



VILLAGE OF MERRICKVILLE-WOLFORD

**Agenda for Council
Council Chambers**

Council Meeting 7:00 p.m.

Monday, May 14, 2018

1. **Call to Order**
2. **Disclosure of Pecuniary Interest and the general nature thereof**
3. **Approval of the Agenda**
4. **Minutes:** Approval of the Minutes of the regular meeting of April 23, 2018; and
Approval of the Minutes of the special meeting of May 7, 2018
5. **Public Question Period to Council**
6. **Public Works:** PW-04-2018 re: 2018 1st quarter report
7. **Building:** CBO-04-2018 re: 2018 1st quarter report
8. **Planning:** Resolution re: Applications for Consent B-39-18 and B-40-18
9. **Library:** Merrickville Public Library Board Minutes dated April 10, 2018
10. **Finance:** FIN-02-2018 re: Main Street Revitalization Initiative;
By-law 25-2018 re: Municipal Funding Agreement; and
By-law 27-2018 re: Amend 2018 Tax Rate By-law Schedule "A"
11. **CAO:** CAO-02-2018 re: Engineering Services for Infrastructure Project
12. **Mayor:** Garden Day Proclamation; and
Train Whistle Cessation Update
13. **Notices of Motion:**
14. **Public Question Period to Council**
15. **Next meeting of Council:** Monday, May 28, 2018 at 7:00 p.m.
16. **Confirming By-Law:** 26-2018 re: Confirm Proceedings of Council meeting of May 14, 2018
17. **Adjournment.**

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the regular Council meeting of May 14, 2018 as:

___ circulated.

___ amended.

Carried / Defeated

David Nash, Mayor

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

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 23, 2018 as:

___circulated.

___amended.

Carried / Defeated

David Nash, Mayor

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

Monday, April 23, 2018

A regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 7:00 p.m. on Monday, April 23, 2018.

Chaired by: Mayor David Nash

Members of Council: Councillor Chuck MacInnis
Councillor Stephen Ireland
Councillor Kim Weedmark
Deputy Mayor Anne Barr
Councillor Vic Suthren

Regrets: Councillor David Snowdon

Staff in Attendance: Arie Hoogenboom, Interim CAO/Clerk/Treasurer
Christina Conklin, Deputy Clerk
Randy Wilkinson, Chief Building Official
Mark Urquhart, Fire Chief
Jerry Jopling, By-law Enforcement Officer

Note: Mayor Nash asked for a moment of silence for the victims and families of those affected by the incident in Toronto.

Disclosure of Pecuniary Interest and the general nature thereof: None

Approval of Agenda:

Additions to the Agenda included a package of correspondence from residents regarding the re-enactment event to be held in the Village as well as a proclamation for Communities in Bloom week. Councillor MacInnis' additions to the agenda included a motion to reconsider a decision that Council made at the January 19, 2018 meeting, complaints from residents regarding violations of the procedural by-law, and a response to a resident regarding questions about the ongoing workplace investigation.

R-146-18 Moved by Deputy Mayor Barr, Seconded by Councillor Weedmark

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the regular Council meeting of April 23, 2018, as amended.

Carried

Proclamation:

WHEREAS in Canada, we are fortunate to have a multitude of communities committed to fostering civic pride, environmental responsibility and beautification; and

WHEREAS communities are committed to ensuring sustainable development for future generations; and

WHEREAS participation in *Communities in Bloom* builds communities, strengthens volunteer and community development, enhances social interaction, and creates community pride; and

WHEREAS the benefits provided by *Communities in Bloom* may boost the economy, create sustainability, enhance property values, attract new business, and increase tourism; and

WHEREAS our parks, open spaces, green spaces and trails ensure sustainability, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and

WHEREAS all community levels: municipal, residential, commercial and institutional work together to ensure the voluntary sector and private enterprise throughout the Country participate in the planning, development and operation of recreation and parks programs, services and facilities;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Village of Merrickville-Wolford does hereby proclaim that the week of May 7th, has been designated as *Communities in Bloom Week* which will annually recognize and celebrate the benefits derived from *Communities in Bloom* and the countless volunteers and individuals that make our communities great places to live.

Minutes:

R-147-18 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 Minutes of the regular Council meeting of April 9, 2018 as circulated.

Carried

Public Question Period to Council: No questions.

Note: A discussion was had regarding the procedural by-law and concerns expressed to Councillor MacInnis by residents.

Correspondence:

R-148-18 Moved by Councillor Weedmark, Seconded by Deputy Mayor Barr

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the correspondence from Deborah Weedmark dated April 14, 2018; and

That Council directs the Chief Building Official to respond to the correspondence.

Carried

R-149-18 Moved by Deputy Mayor Barr, Seconded by Councillor Ireland

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the correspondence from Carman Dawson dated April 15, 2018; and

That Council directs the Manager of Public Works to respond to the correspondence.

Carried

R-150-18 Moved by Councillor Suthren, Seconded by Councillor Weedmark

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the correspondence from Michelle Norlock dated April 8, 2018; and

That Council approves the donation of \$200 and Merrickville-Wolford pins/crests.

Carried

Note: The additional correspondence package regarding the re-enactment event to be held in the Village was discussed.

Note: A discussion regarding a response to a resident's questions about the ongoing workplace investigation was had.

By-Law Enforcement:

R-151-18 Moved by Councillor Suthren, Seconded by Councillor MacInnis

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report BLEO-02-2018, the 2018 1st quarter report of the By-law Enforcement Department, for information purposes.

Carried

Planning:

R-152-18 Moved by Councillor Weedmark, Seconded by Councillor MacInnis

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby recommend approval of the Application for Consent B-8-18, with the following conditions:

1. That Section 12 of the Application be amended to indicate the provincially significant wetland and floodplain; and
2. That the existing barn be either demolished or the Applicant obtain a change of use permit prohibiting livestock.

Carried

R-153-18 Moved by Councillor Weedmark, Seconded by Councillor MacInnis

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby recommend approval of the Applications for Consent B-33-18 and B34-18 by Mr. Jean-Paul Belot.

Carried

Fire:

R-154-18 Moved by Councillor Suthren, Seconded by Councillor MacInnis

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FD-05-2018, the 2018 first quarter report of the Merrickville Fire Department, for information purposes.

Carried

Library:

R-155-18 Moved by Councillor Suthren, Seconded by Councillor Ireland

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Minutes of the Merrickville Public Library Board dated March 13, 2018, for information purposes.

Carried

Environment:

R-156-18 Moved by Councillor Suthren, Seconded by Councillor Weedmark

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive and review the 2017 Annual Wastewater Report prepared by the Ontario Clean Water Agency (OCWA), for information purposes.

Carried

R-157-18 Moved by Deputy Mayor Barr, Seconded by Councillor Weedmark

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the 2017 Stewardship Projects and Water Quality Sampling Sites map for the Village of Merrickville-Wolford, for information purposes.

Carried

Finance:

R-158-18 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 receive By-law No.18-11 of the United Counties of Leeds and Grenville regarding the 2018 County Tax Rates, for information purposes.

Carried

R-159-18 Moved by Councillor Suthren, Seconded by Councillor Weedmark

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive By-law No.18-10 of the United Counties of Leeds and Grenville regarding the 2018 Property Tax Class Ratios, for information purposes.

Carried

R-160-18 Moved by Deputy Mayor Barr, Seconded by Councillor Ireland

Be it hereby resolved that: By-Law 20-2018, being a by-law to adopt the 2018 Operating, Capital, Water and Wastewater Budgets, be read a first and second time, and that By-Law 20-2018 be read a third and final time and passed.

Carried

R-161-18 Moved by Councillor Weedmark, Seconded by Deputy Mayor Barr

Be it hereby resolved that: By-Law 21-2018, being a by-law to set the 2018 tax rate, be read a first and second time, and that By-law 21-2018 be read a third and final time and passed.

Carried

By-laws:

R-162-18 Moved by Deputy Mayor Barr, Seconded by Councillor Suthren

Be it hereby resolved that: By-Law 23-2018, being a by-law to authorize the execution of Minutes of Settlement, be read a first and second time, and that By-Law 23-2018 be read a third and final time and passed.

