







Operations Committee

Monday, September 9, 2024 at 1:00 PM

Council Chambers

Agenda

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|--|---------|
| 1. Call to Order | |
| 2. Land Acknowledgement | |
| 3. Roll Call | |
| 4. Disclosure of Pecuniary Interest and General Nature Thereof | |
| 5. Adoption of the Open Minutes - August 13, 2024 | 5 - 10 |
| Operations Committee - Aug 13 2024 - Minutes - Html  | |
| Recommendation: THAT the minutes of the August 13, 2024, meeting be approved. | |
| 6. Adoption of the Closed Minutes - August 13, 2024 | |
| Recommendation: THAT the closed minutes of the August 13, 2024, meeting be approved. | |
| 7. Delegations - None at time of mailing | |
| 8. Public Works and Engineering Department Report | |
| Director's Report | |
| a. Director of Public Works and Engineering Report  | 11 - 16 |
| Monthly Status Report  | |
| 2024 Capital Variance Report  | |

County Road 2 (White Lake Road) 4-Way Stop Flashing Lights

Recommendation: THAT the Operations Committee recommends that staff proceed with the purchase and installation of flashing beacon lights for the stop signs at the intersection of County Road 2 (White Lake Road), County Road 52 (Burnstown Road), Point Road and Bellamy Road in the hamlet of White Lake in the Township of McNab/Braeside and that the cost be shared 50/50 with the Township of McNab/Braeside.











Municipal Housing Infrastructure Program

Recommendation 1: THAT the Operations Committee directs staff to proceed with submitting an application for funding under the \$400 million Housing-Enabling Core Servicing stream for the reconstruction of County Road 51 (Petawawa Boulevard), County 26 (Doran Road), Hilda Street and Mohns Avenue, in the Town of Petawawa.

or,

Recommendation 2: THAT the Operations Committee directs staff to submit an application for funding under the \$400 million Housing-Enabling Core Servicing stream for intersection improvements at the intersection of County Road 10 (Division Street South) and Baskin Drive West, in the Town of Arnprior.

Capital Works Division Report

- b. [Capital Works Division Report](#) 
[KP Lease Draft](#) 
[KP Purchase Agreement](#) 
[Traffic Study Request - Petawawa Blvd](#) 
[By-law 118-24 D - PWC-2024-44 Algonquin Trail](#) 
[PWC-2024-44 - Delegated Authority Award](#) 
[Memorandum of Understanding - CN Rail Line](#) 
[Speed Counts - CR 51 at Pine View Public School](#) 
[By-law B053 Design Planmac](#) 
[By-law MOU CN Trail](#) 

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[By-law CR 37 Road Access Agreement](#) 

[CR 37 Draft Plan](#) 

[CR 37 Shared Access Location Map](#) 

PWC-2024-53 - Engineering Services for the Replacement of B053 (Constant Creek Bridge)

Recommendation: THAT the Operations Committee recommend that County Council approve Contract PWC-2024-53 as submitted by Planmac Engineering Incorporated, Mississauga, Ontario for Engineering Services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3km north of County Road 508 (Calabogie Road), Township of Greater Madawaska, in the amount of \$196,831, plus applicable taxes; AND THAT County Council adopt a By-law to execute the Professional Services Agreement and Purchase Order for the Contract.

CN Trail Memorandum of Understanding

Recommendation: THAT the Operations Committee recommends that County Council adopt a By-law to enter into a Memorandum of Understanding between the County of Renfrew and the Townships of Laurentian Valley and Whitewater Region for the sale of certain properties formerly owned by CN Rail.

County Road 37 (Murphy Road) Road Access Agreement

Recommendation: THAT the Operations Committee recommends to County Council that a Road Access Agreement between 2833868 Ontario Inc., on County Road 37 (Murphy Road), on Part of Lot 18, Concession 7, in the geographic Township of Petawawa, Town of Petawawa, County of Renfrew, be approved; AND THAT County Council adopt a By-law to Authorize Execution of the Road Access Agreement.

Operations Division Report

c. [Operations Division Report](#) 

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9. Approval of the Public Works and Engineering Department Report as a Whole

Recommendation: THAT the Public Works and Engineering

Department Report be approved as presented.

10. New Business

11. Closed Meeting - None at time of mailing

12. Date of next meeting (Tuesday, October 15, 2024) and adjournment

Recommendation: THAT this meeting adjourn and the next regular meeting be held on Tuesday, October 15, 2024.

NOTE:

- County Council: Wednesday, September 25, 2024.
- Submissions received from the public either orally or in writing, may become part of the public record.



Operations Committee

Tuesday, August 13, 2024 at 1:00 PM

Council Chambers

Minutes

Present: Chair Glenn Doncaster, Warden Peter Emon, Councillor Daniel Lynch, Councillor Mark MacKenzie, Councillor Keith Watt, Councillor Mark Willmer

Absent: Councillor David Bennett

Also Present: Craig Kelley, Chief Administrative Officer/Deputy Clerk, Lee Perkins, Director of Public Works and Engineering, Andrea Patrick, Director of Community Services, Daniel Burke, Manager of Finance/Treasurer, Richard Bolduc, Manager of Operations, Taylor Hanrath, Manager of Capital Works, Gwen Dombroski, Clerk, Tina Peplinskie, Media Relations and Social Media Coordinator, Evelyn VanStarkenbug, Administrative Assistant

1. Call to Order

Chair Doncaster called the meeting to order at 1:00 p.m.

2. Land Acknowledgement

The land acknowledgement identifying that the meeting was being held on the traditional territory of the Omàmiwininì People was recited.

3. Roll Call

The roll was called.

4. Disclosure of Pecuniary Interest and General Nature Thereof

No pecuniary interests were disclosed.

5. Adoption of the Open Minutes - June 11, 2024

RESOLUTION NO. OP-C-24-08-81

THAT the minutes of the June 11, 2024, meeting be approved.

Moved by: Keith Watt

Seconded by: Mark MacKenzie

CARRIED

6. Adoption of the Closed Minutes - None

7. Delegations - None

8. Public Works and Engineering Department Report

Director's Report

The Director of Public Works and Engineering overviewed the Director's Report.

RESOLUTION NO. OP-C-24-08-82

THAT the Operations Committee recommends to County Council that a letter of support be sent under the Warden's signature to the Minister of Transportation in support of the request from the Corporation of the Municipality of West Nipissing in regards to the replacement of the Champlain Bridge, located on Highway 17, west of the Town of Sturgeon Falls.

Moved by: Mark Willmer

Seconded by: Daniel Lynch

CARRIED

RESOLUTION NO. OP-C-24-08-83

THAT the Operations Committee directs staff to begin the process of Automated Speed Enforcement on County Roads that meet the Ontario Provincial Government criteria using the Local Authority Services (LAS) provided solution.

Moved by: Mark MacKenzie

Seconded by: Keith Watt

CARRIED

RESOLUTION NO. OP-C-24-08-84

THAT the Operations Committee directs staff to communicate with all lower-tier municipalities, including the City of Pembroke, to request their participation in Automated Speed Enforcement (ASE) on local roads where applicable; AND THAT staff also be directed to communicate with all local Police detachments in order for them to provide their comments on Automated Speed Enforcement (ASE); AND THAT the Finance and Administration Committee be so advised.

Moved by: Mark Willmer

Seconded by: Daniel Lynch

CARRIED

Capital Works Division Report

The Manager of Capital Works overviewed the Capital Works Division Report.

RESOLUTION NO. OP-C-24-08-85

THAT the Operations Committee approves the scope change request to Contract PWC-2022-47, Engineering Services for the Reconstruction of County Structure C201 (Broomes Creek Culvert) and Dam, as submitted by J.L. Richards & Associates Limited, Ottawa, Ontario, for additional engineering services required to widen the structure, roadway, and embankments, in the amount of \$42,255.00, plus applicable taxes; AND THAT an amendment to Contract PWC-2022-47 be executed for the additional services to increase the upset limit of the Contract to \$267,039 plus applicable taxes.

Moved by: Mark MacKenzie

Seconded by: Keith Watt

CARRIED

Operations Division Report

The Manager of Operations overviewed the Operations Division Report.

Committee was advised that the Operations Division is currently working on a policy procedure for identifying hazardous, noxious and invasive weeds.

Under Item 3c., Committee noted that there was a discrepancy in the

submitted amount of the reversible vibratory diesel plate packer and the award amount. The Manager of Operations advised the awarded amount should read \$18,425, and this would be updated in the report.

RESOLUTION NO. OP-C-24-08-86

THAT the Operations Committee recommends to County Council that Contract PWO-2024-09 as submitted by J.R. Brisson Equipment Ltd., Stittsville, Ontario, for the supply and delivery of one vibratory dual drum roller in the amount of \$151,962, plus applicable taxes, be approved; AND THAT County Council adopt a By-law to execute the purchase.

Moved by: Keith Watt

Seconded by: Daniel Lynch

CARRIED

RESOLUTION NO. OP-C-24-08-87

THAT Public Works and Engineering Department Report be approved as presented.

Moved by: Mark MacKenzie

Seconded by: Mark Willmer

CARRIED

9. New Business

Professional Engineers Designation

Congratulations were provided to Taylor Hanrath, Manager of Capital Works on achieving his Professional Engineers designation.

Construction Communication

Councillor Watt reported that the Township of Laurentian Valley has been notified of multiple complaints concerning road projects on County Road 42 (Forest Lea Road) and County Road 19 (Mud Lake Road) regarding dust, loose gravel, poor visibility, and that the active transportation lanes are no longer suitable for bicyclers/pedestrians.

The Manager of Capital Works advised that staff are aware of the concerns and noted the two roads mentioned were a trial using a SAMI surface treatment that takes longer to cure. He noted that cautionary and slower speeds signs were erected advising of loose gravel in the road reconstruction area. In the future, staff will be adding more County of

Renfrew regulatory signs to the project sites. The active transportation lanes will be re-established once the line painting is completed by the contractor.

The Manager noted that staff will improve communication with the local residents for these types of projects and that the current specifications will be updated to reflect a requirement to sweep at the earliest possible timeframe during the curing process.

10. Closed Meeting

RESOLUTION NO. OP-C-24-08-88

THAT pursuant to Section 239 of the Municipal Act, 2001, as amended, the Operations Committee move into a Closed meeting for the purpose of a proposed or pending acquisition or disposition of land by the municipality or local board (County Road 1 Road Widening). Time: 1:44 p.m.

Moved by: Mark Willmer

Seconded by: Keith Watt

CARRIED

RESOLUTION NO. OP-C-24-08-90

THAT the Operations Committee resume as an open meeting. Time: 1:50 p.m.

Moved by: Mark Willmer

Seconded by: Keith Watt

CARRIED

11. Date of next meeting (Monday, September 9, 2024) and adjournment

RESOLUTION NO. OP-C-24-08-91

THAT this meeting adjourn and the next regular meeting be held on Monday, September 9, 2024. Time: 1:52 p.m.

Moved by: Mark MacKenzie

Seconded by: Warden Peter Emon

CARRIED

Glenn Doncaster, Chair

Gwen Dombroski, Clerk

Draft

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: September 9, 2024

SUBJECT: Department Report

INFORMATION

1. **Monthly Project Status Report**

Attached as information is the Monthly Project Status Report. Additional project specific information is provided in the Divisional reports.

2. **Capital Program Variance Report**

Attached as information is the Capital Program Variance Report.

RESOLUTIONS

3. **County Road 2 (White Lake Road) 4-Way Stop Flashing Lights**

Recommendation: THAT the Operations Committee recommends that staff proceed with the purchase and installation of flashing beacon lights for the stop signs at the intersection of County Road 2 (White Lake Road), County Road 52 (Burnstown Road), Point Road and Bellamy Road in the hamlet of White Lake in the Township of McNab/Braeside and that the cost be shared 50/50 with the Township of McNab/Braeside.

Background

Attached is a resolution from the Township of McNab/Braeside, requesting the installation of flashing beacon lights at the intersection of County Road 2 (White Lake Road), County Road 52 (Burnstown Road), Point Road and Bellamy Road in the hamlet of White Lake. Staff have reviewed this request and are recommending the installation of the beacons as a cost share initiative with the Township as per County of Renfrew Policy PW-17, Enhanced Traffic Warning Devices.

4. **Municipal Housing Infrastructure Program**

Recommendation 1: THAT the Operations Committee directs staff to proceed with submitting an application for funding under the \$400 million Housing-Enabling Core Servicing stream for the reconstruction of County Road 51 (Petawawa Boulevard), County 26 (Doran Road), Hilda Street and Mohns Avenue, in the Town of Petawawa.

or,

Recommendation 2: THAT the Operations Committee directs staff to submit an application for funding under the \$400 million Housing-Enabling Core Servicing stream for intersection improvements at the intersection of County Road 10 (Division Street South) and Baskin Drive West, in the Town of Arnprior.

Background

The Province of Ontario on August 20, 2024 announced in a [news release](#) that Ontario will be investing \$400 million in roads and bridges to enable more homes and will be accepting applications for funding under the [Housing-Enabling Core Servicing](#) stream of the [\\$1 billion Municipal Housing Infrastructure Program](#) to build, maintain, and repair core assets such as municipal roads, bridges and culverts that will support the construction of new homes. This grant is a 50/50 funding formula.

This funding stream is open until October 18, 2024. Public Works staff have met with Planning Division staff and have reviewed possible roads and bridges throughout the County that could be upgraded to avail of this funding.

Option 1: County Road 51 (Petawawa Boulevard), County 26 (Doran Road), Hilda Street and Mohns Avenue in the Town of Petawawa. The project is "shovel ready" as previous County Council had provided direction (OP-CC-20-03-22) to complete detailed design and cost estimates for this project. The Class 'A' estimate for the round-about intersection improvement is \$4,427,613.35. Given that this section of County Road 51 has the highest traffic volume of all County roads, and is a key artery to several new housing developments within the community, it has been planned as an unfunded project on the County of Renfrew Asset Management Plan.

Option 2: County Road 10 (Division Street South and Basking Drive West) in the Town of Arnprior. Arnprior is the fastest growing community in the County of Renfrew. This intersection requires improvements to accommodate a number of planned large apartment, multi-family homes. Unfortunately, there is no detailed design or cost estimates for this project.

Department of Public Works & Engineering
Capital Works Monthly Project Status Report - September 2024

