



OPERATIONS COMMITTEE
Tuesday, March 16, 2021 – 9:30 a.m.

AGENDA

1. Call to order.
2. Roll call.
3. Disclosure of pecuniary interest and general nature thereof.
4. Adoption of minutes of previous meeting held on February 9, 2021 (attached).
5. Delegations:
 - (a) 9:30 a.m. – Mr. John Steckley, Town of Arnprior to discuss construction of intersection of Edey Street and County Road 2 (Daniel Street).
6. Public Works and Engineering Department Page
 - (a) Department Report 3
 - (b) Infrastructure Division Report 12
 - (c) Operations Division Report 47
7. New Business.
8. Closed Meeting – None at time of mailing.
9. Date of next meeting (Tuesday, April 13, 2021) and adjournment.

NOTE: (a) **County Council: Wednesday, March 31, 2021.**
(b) Submissions received from the public, either orally or in writing may become part of the public record.

Strategic Plan

Strategic Plan Goal # 1: To inform the Federal and Provincial government on our unique needs so that Renfrew County residents get their “fair share”.

Initiatives:

- (a) Create a strategic communications plan
- (b) Identify and advocate for issues important to the County of Renfrew.

Strategic Plan Goal # 2: Fiscal sustainability for the Corporation of the County of Renfrew and its ratepayers.

Initiatives:

- (a) Commitment from Council supporting principles within the Long-Term Financial Plan
- (b) Establish Contingency Plan to respond to provincial and federal financial pressures and opportunities beyond the Long-Term Financial Plan.

Strategic Plan Goal # 3: Find cost savings that demonstrate our leadership while still meeting community needs.

Initiatives:

- (a) Complete community needs assessment
- (b) With identified partners implement plan to optimize service delivery to the benefit of our residents.

Strategic Plan Goal # 4: Position the County of Renfrew so that residents benefit from advances in technology, to ensure that residents and staff have fair, affordable and reasonable access to technology.

Initiatives

- (a) Ensure that the County of Renfrew is top of the list for Eastern Ontario Regional Network funding for mobile broadband
- (b) Lobby for secure and consistent radio systems for first responders and government
- (c) Put a County of Renfrew technology strategy in place.

COUNTY OF RENFREW

PUBLIC WORKS AND ENGINEERING DEPARTMENT REPORT

TO: Operations Committee

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

DATE: March 16, 2021

SUBJECT: Department Report

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**

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

Acknowledgment and agreement to the conditions outlined within this letter:

Corporation of the Township
of Greater Madawaska

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

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 ³	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 ²	19.5	\$30.00	\$585.00
11	Full-Depth Asphalt Removal	m ²	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 ²	876	\$40.00	\$35,040.00
22	Remove / Salvage interlock stone	m ²	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 ²	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 ²	597	\$65.00	\$38,805.00
40	Concrete Sidewalk (1.5m)	m ²	278	\$65.00	\$18,070.00
41	MUP / Cycle Track	m ²	773	\$35.00	\$27,055.00
42	Bollards	each	2	\$500.00	\$1,000.00
43	Granular Driveway	m ²	150	\$25.00	\$3,750.00
44	Asphalt Driveway	m ²	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 ²	800	\$30.00	\$24,000.00
55	Seed and Mulch	m ²	800	\$5.00	\$4,000.00
56	Sodding	m ²	800	\$10.00	\$8,000.00
Construction Sub-Total					\$2,633,600.00
Contingency 20%					\$526,720.00
Engineering 20%					\$526,720.00
TOTAL					\$3,687,040.00

**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 ³	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 ²	12.5	\$30.00	\$375.00
10	Full-Depth Asphalt Removal	m ²	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 ²	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 ²	875	\$65.00	\$56,875.00
41	Concrete Sidewalk (1.5m)	m ²	585	\$65.00	\$38,025.00
42	MUP / Cycle Track	m ²	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 ²	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 ²	3000	\$30.00	\$90,000.00
54	Seed and Mulch	m ²	3000	\$5.00	\$15,000.00
55	Sodding	m ²	3000	\$10.00	\$30,000.00
Construction Sub-Total					\$3,142,800.00
Contingency 20%					\$628,560.00
Engineering 20%					\$628,560.00
TOTAL					\$4,399,920.00

