

Established 1793  
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Wolford 1850  
Merrickville 1860  
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Telephone (613) 269-4791  
Facsimile (613) 269-3095

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive requests from the Merrickville-Wolford Chamber of Commerce for permission to:

Waive the fee for the rental of the Community Centre on February 21, 2022; and

Allow a modified schedule for the use of the rink from 12 – 5 p.m.; and

That Council does hereby approve the exemption.

Carried / Defeated

---

J. Douglas Struthers, Mayor

## Kirsten Rahm

---

**From:** Doug Robertson  
**Sent:** Monday, February 7, 2022 8:32 PM  
**To:** Kirsten Rahm; Brad Cole - Public Works Department; Economic Development Officer  
**Subject:** Fwd: Request to Council - Use of Community Centre Feb 21

Fyi, all.

Doug Robertson, MBA  
CAO/Clerk/Director, Economic Development  
Village of Merrickville-Wolford  
cao@merrickville-wolford.ca  
613-269-4791 x229

---

**From:** Mayor <mayor@merrickville-wolford.ca>  
**Sent:** Monday, February 7, 2022, 8:18 p.m.  
**To:** Robyn Fredrickson; Doug Robertson; Bob Foster; Timothy Molloy; Stephen Ireland; Michael Cameron; Robyn Eagle  
**Subject:** Re: Request to Council - Use of Community Centre Feb 21

Hello Robyn Fredrickson  
A safe and fun community event indeed — yes it has been a long two years!

You have cc'd Doug Robertson and as Clerk he can ensure your requests are on our upcoming Council Agenda for favourable consideration.

And many thanks for all those organizing this special Snowflake Festival on Family Day 2022!

Mayor Struthers

Get [Outlook for iOS](#)

---

**From:** Robyn Fredrickson <vicepresident@merrickvillechamber.ca>  
**Sent:** Monday, February 7, 2022 8:02:42 PM  
**To:** Doug Robertson <cao@merrickville-wolford.ca>; Mayor <mayor@merrickville-wolford.ca>; Bob Foster <foster@merrickville-wolford.ca>; Timothy Molloy <molloy@merrickville-wolford.ca>; Stephen Ireland <ireland@merrickville-wolford.ca>; Michael Cameron <cameron@merrickville-wolford.ca>; Robyn Eagle <president@merrickvillechamber.ca>  
**Subject:** Request to Council - Use of Community Centre Feb 21

Hi,

I am writing on behalf of the Merrickville Wolford Chamber of Commerce with a couple of requests for an upcoming event.

As we have been working to to strengthen our relationship with the municipality (eg. new business welcome package, Victorian Lamp Post Project joint grant application), the Chamber would also like to strengthen our relationship with the

local members of our community by hosting the Snowflake Festival - A Community Appreciation Event on Family Day (Feb 21). We were unsure about proceeding this year due to covid restrictions however, with the reopening announcements made, we believe we can move forward to host a safe and fun community event. This is not a commercial event and is solely intended as a thank you to our community and hopefully raise some spirits after a long 2 years.

Place: Community Centre, Skating Rink and Fairgrounds (not exclusive)

When: Monday Feb 21st, 2022 12:00 to 5:00 pm

Who: Hosted by the Merrickville-Wolford Chamber of Commerce - working with the community

What: Snowflake Festival

- Scavenger Hunt (9 colourful wooden letters located in fairgrounds and river walk trail - working with trail society)
- Free hot chocolate and chili
- Firefighters Association - selling hotdogs, drinks and chips
- Music outside
- Christmas in Merrickville Fire barrels operating
- Warming location and washroom facilities in the community centre
- Family skate and organized hockey games at the ice rink
- Firetrucks and OPP Cruisers for the kids to see
- Free Horse Drawn Wagon Rides 1-4 pm - sponsored by the Lions Club
- Children's Activities at the Library 1-3 pm
- Rivertrail Interpretive Nature walk
- Snow Games

WE ARE REQUESTING SPECIAL PERMISSION FROM COUNCIL TO:

- 1) WAIVE THE FEE FOR THE RENTAL OF THE COMMUNITY CENTRE
- 2) ALLOW A MODIFIED SCHEDULE FOR THE USE OF THE RINK FROM 12-5 PM

We will ensure all Covid Safety Protocols are followed and are working on our covid safety plan.

We sincerely hope you are in favor of our request and we hope to see you at the event.

Robyn

Robyn Fredrickson

Vice President - Merrickville-Wolford Chamber of Commerce



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Date: February 14, 2022

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**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive a request from Sainte-Marguerite-Bourgeoys for an exemption from the Sign by-law for a period of 60 days from February 1 – March 2, 2022; and

That Council does hereby approve the exemption.

Carried / Defeated

---

J. Douglas Struthers, Mayor

Jan 19, 2022

Curbex Media  
Natalie Wood  
111 Caplan Avenue  
Barrie, ON  
L4N 9J3

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

To the trusted Council members in the Village of Merrickville-Wolford,

As the appointed sign company for the Conseil de ecoles Catholiques du Centre-Est, we are installing approximately forty (40) of our mobile signs at Catholic schools all over the region to remind parents and guardians that it is time for Kindergarten registration for the 2022/2023 school year.

We had submitted an application to place a mobile sign at the property of Sainte-Marguerite-Bourgeoys at 306 Read St. After a brief discussion with one of your bylaw officers, Jerry Jopling, we were told that as stated in the town bylaw, the sign could not exceed 5 sq. feet (2 ft x 2ft) as the school is located in a residential zone.

We humbly request an exemption for a period of 60 days from February 1 – March 2, 2022 so that we may install our sign, which is sized at 5 ft x 8ft. We believe that a larger sign will be much more effective in encouraging families to take the time to attend an upcoming open house at the school and gathering helpful material in order to make an informed decision for their child's educational future.