Carried

Notices of Motion:

A discussion was had regarding the appointment of an Integrity Commissioner.

R-163-18 Moved by Deputy Mayor Barr, Seconded by Councillor Suthren

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Village's participation in the Chamber of Commerce Bench Program and accept the Certificate of Ownership format; and

That Council directs staff to execute an agreement including the terms and conditions as outlined in the Certificate of Ownership; and

That Council does hereby allocate the \$500 received when a bench is installed on municipal land to a maintenance fund dedicated to maintenance of the benches.

Carried

Public Question Period to Council:

A resident inquired as to when information would be made available regarding the infrastructure project.

A resident inquired as to whether the request for use of municipal property for the re-enactment event came officially as a letter from the Tulip Festival or if it was brought forward by an individual.

A resident inquired as to what would be the amount of the settlement with the former Treasurer.

A resident inquired if the Council would be interested in preparing a shovel-ready project for the North side of the Rideau River in order to expand water and wastewater services.

A resident inquired as to why the report from OCWA stated that there were no complaints received when there had been complaints made in writing.

A resident inquired as to what the costs associated with the ongoing workplace investigation would be.

A resident inquired as to whether or not Council had made a decision regarding the Volvo Grader at the last regular meeting.

A resident inquired about including benches with warranties as part of the Chamber of Commerce Bench Program.

A resident inquired as to whether or not all of Council was aware of the details of the workplace investigation.

Next Meeting of Council: Monday May 14, 2018 at 7:00 pm

Notice of Motion:

Councillor MacInnis made a notice of motion to reconsider a decision made on January 19th. Council did not wish to hold an in-camera session in order to discuss.

Confirming By-Law:

R-164-18 Moved by Councillor Suthren, Seconded by Councillor Weedmark

Be it hereby resolved that: By-law 22-2018, being a by-law to confirm the proceedings of the Council meetings of April 23, 2018, be read a first and second time, and that By-law 22-2018 be read a third and final time and passed.

Carried

Adjournment:

R-165-18 Moved by Councillor Weedmark, Seconded by Councillor Suthren

Be it hereby resolved that: This regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 9:28 p.m. until the next regular meeting of Council on Monday, May 14, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried

David Nash, Mayor

Arie Hoogenboom, Interim CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

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 May 7, 2018 as:

_____circulated.

_____amended.

Carried / Defeated

David Nash, Mayor

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

Monday, May 7, 2018

A special meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 4:00 p.m. on Monday, May 7, 2018.

Chaired by: Mayor David Nash

Members of Council: Deputy Mayor Anne Barr
Councillor Chuck MacInnis
Councillor Stephen Ireland
Councillor Kim Weedmark
Councillor Vic Suthren
Councillor David Snowdon

Staff in Attendance: Arie Hoogenboom, Interim CAO/ Clerk

Several members of the public were in attendance.

Mayor Nash called the meeting to order and called for any disclosure of pecuniary interest. Mayor Nash declared a conflict of interest on item #2 of closed agenda.

The agenda of the open meeting was amended to add a Confirmatory By-law.

Approval of Agenda:

R-166-18 Moved by Councillor Suthren, Seconded by Councillor Ireland

Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-Wolford does hereby adopt the agenda of the special Council meeting of May 7, 2018, as amended.

Carried

In-Camera

R-167-18 Moved by Councillor Snowdon, Seconded by Deputy Mayor Barr

Be it hereby resolved that: The Council of the Village of Merrickville-Wolford move to "In Camera" at 4:06 p.m. in order to address a matter pertaining to: personal matters about an identifiable individual, including municipal or local board employees.

Carried

Note: Deputy Mayor Barr is now the Chair of the meeting.

R-168-18 Moved by Councillor Suthren, Seconded by Councillor Snowdon

Be it hereby resolved that: the "In Camera" session rise and report at 5:25p.m. with staff being given direction, and the regular Council session resume.

Carried

Confirming By-law:

B-169-18 Moved by Councillor Weedmark, Seconded by Councillor Snowdon

Be it hereby resolved that: By-Law 24-2018, being a by-law to confirm the proceedings of the Council meeting of May 7, 2018, be read a first and second time, and that By-law 24-2018 be read a third and final time and passed.

Carried

Adjournment:

R-170-18 Moved by Councillor Ireland, Seconded by Councillor Snowdon

Be it hereby resolved that: This special meeting of the Council of the Corporation of the Village of Merrickville-Wolford does now adjourn at 5:29 p.m. until the next regular meeting of Council on Monday, May 14, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried

Anne Barr, Deputy Mayor

Arie Hoogenboom, Interim CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report PW-04-2018, the 2018 1st quarter results of the Public Works Department, for information purposes.

Carried / Defeated

David Nash, Mayor



Village of Merrickville-Wolford

Report PW-04-2018
Public Works Department
Date to Council: May 14, 2018
Information Report to Council

RE: Quarterly Report from January 1st to March 31st

OBJECTIVE: To provide Council with an update regarding the third quarter results of the Public Works Department, for information purposes.

RECOMMENDATION:

THAT: Council receive report PW-04-2018 for information purposes.

BACKGROUND:

In order to keep Council and the public fully apprised of the operations of the Public Works Department, a quarterly report outlining departmental progress is provided to Council.

ANALYSIS:

From January 1st, the Public Works Department have been working on various projects including:

RFT	Infrastructure Project Engineering Services	PW2018-04
RFQ	Maintenance Gravel	PW2018 -03
RFQ	Motor Grader Contract Services	PW2018-05
RFT	Asphalt Supply and Placement	Joint Tender with UCLG 2018-05
RFQ	Dust Suppressants	PW2018-06
RFQ	Road Side Sweeping	PW2018-02

For an update on the landfill, please refer to Schedule "A". The recycling of fibres continue to outweigh the amount of containers being recycled. Revenue has increased since the first quarter of 2017 from \$5660.00 to \$7131.00 as a result of the new fee structure and weigh scale.

BUDGET/LEGAL IMPLICATIONS:

The budget implications are identified in the 2018 municipal budget.

LINKS TO STRATEGIC PLANS:

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

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

Ensuring efficient, effective services and civic engagement: By being able to compare data from previous years, trends may be identified which may be further analyzed to conclude if there are issues that may need to be identified. Making this information available to Council and the public ensures transparency and is in keeping with the priority to ensure efficient and effective services are being delivered to the residents of Merrickville-Wolford.

CONCLUSION:

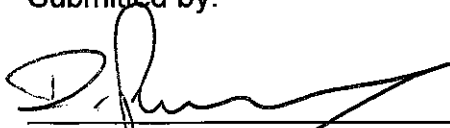
This report is for information purposes only.

ATTACHMENTS:

Schedule "A" - Graph comparing 1st quarter results from 2017 and 2018

REQUIRED AND RECEIVED COMMENTS FROM: Yes or Not applicable	
CAO	Yes
Clerk	Yes
Finance	Yes
Building Control & BLEO Department	NA
Public Works & Environmental Department	NA
Parks, Recreation & Facilities Department	Yes
Planning Department	NA
Economic Development Department	NA
Fire Department	NA
Other:	NA

Submitted by:



