



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

AGENDA

Tuesday, October 15, 2024, 9:00 a.m.
Council Chambers
1925 Bruce Road 10, Chesley, ON

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1. Call to Order	
2. Mayor's Announcements (If Required)	
3. Adoption of Agenda	
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	<ul style="list-style-type: none"> • delegation requests • are any council members attending 	
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18. Closed Session (if required)

- a proposed or pending acquisition or disposition of land by the municipality or local board - Surplus lands disposition
- personal matters about an identifiable individual, including municipal or local board employees - Personnel (2 Items)
- litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board - Insurance Claim

19. Resolution to Reconvene in Open Session

20. Adoption of Recommendations Arising from Closed Session (If Any)

21. Confirming By-law

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22. Adjournment

23. List of Upcoming Council meetings

- October 28, 2024
- November 12, 2024
- November 25, 2024
- December 9, 2024



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

MINUTES

Monday, September 23, 2024, 9:00 a.m.

Council Chambers

1925 Bruce Road 10, Chesley, ON

Council Present:	Mayor Steve Hammell Deputy Mayor Jennifer Shaw Councillor Ryan Nickason Councillor Darryl Hampton Councillor Moiken Penner Councillor Peter Steinacker
Council Absent:	Councillor Brian Dudgeon
Staff Present:	Christine Fraser-McDonald - Clerk Julie Hamilton - Deputy Clerk Scott McLeod - Public Works Manager Carly Steinhoff - Recreation Manager - Present Electronically Pat Johnston - Chief Building Official - Present Electronically Steve Tiernan - Fire Chief David Munro - Interim Treasurer Jennifer Isber-Legge - Economic Development & Communications Coordinator Emily Dance, CAO

1. Call to Order

Mayor Hammell called the meeting to order at 9:00 am. A quorum was present.

2. Mayor's Announcements (If Required)

- Two of our Works Department Employees, Len Phillipi and Richard Pepper will be representing Arran-Elderslie at the 2024 Provincial Truck Rodeo on September 25th.
- September 30th is Truth and Reconciliation Day. The Administration Office will remain open.
- Paisley's Harvest of the Arts will be held on September 27th to the 29th and be sure to check out the "Festival of the Lost Arts" at the Treasure Chest Museum from 11 am to 3 pm.

- The Flower Box Breakfast will be held at the Tara Legion on September 29th from 10 am to 1pm
- The application deadline for grants and donations to be considered for the 2025 Budget is October 1st.
- The International Plowing Match is being held in the Kawartha Lakes from October 1st to 5th.
- The Administration Office will be closed on October 14th for Thanksgiving. Council will be held on October 15th.
- The Tara Festival of Crafts will be held on October 18th and 19th at the Tara Community Centre.
- The Chesley Home Coming will be holding a Chili Cook-off and Caesar Sunday on October 20th from 10 am to 4 pm at the Chesley Community Centre.
- The Chesley Kinettes are holding a fish fry on October 24 at the Chesley Community Centre from 5 pm to 7 pm.

3. Adoption of Agenda

Subsequent to further discussion, Council passed the following resolution:

260-18-2024

Moved by: Councillor Steinacker

Seconded by: Deputy Mayor Shaw

Be It Resolved that the agenda for the Council Meeting of Monday, September 23, 2024 be received and adopted, as amended, as distributed by the Clerk.

Carried

4. Disclosures of Pecuniary Interest and General Nature Thereof

None.

5. Unfinished Business

6. Minutes of Previous Meetings

6.1 September 9, 2024 Regular Minutes

Subsequent to further discussion, Council passed the following resolution:

261-18-2024

Moved by: Councillor Nickason

Seconded by: Deputy Mayor Shaw

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held on September 9, 2024.

Carried

7. Business Arising from the Minutes

8. Minutes of Sub-Committee Meetings

8.1 Chelsey and Area Joint Fire Board Minutes - July 16, 2024

Subsequent to further discussion, Council passed the following resolution:

262-18-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Steinacker

Be It Resolved that Council receives the Chesley and Area Fire Board Minutes of July 16, 2024 for information purposes.

Carried

9. Public Meeting(s)

10. Delegations

10.1 Travis Tibbo and Rob Beitz - Chesley 145th Anniversary

Travis Tibbo and Peter Knipflel made a presentation to Council regarding the Chesley 145th anniversary celebrations.

The weekend will kickoff the Thursday night with a band, teen dance, chicken wings and fireworks or a drone show potentially. They plan to have a youth road hockey tournament and skills on the Friday afternoon which will lead into opening ceremonies, redneck games and live entertainment. This will be followed by a fish dinner and an age of majority dance.

On the Saturday there will be a parade in the morning, followed by Chesley Idol and afternoon entertainment. There will be a fishing derby, corn hole tournament, dodgeball tournament and a vendors market. This will lead into a beef dinner and age of majority dance.

The Sunday will start off with a breakfast and lead into afternoon entertainment, volleyball tournament, euchre/solo tournament and Beard, mullet, moustache competition. There will then be a chicken dinner and age of majority dance to bid farewell to our big birthday weekend. During Saturday and Sunday there will be a children’s section set up with interactive activities and inflatables.

They are also hoping to incorporate some kid's shows as well during these times. They would like to use Diamond 2 as their main grounds with entertainment and beer gardens there and would like to use directly behind diamond 2 for a sand volleyball court if possible, as well as some of soccer field for a children's section.

They would like to use the pavilion for a vendors market and to serve day time food. They are planning to have a couple food trucks as well as well as meals on curling club or arena floor depending on the numbers.

They would like to use the community centre for a teen dance and euchre/solo tournament. Leading up to this event they will have some fundraising events. There is a Chili cook off, East vs West hockey/NYE dance and another show booked in April. They have a steering committee of 8 members plus another 18 chairs/co-chairs for different committees.

They will be submitting an "in-kind" grant request by October 1st. All funds will go back into the Town of Chesley.

Council thanked them for their presentation.

11. Presentations

11.1 Bruce County DRAFT Official Plan - Monica Walker Bolton

Monica Walker-Bolton and Jack Van Dorp from Bruce County Planning made a presentation to Council regarding the Bruce County Draft Official Plan.

They are hoping to have a statutory open house in November followed by County Council adoption in December 2024.

There will be an open house in Tara on October 4th in conjunction with the Bruce County Federation of Agriculture.

CAO Emily Dance noted that staff will review the draft plan and bring back a report to Council.

Bruce County will ensure that the Mennonite/Amish communities will be made aware of this new plan.

12. Correspondence

12.1 Requiring Action

12.1.1 South Bruce Peninsula Request for Municipal Councils to Review Proposed County Official Plan

Council directed staff to include this correspondence as part of the staff report reviewing the Bruce County Draft Official Plan.

12.2 For Information

Subsequent to further discussion, Council passed the following resolution:

263-18-2024

Moved by: Councillor Penner

Seconded by: Councillor Nickason

Be It Resolved that the Council of the Municipality of Arran-Elderslie receives, notes, and files correspondence on the Council Agenda for information purposes.

Carried

12.2.1 2024 Clean Energy Frontier Conference

13. Staff Reports

13.1 CAO/Clerks

13.1.1 SRCAO.2024.06 Cash in Lieu of Parkland By-Law

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

264-18-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Hampton

Be It Resolved that Council hereby,

- 1. Receives Report SRCAO.2024.06, and
- 2. Approves the Draft Parkland Dedication By-Law coming forward to bring force and effect to the same.

Carried

13.2 Finance

13.2.1 SRFIN.24.14 Reinvest matured Principal Protected Note (PPN)

Interim Treasurer, David Munro, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

265-18-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved that Council hereby directs staff to invest \$1.5 million in a one-year GIC from CIBC.

Carried

13.3 Public Works

13.3.1 SRW.24.15 Ground Site Lease – Xplore

Works Manager, Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

266-18-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Receives Report SRW.24.15 Ground Site Lease Agreement Xplore, and
2. Approves entering into a ground site lease agreement with Xplore Inc. to place an 8’x 8’ shelter to house telecommunication equipment at 205 Mill Road in Tara at a rate of\$150/month.

Carried

13.3.2 SRWS.2024.07 Development Agreement – WT Lands – 300 Canrobert Paisley

267-18-2024

Moved by: Councillor Nickason

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Receive report SRWS.2024.07 Development Agreement WT Lands 300 Canrobert

2. Approve entering into a development agreement with WT Lands to upgrade the services and that the by-law coming forward to bring force and effect to the same.

Carried

13.4 Building/Bylaw

13.5 Facilities, Parks and Recreation

13.6 Emergency Services

13.6.1 SRFIRE.24.04 Chesley Station 90 Pumper Truck Tender Award

Fire Chief, Steve Tiernan, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

268-18-2024

Moved by: Councillor Hampton

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Receives Report SRFIRE.24.04 Chesley Station 90 Pumper Truck Tender Award;
2. Approves the award of a MaxiMetal Paragon pumper truck in the amount of \$715,580.00 plus HST from Commercial Emergency Equipment Co., to be financed from Account 02-4007-4340 through 2024-2026 budget cycles;
3. Approve an upset limit of \$44,420.00 to be used to add requested equipment not identified in the vendor's tender, but requested in the Request for Proposal and be financed from Account 02-4007-4340; and
4. Further, that this report be presented to the Chesley and Area Fireboard for approval.

Carried

13.7 Economic Development and Planning

14. Notice of Motion

15. Members Updates

Shaw:

Deputy Mayor Shaw attended a get together for the staff of SMART, joined CAO Dance to welcome the newcomer bus in Paisley, and attended the Treasurer's budget session.

Hampton:

Councillor Hampton had nothing to report.

Dudgeon:

Councillor Dudgeon was absent.

Steinacker:

Councillor Steinacker attended the Treasurer's budget meeting.

Penner:

Councillor Penner attended an investment attraction seminar in Walkerton, attended the round-table discussion with MPP Lisa Thompson, and noted that insurance has now been provided for the Police Service Board, attended a SVCA meeting and the Paisley Artscape society will be happening this weekend.

Nickason:

Councillor Nickason attended the Treasurer's budget session.

Hammell:

Mayor Hammell welcomed two new businesses to Arran-Elderslie, attended the Tara Fall Fair, a round-table discussion held in Clifford, attended the Treasurer's budget meeting and will be attending a SMART Townhall in October

16. New Business

16.1 Appointment to the Tara Community Working Group

Subsequent to further discussion, Council passed the following resolution:

269-18-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved that Deputy Mayor Shaw be appointed to the Tara Community Working Group.

Carried

17. By-laws

17.1 By-law 44-2024 - Zoning By-law Amendment Z-2024-044 (Barclay)

Subsequent to further discussion, Council passed the following resolution:

270-18-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Nickason

Be It Resolved that By-law No. 44-2024 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 44-2024 being a By-law to rezone the lands located at 341 Bruce Road 40, Dobbinton, from Institutional Rural 'INR' to Hamlet Residential 'HR' to allow for the conversion of an existing church into a single residential dwelling.

Carried

17.2 By-law 45-2024 - Kuepfer Encroachment Agreement

Subsequent to further discussion, Council passed the following resolution:

271-18-2024

Moved by: Councillor Nickason

Seconded by: Councillor Steinacker

Be It Resolved that By-law No. 45-2024 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 45-2024 being a By-law to enter into an encroachment agreement to permit the installation of a 2-inch sanitary force main in the 4th Street NW Road Allowance for the property located at 5 Thomas Road, Chesley.

Carried

17.3 By-law 46-2024 - Enter into an Agreement with Municipal Support Services

Subsequent to further discussion, Council passed the following resolution:

272-18-2024

Moved by: Councillor Penner

Seconded by: Deputy Mayor Shaw

Be It Resolved that By-law No. 46-2024 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 46-2024 being a By-law to enter into an agreement with Municipal Support Services for Ad Hoc Animal Control and Municipal By-law Enforcement.

Carried

18. Closed Session (if required)

Subsequent to further discussion, Council passed the following resolution:

273-18-2004

Moved by: Councillor Steinacker

Seconded by: Councillor Penner

Be It Resolved, That the Council of the Municipality of Arran-Elderslie does now go into closed session to discuss an item(s) which relates to:

- () the security of the property of the municipality or local board;
- (X) personal matters about an identifiable individual, including municipal or local board employees - staffing update, Senior Achievement Awards
- (X) a proposed or pending acquisition or disposition of land by the municipality or local board - Surplus Lands Update
- () labour relations or employee negotiations;
- () litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (X) advice that is subject to solicitor-client privilege, including communications necessary for that purpose - Legal Matters Updates
- () a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- () information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- () a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- () a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

() a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Staff Authorized to Remain:

CAO Emily Dance

Clerk Christine Fraser-McDonald

Carried

19. Resolution to Reconvene in Open Session

Subsequent to further discussion, Council passed the following resolution:

274-18-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 1:14 p.m.

Carried

20. Adoption of Recommendations Arising from Closed Session (If Any)

Mayor Hammell confirmed that only those items listed were discussed in closed session.

Direction was given to staff in Closed Session.

21. Confirming By-law

21.1 By-law 47-2024 - Confirming By-law

Subsequent to further discussion, Council passed the following resolution:

275-18-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Nickason

Be It Resolved that By-law No. 47-2024 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 47-2024 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, September 23, 2024.

Carried

22. Adjournment

Subsequent to further discussion, Council passed the following resolution:

276-18-2024

Moved by: Councillor Nickason

Seconded by: Councillor Steinacker

Be It Resolved that the meeting be adjourned to the call of the Mayor at 1:18 p.m.

Carried

23. List of Upcoming Council meetings

- October 15, 2024
- October 23, 2024
- November 12, 2024
- November 25, 2024
- December 9, 2024

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

ALLAN GAMMIE BALL PARK REVITALIZATION PROJECT

Sponsorship Package

August 2024

Project by Paisley Minor Softball

About the Project

In the last 5-10 years, Paisley has shown a steady growth in the number of young families moving to town. This growth increased our youth population and created a demand for more access to recreational sports and activities.

In 2023, Paisley Minor Softball decided to make a comeback after almost a 2-decade hiatus. We held our first registration night and were welcomed into the Grey-Bruce Minor Softball league.

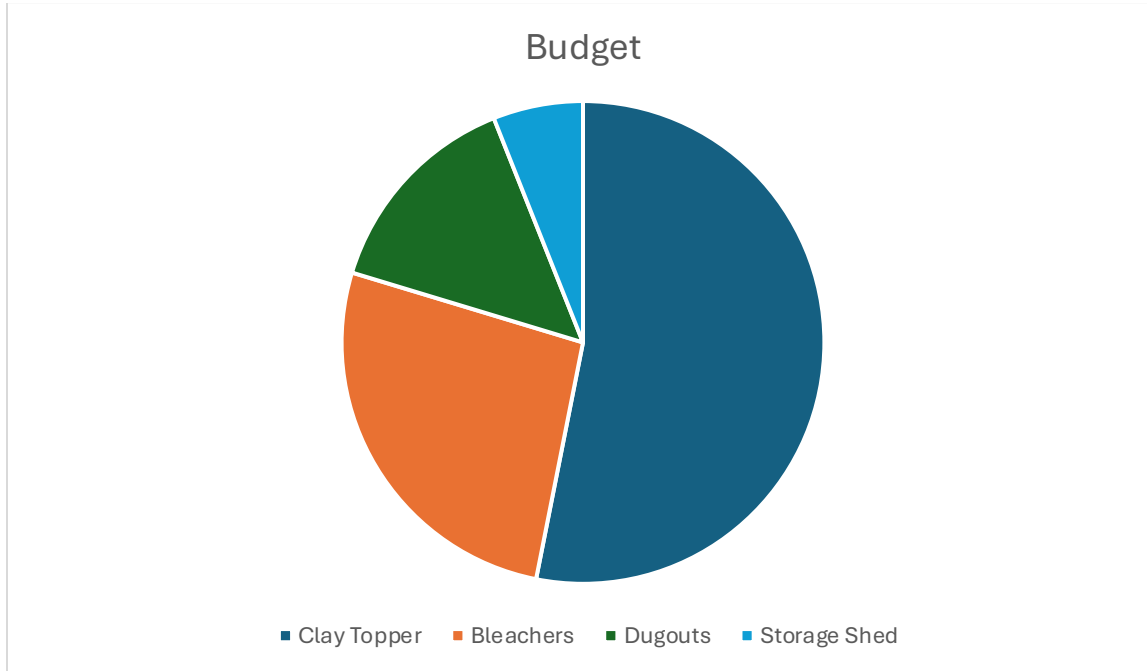
For the 2024 season, we doubled our registration numbers. With commitment to yearly growth, we plan to increase the enrolment and over time, we will see a full range of age groups for the kids of our Village.

Our diamond is currently topped with sand. This is not the standard that most teams are playing on today. The sand provides poor drainage, making conditions unfavorable in wet weather. It is difficult to run in, creating a danger of twisted ankles and falls.

Clay Ball Mix diamonds are the standard for recreational ball. They require less maintenance than the sand and provide good drainage for the diamond, creating a more predictable infield to play on,

Along with a new diamond top, our goal is to raise enough funds for new bleachers, dugouts and a storage shed for equipment.

Budget Projection



Washington Ball Mix Clay Topper and infield prep work	\$35,000
Bleachers (3 x \$6,000)	18,000
Dugouts (2 x \$5,000)	10,000
Storage Shed	4,000
Total:	67,000

Sponsorship Costs

Sponsorship level	Investment
Primary Sponsor	\$35,000
Gold Sponsor	\$5,000
Silver Sponsor	\$2,500
Bronze Sponsor	\$1,000
Friend Level Sponsor	Under \$1,000

Sponsorship Details

Primary Sponsor: A sponsor sign with your organization/business/name will be posted on the Ball Diamond screen as well as a donor spotlight on social media.

Gold Sponsor: Your organization/business/name will be posted on the donor board under Gold Sponsor as well as a donor spotlight on social media.

Silver Sponsor: Your organization/business/name will be posted on the donor board under Silver Sponsor as well as a donor spotlight on social media.

Bronze Sponsor: Your organization/business/name will be posted on the donor board under Bronze Sponsor as well as a donor spotlight on social media.

Friend Level Sponsor: Your organization/business/name will be posted on the donor board under Friend Level Sponsor as well as a donor spotlight on social media.

Contact Us

Email: paisleyminorsoftball@gmail.com

Mailing Address: Box 42 Paisley, ON N0G 2N0

Cheques made payable to: The Municipality of Arran-Elderslie | **Memo Line: Paisley Ball Diamond**

Meet the Committee

Kim Craddock, **President**

Mariah Hindman, **Vice President**

Maggie Gamble, **Secretary/Treasurer**

On behalf of our small committee and the community of Paisley, we want to thank you for considering sponsoring our project. If you have any questions at all, please reach out. We look forward to hearing from you.

From: noreply@esolutionsgroup.ca <noreply@esolutionsgroup.ca> on behalf of Jenny Carver <jcarverswims@gmail.com>
Sent: Monday, September 30, 2024 2:13 PM
To: Emily Dance <edance@arran-elderslie.ca>
Subject:

I'm writing to you on behalf of the Youth Climate Action Conference team, a collaboration between The Sustainability Project, Canadian charity Learning for a Sustainable Future, County of Grey, Bluewater District School Board, Bruce-Grey Catholic District School Board and local Grey and Bruce Climate Action Teams.

This year, we are partnering to host the 3rd annual Youth Climate Action Conference in Owen Sound on November 7, 2024 and we are in search of support funds to ensure that schools from across Grey and Bruce Counties will be able to participate – WE NEED YOUR HELP TO GET THEM TO THE CONFERENCE!!!

In order to ensure that interested schools, teachers and students will be able to attend, we are seeking funds to cover the cost of transportation for students, most of whom will need to be bused from their home communities. Each bus route will cost \$500 and we will need about 12 routes to be covered.

Given our vast geography, we need funds to support bus transportation or other means to get them to Owen Sound. Students and teachers from elementary schools will learn about local and doable climate action initiatives, engage with other students and collaborate with community environmental leaders to build and implement climate action projects in their own school communities throughout the year. Educators will also receive updated curriculum materials for all students to access at their home schools.

Would the Municipality of Arran-Elderslie consider supporting your local school by contributing towards the cost of transportation to make the conference accessible for your local youth? While we would be grateful for any amount, the suggested sponsorship would be \$500. As a result, we would recognize your organization during the event.

We welcome your support and look forward to hearing from you.

Origin: <https://www.arran-elderslie.ca/Modules/contact/search.aspx?s=niO1WtUnsgJzqIPIUsTr3GWVweQuAleQuAl>

This email was sent to you by Jenny Carver<jcarverswims@gmail.com> through <https://www.arran-elderslie.ca/>.

From: [Scott Butler](#)
To: [Christine Fraser-McDonald](#)
Subject: Establishment of an Ontario Rural Road Safety Program
Date: October 9, 2024 12:04:04 PM
Attachments: [PNG image](#)
[PNG image\[54\]](#)
[PNG image\[83\]](#)

Good Roads

Wednesday, October 09, 2024

To: Municipality of Arran-Elderslie Head of Council and Council Members

Sent via email to: clerk@arran-elderslie.ca

Subject: Establishment of an Ontario Rural Road Safety Program

Too many Ontarians are being seriously injured or killed on our roads.

In 2023, there were 616 people killed and 36,090 people injured. The number of fatalities is up nearly 20% in the last ten years.

In 2021, the most recent year of complete data from MTO's *Ontario Road Safety Annual Report* (ORSAR), there were 561 fatalities – 426 of which occurred on municipal roads. While rural Ontario only represents 17% of the province's population, 55% of these deaths occurred on rural roads. By any measure, Ontario's rural roads are disproportionately more dangerous.

At the same time, municipal insurance premiums continue to increase. With no plausible reform being considered for joint and several liability, municipalities need to find innovative means for managing risk, particularly on their roadways,

To deal with this crisis, Good Roads has designed a multifaceted rural road safety program and have been in discussions with the Ministry of Transportation to fund it. The program would target a municipality's most dangerous roads, perform road safety audits, and install modern safety infrastructure that prevents serious injuries and save lives. This program is designed to be cost effective while also providing rural municipalities with a direct means for addressing risk associated with their roadways.

Good Roads has proposed leading a five-year \$183 million program that leverages our 131 years of municipal road expertise and our industry partnerships to quickly put in place the solutions that will address some of Ontario's most dangerous roads.

Good Roads is seeking support to address these preventable tragedies.

If the Municipality of Arran-Elderslie would be interested in pursuing this, a Council resolution similar to the example below should be adopted and sent to the Premier and the Minister of Transportation:

WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads;

AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;

AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;

AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;

AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;


THEREFORE, BE IT RESOLVED THAT the Municipality of Arran-Elderslie requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and

FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

If you have any questions regarding this initiative please contact Thomas Barakat, Good Roads' Manager of Public Policy & Government Relations, at thomas@goodroads.ca at your convenience.

Sincerely,



Antoine Boucher
President
Good Roads Board of Directors

Scott R. Butler
Executive Director



Joint Health and Safety Committee Minutes

**March 21, 2024
10:00 am**

Members Present	Scott McLeod Julie Hamilton Katrina Eke Corey Mannerow Mark Faust Len Phillippi Steve Tiernan
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Members Absent	Richard Pepper Ben Overeem
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1. Call to Order

Co-Chair Steve Tiernan called the meeting to order at 10:05 a.m.

2. Adoption of Previous Minutes

2.1 JHSC Minutes - September 14, 2023

JHSC-2024-03-21-01

Moved by Katrina Eke

Seconded by Mark Faust

Be It Resolved that the Joint Health and Safety Committee hereby approves the minutes of the meeting dated September 14, 2023.

Carried

3. Business Arising from the Minutes

3.1 Health and Safety Policy Manual Update

The policy manual is being reviewed by SV Law and revised drafts will be provided to the JHSC for their review prior to Council approval.

3.2 Facility Inspections by Intact and PSHSA

Intact Insurance has visited our facilities and made a list of deficiencies that need to be corrected. The finalized list was communicated to the proper channels for remediation.

In 2024, Liz from PSHSA will be invited to revisit our facilities and assess them again following the implementation of all the recommendations.

3.3 Training

Refrigerant Removal - 5-year certification

Pesticide's License - 5-year certification

Book 7 - Some completed this past fall; the rest will be in Spring 2024 - 3-year refresher

First Aid - 3-year certification

Fall Arrest - 3-year refresher

Propane Handling Certificate - 3-year certification

Chainsaw Training - 2-3-year refresher for occasional users

Bruce County Potential Joint Training Opportunities

Working at Heights - Refresher
Aerial Work Platform
First Aid & CPR
JHSC Certification
OTM Book 7
Chainsaw

Chipper
Surface Miner - Common Core
Forklift
H&S Supervisors

4. New Business

4.1 PSD Citywide Facility Inspection progress update - Carly

Carly provided the committee with an overview of the PSD Citywide based inspection program that is being developed.

The committee provided feedback for Carly to take back to the developers.

It was suggested to keep the process as simple as possible and in keeping with current practices as much as possible.

The Facility Inspections Health and Safety Policy will need to be updated to reflect the new process.

4.2 2024 Facility Inspections - Katrina

Katrina provided the 2024 inspection tracking sheets to the members that were present.

She explained the system she uses to track the inspections and when action items are identified and addressed.

For the benefit of the committee, she explained how to properly complete the inspections and how to confirm that action items have been completed. She noted that providing details about the hazard and how to specifically address the hazard is important. Inspections should be done monthly and follow up provided as needed.

5. Incident Reports

5.1 Accident/Incident Investigation Report - February 17 2024

The committee reviewed the incident report and had no additional recommendations.

5.2 Accident/Incident Investigation Report - November 28, 2023

The committee reviewed the incident report and had no additional recommendations.

6. Next Meeting Date

The committee set the 2024 meetings dates as follows:

June 13, 2024

September 19, 2024

November 14, 2024

7. Adjournment

JHSC-2024-03-21-02

Moved by Mark Faust

Seconded by Scott McLeod

Be It Resolved that the Joint Health and Safety Committee meeting is adjourned at 11:16 p.m.

Carried



Steve Tiernan

Co - Chair



Recording Secretary

**Multi Municipal Energy Working Group
MINUTES**

**MMEWG-2024-03
Thursday, May 9, 2024, 7:00 p.m.
Virtually via Microsoft Teams**

Members Present: Mark Davis - Municipality of Arran-Elderslie - Citizen
Appointee
Ryan Nickason - Municipality of Arran-Elderslie
Scott Mackey - Township of Chatsworth
Terry Mckay - Township of Chatsworth
Tom Allwood - Municipality of Grey Highlands
Dan Wickens - Municipality of Grey Highlands
Jim Hanna - Township of Huron Kinloss
Todd Dowd - Municipality of Northern Bruce Peninsula
Sue Carleton - Township of Georgians Bluffs

Others Present: Julie Hamilton - Recording Secretary
Bill Palmer - Technical Advisor

1. Meeting Details

2. Call to Order

The Chair called the meeting to order at 7:00 pm. A quorum was present.

3. Adoption of Agenda

The Chair asked for an amendment to the agenda to include under New Business the list of BESS Contracts released today by the IESO.

The Working Group passed the following resolution:

MMEWG-2024-23

Moved by: Terry Mckay - Township of
Chatsworth

Seconded by: Todd Dowd - Municipality
of Northern Bruce
Peninsula

Be It Resolved that the Multi-Municipal Energy Working Group hereby adopts the agenda of the Thursday, May 9, 2024 as amended by the Recording Secretary.

4. Disclosures of Pecuniary Interest and General Nature Thereof

None.

5. Minutes of Previous Meetings

5.1 March 14, 2024 MMEWG Meeting Minutes

The Working Group passed the following resolution:

MMEWG-2024-24

Moved by: Scott Mackey - Township of Chatsworth

Seconded by: Ryan Nickason - Municipality of Arran-Elderslie

Be It Resolved that the Multi-Municipal Energy Working Group hereby approves the minutes of the Thursday, March 14, 2024 meeting as presented by the Recording Secretary.

Carried

6. Business Arising from the Minutes

6.1 Meeting with Carla Nell, IESO

Ms. Nell's office has provided two dates that are available for a meeting with the Working Group. The meeting would be held as a special meeting at the call of the Chair. The members confirmed availability for a meeting on July 4, 2024. The Recording Secretary will confirm the date with Ms. Nell's office and confirm timelines for submission of materials and agenda release.

A special meeting notice will be released as well.

6.2 Update on presentation to Grey Bruce Board of Health

Chair Allwood and Bill Palmer provided the Working Group with an update following their presentation that was made to the Grey Bruce Board of Health on March 22, 2024. The video of the meeting can be found on the Boards YouTube channel, <https://www.youtube.com/c/GreyBruceHealthUnit>.

The key points of the presentation focused on the request for the Board of Health to:

- Institute a rigorous review of reports of annoyance, adverse health consequences, or deaths, correlated to residence proximity to nearest wind turbine, and the number of turbines within 1000, 2000, and 3000 metres.
- Review the current research into an objective measure of annoyance from analysis of sound from wind turbines, and share review findings with the Chief Medical Officer of Health. Research shows the need to change current method of calculating limits based only on A-weighted sound.
- As necessary, issue a health hazard order before the IESO issues licences to repower current wind turbines, many of which are not even meeting current standards, as repowering would worsen an already bad situation.

