

VILLAGE OF MERRICKVILLE-WOLFORD Agenda for Council Council Chambers

Council Meeting 5:30 p.m.

Monday, June 11, 2018

- 1. Call to Order
- 2. Disclosure of Pecuniary Interest and the general nature thereof
- 3. Approval of the Agenda
- 4. In-Camera: 1. Personal matters about identifiable individuals; and
 - 2. Proposed or pending possible disposal of municipal land.

Note: The regular meeting of Council will resume at 7:00 p.m.

- 5. Minutes: Approval of the Minutes of the regular meeting of May 28, 2018
- 6. Public Question Period to Council
- Correspondence: Letter from Veronda Brydges dated May 7, 2018; and Annual General Meeting Invitation from Rideau Community Health Services.
 Environment: 2017 Annual Wastewater Report from Ontario Clean Water Agency Resolution re: Re-appointment of Municipal Ground Water Representative
 Interim CAO: Letter of resignation of Arie Hoogenboom dated June 8, 2018
 Mayor: Honourable Yvonne Boyer's Speech at Senate on June 4, 2018
 By-law 32-2018 re: Amend Procedural By-law 30-17; and By-law 31-2018 re: Client/Engineer Agreement

12. Notices of Motion:

- 13. Public Question Period to Council
- 14. Next meeting of Council: Monday, June 25, 2018 at 7:00 p.m.
- 15. Confirming By-Law: 30-2018 re: Confirm Proceedings of Council meeting of June 11, 2018
- 16. Adjournment.



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

For Clerk's u required: Recorded V Requested E	ote	nly, if
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

Resolution Number: R - - 18

Date: June 11, 2018

Moved by:BarrIrelandMacInnisSnowdonSuthrenWeedmarkSeconded by:BarrIrelandMacInnisSnowdonSuthrenWeedmark

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 June 11, 2018 as:

____ circulated.

____ amended.

Carried / Defeated



Facsimile (613) 269-3095

Telephone (613) 269-4791

required: **Recorded Vote Requested By:** Barr Y N Y Ireland Ν MacInnis Y Ν Snowdon Y N Suthren Y Ν Weedmark Y Ν Y N Nash

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 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 moves to "In Camera" at _______ in order to address a matter pertaining to:

_____security of the property of the municipality or local board,

- X_personal matters about an identifiable individual, including municipal or local board employees,
- _____a proposed or pending acquisition of land for municipal or local board purposes,
- ____x___a proposed or pending possible disposal of municipal or local board land,
- labour relations or employee negotiations
- litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board,
 - receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose,
 - A matter in respect of which a Council, board or local committee or other body may hold a closed meeting under another Act. 2001 c.25, s.239 (2)
 - the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the council, board or commission or other body is the head of an institution for the purposes of that Act. 2001 c. 25,s. 239(3)
 - The meeting is held for the purpose of educating or training the members and is generally regarding .2001 c.25 s. 239(4); 2006 c. 32, Sched. A, s. 103(2) and where no member discusses or deals with any matter in a way that materially advances the business or decision making of the council, local board or committee. 2006 c. 32, Sched A, s. 103(1) Carried / Defeated



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

For Clerk's use only, if required: **Recorded Vote Requested By:** Barr Y Ń Ireland Y Ν MacInnis Y Ν Snowdon Υ N Suthren Y N Weedmark Y Ν Y Ň Nash

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

Moved by:BarrIrelandMacInnisSnowdonSuthrenWeedmarkSeconded by:BarrIrelandMacInnisSnowdonSuthrenWeedmark

Be it hereby resolved that:

the "In Camera" session rise and report at _____ p.m. with staff being given direction, and the regular Council session resume at 7:00 p.m.

Carried / Defeated



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

For Clerk's u required: Recorded V Requested I	ote	nly, if
Barr	Y	N
Ireland	Y	Ň
MacInnis	Υ	N
Snowdon	. Y	N
Suthren	Y	N
Weedmark	Ŷ	N
Nash	Y	N

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 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 May 28, 2018 as:

circulated.

____amended.

Carried / Defeated

The Corporation of the Village of Merrickville-Wolford

Minutes

Monday, May 28, 2018

A regular meeting of the Council of the Corporation of the Village of Merrickville-Wolford was held at 5:30 p.m. on Monday, May 28, 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, Christina Conklin, Deputy Clerk Randy Wilkinson, Chief Building Official Kirsten Rahm, Treasurer

Disclosure of Pecuniary Interest and the general nature thereof: None

Approval of Agenda

 R-190-18 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 adopt the agenda of the regular Council meeting of May 28, 2018, as circulated.

Carried.

In-Camera

 R-191-18 Moved by Councillor Suthren, Seconded by Councillor Weedmark
 Be it hereby resolved that: The Council of the Corporation of the Village or Merrickville-Wolford moves to "In Camera" at 5:33 p.m. in order to address a matter pertaining to: personal matters about an identifiable individual, including municipal or local board employees.

Carried.

R-192-18Moved by Councillor Weedmark, Seconded by Councillor SuthrenBe it hereby resolved that: the "In Camera" session rise and report at 6:37 p.m. with
staff being given direction, and the regular Council session resume at 7:00 p.m.
Carried.

Μ	inu	tes:
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R=193=18Moved by Councillor Ireland, Seconded by Deputy Mayor BarrBe 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 May 14,
2018 as circulated.

Carried.

R-194-18Moved by Councillor Weedmark, Seconded by Deputy Mayor BarrBe 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 14,
2018 as circulated.

Carried.

Delegations:

R-195-18Moved by Deputy Mayor Barr, Seconded by Councillor SuthrenBe it hereby resolved that:The Council of the Corporation of the Village of Merrickville-
Wolford does hereby receive the delegation of Meredith Vickers regarding the
Merrickville Mid-Week Market; and

That Council authorizes the Merrickville Mid-Week Market to utilize Village electricity during the mid-week market hours for 2018 to a maximum of \$100.00, as stipulated in correspondence from Brandy Jackson and Scott Kelland dated May 11, 2018; and

That Council allows the temporary attachment of signs by the Merrickville Mid-Week Market under the "Call before you Burn" sings on County Roads 15 and 43 in accordance to the Village Signs by-law 24-10.

Carried.

Correspondence:

R-196-18	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 exempt the Merrickville Agricultural Society from the Noise By-law			
	during the following periods:			
	Friday, August 10, 2018 from 5:00 p.m. to 2:00 a.m.;			
	Saturday, August 11, 2018 from 12:00 p.m. to 2:00 a.m.; and			
	Sunday, August 12, 2018 from 12:00 p.m. to 6:00 p.m.			
	Carried.			
Planning:				
R-197-18	Moved by Councillor MacInnis, Seconded by Deputy Mayor Barr			
	Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville-			
	Wolford does hereby accept Resolution No. R-016-18 of the Planning Advisory			
	Committee.			

Carried.

R-198-18	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 receive By-Law 3358-2018 as read a second time by the Council of the Corporation of the Township of Augusta, for information purposes.
	Carried.
R-199-18	Moved by Councillor MacInnis, Seconded by Councillor Suthren Be it hereby resolved that: The Council of the Corporation of the Village of Merrickville- Wolford does hereby approve the Severance Application B-41-18 as presented as it consistent with Zoning By-Law 23-08, section 3.27.3.
	. Carried.
Interim CAO: R-200-18	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 receive report CAO-03-2018, for information purposes; and
	That the report is noted and filed.
Finance:	Carried.
R-201-18	Moved by Councillor Weedmark, Seconded by Councillor Ireland Be it resolved that: The Council of the Corporation of the Village of Merrickville- Wolford does hereby receive report FIN-03-2018 regarding 2018 high-tonnage rail lines; and That council request that the Minister of Finance consider the high-tonnage rate of \$300 per acre for the following railway right-of-way that meet the high-tonnage threshold: Roll number 071471103016000000 Canadian Pacific Railway; and Roll number 071471401520900000 Canadian Pacific Railway. Carried.

