



VILLAGE OF MERRICKVILLE-WOLFORD

**Agenda for Council
Council Chambers**

Regular Council Meeting 7:00 p.m.

Monday, April 24, 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. **Minutes**
 - Approval of Minutes - special Council meeting of November 26, 2022
 - Approval of Minutes - regular Council meeting of April 11, 2023
 - Approval of Minutes - special budget Council meeting of April 13, 2023
 - Approval of Minutes - special Council meeting of April 18, 2023
5. **Delegations**
 - Calvin Medynski – Seaway Surge Baseball Club Inc.
6. **CAO**
 - OCWA Contract Renewal
 - Committee and Board Member Appointment Resolutions
 - Council Liaison Appointment Resolutions
 - RVCA Municipal Representative Appointment
7. **Finance**
 - Final Draft 2023 Operating and Capital Budget Direction
8. **Notices of Motion**
 - Deputy Mayor Barr re: Council Meeting Schedule – Summer 2023
9. **Deferred Items**
 - None
10. **Public Question Period to Council**
11. **In-Camera**
 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.
12. **Next meeting of Council:** Monday, May 8, 2023 at 7:00 p.m.
13. **Confirming By-Law:** 25-2023 re: Confirm Proceedings of Council meeting of April 24, 2023
14. **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: April 24, 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 April 24, 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: April 24, 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 special Council meeting of November 26, 2022, as

_____ circulated.

_____ amended.

Carried / Defeated

Michael Cameron, Mayor

The Corporation of the Village of Merrickville-Wolford

Saturday November 26, 2022, 9:00 a.m.

Chaired by: Mayor Michael Cameron
Members of Council: Councillor Margaret Gural
Councillor Stephen Ireland
Councillor Mark Oldfield

Regrets: Councillor Ronnie Maitland

Staff in Attendance: Doug Robertson, CAO/Clerk

IMPORTANT NOTICE: This meeting was held in person and was open to the public in Council Chambers. However, there were no open session reports for this special Council meeting and the in-camera session of the meeting was closed to the public.

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

Approval of Agenda

R-288-22 Moved by Councillor Oldfield, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the special Council meeting of November 26, 2022, as circulated.

Carried.

In-Camera

R-289-22 Moved by Councillor Gural, Seconded by Councillor Ireland

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 9:12 a.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; and
2. A meeting of a council or local board or of a committee of either of them may be closed to the public if the following condition is satisfied:
 - a) The meeting is held for the purpose of educating or training the members.

Carried.

Rise and Report

R-290-22 Moved by Councillor Oldfield, Seconded by Councillor Ireland

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 special Council meeting, with staff being given direction, at 11:59 a.m.

Carried.

Confirming By-Law

R-291-22 Moved by Councillor Ireland, Seconded by Councillor Gural

Be it hereby resolved that:

By-law 47-2022, being a by-law to confirm the proceedings of the Council meeting of November 26, 2022, be read a first and second time, and that By-law 47-2022 be read a third and final time and passed.

Carried.

Adjournment

R-292-22

Moved by Councillor Oldfield, Seconded by Councillor Ireland

Be it hereby resolved that:

This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 12:04 p.m. until the regular meeting of Council on Monday, November 28, 2022 or until the call of the Mayor subject to need.

Carried.

Michael Cameron, Mayor

Doug Robertson, CAO/Clerk

For Clerk's use only, if required:

Recorded Vote Requested By:

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

Resolution Number: R - - 23

Date: April 24, 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 11, 2023, as

_____ circulated.

_____ amended.

Carried / Defeated

Michael Cameron, Mayor

The Corporation of the Village of Merrickville-Wolford

Tuesday, April 11, 2023, 7:00 p.m.

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

Staff in Attendance: Doug Robertson, CAO/Clerk
Julia McCaugherty-Jansman, Deputy Clerk
Brad Cole, Manager, Operations/ Fire Chief
Kirsten Rahm, Manager, Finance/ Treasurer

Guests: Mark Lauzon, Senior Operations Manager, OCWA
Barb Tobin, Beth Donovan Hospice
Forbes Symon, Senior Planner, Jp2g Consultants Inc.

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](#).

Mayor Cameron announced that MPP Steve Clark attended the United Counties of Leeds and Grenville meeting earlier in the day to announce funding for homelessness and housing initiatives in Leeds and Grenville. He acknowledged the break-in that occurred at the landfill over the long weekend and noted that the debit machine was stolen, therefore there would be no debit payment options on Wednesday, April 13 at the landfill, but that cash and invoicing options were still available. CAO/Clerk Doug Robertson acknowledged the work of Brad Cole and the Fire Department and Operations staff for the work they did in the clean up following the freezing rain storm on April 5th.

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

Approval of Agenda

R-119-23 Moved by Councillor Ireland, Seconded by Deputy Mayor Barr
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the agenda of the regular Council meeting of April 11, 2023, as circulated.

Carried.

Minutes

R-120-23 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 regular Council meeting of March 27, 2023, as circulated.

Carried.

R-121-23 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 Minutes of the special Council meeting of March 30, 2023, as circulated.

Carried.

Public Works

R-122-23 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 receive report PW-02-2023, being an information report to explain a purchasing issue that has been brought to staff’s attention and rectified by the supplier; and

That Council approves Report PW-03-2023 and directs staff to purchase the 2023 John Deere 320P for the sum of \$216,000 plus tax from Brant Tractor instead of the 2023 310 SL that is no longer available and to negotiate an appropriate delivery date as necessary; and

That Council approves the rental of a used machine at \$2500/month to be recovered from the municipality's insurer until the delivery date for the new 2023 John Deere 320P.

Carried.

R-123-23 Moved by Deputy Mayor Barr, Seconded by Councillor Gural
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the notice for the 2023 Pitch-In Campaign for information purposes.

Carried.

R-124-23 Moved by Councillor Gural, Seconded by Deputy Mayor Barr
Be it hereby resolved that:
WHEREAS a severe weather event with extensive freezing rain and rain occurred on Wednesday, April 5th, 2023 resulting in significant downed trees and broken branches within the municipality;

AND WHEREAS brush amnesty days were previously approved by Council for Saturday, April 8th and Saturday, April 15th, allowing residents to deposit one half-ton truck or on 4x8 utility trailer load at no charge;

AND WHEREAS there is expected to be a large need from residents over the coming two weeks to deposit increased amounts of brush;

NOW THEREFORE BE IT RESOLVED THAT Council does hereby direct staff to add an additional brush amnesty day on Saturday, April 22nd, and to double the allowable load capacity deposited by residents on the Brush Amnesty days on April 15th and April 22nd.

Note: The resolution was amended to include Wednesday, April 12th and Wednesday, April 19th as part of the brush amnesty days.

Carried as amended.

Delegations

R-125-23 Moved by Councillor Gural, Seconded by Councillor Ireland
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the delegation of Barb Tobin, Beth Donovan Hospice, regarding the programs that Beth Donovan Hospice offers to the residents of Merrickville-Wolford, for information purposes.

Carried.

CAO

R-126-23 Moved by Councillor Maitland, Seconded by Councillor Ireland
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive Courtesy Report – Site Plan Control Application (Moderna Homes) from Forbes Symon, Senior Planner for Jp2g Consultants Inc., dated April 6, 2023, for information purposes.

Carried.

R-127-23 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 for information purposes and endorse the Operational Plan presentation for the Merrickville Drinking Water System from Ontario Clean Water Agency (OCWA); and
That Council does hereby direct the CAO/Clerk and the Mayor to sign the plan.

Carried.

R-128-23 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 receive the Annual Reports for 2022 from Ontario Clean Water Agency (OCWA), for information purposes.

Carried.

R-129-23 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 receive report CAO-03-2023, being a report to update the Committee recruitment process for the 2022-2026 term of Council, for information purposes.

Carried.

Finance

R-130-23 Moved by Deputy Mayor Barr, Seconded by Councillor Gural
Be it hereby resolved that:
The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-05-2023, being a report regarding the 2023 Community Grant Program, for information purposes; and

That Council allocates the funds from the Community Grant Line item of \$10,000 to be distributed as follows:

1. Merrickville Scouts – In-Kind \$510.00
2. Christmas in Merrickville – In-Kind \$400.00
3. Merrickville Heritage Classic – In-Kind \$400.00
4. Senior Exercise Group – In-Kind \$3060.00
5. United Way Leeds Grenville – In-Kind \$53.50
6. Merrickville Day Nursery – None.
7. Merrickville Soccer Club – In-Kind \$700.00
8. Merrickville Public School – In-Kind \$400.00
9. Merrickville Agricultural Society – Cash \$4095.00 & In-Kind \$125.00
10. Merrickville Organization for Culture & the Arts – Cash \$3780.00 & In-Kind \$300.00
11. Merrickville Artists' Guild – Cash \$1575.00
12. Chamber of Commerce – None.
13. Theatre Night in Merrickville – None.
14. Merrickville Trails Society - Cash \$498.00

Carried.

R-131-23 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 receive the 2022 Statement of Remuneration and Expenses for information purposes.

Carried.

Correspondence

R-132-23 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 receive correspondence from Nick Previsich, President, Merrickville Arts Guild, dated March 28, 2023 regarding a signage by-law exemption request; and
That Council does hereby exempt the Merrickville Arts Guild from Sign By-law 24-10 for the purpose of placing A-Frame directional signs at the specified locations as included in the request letter to promote the MAG Spring Fling Show and Sale on April 15 and 16, 2023.

Carried.