Following the presentation Dr. Arran provided his comments noting that:

- the Grey Bruce Board Statement in 2013 was based on low level data, so the association between wind turbines and health was very weak. At the time, they had called for more work to be done, which would have to be done by Public Health Ontario. It is not in their mandate to do this.
- Public Health Ontario identifies wind turbines as a "nuisance" not a health hazard, so as MOH, he is unable to take action as requested to possibly issue an order regarding wind turbines or wind turbine repowering.
- If an order was issued, it would not stand, would likely be appealed, and the order would not be upheld, as Public Health Ontario has not declared wind turbines to be a health hazard.

Dr. Arra offered to facilitate a meeting between the MMEWG and Public Health Ontario.

Quorum was lost part way through the discussion so the delegation was received.

Dr. Arra acknowledged how disturbing to the life of citizens wind turbines may be, however, it is wider than a local issue and noted that he is bound by the decision made by Public Health Ontario that wind turbines are not categorized as a health

hazard. The standards are set by the Ministry of Environment, making it a provincial issue and not a local issue.

Following the meeting, Dr. Arra contacted Mr. Palmer to request research to be sent to his colleagues at Public Health Ontario and put them in touch with Mr. Palmer.

Subsequent to further discussion, the Working Group passed the following resolution:

MMEWG-2024-25

Moved by: Terry Mckay - Township of Chatsworth

Seconded by: Mark Davis - Municipality of Arran-Elderslie - Citizen Appointee

Be It Resolved that the Multi-Municipal Energy Working Group hereby receives the update provided by Mr. Palmer for information.

Carried

6.3 Website preview and comments

The Recording Secretary provided the group with a preview of the website and welcomed comments and suggestions.

Archival information will be continually added from the records available to the Recording Secretary.

The website is launched and the link will be provided to each member municipality for linking from their website.

7. Delegations/Presentations

7.1 Presentation on Annoyance Linked to Wind Turbines - Bill Palmer

Mr. Palmer provided a preview of the presentation he will presenting for Acoustics Week in Canada in Ottawa on May 15th.

He notes that previous presentation to Acoustic Weeks Canada showed a criterion for a site with nearest constant speed, stall regulated (Vesta V28) 1.65 MW turbine at 537 m, with 4 within 1000 m, and 19 within 3000 m.

IF (LA10-LA90) ≤ 3 dBA AND IF (LZ10 – LZ90) ≥ 6 dBZ

Annoyance can be predicted

The objective was to test this hypothesis at a site with the nearest variable speed, pitch regulated (Siemens SWT 101) 2.3 MW turbine at 787 m, with 3 within 1000 m, and 16 within 3000 m.

Mr. Palmer walked the members through the audit that was undertaken and the analysis of the results.

He concluded that annoyance can be attributed to either criterion.

IF (LA10-LA90) \leq 3 dBA AND IF (LZ10 – LZ90) \geq 6 dBZ or a tonal-like characteristic, where a critical band of energy is more than 3 dB above higher and lower bands with the rising and falling energy of the critical band is an added compounding factor.

The use of IEC 61400-11 or ISO/PSA 20065 standards, which currently describe the tonal-like samples as “inaudible” is in itself a contributing factor to annoyance, and calls for modification of the standards.

Subsequent to further discussion, the Working Group passed the following resolution:

MMEWG-2024-26

Moved by: Jim Hanna - Township of Huron Kinloss

Seconded by: Dan Wickens - Municipality of Grey Highlands

Be It Resolved that the Multi-Municipal Energy Working Group hereby receives Mr. Palmer's presentation on linking annoyance to wind turbines for information.

Carried

7.2 IESO Update - Warren Howard

Mr. Howard provided the Working Group with an update on the IESO procurement activities.

Chair Allwood noted that the BESS contracts have now been released and will be discussed later in the agenda.

Municipal support considers to be a non-negotiable requirement.

There are currently 155 unwilling host municipalities.

The draft LT RFP is due in mid-2024.

A key outstanding issue is the protection of prime farmland. The provincial policy statement provides that there be no new energy projects on prime farmland with the exception of a diversified farm use which is limited to 20% of the property up to 1 hectare. The IESO is recommending that energy project be allowed on prime farmland. The issue is currently with Minister Smith and an urgent answer is needed.

A second outstanding issue relates to the revenue model. There have been two webinars on the proposed approach and the IESO made some changes to address concerns raised. Those have been rejected by the industry because the method could still be easily gamed and the measures used are not recognized by funders. The IESO was proposing a draft solution to Minister Smith last week.

Currently, the Ministry of the the Environment will not be proposing changes in setbacks or noise limits and they are responsible f for enforcement and not the Ministry of Energy. They have indicated that tonality is a problem and there are some new rules needed based on ISO standard.

The other outstanding is issue is the repowering of existing projects. The IESO sees it as easy access to additional capacity. The industry has admitted that it is difficult for exiting projects to meet current noise standards. There are some discussions underway but the process is stil vague.

Subsequent to further discussion, the Working Group passed the following resolution:

MMEWG-2024-27

Moved by: Terry Mckay - Township of Chatsworth

Seconded by: Todd Dowd - Municipality of Northern Bruce Peninsula

Be It Resolved that the Multi-Municipal Energy Working Group hereby receives the IESO update provided by Mr. Howard for information purposes.

Carried

8. Correspondence

8.1 Requiring Action

8.1.1 Approval of Recording Secretary Invoice

The Working Group passed the following resolution:

MMEWG-2024-28

Moved by: Scott Mackey - Township of Chatsworth

Seconded by: Jim Hanna - Township of Huron Kinloss

Be It Resolved that the Multi-Municipal Energy Working Group hereby approves payment of the invoice for the Recording Secretary services.

Carried

8.2 For Information

8.2.1 Wind Concerns Ontario - Letter to Minister Smith Re: Revenue Model

Subsequent to further discussion, the Working Group passed the following resolution:

MMEWG-2024-29

Moved by: Jim Hanna - Township of Huron Kinloss

Seconded by: Dan Wickens - Municipality of Grey Highlands

Be It Resolved that the Multi-Municipal Energy Working Group hereby receives agenda item, 8.2.1, for information.

Carried

9. Members Updates

Chair Allwood received an email from Scott Miller at CTV to interview him tomorrow, May 10th, and he will attempt to accommodate.

10. New Business

10.1 LTI-RFP Final Results

The Working Group discussed the LTI-RFP final results which were released today. The project of concern would be the Grey Owl storage facility which is to be sited in Arran-Elderslie and closely to the border of the Township of Chatsworth. The Township of Chatsworth was not consulted in the process. It appears to be on prime farmland however, it is in a wet area as well which brings further environmental concerns.

To date, there has been no further direction provided from the Office of the Fire Marshall regarding the training and fire suppression measures surrounding BESS Facilities. In a report presented to Grey County Council it notes that the Ontario Fire Marshal (OFM) has commented that there are no additional training or certification requirements for municipal fire services where lithium-ion batteries are used in BESS facilities. The OFM does require municipalities to complete community risk assessments to identify and prioritize public safety risks involving fire protection in consideration of potential fire or explosion risks posed by the failure of lithium batteries.

The MMEWG will discuss this topic in more length at it's next regular meeting once all members have had a change to review the report.

Subsequent to further discussion, the Working Group passed the following resolution:

MMEWG-2024-30

Moved by: Sue Carleton - Township of Georgians Bluffs

Seconded by: Jim Hanna - Township of Huron Kinloss

Be It resolved that the Multi-Municipal Energy Working Group hereby receives the LTI-RFP Final Results for information purposes.

Carried

11. Closed Session (if required)

12. Confirmation of Next Meeting

There will be a special meeting of the MMEWG on July 4, 2024 at 1:00 p.m. with representatives of the IESO in attendance.

The next regular meeting will be held on Thursday, September 12, 2024 at 7:00 p.m.

13. Adjournment

The Working Group passed the following resolution:

MMEWG-2024-30

Moved by: Scott Mackey - Township of Chatsworth

Seconded by: Mark Davis - Municipality of Arran-Elderslie - Citizen Appointee

Be it Resolved that the meeting of the Multi-Municipal Energy Working Group is hereby adjourned at 8:48 p.m.

Carried

Tom Allwood, Chair

Julie Hamilton, Recording Secretary

From: [ROMA Events](#)
To: [Christine Fraser-McDonald](#)
Subject: ROMA Conference: Registration and Hotel Information
Date: October 1, 2024 2:30:45 PM

Alternate text



ROMA 2025 Annual Conference

January 19 – 21, 2025

Sheraton Centre Hotel, Toronto

You can now register for the ROMA 2025 Annual conference. Join the ROMA Board of Directors as they celebrate rural Ontario. This year's event is themed ***Rural Routes***, and offers educational programming, expert panels, keynotes and so much more, all

from a rural perspective and the day-to-day realities of local rural municipal leaders.

The ROMA Conference is also your opportunity to meet on local matters through delegation meetings and to hear from the Premier of Ontario and provincial party leaders on their priorities and vision for Ontario.

Program information is coming soon but make sure to register today for this in demand event.

Registration

Registration for ***Rural Routes*** is open now. Save on registration fees by registering as an Early Bird. The deadline to take advantage of these rates is **October 31, 2024**.

[Click here to register today.](#)

Accommodations

You can now also book your hotel rooms for the Conference. Here are a few important pieces of information to remember when booking your hotel:

1. Make sure you provide a credit card when you book your room, if a room reservation does not have a credit card associated with it, the room will be released by the room rate deadline. In this case you will not be guaranteed a hotel room.
2. All of the conference contracted hotels have deadlines by which the preferred hotel rates are no longer offered. Familiarize yourself with these deadlines for cost savings.
3. If you receive a message that the “rooms are sold out” when booking, this most likely refers to the rooms available at the preferred conference rate. There may still be rooms available at the hotel, just at a higher cost.

[Click here for the information you need.](#)

Attention Sponsors and Exhibitors!

The ROMA Annual Conference is an opportunity to connect with close to 2,000 delegates, most of whom are elected municipal officials and decision makers. If you offer services or products that are a benefit to communities across the province, you will not want to miss this event.

The 2024 ROMA Annual Conference was a sold-out event for exhibitors. If you want to secure your engagement at this years event, you will want to do so now.

[Sponsors click here](#) [Exhibitors click here](#)

For more information, contact Victoria van Veen at: Vvanveen@amo.on.ca

CONTACTevents@roma.on.ca

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This email was sent to clerk@arran-elderslie.ca.
To continue receiving our emails, add us to your address book.

From: Aneta Rutkowska
To: dawn.mittelholtz@saugeushores.ca; vmcdonald@hanover.ca; jgreen@southgate.ca; townclerk@thebluemountains.ca; info@westgrey.com; jwhite@huronkinloss.com; angle.cathrae@southbrucepeninsula.com; imartin@southbruce.ca; thamilton@brockton.ca; Jennifer.Lawrie; Christine.Fraser-McDonald; caddison@northbruce.ca; heather.morrison@grey.ca; twhite@brucecounty.on.ca; nick.byers@pc.ola.org; herry.dowdell@pari.gc.ca; hsn.lobb@pari.gc.ca
Subject: Invitation to YMCA 147th Annual Community Meeting
Date: October 3, 2024 2:04:38 PM

Good afternoon,

We are excited to invite you to our 147th Annual Community Meeting: **Enriching Communities, Embracing Our Future**. This is a wonderful opportunity for us to come together, celebrate our achievements, and discuss our vision for the future.

We are incredibly grateful for your continued support of our charity, which plays a vital role in enriching our community.

Event Details:

- **Date:** Monday, November 4, 2024
- **Time:** 7:00 PM – 8:00 PM
- **Location:** Virtual Event on Zoom

During the meeting, we will share program highlights and provide insights from our Annual Report.

Please [R.S.V.P. online](#) by October 25th to receive the meeting link details. If you prefer, you can also R.S.V.P. by email to Aneta Rutkowska at aneta.rutkowska@osgb.ymca.ca.

We hope to “see” you there!



Shine On  Owen Sound
Grey Bruce

You're invited to our virtual
Annual Community Meeting

**November 4
 2024 7:00 PM**

R.S.V.P by
October 25



ymcaowensound.on.ca

Warm Regards,

Aneta Rutkowska

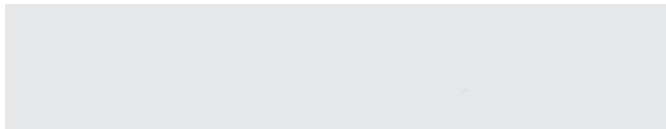
Executive Assistant to Sarah Cowley, Chief Executive Officer
(Pronouns: She/Her)

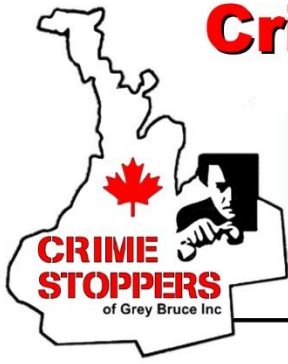
YMCA of Owen Sound Grey Bruce

290 9th Street East, Owen Sound, ON N4K 1N7

T: 519-376-0484 x 9-251 | E: aneta.rutkowska@osgb.ymca.ca

ymcaowensound.on.ca





Crime Stoppers of Grey Bruce Inc.⁴⁰

P.O. Box 1119, Owen Sound, Ontario N4K 6K6

1-800-222-TIPS (8477)
Submit a Secure Web-Tip at cstip.ca or get the P3 Tips Mobile App



Phone: 519 371-6078
eMail: crimestopgb@bmts.com

Fax: 519 371-1275
Web: crimestop-gb.org

Program Coordinator's Report
JULY 1 TO SEPTEMBER 30, 2024 – Q3
Drew Kalte

DISTRIBUTION

Board of Directors, Crime Stoppers of Grey Bruce
OPP GHQ Orillia
Grey Bruce OPP
South Bruce OPP
Blue Mountains OPP
Owen Sound Police Service
Hanover Police Service
Saugeen Shores Police Service
West Grey Police Service
Neyaashiinigmiing First Nation Police
Ontario MNRF

South Bruce OPP Detachment Police Services Board
Grey Bruce OPP Detachment Police Services Board
Saugeen Shores Police Services Board
Owen Sound Police Services Board
Hanover Police Services Board
Blue Mountains OPP Detachment Police Services Board
West Grey Police Services Board
Grey Bruce Crime Prevention Action Table
Saugeen First Nation
Neyaashiinigmiing First Nation
Grey Bruce Health Unit
County of Grey
County of Bruce

TIP STATISTICS FOR JULY 1 TO SEPTEMBER 30, 2024

- Total Tips (Phone, Web, and Mobile, including follow ups): 1,046
- New Tips (Phone, Web, and Mobile): 203

Tips Allocated: 232 (29 tips were allocated to multiple recipients)

- Grey Bruce OPP: 82 (35%)
- South Bruce OPP: 65 (28%)
- The Blue Mountains OPP: 2 (1%)
- Owen Sound Police Service: 38 (16%)
- Hanover Police Service: 19 (8%)
- Saugeen Shores Police Service: 14 (6%)
- West Grey Police Service: 5 (2%)
- Neyaashiinigmiing First Nation Police: 3 (1%)
- Ontario MNRF: 2 (1%)
- Ontario MOF (contraband tobacco): 0 (0%)
- Ontario MECP (environment, conservation, parks): 1 (0.5%)
- OPP Contraband Tobacco Enforcement: 0 (0%)
- MTO Safety Inspection and Enforcement: 0 (0%)
- OPP AGCO Investigations: 0 (0%)
- OPP Anti Human Trafficking Coordination Unit: 0 (0%)
- RCMP: 0 (0%)
- CBSA: 0 (0%)
- Équité Association (insurance fraud): 0 (0%)
- Animal Welfare Authorities: 1 (0.5%)
- OMVIC Investigations & Enforcement: 1 (0.5%)
- Grey Bruce Health Unit: 1 (0.5%)

Crime Stoppers of Grey Bruce Statistics Since Inception May 1987

Tip Reports	19,188
Arrests	1,792
Charges	2,572
Cases Cleared	2,757
Property Recovered	\$4,838,616
Narcotics Recovered	\$50,616,327
Rewards Approved	\$288,935

Tip Totals Year to Date

- 203 new tips have been received during the third quarter of 2024, which is behind the third quarter of 2023 by 63 tips.

MEDIA

- LITE 99.3, Bayshore Broadcasting, Bounce Radio 92.3, Blackburn Radio (Cool 94.5 & 101.7 The One), Shoreline Classics, and Bluewater Radio continue to receive Crime of the Week segments that are sent out from our office on a weekly basis.
- Crime of the Week columns are forwarded to the Bruce County Marketplace magazine.
- Crimes of the Week are being forwarded to the Saugeen Times online news, as well as Eastlink TV.

FUNDRAISING

- Nevada ticket revenues are declining but continue to assist in funding eligible expenses.
- We launched our Community Donor Membership Program in November 2023, which allows the community to offer support by purchasing a tax-deductible donor membership. Donor membership levels are available at \$50, \$100, \$250, and \$500.
- We continue to reach out to each of the Police Services Boards and Municipalities of Grey and Bruce to request funding commitments, in order for our program to continue to operate beyond March 31, 2025.
- The Hanover and Saugeen Shores Police Services Boards donated to our program this quarter.
- The Bruce Peninsula Run Classic Car Tour and Show took place on Sunday August 11, 2024 at the Wiarton-Keppel International Airport, however attendance was down due to rain.
- The Fall Colours Classic Car Tour and Show took place on Sunday September 29, 2024 at the Wiarton-Keppel International Airport and the weather and turnout was good.
- We requested to be added to the charity donation list at Gateway Casinos in Hanover.
- We filed an application for the Bruce Power Community Investment Fund.
- We submitted a charity proposal for the Tim Hortons Smile Cookie program.

EVENTS AND PROMOTIONS

- The Summer 2024 edition of TIPSTER Magazine was released in July, featuring articles and editorials focusing on regional current crimes and community safety topics, and has been very well received by our partners and the community.
- We attended the Saugeen Children's Safety Village road safety and human trafficking awareness event, in conjunction with the Grey Bruce Crime Prevention Action Table, on Saturday August 24, 2024. We continue to participate in the Grey Bruce Crime Prevention Action Table with upcoming events planned.

CRIME STOPPERS BOARD

- We currently have six members on our Board of Directors. We are continuing to recruit new members to the Board and are seeking specific skill sets, such as a Treasurer and people with fundraising experience.

UPCOMING EVENTS

- The Meaford Scarecrow Invasion Parade on October 4, 2024.
- Port Elgin Faith Lutheran Church hosting a Human Trafficking education night on November 6, 2024.
- Chippewas of Nawash Unceded First Nation Human & Drug Trafficking education night on November 13, 2024.
- Saugeen First Nation Human & Drug Trafficking education night on November 14, 2024.



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRCLK.2024.12 - SolarBank Corporation Request for Municipal Support Resolution (2) – 157 7th Street SW Chesley

Report from: Christine Fraser-McDonald, Clerk

& Emily Dance, Chief Administrative Officer

Appendices: Appendix A – Site Plan
Appendix B – Draft Resolution
Appendix C- Neighbourhood Letter
Appendix D- Correspondence from Jeff Holding
Appendix E – Correspondence from Meghan Paradzinski

Recommendation

Be It Resolved that Council hereby,

1. Receive Report SRCLK.2024.12 - SolarBank Corporation Request for Municipal Support Resolution (2) – 157 7th Street SW Chesley;
2. That Council approve the attached draft motion for the new location of the proposed Battery Energy Storage Project.

Report Summary

On September 9, 2024 Council deferred the decision for the support resolution for the proposed Battery Energy Storage Project at 157 7th Ave until the public was consulted on the proposed location.

Solarbank hand delivered notification of the project to approximately 150 residents surrounding the proposed site to notification of a Public Meeting on October 3, 2024.

Background

SolarBank Corporation made a presentation to Council in December 2022 regarding the construction of a Battery Energy Storage System (BESS) at 60 Industrial Park Road in Chesley. This would incorporate nine (9) containers and one (1) electrical house. At that time, they proposed a battery energy storage system for a private property

Council passed Resolution 03-01-2023 at the January 2023 Council meeting in general support of the project.

Following on September 9, 2024, SolarBank made a request to amend the support resolution as a result of the project site moving from the supported location at 60 Industrial Park Rd to a new site at 157 7th St SW. The proposed new site is located approximately 200 metres north.

Council deferred the decision to support the amended resolution for the proposed Battery Energy Storage Project at 157 7th Ave until the public was consulted on the project.

Analysis

As requested Solarbank notified the public of the project and provided notice of the Public Meeting to be held on October 3, 2024 to 150 residents (map attached) A Site walk was originally set for 3-4 p.m., however this was cancelled due to unforeseen circumstances, and a Public Meeting held from 5-7 p.m. at the Chesley Community Centre.

One member of Council, the Clerk and Fire Chief attended the public meeting along with three residents.

Solarbank gave a presentation and the comments from the residents that were in attendance were positive for this project. One resident noted that this project will not only supply power to Chesley, but it will also supply power to surrounding areas and is a good project for Chesley.

Chief Tiernan, District Chief Bell and Officers from Chesley Station 90 attended a virtual meeting with a Technical Fire Advisor from Solar Bank Corporation. This meeting was asked for by the Fire Chief to Solar Bank during a previous Council meeting. The presentation was in depth and looked at all aspects of the Battery Energy Storage System (BESS), as it relates to fire department emergency response. Staff asked questions to the technical advisor on Advanced Air Monitoring during a possible fire emergency and was able to obtain the information they were looking for.

The following day, Chief Tiernan met with District Chief Bell to discuss questions they had asked the previous day. From this meeting, there are two (2) requirements the Fire Chief would request added to the approval process prior to the BESS system being built:

1. Firefighters from Chesley Station 90 will be trained by a representative from Solar Bank on all emergency procedures as it relates to the BESS system being proposed.
2. That Solar Bank will purchase the Mobile Advanced Air Monitoring system for Arran-Elderslie Fire & Emergency Services to ensure appropriate air monitoring is being conducted to ensure the health and safety of residents. The Fire Chief will identify what system they are requiring.

At this time, the Fire Chief does not have any concerns regarding any thermal events that may happen within the facility being proposed.

Correspondence was received from Jeff Holding of Chesley regarding the project. This is attached as Appendix D.

Should Council support the amended location the following steps will be required:

- a. the developer will be able to move forward with the consent application from the County of Bruce. The consent will allow for the portion of the property to enter into an agreement with the landowner to house the unit for longer than 21 years.
- b. The developer is required to submit the site plan application to the Municipality
- c. Site Plan will be circulated to commenting agencies for review
- d. Once all comments have been received a staff report will go forward to Council for approval of the site plan agreement with the agreement being registered on title.
- e. The developer will require approval for the easement agreement for the overhead wires which can proceed for approval at the same meeting.
- f. Following the development will be in a position to apply for a building permit.

Link to Strategic/Master Plan

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding/Link to Procurement Policy

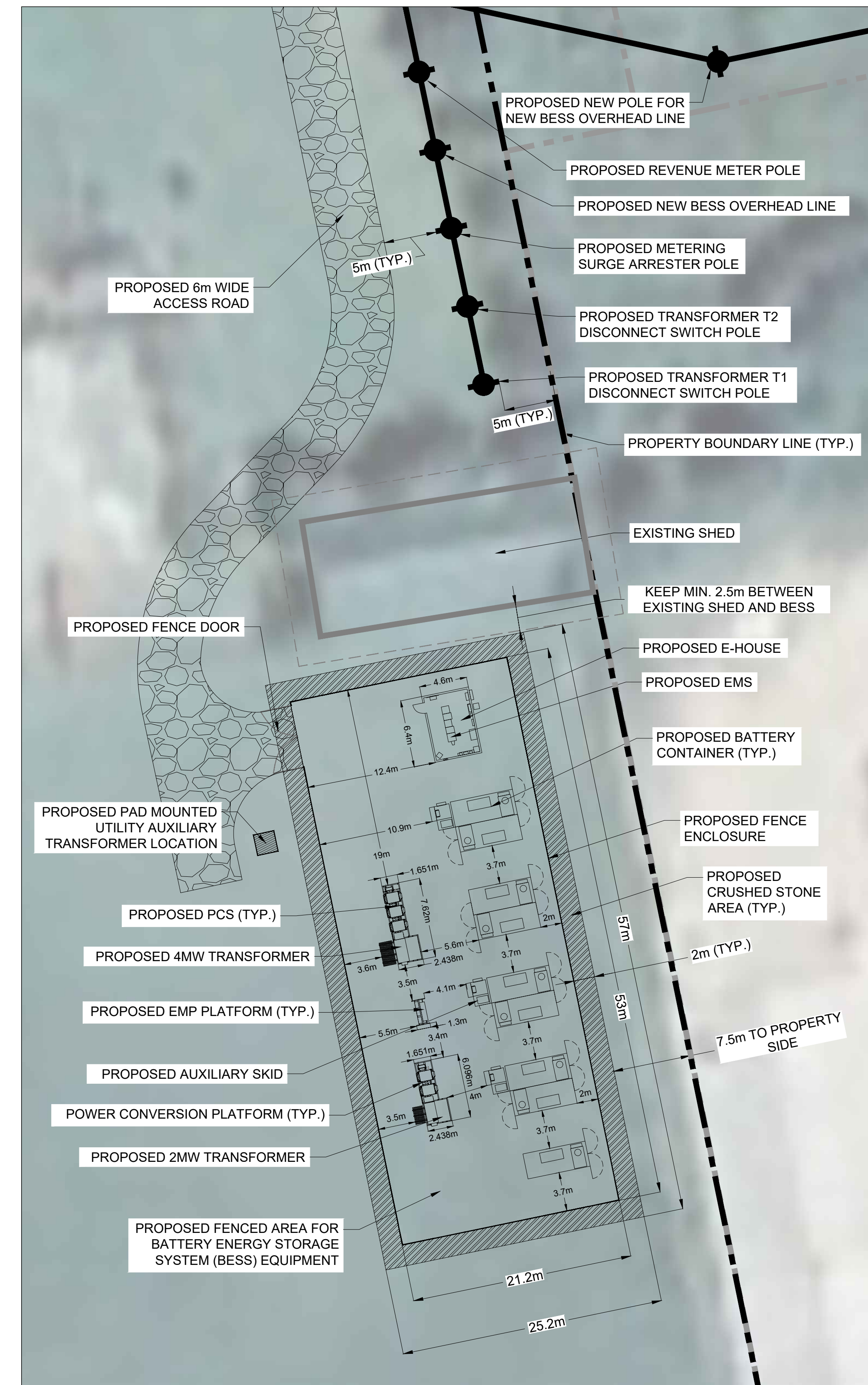
The applicant is responsible for all costs associated with the project.

Approved by: Emily Dance, Chief Administrative Officer



1 SITE PLAN
E-1 SCALE: 1:1800

- NOTES:
- DESIGN UNIT IS IN METER (m).
 - FINAL EQUIPMENT LAYOUT PENDING DETAIL ENGINEERING FINALIZATION.
 - CONCRETE PAD SIZE AND E-HOUSE SIZE PENDING FINAL DETAIL DESIGN.
 - UTILITY METERING FOR UTILITY TO PROVIDE.



2 EQUIPMENT LAYOUT
E-1 SCALE: 1:300

GPS COORDINATES OF THE CONNECTION POINT OF BESS SYSTEM:
44.292761, -81.095444

GPS COORDINATES OF THE BESS LOCATION:
44.291884, -81.098914



Suite 803, 505 Consumer Road,
North York M2J 4V8
T: 416 494 9559
www.solarbankcorp.com

ISSUE STAGE:
FOR REVIEW

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ENGINEER'S SEAL

FOR PRELIMINARY ONLY
AND NOT FOR CONSTRUCTION

REV#	DESCRIPTION	DATE	D.B.	C.B.
04	ISSUED FOR LEASE AGREEMENT	2024-08-20	S.Z.	S.X.
03	ISSUED PER LANDLORD'S COMMENTS	2024-07-26	S.Z.	S.X.
02	ISSUED FOR LANDLORD REVIEW	2024-07-22	S.Z.	S.X.
01	ISSUED FOR REVIEW	2024-06-25	S.Z.	S.X.
00	ISSUED FOR REVIEW	2024-06-13	S.Z.	S.X.

DRAWING NAME:
SITE PLAN

DRAWN BY:
S.Z.

CHECKED BY:
S.X.

SCALE:
AS NOTED

DATE:
2024-08-20

PROJECT NAME:
OZ-1
157 7TH ST SW,
CHESLEY, ONTARIO, N0G 1L0

PROJECT NO.:
E-LT1-OZ-1

DRAWING NO:
E-1

REV. NO:
04

Moved by:

Seconded by:

Be it Resolved, that the Council of Arran-Elderslie hereby provides their support to Abundant Solar Energy Inc., on behalf of Amos K. Kuepfer, for their IESO approved proposal to construct and operate a long-term reliability project with distribution connected battery energy storage systems (BESS) charged from the utility grid on lands municipally known as 157 7th Street SW, Chesley.

Notwithstanding Council's support, it should be noted that the applicant may be required to submit future land use development related applications for this project.

