
<b>Planning and Development</b>			
Building	\$172,200	\$249,749	
Planning	\$48,000	\$102,805	\$35,000
Economic Development & Tourism		\$30,600	\$200,595
<b>TOTALS</b>	<b>\$4,783,086</b>	<b>\$4,783,086</b>	<b>\$1,335,077</b>

OPERATING EXPENSES	\$4,783,086
CAPITAL EXPENSES	\$1,335,077
<b>TOTAL EXPENSES</b>	<b>\$6,118,163</b>

TAX LEVY - OPERATING PORTION	\$3,395,332
TAX LEVY - CAPITAL PORTION	\$47,000
<b>TOTAL 2022 TAX LEVY</b>	<b>\$3,442,332</b>

	A	B	C	D	E	F	G	H
1					<b>Schedule A continued</b>			
2	<b>Recommended Capital Projects</b>	2023 Budget	Description	Taxation	Cash in lieu	Reserves	Gas Tax	
3	Kubota Implements	\$26,000	Replacing 10 year old parts that are failing that are critical to keep sidewalks safe	\$26,000				
4	Landfill Accessibility ramp & building skirting	\$11,000	Skirting around outside of building and accessibility ramp			\$11,000		
5	Reid Street widening and pedestrian walking lane	\$71,000	Additional funding needed to include paving shoulder to shoulder with walking lane, and now includes widening of intersection of Main W and Reid to allow truck traffic				\$71,000	
6	Emergency Repeater (communications repeater)	\$15,000	Will allow better communication service at accidents and fire scenes where dead zones exist	\$15,000				
7	RFP for competitive bidding for water/waterservices	\$20,000	Aureus recommended we go out to tender for competitive bidding for water/wastewater services			\$20,000		
8	Sander and Plow for 5500 Truck to allow for 4 season operations	\$5,000	Required for snow maintenance on new truck			\$5,000		
9	Gravel road needs study	\$10,000				\$10,000		
10	DC or Impost Study	\$30,000				\$30,000		
11	Firefighter bunker gear decontamination washer	\$6,000	Need to be able to wash more than one set of bunker set of bunker gear at a time; after a fire there are upwards of 15 sets to be washed	\$6,000				
12	Ball Diamond Lights	\$20,000	Replacing all lights with LEDs		\$20,000			
13	Accessible Doors for CC, EC and Rink House	\$34,000	To comply with AODA requirements		\$34,000			
14	<b>Totals</b>	<b>\$248,000</b>		<b>\$47,000</b>	<b>\$54,000</b>	<b>\$76,000</b>	<b>\$71,000</b>	<b>\$248,000</b>
15								
16								
17	<b>Carry forward Projects from 2021 and 2022 for information purposes - These expenses were previously approved in the 2021 &amp; 2022 budgets.</b>							
18			Description	reserves	Grants	Gas Tax	OCIF	
19	Community Centre upgrades	\$118,000	As part of the emergency management plan, the Merrickville Community Centre is designated as our emergency shelter. A generator is needed to provide heat and hydro for the shelter	\$18,000	\$100,000			
20	Digitization of records	\$30,082	Filehold program	\$30,082				
21	Back up cameras for PW trucks	\$4,500	Added safety feature when backing up	\$4,500				
22	Zoning Bylaw review	\$35,000	Mandated by province	\$35,000				
23	Asset Management Plan phase 2	\$50,000	O.Reg 588/17 - next phase of asset management plan	\$50,000				
24	Fire hose	\$10,000	New hose required to replace old hose	\$10,000				
25	Cascade air system	\$80,000	Current cascade system out dated and insufficient	\$80,000				
26	Reid st	\$300,000	Needs to be paved to maintain heavy traffic flow	\$13,512		\$194,978	\$91,510	
27	5500 Plow and sand truck	\$115,900	New truck to provide cost efficient service 4 seasons	\$115,900				
28	Culvert rehabilitation Weedmark Rd	\$105,000	Required maintenance to extend life				\$105,000	
29	Asset Management Plan facility assessments	\$20,000	O.Reg 588/17 - next phase of asset management plan	\$20,000				
30	Asset Management Plan software	\$15,000	asset management software for tangible capital assets	\$15,000				
31	Fire shower	\$3,000	For volunteer firefighters	\$3,000				
32	Chamber Lampost Project	\$200,595		\$103,650	\$96,945			
33								
34		\$1,087,077		\$498,644	\$196,945	\$194,978	\$196,510	\$1,087,077