Notices of Motion

R-133-23

Moved by Councillor Ireland, Seconded by Councillor Gural

Be it hereby resolved that:

WHEREAS the Merrickville and District Historical Society and its volunteers have run the Museum at the Blockhouse and provided support in training and supervision of summer students;

AND WHEREAS the Merrickville and District Historical Society has been requesting more support from the Municipality in the area of training and supervision, as it is no longer able to do so;

AND WHEREAS if that support is not provided the Merrickville and District Historical Society will not be able to open the doors for this coming tourist season and need to consider closing the Museum permanently;

AND WHEREAS this would be a tremendous loss as the Museum hosts up to 10,000 visitors per season and is a large draw in tourism dollars which support local businesses;

AND WHEREAS the Blockhouse is listed as a National Historic site and should be celebrated and showcased;

NOW THEREFORE BE IT RESOLVED THAT Council direct staff to work with and provide the extra support that the Merrickville and District Historical Society is requesting to ensure that the Blockhouse Museum remain operational and provide that support until a more structured model can be put in place.

Note: Clarification on the motion was given to include that Deputy Mayor Barr will work with the CAO/Clerk to set up a meeting with Jane Graham, President of the Merrickville & District Historical Society, to determine next steps to support the Blockhouse Museum.

Carried.

Deferred Items

None.

Public Question Period to Council

None.

Confirming By-Law

R-134-23

Moved by Councillor Ireland, Seconded by Deputy Mayor Barr

Be it hereby resolved that:

By-law 22-2023, being a by-law to confirm the proceedings of the regular Council meeting of April 11, 2023, be read a first and second time, and that By-law 22-2023 be read a third and final time and passed.

Carried.

Adjournment

R-135-23

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 9:16 p.m. until the next meeting of Council on Monday, April 24, 2023 or until the call of the Mayor subject to need.

Carried.

Michael Cameron, Mayor

Doug Robertson, CAO/Clerk

For Clerk's use only, if required:

Recorded Vote Requested By:

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

Resolution Number: R - - 23

Date: April 24, 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 special Council meeting of April 13, 2023, as

_____ circulated.

_____ amended.

Carried / Defeated

Michael Cameron, Mayor

The Corporation of the Village of Merrickville-Wolford

Thursday, April 13, 2023, 6:00 p.m.

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

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

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

Mayor Cameron informed Council and the public that he hosted MPP Steve Clark over the Easter weekend and took him on a tour of the municipality with a focus on gravel roads and the rural area. He thanked MPP Clark for taking the time to visit on the holiday weekend.

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

Approval of Agenda

R-136-23 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 special Council meeting of April 13, 2023, as circulated.

Carried.

Finance

Council reviewed and provided direction on the following Capital budget items:

1. Alternate EOC/EC Pavilion Wifi – put on hold for this year/take out
2. Emergency Auto Extrication Tools – put on hold for this year/take out
3. Kubota Implements – leave in the capital budget
4. Landfill Accessibility ramp and building skirting – leave in the capital budget
5. Reid Street widening and pedestrian walking lane – leave in the capital budget
6. Emergency Repeater – leave in the capital budget
7. RFP for competitive bidding for water/wastewater services – leave in the capital budget
8. Sander and Plow for 5500 Truck – leave in the capital budget
9. Gravel Road Needs Study – already approved
10. DC or Impost Study – already approved
11. Firefighter bunker gear decontamination washer – leave in the capital budget
12. Ball Diamond Lights – leave in the capital budget
13. Radar Sign (cost for 2) – put on hold for this year/take out
14. Accessible Doors for Community Centre, Eastons Corners and Rink – leave in the capital budget (use out of cash in lieu fund if grant funding opportunity is not available)
15. Putnam Road resurfacing – take out of capital budget
16. Sidewalk - St. Lawrence Street (Alice Street to Sophie Lane) – put on hold for this year/take out
17. Snowdons Corners Road microsurfacing – take out of capital budget
18. Tablets/laptops for Council – direction for staff to come back with quotes on costing for this; intention of Council to include this in 2023, subject to costing.

Council directed staff to include a 1.9% tax increase in the final draft version of the budget.

Confirming By-Law

R-137-23 Moved by Councillor Ireland, Seconded by Deputy Mayor Barr

Be it hereby resolved that:

By-law 23-2023, being a by-law to confirm the proceedings of the special Council meeting of April 13, 2023, be read a first and second time, and that By-law 23-2023 be read a third and final time and passed.

Carried.

Adjournment

R-138-23 Moved by Deputy Mayor Barr, Seconded by Councillor Gural

Be it hereby resolved that:

This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 8:04 p.m. until the next meeting of Council on Monday, April 24, 2023 or until the call of the Mayor subject to need.

Carried.

Michael Cameron, Mayor

Doug Robertson, CAO/Clerk

For Clerk's use only, if required:

Recorded Vote Requested By:

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

Resolution Number: R - - 23

Date: April 24, 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 special Council meeting of April 18, 2023, as

_____ circulated.

_____ amended.

Carried / Defeated

Michael Cameron, Mayor

The Corporation of the Village of Merrickville-Wolford

Tuesday, April 18, 2023, 7:00 p.m.

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

Regrets: Deputy Mayor Barr

Staff in Attendance: Doug Robertson, CAO/Clerk

Guests: Tony Fleming, Lawyer, Cunningham Swan

IMPORTANT NOTICE: This meeting was held in person and was open to the public in the Council Chambers. However, there were no anticipated open session reports for this special Council meeting and the in-camera session of the meeting was closed to the public.

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

Approval of Agenda

R-139-23 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 agenda of the special Council meeting of April 18, 2023, as circulated.

Carried.

In-Camera

R-140-23 Moved by Councillor Maitland, Seconded by Councillor Ireland

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to an "In-Camera" session at 7:07 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. A meeting of a council or local board or of a committee of either of them may be closed to the public if the following condition is satisfied:
 - a) The meeting is held for the purpose of educating or training the members.

Carried.

Rise and Report

R-141-23 Moved by Councillor Gural, Seconded by Councillor Ireland

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 special Council meeting, with staff being given direction, at 10:07 p.m.

Carried.

Confirming By-Law

R-142-23 Moved by Councillor Maitland, Seconded by Councillor Gural

Be it hereby resolved that:

By-law 24-2023, being a by-law to confirm the proceedings of the special Council meeting of April 18, 2023, be read a first and second time, and that By-law 24-2023 be read a third and final time and passed.

Carried.

Adjournment

R-143-23

Moved by Councillor Ireland, Seconded by Councillor Maitland

Be it hereby resolved that:

This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 10:08 p.m. until the next meeting of Council on Monday, April 24, 2023 or until the call of the Mayor subject to need.

Carried.

Michael Cameron, Mayor

Doug Robertson, CAO/Clerk

For Clerk's use only, if required:

Recorded Vote Requested By:

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

Resolution Number: R - - 23

Date: April 24, 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 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 / Defeated

Michael Cameron, Mayor



PRESENTATION

To Merrickville Municipal Council

April 24, 2023



BASEBALL
CANADA



ABOUT THE SURGE

2016 SEAWAY SURGE BASEBALL CLUB FOUNDED BY EX-EXECUTIVE MEMBERS OF THE KEMPTVILLE LITTLE LEAGUE TO PROVIDE COMPETITIVE BASEBALL FOR YOUNG MEN AND WOMEN IN THE SEAWAY REGION.

CLUB FIELDS 4 TEAMS

HOSTS THE FIRST SEAWAY SHOOTOUT TOURNAMENT (30 TEAMS)

SEAWAY SURGE BECOMES A MEMBER OF BASEBALL CANADA & BASEBALL ONTARIO

2017 SEAWAY SURGE EXPANDS TO 6 TEAMS

SEAWAY SURGE REBUILDS GAINFORD FIELD IN BROCKVILLE

ABOUT THE SURGE

2018 SEAWAY SURGE EXPANDS TO 10 REP TEAMS

SEAWAY SURGE REBUILDS MERRICKVILLE DIAMOND INFIELD

SHOOTOUT TOURNAMENT HOSTS 61 TEAMS

2019 SEAWAY SURGE FIELDS 10 REP TEAMS

SEAWAY SHOOTOUT TOURNAMENT HOSTS 88 TEAMS

INTRODUCES RALLY CAP PROGRAM FOR 3 - 7 YEAR OLDS

SURGE PURCHASE PORTABLE MOUND FOR MERRICKVILLE DIAMOND

ABOUT THE SURGE

2020 - 2021 SEAWAY SURGE CONTINUE PROGRAMS DESPITE COVID

RALLY CAP PROGRAM RECEIVES WALMART GRANT – EXPANDS TO MULTIPLE LOCATIONS

SURGE RECEIVE TORONTO BLUE JAYS FIELD OF DREAMS GRANT TO REBUILD MORRISBURG DIAMOND

2022 SURGE AWARDED HOSTING OF 2022 & 2023 15U AND 22U AA PROVINCIAL CHAMPIONSHIPS

SURGE INTRODUCES HOUSE LEAGUE BASEBALL PROGRAM MORE THAN 700 PLAYERS REGISTERED

PROGRAMS EXPANDED TO INCLUDE SMITHS FALLS

ABOUT THE SURGE

2023 SURGE HOUSE LEAGUE AND RALLY CAP REGISTRATION EXCEEDS 800 PLAYERS

REP (COMPETITIVE) PROGRAM REGISTRATION EXCEEDS 300

REGISTRATION FOR SEAWAY SHOOTOUT REP TOURNAMENT PASSES 80 TEAMS

SURGE PAY FOR NEW SCOREBOARD AT KEMPTVILLE SOUTH GOWER DIAMOND

SURGE WILL PAY FOR NEW ARTIFICIAL TURF IN BATTING CAGE AT SOUTH GOWER DIAMOND

SURGE TO PARTNER WITH SOUTH DUNDAS TO REBUILD BACKSTOP AND FENCING AT MORRISBURG DIAMOND

MERRICKVILLE DIAMOND

USED BY SEAWAY SURGE SINCE 2016

IN 2022, OVER 300 PLAYERS USED MERRICKVILLE DIAMOND

SURGE EXPANDED INFIELD AND REPLACED STONEDUST

SURGE PURCHASED NEW SETS OF BASE HOLDERS AND BASES

SURGE PURCHASED NEW PORTABLE MOUND

SURGE PURCHASED NEW BASEPATH LINER, CHAULK AND RAKES

ESTIMATED \$25K WORTH OF IMPROVEMENTS THROUGH FINANCIAL
AND IN-KIND DONATIONS

MERRICKVILLE DIAMOND

CONCERNS SURGE NEEDS INCREASED DIAMOND TIMES AS PROGRAMS GROW

NON FUNCTIONING LIGHTS MEANS DIAMOND CANNOT BE SAFELY USED IN EVENINGS.