Project Name/Municipality	Location		Lengths	General Description	Status/Schedule							Comments	
	From	To			EA	Survey	Design	Tender/RFP	Award	Const. Start	Const. End		
ROAD RECONSTRUCTION/REHABILITATION													
1	River Road	Moore Street	Dochart Street	2.03	Pulverize & Pave	100%	100%	100%	March	May	early-July	late-August	Completed. Construction by Bonnechere Excavating Inc.
1	River Road	County CP Trail	Castleford Bridge S EXP Joint	2.16	SAMI & Asphalt Overlay	100%	100%	100%	March	May	early-July	late-August	Completed. Construction by Bonnechere Excavating Inc.
5	Stone Road	Mhusk Road	Highway 60	5.13	Pulverize & Pave	100%	100%	100%	March	April	late-May	late-July	Completed. Construction by Thomas Cavanaugh
8	Cobden Road	Highway 60/County Road 9	Cobden Urban Beginning	14.46	SAMI & Single Surface Treat	100%	100%	100%	March	April	early-August	early-September	Construction by Walker
13	Mountain Road	Stafford Third Line	Highway 17	4.10	Pulverize & Pave	100%	100%	100%	March	April	late-May	mid-July	Completed. Construction completed by Greenwood Paving
19	Mud Lake Road	County Road 24	Pembroke South Limit	4.75	SAMI & Single Surface Treat	100%	100%	100%	March	May	early-July	early August	Completed. Construction by Walker
30	Lake Dore Road	Sperberg Road	Trailblazers Road	2.28	Pulverize & Pave	100%	100%	100%	April	May	late-July	mid-September	Construction by BEI
37	Murphy Road	Woodland Crescent	County Road 51 (Petawawa Blvd.)	1.39	Urbanization / Reconstruction	100%	100%	100%	May	June	July	November	Partnership w/ Petawawa; Design by Jp2g; Construction by BEI
64	Opeongo Road	Wieland Shore Road	Highway 41	13.46	Asphalt Overlay	100%	100%	100%	February	March	mid-May	late-August	Completed Construction by Greenwood; Project extended
65	Centennial Lake Road	Matawathan/Brougham Twp Line	2872 Centennial Lake Road	2.26	Pulverize & Pave w/ Base	100%	100%	100%	April	May	early-July	early-August	Completed. Clearing by Crains; Construction by JWK
70	Ruby Road	County Road 512	Gorman Road	4.28	Asphalt Overlay	100%	100%	100%	May	May	early-September	mid-October	Construction by JWK
72	Ridge Road	Champlain Street	Deep River Road	0.17	Reconstruction	30%	10%	20%					Project being deferred to align with Deep River CIP
73	Deep River Road	Huron Street/Algonquin Street	Champlain Street	0.35	Reconstruction	100%	100%	100%	June	July	late-August	mid-October	Partnership w/ Deep River; Jp2g Design; McCrea Construction
508	Calabogie Road	County Road 52	Goshen Road	4.28	SAMI & Asphalt Overlay	100%	100%	100%	April	May	early-September	late-October	Construction by Mcrea Excavating
512	Foymount Road	Hubers Road	County Road 515	3.27	Pulverize & Pave	100%	100%	100%	April	May	early-September	mid-October	Construction by Greenwood Paving
512	Foymount Road	B257	Lake Clear Road	1.28	Reconstruction	100%	100%	100%	2023	2023	early-June	October	Ongoing from 2023; Design by BTE; Construction by BEI;
515	Palmer Road	County Road 62	Finch Road	6.54	Pulverize & Pave	100%	100%	100%	April	May	early-August	mid-September	Construction by BEI
	Scratch Coat Paving	Various Locations			Thin Lift Asphalt Overlay/Patch	100%	100%	100%	May	June	late-July	late-August	Completed. Construction by Greenwood Paving
	Traffic Signal Upgrades	Various Locations			Upgrades to AODA	100%	100%	100%	March	April	May	early-September	Design and construction by Partham Engineering
BRIDGE/CULVERT RECONSTRUCTION/REHABILITATION													
B007	Butler Bridge	Admaston/Bromley (Butler Road)			Major Rehabilitation	100%	100%	100%	December	January	early-June	late-October	Design by Stantec; Construction by BEI
B102	Brennans Creek Bridge	Killaloe, Hagarty & Richards (CR512 Queen Street)			Minor Rehabilitation	100%	100%	100%	January	February	early-July	late-August	Design by Stantec; Construction by KB Civil
B103	O'Grady Bridge	Killaloe, Hagarty & Richards (O'Grady Settlement Road)			Engineering for Replacement	100%	100%	50%	2025	2025	2025	2025	Project deferred to 2025; Design by HP Engineering
B108	Tramore Bridge	Killaloe, Hagarty & Richards (Tramore Road)			Minor Rehabilitation	100%	100%	100%	April	May	early-July	early-September	Design by HP; Construction by DW Building Restoration
B156	Burnt Bridge	Brudenell, Lyndoch & Raglan (Burnt Bridge Road)			Engineering for Major Rehab	100%	100%	60%	2025	2025	2025	2025	Project deferred to 2025; Design by J.L. Richards
B181	Peter Black Bridge	Laurentian Valley (CR24 White Water Road)			Major Rehabilitation	100%	100%	100%	March	April	early-June	late-September	Design by WSP; Construction by BEI
B232	Cochrane Creek Bridge	North Algona Wilberforce (Cement Bridge Road)			EA & Engineering for Closure	50%	50%	30%	-	-	-	-	Construction deferred; CHER & Arch Study being prepared
B257	Harrington Creek Bridge	Bonnechere Valley (CR512 Foymount Road)			Replacement	100%	100%	100%	2023	2023	early-June	October	Included in 512 Reconstruction;
C001	Berlanquet Creek Culvert	Admaston/Bromley (CR5 Stone Road)			Concrete Invert Liner	100%	100%	100%	February	March	mid-July	late-September	Design by HP; Construction by Clearwater
C012	Farquharson's Culvert	Admaston/Bromley (S. McNaughton Road)			Replacement	100%	100%	10%	-	-	-	-	Construction deferred;
C051	Harris Creek Culvert	Admaston/Bromley (Proven Line)			Replacement	100%	100%	100%	April	May	late-June	early-July	Completed. Internal design & construction
C062	John Watson Culvert 2	Brudenell, Lyndoch & Raglan (John Watson Road)			Replacement	100%	100%	100%	May	June	mid-August	late-August	Completed. Internal design & construction
C134	Campbell Drive Culvert	McNab/Braeside (Campbell Drive)			Concrete Invert Liner	100%	100%	100%	February	March	mid-July	late-September	Design by HP; Construction by Clearwater
C204	Bellowses Creek Culvert	Whitewater Region (CR12 Westmeath Road)			Major Rehabilitation	100%	100%	100%	February	March	mid-July	late-October	Design by WSP; Construction by Premier North
C215	Elm Creek Culverts	Whitewater Region (Snake River Line)			Replacement	100%	100%	100%	May	June	late-July	early-August	Completed. Internal design & construction
C221	Kenny's Culvert	Whitewater Region (Pleasant Valley Road)			Replacement	100%	100%	100%	May	June	late-August	late-August	Completed. Internal design & construction
C268	St. Columbkille's Culvert	Laurentian Valley (CR58 Round Lake Road)			Minor Rehabilitation	100%	100%	100%	April	May	early-August	late-September	Design by Stantec; Construction by Dalcon
C325	Neilson Creek Culvert	Bonnechere Valley (Lake Clear Road)			Replacement	100%	100%	100%	April	May	mid-September	late-September	Internal design & construction
C339*	Lynch Road Culvert.	Admaston/Bromley (Lynch Road)			Replacement	100%	100%	100%	April	May	mid-July	late-July	Completed. Partner w/ Admaston/Bromley; Internal D & C
	General Bridge Repairs	Various Locations											
FUTURE ENGINEERING													
B053	Constant Creek Bridge	Greater Madawaska (Ferguson Lake Road)			Engineering for Replacement	60%	30%	10%	July	September	2026	2026	Award Recommended; MCEA done in 2012
B122	Waba Creek Culvert	McNab/Braeside (CR52 Burnstown Road)			Engineering for Rehabilitation	20%	20%	10%	May	August	2025	2025	Design by HP;
B145	Combermere Bridge	Madawaska Valley (CR62 Combermere Road)			Engineering for Rehabilitation	100%	100%	90%	2023	2023	2025	2025	Design by Jacobs Engineering, ongoing;
C014	Labombard Culvert	Admaston/Bromley (Chris Ruddy Road)			Engineering for Replacement	30%	10%	10%	May	June	2025	2025	Internal design, RFP needed for Geotech
C024	Culvert	Laurentian Valley (Sandy Beach Road)			Engineering for Replacement	30%	20%	20%	-	-	2025	2025	Internal design
C040	Snay Culvert	Admaston/Bromley (CR8 Cobden Road)			Engineering for Replacement	30%	20%	20%	-	-	2025	2025	Internal design
C136	Robertson Line	McNab/Braeside (Robertson Line)			Engineering for Replacement	100%	100%	90%	2023	2023	2025	2025	Design by Jp2g, ongoing;
C201	Foresters Falls Road	Whitewater Region (CR7 Foresters Falls Road) - 2025			Engineering for Replacement	100%	100%	90%	2023	2023	2025	2025	Includes dam replacement; Design by J.L. Richards, ongoing;
C229	Burnt Bridge Road	North Algona/Wilberforce (Burnt Bridge Road)			Engineering for Replacement	30%	10%	10%			2025	2025	Internal design, RFP needed for Geotech
C330	Burnstown Road	McNab/Braeside (CR52 Burnstown Road)			Engineering for Replacement	30%	10%	10%			2025	2025	Internal design, RFP needed for Geotech

OPERATIONS PROGRAMS										
Type	Description	Term (Years)	Type	Specification	Tender	Award	Start	Complete	Status/Comments	
1	Pavement Marking	Paint/Glass Beads/Lines/Symbols	1	Equipment/Material	February	March	April	May	October	Ongoing
2	Street Sweeping	Winter/Debris Removal	1	Equipment	February	March	April	May	June	Complete
3	Maintenance and Catch Basin Cleaning	Winter/Debris Removal	1	Equipment	February	March	April	May	June	Complete
4	Roadside Brushing	Tree/Brush Removal	1	Equipment	May	June	June	July	December	Ongoing
5	Steel Sign Post Quotation	Sign Installation Hardware	1	Material	April	April	June	June	August	Ongoing
6	Weed Control	Wild Parsnip/Poison Ivy	1 (5)	Equipment/Material	February	April	April	June	July	Complete
7	Signs &Traffic Control Equipment	Road Signage	1	Material	April	April	June	June	July	Ongoing
8	AVL Service Renewal	Automatic Vehicle Location	10	Application/Network/Data	May	2020	2020	June	2030	Ongoing
9	Shouldering	Granular/Sealing	1	Material/Installation	Internal	Internal	Internal	June	October	Ongoing
10	Calcium Chloride	Pre-wet Sodium Chloride	1	Material	May	May	June	June	July	Ongoing
11	Crack Sealing	Pavement Preservation	1	Material/Installation	May	September	September	September	Oct/Nov	Ongoing
12	Curb Repair	Replace/Repair	1	Material/Repair	June	September	September	September	Oct/Nov	Ongoing
13	Winter Sand	Winter Abrasives	1	Supply/Delivery/Process	April	August	August	August	September	Ongoing
14	Loader Rental	Winter Operations	1	Equipment	April	August	September	September	September	Ongoing

EQUIPMENT TENDERS										
Tender	Description	Quantity	Type	Specification	Tender	Canoe	Award	Delivery	Status/Comments	
1	U-Body Water Tank	PW Operations -CP	1	New	April 2023	September 2023	-	October 2023	August 2024	Purchased 2023
2	Dual Drum Vibratory Roller	Shoulder Compaction	1	New	April 2023	-	November 2023	November 2023	December 2023	Complete
3	Service Vehicle	PW Operations-Mechanic WWRP	1	Replace	May 2022	June 2022	-	August 2022	2024	Complete
4	LDT (Light Duty Truck)	1/2 ton 4WD	1	Replace	April 2023	October 2023	-	November 2023	February 2024	Complete
5	HDT (Heavy Duty Truck(s))	Combination Plow/Spreader	3	Replace	April 2023	-	September 2023	October 2023	August 2024	Purchased 2023
6	Wheeled Excavator	Wheeled Excavator and Attachments	1	New	April 2023	-	October 2023	November 2023	March 2024	Complete
7	HDT (Heavy Duty Truck)	Combination Plow/Spreader	1	Replace	February	-	September	September	2025	Ongoing
8	LDT (Light Duty Truck(s))	(4 x 1/2 ton 4WD) (2 x 3/4 ton 4WD)	6	Replace	February	February	-	April	September	Complete
9	MDT (Medium Duty Truck(s))	(3 ton 4WD)	2	Replace	March	September	-	September	October	Ongoing
10	Tractor		2	Replace	February	May	-	June	August	Complete
11	Enclosed Cargo Trailer 16'	PW Operations-CP&GP	2	New	March	July	-	August	September	Ongoing
12	20 Ton Float Trailer	(1 x 2 axle)	1	Replace	April	July	-	August	September	Ongoing
13	30 Ton Float Trailer	(1 x 3 axle)	1	Replace	April	September	-	September	October	Ongoing
14	Roller 66"	Construction Section	1	New	April		June	August	September	Ongoing
15	Diesel Plate Packer	Construction Section	1	New	April	July	-	August	September	Ongoing
16	Asphalt Hot Box	PW-Operations-CP	1	Replace	April	July	-	August	August	Ongoing
17	Steamer	PW Operations-All 4 Patrols	4	Replace	July	August	-	August	October	Ongoing
18	Cutter	PW-Sign Shop	1	New	June	June	-	July	September	Ongoing
19	Retroreflectometer	PW-Operations	1	Replace	June	June	-	July	August	Ongoing

HOUSING										
Tender	Location(s)	Type	Type	Design	Tender	Award	Start	Complete	Status/Comments	
1	Fuel Inventory and Access Systems	WWRP/CP/GP/SWP/CalP	Systems	New	July 2023	July 2023	August 2023	September 2023	November -23	Complete
2	Concrete Rehab. Gutter and Grates	Cobden Main Building	Construct	Replace	Mar- May	July	September	Sept	October	Ongoing
3	Concrete Rehab. Gutter and Grates	Goshen Patrol Main Building	Construct	Replace	Mar- May	September	September	Sept	October	Ongoing
4	Concrete Rehab. Gutter and Grates	SWP Main Building	Construct	Replace	Mar- May	July	September	Sept	October	Ongoing
5	Concrete Rehab. Gutter and Grates	WWRP Main Building	Construct	Replace	Mar- May	July	September	Sept	October	Ongoing
6	Rehab/Repairs	Cobden Storage Shed	Construct	Replace	Aug-Sept	September	October	October	November	Ongoing
7	Cladding and Repairs	Cobden Storage Shed	Construct	Replace	Mar-May	September	October	October	November	Ongoing

ROAD MAINTENANCE AGREEMENTS/FACILITY AGREEMENTS										
Service Provider	Location	Year	Type	Start	Complete	Term	Status/Comments			
1	Town of Arnprior	County Road 1, County Road 2	2022	Winter Road Maintenance	2023	2033	1 yr			Complete
2	Town of Deep River	County Road 72, County Road 73	2020	Winter Road Maintenance	2020	2030	10 yr			Complete
3	Town of Renfrew	County Road 20, County Road 52	2019	Winter Road Maintenance	2019	2029	10 yr			Complete
4	Township of Carlo Mayo	County Road 517	2022	Winter Road Maintenance	2024	2025	Annual			Complete
5	Contractor	County Road 635	2022	Winter Road Maintenance	2022	2023	Annual			Complete
6	Algonquins of Pikwakanagan	Golden Lake	2022	Use of facilities and materials	2022	2027	5			Complete
7	Bonnechere Valley	Foymount	2022	Use of facilities and materials	2022	2027	5			Complete

2024 CAPITAL PROGRAM VARIANCE - ROADS/STRUCTURES

No.	Location	From	To	Budgetted Length (km)	Actual Length (km)	2024 BUDGET	September Projected	Variance	Carry Over
County Road Reconstruction/Rehabilitation									
1	River Road <i>McNab/Braeside</i>	Moore Street	Dochart Street	2.03	2.03	1,138,830	1,074,357	-64,473	
1	River Road <i>Horton</i>	County CP Trail	Castleford Bridge S EXP Joint	2.16	2.16	922,351	685,530	-236,821	
5	Stone Road <i>Admaston Bromley</i>	Mhusk Road	Highway 60	5.13	5.13	1,931,070	1,557,000	-374,070	
8	Cobden Road <i>Admaston Bromley</i>	Highway 60/County Road 9	Cobden Urban Beginning	14.46	14.46	1,920,471	1,534,967	-385,504	
13	Mountain Road <i>Laurentian Valley</i>	Stafford Third Line	Highway 17	4.10	4.10	1,471,900	1,221,818	-250,082	
19	Mud Lake Road <i>Laurentian Valley</i>	County Road 24	Pembroke South Limit	4.75	4.75	891,039	825,038	-66,001	
30	Lake Dore Road <i>North Algona/Wilberforce</i>	Sperberg Road	Traiblazers Road	2.28	2.28	1,137,221	1,538,650	401,429	
37	Murphy Road <i>Petawawa</i>	County Road 26 (Doran Road)	County Road 51 (Petawawa Blvd.)	0.93	0.93	1,537,635	2,460,000	922,365	
64	Opeongo Road <i>Bonnechere Valley</i>	Wieland Shore Road	Highway 41	8.19	13.46	2,599,214	3,135,248	536,034	
65	Centennial Lake Road <i>Greater Madawaska</i>	Matawatchan/Brougham Twp Line	2872 Centennial Lake Road	2.26	2.26	951,460	1,049,856	98,396	
70	Ruby Road <i>Killaloe, Hagarty and Richards</i>	County Road 512	Gorman Road	4.28	4.28	1,472,166	1,436,826	-35,340	
72	Ridge Road <i>Deep River</i>	Champlain Street	Deep River Road	0.17	0.00	315,258	5,000	-310,258	310,258
73	Deep River Road <i>Deep River</i>	Huron Street/Algonquin Street	Champlain Street	0.35	0.35	668,610	665,567	-3,043	
508	Calabogie Road <i>McNab/Braeside</i>	County Road 52	Goshen Road	4.28	4.28	2,191,180	1,685,841	-505,339	
512	Foymount Road <i>Brudenell Lyndoch Raglan</i>	Hubers Road	County Road 515	3.27	3.27	1,173,930	1,568,101	394,171	
512	Foymount Road <i>Bonnechere Valley</i>	B257	Lake Clear Road	1.23	1.23	1,032,960	1,053,000	20,040	
515	Palmer Road <i>Madawaska Valley</i>	County Road 62	Finch Road	6.54	6.54	1,911,949	1,940,344	28,395	
	Scratch Coat Paving	Various Locations				750,000	745,000	-5,000	
				66.41	71.51	24,017,244	24,182,144	164,900	310,258
County Structure Reconstruction/Rehabilitation									
No.	Structure Name	Location				2024 BUDGET	September Projected	Variance	Carry Over
B007	Butler Bridge	Admaston/Bromley (Butler Road)				1,400,000	1,845,000	445,000	
B102	Brennans Creek Bridge	Killaloe, Hagarty & Richards (CR512 Queen Street)				600,000	489,371	-110,629	
B103	O'Grady Bridge	Killaloe, Hagarty & Richards (O'Grady Settlement Road)				238,500	40,000	-198,500	198,500
B108	Tramore Bridge	Killaloe, Hagarty & Richards (Tramore Road)				400,000	570,512	170,512	
B156	Burnt Bridge	Brudenell, Lyndoch & Raglan (Burnt Bridge Road)				477,000	50,000	-427,000	427,000
B181	Peter Black Bridge	Laurentian Valley (CR24 White Water Road)				1,800,000	1,557,168	-242,832	
B232	Cochrane Creek Bridge	North Algona Wilberforce (Cement Bridge Road)				450,000	100,000	-350,000	350,000
B257	Harrington Creek Bridge	Bonnechere Valley (CR512 Foymount Road)				800,000	800,000	0	
C001	Berlanquet Creek Culvert	Admaston/Bromley (CR5 Stone Road)				750,000	566,561	-183,439	
C012	Farquharson's Culvert	Admaston/Bromley (S. McNaughton Road)				200,000	40,000	-160,000	160,000
C051	Harris Creek Culvert	Admaston/Bromley (Proven Line)				160,000	120,000	-40,000	
C062	John Watson Culvert 2	Brudenell, Lyndoch & Raglan (John Watson Road)				600,000	600,000	0	
C134	Campbell Drive Culvert	McNab/Braeside (Campbell Drive)				600,000	691,633	91,633	
C204	Bellows Creek Culvert	Whitewater Region (CR12 Westmeath Road)				1,200,000	1,155,310	-44,690	
C215	Elm Creek Culverts	Whitewater Region (Snake River Line)				360,000	220,000	-140,000	
C221	Kenny's Culvert	Whitewater Region (Pleasant Valley Road)				200,000	180,000	-20,000	
C268	St. Columbkille's Culvert	Laurentian Valley (CR58 Round Lake Road)				900,000	371,879	-528,121	
C325	Neilson Creek Culvert	Bonnechere Valley (Lake Clear Road)				500,000	424,276	-75,724	
	Lynch Road Culvert	Admaston/Bromley (Lynch Road)				120,000	80,000	-40,000	
	General Bridge Repairs	Various Locations				150,000	150,000	0	
						11,905,500	10,051,709	-1,853,791	1,135,500
Engineering for Future Works									
No.	Name	Location				2024 BUDGET	September Projected	Variance	Carry Over
B053	Constant Creek Bridge	Greater Madawaska (Ferguson Lake Road)				140,000	140,000	0	
B122	Waba Creek Bridge	McNab/Braeside (CR52 Burnstown Road)				45,000	45,000	0	
B145	Combermere Bridge	Madawaska Valley (CR62 Combermere Road)				40,000	40,000	0	
C014	Labombard Culvert	Admaston/Bromley (Chris Ruddy Road)				18,000	18,000	0	
C024	Cliché Culvert	Laurentian Valley (Sandy Beach Road)				18,000	18,000	0	
C040	Snake River Culvert	Admaston/Bromley (CR8 Cobden Road)				25,000	25,000	0	
C136	Robertson Twin Pipes	McNab/Braeside (Robertson Line)				31,000	31,000	0	
C201	Broomes Creek Culvert	Whitewater Region (CR7 Foresters Falls Road)				70,000	90,000	20,000	
C229	Burnt Bridge	North Algona/Wilberforce (Burnt Bridge Road)				18,000	18,000	0	
C330	McLeads Culvert	McNab/Braeside (CR52 Burnstown Road)				18,000	18,000	0	
						423,000	443,000	20,000	0
Traffic Signals - Upgrades		Various Locations				250,000	232,500	-17,500	
						250,000	232,500	-17,500	0
						36,595,744	34,909,353	-1,686,391	1,445,758
CCBF Funded Project		OCIF Funded Project							



Regular Council Meeting Resolution Form

Date: August 6, 2024 No: RESOLUTION - 360-2024
 Moved by Deputy Mayor Lori Hoddinott Disposition: CARRIED
 Seconded by Councillor Robert Campbell Item No: 9.7

Description: White Lake Traffic Compliance Improvements

RESOLUTION:

THAT Council directs staff to move forward with the installation of the red flashing beacons at the all way stop in White Lake, in conjunction with the County of Renfrew; **AND FURTHER THAT** the Township agrees to pay 50% of the costs of the installation; **AND FURTHER THAT** the Township's portion be funded from the Street Light Reserve, to an upset limit of \$7,500.