Project Name: OZ-1

BESS Size: 4.99MW/19.96MWh

Legal description of the portion of the Project Site:

Legal Description: PT LT 29 CON 1 ELDERSLIE; PT PARKLT T PL 217 PT 1, 3R7328AND PART 2 PLAN 3R7748, EXCEPT PT 1 & 2, 3R7744, PT 4, 5, 6, 3R7734 AND PT 1, 3R7748; S/T INTEREST IN R374792, RELEASED AS TO PTS 6 & 7 3R7734 BY BR60650 MUNICIPALITY OF ARRAN-ELDERSLIE.



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Dear Community Member,

We are writing to you to make you aware of a minor location change in our Battery Energy Storage System (BESS) Project, to be located at 157 7th St SW, Chesley, ON. The project is under contract with Ontario's Independent Electricity System Operator (IESO) and is expected to be operational in 2025. Please see attached for the location change.

Developer

SolarBank is a Canadian renewable and clean energy project developer and asset operator. Since 2013, SolarBank has enabled the proliferation of renewable and clean energy contributing to reduce carbon emission goals through its development, engineering, and asset management services in Canada and the United States. www.solarbankcorp.com

Project Information

The proposed project is a utility grid-connected battery energy storage system (BESS). The system will be a 4.99-megawatt/19.96-megawatt hour battery energy storage system using LFP battery technology. The battery supplier is EVLO, a subsidiary of Hydro Quebec. The BESS will occupy approximately 0.3 acres of land, including all required setbacks and spacing, and will be independently connected to the Ontario electricity grid. The BESS will be charged by the local grid overnight when there is low electricity demand and will supply power to the grid at times of high demand, providing significant benefits to grid reliability. BESS components include containerized units housing all necessary batteries, inverters, fire suppression, and HVAC systems.

Community Benefits

The BESS project is intended to enhance grid reliability, ultimately reducing chances of local outages. Further, construction, operations and maintenance activities will stimulate local economic activity with long-term contracts to local businesses as much as possible.

Public Meeting Details

As part of the project development process, community members are invited to attend public meetings. These meetings are intended to ensure that community members have the chance to inform about the project and ask any questions they may have.

Please see below for the public meeting and site walk date and instructions:

Site Walk: 3-4 pm October 3rd, 2024, on site.

Public Meeting: 5-7 pm, October 3rd, 2024, at the Chesley Community Centre - Community Hall - 129 4th Ave SE, Chesley.

Please email mila.simon@solarbankcorp.com if you wish to attend the site walk and/or the public meeting. Please feel free to reach out if you have any questions regarding the contract and/or proposed project.

Sincerely,

Mila Simon
Sr. Project Coordinator
SolarBank Corporation

From: [Jeff Holding](#)
To: [Christine Fraser-McDonald](#)
Subject: BESS
Date: October 6, 2024 9:01:57 PM

Good morning Christine,

I hope all is well with you.

Here is some information that I have gathered regarding BESS through community conversations and the internet.

*I will reach out to Amos for his comments and forward them to you in a separate email.

I received an information flyer for the proposed battery storage system (BESS) on September 22, 2024 and I have some concerns about the project, as well the potential deadly hazards for the entire community.

My sons friend's family (Paradzinski's) are currently renting the farm house on the newly proposed location for the BESS which is TOO close to the barn (livestock) as well as the house.

I wanted to ensure you aware of the history of Fires and other risks including white noise that can affect sleep, mental health as well, potentially affect the reproduction behaviours of livestock.

After mentioning the flyers that I had received to Meghan and John Paradzinski, they informed me that they had not received one!

Following my discussion with Meghan, she contacted the Land owner (Amos Kuepfer) which he had the understanding that it was solar panels with battery storage being installed on his land, not a BESS!

From the get go.... This Company has been sneaky, misleading communication and have been unmindful of the risks to residents of Chesley.

Here are a few examples....

1. Building the project in Chesley, but held a quietly announced "Public Meeting" in Paisley- most likely to limit pushback.

2. Brownouts, in 10 years of living here the power has never been out for no more than 2 hours (always because of an accident not an actual brown out) AND Chesley has 2-power supply lines powering the community which almost eliminates potential power loss due to demand.

3. The residents and Land owner of the newly proposed property did not receive an information letter of the BESS or the public meeting, was this on purpose.... Unknown

4. The land owner had the understanding that it was solar panels with a small battery storage system being installed on his property.
5. This whole project has been fishy right from the start and I hope this does not pass at council.
6. They obviously don't pay attention to detail even with a spelling mistake on the map that was recently delivered- ridiculous!
7. When you google BESS one of the first things that pop up to read are the battery fires that have burned for a day or more, bellowing deadly smoke and toxins.
8. Have the Aaran Elderslie Fire departments been trained on Lithium Ion fires?

With the history of BESS fires and Battery fires (electric vehicles) on the rise in recent years, white noise and the miscommunication to the public, I honestly hope that this would be a no-brainer vote for council.

If council members are considering a yes vote, each of you should ask yourselves "Do I want a BESS literally in my back yard 50 meters from where I sleep?"

In the end, I would support this technology and project, but NOT within a stones throw to the nearest house where young children are sleeping.

If anyone on council votes yes to the approval of this project, you should be ashamed of yourselves and know you are putting Chesley residents at risk.

Please Google "BESS & Lithium Ion fires" to gain more knowledge of the potential risks to the public.

Sincerely,
Jeff Holding

[REDACTED]

Chesley, ON

[REDACTED]

From: [Emily Dance](#)
To: [Christine Fraser-McDonald](#)
Subject: Fw: BESS Proposal
Date: October 8, 2024 2:06:40 PM

From: Meghan Paradzinski [REDACTED]
Sent: Monday, October 7, 2024 5:26 PM
To: Emily Dance <edance@arran-elderslie.ca>
Subject: Re: BESS Proposal

Hi Emily,

I have concerns about this plan location. I understand the pros of having this type of system however the location is not safe being so close to our residential/commercial zone line.

This proposed location is less then 100m from my home. It is even closer to a farm/barn with livestock on the property, I'd say as close as 20m. The animals free roam field includes the proposed location which would mean they now have less grazing space and the impacts white noise from the machine are known for causing issues to animals.

I do feel safe raising my 3 young children and our family dog this close to the system. With simple research the hazards of explosion and fire risk are great and I fear this system could erupt well my family is sleeping. We do not have any local family members to take shelter at in case of an evacuation emergency.

Is our local fire department fully hands on trained with lithium battery fires? How does this impact home and auto insurances when it will be located on my home property?

What benefits and guarantees can this company give my family to secure our safety and livelihood?

When speaking with my landlord (Amos Kuepfer) he did not understand or was made fully aware of the risks of these systems on his property. I feel this company has chosen to blindside him as he does not know or understand the hydro concepts with this type of equipment. He does not use the internet or modern-day resources.

The town of Chesley was not easily made aware of these meetings being held in another town? (Paisley) I never received a form, I found out from another member in town. How can someone who lives directly on this property not be notified of meetings? A neighbor of ours found his form in a tree branch at the end of his driveway. He is a retired senior who would

have answered the door if given the opportunity to receive these forms.

Our town has not been affected by a brown out or power loss to require this system directly in town. This company can choose a further out agriculture zone that's further from the homes and schools in our community.

I understand the positives of this device, my only concern is the terrible location.



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OZ-1 Battery Energy Storage System: Public Meeting Minutes

Date: Thursday, October 3rd, 2024

Time: 5:00 PM - 7:00 PM

Location: Chesley Community Centre

Attendance List:

1. Councillor Penner
2. Christine Fraser-McDonald
3. Steve Tiernan
4. Derreck Pattison
5. Doug Bell
6. Grant Rhody

Presentation by SolarBank:

- Introduction and Agenda
- Presentation and background on the IESO's procurement of Expedited Long-Term Reliability
- Services (E-LT 1) including:
 - Ontario's forecasted electricity reliability issues.
 - Procurement details regarding Independent Electricity System Operator's (IESO) LT 1 RFP and E-LT 1 RFP procurement targets and approximate timelines.
 - Overview of Project requirements and capacity to deliver.
- Battery Energy Storage Systems (BESS) Information
 - Discussed BESS details, including nameplate capacity, project name and address, technology, safety, illustrative diagrams, location, and key components.
 - A scale map and site plan showing the boundaries of the Bess Project site, location of the Connection Point and the Connection Line, and other considerations such as Project boundaries and existing structures.
 - Discussed zoning of the Project Site
 - Discussed fire safety details
 - Discussion about the BESS charging and discharging mechanism such as it will be independently connected to the distribution grid.
- Development Timeline Summary
 - Project is expected to be completed in the Fall of 2025.
- Benefits to the Community
 - Grid reliability, local economic growth.



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Community attendees were encouraged to ask questions anytime before and after the Project presentation. Questions asked and answered are summarized below:

- **Could you provide details on the design and appearance of the access road?**
 - The access road is designed to extend from the street, gently curving around the shed and leading directly to the battery energy storage system site. The road will be built to accommodate both construction vehicles and long-term maintenance access. There will be minimal use of the road, as construction is expected to take around 6 months and preventative maintenance includes 2 site visits per year.
- **Where is the Point of Interconnection (POI) located, and how will the connection be established?**
 - The Point of Interconnection (POI) is the 44kV Hydro One distribution circuit situated to the east of the BESS site. It is in close proximity to the site and minimizes the number of utility poles required for connection.
- **What are the anticipated noise levels during operation?**
 - The noise generated during normal operation is expected to be very low and blend in with the existing ambience. The inverters and cooling systems may produce a faint hum, but it will remain well below regulatory limits set out by the Ministry of Environment, Conservation, and Parks (MECP). We work with a 3rd party acoustic engineer to prepare an Acoustic Report and confirm we are compliant. At the nearest point of reception, near the shed, the noise level is 40 dbA. This is around the noise level of a refrigerator.
- **Are there any risks of toxic emissions from the facility?**
 - The battery energy storage system uses lithium iron phosphate (LFP) technology, which is recognized for its safety and low environmental impact. The system has no toxic emissions under normal operating conditions. In the event of a malfunction, off-gassing would be managed by fail-safe venting systems and emissions are well below hazardous levels, as they dissipate into the air. This is confirmed by the Battery Manufacturer and verified by 3rd Party Environmental Engineers.
- **Is the property zoned for industrial or agricultural use?**
 - The project site is zoned as Business Park 1 and the land use is Industrial. The project is a permitted use, and would be compliant with municipal zoning by-laws, HydroOne regulations, Electrical Safety Authority (ESA) and the MECP requirements.



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- **Can you specify the total size and scope of the project?**
 - The BESS project will cover approximately 0.3 acres and will house 4.99 MW of storage capacity. The system consists of containerized battery units, each measuring approximately 6 meters in length, 2.9 meters in height (4 m including HVAC at highest point), and 2.4 meters in width. The BESS will store electricity and charge the batteries overnight when the demand is low, and discharge during the day during high demand, and intended to stabilize the local grid during peak demand.

- **What type of foundation will the pad be constructed on?**
 - The BESS will be mounted on cement piles at 6 points of the containers. This will provide a minimal impact on the existing landscape. After the term of the contract, the land will be restored to its original state as much as possible.

- **Will the site be managed remotely? If so, how will that be handled?**
 - Yes, the site will be monitored remotely through an advanced Energy Management System (EMS). The EMS provides real-time data on battery performance, system health, and conditions. Operators can control the system remotely, and maintenance teams will be dispatched as needed. The site can be remotely shut off and turned on as well.

- **What is the distance between the nearest battery and the existing shed on the property?**
 - The nearest battery is located approximately 17 meters from the existing shed on the property, ensuring a safe distance that complies with all safety regulations. This separation helps to minimize any potential risks and allows for efficient access for maintenance and emergency services when needed.

- **Can electrical fires at the site be extinguished with water, or are there alternative methods?**
 - In the event of an electrical fire, water should not be used. Instead, specialized fire prevention mechanisms are in place to prevent overheating and fire. However, in the case of a battery fire, the standard practice is to isolate and allow the battery to burn out until it discharges fully. We have been in contact with the Arran-Elderslie Fire Department and have conducted an information session with Fire and Risk Alliance. The system will be monitored, and emergency response protocols will be in place to contain the situation safely.



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- **Is there any risk of explosion associated with the facility?**
 - The BESS is designed to minimize the risk of explosion. Lithium iron phosphate (LFP) batteries have a lower risk of thermal runaway, and the system incorporates several layers of fire safety, including thermal barriers and automatic isolation of faulty components. Gas detection and venting systems are also in place to prevent the accumulation of flammable gases. The system is monitored by multiple parties 24/7/365 down to the cell level, and can be remotely shut off before any overheating occurs.

- **Where will the electricity generated by the storage system be supplied?**
 - The stored electricity will be supplied back to the grid during periods of high demand. This helps stabilize the grid and provides reliable power to surrounding homes and businesses. The electricity will flow through the POI to the local utility network. It is connected to the 44 kV distribution line, and will only serve the local communities, not the entire province of Ontario.

- **Can you outline the construction schedule, particularly when the most intensive building periods will occur?**
 - Construction is set to commence early next year and is expected to be completed by early Fall 2025. The most intensive construction period will occur over a span of 1 to 1.5 months, during which major activities such as site preparation, foundation installation, and equipment setup will take place. This focused timeline allows for efficient progress while minimizing disruption to the surrounding area.

- **What will the overall visual impact of the project be once completed?**
 - The overall visual impact of the project will be minimal, as the battery energy storage system will be situated behind the existing shed. This strategic placement helps to obscure the view of the facility from the street and surrounding areas, ensuring that it blends seamlessly into the landscape. The project will be surrounded by a barbed-wire fence with green slats inserted to further screen the BESS.



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRCLK.2024.14 – Electoral System – Community Engagement Strategy

Report from: Emily Dance, Chief Administrative Officer

Christine Fraser-McDonald, Clerk

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Receives Report SRCLK.2024.14 – Electoral System – Community Engagement Strategy; and
2. Approves the proposal from Clerks on Call for an Electoral System – Community Engagement Strategy in the amount of \$5,850.00 plus HST, mileage and disbursement costs incurred to be funded from Account 01-1020-4300 – Contracted Services; and
3. That as per By-law 59-09 – Procurement Policy, Section 4.7 (b) that the calling of a Request for Quotation be waived as the goods and services are available from only one source.

Report Summary

The intent of this report is to provide Council with information on the Community Engagement Strategy regarding a Ward vs At-Large electoral system.

Background

At the September 25, 2024 Council meeting, Council passed the following resolution:

Moved by: Councillor Steinacker

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Directs staff to proceed with seeking input from the community on their support for electing Councillors in a ward-based system or electing Councillors through an at-large system;
2. That a public survey be created seeking community input; and
3. That staff to bring a recommendation report and if applicable implementing bylaw to Council in Q2 outlining community feedback received in 2024.

Carried

The CAO, Clerk and Deputy Clerk met to consider a strategy to move forward with Council's direction. It was determined that it would be appropriate for staff to remain at arm's length from the engagement process to ensure that the information was provided in a neutral and unbiased fashion. Staff capacity was also considered, and it was concluded that staff would not have the capacity to prepare and implement such a strategy due to current demands on staff time.

Staff consulted a firm called "Clerks on Call" to develop a third-party community engagement strategy regarding a Ward vs At Large Electoral System.

Analysis

Clerks on Call is a consulting firm made up of two former Clerks with over 30 years of municipal experience holding various positions including as a CAO, elected official and as a Past President of Association of Municipal Clerk's and Treasurers of Ontario.

Clerks on Call provided a proposal to ensure that residents and elected officials are provided with the information needed to evaluate both the ward and at-large electoral systems.

Clerks on Call have proposed the following framework to execute the project:

- To ensure that the project is conducted in an independent manner, Clerks on Call will manage the project at arm's-length from staff and elected officials.
- Meet with Council Members to discuss the public engagement strategy and conduct individual interviews with the Mayor and Members of Council to obtain their perspectives on potential electoral system reform.
- Use paper surveys and an in-person facilitated open house, along with using online survey tools for community engagement.
- Prepare the survey document and online survey and provide to the Municipality for distribution.
- Attend and facilitate an in-person open house to obtain input from the public.
- Compile and analyze survey results.

- Prepare and present a report to Council to report the survey results as well as providing context for the public's 'preferred' electoral system for the upcoming Council term.

The anticipated time for completed of the community engagement and a subsequent report to Council is spring of 2025, which would provide enough time for Council to provide further direction to the Clerk's department on how to proceed for the 2026 Municipal Election.

Link to Strategic/Master Plan

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding/Link to Procurement Policy

The cost of this proposal is:

- Community Engagement Strategy Project Fee **\$5,850.00**
- Mileage and disbursements are additional costs

This would be financed from Account 01-1020-4300 – Contracted Services.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRCAO.2024.08 Old Paisley Library

Report from: Emily Dance, Chief Administrative Officer

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Receives Report SRCAO.2024.08 Old Paisley Library
2. Directs staff to draft an "Expression of Interest" for the old Paisley Library to consider interest in the property, create a list of proponents that may then be invited to participate in the formal land sale process indicating their intentions for the redevelopment and how the proposal is in keeping with the Municipality Corporate Strategic Plan and Economic Strategic Plan.

Report Summary

The Paisley Library relocated to a renovated accessible space at the Paisley Community Centre. As a result, on March 11, 2024 the Paisley Library was declared surplus to the Municipalities needs.

Staff is recommending that a "Request of Interest" be issued to consider interest in the property, create a list of proponents that may then be invited to participate in the formal land sale process indicating their intentions for the redevelopment and how the proposal is in keeping with the Municipality Corporate Strategic Plan and Economic Strategic Plan.

Background

The Paisley Library was moved to a renovated accessible space at the Paisley

Community Centre. As a result, on March 11, 2024 the Paisley Library was declared surplus to the Municipalities needs.

Analysis

Once a property is declared surplus to the Municipalities needs, the municipality is in a position to sell the property. Staff reached out to the County of Bruce to inquire if they had any interest in the property; however, they are able to run their programs out of the Paisley Community Center.

The property is located in a prime area in the downtown and has been used by the Public as a community space for many years and has great potential for Paisley.

Staff is proposing that Council consider the option of issuing a “Request for Interest” to recognize interest in the property, create a list of proponents that may then be invited to participate in the formal land sale process indicating their intentions for the redevelopment and how the proposal is in keeping with the Municipality Corporate Strategic Plan and Economic Strategic Plan.

Alternatively, Council can direct staff to request an appraisal of the lands and then place the property on the open market.

To note the Municipality received a grant from the Enabling Accessibility grant program for the installation of 2 accessible doors and an accessible washroom at the Library.

However, since the library was relocated and the property declared surplus, staff have requested an amendment of the grant through 2028 to allow move the grant to an alternative municipal building. Staff is considering various options for the grant and a report will be brought forward in the future with recommendations.

Link to Strategic/Master Plan

6.2 Supporting Businesses and the Local Economy

6.4 Leading Financial Management

Financial Impacts/Source of Funding/Link to Procurement Policy

Appraisal fees, legal fees and real estate commissions will apply. Revenue generated from the sale will be included as revenue for the Municipality and can be used to offset expenditures, placed in reserves or can be dedicated to a specific project at Council's direction.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: New Paisley Firehall and Public Works Building RFP

Report from: Emily Dance, Chief Administrative Officer

Steve Tiernan, Fire Chief, Scott McLeod, Public Works Manager, David Munro, Interim Treasurer

Appendices:

Recommendation

Be It Resolved that Council hereby,

1. grants the New Paisley Fire Hall and Public Works Facility Design and Build Proposal to DOMM Construction in the amount of \$2,740,000 plus HST.
2. approves Cobide Engineering to prepare the Site Works tender, answer questions through the tendering process, review submitted tenders and make and award recommendation in the amount of \$7,000 plus HST
3. directs the CAO to research options for the appointment of a Project Manager for the project.
4. defers the decision on funding the project to 2025 budget deliberations.

Report Summary

The intent of this report is to obtain Council approval to award the tender for the construction of the new Paisley Fire Hall and Public Works Building.

Background

On July 25, 2024 the Municipality issued a Request for Proposal for a Design and Build for a New Paisley Fire Hall and Public Works Facility to be constructed at the North-West Corner of County Road 3 and Canrobert Street in Paisley.

Tenders closed on Friday September 13, 2024 with four proposals being received.

Contractor	Cost excluding HST
DOMM Construction	\$2,740,000 (2.7M +40K in options)
Straw Hat Renovations Inc.	\$4,443,741.95
Schilthuis Construction Inc	\$5,229,640
Niacon	\$6,145,833.62

Analysis

The Evaluation Team made up of the CAO, Treasurer, Fire Chief, Manager of Public Works and CBO reviewed the proposals against the following criteria:

- Evaluation of relevant qualifications and expertise of assigned staff members and project manager.
- Past Performance on similar projects with other municipalities.
- Project team experience, understanding and approach to project completion.
- Completeness of Proposal including the evaluation of any sub-consultants, work schedule, commitment to safety and quality assurance and project design methodology.
- Total Price

The Evaluation Team recommends DOMM Construction as the preferred contractor based on the above criteria. They submitted the lowest bid, have a team with the qualifications suited for the project, they have constructed similar projects in West Perth, Clearview and Oro-Medonte as well has done work in the past for the municipality. The proposal showed an understanding of the project and a timeline of commencing the project as soon as the Municipality is ready.

During the past several years, the New Paisley Firehall Committee met to discuss the building of a new firehall in Paisley. In the past couple of years, the committee has seen some changes due to new Council elections. Credit needs to be given to all who have put their ideas and time into this project as this is certainly appreciated.

Looking forward to the construction of the firehall, staff would like a firehall that would last 50-60 years or longer and be functional for the needs of the fire service moving into the future. The Chief visited several firehalls throughout the region and settled upon the same plan as the Lucknow firehall. Chief Tiernan arranged a trip to the Lucknow firehall

with members of the committee and then with firefighters from Paisley to obtain their input.

Chief Tiernan working with Chief Building Official Pat Johnson, who made the changes to the plans that Chief Tiernan deemed as necessary for the fire service moving into the future. The firehall plans, as designed now, meet the needs of the fire service today and into the future. This building will also serve as the alternate Emergency Operations Center (EOC) in the event it is needed.

Site Works

The site works and preparation is not included in the Request for Proposal. Cobide Engineering provided a Construction Cost Estimate for the project. This has been estimated at \$1,308,125

Tender Cost Summary	Total
General Construction Items	\$35,000
Removals	\$70,550
Sanitary Sewer & Appurtenances	\$109,375
Storm Sewers	\$186,975
Watermain & Appurtenances	\$15,500
Road Works	\$790,900
Contingency	\$100,000
Total	\$1,308,125

Due to constraints with other projects and current operations, Public Work Staff does not have the capacity to perform the grounds work. Staff is recommending that Cobide Engineering prepare the Site Works tender, answer questions through the tendering process, review submitted tenders and make and award recommendation in the amount of \$7,000 plus HST

Project Management

Due to the complexity and expense of the project, staff is requesting Council consider retaining a project manager to oversee the entire project. This has also been noted in the tender documents from DOMM for the Municipality to have a Municipal assigned project manager.

The project manager would be the key point person for the contractors and staff for the project. They act as the bridge between a project's plan and its execution. They would work closely with our Chief Building Official, Manager of Public Works, Fire Chief, Treasurer and CAO to liaise with the contractor for the site works, building construction and interior construction suppliers and trade.

The project managers core role is to ensure that projects meet deadlines, stays within budget, and adhere to quality standards and approved plans.

Their expertise in managing timelines and resources prevents miscommunication and scope creep. This role could be on a contract basis for an individual or through a consulting firm.

For the site works only, Cobide has provided an estimate of \$55,000 plus HST to oversee the construction, this does not include provisions for overseeing the construction of the building or any interior works.

Link to Strategic/Master Plan

6.6 Modernizing Services

Financial Impacts/Source of Funding/Link to Procurement Policy

It is recommended to utilize existing reserves, grants, and fundraising to pay for the Fire Hall & Public Works building. More details will be presented to Council during the review of Draft #1 of the 2025 Budget. There is an approved option to borrow from Infrastructure Ontario, but this may not be necessary.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRDPCLK.24.10 Tile Drainage Loan Application – Slumskie – 752 Bruce Road 40, Dobbinton

Report from: Julie Hamilton, Deputy Clerk

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Receive Tile Drainage Loan Application from Drew Slumskie, with an estimated cost of \$35,000 for the drainage system for the property described as Part Lots 17 & 18, Concession 13 and 14, and municipally known as 752 Bruce Road 40, geographic Township of Elderslie, Roll Number 4103-380-004-15300, subject to the availability of funds allocated by the Province of Ontario for tile drainage purposes;
2. That the amount of the tile drain loan will be approximately \$26,300; and
3. That a by-law be prepared to impose special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act.

Report Summary

The purpose of this report is to request Council approval for a tile loan application authorized under the *Tile Drainage Act*.

Background

In Ontario, the Tile Loan Program, authorized by the *Tile Drainage Act*, provides loans to agricultural property owners to help them finance tile drainage projects.

Landowners who are planning to install a tile drainage system on their agricultural land are eligible for a tile loan under the Tile Loan Program. Under this program, the application must be submitted to Council. Once Council approves the application, the owner arranges to have the work completed by a licensed tile drainage contractor.

The municipality will inspect the work and prepare a debenture for submission to the province in the amount of the loan or loans. The province then issues a cheque to the municipality who in turn passes it on to the applicant. The municipality collects the loan repayments from the applicant through their property taxes and passes these payments back to the province.

The Ministry of Agriculture, Food and Rural Affairs has provided details of the Tile Loan Program for the 2023/2024 fiscal year. Tile loans are available at a 6% interest rate for a ten-year term. The maximum amount of loan available is 75% of the installation costs, to a maximum of \$50,000 per registered property owner in one year.

It should be noted that Arran-Elderslie has made two requests by way of formal letter to OMAFRA to re-evaluate the tile loan program due to the increased costs of tile drainage works. To date, no response has been received regarding the requests.

Analysis

An application has been received for a loan under the Tile Loan Program from the landowner (Drew Slumskie) of lands municipally described as Pt Lots 17 & 18, Concession 13 and 14, and municipally known as 752 Bruce Road 40, geographic Township of Elderslie, Roll Number 4103-380-004-15300, with the estimated cost of the drainage system in the amount of \$35,000. The applicant is permitted a loan for 75% of the cost of the drainage works at an amount of \$26,300, subject to the submission of invoicing and mapping following the completion of the work.

The Municipal Drainage Inspector, Public Works Manager Scott McLeod, will perform an inspection of the drainage works and to ensure that the installation work is satisfactory to the Municipality.

Link to Strategic/Master Plan

6.2 Supporting Businesses and the Local Economy

Financial Impacts/Source of Funding/Link to Procurement Policy

The *Tile Drainage Act* allows municipalities to sell debentures to the province for funding private tile drainage projects. The term of the loan is ten (10) years, and the repayment is due annually to the province. The tile loan repayments are added to the landowner's property tax bill over a ten-year period.

Borrowing By-law No. 03-2021, which authorizes the Municipality to borrow money for the construction of drainage works, was passed in 2021 and has a current borrowing balance of \$359,000.00.

An \$90.00 administration-inspection fee will be charged for applications in accordance with the fees and service charges by-law.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRFIN.24.15 - 2025 Budget Items

Report from: David Munro, Interim Treasurer

Appendices: OPP 2025 Annual Billing Letter for Municipalities EN

OPP 2025 Arran-Elderslie Billing Statement

2025 Budget Timeline - Revised

Recommendation

Be It Resolved that Council hereby,

1. Acknowledge receipt of 2025 OPP billing correspondence;
2. Accept the revised 2025 Budget Schedule.

Report Summary

The 2025 annual bill from the Ontario Provincial Police (OPP) has increased significantly and will result in larger than expected tax increase in the 2025 budget.

The 2025 Budget Timeline has been revised and the only change is the 2025 Budget Public meeting is now scheduled for Tuesday November 12, 2024, 4pm – 6pm.

Background

The original budget schedule presented on June 10, 2024, Council meeting, had the public meeting on November 13, 2024.

Analysis

Every year, around this time the Ontario Provincial Police (OPP) send out their next year's estimated bill to the municipalities it serves. For 2025, there is a significant increase of \$217,647 vs last year. This equates to a tax increase of just over 3% for OPP alone.

	<u>2025</u>	<u>2024</u>	<u>\$ increase</u>	<u>% increase</u>
Annual bill	\$1,327,734	\$1,163,788	\$163,946	14%
Previous year adjustment	\$62,225	\$8,524	\$53,701	630%
Total	\$1,389,958	\$1,172,312	\$217,647	19%

From the municipalities we have heard from, the Treasurers/CAO's are all surprised at this substantial increase, and it equates to a 3% (or more for some municipalities) tax increase.

We will learn more from an upcoming OPP webinar. For now, we wanted Council to be aware that this significant increase will affect 2025 budget.

Link to Strategic/Master Plan

6.4 Leading Financial Management

Financial Impacts/Source of Funding/Link to Procurement Policy

An increase in the OPP bill for 2025 of \$217,647 will result in a 3% tax increase for the OPP alone.

The 2025 Budget Public meeting is an important step in building the 2025 Budget.

Approved by: Emily Dance, Chief Administrative Officer

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

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File Reference:

612-20

October 4, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Please find attached the OPP municipal policing 2025 Annual Billing Statement package.

This year's billing package includes a statement for the 2023 year-end reconciliation. The final cost adjustment calculated as a result of the 2023 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2025 calendar year.