Notices of Motion:

Public Question Period to Council:

B. Phillips inquired as to why Council accepted the wastewater report from the Ontario Clean Water Agency at a previous meeting.

T. Hamway inquired as to whether the Mayor, CAO and Council received her letter of May 22, 2018.

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D. Bower inquired as to whether he is able to ask questions that are not on the current agenda.

Next Meeting of Council: Monday, June 11, 2018 at 7:00 pm

Confirming By-Law: 29-2018

R-202-18 Moved by Councillor Ireland, Seconded by Deputy Mayor Barr
 Be it hereby resolved that: By-law 29-2018, being a by-law to confirm the proceedings of the Council meeting of May 28, 2018, be read a first and second time, and that By-law 29-2018 be read a third and final time and passed.

Carried.

Adjournment

R-203-18 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 7:41 p.m. until the next regular meeting of Council on Monday, June 11, 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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For Clerk's us required: Recorded Vo Reguested E	ote	nly, if
· · · · · · · · · · · · · · · · · · ·	ру	
Barr	Y	<u>N</u> .
Ireland	Y	N
MacInnis	Y	N
Snowdon	Υ	N
Suthren	Ŷ	N
Weedmark	Υ	N
Nash	Υ	N

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren

Weedmark

Seconded by: Barr Ireland

MacInnis S

Snowdon

Suthren

Weedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the correspondence of Veronda Brydges dated May 7, 2018; and

_____ That Council hereby waives the rental fees for the Merrickville Community Centre on July 14th and October 28th, 2018 in support of the Lanark Animal Welfare Society.

Carried / Defeated

May 7, 2018

Dear Mayor and Council,

Last year I requested the hall on Read St be donated for my craftshow so that the rental fee could be donated to the Lanark Animal Welfare Society and you graciously approved my request. Thank You very much for that.

This year I am hosting two events with the same intent...

July the 14th as well as October the 28th.

I request from you once again that the hall be donated to me for both dates so that the rental fee can

be donated to the Lanark Animal Welfare Society once again.

Thank you in advance for your consideration of my request.

Sincerely,

Veronda Brydges



An Invitation to Rideau Community Health Services' 2018 Annual General Meeting

Tuesday June 26th – 5:30pm

Smiths Falls Memorial Community Centre 71 Cornelia St, Smiths Falls

Serving Lanark Leeds and Grenville since 1974, Rideau Community Health Services (RCHS) is a health and social service organization operating the Merrickville District and Smiths Falls Community Health Centres and Rideau Valley Diabetes Services.

RCHS is community driven and community governed. We work hand in hand with community members to build up peoples' capacity to stay healthy. Please join us at this year's Annual General Meeting to hear how we're doing and how we plan to move forward in the future. A preliminary agenda follows.

A Community Service Recognition award will be presented to "Together Smiths Falls – A Community Enhancement Organization" which focuses on the vision that "Together we create a better community through events and projects that will enhance the quality of life in Smiths Falls, encourage community involvement and volunteerism in collaboration with local business, not-for-profit and charitable organizations." A reception will follow.

On behalf of the RCHS Board of Directors, we look forward to seeing you on June 26th. Please RSVP to Stephanie Giroux sgiroux@RideauCHS.ca

Sincerely,

RideauValley DIABETES Services

Jacques Pelletier **Board Chair**

354 Read Street, P.O. Box 550, Merrickville, ON KOG 1N0 Tel: 613-269-3400 Fax: 613-269-4958 www.RideauCHS.ca





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

For Clerk's us required: Recorded Vo Requested E	ote	nly, if
Barr	Υ	N
Ireland	Y	N
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

Moved by: Barr Ireland

MacInnis

Snowdon

Weedmark

Seconded by: Barr Ireland

MacInnis

Snowdon

Suthren

Suthren

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), as amended, for information purposes.

Carried / Defeated

Merrickville Wastewater System

2017 Annual Report

January 1, 2017 - December 31, 2017

Prepared By



Ontario Clean Water Agency Agence Ontarienne Des Eaux

This report has been prepared to meet the requirements set out in the facility Certificate of Approval #1121-7YRQLF issued January 18, 2010.

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ibration

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Facility Performance Assessment Report	A
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Compliance Report Card

Compliance Event	#of Events	Details
Ministry of Environment Inspections	0	
Ministry of Labour Inspections	0	
Effluent Parameter Exceedances	4	 May 2017 Total Suspended Solids May 2017 Total Suspended Solids Loadings July 2017 Total Suspended Solids Loadings Final Effluent Average Flow
Bypass/Overflows	0	
Community Complaints	1	See Summary of Complaints section of this report for further details.
Spills	0	

System/Process Description

The Merrickville Wastewater system utilizes an ISAM treatment system. This system incorporates a surge/anoxic mix tank as part of the tank to optimally control the process and provides rapid and complete treatment. The surge tank provides flow and nutrient equalization to optimally provide treatment at the full range of flows and loadings.

The secondary treatment process employs sequencing batch reactor (SBR) technology consisting of anaerobic tanks, anoxic tanks and a sequencing batch reactor. The Sequencing Batch Reactor incorporates an anaerobic selector chamber which provides consistent phosphorous removal by subjecting the recirculated biomass to anaerobic conditions, forcing the release of phosphorous, but also creates soluble carbon as a food source for phosphorous removal through anaerobic conversion of settle able BOD to soluble carbon. Additionally, anaerobic sludge digestion occurs in the anaerobic selector chamber, reducing waste solids production by up to 65% for the entire secondary process.

Effluent is disinfected using Ultraviolet disinfection.

Permanent Diesel generator is on-site to provide back-up power.

Proposed Alterations, Extensions, or Replacement to Works

There are no proposed alterations, extensions or replacements that would affect the Certificate of Approval.

Effluent Quality Assurance or Control Measures

The Village of Merrickville-Wolford facilities are part of OCWA's operational Mississippi Cluster. The facilities are supported by cluster, regional and corporate resources. Operational Services are delivered by OCWA staff that live and work in the community.

OCWA operates facilities in compliance with applicable regulations. The facility has comprehensive manuals detailing operations, maintenance, instrumentation, and emergency procedures. All procedures are treated as active documents, with annual reviews.

OCWA has additional "Value Added" and operational support services that the Village of Merrickville-Wolford benefits from including:

- Access to a network of operational compliance and support experts at the regional and corporate level, as well as affiliated programs that include the following:
 - Quality & Environmental Management System, Occupational Health & Safety System and an internal compliance audit system.
 - Process Data Collection (PDC) facility operating information repository, which consolidates field data, online instrumentation, and electronic receipt of lab test results for reporting, tracking and analysis.