 MAYOR

Recorded Vote Requested by:

Declaration of Pecuniary Interest:

	Yea	Nay
M. MacKenzie	_____	_____
L. Hoddinott	_____	_____
K. Rosien	_____	_____
S. Brum	_____	_____
R. Campbell	_____	_____

 Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

CAPITAL WORKS DIVISION REPORT

Prepared By: Taylor Hanrath, P.Eng., Manager of Capital Works

Prepared for: Operations Committee

September 9, 2024

INFORMATION

1. **Lease and Purchase of MVCA K & P Recreational Trail Section**

The County of Lanark is continuing negotiation for lease and eventual purchase of sections of the K & P Recreational Trail owned by the Mississippi Valley Conservation Authority (MVCA). Included for reference and input is a copy of the Draft Lease Agreement and the Draft Purchase Agreement.

On April 6, 2023, the K & P Recreational Management Advisory Committee was advised that the section of the corridor to be acquired in partnership with the County of Lanark and County of Frontenac is approximately 35.2km, with 6.7km located in the County of Renfrew. At that time, it was estimated that a significant amount of legal survey and legal services would be required to facilitate a purchase, at an estimated cost of approximately \$350,000 in total, with the County of Renfrew being responsible for approximately \$67,000 (19%). Approval in principle was given through the K & P Recreational Management Advisory Committee, Development and Property Committee, and County Council for the County of Renfrew to contribute to the acquisition of 35.2km of trail from MVCA in partnership with Lanark County and Frontenac County.

Two Agreements have been drafted to facilitate the purchase and transfer of the trail properties – one is a Lease Agreement, for lease of the property until purchase can be completed, and the other is a Purchase Agreement to finalize the purchase of the property once title is free and clear. The cost of the lease would be Ten Dollars (\$10.00) per year, split between the County of Renfrew and the County of Lanark. The cost of the property is the nominal fee for transfer of one dollar (\$1.00); however, as described above the three Counties would be responsible for legal and survey costs. No new cost estimates have been provided for legal and survey fees.

2. **Update on Transfer of Remaining CP Lands**

Further progression has been made to continue the transfer of properties from Canada Pacific (CP) Rail to the County of Renfrew. The Province of Ontario has approved the process to survey the northern section of properties on the Algonquin Trail with the use of compiled plans (desktop exercise). Adam Kasprzak Surveying Ltd. will provide a test of compiled plans for the province to review and accept before continuing with the remaining section.

3. **Ontario Federation of Trail Riders Lease Agreement**

The Recreational Trails Advisory Committee has directed staff to proceed with the negotiation of a Lease Agreement with the Ontario Federation of Trail Riders (OFTR) for their permit holding members' use of the County's Recreational Trails.

The OFTR has reached out, expressing interest in entering into a Lease Agreement to allow permit holding members of their local clubs to ride on the County's Recreational Trails.

OFTR is the provincial voice for the off-road motorcycling community. OFTR started in 1992 and has 16 local clubs throughout the Province of Ontario, including one new club based out of the Petawawa area called the Valley Trail Riders. OFTR has 5,835 members as of 2023.

If approved to proceed, a Lease Agreement with OFTR would be similar to the existing Lease Agreement with Renfrew County ATV (RCATV), and would be presented to Committee and Council for approval prior to execution.

4. **County Road 51 (Petawawa Boulevard) Traffic Study**

The Town of Petawawa has submitted a request to the County of Renfrew Public Works and Engineering Department to conduct a traffic study on a portion of Petawawa Boulevard (County Road 51). The requested section extends from Golf Course Road to Silke Drive, within Town of Petawawa limits, and has been identified by Town of Petawawa Council as an area of concern with regards to roadway safety. The request, which is supported by Resolution #9 of the Town Council meeting conducted on July 22, 2024, is attached.

County staff have completed the traffic study and review of the existing roadway conditions in order to assess the identified concerns. Although there has not been a request to reduce the speed limit of Petawawa Boulevard at this time, the Transportation Association of Canada (TAC) guidelines for assessing the posted speed limit provide a good layout for conducting a safety audit such as this.

The items considered when reviewing the posted speed limit include geometry, average lane width, roadside hazards, pedestrian exposure, cyclist exposure, pavement surface, and the number of intersecting roadways and entrances. A breakdown of the traffic study is provided below.

Existing Conditions

Petawawa Boulevard (County Road 51) is an arterial roadway with an existing cross-section consisting of one 3.5m northbound lane, one 3.5m southbound lane, a shared 4.0m centre left-turn lane, and two 1.5m paved shoulders.

A separated asphalt sidewalk is present along the east side of Petawawa Boulevard and extends between River Drive and Silke Drive. The sidewalk provides a facility for pedestrians which is approximately six to seven metres offset from the travelled lanes of Petawawa Boulevard.

The Algonquin Trail runs along the west side of Petawawa Boulevard between Silke Drive and Airport Road which is used by off-road vehicles, cyclists, and pedestrians.

The Average Annual Daily Traffic (AADT) for this section of Petawawa Boulevard is approximately 12,000 vehicles, with the posted speed limit being 80km/h between Silke Drive and Golf Course Road.

Geometry of the Roadway

The length of Petawawa Boulevard between Silke Drive and Golf Course Road is approximately six kilometres. The roadway is generally straight and flat with one horizontal curve noted near the intersection of Radtke Road/Airport Road with Petawawa Boulevard.

Intersections and Private/Commercial Entrances

There are 11 intersecting roadways on the east side of Petawawa Boulevard and 8 intersecting roadways on the west side. Of these, two intersections are signalized, being County Road 25 (Laurentian Drive) with Petawawa Boulevard and B-Line Road/Golf Course Road with Petawawa Boulevard.

There are a total of 96 commercial and residential entrances connecting to the east side of Petawawa Boulevard and 39 commercial and residential entrances to the west.

All intersecting entrances and roadways have sight lines that meet the minimum standards for safe ingress and egress for a posted speed limit of 80 km/h.

Traffic Study Results

County staff installed a radar speed detection unit at 2321 Petawawa Boulevard (Pine View Public School) from August 14, 2024 to August 21, 2024. The results are included for reference and indicate that the 85th percentile speeds, being the speed at which 85 percent of drivers are travelling at or below, is 88km/hr. The percent of drivers exceeding the 80km/h posted speed limit varied between 55.7% and 59.4% by day, with 31.8% exceeding 85 km/h, 10.5% exceeding 90 km/h, and 2.67% exceeding 95km/h.

The results are similar to those obtained through a traffic study conducted 800 metres north of Laurentian Drive in November 2023.

Collison Data

Staff have reviewed the data set which is provided annually by the Ministry of Transportation and conclude that there were 107 collisions in the subject area between 2013 and 2023.

Results and Options for Improvement

Petawawa Boulevard has a mix of commercial businesses, residential properties, subdivision access and community services such as the Town of Petawawa Fire Department, OPP Detachment, and Pine View Public School. The main area of concern appears to be within the school zone and as such there could be several options that could enhance the safety of the roadway in order to prevent potential collisions such as:

- Dedication of a Community Safety Zone in the area of Pine View Public School;
- Reduced speed limit within the school zone during school days;
- Installation of flashing beacons and additional signage.

However, the location of the school within this 6 kilometre section of Petawawa Boulevard does pose additional challenges as it is located nearly in the centre, at 3 kilometres north of Golf Course Road. A reduction in day time posted speed limits or permanent posted speed would create a very short reduction zone where vehicles would be required to slow down and would likely immediately speed up to their initial speed.

Given the nature of the roadway and the number of permitted turning movements, staff would likely be in favour of a reduction in the posted speed limit to 70km/h, if the Town of Petawawa so desired.

The traffic study conducted for Petawawa Boulevard (County Road 51) between Golf Course Road and Silke Drive will be submitted to the Town of Petawawa as requested.

DELEGATED AUTHORITY APPROVALS

5. The following item was approved under By-law 98-24, Delegated Authority By-law:

BY-LAW/ RESOLUTION	DATE	DESCRIPTION	DELEGATED AUTHORITY BY-LAW REFERENCE
118-24 D OP-C-24-08-92 D	August 28, 2024	PWC-2024-44 - Base Aggregate Supply & Delivery - Algonquin Trail Do-All Construction and Bonnechere Excavating for a total amount of \$333,440, plus applicable taxes (memo attached)	2.1 - Tender Award Contained within Approved Budget

BY-LAWS

6. PWC-2024-53 – Engineering Services for the Replacement of B053 (Constant Creek Bridge)

Recommendation: THAT the Operations Committee recommend that County Council approve Contract PWC-2024-53 as submitted by Planmac Engineering Incorporated, Mississauga, Ontario for Engineering Services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3km north of County Road 508 (Calabogie Road), Township of Greater Madawaska, in the amount of \$196,831, plus applicable taxes; AND THAT County Council adopt a By-law to execute the Professional Services Agreement and Purchase Order for the Contract.

Background

A Schedule C Municipal Class Environmental Assessment was completed in 2011 and 2012 for County Structure B053 (Constant Creek Bridge). The corresponding Environmental Study Report (ESR) recommended that the superstructure (deck and girders) of the bridge be replaced temporarily with a prefabricated bridge from 'Lessard Welding' and that the bridge be monitored until full reconstruction on a new alignment could proceed. The superstructure replacement occurred in 2011 and the bridge has continued to have regular Ontario Structure Inspection Manual (OSIM) inspections to gauge its condition. As the temporary bridge is continuing to degrade, funds were budgeted in 2024 to begin design for the replacement of structure on the alignment recommended in the 2012 ESR.

A Request for Proposals (RFP) was issued for Engineering Services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3km north of County Road 508 (Calabogie Road), Township of Greater Madawaska. The value of proposal submissions received were as follows:

1. Planmac Engineering Inc., Mississauga, Ontario	\$196,831.00
2. EXP Services Inc., Brampton, Ontario	180,090.00
3. CBCL Ltd., Halifax, Nova Scotia	289,040.65
4. Jacobs Consultancy Canada Inc., Toronto, Ontario	321,867.00
5. Jp2g Consultants Inc., Pembroke, Ontario	325,748.00
6. J.L. Richards & Associates Ltd., Ottawa, Ontario	404,897.70

The proposals were evaluated on a range of criteria, including the firm's demonstrated understanding of the assignment; project team capabilities; experience on similar assignments; strategy, methodology, and innovativeness of design approach; schedule; and cost. The proposal submission by Planmac Engineering Incorporated, Mississauga, Ontario was evaluated as demonstrating the best combination of all criteria considered. Though not the lowest cost submission, Planmac demonstrated a much greater

understanding of the site, proposed a more thorough and detailed design approach, and included a larger number of hours for the completion of the design.

Financial Implications

The 2024 Capital Budget allocation for Constant Creek Bridge is \$140,000, which is less than the proposed cost by Planmac Engineering Inc. However, though a substantial amount of the design will be completed in 2024, additional funds will be required to be budgeted in 2025 to finalize the design. Staff confirm that there are sufficient funds allocated to Constant Creek Bridge in the 2024 Capital Budget to complete the 2024 portion of the design as proposed by Planmac Engineering Inc.

Construction for the reconstruction of the bridge on the new alignment is anticipated to occur in 2026.

7. CN Trail Memorandum of Understanding – Whitewater Region/Laurentian Valley

Recommendation: THAT the Operations Committee recommends that County Council adopt a By-law to enter into a Memorandum of Understanding between the County of Renfrew and the Townships of Laurentian Valley and Whitewater Region for the sale of certain properties formerly owned by CN Rail.

Background

Attached is a Memorandum of Understanding that outlines the proposed purchase of CN Rail property currently owned by the Townships of Laurentian Valley and Whitewater Region by the County of Renfrew. It is proposed that this property will become part of the County of Renfrew's recreational trail system.

8. County Road 37 (Murphy Road) Road Access Agreement

Recommendation: THAT the Operations Committee recommends to County Council that a Road Access Agreement between 2833868 Ontario Inc., on County Road 37 (Murphy Road), on Part of Lot 18, Concession 7, in the geographic Township of Petawawa, Town of Petawawa, County of Renfrew, be approved; AND THAT County Council adopt a By-law to Authorize Execution of the Road Access Agreement.

Background

2833868 Ontario Inc. is the registered owner of property adjacent to County Road 37 (Murphy Road) in the geographic Township of Petawawa, Town of Petawawa. The owners have made application for the severance of two new lots fronting onto Murphy Road (County Road 37). The creation of the new lots has been granted on the condition that the applicant enters into an agreement with the County regarding access to County Road 37 due to restrictions in entrance spacing and sight line requirements. The new lot described as Part of Lot 18, Concession 7, in the geographic Township of Petawawa, shown as Parts 2 and 3 on the draft survey Plan 49R-????, along with a map showing the

property are attached as information. The mutual access is shown as Parts 4 and 5 on the same plan and will serve as the access point for both of the severed lots.

The Road Access Agreement is to be registered and run with the title to the lands so that future owners are aware of the Road Access Agreement.

LEASE AGREEMENT between:

1. Mississippi Valley Conservation Authority
(**“the Landlord”**)
10970 Highway 7, Carleton Place, Ontario K7C 3P1
Fax: (613) 253-0122
Email: smcintyre@mvc.on.ca
2. The Corporation of the County of Lanark and The Corporation of the County of Renfrew
(collectively **“the Tenant”**)
c/o County of Lanark, 99 Christie Lake Road, Perth, Ontario K7H 3C6 (Attn: Kurt Greaves)
Fax: (613) 267-2793
E-Mail: cao@lanarkcounty.ca

BACKGROUND:

1. The Landlord, as Vendor, and the Tenant, as Purchaser, have entered into an Agreement of Purchase and Sale (the **“Purchase Agreement”**) for the sale by the Landlord to the Tenant (the **“Transaction”**) of the Property set out in Schedule “A” and being more particularly known as the K & P Trail (the **“Leased Premises”**).
2. The Transaction will close at a future date or dates as contemplated by the Purchase Agreement.
3. The Tenant wishes to lease the Leased Premises.
4. The Landlord and Tenant have agreed that the Tenant may take possession of the Property prior to the closing of the Transaction upon the parties entering into a lease of the Leased Premises.
5. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT:

In consideration of the rents reserve and covenants and agreements herein the parties agree as follows:

1. The Landlord, being the registered owner or entitled to become the registered owner of the Leased Premises, hereby leases to the Tenant the Leased Premises.
2. The term of the Lease shall commence **at the end of the Inspection Period** and end on the Closing Date (the **“Term”**). It being understood by all Parties that certain parts of the Leased Premises will be conveyed to the Tenant during the Term in accordance with the Purchase Agreement and the Tenant will continue to lease the balance of the Leased Premises until such time as all of the Leased Premises have been conveyed to the Tenant.

3. During the Term of the Lease, the rent shall be Ten (\$10.00) Dollars per year payable in advance on the first day of each lease year during the Term with the first payment to be made on the Acceptance Date.
4. In addition to rent, the Tenant shall be responsible for and shall pay all realty taxes levied against the Leased Premises.
5. In the event the Purchase Agreement is terminated, the notice of termination delivered pursuant to the Purchase Agreement shall constitute notice of termination under this Lease.
6. Subject to paragraph 7, in the event the Purchase Agreement has not been completed within five (5) years of the Closing Date for Stage 3 then this Lease may be terminated at any time after the five (5) year date, by either party giving one (1) year written notice of termination to either party. Subject to paragraph 11, in the event of termination under this paragraph, there shall be no liability to such other party for damages or compensation by reason of such termination.
7. In the event the Purchase Agreement is not, or cannot be, completed for any reason, the Landlord and Tenant shall enter into a Lease of the Property on terms satisfactory to both parties. In the event the Landlord and Tenant cannot agree on the terms, then this Lease may be terminated by either party giving one (1) year written notice of termination to either party, at any time following notification by either party that this the Purchase Agreement cannot be completed. Subject to paragraph 11, in the event of termination under this paragraph there shall be no liability to either part for damages or compensation by reason of such termination.
8. The Tenant hereby covenants with the Landlord as follows:
 - a. To pay the rent hereby reserved in the manner and on the days specified herein;
 - b. To continue to use and occupy the Leased Premises in a lawful manner, solely for the purpose of maintaining and upgrading a recreational trail (the "Trail") on the Leased Premises and for members of the public to enter onto and use the Trail for those purposes to which it is currently being used, including but not limited to motorized access to cottage properties, snowmobiling, walking, hiking and cycling
 - c. Not to store goods of an explosive, dangerous or inflammable nature or character in or upon the Leased Premises without the prior written consent of the Landlord;
 - d. To permit the Landlord and its agents at all reasonable times to enter and view the state of repair of the Leased Premises and promptly repair and maintain them in accordance with reasonable notice to do so given by the Landlord or its agents;
 - e. Not to assign this Lease or sublet the Leased Premises without the written consent of the Landlord, which consent may be unreasonably denied;
 - f. Not to make any alterations or additions to the Leased Premises without the prior written consent of the Landlord;
 - g. To maintain the Leased Premises throughout the Term in a neat and clean condition and shall be entitled to place waste baskets on the Leased Premises for waste pickup and, where necessary, to enter to remove litter;

- h. On termination of the Lease, the Tenant may remove tenant fixtures provided there is no damage to the Leased Premises and the Tenant shall leave the Leased Premises in a reasonable condition;
- i. Not to do or permit to be done anything on the Leased Premises which may make void or voidable any insurance upon the Leased Premises.

Notwithstanding paragraph e. above, the Landlord acknowledges and agrees that the Tenant may enter into a sublease or licence agreement with any insured group (ie. OFSC, OFATV, etc.) without the prior written consent of the Landlord.

- 9. The Tenant acknowledges that the Landlord has permitted motorized vehicles to be used by members of the public on the Leased Premises and the Tenant hereby covenants that it will allow the continued use of motorized vehicles by the public during its tenancy, provided the use complies with the Tenant's By-Laws.
- 10. The Landlord hereby permits the Tenant to install signage as may be necessary for risk management and notice purposes in accordance with the *Trespass to Property Act*, R.S.O. 1990, c. T.21 and to place benches and other removable structures which are appropriate to the use of the Leased Premises as part of the Trail.
- 11. The Tenant shall be permitted, with the consent of the Landlord, to lay down aggregate, repair or replaces bridges or culverts on the Leased Premises (the "**Improvements**") to allow for the safe use of the Leased Premises by persons and motor vehicles, as determined by the Tenant in its sole and absolute discretion. In the event the Purchase Agreement or this Lease is terminated through no fault of the Tenant, the Landlord shall reimburse the Tenant for all costs the Tenant has incurred for any Improvements (including material, labour, HST, etc.) on the Leased Premises.
- 12. It is understood and agreed that portions of the Leased Premises may consist of roadway or rights-of-way used by third parties for the purpose of gaining access to adjoining land and the Tenant agrees that such roadways or rights-of-way may be used for such purpose jointly with the Tenant. The Landlord hereby confers the right and authority and imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times and that the Tenant shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. The Landlord and Tenant agree that neither the Landlord nor the Tenant shall be responsible for the removal of snow from such roadways or rights-of-way.
- 13. It is further understood that a portion of the Leased Premises may be subject to the existence or may later become subject to the existence of easements for power, telephone or telegraph lines or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the Leased Premises for the purpose of repairing and maintaining such power, telephone or telegraph liens, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the Leased Premises.