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.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

Appendix IN-III

SCHEDULE			
PART	LOT	CONCESSION	AREA (HA)
1		PT 37128 - 0124 0.7	1.236
2	PT 21	2	PT 37128 - 0125 0.7
3		PT 37128 - 0125 0.7	0.59 56.4

PLAN 49R - 19700
RECEIVED AND DEPOSITED
February 02 1991
(0016)
City of Kelowna
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: JANUARY 29, 2021
Adam Kasprzak
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
0 10 20 30 40 50 60 70 80 90 100 METRES

ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:
BEARINGS ARE UTM GRID DERIVED FROM OBSERVATIONS ON MONUMENTS
1 & 8, HAVING A BEARING OF 119°15'07"N, UTM ZONE 18, 17°
WEST LONGITUDE) NAD 83 (CSRS), AS SHOWN ON PLAN 49R-17568.

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 0.99994.

NOTE:
SSB PLANTED DUE TO INSUFFICIENT OVERBURDEN.

INTEGRATION DATA:
OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS
INFORMATION AS SHOWN ON PLAN 49R-17568,
UTM ZONE 18 NAD83 (CSRS).

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

COORDINATE VALUES TO BURNAL ACCURACY PER
SEC. 14 (1) OF O. REG. 215/15 AND CHANGE, IN
THEMSELVES, BE USED TO RE-ESTABLISH CORNERS
OR BOUNDARIES SHOWN ON THIS PLAN.

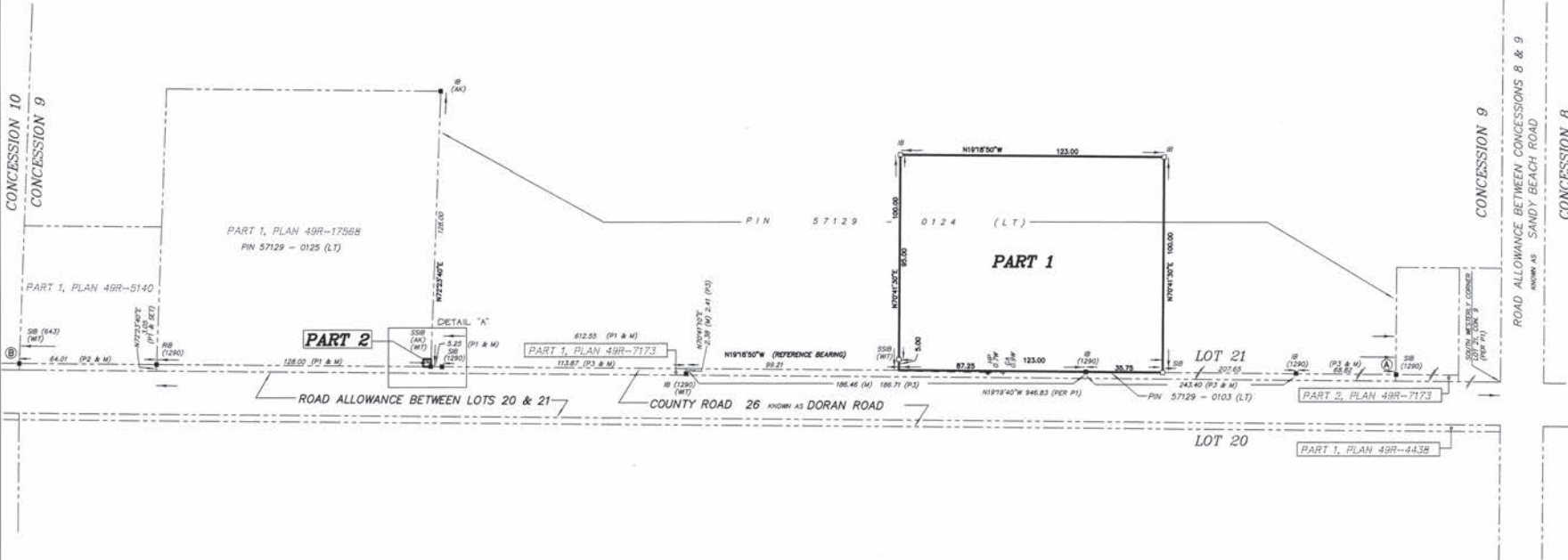
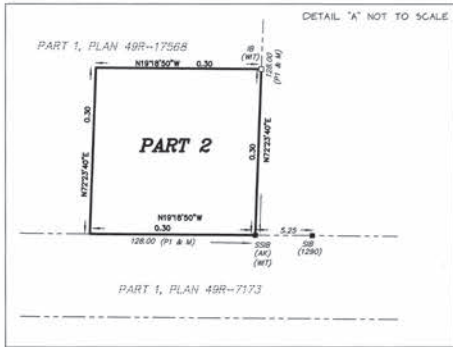
CONCESSION 9
ROAD ALLOWANCE BETWEEN CONCESSIONS 8 & 9
SANDY BEACH ROAD
KNOWN AS
CONCESSION 8