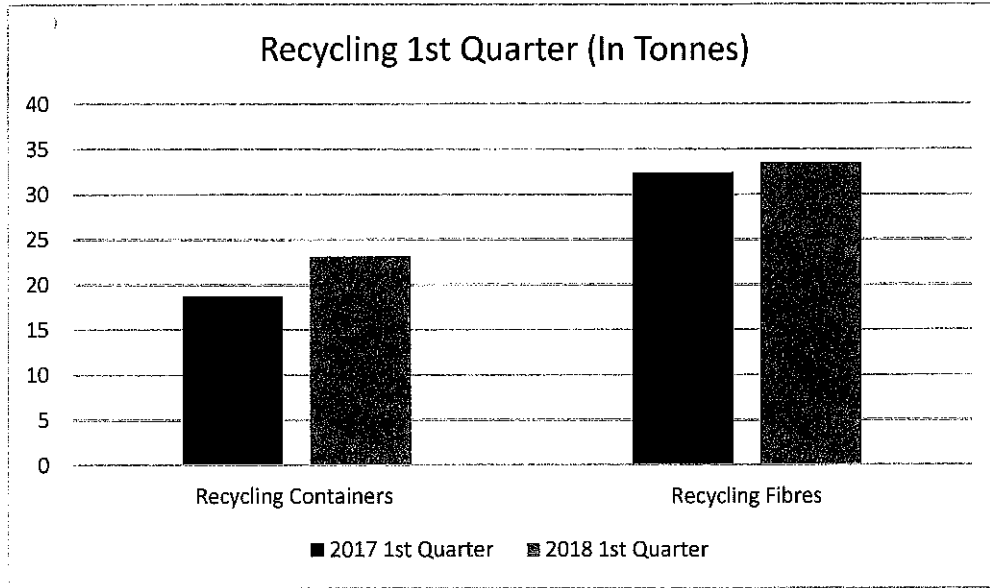
Dave Powers,
Manager Public Works

Approved by:

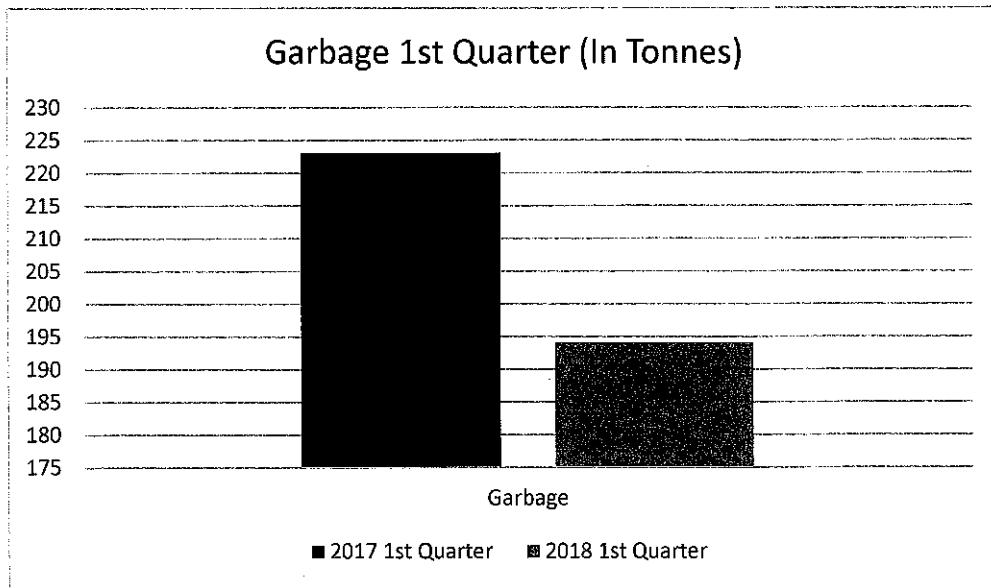
Arie Hoogenboom
Interim CAO/Clerk

Schedule "A" to PW-01-2018

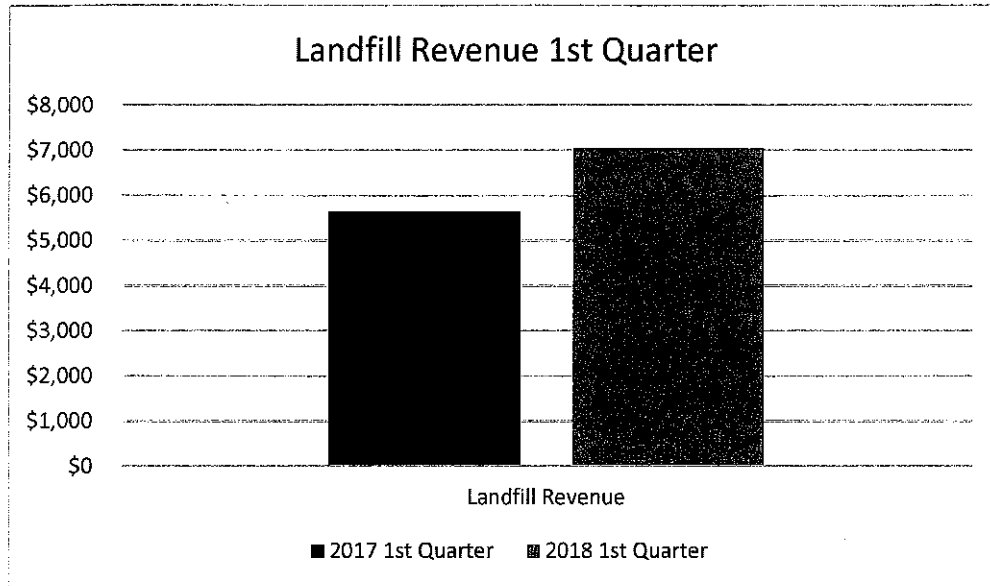
	2017 1st Quarter	2018 1st Quarter
Recycling Containers	18.77	23.13
Recycling Fibres	32.45	33.46



	2017 1st Quarter	2018 1st Quarter
Garbage	223	194



	2017 1st Quarter	2018 1st Quarter
Landfill Revenue	\$5,660	\$7,031.52



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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report CBO-04-2018, the 2018 1st quarter results of the Building and Planning Department, for information purposes.

Carried / Defeated

David Nash, Mayor

For Clerk's use only, if required:

Recorded Vote Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N



Village of Merrickville-Wolford

Report CBO-04-2018
Planning and Building Department
Information Report to Council
Date of Council Meeting: May 14th, 2018

**RE: 1st Quarter Report (January 1st to March 31st, 2018)
Construction/Demolition Permit and Planning Statistics Reports**

OBJECTIVE: To update Council with respect to the functions of the Building and Planning Department for the first quarter of 2018 compared to the first quarter results of 2017.

RECOMMENDATION:

That Council receive report CBO-04-2018, the first quarter results of the Building and Planning Department, for information purposes.

BACKGROUND:

The Building and Planning Department regularly receives and reviews various applications for construction and demolition permits as well as those for planning development.

The review of permit applications plus the issuance (or refusal of the issuance) of construction and demolition permits typically requires site inspections and approvals as mandated under the Building Code. These results are linked to the data as provided in Schedules "A" and "B" attached.

Similarly, Schedule "A" includes the review of planning development applications including Minor Variances, Zoning/Official Plans, Site Plan Control Agreements and consents which often require site inspections to facilitate compliance with Village planning documents and processing as applicable under the Planning Act.

ANALYSIS:

In considering the graphs appended to this report, it appears that the first quarter of 2018 had seen a steady number of applications for zoning and consents compared to the first quarter of 2017. There was a single application for Minor Variance in 2018 compared to 2 applications last year at this time. Seven applications for consent had been received or facilitated during the first quarter of 2018 compared to only 2 in 2017 at this time.

No applications for site plan control were received in this quarter or during the same period in 2017, however it is anticipated that at least 2 site plan control agreements will be pending this year.

One Official Plan Amendment has been approved thus far in 2018 compared to none in 2017.

Growth of the municipality is increasing, yet it is managed and orderly.

With respect to the number of construction permits issued. The first quarter of 2018 witnessed a total of 13 construction permits issued compared to just 8 issued in the same period in 2017. No demolition permits have been issued so far compared to 2 issued during the same period in 2017.

The 2018 first quarter number of inspections carried out by this department totaled 122 which was a dramatic increase compared to just 79 inspections carried out in the 2017 first quarter. Despite the very cold winter construction conditions, it has clearly been an extremely active year for construction thus far.

The value of construction activity jumped substantially in the first quarter of 2018. The total value of construction activity increased almost 3 fold from \$373,000.00 in the first quarter of 2017 to \$1,001,200.00 in 2018.

BUDGET/LEGAL IMPLICATIONS:

The budget implications are identified in the 2018 municipal budget.

The legal implications are non-applicable.

LINKS TO STRATEGIC PLANS:

The Village of Merrickville-Wolford Strategic Plan By-law 10-17, as adopted by Council on January 23, 2017 provides on Page 26 of the document a specific basis for Performance Monitoring with Macro Indicators such as population growth being directly tied to Housing Starts.