14. The Landlord hereby covenants with the Tenant to permit the Tenant, as long as it pays the rent and complies with his covenants, to use the Leased Premises without interference from the Landlord or those claiming under it.
15. The Tenant shall not suffer or permit any construction lien or similar lien to be filed or registered against the Leased Premises. If such lien shall at any time be filed or registered, the Tenant shall procure its discharge within twenty (20) days after the lien has come to the attention of the Tenant or the Landlord, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord and if the Tenant has deposited with the Landlord or has paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant's leasehold interest shall thereby become liable to forfeiture or sale.

The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the Leased Premises and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses incurred by Landlord, including its legal fees, shall be paid by the Tenant to the Landlord on demand by the Landlord.

16. The Parties acknowledge and agree that either the Landlord or the Tenant, or their respective solicitors, may register on title a notice of this Lease.
17. In the event that Harmonized Sales Tax (HST) is payable on the rent or any other amounts payable by the Tenants, then HST shall be in addition.
18. The Tenant shall maintain insurance to the reasonable satisfaction of the Landlord and shall annually deliver proof of such insurance. The insurance shall name the Landlord as an additional insured. Minimum insurance requirements are:
 - a. Comprehensive general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, tenant's legal liability and contractual liability coverage with respect to the Leased Premises and the operation of the Tenant and any other person on the Leased Premises and by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any other part of the Leased Premises. Such policies written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$5,000,000.00 or such higher limits as the Landlord may reasonably require from time to time.
 - i. Landlord to be added as an additional insured; and
 - ii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them
 - b. Any other form of insurance, in such amounts and against such risks, as the Landlord may from time to time reasonably require.

19. The Tenant covenants to keep the Landlord indemnified against all claims, and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its elected officials, officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provision of this Lease to the contrary.
20. It is understood and agreed that the Leased Premises are being leased to the Tenant "as is". The Tenant confirms that it has satisfied itself as to the condition of the Leased Premises and their fitness for the use intended. The Tenant acknowledges that it has inspected the Leased Premises and conducted an independent investigation of current and past uses of the Leased Premises and that the Tenant has not relied on any representations by the Landlord concerning any condition of the Leased Premises, environmental or otherwise. The Landlord makes no representations or warranties whatsoever regarding the fitness of the Leased Premises for any particular use.
21. Notwithstanding paragraph 20 herein, to the best of the Landlord's knowledge and belief, there is no presence upon or under such Leased Premises or any surrounding or neighbouring lands of, or the leakage of or likely leakage or emission from or onto the Leased Premises of, any toxic, hazardous, dangerous or potentially dangerous substance or condition.

Miscellaneous Provisions:

22. The Background recitals are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.
23. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
24. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of facsimile transmission directed to the parties at the fax numbers listed on page 1 of this Agreement (if any) or by email to the email addresses listed on page 1 of this Agreement (if any).

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this agreement.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

- 25. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- 26. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.
- 27. Each party acknowledges that each of them personally and by their solicitors have contributed to the preparation of this Lease and that each has approved the last draft before settling it in final form. Each party affirms that the Lease is to be construed as if the parties were joint authors and is not to be construed against one party as if that party or that party's solicitor were the sole or major author of the Lease.
- 28. Except as otherwise provided, this Lease shall endure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto. All obligations of the Tenant shall be joint and several obligations.
- 29. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which take together shall constitute the same agreement.
- 30. The date of this Lease is the date on which the last Party executes this Lease. The date of commencement of the Lease is as stated on page 1.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands and seals.

The Corporation of the County of Lanark

Per:

* _____ Date: _____
Kurt Greaves, C.A.O.

* _____ Date: _____
Steve Fournier, Warden

We have authority to bind the corporation

The Corporation of the County of Renfrew

Per:

* _____ Date: _____
Craig Kelley, C.A.O./Clerk

* _____ Date: _____
Peter Emon, Warden

We have authority to bind the corporation

Mississippi Valley Conservation Authority

Per:

* _____ Date: _____
Sally McIntyre, General Manager

I have authority to bind the corporation

Schedule “A” Leased Premises

County of Lanark:

All in the Township of Lavant, and being:

1. Part Lots 6, 7 & 8, Concession 12, designated as Part 1 on Plan 32300;
2. Part Lots 8, 9 & 10, Concessions 11 & 12, designated as Part 2 on Plan 32300;
3. Part Lots 11, 12 & 13, Concession 11, designated as Part 3 on Plan 32300;
4. Part Lots 13, 14 & 15, Concession 10, designated as Part 4 on Plan 32300;
5. Part Lot 15, Concession 9, designated as Part 5 on Plan 32300;
6. Part Lot 15, Concession 8, designated as Part 6 on Plan 32300;
7. Part Lot 16, Concession 8, designated as Part 7 on Plan 32300;
8. Part Lot 16 & 17, Concession 7, designated as Part 8 on Plan 32300;
9. Part Lot 17, Concession 6, designated as Part 9 on Plan 32300;
10. Part Lot 18, Concession 6, designated as Part 10 on Plan 32300;
11. Part Lot 19, Concession 6, designated as Part 11 on Plan 32300;
12. Part Lot 19 & 20, Concession 6, designated as Part 12 on Plan 32300;
13. Part Lot 21, Concession 5, designated as Part 13 on Plan 32300;
14. Part Lot 22, Concession 5, designated as Part 14 on Plan 32300;
15. Part Lot 22, Concession 4, designated as Part 15 on Plan 32300;
16. Part Lot 22, Concession 4, designated as Part 16 on Plan 32300;
17. Part Lot 22, Concession 4, designated as Part 17 on Plan 32300;
18. Part Lot 22, Concession 4, designated as Part 18 on Plan 32300;
19. Part Lot 23, Concession 4, designated as Part 19 on Plan 32300;
20. Part Lots 23, 24, 25, 26, & 27, Concession 3, designated as Part 20 on Plan 32300;

21. Part Lot 27, Concession 2, designated as Part 21 on Plan 32300;
Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

County of Renfrew:

All in the Township of Blythfield and being:

1. Part Lot 1, Concession 2, designated as Part 1 on Plan 125990;
2. Part Lot 2, Concession 2, designated as Part 2 on Plan 125990;
3. Part Lot 3, Concession 2, designated as Part 3 on Plan 125990;
4. Part Lot 3, Concession 2, designated as Part 4 on Plan 125990;
5. Part Lot 4, Concession 2, designated as Part 5 on Plan 125990;
6. Part Lot 4 and 5, Concession 2, designated as Part 6 on Plan 125990;
7. Part Lot 6, Concession 2, designated as Part 7 on Plan 125990;
8. Part Lot 7, Concession 2, designated as Part 8 on Plan 125990;
9. Part Lot 8, Concession 2, designated as Part 9 on Plan 125990;
10. Part Lot 9, Concession 2, designated as Part 10 on Plan 125990;
11. Part Lot 10, Concession 2, designated as Part 11 on Plan 125990;
12. Part Lot 11, Concessions 1 and 2, designated as Part 12 on Plan 125990;
13. Part Lot 11, Concession 1, designated as Part 13 on Plan 125990;

14. Part Lot 14 and 15, Concession 12, designated as Part 21 on Plan 125990, save and except Part 2 on Plan 49R-13019;
Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

**THE CORPORATION OF THE COUNTY OF RENFREW
("Renfrew")**

And

**THE CORPORATION OF THE COUNTY OF LANARK
("Lanark")**

And

**THE CORPORATION OF THE COUNTY OF FRONTENAC
("Frontenac")**

(Renfrew, Lanark and Frontenac are collectively referred to as the "**Purchaser**")

And

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY
(the "Vendor")**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, the following terms have the following meanings:

"**Acceptance Date**" means the date on which the Vendor executed and accepted this Offer;

"**Adjustments**" means the items set out in Section 7.3;

"**Agreement**" means the Offer as accepted by the Vendor;

"**Applicable Laws**" means any and all applicable federal, provincial and municipal statutes, by-laws, rules, regulations, codes, orders, published policies and published guide-lines;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Town of Perth;

"**Closing Date**" or "**Closing**" means Closing Date(s) as provided for in Section 2.3, unless otherwise extended or abridged as provided for in Section 8.7;

“Encumbrance” means any security interest, lien, charge, pledge, encumbrance, mortgage, title retention agreement, easement, encroachment, right-of-way, restrictive covenant, license, lease, agreement or any other claim of any nature or kind, whether financial or otherwise, including, without limitation, any work order, notice of violation, notice of non-compliance or other instrument issued by any board, commission tribunal or government department or agency;

“GST/HST” means all taxes eligible pursuant to Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder;

“Inspection Period” means the period from the Acceptance Date to 5:00 p.m. on the day which is 180 days after the Acceptance Date;

“Lease” means the lease of the Property substantially in the form attached hereto as Schedule “C” to be entered into on the Acceptance Date for a term commencing at the end of the Inspection Period and to be ended on the Closing Date;

“Offer” means this document, including all schedules, executed by the Purchaser and delivered to the Vendor together with the Deposit;

“Permitted Encumbrances” means the Encumbrances set out in Schedule “B”;

“Properties” means collectively, Property 1, Property 2 and Property 3;

“Property” means the real and immovable property including all bridges and structures located thereon and belonging to the Vendor (on an “as is, where is” condition as at the Acceptance Date) comprising all of those lands within the Counties of Lanark, Renfrew and Frontenac as set out in Schedule “A” and known as “K & P Trail”, including, without limitation all easements, rights-of-way and other rights enjoyed by the Vendor as appurtenant to or in conjunction with such real or immovable property.

“Purchase Price” means the sum of One (\$1.00) Dollar (Cdn), subject to adjustment as provided in Section 7.3;

“Purchaser’s Solicitors” means Anderson Foss Professional Corporation;

“Stage 1” means the Property set out in Section 2.3(a);

“Stage 2” means the Property set out in Section 2.3(b);

“Stage 3” means the Property set out in Section 2.3(c);

“Vendor’s Solicitors” means Soloway Wright LLP.

**ARTICLE 2
OFFER, PRICE, PAYMENT AND CLOSING**

2.1 Offer

The Purchaser offers to purchase the Property from the Vendor for the Purchase Price on the Closing Date on the terms and conditions set out in this Agreement.

2.2 Payment of the Purchase Price

The Purchase Price shall be paid on Closing of Stage 1.

2.3 Closing Date

The transaction of purchase and sale contemplated by this Agreement shall be completed in the following stages:

(a) Stage 1

- a. Stage 1 shall consist of all the Property which may be conveyed to the Purchaser with or without the requirement of a survey or reference plan only in order for the Vendor to deliver clear and marketable title to the Purchaser.
- b. The Closing Date for Stage 1 shall be 90 days after the Vendor has notified the Purchaser that all required surveys have been completed and it is in a position to deliver clear and marketable title to the Purchaser.

(b) Stage 2

- a. Stage 2 shall consist of all the Property which was not, as of the Acceptance Date, registered in the name of the Vendor and to which the Vendor has obtained and deposited any required survey or reference plan and applied for and obtained a Vesting Order vesting the Property in the name of the Vendor.
- b. The Closing Date for Stage 2 shall be 90 days after the Vesting Order has been registered on the title to the Property and certified by the Land Titles Office and the Vendor has notified the Purchaser that it is in a position to deliver clear and marketable title to the Purchaser.

(c) Stage 3

- a. Stage 3 shall consist of the balance of the Property including the Property to which the Land Titles Office has indicated that the interest held by the Vendor is Leasehold and any Property over which Crown Patent(s) may be required.
- b. The Closing Date for Stage 3 shall be 90 days after the interest to the Property has been amended from Leasehold to Fee Simple; any

required survey or reference plan has been obtained and deposited; any required Vesting Order has been registered vesting the Property in the name of the Vendor and certified by the Land Titles Office; any Crown Patent(s) have been obtained and registered; and, the Vendor has notified the Purchaser that it is in a position to deliver clear and marketable title to the Purchaser.

Notwithstanding the above, the Purchaser and Vendor may add additional Stages in order to complete the conveyance of any Property that could not be completed in Stage 1, Stage 2 or Stage 3.

2.4 Time and Place of Closing

This transaction shall be completed at the offices of Anderson Foss Professional Corporation solicitors for the Purchaser, 10 Market Square, Perth, Ontario at 10:00 a.m. on the Closing Date or as otherwise agreed to by the parties. The Purchase Price as adjusted shall be paid to the Vendor at the time of the Closing of Stage 1 and shall be held in escrow until the transfer/deed and any other documents of title necessary to transfer ownership of the Property from the Vendor to the Purchaser or otherwise to implement the terms of this Agreement have been registered or filed as required or permitted by the applicable statutory provisions in this regard and Vendor and the Purchaser shall forthwith proceed with such registration or filing. In the event that such registration or filing is not effected by 5:00 p.m. on the applicable Closing Date, then all monies and documents shall be returned to the respective parties and registration or filing shall be effected as soon as is reasonably possible on the following business day. For the purpose of this paragraph “**business day**” shall mean the next day upon which the appropriate Land Registry Office is open.

If the transaction will be completed by electronic registration pursuant to Part II of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4, then the Vendor and the Purchaser agree to instruct their respective solicitors to enter into a document registration agreement in the form recommended from time to time by the Law Society of Ontario and to complete the transaction in accordance with such agreement.

ARTICLE 3 LEASE TERMS AND PARTIES

3.1 Lease of Property

The parties, **except Frontenac**, agree to enter into the Lease on the Acceptance Date, for a term ending on the Closing Date associated with each of Stage 1, Stage 2 and Stage 3, as applicable or any other Stages that may be added in accordance with paragraph 2.3.

**ARTICLE 4
INSPECTION RIGHTS**

4.1 Preliminary Deliveries

Within (10) Business Days after the Acceptance Date, the Vendor covenants to deliver to the Purchaser at the Vendor's expense executed authorizations to all relevant governmental authorities having jurisdiction permitting inquiries by the Purchaser or the Purchaser's Solicitors as to outstanding work orders, compliance with health, fire by-laws, etc. and authorizing the release of any and all information on file in respect of the Property (but not authorizing the carrying out of inspections by the respective authorities).

4.2 Access to the Property

During ordinary business hours on Business Days during the Inspection Period, the Vendor shall permit the Purchaser, its employees, engineers, surveyors, consultants and other agents access to the Property for the purpose of making soil, ground-water, environmental or other inspections, tests, measurements or surveys in, on or below the Property, at the Purchaser's sole expense, provided that the Purchaser shall have first given the Vendor 48 hours' notice of its need for such access. The Vendor may at its option have a person present at any time that the Purchaser has access to the Property as provided herein. The Purchaser agrees to indemnify the Vendor with respect to any loss, damage, charge, cost, expense and claim arising out of injury to any person or damage to the Property or property thereon which the Vendor may incur by reason of any such access, inspections, tests, measurements or surveys. The Purchaser shall provide to the Vendor copies of all reports produced as a result of the inspections and tests carried out on the Property.

During the Inspection Period, the Purchaser may undertake such inquiries of federal, provincial, municipal and local authorities as it deems prudent or necessary to determine whether the Property is subject to any environmental restrictions, prohibitions, conditions, control or limitations.

4.3 Survey

The Purchaser, **if it deems necessary and at its sole discretion,** shall obtain reference plans of survey or compiled plans for the Property at its own expense, and shall **provide copies of any draft surveys** to the Vendor at least forty-five (45) days prior to the Closing for the Vendor's approval. Following the Vendor's approval of **any** draft plans, the Purchaser shall deposit them in the appropriate land registry office, if required, in order to provide a registrable description of the Property for the completion of the transfer of the Property, including the Application for one or more Vesting Orders.

4.4 Environmental

To the best of the Vendor's knowledge and belief, there is no presence upon or under the Properties or any surrounding or neighbouring lands of, or the leakage of or likely leakage or emission from or onto the Properties of, any toxic, hazardous, dangerous or potentially dangerous substance or condition.

At any time during the Inspection Period, if the Purchaser discovers through its investigation or inquires any material adverse environmental condition relating to the Property, the Purchaser shall disclose forthwith to the Vendor the results of the investigations and inquiries in relation to the material adverse environmental condition and shall provide to the Vendor complete copies of all investigations, reports and material concerning the material adverse environmental condition and may at its sole option provide notice ("Notice") to the Vendor of its intention to terminate this Agreement by reason of the existence of such material adverse environmental condition. Upon receipt of such Notice, the Vendor, at its sole option, may make a proposal ("Proposal") to the Purchaser to provide for the abatement or elimination of such material adverse environmental condition. If the Purchaser, acting reasonably, is not satisfied with the Proposal or if the Vendor does not make a Proposal within 20 days of receipt of the Notice, notwithstanding any intermediate acts or negotiations, this Agreement shall be terminated, save as otherwise provided herein.

If the Purchaser does not provide Notice of its intention to terminate this Agreement as aforesaid within the Inspection Period or if the Purchaser provides Notice of its intention to terminate this Agreement as aforesaid within the Inspection Period but accepts the Proposal, the Purchaser shall be deemed conclusively to be satisfied with the condition of the Property and shall be deemed unequivocally to have accepted the Property and shall complete the purchase of the Property on an "As Is Where Is" basis. The term "As is Where Is" herein means in its condition or state at the Closing Date and, subject to the below statement, without any agreement, representation, warranty or obligation to inform of any kind (except as required by law), including, without limitation, as to the suitability of the Property for development, the existence of latent defects (whether known or not) and the quality of the Property including, without limitation, any environmental condition thereof and subject to all present and future claims, liabilities, suits, actions, penalties and investigation in progress or which may in the future arise directly or indirectly with respect to the Property or the condition thereof.

If this Agreement is completed:

- (a) the Purchaser shall, on the Closing Date, assume and be responsible for and release the Vendor from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused on or after the Closing Date which the Purchaser has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the Property, including any environmental liability, and the Purchaser shall indemnify the Vendor from and against all losses, damages,

costs, expenses, claims, liabilities, actions, causes of action and demands occurring on or after the Closing Date which the Vendor may suffer, incur, be subject to or liable for as a result of any claim brought against any one or more of them for any cause, matter or thing whatsoever arising out of or in any way related to the Property, including, without limitation, any environmental liability. Such release and indemnity shall be in writing and in a form satisfactory to the Vendor and the Vendor's Solicitors and shall be provided to the Vendor or the Vendor's Solicitors on the Closing Date. For the purposes of all of the provisions of this Section 4.4, Vendor shall include their respective servants, agents, employees, directors and their related or affiliated corporate entities.