PLAN 49R-7173
PLAN 49R-4438

LEGEND
B = IRON BAR
SSB = STANDARD IRON BAR
SSB = SHORT STANDARD IRON BAR
M = MORTAR MOUND
D = MORTAR DIRT
R = ROUNDED IRON BAR
W = WITNESS
O = ORIGIN UNKNOWN
O = O. TAYLOR, G.L.S. (1290)
O = D.W. PATTERSON, G.L.S. (1290)
A = ADAM KASPRZAK SURVEYING LTD.
P = PLAN 49R-17568
P = PLAN 49R-5140
P = PLAN 49R-7173
P = PLAN 49R-7173
HYDRO P.O.L.
N = NORTH, S = SOUTH, E = EAST, W = WEST

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
WITH THE SURVEY ACT, THE CONVEYANCE ACT, THE LAND TITLES
ACT AND THE REGULATIONS MADE UNDER THEM;
2. THE SURVEY WAS COMPLETED ON THE 8th DAY OF
JANUARY, 2021.
DATE: JANUARY 29, 2021
Adam Kasprzak
ADAM KASPRZAK
ONTARIO LAND SURVEYOR

AK ADAM KASPRZAK SURVEYING LTD.
ONTARIO LAND SURVEYORS
452 PEMBRIDGE ST. W., P.O. BOX 452
PEMBROKE, ONTARIO K8A 6X7
PHONE: (613) 735-0764
SCALE: 1 : 1000
FILE No.:
REF: 21-0002 B



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



Applicants Lands

Lands to be
added to

DORAN RD

26
COUNTY

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.