LACK OF COMPLETE FENCING IN FRONT OF DUGOUTS A SAFETY RISK FROM FOUL BALLS

OTHER AREAS WHERE FENCE HAS HOLES OR HAS COME LOOSE FROM SUPPORTS

PARTNERSHIP SURGE HAPPY TO WORK WITH THE VILLAGE TO IMPROVE DIAMONDS THROUGH FINANCIAL AND LABOUR INVESTMENTS

SURGE CAN FACILITATE GRANT OPPORTUNITIES

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: April 24, 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 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 / Defeated

Michael Cameron, Mayor

SERVICES AGREEMENT

BETWEEN

ONTARIO CLEAN WATER AGENCY

A N D

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of May, 2023 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the Merrickville water and wastewater treatment facilities and distribution and collection systems, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of _____, 2023 passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.5 and Section 4.6 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;
 - (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client’s sewer use by-law or any Environmental Law;

- (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"). Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$2,000,000. Coverage is to respond to but not be limited to the following occurrences:
 - (i) Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
 - (ii) Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third-party computer information systems and will further include expenses related to third party computer forensics.
 - (iii) Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.
 - (iv) **Primary Coverage**
The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
 - (v) **Certificate of Insurance**
The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the “SDWA”), the *Ontario Water Resources Act* (“OWRA”) and the *Occupational Health and Safety Act* (the “OHSA”) and their regulations.
- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA’s ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client’s knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the “OHSA”) at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.7.

- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.

- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date of May 1, 2023 and shall continue in effect for an initial term of 1-year and nine-months, ending on December 31, 2024 (the "Initial Term") and then may be renewed for successive five (5) year terms (each a "Renewal Term") subject to mutual agreement between the Parties, unless terminated under Sections 6.1 of this Agreement.

Section 4.2 - Operations Estimate

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - Payment of the Estimate

The Client shall pay OCWA the annual Estimate for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2023. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.4 - Major Maintenance Expenditures

- (a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.

- (b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6) year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client's written approval of the estimate or revised estimate, authorizes OCWA to incur the Major Maintenance Expenditures included in the approved estimate (the "Approved Major Maintenance Expenditures").
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) Included in the Annual Price is an annual allowance for Major Maintenance Expenditures as set out in Schedule D.

Section 4.5 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.6 - Unexpected Expenses

- (a) "Unexpected Expenses" means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.

Section 4.7 - Interest on Late Payments

- (a) **Monthly Payment of Estimate and Management Fee.** If the Client's monthly payment of the Estimate and Management Fee are not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.8 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.7(a).

Section 4.9 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule G, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.10 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule G which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Estimate, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and

- (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Estimate and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.

- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the operational plan.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Estimate.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by e-mail, facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

(i) if to the Client:

Village of Merrickville-Wolford

317 Brock Street, PO Box 340

Merrickville, ON K0G 1N0

Telephone: 613-269-4791

Fax: 613-269-3095

Email: cao@Merrickville-wolford.ca

Attention: Doug Robertson, CAO

(ii) if to OCWA:

Ontario Clean Water Agency

20 Bennett Street, Suite 200

Carleton Place, ON K7C 4J9

Telephone: 613-329-9408

Fax: 613-253-8069

Email: ahennesy@ocwa.com

Attention: Aimée Hennessy, Business Development Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
 - (i) details of the Change in Circumstance;
 - (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
Richard Junkin, VP Operations

Date of Signing

By: _____
Robin Kind, Executive VP and General Counsel

**THE CORPORATION OF THE
MUNICIPALITY OF MERRICKVILLE-
WOLFORD**

Date of Signing

By: _____
Doug Robertson, CAO

Date of Signing

By: _____
Michael Cameron, Mayor

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out as follows:

Water Treatment Systems:

Municipal Drinking Water Licence No. 264-101
Municipal Drinking Water Works Permit No. 264-201
Permit to Take Water No. 2110-AP9LSG

Main Pumphouse consists of a 150 mm diameter pump header and appurtenances including a turbine flow meter, discharging into a single cell reservoir measuring 18 m x 13.5, x 3.5 m deep with a storage volume of 590 m³; two centrifugal high lift pumps, one duty pump rated at 15 L/s at a TDH of 50 m and one standby pump rated at 22.5 L/s at a TDH of 50 m, connected to the pumping discharge main; one electrically driven constant speed horizontal base-mounted, split case, centrifugal fire pump rated at 64 L/s at a TDH of 57 m; a sodium hypochlorite disinfection system, consisting of a 45 litre capacity sodium hypochlorite tank, with PVC spill basin, and one chemical metering pump rated at 1.6L/h at a TDH of 96.5 m.

Well #1 consists of a 250 mm diameter, 35-metre-deep drilled groundwater production well, equipped with a submersible deep well pump, rated at 7.9 L/s at a TDH of 13 m with a 100 mm diameter discharge line connected to a 100 mm diameter well pump header in the main pumphouse including a vented watertight galvanized steel enclosure over the well head.

Well #2 consists of a 200 mm diameter 49-metre-deep drilled groundwater production well equipped with a submersible deep well pump, rated at 4.7 L/s at a TDH of 10 m with a 100 mm diameter discharge line connected to the clearwell in the main pumphouse including a vented watertight galvanized steel enclosure over the well head.

Well #4 consists of a 200 mm diameter 50 metre deep drilled groundwater production well equipped with a submersible deep well pump, rated at 9.2 L/s at a TDH of 15 m with a 100 mm diameter discharge line connected to the clearwell in the main pumphouse including a vented watertight galvanized steel enclosure over the well head; a sodium hypochlorite disinfection system consisting of a 45 litre capacity sodium hypochlorite day tank with a PVC spill basin and one chemical metering pump rated at 1.6 L/s at a TDH of 96.5 m, injecting sodium hypochlorite solution into the common raw water discharge line of Well Pump No.2 and 4.

Water Distribution System

The pressure for the distribution system is maintained by the highlift pumps at the main pumphouse as there is no elevated water storage. There are 400 water connections, 57 hydrants, 68 valves and 2 pressure blow-offs.

Communal Wells

One located in the Village and the other approximately 10 kms west of the Village of Merrickville, both containing UV and Filters.

Wastewater Treatment Systems:

Environmental Compliance Approval No. 1121-7YRQLF

The Wastewater Treatment Facility consists of a 500 m³/d package extended aeration plant consisting of one aeration basin, final settling basin, chlorine contact tank and an aerobic sludge storage tank. A solution of ferric chloride is continuously added to the influent in the aeration tank for phosphorous removal. The effluent is disinfected using sodium hypochlorite and then discharge through a submerged outfall to the Rideau River. Due to the small surface settling area of the final settling basin the allowable plant capacity is approximately 340 m³/d. The effluent design objectives and guidelines are as stipulated in Table 1 (Effluent Criteria) of the Ministry of Environment's Procedure F-5-1.

Wastewater Collection System:

There are 340 residences connected to the sanitary sewer collection system. The raw sewage flows by gravity to the #1 sewage pumping station. From there it is pump by two submersible pumps to the Sewage Treatment Plant. The #2 sewage pumping station is not in service.

Part 2. Street Address of the Facilities

The street address of the Facilities is as follows:

Main Pumphouse	105 Main Street East
Well #1	North side of Main Street East 60 metres east of St. Lawrence Street
Well #2	North side of Main Street East 60 metres east of St. Lawrence Street
Well #4	North side of Main Street East 85 metres east of St. Lawrence Street
Merrickville Sewage Treatment Plant	106 Collar Hill Rd Merrickville-Wolford Village, United Counties of Leeds and Grenville

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Actual Charges” is defined in Section 2 under Schedule D of this Agreement.

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, and G attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.5(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Paragraph 4.6(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “G” describing the changes to the Agreement agreed to by both parties.

“Chemical Costs” is defined in Section 4.13(a).

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2023 is the CPI of September 2022 divided by the CPI of September 2021.

“**Current Annual Chemical Cost**” is defined in Section 4.13(a).

“**Current Annual Natural Gas Cost**” is defined in Section 4.12(a).

“**Current Term**” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“**Crown**” means Her Majesty the Queen in Right of Ontario.

“**Drinking Water Quality Management Standard (DWQMS)**” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“**Effective Date**” is defined on Page 1 of this Agreement.

“**Environmental Laws**” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“**ESA**” means the Electrical Safety Authority.