**Village of Merrickville-Wolford**  
**Water-Wastewater 2023 Budget**

**SCHEDULE B**

**Revenue**

User Fees	\$1,320,992
Other	\$51,082
Transfers From Reserves	\$105,543
<b>Total Revenues</b>	<b>\$1,477,617</b>

**Expenditures**

Village Administration	\$10,000
Insurance	\$21,000
OCWA Operation	\$758,797
Debt Charges	\$230,751
Department Operations	\$36,109
Transfer to Reserves	\$155,517
Capital	\$265,443
<b>Total Expenditures</b>	<b>\$1,477,617</b>

**Schedule C**

**Village of Merrickville-Wolford  
Salary Grids  
For the Fiscal Year 2023**

		<b>Full Time 35 Hours per week</b>					
	<b>Steps</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	<b>CAO/Clerk/Director of Economic Development</b>	Salary 105,211	109,419	113,796	118,348	123,082	128,005
		Hourly 57.81	60.12	62.53	65.03	67.63	70.33
2	<b>Treasurer/Manager of Finance</b>	Salary 95,646	99,472	103,451	107,589	111,893	116,369
		Hourly 52.55	54.66	56.84	59.11	61.48	63.94
3	<b>Manager of Community Development</b>	Salary 81,206	84,455	87,833	91,346	95,000	98,800
		Hourly 44.62	46.40	48.26	50.19	52.20	54.29
4	<b>Chief Building Official</b>	Salary 70,379	73,194	76,122	79,167	82,333	85,627
		Hourly 38.67	40.22	41.83	43.50	45.24	47.05
5	<b>Deputy Clerk &amp; Deputy Treasurer &amp; Building Inspector</b>	Salary 57,281	59,572	61,955	64,433	67,011	69,691
		Hourly 31.47	32.73	34.04	35.40	36.82	38.29
6	<b>Planner 1/Special Projects Coordinator</b>	Salary 56,280	58,532	60,873	63,308	65,840	68,474
		Hourly 30.92	32.16	33.45	34.78	36.18	37.62
7	<b>Accounting Clerk &amp; Administrative Assistant</b>	Salary 46,323	48,176	50,103	52,107	54,191	56,359
		Hourly 25.45	26.47	27.53	28.63	29.78	30.97
8	<b>Receptionist</b>	Salary 39,674	41,261	42,911	44,628	46,413	48,269
		Hourly 21.80	22.67	23.58	24.52	25.50	26.52

		<b>Full Time 40 Hours per week</b>					
	<b>Steps</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	<b>Manager of Operations/Fire Chief</b>	Salary 90,717	94,346	98,119	102,044	106,126	110,371
		Hourly 43.61	45.36	47.17	49.06	51.02	53.06
2	<b>Operations Lead Hand</b>	Salary 60,402	62,818	65,330	67,944	70,661	73,488
		Hourly 29.04	30.20	31.41	32.67	33.97	35.33
3	<b>Operations Equipment Operator</b>	Salary 54,641	56,827	59,100	61,464	63,923	66,480
		Hourly 26.27	27.32	28.41	29.55	30.73	31.96
4	<b>Labourer</b>	Hourly 20.12	20.92	21.76	22.63	23.53	24.48

		<b>Part-Time</b>					
5	<b>Landfill Attendant (18 Hours per week)</b>	Hourly 17.72	18.43	19.17	19.94	20.73	21.56



Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 28-2023, being a by-law to levy and assess on the rateable property in the Village of Merrickville-Wolford a sufficient sum of money to meet all valid debts of the said Corporation within the year 2023, be read a first and second time, and that By-law 28-2023 be read a third and final time and passed.