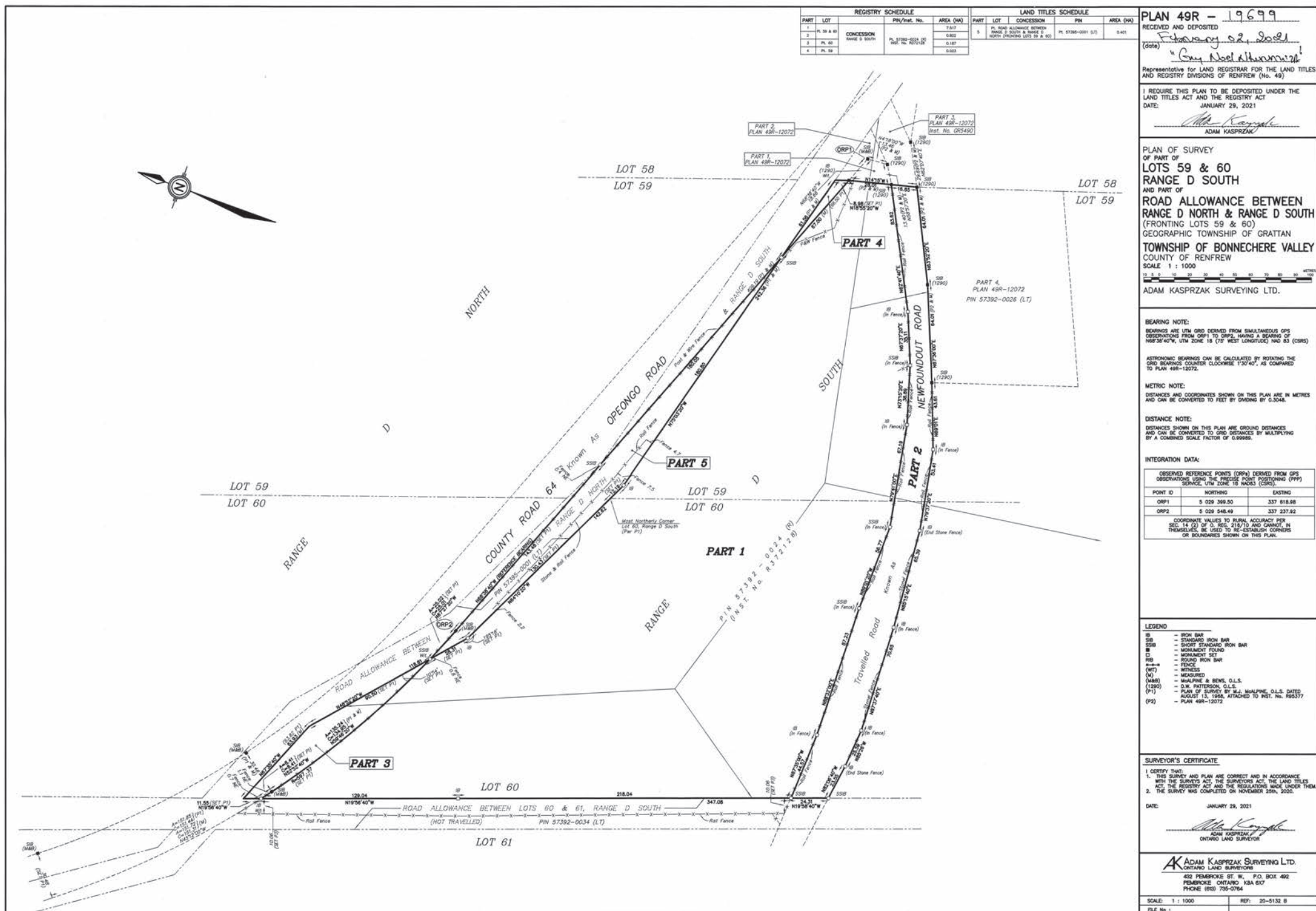
READ a first time this 31st day of March, 2021.

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

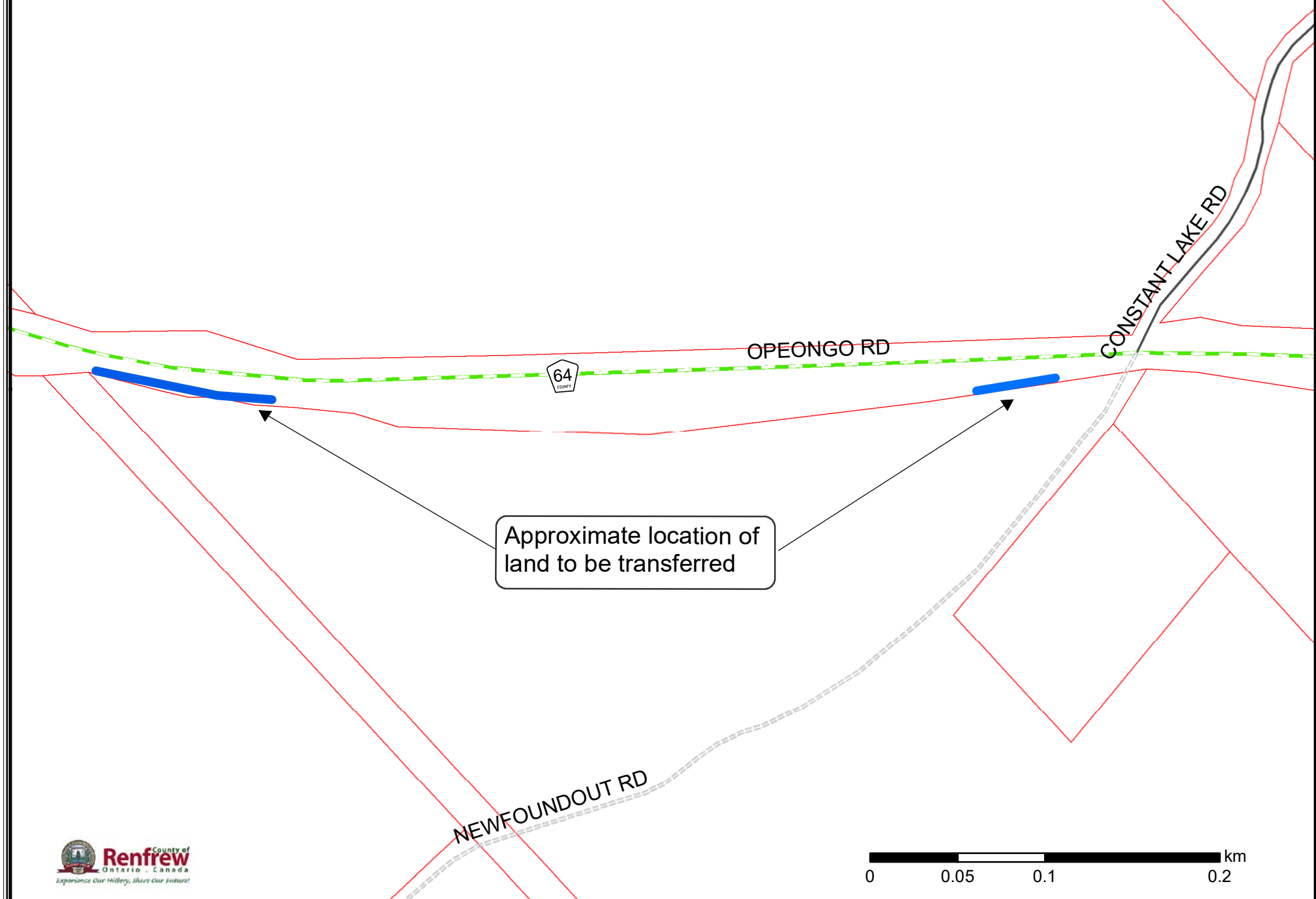
READ a third time and finally passed this 31st day of March, 2021.

