



## **OPERATIONS COMMITTEE**

**Tuesday, March 16, 2021**

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An electronic meeting of the Operations Committee was held on Tuesday, March 16, 2021 at 9:30 a.m.

Present were:

- Chair Tom Peckett
- Warden Debbie Robinson
- Vice-Chair David Bennett
- Councillor Brian Hunt
- Councillor Sheldon Keller
- Councillor Daniel Lynch
- Councillor Janice Tiedje

Staff Present:

- Paul Moreau, Chief Administrative Officer/Clerk
- Lee Perkins, Director of Public Works and Engineering
- Craig Kelley, Director of Development and Property
- Jeffrey Foss, Director of Corporate Services
- Laura LePine, Director of Community Services
- Richard Bolduc, Manager of Operations
- Taylor Hanrath, Acting Manager of Infrastructure
- Rosalyn Gruntz, Deputy Clerk
- Evelyn VanStarkenburg, Administrative Assistant

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Chair Peckett called the meeting to order at 9:31 a.m. The roll was called, and no pecuniary interests were disclosed.

**RESOLUTION NO. OP-C-21-03-32**

Moved by Councillor Lynch

Seconded by Councillor Keller

THAT the minutes of the February 9, 2021 meeting be adopted. CARRIED.

Councillors Bennett and Hunt entered the meeting at 9:33 a.m.

Mr. Steckly, General Manager, Operations and Mayor Walter Stack from the Town of Arnprior updated Committee on the proposed intersection construction at Edey Street and County Road 2 (Daniel Street), which is attached as Appendix A.

Mr. Perkins advised that Daniel Street is scheduled for shave and pave from Madawaska Boulevard to Baskin Street in 2025 in the amount of \$502,000.

**RESOLUTION NO. OP-C-21-03-33**

Moved by Councillor Hunt

Seconded by Councillor Lynch

THAT staff be directed to review the information provided to the Operations Committee; AND FURTHER THAT staff provide the Operations Committee with a financial analysis of funding the Town of Arnprior's financial request and the impact on the Asset Management Plan. CARRIED.

Mr. Moreau overviewed the design of the Committee Reports moving forward and noted that items, where applicable will be linked to the four Strategic Plan priorities approved by County Council. This also falls in line with the Service Delivery Improvement Project.

**Public Works and Engineering**

Mr. Perkins overviewed the Public Works and Engineering Department Report which is attached as Appendix B.

Mr. Perkins advised that as part of the agreement for a parking lot at the Eagle's Nest Trail on County Road 508 (Calabogie Road), the Township of Greater Madawaska will use County of Renfrew road allowance and Crown Land to build the parking lot.

Committee was advised that the Township of Greater Madawaska has applied for funding for the parking lot through grants with no success as a parking lot does not meet the grant application criteria.

It was noted that municipalities can also contact Mr. Michael Barber, Media Relations/Grants Coordinator to assist with grant funding.

Committee was advised of a new grant opportunity that includes trails has been announced through the Community Building Fund to support non-profit tourism, culture, sport and recreation organizations with a \$50 million capital funding stream available to municipalities and non-profit organizations to carry out sport and recreation facility infrastructure repairs, including retrofits and rehabilitation to meet COVID-19 public health protocol requirements and local community needs.

Mr. Moreau noted that the Municipal Act indicates that improvements, such as the proposed parking lot along upper-tier highways is the responsibility of the municipality. He advised that if the County was responsible for the parking lot there would be significant implications to the Asset Management Plan and would create a challenge with funding in the future.

**RESOLUTION NO. OP-C-21-03-34**

Moved by Councillor Bennett

Seconded by Councillor Tiedje

THAT Operations Committee recommend to County Council that a policy be developed that supports the cost sharing for local municipal capital infrastructure. MOTION LOST.

**RESOLUTION NO. OP-C-21-03-35**

Moved by Warden Robinson

Seconded by Councillor Lynch

THAT the Operations Committee deny the request for a name change for County Road 29 (Drive-in Road). CARRIED.

**RESOLUTION NO. OP-C-21-03-36**

Moved by Councillor Lynch

Seconded by Warden Robinson

THAT Operations Committee direct staff to prepare a policy that indicates that for any County Road name changes within municipal boundaries that a resolution be brought forward from the applicable Municipality; AND FURTHER THAT this policy be brought back to this Committee in August for consideration. CARRIED.

**Infrastructure Division**

Mr. Hanrath overviewed the Infrastructure Division Report, which is part of the Public Works and Engineering Department Report.

Committee was advised that at the meeting with the Garrison Petawawa Command, commitment was received that a roundabout at the Garrison entranceway will be moving forward. Staff will supply the Garrison with the detailed design and funding for this roundabout will be through the Garrison.

Mr. Hanrath advised that along with the shave and pave scheduled as part of the 2021 rehabilitation program, maintenance to the existing Petawawa Bridge structure is scheduled for 2022.

**RESOLUTION NO. OP-C-21-03-37**

Moved by Councillor Hunt

Seconded by Councillor Lynch

THAT the Operations Committee direct staff to develop a financing plan and schedule to further the construction of the roundabout at County Road 26 (Doran Road) and County Road 51 (Petawawa Boulevard) as planned by AECOM;

AND FURTHER THAT the financing plan and schedule be brought forward to the Operations Committee and County Council for their consideration;

AND FURTHER THAT it is recommended that County Council direct staff to prepare a complete project plan and schedule for the completion of the County Road 51 Expansion Project. CARRIED.

**RESOLUTION NO. OP-C-21-03-38**

Moved by Councillor Hunt

Seconded by Warden Robinson

THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Part 2 on Plan 49R-19700 in the geographic Township of Alice in the Township of Laurentian Valley from Anthony Bramburger, Cory Bramburger and Ashton Brum; AND FURTHER THAT Part 2 on Plan 49R-19700 be dedicated as part of the public highway upon registration of the transfer document. CARRIED.

**RESOLUTION NO. OP-C-21-03-39**

Moved by Councillor Lynch

Seconded by Councillor Hunt

THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Parts 3 and 4 on Plan 49R-19699 in the geographic Township of Grattan in the Township of Bonnechere Valley from James Davidson for the sum of One Dollar (\$1.00); AND FURTHER THAT Parts 3 and 4 on Plan 49R-19699 be dedicated as part of the public highway upon registration of the transfer document. CARRIED.

**RESOLUTION NO. OP-C-21-03-40**

Moved by Councillor Bennett

Seconded by Councillor Tiedje

THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Part 2 on Plan 49R-19708 in the geographic Township of McNab in the Township of McNab/Braeside from James Barclay, Matthew Naismith and Krista Ann Richardson; AND FURTHER THAT Part 2 on Plan 49R-19708 be dedicated as part of the public highway upon registration of the transfer document. CARRIED.

**RESOLUTION NO. OP-C-21-03-41**

Moved by Councillor Lynch

Seconded by Councillor Keller

THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to authorize the Warden and Clerk to execute an Agreement with Environment Canada for the operation of a Water Monitoring Station on County Road 19 (Mud Lake Road); AND FURTHER THAT By-law 80-07 be repealed. CARRIED.

**Operations Division**

Mr. Bolduc overviewed the Operations Division Report, which is part of the Public Works and Engineering Department Report.

Mr. Bolduc advised that all load restriction signs have been posted along County Road as required.

Staff was directed to provide further clarity to the Winter Operations Table by removing the word “days” under the Type of Event as there can be multiple events in one day.

**RESOLUTION NO. OP-C-21-03-42**

Moved by Warden Robinson

Seconded by Councillor Bennett

THAT the Public Works and Engineering Department Report attached as Appendix A be approved. CARRIED.

**New Business**

**River Road – Flooding**

Committee was advised that with the recent record-breaking temperatures that flooding occurred on County Road 1 (River Road) where new culverts were recently installed at Beachwood Lane. It was noted that the residents have built items over the drain and staff are investigating to see if they lie within the County right-of-way. If this is the situation, the residents will be requested to remove the items. Staff will continue to monitor this situation.

Committee directed staff to include an itemized report on the locations where flooding and washouts occurred throughout the County.

**Speed Boards**


Mr. Perkins advised that any municipality can request permission to erect digital “Your Speed” signs on County Roads by submitting a Road Occupancy Permit to the Public Works and Engineering Department.

**RESOLUTION NO. OP-C-21-03-43**

Moved by Councillor Tiedje

Seconded by Councillor Hunt

THAT this meeting adjourn and the next regular meeting be held on April 13, 2021. Time: 11:38 a.m. CARRIED.




## **Daniel St at Edey/Galvin St Intersection Improvements**

John Steckly, GM, Operations  
Town of Arnprior Delegation

Meeting Date: March 16<sup>th</sup>, 2021  
Renfrew County Operations Committee

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## **Background**

**June 2018:**

- Town initiated discussions with County regarding proposed Fairgrounds plan of subdivision, recognizing challenges with primary access road to development being Galvin St from Daniel St.
- County initially required Galvin St be restricted to right-in-right-out turning movements.

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## Background

### July 2018:

- Public comments received from residents in advance of subdivision public meeting expressed concern with increased traffic along adjacent Thomas Street.
- This initiated a review of potential staggered/offset signalized intersection at Daniel St. and Galvin St.
- Town requested that developer's engineers review the viability of a staggered/offset, signalized intersection along with realignment with Edey Street and the right-in, right-out option.

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## Area Map



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## Background

### **August 2018:**

- County and Town staff discussed the proposed intersection and opportunity for a signalized, staggered/offset intersection.
- Town drafted condition in consultation with County, proposing signalized intersection.
- Town corresponded with applicant on proposed condition and works to be “front ended”.

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## Background

### **September 10, 2018:**

- Public meeting for Fairgrounds Subdivision well attended by residents in community.
- Public concerns raised included:
  1. Increasing volumes of traffic on Daniel St and at nearby intersections with Michael, Havey, William, Edey and Galvin Streets.
  2. Requests for additional signalization on Daniel Street.
  3. Increased flow of cut-through traffic from Fairgrounds through nearby residential neighbourhoods (Thomas St) and resulting safety concerns for pedestrians/ children.

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## Background

### October 9, 2018:

- Arnprior Council provided with summary of concerns raised by residents.
- As a result, developer conditions revised to include requirement for:
  1. Recommendations for traffic calming to manage possible cut-through traffic along Thomas Street.
  2. Recommendations for signals at Daniel St/James St along with warrants, timing, and cost estimates.
  3. Requirement to design and front-end capital construction cost of staggered/offset intersection at Daniel St/Edey St.

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## Background

### September 2019:

- Developer's updated TIS concluded:
  1. Speed hump recommended on Thomas Street.
  2. Need for signalization at Daniel St and James St not warranted at full build-out of subdivision.
  3. Safety concerns with staggered/offset intersection due to spacing of Edey St and Galvin St:
    - a) Programming extended green signal on Daniel St could cause angle-type collisions (amber trap).
    - b) Not programming extended green signal on Daniel St can cause rear-end collisions as some motorists will stop at amber signal while others try to clear intersection.

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## Background

### March 2020:

- Town met with County Public Works to discuss safety concerns with staggered/offset signalization approach.
- County staff concurred with findings. Agreed that it was not ideal to further pursue staggered/offset intersection.
- Town stressed concern that right-in-right-out only at Galvin St would not satisfy public concerns as it will force traffic from Fairgrounds through neighbouring local streets (Thomas St, James St, Michael St).
- County committed to further review of Daniel St traffic flows and consideration for traffic signal control system, while Town offered to initiate further intersection review.

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## Background

### June 2020:

- Town engaged Stantec to further review intersection options.
- Assignment objectives included:
  - Develop realigned signalized intersection option
  - Consider and discuss other intersection options
  - Identify and discuss constraints and impacts of options
  - Determine Class Environmental Assessment (EA) requirements

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## Intersection Options

### September 2020:

- Stantec delivered a report which identified four Options for this intersection:
  1. Realigned signalized intersection.
  2. Right-in-right-out access from Galvin St.
    - a) No signals at Daniel St \ James St.
    - b) New signals added at Daniel St \ James St.
  3. Staggered/offset signalized intersection at Edey St \ Galvin St \ Daniel St.
  4. Roundabout at Edey St \ Galvin St \ Daniel St.

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## Evaluation Criteria

Review of options included six criteria:

1. Safety Improvements
2. Traffic Operations
3. Site Access
4. Utility Impacts
5. Land Requirements
6. Cost/Implementation

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# Comparative Review

TABLE 2 – Comparative Review of Intersection Design Options

CRITERIA	OPTION 1 REALIGNED SIGNALIZED INTERSECTION	OPTION 2A RIGHT-IN \ RIGHT-OUT	OPTION 2B RIGHT-IN \ RIGHT-OUT, SIGNALS AT DANIEL JAMES	OPTION 3 OFFSET SIGNALIZED INTERSECTION	OPTION 4 ROUNDBOUT
SAFETY IMPROVEMENTS	● Improved safety on Edey St and Galvin St	● Reduces conflicts at intersection	● Reduces conflicts at intersection	○ Safety concerns due to increased conflicts associated with offset intersection	● Improved safety at intersection. Number of conflict points reduced. Reduced speeds at all entry approaches
TRAFFIC OPERATIONS	● Intersection to operate acceptably under projected future conditions	● Intersection operate acceptably under future conditions with concentration of traffic to Fairground development at Daniel \ James intersection	● Intersection operate acceptably under future conditions with concentration of traffic to Fairground development at Daniel \ James intersection	● Intersection to operate acceptably under projected future conditions	● Intersection to operate acceptably under projected future conditions
SITE ACCESS	● Site access maintained. Recommend closing on access to Arnprior Motor Inn	● Limits access to Fairground development at Galvin St	● Limits access to Fairground development at Galvin St	● Limits access to properties	● Garage access to be impacted to potentially one (1) point of access
UTILITY IMPACTS	○ Significant impacts to existing utilities. Will require relocation of a number of utility poles	● No impacts to utilities	● No impacts to utilities anticipated	● Minor impacts to utilities	○ Significant impacts to existing utilities. Will require relocation of a number of utility poles
LAND REQUIREMENTS	○ Larger Property requirements	● Potential for property acquisition \ easements	● Potential for property acquisition \ easements	● No Property requirements	○ Significantly larger property requirements
COSTS / IMPLEMENTATION	● Additional Traffic Signal infrastructure costs. Higher roadway construction and property costs. Higher maintenance and operating costs	● Low cost.	● Mid-low cost.	● Additional Traffic Signal infrastructure costs. Higher maintenance and operating costs. Low roadway construction costs	○ No Traffic Signal infrastructure costs. Higher roadway construction and property costs.

