



OPERATIONS COMMITTEE

Wednesday, June 28, 2023

A special meeting of the Operations Committee was held on Wednesday, June 28, 2023, at 9:00 a.m., at the County of Renfrew Administration Office, 9 International Drive, Pembroke, Ontario.

Present were: Chair Glenn Doncaster
 Warden Peter Emon
 Vice-Chair David Bennett
 Councillor Daniel Lynch
 Councillor Mark MacKenzie
 Councillor Keith Watt
 Councillor Mark Willmer

And Others: Councillor James Brose
 Councillor Michael Donohue
 Councillor Valerie Jahn
 Councillor Jennifer Murphy
 Councillor Neil Nicholson
 Councillor Robert Weir

Staff Present: Craig Kelley, Chief Administrative Officer/Clerk
 Lee Perkins, Director of Public Works and Engineering
 Michael Blackmore, Director of Long-Term Care
 Jason Davis, Director of Development and Property
 Jeffrey Foss, Director of Corporate Services
 Laura LePine, Director of Community Services
 Richard Bolduc, Manager of Operations
 Taylor Hanrath, Manager of Infrastructure
 Rosalyn Gruntz, Deputy Clerk
 Tina Peplinskie, Media Relations and Social Media Coordinator
 Evelyn VanStarkenbug, Administrative Assistant

Vice-Chair Bennett called the meeting to order at 9:15 a.m. The land acknowledgement identifying that the meeting was being held on the traditional territory of the Algonquin People was recited. The roll was called, and no pecuniary interests were disclosed.

Chair Doncaster entered the meeting at 9:16 a.m. and requested that Vice-Chair Bennett continue to preside over the meeting.

Public Works and Engineering

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

RESOLUTION NO. OP-C-23-06-88

Moved by Warden Emon

Seconded by Councillor Lynch

THAT the Operations Committee recommends that County Council adopt a By-law to enter into a Cost Share Agreement with the Town of Arnprior for the County Road 2 (Daniel Street), Edey Street and Galvin Street intersection realignment. CARRIED.

Infrastructure Division

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

RESOLUTION NO. OP-C-23-06-89

Moved by Councillor Watt

Seconded by Councillor Lynch

THAT the Operations Committee approves that Design Contract PWC-2022-30 be amended, as per proposal submitted by Tatham Engineering, Ottawa, Ontario, to include Contract Administration and Construction Supervision services in the amount of \$125,500, plus applicable taxes. CARRIED.

RESOLUTION NO. OP-C-23-06-90

Moved by Warden Emon

Seconded by Councillor MacKenzie

THAT the Operations Committee recommends to County Council that Construction Contract PWC-2023-30 as submitted by R.G.T. Clouthier Construction Ltd., Pembroke, Ontario for the reconstruction of County Road 30 (Lake Dore Road) from Highway 60 to Sperberg Road, Township of North Algona Wilberforce in the amount of \$2,914,330 plus applicable taxes be approved; AND FURTHER THAT County Council pass a By-law to Authorize Execution of the Contract. CARRIED.

RESOLUTION NO. OP-C-23-06-91

Moved by Warden Emon

Seconded by Councillor Willmer

THAT the Operations Committee recommends to County Council that Contract PWC-2023-48 as submitted by BT Engineering Incorporated, Ottawa, Ontario for Contract Administration and Construction Supervision services during reconstruction of County Road 512 (Foymount Road), Township of Bonnechere Valley, in the amount of \$316,647.80 plus applicable taxes be approved; AND FURTHER THAT a By-law authorizing that the services through a Professional Services Agreement be executed. CARRIED.

RESOLUTION NO. OP-C-23-06-92

Moved by Councillor Willmer

Seconded by Councillor Lynch

THAT the Operations Committee recommends to County Council that a By-law be passed to acquire the property described as part of Lot 22, Concession 13, Part 6 on Plan 49R-20186 in the geographic Township of Sebastopol, Township of Bonnechere Valley from Sean Rombough for the sum of Seven Thousand Eight Hundred Dollars (\$7,800); AND FURTHER THAT the property described be dedicated as part of the public highway upon registration of the transfer documents. CARRIED.