The final reconciliation of the 2025 annual costs will be included in the 2027 Annual Billing Statement.

For more detailed information on the 2025 Annual Billing Statement package please refer to the resource material available on the internet, www.opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in October/November. An e-mail invitation will be forwarded to the municipality advising of the session date.

If you have questions about the Annual Billing Statement please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

A handwritten signature in black ink, appearing to read "Steve Ridout". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Ridout
Superintendent
Commander,
Municipal Policing Bureau

OPP 2025 Annual Billing Statement

Arran-Elderslie M

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	3,156		
	Commercial and Industrial	<u>260</u>		
	Total Properties	<u><u>3,416</u></u>	189.44	647,112
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.2857%	175.20	598,491
Overtime	(see notes)		16.67	56,955
Prisoner Transportation	(per property cost)		1.67	5,705
Accommodation/Cleaning Services	(per property cost)		<u>5.70</u>	<u>19,471</u>
Total 2025 Estimated Cost			<u><u>388.68</u></u>	<u><u>1,327,734</u></u>
2023 Year-End Adjustment	(see summary)			62,225
Grand Total Billing for 2025				<u><u>1,389,959</u></u>
2025 Monthly Billing Amount				115,830

OPP 2025 Annual Billing Statement

Arran-Elderslie M

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) Municipal Base Services and Calls for Service Costs - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary
Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service
		FTE	%			
Uniform Members	Note 1					
Inspector	26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander	8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant	38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant	226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable	1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable	11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries	1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout			6,207	11,906,411	6,262,929	5,643,483
Shift Premiums			1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector			29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries			36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries			18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits				343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1					
Detachment Administrative Clerk	164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk	3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist	1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration	28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator	0.89	50.7	73,240	65,184	32,958	32,226
Cadet	1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries	200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries			36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits				21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2					
Communication Operators			6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards			2,061	3,977,812	2,091,915	1,885,897
Operational Support			7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support			3,208	6,191,568	3,256,120	2,935,448
Telephone Support			157	303,016	159,355	143,661
Office Automation Support			938	1,810,378	952,070	858,308
Mobile and Portable Radio Support			357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs				39,612,554	20,831,997	18,780,557
Total Salaries & Benefits				404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2					
Communication Centre			150	289,506	152,250	137,256
Operational Support			1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support			360	694,814	365,400	329,414
Telephone			1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance			168	326,258	171,540	154,718
Office Automation - Uniform			4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian			1,154	231,585	116,485	115,100
Vehicle Usage			10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment			1,073	2,070,933	1,089,095	981,838
Uniform & Equipment			2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer			1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses				41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost				\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties					1,246,809	
Base Services Cost per Property					\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

Arran-Elderslie M

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	12	10	3	9	9	5.9	50	0.0028%	5,769
Drugs	2	0	3	1	2	88.1	132	0.0073%	15,201
Operational	475	517	506	515	503	3.9	1,963	0.1078%	225,762
Operational 2	111	102	116	130	115	1.7	195	0.0107%	22,439
Other Criminal Code Violations	46	41	57	28	43	7.1	305	0.0168%	35,118
Property Crime Violations	127	128	163	132	138	6.2	853	0.0468%	98,061
Statutes & Acts	86	69	118	126	100	3.5	349	0.0192%	40,159
Traffic	60	54	122	97	83	3.8	316	0.0174%	36,389
Violent Criminal Code	66	61	80	74	70	14.8	1,040	0.0571%	119,594
Municipal Totals	985	982	1,168	1,112	1,062		5,203	0.2857%	\$598,491

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details
Arran-Elderslie M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	985	982	1,168	1,112	1,061.75
Drug Possession	12	10	3	9	8.50
Drug Related Occurrence	7	7	1	4	4.75
Possession - Cocaine	0	0	0	1	0.25
Possession - Methamphetamine (Crystal Meth)	2	2	1	1	1.50
Possession - Other Controlled Drugs and Substances Act	3	1	1	3	2.00
Drugs	2	0	3	1	1.50
Trafficking - Cocaine	1	0	0	0	0.25
Trafficking - Methamphetamine (Crystal Meth)	0	0	2	0	0.50
Trafficking - Other Controlled Drugs and Substances Act	1	0	1	1	0.75
Operational	475	517	506	515	503.25
Accident - non-MVC - Master Code	0	0	1	0	0.25
Accident - non-MVC - Residential	0	0	0	1	0.25
Alarm - Others	0	0	5	0	1.25
Animal - Bite	2	1	1	2	1.50
Animal - Dog Owners Liability Act	1	1	1	1	1.00
Animal - Injured	12	9	5	4	7.50
Animal - Left in Vehicle	0	0	1	1	0.50
Animal - Master Code	1	0	0	2	0.75
Animal - Other	9	3	4	4	5.00
Animal - Rabid	1	1	0	0	0.50
Animal - Stray	14	6	21	9	12.50
Assist Fire Department	5	7	0	2	3.50
Assist Public	25	64	16	62	41.75
By-Law - Master Code	0	1	1	0	0.50
Distressed / Overdue Motorist	0	1	1	3	1.25
Domestic Disturbance	49	65	53	44	52.75
False Fire Alarm - Building	0	0	1	0	0.25
Family Dispute	44	45	56	50	48.75
Fire - Building	9	7	6	5	6.75
Fire - Other	5	6	4	11	6.50
Fire - Vehicle	1	1	2	2	1.50
Firearms (Discharge) By-Law	0	0	1	0	0.25
Fireworks By-Law	1	0	0	0	0.25
Found - Household Property	1	0	1	0	0.50
Found - License Plate	1	0	0	0	0.25
Found - Others	0	0	0	2	0.50
Found - Personal Accessories	0	0	0	1	0.25
Found - Radio, TV, Sound-Reprod. Equip.	0	0	1	0	0.25
Found Property - Master Code	13	22	19	18	18.00
Insecure Condition - Building	2	2	0	0	1.00
Insecure Condition - Master Code	1	7	1	0	2.25
Insecure Condition - Vehicle	0	0	1	0	0.25
Lost - Bicycles	0	0	0	1	0.25
Lost - Household Property	1	0	0	1	0.50

OPP 2025 Calls for Service Details
Arran-Elderslie M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Lost - License Plate	1	0	1	0	0.50
Lost - Others	0	2	1	0	0.75
Lost - Personal Accessories	2	1	1	4	2.00
Lost - Radio, TV, Sound-Reprod. Equip.	0	1	1	0	0.50
Lost Property - Master Code	5	6	5	11	6.75
Missing Person - Master Code	0	1	1	1	0.75
Missing Person 12 & older	4	1	3	1	2.25
Missing Person Located 12 & older	4	6	11	4	6.25
Missing Person Located Under 12	0	0	0	1	0.25
Missing Person under 12	0	0	1	0	0.25
Neighbour Dispute	42	49	49	67	51.75
Noise By-Law	0	1	0	0	0.25
Noise Complaint - Animal	2	4	1	1	2.00
Noise Complaint - Business	0	0	13	0	3.25
Noise Complaint - Master Code	16	13	20	20	17.25
Noise Complaint - Others	1	1	3	0	1.25
Noise Complaint - Residence	2	1	0	1	1.00
Other Municipal By-Laws	10	5	2	1	4.50
Overdose/Suspected Overdose -Opioid Related	0	1	0	0	0.25
Phone - Master Code	0	1	1	4	1.50
Phone - Nuisance - No Charges Laid	7	11	5	3	6.50
Phone - Obscene - No Charges Laid	1	1	0	0	0.50
Phone - Other - No Charges Laid	4	6	2	1	3.25
Phone - Threatening - No Charges Laid	2	1	1	3	1.75
Protest - Demonstration	0	1	0	0	0.25
Sudden Death - Accidental	0	0	1	0	0.25
Sudden Death - Apparent Overdose/Overdose	0	1	1	0	0.50
Sudden Death - Natural Causes	2	8	5	4	4.75
Sudden Death - Others	2	0	1	0	0.75
Sudden Death - Suicide	0	1	3	2	1.50
Suspicious Person	96	75	65	58	73.50
Suspicious vehicle	43	37	61	30	42.75
Traffic By-Law	1	0	0	0	0.25
Trouble with Youth	18	18	17	46	24.75
Unwanted Persons	9	11	20	23	15.75
Vehicle Recovered - Automobile	2	1	4	1	2.00
Vehicle Recovered - Other	0	1	0	2	0.75
Vehicle Recovered - Snow Vehicles	0	0	2	0	0.50
Vehicle Recovered - Trucks	1	1	1	0	0.75
Operational 2	111	102	116	130	114.75
911 call - Dropped Cell	18	12	9	18	14.25
911 call / 911 hang up	17	19	11	16	15.75
False Alarm - Accidental Trip	0	1	0	0	0.25
False Alarm - Others	29	34	50	53	41.50
False Holdup Alarm - Accidental Trip	15	2	3	4	6.00

OPP 2025 Calls for Service Details
Arran-Elderslie M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Keep the Peace	32	34	43	39	37.00
Other Criminal Code Violations	46	41	57	28	43.00
Animals - Kill or injure	0	1	0	0	0.25
Animals - Others	1	0	0	0	0.25
Bail Violations - Breach of Recognizance	2	0	0	0	0.50
Bail Violations - Fail To Comply	24	18	31	11	21.00
Bail Violations - Master Code	0	1	2	1	1.00
Bail Violations - Others	0	1	4	0	1.25
Breach of Firearms regulation - Unsafe Storage	0	0	0	1	0.25
Breach of Probation	3	5	6	2	4.00
Breach of Probation - In relation to children	1	1	0	0	0.50
Counterfeit Money - Master Code	0	1	0	0	0.25
Disturb the Peace	6	7	7	3	5.75
Indecent acts - Master Code	1	0	0	0	0.25
Indecent acts - Other	0	0	0	1	0.25
Libel - Defamatory	0	1	0	0	0.25
Obstruct Public Peace Officer	1	0	0	1	0.50
Offences Related to Currency	0	0	0	1	0.25
Offensive Weapons - Careless use of firearms	1	0	0	0	0.25
Offensive Weapons - False Statements	0	0	0	1	0.25
Offensive Weapons - Other Offensive Weapons	0	0	3	2	1.25
Offensive Weapons - Other Weapons Offences	1	0	0	1	0.50
Offensive Weapons - Possession of Weapons	0	1	1	1	0.75
Offensive Weapons - Restricted	0	0	0	1	0.25
Offensive Weapons - Weapons Trafficking	1	0	0	0	0.25
Possess Firearm while prohibited	0	1	1	0	0.50
Prostitution - Communication to Sell Sexual Services	1	0	0	0	0.25
Public Mischief - mislead peace officer	1	1	0	0	0.50
Public Morals	1	0	1	0	0.50
Trespass at Night	0	0	0	1	0.25
Utter Threats to damage property	1	0	0	0	0.25
Utter Threats to injure animal	0	1	0	0	0.25
Uttering Counterfeit Money	0	1	1	0	0.50
Property Crime Violations	127	128	163	132	137.50
Arson - Auto	0	0	1	0	0.25
Break & Enter	13	9	18	15	13.75
Fraud - False Pretence Over \$5,000	0	1	0	0	0.25
Fraud - False Pretence Under \$5,000	0	0	1	0	0.25
Fraud - Forgery & Uttering	1	1	1	0	0.75
Fraud - Fraud through mails	0	0	0	1	0.25
Fraud - Master Code	0	5	6	2	3.25
Fraud - Money/property/security Over \$5,000	4	1	1	2	2.00
Fraud - Money/property/security Under \$5,000	3	3	10	7	5.75
Fraud - Other	9	14	13	13	12.25
Fraud - Steal/Forge/Poss./Use Credit Card	2	1	3	3	2.25

OPP 2025 Calls for Service Details
Arran-Elderslie M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Fraud - Transportation	1	0	0	0	0.25
Fraud - Welfare benefits	0	1	0	0	0.25
Identity Theft	0	0	1	1	0.50
Interfere with lawful use, enjoyment of property	2	2	2	1	1.75
Mischief	25	28	31	24	27.00
Mischief Graffiti - Non-Gang Related	1	0	1	1	0.75
Personation with Intent (fraud)	0	1	1	0	0.50
Possession of Stolen Goods over \$5,000	3	0	1	0	1.00
Possession of Stolen Goods under \$5,000	2	0	5	0	1.75
Property Damage	7	3	4	2	4.00
Theft Over - Master Code	0	0	0	1	0.25
Theft from Motor Vehicles Over \$5,000	0	0	1	1	0.50
Theft from Motor Vehicles Under \$5,000	7	7	4	5	5.75
Theft of - All Terrain Vehicles	2	5	1	0	2.00
Theft of - Automobile	1	1	3	1	1.50
Theft of - Farm Vehicles	0	0	1	0	0.25
Theft of - Motorcycles	0	1	1	0	0.50
Theft of - Other Motor Vehicles	0	0	0	1	0.25
Theft of - Snow Vehicles	0	0	1	0	0.25
Theft of - Trucks	1	1	3	0	1.25
Theft of Motor Vehicle	4	5	5	3	4.25
Theft Over \$,5000 - Construction Site	0	0	0	1	0.25
Theft Over \$5,000 - Farm Equipment	0	0	0	1	0.25
Theft Over \$5,000 - Mining Product	0	1	0	0	0.25
Theft Over \$5,000 - Other Theft	0	1	2	1	1.00
Theft Over \$5,000 - Trailers	0	0	1	0	0.25
Theft Under \$5,000 - Bicycles	1	2	3	1	1.75
Theft Under \$5,000 - Boat (Vessel)	0	0	2	0	0.50
Theft Under \$5,000 - Building	1	0	1	0	0.50
Theft Under \$5,000 - Construction Site	0	1	1	0	0.50
Theft Under \$5,000 - Farm Equipment	1	0	0	2	0.75
Theft Under \$5,000 - Gasoline Drive-off	3	2	2	1	2.00
Theft Under \$5,000 - Master Code	7	7	1	8	5.75
Theft Under \$5,000 - Mining Product	0	2	0	0	0.50
Theft Under \$5,000 - Other Theft	24	18	22	27	22.75
Theft Under \$5,000 - Persons	1	1	1	1	1.00
Theft Under \$5,000 - Trailers	1	0	0	3	1.00
Theft Under \$5,000 Shoplifting	0	3	6	2	2.75
Unlawful in a dwelling house	0	0	1	0	0.25
Statutes & Acts	86	69	118	126	99.75
Custody Dispute	0	0	1	0	0.25
Family Law Act - Other	0	0	1	0	0.25
Landlord / Tenant	16	19	36	15	21.50
Mental Health Act	24	18	23	55	30.00
Mental Health Act - Apprehension	1	4	6	8	4.75

OPP 2025 Calls for Service Details
Arran-Elderslie M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Mental Health Act - Attempt Suicide	1	2	4	3	2.50
Mental Health Act - No contact with Police	0	0	7	8	3.75
Mental Health Act - Placed on Form	5	1	2	1	2.25
Mental Health Act - Threat of Suicide	7	4	3	8	5.50
Mental Health Act - Voluntary Transport	6	6	9	11	8.00
Trespass To Property Act	25	15	26	17	20.75
Youth Criminal Justice Act (YCJA)	1	0	0	0	0.25
Traffic	60	54	122	97	83.25
MVC - Fatal (Motor Vehicle Collision)	5	1	0	0	1.50
MVC - Others (Motor Vehicle Collision)	1	1	4	0	1.50
MVC - Personal Injury (Motor Vehicle Collision)	4	4	9	2	4.75
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	5	0	4	7	4.00
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	22	29	24	27	25.50
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	23	19	78	57	44.25
MVC (Motor Vehicle Collision) - Master Code	0	0	3	4	1.75
Violent Criminal Code	66	61	80	74	70.25
Aggravated Assault - Level 3	1	0	0	0	0.25
Arson - Disregard for Human Life	0	0	1	0	0.25
Assault - Level 1	24	19	32	33	27.00
Assault Peace Officer	0	0	2	0	0.50
Assault Peace Officer with weapon OR cause bodily harm	1	0	1	0	0.50
Assault With Weapon or Causing Bodily Harm - Level 2	11	12	6	10	9.75
Criminal Harassment	8	9	10	7	8.50
Criminal Harassment - Offender Unknown	1	0	1	1	0.75
Extortion	0	1	0	0	0.25
Forcible confinement	1	2	1	1	1.25
Indecent / Harassing Communications	1	0	4	1	1.50
Invitation to Sexual Touching	0	1	0	0	0.25
Murder 1st Degree	0	1	0	0	0.25
Non-Consensual Distribution of Intimate Images	0	0	2	0	0.50
Sexual Assault	7	10	5	5	6.75
Sexual Exploitation	0	0	0	1	0.25
Sexual Interference	1	4	1	2	2.00
Sexual offence occurring prior to January 4, 1983	0	0	0	1	0.25
Utter Threats - Master Code	3	1	1	3	2.00
Utter Threats to Person	6	1	13	9	7.25
Utter Threats to Person - Government Employee	1	0	0	0	0.25

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OPP 2023 Reconciled Year-End Summary
Arran-Elderslie M
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	3,089			
	Commercial and Industrial	<u>261</u>			
	Total Properties	<u><u>3,350</u></u>	174.11	583,285	554,968
Calls for Service	Total all municipalities	187,830,598			
	Municipal portion	0.2910%	163.17	546,606	519,677
Overtime			16.43	55,045	49,638
Prisoner Transportation	(per property cost)		1.45	4,858	3,920
Accommodation/Cleaning Services	(per property cost)		<u>5.06</u>	<u>16,951</u>	<u>16,315</u>
Total 2023 Costs			<u><u>360.22</u></u>	<u>1,206,745</u>	<u>1,144,516</u>
2023 Billed Amount				<u>1,144,520</u>	
2023 Year-End-Adjustment				<u><u>62,225</u></u>	

Notes

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

This amount is incorporated into the monthly invoice amount for 2025.

The difference between the estimated and billed amount is due to rounding the bills to the nearest dollar throughout the year.

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Municipality of Arran-Elderslie
****Revised** Timelines for Budget Plan for 2025**
Operating and Capital Budget

August	FMW Budget Training for new Staff; Refresh training for those that need assistance
September 1st	FMW Budget Open to Managers - Operating & Capital
October 1st	Draft Budget Submission Operating & Capital; FMW rollover to Treasurer Review
October 3 - 7	Manager meetings with CAO and Treasurer
October 8 - 10	Managers refine budgets based on discussions
October 11 - 15	Manager meetings with CAO and Treasurer (Round 2)
October 16 - 18	CAO & Treasurer finalize budget (Draft 1)
October 23	Budget Report for Agenda Package Due
October 28	Draft # 1 Budget Presented to Council
November 12	Public Meeting to Present the Budget and gather public input - 4pm - 6pm - Council Chambers
November 25	Draft # 2 Budget Presented to Council
January 2025	Draft #3 and final 2024 Operating and Capital Budget Adopted by Council



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: Grant Application – Housing Enabling Water Systems Fund- Intake II

Report from: Scott McLeod, Public Works Manager

& Emily Dance, CAO

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Support the grant application to the Province of Ontario's Housing Enabling Water System Fund Intake II for Community for expansion to the Paisley waste water treatment plant.

Report Summary

The Province of Ontario has opened a new second stream to the Housing Enabling Water System Fund to help municipalities develop, repair, rehabilitate and expand critical drinking water, wastewater and stormwater infrastructure with the aim to unlock more housing opportunities, support the province's growing population, protect communities and enhance economic growth. Staff is recommending an application be submitted for expansion of the Paisley waste water treatment plant.

Background

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program. Projects funded through the program will aim to protect communities by investing in the development, repair, rehabilitation and expansion of core water, wastewater, and stormwater projects to promote growth and enable housing. Program objectives include

- Enable growth and housing opportunities; and.
- Increase access to potable water; and/or

- Increase treatment and/or management of wastewater and stormwater.

The Province will fund a maximum of 73% (up to \$35 million) with the municipality required to fund all remaining eligible project costs (27%)

Approved projects must start no later than September 30, 2025 and be completed by March 31, 2028.

Analysis

Staff have discussed potential projects in consultation with the Municipal Engineer that would fit the parameters of this funding opportunity.

Paisley has been experiencing development pressure for the past several years. Existing vacant lots (serviced) are being filled. At some lots, the existing residences are being replaced with multi-residential units. Furthermore, a number of developers have applied or are in process for Draft Plan Approvals.

As a result of the added development, water supply demand shall increase which is not an issue due to significant surplus water supply capacity available from Arran-Elderslie Water Treatment Plant. However, the sewage flow analysis indicates that sewage flow to Paisley's Wastewater Treatment Plant shall exceed its rated capacity if all of the development is permitted or occurs. Exceedance of Wastewater treatment capacity is not permitted. MECP generally does not want a municipality to allow further development when rated capacity of Wastewater Treatment Plant exceeds $\pm 85\%$.

In view of the above, staff recommends taking advantage of HEWS-Intake 2 funding program, to assist the municipality in increasing the rated capacity of the treatment plant through completion of a Sch C EA and capital project.

Link to Strategic/Master Plan

6.3 Facilitating Community Growth

Financial Impacts/Source of Funding/Link to Procurement Policy

The province will fund a maximum of 73% up to \$35 million with the municipality required to fund all remaining eligible project costs of 27%.

The Municipal Engineer is working on estimates for the total cost of this project should it be approved. Staff will include the estimate within the 2025 Capital Budget.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRW.24.16 Structure E1 – Priebe Bridge

Report from: Scott McLeod, Public Works Manager

Appendices: Appendix A - BM Ross & Associates – Recommendation Letter
Appendix B - Map

Recommendation

Be It Resolved that Council hereby,

1. Receives Report SRW.24.16. Structure E1 – Priebe Bridge; and
2. Authorizes the execution of a contract with AJN Builders Inc. for the rehabilitation work on structure E1 in the approximate amount of \$307,000; and
3. Grants an exemption to the Procurement Process under Bylaw 59-09, Section 4.7, C;
4. And further that the funds of \$175,000 be reallocated from 21-TRAN-0002 / 02-2574 Sideroad 15 Rebuild to fund this project with the additional funds being drawn from the Bridge Reserve 01-0000-7264.

Report Summary

The intent of this report is to receive Council's direction for work required on structure E1, the Priebe bridge located on Sideroad 25, Elderslie, between Concession 2, Elderslie and Bruce County Road 19.

Background

BM Ross provides engineering consulting services for our bridge infrastructure. The firm completes bi-annual bridge inspections as required by O. Reg. 104/97 Standards for Bridges, made under the Public Transportation and Highway Improvement Act, R.S.O, 1990.

BM Ross completed an inspection of structure E1 on May 31, 2024 and returned for a follow-up inspection on September 29, 2024. During the inspections, considerable deterioration of the structure was observed which requires a reduction to the load limit. If no repairs are completed this year, the bridge will need to be closed for the winter.

The existing structure is a steel truss bridge with a concrete bridge deck bridge that was originally constructed in 1938. In 2002, the structure received some additional stringers along the outside of the bridge deck. This bridge has been identified as one of the structures requiring attention in the Bridge Master Plan. The recommendation at the time was to repair the bridge and eventually replace the bridge, however, the condition has deteriorated increasingly since the beginning of the master plan.

Analysis

The attached engineer's recommendation letter from BM Ross provides in-depth details regarding the condition of the structure which is summarized below for Council's consideration. BM Ross is recommending an emergency closure and load limit reduction for the structure until remediation work can take place.

The concrete deck is in poor condition with concrete failure above both the north and south abutments, as well as deck stringers in the north and south bays are failing. The original load limit for this structure was 10 tonnes, however, the engineer's recommendation is to reduce the load limit to 5 tonne until the bridge deck can be replaced. As a short-term solution, to avoid closing the bridge completely, supplemental stringers could be added to the structure, however, the 5-tonne load limit would need to remain in place due to the fact that a heavier vehicle risks breaking through the bridge deck due to the deterioration. It is important to note that a 5-tonne load limit is not sufficient to support the municipality's grader or snow plows and the reduced limit would significantly affect winter control measures.

The engineer's estimate for this type of repair is approximately \$27,000 for construction and \$6,000 for engineering related costs, a total of \$33,000.

For a longer-term solution, the bridge could be rehabilitated to address the deficiencies. The engineer recommends that all the floor stringers and the concrete deck be replaced. Due to the high level of concern, the engineers have spoken with a contractor that is experienced in this type of remediation work, and they have indicated that they would be prepared to begin the work in approximately three weeks which would allow the work to be completed by mid-December. BM ROSS can prepare the design for this rehabilitation before he begins repairs and provide information to order the components needed.

When rehabilitating a steel truss bridge, it is recommended that all the truss members be examined in detail and BM Ross also recommends completing an analysis of the bridge trusses and other steel members to confirm the load posting listing is appropriate, however, it would not be possible to complete this analysis until after the rehabilitation work would be started and possibly not until it is finished. The analysis may

determine that some of the truss components are inadequate to support the desired load posting and it may be determined that some of the truss members have to be replaced or reinforced to provide a 10-tonne load posting. It is expected that the upgrades would not be very significant, however, it is a risk of not having the analysis completed in advance.

This option would see the bridge closed for a short time and it would also allow for our municipal equipment to operate with minimal disruption.

The engineer's estimate for this type of rehabilitation is approximately \$270,000 for construction and \$37,000 for engineering and contract administration costs, a total of \$307,000.

A final option is to fully replace the structure. The recommended replacement would be a two-lane concrete structure with reconstructed approaches to better align the bridge with the roadway. Reconstruction of the new structure would not take place until next year and the structure would require repairs to make it through the winter, or the structure would need to remain closed.

The engineers estimate for complete replacement is approximately \$1,950,000.

This structure is identified in the Class Environmental Assessment Bridge Master Plan. During the bridge master plan public consultation, several concerns were raised regarding the potential closure of the Priebe bridge due to the volume of Mennonite traffic that is seen by this route. There is a schoolhouse on Concession 14 E, in Brant Township. The attached map provides the location of the bridge and route to the schoolhouse. The absence of a sideroad between Sideroad 25 and Sideroad 15 would make the walk to school virtually impossible for many of the children that attend that school and impact the daily travel of many in the horse and buggy community. This section of road is also a bypass for farm equipment and horse and buggy traffic to avoid going through Chesley. Also noted earlier was the interruption to winter control measures, as a closure of this bridge would mean that the plow route would need to come in from both ends and, again, with the absence of a sideroad in between, would make the effective configuration of the route difficult.

Staff have reviewed the recommendations made by BM Ross and believe it to be in the best interest of the municipality to proceed with the rehabilitation work on the structure. Due to the timeline and emergent nature of the works, Staff request relief from the Procurement Bylaw #59-09 under Section 4.7, C:

“where for reasons of time, or due to the nature of the goods and services to be supplied, the interests of the Municipality would be best served by a direct purchase”

Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

Financial Impacts/Source of Funding/Link to Procurement Policy

As noted above, the cost to complete the rehabilitation work is estimated to be approximately \$307,000.

Staff have identified unused funds in the capital budget for work that will not be completed this year. \$175,000 was allocated to complete the Sideroad 15 rebuild between Concession 10 and Concession 13W, however, due to time constraints, this work will not take place this year.

Staff recommend reallocating these funds to complete the rehabilitation works required for E1, with the remaining funds be sourced from the Bridge Reserve, which has a current balance of \$369,777.

Approved by: Emily Dance, Chief Administrative Officer



B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

62 North Street, Goderich, ON N7A 2T4

p. (519) 524-2641 www.bmross.net

VIA EMAIL ONLY

File No. 00221

October 7, 2024

Scott McLeod, Works Manager
Municipality of Arran-Elderslie
1925 Bruce Road 10, Box 70
Chesley, ON N0G 1L0

Re: Priebe Bridge, Structure E1 on Sideroad 25

We completed an inspection of the above structure on May 31 of this year and a follow-up review on September 29, 2024. Due to the condition of various bridge components we recommended the load limit on the bridge be reduced to 5 tonne. We are also recommending that the bridge be closed so that emergency repairs to address the deficiencies can be completed this fall. A summary of our observations and reasons for our recommendations follow.

The existing bridge is a steel truss bridge with a concrete bridge deck. It is anticipated that this bridge was originally constructed in 1938. According to our records, some supplemental stringers (floor beams) were installed along the outside edge of the bridge deck in 2002. This bridge previously had a load limit of 10 tonnes. We are recommending the load limit be reduced because the concrete deck is in poor condition with concrete failure above both the north and south abutment, as well as deck stringers in the north and south bays are failing.

With regards to the concrete deck, there is one hole in the deck at the north end that has been covered with a steel plate and a second hole has started in the south end of the deck. The concrete is about 125mm thick, but concrete has spalled off the underside of the deck; about over 40% of the soffit, leaving the reinforcing steel exposed in those areas. When the concrete deck is exposed to heavier vehicle loads, we suspect the deck flexes and more concrete will fall off; as such, the deck becomes weaker. Additionally, exposed reinforcing steel corrodes more quickly than steel electrochemically protected by the concrete, leading to steel section loss. Therefore, the bridge deck should be replaced.