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.

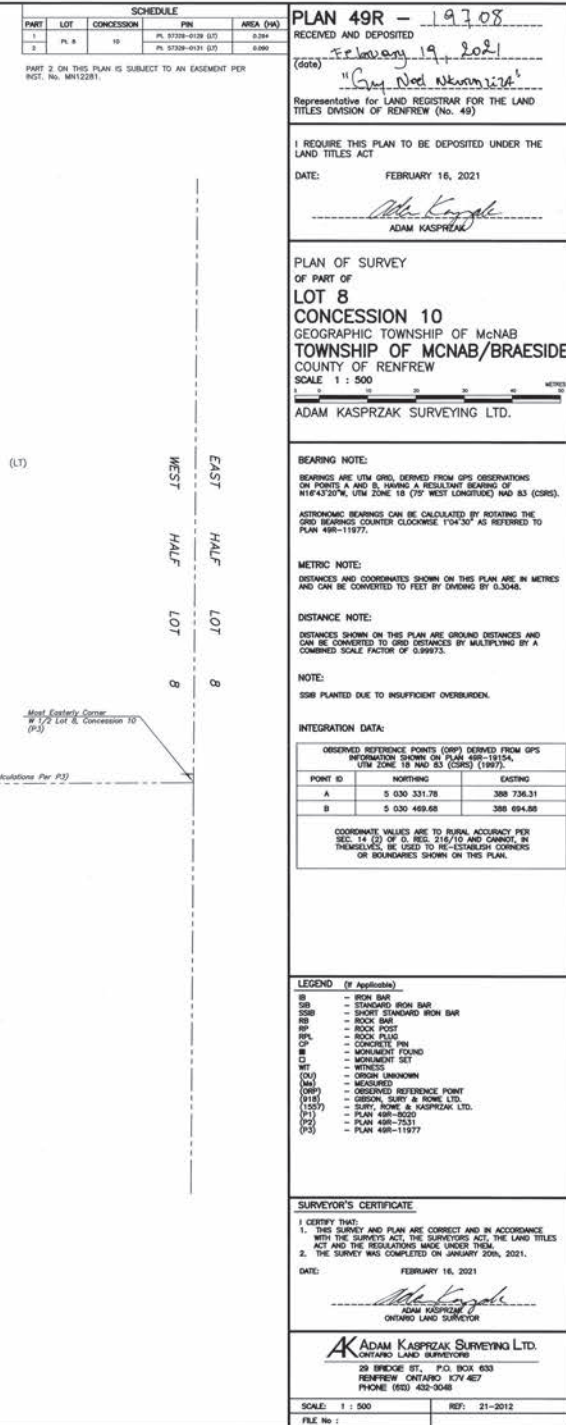
READ a first time this 31st day of March, 2021.