- Performs Poorly Against Criteria  
 ● Performs Adequately Against Criteria  
 ● Performs Well Against Criteria

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# Financial Considerations

Table 1 - "Class C" Cost Estimates

Section	Description	Option 1 Realigned Intersection	Option 2A Right-in \ Right- Out	Option 2B Right-in \ Right- Out w New Intersection at Daniel \ James	Option 3 Offset Intersection	Option 4 Roundabout
A	General	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 20,000.00
B	Removals	\$ 95,000.00				\$ 115,000.00
C	Storm	\$ 80,000.00	\$ -	\$ -		\$ 135,000.00
D	Road <sup>1</sup>	\$ 313,000.00	\$ 25,000.00	\$ 100,000.00	\$ 30,000.00	\$ 555,000.00
E	Landscaping	\$ 16,000.00	\$ -	\$ 5,000.00	\$ 4,000.00	\$ 35,000.00
F	Traffic Signals <sup>2</sup>	\$ 185,000.00	\$ -	\$ 195,000.00	\$ 120,000.00	
G	Streetlighting <sup>3</sup>	\$ 35,000.00	\$ -	\$ 40,000.00	\$ 30,000.00	\$ 140,000.00
<b>Estimated Construction Tender Total</b>		<b>\$ 734,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 345,000.00</b>	<b>\$ 192,000.00</b>	<b>\$ 1,000,000.00</b>
Engineering Services (20% of Construction Total)		\$ 146,800.00	\$ 6,000.00	\$ 69,000.00	\$ 38,400.00	\$ 200,000.00
Utilities		\$ 22,000.00	\$ -	\$ 20,000.00	\$ -	\$ 38,000.00
Property <sup>4</sup>		TBD	\$ -	\$ -	\$ -	TBD
Town Internal Costs (5% of Construction Total)		\$ 36,700.00	\$ 1,500.00	\$ 17,250.00	\$ 9,600.00	\$ 50,000.00
Miscellaneous (5% of Construction Total)		\$ 36,700.00	\$ 1,500.00	\$ 17,250.00	\$ 9,600.00	\$ 50,000.00
<b>Sub-Total</b>		<b>\$ 976,200.00</b>	<b>\$ 39,000.00</b>	<b>\$ 468,500.00</b>	<b>\$ 249,600.00</b>	<b>\$ 1,338,000.00</b>
Contingency (20%)		\$ 195,240.00	\$ 7,800.00	\$ 93,700.00	\$ 49,920.00	\$ 267,600.00
<b>Total</b>		<b>\$ 1,171,440.00</b>	<b>\$ 46,800.00</b>	<b>\$ 562,200.00</b>	<b>\$ 299,520.00</b>	<b>\$ 1,605,600.00</b>

<sup>1</sup> Assume 2 lifts 60 mm SuperPave, 150mm Granular A, 400mm Granular B, Type II

<sup>2</sup> Does not include cost for PKO at roundabout

<sup>3</sup> Assume that streetlighting will entail of 400W equivalent LED luminaires in all splitter islands within the intersection and with a spacing of 35m to 50m on each of the approaches

<sup>4</sup> Property costs unknown for Option 1 and Option 4

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## Report Findings

- Stantec report suggests that Option #1 – Realigned Signalized Intersection provides best solution for the three main long-term operational criteria being:
  1. Safety improvements
  2. Traffic operations
  3. Site access
- Unfortunately, cost impacted criteria being utility impacts, land requirements and other costs to implement works all come at fairly significant cost totaling an estimated \$1,171,440.

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## Option #1 Realigned Intersection



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## County Comment

### October 2020:

- Town circulated Stantec's technical memo to County for comment and received the following response:

*"Option 1 is the preferred proposal to avoid any future liabilities for the County of Renfrew. It has been the past practice of the County of Renfrew that situations such as these are not a County responsibility and that it is the sole obligation of the Town and the developer. With that said, should the Town of Arnprior wish to submit a proposal to the Operations Committee and County Council, approved by Resolution from the Arnprior Town Council outlining any cost sharing agreement, will be required."*

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## Financial Considerations

### November 2020:

- Arnprior reviewed Option #1 against its Local Service Policy in the DC Bylaw, noting the following applicable sections:
  - Section 3.1 states "Traffic signalization within or external to development - include in D.C. calculation to the extent permitted under s.5(1) of the D.C.A."
  - Section 4.3 states "Intersection improvements with County roads and provincial highways - Include in D.C. calculation to the extent that they are a Town responsibility"
- Intersection steadily getting busier due to overall growth.
- Arnprior consulted Watson and Associates who advised that Option #1 project could be funded up to 50% through Town's DC bylaw (provision for roads), with remaining percentage of project considered "benefit to existing".

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## Financial Considerations

### “Benefit to Existing”

- Intersection has always had poor alignment.
- Pre-existing access and turning movement challenges at Daniel St and Galvin St due to close proximity to Edey St signals.
- Recent public concerns in media (red light runners, crosswalks, etc.) in part due to geometry of intersection.
- Town proposing equal split with County for “benefit to existing” as County owns intersection, but portion of proposed work is on adjacent Arnprior streets.

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## Financial Considerations

- While the Town’s DC Bylaw and Local Service Policy indicate that this project is not a direct developer responsibility, Arnprior advised developer of expectation to contribute towards project on basis that original draft condition required them to construct right-in-right-out and revised condition required them to undertake functional design of offset intersection.
  - Previous draft conditions valued in range of \$50,000.
  - \$50k deemed reasonable amount to require as developer contribution.
  - Developer will also be contributing towards project through cost of development charges on nearly 150 future building permits.

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## Financial Considerations

Projected Funding Source	Percent of Total Cost	Estimated Total Contribution Amount
Arnprior Development Charge Reserve Fund (Provision for Roads)	50%	\$635,720
Arnprior Capital Expenditure Reserve Fund	23%	\$292,860
County of Renfrew contribution	23%	\$292,860
Developer contribution (design)	4%	\$50,000
<b>Estimated Total</b>	<b>100%</b>	<b>\$1,271,440</b>

Note: For purposes of estimate, additional \$100,000 has been added as estimated cost to acquire required land on south-east quadrant (vacant lot 79)

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## County Taxes from Arnprior

For 2020, Property Taxes:

- \$9,569,138 Municipal Taxes
- \$4,060,269 County Taxes
- \$2,544,106 Education Taxes

Percentage of residential tax revenue = 82%

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## County Taxes from Fairgrounds Subdivision

	Avg. Value (MPAC)	Avg. County Taxes Per Dwelling	Estimated Dwellings for Fairgrounds	Estimated County Taxes
Singles	\$257,763	\$943.42	39	\$36,793.19
Semis	\$205,439	\$751.91	80	\$60,152.70
Towns	\$225,228	\$824.34	28	\$23,081.43
<b>Total (annual)</b>			<b>147</b>	<b>\$120,027.32</b>

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## Arnprior Resolution

### November 23, 2020:

Arnprior Council considered report from staff and passed following resolution (No. 324-20):

1. That Council support Option #1 Realigned Signalized Intersection as outlined in the Edey Street \ Galvin Street \ Daniel Street Intersection Review, prepared by Stantec, dated September 9th, 2020 as the preferred option for the future of the intersection; and
2. That Council direct staff to amend draft conditions 2. v) for the Arnprior Fairgrounds Subdivision File No: 47-T-18004, as follows: The Owner shall contribute a portion of the cost of the Realigned Signalized Intersection (Option #1) as outlined in the Edey Street \ Galvin Street \ Daniel Street Intersection Review, prepared by Stantec, dated September 9th, 2020, in the amount of \$50,000; and

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## Arnprior Resolution

3. That Council direct staff to submit a written request to the County of Renfrew Operations Committee and County Council, requesting that the County of Renfrew contribute a portion of the cost of the Realigned Signalized Intersection (Option #1), in the amount of 23% of the total project cost, to a maximum upset limit of \$292,860; and
4. That Council direct staff to include the estimated cost to undertake the design in the 2021 draft capital budget and include the Town's portion of the estimated costs required to undertake the project in the 2021 draft Long Range Capital Forecast.
5. That Council direct staff to provide a copy of this report and approved recommendation to any residents who provided comments at the Public Meeting dated September 10, 2018 in regard to the Draft Plan of Subdivision.

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## Public Consultation

### **December 2020:**

- A copy of staff report from November 23<sup>rd</sup>, 2020 Council meeting, contemplating intersection design options, has been provided to residents who provided comments at September 10<sup>th</sup>, 2018 Public Meeting.
- No comments have been received from public in response to this circulation.
- Future implementation of Option #1 Realigned Signalized Intersection would help to address public concerns.

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## Revised Conditions

### March 12, 2021:

- County Planning Department issued letter of revised draft conditions to developer:
  - The owner will not be required to design and construct an off-set signalized intersection at Galvin/Edey/Daniel Street. The revised condition will require that the owner contribute financially to future intersection improvements.
  - The owner will be required to design and construct a right-in right-out intersection improvements at Galvin and Daniel St (County Road 2).
- A notice will also be mailed out by County to everyone who requested notice as part of public process.

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## Future Considerations Development Charges

- The *Development Charges Act, 1997* lays out Ontario's regulatory and legislative framework which municipalities must follow to levy development charges. This legislation resulted from negotiations with municipalities and developers and is based on the core principle that development charges are a primary tool in ensuring that "growth pays for growth".
- That said, opting out of Development Charges does not exempt a municipality (upper tier or lower tier) from their obligations to manage growth accordingly and plan for necessary expansion of infrastructure and services to accommodate growth.

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## Future Considerations Development Charges

### Development Charges Act, 1997

*Planning Act*, ss. 51, 53

"59 (1) A municipality shall not, by way of a condition or agreement under section 51 or 53 of the Planning Act, impose directly or indirectly a charge related to a development or a requirement to construct a service related to development except as allowed in subsection (2). 1997, c. 27, s. 59 (1)."

### Exception for local services

(2) A condition or agreement referred to in subsection (1) may provide for,

- a) local services, related to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under section 51 of the Planning Act;
- b) local services to be installed or paid for by the owner as a condition of approval under section 53 of the Planning Act. 1997, c. 27, s. 59 (2).

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## Future Considerations Development Charges

- County's ability to require developers to undertake works or pay for improvements to County infrastructure may be challenging without Local Service Policy in accordance with DCA.
- County may wish to consider developing and implementing a Local Service Policy.
- County may also wish to consider developing and implementing an area specific development charge bylaw for higher growth areas throughout the County to help fund future upgrades and minimize burden on tax payers across County.

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## Future Considerations Master Transportation Study

- County's 2006 Arnprior/ McNab Braeside Area Transportation Planning Study "aimed at identifying growth- related needs and the infrastructure improvements required upgrades required to support such growth."
- Recent review of this document reveals numerous recommended improvements to County roads which have not yet been undertaken or considered in the County's long range financial planning documents.

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## Future Considerations Master Transportation Study

- Recommended projects include:
  - Upgrade White Lake Rd (Hwy 417 to Vanjumar Drive) from rural collector to urban arterial **(2015)**.
  - Upgrade Vanjumar Dr (White Lake Rd to Campbell Dr) from rural collector to urban arterial **(2015)**.
  - Consider widening Daniel St north of Baskin Dr from 2 lanes to 4 lanes **(2015)**.
  - Extend left-turn lanes on Daniel St (between Baskin Dr and Staye Court Dr) to maximize storage length **(2015)**.
  - Installation of signals at White Lake Rd and Vanjumar Dr/Bev Shaw Parkway **(2015)**.

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## Future Considerations Master Transportation Study

- Recommended projects include:
  - Upgrade Baskin Dr (Daniel St to Division St) from rural collector to urban arterial **(2025)**.
  - Upgrade Division St from rural/urban collector to urban arterial **(2025)**.
  - Widen Daniel St (Hwy 417 to Baskin Dr) to include 3 northbound and 3 southbound thru lanes **(2025)**.
  - Restrict access to Daniel St (Baskin Dr to Staye Court Dr) to right-in-right-out only.

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## Future Considerations Master Transportation Study

- Growth in the Town of Arnprior continues to progress at a significant rate.
- Town of Arnprior's Long Range Capital Forecast currently includes an updated Transportation Master Plan in the year 2022, however the majority of growth related traffic concerns are on County roads, being the major arterial roads in Town.
- Town of Arnprior has requested that County Public Works propose funding to County Council in 2022 to undertake a joint Master Transportation Study with the Town of Arnprior.

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## Final Thoughts

- Arnprior tax dollars going to the County annually have continued to rise with the growth that Arnprior experiences. Understanding that tax dollars fund numerous services at the County level, if DC's are not desirable, a portion of the increased taxes should be coming back to the town by way of making these essential growth related improvements. This should not be a discussion of precedent setting, but rather recognizing the need to appropriately manage growth.

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## Recommendation

- The Town of Arnprior requests that the County of Renfrew contribute a portion of the cost of the Realigned Signalized Intersection (Option #1), in the amount of 23% of the total project cost, to a maximum upset limit of \$292,860.
- The 2021 Town Capital Budget includes the design of the re-alignment, while the construction was added to 2023 of the Long Range Capital Forecast.

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# Questions?



• WHERE THE RIVERS MEET •

**COUNTY OF RENFREW****PUBLIC WORKS AND ENGINEERING DEPARTMENT REPORT**

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**TO:** Operations Committee

**FROM:** Lee Perkins, C.E.T., MBA, Director of Public Works and Engineering

**DATE:** March 16, 2021

**SUBJECT:** Department Report

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**INFORMATION****1. Parking Lot County Road 508 Greater Madawaska Agreement**

As Committee will recall a number of issues with parking along County Road 508 (Calabogie Road) at the Eagle's Nest trail has been a concern for the past number of years culminating in the installation of pedestrian crossing lights cost shared with the Township of Greater Madawaska. Attached as Appendix I is an agreement with the Township of Greater Madawaska to construct a parking lot within the right of way of County Road 508 with an encroachment agreement. This agreement absolves the County of Renfrew of any liability issues related to the parking lot. The parking lot will be constructed and funded solely by the Township of Greater Madawaska.

**2. Fuel Supply Tender [Strategic Plan Goal No. 2 (a)]**

The County of Renfrew has had a fuel supply and above ground storage tank rental contract in place with a local provider since September 1, 2014. The original agreement expired on August 31, 2019 and was extended for one year which was a provision in the existing contract. Staff are currently preparing, reviewing and updating required quantities for the existing tender to be processed this coming August 2021.

Committee is advised that the current agreement can be extended by another year and there are risks with proceeding with a new tender for a potential different supplier. The current value of the agreement is

\$927,056.80 per year. The current supplier has been dependable and consistent with pricing and maintenance to their equipment at all ten sites.

3. **Addition of Light Duty Pick-up Truck to 2021 Tender [Strategic Plan Goal No. 3 (a)]**

Staff will be adding an additional light duty truck (LDT) to the 2021 tender that was originally planned to have three LDT's selected for replacement due to a member of our staff having a non-injury incident on January 14, 2021. The vehicle was deemed repairable for \$23,141.82. The Department has taken the cash value for the vehicle minus the \$10,000 deductible. The remaining \$13,141.82 will be applied to the new unit with the remainder coming from potential savings within the 2021 Operations Budget.

4. **Digital Procurement Platform Implementation [Strategic Plan Goal No. 4 (c)]**

As part of the redesign of the County of Renfrew's internet site the feature for electronic bids and tenders can be made part of the new and improved website. The Public Works and Engineering Department will pilot this initiative during the 2021 season, with possible full implementation in 2022. This system is no cost to the County of Renfrew, there is however a fee for suppliers to use the site of either a yearly fee of \$180.25 or a per bid cost of \$53.95. There are numerous efficiencies to be realized with this system including time savings to staff. As well the reduction in paper hard copies will greatly stream-line the bidding process. There are notifications that can be sent to vendors, as well as a surety of complete bids as notification of addendum are directed toward current bidders for completion. Several communities within Ontario, as well as Canada, use this system including Northumberland County, Town of Tillsonburg and the Town of Milton who have been involved for a number of years. It is anticipated that the 2021 season will be a hybrid of the current paper-based system and will transition to electronic.