- Work Management System (WMS) that tracks and reports maintenance activity, and creates predictive and preventative reports.
- Outpost 5 wide-area SCADA system allows for process optimization and data logging, process trending, remote alarming and optimization of staff time.
- Client reporting which includes operational data, equipment inventory, financial statements, maintenance work orders, and capital status reports
- Site-Specific Contingency Plans and Standard Operating Procedures
- Use of accredited laboratories
- Additional support in response to unusual circumstances, and extra support in an emergency.
- Use of sampling schedules for external laboratory sampling

Treatment Flows

Raw Flow (m³/d)

Annual average flow for 2017 was 810 m³/d. The Average daily flow rated capacity is 800 m³/d. This is , based on an annual average. A flow reduction plan has been established for 2018.

Annual Comparison (m³)

350000						
300000						
250000						
200000						
150000						
100000						
50000						
0 Total Annual Flow	2012 187340	2013 247235	2014 258709	2015 198948	2016 202822	2017 291715
	2070 10					

Septage Volumes

There was no septage received at this facility in 2017.

Raw Sewage Quality

Results of raw sewage concentrations and loadings are available in the Facility Performance Assessment Report in Appendix A.

Effluent Quality

The limits are based on current requirements in the facilities Environmental Compliance Approval. Laboratory samples are submitted to an accredited laboratory for regulatory analysis.

The Federal Government also regulates certain sewage effluent parameter under the Federal Fisheries Act. The results are submitted to Environment Canada (WESR) on a quarterly basis.

Sample	Date	Parameter	Exceedance of	-Umit	Value	Corrective Action
Final Effluent	May 2017	Total Suspended Solids	ECA	15.0 mg/L	16.3 mg/L	Heavy rainfall cause the total suspended solids to increase
Final Effluent	May 2017	Total Suspended Solids	Loadings in ECA	12.0 mg/L	20.8 mg/L	Heavy rainfall cause the total suspended solids to increase
Final Effluent	July	Total Suspended Solids	Loading in ECA	12.0 mg/L	12.8 mg/L	Heavy rainfall cause the total suspended solids to increase
Final Effluent	2017	Average Flow	ECA	800 m³/d	810 m³/d	A flow reduction plan has been prepared and submitted to the Ministry of Environment and Climate Change

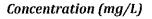
Effluent Exceedance Summary Limit

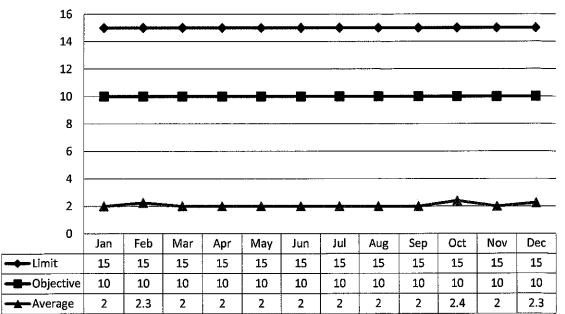
Other Issues

There were no other issues during the reporting year.

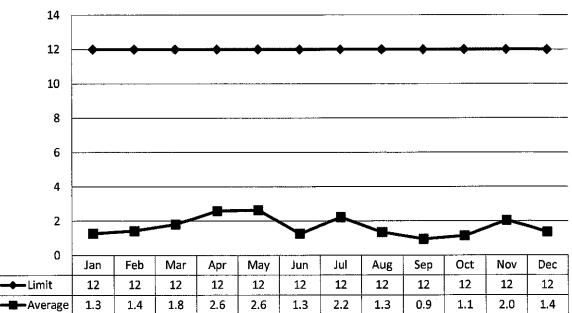
Effluent Parameter Summary

Carbonaceous Biological Oxygen Demand (CBOD5)



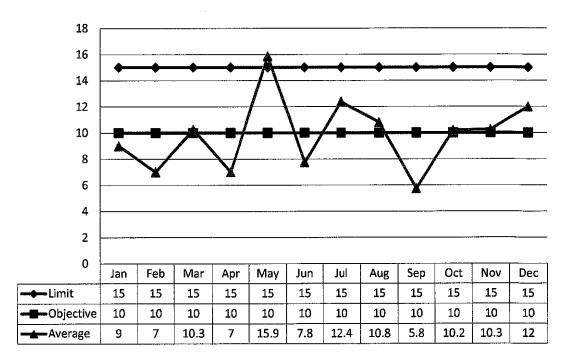




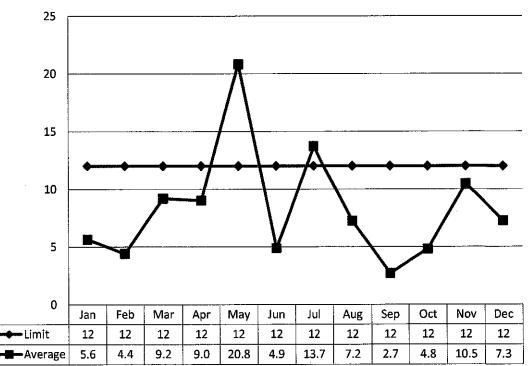


Concentration (mg/L)

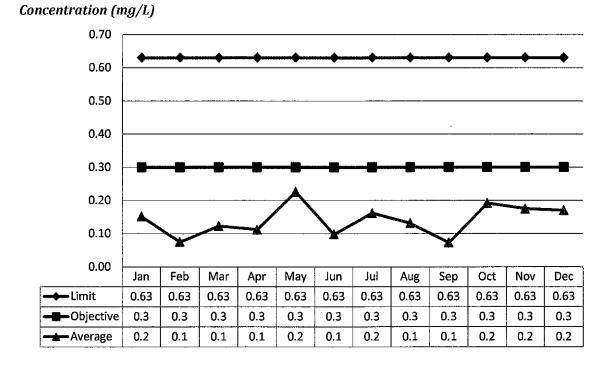
Objective exceedances were a result of high flows during rain events.



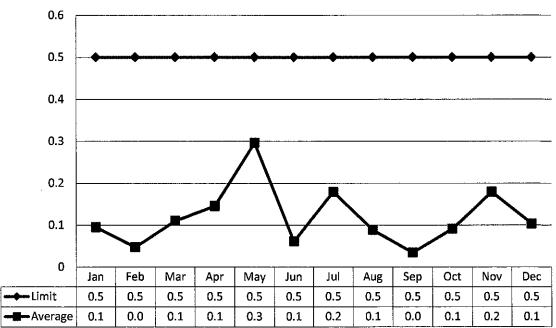
Loading (kg/d)



Total Phosphorus

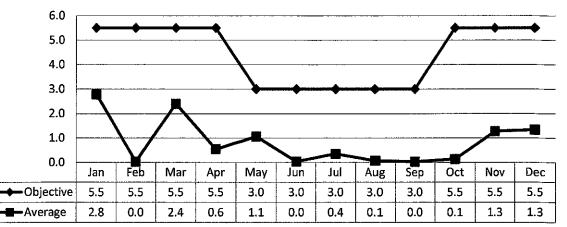






Limit is based on effluent being "Non-Acutely Lethal". See Acute Lethality results below.





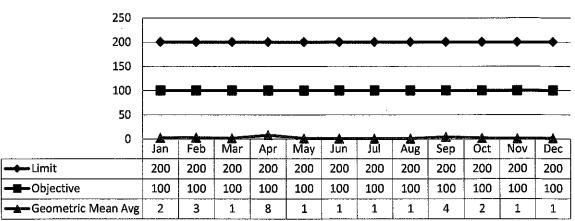
Acute Lethality

Semi-Annual sampling is required for acute lethality (Rainbow Trout and Daphnia Magna). Results are displayed as % mortality.