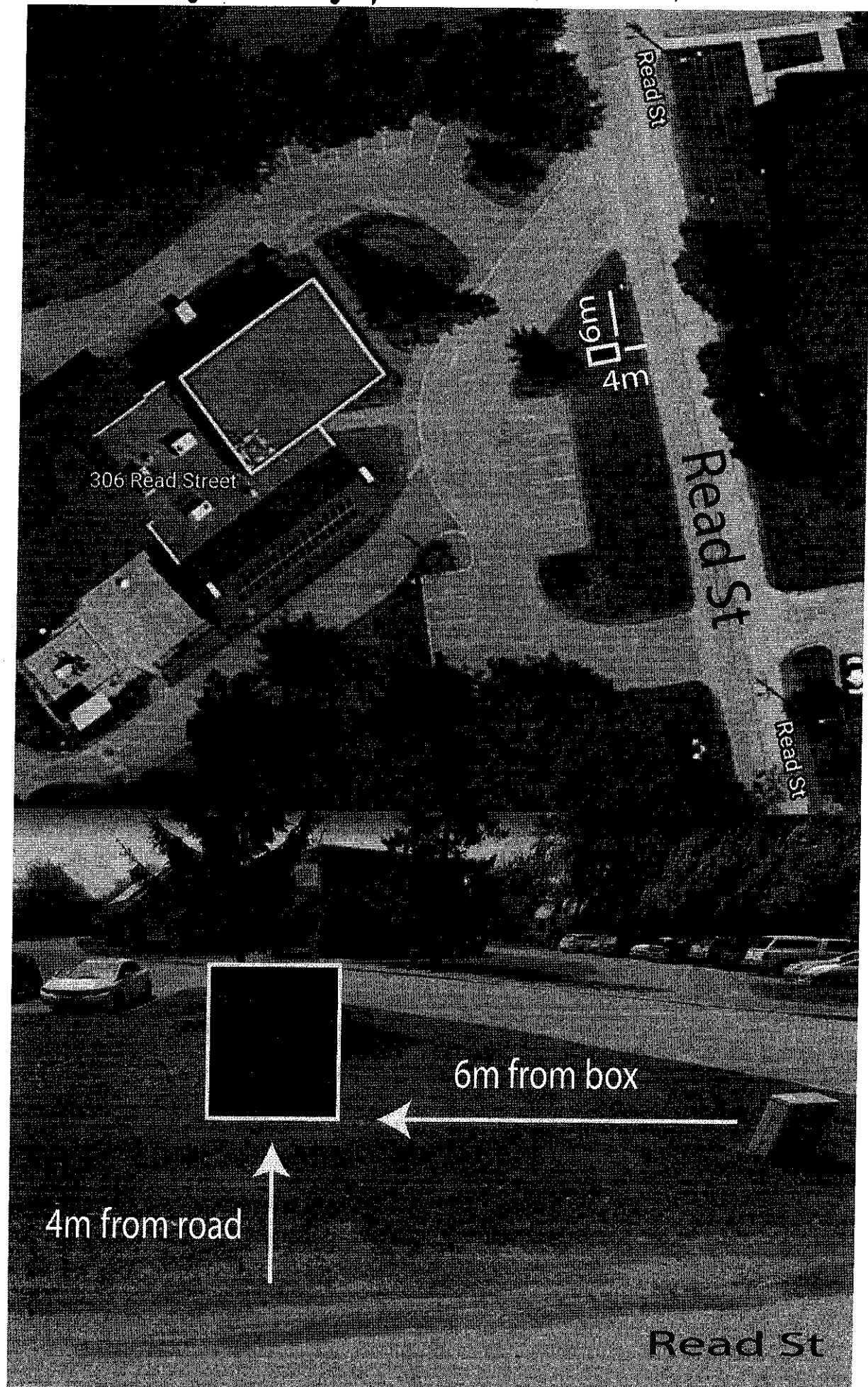
Curbex Media's main priority is the safety of the children, pedestrians and drivers. Included in this package is our proposed location of where the sign would be installed to ensure that we are not impeding on site lines for drivers entering & exiting the property. And would be placed far enough back from the roadside to ensure any pedestrians walking by are not put at risk of tripping or injury.

We appreciate you taking the time out of your day to review our exemption request & hope that we have provided you with enough information in order to grant our application.

Respectfully,

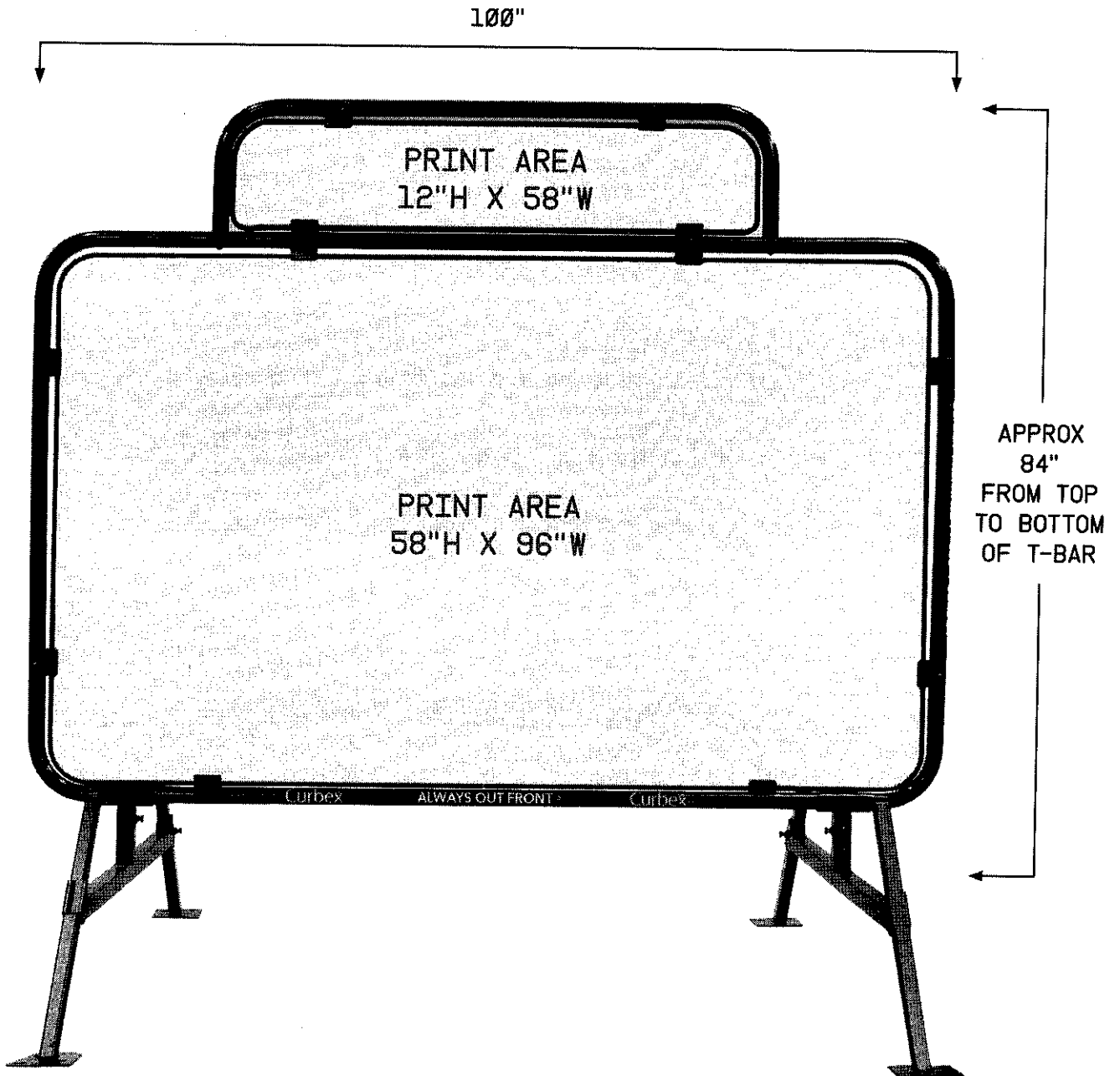
Natalie Wood  
Permit Administrator  
Curbex Media  
Barrie, Ontario

# Sainte-Marguerite-Bourgeoys, 306 Read St, Merrickville, ON - SITEMAP



# MINI B™

## SIGN DIMENSIONS



1.888.428.7239  
[orderdesk@curbex.com](mailto:orderdesk@curbex.com)

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**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive correspondence from Yves Grandmaitre re: Inclusive Community Grants, for information purposes.

Carried / Defeated

---

J. Douglas Struthers, Mayor



## Kirsten Rahm

---

**From:** Doug Robertson  
**Sent:** Friday, February 11, 2022 2:36 PM  
**To:** Kirsten Rahm  
**Subject:** FW: FW: Funding opportunity: Inclusive Community Grants

Kirsten, the email below is for inclusion in the Feb 14, 2022 Council agenda package.

Thanks.