With regards to the stringers (floor beams) under the deck, there were originally 6 stringers under the concrete deck in each bay, but in 2002, supplemental stringers were installed along the outside edge of the bridge deck. When reviewing the north span, 4 of the original stringers did not appear to be providing support for the deck, as large portions of their top flanges have corroded all the way through. As a result, loads must be transferred through the weak

deck to the stringers along the outside edge. In the most southern bay, there appeared to be two stringers not providing any support for the deck because they are corroded through in places. The other four original girders are in poor condition and only the supplemental two stringers installed in 2002 are in fair to good condition.

Within the other three spans along the length of the bridge, there is at least one stringer, with a portion of the top flange rusted through, which is providing limited support to the underside of the deck. Additionally, all five other stringers are generally corroding with localized pitting along the top flanges, which has led to the weakening of these stringers. When doing repairs, we recommend replacing all the stringers in the bridge deck.

Enclosed with this letter is a copy of the OSIM report that includes photos to illustrate the deficiencies identified during our review. The OSIM report lists a few other deficiencies such as a damaged guiderail and concrete spalling at the one corner of the abutments.

To avoid closing the bridge and maintaining the 5 tonne load limit, supplemental stringers could be installed under the north and south bays of the bridge and localized repairs should be completed to the bridge deck where the holes are present, or have started to form. These repairs should be completed as soon as possible, and we would recommend the Township budget \$27,000 for construction and \$6,000 for Engineering to complete these repairs. Our concern is that although these repairs should provide adequate support for the bridge deck, given the deck is in poor condition and there is a risk that a heavier vehicle will break through the deck, we are recommending that the load limit be kept at 5 tonne until the bridge deck is replaced. At the 5 tonne load posting, the bridge is insufficient to support the Township's grader or other snow plows. Also, these repairs are only considered a short-term solution because it does not address the fact that most of the concrete deck will still be in poor condition.

In lieu of a short-term repair, the bridge could be rehabilitated to address the deficiencies. To repair this structure, we would recommend that all the floor beams (stringers) and the concrete deck be replaced, as well as miscellaneous other repairs be completed to address the other deficiencies identified. We have been in discussion with, AJN Builders Inc., which has experience completing truss bridge repairs. The Contractor has indicated he can start rehabilitating the bridge within approximately three weeks, and if authorized to start, can order materials within the next week. This should allow the work to be completed before mid-December. BMROSS can prepare the design for this rehabilitation before he begins repairs and provide him information to order the components needed. However, when rehabilitating a steel truss bridge, we recommend examining all the truss members in detail. Additionally, we recommend completing an analysis of the bridge trusses and other steel members to confirm the load posting listing is appropriate. Unfortunately, due to other commitments, we do not have time to complete this analysis until after the rehabilitation work would be started and possibly not until it is finished. Our analysis may determine that some of the truss components are inadequate to support the desired load posting and it may be determined that some of the truss members have to be replaced or reinforced to provide a 10 tonne load posting, as was previously provided, to support the Township's snow removal equipment. Based on our experience, and the fact that the bridge was supporting the Township's snow removal equipment in past years, we suspect that the number of upgrades to the truss should not be very significant, but that is one of the risks associated with doing the deck repairs before we complete the truss analysis.

We calculated a probable cost of \$270,000, plus HST, to complete the repairs including a \$20,000 contingency. The Contractor has reviewed the scope of work and has agreed that our price estimate is fair; however, would like to review the final drawings and details before he commits to doing the work for that price. Note, that scope of work includes completion of all the other miscellaneous repairs listed in the OSIM such as replacing deteriorated guiderail posts and concrete repairs to the abutments. While there is insufficient time to tender the project in the traditional way, we would still prepare an agreement, similar to what is included in a tender document, and ensure the Contractor provides general liability insurance coverage.

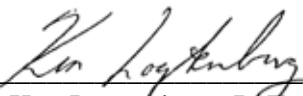
With regards to Engineering fees, we have estimated that the probable cost to complete the design, provide general specification for the work, formalize an agreement with the Contractor, administer the contract, and analysis of the truss at approximately \$37,000, plus HST. As discussed above, the analysis work would be completed at a later date which may lead to some additional repairs to the bridge.

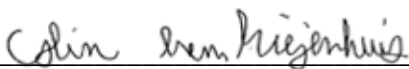
We have also calculated a probable cost to replace the bridge. When replacing the bridge, it is assumed the structure would be reconstructed as a two-lane concrete structure up to current codes requirements, with reconstructed approaches to improve the alignment of the bridge with the road. The total probable cost to construct a replacement structure was calculated to be approximately \$1,950,000 (2024 dollars), excluding HST, including Engineering. However, this work cannot start until next year and the repairs should be completed to make it through the winter.

Upon review of the options, we would recommend rehabilitating the bridge this fall unless the Township wants to replace the bridge next year. If you have any questions about this report or our recommendations, feel free to contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per  _____
Ken Logtenberg, P. Eng.

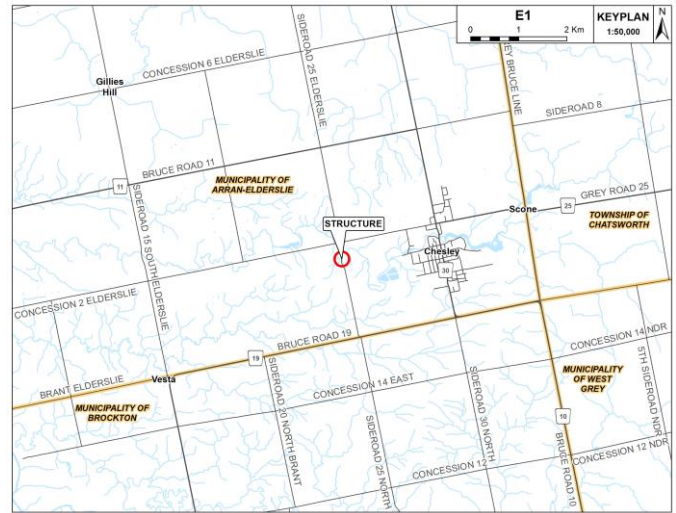
Per  _____
Colin Van Niejenhuis, P. Eng.

KDL:hv
Encl.

Summary Report:



2-East Elevation



Datum: NAD83 17N Northing: 4904769 Easting: 490339

Structure Name: Priebe Bridge	BMROSS File #: BR-773	MTO #:
Main Hwy / Road #: 	Bridge Condition Index (BCI): 34	CRV: \$1,319,200
Road Name: Sideroad 25	Inspection Date: 5/31/2024	
Structure Location: South of Concession 2	Next Inspection: 1/1/2026	
Condition Summary: Repairs recommended	Recommended Timing: 1-5 Years	Current Load Limit: 5
Overall Comments: Half-through truss in poor condition. Needs emergency repairs to avoid closure, or rehabilitation to extend the life of the bridge. Load limit reduced from 10 tonnes to 5 tonne until concrete deck is replaced.		

Repair / Rehabilitation:

Element:	Work Required	Period	Cost
Beams/MLE's	Replace stringers and deck end beams	1 to 5 yrs.	\$46,000
Decks	Replace concrete deck, with drains, curbs	1 to 5 yrs.	\$120,000
Approaches	Site restoration, misc. site work	1 to 5 yrs.	\$20,000
Abutments	Concrete repairs	1 to 5 yrs.	\$12,000
			\$0
			\$0
			\$0
Various	Associated Work		\$118,000
Total			\$316,000

Additional Investigations:

Maintenance Needs:

Ontario Structure Inspection Manual - Inspection Report:

Site Number:

Inventory Data:	
Structure Name: <input type="text" value="Priebe Bridge"/>	Crossing Type: <input type="text" value="Navigable Waterway"/>
Main Hwy / Road #: <input type="text"/>	On <input checked="" type="checkbox"/> Under <input type="checkbox"/>
Road Name: <input type="text" value="Sideroad 25"/>	Northing: <input type="text" value="4904769"/>
Structure Location: <input type="text" value="South of Concession 2"/>	Easting: <input type="text" value="490339"/>
Owner(s): <input type="text" value="Municipality of Arran-Elderslie"/>	Heritage Designation: <input type="text" value="Not Designated"/>
MTO Region: <input type="text" value="Southwestern"/>	Road Class: <input type="text" value="Local"/>
MTO District: <input type="text" value="Owen Sound"/>	Posted Speed: <input type="text"/> No. of Lanes: <input type="text" value="1"/>
Current County: <input type="text" value="Bruce"/>	AADT: <input type="text" value="200-499"/> % Trucks: <input type="text"/>
Geographic Twp.: <input type="text" value="ELDERSLIE"/>	Special Routes: <input type="text"/>
Structure Group: <input type="text" value="Truss"/>	Surface Type: <input type="text" value="Concrete"/>
Structure Type: <input type="text" value="Half-Through Truss"/>	Detour Length Around Bridge: <input type="text"/> (km)
Total Deck Length: <input type="text" value="25.1"/> (m)	Fill on Structure: <input type="text" value="0"/> (m)
Overall Str. Width: <input type="text" value="5.4"/> (m)	Skew Angle: <input type="text" value="0"/> (Degrees)
Total Struct. Area: <input type="text" value="135.54"/> (sq.m)	Direction of Structure: <input type="text" value="North/South"/>
Roadway Width: <input type="text" value="4.5"/> (m)	Min. Vert. Clearance: <input type="text"/> (m)
Number of Spans: <input type="text" value="1"/>	Bridge Condition Index: <input type="text" value="34"/>
Span Length(s): <input type="text" value="23.2"/> (m) <input type="text"/> (m) <input type="text"/> (m) <input type="text"/> (m) <input type="text"/> (m)	
MTO Number: <input type="text"/>	BMROSS File Number: <input type="text" value="BR-773"/>

Historical Data:	
Year Built: <input type="text" value="1938"/>	Last Biennial Inspection: <input type="text" value="2022"/>
Current Load Limit: <input type="text" value="5"/> (tonnes)	Last Evaluation: <input type="text"/>
Load Limit By-Law #: <input type="text"/>	Last Enhanced Inspection: <input type="text"/>
By-Law Expiry Date: <input type="text"/>	Enhanced Access Equipment: <input type="text"/>

Rehabilitation / Investigation History:		
Year	Work Type	Cost
2002	Some stringers replaced, bearing seats repaired, some stringers repaired	0

Field Inspection Information:		
Date of Inspection: 5/31/2024	Inspection Type: OSIM Inspection	Next Detailed Inspection: 2026
Inspector: Ken Logtenberg		
Inspecting Firm: BM Ross & Associates Limited		
Others in Party: Andrew McGarvey		
Equipment Used: Hammer, Camera, Measuring Tape, Chain		
Weather: Sunny, Slight Breeze		
Temperature: 22 °C		

Additional Investigations			
Investigation Description	Note	Priority	Estimated Cost
Detailed Deck Condition or Corrosion Potential Survey		N/R	\$0
Non-destructive Delamination Survey of Asphalt-Covered Deck		N/R	\$0
Concrete Substructure Condition Survey		N/R	\$0
Detailed Coating Condition Survey		N/R	\$0
Detailed Timber Investigation		N/R	\$0
Post-Tensioned Strand Investigation		N/R	\$0
Underwater Investigation		N/R	\$0
Fatigue Investigation		N/R	\$0
Seismic Investigation		N/R	\$0
Structure Evaluation		N/R	\$0
Monitoring Deformations, Settlements, or Movements of Crack Widths		N/R	\$0
Total Cost:			\$0

Overall Structure Notes:	
Bridge Condition Summary: Repairs recommended	Recommended Timing: 1-5 Years
Overall Comments: Half-through truss in poor condition. Needs emergency repairs to avoid closure, or rehabilitation to extend the life of the bridge. Load limit reduced from 10 tonnes to 5 tonne until concrete deck is replaced.	

Replacement Value:	
Structure Type: <input type="text" value="Bridge"/>	Structure Area: <input type="text" value="136"/> (sq.m)
Replacement Cost: \$ <input type="text" value="1,319,200"/>	Complexity Factor: <input type="text" value="1"/>
	Price per sq. m.: \$ <input type="text" value="9,700.00"/>
<i>Note: Replacement cost calculation is based on the above price per square metre, the total deck or structure area for the existing structure and the chosen complexity factor. This cost may not be a suitable value when budgeting to replace a structure.</i>	

Suspected Performance Deficiencies

- | | | |
|---|--|------------------------------|
| 01 Load carrying capacity | 06 Bearing not uniformly loaded/unstable | 12 Slippery surfaces |
| 02 Excessive deformations (deflections and rotations) | 07 Jammed expansion joint | 13 Flooding/channel blockage |
| 03 Continuing settlement | 08 Pedestrian/vehicular hazard | 14 Undermining of foundation |
| 04 Continuing movements | 09 Rough riding surface | 15 Unstable embankments |
| 05 Seized bearings | 10 Surface ponding | 16 Other |
| | 11 Deck drainage | |

Maintenance Needs

- | | | |
|--------------------------------------|---------------------------------|--|
| 01 Lift and Swing Bridge Maintenance | 07 Repair to Structural Steel | 13 Erosion Control at Bridges |
| 02 Bridge Cleaning | 08 Repair of Bridge Concrete | 14 Concrete Sealing |
| 03 Bridge Handrail Maintenance | 09 Repair of Bridge Timber | 15 Rout and Seal |
| 04 Painting Steel Bridge Structures | 10 Bailey bridges - Maintenance | 16 Bridge Deck Drainage |
| 05 Bridge Deck Joint Repair | 11 Animal/Pest Control | 17 Scaling (Loose Concrete or ACR Steel) |
| 06 Bridge Bearing Maintenance | 12 Bridge Surface Repair | 18 Other |

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E1

Repair / Rehabilitation:			
Element:	Work Required	Period	Cost
Beams/MLE's	Replace stringers and deck end beams	1 to 5 yrs.	\$46,000
Decks	Replace concrete deck, with drains, curbs	1 to 5 yrs.	\$120,000
Approaches	Site restoration, misc. site work	1 to 5 yrs.	\$20,000
Abutments	Concrete repairs	1 to 5 yrs.	\$12,000
			\$0
			\$0
			\$0
Repair/Rehabilitation Sub-Total:			\$198,000

Associated Work Required:		
Mobilize / Demobilize	and access platform	\$35,000
Approaches		\$10,000
Traffic Control / Detours		\$10,000
Utilities		\$0
Right of Way		\$0
Environmental Study	Approval	\$5,000
Engineering		\$33,000
Other		\$0
Contingencies		\$25,000
Associated Work Sub-Total:		\$118,000
Total Cost:		\$316,000

Justification:

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E1

Element Data:						
Element Group:	Abutments			Length:	0.7	
Element Name:	Abutment Walls			Width:	6.4	
Location:	North and South			Height:	1.2	
Material:	Cast-in-place Concrete			Count:	2	
Element Type:	Gravity Wall			Total Quantity:	15.4 m2	
Environment:	Moderate			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			95% (14.63)	5% (0.77)	\$13,860	\$5,267
Comments:	Abutment at south west corner has concrete spall off, below the bearing seat and a crack in the south abutment at centering Should be repaired in those areas.					
Performance Deficiencies:	None					
Recommended Work:	Perform concrete repairs to abutment where required.			Recommended Timing:	1-5 years	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		
Element Data:						
Element Group:	Abutments			Length:	2.6	
Element Name:	Wingwalls			Width:		
Location:				Height:	1.2	
Material:	Cast-in-place Concrete			Count:	4	
Element Type:	Mass Concrete			Total Quantity:	6.2 m2	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			100% (6.2)		\$2,170	\$868
Comments:	No concerns identified.					
Performance Deficiencies:	None					
Recommended Work:				Recommended Timing:	None	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		
Element Data:						
Element Group:	Barriers			Length:	25.1	
Element Name:	Railing Systems			Width:		
Location:				Height:		
Material:	Corrugated Steel			Count:	2	
Element Type:	Steel Flex Beam on Wood Post			Total Quantity:	50.2 m	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			95% (47.69)	5% (2.51)	\$10,040	\$3,815
Comments:	Section of guide rail on south approach is badly damaged and should be replaced.					
Performance Deficiencies:						
Recommended Work:	Replace damaged section of guiderail			Recommended Timing:	< 1 year	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E1

Element Data:						
Element Group:	Beams/MLE's			Length:		
Element Name:	Diaphragms			Width:	0.15	
Location:				Height:	0.46	
Material:				Count:	6	
Element Type:	Cross Type			Total Quantity:	6 Each	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			65% (3.9)	35% (2.1)	\$0	\$0
Comments:	Cross beams at end are providing none to limited support for floor beams. Vertical studs installed to help support floor beams. Central beams in better condition, but coating disintegrated over 20-30%, and small amount of section loss.					
Performance Deficiencies:						
Recommended Work:	Replace end beams and recoat other cross beams to help preserve their condition.				Recommended Timing:	1-5 years
Maintenance needs:						
Maintenance work:					Maintenance Priority:	
Element Data:						
Element Group:	Beams/MLE's			Length:	4.8	
Element Name:	Floor Beams			Width:	0.23	
Location:				Height:	0.11	
Material:	Steel			Count:	30	
Element Type:	I-type			Total Quantity:	131 m2	
Environment:	Moderate			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			80% (104.8)	20% (26.2)	\$55,020	\$17,606
Comments:	Struts to support floor beams in end spans. Supplemental stringers: 208x130x9, installed at all outside stringers. In the north bay 3 beams poor condition, south bay 2 in poor condition, in other bays about one in poor condition.					
Performance Deficiencies:	None					
Recommended Work:	Install two more supplemental stringers in end two bays below wheel tracks.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	
Element Data:						
Element Group:	Decks			Length:	25.1	
Element Name:	Deck Top			Width:	4.9	
Location:				Height:		
Material:	Cast-in-place Concrete			Count:	1	
Element Type:	Cast-in-place Concrete on Supports			Total Quantity:	123 m2	
Environment:	Moderate			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			50% (61.5)	50% (61.5)	\$14,760	\$2,952
Comments:	Many transverse cracks. Deck leaks water thru which propomotes corrosion of floor beams. One hole in deck covered with steel plate. Other holes starting to form elsewhere in the deck. Other holes starting					
Performance Deficiencies:	None					
Recommended Work:	Deck is beyond repair or any repairs will not last long. Replace concrete bridge deck.				Recommended Timing:	1-5 years
Maintenance needs:						
Maintenance work:					Maintenance Priority:	

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E1

Element Data:						
Element Group:	Decks			Length:	23.2	
Element Name:	Soffit - Thin Slab			Width:	5.4	
Location:				Height:		
Material:	Cast-in-place Concrete			Count:	1	
Element Type:				Total Quantity:	125.3 m ²	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			60% (75.18)	40% (50.12)	\$15,036	\$3,609
Comments:	Exposed rebar on underside of deck over 40% of area and concrete is spalling off. Installation of supplemental stringer may delay deck replacement work but suspect deck is flexing when exposed to heavier truck traffic.					
Performance Deficiencies:						
Recommended Work:	Replace concrete deck.			Recommended Timing:	1-5 years	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		
Element Data:						
Element Group:	Sidewalks/curbs			Length:	25.1	
Element Name:	Curbs			Width:		
Location:				Height:		
Material:	Cast-in-place Concrete			Count:	2	
Element Type:				Total Quantity:	50.2 m	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			95% (47.69)	5% (2.51)	\$2,008	\$763
Comments:	Section of concrete curb broken off south west corner of the deck. Allows water to land on truss bearing seat in that corner.					
Performance Deficiencies:						
Recommended Work:	Replace deck and curbs.			Recommended Timing:	1-5 years	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		
Element Data:						
Element Group:	Trusses/Arches			Length:	26	
Element Name:	Top Chords			Width:	0.31	
Location:				Height:	0.15	
Material:	Steel			Count:	2	
Element Type:	T-type			Total Quantity:	52 m	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			100% (52)		\$15,600	\$6,240
Comments:	Includes all truss members. Analysis should be completed before major repairs.					
Performance Deficiencies:	None					
Recommended Work:				Recommended Timing:	None	
Maintenance needs:						
Maintenance work:				Maintenance Priority:		



1-Facing South



2-East Elevation



3-Soffit



4-Soffit and South Abutment



5-Soffit and Stringers at North End (1)



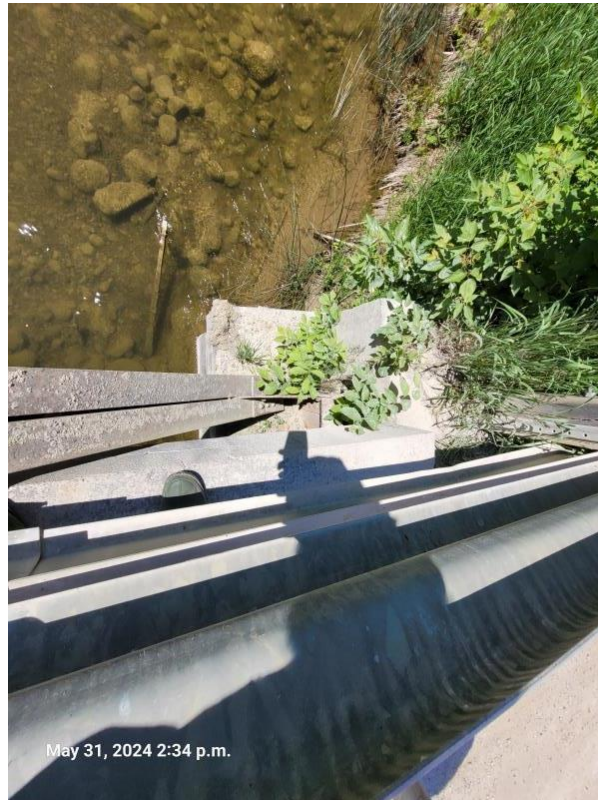
6-Soffit and Stringers at North End (2)



7-North Abutment



8-West Girder Slight Deflection



9-West Girder Bearing Point



Deck Top



Deck Top Cracks



Guiderail Posts



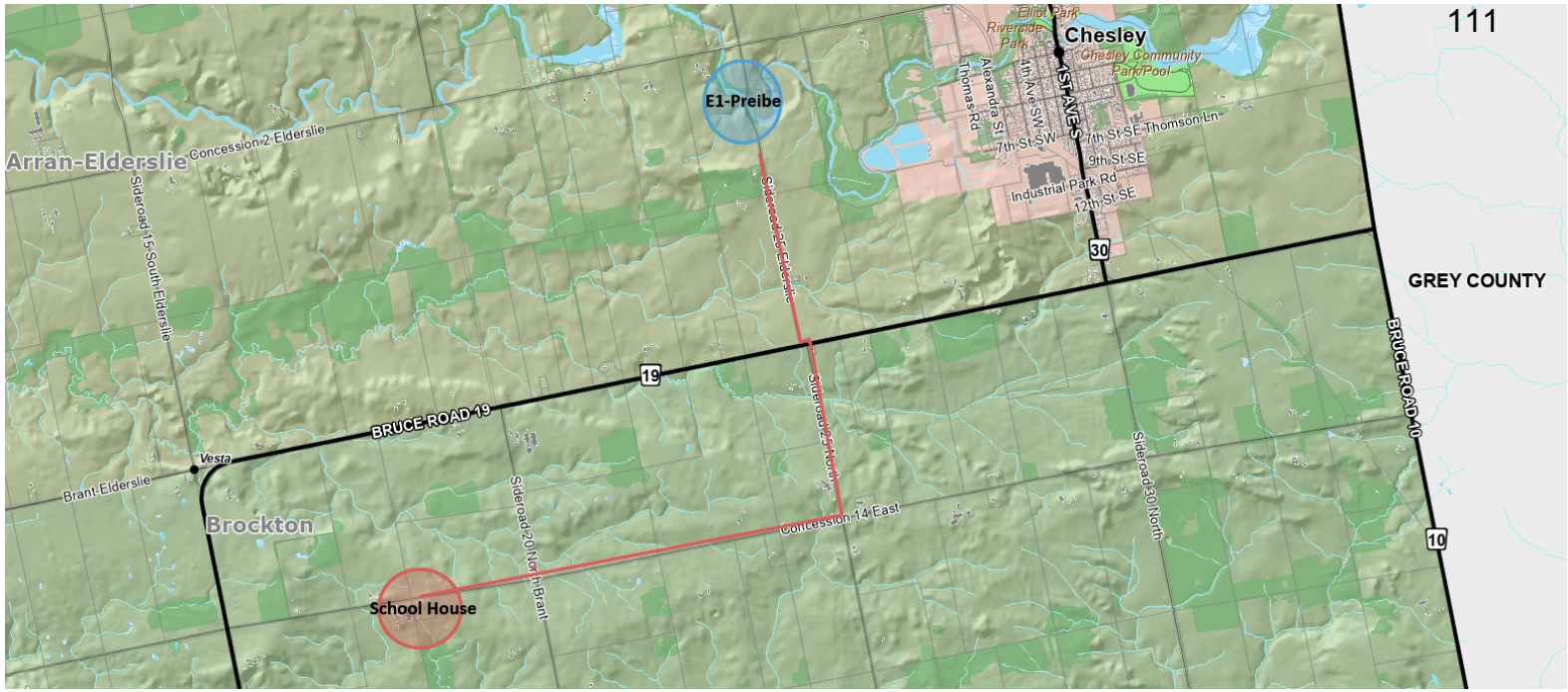
Hole In Bridge Deck and Temporarily Installed Steel Cover Plate



North Bay Stringer Corroded Top Flange



South Bay Corroded Perforated Web





The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRW.24.17 Structure E12 - Pearce Bridge

Report from: Scott McLeod, Public Works Manager

Appendices: Appendix A - BM Ross & Associates – Recommendation Letter

Appendix B – Map Location

Recommendation

Be It Resolved that Council hereby,

1. Receives Report SRW.24.17 Structure E12 – Pearce Bridge; and
2. Directs that Structure E12 remain closed until the completion of the Class Environmental Assessment Bridge Master Plan and a decision has been made regarding the overall state of the municipalities bridge infrastructure; and
3. That consideration be given during the 2025 budget process regarding a financing strategy for funding the Bridge Reserve.

Report Summary

The intent of this report is to receive Council's direction regarding Structure E12, the Pearce bridge, located on Sideroad 5, Elderslie.

Background

Structure E12, the Pearce bridge, is located on Sideroad 5, Elderslie, between Bruce Road 11 and Concession 6, Elderslie. It is estimated that the structure was constructed in 1930 and has underwent repairs in 1971, 2002 and 2008. A recommendation in 2002 from BM Ross noted that any expenditures related to the structure should be put towards replacing the structure.

BM Ross completed the bi-annual inspection of the structure on May 31, 2024 and at the time, recommended closing the bridge until it is repaired or replaced.

Analysis

The attached engineer's recommendation letter from BM Ross provides in-depth details regarding the condition of the structure which is summarized below for Council's consideration. BM Ross recommends that due to cost effectiveness over the long-term, that the structure be replaced as opposed to rehabilitated.

The existing structure is a steel truss bridge installed on tall concrete abutments to accommodate for high waters and the elevated roadway approaches. The engineer's report identified that the abutments have shifted and there is a large crack in the south abutment. There is also a large amount of efflorescence staining, a crystalline deposit of salt that can form when water is present in or on concrete. Many of the cross beams are corroding and the floor stringers have deteriorated and are no longer providing support for the bridge deck. Although the deck is in fair condition, it will need to be removed and replaced during repairs due to the water passing through the structure. The bridge trusses on either side are also buckling which reduces the overall capacity of the trusses and makes repairs more difficult to complete.

Repairs to the structure would require replacement of all cross and floor beams, concrete repairs, straightening of the trusses as much as possible, deck board replacements and some other miscellaneous deficiencies addressed. The approximate cost of the repairs would be \$400,000, however, given the shifting of the abutments in the past, the engineers are unsure of the timeline that the life of the structure would be extended if it is rehabilitated.

As noted earlier, BM Ross does not believe that rehabilitation of the structure would be cost effective over the long term and has recommended in the past that all expenditures related to the structure be put towards replacement of the structure. They have calculated the approximate cost for full replacement with a two-lane concrete structure and reconstructed approaches to better align with the roadway to be \$3,070,000.

The structure is currently closed indefinitely, and it was communicated to local residents at the time of the closure that the structure would remain closed until the completion of the Class Environmental Assessment Bridge Master Plan. Similar concerns have been raised regarding the extra distance that the Mennonite community would need to travel to reach their schools and other destinations in the community. Due to the current configuration of the plow routes, maintenance from each end would not be a large inconvenience.

Staff recommend that the completion of the Bridge Master Plan take place before a decision is made on this structure and that Council provide direction during the 2025 budget process on a financing strategy for building the Bridge Reserve.

Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.4 Leading Financial Management

Financial Impacts/Source of Funding/Link to Procurement Policy

As noted above, staff request that Council provide direction during the 2025 budget deliberations on a financing strategy for building the Bridge Reserve.

Staff will continue to research opportunities for funding from the Federal and Provincial Governments to assist with offsetting the costs for infrastructure repairs.

Approved by: Emily Dance, Chief Administrative Officer



B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

62 North Street, Goderich, ON N7A 2T4

p. (519) 524-2641 www.bmross.net

VIA EMAIL ONLY

File No. 00221

October 7, 2024

Scott McLeod, Works Manager
Municipality of Arran-Elderslie
1925 Bruce Road 10, Box 70
Chesley, ON N0G 1L0

Re: Pearce Bridge, Structure E12

We completed an inspection of the above structure on May 31, 2024 and due to the condition of various bridge components we recommended the bridge be closed until the structure is repaired or replaced. However, based on specifics pertaining to this bridge we do not think it would be cost effective over the long term to rehabilitate this structure. A summary of our observations and reasons for our recommendations follow.