Operations Division

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

RESOLUTION NO. OP-C-23-06-93

Moved by Councillor MacKenzie

Seconded by Councillor Watt

THAT the Operations Committee recommends that PWC-2023-18 as submitted by Greenwood Paving (Pembroke) Ltd., Pembroke, Ontario for the hot mix asphalt culvert paving on County Road 42 (Forest Lea Road), from Highway 17 to County Road 51, Pembroke Street West, Township of Laurentian Valley in the amount of \$107,648.75 plus applicable taxes; AND FURTHER THAT a Form of Agreement to approve the contract be executed. CARRIED.

RESOLUTION NO. OP-C-23-06-94

Moved by Councillor Watt

Seconded by Councillor Lynch

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

RESOLUTION NO. OP-C-23-06-95

Moved by Warden Emon

Seconded by Councillor Willmer

THAT this meeting adjourn and the next regular meeting be held on August 15, 2023. Time: 9:32 a.m. CARRIED.

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: June 28, 2023
SUBJECT: Department Report

BY-LAWS

1. **Cost Share Agreement with Town of Arnprior**

Recommendation: THAT the Operations Committee recommends that County Council adopt a By-law to enter into a Cost Share Agreement with the Town of Arnprior for the County Road 2 (Daniel Street), Edey Street and Galvin Street intersection realignment.

Background

During the 2023 Budget Workshop, County Road 2 (Daniel Street), Edey Street and Galvin Street intersection realignment was approved. Staff has completed the Agreement which will see the County of Renfrew contribute \$684,356.96 excluding applicable taxes to this project (as budgeted). This project is being led and managed by the Town of Arnprior.

2. **Infrastructure Division**

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

3. **Operations Division**

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

COUNTY OF RENFREW

BY-LAW NUMBER 96-23

A BY-LAW AUTHORIZING THE COUNTY OF RENFREW TO ENTER INTO AN AGREEMENT WITH THE TOWN OF ARNPRIOR FOR SHARING OF COSTS FOR THE REALIGNMENT AND RECONSTRUCTION OF COUNTY ROAD 2 (DANIEL STREET) AT EDEY STREET/GALVIN STREET INTERSECTION IN THE TOWN OF ARNPRIOR

WHEREAS the Municipal Act, 2001, S.O. 2001 c.25 as amended, authorizes Council to enter into agreements;

AND WHEREAS it is deemed desirable to enter into an agreement between the County of Renfrew and the Town of Arnprior for the purpose of undertaking a joint project for the realignment and reconstruction of County Road 2 (Daniel Street) at Edey Street/Galvin Street Intersection in the Town of Arnprior.

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

1. THAT the Agreement marked as Schedule "I" attached to and made part of this By-law is hereby approved and deemed an agreement between the Corporation of the County of Renfrew and the Town of Arnprior.
2. THAT the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this By-law.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

Schedule I

THIS AGREEMENT FOR THE REALIGNMENT AND RECONSTRUCTION OF THE COUNTY ROAD 2 (DANIEL STREET) AT EDEY STREET / GALVIN STREET INTERSECTION, made this 2nd day of June, 2023.

B E T W E E N:

THE CORPORATION OF THE TOWN OF ARNPRIOR
(hereinafter called the "Town")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF RENFREW
(hereinafter called the "County")

PARTY OF THE SECOND PART

WHEREAS the County is an upper tier municipality with control and jurisdiction of County Road 2, Daniel Street, an upper tier highway as set out in the Municipal Act;

AND WHEREAS the Town is a lower tier municipality with control and jurisdiction of the adjacent local road system (Edey Street and Galvin Street), sidewalks, and the underground water and sanitary sewer (the "Town Infrastructure Systems") located within the Daniel Street road allowance in accordance with the provisions of the Municipal Act;

AND WHEREAS the County, having control and jurisdiction of Daniel Street, operates and maintains the intersection and traffic control signals at the intersection of Daniel Street and Edey Street;

AND WHEREAS the Town intends to carry out work at the intersection of Daniel Street and Edey Street, including the realignment of the configuration of the intersection of Daniel Street and Edey Street to incorporate the local road Galvin Street within the controlled intersection to provide operational and safety improvements, and the removal, alteration, replacement, and construction of the Town Infrastructure Systems (the "Project");