Doug

---

**From:** Yves Grandmaitre  
**Sent:** Thursday, January 27, 2022 9:50 AM  
**To:** Michael Cameron <cameron@merrickville-wolford.ca>; Mayor <mayor@merrickville-wolford.ca>  
**Cc:** Doug Robertson <cao@merrickville-wolford.ca>  
**Subject:** Fwd: FW: Funding opportunity: Inclusive Community Grants

Good morning,

Below is information for a Community grant which may or may not be on the Municipal radar. Seeing that the Rec and Wellness Committee is returning to active duty, it may be something for them to pursue as it could permit the purchase of outdoor fitness equipment enhancing the fairground area and specifically the track. Something like this:

<https://atlasbarz.ca/en/commercial->

[products/?gclid=EAlaIQobChMIwaXB2ZrQ9QIVCbSzCh026wyHEAAYASAAEgInO\\_D\\_BwE](https://atlasbarz.ca/en/commercial-products/?gclid=EAlaIQobChMIwaXB2ZrQ9QIVCbSzCh026wyHEAAYASAAEgInO_D_BwE).

or standard benches across the downtown to accompany the new solar light posts. I did approach the Chamber Streetscaping sub committee but at this time they feel their plate is full. I leave this with you to consider.

Best regards

Yves Grandmaitre

Subject: Funding opportunity: Inclusive Community Grants

[View this email in your browser](#)



I am pleased to share that the Ministry for Seniors and Accessibility (MSAA) has opened applications for the Inclusive Community Grants program (ICG) 2022-23.

These grants provide successful municipalities, non-profit community organizations, and Indigenous communities with up to \$60,000 for a local project that will **help older residents and people with disabilities participate in community life**. This year, **projects that support under-served communities and those that address COVID-19-related challenges will be prioritized**.

To learn more about this funding opportunity, please review the Application Guidelines and the additional links provided in the section below. We also recommend you connect with the Regional Development Advisor assigned to your area to help you determine whether your organization and proposed project meet the eligibility requirements, as well as answer any questions you may have about your application.

Applications for the ICG will be accepted until **March 3 at 5:00pm EST**.

Kind regards,

Lisa

—

Lisa Brancaccio

Age-Friendly Communities Knowledge Broker

[brancacl@providencecare.ca](mailto:brancacl@providencecare.ca)

---

### **Inclusive Communities Grants Program**

For the Application Guidelines, [click here](#).

For more information, [click here](#).

If you have general questions about the Inclusive Community Grant program, please contact: [InclusiveCommunityGrants@ontario.ca](mailto:InclusiveCommunityGrants@ontario.ca).

---

## Subventions pour des communautés inclusives

Lignes directrices du programme, [cliquez ici](#).

Pour savoir plus, [cliquez ici](#).

Si vous avez des questions à propos du programme, vous pouvez envoyer un courriel à [InclusiveCommunityGrants@ontario.ca](mailto:InclusiveCommunityGrants@ontario.ca).

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## Grant Writing Tips Resource

[Click here](#) for Grant Writing Tips in English.

[Cliquez ici](#) pour Demande de subvention: Conseils d'écriture en français.

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### About the Ontario Age-Friendly Communities (AFC) Outreach Program

The Ontario AFC Outreach Program is managed by the [Centre for Studies in Aging & Health at Providence Care](#) in partnership with Queen's University, and funded by the Ontario's Ministry for Seniors and Accessibility.

The Ontario AFC Outreach Program builds on and complements Ontario's [AFC Planning Guide](#) and the AFC Planning Grant Program, with the aim to raise awareness about age-friendly planning principles, facilitate knowledge sharing within and between communities, and increase the capacity for local planning, implementation and evaluation of age-friendly community initiatives.

**To stay connected:**

Visit our website in [French](#) or [English](#).

Contact [Lisa Brancaccio](#), the Ontario AFC Knowledge Broker.

Join our [distribution list](#).

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Canada

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**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

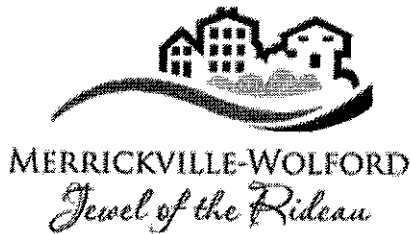
**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive report FIN-03-2022 regarding the 2022 water and wastewater rates; and

That Council does hereby give favourable consideration to By-law 06-2022, being a by-law to amend By-law 24-03, to adopt the 2022 Water and Wastewater Rates at an increase of 5%.

Carried / Defeated

J. Douglas Struthers, Mayor



## Village of Merrickville - Wolford

Report FIN-03-2022  
Finance Department  
Information/Action Report to Council  
Date to Council: February 14, 2022

### RE: 2022 Water and Wastewater Rates

**OBJECTIVE:** To obtain Council's approval of the 2022 water and wastewater rates.

### RECOMMENDATION:

**THAT: Council does hereby receive report FIN-03-2022 regarding the 2022 water and wastewater rates; and**

**THAT: Council gives favourable consideration to By-law 06-2022, being a by-law to amend By-law 24-03, to adopt the 2022 Water and Wastewater Rates.**

### BACKGROUND:

The *Sustainable Water and Sewage Systems Act, 2002*, requires municipalities to assess the costs of water and to develop plans to charge appropriate rates and generate sufficient revenue to finance capital and operating costs of sewer and water systems. The *Sustainable Water and Sewage Systems Act*, requires municipalities to institute full cost accounting and recovery for water and wastewater services. They cannot be financed through property taxes.

### ANALYSIS:

Staff are recommending a 5% increase for 2022. Applying a 5% increase to the water and wastewater rates, the base user rates for residential and multi-residential water and wastewater classes combined will increase from \$146.22 to \$153.53, per unit, per month. The Industrial, Commercial and Institutional classes will see a base user rate increase from \$224.12 to \$235.33, per unit, monthly. The base rate for properties on water only will increase from \$48.74 to \$51.18. The base rate includes up to 7.5 cubic metres per unit, per month. The rates for metered water/wastewater, after 7.5 cubic metres per unit, per month, will increase from \$7.78 to \$8.17 per cubic metre, and for water only users from \$2.58 to \$2.71.

While the operating costs for water and wastewater services are approaching full-cost recovery, the Village has few funds set aside for water and wastewater capital work. At the present time, the Village cannot afford to undertake any water/wastewater capital

infrastructure projects. At present, there is \$541,498 set aside in a reserve for future water and wastewater infrastructure needs. For context, the 2019 \$2.3 million infrastructure rehabilitation to portions of Lewis W, Drummond W and St. Patrick Street cost just under \$1,000,000 for the water and wastewater portion of the project. Given the costs of capital work on underground infrastructure, the amount of the reserve should be between \$750,000 to \$1,000,000.

Our underground infrastructure is increasing in age. Many of the Village sanitary and water pipes were installed around 1950's – 1970's, and are increasingly in need of repair. Our sewage treatment plant is close to capacity. The cost of repairs and upgrades for this type of work would be millions of dollars, and while the Village could apply for a grant, the grant agreement would require the Village to cover a portion of those costs. Currently, the Village does not have enough of a reserve balance to cover our share of the cost. A 5% increase would increase the reserve by an additional \$172,010 bringing the balance of the reserve to \$713,508.

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

The 2022 draft budget will include the estimated revenue due to the increase in user rates. The user fees for water are estimated to be \$449,885 and for wastewater \$799,621.

#### **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:**

Fiscal sustainability is an important part of providing efficient services to ratepayers.

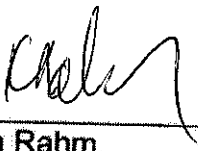
#### **Conclusion:**

Staff recommend that Council adopt By-law 06-2022, as attached, being a by-law to implement the new water and wastewater rates for 2022.