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

Carried / Defeated

---

Michael Cameron, Mayor

**CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD**  
**BY-LAW 28 – 2023**

**BEING** a By-Law to levy and assess on the rateable property in the Village of Merrickville-Wolford a sufficient sum of money to meet all valid debts of the said Corporation within the year 2023

**WHEREAS** the Municipal Act 2001, Section 290, as amended, provides that the council of a local municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** the estimate of all sums which may be required for the lawful purpose of the Corporation of the Village of Merrickville-Wolford and the amounts to be raised by taxation in accordance with the last revised assessment roll for the year 2022 have been made and presented to the Municipal Council of the said Village and are hereby adopted by the said Council;

**AND WHEREAS** the Municipal Act 2001, Section 312 (2), as amended, provides that for the purposes of raising the general local municipal levy, the council of the municipality shall each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipal purposes;

**AND WHEREAS** the Corporation of the United Counties of Leeds and Grenville has passed a by-law to set tax ratios and to set tax rate reductions for prescribed property subclasses for the county and local municipal purposes for the year 2023;

**AND WHEREAS** the Corporation of the United Counties of Leeds and Grenville has passed a by-law to adopt estimates and sums required for the purposes of the upper tier municipality and to provide a levy on area municipalities;

**AND WHEREAS** the Province of Ontario has passed or will pass Regulations establishing education tax rates for 2023;

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

1. For the year 2023 the Corporation of the Village of Merrickville-Wolford shall levy upon the Residential Assessment, Multi-Residential Assessment, Commercial Assessment, Shopping Centre Assessment, Industrial Assessment, Pipeline Assessment, Farmland Assessment, New Construction and Managed Forest Assessment the rates of taxation per current value assessment for general purposes as set out in Schedule “A”.
2. The taxes levied on all classes for the year 2023 shall be installments payable on the 31<sup>st</sup> day of July, 2023 and the 29<sup>th</sup> day of September, 2023 and shall be reduced by the amount of the interim levy for 2023.
3. Penalty shall be imposed at a rate of 1.25% per month on any amount of taxes outstanding on the first day of the month following the due date of each installment and thereafter interest shall be imposed at a rate of 1.25% per month on any amount of taxes outstanding on the first day of each calendar month.

**THIS BY-LAW** shall be deemed to come into force on the 1st day of January, 2023.

**READ** a first and second time this 8<sup>th</sup> day of May, 2023.

**READ** a third and final time and passed this 8<sup>th</sup> day of May, 2023.

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

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

## Municipality of Merrickville-Wolford

Schedule A

## 2023 BUDGET

		2022 CVA	TAX RATIO	WEIGHTED ASSESSMENT	TAX RATE	TAXES LEVIED
RT	Residential	361,071,645	1.00000000	361,071,645	0.008504350	3,070,680
MT	Multi-Residential	2,372,000	1.00000000	2,372,000	0.00850435	20,172
CT	Commercial Occupied	22,103,200	1.34640000	29,759,748	0.011450257	253,087
CU	Commercial Excess	59,700	0.94250000	56,267	0.00801535	479
CX	Commercial Vacant Land	525,000	0.94250000	494,813	0.00801535	4,208
XT	Commercial New Construction	0	1.34640000	0	0.011450257	0
XU	New Commercial Excess Land		0.94250000	0	0.00801535	0
DT	Office Building TX		1.34640000	0	0.011450257	0
ST	Shopping		1.34640000	0	0.011450257	0
SU	Shopping Excess		0.94250000	0	0.00801535	0
ZT	Shopping New Construction		1.34640000	0	0.011450257	0
IT	Industrial Occupied	769,100	1.81140000	1,393,148	0.01540478	11,848
IU	Industrial Excess		1.17740000	0	0.010013022	0
IX	Industrial Vacant Land	31,500	1.17740000	37,088	0.010013022	315
JT	Industrial New Construction	0	1.81140000	0	0.01540478	0
PT	Pipelines	897,000	1.65510000	1,484,625	0.01407555	12,626
FT	Farmlands	31,236,255	0.25000000	7,809,064	0.002126088	66,411
TT	Managed Forest	1,178,800	0.25000000	294,700	0.002126088	2,506
	TOTAL	420,244,200		404,773,098		3,442,332

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 29-2023, being a by-law to amend By-law 16-12 of the Corporation of the Village of Merrickville-Wolford, being a by-law to appoint a Livestock valuator, be read a first and second time, and that By-law 29-2023 be read a third and final time and passed.

