

Report to/Rapport au:

**Agriculture and Rural Affairs Committee
Comité de l'agriculture et des affaires rurales**

and Council / et au Conseil

**October 25, 2012
25 octobre 2012**

Submitted by/Soumis par : Councillor El-Chantiry

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WEST CARLETON-MARCH (5)

Ref N°: ACS2012-CMR-ARA-0006

**SUBJECT: LICENSE OF OCCUPATION MOHR'S LANDING/QUYON PORT
AUTHORITY**

**OBJET : PERMIS D'OCCUPATION AUPRES L'ADMINISTRATION PORTUAIRE
DE MOHR'S LANDING / PORT DE QUYON**

REPORT RECOMMENDATIONS

That Agriculture and Rural Affairs Committee recommend that Council approve the granting of a non-exclusive License of Occupation Agreement to the Mohr's Landing / Quyon Port Authority in the general form as described in this report.

RECOMMANDATIONS DU RAPPORT

Que le Comité de l'agriculture et des questions rurales recommande au Conseil d'approuver la passation d'un accord concernant un permis d'occupation non exclusif auprès l'administration portuaire de Mohr's Landing / port de Quyon, sous une forme générale, comme il est décrit dans le présent rapport.

BACKGROUND

In the 1990s, the federal government undertook a program to divest themselves of numerous Canadian ports, harbours and airports under their ownership. As part of this program, the federal government decided to sell the ferry docks on the Ottawa River known as the Mohr's Landing and Quyon docks.

The provinces of Quebec and Ontario expressed little interest in owning these facilities, however, the two municipalities on either side of the Ottawa River (West Carleton Township, now part of the City of Ottawa on the Ontario side and Pontiac Municipality in the Province of Quebec) recognized the critical importance of maintaining the vital

transportation link between the two provinces. These two municipalities entered into negotiations with the federal government and the transfer of the facilities took place in 1997. The two municipalities set up a Port Authority to manage and maintain the docks in perpetuity. Hence was born the Mohr's Landing and Quyon Port Authority.

Each municipality appointed two directors to the Port Authority to manage the facilities. The four directors then selected a General Manager to provide day to day administration, and act as a voting 'tie breaker' if necessary. The Port Authority acts at 'arms length' from the two municipalities.

Mohr's Landing and Quyon Port Authority is a not-for-profit corporation and is responsible for the two docks. The Port Authority negotiated a long-term contract with the ferry operator, Don McColgan (Quyon Ferry Inc) to provide a ferry service at this site. The Port Authority remains responsible for major repairs and upgrades to the docks and the ferry operator looks after the day-to-day maintenance (garbage collection, minor painting and repairs). The Port Authority and Quyon Ferry Inc. have worked closely together since 1997 to provide the best possible service to the travelling public, daily commuters, tourists and hundreds of businesses.

The modernization of the Quyon Ferry will upgrade a vital transportation link between Western Quebec and Eastern Ontario. The two small, propeller driven ferries operating on the Ottawa River between Quyon, Quebec and Mohr's Landing, Ontario will be replaced by a new large cable ferry. This ferry will hold 21 cars in 3 rows and operates as a drive on, drive off ferry. It will have a 120 foot deck and the capability to move transports, farm machinery and RVs as well. The vessel will be battery operated, allowing it to be much quieter and more eco-friendly. The Quyon Ferry and the Port Authority docks provide the only vehicular crossing between the Champlain Bridge, at Island Park Drive in Ottawa, and the bridge at Portage Du Fort near Renfrew - a distance of 90 kilometers.

Retrofitting the docks to accommodate this large cable ferry is the responsibility of the Port Authority. Funding of more than \$1 million has been secured to help improve the Quyon/Mohr's Landing ferry crossing for residents, businesses and tourists in western Quebec and eastern Ontario. The Canada Economic Development (Economic Development Agency of Canada for the Regions of Quebec) is providing up to \$600,000 and FedDev Ontario (Federal Economic Development Agency for Southern Ontario) is providing up to \$488,827.

DISCUSSION

The Port Authority is the owner of the water lots where the dock will be constructed, and the lands adjacent to the dock are public road allowance. As part of the retrofit of the docks to accommodate the larger cable ferry, the Port Authority will be installing infrastructure into the public road allowance adjacent to the dock. This infrastructure will include the cable anchoring system and traffic management barriers.

The proposed Agreement will be a non-exclusive License of Occupation which will set out the terms and conditions by which the Port Authority shall enter on to, work, maintain, repair and reinstate the Ferry Road road allowance. The Agreement provides, in part, as follows:

1. To guarantee all provisions of the Agreement, the Port Authority will file with the City one irrevocable letter of credit, in the total amount of the estimated operating and maintenance costs for the equipment installed in the road allowance.
2. All costs and liabilities for the design, construction, operation and maintenance of the equipment shall be the sole responsibility of Port Authority. The Utility Corridor shall be designed, engineered, and constructed to good industry standards as reviewed by the Director of Infrastructure Services, and shall be in compliance with all applicable government statutes, regulations and by-laws. Port Authority shall obtain all required approvals for the construction, installation or alterations within the road allowance.
3. The Port Authority shall maintain and operate the equipment in accordance with good engineering standards and practices and the Port Authority shall be solely responsible for any and all discharges or releases from the equipment.
4. The Port Authority shall be liable for and shall indemnify the City for any costs, expenses, damages or loss by the City, and maintain liability insurance to meet City requirements.
5. The term of this Agreement is for a period of ten years from the date of execution, and shall be automatically and continuously renewed, unless terminated. The City has the option to terminate this Agreement at any time with ninety days written notice.

RURAL IMPLICATIONS

The provinces of Quebec and Ontario expressed little interest in owning the Port facilities, however, the two municipalities on either side of the Ottawa River (West Carleton Township, now part of the City of Ottawa on the Ontario side and Pontiac Municipality in the Province of Quebec) recognized the critical importance of maintaining the vital transportation link between the two provinces. These two municipalities entered into negotiations with the federal government and the transfer of the facilities took place in 1997. The two municipalities set up a Port Authority to manage and maintain the docks in perpetuity. Hence was born the Mohr's Landing and Quyon Port Authority.

CONSULTATION

There has been consultation with the Port Authority on the preparation of this agreement. Infrastructure Services Department staff assisted with development of this report and support the recommendation.

LEGAL IMPLICATIONS

There are no legal impediments to implementing the recommendation in this report.

RISK MANAGEMENT IMPLICATIONS

There are risk implications. These risks have been identified and explained in the report and are being managed by the appropriate staff.

FINANCIAL IMPLICATIONS

The proposed agreement will set out the terms and conditions, including that the Port Authority be responsible for all costs and liabilities to work, maintain, repair and reinstate the Ferry Road road allowance and for all costs and liabilities for the design, construction, operation and maintenance of the equipment. In addition, the Port Authority shall be liable for and shall indemnify the City for any costs, expenses, damages or loss by the City, and maintain liability insurance to meet City requirements.

Therefore, there are no direct financial implications to the City.

ACCESSIBILITY IMPACTS

The new facilities will comply with all application legislation.

ENVIRONMENTAL IMPLICATIONS

Any environmental implications associated with the construction will be the responsibility of the Port Authority.

TECHNOLOGY IMPLICATIONS

There are no technical implications associated with this report.

TERM OF COUNCIL PRIORITIES

This Agreement will support the Economic Prosperity and the Transportation and Mobility priorities established by Council.

DISPOSITION

Legal Services Branch to finalize and arrange for the execution of the License of Occupation Agreement.