#### **ATTACHMENTS:**

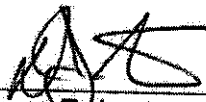
By-law 06-2022 – Amend By-law 24-03 with 2022 Water and Wastewater Rates

Submitted by:



Kirsten Rahm,  
Manager of Finance - Treasurer

Approved by:



Doug Robertson, CAO/Clerk





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**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

**Be it hereby resolved that:**

By-law 06-2022, being a By-law to amend By-law 24-03 to adopt the 2022 Water and Wastewater Rates, be read a first and second time, and that By-law 06-2022 be read a third and final time and passed.

Carried / Defeated

---

J. Douglas Struthers, Mayor

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

**BY-LAW NO. 06-2022**

**BEING** a By-law to amend By-Law 24-03, the By-law to enact Rules and Regulations for the Installation, Repair, Maintenance and Access to Water Meters, Sewer Services and Related Appurtenances; the Billing and Collection of Charges for Water and Sewer Usage; and the Penalties for Offences

**WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford did pass By-law 24-03 to enact the installation of water meters and collection of charges for water and sewer;

**AND WHEREAS** section H. 1 of By-law 24-03 allows for the changing of rates from time to time by municipal by-law;

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville-Wolford does deem it necessary to increase the water and sewer service rates;

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

1. Schedule "A" of By-law No. 24-03 shall be amended as attached
2. The amended rates of Schedule "A" shall come into force and take effect the 1<sup>st</sup> day of January, 2022.
3. Schedule "B" of By-law No. 24-03 shall be amended as attached.
4. The amended rates of Schedule "B" shall come into force and take effect on the passing of this By-Law.

**READ** a first and second time this 14<sup>th</sup> day of February, 2022.

**READ** a third and final time and passed this 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
Douglas Struthers, MAYOR

\_\_\_\_\_  
Doug Robertson, CAO/Clerk/Director of Economic Development

**Village of Merrickville-Wolford**

**Schedule "A" to By-Law No. 24-03**

**Water/Sewer Service Rates**

**Water/Sewer Service Rate Calculation**

<b>WATER SERVICE TYPE</b>	<b>BASE RATE (per month)</b>	<b>METERED WATER/ SEWER SERVICE RATE (per cubic meter of water)</b>
A) Independent Residential Unit	\$153.53 per unit monthly on water and sewer for the first 7.5 M3  \$51.18 per unit monthly for water only for the first 7.5 M3	\$8.17 per cubic meter after 7.5 cubic meters (c.m.) per unit  \$2.71 per cubic meter after 7.5 cubic meters (c.m.) per unit
B) Multiple Residential Unit	\$153.53 per unit monthly on water and sewer for the first 7.5 M3	\$8.17 per cubic meter after 7.5 cubic meters (c.m.) per unit
C) Industrial/Commercial/Institutional Units	\$235.53 per unit monthly for the first 15 M3	\$8.17 per cubic meter after 15.0 cubic meters (c.m.) per unit

**Village of Merrickville-Wolford**  
**SCHEDULE "B" to By-Law No. 24-03**

**ADDITIONAL CHARGES**

- Rates for Water from Hydrants
  - Corporation Fire Department Emergency use No Charge
  - Other Users \$3.63/m3

Larger meters and non-standard meter installations shall be billed to the owner. Definition of non-standard installation and associated costs shall be at the sole discretion of the Manager of Environmental Services.

- Owner-requested municipal meter accuracy testing deposit will be \$55.00 for each test.
- Notice of Disconnection Charge will be \$110.00 and will be applied to the outstanding account.
- Disconnection and Reconnection Charge.  
When it has been necessary to reconnect a service as a result of non-payment, a reconnection charge of \$110.00 shall be levied against the delinquent account.
- Owner requested disconnection shall have a disconnection charge of \$110.00  
Owner requested reconnection shall have a reconnection charge of \$110.00.
- Service charge for inspection of water or sewer connections shall be \$55.00
- Water Statements or history of account over one year:
  - Computer records: \$15.00
  - Manual records: \$25.00 per hour, minimum one hour

During office hours (7:00 a.m. to 3:00 p.m.)

- Thawing frozen service \$55.00 per hour, minimum one hour plus disbursements
- New Meter 100% of cost of materials and labour
- Water/Sewer Connection \$5,000.00 deposit refundable of net actual cost.
- Duplicate Water Bill \$5.00

After office hours (3:01 p.m. to 6:59 a.m.)

- Thawing frozen service \$55.00 per hour, minimum one hour plus disbursements
- Water/Sewer Connection \$5,000.00 deposit refundable of net actual cost.

This schedule amends the fees and service charges of Schedule "B" of By - Law 24 - 03.

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Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

By-Law 11-2022, being a by-law to authorize the execution of the grant agreement between the Minister of Municipal Affairs and Housing and the Corporation of the Village of Merrickville-Wolford for the Municipal Modernization Program grant, be read a first and second time, and that By-Law 11-2022 be read a third and final time and passed.

Carried / Defeated

---

J. Douglas Struthers, Mayor

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

**BY-LAW NO. 11-2022**

**BEING** a By-Law to authorize the execution of the Grant Agreement for the Municipal Modernization Program (MMP) between the Minister of Municipal Affairs and Housing and the Corporation of the Village of Merrickville - Wolford hereinafter called "the Recipient"

**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;

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville - Wolford does deem it to be in the best interests of the Recipient to enter into the agreement regarding the MMP grant;

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

- 1) Mayor Doug Struthers and the CAO/Clerk/Director of Economic Development, Doug Robertson, are hereby authorized to sign and execute the Municipal Modernization Program as attached.

**READ** a first and second time this 14<sup>th</sup> day of February, 2022.

**READ** a third and final time and passed this 14<sup>th</sup> day of February, 2022.

---

J. Douglas Struthers  
MAYOR

---

Doug Robertson  
CAO/CLERK

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### BETWEEN :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the "Province")

- and -

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

(the "Recipient")

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

**3.1 One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

**4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

**5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**



The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

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

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A12.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior 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 exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### A6.0 **CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to



any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

#### **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

#### **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

#### **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

#### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**



**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$152,640
<b>Expiry Date</b>	March 31, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Brenda Vloet  <b>Position:</b> Manager, Municipal Programs and Outreach Unit  <b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor  <b>Email:</b> Brenda.Vloet@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with

the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"**  
**PROJECT**

<b>Project Title</b>
Village of Merrickville-Wolford Service Delivery Review
<b>Objectives</b>
The objective of the Project is to review the Recipient's water and wastewater services to identify opportunities for improvements that will realize cost savings and efficiencies.
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to review levels of service across the Recipient's water and wastewater division, including:</p> <ul style="list-style-type: none"> <li>• An audit of the current service delivery model, including examining administrative and operational processes;</li> <li>• A feasibility study for transitioning to in-house water and wastewater service delivery, including opportunities to reduce service costs while maintaining or improving current levels of service; and Three recommendations for potential in-house service delivery models; and</li> <li>• A cost benefit analysis of water and wastewater cost sharing opportunities with surrounding municipalities.</li> </ul> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by January 31, 2023.</p> <p>The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

**SCHEDULE "D"**  
**BUDGET**

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Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$152,640

**SCHEDULE "E"**  
**PAYMENT PLAN**

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Milestone	Scheduled Payment
<ul style="list-style-type: none"><li>• Execution of Agreement</li></ul>	Initial payment of \$106,848 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of Interim Progress Report Back to the Province</li><li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li><li>• Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer's Report</li></ul>	Final payment of up to \$45,792 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

## SCHEDULE "F" REPORTS

---

Name of Report	Reporting Due Date
1. Interim Progress Report Back	September 19, 2022
2. Final Report Back and Invoices	January 31, 2023

### **Report Details**

#### **1. Interim Progress Report Back**

The Recipient will submit an Interim Progress Report Back to the Province by September 19, 2022 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

#### **2. Final Report Back and Invoices**

The Recipient will submit a Final Report Back to the Province by January 31, 2023 using the reporting template provided by the Province. The Final Report will include:

- A copy of the Independent Third-Party Reviewer's report,
- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if  
required:

**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

**Be it hereby resolved that:**

The Council of the Corporation of the Village of Merrickville-Wolford does hereby receive the 2022 Brush Amnesty Schedule for information purposes.