(b) the Vendor shall, on the Closing Date, assume and be responsible for and release the Purchaser from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands occurring or caused before the Closing Date which the Vendor has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the Property, including any environmental liability, and the Vendor shall indemnify the Purchaser from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands occurring or caused before the Closing Date which the Purchaser may suffer, incur, be subject to or liable for as a result of any claim brought against any one or more of them for any cause, matter or thing whatsoever arising out of or in any way related to the Property, including, without limitation, any environmental liability. Such release and indemnity shall be in writing and in a form satisfactory to the Purchaser and the Purchaser's Solicitors and shall be provided to the Purchaser or the Purchaser's Solicitors on the Closing Date. For the purposes of all of the provisions of this Section 4.4, Vendor shall include their respective servants, agents, employees, directors and their related or affiliated corporate entities.

4.5 Return of Documents/Restoration of Property

If this Agreement is terminated by the Purchaser pursuant to Section 4.4, the Purchaser shall immediately return to the Vendor all documents which were delivered to it pursuant to Section 4.1 or which were given to or copied by it in the course of the inspections referred to in Section 4.2.

Following its inspection and tests, the Purchaser shall forthwith restore the Property to its original state, at the Purchaser's expense. If the Purchaser does not complete this transaction and fails to complete such restoration within 15 days of completion of its investigation and tests, the Vendor shall be entitled to restore the Property at the Purchaser's expense and the cost of such restoration shall be paid by the Purchaser forthwith on demand.

Commented [MF1]: Reciprocal statements re: environmental issues - MVCA responsible for environmental issues to closing date and Counties responsible after that. MVCA may come back and say that the Counties are responsible starting from the date that the Lease takes effect so we can reword at that time if necessary.

Commented [MF2]: Removed all of para 4.6 - Confidentiality

ARTICLE 5

REPRESENTATIONS, WARRANTIES, AND CONDITIONS

5.1 Vendor's Representations and Warranties

The Vendor represents and warrants that:

- (a) From the Acceptance Date to the Closing Date, there has been no material adverse change to the Property;
- (b) No part of the Property is or ever has been occupied, nor will it be occupied at Closing, by any officer, director or shareholder of the Vendor, as a family residence; and
- (c) The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

5.2 Purchaser's Conditions of Closing

The following are conditions of the obligation of the Purchaser to complete the transaction of purchase and sale contemplated by this Agreement:

- (a) All representations and warranties of the Vendor shall be true and complete as at the date of Closing in all material respects and the Vendor shall have delivered to the Purchaser a certificate that such representations and warranties are true;
- (b) The Vendor shall have delivered to the Purchaser all of the preliminary deliveries contemplated by Section 4.1 and all closing deliveries contemplated by Section 7.1; and
- (c) All encumbrances against the Property have been discharged except Permitted Encumbrances, and except for any Encumbrances which have been accepted by the Purchaser.

5.3 Failure to Satisfy Conditions

The conditions described in Section 5.2 are for the benefit of the Purchaser only. If any one of such conditions is not satisfied, the Purchaser may by notice in writing delivered to the Vendor declare this Agreement to be terminated. Provided that any or all of such conditions may be waived in whole or in part by the Purchaser and without prejudice to its right of termination in the event of the nonfulfillment of any other such condition or conditions, any such waiver to be by notice as aforesaid.

In the event the Purchaser terminates the Agreement for non-fulfilment by the Vendor of the conditions set out in section 5.2 then the Vendor shall be liable to the Purchaser for 100% of the total survey costs (including all fees, disbursements and HST)

and all costs paid by the Purchaser in obtaining Vesting Order(s), PIN correction(s) and/or Crown Patent(s) in respect to the Property as set out in sections 6.2, 6.3 and 6.4 (including but not limited to all court fees, process server fees, legal fees and all disbursements and HST).

5.4 Vendor's Conditions of Closing

The following are conditions of the obligation of the Vendor to complete the transaction of purchase and sale contemplated by this Agreement:

- (a) The Purchaser shall have delivered to the Vendor all closing deliveries contemplated by Section 7.2.

5.5 Failure to Satisfy Conditions

The conditions described in Section 5.4 are for the benefit of the Vendor only. If any one of such conditions is not satisfied, the Vendor may by notice in writing delivered to the Purchaser declare this Agreement to be terminated. Provided that any or all of such conditions may be waived in whole or in part by the Vendor and without prejudice to its right of termination in the event of the nonfulfillment of any other such condition or conditions, any such waiver to be by notice as aforesaid.

ARTICLE 6 TITLE/VESTING ORDER/LEASEHOLD INTEREST/PLANNING ACT

6.1 Title

Except as specifically disclosed herein, the title to the Property shall be good and free from all Encumbrances except Permitted Encumbrances. The Purchaser is not to call for the production of any title, deed, abstract, survey or other evidence of title which is not in the possession of the Vendor except as hereinbefore provided. The Purchaser is to be allowed until the end of the Inspection Period to examine the title to the Property at its own expense. If within such time period, the Purchaser furnishes to the Vendor notice in writing setting forth in reasonable detail any valid objections to title and which the Vendor shall be unwilling or unable to remove or correct (or, with respect to an objection in respect of a construction lien or similar item which can be quantified in monetary terms, the Vendor, at its option, is unable to post security and provide the Vendor's undertaking in an amount and in a form reasonably acceptable to the Purchaser to correct such deficiency within a reasonable period of time after Closing), and which the Purchaser will not waive, the Purchaser may terminate this agreement by delivering notice in writing to the Vendor to this effect and this Agreement shall, upon delivery of such notice and notwithstanding any intermediate act or negotiations, be terminated and the Vendor shall be liable to the Purchaser for 100% of the total survey costs (including all fees, disbursements and HST) and all costs paid by the Purchaser in obtaining Vesting Order(s) and Crown Patent(s) in respect to the Property as set out in sections 6.2, 6.3 and 6.4 (including but not limited to all court fees, process server fees, legal fees and all

Commented [MF3]: Kurt to speak to other the other Counties about this.

disbursements and HST). Save as to any valid objections so made by such day the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

Except as set out in Schedule "B", the Vendor hereby warrants that it is not aware of any claims or possible claims in respect to the Properties, including but not limited to title disputes, access issues, environmental issues, etc.. This Warranty shall not merge on Closing but shall survive Closing.

1. .

6.2 Vesting Order

The Vendor and Purchaser acknowledge that, in order to transfer part of the Property, the Vendor shall be required to make Application(s) to the Court for one or more Vesting Order(s). The Purchaser shall be responsible to draft the Court Application(s) and the Vendor shall cooperate in executing all required Affidavits and/or documents necessary for the Court to make a determination that the Property has vested with the Vendor.

Subject to section 6.1, the cost of obtaining the Vesting Order(s) shall be borne by the Purchaser.

6.3 Leasehold Interest

The Vendor and Purchaser acknowledge that part of the Property has an incorrect description qualifier as Leasehold interest. The Vendor and Purchaser acknowledge that the interest must be fee simple and, in order to correct this title deficiency an application to the Land Titles Office for a PIN correction must be made and, in the event this is not acceptable to the Ministry then Vesting Order(s) shall be required. The Purchaser shall be responsible to draft the PIN correction(s) and/or Court Application(s) and the Vendor shall cooperate in executing all required Affidavits and/or documents necessary for the Court to make a determination that the Property has vested with the Vendor.

Subject to section 6.1, the cost of obtaining the PIN correction(s) and/or Vesting Order(s) shall be borne by the Purchaser.

6.4 Crown Lands

The Vendor and Purchaser acknowledge that part of the Property is registered in the Crown. The Vendor shall be responsible to apply for a Crown Patent from the Ministry of Natural Resources and Forestry in order to obtain a conveyance of the Property to the Vendor in order that it may convey that part of the Property to the Purchaser.

Subject to section 6.1, the cost of obtaining the Crown Patent(s) shall be borne equally between the Vendor and Purchaser.

6.5 Planning Act

The Vendor and Purchaser agree that it is an express condition of this Agreement that the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P. 13 and any amendments thereto or enactments in substitution therefor shall be complied with.

6.6 Registry Non-Converts

Following Closing, the Purchaser may, at its sole cost, convert any Property that was conveyed to it under the Registry system to the Land Titles system.

**ARTICLE 7
COMPLETION OF PURCHASE**

7.1 Vendor's Deliveries

On Closing, the Vendor shall deliver to the Purchaser, on payment of the Purchase Price, the following:

- (a) Transfer/Deed(s) to the Property in registrable form;
- (b) A termination of the Lease for the Property set out in Stage 1, Stage 2 or Stage 3, as applicable
- (c) A statutory declaration confirming that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (d) A Certificate of the Vendor confirming the truth and accuracy of the representations and warranties of the Vendor set forth in Section 5.1;
- (e) A statement of adjustments;
- (f) Affidavits as may be required for the Purchaser to obtain the required Vesting Order(s);
- (g) Affidavits as may be required for the Purchaser to obtain the required Crown Patent(s);
- (h) Such further documentation relative to the completion of this transaction as the Purchaser or its solicitors may reasonably require.

7.2 Purchaser's Deliveries

On Closing, the Purchaser shall deliver to the Vendor the following:

- (a) The Purchase Price;
- (b) A termination of the Lease for Property 1 or Property 2 or Property 3, as applicable;

- (c) A certificate concerning the Purchaser's registration under the Excise Tax Act and an indemnity respecting the Vendor's liability for GST/HST pursuant to Section 7.5;
- (d) The release and indemnity described in Section 4.4; and
- (e) Such further documentation relative to the completion of this transaction as the Vendor or its solicitors may reasonably require.

7.3 Adjustments

The Purchase Price will be adjusted by apportioning as between the Purchaser and the Vendor as of the Closing Date all real property taxes, utilities and rents. The Vendor will prepare a draft statement of adjustments and submit it to the Purchaser at least five (5) days before the Closing Date. The Vendor and Purchaser agree to readjust the adjustments made on Closing, if necessary, as soon as reasonably convenient.

The parties agree that no adjustments will be made for amounts less than \$5,000.00 and that adjustments will be made on the cash portion of the Purchase Price.

7.4 Insurance Risk

Subject to the terms of the Lease, the Property shall be and remain until Closing at the risk of the Vendor and thereafter shall be at risk of the Purchaser.

7.5 GST/HST

- (a) The Purchase Price is exclusive of any GST/HST.
- (b) Each Purchaser represents, warrants and agrees, for itself and not jointly and severally, that: (i) such Purchaser is registered for the purposes of the GST/HST; (ii) (a) Lanark's Registration Number is 106988959; (b) Renfrew's Registration Number is 106989270; Frontenac's Registration Number is 867959249; and (iii) each such Purchaser shall be liable, shall self-assess and remit to the appropriate governmental authority all GST/HST payable in connection with the transfer of property made pursuant to this Agreement and shall indemnify and save harmless the Vendor from and against such GST/HST together with any penalties and interest thereon or other costs and expenses suffered by the Vendor which may arise as a result of any failure by the Purchaser to comply with this provision.
- (c) The Purchaser shall on the Closing Date provide the Vendor with an officer's certificate concerning registration under the *Excise Tax Act* (Canada) and an undertaking and indemnity concerning the matters set out in this Section 7.5.

ARTICLE 8 GENERAL

8.1 Canadian Funds

All dollar amounts referred to in this Agreement are in Canadian funds unless otherwise provided

8.2 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

8.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

8.4 Headings

Article and Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the content thereof.

8.5 Successors and Assigns

All of the terms and provisions in this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

8.6 Registration

The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Property without the prior written consent of the Vendor.

8.7 Time of the Essence

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged

by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

8.8 Tender

Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on Closing. Money may be tendered by bank draft or cheque certified by a chartered bank or trust company.

8.9 Residency of Vendor

The Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for the Purchaser to pay to the Minister of National Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under the non-residency provisions of the Income Tax Act by reason of the sale of the Property. The Purchaser shall not claim such credit if the Vendor delivers on Closing the prescribed certificate or a statutory declaration by an officer of the Vendor having knowledge that the Vendor is not then a non-resident of Canada.

8.10 Notice

Any notice, demand or other communication (in this Section, a "**Notice**") Required or permitted to be given or made under this Agreement shall in be in writing and shall be sufficiently given or made if:

- (a) Delivered in person during normal business hours of the recipient on a Business Day and left with a receptionist or other responsible employee of the recipient at the relevant address set forth below;
- (b) Except during any period of actual or imminent interruption of postal services due to strike, lockout or other cause, sent by registered mail; or
- (c) Sent by facsimile transmission, charges prepaid and receipt confirmed; to the Vendor :

Mississippi Valley Conservation Authority
10970 Highway 7, Carleton Place, Ontario K7C 3P1
Attention: Sally McIntyre, General Manager
Fax: 613-253-0122

With a copy to:
Soloway Wright LLP
700-427 Laurier Avenue W, Ottawa, ON K1R 7Y2
Attention: Sybil Johnson-Abbott

And to the Purchaser at:

County of Lanark
99 Christie Lake Rd, Perth, ON K7H 3C6
Attention: Kurt Greaves, CAO
Fax: 613-267-2964

With a copy to:
Anderson Foss Professional Corporation
10 Market Square, Perth ON, K7H 1V7
Attention: Mary Foss
Fax: 613-267-2741

Each notice sent in accordance with this Section shall be deemed to have been received:

- (d) At the time it was delivered;
- (e) At the beginning of business on the third Business Day after it was mailed (excluding each day on which there is any interruption of postal services due to strike, lockout or other cause);
- (f) One hour after it was sent by facsimile transmission, or at the start of business on the first Business Day thereafter if the day on which it was sent by facsimile transmission was not a Business Day.

Addresses for notice may be changed by giving notice in accordance with this section.

8.11 Solicitors as Agents and Tender

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of documents may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

The Vendor and the Purchaser acknowledge that the Teraview Electronic Registration System ("**TERS**") is operative in the land registry office in which title documents to the Property is registered and agree that the following provisions shall govern the Closing, namely:

- (a) Each of the Purchaser and the Vendor shall be obliged to retain a solicitor who is both an authorized TERS user and in good standing with the Law Society of Ontario, and who are hereby authorized by the parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on July 5, 2002 or any successor version thereto (hereinafter referred to as the "**Document**")

- Registration Agreement**”), together with the additional requirement that the registering solicitor shall also be obliged to provide the non-registering solicitor with a copy of the registration report printed by TERS upon the registration of the electronic documents, as evidence of the registration thereof, within one (1) Business Day of the Closing Date. It is understood and agreed that the Document Registration Agreement shall outline or establish the procedures and timing for completing the Transaction electronically, and shall be executed by both the Vendor’s Solicitors and the Purchaser’s Solicitors and exchanged by courier or fax between said solicitors (such that each solicitor has a photocopy of faxed copy of the Document Registration Agreement duly executed by both solicitors) by no later than five (5) days before the Closing Date;
- (b) The delivery and exchange of documents and monies respecting the Property and the release thereof to the Vendor and Purchaser, as the case may be:
- i. May not occur contemporaneously with the registration of the transfer/deed with respect to the Property (and other registrable documentation); and
 - ii. Shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any documents or funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement.
- (c) Notwithstanding anything contained in this Agreement or in the Document Registration Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the **“Tendering Party”**) upon the other party (in this paragraph called the **“Receiving Party”**) when the solicitor for the Tendering Party has:
- i. Delivered all applicable closing documents, keys and funds to the Receiving Party’s solicitor in accordance with the provisions of the Document Registration Agreement;
 - ii. Advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
 - iii. Has completed all steps required by TERS in order to complete the Transaction that can be performed or undertaken by the Tendering Party’s solicitor without the cooperation or participation of the Receiving Party’s solicitor, and specifically when the Tendering Party’s solicitor has electronically “signed” the

transfer/deed of land and (any other registrable documentation) for completeness and granted “access” to the Receiving Party’s solicitor (but without the Tendering Party’s solicitor releasing same for registration by the Receiving Party’s solicitor);

Without the necessity of personally attending upon the Receiving Party or the Receiving Party’s solicitor with the aforementioned documents or funds, and without any requirement to have an independent witness evidencing the forgoing.

8.12 Counterparts and Facsimile Transmission

This Agreement may be executed in any number of counterparts and by facsimile or digitally reproduced signature delivered by e-mail or otherwise. Each executed counterpart shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement. An executed counterpart of the Agreement may be transmitted by facsimile machine or e-mail and the transmitted copy may be executed and/or amended by the receiving party and transmitted to the other party in the same manner. Transmission of a counterpart of the Agreement shall constitute notice of the execution or amendments shown thereon; execution or other amendment of a transmitted counterpart shall be as binding as execution or amendment of an original counterpart.

8.13 Time for Acceptance

The Purchaser agrees that this Offer shall be irrevocable by it until 5:00 p.m. Perth time on the day which is 10 Business Days after the date hereof, after which time, if not accepted, this Offer shall be null and void.

DATED this _____ day of _____, 2024.

The Corporation of the County of Lanark

Per:

* _____
Kurt Greaves, C.A.O.

* _____
Steve Fournier, Warden

We have authority to bind the corporation

The Corporation of the County of Renfrew

Per:

* _____

Craig Kelley, C.A.O./Clerk

*

Peter Emon, Warden

We have authority to bind the corporation

The Corporation of the County of Frontenac
Per:

*

Kelly Pender, C.A.O.

*

Frances Smith, Warden

We have authority to bind the corporation

The undersigned hereby accepts the above offer on the terms and conditions set forth therein.

DATED this _____ day of _____, 2024.