AND WHEREAS the County planned to mill the asphalt on Daniel Street and carry out some minor concrete curb replacements (the "County Works"), which County Works would ordinarily be carried out after the completion of the Project by the Town;

AND WHEREAS the County and the Town deem it mutually beneficial to the parties that the County Works and the Project be considered as a single undertaking under the control of the Town;

AND WHEREAS the County has the sum of SIX HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED AND FIFTY-SIX DOLLARS AND NINETY-SIX CENTS (\$684,356.96) excluding HST (the "County Funds") available to fund the County Works;

AND WHEREAS the parties have agreed that the maximum amount which the County will be responsible to pay for the County Works is the amount identified as the County Funds;

AND WHEREAS the County is prepared to pay the Town, on a one-time basis, the County Funds, for the completion of the County Works;

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

1.0 General Principles and Payment Terms

1. The County shall pay the County Funds to the Town, which amount is the maximum amount to be paid by the County in consideration of the Town completing the County Works as part of the Project.
2. The County agrees that it shall deliver 90% of the County Funds, being the sum of \$615,921.26, exclusive of HST to the Town within 30 days of the execution of this Agreement. It is understood and agreed by the parties that the amount paid by the County to the Town shall be used for the sole and express purpose of paying for the services and materials supplied for the completion of the County Works as part of the Project.
3. The final ten (10%) percent of the County Funds, being the sum of \$68,435.69, exclusive of HST shall be paid to the Town within 30 days from the date of the publication of the Certificate of Substantial Performance.
4. The payment by the County to the Town of the County Funds on account of the County Works shall not and does not create any obligation on the County to make any further payments to the Town on account of the Project or the County Works. By way of this Agreement, the Town and the County agree that no further payment from the County will

be requested by the Town in respect of the County Works or the Project.

5. For greater certainty, the Town hereby accepts and acknowledges that it shall bear the sole and entire risk of all cost overruns and additional costs, including all unforeseen or unanticipated costs, which may be incurred in the performance of the County Works and the Project. The Town further agrees that it shall not have any right of indemnity or claim against the County for any cost overruns, or additional costs, regardless of whether or not those costs could not have been reasonably anticipated or foreseen at the time of entering into this Agreement.
6. The Town shall keep and maintain records, invoices and other documents evidencing the use to which the County Funds is put by the Town.
7. The Town agrees to complete the County Works in accordance with the terms set out in the within Agreement.
8. The Town will be solely and absolutely responsible for the payment of all accounts and invoices for the completion of the work on the Project.
9. The parties agree that the terms of this Agreement are not intended to, and do not change or modify the respective obligations of the Town and the County to operate, maintain and repair the infrastructure identified in the recital paragraphs as being within the control and jurisdiction of each of the Town and the County.
10. The Town and the County agree and acknowledge that the County, by entering into this Agreement, and providing the funding described herein, is not, and is not intended to be an agent, joint venturer or partner of the Town in respect of the Project. No representations shall be made or acts taken by the Town which would tend to establish or imply any apparent relationship of joint venture, partnership or agency with the County and the County shall not be bound in any manner whatsoever by any agreements, warranties or representations made by or entered into by the Town to or with any other person or corporation nor with respect to any other action of the Town.
11. The Town shall not identify, name, or include the County as a party to any of the contracts entered into for the completion of the Reconstruction Project.

2.0 Design, Construction and Administration of Contracts

1. The Town shall be solely responsible for the tendering, design, construction, and commissioning activities associated with the scope of work included in the Project.

2. The Town will be the proponent for the Project and will be responsible to enter into the contract with the successful bidder and shall be the “Owner” as defined in the *Construction Act* and as may be defined in contract documents as required for the design and tendering of the work required for the Project.
3. The Town will retain the necessary Professional Engineering resources to undertaking the required design, contract administration and commissioning required to complete the Project. The Town hereby specifically waives and releases the County from any costs, liability or claims which may arise or be incurred as a result of the Town’s retainer of the necessary Professional Engineering resources for the Project.
4. The Town shall ensure that the design, construction and commissioning of the Project complies with the provisions of any applicable statute, regulation or other legal requirement. The Town hereby specifically waives and releases the County from any costs, liability or claims which may arise or be incurred as a result of the Town’s obligations to comply with the applicable statutes, regulations or other legal requirements to be met for the Project.