The existing bridge is a steel truss bridge bearing on tall concrete abutments installed to accommodate for high water levels and the elevated roadway approaches. It is anticipated that this bridge was originally constructed in 1930. According to our records, this structure underwent repairs in 1971, 2002 and 2008. It was recommended in 2002 that future expenditures on this bridge be put towards replacing this structure. We agree with that recommendation given that the existing bridge is now over 90 years old, truss members are buckling which reduces their load carrying capacity, the poor alignment of the bridge relative to the road, the fact the structure is a single lane bridge with a load limit, the abutment shifted in the past and may do so again in the future, and the fact that when we re-analyzed the load limit of the aging truss members the load carrying capacity of the bridge may have to be reduced further. If the load limit is reduced from 8 to 5 tonnes it is not practical for passing snow removal equipment over it.

Enclosed with this letter is a copy of the OSIM report that includes photos to illustrate the deficiencies identified during our review. When reviewing the structure the following deficiencies were identified.

- Abutments have shifted in the past and there is a large crack in the south abutment. Efflorescence staining over 5% of the surface and should be removed and replaced.
- Top flange of most of the cross beams are corroding and some have lost 50% of their cross-sectional area.

- About 25 to 30% of the floor beams (stringers) are deteriorated to the point that the beams are not providing any support for the bridge deck. Many of the other beams are still providing some support but are also in poor condition.
- The wooden deck is still in fair condition, but allows water to pass through the deck and on to the floor beams that are corroding and the deck will have to be removed and replaced to complete all the repairs.
- The bridge trusses on each side of the bridge are buckling. The buckle along the bottom tension chords is very obvious, and the top of the trusses are also bent. This condition reduces the ultimate capacity of the trusses and makes it more difficult to complete repairs to the structure.

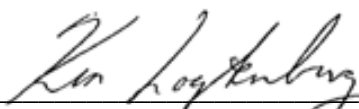
To repair this structure, we would recommend that all the cross beams and floor beams be replaced, concrete repairs be completed, the trusses be straightened out as much as reasonably possible, the deck boards be replaced, and miscellaneous other tasks be completed to address all deficiencies identified. When including a contingency, approvals and engineering in the estimate, we calculated that the total probable costs, excluding HST, will be approximately \$400,000. The last set of repairs to the bridge took place 16 years earlier; however, given that the abutment has shifted in the past, we are unsure how long this rehabilitated structure will last before it is necessary to decide whether to repair or replacement the structure again.

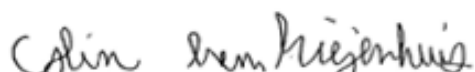
We have also calculated a probable cost to replace the bridge. When replacing the bridge, it is assumed the structure would be reconstructed as a two-lane concrete structure up to current codes requirements, with reconstructed approaches so the alignment of the bridge is improved to better line up with the road. The total probable cost to construct a replacement structure, including Engineering, approvals, etc. was calculated to be about \$3,070,000, excluding HST.

If you have any questions about this report or our recommendations, feel free to contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per 
Ken Logtenberg, P. Eng.

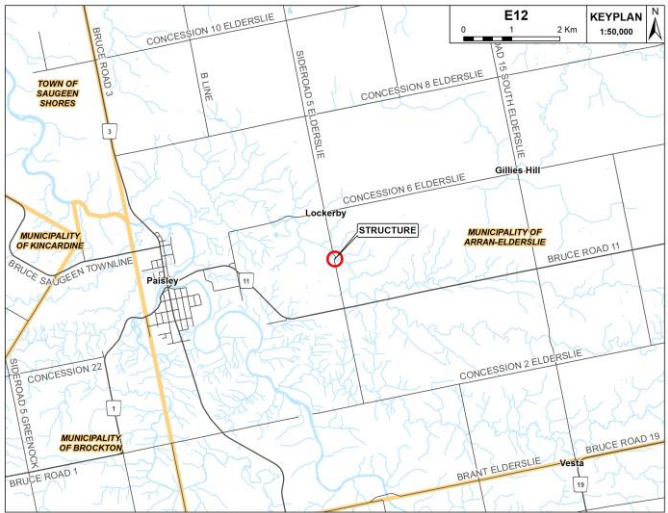
Per 
Colin Van Niejenhuis, P. Eng.

KDL:hv
Encl.

Summary Report:



2-West Elevation



Datum: NAD83 17N Northing: 4906509 Easting: 481708

Structure Name: Pearces Bridge	BMROSS File #: BR-280	MTO #:
Main Hwy / Road #: 	Bridge Condition Index (BCI): 40	CRV: \$1,619,900
Road Name: Sideroad 5	Inspection Date: 5/31/2024	
Structure Location: Concession 6	Next Inspection: 1/1/2026	
Condition Summary: Replacement recommended	Recommended Timing: Within 1 yr.	Current Load Limit: 8
Overall Comments: Half through truss in poor condition. In lieu of completing extensive repairs; recommend closure and replacement of structure.		

Repair / Rehabilitation:			
Element:	Work Required	Period	Cost
	Replace structure	Within 1 yr.	\$2,100,000
			\$0
			\$0
			\$0
			\$0
			\$0
Various	Associated Work		\$973,000
		Total	\$3,073,000

Additional Investigations:

Maintenance Needs:

Ontario Structure Inspection Manual - Inspection Report:

Site Number:

Inventory Data:

Structure Name: <input type="text" value="Pearces Bridge"/>		Crossing Type: <input type="text" value="Navigable Waterway"/>	
Main Hwy / Road #: <input type="text"/>	On <input checked="" type="checkbox"/> Under <input type="checkbox"/>		
Road Name: <input type="text" value="Sideroad 5"/>	Northing: <input type="text" value="4906509"/>		
Structure Location: <input type="text" value="Concession 6"/>	Easting: <input type="text" value="481708"/>		
Owner(s): <input type="text" value="Municipality of Arran-Elderslie"/>	Heritage Designation: <input type="text" value="Not Designated"/>		
MTO Region: <input type="text" value="Southwestern"/>	Road Class: <input type="text" value="Local"/>		
MTO District: <input type="text" value="Owen Sound"/>	Posted Speed: <input type="text"/>	No. of Lanes: <input type="text" value="2"/>	
Current County: <input type="text" value="Bruce"/>	AADT: <input type="text" value="200-499"/>	% Trucks: <input type="text"/>	
Geographic Twp.: <input type="text" value="ELDERSLIE"/>	Special Routes: <input type="text"/>		
Structure Group: <input type="text" value="Truss"/>	Surface Type: <input type="text" value="Wood"/>		
Structure Type: <input type="text" value="Half-Through Truss"/>	Detour Length Around Bridge: <input type="text"/> (km)		
Total Deck Length: <input type="text" value="29.3"/> (m)	Fill on Structure: <input type="text" value="0"/> (m)		
Overall Str. Width: <input type="text" value="5.7"/> (m)	Skew Angle: <input type="text" value="0"/> (Degrees)		
Total Struct. Area: <input type="text" value="167.01"/> (sq.m)	Direction of Structure: <input type="text" value="North/South"/>		
Roadway Width: <input type="text" value="4.8"/> (m)	Min. Vert. Clearance: <input type="text"/> (m)		
Number of Spans: <input type="text" value="1"/>	Bridge Condition Index: <input type="text" value="40"/>		
Span Length(s): <input type="text" value="27.1"/> (m) <input type="text"/> (m) <input type="text"/> (m) <input type="text"/> (m) <input type="text"/> (m)			
MTO Number: <input type="text"/>	BMROSS File Number: <input type="text" value="BR-280"/>		

Historical Data:

Year Built: <input type="text" value="1930"/>	Last Biennial Inspection: <input type="text" value="2022"/>
Current Load Limit: <input type="text" value="8"/> (tonnes)	Last Evaluation: <input type="text"/>
Load Limit By-Law #: <input type="text"/>	Last Enhanced Inspection: <input type="text"/>
By-Law Expiry Date: <input type="text"/>	Enhanced Access Equipment: <input type="text"/>

Rehabilitation / Investigation History:

Year	Work Type	Description	Cost
2008		Deck replaced and stringers replaced	0
2002		Some stringers replaced	0
1971		South abutment repaired	0

Ontario Structure Inspection Manual - Inspection Report:

Site Number:

Field Inspection Information:		
Date of Inspection: 5/31/2024	Inspection Type: OSIM Inspector	Next Detailed Inspection: 2026
Inspector: Ken Logtenberg		
Inspecting Firm: BM Ross & Associates Limited		
Others in Party: Andrew McGarvey		
Equipment Used: Hammer, Camera, Measuring Tape, Chain		
Weather: Sunny, Slight Breeze		
Temperature: 15 °C		

Additional Investigations			
Investigation Description	Note	Priority	Estimated Cost
Detailed Deck Condition or Corrosion Potential Survey		N/R	\$0
Non-destructive Delamination Survey of Asphalt-Covered Deck		N/R	\$0
Concrete Substructure Condition Survey		N/R	\$0
Detailed Coating Condition Survey		N/R	\$0
Detailed Timber Investigation		N/R	\$0
Post-Tensioned Strand Investigation		N/R	\$0
Underwater Investigation		N/R	\$0
Fatigue Investigation		N/R	\$0
Seismic Investigation		N/R	\$0
Structure Evaluation		N/R	\$0
Monitoring Deformations, Settlements, or Movements of Crack Widths		N/R	\$0
Total Cost:			\$0

Overall Structure Notes:	
Bridge Condition Summary: Replacement recommended	Recommended Timing: Within 1 yr.
Overall Comments: Half through truss in poor condition. In lieu of completing extensive repairs; recommend closure and replacement of structure.	

Replacement Value:			
Structure Type:	<input type="text" value="Bridge"/>	Structure Area:	<input type="text" value="167"/> (sq.m)
Replacement Cost:	\$ <input type="text" value="1,619,900"/>	Complexity Factor:	<input type="text" value="1"/>
		Price per sq. m.:	\$ <input type="text" value="9,700.00"/>
<i>Note: Replacement cost calculation is based on the above price per square metre, the total deck or structure area for the existing structure and the chosen complexity factor. This cost may not be a suitable value when budgeting to replace a structure.</i>			

Suspected Performance Deficiencies

- | | | |
|---|--|------------------------------|
| 01 Load carrying capacity | 06 Bearing not uniformly loaded/unstable | 12 Slippery surfaces |
| 02 Excessive deformations (deflections and rotations) | 07 Jammed expansion joint | 13 Flooding/channel blockage |
| 03 Continuing settlement | 08 Pedestrian/vehicular hazard | 14 Undermining of foundation |
| 04 Continuing movements | 09 Rough riding surface | 15 Unstable embankments |
| 05 Seized bearings | 10 Surface ponding | 16 Other |
| | 11 Deck drainage | |

Maintenance Needs

- | | | |
|--------------------------------------|---------------------------------|--|
| 01 Lift and Swing Bridge Maintenance | 07 Repair to Structural Steel | 13 Erosion Control at Bridges |
| 02 Bridge Cleaning | 08 Repair of Bridge Concrete | 14 Concrete Sealing |
| 03 Bridge Handrail Maintenance | 09 Repair of Bridge Timber | 15 Rout and Seal |
| 04 Painting Steel Bridge Structures | 10 Bailey bridges - Maintenance | 16 Bridge Deck Drainage |
| 05 Bridge Deck Joint Repair | 11 Animal/Pest Control | 17 Scaling (Loose Concrete or ACR Steel) |
| 06 Bridge Bearing Maintenance | 12 Bridge Surface Repair | 18 Other |

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E12

Repair / Rehabilitation:			
Element:	Work Required	Period	Cost
	Replace structure	Within 1 yr.	\$2,100,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Repair/Rehabilitation Sub-Total:			\$2,100,000

Associated Work Required:		
Mobilize / Demobilize		\$60,000
Approaches	Removal and re-align approaches when constructing new abutments	\$320,000
Traffic Control / Detours		\$10,000
Utilities		\$0
Right of Way		\$0
Environmental Study		\$23,000
Engineering		\$260,000
Other	Bonding and Insurance	\$50,000
Contingencies		\$250,000
Associated Work Sub-Total:		\$973,000
Total Cost:		\$3,073,000

Justification:

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E12

Element Data:						
Element Group:	Abutments			Length:		
Element Name:	Abutment Walls			Width:	8.2	
Location:				Height:	2.3	
Material:	Cast-in-place Concrete			Count:	2	
Element Type:	Gravity Wall			Total Quantity:	37.7 m2	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			90% (33.93)	10% (3.77)	\$33,930	\$12,215
Comments:	Abutments moved forward sometime in the past. South abutment has large crack and some efflorescence staining through smaller cracks. Cannot be sure abutment will not shift forward further in future.					
Performance Deficiencies:	None					
Recommended Work:	In lieu of concrete repairs recommend replace the structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	
Element Data:						
Element Group:	Abutments			Length:	4.6	
Element Name:	Wingwalls			Width:		
Location:				Height:	3.0	
Material:	Cast-in-place Concrete			Count:	4	
Element Type:	Reinforced Concrete			Total Quantity:	27.6 m2	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			100% (27.6)		\$9,660	\$3,864
Comments:	Wingwalls attached to abutment and at least one abutment shifted forward.					
Performance Deficiencies:	None					
Recommended Work:	Replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	
Element Data:						
Element Group:	Barriers			Length:	29.3	
Element Name:	Railing Systems			Width:	0.05	
Location:				Height:	1.1	
Material:	Steel			Count:	2	
Element Type:	Steel Flex Beam on Steel Post			Total Quantity:	117.2 m	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	Galvanized			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
		100% (117.2)			\$23,440	\$17,580
Comments:	Appears sound.					
Performance Deficiencies:	None					
Recommended Work:	Replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	

Ontario Structure Inspection Manual - Inspection Report:

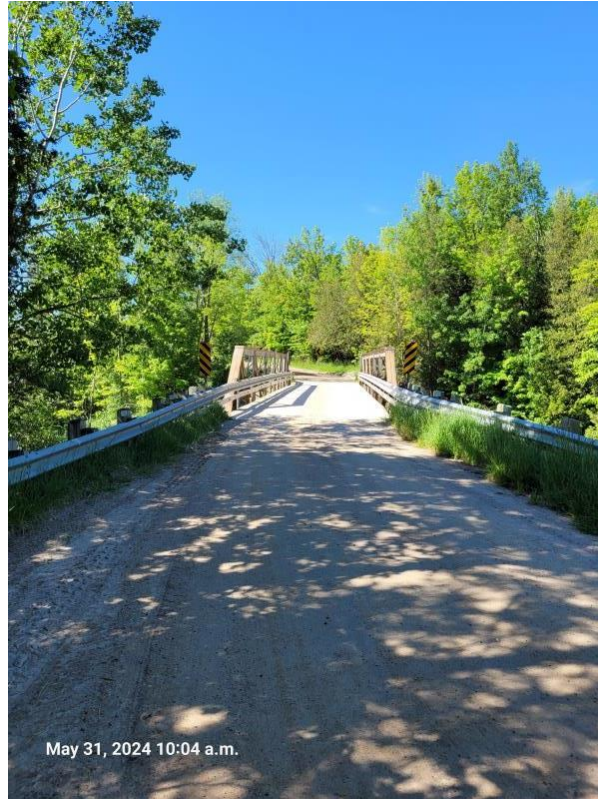
Site Number: E12

Element Data:						
Element Group:	Beams/MLE's			Length:		
Element Name:	Diaphragms			Width:		
Location:				Height:		
Material:	Steel			Count:	6	
Element Type:	Cross Type			Total Quantity:	6 Each	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			50% (3)	50% (3)	\$0	\$0
Comments:	Top flange of some cross beams appear to have lost 50% of top flange, rusted away. Southernmost and second from north appear to be in poorest condition.					
Performance Deficiencies:						
Recommended Work:	In lieu of replacing all cross beams, replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:	Maintenance Priority:					
Element Data:						
Element Group:	Beams/MLE's			Length:	4.0	
Element Name:	Floor Beams			Width:	0.09	
Location:				Height:	0.18	
Material:	Steel			Count:	49	
Element Type:	I-type			Total Quantity:	123.5 m2	
Environment:	Moderate			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			70% (86.45)	30% (37.05)	\$51,870	\$14,524
Comments:	Many floor beams are rusted through and providing no support for deck. From north to south: Bay 1 - 1 poor, 6 fair. Bay 2 - 4 poor, 3 fair. Bay 3 - 2 poor, 5 fair. Bay 4 - 2 poor, 5 fair. Bay 5 - 1 poor, 6 fair. Bay 6 - 3 poor, 4 fair. Bay 7 - fair.					
Performance Deficiencies:						
Recommended Work:	In lieu of replacing all the floor beams, replace the structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:	Maintenance Priority:					
Element Data:						
Element Group:	Bracing			Length:		
Element Name:	Bracing			Width:		
Location:				Height:		
Material:	Steel			Count:	16	
Element Type:				Total Quantity:	16 Each	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			90% (14.4)	10% (1.6)	\$8,000	\$2,880
Comments:	Diagonal cross bracing. Only found one in poor condition but are old like other members and slowly deteriorating.					
Performance Deficiencies:						
Recommended Work:	Replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:	Maintenance Priority:					

Ontario Structure Inspection Manual - Inspection Report:

Site Number: E12

Element Data:						
Element Group:	Decks			Length:	29.3	
Element Name:	Deck Top - Thin Slab			Width:	4.9	
Location:				Height:	0.14	
Material:	Wood			Count:	1	
Element Type:	Laminated Wood Decking - transverse			Total Quantity:	143.6 m2	
Environment:	Severe			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	Other			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			100% (143.6)		\$17,232	\$6,893
Comments:	Abrasion to wood wearing down the surface of deck. Wooden deck allows water through and onto the floor beams below that are corroding. Deck would have to be removed to complete other repairs.					
Performance Deficiencies:	None					
Recommended Work:	Replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	
Element Data:						
Element Group:	Trusses/Arches			Length:	27.1	
Element Name:	Bottom Chords			Width:	0.16	
Location:				Height:	0.08	
Material:	Steel			Count:	2	
Element Type:				Total Quantity:	2 Each	
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
				100% (2)	\$600	\$0
Comments:	At north end, both bottom chords buckled by abutment moving inwards. Monitor. Gravel on bottom chords and bearing seats.					
Performance Deficiencies:	None					
Recommended Work:	In lieu of repairs recommend replacing the structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:	Remove gravel from bottom chords and bearing seats			Maintenance Priority:	Within 1 Yr.	
Element Data:						
Element Group:	Trusses/Arches			Length:		
Element Name:	Top Chords			Width:		
Location:				Height:		
Material:	Steel			Count:		
Element Type:	T-type			Total Quantity:		
Environment:	Benign			Limited / Not Inspected:	<input type="checkbox"/>	
Protection System:	None			BCI - Element Condition Values:		
Condition Data:	Excellent	Good	Fair	Poor	TEV	CEV
			80% ()	20% ()		\$0
Comments:	Element includes remaining truss members (top chord, vertical and diagonal members). Curve in top chord of each truss. Coating system is not protecting steel and surface rust is present throughout trusses.					
Performance Deficiencies:						
Recommended Work:	Replace structure.				Recommended Timing:	< 1 year
Maintenance needs:						
Maintenance work:					Maintenance Priority:	



1-Facing North



2-West Elevation



3-Soffit Looking North



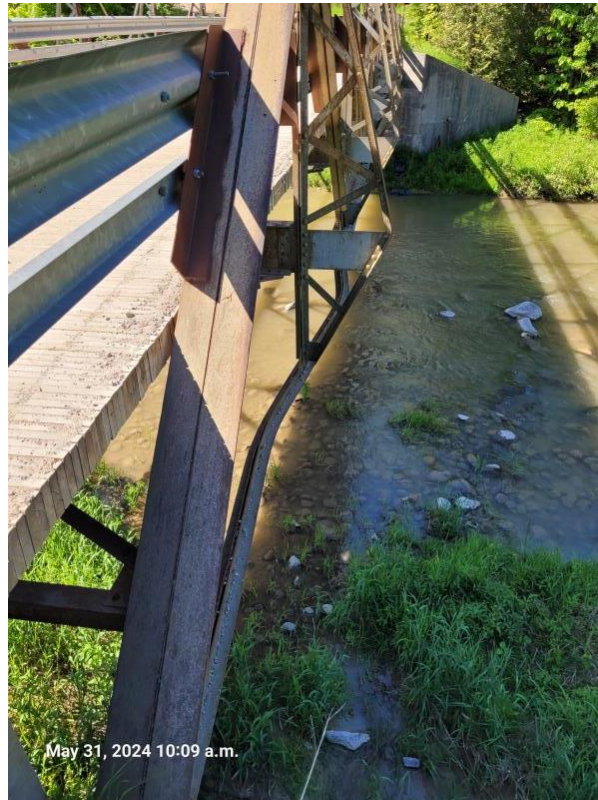
4-South Abutment and South Stringer



5-Bay 2 Stringers



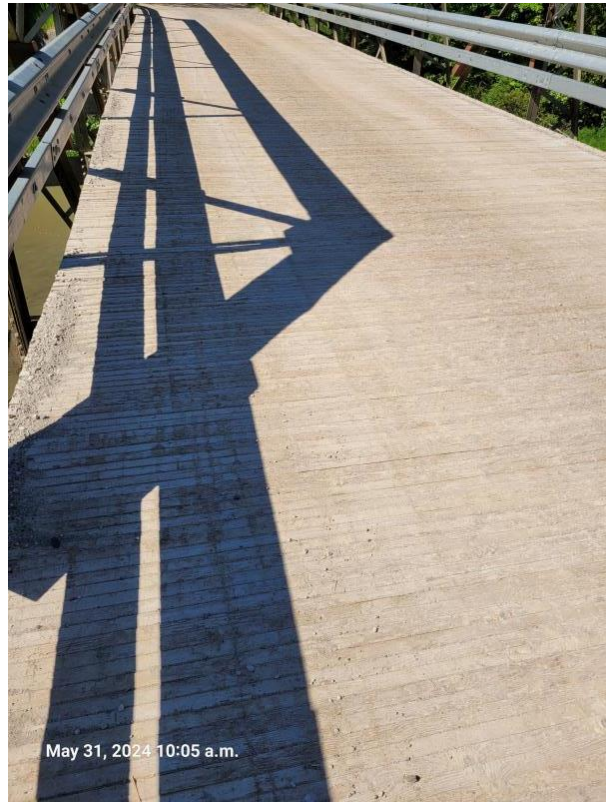
6-Bay 2 Crossbeam



7-Bent West Bottom Chord

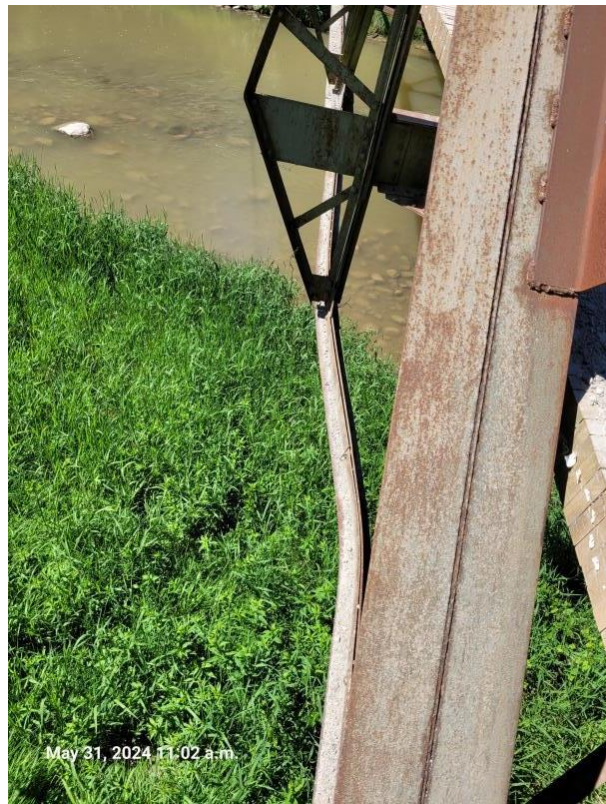


8-Crossbeam and Corroded Stringer



May 31, 2024 10:05 a.m.

9-Deck Top



May 31, 2024 11:02 a.m.

Bent East Bottom Chord



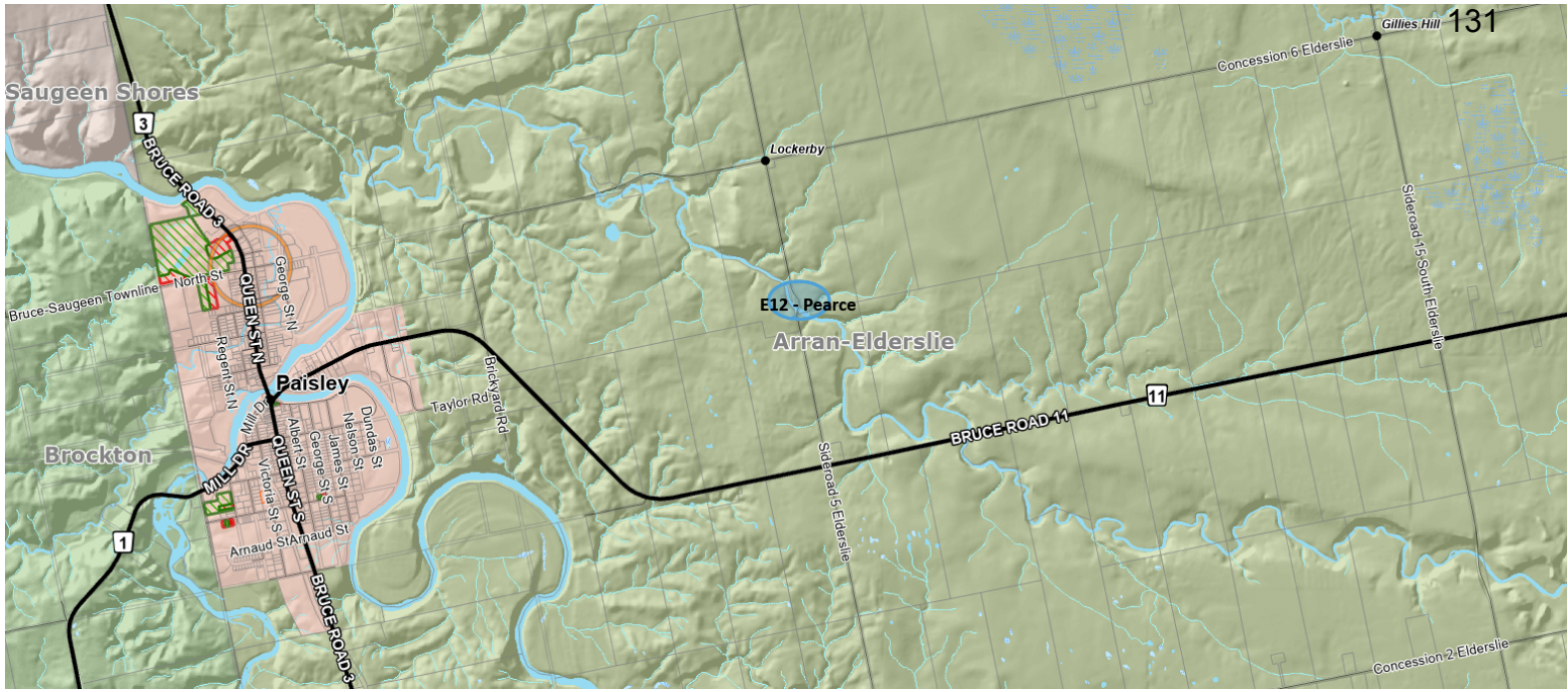
May 31, 2024 10:43 a.m.

Crossbeam



May 31, 2024 10:49 a.m.

Top Chord-East Truss





The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: Grant Application – Community Sport & Recreation Infrastructure Fund

Report from: Carly Steinhoff, Park, Facilities and Recreation Manager

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Support the grant application to the Province of Ontario's Community Sport and Recreation Infrastructure Fund, Stream 1: Repair and Rehabilitation for upgrades and improvements to the Tara Arran Community Centre.

Report Summary

To outline a Province of Ontario funding program and seek support from Council to apply to the program for repairs and enhancements at the Tara Arran Community Centre.

Background

The Province of Ontario announced a \$200 million capital funding program called Community Sport and Recreation Infrastructure Fund. There are two streams to this program: repair and rehabilitation, and new builds/signature new builds.

Applicants may apply to the repair and rehabilitation stream for project funding between \$150,000 and \$1 million to support projects that will result in the repair or rehabilitation of community sport and recreation facilities/spaces. This program is a 50/50 cost sharing program.

Only one application per eligible applicant is permitted.

Analysis

Staff have discussed potential projects that would fit the parameters of this funding opportunity. Staff are recommending that the Municipality submit an application for repair and expansion of the Tara Arran Community Centre. The application would include enhancements to the existing dressing rooms and potential of adding a small washroom to dressing rooms 2, 3 and 4. The application will also include the addition of a 15' x 20' dressing room that would be constructed on the east side of the ice resurfacing room (south end of building) and the construction of a 40' x 20' storage room on the west side of the ice resurfacing room (south end of building).