## **RESOLUTIONS**

### **5. Request for Name Change of County Road 29 (Drive-in Road) – Township of Laurentian Valley**

**Recommendation:** THAT the Operations Committee deny the request for a name change for County Road 29 (Drive-in Road).

#### Background

Attached as Appendix II is a proposal from Mr. and Mrs. Duane MacDougall to change the name of County Road 29 (Drive-in Road) in the Township of Laurentian Valley. The County of Renfrew has a procedure to follow, which is attached as Appendix III, with regards to road name changes. This particular road begins in the City of Pembroke as MacKay Street then changes name to Drive-In Road at the boundary of the Township of Laurentian Valley and the City of Pembroke. Currently there are approximately 30 homes, 1 business and 2 churches that would be involved in the name change.

### **6. Infrastructure Division**

Attached as Appendix IV is the Infrastructure Division Report, prepared by Mr. Taylor Hanrath, Acting Manager of Infrastructure, providing an update on activities.

### **7. Operations Division**

Attached as Appendix V is the Operations Division Report, prepared by Mr. Richard Bolduc, Manager of Operations, providing an update on activities.

## Appendix I

February 19, 2021

Allison Holtzhauer, CAO/Clerk-Treasurer  
Township of Greater Madawaska  
19 Parnell Street  
P.O. Box 180  
Calabogie, ON, K0J 1H0

Dear Ms. Holtzhauer,

**RE: County Road 508 (Calabogie Road) – Eagle’s Nest Municipal Parking Lot  
Township of Greater Madawaska**

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Through County Council Resolution No. OP-C-18-08-64 the County of Renfrew approved the installation of solar powered flashing beacons to warn traffic along County Road 508 (Calabogie Road) of the Eagle’s Nest Trail Crossing. The County of Renfrew and Township of Greater Madawaska have partnered on the installation, with each paying 50% of the total cost of the signals.

Furthermore, the Resolution promoted that the Township of Greater Madawaska construct an off road parking area (the “Parking Lot”) at its sole cost.

The Township has expressed an interest in completing the construction of the Parking Lot to control the congestion of the area as the trail has gained a large amount of popularity and use. This letter will outline the conditions under which the approval is granted.

1. The Parking Lot is proposed to be constructed within the County of Renfrew’s Road 508 (Calabogie Road) road allowance. The County of Renfrew has agreed in principle with the location of the parking lot, however it appears that some portion of it may encroach on MNRF lands as well. The Township will be required to seek the approval of the MNRF for any encroachment to their lands.
2. The Township will be required to submit design drawings to the County of Renfrew Public Works and Engineering Department. At a minimum, the drawings should display the property lines and any proposed access points to Calabogie Road. Final approval of the design drawings for the Parking Lot is in the sole and unfettered discretion of the County of Renfrew.
3. The construction of the Parking Lot must not adversely affect the drainage patterns of Calabogie Road, as determined by the County of Renfrew.
4. All works within the County of Renfrew Road allowance will be subject to the County of Renfrew Road Occupancy Permit process.
5. All future operations at and maintenance of the Parking Lot and the removal of the Parking Lot will be sole responsibility of the Township of Greater Madawaska.

6. In particular, the County of Renfrew and the Township of Greater Madawaska agree that the Township of Greater Madawaska shall:
  - (a) obtain all necessary permits and approvals required by law;
  - (b) pay all taxes attributable to the Parking Lot, including those for local improvements, directly to the County of Renfrew;
  - (c) not remove any trees or commence any work, or make changes in servicing, grading or landscaping, at or on the Parking Lot, except in accordance with detailed plans and specifications of all installation or construction which have been submitted to and approved by the County of Renfrew;
  - (d) keep the Parking Lot in a clean and well ordered condition, and not permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate thereon, all to the satisfaction of the County of Renfrew;
  - (e) not assign, license or otherwise transfer this Agreement or any part of this Agreement without the prior written consent of the County of Renfrew, which consent may be unreasonably and arbitrarily withheld;
  - (f) not erect any signs, fences, buildings, structures or fixtures on the Parking Lot without the prior written consent of the County of Renfrew; and
  - (g) ensure that nothing is done or kept at or on the Parking Lot which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property.
7. Any and all liability associated with the construction, maintenance and ongoing operations of the Parking Lot, as well as its removal, will be that of the Township of Greater Madawaska. For greater certainty, the parties agree as follows:
  - (i) the Township of Greater Madawaska agrees to defend, indemnify and save harmless the County of Renfrew, its councillors, officials, officers, employees, other contractors, consultants, agents, successors and assigns or any of them from any actions, causes of action, claims, demands, interests, damages, expenses, liens, losses, costs, charges and other proceedings made or brought against or suffered by or imposed upon all or any of them, or their respective property in respect of any loss, damage or injury (including death resulting from injury) of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrongdoing of the Township of Greater Madawaska, its councillors, officials, officers, employees, other contractors, consultants, agents, successors and assigns, or other persons for which it is responsible in law, or any of them, in the performance or non-performance of any of their obligations under this Agreement.

Trusting that the Township of Greater Madawaska is in agreement with the above noted conditions and that the appropriate authorities sign below.

Yours truly,



***Lee Perkins, MBA, CET***  
***Director of Public Works & Engineering***  
[Lperkins@countyofrenfrew.on.ca](mailto:Lperkins@countyofrenfrew.on.ca)

Acknowledgment and agreement to the conditions outlined within this letter:

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Corporation of the Township  
of Greater Madawaska

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Corporation of the County of Renfrew

**Proposal to the County of Renfrew**

February 18, 2021

**Subject:** Request for an examination of a street name change for the Drive In Road, Laurentian Valley Township

**Background:** there has not been an operating drive in theatre on this Laurentian Valley Township road in more than 40 years. The former theatre's parking area has had residential houses and streets on it for over 30 years. Presently many visitors and delivery people coming to this community are mistakenly directed to the west end of the Township where there is still an operating drive in theatre on Forestlea Road.

With the proposed construction about to begin to redesign and re-construct the intersection of Drive In Road at Pembroke Street East, there is an opportunity to make the change in name with a limited impact on the community. The formal ribbon cutting for this intersection's re-opening could also be the name changes official beginning.

**Impacts:** it appears that 20 homes and 1 business would be involved in this name change. This would be an opportunity to more accurately represent the modern day community as the present form of 'memorialization' of a derelict drive in theater holds very little significance. Community services would have to make adjustments and formal documents would have to be changed over time as happened when the 3 township amalgamated a number of years ago ( i.e. Laurentian Valley, formerly Pembroke Township).

**Suggestions:** A new name could come from the residents of the community (giving priority to the choices of the home owners along the present Drive In Road.

In discussions with neighbours, these suggestions have already been brought forward:

Laurentian Valley Drive, (it runs down into the Ottawa valley)

Jack Wilson Lane, (years of service to the municipality)

George Mathison Drive.( years of service to the municipality).



1. Potential improvements to the assigned civic addresses and road names are identified. Details of the proposed changes and background information are forwarded to the County of Renfrew, Public Works Department. County staff will investigate and advise the Municipal Council regarding implications of proposed changes and prepare a list of all associated property address changes.
2. It is absolutely essential that there be no duplication of civic addresses throughout Renfrew County to maintain the integrity of the 9-1-1 system. To avoid road name duplication, all proposed new road names are forwarded to the County of Renfrew, Public Works Department to be checked against the County Road Name Registry.
3. Proposed changes and supporting documentation are brought to Council. Council decides if an amendment should be considered. If so, Council passes a Resolution to begin the amendment process and sets out the requirement for the Public Notice to be given. The date and time of the deadline for receipt of any written application to be heard must also be set at this time. It is important that a deadline be set that can be adhered to, such as a time just prior to the commencement of the Hearing.
4. An “Effective Date” should be established that would provide enough time for municipal, County and emergency service staff to implement the required database and mapping revisions. This date would coincide with the installation of property identification number (PIN) signs and intersection signs.
5. If road name changes are required, County staff will prepare a sample Public Notice and draft schedules for the proposed Road Naming By-law amendments and return these to the municipality.
6. Municipal staff will place a Public Notice, including a list of proposed road name changes, in accordance with the requirements established by Council. An optional Open House can also be held during this time.
7. As determined in the Public Notice, property owners may make written requests to be heard by Council. It is important for written applications to be received by the Clerk prior to the advertised deadline, with no exceptions.
8. Municipal Council may hold a Hearing to hear any person who has applied in writing and who claims to be adversely affected by the proposed amendment to the Road Naming By-law. This Hearing must be held after the completion of the Public Notice period.
9. Following the Public Notice period and any Hearing, Council identifies what revisions, if any, are to be made and amends the Road Naming By-law accordingly. Notice of this decision must be forwarded immediately by fax and by mail to the County of Renfrew, Public Works Department. It is advisable that Council inform affected property owners of their decision.
10. Municipal staff forward by fax and mail a copy of the complete By-law to the County of Renfrew, Public Works Department along with any Intersection or PIN Sign orders that are necessary as a result of the changes. The County of Renfrew, Sign Shop will give top priority to all signs that are required for address changes.

11. The Municipal Clerk is responsible for ensuring that all property owners affected are notified of their address change and the effective date when the amended signs will be installed. The Clerk may request that notification letters be sent by the County. As well, in accordance with Section 8 of Schedule "A" to the Civic Addressing By-law all agencies that use the civic address should be notified, especially municipal fire and police departments.
12. County staff will update the road name registry and civic address database. County staff will advise emergency service agencies (Bell 9-1-1 Service, MTO, Canada Post and the Ontario Property Assessment Corporation) of the "effective date" which must coincide with the date the municipality will install the new signs.
13. Although municipal and County of Renfrew staff are providing the service of advising the agencies listed in items 11 and 12 above, it is the responsibility of the property owner to notify all non-emergency users of their revised civic address.
14. All costs for sign production and installation are the responsibility of the municipality, which can recover costs as per its Civic Addressing By-law.

Any questions regarding this procedure may be forwarded to the County of Renfrew, Public Works Department, to the attention of Mr. Mark Behm (613) 732-4353.

**INFRASTRUCTURE DIVISION REPORT**

Prepared by: Taylor Hanrath, Acting Manager of Infrastructure

Prepared for: Operations Committee

March 16, 2021

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**INFORMATION****1. Spring Load Restrictions By-law Review [Strategic Plan Goal No. 2 (a)]**

Attached as Appendix IN-I is a recommended revision to Schedule “A” of the County of Renfrew By-law governing the movement of oversized and overweight vehicles on County Roads.

Several improvements have been made, particularly the addition of a clause for Emergency Moves that the former By-law did not address. The revised version allows the Chief Administrative Officer to determine if an emergency move is warranted during spring load restrictions.

Staff would like Committee to review and comment prior to the next scheduled meeting of Operations Committee on Tuesday, April 13, 2020, where the intention will be to recommend the revised By-law be approved by County Council.

**RESOLUTIONS****2. County Road 51 Advisory Committee Report [Strategic Plan Goal No. 2 (b)]**

**Recommendation:** That the Operations Committee direct staff to develop a financing plan and schedule to further the construction of the roundabout at County Road 26 (Doran Road) and County Road 51 (Petawawa Boulevard) as planned by AECOM;

AND FURTHER THAT the financing plan and schedule be brought forward to the Operations Committee and County Council for their consideration;

AND FURTHER THAT it is recommended that the Operations Committee and County Council direct staff to prepare a complete project plan and schedule for the completion of the County Road 51 Expansion Project.

## **Background**

At the February 9, 2021 Operations Committee, the following resolution was passed:

### **“RESOLUTION NO. OP-C-21-02-30**

THAT the recommendation to include County Road 51 (Petawawa Boulevard) and the bridge in the Town of Petawawa in the 2021 road projects and the 10-year plan be deferred until after the County Road 51 (Petawawa Boulevard) Ad-Hoc Committee meeting scheduled for March 3, 2021; AND FURTHER THAT this recommendation will be brought forward to the Operations Committee at the March 16, 2021 meeting.”

Since the passing of the resolution the County Road 51 (Petawawa Boulevard) Advisory Committee met and has provided further direction as outlined below.

On Wednesday, March 3, 2021, the County Road 51 (Petawawa Boulevard) Advisory Committee met to discuss possible finance options for the County Road 51 expansion project, which would include four-laning of County Road 51 (Petawawa Boulevard) from County Road 26 (Doran Road) to County Road 55 (Paquette Road), a second bridge crossing at the Petawawa River to accommodate the expansion, and roundabouts at County Road 26 (Doran Road) and County Road 55 (Paquette Road). The Advisory Committee also discussed the current detailed cost estimate, supplied by AECOM, for the construction of the two roundabouts, which is attached as Appendix IN-II. The recommendation was put forth to further the construction of the roundabout at County Road 26 (Doran Road) and County Road 51 (Petawawa Boulevard) as planned by AECOM. The construction of the chosen roundabout at County Road 26 (Doran Road) and County Road 51 (Petawawa Boulevard) has an estimated cost of approximately \$3,687,040. Below is the financing option selected by the Advisory Committee:

### **Infrastructure Ontario Rates (email Feb 3/21)**

10 year - 1.48%

### **Annual Debt Service Cost**

10 year \$398,021 per year: \$293,169 interest paid over 10 years +0.81% levy increase.

It is anticipated that this project would require two years to complete.

As per the direction of the Advisory Committee, staff are proceeding with the development of a financing plan and schedule to further the construction of the roundabout at County Road 26 and County Road 51 as planned by AECOM. This information will be brought back to a future meeting of the Advisory Committee, Operations Committee and County Council for further review.

The above resolution provides further direction and requests that County Council authorize the completion of a project plan and schedule for the completion for four-laning of County Road 51 (Petawawa Boulevard).

On Thursday, March 11th the Warden, Operations Chair Peckett and County Staff (Mr. Moreau, Chief Administrative Officer, Mr. Kelley, Director of Development and Property and Lee Perkins, Director of Public Works and Engineering) met with Garrison Petawawa Command. In attendance was Colonel Vass, Chief Warrant Officer Durnford, with civilian staff members Ms. Joan Behnke Realty Asset Manager, Real Property Operations Detachment Petawawa and Ms. Jennifer Courville, Realty Asset Development Officer, Real Property Operations Unit (Ontario) Detachment Petawawa.

The Base Command and personnel were provided with the draft cost estimate and conceptual drawing of the roundabout at the intersection of County Road 51 (Petawawa Boulevard), County Road 55 (Paquette Road), Menin Road and Festubert Boulevard (Garrison Main Gate Entrance). The Class 'C' estimate has the project valued at \$4,399,920. Ms. Courville reassured all that once detail designs are supplied to base staff, that the Garrison will be able to seek funding for this project 100% through VOTE 10. A timeline for the project has yet to be determined. Ms. Behnke explained there are a number of land related issues that will need to be completed prior to construction commencement.

A discussion ensued of the upcoming Brindle Road access to Highway 17. The Colonel remains committed to this project. Ms. Courville believes it will alleviate traffic by 25% (potentially 800 – 1,200 vehicles per day) on County Road 51 (Petawawa Boulevard) once completed. Ms. Courville reiterated that detail designs are being completed this year with application for

funding in the 2022. Construction could begin the summer of 2022 and be completed by 2024.

Garrison Command are in full support of this initiative. The Warden expressed her support for this project and is willing to provide a letter to the Minister of Transportation to reiterate the significance of this intersection for the quality of life for Canadian Forces members and County of Renfrew residents.

Clarification was requested on the potential 25% diversion of vehicles, Ms. Courville explained once the new access is in place it would be a longer route but likely quicker. It was also indicated that this new egress would alleviate much of the morning and afternoon commuter traffic, but lunchtimes would still see significant use of County Road 51 (Petawawa Boulevard) as Base personnel would be accessing food establishments in Petawawa.

Ms. Courville indicated that with the addition of Brindle Road access and a design-ready roundabout, the Garrison is in a good position.