2.0 Indemnification

1. Indemnification: Notwithstanding any other provision in this Agreement, the Town acknowledges and agrees that it shall indemnify, defend and hold the County, its employees, agents and representatives harmless from and against all claims, losses, damages, costs, expenses, actions and other proceedings related to this Agreement made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner by third parties based upon, occasioned by, attributable to, or arising from:
 - a. any claim or proceeding related to the County Works, the Project or this Agreement;
 - b. any willful or negligent act, omission or delay, on the part of the Town, its employees, agents or representatives acting on its behalf;
 - c. any statutory offence committed by the Town, its employees, agents or representatives acting on its behalf;
 - d. any breach of privacy or confidentiality by the Town, its employees, agents or representatives acting on its behalf; or
 - e. any default by the Town, its employees, agents or representatives acting on its

behalf, in the performance of any of its duties or obligations related to the County Works, the Project or this Agreement;

except to the extent caused by the intentional misconduct or fraud of the County, its employees, agents and representatives.

2. This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.
3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which all together shall constitute one and the same instrument.

SIGNED, SEALED AND DELIVERED

In the presence of:

) **THE CORPORATION OF THE TOWN**
) **OF ARNPRIOR**

)
)
)

_____)

Per:

) Name: Robin Paquette

) Title: CAO

)

) **THE CORPORATION OF THE COUNTY**
) **OF RENFREW**

)

)

) Per: _____)

Name: Peter Emon

) Title: Warden

)

)

) Per: _____)

Name: Craig Kelley

) Title: Clerk

INFRASTRUCTURE DIVISION REPORT

Prepared By: Taylor Hanrath, Manager of Infrastructure

Prepared for: Operations Committee

June 28, 2023

RESOLUTIONS**1. Contract Administration for Reconstruction of County Road 30 (Lake Dore Road)**

Recommendation: THAT the Operations Committee approves that Design Contract PWC-2022-30 be amended, as per proposal submitted by Tatham Engineering, Ottawa, Ontario, to include Contract Administration and Construction Supervision services in the amount of \$125,500, plus applicable taxes.

Background

Tatham Engineering has completed the design for the reconstruction of County Road 30 (Lake Dore Road), and the construction contract has been recommended for award. As the construction schedule has now been established, County staff requested that Tatham Engineering submit a brief proposal for Contract Administration and Construction Supervision services. Tatham Engineering provided a proposal for these services in the amount of \$125,500 plus applicable taxes, which is in alignment with initial estimations for the project.

A non-competitive award is recommended to Tatham Engineering as their firm has first-hand knowledge of the design and would need to be consulted on any design changes during construction. Additionally, the proposed cost is considered competitive given the complexity of the project. This recommendation adheres to Corporate Policy GA-01 Procurement of Goods and Services.

Financial Implications

The total cost of the Contract Administration and Construction Supervision services is \$125,500 plus applicable taxes. Staff confirm that there are sufficient funds in the previously presented overage for the overall County Road 30 (Lake Dore Road) Reconstruction project to complete these services as proposed.

BY-LAWS**2. PWC-2023-30 Reconstruction of County Road 30 (Lake Dore Road)**

Recommendation: THAT the Operations Committee recommends to County Council that Construction Contract PWC-2023-30 as submitted by R.G.T. Clouthier Construction Ltd., Pembroke, Ontario for the reconstruction of County Road 30 (Lake Dore Road) from Highway 60 to Sperberg Road, Township of North Algona Wilberforce in the amount of \$2,914,330 plus

applicable taxes be approved; AND FURTHER THAT County Council pass a By-law to Authorize Execution of the Contract.