Dressing room sizes and amenities have been a challenge for many years, as has been identified by users. The Arran Tara Community Centre also has limited storage options for staff to utilize. Having a storage room connected to the Community Centre will allow more space in the Community Hall for events where not all tables and chairs are required.

Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

Financial Impacts/Source of Funding/Link to Procurement Policy

If approved, the Municipality will be required to pay 50% of all eligible expenses associated with this project. Staff are working towards obtaining estimates for the total cost of this project should it be approved. Staff will include the estimate within the 2025 Capital Budget.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: Chesley Homecoming Request for In-Kind Space

Report from: Carly Steinhoff, Park, Facilities and Recreation Manager

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Support the Chesley Homecoming Committee request to waive the facility fees associated with two (2) events taking place in 2024, at a cost of \$ 1,803.35.

Report Summary

Chesley Homecoming Committee will be hosting two (2) kick-off events in 2024: Chili Cook-Off on October 20 and New Years Eve dance, family skate and East versus West hockey game. The Homecoming Committee is requesting in-kind use of space within the Chesley Community Centre for these events.

Background

The Town of Chesley will be celebrating its 145th anniversary in 2025. A volunteer committee has been formed and the group is planning several events to celebrate the milestone. The Committee is hosting two (2) events in 2024 at the Chesley Community Centre to kick-off the celebrations.

Analysis

Staff have been working with members of the Homecoming Committee regarding 2025 requests to Council. The Committee would also like Council to waive the fees for space

at the Chesley Community Centre for their Chili Cook-Off event on October 20, 2024 and their East versus West Hockey game, family skate and New Years Eve Dance. The table below outlines the costs for the requested facilities:

<u>Event</u>	<u>Space Required</u>	<u>Cost (including tax)</u>	<u>Total Event Cost</u>
Chili Cook-Off October 20, 2024	Community Hall Kitchen	\$ 618.54 \$ 72.11	\$ 690.65
New Years Eve Dance, Hockey Game and Family Skate December 31 2024	Community Hall Kitchen Family Skate Hockey Game	\$ 618.54 \$ 72.11 \$ 253.23 \$ 168.82	\$ 1,112.70
TOTAL			\$ 1,803.35

Link to Strategic/Master Plan

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding/Link to Procurement Policy

The total cost of the 2024 events is \$ 1,803.35. Staff are recommending financing this cost through the 2024 Operating Budget (account 01-7410-4633 Council Projects/Grants). Staff will continue to work with the Chesley Homecoming Committee for requests to host the 2025 events. This information will be included within the 2025 budget.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 15, 2024

Subject: SRECDEV.24.07 Adopting a Fundraising and Donation Policy

Report from: Jennifer Isber-Legge, Economic Development Coordinator

Appendices: Draft Fundraising and Donation Policy

Recommendation

Be It Resolved

1. That Report SRECDEV.24.07 Fundraising and Donations is hereby received; and
2. That Council direct staff to bring forward a bylaw to bring force and effect to Policy ECDEV-2024-01 at a future Council meeting.

Report Summary

Donations are important to the vitality of the services, programs and infrastructure provided by the Municipality to preserve, enhance and strengthen the quality of life in the community.

This policy establishes the terms for accepting individuals' donations to the Municipality for specific projects and through community fundraising campaigns.

Background

Community groups in Arran-Elderslie have always generously supported municipal parks, infrastructure, and programs. A community group may choose to operate a fundraiser to support or start a project that they feel will improve the community and will ask the Municipality to provide charitable tax receipts for donations made by individuals and recognize support from business.

The decision for the Municipality, acting as a qualified donee, to provide a charitable tax receipt is governed by CRA guidelines and the Income Tax Act.

This policy provides clarity for both the donors and the Municipality on receiving donations, receipting eligible donations, and maintaining records.

Analysis

Increasingly, organizations are approaching the Municipality with plans and suggestions for new and improved infrastructure, parks, and programs, and offering to either make a one-time donation from the organization or fundraise over a period of time for these projects.

The request for the Municipality to provide charitable tax receipts for individual donations is a common part of the conversation.

This policy incorporates CRA guidelines and the Income Tax Act as they govern charitable tax receipting, together with direction outlining the relationship between donors and the Municipality.

Clarity before any fundraising campaigns or donations are committed to is of utmost importance to maintain relationships with our partner community organizations and individuals.

Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

Financial Impacts/Source of Funding/Link to Procurement Policy

There are no immediate financial impacts of this policy.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Policy Name:	Fundraising and Donation Policy	Policy No: ECDEV-2024-01
Department:	Economic Development	
Effective Date:		
Date Revised:		
Authority:	By-Law No. XX-2024	Repealed Authority:

1.0 PURPOSE

To establish a policy for accepting community and commemorative donations to the Municipality of Arran-Elderslie.

2.0 POLICY STATEMENT

Donations are important to the vitality of the services, programs and infrastructure provided by the Municipality to preserve, enhance and strengthen the quality of life in the community.

3.0 SCOPE

This policy applies to all community donations and/or commemorative donations made to the Municipality of Arran-Elderslie including all donations made for specific projects.

For the purposes of applying and administering this policy, donations for community benefit are those intended to provide a public good. Donations to the Municipality are not to serve as an alternative to paying for fees, permits, programs, and/or services.

For a donation to be valid under this policy there must be an intention by the donor to give to the Municipality, a delivery of the donation by the donor to the Municipality, and an acceptance of the donation by the Municipality. The process is not complete until the donation is accepted by the Municipality.



The Corporation of the Municipality of Arran-Elderslie

All donations to the Municipality must comply with federal and provincial statutes, municipal by-laws, CRA regulations relating to donations.

4.0 DEFINITIONS

“Charitable donation” means voluntary transfers of tangible property, including cash.

“Conditional cash donation” means a donation of any legal tender, with a condition or requirement of the Municipality such as waiving of fees or an obligatory purchase by the Municipality.

“Communications Coordinator” means the Economic Development and Communications Coordinator for the Corporation of the Municipality of Arran-Elderslie.

“Council” is the Council of the Corporation of the Municipality of Arran-Elderslie.

“CRA” means the Canada Revenue Agency.

“Donation” a donation is a gift that is made freely and without advantage. A donation cannot be directed, but donor may ask that their gift be used in a particular program of the Municipality as long as there is no benefit to the donor.

“Eligible donations” means donations that can be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

“Fair market value (or valuation)” means the highest dollar value that a property would bring in an open and unrestricted market between the willing buyer and the willing seller who are acting independently of each other. The fair market value of a property does not include taxes paid; taxes are costs incurred by the purchaser.

“Fundraising campaigns” means donations may be receipted by the Municipality on behalf of an organization who is fundraising for a project if: the community project the organization is undertaking is in the interest of the Municipality; the project operates under the Municipality’s authority which requires Council approval; and the Municipality exercises ongoing direction and control over the use of the receipted funds.

“In-kind donation” means tangible items, other than cash, that are eligible donations.



The Corporation of the Municipality of Arran-Elderslie

“Legacy donations” means a gift to a charity or non-profit organization in your will. This type of donation will fall under conditional or unconditional component of this policy.

“Municipality” means the Corporation of the Municipality of Arran-Elderslie.

“non-qualifying donations” means donations that cannot be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

“Official income tax receipt” means a receipt issued to an individual by the Municipality of Arran-Elderslie acting as a qualified donee. Individuals may use these official income tax receipts for personal tax rebates in accordance with CRA regulations.

“Qualified donee” holds the same meaning as the Income Tax Act, meaning an organization that can issue official donation receipts for gifts they receive from individuals and corporations.

“Treasurer” means the treasurer of the Corporation of the Municipality of Arran-Elderslie or their designate.

“Unconditional cash donation” means a donation of any legal tender with no conditions or requirements attached by the donor upon acceptance by the Municipality. Unconditional cash donations include donations to a municipal project approved by Council.

5.0 POLICY CONTENT

5.1 Donation Types

The types of donations are as follows:

- Unconditional cash donation
- Conditional cash donation
- In-kind donation
- Fundraising campaign



The Corporation of the Municipality of Arran-Elderslie

5.2 Donation Approval Authority

Donations cannot be accepted, installed or utilized in any way without the following authorization:

- All unconditional cash donations, conditional cash donations or in-kind donations under \$5,000 may be approved through the signature of the Treasurer or designate on the donation receipt.
- Council must approve organization requests for conditional cash and in-kind donations valued at over \$5,000 and all fundraising campaigns.

For donations requiring Council approval, a report shall be prepared by the treasurer and submitted to Council which outlines the nature of the potential donation and will provide a brief summary of how the proposed donation meets or will address the key issues which are provided.

The Municipality shall not accept a donation where any advantage will accrue to the donor or to any person not dealing at arm's length to the donor as a result of the donation. The Municipality may decline donations from any donor who in the opinion of staff, represents a reputational risk to the Municipality through involvement in activities that are contrary to the values of the Municipality.

Examples include but are not limited to:

- Proven or suspected criminal organizations; and
- Organizations that promote hatred against individuals or groups

5.3 Issuance of Official Donation Receipt

Receipts may be issued for all donations having a value of \$25.00 or more, if requested by the donor.

To be eligible for an official charitable donation receipt, the donation has to:

- Be approved in accordance with Section 5.2 of this policy
- Be made payable to the Municipality of Arran-Elderslie
- Be in cash or in-kind
- Be voluntary
- Be supportive of the Municipality's priorities or beneficial to the community of the Municipality
- Be unconditional



The Corporation of the Municipality of Arran-Elderslie

- Qualify under all current CRA guidelines and Income Tax Act

5.4 Issuance of an Official Donation Receipt – Fundraising Campaigns

The CRA indicates that donations from individuals can be received by the Municipality on behalf of an organization if:

- the benefits to the donor have not exceeded 10% of the value of the donation to a maximum of \$1,000;
- the fundraising campaign the organization is undertaking is in the interest of the Municipality;
- the project operates under the Municipality's authority which requires Council approval; and
- the Municipality exercises ongoing direction and control over the use of the received funds

However, if the Municipality accepts donations and provides money to a non-qualified donee without maintaining direction and control, the Municipality is acting as a conduit and a receipt cannot be issued. Under these circumstances, if a receipt was issued, the Municipality could jeopardize their qualified donee status.

The requirement for the Municipality to exercise ongoing direction and control as to how the donated funds are to be spent may require a level of direct involvement that the prospective donee may not be comfortable with.

However, to ensure the Municipality is issuing income tax receipts within the rules of the Income Tax Act, there must be evidence of authority and direction and control. This may include the expenditures and revenues going through the Municipality's books or the Municipality monitoring and supervising the activity through progress reports, collection of receipts for expenses, financial statements, municipal staff attendance at meetings, etc.

Fundraising Campaigns that result in the Municipality acquiring an asset require the following information to be provided to the Municipality by the Community Group:

- Copy of all invoices for the asset(s)
- Copy of plans or engineered drawings including location co-ordinates for the asset(s)
- Estimated lifecycle of the asset(s)

Donations that have received an official income tax receipt will not be refunded. If the intended project does not move forward, the Municipality will direct the funds to



The Corporation of the Municipality of Arran-Elderslie

another project.

5.5 Issuance of an Official Donation Receipt – In-Kind

Donations in-kind may be accepted only after the following has been assessed:

- Compliance with municipal by-laws and/or policies
- Compliance with the laws, conventions and treaties of the other levels of government
- Consistency with the Municipality's priorities, and strategic and business plans
- Associated risks (e.g. financial risks, political risk, health and safety issues)
- Condition of donation
- Value of the donation
- Usefulness of the donation to the Municipality
- Cost/benefit analysis, if determined by the treasurer or designate to be necessary, would consider installation, storage, maintenance, renewal, replacement and other relevant costs

Written valuation of donations in-kind shall be submitted with the requests for official receipt and is to meet the following requirement:

\$1,000 or less

- Appraisal by knowledgeable internal staff and confirmed by the Treasurer or designate; plus
- Valuation from online auction and shopping website

Over \$1,000

- External appraisal by an independent and arm's length competent individual is required

Responsibility and the costs associated with obtaining a qualified appraisal shall be determined by the treasurer in conjunction with the manager of the department receiving the donation

5.6 Non-Qualifying Donations

Non-qualifying donations that cannot be acknowledged with official donation receipt for income tax purposes, in accordance with CRA guidelines:

- Intangibles such as services, time, skills, effort
- Donations that are given to the Municipality intended as a flow through



The Corporation of the Municipality of Arran-Elderslie

to a specified recipient who does not have charitable organization status, or that the Municipality has not exercised direction and control as to how the donated funds are to be spent

- Donations of business marketing products such as supplies and merchandise
- Sponsorship in the form of cash, goods or services toward an event, project, program or corporate asset, in return for commercial benefit (i.e. logo placement or presenting sponsorship). The intent of a sponsorship is to enhance the image and marketing opportunities of the sponsor in the target market and/or the community. Sponsorships are reciprocal arrangements benefiting both parties. Usually the cost to the sponsor is categorized as a business expense
- Conditional donations
- Municipalities are required to abide by the rules prescribed by the Income Tax Act in relation to the issuance of official donation receipts. If the Municipality fails to issue a donation receipt in accordance with Income Tax Act, CRA can revoke the status of the qualified donee and suspend the receipting privileges
- Municipalities are required to issue receipts only for transactions that qualify as charitable donations, properly establish the fair market value of donations in-kind and ensure that receipts contain accurate and complete information

If the donation is in-kind:

- The day on which the donation was received
- A brief description of the donation
- The name and address of the appraiser, if an appraisal was completed

5.8 Maintaining Records

Municipalities are required to maintain proper books and records supporting any official donation receipt issued and provide access to those books and records to CRA upon request. If the Municipality fails to do so, the CRA can revoke the status of the qualified donee and suspend the receipting privileges.

Currently, according to section 230(2) of the Income Tax Act, registered charities are required to “keep records and books of account at an address in Canada recorded with the Minister of designated Minister containing:

- Information in such form as will enable the Minister to determine whether there are any grounds for the revocation of its registration under this Act
- A duplicate of each receipt containing prescribed information for a



The Corporation of the Municipality of Arran-Elderslie

- donation received by it
- Other information in such form as will enable the Minister to verify the donations to it for which a deduction or tax credit is available under this Act

Copies of receipts must be kept for two calendar years after the end of the calendar year to which the receipt applies.

CRA Policy Commentary regarding Gifts of Services – CPC-017:

- The Income Tax Act currently permits a qualified donee to issue official donation receipts for income tax purposes for donations that legally qualify as gifts
- Contributions of services, that is, of time, skills or efforts, are not property, and therefore they do not qualify as gifts for purposes of issuing official donation receipts. Accordingly, a charity cannot issue an official donation receipt for services rendered free of charge. However, it may be possible to issue a receipt when a right to reimbursement for any actual expense incurred on behalf of a registered charity is established

5.9 Sponsorship and Recognition

Fundraising campaigns that are undertaken by community groups who wish to offer recognition to donors attached to cash or in-kind gift levels must obtain approval from the Communications Coordinator of the recognition terms prior to the beginning of the fundraising campaign.

All marketing materials, including but not limited to, print materials, social media posts, media releases and signage that contains any reference to the Municipality must be approved in advance by the Communications Coordinator. The Municipality maintains the right to direct that any marketing that has not received approval be removed from the public view. The Municipality will not be liable for any expenses incurred as a result of the failure to receive approval in advance.

The Municipality shall be recognized at an appropriate sponsorship level for any in-kind or grant support the project has received.

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 48-2024

**BEING A BY-LAW TO REQUIRE THE CONVEYANCE OF LAND OR CASH IN LIEU
OF PARKLAND FOR PARKS OR OTHER PUBLIC RECREATIONAL PURPOSES**

WHEREAS the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

AND WHEREAS Sections 42(1), 51.1, and 53 of the *Planning Act, R.S.O. 1990, c P.13*, as amended provide that the Council of a local municipality may, by By-Law, require that the land be conveyed to the municipality for park or other public recreational purposes as a condition of development or redevelopment of lands, or as a condition of the subdivision of lands;

AND WHEREAS the Council for The Corporation of the Municipality of Arran-Elderslie deems it necessary and expedient to enact a By-Law to provide for the provision of lands for park or other public recreational purposes and the use of alternative requirements therefore;

AND WHEREAS the Municipality of Arran-Elderslie has an Official Plan in effect for the Urban Areas of Chesley, Paisley& Tara/Invermay that contains specific policies dealing with the provision of lands for park or other public recreational purposes and the use of the alternative requirement authorized under Section 42(3) of the *Planning Act, R.S.O. 1990, c P.13* for all lands in the Urban Areas of Chesley, Paisley& Tara/Invermay;

AND WHEREAS the County of Bruce has an Official Plan in effect for all areas of the Municipality of Arran-Elderslie that contains specific policies dealing with the provision of lands for park or other public recreational purposes and the use of the alternative requirement authorized under Section 42(3) of the *Planning Act, R.S.O. 1990, c P.13*;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie **Enacts as Follows:**

1.0 Definitions:

1.1 The following definitions apply in this By-law:

“Municipality” means the Corporation of the Municipality of Arran-Elderslie.

“Environmental and Hazard Lands” includes any lands not to be developed for commercial, industrial, or residential purposes due to the presence of natural heritage features and functions or natural/human-made hazards as will be established in accordance with the Provincial Policy Statement, Urban Areas of Chesley, Paisley& Tara/Invermay Official Plan, and Municipality of Arran-Elderslie Comprehensive Zoning By-law, all as in effect at the time of establishment of the conveyance requirement.

“Act” means the *Planning Act, R.S.O. 1990, c. P. 13* as amended from time to time.

2.0 Geographic Location

- 2.1 This By-Law shall apply to all lands within the Municipality of Arran-Elderslie.

3.0 Development or Redevelopment

- 3.1 As a condition of development or redevelopment pursuant to Section 42 of the *Planning Act*, the owner is required to convey to the Municipality, land for park or other public recreational purposes as follows:
- a) In the case of lands proposed for commercial or industrial purposes, the dedication of land in the amount of two percent (2%) of the area to be developed or redeveloped; and
 - b) In the case of lands proposed for residential purposes, the dedication of land calculated as five per cent (5%) of the area to be developed.
- 3.2 For lands proposed for development or redevelopment for mixed use development, the parkland calculation shall be based on a pro rata proportion of the residential and non-residential components.
- 3.3 The Municipality may, at its sole discretion, in lieu of accepting a conveyance, require the payment of money in lieu (cash in lieu) to the value of land otherwise required to be conveyed.
- 3.4 Where cash in lieu is required, the value of the land shall be determined as of the day before the day the first building permit is issued for the development or redevelopment.
- 3.5 Cash in lieu may, at the sole discretion of the Municipality, satisfy part or all of the dedication requirement.
- 3.6 If land has been conveyed or is required to be conveyed to a Municipality for park or other public purposes or a payment of cash in lieu of such conveyance has been received by the Municipality or is owing to it under Section 51.1 or 53 of the *Planning Act*, no additional conveyance or payment will be required by the Municipality in respect of subsequent development or redevelopment unless:
- a) there is a change in the proposed development or redevelopment which would increase the density of development; or
 - b) land originally proposed for development or redevelopment for commercial or industrial purposes is now proposed for development or redevelopment for other purposes.

4.0 Subdivision of Lands

- 4.1 As a condition of subdivision or condominium plan approval pursuant to Section 51.1, or the giving of a provisional consent pursuant to Section 53 of the *Planning Act*, the owner is required to convey the following:

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- a) In the case of lands proposed for commercial or industrial purposes, land calculated on the basis of two percent (2%) of the land to be subdivided; and
 - b) In case of lands proposed for use for residential or purposes other than specified in Section 3 a) of this By-Law, five per cent (5%) of the land to be subdivided.
- 4.2 The Municipality may, in lieu of accepting conveyance, require the payment of cash in lieu to the value of land otherwise required to be conveyed.
- 4.3 For a plan of subdivision or condominium, the value of the land shall be determined as of the day before the day of the approval of the draft plan.
- 4.4 For a consent, the value of the land shall be determined as of the day before the day the provisional consent was given.
- 4.5 Cash In lieu may, at the sole discretion of the Municipality, satisfy part, or all, of the dedication requirement.
- 4.6 The Municipality may establish a standard fee for parkland dedication through the current Fees and Service Charges By-law, however at the discretion of the Municipality the applicant may be required to have the lands appraised under Section 17, and the applicant may be required to pay the higher of 5% of the appraised value and the applicable fee.

5.0 Location of Parkland

- 5.1 The location and configuration of land required to be conveyed shall be at the sole discretion of the Municipality and free of all encumbrances.
- 5.2 Any conveyances or dedication of Environmental Lands as defined herein or storm water management facilities shall not be considered as in any way contributing to or satisfying the requirement for conveyance of lands for park or other recreational purposes pursuant to the requirements of Section 3 and 4 of this By-law. Environmental Lands shall also not be excluded from the total land area to be developed, redeveloped or subdivided in the calculation of the parkland requirement.

6.0 Cash in Lieu of Parkland Determination

- 6.1 Where deemed necessary by the Municipality to determine the value of the land with respect to a payment of cash in lieu of lands, the Municipality will require an appraisal of the land to determine the land value. The appraisal shall be carried out in accordance with generally accepted appraisal principles and undertaken by a qualified appraiser at the cost of the applicant.

7.0 Exemptions

- 7.1 This by-law shall not apply to:
- a) any building replaced and used for the same purpose within two years of its accidental destruction or damage leading to its demolition.

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- b) any addition or alteration to an existing residential building that does not result in an increase in dwelling units,
- c) a place of worship,
- d) a cemetery,
- e) any development undertaken by a non-profit organization providing a community service or subsidized residential development,
- f) a college or university or school board use,
- g) any municipal or other government use,
- h) a secondary dwelling unit as defined in the Zoning By-law,
- i) a home-based business or home industry as defined in the Zoning By-law
- j) an addition or alteration to an existing commercial or industrial building that does not require site plan control approval as per the *Planning Act* or the Municipality's Site Plan Control By-law,
- k) a use for which a temporary permit has been issued, unless such use is made permanent,
- l) any development or redevelopment of a use undertaken in partnership with the Municipality of as a public/private partnership.
- m) a consent to separate a surplus dwelling from agricultural lands
- n) a technical consent or lot addition unless the effect of the consent would be to permit an additional buildable lot.

8.0 That this By-Law shall come into effect upon final passage.

9.0 This By-Law may be cited as the "Parkland Dedication By-Law".

READ a FIRST and SECOND time this 15th day of October, 2024.

READ a THIRD time and finally passed 15th day of October, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

**BY-LAW NO. 49-2024
BEING A BY-LAW TO AUTHORIZE THE SIGNING OF A DEVELOPMENT
AGREEMENT BETWEEN THE MUNICIPALITY OF ARRAN-ELDERSLIE
AND 2504970 ONTARIO LIMITED**

Whereas the *Municipal Act, 2001*, s. 9 sets out that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act or any other Act.

And Whereas the *Municipal Act, 2001* authorizes a municipality to pass by-laws with respect to the matters identified in s. 11(2), subject to the rules set out in s. 11(4).

And Whereas 2504970 Ontario Limited is the Developer ("hereinafter referred to as the "Developer") and the owner of the Land described in Schedule "A" to the Development Agreement and proposes to develop it;

And Whereas the Developer declares that it is the registered owner of the lands located at 3437 Bruce Road 3 (Queen Street North) Paisley, is undertaking certain improvements to its buildings located upon the Lands, including the installation of an engineered fire suppression system;

And Whereas the Fire System cannot operate effectively using the existing 4" watermain that currently services the Lands along Bruce Road 3 (the "Existing Watermain"), and requires an 8" watermain in order to have sufficient flow and operability of the Fire System;

And Whereas the Municipality is the owner and operator of the Existing Watermain, which is located within, or about, that highway known as Bruce Road 3 (Queen Street North), which is under the jurisdiction of The Corporation of the County of Bruce;

And Whereas the Owner has requested to have a portion of the Existing Watermain upgraded to an 8" watermain (the "New Watermain"), on the terms and conditions contained herein, which New Watermain shall be approximately eighty-six metres in length (86m), and shall be at the sole expense of the Owner, using the Contractor (as hereinafter defined);

And Whereas the Municipality has agreed to permit the Owner to undertake the works in relation to the New Watermain, on the condition that the Owner, via the Contractor, also complete those additional works as required by the Municipality, as set forth herein, and including without limitation, the replacement of three (3) service line connections and one (1) fire hydrant (the "Municipal Upgrades"), for which the Municipality shall reimburse the Owner the costs as further described herein;

And Whereas the County of Bruce has agreed to permit the Owner to undertake the works in relation to the use of the highway known as Bruce Road 3;

And Whereas the Council of the Municipality of Arran-Elderslie deems it necessary to enter into a Development Agreement with the Developer;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie Enacts as Follows:

1. That the Mayor and Clerk are hereby authorized to sign the Development Agreement.
2. That a copy of the said Development Agreement is attached hereto and designated as Schedule A to this By-Law.
3. That this By-Law shall come into effect upon final passage.

READ a FIRST and SECOND time this 15th day of October, 2024.

READ a THIRD time and finally passed 15th day of October, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

DEVELOPMENT AGREEMENT

This Agreement made this ____ day of _____, 2024.