Carried / Defeated

---

J. Douglas Struthers, Mayor



## **Brush Amnesty Days 2022**

**Spring Cycle- April 9<sup>th</sup>, 16<sup>th</sup>**

**Summer Cycle- June 11<sup>th</sup>, 18<sup>th</sup>**

**Fall Cycle- September 3<sup>rd</sup>, 10<sup>th</sup>.**

**The Village of Merrickville- Wolford invites residents to bring one half ton truck or 4x8 utility trailer load free of charge to the landfill. Residents will be allotted one load per property with their landfill card per cycle shown above.**



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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if required:

**Recorded Vote Requested By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

THAT: The Council of the Corporation of Merrickville-Wolford receive report CBO-01-2022 regarding the renovation proposed at the designated heritage building known as Jakes-McLean Building; and,

THAT: Council approves the findings and recommendations within Report CBO-01-2022; and,

THAT: Council approves the repairs described and recommended in Report CBO-01-2022.

Carried / Defeated

J. Douglas Struthers, Mayor



## Village of Merrickville-Wolford

CBO-01-2022

Building Department

Report to Council

Date of Council Meeting: February 14, 2022

**Re: Designated Building Heritage By-law 13-81**

**OBJECTIVE:**

To provide Council with information to confirm adherence to applicable law statute known as the Ontario Heritage Act, a Designated listing under Part IV.

**RECOMMENDATION:**

**THAT: Council receive report CBO-01-2022 regarding the renovation proposed at the designated heritage building known as Jakes-McLean Building; and**

**THAT: Council approves the findings and recommendations within Report CBO-01-2022.**

**BACKGROUND:**

In 1981, the Council of the day passed By-law 13-81 designating the Jakes-McLean as a heritage building within the Village of Merrickville Ontario.

This property being designated falls under the following actions in the Ontario Heritage Act.

Under Part IV of the Act, once a municipal heritage committee is established, council is required to consult with it:

- during the designation process for individual properties and for districts;
- on applications to alter designated properties;
- on applications to demolish or remove;
- on applications to repeal designation by-law;

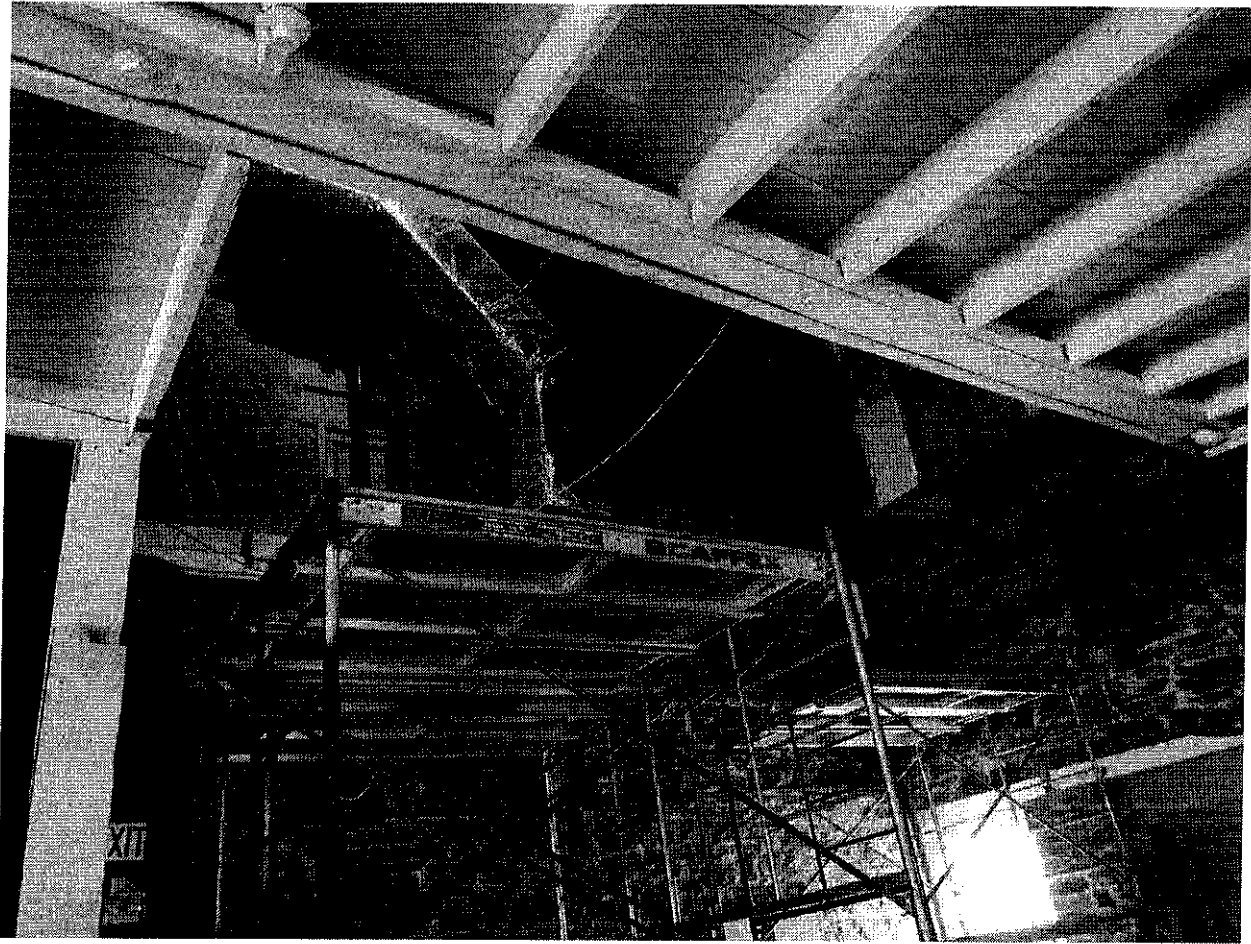
In this circumstance Council is meeting as the heritage committee in relation to this project.

## **ANALYSIS:**

On the 13<sup>th</sup> of January 2022, emergency personnel were called to the building currently operating as the Baldachin INN with the report of a collapse. Upon arrival, the floor within the attic space had collapsed caused by work being completed upon the area. The building department and Ministry of Labour were notified and with concerns noted by those on site the building was vacated, and orders were posted. Since that time cleanup has occurred and occupancy has been regranted at the writing of this report to the 2 retail stores and the restaurant on the main floor. In addition, 2 residential apartments on the higher floors were allowed to reoccupy.

Morey Engineering was hired by the owner to determine an appropriate course of action in relation to clean up and to assist in determining how to correct the area of the building that had suffered the structural collapse. The owner is aware that he will also need to address some other issues dealing with fire separations, and travel distance within the structure and has advised the Municipality that person is now working and confirming these requirements.

As this is a designated historical building the renovations plans beyond the clean up and stabilization steps need to be brought for to be considered by Council in regards, to heritage. The owner and or engineer have stated in their opinion that this repair is not in relation to the heritage features of the building. However, staff do wish to advise that even if that is correct, the fact is that the repair is abutting the roof system and it was originally built at the same time as original building. Therefore, this repair will have a reflection upon the heritage features. Please see the photographs below of the area in question.