A conversation ensued regarding Garrison growth over the next number of years and Colonel Vass explained to the group that he does not foresee any major increase to base population, as there are no plans to implement any further units to the base. County staff explained with the proposed new subdivision developments within the Town of Petawawa there will be a number of traffic pattern changes over the next number of years, with the intersection of County Road 37 (Murphy Road) and County Road 26 (Doran Road) seeing substantial impacts. It was explained that a number of enhancements are being proposed for County Road 51 (Petawawa Boulevard) including a roundabout at County Road 51 (Petawawa Boulevard), County Road 26 (Doran Road), Mohns Avenue and Hilda Street, it is believed this will augment and enhance traffic flow.

It was discussed with the restrictions of a traffic signal light at the Portage Road, County Road 16 (Victoria Street) and County Road 51 (Petawawa Boulevard) as well as the Main Gate to the Garrison, traffic volume will still be an issue unless a secondary entrance to the base is provided. The current traffic signal controls have been enhanced and have provided some improvement but again the volume of traffic during the peak periods of the

day are beyond capacity of County Road 51. The Brindle Road access and roundabouts should alleviate some of this pressure.

The meeting concluded with all agreeing to remain in contact and once completed designs are available for the Garrison Entrance they will be provided to base staff.

## **BY-LAWS**

### **3. County Road 26 (Doran Road) Land Acquisition [Strategic Plan Goal No. 2 (a)]**

**Recommendation:** THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Part 2 on Plan 49R-19700 in the geographic Township of Alice in the Township of Laurentian Valley from Anthony Bramburger, Cory Bramburger and Ashton Brum; AND FURTHER THAT Part 2 on Plan 49R-19700 be dedicated as part of the public highway upon registration of the transfer document.

#### **Background**

In June of 2019, the applicants submitted an application for consent for a lot addition to property along a portion of County Road 26 (Doran Road) within part of Lot 21, Concession 9, in the geographic Township of Alice in the Township of Laurentian Valley. The severed land is to be added to an adjacent property with frontage along County Road 26 (Doran Road), owned by Anthony Bramburger, Cory Bramburger and Ashton Brum. In order for the severed lands to merge titles with the added lands, it is a condition of consent that the County accept a road widening along Doran Road.

The property to be transferred to the County is identified as Part 2 on Plan 49R-19700 which is attached as Appendix IN-III. All costs associated with the transfer of land will be the responsibility of the applicants.

### **4. County Road 64 (Opeongo Road) Land Acquisition [Strategic Plan Goal No. 2 (a)]**

**Recommendation:** THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Parts 3 and 4 on Plan 49R-19699 in the geographic Township of Grattan in the Township of Bonnechere Valley from James Davidson for the sum of One Dollar (\$1.00); AND

FURTHER THAT Parts 3 and 4 on Plan 49R-19699 be dedicated as part of the public highway upon registration of the transfer document.

### **Background**

The County of Renfrew Public Works and Engineering Department has recently been contacted by the solicitor for Mr. James Davidson whom owns property along County Road 64 (Opeongo Road) within part of Lots 59 and 60, Range D South in the geographic Township of Grattan in the Township of Bonnechere Valley. Through a background title search completed on Mr. Davidson's behalf, the solicitor has become aware that Parts 3 and 4 on Plan 49R-19699 were surveyed and form a part of County Road 64 (Opeongo Road), but that the parcels were never properly transferred to the County of Renfrew. Plan 49R-19699 has been included as Appendix IN-IV for reference. It is in the best interests of all parties that the lands now be transferred to the County of Renfrew and dedicated as part of the public highway.

## **5. County Road 45 (Russet Drive) Land Acquisition [Strategic Plan Goal No. 2 (a)]**

**Recommendation:** THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to acquire Part 2 on Plan 49R-19708 in the geographic Township of McNab in the Township of McNab/Braeside from James Barclay, Matthew Naismith and Krista Ann Richardson; AND FURTHER THAT Part 2 on Plan 49R-19708 be dedicated as part of the public highway upon registration of the transfer document.

### **Background**

In October of 2020, the applicants, being Benjamin Devecseri and Shohannah McClure, submitted an application for consent for a severance to property along a portion of County Road 45 (Russett Drive) within part of Lot 8, Concession 10 in the geographic Township of McNab in the Township of McNab/Braeside. The severed land is to be added to an adjacent property with frontage along County Road 45 (Russett Drive), owned by James Barclay, Matthew Naismith and Krista Ann Richardson. In order for the severed lands to merge titles with the added lands, it is a condition of consent that the County accept a road widening along Russett Drive.

The property to be transferred to the County is identified as Part 2 on Plan 49R-19708 which is attached as Appendix IN-V. All costs associated with



the transfer of land will be the responsibility of the applicants.

6. **Environment Canada Agreement for Water Monitoring Station on County Road 19 (Mud Lake Road)**

**Recommendation:** THAT the Operations Committee recommend that a By-law be passed at the next session of County Council to authorize the Warden and Clerk to execute an Agreement with Environment Canada for the operation of a Water Monitoring Station on County Road 19 (Mud Lake Road); AND FURTHER THAT By-law 80-07 be repealed.

**Background**

In 2008, as authorized through By-law 80-07, the County of Renfrew entered into a Lease Agreement with Environment Canada permitting Environment Canada to operate a water monitoring station along County Road 19 (Mud Lake Road) near County Structure B144 (Johnston Bridge). The previous Agreement has since expired and Environment Canada has requested a new Agreement for continued operation of the monitoring station. A copy of the new Agreement is attached as Appendix IN-VI.

The purpose of the station is to monitor the water levels and flows in Muskrat River at this location. The data collected by the station will be used to assist Environment Canada and Ministry of Natural Resources and Forestry (MNRF) in forecasting water availability and potential flood risks. The data collected and the information derived will be available to the County at no cost or charge.

## SCHEDULE "A"

### A BY-LAW TO AUTHORIZE THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OR DESIGNATE TO ISSUE PERMITS GOVERNING THE MOVEMENT OF OVERSIZE AND OVERWEIGHT VEHICLES ON COUNTY ROADS

#### 1) Definitions

- a) **"Axle"** means an assembly of two or more wheels whose centres are in one transverse vertical plane and which are transmitting weight to the highway.
- b) **"Annual permit"** means a permit issued by the County to allow movement of over-dimensional vehicles, subject to specified restrictions, and are valid for one year from date of issue.
- c) **"Director"** means the County's Director of Public Works and Engineering or designate.
- d) **"Over-dimensional vehicle"** means any combination of vehicle and load having a width, length, height or weight more than the limits provided for in the Highway Traffic Act.
- e) **"Reduced load periods"** means the period of time when weight loads may be reduced on County Roads by the Director pursuant to County of Renfrew By-Law No. 12-05 being a by-law to Designate a Reduced Load Period on County of Renfrew Roads.
- f) **"Single Move permit"** means a permit issued by the County to allow movement of a specific over-dimensional vehicle, subject to specified restrictions, for a one-way trip of limited duration on specified County highways.
- g) **"Seasonal Permit"** means a permit issued by the County to allow movement of greater than permitted axle weights for essential agricultural-related moves during the reduced load period.

- h) “**Superload**” means a vehicle and load combination having one or more of the following characteristics (i) gross weight in excess of 120,000 kilograms, (ii) length of 45.75 metres or greater, (iii) width of 5.0 metres.

**2) Over-dimensional vehicle movements**

Except as provided in *Emergency Moves*, no person shall move an over-dimensional vehicle on any County highway without having obtained an over-dimensional vehicle permit approved by the Director, CAO or their delegated authority.

**3) Emergency Moves**

Where public safety or health is concerned, movement of an over-dimensional vehicle may occur without a permit at the discretion of the Director or Chief Administrative Officer (CAO). The Director or CAO may require any or all information to confirm the validity of an emergency over-dimensional vehicle movement. Where an emergency move has taken place, an over-dimensional vehicle permit shall be applied for on the same day the movement is commenced, or if the office of the Director is not open for the issuance of permits, on the morning of the next day on which the office is open.

**4) Over-dimensional vehicle permits**

- 1) The County retains the right to not issue an over-dimensional vehicle permit, if, in the opinion of the Director, for reasons of public health, safety or protection of infrastructure a permit should not be issued.
- 2) The Director may direct or alter the proposed route of the over-dimensional vehicle or timing of the movement to maximize public safety and infrastructure protection.
- 3) Over-dimensional vehicles shall be reduced to the minimum practical size and weight.
- 4) When applying for an over-dimensional vehicle permit, the applicant shall:
  - a. complete the prescribed application form;
  - b. provide to the County such information, including, but not limited to, detailed vehicle dimensions, number of axles and axle spacing, tire width, gross vehicle weight and weight distribution;

- c. file the completed application together with the non-refundable permit fee per the County's fee bylaw and other documents requested by the Director.
- 5) Over-dimensional vehicle permits are not transferable and shall apply only to a specific vehicle or vehicles.
- 6) An over-dimensional vehicle permit is not valid during reduced load periods, unless specified on the permit.

## 5) **Permit Types and General Limits**

- 1) For all permits, the Director, or delegated authority, shall impose conditions based on the dimensions and weights requested to be moved which are consistent with industry standards, and, have due regard for public health, safety and/ or the protection of regional infrastructure.
- 2) *Single Moving Permits* are to be issued for over-dimensional moves with a specific origin and destination. A *Single Moving Permit* shall be valid for a period of up to a maximum of three days. The Director can extend or shorten the length of validity of the permit at their discretion.
- 3) *Three Month and Annual Moving Permits* shall only be considered when the following weights and dimensions are not exceeded:
  - a. Width – 3.50 metres;
  - b. Height - 4.25 meters;
  - c. Length - 24.50 metres;
  - d. Weight – As permitted under the Highway Traffic Act.

Carriers issued *Annual Moving Permits* will need to comply with weight restrictions during the reduced load period and any other special conditions imposed by the Director.

- 4) *Seasonal Moving Permits* can be issued for essential agricultural-related moves, valid for the reduced load period within the year they are issued, and, restricted to the following weights and dimensions:
  - a. Width, Height, Length – As permitted in the *Highway Traffic Act*
  - b. Weight – Maximum of 7,500kg/ axle

The determination of an essential agricultural-related move shall be made by the Director.

## 6) **Vehicle Escorts**

Escorts are required for any move where the following limits are exceeded:

Width: 3.50m

Length: 24.50m

Escort vehicles shall be in accordance with the requirements set out in the Highway Traffic Act.

Where loads exceed the following dimensions, a Certified Superload Escort will be required and must meet the guidelines set by the Ministry of Transportation:

Width: 4.00m

Length: 31.00m

## 7) **Night, Weekend and Holiday Moves**

- 1) Permit holders shall move over-dimensional vehicles between one-half hour before dusk and one-half hour after dawn. Night travel is prohibited unless specifically authorized by the Director. Night moves may be permitted in exceptional circumstances if the vehicle is less than or equal to 3.05m in width, less than or equal to 24.5m long, meet the conspicuity requirements set out by the Ministry of Transportation Ontario and meet any other conditions required by the Director. In exceptional circumstances, the Director may permit vehicles authorized through a *Single Moving Permit* to travel on County Roads during weekends. Weekend moves will be restricted to one day only.
- 2) Unless otherwise approved by the Director, permits will not be valid on statutory holidays as well as Friday p.m. before a long weekend.

## 8) **Inclement Weather**

- 1) No travel is permitted under an approved permit when road conditions, weather conditions, or visibility make traveling hazardous to the operator or to the driving public. Conditions shall be deemed to be hazardous upon any accumulation of ice or snow on the roadway or if the continuous use of windshield wipers is required. Vehicles that are underway when inclement weather occurs shall exit the road at the first available location and park in a safe place until the weather and road conditions clear.

## **9) Production and Revocation of Permits**

- 1) The driver of an over-dimensional vehicle on a highway shall produce a true copy of an over-dimensional vehicle permit, when so demanded by a police officer or an officer appointed by the County for carrying out the enforcement of this by-law
- 2) The driver of an over-dimensional vehicle on a highway shall produce a true copy of the verification of the weight and dimensions of the vehicle when so demanded by a police officer or an officer appointed by the County for carrying out the enforcement of this by-law
- 3) Where a police officer or officer appointed to carry out the enforcement of this by-law has reasonable or probable grounds that the weight or dimensions of a vehicle may exceed the requirements of this by-law, they may weigh the same by means of either a portable or stationary scales or may require the vehicle to be driven to the nearest weigh scales,
- 4) The County may revoke an over-dimensional vehicle permit issued under this by-law if it was issued on mistaken, false or incorrect information, if it was issued in error, the weights and/or dimensions as measured above are verified incorrect, the carrier demonstrates that they are unable to meet the conditions imposed through previous permits, or, if the holder thereof is in contravention of this by-law.

## **10) Indemnification, Damages and Enforcement**

- 1) An over-dimensional vehicle permit will only be issued subject to the condition that the permit holder shall indemnify and save harmless the County of Renfrew, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by Permit Holder, their officers, employees, agents, or others who the Permit is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Permit Holder.

- 2) Where damage to public property or infrastructure occurs, as a result of the movement of an over-dimensional vehicle on a highway or over or under a bridge, the County shall be compensated by the permit holder for the cost of any repairs including engineering and legal costs. The Director may, at their discretion, require the submission of a refundable security deposit prior to issuing a moving permit.
- 3) When improvements or modifications to County infrastructure are required in advance of an over-dimensional move, the County shall advise the applicant of such potential costs, and, take measures it deems necessary to ensure that any and all costs are recovered as result of the improvements or modifications needed to County infrastructure.
- 4) Every person who contravenes any of the provisions of this by-law is guilty of an offence and is liable to a fine as provided for in the Highway Traffic Act.
- 5) This by-law shall be enforced by the Ontario Provincial Police, Ministry of Transportation Ontario Enforcement Officers and County By-law Enforcement Officer.