“**Estimate**” is defined in Section 1 under Schedule D of this Agreement.

“**Facilities**” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“**Hydro Costs**” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“**Indemnification Process**” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and

- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.5(a) of this Agreement.

“Management Fee” is defined in Paragraph 4(a) under Schedule D of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“Natural Gas Costs” is defined in Section 4.12(a).

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Estimate that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.11.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“OWRA” means the Ontario Water Resources Act, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or “Process Data Management” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.7(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or “Work Management Maintenance System” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

SCHEDULE C - The Services

Services for the Water Treatment System

Part 1 - Services included in the Estimate

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours of 7:00-3:30 and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. **Reporting**

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management System plan;
- (e) prepare and submit a Facilities performance report, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon;
- (f) prepare and submit a summarized financial report, in the format provided in Schedule F, on a quarterly basis indicating expenditures to date and funds remaining; and
- (g) prepare and submit an annual financial report, in the format provided in Schedule F;
- (h) before October 31st (as per agreement 4.6(b)), prepare a 10 year report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
- (b) develop inventory of critical spare parts.

5. Change in Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General Services – All Facilities

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services;
- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and responses to alarms during Business Hours;
 - (viii) maintenance of daily logs and records, including process control logs, laboratory data logs, Bypass reports and routine checklists as required by Applicable Laws;

- (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system;
- (x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (xi) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

8. Routine Maintenance

- (a) Perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (b) Utilize a maintenance management system which shall record information related to the maintenance of the Facilities including an inventory of all key equipment and tools;
- (c) Carry out a routine lubrication program including greasing and oiling as required in the lubrication schedule;
- (d) Perform annual Generator Maintenance Servicing.

9. Water Treatment Operations & Maintenance

- (a) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (b) Mix, monitor and adjust process chemicals to ensure adequate treatment;
- (c) Monitor raw water and report any problems;
- (d) Annual cleaning of wet well;
- (e) Monitor SCADA and Outpost 5 system for plant operations, process control, and after hour emergencies;
- (f) Calculate, record and analyze daily and monthly water flows, pump running hours and the amount of chlorine used;
- (g) Procure and replace filters and UV bulbs;
- (h) Routinely conduct water tests as per regulations and Facility's Municipal Drinking Water License and Drinking Water Works Permit.
- (i) Well level monitoring;

10. Water Distribution General Operation

- (a) Open, exercise and flush water hydrants semi-annually, perform minor repairs and paint where necessary and winterize each fall;
- (b) Inspect distribution system, visually for major leaks, exercise main distribution shut-off valves and collect samples and monitor chlorine residual;

- (c) Inspect equipment at low lift station, pumps, chemical systems, on line monitors and standby power;
- (d) Arrange for repairs to water leaks in distribution system on municipal property only (to curb stop) as warranted from the Municipality;
- (e) Exercise main distribution shut-off valves on a bi-annual schedule.
- (f) Perform all shutoffs and turn-ons for seasonal properties;
- (g) Perform system locates during regular business hours;
- (h) Inspection of all lifting, safety equipment;
- (i) Calibration of gas detectors
- (j) Calibration of flow meters.
- (k) water meter reading.
- (l) New water service connection to main inspections on municipal property.
- (m) back flow prevention inspection measures at facilities.
- (n) water service disconnect and reconnect; Turn- on/off during regular business hours
- (o) water infrastructure locates during regular business hours.
- (p) inspection of repaired water mains during regular business hours.
- (q) new sewer service installation or connection inspection during regular business hours
- (r) inspection of repaired sewer services during regular business hours

11. Wastewater Treatment General Operation

- (a) Inspect process control equipment to ensure proper operation of bar screens, secondary wastewater treatment tanks, pumps, blower and aeration systems, disinfection systems, sludge holding tanks, stand by power and other chemical feeders;
- (b) Operate pump controls and valve controls for pumping of process streams;
- (c) Hose down walls and channels and floats in wet well;
- (d) Calculate, record and analyze the amount of wastewater treated, the daily flows and monthly flows, pumping station running hours and diesel running hours;
- (e) Collect representative samples for heavy metals and trace organics, conduct routine analysis for coliform bacteria and chemicals and ensure that they are shipped to the proper laboratories;
- (f) Clean wet wells, basket bar screens; check travelling bar screens, clean aerated grit tanks;
- (g) Remove grit as required;
- (h) OCWA staff will on a routine basis:
 - monitor and adjust dosages of process chemical as required;

- record and analyze electricity used, chemicals used, chlorine residuals, disinfection, process water and wastewater flow calculations;
 - collect samples and perform routine wastewater tests in accordance with the Certificate of Approval or legislation;
- (j) Coordination and removal of biosolids, haulage and disposal from the Facilities in accordance with applicable MECP Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MECP's "Guideline for Sludge Utilization on Agricultural Lands", dated October 1992.

12. Wastewater Collection General Operation

- (a) As required, remove maintenance hole covers and inspect maintenance holes for flow through, debris accumulation, structural stability of walls, and rungs, infiltration and proper benching;
- (b) Inspect equipment at pumping stations and forcemains to ensure proper operation of bar screens, pumps, blowers, disinfection systems, filters, stand by power and other chemical feeders;
- (c) Check pumping stations and force mains to ensure their proper operation and take routine readings;
- (d) Supervise repairs and inspections to the collection system, force main and irrigation system.
- (e) Visual manhole inspections

13. Small Systems General Operation

- (a) Perform regular system checks on a monthly basis during operating season where applicable;
- (b) Advise Client of any routine maintenance required including replacement of filters, and UV bulbs;
- (c) Liaise with regulators for issues and inspection.
- (d) Water testing/sampling of small drinking water systems will be completed upon opening for the season, and every second month thereafter. System and well head checks are completed on the non-sample months.
- (e) Perform regular system checks on a monthly basis during operating season where applicable;

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) contract the installation and replacement of water meters.
- (c) well cameraing/.
- (d) clearwell cleaning;

2. Capital Projects Plans

- (a) Assist in preparing a detailed Capital Projects Plan for the facility large scale projects.

3. Watermain Services

- (a) contract repair for watermain breaks including road restoration;
- (b) new watermain conditioning;
- (c) watermain swabbing;
- (d) exercising secondary valves;
- (e) leak detection;
- (f) chamber inspections, monitoring.

4. Sewermain Services

- (a) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (b) new sewer service installation or connections;
- (c) contract repair for sewer line breaks including road restoration;
- (d) inspection of repaired sewer services;
- (e) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (f) high pressure sewer flushing;
- (g) acoustic pipe inspection;
- (h) infiltration surveys, sewer cameraing;
- (i) contract to adjust and level manholes;

5. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) water tower painting and repair;
- (d) provide assistance and/or complete applicable funding applications;
- (e) initial condition inspection;
- (f) financial plans for water infrastructure.

6. Hydrant Services

- (a) hydrant flow testing;

- (b) hydrant repairs;
- (c) painting hydrants.

7. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE D - The Estimate And Other Charges and Adjustments

1. Operations Estimate

No later than **October 31st** of each year of the Initial Term or any Renewal Term, OCWA shall prepare and submit to the Client, for its approval, an estimate of the charges associated with the provision of the operational and maintenance Services for the following calendar year. The Client will inform OCWA no later than December 1st whether the estimate is approved or not approved (the approved estimate is referred to as the “Estimate”). If the Client does not provide OCWA with its decision regarding approval by the December 1st date, the Estimate shall be deemed approved. The Estimate shall be OCWA’s authorization to incur the expenditures in the Estimate. **The Estimate for the period of January 1 to December 31, 2023 (Year One) of the Initial Term is \$636,193.**

FACILITY	OPERATIONS ESTIMATE
Merrickville Water Treatment	\$314,927
Merrickville Wastewater Treatment	\$321,266

2. Reconciliation of the Estimate and Actual Charges

At the end of each calendar year, OCWA will determine the actual charges for providing the Services to the Client for that year (the “Actual Charges”) which, as indicated in Paragraph 2.7(a), may include an increase in premium for the Insurance. If the Estimate paid by the Client for the year exceeds the Actual Charges, OCWA will pay the Client the difference within thirty (30) days of OCWA making the determination. If the Actual Charges exceed the Estimate paid by the Client, the Client shall pay OCWA the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

3. Other Charges

The Estimate, as reconciled with the Actual Charges, includes all charges associated with providing the Services, except for the following:

- (a) OCWA’s Management Fee (as described in Section 4 of Schedule D below);
- (b) any Major Maintenance (as defined in Section 4.4);
- (c) Capital Projects (as defined in Section 4.5);
- (d) Unexpected Expenses (as defined in Paragraph 4.6);
- (e) charges for any Optional Services that are provided by OCWA to the Client (as described in Section 5 of this Schedule D);

4. Management Fee

- (a) In addition to payment of the Estimate, as reconciled, with the Actual Charges, the Client shall also pay OCWA an annual management fee (the “Management Fee”) to provide the management Services. The Management fee for the first year of the Initial Term (“Year One”) shall be the Management Fee from 2022 plus the CPI Adjustment. The Management Fee shall be paid by the Client in twelve (12) equal monthly instalments at the same time and in the same manner as the Estimate.
- (b) For the second year (“Year Two”) and subsequent years of the Initial term, the annual Management Fee shall be the Year One Management Fee plus the CPI Adjustment.
- (c) The Management Fee in any Renewal Term shall be as agreed by the Client and OCWA. If the Client and OCWA cannot reach an agreement on the Estimate and Management Fee for any Renewal Term within six (6) months of the beginning of the last year of the current term (whether the Initial Term or a Renewal Term) (the “Current term”), this Agreement will be terminated one year from the last day of the Current Term. The Parties shall treat this final year in the same manner as if the Current term was extended an additional year.