Mississippi Valley Conservation Authority
Per:

*

Sally McIntyre, General Manager

I have authority to bind the corporation

**Schedule “A”
List of Properties**

County of Lanark:

All in the Township of Lavant, and being:

1. Part Lots 6, 7 & 8, Concession 12, designated as Part 1 on Plan 32300;
2. Part Lots 8, 9 & 10, Concessions 11 & 12, designated as Part 2 on Plan 32300;
3. Part Lots 11, 12 & 13, Concession 11, designated as Part 3 on Plan 32300;
4. Part Lots 13, 14 & 15, Concession 10, designated as Part 4 on Plan 32300;
5. Part Lot 15, Concession 9, designated as Part 5 on Plan 32300;
6. Part Lot 15, Concession 8, designated as Part 6 on Plan 32300;
7. Part Lot 16, Concession 8, designated as Part 7 on Plan 32300;
8. Part Lot 16 & 17, Concession 7, designated as Part 8 on Plan 32300;
9. Part Lot 17, Concession 6, designated as Part 9 on Plan 32300;
10. Part Lot 18, Concession 6, designated as Part 10 on Plan 32300;
11. Part Lot 19, Concession 6, designated as Part 11 on Plan 32300;
12. Part Lot 19 & 20, Concession 6, designated as Part 12 on Plan 32300;
13. Part Lot 21, Concession 5, designated as Part 13 on Plan 32300;
14. Part Lot 22, Concession 5, designated as Part 14 on Plan 32300;
15. Part Lot 22, Concession 4, designated as Part 15 on Plan 32300;
16. Part Lot 22, Concession 4, designated as Part 16 on Plan 32300;
17. Part Lot 22, Concession 4, designated as Part 17 on Plan 32300;
18. Part Lot 22, Concession 4, designated as Part 18 on Plan 32300;
19. Part Lot 23, Concession 4, designated as Part 19 on Plan 32300;
20. Part Lots 23, 24, 25, 26, & 27, Concession 3, designated as Part 20 on Plan 32300;
21. Part Lot 27, Concession 2, designated as Part 21 on Plan 32300;

Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

County of Frontenac:

All in the Township of Palmerston, and being:

1. Part Lot 16, Concession 10, designated as Part 1 on Plan 226104;
2. Part Lots 16 and 17, Concession 9, designated as Part 2 on Plan 226104;
3. Part Lot 18, Concession 9, designated as Part 3 on Plan 226104;
4. Part Lot 19, Concession 9, designated as Part 4 on Plan 226104;
5. Part Lot 19, Concession 10, designated as Part 5 on Plan 226104;
6. Part Lot 19, Concession 10, designated as Part 6 on Plan 226104;
7. Part Lot 20, Concession 10, designated as Part 7 on Plan 226104;
8. Part Lot 21, Concession 10, designated as Part 8 on Plan 226104;
9. Part Lot 21, Concession 11, designated as Part 9 on Plan 226104;
10. Part Lot 22, Concession 11, designated as Part 10 on Plan 226104;
11. Part Lot 22, Concession 11, designated as Part 11 on Plan 226104;
12. Part Lot 23, Concession 11, designated as Part 12 on Plan 226104;
13. Part Lot 24, Concession 11, designated as Part 13 on Plan 226104;
14. Part Lot 25, Concession 11, designated as Part 14 on Plan 226104;

15. Part Lot 26, Concession 11, designated as Part 15 on Plan 226104;
Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

County of Renfrew:

All in the Township of Blythfield and being:

1. Part Lot 1, Concession 2, designated as Part 1 on Plan 125990;
2. Part Lot 2, Concession 2, designated as Part 2 on Plan 125990;
3. Part Lot 3, Concession 2, designated as Part 3 on Plan 125990;
4. Part Lot 3, Concession 2, designated as Part 4 on Plan 125990;
5. Part Lot 4, Concession 2, designated as Part 5 on Plan 125990;
6. Part Lot 4 and 5, Concession 2, designated as Part 6 on Plan 125990;
7. Part Lot 6, Concession 2, designated as Part 7 on Plan 125990;
8. Part Lot 7, Concession 2, designated as Part 8 on Plan 125990;
9. Part Lot 8, Concession 2, designated as Part 9 on Plan 125990;
10. Part Lot 9, Concession 2, designated as Part 10 on Plan 125990;
11. Part Lot 10, Concession 2, designated as Part 11 on Plan 125990;
12. Part Lot 11, Concessions 1 and 2, designated as Part 12 on Plan 125990;
13. Part Lot 11, Concession 1, designated as Part 13 on Plan 125990;
14. Part Lot 14 and 15, Concession 12, designated as Part 21 on Plan 125990, save and except Part 2 on Plan 49R-13019;

Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

Schedule "B"
Permitted Encumbrances and Actual or Possible Claims

1. Any utility easement current registered against the Property.
2. Any reservations for mines or minerals contained in the original Crown Patent.

**Schedule “C”
Lease**

LEASE AGREEMENT between:

1. Mississippi Valley Conservation Authority
(“**the Landlord**”)
10970 Highway 7, Carleton Place, Ontario K7C 3P1
Fax: (613) 253-0122
Email: smcintyre@mvc.on.ca
2. The Corporation of the County of Lanark, and The Corporation of the County of Renfrew
(collectively “**the Tenant**”)
c/o County of Lanark, 99 Christie Lake Road, Perth, Ontario K7H 3C6 (Attn: Kurt Greaves)
Fax: (613) 267-2793
E-Mail: kgreaves@lanarkcounty.ca

BACKGROUND:

1. The Landlord, as Vendor, and the Tenant, as Purchaser, have entered into an Agreement of Purchase and Sale (the “**Purchase Agreement**”) for the sale by the Landlord to the Tenant (the “**Transaction**”) of the Property set out in Schedule “A” and being more particularly known as the K & P Trail (the “**Leased Premises**”).
2. The Transaction will close at a future date or dates as contemplated by the Purchase Agreement.
3. The Tenant wishes to lease the Leased Premises.
4. The Landlord and Tenant have agreed that the Tenant may take possession of the Property prior to the closing of the Transaction upon the parties entering into a lease of the Leased Premises.
5. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT:

In consideration of the rents reserve and covenants and agreements herein the parties agree as follows:

1. The Landlord, being the registered owner or entitled to become the registered owner of the Leased Premises, hereby leases to the Tenant the Leased Premises.
2. The term of the Lease shall commence **at the end of the Inspection Period** and end on the Closing Date (the “**Term**”). It being understood by all Parties that certain parts of the Leased Premises will be conveyed to the Tenant during the Term in accordance with the Purchase

Agreement and the Tenant will continue to lease the balance of the Leased Premises until such time as all of the Leased Premises have been conveyed to the Tenant.

3. During the Term of the Lease, the rent shall be Ten (\$10.00) Dollars per year payable in advance on the first day of each lease year during the Term with the first payment to be made on the Acceptance Date.
4. In addition to rent, the Tenant shall be responsible for and shall pay all realty taxes levied against the Leased Premises.
5. In the event the Purchase Agreement is terminated, the notice of termination delivered pursuant to the Purchase Agreement shall constitute notice of termination under this Lease.
6. Subject to paragraph 7, in the event the Purchase Agreement has not been completed within five (5) years of the Closing Date for Stage 3 then this Lease may be terminated at any time after the five (5) year date, by either party giving one (1) year written notice of termination to either party. Subject to paragraph 11, in the event of termination under this paragraph, there shall be no liability to such other party for damages or compensation by reason of such termination.
7. In the event the Purchase Agreement is not, or cannot be, completed for any reason, the Landlord and Tenant shall enter into a Lease of the Property on terms satisfactory to both parties. In the event the Landlord and Tenant cannot agree on the terms, then this Lease may be terminated by either party giving one (1) year written notice of termination to either party, at any time following notification by either party that this the Purchase Agreement cannot be completed. Subject to paragraph 11, in the event of termination under this paragraph there shall be no liability to either part for damages or compensation by reason of such termination.
8. The Tenant hereby covenants with the Landlord as follows:
 - a. To pay the rent hereby reserved in the manner and on the days specified herein;
 - b. To continue to use and occupy the Leased Premises in a lawful manner, solely for the purpose of maintaining and upgrading a recreational trail (the "Trail") on the Leased Premises and for members of the public to enter onto and use the Trail for those purposes to which it is currently being used, including but not limited to motorized access to cottage properties, snowmobiling, walking, hiking and cycling
 - c. Not to store goods of an explosive, dangerous or inflammable nature or character in or upon the Leased Premises without the prior written consent of the Landlord;
 - d. To permit the Landlord and its agents at all reasonable times to enter and view the state of repair of the Leased Premises and promptly repair and maintain them in accordance with reasonable notice to do so given by the Landlord or its agents;
 - e. Not to assign this Lease or sublet the Leased Premises without the written consent of the Landlord, which consent may be unreasonably denied;
 - f. Not to make any alterations or additions to the Leased Premises without the prior written consent of the Landlord;
 - g. To maintain the Leased Premises throughout the Term in a neat and clean condition

and shall be entitled to place waste baskets on the Leased Premises for waste pickup and, where necessary, to enter to remove litter;

- h. On termination of the Lease, the Tenant may remove tenant fixtures provided there is no damage to the Leased Premises and the Tenant shall leave the Leased Premises in a reasonable condition;
- i. Not to do or permit to be done anything on the Leased Premises which may make void or voidable any insurance upon the Leased Premises.

Notwithstanding paragraph e. above, the Landlord acknowledges and agrees that the Tenant may enter into a sublease or licence agreement with any insured group (ie. OFSC, OFATV, etc.) without the prior written consent of the Landlord.

- 9. The Tenant acknowledges that the Landlord has permitted motorized vehicles to be used by members of the public on the Leased Premises and the Tenant hereby covenants that it will allow the continued use of motorized vehicles by the public during its tenancy, provided the use complies with the Tenant's By-Laws.
- 10. The Landlord hereby permits the Tenant to install signage as may be necessary for risk management and notice purposes in accordance with the *Trespass to Property Act*, R.S.O. 1990, c. T.21 and to place benches and other removable structures which are appropriate to the use of the Leased Premises as part of the Trail.
- 11. The Tenant shall be permitted, with the consent of the Landlord, to lay down aggregate, repair or replaces bridges or culverts on the Leased Premises (the "**Improvements**") to allow for the safe use of the Leased Premises by persons and motor vehicles, as determined by the Tenant in its sole and absolute discretion. In the event the Purchase Agreement or this Lease is terminated through no fault of the Tenant, the Landlord shall reimburse the Tenant for all costs the Tenant has incurred for any Improvements (including material, labour, HST, etc.) on the Leased Premises.
- 12. It is understood and agreed that portions of the Leased Premises may consist of roadway or rights-of-way used by third parties for the purpose of gaining access to adjoining land and the Tenant agrees that such roadways or rights-of-way may be used for such purpose jointly with the Tenant. The Landlord hereby confers the right and authority and imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times and that the Tenant shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. The Landlord and Tenant agree that neither the Landlord nor the Tenant shall be responsible for the removal of snow from such roadways or rights-of-way.
- 13. It is further understood that a portion of the Leased Premises may be subject to the existence or may later become subject to the existence of easements for power, telephone or telegraph lines or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the Leased Premises for the purpose of repairing and maintaining such power, telephone or telegraph liens, drains, sewers, pipes and subsurface structures or for the purpose of doing those things

which may arise from the grant of any easement which burdens the Leased Premises.

14. The Landlord hereby covenants with the Tenant to permit the Tenant, as long as it pays the rent and complies with his covenants, to use the Leased Premises without interference from the Landlord or those claiming under it.
15. The Tenant shall not suffer or permit any construction lien or similar lien to be filed or registered against the Leased Premises. If such lien shall at any time be filed or registered, the Tenant shall procure its discharge within twenty (20) days after the lien has come to the attention of the Tenant or the Landlord, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord and if the Tenant has deposited with the Landlord or has paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant's leasehold interest shall thereby become liable to forfeiture or sale.

The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the Leased Premises and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses incurred by Landlord, including its legal fees, shall be paid by the Tenant to the Landlord on demand by the Landlord.

16. The Parties acknowledge and agree that either the Landlord or the Tenant, or their respective solicitors, may register on title a notice of this Lease.
17. In the event that Harmonized Sales Tax (HST) is payable on the rent or any other amounts payable by the Tenants, then HST shall be in addition.
18. The Tenant shall maintain insurance to the reasonable satisfaction of the Landlord and shall annually deliver proof of such insurance. The insurance shall name the Landlord as an additional insured. Minimum insurance requirements are:
 - a. Comprehensive general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, tenant's legal liability and contractual liability coverage with respect to the Leased Premises and the operation of the Tenant and any other person on the Leased Premises and by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any other part of the Leased Premises. Such policies written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$5,000,000.00 or such higher limits as the Landlord may reasonably require from time to time.
 - i. Landlord to be added as an additional insured; and
 - ii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them
 - b. Any other form of insurance, in such amounts and against such risks, as the

Landlord may from time to time reasonably require.

19. The Tenant covenants to keep the Landlord indemnified against all claims, and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its elected officials, officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provision of this Lease to the contrary.
20. It is understood and agreed that the Leased Premises are being leased to the Tenant "as is". The Tenant confirms that it has satisfied itself as to the condition of the Leased Premises and their fitness for the use intended. The Tenant acknowledges that it has inspected the Leased Premises and conducted an independent investigation of current and past uses of the Leased Premises and that the Tenant has not relied on any representations by the Landlord concerning any condition of the Leased Premises, environmental or otherwise. The Landlord makes no representations or warranties whatsoever regarding the fitness of the Leased Premises for any particular use.
21. Notwithstanding paragraph 20 herein, to the best of the Landlord's knowledge and belief, there is no presence upon or under such Leased Premises or any surrounding or neighbouring lands of, or the leakage of or likely leakage or emission from or onto the Leased Premises of, any toxic, hazardous, dangerous or potentially dangerous substance or condition.

Miscellaneous Provisions:

22. The Background recitals are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.
23. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
24. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of facsimile transmission directed to the parties at the fax numbers listed on page 1 of this Agreement (if any) or by email to the email addresses listed on page 1 of this Agreement (if any).

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this agreement.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

25. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
26. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.
27. Each party acknowledges that each of them personally and by their solicitors have contributed to the preparation of this Lease and that each has approved the last draft before settling it in final form. Each party affirms that the Lease is to be construed as if the parties were joint authors and is not to be construed against one party as if that party or that party's solicitor were the sole or major author of the Lease.
28. Except as otherwise provided, this Lease shall endure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto. All obligations of the Tenant shall be joint and several obligations.
29. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which take together shall constitute the same agreement.
30. The date of this Lease is the date on which the last Party executes this Lease. The date of commencement of the Lease is as stated on page 1.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands and seals.

The Corporation of the County of Lanark

Per:

* _____ Date: _____
Kurt Greaves, C.A.O.

* _____ Date: _____
Steve Fournier, Warden

We have authority to bind the corporation

The Corporation of the County of Renfrew

Per:

* _____ Date: _____
Craig Kelley, C.A.O./Clerk

* _____ Date: _____
Peter Emon, Warden

We have authority to bind the corporation

Mississippi Valley Conservation Authority
Per:

* _____ Date: _____
Sally McIntyre, General Manager

I have authority to bind the corporation

**Schedule “A”
Leased Premises**

County of Lanark:

All in the Township of Lavant, and being:

22. Part Lots 6, 7 & 8, Concession 12, designated as Part 1 on Plan 32300;
23. Part Lots 8, 9 & 10, Concessions 11 & 12, designated as Part 2 on Plan 32300;
24. Part Lots 11, 12 & 13, Concession 11, designated as Part 3 on Plan 32300;
25. Part Lots 13, 14 & 15, Concession 10, designated as Part 4 on Plan 32300;
26. Part Lot 15, Concession 9, designated as Part 5 on Plan 32300;
27. Part Lot 15, Concession 8, designated as Part 6 on Plan 32300;
28. Part Lot 16, Concession 8, designated as Part 7 on Plan 32300;
29. Part Lot 16 & 17, Concession 7, designated as Part 8 on Plan 32300;
30. Part Lot 17, Concession 6, designated as Part 9 on Plan 32300;
31. Part Lot 18, Concession 6, designated as Part 10 on Plan 32300;
32. Part Lot 19, Concession 6, designated as Part 11 on Plan 32300;
33. Part Lot 19 & 20, Concession 6, designated as Part 12 on Plan 32300;
34. Part Lot 21, Concession 5, designated as Part 13 on Plan 32300;
35. Part Lot 22, Concession 5, designated as Part 14 on Plan 32300;
36. Part Lot 22, Concession 4, designated as Part 15 on Plan 32300;
37. Part Lot 22, Concession 4, designated as Part 16 on Plan 32300;
38. Part Lot 22, Concession 4, designated as Part 17 on Plan 32300;
39. Part Lot 22, Concession 4, designated as Part 18 on Plan 32300;
40. Part Lot 23, Concession 4, designated as Part 19 on Plan 32300;
41. Part Lots 23, 24, 25, 26, & 27, Concession 3, designated as Part 20 on Plan 32300;
42. Part Lot 27, Concession 2, designated as Part 21 on Plan 32300;

Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

County of Frontenac:

All in the Township of Palmerston, and being:

16. Part Lot 16, Concession 10, designated as Part 1 on Plan 226104;
17. Part Lots 16 and 17, Concession 9, designated as Part 2 on Plan 226104;
18. Part Lot 18, Concession 9, designated as Part 3 on Plan 226104;
19. Part Lot 19, Concession 9, designated as Part 4 on Plan 226104;
20. Part Lot 19, Concession 10, designated as Part 5 on Plan 226104;
21. Part Lot 19, Concession 10, designated as Part 6 on Plan 226104;
22. Part Lot 20, Concession 10, designated as Part 7 on Plan 226104;
23. Part Lot 21, Concession 10, designated as Part 8 on Plan 226104;
24. Part Lot 21, Concession 11, designated as Part 9 on Plan 226104;
25. Part Lot 22, Concession 11, designated as Part 10 on Plan 226104;
26. Part Lot 22, Concession 11, designated as Part 11 on Plan 226104;
27. Part Lot 23, Concession 11, designated as Part 12 on Plan 226104;
28. Part Lot 24, Concession 11, designated as Part 13 on Plan 226104;
29. Part Lot 25, Concession 11, designated as Part 14 on Plan 226104;

30. Part Lot 26, Concession 11, designated as Part 15 on Plan 226104;
Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.

County of Renfrew:

All in the Township of Blythfield and being:

15. Part Lot 1, Concession 2, designated as Part 1 on Plan 125990;
16. Part Lot 2, Concession 2, designated as Part 2 on Plan 125990;
17. Part Lot 3, Concession 2, designated as Part 3 on Plan 125990;
18. Part Lot 3, Concession 2, designated as Part 4 on Plan 125990;
19. Part Lot 4, Concession 2, designated as Part 5 on Plan 125990;
20. Part Lot 4 and 5, Concession 2, designated as Part 6 on Plan 125990;
21. Part Lot 6, Concession 2, designated as Part 7 on Plan 125990;
22. Part Lot 7, Concession 2, designated as Part 8 on Plan 125990;
23. Part Lot 8, Concession 2, designated as Part 9 on Plan 125990;
24. Part Lot 9, Concession 2, designated as Part 10 on Plan 125990;
25. Part Lot 10, Concession 2, designated as Part 11 on Plan 125990;
26. Part Lot 11, Concessions 1 and 2, designated as Part 12 on Plan 125990;
27. Part Lot 11, Concession 1, designated as Part 13 on Plan 125990;
28. Part Lot 14 and 15, Concession 12, designated as Part 21 on Plan 125990, save and except Part 2 on Plan 49R-13019;

Reserving and excepting any mines, ores, metals, coal, slate, mineral oils, gas or other minerals in or under the said lands.



TOWN OF PETAWAWA

1111 Victoria Street, Petawawa, Ontario K8H 2E6

(613) 687-5536

email@petawawa.ca

petawawa.ca

July 23, 2024

Lee Perkins, Director of Public Works & Engineering
County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5

Dear Mr. Perkins:

RE: Traffic Study Request – County Road #51 (Petawawa Boulevard)

At its meeting of July 22, 2024 Council of the Corporation of the Town of Petawawa adopted the following resolution in response to Staff Report PW-22-2024:

Council Meeting – July 22, 2024 – Resolution #9

***Moved by Theresa Sabourin
Seconded by Murray Rutz***

That Council requests that a traffic study be conducted by the County of Renfrew on County Road #51 Petawawa Boulevard between Golf Course Road and Silke Drive and provide recommendations to the Town of Petawawa.