Background

Tenders were requested for the reconstruction of County Road 30 (Lake Dore Road) from Highway 60 to Sperberg Road, a distance of 3.04 km, Township of North Algona Wilberforce and the results received are as follows:

- | | |
|--|----------------|
| 1. R.G.T. Clouthier Construction Ltd., Pembroke, Ontario | \$2,914,330.00 |
| 2. Bonnechere Excavating Inc., Renfrew, Ontario | 3,337,549.88 |
| 3. Greenwood Paving (Pembroke) Ltd., Pembroke, Ontario | 4,271,157.25 |
- All amounts exclude applicable taxes

Financial Implications

The 2023 Capital Budget allocation for County Road 30 (Lake Dore Road) is \$2,529,548. A comparison of the 2023 budget and projected costs is provided in the following table:

County Road 30 (Lake Dore Road)	2023 Budget	Low Tender	
		Projected	Variance Over/(Under)
Construction – Tender	2,050,000.00	2,914,330.00	864,330.00
Engineering – Design/Tendering	70,000.00	70,000.00	-
Project Administration and Construction Supervision	150,000.00	125,500.00	(24,500.00)
Material Testing (Allowance)	15,000.00	15,000.00	-
Contingency	205,277.00	145,716.50	(59,560.50)
Applicable Taxes	39,271.00	53,800.06	14,529.06
Total	2,529,548.00	3,324,346.56	794,798.56

*Projected costs are based on Tender results, internal costs, and line painting

Staff confirm that there are sufficient funds in the 2023 Capital Budget for the completion of this project as tendered. Procurement for this tender followed the processes set out in Corporate Policy GA-01 Procurement of Goods and Services.

3. Contract Administration for Reconstruction of County Road 512 (Foymount Road)

Recommendation: THAT the Operations Committee recommends to County Council that Contract PWC-2023-48 as submitted by BT Engineering Incorporated, Ottawa, Ontario for Contract Administration and Construction Supervision services during reconstruction of County Road 512 (Foymount Road), Township of Bonnechere Valley, in the amount of \$316,647.80 plus applicable taxes be approved; AND FURTHER THAT a By-law authorizing that the services through a Professional Services Agreement be executed.

Background

BT Engineering Incorporated (BTE) has completed the design for the reconstruction of County Road 512 (Foymount Road), and the construction contract has been recommended for award. As the construction schedule has now been established, County staff requested that BT Engineering Incorporated submit a brief proposal for Contract Administration and Construction Supervision services. The Consultant provided a proposal in the amount of \$316,647.80 plus applicable taxes, which is in alignment with the initial estimate for the project being split over two years.

A non-competitive award is recommended to BT Engineering Incorporated as their firm has first-hand knowledge of the design and would need to be consulted on any design changes during construction. Additionally, the proposed cost is considered competitive given the complexity of the project. This recommendation adheres to Corporate Policy GA-01 Procurement of Goods and Services.

Financial Implications

The total cost of the Contract Administration and Construction Supervision services is \$316,647.80 plus applicable taxes. Staff confirm that there are sufficient funds in the previously presented overage for the overall County Road 512 (Foymount Road) reconstruction project to complete these services as proposed.

4. County Road 512 (Foymount Road) Road Widening

Recommendation: THAT the Operations Committee recommends to County Council that a By-law be passed to acquire the property described as part of Lot 22, Concession 13, Part 6 on Plan 49R-20186 in the geographic Township of Sebastopol, Township of Bonnechere Valley from Sean Rombough for the sum of Seven Thousand Eight Hundred Dollars (\$7,800); AND FURTHER THAT the property described be dedicated as part of the public highway upon registration of the transfer documents.

Background

In support of the reconstruction of County Road 512 (Foymount Road), the County entered into an Option to Purchase Agreement with this property owner following the finalization of their property purchase within the project limits. The road widening land to be transferred is identified as part of Lot 22, Concession 13 in the geographic Township of Sebastopol, Township of Bonnechere Valley, as identified on Appendix IN-I.