Area that was damaged and to closed in.



This is the area that it will abut when completed.

The replaced area is proposed to be completed with 2 by 12 SPF #2 with hangers upon a ledger board.

The owner has indicated the following, in regards, to the underneath visible area.

"Hi Shawn, further to our phone conversation, please be advised that although the particular area of concern regarding the rebuild is not heritage designated, our intentions are to build it back stronger with the best currently available materials. We will also be making every attempt to blend in the repairs. We will cover any exposed metal parts with Bin sealer and everything will be spray coated to match the rest of the existing floor/ceiling..On another note, the 3 hour door to the East wing has been installed. Cheers, David"

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

N/A

### **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:

#### **Protecting heritage, rural and natural environments.**

Being compliant with Ontario Regulations is a requirement of the Village and staff are providing effective services by ensuring these requirements are met.

### **CONCLUSION:**

It is recommended that Council authorize that the owner may proceed with repairs as described in the submission

### **ATTACHMENTS:**

By-law 13-81

Three letters provided by R. Morey and Associates

Submitted by:



Shawn Merriman,  
Building Official Merrickville Wolford

Approved by:



Doug Robertson, CAO/Clerk

**VILLAGE OF MERRICKVILLE**

**DESIGNATED PROPERTIES**

Name of property	Jakes - McLean Building
Street address	105 - 129 St. Lawrence Street 106 - 112 Main Street East
Legal description	Plan 6, Range 1, Part Lot 5
Tax roll number	07 14 000 015 00200 0000
By-Law No. Schedule	13-81 A
Registration No.	70650
Owner(s)	Virginia Martyn and David Ross  Josef Krottil and Pavel Kabuda  753277 Ontario Limited, c/o D. Ellis, 56 Maple Avenue, Smiths Falls, Ontario K7A 4A5

CORPORATION OF THE VILLAGE OF MERRICKVILLE

BY-LAW NUMBER 13-81

A BY-LAW TO DESIGNATE PROPERTIES AS BEING OF ARCHITECTURAL AND/OR HISTORICAL VALUE AND INTEREST

WHEREAS section 29 of the Ontario Heritage Act, 1974 authorized the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of Architectural and/or Historical value or interest ; and

WHEREAS the council of the Corporation of the Village of Merrickville has caused to be served on the owners of the lands and premises described in the attached schedules and upon the Ontario Heritage Foundation, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in the same newspaper having general circulation in the municipality once for each of three consecutive weeks; and

WHEREAS the reason for designation are set in Schedules attached hereto.

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality.

THEREFORE the Council of the Corporation of the Village of Merrickville enacts as follows:

1. There is designated as being of Architectural and/or Historical value and interest the real properties described in Schedules



CORPORATION OF THE VILLAGE OF MERRICKVILLE

Schedule "A" to By-Law

13-81

Buildings approved for designation as Heritage properties by their owners, 433678 Ontario Limited

The Jakes-MacLean Block (plan 6, lot 5, Rge 1, S.E. corner of St. Lawrence and Main Streets.)

This imposing 3 story stone commercial and residential building dominates the most visible and important cross roads in Merrickville, together with the stone United Church, the stone Blockhouse, and the stone Aaron Merrick Building. Started in 1861 and finished several years later it is L shaped with both facades divided horizontally and vertically into bays with the windows being reduced in size as the building rises, The interior is significant as it has beautiful wood-work throughout and particularly in the "Heritage Room" on the second floor. This building has always played an important part in the life of Merrickville as a busy general store, bank, and post office. Later it became the head office of Harry F. MacLean for approximately 20 years.

January 20, 2022

File: 022023

Mr. Dave Ellis  
111 St. Lawrence Street  
Merrickville, Ontario  
K0G 1N0

RE: ATTIC FLOOR COLLAPSE  
111 ST. LAWRENCE STREET  
MERRICKVILLE, ONTARIO

Dear Sir:

This letter summarizes the observations and comments made during visits to the above noted site carried out by members of our engineering staff on January 13 and 19, 2022. The purpose of the site visits was to observe the area of the above noted attic floor collapse from within the building at 111 St. Lawrence Street, Merrickville and based on the observations made to provide information for the Ministry of Labour to assist in their evaluation of the subject attic floor collapse.

Based on discussion with Mr. Bradley Hannigan from the Ministry of Labour (MOL) on January 18, 2022, it is understood that the MOL requires information from a professional engineer outlining steps to be taken by workmen to safely remove from the building the debris associated with the attic floor collapse and measures to safeguard the workmen during removal of that debris from the collapsed attic floor area.

At the time of the site visit it was observed that a portion of the common stone wall between the building at 111 St. Lawrence Street and 110 Main Street just above the area of the attic floor collapse had been removed. It is understood that the removal of the portion of stone wall was being carried out at the time of the attic floor collapse to create an access between the attic spaces of 111 St. Lawrence Street and 110 Main Street. It is further understood that the stone removed from the proposed opening had been stockpiled on the attic floor in close proximity of the proposed wall opening. The area of collapsed attic floor is about 12 feet by 22 feet in plan area and extends from the top of the stairs leading from the third floor level (ballroom level) to the attic level to the south exterior wall of the building, and from the common masonry stone wall between 111 St. Lawrence and 110 Main Street to about 12 feet out from that wall. The debris fell onto the third floor (ballroom floor) of the building. The debris consists, in general, of the stone removed from the above mentioned opening, the wood floor joists and wood planking from the attic floor, miscellaneous wood timbers and various relatively light items that had been stored in the attic such as chairs, pipe, electrical wire, plastic pails, etc.



It was observed at the time of the site visit on January 19, 2022 that a temporary steel telepost had been provided within the above mentioned masonry stone wall opening adequately supporting the existing steel lintels at the top of the wall opening. That steel post should remain in place until all the collapsed debris has been removed and the attic floor in the collapsed area has been adequately reconstructed and work on the opening resumes.

At the time of the site visit on January 19, 2022, the following steps/measures were discussed with Mr. Dave Ellis and Mr. Paul Moure, masonry contractor retained by Mr. Ellis for removing the collapsed attic debris.

The following steps/measures are provided for the safe removal of the attic floor collapse debris and for the safety of workmen entering the area of the collapsed attic debris. It is considered that the steps/measures discussed below should be carried in the sequences presented below.

- Ensure that the above mentioned stairway from the ballroom level to the attic level is adequately barricaded to prevent entry to the stairs.
- Ensure all electrical wires affected by the collapse of the attic floor have been disconnected from their power supply.
- Remove the loose steel door within the elevator vestibule at the attic level by way of the elevator.
- Check the structural integrity of the framed elevator vestibule at the attic level which overhangs the collapsed attic floor area, accompanied with the engineer.
- Begin removal of the debris by way of the elevator at the ballroom level. The debris should be removed from immediately in front of the elevator working directly out from the elevator to the area of the stone debris with the purpose of removing the stone debris prior to any of the other debris except from a "pathway" from the elevator to the stone debris. It is understood that the elevator has a load capacity of 1600 pounds. Accordingly, it is considered that a maximum of 5 cubic feet of stone could be loaded into the elevator and removed from the building at one time. The stone should not be stockpiled within the building. A dolly should be used to transport the stone debris to the elevator. All precautions should be taken by the contractor to prevent any impacts on the ballroom floor during and following the removal of the debris.
- Once the stone has been removed, the remaining debris may be removed from the building or relocated outside of the collapsed floor area and scattered on the ballroom floor without concentration of load due to the debris. During removal on any of the debris, workmen should not be allowed beneath the edges of the opening within the attic floor to ensure the debris presently overhanging the edges of the opening will not fall onto any workmen.
- Once sufficient area of debris has been cleared from the ballroom floor to allow erecting of scaffolding, suitable scaffolding may be erected to facilitate the safe removal of the existing debris presently overhanging the edges of the attic floor opening and for installing temporary shoring for the header and trimmer joist at the top of the ballroom to attic stairway. That shoring may consist of a 2 ply - 2" x 12" built-up wood post suitably nailed at the join between the stairway header and trimmer joist. The above mentioned scaffolding should be provided



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Attic Floor Collapse  
111 St. Lawrence St., Merrickville, ON.  
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022023

with suitable wood footings the size and configuration of which to be determined by the engineer in discussion with the contractor.