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

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

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK



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, 18th 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

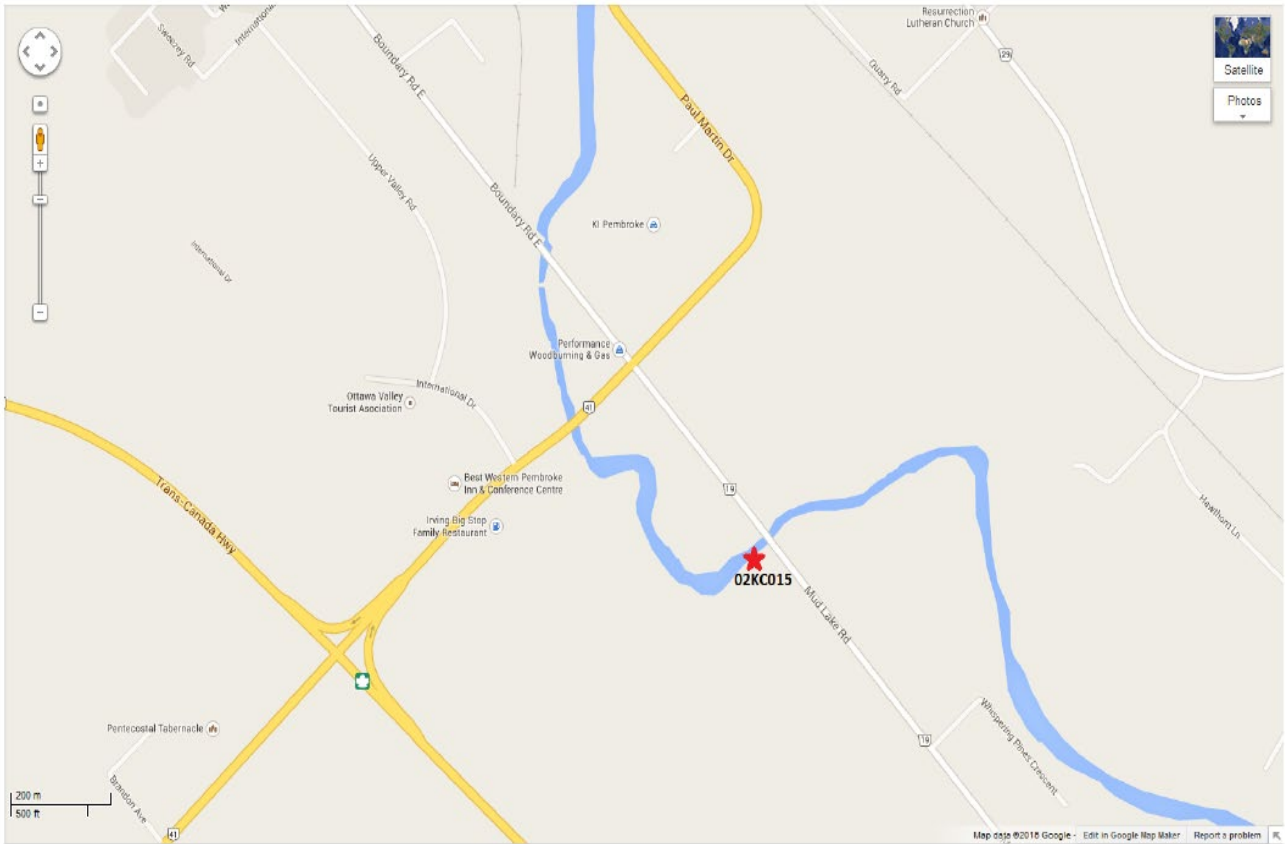
Melanie Peris
Director, Real Property Management Division
Asset, Real Property and Security Directorate
Corporate Services and Finance Branch

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
Totals	55	26	64	10	17	14,577.6	5,256.8	Petawawa Bancroft	138.0 274.5

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.