5. Allowance for Major Maintenance

- (a) The Annual Price includes an annual allowance in the amount of \$25,000 for Major Maintenance Expenditures. Approval of each expenditure remains that of the Client as per Section 4.6 – Major Maintenance Expenditures.
- (b) Administration fees shall be billed to the Client as per section 9 below.
- (c) A reconciliation of actual costs will take place following the close of each year in conjunction with the Annual Financial Report.

6. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, (0800 to 1630) shall be billed at \$90.00/hour/person for a senior operations manager and process & compliance manager, and \$65.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed at \$135.00/hour/person a senior operations manager and process & compliance manager, and \$97.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$135.00/hour/person for a senior operations manager and process & compliance manager,

and \$97.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.50/km/vehicle;

- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee
- (e) Costs for Optional Services provided by OCWA staff (i.e. engineering services, project management, SCADA, innovation technology, process optimization and asset management services) will be based on OCWA's technical services hourly rate schedule. This rate schedule will be set by OCWA at the beginning of each calendar year and will be reviewed by the Client as part of the Optional Services approval process.

7. Service Fee

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor's services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% on the first \$10,000; plus
- (b) 10% on the amount in from \$10,000 to \$50,000; plus
- (c) 5% on the amount in excess of \$50,000.

For example, the Service associated with Major Maintenance which required \$56,000 in supplies and materials would be \$5,800 ($15\% \times \$10,000 + 10\% \times \$40,000 + 5\% \times \$6,000$).

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

Insured Perils: All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

Policy Limits:

- Replacement Value
- Extra expenses
- Expediting expenses

Insurable Values:

Merrickville Water Treatment	\$5,000,000
Merrickville Wastewater Treatment	\$9,690,000

(Subject to Annual Review by the Client.)

Deductibles: Earthquake – *Facilities and Locations in Earthquake Zones*
5% of the value of the property insured subject to a minimum of \$250,000.

Earthquake – *All Other Facilities*
3% of the value of the property insured subject to a minimum of \$100,000.

Flood – *Facilities and Locations in 100-year Flood Zones*
5% of the value of the property insured, subject to a minimum amount of \$250,000.

Flood – *Facilities and Locations in 500-year Flood Zones*
3% of the value of the property insured, subject to a minimum amount of \$250,000.

Flood - *All Other Facilities*
3% of the value of the property insured, subject to a minimum amount of \$100,000. Facilities and Locations, including Newly Acquired until assessed by Insurer(s).

Water Damage - \$130,000

Sewer back-up

2% of the value of the property insured, subject to a minimum amount of \$130,000.

Portable Generators

3% of the value of the property insured, subject to a minimum amount of \$24,500.

Installations, Hook Liability or Portable Water Treatment Facility - \$27,500.

Testing & Commissioning - \$27,500

All Other Losses:

<u>Deductible</u>	<u>Facility & Location Insurable Value</u>
<u>\$27,500</u>	with total value up to \$25,000,000
<u>\$32,500</u>	with total value over \$25,000,000 and at or under \$75,000,000
<u>\$50,000</u>	with total value over \$75,000,000

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the "Property Excluded" section of the policy.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the "Object" itself and for loss to other insured property directly damaged by the "Accident", except as excluded under the policy.

Limit: **Maximum** \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2023; subject to changes on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA pro rata in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2023; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean-up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2023; subject to change on an annual basis.

SCHEDULE G - Change Order Form**Change Order Form**

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: Title:	Date (YYYY/MM/DD):	
Client	Per: _____ Name: Title:	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	Adjustment to Estimate		
	Change to Service		
	Impact		
Adjustment to Estimate			
Description – Attach Additional Documentation if Required			
Change in Services			
Description – Attach Additional Documentation if Required			
Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland 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.
- 2.
- 3.

Carried / Defeated

Michael Cameron, Mayor



**Terms of Reference
Committee of Adjustment
Schedule "A" to By-law 26-2019**

Definition:

"Committee of Adjustment" shall have the same meaning as a Committee established under Section 44 of the Planning Act R.S.O. 1990 c. P.13, as amended.

Mission:

The mission of the Village of Merrickville-Wolford Committee of Adjustment is to consider the authorization of a minor variance from a provision in any bylaw that implements an official plan or to grant a permission with respect to the use of a structure or property in accordance to the requirements of the Planning Act R.S.O. 1990 c. P.13

Objectives/Powers of Committee:

One objective of the Committee is to authorize a minor variance where in the opinion of the Committee the variance meets the four tests set out as follows:

1. It is desirable for the appropriate development or use of the land, building or structure
2. It meets the general intent and purpose of the bylaw
3. It meets the general intent and purpose of the official plan
4. The variance is minor

A second objective of the Committee is to authorize a permission for a use that is prohibited by the implementing bylaw for the enlargement or extension of a legal non-complying building or structure, or to clarify the use of a building, structure or property with respect to the implementing bylaw in accordance to Section 45(2) of the Act.

Composition:

Council may appoint, by resolution or by bylaw, not fewer than three (3) persons from the municipality to the Committee of Adjustment for a term of office concurrent with the term of Council:

- a. The selection of the members shall be through a public application process.
- b. The members will be regarded as private citizens and do not represent their employers or any advocacy group in their capacity as a member;
- c. At least one (1) Council Liaison shall be appointed annually by Council
- d. The Head of Council is a member (Mayor – ex officio).
- e. When a member ceases to be able to carry out his or her duties before the expiration of his or her term, the Council shall forthwith fill any vacancy for the unexpired portion of the term
- f. The Village's Chief Building Official may be the secretary-treasurer to the Committee

Quorum:

Where the Committee is composed of three members, two members shall constitute a quorum and where the Committee is composed of more than three members, three members shall constitute a quorum. No meeting shall proceed without a quorum.

Chair and Acting Chair:

As a first order of business, the members of the Committee shall elect one of themselves as chair and in the absence of the chair, the Committee may elect an acting chair.

The committee shall appoint a secretary-treasurer, who may be a member of the Committee or the Village's Chief Building Official.

Motions:

Decisions made during Committee of Adjustment meetings will follow the process of making a motion, having it seconded and then having it voted on and passed by the majority of the Committee.

Meetings:

Meetings of the Committee shall be governed by the Village's Procedural By-law 30-17, as amended, any applicable legislation, and Robert's Rules of Order.

The Committee shall meet at the call of the secretary-treasurer or when an application for minor variance or permission has been received.

All meetings are open to the public and subject to the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M 56, as amended.

Role of Members:

The roles of the members of the Committee of Adjustment include, but are not limited to:

- Attending meetings as scheduled and additional meetings as necessary;
- Participating actively in discussions and planning and sharing the workload of the Committee;
- Hearing an application for minor variance and determining if an application meets the four tests as set out under the Objectives/Powers of the Committee
- Hearing an application for permission and determining if an enlargement or extension of a legal non-complying building or structure may be granted or clarifying the use of a building, structure or property.
- Providing expertise in their professional area of responsibility;
- Providing timely regrets to the chair if unable to attend a meeting;
- Declaring any conflict of interest in accordance with the Municipal Conflict of Interest Act R.S.O. 1990, c.M50, as amended, and excluding themselves from any discussion and/or voting where such a conflict exists or may exist.

Technical Advice:

The Committee may request advice from the secretary-treasurer and/or any such person as the Committee deems necessary.

Conflicts of Interest:

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act R.S.O. c.M50 and shall disclose the pecuniary interest to the chair in the public agenda and excuse himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

Budget:

All monies required for any reason pertaining to the Committee carrying out its duties must be approved by Council. All requests must be submitted by September 15th of the preceding year.

All approved budget items shall be administered by the Village, through the direction of Council.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

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 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.
- 2.
- 3.

Carried / Defeated

Michael Cameron, Mayor



**Terms of Reference
Property Standards Committee
Schedule "A" to By-law 24-2019**

Definition:

"Property Standards Committee" as defined in the Property Standards By-law 22-03, as amended, shall have the same meaning as a Committee established under Section 15.6 of the Building Code Act S.O. 1992, as amended.

Mission:

The mission of the Village of Merrickville-Wolford Property Standards Committee is to hear a lawful appeal from an Order issued by the Village Property Standards Officer. The Committee may determine if the order shall be upheld, modified or rescinded, or extend the time for complying with the order.

Objectives/Powers of Committee:

- The objective of the Committee is to afford the owner or occupant of a property the opportunity to appeal from an order issued by the Officer and to facilitate, as needed, compliance with the order, in accordance to the Village's Property Standards By-law 22-03, as amended.
- When considering appeals from an order issued by the Officer, the Committee shall have all the same powers and functions as the Officer and, as such, shall confirm an order to demolish or repair, or may modify or quash or extend the time for compliance.

Composition:

Council shall appoint at large, by resolution or by by-law, not fewer than three (3) persons from the municipality to the Property Standards Committee for a term of office concurrent with the term of Council:

- a. The selection of the members shall be through a public application process.
- b. The members will be regarded as private citizens and do not represent their employers or any advocacy group in their capacity as a member;
- c. One (1) Council Liaison shall be appointed by Council,
- d. Head of Council (Mayor – ex officio).
- e. The Council shall forthwith fill any vacancy.
- f. The Village's Chief Building Official shall be the Secretary to the Committee

Quorum:

A majority of the members constitutes a quorum for transacting the Committee's business. No meeting shall proceed without a quorum.