One theme consistently mentioned throughout the Plan is that of "Growing the Economy" and, by association, that there is a need for orderly growth of the residential and commercial aspects of the Village "to ensure its financial viability". This orderly growth is accomplished in many ways through well thought out approvals of consents, site plan agreements as well as zoning and official plan amendments.

CONCLUSION

The first quarter of this year showed a large increase in construction permit and planning development activity. The 2018 first quarter overall saw consistently more requests for inspections, permit issuances and planning development applications.

All indications for the coming year point to ongoing construction and development, though this is always dependent upon local and national economic factors.

The Village of Merrickville-Wolford is presently undertaking a review and updating of its current Official Plan. It is anticipated that the new Official Plan will be approved this year. This document shall implement the most recent Provincial Policy Statements as required under the Planning Act and in so doing, shall ensure that the increasing construction and planning development is managed in a financially viable and environmentally sustainable manner.

ATTACHMENTS:

1. Schedules "A" and "B"- comparisons of 1st quarter results from 2017 and 2018

REQUIRED AND RECEIVED COMMENTS FROM: Yes or N/A (Not applicable)	
CAO	Yes
Clerk	Yes
Finance	N/A
Building & BLEO Department	Yes
Public Works & Environmental Department	NA
Parks, Recreation & Facilities Department	N/A
Planning Department	Yes
Economic Development Department	NA
Fire Department	NA
Other:	NA

Submitted by:

Approved by:

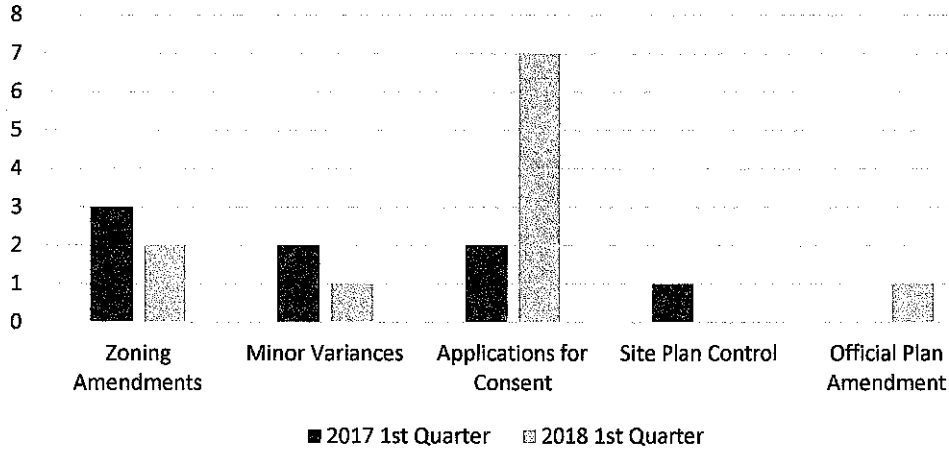
Randy Wilkinson
Chief Building Official

Arie Hoogenboom
Interim CAO/Clerk

Schedule "A" to CBO-04-2018

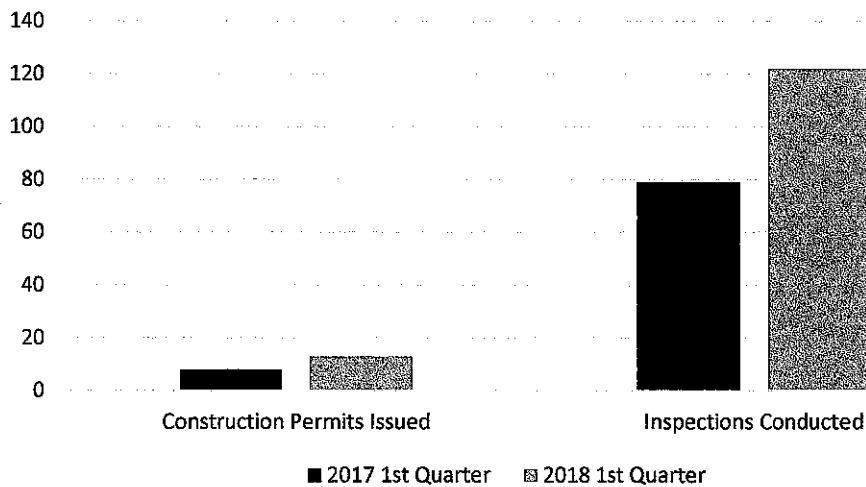
	2017 1st Quarter	2018 1st Quarter
Zoning Amendments	3	2
Minor Variances	2	1
Applications for Consent	2	7
Site Plan Control	1	0
Official Plan Amendment	0	1

Planning Applications Received/Facilitated



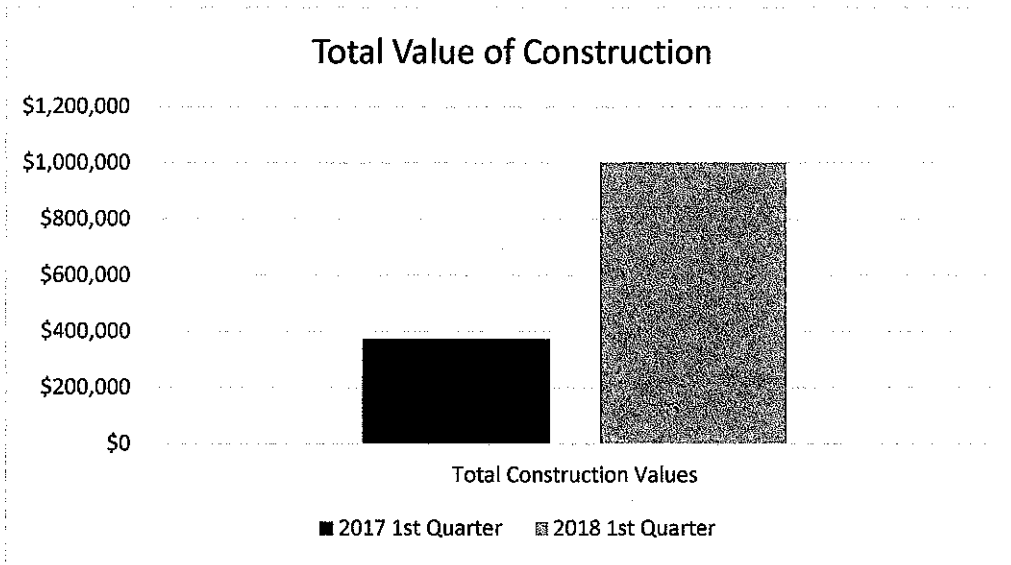
	2017 1st Quarter	2018 1st Quarter
Construction Permits Issued	8	13
Inspections Conducted	79	122

Permits and Inspections

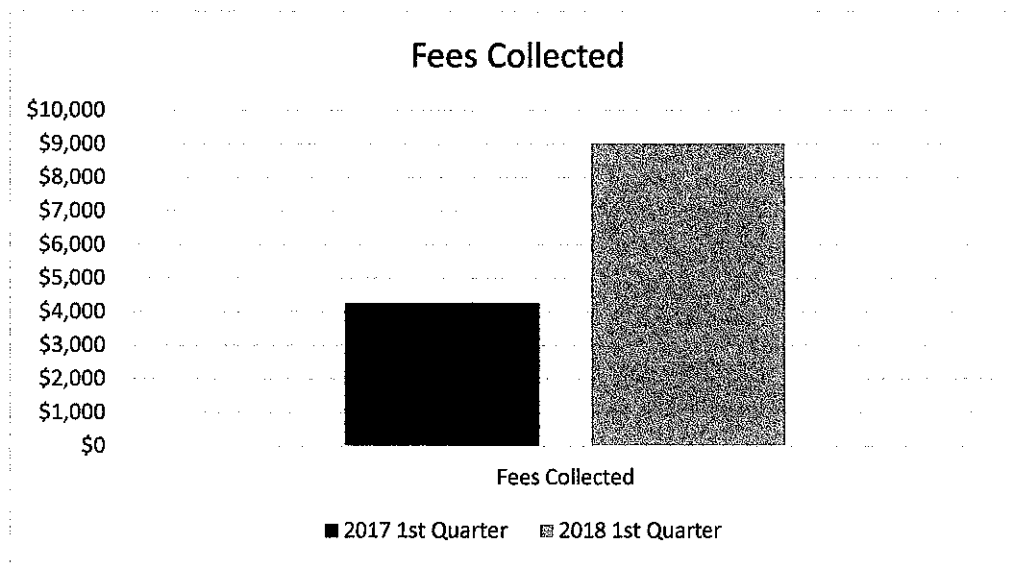


Schedule "B" to CBO-04-2018

	2017 1st Quarter	2018 1st Quarter
Total Construction Values	\$373,000	\$1,001,200



	2017 1st Quarter	2018 1st Quarter
Fees Collected	\$4,254	\$9,010



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Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: May 14, 2018

For Clerk's use only, if
required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby approve the Applications for Consent B-39-18 and B-40-18 to divide Part 3 on Plan 15R-11893.