Carried

It is my understanding there is a fee of \$750.00 for the County to conduct the study; the Town of Petawawa agrees to pay this fee. Please invoice the Town of Petawawa for this amount. Further, a copy of Staff Report PW-22-2024 is attached to provide further details regarding Council's request.

Should you have any questions regarding this correspondence, please do not hesitate to contact the undersigned.

Sincerely,

Chris Mantha, CRS-S, CMM III, C.Tech.
Director of Public Works

cc: Scott Randolph, Chief Administrative Officer
Colin Howard, Director of Legislative Services/Clerk

COUNTY OF RENFREW

BY-LAW NUMBER 118-24 D

**A BY-LAW FOR THE EXECUTION OF CONTRACT PWC-2024-44
BASE AGGREGATE SUPPLY AND/OR SUPPLY AND DELIVERY RATES – ALGONQUIN TRAIL**

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 under Contract PWC-2024-44 for the base aggregate supply and/or supply and delivery rates for the Algonquin Trail located from County Road 55 (Paquette Road) to 15.5 km north, within the Towns of Petawawa and Laurentian Hills, and for approximately 1.4 km from Pembroke Street West to Boundary Road, within the City of Pembroke, in the amount of \$333,440, plus applicable taxes, in accordance with County of Renfrew Corporate Policy GA-01 Procurement of Goods and Services;

AND WHEREAS the Warden and Chief Administrative Officer, under Delegated Authority By-law 98-24, (Section 2 – Agreements - Contracts, Subsection 2.1) have reviewed and accepted the tenders submitted by Do-All Construction, Pembroke, Ontario and Bonnechere Excavating Inc., Renfrew, Ontario.

NOW THEREFORE, the County of Renfrew hereby enacts:

1. THAT Items 1, 2, 3, 5 and 6 of Contract PWC-2024-44 for the base aggregate supply and/or supply and delivery rates for the Algonquin Trail located from County Road 55 (Paquette Road) to 15.5 km north, within the Towns of Petawawa and Laurentian Hills, as submitted by Do-All Construction, Pembroke, Ontario, be awarded.
2. THAT Items 4, 7 and 8 of Contract PWC-2024-44 for the base aggregate supply and/or supply and delivery rates for the Algonquin Trail located approximately 1.4 km from Pembroke Street West to Boundary Road, in the City of Pembroke, as submitted by Bonnechere Excavating Inc., Renfrew, Ontario, be awarded.
3. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said contract.
4. THAT this By-law shall come into force and take effect on August 28, 2024

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

MEMORANDUM

TO: Craig Kelley, CMO, Dipl.M.A., Dipl.M.M., Ec.D., CAO/Deputy Clerk
Gwen Dombroski, Dipl.M.A., Dipl.M.M., Manager of Legislative Services/Clerk

CC: Lee Perkins, C.E.T., MBA, Director of Public Works & Engineering
Taylor Hanrath, P.Eng., Manager of Capital Works
Evelyn VanStarkenbug, Administrative Assistant III

FROM: Anthony Hobbs, Trails Coordinator

DATE: August 28, 2024

SUBJECT: **Contract Award by Delegated Authority – PWC-2024-44 - RFQ
Algonquin Trail – Base Aggregate Supply and/or Supply and Delivery Rates**

BACKGROUND

The County of Renfrew Department of Public Works & Engineering issued a Request for Quotation (RFQ) for the Base Aggregate Supply and/or Supply and Delivery Rates for the County's Algonquin Trail, located from County Road 55 (Paquette Road) to 15.5 km north within the Towns of Petawawa and Laurentian Hills, and in the City of Pembroke for approximately 1.4 km from Pembroke Street West to Boundary Road. Quotations were received until 2:00 p.m., August 8, 2024 from the following suppliers:

1. Bonnechere Excavating Inc. Renfrew, ON
2. Do-All Construction, Pembroke, ON
3. G.P. Splinter, Pembroke, ON
4. R.G.T Clouthier Construction, Pembroke, ON

The RFQ was for various granular items and was separated into separate items for 'supply and delivery' and 'supply only'. The 'supply only' items would be transported to site by available County staff and equipment. The RFQ also identified that items could be awarded separately to different Contractors.

The submission by Do-All Construction quoted the lowest cost for Items 1, 2, 3, 5, and 6. A combination of these items will be used, using County staff and equipment as well as Contractor forces. The submission by Bonnechere Excavating Inc. quoted the lowest cost for Items 4, 7, and 8. A table showing a comparison of the submitted unit rates and estimated quantities is attached for reference, though must remain confidential. A combination of these items will be used, using County staff and equipment as well as Contractor forces. The maximum total cost of the works in this contract is \$333,440.00, based on supply and delivery, though it is anticipated to be substantially less as County staff and equipment are available for transport of some of the materials.

Though the County has two different stockpiles of Granular 'M' available for trail works, they are strategically located to the north (near Chalk River and Deux Riviere), and will be used up through construction of Algonquin Trail from Deep River to Bissett Creek.

Procurement of the services included in this Request for Quotations followed the requirements set out in Policy GA-01 – Procurement of Goods and Services.

In accordance with By-law 98-24, a By-law to Delegate Authority to Provide Certain Delegations of Authority from County Council to the Warden, Clerk and CAO for the Administration of the Corporation of the County of Renfrew, Schedule A, Item 2.1, the signing authority for Agreements under By-law is delegated to the Warden, Clerk, CAO contingent on the appointment/contract

awards being approved within funding allocations and that there is no irregularities associated with the procurement process. Staff have reviewed the tender submissions and found no irregularities. Additionally, per below, the projected costs with the lowest quotation submissions are within approved funding allocations.

If award is approved, report of the use of Delegated authority will occur in meetings of Recreational Trails Advisory Committee, Operations Committee, and County Council scheduled in September, 2024.

FINANCIAL IMPLICATIONS

The lowest bid costs are \$333,440.00, plus HST. As contained in the February 1, 2024 Trails Advisory Committee Report, the 2024 Capital Budget allocation for Algonquin Trail Development is \$3,829,538.

Staff have reviewed all trail costs, and provide the attached spreadsheet as reference, to confirm that there are sufficient funds in the 2024 Capital Budget for Algonquin Trail Development to complete the project as quoted.

RECOMMENDATION

THAT Items #1, 2, 3, 5 & 6 for Contract PWC-2024-44, as submitted by Do-All Construction and THAT Items #4, 7 & 8 as submitted by Bonnechere Excavating Inc. for the Base Aggregate Supply and/or Supply and Delivery Rates for the County’s Algonquin Trail, located from County Road 55 (Paquette Road) to 15.5 km north within the Towns of Petawawa and Laurentian Hills, and in the City of Pembroke for approximately 1.4 km from Pembroke Street West to Boundary Road., in the amount of \$312,440.00 and \$120,900.00 respectively, be approved; AND THAT a By-law be adopted to approve the Contract; AND THAT a Purchase Order be issued to authorize works to proceed.

Recommended by:

Anthony Hobbs
Trails Coordinator

Endorsed by:

Taylor Hanrath, P.Eng.
Manager of Capital Works

Approved by:

Gwen Dombroski, Dipl.M.A., Dipl.M.M.
Manager of Legislative Services/Clerk

Approved by:

Craig Kelley, CMO, Dipl.M.A., Dipl.M.M., Ec.D.,
CAO/Deputy Clerk

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into on [Date], by and between the Townships of Whitewater Region ("Whitewater Region") and Laurentian Valley ("Laurentian Valley") (collectively referred to as "Townships") and the County of Renfrew ("County").

Background:

The Townships, as owners of certain properties formerly owned by CN Rail ("CN Lands"), desire to sell these properties to the County as shown on Schedule A attached hereto and forming a part of this MOU, under the following terms and conditions:

Sale of Properties:

1. The Townships agree to sell the properties listed in Schedule A to the County for nominal consideration of \$1.00 each.
2. The County agrees to accept the transfer of the properties.
3. The Townships will continue to assume all existing environmental liabilities associated with the properties.
4. If, in the future, the County should consider sale or transfer of the subject properties, the Townships shall be offered the lands located within their boundaries first.

Maintenance and Construction Support:

1. The Townships agree to pay the County an upset limit amount of ten thousand dollars (\$10,000.00) each per year for maintenance of the transferred properties.
2. The maintenance payments will be made annually for a period of five (5) years from the date of transfer.
3. The County shall provide an estimated cost of maintenance activities planned in the first quarter of each year in the form of an itemized Work Plan to the Townships. A summary of actual costs incurred for the year shall be provided by the County in the fourth quarter of the year to the Townships. If the actual costs incurred should be less than thirty thousand dollars (\$30,000.00), the Townships shall only be invoiced for 33.3% of the actual costs incurred, not the ten thousand dollars (\$10,000.00) identified above.
4. If a grant application for Capital investment on the transferred properties should be successful, the Townships may elect to pay the balance owing of all remaining years of maintenance support upfront to be included in the overall Capital project on the transferred lands. For example, if four (4) years remain in annual payments for maintenance, forty thousand dollars (\$40,000.00) each may be transferred to be included in the Capital project on the transferred lands.

Township of Whitewater Region:

[Signature] [Printed Name] [Title] [Date]

Township of Laurentian Valley:

[Signature] [Printed Name] [Title] [Date]

County of Renfrew:

[Signature] [Printed Name] [Title] [Date]

Schedule A - Properties

[List of properties being transferred]

Date	<15	15 to <20	20 to <25	25 to <30	30 to <35	35 to <40	40 to <45	45 to <50	50 to <55	55 to <60	60 to <65
8/14/2024	0	1	2	1	4	7	7	11	26	43	93
8/15/2024	1	2	1	4	2	18	8	22	34	57	147
8/16/2024	1	2	2	5	4	11	9	19	36	57	111
8/17/2024	2	1	0	1	0	6	5	6	3	27	73
8/18/2024	4	1	1	2	2	3	4	6	5	25	83
8/19/2024	1	0	0	4	3	12	16	16	24	48	92
8/20/2024	8	0	3	4	5	8	13	17	43	55	113
8/21/2024	1	0	0	3	1	4	9	6	12	29	34
TOTAL	18	7	9	24	21	69	71	103	183	341	746
TOTAL %	0.02%	0.01%	0.01%	0.03%	0.02%	0.08%	0.08%	0.12%	0.21%	0.39%	0.86%

65 to <70	70 to <75	75 to <80	80 to <85	85 to <90	90 to <95	95 to >100	Total Counts
261	948	2299	3118	2113	747	211	9892
442	1287	3163	4340	2839	1104	356	13827
434	1390	3238	4299	2917	1004	381	13920
284	892	2200	3089	2130	815	263	9797
245	762	1746	2384	1702	729	262	7966
239	971	2726	3958	2782	965	311	12168
362	1206	3003	4310	2894	980	356	13380
135	462	1275	1877	1232	432	177	5689
2402	7918	19650	27375	18609	6776	2317	86639
2.77%	9.14%	22.68%	31.60%	21.48%	7.82%	2.67%	100.00%

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW FOR THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR
CONTRACT PWC-2024-53 FOR THE ENGINEERING SERVICES FOR RECONSTRUCTION OF
COUNTY STRUCTURE B053 (CONSTANT CREEK BRIDGE)
TOWNSHIP OF GREATER MADAWASKA**

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 request for proposals were requested for the engineering services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3km north of County Road 508 (Calabogie Road), Township of Greater Madawaska under Contract PWC-2024-53;

AND WHEREAS the proposal submitted by Planmac Engineering Incorporated, Mississauga, Ontario, to provide design services, 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 County of Renfrew approve of the award of Contract No. PWC-2024-53 for the engineering services for the reconstruction of County Structure B053 (Constant Creek Bridge), located on Ferguson Lake Road, approximately 5.3km north of County Road 508 (Calabogie Road), Township of Greater Madawaska in the amount of \$196,831, 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 25th day of September, 2024.

READ a second time this 25th day of September, 2024.

READ a third time and finally passed this 25th day of September, 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW FOR THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
WITH THE TOWNSHIPS OF LAURENTIAN VALLEY AND WHITEWATER REGION
FOR THE SALE OF FORMER CN RAIL PROPERTY**

WHEREAS Section 20(1) of the Municipal Act, 2001, S.O., 2001 as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the County of Renfrew deems it appropriate and in the public interest to enter into a Memorandum of Understanding with the Townships of Laurentian Valley and Whitewater Region for the sale of certain properties formerly owned by CN Rail and currently owned by the Townships of Laurentian Valley and Whitewater Region for the purpose of creating a recreational trail;

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 enter into a Memorandum of Understanding with the Townships of Laurentian Valley and Whitewater Region or the sale of certain properties formerly owned by CN Rail currently owned by the Townships of Laurentian Valley and Whitewater Region for the purpose of creating a recreational trail.
2. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said agreement.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 25th day of September, 2024

READ a second time this 25th day of September, 2024.

READ a third time and finally passed this 25th day of September, 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO ENTER INTO A ROAD ACCESS AGREEMENT ON
COUNTY ROAD 37 (MURPHY ROAD) WITH 2833868 ONTARIO INC.**

WHEREAS under Section 11(3) of the Municipal Act, 2001, S.O. 2001, as amended, a municipality may pass by-laws respecting highways under its jurisdiction;

AND WHEREAS under Section 35 of the Act, a municipality may pass by-laws restricting access to a highway under its jurisdiction by an owner of land abutting that highway;

AND WHEREAS Renfrew County Road 37 (Murphy Road) is under the jurisdiction of the Council of the Corporation of the County of Renfrew;

AND WHEREAS it is necessary to control access to lands described as Part of Lot 18, Concession 7, being Parts 2, 3, 4 and 5 on Reference Plan 49R-????, in the geographic Township of Petawawa, Town of Petawawa, County of Renfrew;

AND WHEREAS the above described lands are currently held under the title of 2833868 Ontario Inc.;

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

1. THAT the Council of the Corporation of the County of Renfrew enter into a Road Access Agreement with 2833868 Ontario. Inc., as described in Schedule 'A' attached to this By-law for the purpose of controlling access to County Road 37 (Murphy Road).
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.

READ a first time this 25th day of September 2024. READ a

second time this 25th day of September 2024.

READ a third time and finally passed this 25th day of September 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

SCHEDULE 'A'

ROAD ACCESS AGREEMENT

THIS ROAD ACCESS AGREEMENT made as of the ___ day of ___, 2024.

BETWEEN:

2833868 Ontario Inc.
17 Brandon Avenue
Pembroke, ON
K8A 6W5
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF RENFREW
County Administration Building
9 International Drive,
Pembroke, ON K8A 6W5
(hereinafter collectively called the "County")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

1. Under its File Nos. B22/23(1) and B22/23(2) the County of Renfrew Land Division Committee granted provisional consents to the creation of two new lots from the Owner's land more particularly described in Schedule "A" annexed hereto (hereinafter called the "Owner's" Land), in the case of the said lots together with a right-of-way in, over, along and upon Parts 4 and 5, Plan 49R-[to be inserted once deposited] for purposes of ingress and egress to and from the said lots; and
2. It is a condition of the said provisional consents that the parties enter into this Road Access Agreement; and
3. 2833868 [Ontario Inc.](#) is owner of Parts 4 and 5, Plan 49R-[to be inserted once deposited]. The owner intends that this agreement satisfy the requirement.

4. Section 53(2) of the *Planning Act*, R.S.O. 1990, c. P.13 as amended, affords to the council of a municipality the same powers with respect to a consent with respect to the approval of a plan of subdivision under Section 51 (25) of the said Act; and
5. The County deems it expedient and in the public interest that this Road Access Agreement be entered into.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by each party to the other, the receipt and sufficiency whereof is hereby by each of them respectively acknowledged, and further in consideration of the covenants hereinafter set forth, the parties hereto agree as follows:

1. The following Schedules are annexed hereto and form part of this Agreement:
 - “A” - Legal Description of the Owner’s Land;
 - “B” - Legal Description of the New Lots; and
 - “C” - Description of Access Point (as hereinafter defined).
2. The parties acknowledge that the County of Renfrew Land Division Committee has granted provisional consents to the severance from the Owner’s Land of two lots, each having a frontage on County Road 37 (Murphy Road), which lots are more particularly described in Schedule “B” annexed hereto (hereinafter referred to as the “Lots”).
3. (a) The Owners acknowledge that the consents were granted only on the condition that road access to the Lots from County Road 37 be via a single entrance located along the frontage on that part of the Owner’s land more particularly described in Schedule “C” to this Agreement (hereinafter referred to as the “Access Point”).

(b) The Owners undertake and agree to apply in the prescribed form and to pay the prescribed fee and to obtain from the County an entrance in accordance with the permit, and the County hereby undertakes and agrees to issue an entrance permit allowing access to the lots by means of the entrance located at the Access Point upon presentation of the Owners’ application in prescribed form and payment of the prescribed fee.

4. The Owners acknowledge that the County does not now and will not or in the future ever agree to allow access to either of the Lots or issue an entrance permit with respect to either of the Lots except for the common entrance at the Access Point provided for in paragraph 3 of this Agreement.
5. The Owners hereby release and agree to indemnify and save harmless the County, its elected officials, its agents and employees, from any and all claims, costs, expenses and damages arising from the existence of the entrance at the Access Point, or as a result of the use of the said entrance extending from the said entrance to the Lots by the Owners, the survivor of them, their successors in title to any of the Lots or any other person, whether due to the inability of emergency vehicles to access any of the Lots or otherwise.
6. The Owners agree to pay to the County that amount which is equivalent to the total of all legal and planning fees and disbursements incurred by the County in connection with the review, authorization and execution of this Agreement.
7. This Agreement shall be registered at the expense of the Owners against the title to the Lots and shall run with the title to the Lots.
8. This Agreement shall enure to the benefit of the County and its successors and shall be binding upon the Owners, the survivors of the Owners, and their respective personal representatives, heirs, successors and assigns, including in particular their successors in title to the Lots.

IN WITNESS WHEREOF this Agreement has been executed by the Owners and by the County, which has affixed its seal attested by the signatures of the Warden or his designate and the Chief Administrative Officer/Clerk or his designate, pursuant to an authorizing by-law.