Date	Rainbow Trout	Daphnia Magna
April 18, 2017	0%	0%
September 30, 2017	0%	0%

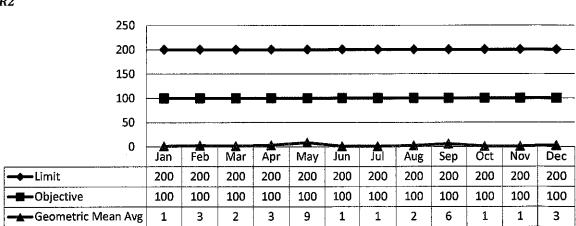
E-coli

SBR1



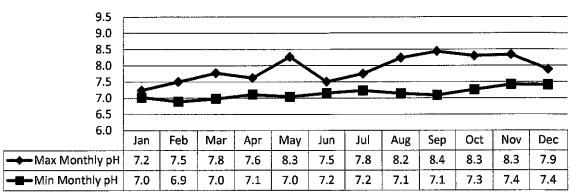
Ontario Clean Water A	gency – Merrickville Wastewater System – 2017 Annual Rep	ort
Rev. 0	Issued: Mar-2018	Page 10

SBR2

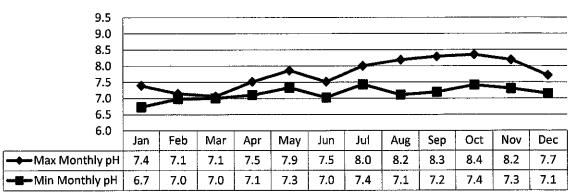


рΗ

SBR 1



SBR 2



Septage Quality

There was no septage received during the reporting period.

Biosolids

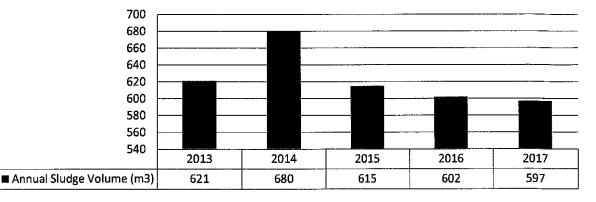
Sludge generated from the treatment plant was spread on agricultural land during the spreading season as per the Nutrient Management Act O.Reg 267/03. During the winter sludge is stored on-site until the Organic Soil Conditioning Sites are available for spreading.

During the spreading season the operating authority contracts sludge haulage. Sludge haulage is contracted to Terratec Environmental who maintains a landbank with twenty two (22) sites available for agricultrual disposal of biosolids.

Biosolids Disposal Summary

The disposal summary is provided by Terratec (Waste Management #4400-4LBLXD) and is available in Appendix B.

Annual Comparison



It is anticipated that sludge volumes will remain constant based on the average treated volumes and past years history.

Quality

The biosolids sampling results are summarized in Appendix C. All results met the established guidelines.

Summary of Complaints

The following were received community complaints related to the operations of the Merrickville WPCP and Collection System.

Date	Location	Details	Corrective Action Taken
Sept 30-Oct 2, 2017	408 Brock St	STP Odour from Aerating Digester emanates down to Brock St and Charlotte St during hot humid weather	Many attempts to mitigate the issue reduce aeration tank levels, reduce air supply to digester on weekends, increased aspirator pump time, placing mats over digester tanks is very cost effective way to reduce odor drift

Rev. 0

Issued: Mar-2018

Date	Location	Details	Corrective Action Taken
			from tanks.

Summary of Bypass/Overflows

There were no Bypass' or Overflows reported in 2017.

Summary of Spills/Abnormal Discharges

There were no spills or abnormal discharges reported in 2017.

Maintenance

OCWA uses a risk-based preventative maintenance framework that ensures assets are maintained to manufacturer's and/or industry standards. Maintenance is completed using various tools and operational supports. The Eastern Regional Hub has specialized certified staff such as Millwrights, Electricians and Instrumentation Specialists to name a few.

OCWA uses a Workplace Maintenance System (WMS). WMS is a maintenance tracking system that can generate work orders as well as give summaries of completed and scheduled work. During the year, the operating authority at the facility generates scheduled work orders on a weekly, monthly and annual basis. The service work is recorded in the work order history. This ensures routine and preventive maintenance is carried out. Emergency and capital repair maintenance is completed and added to the system.

Capital projects are listed and provided to the Village of Merrickville-Wolford in the form of a "Capital Forecast". This list is developed by facility staff and provides recommendations for facility components requiring upgrading or improvement.

WO #	Summary
43203	Blanket Items under \$200
541935	Gas detector
542403	Headworks Railings

Maintenance Highlights

Calibration

The flow meters were calibrated on June 16, 2017. There is no on-line effluent monitoring equipment installed at this facility. Bench testing is completed on a routine bases for operational adjustments. All regulatory sampling is sent to a certified laboratory.

Appendix A

Facility Performance Assessment Report

Appendix B

Biosolids Application Summary

Ontario Clean Water Agency - Merrickville Wastewater System - 2017 Annual Report

Appendix C

Biosolids Quality Report

Appendix D

Flow Meter Calibration Records

E TER		Merrickville - Sites Applied with Biosolids 2017							
Date 2017	Farmer/ Landowner	NASM#	Lot	Con	Township	Field #	Application Method	Total Volume (m3)	Area Spread (ha)
Nov 22-23	Sunol Farms	23120	21	12	Beckwith	19N	Incorporated	307	3.52
107 22-23		20120	21	<u> </u>	Deckiniti	195		290	3.33
							Totals	597	6.85

16.93 ac

ł

Farmer/Owner	Site	Lot	Con	Township	Area	Expiry Date
Farm Name	#				(ha)	
Cooney, Mark - Home	22233	11-12	2	Stirling-Rawdon	43.12	31-Dec-2019
Cooney, Mark - Adam's	22233	7-8	2	Stirling-Rawdon	25.77	31-Dec-2019
Deloughery - Canola	22708	12	10	Westmeath	16.45	31-Dec-2020
Deloughery - Drapeau	22618	10	West Front East	Westmeath	35.22	31-Dec-2020
Deloughery - Kenny	22770	1-2	West Front East	Westmeath	16.71	31-Dec-2020
Goodfellow, Ken - Home 1	22552	30-31	8	Thurlow	16.79	31-Dec-2020
Goodfellow, Ken - Home 2	22552	1	7	Tyendinaga	14.39	31-Dec-2020
Goodfellow, Ken - Rented	22552	3-4	7	Tyendinaga	24.71	31-Dec-2020
Jockbrae Farms - Home II	22231	23-24	10	Beckwith	55.77	31-Dec-2019
Jockbrae Farms - Munster	22956	7-8	8	Goulbourn	34.19	31-Dec-2021
Jockbrae Farms - Simpson	22230	7-8	7	Goulbourn	41.42	31-Dec-2019
Myles, Michelle	22289	19-20	17	North Algona-Wilberforce	24.82	31-Dec-2019
Palmateer - Home	22252	2-3	8	Hungerford	10.16	31-Dec-2019
Palmateer - Grandma's	22252	19	8	Huntingdon	15.11	31-Dec-2019
Palmateer - Other	22252	2	9	Hungerford	6.76	<u>31-</u> Dec-2019
Sunny Hillcrest - Home	22328	18-19	14	Laurentian Valley	23.54	31-Dec-2019
Sunny Hillcrest - Moore	22328	23	14	Laurentian Valley	31.03	31-Dec-2019
Sunol 19	23120	21	12	Beckwith	52.1 1	31-Dec-2019
Sunol James	22416	6	11	Ramsay	47.57	31-Dec-2020
Tabbert - Biggs	22679	26-27	15	Laurentian Valley	31.98	31-Dec-2016
Tabbert - Christink	22679	20	14	Laurentian Valley	27.18	31-Dec-2016
Tabbert - Fick	22679	27	14	Laurentian Valley	14.19	31-Dec-2016
Wilson, Art	22011	16	A	Merrickville-Wolford	17.86	31-Dec-2018
Wilson, Brian	21778	26-29	8	Stone Mills	129.50	31-Dec-18
				TOTAL	756 35	
					1869	ас