Carried / Defeated

David Nash, Mayor

Planning Advisory Committee

Resolution Number: R-013 - 18

March 19, 2018

Moved by: K. Weedmark C. MacInnis I. Kirk S. Hamill T. Molloy R. Fournier


Seconded by: K. Weedmark C. MacInnis I. Kirk S. Hamill T. Molloy R. Fournier

Be it hereby resolved that:

The Planning Committee of the Village of Merrickville-Wolford does hereby

recommend approval of proposed consent application File # (to be added) to divide Part 3 on Plan 15R-11893.

Carried / Defeated


Tim Molloy, Vice Chair
chair

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VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the Minutes of the Merrickville Public Library Board dated April 10, 2018, for information purposes.

Carried / Defeated

David Nash, Mayor

MERRICKVILLE PUBLIC LIBRARY

Merrickville Public Library Board's meeting was held Apr. 10, 2018 at 12:30 p.m. at the library.

Present: M-W: Brian Reid, Sue Birta, John Harris, Carole Roberts, Victor Suthren.

Montague: Wendy Simpson-Lewis
and Mary Kate Laphen (Librarian)

Regrets:

Meeting called to order at 12:40 pm.

1. Disclosure of Pecuniary Interest: None.

2. Adoption of Agenda: Motion to adopt agenda with addition under Other Business. Moved by John, seconded by Victor. APPROVED.

3. Approval of Minutes: Motion to approve minutes from Mar. 13/18 meeting. Moved by John, seconded by Wendy. APPROVED.

4. Correspondence:

- Merrickville-Wolford Council passed a resolution in support of the FOPL library funding proposal that the library forwarded after our last meeting.
- The Ontario government has announced that it is acting on this proposal and will revise/increase the operating grant formula and fund an Ontario Digital Library!

5. Questions/ Presentations from Public: None

6. Friends of the Library Report: The Friends will be having their AGM on Apr. 13 and will discuss their fundraising plans, etc.

7. Librarian's Report: see below.

8. Other Business:

a) **Updates:**

i. **Budget 2018:** Intending to pass it at the Apr. 23 meeting. See 8c re: budget revisions

ii. **Building:**

- **Firewall Server:** Have not been having problems with the internet dropping, so it seems the old server was the cause of the problem.
- **Lion's Plaque:** still a work in progress. John will address.

iii. **Annual Report:** Have taken the report to Merrickville-Wolford Council. They did not require my presentation, but seemed pleased with the report. Will be presenting to Montague Council on Apr. 17. The report is on our website, and there was a nice article about it in the North Grenville Times.

b) **Budget Revisions:** the municipal grant is capped at 1.75%, so we need to revise our budget to reflect that amount. Reviewed draft revised budget. APPROVED. Mary Kate will forward.

c) **ILDS Grant:** Purchasing was completed within the deadline and the post-project report has been submitted. Mary Kate did a show and tell of some of the equipment purchased and its anticipated use.

d) **Changes re: Employment Standards Act:** Mary Kate attended a webinar on the new requirements re: Employment Standards. This requires some changes in the way that we handle vacation time for Linda, and some signed agreements re: work hours and vacation time for Mary Kate. Agreements have been signed and will be kept on file.

e) **Planned Giving:** Mary Kate will proceed with having this reviewed by the municipal lawyer. Have not yet made contact with any other libraries doing this; however, research indicates that we need to create appropriate policy and procedures. Will contact SOLS to help find library connections. When the new treasurer is in place, will contact re: financial arrangements.

f) **10th Anniversary of new library building:** Have decided to celebrate this during our October Open House and recognize the Lions at that time. There will be cake. Will consider adding some other special events during the year.

9. Next meeting: Tues, May 8, 2018 at 12:30 at the Library.

Meeting adjourned.

Librarian _____

Chairperson _____

Librarian's Report for Mar/18

Statistics:

March	2018	2017	2016	2015
Patrons	1399 -6% w/mtgs 1419 -5.5%	1486 +2% w/mtgs 1502	1452 -2.5% w/mtgs 1501	1490 (1547 w/mtgs)
(Kids/Youth)	399 (131 / 268)	503 (183 / 320)	435 (163 / 272)	518 (241 / 277)
(Progs)	172-in (20 prgs in) 34-out of Lib (5-prgs)	261-in (26 prgs, 2 CV / grps in.) 15-out of Lib (2-prgs, 0 CVs out)	171-in (18 prgs- in) 28- out of Lib (5 prgs- out)	(267-in, 38-out of Lib) (24 prgs in / 4-prgs + 1 CV out)
Mtg Rm users	20 (3 mtgs)	16 (3 mtgs)	29 (5 mtgs)	57 (5 mtgs)
Circulation	2407 -8% OverDrive: 355 (circ) TOTAL: 2762 -2%	2628 +4.5% Overdrive: 328 TOTAL: 2956	2511 -14% Overdrive: 237 TOTAL: 2748	2918 +7.5% Overdrive: 227 TOTAL: 3145
(Adult/Child)	(A-1597, J-746, T-64)	(A-1615, J-947, T-66)	(A-1676, J-757, T-78)	(A-1887, J-964, T-67)
Internet use (+wireless):	328 -53% (271 / 34w / 23 Tab)	388 +13% (311 / 61w / 16 EL)	344 -19% (282 / 59w / 3 EL)	427 +65% (331 / 73w / 23 EL)
ILLs borrowed/lent:	107 / 84	147 / 114	92 / 93	158 (B) / 112 (L)

March was down from last year. Although evenings are picking up and there were many busy days, there were several slow mid-week days that brought down our numbers. Also, visits by kids and youth were down from previous years. March Break was not as well attended as I would have liked, but the programs seemed to bring families to the library, and it was quite busy during those times.

Programs & Services:

Children's Programs:

StoryTime: Going well.

BabyTime: a group of moms has expressed interest in this. Monday mornings seems to be the best time slot for them (but my day off), however, I will be running as a 5-week program.

March Break: as mentioned, attendance was lower than hoped for, and contributed to our lower number of kids/youth for the month. However, there were a number of people/families coming to the library along with the kids participating.

PlayGroup: Continuing to do weekly story visits.

Daycare: Continuing monthly visits to the toddlers and preschoolers & loan of books.

Schools: nothing new this month.

Groups (Cubs, Brownies, etc): n/a.

Adult Programs:

Library Book Club/ Off the Shelf /Adult Art Group: are all doing well and continuing popular.

Photoshop workshop: This was quite successful and Chris will be running a follow-up one in April.

Museum Passes: Quite busy this month.

Internet: Internet use is up and down with overall visits. Lots of use by kids during March Break.

InterLibrary Loans: Down from last year's high, but continue to be fairly busy.

Seniors Home: Rosebridge Manor still getting books (month loan). Hilltop is getting books rather irregularly

Pools: New DVD pool is in. Will be switching to new MAPsacks soon.

Meeting Room: The meeting room was used by the Fair Board and Knitting Club, and some individuals (for meetings) as well as for library programs.

Collection: Went to the big spring Scholastic book sale. Will be able to start weeding soon.