No more than two workmen should be within the attic floor collapse area until all of the stone debris has been removed and the area approved by the engineer to allow additional workmen if required by the contractor.

The operation of removal of the debris by the contractor should be observed by the engineer at the time the above steps/measures are being carried out to ensure that the guidelines provided above have been interpreted by the contractor as intended and are being executed in a manner to provide utmost safety for the workmen involved.

The debris removal operation carried out by the workmen should be in accordance with the Occupational Health and Safety Act, as applicable.

Upon adequate completion of all of the above work, Morey Associates Ltd. could provide a letter confirming that the debris removal work has been carried out.

Based on discussion with Mr. Dave Ellis and Mr. Paul Moure at the time of the above mentioned January 19, 2022 site visit, it is understood that the reconstruction of the subject attic floor area will be carried out prior to resuming the construction of the proposed opening in the common masonry wall mentioned above. We would be pleased to provide guidelines from a structural point of view regarding the proposed reconstruction of the attic floor and/or for completing the proposed masonry wall opening, if required.

We trust the above information is sufficient for your present purposes. If you have any questions concerning this letter, please do not hesitate to contact our office.

Yours truly,  
Morey Associates Ltd.

C. R. Morey, M.Sc. Eng., P.Eng.  
Senior Consulting Engineer



File: 022023

January 26, 2022

File: 022023

Mr. Dave Ellis  
111 St. Lawrence Street  
Merrickville, Ontario  
K0G 1N0

RE: ATTIC FLOOR COLLAPSE  
111 ST. LAWRENCE STREET  
MERRICKVILLE, ONTARIO

Dear Sir:

As requested by the Township of Merrickville-Wolford, this letter provides information concerning the number and location of existing pedestrian access penetrations within the common stone masonry walls between the building at 111 St. Lawrence Street, Merrickville and the attached buildings at 110 Main Street, Merrickville and 117 St. Lawrence Street, Merrickville. In addition, this letter provides comments as to whether or not the buildings known as 111 St. Lawrence Street, 110 Main Street and 117 St. Lawrence Street may be deemed as separate buildings based on our interpretation of the 2012 Ontario Building Code, for the purpose of allowing occupancy to 110 Main Street and 117 St. Lawrence Street, Merrickville. Our previous letters for this project dated January 14, 20 and 21, 2022 should be read in conjunction with this present letter.

A visit to the above note site was carried out by members of our engineering staff on January 26, 2022. The purpose of the site visit was to observe the number and location of any existing pedestrian access penetrations within the common stone masonry walls between the building at 111 St. Lawrence Street, Merrickville and the attached buildings at 110 Main Street, Merrickville and 117 St. Lawrence Street, Merrickville. The results of those observations are indicated below.

Existing pedestrian access penetrations observed within the common stone masonry wall between 111 St. Lawrence Street and 110 Main Street, Merrickville:

- Second floor at top of stairs from ground floor to second floor.
- Attic immediately above area of subject attic floor collapse.

Existing pedestrian access penetrations observed within the common stone masonry wall between 111 St. Lawrence Street and 117 St. Lawrence Street, Merrickville:

- Second floor about 19 feet from west exterior wall and 39 feet from common wall between 111 St. Lawrence Street and 110 Main Street, Merrickville.



Mr. Dave Ellis  
Attic Floor Collapse  
111 St. Lawrence St., Merrickville, ON.  
January 26, 2022

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- Third floor about 42 feet from west exterior wall and 19 feet from common wall between 111 St. Lawrence Street and 110 Main Street, Merrickville.

Based on discussion with Mr. Shawn Merriman of the Township of Merrickville-Wolford and our interpretation of Division A Section 1.1.3.1 of the 2012 Ontario Building Code it is understood that attached buildings may be deemed as separate buildings provided the common wall between the buildings has a firewall with a minimum fire resistance rating of 2 hours. Based on discussion with Mr. Shawn Merriman it is understood that a stone masonry wall at least 12 inches in thickness, or two layers of 5/8" thick Type X drywall, or a 2 hour (or greater) fire rated steel door comprising/within a common wall constitute a 2 hour fire rated firewall with regards to deeming buildings as separate. Based on observations at the time of the above mentioned site visit on January 26, 2022 and previous site visits discussed in our above mentioned previous letters, the common walls between the attached buildings consist of at least 12 inch thick stone masonry and the above mentioned four pedestrian access penetrations within the subject walls had been or were in the process of being provided with minimum 2 hour rated fire doors or two layers of 5/8" thick Type X drywall.

In view of the above, the common stone masonry wall between 111 St. Lawrence Street and 110 Main Street and the common stone masonry wall between 111 St. Lawrence Street and 117 St. Lawrence Street where all pedestrian access penetrations are provided with at least a 2 hour fire rated steel door or two layers of 5/8" thick Type X drywall may be considered 2 hour rated firewalls for the purpose of deeming the subject buildings as separate for the short term until such time as any of the fire doors or drywall is removed from the pedestrian access penetrations within the common stone masonry walls or the Township of Merrickville-Wolford indicates that occupancy to all three buildings is allowed, whichever occurs first.

We trust the above information is sufficient for your present purposes. If you have any questions concerning this letter, please do not hesitate to contact our office.

Yours truly,  
Morey Associates Ltd.

C. R. Morey, M.Sc. Eng., P.Eng.  
Senior Consulting Engineer



File: 022023

January 31, 2022

File: 022023

Mr. Dave Ellis  
111 St. Lawrence Street  
Merrickville, Ontario  
K0G 1N0

RE: ATTIC FLOOR COLLAPSE  
111 ST. LAWRENCE STREET  
MERRICKVILLE, ONTARIO

Dear Sir:

This letter summarizes the observations made during a visit to the above noted site carried out by members of our engineering staff on January 28, 2022. The purpose of the site visit was to observe the removal of debris which had fallen onto the third floor of the building at 111 St. Lawrence Street, Merrickville, as a result of the collapse of a portion of the attic floor of that building. This letter also provides general engineering design guidelines for structural components for the reconstruction of the above mentioned attic floor system in the area of the subject floor collapse.

At the time of our site visit on January 28, 2022, it was observed that the debris that had fallen onto the third floor of the building as a result of the subject attic floor collapsed had been satisfactorily removed from the area of collapse and deposited either at ground level on the exterior or dispersed within the third floor area outside of the area of the collapsed floor. It was also observed that the debris which had been overhanging the edges of the attic floor collapse area had been either removed from the attic or relocated back of the edges of the attic floor collapse area opening. It was further observed that suitable temporary shoring for the header and trimmer joist at the top of the ballroom to attic stairway had been installed in general accordance with the guidelines outlined in our previous letter for this project dated January 20, 2022.

The following provide general design guidelines for structural components for the reconstruction of the attic floor in the area of the subject attic floor collapse:

- The floor joists may consist of 2" x 12" wood members, SPF, No1/No2 at maximum 16 inches on centre.