Motions:

Decisions made during Property Standards Committee meetings will follow the process of making a motion, having it seconded and then having it voted on by the majority of the Committee.

Meetings:

Meetings of the Committee shall be governed by the Village's Procedural By-law 30-17, any applicable legislation, and Robert's Rules of Order.

The Committee shall meet at the call of the secretary or when an appeal has been received.

All meetings are open to the public and subject to the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M 56, as amended.

Chair and Deputy Chair:

The Committee shall, at the first meeting of a new term, elect a chair and a deputy chair from amongst themselves.

Role of Members:

The roles of the members of the Property Standards Committee include, but are not limited to:

- Attending appeals as scheduled and additional meetings as necessary;
- Participating actively in discussions and planning and sharing the workload of the Committee;
- Hearing an appeal and determining if an order should be confirmed, modified or rescinded, or if more time is necessary to comply with order;
- Providing expertise in their professional area of responsibility;
- Providing timely regrets to the chair if unable to attend a meeting;
- Declaring any conflict of interest in accordance with the Municipal Conflict of Interest Act R.S.O. 1990, c.M50, as amended, and excluding themselves from any discussion and/or voting where such a conflict exists or may exist.

Technical Advice:

The Committee may request advice from the Secretary and/or the Officer

Conflicts of Interest:

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act R.S.O. c.M50 and shall disclose the pecuniary interest to the chair in the public agenda and excuse himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

Budget:

All monies required for any reason pertaining to the Committee carrying out its duties must be approved by Council. The Committee shall, by September 15th of the preceding year, provide the Village Treasurer with a draft budget for Council's consideration during the budgeting process.

All approved budget items shall be administered by the Village, through the direction of Council.

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: April 24, 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.
- 2.
- 3.
- 4.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

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 member to the Police Services Board for the 2022-2026 term:

- 1.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

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.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Carried / Defeated

Michael Cameron, Mayor



MERRICKVILLE-WOLFORD
Jewel of the Rideau

Terms of Reference

Heritage & Planning Advisory Committee (HPAC)

Mission

The Village of Merrickville-Wolford's Heritage & Planning Advisory Committee (HPAC) mission is to provide Council with recommendations and guidance in areas related to land use planning and cultural heritage. The Committee will advise Council regarding heritage issues, including the protection, enhancement, preservation and conservation of the Village's heritage and historically significant environments while adhering to the *Ontario Heritage Act* and all other applicable legislation and policies. The Committee will aim to encourage appropriate development while preserving our valuable heritage.

Objectives

The Committee will assist Council as follows:

- Review, as necessary, the provisions of the Official Plan and Zoning By-Law and related municipal policies and recommend amendments to Council that would be in the best interests of the Village;
- Review and provide recommendations to Council on any other planning matters as requested by Council including, but not necessarily limited to, Official Plan Amendments, Zoning By-law Amendments, applications for approval of Draft Plans of Subdivision, etc.;
- Advise and assist Council as a Municipal Heritage Committee on all matters as required and in compliance with Section 28(1) of the *Ontario Heritage Act*, R.S.O. 1990, and report to and advise Council on specific projects or reviews as directed by Council;
- Provide recommendations to Council for those matters that require legislated consultation of the Committee, including the heritage designation process for individual properties and districts, applications to alter the designated properties, applications to demolish or remove designated properties and application to reap designation by-laws; and
- Identify and promote strategic initiatives as directed by Council regarding the protection of heritage.

Composition

In accordance with Section 8(4) of the Planning Act and the Ontario Heritage Act Section 28(2), the members of the HPAC shall be appointed by Council and shall include:

- a. A total of nine (9) Voting Members selected at large by resolution or by-law through a public application process who will be regarded as private citizens and do not represent their employers or advocacy group in their capacity as a member and which shall include at least one (1) resident of the municipality who is neither a member of Council, nor an employee of the municipality;
- b. One (1) Council liaison appointed by Council as a non-voting member for the term of the Committee, who has the authority to delegate a designate in their absence; and
- c. Head of Council (Mayor – ex officio)

Terms of Office

Membership of the Committee shall align with regular municipal elections (every four years) and the Committee will expire at the end of a term of Council.

Quorum

A quorum will consist of a minimum of four (4) or more of the voting members. No meeting shall proceed without quorum present. If the Committee cannot achieve quorum for a meeting, then no business shall be conducted, and the meeting shall be cancelled.

Motions

All decisions made during Heritage & Planning Advisory Committee meetings will follow the process of making a motion, having it seconded and having it voted on and passed by the majority of the Committee Members present. All motions and decisions shall be captured in the meeting minutes by the Secretary.

Meetings

Meetings of the Committee shall be governed by Council's Procedural By-law 30-17, applicable legislation, and Robert's Rules of Order.

The Committee shall meet on a bi-monthly basis, for a total of six (6) meetings per year, with the authority to call a special meeting at the call of the Chairperson if necessary to conduct business.

All meetings are mandated to be open to the public.

All meetings may be conducted either virtually via Zoom, or in-person.

Role of Chairperson

The Committee shall, at the first meeting of a new term, appoint a Chairperson from amongst its Members. The Committee then shall, at the first meeting of each calendar year, appoint a Chairperson for the duration of the calendar year.

The Committee chairperson shall be responsible for:

- Establishing a regular meeting schedule;
- Facilitating meetings;
- Ensuring that procedure is followed during meetings;
- Appointing a Secretary of the Committee at the first meeting of a new term to take minutes of all Committee meetings;
- Sending all Committee agendas to the Clerk for circulation on the Village website;
- Providing all necessary documentation and/or requests to Council through the Committee's Council liaison in conjunction with the Clerk; and
- Ensuring completion of tasks and objectives by Committee members.

Role of Members

The roles of the members of the Heritage & Planning Advisory Committee include, but are not limited to:

- Attending regular meetings as scheduled and additional meetings as necessary;
- Participating in discussions and planning and sharing the workload of the Committee;
- Participating respectfully with other Committee members, and follow the procedure and conduct as included in the Procedural By-law 30-17;
- Providing expertise advice and solutions in their professional area of expertise, if any;
- Providing regrets to the chairperson as soon as possible if unable to attend a scheduled meeting; and
- Declaring conflicts of interest as defined in the *Municipal Conflict of Interest Act* and excluding themselves from any discussion and/or voting where such conflict exists or may exist.

Conflicts of Interest

All members shall familiarize themselves with the definitions of a conflict of interest as contained in the *Municipal Conflict of Interest Act* and shall disclose any conflict of interest to the chairperson and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

Reporting to Council

The Heritage & Planning Advisory Committee shall report to Council:

- a. Through the minutes of the meetings;
- b. Via Committee reports with the recommendation template as provided by the Village Clerk;
- c. As deemed necessary by the Committee for submission through the Council Liaison;
- d. As requested by Council.

Budget

All monies required for any reason pertaining to the Committee carrying out its duties must be approved by Council. All requests must be submitted by September 15th of the preceding year.

All approved budget items shall be administered by the Village, through direction of Council.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

Be it hereby resolved that:

WHEREAS the Terms of Reference for the Community Wellness & Environmental Advisory Committee 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.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Carried / Defeated

Michael Cameron, Mayor



Terms of Reference

Community Wellness & Environmental Advisory Committee (CWEAC)

Mission

The Village of Merrickville-Wolford's Community Wellness & Environmental Advisory Committee mission is to provide advice and recommendation to Council on matters associated with recreational activities within the Village regarding the protection, enhancement, and restoration of the Village's recreational facilities and services. The Committee will advise Council regarding the protection, enhancement, preservation and conservation of the Village's natural environment, while also working towards community improvement with a focus on economic development initiatives for the improvement of quality of life for all residents and the Village as a whole.

Objectives

The Committee will assist Council as follows:

- Identify projects and initiatives and to provide recommendations to Council regarding community development matters;
- Promote strategic initiatives as directed by Council regarding community development;
- Increase general public awareness and promotion of environmental issues;
- Provide advice surrounding environmental impacts of development, as requested by Council;
- Identify projects and initiatives and to advise Council regarding new alternatives of an ecological nature which may improve the management of the urban and rural landscape and thereby contribute to the well-being of the entire ecosystem;
- Identify projects, initiatives and opportunities and to advise Council regarding the enhancement of quality of life for all residents through recreation-based activities and services;
- Increase general public awareness, communications and promotion of healthy lifestyles and recreational programs;
- Encourage strategic initiatives regarding promoting healthy living; and
- Advise on any special projects or initiatives as directed by Council at any time.

Composition

The Community Wellness & Environmental Advisory Committee shall be appointed by Council and shall include, but not be limited to:

- a. Nine (9) Voting Members selected at large by resolution or by-law through a public application process who will be regarded as private citizens and do not represent their employers or advocacy group in their capacity as a member;
- b. One (1) Council liaison to be appointed by Council for the term of the Committee, who has the authority to delegate a designate in their absence; and
- c. Head of Council (Mayor – ex officio)

Terms of Office

Membership of the Committee shall align with regular municipal elections (every four years) and the Committee will expire at the end of a term of Council.

Quorum

A quorum will consist of a minimum of four (4) or more of the voting members. No meeting shall proceed without quorum present. If the Committee cannot achieve quorum for a meeting, then no business shall be conducted, and the meeting shall be cancelled.

Motions

All decisions made during Community Wellness & Environmental Advisory Committee meetings will follow the process of making a motion, having it seconded and having it voted on and passed by the majority of the Committee Members present. All motions and decisions shall be captured in the meeting minutes by the Secretary.