Volunteers: The volunteer situation continues good. They continue to shelve, process books, package

interlibrary loans, work on our genealogy scanning project.

Donations: n/a

Facilities: David Dunn is our new Art in the Library artist. The Generlink is supposed to be installed this week (this was delayed because they have been on back order since December).

Publicity/Outreach: The usual outlets: Phoenix, webpage, Facebook updates, signs, and flyers. Article on Annual Report in NG Times.

Partnerships/Outreach:

- United Church: drop-off for book donations for their book sale, and have been assisting with sorting. Ain return, I can take books for the library.
- Municipality: continuing as staff liaison for the Canada Day Committee and the Merrickville 225 committee and am involved in a Recreation Advisory Board project, managing social media and municipal website, will be doing hiring for summer camp counsellors soon.

Professional Development, Meetings, etc: attended the webinar on Employment Standards; the next Small Libraries Committee meeting is in May.

Grants, etc: ILDS grant is done. Have entered most of the data for the provincial annual survey (for the provincial operating grant); will be entering the financial data and submitting later this week.

Plans for month: Will need to get the new ILDS purchases up and running. Will work on programming and outreach. Collection management (weeding). Plus the usual library business and municipal obligations – particularly hiring for the summer camps.

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: May 14, 2018

For Clerk's use only, if required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-02-2018 regarding the Main Street Revitalization Initiative; and

That Council authorize the By-law to enter into a Municipal Funding Agreement with the Association of Municipalities of Ontario for Ontario's Main Street Revitalization Initiative.

Carried / Defeated

David Nash, Mayor



Village of Merrickville - Wolford

Report FIN-02-2018

Finance Department

Date to Council: May 14, 2018

Action/Information Report to Council

RE: 2018 Ontario Main Street Initiative

OBJECTIVE: To provide Council with an overview of the 2018 Ontario Main Street Revitalization Initiative and a By-Law to enter into a funding agreement for this program.

RECOMMENDATION:

THAT Council receive report FIN-02-2018 regarding 2018 Main Street Revitalization Initiative; and

THAT Council authorize the By-Law to enter into a Municipal Funding Agreement with the Association of Municipalities of Ontario for Ontario's Main Street Revitalization Initiative.

BACKGROUND:

The province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario. The idea behind the fund is that investment in revitalization activities will support small businesses.

ANALYSIS:

The Village of Merrickville-Wolford has been allocated \$40,358.75 from the province for this project. Municipalities have until March 31, 2020 to spend the funds, so eligible projects could be included in next year's budget. The funds may be used to pay for up to one hundred percent of eligible expenditures of an eligible project.

The criteria for the funding is very specific. The project must support main street areas as defined by a Community Improvement Plan or any other municipal land use planning policy such as an official plan or an economic development strategy. The listing of eligible projects is included in the attached agreement, but includes projects such as:

Signage – wayfinding/directional, and gateway.

Streetscaping and landscape improvements – lighting, street furniture, interpretive elements, active transportation infrastructure etc.

Marketing plan implementation – business attraction and promotion activities, special events.

BUDGET/LEGAL IMPLICATIONS:

There are no impacts to the 2018 Budget.

INTERDEPARTMENTAL IMPACTS:

Not applicable.

LINKS TO STRATEGIC PLANS:

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

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

Building a progressive, growing economy

Supporting local groups and events that draw tourism to the Village is a way to attract businesses to the area and create a supportive business-friendly environment that retains, grows and diversifies our economy.

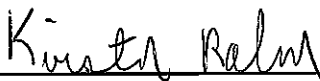
CONCLUSION:

It is recommended that Council approve the By-Law to enter into a funding agreement with AMO for Main Street Revitalization as outlined in Attachment "B" to this report.

ATTACHMENTS:

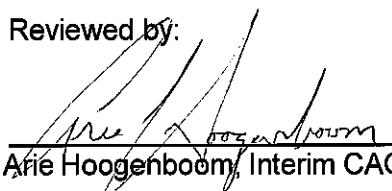
- Attachment "A": By-Law
- Attachment "B": Municipal Funding Agreement

Submitted by:



Kirsten Rahm, Treasurer/Manager of Finance

Reviewed by:



Arie Hoogenboom, Interim CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

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Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that: By-Law 25-2018, being a by-law to authorize the execution of the Municipal Funding Agreement for Ontario's Main Street Revitalization Initiative, be read a first and second time, and that By-Law 25-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 25-2018

BEING a By-Law to enter into a Municipal Funding Agreement with the Association of Municipalities of Ontario for Ontario's Main Street Revitalization Initiative.

WHEREAS the Municipality wishes to enter into an Agreement in order to participate in Ontario's Main Streets Revitalization Initiative;

AND WHEREAS the Municipality acknowledges that Funds received through the Agreement must be invested in an interest-bearing reserve account until the earliest of expenditure or March 31, 2020;

WHEREAS the Council of The Corporation of the Village of Merrickville-Wolford has reviewed this Agreement and are in agreement with contents of same;

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

- 1) That the Mayor and Clerk of The Corporation of the Village of Merrickville-Wolford are hereby authorized to execute the necessary documents to enter into the Municipal Funding Agreement for the transfer of Main Streets Revitalization Initiatives funds between the Association of Municipalities of Ontario and the Village of Merrickville-Wolford as in Schedule 'A' attached hereto.
- 2) Schedule 'A' shall form part of this by-law.

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 14th day of May, 2018.

David Nash, Mayor

Arie Hoogenboom,
Interim CAO/Clerk

MUNICIPAL FUNDING AGREEMENT

ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE VILLAGE OF MERRICKVILLE-WOLFORD

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Agreement" means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Annual Report" means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

"Association of Municipalities of Ontario (AMO)" means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

"Communication Report" means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

"Community Improvement Plan" has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

"Effective Date" is April 1, 2018.

"Eligible Costs" means those expenditures described as eligible in Schedule C.

"Eligible Projects" means projects as described in Schedule B.

"Eligible Recipient" means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

"Event of Default" has the meaning given to it in Section 11.1 of this Agreement.

"Funds" mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

"Ineligible Costs" means those expenditures described as ineligible in Schedule C.

"Lower-tier Municipality" means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

"Municipal Fiscal Year" means the period beginning January 1st of a year and ending December 31st of the same year.

"Municipality" and "Municipalities" means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

"Municipal Physical Infrastructure" means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

"Ontario" means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

"Parties" means AMO and the Recipient.

"Project Completion Date" means the Recipient must complete its Project under this Agreement by March 31, 2020.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Results Report" means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

"Single-tier Municipality" means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

"Third Party" means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

"Transfer By-law" means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

"Unspent Funds" means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient's Annual Report.

1.2 Interpretations:

Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
- a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "In part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
- a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be

awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 Transfer of Funds to a non-municipal entity. Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 Use of Funds. The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 Payout of Funds. The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 Use of Funds. The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,

- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
 - a) the amounts received from AMO under this Agreement;
 - b) the amounts received from another Eligible Recipient;
 - c) the amounts transferred to another Eligible Recipient;
 - d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.

8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.

9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended

or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

9.3 AMO not liable. In no event shall Ontario or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

9.4 Recipient to Compensate Ontario. The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

9.5 Recipient to Indemnify AMO. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnitee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. DISPOSAL

10.1 Disposal. The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or

for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

- 11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

- 12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE

13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Interim CAO/Clerk/Treasurer
Arie Hoogenboom
VILLAGE OF MERRICKVILLE-WOLFORD
Box 340, 317 Brock St. W.
Merrickville, ON K0G 1N0
(613) 269-4791
finance@merrickville-wolford.ca

14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this

Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

- 15.1 This Agreement, including:
- Schedule A Municipal Allocation
 - Schedule B Eligible Projects
 - Schedule C Eligible and Ineligible Costs
 - Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

VILLAGE OF MERRICKVILLE-WOLFORD

Mayor Name

Signature

Clerk Name

Signature

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By Title

Signature

In the presence of:

Witness Title

Signature

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: VILLAGE OF MERRICKVILLE-WOLFORD

ALLOCATION: \$40358.7537

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements

- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

**SCHEDULE C
ELIGIBLE AND INELIGIBLE COSTS**

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs Incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics or marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

**SCHEDULE D
REPORTING**

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure)	Total Project Cost	Estimate of Funds (Main Street) Spent

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

b. **Project List:** The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/Ongoing

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. **Community Improvement Plan Eligible Projects**
 - Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.