Feb 26 2021

**County Road 51 (Petawawa Boulevard) Roundabout  
Doran Roundabout Preliminary Estimate**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Field Office for Contract Administrator	wk	12	\$650.00	\$7,800.00
2	Environmental Protection Erosion and settlement Control	L.S.	1	\$7,000.00	\$7,000.00
3	Sitework	L.S.	1	\$7,500.00	\$7,500.00
4	Traffic Control	L.S.	1	\$12,000.00	\$12,000.00
5	Temporary Traffic Signals	L.S.	1	\$160,000.00	\$160,000.00
6	Earth Excavation, Grading	m <sup>3</sup>	8320	\$30.00	\$249,600.00
7	Barrier for tree protection	m	10.5	\$15.00	\$157.50
8	Tree Removal	each	5	\$200.00	\$1,000.00
9	Cutting Existing Pavement	m	65	\$5.00	\$325.00
10	removal of Asphalt pavement dry grinding	m <sup>2</sup>	19.5	\$30.00	\$585.00
11	Full-Depth Asphalt Removal	m <sup>2</sup>	7287	\$35.00	\$255,045.00
12	Curb Removal	m	1116	\$38.00	\$42,408.00
13	Relocate Fire Hydrant	each	1	\$10,000.00	\$10,000.00
14	Remove / Relocate / Salvage light post	each	3	\$250.00	\$750.00
15	Remove / Relocate / Salvage sign	each	14	\$150.00	\$2,100.00
16	Remove Traffic Conduit	m	257	\$10.00	\$2,570.00
17	Remove / Salvage traffic post	each	6	\$250.00	\$1,500.00
18	Remove / Salvage Traffic Light Control Box	L.S.	2	\$1,000.00	\$2,000.00
19	Relocate flagpole	each	3	\$1,500.00	\$4,500.00
20	Relocate bench	each	4	\$250.00	\$1,000.00
21	Remove sidewalk	m <sup>2</sup>	876	\$40.00	\$35,040.00
22	Remove / Salvage interlock stone	m <sup>2</sup>	306	\$250.00	\$76,500.00
23	Relocate Catch Basin	each	6	\$3,000.00	\$18,000.00
24	Removal of CB and Lead	each	11	\$1,500.00	\$16,500.00
25	New Catch Basin	each	14	\$4,000.00	\$56,000.00
26	Adjust RIM elevations of grates, covers, valves	each	18	\$650.00	\$11,700.00
27	150mm Dia. Subdrain	m	948	\$40.00	\$37,920.00
28	300mm diameter Pipe	m	42	\$300.00	\$12,600.00
29	Connection into existing sewers, Mh's etc.	each	14	\$1,000.00	\$14,000.00
30	Staging	LS	1	\$30,000.00	\$30,000.00
31	Asphalt - Top Layer (Superpave 12.5 FC2 C)	t	897	\$115.00	\$103,155.00
32	Asphalt - Base Layer (Superpave 19 D)	t	2152	\$130.00	\$279,760.00
33	Granular A	t	2979	\$26.00	\$77,454.00
34	Granular B Type III	t	6439	\$19.00	\$122,341.00
35	Concrete Pavement for Truck Apron	m <sup>2</sup>	702	\$100.00	\$70,200.00
36	Barrier Curb with Narrow Gutter OPSD	m	1563	\$125.00	\$195,375.00
37	Water for dust suppression	l	500	\$2.00	\$1,000.00
38	Calcium Chloride	kg	732	\$1.50	\$1,098.00
39	Concrete Splitter Island	m <sup>2</sup>	597	\$65.00	\$38,805.00
40	Concrete Sidewalk (1.5m)	m <sup>2</sup>	278	\$65.00	\$18,070.00
41	MUP / Cycle Track	m <sup>2</sup>	773	\$35.00	\$27,055.00
42	Bollards	each	2	\$500.00	\$1,000.00
43	Granular Driveway	m <sup>2</sup>	150	\$25.00	\$3,750.00
44	Asphalt Driveway	m <sup>2</sup>	200	\$45.00	\$9,000.00
45	New Sign	each	20	\$250.00	\$5,000.00
46	Pavement Markings	m	800	\$5.00	\$4,000.00
47	Pavement Symbols	each	14	\$50.00	\$700.00
48	Small Overhead Sign	each	2	\$5,000.00	\$10,000.00
49	Large Roundabout Directional Sign	each	2	\$5,000.00	\$10,000.00
50	PXO's	each	9	\$30,000.00	\$270,000.00
51	Attention TWSI's	each	90	\$350.00	\$31,500.00
52	Streetlighting Poles with power supply	each	10	\$15,000.00	\$150,000.00
53	Landscaping / Trees	L.S.	1	\$100,000.00	\$100,000.00
54	Topsoil, Imported	m <sup>2</sup>	800	\$30.00	\$24,000.00
55	Seed and Mulch	m <sup>2</sup>	800	\$5.00	\$4,000.00
56	Sodding	m <sup>2</sup>	800	\$10.00	\$8,000.00
<b>Construction Sub-Total</b>					<b>\$2,633,600.00</b>
<b>Contingency 20%</b>					<b>\$526,720.00</b>
<b>Engineering 20%</b>					<b>\$526,720.00</b>
<b>TOTAL</b>					<b>\$3,687,040.00</b>



**County Road 51 (Petawawa Boulevard) Garrison Roundabout  
Paquette/Petawawa/Festubert/Menin Roundabout Preliminary Estimate**

26-Feb-21

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Field Office for Contract Administrator	wk	12	\$650.00	\$7,800.00
2	Environmental Protection Erosion and Settlement Control	L.S.	1	\$7,000.00	\$7,000.00
3	Sitework	L.S.	1	\$8,000.00	\$8,000.00
4	Traffic Control	L.S.	1	\$13,000.00	\$13,000.00
5	Temporary Traffic Signals	L.S.	1	\$320,000.00	\$320,000.00
6	Earth Excavation, Grading	m <sup>3</sup>	10391	\$30.00	\$311,730.00
7	Barrier for tree protection	m	258	\$15.00	\$3,870.00
8	Cutting Existing Pavement	m	41	\$5.00	\$205.00
9	removal of Asphalt pavement dry grinding	m <sup>2</sup>	12.5	\$30.00	\$375.00
10	Full-Depth Asphalt Removal	m <sup>2</sup>	7022	\$35.00	\$245,770.00
11	Curb Removal	m	422	\$38.00	\$16,036.00
12	Re-grading of Ditching	m	100	\$25.00	\$2,500.00
13	Relocate gasmain	m	240	\$560.00	\$134,400.00
14	Relocate Bell (fibre optics)	L.S.	1	\$48,000.00	\$48,000.00
15	Relocate Hydro Duct bank	L.S.	1	\$5,000.00	\$5,000.00
16	Remove culvert / storm sewer pipe	m	122	\$90.00	\$10,980.00
17	Remove / Relocate / Salvage light post	each	6	\$250.00	\$1,500.00
18	Remove / Relocate / Salvage sign	each	34	\$150.00	\$5,100.00
19	Remove Traffic Conduit	m	253	\$10.00	\$2,530.00
20	Remove / Salvage traffic post	each	5	\$250.00	\$1,250.00
21	Remove / Salvage Traffic Light Control Box	L.S.	1	\$1,000.00	\$1,000.00
22	Relocate decorative sign (CFB Petawawa)	L.S.	1	\$15,000.00	\$15,000.00
23	Insulation over Watermain	m	175	\$275.00	\$48,125.00
24	Removal of CB and Lead	each	8	\$1,500.00	\$12,000.00
25	New Catch Basin	each	14	\$4,000.00	\$56,000.00
26	150mm Dia. Subdrain	m	562	\$40.00	\$22,480.00
27	1200mm diameter Maintenance Hole	each	2	\$6,500.00	\$13,000.00
28	300mm diameter Pipe	m	250	\$300.00	\$75,000.00
29	Connection into existing sewers, Mh's etc.	each	1	\$1,000.00	\$1,000.00
30	Extend 950mm Dia. CSP	m	5	\$200.00	\$1,000.00
31	Staging	LS	1	\$30,000.00	\$30,000.00
32	Asphalt - Top Layer (Superpave 12.5 FC2 C)	t	1001	\$115.00	\$115,115.00
33	Asphalt - Base Layer (Superpave 19 D)	t	2402	\$130.00	\$312,260.00
34	Granular A	t	3350	\$26.00	\$87,100.00
35	Granular B Type III	t	7190	\$19.00	\$136,610.00
36	Concrete Pavement for Truck Apron	m <sup>2</sup>	540	\$100.00	\$54,000.00
37	Barrier Curb OPSD	m	1215	\$105.00	\$127,575.00
38	Water for dust suppression	l	560	\$2.00	\$1,120.00
39	Calcium Chloride	kg	817	\$1.50	\$1,225.50
40	Concrete Splitter Island	m <sup>2</sup>	875	\$65.00	\$56,875.00
41	Concrete Sidewalk (1.5m)	m <sup>2</sup>	585	\$65.00	\$38,025.00
42	MUP / Cycle Track	m <sup>2</sup>	744	\$35.00	\$26,040.00
43	New Sign	each	20	\$250.00	\$5,000.00
44	Pavement Markings	m	1450	\$5.00	\$7,250.00
45	Pavement Symbols	each	19	\$50.00	\$950.00
46	Small Overhead Sign	each	4	\$5,000.00	\$20,000.00
47	Large Roundabout Directional Sign	each	4	\$5,000.00	\$20,000.00
48	PXO's	each	10	\$30,000.00	\$300,000.00
49	Attention TWSI's	each	100	\$350.00	\$35,000.00
50	Rip Rap	m <sup>2</sup>	20	\$90.00	\$1,800.00
51	Streetlighting Poles with power supply	each	10	\$15,000.00	\$150,000.00
52	Landscaping / Trees	L.S.	1	\$100,000.00	\$100,000.00
53	Topsoil, Imported	m <sup>2</sup>	3000	\$30.00	\$90,000.00
54	Seed and Mulch	m <sup>2</sup>	3000	\$5.00	\$15,000.00
55	Sodding	m <sup>2</sup>	3000	\$10.00	\$30,000.00
<b>Construction Sub-Total</b>					<b>\$3,142,800.00</b>
<b>Contingency 20%</b>					<b>\$628,560.00</b>
<b>Engineering 20%</b>					<b>\$628,560.00</b>
<b>TOTAL</b>					<b>\$4,399,920.00</b>

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ACQUIRE LAND COUNTY ROAD 26 (DORAN ROAD)**

---

WHEREAS under Section 6(1) and Section 8 of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws to acquire land;

AND WHEREAS under Section 5(3) of the Act, the County of Renfrew's capacity, rights, powers and privileges must be exercised by By-law;

AND WHEREAS under Section 31(6) of the Act, if a municipality acquires land for the purpose of widening a highway, the land acquired forms part of the highway to the extent of the designated widening;

AND WHEREAS the County Operations Committee has reviewed and approved the transfer of the land described, for the purpose of road reconstruction.

NOW THEREFORE the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the Corporation of the County of Renfrew acquire the lands located in Part of Lot 21, Concession 9 in the geographic Township of Alice in the Township of Laurentian Valley, described as Part 2 on Plan 49R-19700 from Anthony Bramburger, Cory Bramburger and Ashton Brum for the sum of One Dollar (\$1.00).
2. That the lands are hereby dedicated as part of the highway namely County Road 26 (Doran Road) immediately upon registration of the transfer documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of March, 2021.

READ a second time this 31st day of March, 2021.

READ a third time and finally passed this 31st day of March, 2021.

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DEBBIE ROBINSON, WARDEN

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PAUL V. MOREAU, CLERK

## Appendix IN-III

SCHEDULE			
PART	LOT	CONCESSION	AREA (HA)
1		PT 37128 - 0124 137	1.236
2	PT 21	2	PT 37128 - 0125 137
			0.59 564

RECEIVED AND DEPOSITED  
 February 02 1991  
 (0016)  
 'Cmy Noel Nkumwa'

Representative for LAND REGISTRAR FOR THE LAND TITLES  
 DIVISION OF RENFREW (No. 48)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE  
 LAND TITLES ACT  
 DATE: JANUARY 29, 2021  
 ADAM KASPRZAK

PLAN OF SURVEY  
 OF PART OF  
 LOT 21  
 CONCESSION 9  
 GEOGRAPHIC TOWNSHIP OF ALICE  
 TOWNSHIP OF LAURENTIAN VALLEY  
 COUNTY OF RENFREW  
 SCALE 1 : 1000

ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:  
 BEARINGS ARE UTM GRID DERIVED FROM OBSERVATIONS ON MONUMENT  
 A & B, SHOWING A BEARING OF 191°01'50.70", UTM ZONE 18, 17°  
 WEST LONGITUDE) NAD 83 (CSRS), AS SHOWN ON PLAN 48R-1756B.

METRIC NOTE:  
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES  
 AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:  
 DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES  
 AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING  
 BY A CORRECTED SCALE FACTOR OF 0.999994.

NOTE:  
 SSB PLANTED DUE TO INSUFFICIENT OVERBURDEN.

INTEGRATION DATA:

POINT ID	NORTHING	EASTING
A	5 070 781.27	328 013.02
B	5 071 545.54	327 745.28

COORDINATE VALUES TO RUURAL ACCURACY PER  
 SEC. 14 (2) OF O. REG. 215/13 AND CHANGE IN  
 THEREAFTER, BE USED TO RE-ESTABLISH CORNERS  
 OR BOUNDARIES SHOWN ON THIS PLAN.

CONCESSION 9  
 ROAD ALLOWANCE BETWEEN CONCESSIONS 8 & 9  
 SANDY BEACH ROAD  
 KNOWN AS  
 CONCESSION 8

LEGEND

SB	- IRON BAR
SSB	- STANDARD IRON BAR
SSSB	- SHORT STANDARD IRON BAR
FB	- FOUNDATION
CS	- CORNER SET
IRSB	- IRON ROD
W	- WITNESS
OU	- ORIGIN UNKNOWN
(14.3)	- C.E. TAYLOR, O.L.S.
(1260)	- D.W. PATTERSON, O.L.S.
ASO	- ADAM KASPRZAK, SURVEYING LTD.
(P)	- PLAN 48R-1756B
(P)	- PLAN 48R-0140
(P)	- PLAN 48R-7173
HP	- HYDRO POLE
N	- NORTH, S - SOUTH, E - EAST, W - WEST

SURVEYOR'S CERTIFICATE

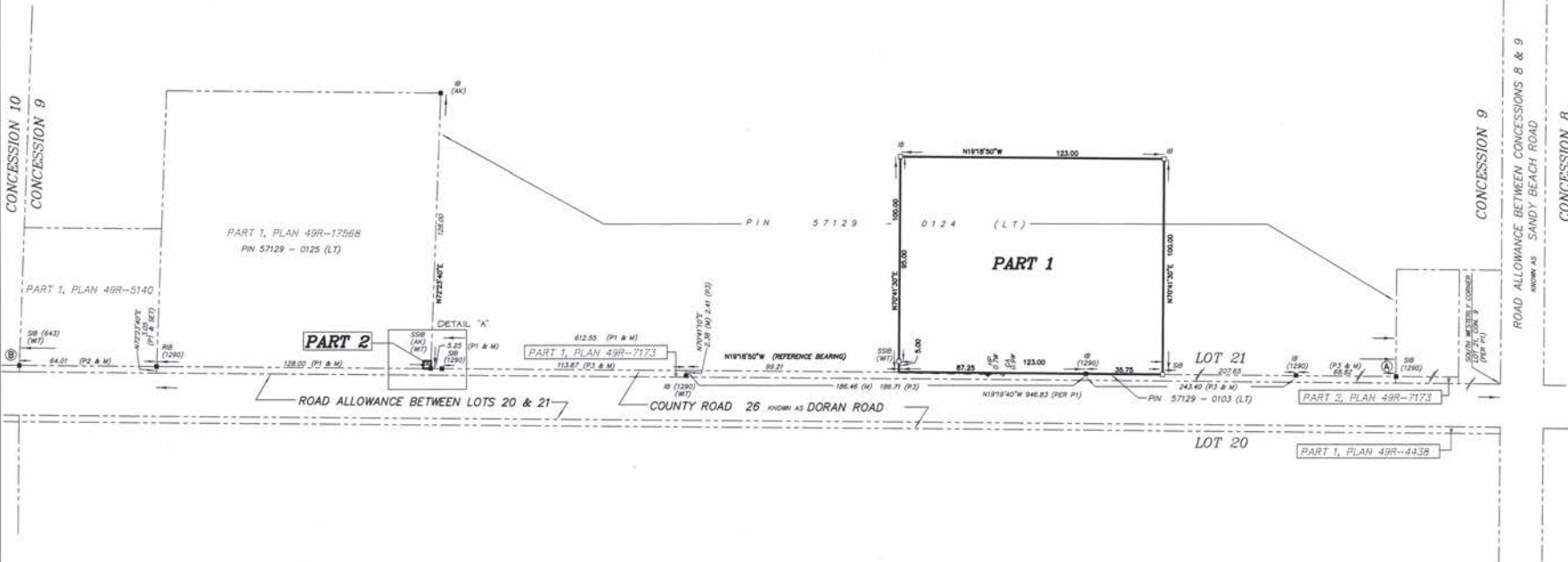
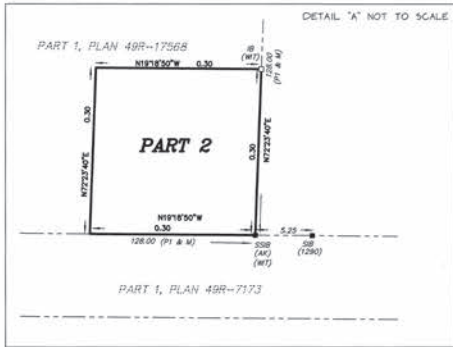
I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;
- THE SURVEY WAS COMPLETED ON THE 8th DAY OF JANUARY, 2021.