- The floor joists may be attached to suitable ledger boards (discussed below) using Simpson Strong Ties Hangers Model No. LUS210, or approved alternate. The joists should be installed snug fit into the proposed hangers to provide positive lateral support for the bottom chord of the roof truss to which the joists are attached.
- Ledger boards to support the floor joists may consist of 2" x 12" wood members, SPF, No1/No2 fastened to the existing stone masonry common wall between the buildings at 110 Main Street and 111 St. Lawrence Street and to the existing roof truss at the interior end of the proposed floor joists. The proposed ledger board at the common stone masonry wall should be fastened to the stone masonry wall using  $\frac{3}{4}$ " diameter steel threaded rod at maximum 24 inches on centre installed through the full thickness of the stone wall and provided with nuts and washers. Those threaded rods should meet ASTM A307 with a minimum yield strength of 36ksi (kips per square inch). The washers on the ledger board side should consist of 2" diameter washers and on the masonry wall side 4" x 4" x  $\frac{1}{4}$ " steel plate. The threaded rods should be located at 2 to 3 inches from the top and bottom of the ledger board and staggered at maximum 24 inches on centre. A threaded rod should be located 4 inches from the ends of the ledger board including at any spliced ends within the ledger board. To ensure a positive contact of the ledger board and steel plate at the stone masonry foundation wall, the stone masonry foundation wall may be made flat using non-shrink mortar such as Verticoat Supreme, or equivalent. Any loose/loosened stone or masonry in the area of the proposed steel rods should be stabilized/repointed.
- To accommodate the installation of the proposed ledger board at the bottom chord of the existing roof truss, the existing rough cut ledger board presently fastened to the bottom chord of the roof truss should be removed and the proposed 2" x 12" ledger board fastened to the roof truss using  $\frac{1}{2}$ " diameter lag bolts, with washers, at maximum 16 inches on centre. The lag bolts should be installed in two rows placed 2 inches top and bottom of the ledger board. Two lag bolts should be installed 4 inches from the ends of the ledger board including at any spliced ends.
- The existing above mentioned stairway trimmer joist should be strengthened by adding a 2" x 12" wood member, SPF, No1/No2 full length to the existing trimmer joist. The added 2" x 12" should be fastened to the existing trimmer joist using three rows of 3  $\frac{1}{2}$ " spiral nails at 12" on centre. The added 2" x 12" joist should be connected to the proposed ledger boards using Simpson Strong Tie hangers Model No. LUC210Z, or approved alterante. The existing header joist should be connected to the existing trimmer joist using a Simpson Strong Tie Hanger No.U210R, or approved alternate. If the above noted hangers cannot be installed due to site framing constraints, Morey Associates Ltd. could be retained to provide guidelines for a suitable fabricated steel bracket, as applicable.
- The replacement floor sheathing for the reconstructed attic floor may consist of 5/8" tongued-and-grooved (T & G) plywood, 5/8" T & G OSB meeting O-2 Grade, or  $\frac{3}{4}$ " thick solid wood lumber, SPF, No1/No2 a maximum 8 inches wide.

The above indicated structural components are considered structurally adequate for the proposed attic floor reconstruction but may not agree with the historical designation of the building. Prior to commencing the reconstruction of the collapsed attic floor, the Township of Merrickville-Wolford should be contacted to make sure all of the above suggested structural components for reconstructing the subject attic floor are historically acceptable.





Mr. Dave Ellis  
Attic Floor Collapse  
111 St. Lawrence St., Merrickville, ON.  
January 31, 2022

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All of the above mentioned structural components for the reconstruction of the subject attic floor system should be constructed and installed in accordance with the manufacturers guidelines and the 2012 Ontario Building Code, as amended.

It is understood based on discussion with Mr. Dave Ellis (owner) and Mr. Paul Moure (contractor) at the time of a previous site visit on January 19, 2022, that the reconstruction of the subject attic floor area will be carried out prior to resuming the construction of a proposed opening in the common masonry wall mentioned in a previous letter for this project dated January 20, 2022. The construction of the proposed opening should be carried out in accordance with all of the applicable sections of the 2012 Ontario Building Code as amended and in good workmanlike fashion to ensure the safety of the workers involved, and to ensure that no distress occurs to either the building at 110 Main Street and/or 111 St. Lawrence Street. No stockpiling of construction debris and/or material should be allowed on the buildings floor systems.

It is considered that no access should be allowed to either the second, third or attic floors of 110 Main Street or 111 St. Lawrence Street until the reconstruction of the subject attic floor and subject common stone masonry wall opening has been completed in accordance with the 2012 Ontario Building Code, as amended, and to the satisfaction of the relevant authorities including, but not necessarily limited to, the Township of Merrickville-Wolford.

It is considered that the integrity of the ground floor of 110 Main Street has not been negatively affected from a structural point of view due to the subject attic floor collapse and accordingly that occupancy of the ground floor of the building at 111 St. Lawrence Street, Merrickville could be allowed from a structural point of view with regards to the above mentioned attic floor collapse provided occupancy to the ground floor of the building at 111 St. Lawrence Street, Merrickville is allowed by the relevant authorities including, but not necessarily limited to, the Township of Merrickville-Wolford.

We trust the above information is sufficient for your present purposes. If you have any questions concerning this letter, please do not hesitate to contact our office.

Yours truly,  
Morey Associates Ltd.

C. R. Morey, M.Sc. Eng., P.Eng.  
Senior Consulting Engineer



File: 022023

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if  
required:

**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

The Council of the Corporation of the Village of Merrickville-Wolford does hereby move to an "In-Camera" session at \_\_\_\_\_ p.m. under Section 239 (2) of the *Municipal Act, 2001*, as amended, to address matters pertaining to:

1. A position, plan, procedure, criteria or instruction to be applied to negotiations carried on by or on behalf of the municipality or local board; and

Carried / Defeated

J. Douglas Struthers, Mayor

Established 1793  
Incorporated  
Wolford 1850  
Merrickville 1860  
Amalgamated 1998



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

## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if  
required:

**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

The Council of the Corporation of the Village of Merrickville-Wolford does hereby rise and report from the "In Camera" session of the regular Council meeting, with staff being given direction, at \_\_\_\_\_ p.m.

Carried / Defeated

\_\_\_\_\_  
J. Douglas Struthers, Mayor

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if  
required:

**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

**Be it hereby resolved that:** By-law 07-2022, being a by-law to confirm the proceedings of the Council meeting of February 14, 2022, be read a first and second time, and that By-law 07-2022 be read a third and final time and passed.

Carried / Defeated

J. Douglas Struthers, Mayor

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

**BY-LAW 07-2022**

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 FEBRUARY 14, 2022

WHEREAS section 5(3) of the Municipal Act, 2001 states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed prudent that the proceedings of the Council of the Corporation of the Village of Merrickville-Wolford (hereinafter referred to as "Council") at its meeting held on February 14, 2022 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 February 14, 2022 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 14<sup>th</sup> day of February 2022.

\_\_\_\_\_  
J. Douglas Struthers, Mayor

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

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## VILLAGE OF MERRICKVILLE-WOLFORD

Resolution Number: R - - 22

Date: February 14, 2022

For Clerk's use only, if  
required.

**Recorded Vote Requested  
By:**

Cameron	Y	N
Foster	Y	N
Ireland	Y	N
Molloy	Y	N
Struthers	Y	N

Moved by: Cameron Foster Molloy Ireland

Seconded by: Cameron Foster Molloy Ireland

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

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

Carried / Defeated

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J. Douglas Struthers, Mayor