SIGNED and DELIVERED)
in the presence of:)

Witness

Witness

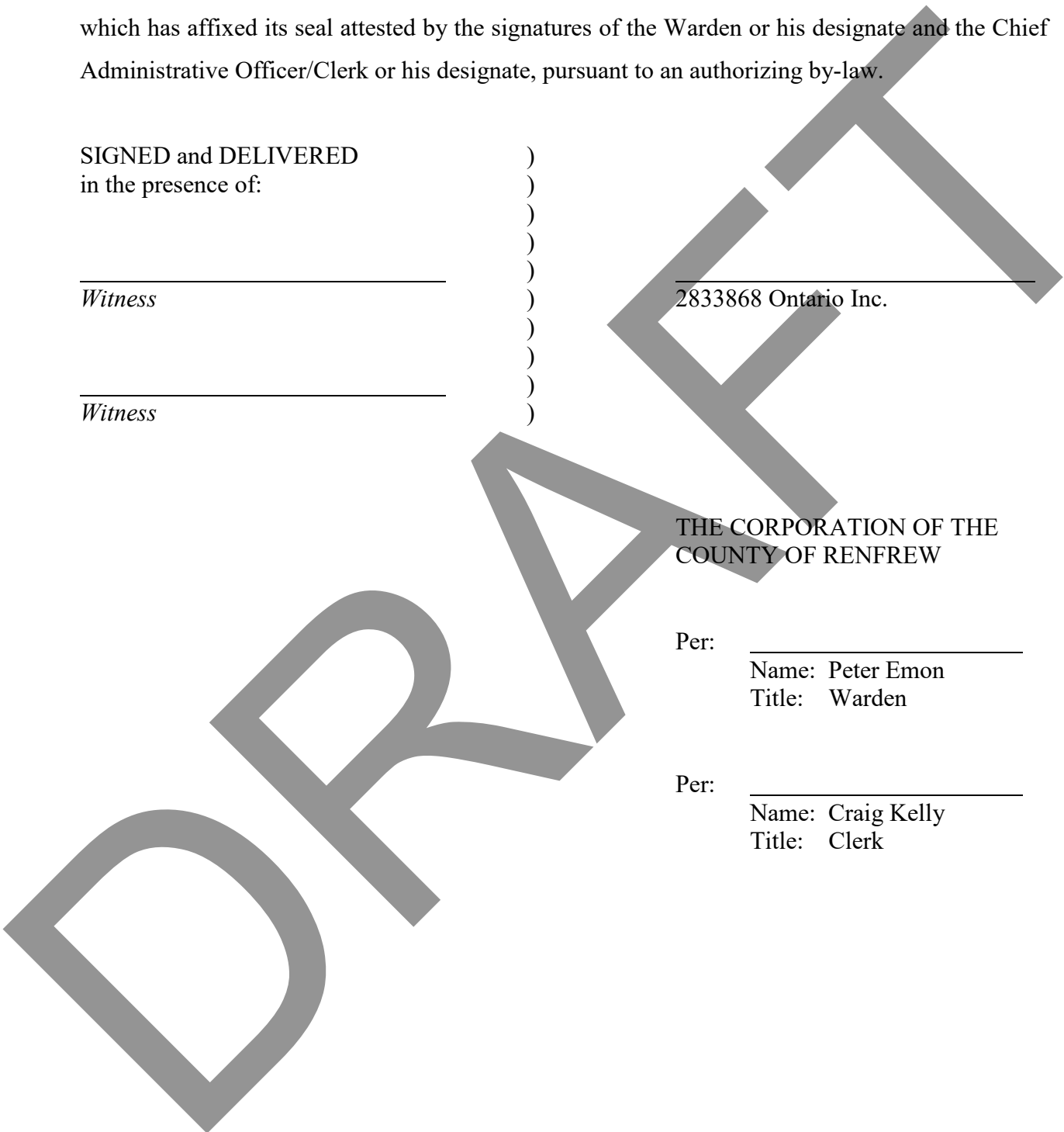
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2833868 Ontario Inc.

THE CORPORATION OF THE
COUNTY OF RENFREW

Per: _____
Name: Peter Emon
Title: Warden

Per: _____
Name: Craig Kelly
Title: Clerk



SCHEDULE "A"

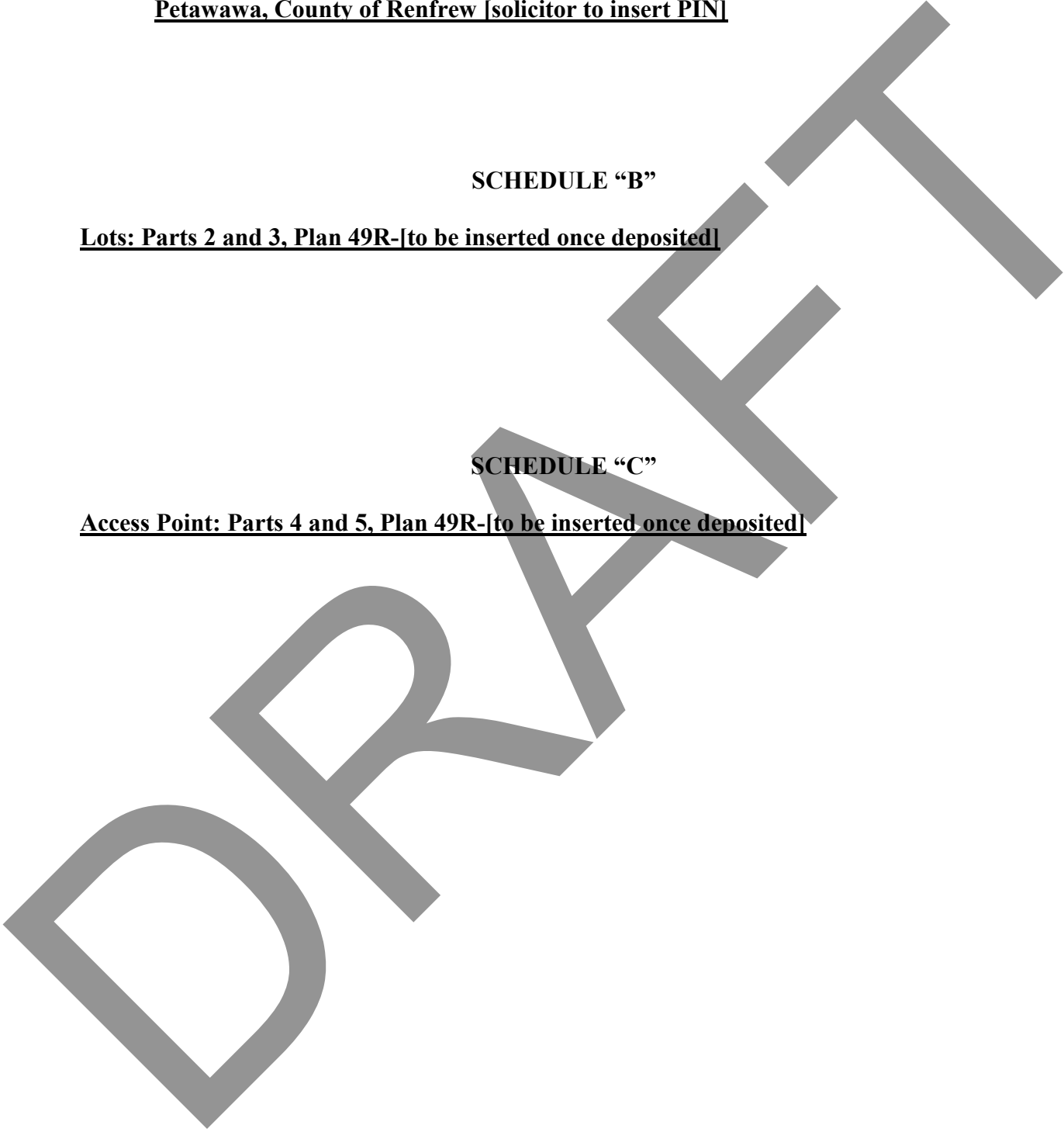
Owners' Land: Part of Lot 18, Concession 7, Geographic Township of Petawawa, Town of Petawawa, County of Renfrew [solicitor to insert PIN]

SCHEDULE "B"

Lots: Parts 2 and 3, Plan 49R-[to be inserted once deposited]

SCHEDULE "C"

Access Point: Parts 4 and 5, Plan 49R-[to be inserted once deposited]



SCHEDULE			
PART	LOT	CONCESSION	AREA (Ha.)
1			2.427
2			3.366
3	PL 18	7	0.401
4			0.007
5			0.007

PLAN 49R —
RECEIVED AND DEPOSITED
(date)

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: JUNE 25, 2024

SIMON KASPRZAK

PLAN OF SURVEY
OF PART OF
LOT 18
CONCESSION 7
GEOGRAPHIC TOWNSHIP OF PETAWAWA
TOWN OF PETAWAWA
COUNTY OF RENFREW
SCALE 1 : 1000
ADAM KASPRZAK SURVEYING LTD.

BEARING NOTE:
BEARINGS ARE UTM GRID DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS ON MONUMENTS ORP1 AND ORP2, SHOWN HEREON, HAVING A GRID BEARING OF N70°42'30"E, REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18 (2° WEST LONGITUDE) NAD83 (CSRS) (1997).
FOR BEARING COMPARISONS, THE ASTROMETRIC BEARINGS ON UNDERLIEGING PLANS WERE ROTATED AS FOLLOWS:
P1: 2°13'00" CLOCKWISE

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 0.99997.

MONUMENT NOTE:
SSB PLANTED DUE TO INSUFFICIENT OVERBURDEN, OR SUBSURFACE RECORD.

INTEGRATION DATA:

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 18 NAD83 (CSRS, 1997).

POINT ID	NORTHING	EASTING
ORP1	5 083 740.68	322 388.14
ORP2	5 083 805.84	322 574.01

COORDINATE VALUES TO BURNAL ACCURACY PER SEC. 14 (2) OF O. REG. 216/10 AND CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

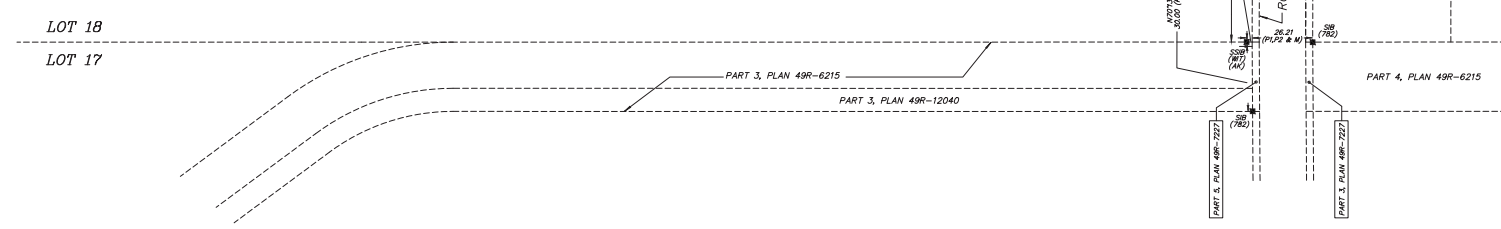
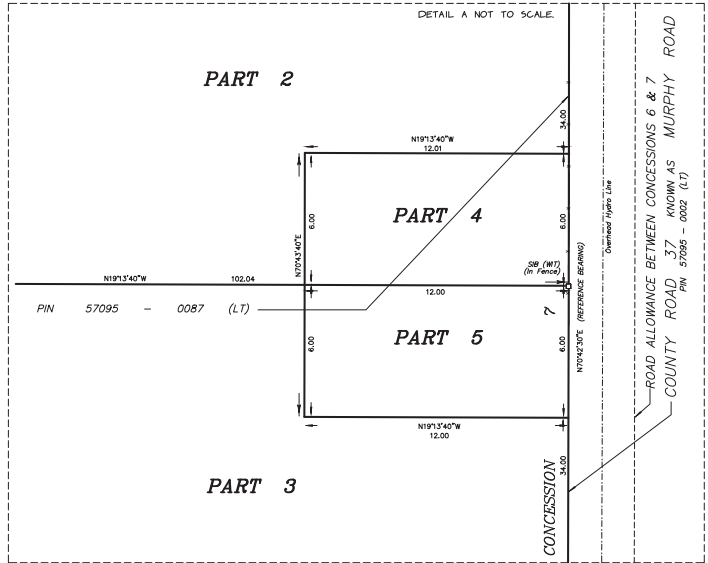
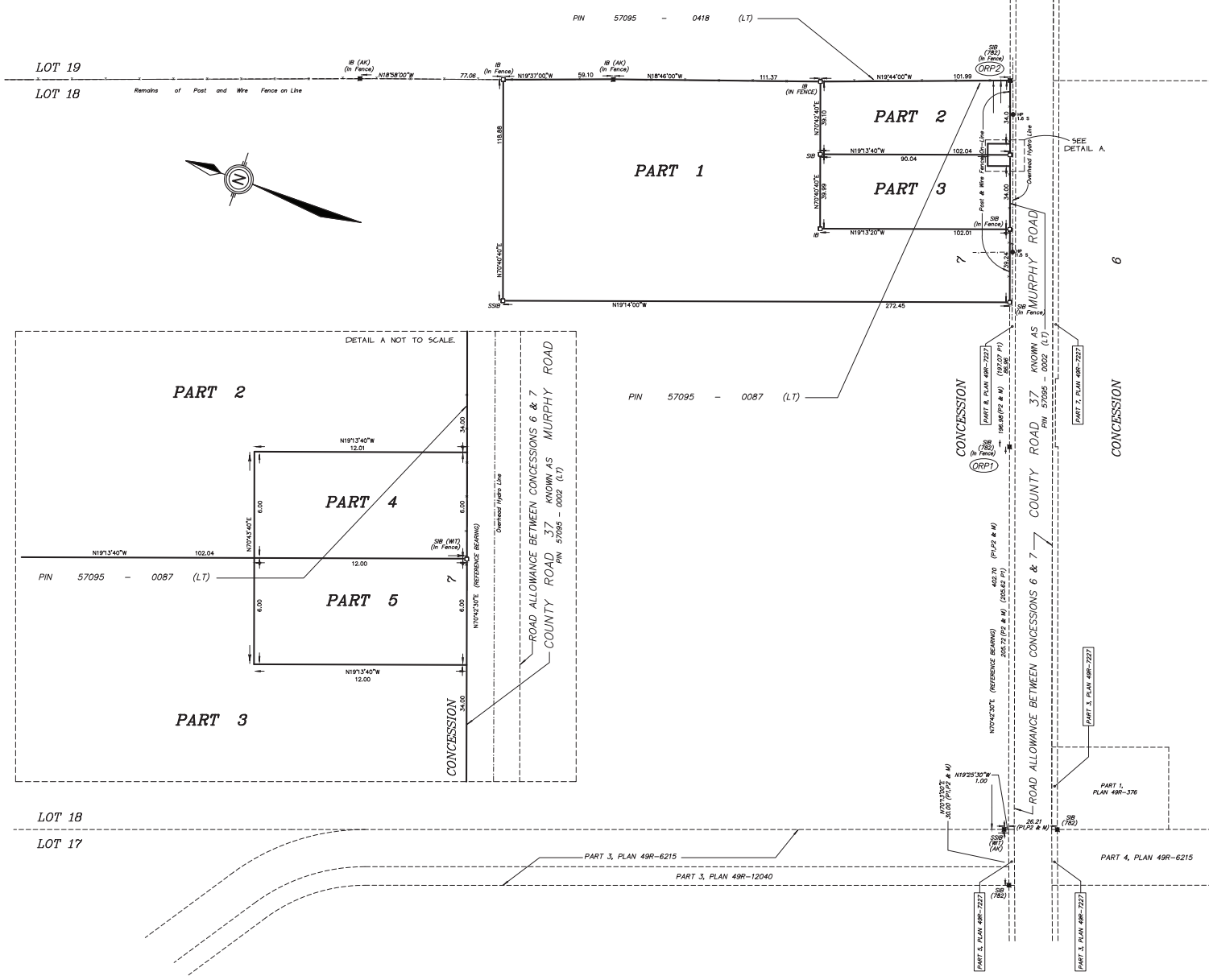
LEGEND

- SB — IRON BAR
- SSB — STANDARD IRON BAR
- MS — SHORT STANDARD IRON BAR
- MB — MONUMENT FOUND
- RIB — ROUND IRON BAR
- F — FENCE
- (WIT) — WITNESS
- (TR) — A.C. BOURNE, O.L.S.
- (AK) — ADAM KASPRZAK SURVEYING LTD.
- (M) — MEASURED
- (CLF) — CHAIN-LINK FENCE
- (WF) — BOARD FENCE
- (W) — WIRE FENCE
- (P) — PLAN 49R-7227
- (P2) — UNREGISTERED PLAN OF SURVEY BY ADAM KASPRZAK SURVEYING LTD. COMPLETED JANUARY 24, 2023, REF. 23-5228.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON DECEMBER 6, 2023.
DATE: JUNE 25, 2024

SIMON KASPRZAK
ONTOARIO LAND SURVEYOR
V-XXXXXX

THIS PLAN OF SURVEY RELATES TO ADS PLAN SUBMISSION FORM NUMBER V-XXXXXX
AK ADAM KASPRZAK SURVEYING LTD.
ONTOARIO LAND SURVEYORS
455 PEMBROKE ST. W., P.O. BOX 492
PEMBROKE, ONTARIO K8A 6C7
PHONE (810) 788-0764
SCALE: 1 : 1000 REF: 23-5228
FILE: 23-5228_G.dwg



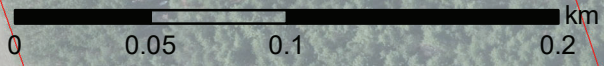
County Road 37 - Murphy Road Mutual Access Agreement



shared access location

37

MURPHY RD



OPERATIONS DIVISION REPORT

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

Prepared for: Operations Committee

September 9, 2024

INFORMATION

1. Summer Operations

a. Shouldering Program

The shouldering program is progressing well, with works in all participating patrols anticipated to be completed by October 2024.

b. Small Culvert Program

The small culvert inventory and inspection program is progressing well with staff performing this work. It is anticipated that the updates for 2024 will be completed by the end of October.

c. Annual Pavement Marking

The Contractor, Trillium Pavement Marking, Carleton Place, Ontario, continues to work on the maintenance line painting. All roadway symbols are now complete and long line painting continues to be ongoing.

d. Crack Sealing Program

The Crack Sealing tender is scheduled to be posted before the end of September.

e. Curb Replacement

The Curb Replacement tender is scheduled to be posted before the end of September.

f. Hazardous Weed Control Program

The hazardous weed control works along County of Renfrew roadsides is now complete. Staff have noted significant progress with the program as areas treated in recent years are starting to resolve completely.

2. Fleet Management

- a. On August 27, 2024, two tractors and fork attachments were delivered by Huckabones Equipment, Cobden, Ontario as per Contract PWO-2024-04. Staff are scheduled to train on the new equipment before being put into full service in the patrols.

- b. All seven light duty pick-up trucks, including one unit for the Development and Property Department Forestry Division, in accordance with Contract PWO-2024-01 have been delivered, inspected, and are in service.

3. **Disposal of Surplus Items**

The Operations Division is proceeding with another cycle of disposals for the current inventory of surplus assets. The list of items will be circulated to the municipalities within the County of Renfrew by mid-September. If no municipal submissions are received, then all surplus items will proceed to public auction.

4. **Municipal Cooperation**

The Township of Greater Madawaska requested the use of the County's loader with shoulder spreader attachment for their summer operations. At the time of this report, temporary use is scheduled for two weeks in the month of September.