Meetings

Meetings of the Committee shall be governed by Council's Procedural By-law 30-17, applicable legislation, and Robert's Rules of Order.

The Committee shall meet on a bi-monthly basis, for a total of six (6) meetings per year, with the authority to call a special meeting at the call of the chairperson if necessary to conduct business.

All meetings are mandated to be open to the public.

All meetings may be conducted either virtually via Zoom, or in-person.

Role of Chairperson

The Committee shall, at the first meeting of a new term, appoint a Chairperson from among its Members. The Committee then shall, at the first meeting of each calendar year, appoint a Chairperson for the duration of the calendar year.

The Committee chairperson shall be responsible for:

- Establishing a regular meeting schedule;
- Facilitating meetings;
- Ensuring that procedure is followed during meetings;
- Appointing a Secretary of the Committee at the first meeting of a new term to take minutes of all Committee meetings;
- Sending all Committee agendas to the Clerk for circulation on the Village website;
- Providing all necessary documentation and/or requests to Council through the Committee's Council liaison in conjunction with the Clerk; and
- Ensuring completion of tasks and objectives by Committee members.

Role of Members

The roles of the members of the Community Wellness & Environmental Advisory Committee include, but are not limited to:

- Attending regular meetings as scheduled and additional meetings as necessary;
- Participating in discussions and planning and sharing the workload of the Committee;
- Participate respectfully with other Committee members, and follow the procedural conduct as included in the Procedural By-law 30-17;
- Providing expertise advice and solutions in their professional area of expertise;
- Providing regrets to the chairperson as soon as possible if unable to attend a scheduled meeting; and
- Declaring conflicts of interest as defined in the *Municipal Conflict of Interest Act* and excluding themselves from any discussion and/or voting where such conflict exists or may exist.

Conflicts of Interest

All members shall familiarize themselves with the definitions of a conflict of interest as contained in the *Municipal Conflict of Interest Act* and shall disclose any conflict of interest to the chairperson and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

Reporting to Council

The Community Wellness & Environmental Advisory Committee shall report to Council:

- a. Through the minutes of the meetings;
- b. Via Committee reports with the recommendation template as provided by the Village Clerk;
- c. As deemed necessary by the Committee for submission through the Council Liaison;
- d. As requested by Council.

Budget

All monies required for any reason pertaining to the Committee carrying out its duties must be approved by Council. All requests must be submitted by September 15th of the preceding year.

All approved budget items shall be administered by the Village, through direction of Council.

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: April 24, 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 appoint the following Council member to the Committee of Adjustment for the 2022-2026 term:

- 1.

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: April 24, 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 appoint the following Council member to the Property Standards Committee for the 2022-2026 term:

- 1.

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: April 24, 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 appoint the following Council member to the Merrickville Public Library Board for the 2022-2026 term:

- 1.

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: April 24, 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 appoint the following Council member to the Heritage & Planning Advisory Committee for the 2022-2026 term:

- 1.

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: April 24, 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 appoint the following Council member to the Community Wellness & Environmental Advisory Committee for the 2022-2026 term:

- 1.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

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 RESOVLED THAT the Council of the Corporation of the Village of Merrickville-Wolford does hereby appoint _____ as the Municipal Representative to the Rideau Valley Conservation Authority Board of Directors.

Carried / Defeated

Michael Cameron, Mayor



3889 Rideau Valley Drive
PO Box 599, Manotick ON K4M 1A5
T 613-692-3571 | 1-800-267-3504
F 613-692-0831 | www.rvca.ca

October 13, 2022

RVCA Member Municipalities
Attention: Clerk and CAO

Re: New Term of Council and Appointment of RVCA Board Members

Dear Member Municipalities,

With the municipal election taking place this month, I wanted to provide you with the following information regarding municipal appointments to the Rideau Valley Conservation Authority's Board of Directors. This information also contains some new legislative requirements pertaining to Board appointments that resulted from recent changes to the *Conservation Authorities Act*.

Appointment of Members

Under Section 14 of Ontario's *Conservation Authorities Act*, your municipal Council is entitled to appoint one (1) member to the Rideau Valley Conservation Authority to represent your municipality.

- This person can be appointed for a term of up to four years;
- This person must be a resident of a municipality in the authority's jurisdiction; and
- The *Conservation Authorities Act* now requires that at least 70 percent of a municipality's appointees be selected from among the members of the municipal council. This means that the member appointed by your municipality must be a member of Council unless your Council requests an exception from the Minister to appoint a citizen representative.

Should your municipality wish to apply for an exception please let us know as soon as possible and we will assist you with the process, otherwise please inform us at your earliest convenience which member of Council has been appointed as your representative to our Board of Directors.

**Proudly working in partnership
with our 18 watershed municipalities**

Athens, Augusta, Beckwith, Central Frontenac, Clarence-Rockland,
Drummond/North Elmsley, Elizabethtown-Kitley, Merrickville-Wolford, Montague,
North Dundas, North Grenville, Ottawa, Perth, Rideau Lakes, Smiths Falls, South Frontenac, Tay Valley, Westport

Transition

As per the *Conservation Authorities Act*, your current member will continue to serve on the RVCA's Board of Directors until your municipality has appointed or reappointed a member for the new term. We hope your municipality will be able to advise us of your appointment by mid-January to enable new and returning members to attend an important orientation session on January 30, 2023.

Background Information

To assist you with the appointment of a new member we have provided some key information below pertaining to meetings and the role of members:

- Board meetings are generally held at 6:30 pm on the fourth Thursday of every month (except August and December when there is no meeting).
- Members are reimbursed for eligible expenses such as mileage and they currently receive a per diem of \$70 per meeting.
- The RVCA is a municipally-based organization that delivers programs and services to manage water and other natural hazards and resources across the Rideau River watershed. The RVCA promotes an integrated approach to natural resource management, one that balances human, environmental and economic needs.
- The Board of Directors is responsible for the RVCA and oversees its management under the *Conservation Authorities Act*. All members of the Board shall:
 - Attend all meetings of the RVCA
 - Understand the purpose, function and responsibilities of the RVCA
 - Be familiar with the RVCA's statutory and other legal obligations
 - Uphold the mandate, vision and mission of the RVCA
 - Work with management to set goals and priorities to protect the health of the watershed
 - Set policy for the RVCA to achieve these goals and priorities
 - Ensure adequate resources and procedures are in place for staff to implement policies
 - Evaluate corporate performance and transparency
 - Maintain the financial integrity of the RVCA and ensure it operates with due diligence
 - Approach all RVCA issues with an open mind, with consideration for the organization as a whole
 - Consider the RVCA's jurisdiction in its entirety, including their appointing municipality
 - Always act in the best interest of the RVCA (fiduciary duty)
 - Be a liaison between the RVCA and its member municipalities (information sharing)
 - Respect decisions of the Board and its committees
 - Respect confidentiality

- Each appointee to the RVCA Board of Directors must also adhere to the attached Code of Conduct and Conflict of Interest Policy.
- We also encourage all potential appointees to review RVCA's Administrative Bylaw which can be found at www.rvca.ca/about-us (under *Governance/Board*).

If you have any questions about appointing a member, or if we can provide you with any further information or assistance, please don't hesitate to contact me at 613-692-3571 ext. 1214 or sommer.casgrain-robertson@rvca.ca.

Best wishes for your new term of council, and we look forward to continuing to work with you and your municipality over the next four years.

Sincerely,



Sommer Casgrain-Robertson
General Manager / Secretary-Treasurer

Attachments:

- RVCA's Member Code of Conduct
- RVCA's Member Conflict of Interest Policy

Appendix 1 – Member Code of Conduct

1. Background

The Rideau Valley Conservation Authority demands a high level of integrity and ethical conduct from its General Membership. The Authority's reputation has relied upon the good judgement of individual Members. A written Code of Conduct helps to ensure that all Members share a common basis for acceptable conduct. Formalized standards help to provide a reference guide and a supplement to legislative parameters within which Members must operate. Further, they enhance public confidence that Members operate from a base of integrity, justice and courtesy.

The Member Code of Conduct is a general standard. It augments the laws which govern the behaviour of Members, and it is not intended to replace personal ethics.

This Member Code of Conduct will also assist Members in dealing with confronting situations not adequately addressed or that may be ambiguous in Authority resolutions, regulations, or policies and procedures.

2. General

All Members, whether municipal councillors or appointed representatives of a municipality, are expected to conduct themselves in a manner that reflects positively on the Authority.

All Members shall serve in a conscientious and diligent manner. No Member shall use the influence of office for any purpose other than for the exercise of his/her official duties.

It is expected that Members adhere to a Code of Conduct that:

- i. Upholds the mandate, vision and mission of the Authority;
- ii. Considers the Authority's jurisdiction in its entirety, including their appointing municipality;
- iii. Respects confidentiality;
- iv. Approaches all Authority issues with an open mind, with consideration for the organization as a whole;
- v. Exercises the powers of a Member when acting in a meeting of the Authority;
- vi. Respects the democratic process and respects decisions of the General Membership, Executive Committee, Advisory Boards and other committees;
- vii. Declares any direct or indirect pecuniary interest or conflict of interest when one exists or may exist; and
- viii. Conducts oneself in a manner which reflects respect and professional courtesy and does not use offensive language in or against the Authority or against any Member or any Authority staff.

3. Gifts and Benefits

Members shall not accept fees, gifts, hospitality or personal benefits that are connected directly or indirectly with the performance of duties, except compensation authorized by law.

4. Confidentiality

The Members shall be governed at all times by the provisions of the *Municipal Freedom and Information and Protection of Privacy Act*.