DATE: JANUARY 29, 2021  
 ADAM KASPRZAK  
 ONTARIO LAND SURVEYOR

Adam Kasprzak Surveying LTD.  
 ONTARIO LAND SURVEYORS  
 432 PEMBRIDGE ST. W., P.O. BOX 482  
 PEMBROKE, ONTARIO N3A 5X7  
 PHONE: (800) 755-0764

SCALE: 1 : 1000  
 REF: 21-5002 B



County Road 26 - Doran Road  
Transfer of Land - One Foot Square



Applicants Lands

Lands to be  
added to

DORAN RD



SANDY BEACH RD

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ACQUIRE LAND COUNTY ROAD 64 (OPEONGO ROAD)**

---

WHEREAS under Section 6(1) and Section 8 of the *Municipal Act, S.O. 2001, c.25*, as amended, a municipality may pass by-laws to acquire land;

AND WHEREAS under Section 5(3) of the Act, the County of Renfrew's capacity, rights, powers and privileges must be exercised by By-law;

AND WHEREAS under Section 31(6) of the Act, if a municipality acquires land for the purpose of widening a highway, the land acquired forms part of the highway to the extent of the designated widening;

AND WHEREAS the County Operations Committee has reviewed and approved the transfer of the land described, for the purpose of road reconstruction.

NOW THEREFORE the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the lands located on County Road 64 (Opeongo Road) located in Part of Lots 50 and 60, Range D South in the geographic Township of Grattan in the Township of Bonnechere Valley, described as Parts 3 and 4 on Plan 49R-19699 be acquired from James Davidson for the sum of One Dollar (\$1.00).
2. That the lands are hereby dedicated as part of the highway immediately upon registration of the transfer documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of March, 2021.

READ a second time this 31st day of March, 2021.

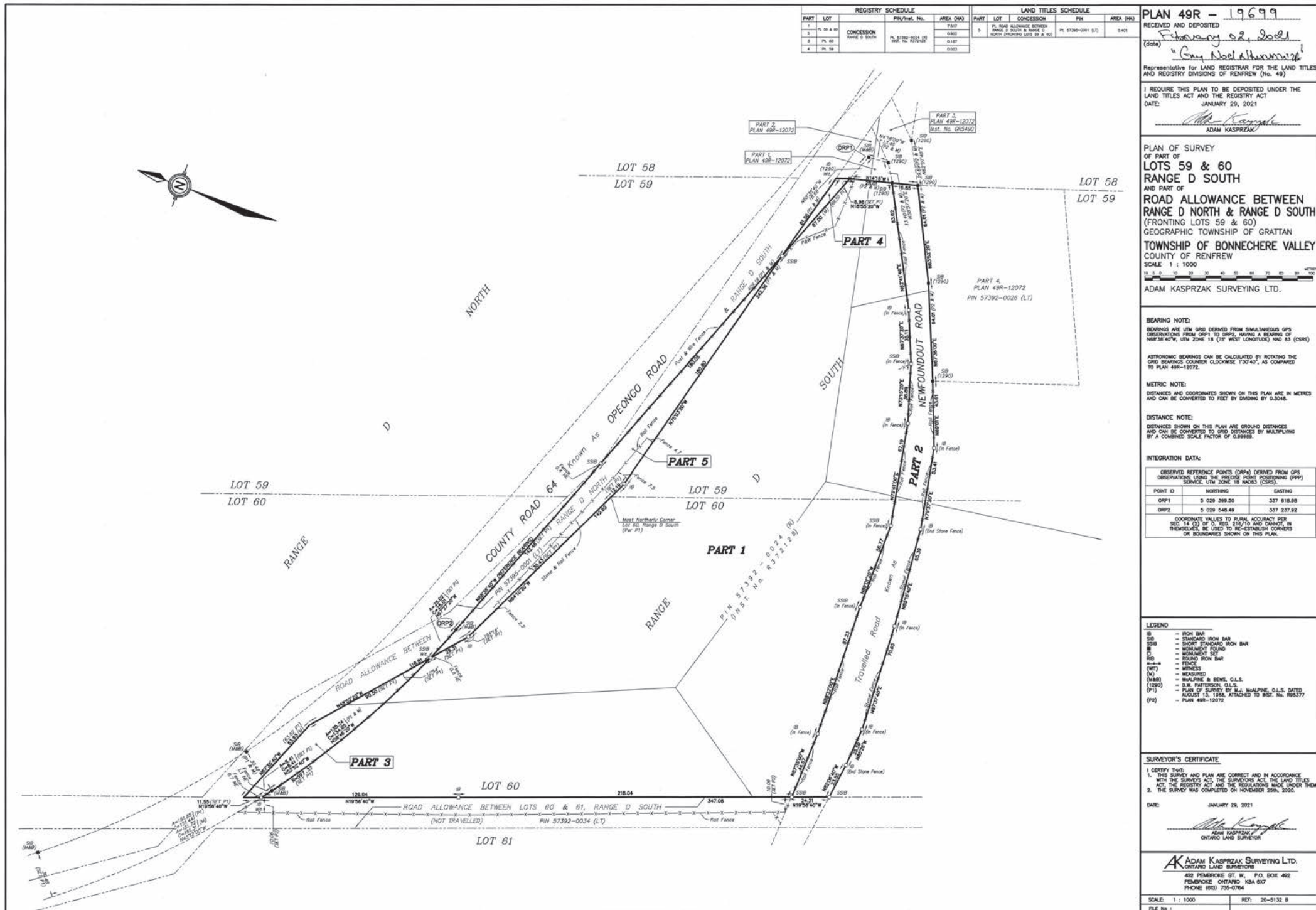
READ a third time and finally passed this 31st day of March, 2021.

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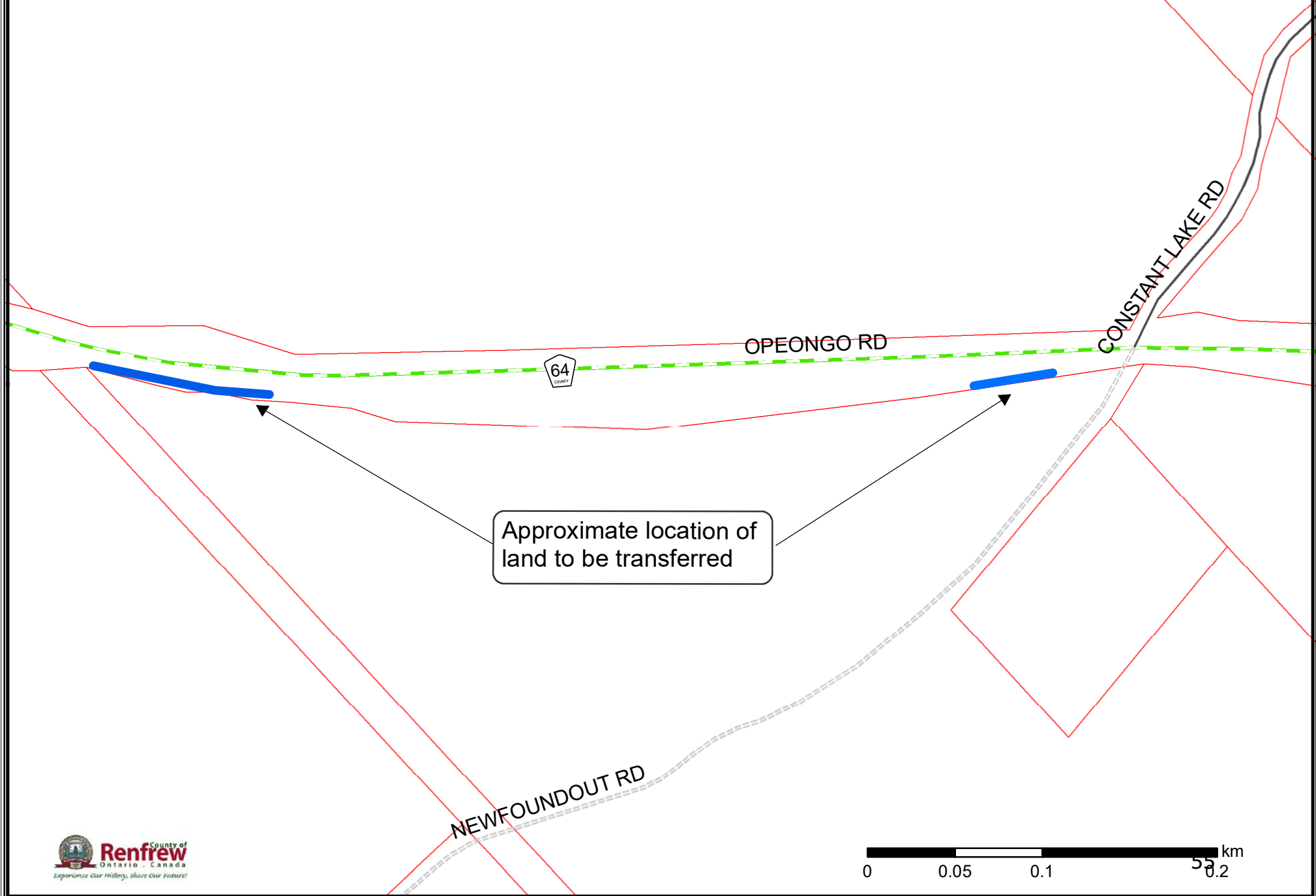
DEBBIE ROBINSON, WARDEN

---

PAUL V. MOREAU, CLERK



County Road 64 (Opeongo Road)  
Transfer of Land



**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ACQUIRE LAND COUNTY ROAD 45 (RUSSETT DRIVE)**

---

WHEREAS under Section 6(1) and Section 8 of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws to acquire land;

AND WHEREAS under Section 5(3) of the Act, the County of Renfrew's capacity, rights, powers and privileges must be exercised by By-law;

AND WHEREAS under Section 31(6) of the Act, if a municipality acquires land for the purpose of widening a highway, the land acquired forms part of the highway to the extent of the designated widening;

AND WHEREAS the County Operations Committee has reviewed and approved the transfer of the land described, for the purpose of road reconstruction.

NOW THEREFORE the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the lands located on County Road 45 (Russett Drive) located in Part of Lot 8, Concession 10 in the geographic Township of McNab in the Township of McNab/Braeside, described as Part 2 on Plan 49R-19708 be acquired from James Barclay Matthew Naismith and Krista Ann Richardson for the sum of One Dollar (\$1.00).
2. That the lands are hereby dedicated as part of the highway immediately upon registration of the transfer documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of March, 2021.

READ a second time this 31st day of March, 2021.

READ a third time and finally passed this 31st day of March, 2021.

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DEBBIE ROBINSON, WARDEN

---

PAUL V. MOREAU, CLERK



SCHEDULE			
PART	LOT	CONCESSION	AREA (HA)
1	PL 8	10	PL 57329-0129 (LT) 0.284
2			PL 57329-0131 (LT) 0.060

PART 2 ON THIS PLAN IS SUBJECT TO AN EASEMENT PER REG. NO. M112281.

PLAN 49R - 19708  
RECEIVED AND DEPOSITED

February 19, 2021  
(date)  
"Gm. Noel Nkumvira"  
Representative for LAND REGISTRAR FOR THE LAND  
TITLES DIVISION OF RENFREW (No. 49)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE  
LAND TITLES ACT

DATE: FEBRUARY 16, 2021

Adam Kasprzak  
ADAM KASPRZAK

PLAN OF SURVEY  
OF PART OF  
LOT 8  
CONCESSION 10  
GEOGRAPHIC TOWNSHIP OF McNAB  
TOWNSHIP OF McNAB/BRAESIDE  
COUNTY OF RENFREW  
SCALE 1 : 500  
ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:  
BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS  
ON POINTS A AND B, HAVING A RESULTANT BEARING OF  
N16°43'20"E, UTM ZONE 18 (75° WEST LONGITUDE) AND 83 (CENTS).

ASTRONOMIC BEARINGS CAN BE CALCULATED BY ROTATING THE  
GRID BEARING COUNTER CLOCKWISE 1°04'20" AS REFERRED TO  
PLAN 49R-11977.

METRIC NOTE:  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES  
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:  
DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND  
CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A  
COMBINED SCALE FACTOR OF 0.99973.

NOTE:  
SSB PLANTED DUE TO INSUFFICIENT OVERBURDEN.

#### INTEGRATION DATA:

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS INFORMATION SHOWN ON PLAN 49R-18154, UTM ZONE 18 AND 83 (CENTS) (1997).			
POINT ID	NORTHING	EASTING	
A	5 030 331.78	388 736.31	
B	5 030 469.68	388 694.68	

COORDINATE VALUES ARE TO BURNAL ACCURACY PER  
SEC. 14 (2) OF O. REG. 218/10 AND CHANGE BE  
THEMSELVES BE USED TO RE-ESTABLISH CORNERS  
OR BOUNDARIES SHOWN ON THIS PLAN.