- b. **Municipal Physical Infrastructure Eligible Projects**
 - Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.

**CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD
BY-LAW NO. 21 – 2018**

BEING a By-Law to levy and assess on the rateable property in the Village of Merrickville-Wolford a sufficient sum of money to meet all valid debts of the said Corporation within the year 2018,

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

AND WHEREAS the estimate of all sums which may be required for the lawful purpose of the Corporation of the Village of Merrickville-Wolford and the amounts to be raised by taxation in accordance with the last revised assessment roll for the year 2018 have been made and presented to the Municipal Council of the said Village and are hereby adopted by the said Council;

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

AND WHEREAS the Corporation of the United Counties of Leeds and Grenville has passed a by-law to set tax ratios and to set tax rate reductions for prescribed property subclasses for the county and local municipal purposes for the year 2018;

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

AND WHEREAS the Province of Ontario has passed Regulations establishing education tax rates for 2018;

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

1. For the year 2018 the Corporation of the Village of Merrickville-Wolford shall levy upon the Residential Assessment, Multi-Residential Assessment, Commercial Assessment, Shopping Centre Assessment, Industrial Assessment, Pipeline Assessment, Farmland Assessment, New Construction and Managed Forest Assessment the rates of taxation per current value assessment for general purposes as set out in Schedule "A".
2. The taxes levied on all classes for the year 2018 shall be installments payable on the 31st day of July, 2018 and the 28th day of September, 2018 and shall be reduced by the amount of the interim levy for 2018.

3. Penalty shall be imposed at a rate of 1.25% per month on any amount of taxes outstanding on the first day of the month following the due date of each installment and thereafter interest shall be imposed at a rate of 1.25% per month on any amount of taxes outstanding on the first day of each calendar month.

THIS BY-LAW shall be deemed to come into force on the 1st day of January, 2018.

READ a first and second time this 23rd day of April, 2018.

READ a third and final time and passed this 23rd day of April, 2018.

David Nash, MAYOR

COPY

Arie Hoogenboom, Interim CAO/Clerk/Treasurer

Village of Merrickville-Wolford
2018 Municipal Tax Rate

Schedule "A"

Realty Tax Class	RTC/Q	2018 Assessment	County Tax Ratio	Weighted Assessment	2018 Tax Rate	Levied Amounts
RESIDENTIAL FULL	RT	\$ 317,691,976	1.0000	\$ 317,691,976	0.00807392	\$ 2,565,019
MULTI-RESIDENTIAL	MT	\$ 2,247,000	1.0000	\$ 2,247,000	0.00807392	\$ 18,142
COMMERCIAL FULL	CT	\$ 18,436,893	1.3464	\$ 24,823,433	0.01087073	\$ 200,422
COMMERCIAL EXCESS LAND	CU	\$ -	0.9425	\$ -	0.00760951	\$ -
COMMERCIAL VACANT LAND	CX	\$ 578,000	0.9425	\$ 544,753	0.00760951	\$ 4,398
COMMERCIAL - NEW CONSTRUCTION - FULL	XT	\$ 483,000	1.3464	\$ 650,311	0.01087073	\$ 5,251
INDUSTRIAL FULL	IT	\$ 682,950	1.8114	\$ 1,237,096	0.01462510	\$ 9,988
LANDFILL	HT	\$ 164,400	1.3464	\$ 221,348	0.01087073	\$ 1,787
INDUSTRIAL EXCESS LAND	IU	\$ -	0.8752	\$ -	0.00706597	\$ -
INDUSTRIAL VACANT LAND	IX	\$ 43,250	0.8752	\$ 37,851	0.00706597	\$ 306
INDUSTRIAL	IH	\$ -	1.8114	\$ -	0.01462510	\$ -
PIPELINE	PT	\$ 811,312	1.6551	\$ 1,342,802	0.01336315	\$ 10,842
FARMLAND	FT	\$ 22,525,643	0.2500	\$ 5,631,411	0.00201848	\$ 45,468
MANAGED FORESTS	TT	\$ 731,516	0.2500	\$ 182,879	0.00201848	\$ 1,477
TOTALS:		<u>\$ 364,395,940</u>		<u>\$ 354,610,860</u>		<u>\$ 2,863,099</u>

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if required:

Recorded Vote Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that: By-law 27-2018, being a by-law to amend By-law 21-2018, be read a first and second time, and that By-law 27-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY - LAW NO. 27-2018

BEING A BY-LAW TO AMEND BY-LAW 21-2018, the 2018 Tax Rate By-law, of the Corporation of the Village of Merrickville-Wolford

WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford did pass By-law 21-2018 to set the 2018 tax rates of the Village of Merrickville-Wolford;

AND WHEREAS there was an error to Schedule "A" of said By-law;

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

1. That Schedule "A" of By-law 21-2018 is hereby replaced with Schedule "A" attached hereto.
2. That this By-Law takes effect on May 14, 2018.

Read a first and second time this 14th day of May, 2018.

Read a third and final time and passed this 14th day of May, 2018.

David Nash, Mayor

Arie Hoogenboom,
Interim CAO/Clerk

Village of Merrickville-Wolford
2018 Municipal Tax Rate

Schedule "A"

Realty Tax Class	RTC/Q	2018 Assessment	County Tax Ratio	Weighted Assessment	2018 Tax Rate	Levied Amounts
RESIDENTIAL FULL	RT	\$ 317,691,976	1.0000	\$ 317,691,976	0.00807362	\$ 2,564,924
MULTI-RESIDENTIAL	MT	\$ 2,247,000	1.0000	\$ 2,247,000	0.00807362	\$ 18,141
COMMERCIAL FULL	CT	\$ 18,436,893	1.3464	\$ 24,823,433	0.01087033	\$ 200,415
COMMERCIAL EXCESS LAND	CU	\$ -	0.9425	\$ -	0.00760923	\$ -
COMMERCIAL VACANT LAND	CX	\$ 578,000	0.9425	\$ 544,753	0.00760923	\$ 4,398
COMMERCIAL - NEW CONSTRUCTION - FULL	XT	\$ 483,000	1.3464	\$ 650,311	0.01087033	\$ 5,250
INDUSTRIAL FULL	IT	\$ 682,950	1.8114	\$ 1,237,096	0.01462456	\$ 9,988
LANDFILL	HT	\$ 164,400	1.3464	\$ 221,348	0.01087033	\$ 1,787
INDUSTRIAL EXCESS LAND	IU	\$ -	1.1774	\$ -	0.00950596	\$ -
INDUSTRIAL VACANT LAND	IX	\$ 43,250	1.1774	\$ 50,923	0.00950596	\$ 411
INDUSTRIAL	IH	\$ -	1.8114	\$ -	0.01462456	\$ -
PIPELINE	PT	\$ 811,312	1.6551	\$ 1,342,802	0.01336265	\$ 10,841
FARMLAND	FT	\$ 22,525,643	0.2500	\$ 5,631,411	0.00201841	\$ 45,466
MANAGED FORESTS	TT	\$ 731,516	0.2500	\$ 182,879	0.00201841	\$ 1,476
TOTALS:		<u>\$ 364,395,940</u>		<u>\$ 354,623,932</u>		<u>\$ 2,863,099</u>

Established 1793
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Telephone (613) 269-4791
Facsimile (613) 269-3095

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive and adopt report CAO-02-2018 from the Interim CAO/Clerk respecting the award of a contract for engineering services for Drummond, Lewis and St. Patrick Streets to Jp2g Consultants Inc. based on their quote dated April 6, 2018.

Carried / Defeated

David Nash, Mayor

For Clerk's use only, if required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N



Village of Merrickville - Wolford

**Report CAO-02-2018
of the CAO's Department
Report to Council: April 23, 2018**

RE: Award of Contract for Engineering Services for OCIF Project

OBJECTIVE: To provide Council with the background and rationale to award a contract for engineering services.