Village of Merrickville Landbank

	Werrickville					
Metals	Maximum Acceptable Concentration (mg/kg)	2017 Average				
As	170	2.37				
Cd	34	<0.74				
Co	340	<0.97				
Cr	2800	9.27				
Cu	1700	293.71				
Hig	11	0.4409				
Mo	94	4.2				
Nieles e	420	9.04				
Pb	1100	8.19				
Sector Sector	34	<4.73				
Zn	4200	366.79				
E. Coli	Maximum Acceptable Concentration (CFU/g)					
	2,000,000	106,571				
Liquid Biosolids						
Total P (mg/L)		1,427				
Ammonia+Ammoni	um (mg/L)	397				
Nitrate+Nitrites (mg	Nitrate+Nitrites (mg/L)					
TKN (mg/L)		2,471				
Potassium (mg/L)		29.1				
Solids (mg/L)		45,125				

Twelve Month Average: January 2017 - December 2017 Merrickville

Ontario Clean Water Agency Performance Assessment Report Wastewater/Lagoon

Report extracted 03/02/2018 14:08

Facility: [1162] MERRICKVILLE WASTEWATER TREATMENT FACILITY

From: 01/01/2017 to 31/12/2017

							1 1	A 110A 17		a a /a a / a	1 1	66 (06 J T	· T	07/0047	гт	00/00/-		00/0047		40/00/7		44/0047		10/00/7	<u> </u>	T	ТТ		T-T	
	\square	01/2017		02/2017		3/2017	┞┼	04/2017		05/2017	\square	06/2017	_	07/2017		08/2017		09/2017		10/2017	-+	11/2017		12/2017		-Total->	+	<avg></avg>	⊢	<max< th=""></max<>
Flows:	\square	·					Ļŀ		ŀ		\square		_						\square		\rightarrow		· ·		+-		+		⊢	· .
Raw Flow: Total - Raw Sewage (m ^a)	\square	19183.00		17422.00		3127.00	11	37564.00	_	40587.00	$\left \right $	18572.00	_	33307.00		19786.00		13698.00	⊢	14298.00	+	30411.00		18760.00	2	91715.00	+		⊢	
Raw Flow: Avg - Raw Sewage (m³/d)	Ш	618.81	·	622.21		07.32	\square	1295.31		1309.26		619.07	· ·	1074.42		638.26		456.60	\square	461.23	\rightarrow	1013,70		605.16	_	·	+	801.78	₊	
Raw Flow: Max - Raw Sewage (m³/d)		780.00		1492.00		781.00	┝╌┠	2702.00		3108.00		889.00	_	2080.00		834.00		550.00	\square	1697.00	\rightarrow	1691.00		883.00	_				⊢	3108.00
Eff. Flow: Total - Final Effluent (m ^a)		19440.70		17611.00		792.00		37309.00	_	40706.00		18876.00		34278.00		20760.00		14126.00	\square	14614,00	\rightarrow	30651.00		18728.00	29	4891.70	<u> </u>		┉	· · ·
Eff. Flow: Avg - Final Effluent (m³/d)		627.12		628.96		396.52		1286.52		1313.10		629.20		1105.74		669.68		470,87	Ц	471.42	\rightarrow	1021.70		604.13	┶		\square	810.41	Ш	
Eff. Flow: Max - Final Effluent (m³/d)		784.00	۰.	1541.00	· 1	840.00		2654.00	• •	3058.00		912.00		2111.00		908.00		611.00	Ц	1621.00	\rightarrow	1683.00		902.00	_		<u> </u>	1.1.1.1	Ш	3058.00
Carbonaceous Biochemical Oxygen Demand: CBOD:																			Ц		$ \rightarrow $								Ш	
Eff: Avg cBOD5 - Final Effluent (mg/L)	<	2.000	<	2.250	<	2.000	<	2.000	<	2.000	<	2.000	<	2.000	<	2.000	~	2.000	<	2.400	<	2.000	<	2.250	ŀ	÷.,	<	2.075	4	2.400
Eff: # of samples of cBOD5 - Final Effluent (mg/L)		5		4		4		4		3		4		4		5		4		5		4		4		50			Ш	
Loading: cBOD5 - Final Effluent (kg/d)	<	1.254	<	1.415	<	1.793	<	2.573	<	2.626	<	1.258	<	2.211	<	1,339	<	0.942	<	1.131	<	2,043	<	1.359			<	1.662	<	2.626
Biochemical Oxygen Demand: BOD5:																														
Raw: Avg BOD5 - Raw Sewage (mg/L)		126.000		114.000		72.000		.42.000		66.000		108.000		72		126.000		198.000	1	147.000		141.000		145.500		1.1.1		116.864		198.000
Raw: # of samples of BOD5 - Raw Sewage (mg/L)		1	П	1		1	ТТ	1		1		1		1		2		1		1		1		2		13				1
Total Suspended Solids: TSS:		· . · · .			1		П	·		1.1				1.1		1.1						1	•			· · ·			ГТ	
Raw: Avg TSS - Raw Sewage (mg/L)	1-1	140.000		135.000	1	36.000	П	62.000		78.000	\square	114.000		100.000		146.000		190.000	П	215.000	П	148.000		187.500			П	136.500		215.000
Raw: # of samples of TSS - Raw Sewage (mg/L)	1.1	1 1		···1		1 .	T i	1		···1 -	Π	1		· · · • •		2		· 1		1	\Box	· · · •		2	1	13				
Eff: Avg TSS - Final Effluent (mg/L)		9.000	<	7.000		0.250		7.000		15.857	Π	7.750	<	14.500	<	10.800	v	5.750	<	10.200		10.250		12.000			<	10.030		15.857
Eff: # of samples of TSS - Final Effluent (mg/L)		5		4	1	4	Гŀ	4	•	7		4		4		5		4		5		4		4		54				
Loading: TSS - Final Effluent (kg/d)		5.644	<	4.403		9.189	П	9.006		20.822	-	4.876	<	16.033	<	7.233	v	2.707	<	4.808		10.472		7.250			<	8.537		20.822
Percent Removal: TSS - Raw Sewage (mg/L)	1	93.571		94.815		38.081		68.710		79.670	_	93.202		93.101		92.603		96.974		95.256		93.074		93.600				· . · ·		96.974
Total Phosphorus: TP:																											11			1
Raw; Avg TP - Raw Sewage (mg/L)		3.770		3.080		1.650	1.1	1.550		1,160		2.580		. 2.750	1	3.620		5.860		6.210	i li	2.030		4,670				3,289		6,210
Raw: # of samples of TP - Raw Sewage (mg/L)		1		1		1	IT	1		1		1		1		2		1 _		1		1		2		13				
Eff: Avg TP - Final Effluent (mg/L)		0.152		0.075		0.123	T	0.112		0.226		0.098		0.183		0,132		0.073		0.192		0:175		0.170		1.1.1.1.1.		0.142		0.226
Eff: # of samples of TP - Final Effluent (mg/L)		5		4		4	П	4		7	<u> </u>	4		4		5		4		5		4		4		54				
Loading: TP - Final Effluent (kg/d)		0.095		0.047	1	0.110		0.145		0.296		0.061		0.202		0.088		0.034		0.091		0.179		0.103			·	0,121		0,296
Percent Removal: TP - Raw Sewage (mg/L)		95.968		97.565		2.576		92.742		80.542		96.221		84.97		96.354		98,763		96.908		91.379		96.360						98.763
Nitrogen Series:							T							- 10 - 10			- · ·		-											· · · · ·
Raw: Avg TKN - Raw Sewage (mg/L)		26.500		23.300		17.000	П	12.300		11.300		21.800		1.000		28.850		40.400		44.300		13.900		39.000				25.332		44.300
Raw: # of samples of TKN - Raw Sewage (mg/L)		· 1 ·		1	1.	1	11	1.1		n. 1 1111		1		1 1 1		2		. 1 1 1.1	·	11		1		2		13		· · · · ·		
Eff: Avg TAN - Final Effluent (mg/L)		2.786		0.038		2.407	\square	0,553		1.067	<	0.040		0.443		0.080		0.035		0.146	Ш	1.283		1.343			<	0.852		2.786
Eff: # of samples of TAN - Final Effluent (mg/L)		5		4		4		4		3	Г	4		4		5		4		5	П	4		4		50	ŀ			· · ·
Loading: TAN - Final Effluent (kg/d)		1.747	Ħ	0.024		2,158	1-1	0.711		1.401	<	0.025	T	0.489		0.054		0.016		0.069	П	1.310		0.811			<	0.735		2.158
Disinfection:		11	T					11		11		1. D. 1		1		1		1. A. A.			Л	1.1								
Eff: GMD E, Coli - Eff SBR2 (cfu/100mL)		1.000		1,000	1	1.000		2.571		1.000		4.899	T	5.171		3.448		1.000		1.000	\Box	1.000		9.029				2.676		9.029
Eff: GMD E. Coli - Eff SBR1 (cfu/100mL)	-	1.260		1.732		1.000.	11	. 1.189 .	. 1	1.913		1.000		1.149		1.000		1.189		2.884	Π	1.000		1.934				1,438		2.884
Eff: # of samples of E, Coll - Eff SBR2 (cfu/100mL)	+	2	Ħ	2		1	1 1	3		2		2		5		3		3		3	Π	4		3		33	\Box		\Box	
Eff: # of samples of E. Coli - Eff SBR1 (cfu/100mL)	++	3.		2		3		4		. 3 .	1	2		5		3		· 4 .		3	ĩΤ	: 4		4		· 40				