#### LEGEND (If Applicable)

SB	- BROWN BAR
SSB	- STANDARD BROWN BAR
SSSB	- SHORT STANDARD BROWN BAR
RP	- ROCK POST
RP	- ROCK PILE
CP	- CONCRETE PIN
B	- MONUMENT FOUND
CS	- MONUMENT SET
WT	- WITNESS
(OU)	- ORIGIN UNKNOWN
(M)	- MEASURED
(ORP)	- OBSERVED REFERENCE POINT
(G15)	- GROUND SURVEY BY ROWE LTD.
(1557)	- SURV. ROWE & KASPRZAK LTD.
(P1)	- PLAN 49R-8020
(P2)	- PLAN 49R-7531
(P3)	- PLAN 49R-11977

#### SURVEYOR'S CERTIFICATE

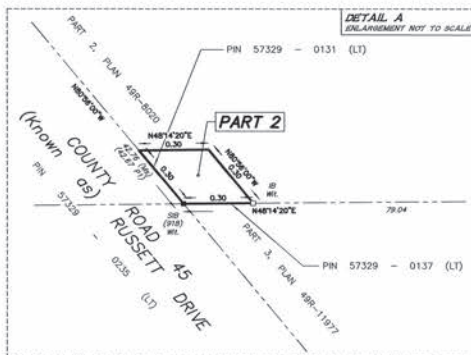
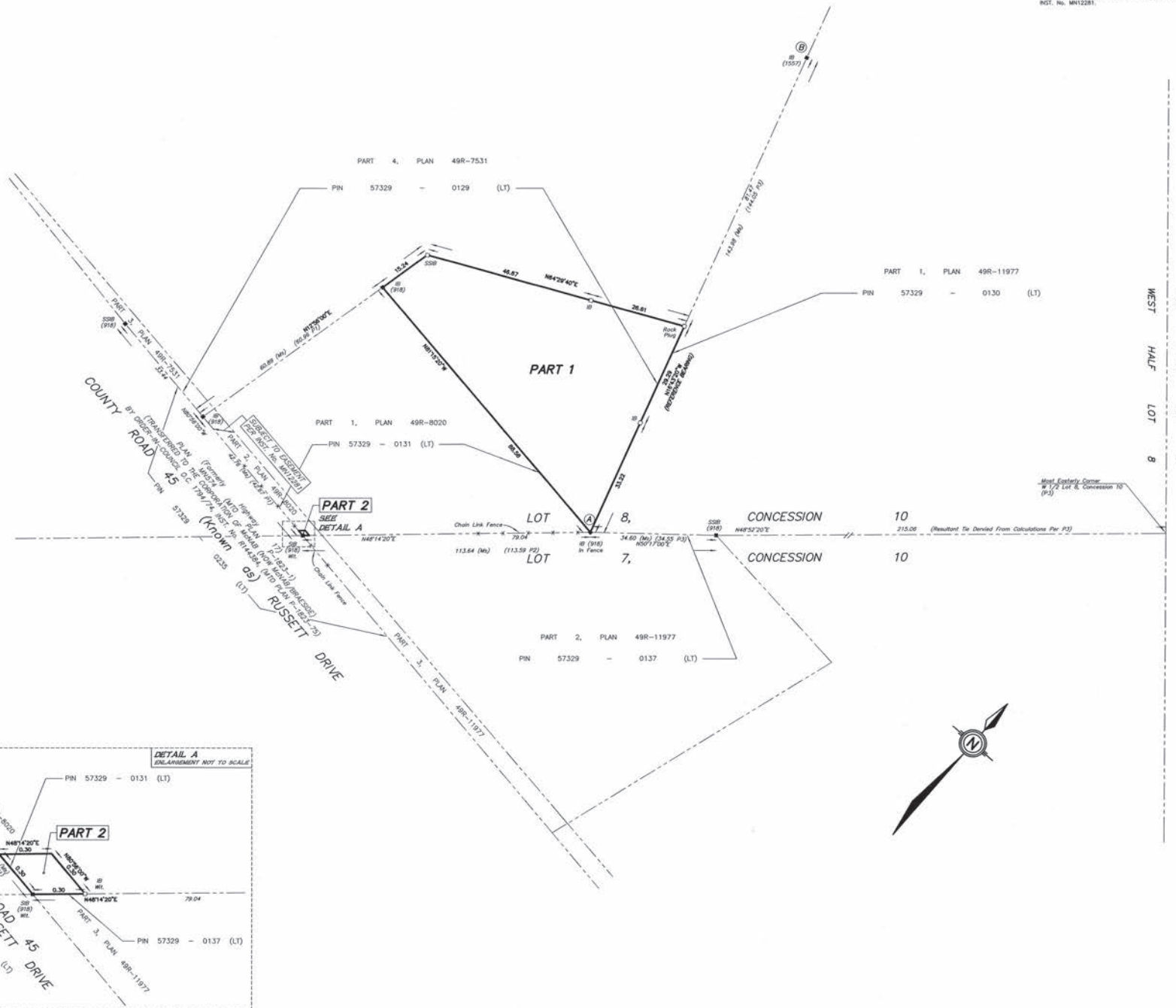
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE  
WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES  
ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON JANUARY 20th, 2021.

DATE: FEBRUARY 16, 2021

Adam Kasprzak  
ADAM KASPRZAK  
ONTARIO LAND SURVEYOR

AK ADAM KASPRZAK SURVEYING LTD.  
29 BRIDGE ST., P.O. BOX 603  
RENFREW ONTARIO K7V 4E7  
PHONE (505) 432-5048

SCALE: 1 : 500 REF: 21-2012  
FILE No: 2718/2021 4:34:42 PM, P001.DWG



# County Road 45 (Russett Drive) Transfer of Land



Land to be transferred to  
the County of Renfrew

RUSSETT DR

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO EXECUTE AN AGREEMENT WITH ENVIRONMENT CANADA  
FOR THE OPERATION OF A WATER MONITORING STATION ON COUNTY ROAD 19**

---

WHEREAS Environment Canada has constructed and wishes to operate and maintain a water monitoring station on County Road 19 (Mud Lake Road) adjacent to the Muskrat River at Johnston Bridge in Lot 28, Concession 1, geographic Township of Stafford, Township of Laurentian Valley;

AND WHEREAS it is deemed necessary and desirable that the Council of the Corporation of the County of Renfrew enact a By-law authorizing the Corporation to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment, pertaining to the construction, operation, maintenance and decommissioning of the water monitoring station.

NOW THEREFORE, the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary for, or incidental to the execution of the agreement.
2. The agreement attached hereto and annotated as Schedule "A" is hereby deemed to be a schedule to this By-law.
3. That this By-law shall come into force and take effect upon the passing thereof.
4. That By-law 80-07 is hereby repealed.

READ a first time this 31st day of March, 2021.

READ a second time this 31st day of March, 2021.

READ a third time and finally passed this 31st day of March, 2021.

---

DEBBIE ROBINSON, WARDEN

---

PAUL V. MOREAU, CLERK

**LICENSE OF OCCUPATION  
FOR THE INSTALLATION AND OPERATION OF A  
HYDROMETRIC MONITORING STATION (HMS)**

Appendix IN-VI

**BETWEEN:****THE CORPORATION OF THE COUNTY OF RENFREW****("Licensor")****AND****HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment**("Licensee")**

In this Agreement, the Licensor and the Licensee are hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WHEREAS** the Licensor owns a certain parcel of land located on County Road 19 (Mud Lake Road), Part of Lot 28, Concession 1, Stafford Township, County of Renfrew, in the Province of Ontario and more particularly described on the plans annexed hereto and incorporated herein as Schedule "A" ("Licensed Land");

**WHEREAS** the Licensee wishes to continue to occupy and use the Licensed Land for the purpose of installing, operating and maintaining a Hydrometric Monitoring Station as further shown on Schedule "B" attached hereto and incorporated herein ("Installation");

**AND WHEREAS** the Licensor wishes to grant a license to the Licensee for Authorized Use of the Licensed Land;

**NOW THEREFORE** in consideration of the License Fee and the terms and conditions set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. DEFINITIONS**

In this Agreement:

**"Applicable Environmental Law"** means:

- (a) all applicable statutes and regulations, and all by-laws, declarations, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with environmental assessment, protection or remediation, health, chemical use, safety or sanitation; and
- (b) the applicable common law;

**"Contaminant"** means:

- (a) any pollutant or toxic, dangerous or hazardous substance or material as defined, listed, prohibited, controlled, or regulated by Applicable Environmental Law; or
- (b) any substance that when released into the natural environment causes or is likely to
  - (i) cause harm, adverse impact, damage, degradation to or impairment of the environment;
  - (ii) have an adverse effect on human safety or health; or
  - (iii) injure or materially discomfort any person, or the normal conduct of business;

**"Equipment"** means the equipment to be supplied by either the Licensee or their respective suppliers or contractors which, in the opinion of the Licensee, is necessary in order to install, operate and maintain the Installation on the Licensed Land;

**"Structures"** mean (i) a concrete or steel base required to support the Installation, the Equipment and/or the Utilities Connections and (ii) any other structures that may be required to house or support the Installation, the Equipment and/or the Utilities Connections, where each of (i) and (ii) is located on the Licensed Land to be supplied by the Licensee, or their respective suppliers or contractors;

**“Utilities”** means the required power or service source, (electricity, telephone, internet, or other), primary or backup, that may be supplied by the Licensee or their respective suppliers or contractors, and which enable the Authorized Use;

**“Utilities Connections”** means cables, posts or other related installations including without limitation meters, pipes, hoses, valves, modems, and routers which may be supplied by the Licensee or their respective suppliers or contractors, and which provide connection of the Installation and/or the Equipment to Utilities.

## **2. GRANT, TERM AND RENEWAL**

- 2.1 Subject to Licensee’s compliance with the terms and conditions of this Agreement, the Licensors hereby grants to the Licensee, for the Term of this Agreement, a non-exclusive license to enter on, occupy and use the Licensed Land for the purpose of installing, operating and maintaining the Installation, Equipment, Structures, Utilities and Utilities Connections and for no other purpose whatsoever. The rights granted in this subsection shall extend to and include employees, agents, officers and contractors of the Licensee who install, operate and maintain the Installation, Equipment, Structures, Utilities and Utilities Connections on behalf of the Licensee.
- 2.2 This Agreement shall be effective as of February 1, 2021 and shall expire on January 31, 2031 unless otherwise terminated in accordance with the terms of this Agreement (“Initial Term”).
- 2.3 The Licensee may renew this Agreement for an additional two (2) terms of ten (10) years each. Collectively, the Initial Term and the Renewal Term shall constitute the Term of the Agreement. The Licensee may exercise its option to renew the Initial Term by delivering to the Licensors written notice at least Ninety (90) days prior to the expiry of the Initial Term. Authorized Use of the Licensed Land during the Renewal Term shall be subject to the terms and conditions of this Agreement, including the License Fee.
- 2.4 If the Licensee continues to occupy the Licensed Land without proper notice to the Licensors of the Licensee’s intention to renew this Agreement for an additional Renewal Term, the Licensee shall remain as Licensee of the Licensed Land and continue Authorized Use of the Licensed Land but solely on a month-to-month basis and shall otherwise be subject to the provisions of this Agreement.
- 2.5 The Licensors reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the Licensed Land, provided however that such license, rights of way or privileges:
  - (a) are not detrimental to the Authorized Use by the Licensee of the Licensed Land;
  - (b) do not impose any additional cost upon the Licensee;
  - (c) do not weaken, diminish or impair the rights and obligations of the Parties under this Agreement; and
  - (d) in no way provide access to the Installation, Equipment, Structures, Utilities and/or Utilities Connections to other parties or other Licensees.
- 2.6 The Licensors warrants that the rights granted hereunder do not conflict with any rights previously granted by the Licensors to others.

## **3. LICENSE FEE**

- 3.1 The Licensee shall pay to the Licensors in Canadian funds an annual License Fee of One and 00/100 dollars (\$1.00) on an annual basis for the Initial Term of this Agreement. The License Fee shall be payable in advance commencing on the Effective Date and on each succeeding anniversary date during the Term and following receipt of an invoice from the Licensors.
  - (a) The Licensors acknowledges and agrees that up to and including the period ending November 30, 2020 and there are no Arrears owed.
- 3.2 The Licensee shall pay the Licence Fee upon receipt of an invoice from the Licensors and following the Licensors’s successful and ongoing registration in the Licensee’s direct deposit payment system (“the Payment System”). All Licence Fee payments including GST or HST where applicable or any other payments required to be made to the Licensors by the Licensee shall be payable by way of the Payment System.
- 3.3 The License Fee shall be inclusive of Realty Taxes.

#### **4. GENERAL COVENANTS**

##### **4.1 The Licensee covenants with the Licensors:**

- (a) at its own expense, to maintain the Licensed Land in a clean and good state of maintenance and repair to the extent that such maintenance and repair is required as a result of the Licensee's Authorized Use of the Licensed Land;
- (b) not to commit any voluntary waste or destruction on the Licensed Land or do anything on the Licensed Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Licensed Land;
- (c) not to interfere with the activities of any other person authorized to enter on, occupy and use the Licensed Land under a prior or subsequent license granted by the Licensors; and
- (d) to permit the Licensors, or its representatives, to enter on the Licensed Land upon reasonable notice in order to inspect the Licensed Land.

##### **4.2 In addition to the obligations of the Licensors and the warranty provided under the Grant, Term and Renewal section, (i) the Licensors agree to ensure that the Licensee enjoys quiet enjoyment of the Licensed Land; and in particular, the Licensors shall not do anything, or permit others to do anything, on the Licensed Land that will interfere materially with the Licensee's Authorized Use of the Licensed Land.**

##### **4.3 The Licensors shall permit the Licensee, and its employees, agents and contractors, unsupervised access to the Licensed Land over the Licensors' adjacent property at all times and shall provide such pass cards, codes, keys, parking spaces or passes as are necessary to enable such access.**

##### **4.4 The Licensors shall exercise best efforts while operating any equipment around the Licensee's Equipment, Installation, Structures and/or Utilities Connections to avoid any damage thereto.**

##### **4.5 The Licensors shall not construct or plant, or permit others to construct or to plant, any physical structure within ten (10) metres of the Licensee's Equipment, Installation Structures and/or Utilities Connections without the Licensee's permission, which shall not be unreasonably withheld.**

#### **5. ACCEPTANCE OF THE LICENSED LAND**

##### **5.1. Subject to the provisions of Section 6, the Licensee agrees that:**

- (a) it has inspected the Licensed Land or has caused the Licensed Land to be inspected on its behalf;
- (b) it has entered into this Agreement on reliance on that inspection and not on reliance on any representation, warranty, inducement, whether oral, written or implied, by the Licensors or any third party on Licensors' behalf; and
- (c) it is satisfied with the extent of its knowledge of the condition, including environmental condition, affecting the Licensed Land.

#### **6. ENVIRONMENTAL PROTECTION**

##### **6.1. The Licensee shall not be liable or responsible under this Agreement for any Contaminants in existence on, in or under the Licensed Land at the Effective Date or for any adverse conditions arising out of such Contaminants and the Licensors shall be liable to promptly remove the Contaminant or take appropriate remedial action, each at Licensors' cost and expense.**

##### **6.2. The Licensee agrees that the Authorized Use of the Licensed Land shall be conducted in compliance with Applicable Environmental Law or in accordance with generally accepted environmental practices if there is no Applicable Environmental Law.**

##### **6.3. The Licensee agrees that all activities on the Licensed Land shall be conducted in compliance with Applicable Environmental Law, or in accordance with generally accepted environmental practices if there is no Applicable Environmental Law.**

- 6.4. The Licensee agrees that its occupation and use of the Licensed Land shall be consistent with the environmental condition of the Licensed Land.
- 6.5. The Licensee agrees that no Contaminants shall intentionally be deposited, placed, discharged or disposed of by or on behalf of the Licensee on, in or under the Licensed Land or adjacent sites.

## **7. RETURN OF THE LICENSED LAND**

- 7.1. Upon termination of this Agreement, the Licensee shall:
  - (a) peaceably quit and deliver to the Licenser possession of the Licensed Land;
  - (b) leave the Licensed Land free from all garbage and debris, but only to the extent such garbage and debris was caused by the Licensee's Authorized Use of the Licensed Land; and
  - (c) subject to 7.3, return the Licensed Land back to the state of maintenance and repair that existed prior to the Effective Date, except normal wear and tear, and only to the extent that such maintenance and repair is required as a result of the Licensee's Authorized Use of the Licensed Land.
- 7.2. Unless the Parties agree otherwise in writing, within one hundred and eighty (180) days of the termination of this Agreement, the Licensee shall remove the Installation, Equipment and Utilities Connections that have been supplied by the Licensee, its suppliers or contractors.
- 7.3. Unless the Parties agree otherwise in writing, upon termination of this Agreement, the Structures that have been supplied by the Licensee, its suppliers or contractors will be removed at the licensee's expense.
- 7.4 (a) The Installation, Equipment, Structures and Utility Connections supplied by the Licensee, its suppliers and/or contractors are, and shall at all times remain, the sole and exclusive property of the Licensee or its suppliers and/or contractors, as applicable, and title thereto shall remain that of the Licensee or its supplier and/or contractor, as applicable, notwithstanding the degree of attachment or affixation thereof to the Licensed Land; and (b) The Licenser and the Licensee shall not permit any portion of the Installation, Equipment, Structures and/or Utilities Connections to become a fixture and shall maintain such Installation, Equipment, Structure and Utilities Connections as personal (moveable) property, and without limiting the generality of the foregoing, shall not affix the Installation, Equipment, Structures and/or Utilities Connections, or any portion thereof, to the Licensed Land in a way which does not allow it to be removed without causing serious damage to the Licensed Land or to the Installation, Equipment, Structure and/or Utilities Connections and shall not remove or permit their respective removal from the Licensed Land without the prior written consent of the Licensee.