RECOMMENDATION:

That Council receive and adopt report CAO-02-2018 from the Interim CAO/Clerk respecting the award of a contract for engineering services for Drummond, Lewis and St. Patrick Streets to Jp2g Consultants Inc based on their quote dated April 6, 2018.

BACKGROUND:

In the third week of February 2018 the Ministry of Agriculture, Food and Rural Affairs advised the Village that its application under OCIF (Ontario Community Infrastructure Fund) top-up application component 2017 Intake was successful with a maximum provincial contribution of 1.9 million. The estimated project costs are \$2,129,818 with the village tax contribution being \$120,000 and the water/wastewater portion being \$109,818.

The work includes water, sewer and road infrastructure for Drummond, Lewis and St. Patrick streets in the Village of Merrickville. It will provide sanitary service to 6 existing homes and open vacant lands to residential development. At the time of application this work was at the concept stage and no engineering design has been started to date. Staff immediately moved to prepare an RFP for Engineering Design, Contract Administration and Construction Inspection. This RFP closed on April 6 and 3 bids were received as follows:

Eastern Engineering Group Inc	\$146,525
Jp2g	\$189,841
McIntosh Perry Consulting Engineers Ltd.	\$195,350

The proposals were reviewed by the Public Works Manager and the Interim CAO independently and scored on the following criteria.

References	10%
Previous Experience	25%
Technical Description Design	30%
Other (Policy 6.7.4-6.7.6)	5%
Schedule of Fees	30%

In all criteria, Jp2g was significantly higher in scores than Eastern Engineering with the exception of fees. The RFP was clear in stating that the lowest or any RFP is not necessarily accepted.

ANALYSIS:

It was of concern to staff that while the 2nd and 3rd bids were very close the low bid was over \$40,000 less. As a result, the two lower bidders were invited to a meeting to discuss their bids and to assist us in making a final recommendation. Subsequently the Public Works Manager and CAO met to finalize those recommendations.

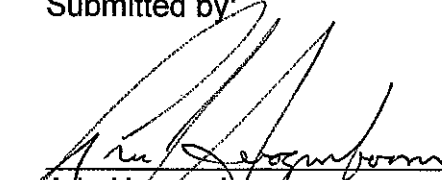
Other than in price, the RFP response from Jp2g was far superior to the submission by Eastern Engineering. Eastern Engineering did not attend the initial site meeting and their proposal exhibited a lack of attention to detail and understanding of our needs. Both bidders have done some work for the corporation in the past. Jp2g has for the past number of years provided the monitoring of our landfill. The primary difference in the bids was the hours dedicated to the project. Jp2g's bid included 1990 hours of service while Eastern allocates 1620 hours. The third bid was at 1811 hours. The additional hours may well represent greater effort to get the project done on time and on budget. Village staff also notes differences in Risk Allocations Insurance and Proposed Mediation of Disputes. There was also a lower level of public consultation in the lowest bid. Finally, Jp2g advised that our proposed construction schedule was unrealistic given that the MOE must approve the project and can take as many as 3-4 months to respond once design is complete.


Fortunately, the project can be phased over 2 years with substantial completion needed by December 31, 2019. Should we miss a good portion of this construction season we will not lose the grant. Jp2g was very forthright and knowledgeable in their interview. J2pg has a staff of over 80 while Eastern is much smaller.

BUDGET/LEGAL IMPLICATIONS:

This project will be the 2nd largest infrastructure project ever undertaken by the Village and its engineering and administration will be crucial. The budget implications on the Village are less dramatic as the grant funding level is 90%. Funding for any costs in 2018 are accounted for in the 2018 budget.

Submitted by:


Arie Hoogenboom,
Interim CAO/Clerk/Treasurer


Dave Powers,
Public Works Manager



VILLAGE OF MERRICKVILLE-WOLFORD

GARDEN DAY PROCLAMATION

- WHEREAS** The Village of Merrickville-Wolford is part of **Garden Days**, a nine-day (June 16 – 24, 2018) country-wide celebration of the role of gardens in our lives and communities, and includes **National Garden Day**, Saturday, June 16, 2018, celebrated annually on the Saturday before Father's Day; and
- WHEREAS** **Garden Days** will educate residents of Merrickville-Wolford about the community's garden culture and history; the importance of public and private gardens; the values of home gardening; the health, well-being and aesthetic benefits of gardens; and the promotion of environmental stewardship; and
- WHEREAS** **Garden Days** will be an opportunity for new and seasoned gardening enthusiasts, families, schools and tourists alike to go out into their own garden, visit a local garden or garden center or travel to our community to share their knowledge and passion for gardens and gardening; and
- WHEREAS** **Garden Days** will celebrate our community's garden culture and heritage and our local horticulture business community.
- THEREFORE** I, David Nash Mayor of The Village of Merrickville-Wolford do hereby proclaim June 16 as the **Official Garden Day** for 2018 in The Village of Merrickville-Wolford.

Dated at The Village of Merrickville-Wolford this 14th day of May, 2018

David Nash, Mayor

No.	Task	Status	Comments
1	Interest for whistling cessation is expressed.	Complete	<ul style="list-style-type: none"> UCLG received a complaint from resident (Minutes)
2	Municipality consults with railway company.	Complete	<ul style="list-style-type: none"> Letter of intent to assess feasibility of whistle cessation submitted to CP on May 23, 2017
3	The municipality notifies all relevant associations or organizations (http://www.tc.gc.ca/eng/railsafety/legislation-380.htm) and issues a public notice of its intention to pass a resolution declaring that it agrees that whistles should not be used at a specific area (crossing or multiple crossings) along a railway corridor.	In Progress	<ul style="list-style-type: none"> Although this step can wait until the approval is imminent, Counties to pass resolution on May 24, 2017 to complete all steps and demonstrate commitment.
4	Municipality and railway assess the crossing(s) against the prescribed requirements in the Grade Crossings Regulations and Grade Crossing Standards.	Completed	<ul style="list-style-type: none"> Field Investigation/Audit completed by Consultant Draft Train Whistle Cessation Study submitted to CP
5	Municipality and railway agree that the crossing(s) meets the prescribed	Not started	<ul style="list-style-type: none"> Meeting requested with CP staff to review report findings and modify report if required If disagreement between the municipality and the railway persists, the supporting documentation should be provided to Transport Canada (railsafety@tc.gc.ca) for further assessment.
6	Municipality passes a resolution declaring that it agrees that whistles should not be used in that area, thereby prohibiting train whistling	Not started	<ul style="list-style-type: none"> UCLG and Township responsible for passing a by-law prohibiting whistling within the area
7	<i>Railway Company notifies Transport Canada and informs the municipality within 30 days that it has arranged to have whistling ceases at the crossing(s)</i>	Not started	<ul style="list-style-type: none"> Notification to be sent by CN

8	Municipality and railway share the responsibility for monitoring and maintaining the conditions that support the cessation of train whistling at the crossing(s)	Not started	• Township and Counties to develop monitoring plan
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Updated April 20, 2018.

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



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

VILLAGE OF MERRICKVILLE-WOLFORD

For Clerk's use only, if
required:

Recorded Vote

Requested By:

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Resolution Number: R - - 18

Date: May 14, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that: By-law 26-2018, being a by-law to confirm the proceedings of the Council meeting of May 14, 2018, be read a first and second time, and that By-law 26-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 26-2018

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD AT ITS MEETING HELD ON MAY 14, 2018

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 expedient that the proceedings of the Council of the Corporation of the Village of Merrickville-Wolford (hereinafter referred to as "Council") at its meeting held on May 14, 2018 be confirmed and adopted by by-law;

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

1. The proceedings and actions of Council at its meeting held on May 14, 2018 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 14th day of May, 2018.

David Nash, Mayor

Arie Hoogenboom,
Interim CAO/Clerk

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VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: May 14, 2018

For Clerk's use only, if
required:

**Recorded Vote
Requested By:**

Barr	Y	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

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 regular meeting of Council on Monday, May 28, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried / Defeated

David Nash, Mayor