Ontario Clean Water Agency Biosolids Quality Report - Liquid Digestor Type: AEROBIC Metals and Criteria

Facility:	MERRICKVILLE WASTEWATER TREATMENT FACILITY
Works:	1162
Period:	01/01/2017 to 12/01/2017

162 01/01/2017 to 12/01/2017

Month	Arsenic (mg/L)	Cadmium (mg/L)	Cobalt (mg/L)	Chromium (mg/L)	Copper (mg/L)	Mercury (mg/L)	Molybdenum (mg/L)	Nickel (mg/L)	Lead (mg/L)	Selenium (mg/L)	Zinc (mg/L)
Jan	0.100	0.030	0.030	0.280	9.470	0.012	0.140	0.260	0.100	0.100	15.000
Feb	0.100	0.030	0.030	0.220	6.690	0.025	0.110	0.200	0.300	0.100	7.280
Mar	0.100	0.030	0.030	0.360	11.300	0.014	0.180	0.350	0.300	0.100	13.800
Apr	0.100	0.030	0.070	0.500	13.500	0.020	0.220	0.450	0.500	0.800	25.900
May	0.160	0.030	0.030	0.380	12.200	0.027	0.190	0.350	0.400	0.100	16.300
Jun	0.040	0.030	0.030	0.270	8.770	0.022	0.120	0.260	0.300	0.100	11.600
luL	0.100	0.030	0.030	0.310	9.460	0.019	0.050	0.320	0.300	0.100	11.600
Aug											
Sep	0.100	0.030	0.060	0.530	15.100	0.014	0.250	0.520	0.400	0.100	19.000
Oct	0.100	0.040	0.050	0.450	16.600	0.021	0.240	0.490	0.400	0.200	17.100
Nov											н. -
Dec	0.100	0.030	0.040	0.480	14.900	0.014	0.250	0.470	0.400	0.200	19.000
Average	0.100	0.031	0.040	0.378	11.799	0.019	0.175	0.367	0.340	0.190	15.658
Max. Permissible Metal Concentrations (mg/kg of	170.000	34.000	340.000	2,800.000	1,700.000	11.000	94.000	420.000	1,100.000	34.000	4,200.000
Metal Concentrations in Sludge (mg/kg)	2.064	0.640	0.826	7.803	243.580	0.388	3.613	7.576	7.019	3.922	323.245

Ontario Clean Water Agency Biosolids Quality Report - Liquid Digestor Type: AEROBIC Solids and Nutrients

Facility:	MERRICKVILLE WASTEWATER TREATMENT FACILITY
Works:	1162
Period:	01/01/2017 to 12/01/2017

Facility Works Number:	1.10001729E8	
Facility Name:	MERRICKVILLE WASTEWAT	ER TREATMENT FACILITY
Facility Owner:	Municipality: The Village of	Merrickville-Wolford
Facility Classification:	Class 2 Wastewater Treatm	ent
Receiver:	Rideau River	
Service Population:		
Total Design Capacity:	m3/day	
Period Being Reported:	01/01/2017	12/01/2017

Month	Avg. Total Solids (mg/L)	Avg. Volatile Solids (mg/L)	Avg. Total Phosphorus (mg/L)	Ammonia (mg/L)	Nitrate (mg/L)	Nitrite (mg/L)	TKN (mg/L)	Ammonia + Nitrate (mg/L)	Potassium (mg/L)
Jan	45,400.000	28,500.000	1,300.000	212.000	0.100	1.000	2,320.000	106.050	18.100
Feb	42,300.000	26,300.000	1,240.000	182.000	0.300	0.200	2,210.000	91.150	16.700
Mar	62,600.000	39,600.000	1,870.000	174.000	0.300	0.100	3,410.000	87.150	29.200
Apr	68,800.000	42,800.000	2,240.000	437.000	1.200	2.100	3,810.000	219.100	31.900
May	55,600.000	32,600.000	2,310.000	188.000	0.400	1.400	3,470.000	94.200	23.700
Jun	50,800.000	29,200.000	1,220.000	388.000	0.400	0.100	2,060.000	194.200	25.100
Jul	34,800.000	20,500.000	1,080.000	312.000	0.200	0.100	1,970.000	156.100	22.400
Aug									
Sep	41,500.000	23,700.000	1,500.000	591.000	0.300	0.100	2,690.000	295.650	39.300
Oct	44,000.000	24,500.000	1,530.000	533.000	0.300	0.100	2,570.000	266.650	32.700
Nov									
Dec	38,600.000	21,200.000	720.000	349.000	0.200	0.100	1,560.000	174.600	29.400
Average	48,440.000	28,890.000	1,501.000	336.600	0.370	0.530	2,607.000	168.485	26.850
Total	484,400.000	288,900.000	15,010.000	3,366.000	3.700	5.300	26,070.000	1,684.850	268.500

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

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



For Clerk's use only, if required: Recorded Vote Requested By:					
Barr	Υ	N			
Ireland	Y	N			
MacInnis	· Y	N			
Snowdon	Y	N			
Suthren	Y	N			
Weedmark Y N					
Nash	Y.	N			

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 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 re-appointment of Scott Bryce to the Mississippi-Rideau Source Protection Committee as a Municipal Ground Water Representative.