COUNTY OF RENFREW

BY-LAW NUMBER 97-23

**A BY-LAW FOR THE EXECUTION OF CONTRACT PWC-2023-30
RECONSTRUCTION OF COUNTY ROAD 30 (LAKE DORE ROAD)**

WHEREAS under Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the Municipal Corporation of the County of Renfrew has the authority to pass by-laws to enter into contracts to construct and maintain County Roads and Bridges;

AND WHEREAS public tenders were requested for the reconstruction of County Road 30 (Lake Dore Road) from Highway 60 to Sperberg Road, Township of North Algona Wilberforce under Contract PWC-2023-30 in accordance with County of Renfrew Corporate Policy GA-01 Procurement of Goods and Services;

AND WHEREAS the tender submitted by R.G.T. Clouthier Construction Ltd., Pembroke, Ontario, for reconstruction was reviewed and accepted by the Operations Committee.

NOW THEREFORE the Council for the Corporation of the County of Renfrew hereby enacts:

1. THAT the Council of the County of Renfrew approve of the awarding of Contract PWC-2023-30 for the reconstruction of County Road 30 (Lake Dore Road) from Highway 60 to Sperberg Road, Township of North Algona Wilberforce as submitted by R.G.T. Clouthier Construction Ltd., Pembroke, Ontario in the amount of \$2,914,330 plus applicable taxes.
2. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said contract.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER 100-23

**A BY-LAW FOR THE EXECUTION OF CONTRACT ADMINISTRATION
FOR RECONSTRUCTION OF COUNTY ROAD 512 (FOYMOUNT ROAD)**

WHEREAS under Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the Council of the Corporation of the County of Renfrew has the authority to pass by-laws to enter into contracts to construct and maintain County Roads and Bridges;

AND WHEREAS Request for Proposals were requested for the Contract Administration and Construction Supervision services for the reconstruction of County Road 512 (Foymount Road), Township of Bonnechere Valley in accordance with County of Renfrew Corporate Policy GA-01 Procurement of Goods and Services;

AND WHEREAS the proposal submitted by BT Engineering Incorporated, Ottawa, Ontario was reviewed and accepted by the Operations Committee.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts:

1. THAT the Council of the Corporation of the County of Renfrew approve of the awarding Contract Administration and Construction Supervision services for the reconstruction of County Road 512 (Foymount Road), Township of Bonnechere Valley as submitted by BT Engineering Incorporated, Ottawa, Ontario in the amount of \$316,647.80 plus applicable taxes.
2. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said contract.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER 101-23

A BY-LAW TO ACQUIRE LAND COUNTY ROAD 512 (FOYMOUNT 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 described as part of Lot 22, Concession 13, Part 6 on Plan 49R-20186, in the geographic Township of Sebastopol, Township of Bonnechere Valley, from Sean Rombough for the sum of Seven Thousand, Eight Hundred Dollars (\$7,800).
2. THAT the lands are hereby dedicated as part of the highway namely County Road 512 (Foymount 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 28th day of June, 2023.

READ a second time this 28th day of June, 2023.

READ a third time and finally passed this 28th day of June, 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

OPERATIONS DIVISION REPORT

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

Prepared for: Operations Committee

June 28, 2023

RESOLUTIONS**1. PWC-2023-18 County Road 42 (Forest Lea Road) Hot Mix Asphalt Culvert Paving**

Recommendation: THAT the Operations Committee recommends that PWC-2023-18 as submitted by Greenwood Paving (Pembroke) Ltd., Pembroke, Ontario for the hot mix asphalt culvert paving on County Road 42 (Forest Lea Road), from Highway 17 to County Road 51, Pembroke Street West, Township of Laurentian Valley in the amount of \$107,648.75 plus applicable taxes; AND FURTHER THAT a Form of Agreement to approve the contract be executed.

Background

Tenders were requested for the hot mix asphalt culvert paving on County Road 42 (Forest Lea Road), from Highway 17 to County Road 51, Pembroke Street West, Township of Laurentian Valley and the results received are as follows:

1. Greenwood Paving (Pembroke) Ltd., Pembroke, Ontario	\$107,648.75
2. McCrea Excavation Ltd., Pembroke, Ontario	122,140.00
3. Bonnechere Excavating Inc., Renfrew, Ontario	170,950.00

All amounts exclude applicable taxes.

Staff confirm that there are sufficient funds in the 2023 Capital Budget for the completion of this project as tendered. Procurement for this tender followed the processes set out in Corporate Policy GA-01 Procurement of Goods and Services.