All information, documentation or deliberations received, reviewed, or taken in a closed meeting are confidential.

Members shall not disclose or release by any means to any member of the public, either in verbal or written form, any confidential information acquired by virtue of their office, except when required by law to do so.

Members shall not permit any persons, other than those who are entitled thereto, to have access to information which is confidential.

In the instance where a Member vacates their position on the General Membership they will continue to be bound by MFIPPA requirements.

Particular care should be exercised in protecting information such as the following:

- i. Human Resources matters;
- ii. Information about suppliers provided for evaluation that might be useful to other suppliers;
- iii. Matters relating to the legal affairs of the Authority;
- iv. Information provided in confidence from an Aboriginal community, or a record that if released could reasonably be expected to prejudice the conduct of relations between an Aboriginal community and the Authority;
- v. Sources of complaints where the identity of the complainant is given in confidence;
- vi. Items under negotiation;
- vii. Schedules of prices in tenders or requests for proposals;
- viii. Appraised or estimated values with respect to the Authority's proposed property acquisitions or dispositions;
- ix. Information deemed to be "personal information" under MFIPPA.

The list above is provided for example and is not exhaustive.

5. Use of Authority Property

No Member shall use for personal purposes any Authority property, equipment, supplies, or services of consequence other than for purposes connected with the discharge of Authority duties or associated community activities of which the Authority has been advised.

6. Work of a Political Nature

No Member shall use Authority facilities, services or property for his/her election or re-election campaign to any position or office within the Authority or otherwise.

7. Conduct at Authority Meetings

During meetings of the Authority, Members shall conduct themselves with decorum. Respect for delegations and for fellow Members requires that all Members show courtesy and not distract from the business of the Authority during presentations and when others have the floor.

8. Influence on Staff

Members shall be respectful of the fact that staff work for the Authority as a whole and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence.

9. Business Relations

No Member shall borrow money from any person who regularly does business with the Authority unless such person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.

No Member shall act as a paid agent before the Authority, the Executive Committee or an Advisory Board or committee of the Authority, except in compliance with the terms of the *Municipal Conflict of Interest Act*.

10. Encouragement of Respect for the Authority and its Regulations

Members shall represent the Authority in a respectful way and encourage public respect for the Authority and its Regulations.

11. Harassment

It is the policy of the Authority that all persons be treated fairly in the workplace in an environment free of discrimination and of personal and sexual harassment. Harassment of another Member, staff or any member of the public is misconduct. Members shall follow the Authority's Workplace Violence and Harassment Policy as approved from time-to-time.

Examples of harassment that will not be tolerated include: verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts related to an individual's race, religious beliefs, colour, gender, physical or mental disabilities, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. The Authority will also not tolerate the display of pornographic, racist or offensive signs or images; practical jokes that result in awkwardness or embarrassment; unwelcome invitations or requests, whether indirect or explicit and any other prohibited grounds under the provisions of the *Ontario Human Rights Code*.

12. Breach of Member Code of Conduct

Should a Member breach the Code of Conduct, they shall advise the Chair in writing, with a copy to the Secretary-Treasurer, as soon as possible after the breach.

Should a Member allege that another Member has breached the Code of Conduct, the said breach shall be communicated to the Chair in writing, with a copy to the Secretary-Treasurer. In the absence of the Chair, or if a Member alleges that the Chair has breached the Code of Conduct, the said breach shall be communicated to the Vice-Chair in writing, with a copy to the Secretary-Treasurer.

Should a member of the public or a municipality allege that a Member has breached the Code of Conduct, the party making the allegation will be directed to follow the notification procedure outlined above.

Any breach, or alleged breach, of the Code of Conduct shall be investigated in accordance with the Enforcement of By-laws and Policies procedure outlined or referred to in the Authority's Administrative By-law.

Appendix 2 – Member Conflict of Interest Policy

1. *Municipal Conflict of Interest Act*

The Authority Members commit themselves and the Authority to ethical, businesslike, and lawful conduct when acting as the General Membership. The Authority is bound by the *Municipal Conflict of Interest Act*. This appendix to the by-law is intended to assist Members in understanding their obligations. Members are required to review the *Municipal Conflict of Interest Act* on a regular basis.

2. *Disclosure of Pecuniary Interest*

Where a Member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Authority, Executive Committee, Advisory Board or committee at which the matter is the subject of consideration, the Member:

- a) Shall, prior to any consideration of the matter at the meeting, disclose the pecuniary interest and the general nature thereof;
- b) Shall not take part in the discussion of, or vote on any question in respect of the matter; and,
- c) Shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

3. *Chair's Conflict of Interest or Pecuniary Interest*

Where the Chair of a meeting discloses a conflict of interest with respect to a matter under consideration at a meeting, another Member shall be appointed to chair that portion of the meeting by Resolution.

4. *Closed Meetings*

Where a meeting is not open to the public, a Member who has declared a conflict of interest shall leave the meeting for the part of the meeting during which the matter is under consideration.

5. *Member Absent*

Where the interest of a Member has not been disclosed by reason of their absence from the particular meeting, the Member shall disclose their interest and otherwise comply at the first meeting of the Authority, Executive Committee, Advisory Board or Committee, as the case may be, attended by them after the particular meeting.

6. *Disclosure Recorded in Minutes*

The recording secretary shall record in reasonable detail the particulars of any disclosure of conflict of interest or pecuniary interest made by Members and whether the Member withdrew from the discussion of the matter. Such record shall appear in the minutes/notes of that particular meeting of the General Membership, Executive Committee, Advisory Board or committee, as the case may be.

7. *Breach of Member Conflict of Interest Policy*

Should a Member breach the Conflict of Interest Policy, they shall advise the Chair in writing, with a copy to the Secretary-Treasurer, as soon as possible after the breach.

Should a Member allege that another Member has breached the Conflict of Interest Policy, the said breach shall be communicated to the Chair in writing, with a copy to the Secretary-Treasurer.

In the absence of the Chair, or if a Member alleges that the Chair has breached the Conflict of Interest Policy, the said breach shall be communicated to the Vice-Chair in writing, with a copy to the Secretary-Treasurer.

Should a member of the public or a municipality allege that a Member has breached the Conflict of Interest Policy, the party making the allegation will be directed to follow the notification procedure outlined above.

Any breach, or alleged breach, of the Conflict of Interest Policy shall be investigated in accordance with the Enforcement of By-laws and Policies procedure outlined or referred to in the Authority's Administrative By-law.

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

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 8th regular meeting for approval.

Carried / Defeated

Michael Cameron, Mayor

Final Draft 2023 Operating and Capital Budget24-Apr-23
Schedule A**OPERATING**

Tax Levy	Revenue	\$3,442,332
Supplementals and PILs	Revenue	\$214,262
Grants	Revenue	\$313,100
Administration	Revenue	\$306,167
Grants, donations, reserves, levies	Expenditure	\$645,413
Administration	Expenditure	\$1,084,900
Council	Expenditure	\$65,541
Library	Expenditure	\$99,000
Fire	Revenue	\$18,947
	Expenditure	\$336,014
Emergency Measures	Revenue	
	Expenditure	\$2,500
Police	Revenue	\$10,078
	Expenditure	\$445,162
Animal Control	Revenue	\$1,700
	Expenditure	\$2,900
By Law	Revenue	\$3,550
	Expenditure	\$5,984
Public Works (includes cemetery)	Revenue	\$27,400
	Expenditure	\$1,319,408
Waste Management	Revenue	\$213,350
	Expenditure	\$237,867
Building	Revenue	\$172,200
	Expenditure	\$249,749
Planning	Revenue	\$48,000
	Expenditure	\$102,805
Economic Development & Tourism	Revenue	
	Expenditure	\$30,600
Recreation	Revenue	\$34,000
	Expenditure	\$117,042
Museum	Revenue	\$25,000
	Expenditure	\$38,202

Totals

Revenues	\$4,830,086
Expenses	<u>\$4,783,086</u>
Net Operating Budget	

operating revenues	\$4,830,086
operating expenses	<u>\$4,783,086</u>
	<u><u>\$47,000</u></u>

CAPITAL

(this includes carry forward capital previously approved)

Capital revenues

taxation	\$47,000
Gas tax	\$265,978
OCIF	\$196,510
cash in lieu	\$54,000
reserves	\$574,644
Grants	\$196,945
Total revenues	<u><u>\$1,335,077</u></u>

Expenses

\$1,335,077

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

Notice of Motion: Council Meeting Schedule – Summer 2023

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 26th, July 24th, and August 28th;

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 26th, July 24th, and August 28th, 2023;

AND WHEREAS the intent of R-050-23 was that Council shall meet once every 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 12th, 2023
- July 10th, 2023
- August 14th, 2023

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: April 24, 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. Labour relations or employee negotiations
3. A proposed or pending acquisition or disposition of land by the municipality or local board.

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: April 24, 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

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: April 24, 2023

Moved by: Barr Gural Ireland Maitland

Seconded by: Barr Gural Ireland Maitland

Be it hereby resolved that:

By-law 25-2023, being a by-law to confirm the proceedings of the 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 / Defeated

Michael Cameron, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 25-2023

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 APRIL 24, 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 April 24, 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 April 24, 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 24th day of April 2023.

Michael Cameron, Mayor

Doug Robertson, CAO/Clerk

For Clerk's use only, if required:

Recorded Vote Requested By:

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

Resolution Number: R - - 23

Date: April 24, 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, May 8, 2023 or until the call of the Mayor subject to need.

Carried / Defeated

Michael Cameron, Mayor