Carried / Defeated

David Nash, Mayor

 From: Scott Bryce <is bryce@hotmail.com>

 Sent: May-07-18 10:34 AM

 To: Arie Hoogenboom <cao@Merrickville-wolford.ca>; sstone@mississippimills.ca;

 bcarre@northgrenville.ca; Paul Snider /psnider@villageofwestport.ca>

 Subject: Mississippi-Rideau Source Protection Committee Municipal Ground Water Representative Reappointment

Good morning, everyone.

I know some of you well, but not everyone. I am contacting you regarding the above process and will try to explain it as briefly as possible.

The Province created Source Protection Committees across the Province approximately a decade ago. In our area, the committee created was the Mississippi-Rideau Source Protection Committee. Each committee has a certain compoment of municipal representation. I was appointed in 2008 to represent the four municipalities with municipal ground water systems.

The Province has now required that a re-appointment process take place over the next two years. As a consequence, I have informed the Source Protection Committee that I will reach out to those municipalities that I represent and solicit re-appointment on their behalf. I would be happy to address any questions that you may have.

At this point in time, technical studies have been completed on all municipal water systems in the two watersheds and a Source Protection Plan document is in place. The focus going forward is on plan implementation and maintenance.

I look forward to hearing from you.

Regards.

Scott Bryce

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

For Clerk's u required: Recorded V Requested E	ote	nly, if
Barr	Y	N
Ireland	Ý	Ň
MacInnis	Y	N
Snowdon	Y	N
Suthren	Y	N
Weedmark	Ý	N
Nash	Y	N

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

Moved by:BarrIrelandMacInnisSnowdonSuthrenWeedmarkSeconded by:BarrIrelandMacInnisSnowdonSuthrenWeedmark

Be it hereby resolved that:

The Council of the Corporation of the Village of Merrickville-Wolford does hereby accept the resignation of Arie Hoogenboom as Interim CAO/Clerk effective June 29, 2018.

Carried / Defeated

David Nash, Mayor



317 Brock Street West P.O. Box 340 Mentickville, ON KOG 1N0 T. 613-269-4791 F. 613-269-3095

www.merrickville-wolford.ca

June 8, 2018

Mayor David Nash Village of Merrickville-Wolford 317 Brock Street West, Box 340 Merrickville, ON K0G 1N0

RE: Consulting Services: A & B Municipal Solutions

Dear Mayor & Council,

This correspondence is to formally advise Council that my last day as Interim CAO/Clerk for the Village of Merrickville-Wolford will be June 29, 2018. I will be pursuing other adventures as I have filed to run for Mayor of Rideau Lakes Township.

The Village has faced various challenges over the past five months and I hope that my services have assisted in resolving and moving issues along. Should Council seek my input on a limited basis after June 29th on any particular issue I would be prepared to help out.

Thank you for your support. I wish the Village, Council and staff all the best.

Sincerek Α.

A. Hoogenboom A & B Municipal Solutions

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

Visitor in the Gallery

The Hon. the Speaker: Honourable senators, I wish to draw your attention to the presence in the gallery of His Worship David Nash, Mayor of Merrickville-Wolford. He is the guest of the Honourable Senator Boyer.

On behalf of all honourable senators, I welcome you to the Senate of Canada.

Hon. Senators: Hear, hear!

Village of Merrickville, Ontario

Two Hundred and Twenty-fifth Anniversary

Hon. Yvonne Boyer: Honourable senators, I rise today to acknowledge the two hundred and twenty-fifth anniversary of the formation of the Village of Merrickville, Ontario, home to over 3,000 people and my home for the past seven years.

Located on unceded Algonquin territory, the Village of Merrickville was developed by William Merrick in 1793. This quaint village sits along the Rideau Canal, 85 kilometres southwest of Ottawa. Although it has a mill and manufacturing history, today it is best known as a tourist destination. People come from all parts of the world to learn about the Rideau Canal, which was named a UNESCO World Heritage Site in 2007, or to explore the town's 19th-century architecture or to visit the famous artists that work and live in this village.

Walking through the Village of Merrickville feels as if one has travelled back in time. The village has many beautiful, well-preserved 19th-century homes and other buildings. Merrickville's unique character and architecture survived many of the ravages of modernization, and so today it exists as a modern village with a naturally preserved 19th-century flavour.

In fact, it has more designated heritage buildings than any other Ontario community of like size. Many of the houses and buildings are built from sandstone or limestone. Of particular interest is the Blockhouse, which was built in 1832 to protect the canal locks and is now a museum and home to many local artifacts from the 19th century.

The Alloy Foundry is Canada's oldest foundry that began as an iron foundry in 1840. Many beautiful iron works can be bought in their shop. In fact, they produced the iron castings for the Governor General's fence at Rideau Hall.

You can watch the artists blowing glass in their studio at Gray Art Glass, where it not only is a familyrun business but artisan craftsmanship at its finest, with custom-made sculptures and installations and one-of-a-kind art works that are showcased in over 250 galleries across Canada.

The village also boasts a vibrant main street, lined with restaurants and unique shops. For instance, the Sugar Belle bakery has a world-class chef, where you will never find a better-tasting cream puff.

We have our own homemade ice cream and gelato shops, and don't forget the chip stands while you're there.

(1830)

Merrickville also has one of Ontario's highest per capita populations of artists, such as potters, quilters, cast metal artists, painters, fibre artists, writers, photographers, engravers, jewellers, dressmakers and soap makers. It's a great place to stop when travelling down the Rideau Trail or Canal. You can stop for the jazz festival, the theatre productions, the antique car show, the motorcycle show, and on and on and on.

The Merrickville community is holding several events to celebrate its anniversary. The kick-off is June 9, when a music festival is scheduled, and it will be announced by our own town crier.

All year long, Merrickville hosts exciting events, but the summer is the best. The atmosphere, the food and the people all make Merrickville a very special village.

Thank you, meegwetch.

(https://sencanada.ca/en/content/sen/chamber/421/debates/214db_2018-06-04-e#14)

For ease of reference, please see Section 4.6 a) of the current Procedural By-law 30-17:

4.6 Public Question Period

a) Questions may be asked by the public with permission of the Chair. This section of the Agenda allows an opportunity for the public to ask one question to Council with respect to an item on the current Agenda for the purpose of clarification only and shall not be used to table new items that require Council's/Committee's consideration. Inquiries made by members of the public shall be directed to Council only.

Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

For Clerk's u required: Recorded V Requested I	ote	nly, if	
Barr	Y	N	
Ireland	Y	N	
MacInnis	Y	Ν	
Snowdon	Y	N	
Suthren	Y	N	
Weedmark	Ý	Ν	
Nash	Y	Ν	

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution N	umber:	R -	- 18			Weedmark Nash	Y	<u>N</u> N
Date: June 1	1, 201	8						
Moved by:	Barr	Ireland	MacInnis	Snowdon	Suthren	Weedma	ark	
Seconded by	: Barr	Ireland	MacInnis	Snowdon	Suthren	Weedma	ark	

Be it hereby resolved that: By-law 32-2018, being a by-law to amend Section 4.6 a) of By-law 30-17, commonly referred to as the "Procedural By-law", be read a first and second time, and that By-law 32-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 32-2018

BEING a By-law to amend By-law 30-17 of the Corporation of the Village of Merrickville-Wolford, commonly referred to as the "Procedural By-law"

WHEREAS section 5(3), the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a Council may exercise its powers by By-law;

AND WHEREAS the Council of the Village of Merrickville - Wolford did pass Bylaw 30-17, a procedural by-law for the conduct of Council business;

AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford does deem it in the best interest of the municipality to amend Section 4.6 a) of By-Law 30-17, regarding Public Question Periods;

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

1. Section 4.6 a) of By-law 30-17 is hereby amended as follows:

4.6 Public Question Period

- a) Questions may be asked by the public with the permission of the Chair. The Public Question Period allows an opportunity for the public to ask questions of Council through the Chair.
- 2. This by-law shall be appended to By-law 30-17 which shall be consolidated for ease of reference.

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

READ a first and second time this 11th day of June, 2018

READ a third and final time and passed this 11th day of June, 2018

David Nash MAYOR

Arie Hoogenboom INTERIM CAO/CLERK Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

For Clerk's use only, if required: Recorded Vote Requested By:					
Barr	Y	N			
Ireland	Y	N			
MacInnis	Υ	N			
Snowdon	Y	N			
Suthren	Y	N			
Weedmark Y N					
Nash	Y	N			

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

Moved by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Seconded by: Barr Ireland MacInnis Snowdon Suthren Weedmark

Be it hereby resolved that: By-Law 31-2018, being a by-law to authorize the execution of the Client/Engineer Agreement for Professional Consulting Services for the purposes of the reconstruction of Drummond, Lewis and St. Patrick Streets, be read a first and second time, and that By-Law 31-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 31-2018

BEING a By-Law to authorize the execution of the Client/Engineer Agreement for Professional Consulting Services between the Corporation of the Village of Merrickville-Wolford and JP2G Consultants Inc. for the purposes of the reconstruction of Drummond, Lewis and St. Patrick Streets including water, sewer and road infrastructure

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

WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it appropriate to execute the Agreement attached hereto as Schedule "A" to this by-law

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

 The Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville - Wolford are hereby authorized to sign and execute the Client/Engineer Agreement for Professional Consulting Services as attached to this by-law as Schedule "A".

READ a first and second time this 11th day of June, 2018

READ a third and final time and passed this 11th day of June, 2018

David Nash, Mayor

Arie Hoogenboom, Interim CAO/Clerk Consulting Engineers of Ontario (CEO) in partnership with the Municipal Engineers Association (MEA)

FOR PROFESSIONAL CONSULTING SERVICES

2018

Engineering Services For Merrickville Infrastructure Upgrades and Additions

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 22 day of MAY A. D. 2018

-BETWEEN-

THE CORPORATION OF _the Village of Merrickville-Wolford

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

JP2G CONSULTANTS INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to (Description of Project)

Reconstruct Drummond, Lewis, and St. Patrick Streets including water, sewer and road infrastructure.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSED that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Engineer

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

- Services Jp2g Consultants Inc. Proposal RFP PW2018-04 Engineering Services for Drummond, Lewis, and St. Patrick Streets – Water, Sewer, and Road Infrastructure Upgrades and Expansion Design, Construction Administration and Construction Inspection.
- 3. **RFP** The Corporation of the Village of Merrickville-Wolford RFP PW2018-04 Request for Engineering Services for Drummond, Lewis, and St. Patrick Streets Water, Sewer, and Road Infrastructure Upgrades and Expansion Design, Construction Administration and Construction Inspection.

4.

5. Addenda -- The Corporation of the Village of Merrickville-Wolford RFP PW2018-04

Addendum No.1 March 28, 2018

6. Order of Precedence:

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

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ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance
 - The Insurance Coverage shall be \$ 5,000,000.00 per occurrence and in the aggregate for general liability and \$_5,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentially, which is independently developed by the Engineer without access to the Client's information, or whish is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

- 1) Negotiation
 - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
 - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If not agreement is reached within twenty (20) business days of the selection of the Mediator of if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client Arbitration
 - a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after

argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991.*

- v. Each party shall bear is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act,* R.S.O. 1990, c.C-43.

1.22 <u>Time</u>

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client; the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

No additional conditions.

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal dated Friday, April 6th, 2018.
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal, dated Friday, April 6th, 2018.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 **Basis of Payment** (Strike out those that do not apply)

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE
	· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·	

3.2. 2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

3.2.3.1 ---- Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of ___% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$189,841.00 plus applicable taxes made up as follows:

- (i) \$189,841.00 plus applicable taxes for Core Services as described in Schedule A; and,
- (ii) \$0 plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of <u>18</u> percent (<u>1.5</u> percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of _____percent (______ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of <u>18</u>% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: JP2G CONSULTANTS INC.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 22 Day May 2018

Signature	Ner Cal
Name	NEIL CALDWELL, P.Eng PMP
Title	Chief Executive Officer

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 22 Day of <u>May 2018</u>

Signature	Signature
Name	Name
Title	Title

ARTICLE 5 – ATTACHMENTS

Attach copies of Request for Proposal and Proposal Submission documents if required.

- 1. The Corporation of the Village of Merrickville-Wolford RFP PW2018-04 Request for Engineering Services for Drummond, Lewis, and St. Patrick Streets Water, Sewer, and Road Infrastructure Upgrades and Expansion Design, Construction Administration and Construction Inspection.
- 2. Jp2g Consultants Inc. Proposal RFP PW2018-04 Engineering Services for Drummond, Lewis, and St. Patrick Streets Water, Sewer, and Road Infrastructure Upgrades and Expansion Design, Construction Administration and Construction Inspection.

SCHEDULE "A"

REFER TO ARTICLE 5 - ATTACHMENTS

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Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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

For Clerk's u required: Recorded V Requested I	ote	ıly, if	
Barr	Υ	N	
Ireland	. Ү	N	
MacInnis	Y	N	
Snowdon	Y	N	
Suthren	Y	N	
Weedmark	Y	N	
Nash	Y	N	

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R -			- 18			Weedmark Nash	Y	N N
Date: June 11	, 2018							
Moved by:	Barr	Ireland	MacInnis	Snowdon	Suthren	Weedma	ark	
Seconded by:	Barr	Ireland	MacInnis	Snowdon	Suthren	Weedma	ark	

Be it hereby resolved that: By-law 30-2018, being a by-law to confirm the proceedings of the Council meeting of June 11, 2018, be read a first and second time, and that By-law 30-2018 be read a third and final time and passed.

Carried / Defeated

David Nash, Mayor

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 30-2018

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 JUNE 11, 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 June 11, 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 June 11, 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 11th day of June, 2018.

David Nash, Mayor

Arie Hoogenboom, Interim CAO/Clerk Established 1793 Incorporated Wolford 1850 Merrickville 1860 Amalgamated 1998



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For Clerk's u required: Recorded V Requested E	ote	nly, if
Barr	Υ ⁴	N
Ireland	Y	N
MacInnis	Y	N I
Snowdon	Ϋ́.	N
Suthren	Y	N
Weedmark	Y	N
Nash	Y	N

VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 18

Date: June 11, 2018

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, June 25, 2018 at 7:00 p.m., or until the call of the Mayor subject to need.

Carried / Defeated

David Nash, Mayor