## **8. EARLY TERMINATION AND DEFAULT**

- 8.1 Notwithstanding the Expiry Date,
  - (a) the Parties may, on mutual consent in writing, terminate this Agreement at any time; and
  - (b) the Licensee may, in its sole discretion, terminate this Agreement at any time, without cause or liability, except for the obligations of the Licensee set out in the Return of the Licensed Land section, by giving at least ninety (90) days advance written notice to the Licenser of Licensee's intention to terminate the Agreement.
- 8.2 If either the Licensee or the Licenser becomes a party in default by failing to observe any terms, conditions or covenants under this Agreement and does not, within ninety (90) days of receiving notice in writing from the non-defaulting party specifying the default, undertake to cure such default, then the non-defaulting party may terminate this Agreement.

## **9. AMENDMENTS**

- 9.1 This Agreement may be amended at any time by mutual consent of the Parties. In order to be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

## **10. ASSIGNMENT, SUCCESSORS, SALE**

- 10.1 Neither Party may assign or otherwise alienate its rights or obligations under this Agreement without the prior written consent of the other Party.
- 10.2 This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, as the case may be, their heirs, administrators, executors, successors and permitted assigns.
- 10.3 In the event that the Licensors plans to sell, transfer or otherwise dispose of the Licensed Land, the Licensors shall notify the Licensee in writing accordingly at the first available opportunity.

## **11. MISCELLANEOUS**

### **11.1. No transfer of interest**

This Agreement operates solely as a license and does not transfer any exclusive possessory right or interest in the Licensed Land to the Licensee.

### **11.2. Notices**

(a) Any notice between the Parties shall be in writing and shall be: a) delivered personally (in which case the notice shall be considered received on the day of the delivery); or b) mailed by registered mail, return receipt requested (in which case the notice shall be considered received on the seventh business day following the day on which it was registered in a post office; or c) sent by facsimile confirmation transmission (in which case the notice shall be considered received on the second business day following the facsimile transmission); or d) sent by electronic mail, read receipt requested (in which case the notice shall be considered received on the day following the day of delivery).

(b) Such notices shall be sent to the following addresses:

#### **For the Licensors:**

The Corporation of the County of Renfrew  
9 International Drive  
Pembroke, Ontario K8W 6W5  
613-735-6821

or to such other address as the Licensors may from time to time advise by notice in writing.

#### **For the Licensee:**

Metrological Service of Canada  
National Hydrological Services  
Environment & Climate Change Canada  
CCIW, 867 Lakeshore Road  
Burlington, Ontario  
Attention: Tim DeVries  
Tel: 905-319-6931  
Email: tim.devries@canada.ca

With a copy to:

Environment and Climate Change Canada  
Realty and Business Integrity Services  
Place Vincent Massey  
351 Boul. St. Joseph, 18<sup>th</sup> Floor  
Gatineau, Quebec  
K1A 0H3  
EC.Servicesdesbiensimmobiliers-RealEstateServices.EC@canada.ca  
Attn: Real Estate Administrator

or to such other address as the Licensee may from time to time advise by notice in writing.

(c) In the case of notices sent by electronic mail, notices shall be sent to the business electronic mail address of the person occupying the position identified above or to the electronic mail address of such other person as the Parties may, from time to time, designate in writing to



each other. The Party providing a notice shall, at the relevant time, ascertain the electronic mail address of the person designated to receive notices.

#### 11.3. Waiver

No provision of this Agreement shall be considered to have been waived unless the waiver is in writing, and a waiver shall not of itself constitute a waiver of any subsequent breach of that obligation or of any other obligation.

#### 11.4. Consents and approvals

A consent or approval to any act requiring consent or approval under this Agreement shall not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act under this Agreement.

#### 11.5. Remedies

No remedy conferred upon or reserved to the Parties under this Agreement is exclusive of any other remedy in this Agreement or provided by law but that remedy shall be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute. Notwithstanding the foregoing, any liability of the Licensee arising out of this Agreement shall be subject to the provisions of the *Crown Liability and Proceedings Act, R.S.C., 1985, c. C-50* (as amended).

#### 11.6 Singular and plural

In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender.

#### 11.7 Captions and headings

The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

#### 11.8 No agency, partnership or joint venture

Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the Parties. Neither party is authorized to represent, bind, obligate or contract on behalf of the other in any manner whatsoever, or represent to third parties that it is an agent of, or partner with, or in a joint venture relationship with the other. The only relationship is that of licensor and licensee.

#### 11.9 Survival

Notwithstanding the expiration or early termination of this Agreement, it is expressly agreed that subsections 2.1 (solely with respect to Licensee's obligations under Section 7), 2.4, 3 (with respect to amounts due under the Agreement but remaining unpaid), 6.1, 6.2, 7, 10.2, 11 and 12 shall survive the expiration or early termination of this Agreement. Furthermore, all rights and obligations which, expressly or by necessary implication, are required or might reasonably be expected to survive the expiration or termination of this Agreement shall continue to be in effect notwithstanding the expiration or termination of this Agreement until such time as the Parties may mutually agree to the release of the obligations contained therein or until they expire by their nature.

#### 11.10 Entire Agreement

This Agreement and all schedules listed throughout constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, representations or other communications between the Parties, whether written, oral or electronic. There are no undertakings, representations, promises or warranties, express or implied, other than those contained in this Agreement and its schedule[s].

#### 11.11 Severability

If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts and sections of the Agreement shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

#### 11.12 Applicable laws

The laws of the province where the Installation is located as well as the federal laws of Canada applicable shall govern this Agreement therein, without reference to conflict of laws rules.

#### 11.13 Counterparts

This Agreement may be signed in one or more counterparts, each of which once signed shall be deemed to be an original. All such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the effective date set forth above. The signature of any of the parties may also be evidenced by a facsimile copy or email copy (scanned document only) of this Agreement bearing such signature.

### 12. DISPUTE RESOLUTION

- 12.1 If a dispute arises out of, or in connection with this Agreement, it should be first discussed and negotiated between the Parties in order to resolve the issues.
- 12.2 If the Parties do not resolve the issues through negotiation within a period of sixty (60) business days, the Parties agree to refer the issues in dispute to mediation. Such mediation shall be conducted in the province where the site is located by a single mediator who is an expert in the subject matter and in accordance with the mediation rules applicable in that province. The proceedings shall take place in either French or English as may be decided by the Licensor.
- 12.3 If the Parties do not resolve all of the issues in dispute through mediation within the period of ninety (90) business days, the Parties may agree to submit those issues to binding arbitration to be conducted in province where the site is located by a single arbitrator who is an expert in the subject matter and in accordance with the arbitration rules applicable in that province. The proceedings shall take place in either French or English as may be decided by the Licensor.
- 12.4 The Parties shall use their best efforts to agree on the choice of a mediator or arbitrator, as the case may be, and of the rules governing such mediation or arbitration. If the Parties are unable within a period of seven (7) business days from expiry of the periods set out in subsections 12.2 and 12.3, respectively, to agree on a mediator or an arbitrator, one will be appointed.
- 12.5 During the progress of any mediation or arbitration, the Parties shall continue to perform their obligations under this Agreement to the extent such obligations are not in dispute or affected by such dispute.
- 12.6 The Parties' agreement to use the dispute resolution mechanisms specified in this Section 12 shall not prevent either Party from commencing an action in a court of competent jurisdiction if necessary to obtain equitable or legal relief or any other remedy which is not available through mediation or arbitration.

13. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized representatives as follows:

THE LICENSOR: THE CORPORATION OF THE COUNTY OF RENFREW

\_\_\_\_\_  
(Name)  
(Title)

I represent and warrant that I am duly authorized to sign on behalf of the Licensor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE LICENSEE: HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of the Environment

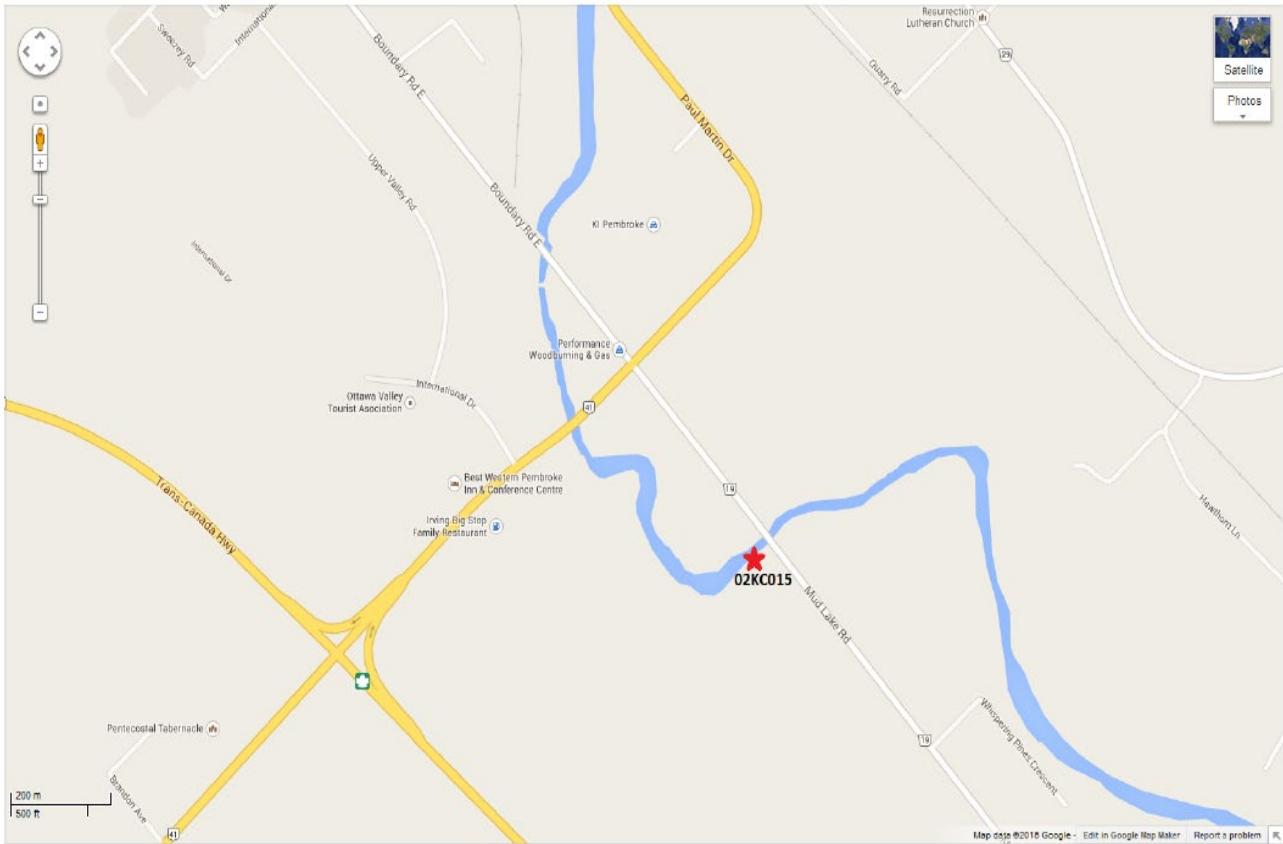
\_\_\_\_\_  
Melanie Peris  
Director, Real Property Management Division  
Asset, Real Property and Security Directorate  
Corporate Services and Finance Branch

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SCHEDULE A  
SITE PLAN

Municipal Address: County Road 19 (Mud Lake Road) Part of Lot 28  
Concession 1, Stafford Township, Province of Ontario

Geographical Coordinates: Latitude: 45 47 52.4 N Longitude: 77 06 28.7 W



**SCHEDULE B**  
Installation

**02KC015 – Muskrat River near Pembroke**  
**Location of Gauge House**



**02KC015 – Muskrat River near Pembroke**  
**Photo of Gauge House**



**OPERATIONS DIVISION REPORT**

Prepared by: Richard Bolduc, A.Sc.T., Manager of Operations

Prepared for: Operations Committee

March 16, 2021

**INFORMATION****1. Winter Operations [Strategic Plan Goal No. 4 (c)]**

The month of February provided a variety of winter weather conditions that required responses by staff. Table 1 provides a summary of winter events, material usage and precipitation amount to date. Staff continues to be ready to respond to winter events as they occur.

**Table 1**

Month	No. of Event Days		Type of Event (days)			Material Used (tonnes)		Precipitation	
	Weekday	Weekend	Snow	Blowing Snow	Freezing Rain	Salt	Sand	Weather Station	Amount (mm)
Nov	8	3	9	0	3	1,749.0	312.0	Petawawa	39.0
								Bancroft	86.8
Dec	18	11	19	0	6	5,227.0	1,359.0	Petawawa	56.0
								Bancroft	94.9
Jan	15	6	17	2	5	3,322.3	2,121.6	Petawawa	5.0
								Bancroft	34.8
Feb	14	6	19	8	3	4,279.3	1,464.2	Petawawa	38.0
								Bancroft	58.0
<b>Totals</b>	<b>55</b>	<b>26</b>	<b>64</b>	<b>10</b>	<b>17</b>	<b>14,577.6</b>	<b>5,256.8</b>	<b>Petawawa Bancroft</b>	<b>138.0 274.5</b>

Table 2 outlines the Significant Weather Events declared to date for the 2020/2021 season.

**Table 2**

Declaration Start			Declaration End			Reason
Month	Day	Time	Month	Day	Time	
Nov	22	3:15 PM	Nov	23	10:50 AM	Snow
Nov	25	5:00 PM	Nov	26	1:00 PM	Ice
Dec	12	6:24 AM	Dec	13	7:03 AM	Ice
Dec	24	8:00 AM	Dec	26	7:30 AM	Ice
Jan	15	8:30 PM	Jan	16	1:45 PM	Snow
Feb	15	8:00 AM	Feb	17	9:30 AM	Snow

**2. Spring Load Restrictions [Strategic Plan Goal No. 2 (a)]**

In keeping with the County's By-law pertaining to spring load restrictions, such restrictions may be imposed commencing February 1 and extend to May 31. The County placed advertisements in the local newspapers and provided notifications to the local municipalities to advise the public and commercial haulers that spring load restrictions will be in effect commencing March 15, 2021.

**3. Quotations and Tenders [Strategic Plan Goal No. 2 (a) and 3 (b)]**

- (a) A letter was circulated to the local municipal staff advising them of the planned tenders and requesting that if they would like to participate to provide a response to the questionnaire included as part of the letter by Friday, February 12, 2021. The tenders included in the circulation and balance of the tenders that form part of the approved budget will be released from the Operations Division starting in early March. Eight municipalities expressed an interest to be included in various tenders by the deadline and one response was received late. Staff was able to include in the tender program. The tenders included in the circulation and balance of the tenders that form part of the approved budget will be released from the Operations Division starting in early March.
- (b) A request for quotation for the rental of equipment was issued with a closing date of March 4, 2021. In response to this request for quotation a total of 23 suppliers interested in providing rentals were received. Staff are currently reviewing requirements of equipment for the 2021 construction season.