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

Carried / Defeated

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Michael Cameron, Mayor

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

**BY-LAW NO. 29-2023**

**BEING** a By-law to amend By-law 16-12 of the Corporation of the Village of Merrickville-Wolford, being a by-law to appoint a Livestock valuator

**WHEREAS** section 4 of the Livestock, Poultry and Honey Bee Protection Act c. L.24 R.S.O. 1990 as amended provides the council of every local municipality shall appoint one or more persons as valuers of livestock and poultry for the purposes of this Act;

**AND WHEREAS** the Council of the Village of Merrickville - Wolford did pass By-law 16-12, a by-law to appoint a Livestock valuator;

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford does deem it in the best interest of the municipality to amend By-Law 16-12 paragraph 3, regarding the fee payable to the Livestock valuator;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Village of Merrickville-Wolford enacts as follows:

1. Paragraph 3 of By-law 16-12 is hereby deleted in its entirety and replaced with the following:
  3. The fee payable to a Livestock Valuator shall be eighty (\$80.00) dollars per trip plus mileage at the rate of \$0.50 per kilometre
2. This by-law shall be appended to By-law 16-12 which shall be consolidated for ease of reference.

**THIS BY-LAW** shall be deemed to come into force upon passing.

**READ** a first and second time this 8<sup>th</sup> day of May, 2023.

**READ** a third and final time and passed this 8<sup>th</sup> day of May, 2023.

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Michael Cameron  
MAYOR

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Doug Robertson  
CAO/CLERK

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

**BY-LAW No. 16-12**

**BEING** a By-Law to appoint a Livestock valuator

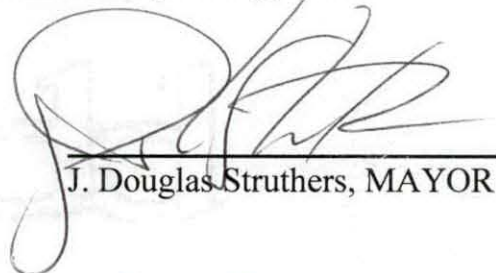
**WHEREAS** sec. 4 of the Livestock, Poultry and Honey Bee Protection Act c. L.24 R.S.O. 1990 as amended provides the council of every local municipality shall appoint one or more persons as valuers of livestock and poultry for the purposes of this Act

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

- 1 Clare PORTER is hereby appointed Livestock Valuator for the Corporation of the Village of Merrickville – Wolford
- 2 Lisa ST. DENIS is hereby appointed Livestock Valuator for the Corporation of the Village of Merrickville – Wolford
- 3 the fee payable to a Livestock Valuator shall be fifty (\$50.00) dollars per trip plus mileage at the rate of \$0.50 per kilometre
- 4 this By-Law shall repeals By-Law 16-09 and, with amendments as necessary, remain in force and effect until it is repealed

**READ** a first and second time this 14<sup>th</sup> day of May, 2012

**READ** a third and final time and passed this 14<sup>th</sup> day of May, 2012.



J. Douglas Struthers, MAYOR



Jill E. Eagle, 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: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

### **Notice of Motion: Speed Spy Direction**

**Be it hereby resolved that:**

**WHEREAS** traffic issues concern residents throughout Merrickville-Wolford;

**AND WHEREAS** an abundance of data will help inform a strategy that can address and mitigate some of the complaints;

**AND WHEREAS** reporting infractions to the police should be the first step in addressing traffic complaints;

**AND WHEREAS** the municipality has a speed spy that is capable of collecting data that includes speed, volume and times of day;

**NOW THEREFORE BE IT RESOLVED THAT** Council directs staff to place the speed spy in different locations throughout the municipality in three to four day intervals to collect data and to submit this data to the police so they can address some of the complaints.

Carried / Defeated

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Michael Cameron, Mayor

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

By-law 26-2023, being a by-law to confirm the proceedings of the Council meeting of May 8, 2023, be read a first and second time, and that By-law 26-2023 be read a third and final time and passed.

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

Carried / Defeated

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Michael Cameron, Mayor



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

**BY-LAW 26-2023**

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 MAY 8, 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 May 8, 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 May 8, 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 8<sup>th</sup> day of May 2023.

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Michael Cameron, Mayor

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Doug Robertson, CAO/Clerk

Resolution Number: R - - 23

Date: May 8, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

**Be it hereby resolved that:**

This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at p.m. until the next meeting of Council on Monday, June 12, 2023 or until the call of the Mayor subject to need.

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

Carried / Defeated

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Michael Cameron, Mayor