B E T W E E N:

2504970 ONTARIO LIMITED

hereinafter called the "**Owner**"
of the FIRST PART

AND:

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

hereinafter called the "**Municipality**"
of the SECOND PART

WHEREAS the Owner is the registered owner of those lands municipally known as 3437 Bruce Road 3 (Queen Street North), Paisley, described in more detail in **Schedule "A"** (the "**Lands**");

AND WHEREAS the Owner is undertaking certain improvements to its buildings located upon the Lands, including the installation of an engineered fire suppression system (the "**Fire System**");

AND WHEREAS the Fire System cannot operate effectively using the existing 4" watermain that currently services the Lands along Bruce Road 3 (the "**Existing Watermain**"), and requires an 8" watermain in order to have sufficient flow and operability of the Fire System;

AND WHEREAS the Municipality is the owner and operator of the Existing Watermain, which is located within, or about, that highway known as Bruce Road 3 (Queen Street North), which is under the jurisdiction of The Corporation of the County of Bruce;

AND WHEREAS the Owner has requested to have a portion of the Existing Watermain upgraded to an 8" watermain (the "**New Watermain**"), on the terms and conditions contained herein, which New Watermain shall be approximately eighty-six metres in length (86m), and shall be at the sole expense of the Owner, using the Contractor (as hereinafter defined);

AND WHEREAS the Municipality has agreed to permit the Owner to undertake the works in relation to the New Watermain, on the condition that the Owner, via the Contractor, also complete those additional works as required by the Municipality, as set forth herein, and including without limitation, the replacement of three (3) service line connections and one (1) fire hydrant (the "**Municipal Upgrades**"), for which the Municipality shall reimburse the Owner the costs as further described herein;

AND WHEREAS the County of Bruce has agreed to permit the Owner to undertake the works in relation to the use of the highway known as Bruce Road 3;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto and other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, the parties hereto covenant, promise and agree with each other as follows:

1. The Owner and the Municipality mutually agree that the lands to be subject to this Agreement are the lands described in **Schedule "A"** hereto, and the Owner consents to the registration of this Agreement upon title of the Lands, if deemed necessary by the Municipality.
2. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement, an engineer registered with the Association of Professional Engineers of Ontario (the "**Engineer**"), in order to provide engineering services with respect to the municipal services set forth in Section 3 below. The Engineer retained by the Owner shall be subject to the prior approval of the Municipality; at the time of entering into this Agreement, the Engineer has been approved as G.M. BluePlan Engineering., and any replacement or other change thereto shall require the prior written approval of the Municipality.
3. The Owner shall retain the Engineer to provide engineering services with respect to the design and installation of the municipal services set forth below, which shall be in accordance with the current standards and specifications of the Municipality. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the Engineer, shall be subject to the written approval of the Municipality's Manager of Public Works.
4. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement with an experienced competent contractor approved by the Municipality, at the time of entering into this Agreement, the Contractor has been approved as R.F. King Contracting Ltd. without limiting the generality of the foregoing, the Contractor shall be retained by the Owner to perform the following works, in accordance with the approved engineering drawings attached hereto as **Schedule "B"** (the "**Public Works**"):
 - a. To replace the Existing Watermain with the New Watermain, at such location(s) as more particularly described in the approved engineering drawings, and being approximately eighty-six metres (86m) in length, commencing from Ross Street and extending south along Bruce Road 3, and then directly west across Bruce Road 3 to the Lands (the "**Watermain Upgrade**"); and
 - b. To perform the Municipal Works as reasonably required by the Municipality, which shall include the replacement of the three (3) service line connections and one (1) fire hydrant as specified by the Municipality.
5. The Owner and Municipality further agree as follows:
 - a. The parties shall, acting reasonably, mutually agree upon a schedule of works for the completion of the Public Works as soon as practicable following the execution of this Agreement;
 - b. The parties shall be responsible for the costs of the Public Works in accordance with the following:
 - i. The Owner shall be responsible for all costs incurred in relation to the Public Works, provided that the Owner is entitled to a reimbursement of the Municipal

Upgrades, described in the following subparagraph. For certainty, the Owner is solely responsible for the costs of the Watermain Upgrade; and

- ii. The Municipality agrees to reimburse the Owner, within thirty (30) days of Assumption (as hereinafter defined), the costs of the Municipal Upgrades, less any fees or interest charged or owing as a result of late payments or otherwise.
 - c. The Owner shall undertake and complete the Public Works in a good and workmanlike manner to the satisfaction of the Manager of Public Works for the Municipality;
 - d. The Owner shall certify that the Public Works, and all noted deficiencies, have been completed, addressed, and performed in conformity with the approved drawings in Schedule "B" prior to the acceptance of the of the Public Works by the Municipality;
 - e. The Municipality, its employees, agents, contractors or any other authorized persons are entitled to inspect the installation of the Public Works, without relieving the Owner from its responsibility to supervise, inspect and be responsible for the said construction and installation; and
 - f. If the work is being performed in a manner that may result in a completed installation that would not satisfactorily meet the Municipality's specifications, in the opinion of the Manager of Public Works, the Municipality is entitled to stop any work and issue instructions to the Owner to take such steps as may be deemed necessary to ensure compliance with the provisions of this Agreement.
6. The Municipality covenants and agrees to accept the Public Works (the "**Acceptance**") if:
- a. The Manager of Public Works receives a certificate from the Owner's Consulting Engineer certifying that all Public Works have been constructed and installed in accordance with the design drawings and the Municipality's specifications; and
 - b. The Manager of Public Works or their designate conducts an inspection and satisfactorily confirms the certification, provided however that Acceptance shall be performed between April-October to allow for seasonal conditions conducive for inspection by the Municipality and to prevent any delays for Acceptance.
7. The Municipality covenants and agrees to assume the Public Works (the "**Assumption**") if
- a. A certificate of completion from the Owner's Consulting Engineer has been delivered to the Manager of Public Works, confirming that all Public Works have been completed according to the approved design plan and any subsequent approved change orders;
 - b. A statutory declaration from the Owner has been delivered to the Manager of Public Works, confirming that all contractors and subcontractors associated with the construction of the Public Works have been paid and that there is no liability owing to anyone under any circumstances related to the Public Works, that no liens have been registered, and that all applicable *Construction Act* lien periods have expired;

- c. All “as-constructed” drawings of the Public Works have been delivered to the Manager of Public Works; and
 - d. Confirmation that all supplier/maker warranties have been transferred to the name of the Municipality.
8. The Owner covenants and agrees that all Public Works shall vest in the Municipality upon Assumption and the Owner shall have no claims or rights thereto.
9. The Owner covenants and agrees to indemnify, save completely harmless, and defend the County of Bruce, the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, losses, expenses, fines, costs (including legal costs), claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, or construction of any of the Public Works required under this Agreement, or by reason of any defect in workmanship or material in relation to the Public Works.
10. The Owner covenants and agrees that:
- a. At the time of signing the agreement, the Owner shall pay to the Municipality any fees associated with the Development Agreement as per the Municipality’s Rates and Charges By-Law. At the time of entering into the agreement the fee is \$500.
 - b. Before commencing any of the Public Works, the Owner shall supply the Municipality with all applicable certificates of insurance;
 - c. The certificates of insurance shall be maintained and carried at its own expense in full force and effect with financially sound and reputable insurers;
 - d. The applicable policies of insurance shall include:
 - i. A commercial general liability policy of insurance with limits of no less than five million (\$5,000,000.00) per occurrence in respect of bodily injury and property damage; and
 - ii. An automobile liability policy of insurance with limits of no less than two million (\$2,000,000.00) per occurrence in respect of any of the Owner’s owned or licensed vehicles(s);
 - e. The policy shall name the Municipality and The Corporation of the County of Bruce as an additional insured and if the policy contains an insured exclusion, the exclusion shall be amended to permit claims by the Municipality and/or The Corporation of the County of Bruce against the Contractor, as the named insured;
 - f. The Owner shall provide the Municipality with at least (10) days advance written notice in the event of a cancellation or material change in the Owner’s insurance policy; and
 - g. The Owner shall provide these certificates of insurance satisfactory to the Manager of Public Works, prior to the commencement of the Agreement and at least ten (10) days prior to expiry.
11. The execution of this Agreement by the Municipality shall not be deemed to give any advantageous planning, servicing, financial or other consideration or treatment in favour of

the Owner by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement. None of the provisions of this Agreement (including a provision stating the Parties' intention) are intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities.

12. The Owner agrees not to call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and the right to enforce each and every term, condition and covenant herein contained, and this Agreement may be pleaded as an estoppel against the Owner in any case.
13. The Owner acknowledges and agrees that any funds reimbursed to the Owner by the Municipality under the terms of this Agreement, if any, shall be paid without interest.
14. It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto, so require, in order that the Agreement and any other part thereof, shall be construed to have its proper and reasonable meaning.
15. Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change in address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner: 2504970 Ontario Limited
c/o Keri Bradley
3437 Bruce Road 3,
Paisley ON, N0G 2N0

Municipality: The Corporation of the Municipality of Arran-Elderslie
c/o Clerk
1925 Bruce Road 10, Box 70
Chesley ON, N0G 1L0

16. The following Schedules are attached hereto and form part of this Agreement:
 - Schedule "A" – The Lands
 - Schedule "B" – List of Approved Plans and Drawings
17. It is declared and agreed that the covenants, Agreements and conditions herein contained on the part of the Owner shall run with the land and shall enure to the benefit of and be binding upon, their respective heirs, executors, administrators, successors and assigns.
18. The Parties agree that this Agreement shall not be amended or removed from title to the Lands (where it has been registered in accordance with Section 1 herein) except where agreed upon in writing by the Municipality.

19. The Owner’s covenants herein shall be treated as restrictive covenants which run with the land for the benefit of the adjoining or adjacent lands of the Municipality or such of them as may be benefited thereby and such covenants shall be binding on the Owner, its heirs, executors, administrators, successors and assigns.

20. In the event that the Owner fails to make any payments specified hereunto or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, the Owner shall be declared to be in default under this Agreement.

21. It is expressly understood and agreed that the remedies of the Municipality under this Agreement are cumulative and the exercise by the Municipality of any right or remedy for the default or breach of any term, condition, covenant or agreement herein contained, shall not be deemed to be a waiver of or alter, affect or prejudice any other right or remedy or other rights or remedies to which the Municipality may be lawfully entitled for the same default or breach; and any waiver by the Municipality of the strict observance, performance or compliance by the Owner with any term, condition, covenant or agreement herein contained, or any indulgence granted by the Municipality to the Owner, shall not be deemed to be a waiver of any subsequent default or breach by the Owner or to entitle the Owner to any similar indulgence heretofore granted.

22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers on that behalf.

Dated this ____ day of _____, 2024:

THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE

Per: _____
Name: Steve Hammell
Title: Mayor

Per: _____
Name: Christine Fraser-McDonald
Title: Clerk

We have authority to bind the Corporation.

Dated this ____ day of _____, 2024:

2504970 ONTARIO LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation.

SCHEDULE "A"
THE LANDS

PT LT 16-17 CON A ELDERSLIE; PT LT 3-25 PL 156 PT 1 3R7788; MUNICIPALITY OF ARRAN-
ELDERSLIE

PIN: 33243-0073 (LT)

SCHEDULE "B"

LIST OF APPROVED PLANS AND DRAWINGS

GM BluePlan Engineering – Proposed Watermain Extension – Site Plan Dwg 1 No 3
Dated July 22, 2024

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

**BY-LAW NO. 50-2024
BEING A BY-LAW TO AUTHORIZE THE SIGNING OF A DEVELOPMENT
AGREEMENT BETWEEN THE MUNICIPALITY OF ARRAN-ELDERSLIE AND WT
LAND CORP AND WT LAND LP**

Whereas the *Municipal Act, 2001*, s. 9 sets out that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act or any other Act.

And Whereas the *Municipal Act, 2001* authorizes a municipality to pass by-laws with respect to the matters identified in s. 11(2), subject to the rules set out in s. 11(4).

And Whereas WT Land Corp and WT Land LT is the Developer ("hereinafter referred to as the "Developer") and the owner of the Land described in Schedule "A" to the Development Agreement and proposes to develop it;

And Whereas the Developer declares that it is the registered owner of the lands known as the Townplot of Paisley, Lots 1 TO 5 E Albert Street, Lots 1 TO 5 W George Street, Paisley;

AND WHEREAS the Municipality is the owner and operator of the Existing Watermain, which is located within, or about the highway known as Arnaud Street (Paisley);

AND WHEREAS the Municipality has agreed to permit the Owner to undertake the works in relation to the Development, on the condition that the Owner, also complete those additional works as required by the Municipality, as set forth herein, and including without limitation, the upgrading the 4 inch watermain to a 6 inch, install mountable curb and gutter with 18 inch storm sewer pipe, and paved boulevard for the development for which the Owner shall cover the costs as further described herein in the Agreement;

AND WHEREAS the Council of the Municipality of Arran-Elderslie deems it necessary to enter into a Development Agreement with the Developer;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie Enacts as Follows:

1. That the Mayor and Clerk are hereby authorized to sign the Development Agreement.
2. That a copy of the said Development Agreement is attached hereto and designated as Schedule A to this By-Law.
3. That this By-Law shall come into effect upon final passage.

READ a FIRST and SECOND time this 15th day of October, 2024.

READ a THIRD time and finally passed 15th day of October, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

DEVELOPMENT AGREEMENT

This Agreement made this ____ day of _____, 2024.

B E T W E E N:

WT LAND CORP

-AND-

WT LAND LP

hereinafter called the "**Owner**"
of the FIRST PART

AND:

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

hereinafter called the "**Municipality**"
of the SECOND PART

WHEREAS the Owner is the registered owner of those lands municipally known as TOWNPLOT PAISLEY LOTS 1 TO 5 E ALBERT ST LOTS 1 TO 5 W GEORGE ST, Paisley described in more detail in **Schedule "A"** (the "**Lands**");

AND WHEREAS the Owner is proposing to develop a portion of the lands to construct two (2) seven (7) unit townhouse Developments (the "**Development**") that will be subdivided in the future;

AND WHEREAS the Municipality is the owner and operator of the Existing Watermain, which is located within, or about the highway known as Arnaud Street (Paisley)

AND WHEREAS the Municipality has agreed to permit the Owner to undertake the works in relation to the Development, on the condition that the Owner, also complete those additional works as required by the Municipality, as set forth herein, and including without limitation, the upgrading the 4 inch watermain to a 6 inch, install mountable curb and gutter with 18 inch storm sewer pipe, and paved boulevard for the development. ("**Municipal Upgrades**"), for which the Owner shall cover the costs as further described herein;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, promise and agree with each other as follows:

1. The Owner and the Municipality mutually agree that the lands to be subject to this Agreement are the lands described in **Schedule "A"** hereto, and the Owner consents to the registration of this Agreement upon title of the Lands, if deemed necessary by the Municipality.
2. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement, an engineer registered with the Association of

Professional Engineers of Ontario (the “**Engineer**”), in order to provide engineering services with respect to the municipal services set forth in Section 3 below. The Engineer retained by the Owner shall be subject to the prior approval of the Municipality; at the time of entering into this Agreement, the Engineer has been approved as Cobide Engineering., and any replacement or other change thereto shall require the prior written approval of the Municipality.

3. The Owner shall retain the Engineer to provide engineering services with respect to the design and installation of the municipal services set forth below, which shall be in accordance with the current standards and specifications of the Municipality. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the Engineer, shall be subject to the written approval of the Municipality’s Manager of Public Works.
4. The Owner shall engage and have retained at all times, until the Owner has fulfilled all of its obligations pursuant to this Agreement with an experienced competent contractor approved by the Municipality, without limiting the generality of the foregoing, the Contractor shall be retained by the Owner to perform the following works, in accordance with the approved engineering drawings attached hereto as **Schedule “B”** (the “**Public Works**”):
 - a. To upgrading the 4 inch watermain to a 6 inch,
 - b. Install mountable curb and gutter with 18 inch storm sewer pipe,
 - c. Install a paved boulevard for the development.
 - d. Return the roadway to its original asphalt condition
5. The Municipality has agreed to be responsible for the following
 - a. Provide temporary water
 - b. Provide chlorine and bacterial sampling of the watermain.
6. The Owner and Municipality further agree as follows:
 - a. The parties shall, acting reasonably, mutually agree upon a schedule of works for the completion of the Public Works as soon as practicable following the execution of this Agreement;
 - b. The parties shall be responsible for the costs of the Public Works in accordance with the following:
 - i. The Owner shall be responsible for all costs incurred in relation to the Public Works,
 - ii. The Owner shall be responsible for the Water Capital Recovery Paisley Trunk Main and Water Plant Share as per By-law No. 5-10. The fee for 2024 is \$1900.80 per connection, the fee for 2025 is \$1584.00 per connection
 - iii. The Owner shall be responsible for the water meter and backflow prevention device – ¾” service as per the Municipality of Arran-Elderslie Fees and

Charges (2024 Rate \$658.55 + HST per meter, 2025 rate TBD)

- iv. The Municipality shall be responsible for the costs associated with providing temporary water and provide chlorine and bacterial sampling of the watermain.
 - v. The Municipality agrees to waive the charge to construct Water or Sewer line from main to property line (2024 rate \$4,447.09 for each service water or sewer)
- c. The Owner shall undertake and complete the Public Works in a good and workmanlike manner to the satisfaction of the Manager of Public Works for the Municipality;
 - d. The Owner shall certify that the Public Works, and all noted deficiencies, have been completed, addressed, and performed in conformity with the approved drawings in Schedule "B" prior to the acceptance of the of the Public Works by the Municipality;
 - e. The Municipality, its employees, agents, contractors or any other authorized persons are entitled to inspect the installation of the Public Works, without relieving the Owner from its responsibility to supervise, inspect and be responsible for the said construction and installation; and
 - f. If the work is being performed in a manner that may result in a completed installation that would not satisfactorily meet the Municipality's specifications, in the opinion of the Manager of Public Works, the Municipality is entitled to stop any work and issue instructions to the Owner to take such steps as may be deemed necessary to ensure compliance with the provisions of this Agreement.
7. The Municipality covenants and agrees to accept the Public Works (the "**Acceptance**") if:
- a. The Manager of Public Works receives a certificate from the Owner's Consulting Engineer certifying that all Public Works have been constructed and installed in accordance with the design drawings and the Municipality's specifications; and
 - b. The Manager of Public Works or their designate conducts an inspection and satisfactorily confirms the certification, provided however that Acceptance shall allow for seasonal conditions conducive for inspection by the Municipality and to prevent any delays for Acceptance.
8. The Municipality covenants and agrees to assume the Public Works (the "**Assumption**") if
- a. A certificate of completion from the Owner's Consulting Engineer has been delivered to the Manager of Public Works, confirming that all Public Works have been completed according to the approved design plan and any subsequent approved change orders;
 - b. A statutory declaration from the Owner has been delivered to the Manager of Public Works, confirming that all contractors and subcontractors associated with the construction of the Public Works have been paid and that there is no liability owing to anyone under any circumstances related to the Public Works, that no liens have been registered, and that all applicable *Construction Act* lien periods have expired;

- c. All “as-constructed” drawings of the Public Works have been delivered to the Manager of Public Works; and
 - d. Confirmation that all supplier/maker warranties have been transferred to the name of the Municipality.
9. The Owner covenants and agrees that all Public Works shall vest in the Municipality upon Assumption and the Owner shall have no claims or rights thereto.
10. The Owner covenants and agrees to indemnify, save completely harmless, and defend the, the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, losses, expenses, fines, costs (including legal costs), claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, or construction of any of the Public Works required under this Agreement, or by reason of any defect in workmanship or material in relation to the Public Works.
11. The Owner covenants and agrees that:
- a. At the time of signing the agreement, the Owner shall pay to the Municipality any fees associated with the Development Agreement as per the Municipality’s Rates and Charges By-Law. 2024 fee is \$500.
 - b. Before commencing any of the Public Works, the Owner shall pay to the Municipality a portion of fees associated with the Water Capital Recovery Paisley Trunk Main and Water Plant Share Fee
 - i. The Municipality agrees to allow the payment to be split
 2024 - 7 units x \$1900.80 = \$13,305.60 prior to the commencement of any Public Works
 2025 – 7 units x \$1584.00 = \$11,088 prior to the building permit for the development of the townhouse complex (being Lot 5 West Side of George Street)
 - c. Before commencing any of the Public Works, the Owner shall supply the Municipality with all applicable certificates of insurance;
 - d. The certificates of insurance shall be maintained and carried at its own expense in full force and effect with financially sound and reputable insurers;
 - e. The applicable policies of insurance shall include:
 - i. A commercial general liability policy of insurance with limits of no less than five million (\$5,000,000.00) per occurrence in respect of bodily injury and property damage; and
 - ii. An automobile liability policy of insurance with limits of no less than two million (\$2,000,000.00) per occurrence in respect of any of the Owner’s owned or licensed vehicles(s);
 - f. The policy shall name the Municipality as an additional insured and if the policy contains an insured exclusion, the exclusion shall be amended to permit claims by the Municipality against the Contractor, as the named insured;

- g. The Owner shall provide the Municipality with at least (10) days advance written notice in the event of a cancellation or material change in the Owner's insurance policy; and
- h. The Owner shall provide these certificates of insurance satisfactory to the Manager of Public Works, prior to the commencement of the Agreement and at least ten (10) days prior to expiry.
12. The execution of this Agreement by the Municipality shall not be deemed to give any advantageous planning, servicing, financial or other consideration or treatment in favour of the Owner by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement. None of the provisions of this Agreement (including a provision stating the Parties' intention) are intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities.
13. The Owner agrees not to call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and the right to enforce each and every term, condition and covenant herein contained, and this Agreement may be pleaded as an estoppel against the Owner in any case.
14. The Owner acknowledges and agrees that any funds reimbursed to the Owner by the Municipality under the terms of this Agreement, if any, shall be paid without interest.
15. It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto, so require, in order that the Agreement and any other part thereof, shall be construed to have its proper and reasonable meaning.
16. Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change in address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:
- Owner: Name
 c/o WT LAND CORP & WT LAND LP
 323110 Durham Rd E
 RR 1 Durham ON N0G 1R0
- Municipality: The Corporation of the Municipality of Arran-Elderslie
 c/o Clerk
 1925 Bruce Road 10, Box 70
 Chesley ON, N0G 1L0
17. The following Schedules are attached hereto and form part of this Agreement:
- Schedule "A" – The Lands
- Schedule "B" – List of Approved Plans and Drawings

18. It is declared and agreed that the covenants, Agreements and conditions herein contained on the part of the Owner shall run with the land and shall enure to the benefit of and be binding upon, their respective heirs, executors, administrators, successors and assigns.
19. The Parties agree that this Agreement shall not be amended or removed from title to the Lands (where it has been registered in accordance with Section 1 herein) except where agreed upon in writing by the Municipality.
20. The Owner's covenants herein shall be treated as restrictive covenants which run with the land for the benefit of the adjoining or adjacent lands of the Municipality or such of them as may be benefited thereby and such covenants shall be binding on the Owner, its heirs, executors, administrators, successors and assigns.
21. In the event that the Owner fails to make any payments specified hereunto or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, the Owner shall be declared to be in default under this Agreement.
22. It is expressly understood and agreed that the remedies of the Municipality under this Agreement are cumulative and the exercise by the Municipality of any right or remedy for the default or breach of any term, condition, covenant or agreement herein contained, shall not be deemed to be a waiver of or alter, affect or prejudice any other right or remedy or other rights or remedies to which the Municipality may be lawfully entitled for the same default or breach; and any waiver by the Municipality of the strict observance, performance or compliance by the Owner with any term, condition, covenant or agreement herein contained, or any indulgence granted by the Municipality to the Owner, shall not be deemed to be a waiver of any subsequent default or breach by the Owner or to entitle the Owner to any similar indulgence heretofore granted.
23. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers on that behalf.

Dated this ____ day of _____, 2024:

THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE

Per: _____
Name: Steve Hammell
Title: Mayor

Per: _____
Name: Christine Fraser-McDonald
Title: Clerk

We have authority to bind the Corporation.

Dated this ____ day of _____, 2024:

NAME

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation.

SCHEDULE "A"
THE LANDS

ROLL # 41-03-410-001-20300-0000
TOWNPLOT PAISLEY LOTS 1 TO 5 E ALBERT ST LOTS 1 TO 5 W GEORGE ST

SCHEDULE "B"**LIST OF APPROVED PLANS AND DRAWINGS**

COBIDE ENGINEERING INC Dwg No 06003-TS Title Sheet First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-ESC 1 – Erosion and Sediment Control Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SP1 – Development Site Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SGR1 Site Grading Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SS1 Site Servicing Plan First Submission Sep 06/24

COBIDE ENGINEERING INC Dwg No 06003-SWM1 Pre-Development Catchment Areas September 2024

COBIDE ENGINEERING INC Dwg No 06003-DET1 Miscellaneous Details 1 Plan First Submission Sep 06/24

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 51-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A GROUND SITE LEASE
AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE AND XPLORE INC FOR THE PROVISION OF THE
PLACEMENT OF A TELECOMMUNICATIONS SHELTER ON MUNICIPAL LANDS**

WHEREAS Section 9 of the *Municipal Act, S.O. 2001, c.25, as amended*, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an agreement with Xplore Inc to install an 8' x 8' shelter to house telecommunication equipment on Municipal Lands located at 205 Mill Road in Tara (Arran shop).

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the Municipality of Arran-Elderslie hereby enter into an agreement with Xplore Inc to commence on November, 2024 and shall continue for a period of ten (10) years. The term of this Lease shall automatically renew at the end of the Initial Term for two (2) additional terms of five (5) years each for the placement of a telecommunications shed on Municipal Lands located at 205 Mill Road in Tara (Arran shop).
2. That Schedule "A", the Agreement ("Agreement"), forms part of this by-law.
3. That this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 15th day of October, 2024.

READ a THIRD time and finally passed this 15th day of October, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk



GROUND SITE LEASE (OLT)

Site Name: ON8729

THIS LEASE dated the 15th day of October, 2024,

B E T W E E N:

MUNICIPALITY OF ARRAN ELDERSLIE
(Hereinafter referred to as the “**Landlord**”)

- and -

XPLORE INC.
(Hereinafter referred to as the “**Tenant**”)

WHEREAS the Landlord is the owner or lessee of the real property described in Schedule A (the “**Premises**”) or is the duly authorized agent of such owner or lessee;

AND WHEREAS the Tenant wishes to lease from the Landlord, and the Landlord wishes to lease to the Tenant, a portion of the Premises, being the area(s) described in Schedule B (the “**Site**”);

NOW THEREFORE THIS LEASE WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

1. **Lease.** The Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Site for the purpose of constructing, installing, operating, maintaining, occupying, using, repairing, replacing and reconfiguring such equipment, devices, , shelters and facilities (collectively, the “**Equipment**”) as may be necessary or useful from time to time for the purpose of carrying on the telecommunications business of the Tenant, and grants to the Tenant access to the Site and Equipment on a 24/7 basis, on over and through the Premises, with personnel, vehicles and equipment as required in the sole judgment of the Tenant. The Tenant shall have the right to register such easements, servitudes and right of ways on title to the Premises as are necessary to give effect hereto.

2. **Term.** The term of this Lease shall commence on the 1st day of November, 2024 and shall continue for a period of ten (10) years (the “**Initial Term**”). The term of this Lease shall automatically renew at the end of the Initial Term for two (2) additional terms of five (5) years each (each, a “**Renewal Term**”). Collectively, the Initial Term and any Renewal Terms shall hereinafter be referred to as the “**Term**”. Each Renewal Term shall commence automatically unless the Tenant provides prior written notice to the Landlord of its intention not to renew the Agreement.

3. **Rent.** The payment of rent shall commence on the date the Tenant notifies the Landlord that installation of the Equipment at the site has begun ("**Rent Commencement Date**"). In consideration of the rights granted by the Landlord to the Tenant hereunder, the Tenant shall, from Rent Commencement Date until the end of the Term, pay to the Landlord the amounts set out in Schedule C plus any applicable provincial sales, goods and services or harmonized sales taxes (the "**Rent**"). The Rent shall be paid by the Tenant within six weeks of the Rent Commencement Date and thereafter within thirty (30) days of each anniversary of the Rent Commencement at the address set out in section 21 or at such other address as the Landlord may specify to the Tenant in writing.

4. **Site Approval Process.** the Landlord acknowledges that:

(a) the Site is one of several locations that are under consideration by the Tenant for use as a telecommunications site;

(b) the Landlord has discussed and agreed with the Tenant upon the proposed location on the Site for the Cabinet/ shelter

(c) **IF THE LOCAL LAND-USE AUTHORITY DOES NOT APPROVE THE SITE, OR IF THE TENANT IN ITS SOLE DISCRETION DOES NOT SELECT THE SITE FOR ITS TELECOMMUNICATIONS EQUIPMENT, THE TENANT MAY EXERCISE ITS TERMINATION RIGHT UNDER SECTION 12 AND NEITHER THE TENANT NOR THE LOCAL LAND-USE AUTHORITY SHALL HAVE ANY OBLIGATION TO PAY ANY RENT OR COMPENSATE THE LANDLORD FOR ANY REASON UNDER THIS LEASE.**

5. **Covenants of the Landlord.**

(a) The Landlord covenants that the Tenant shall peaceably and quietly hold and enjoy the Site, subject to the terms and conditions of this Lease. The Landlord shall not make any change to the Premises that could adversely affect access to or use of the Site by the Tenant at any time throughout the Term without the prior written consent of the Tenant, which may not be unreasonably withheld.

(b) The Landlord shall provide to the Tenant and its authorized representatives and agents such additional rights of access as are necessary to construct, install, operate, maintain, use, repair, replace or reconfigure the Equipment, including but not limited to the right to connect the Equipment to local utilities, to install underground or overhead telephone or power lines and to install conduits for fibre or telephone cabling

(c) The Landlord shall provide not less than thirty (30) days prior written notice to the Tenant of any repairs, additions or maintenance (collectively the "**Work**") to take place at the Premises which may affect operation or use of the Equipment. The Landlord further agrees to meet on-site with the Tenant and to make available the contractor(s) involved in the Work not less than fifteen (15) days prior to the commencement of the Work to review the Work and the related impact on the Equipment, except in the case of an emergency situation requiring immediate intervention to preserve the structural integrity of the Premises. The Landlord shall inform the Tenant as soon as possible of an emergency situation that may have an adverse effect on the Equipment.

(d) During the Term, the Landlord shall not use the Premises or adjacent lands owned or leased by the Landlord, or license for use or lease space at the Premises or at such adjacent lands to any person, for the purpose of the installation and operation of telecommunications towers, shelters or equipment without the prior written consent of the Tenant.

6. Covenants of the Tenant.

(a) The Tenant shall ensure that the installation, operation and maintenance of the Equipment complies with all applicable federal and provincial laws and regulations.

(b) The Tenant shall provide and pay for the costs of electricity consumption attributable to the operation of the Equipment at the Site by having installed a separately metered electrical service, as previously mentioned in clause

(c) The Tenant shall maintain during the Term public liability and property damage insurance coverage in an amount not less than five million (\$5,000,000) dollars.

(d) The Tenant shall remove the Equipment from the Site within ninety (90) days after the expiration or earlier termination of this Lease and restore the Site to its original condition, allowing for reasonable wear and tear.

7. Ownership of the Premises. The Landlord represents and warrants that it is the owner or lessee of the Premises or is the duly authorized agent of such owner or lessee and has the authority to enter into this Lease.

8. Ownership of Equipment. The Equipment shall remain at all times the personal and moveable property of the Tenant and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment to the Site. The Tenant shall have the right to make alterations, replacements, additions or improvements to the Equipment at the Site at any time and from time to time during the Term.

9. Environmental. The Landlord represents and warrants that there is not contained, within, on or under the Premises any substance, material or waste that is regulated, listed or prohibited (collectively, "**Hazardous Substances**") under all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws, regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any government, governmental or regulatory authority or agency, tribunal, court or any other body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature relating to the protection of human health, natural resources or the environment (collectively, "**Environmental Laws**"). The Landlord shall indemnify and hold the Tenant, its directors, officers, employees and agents harmless from and against any and all claims, demands, proceedings, fines, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties, judgments and amounts paid in settlement) suffered or incurred as a result of or arising directly or indirectly out of or in connection with (a) any event occurring or existing conditions at or prior to the date hereof relating to the Premises which constitute a violation of, or gives rise to liability under Environmental Laws and (b) any generation, manufacture, processing, distribution, use, presence, treatment, storage, disposal, release, transport or handling of any Hazardous Substance within, on, under or from the Building or the

Premises, whether by the Lessor or any tenant or any other person prior to the date hereof. The Tenant shall have the right to conduct environmental testing at the Site at any time and to terminate the Agreement immediately without liability should any Hazardous Substances be present at the Site.

10. **Liability.**

(a) The Tenant shall indemnify the Landlord for any damage caused to the Site by virtue of the negligent installation, maintenance, operation or removal of the Equipment and shall repair such damage forthwith upon notice thereof.

(b) The Landlord shall take reasonable precautions to guard the Equipment against damage, theft or loss. If any damage, theft or loss is observed by the Landlord, it shall be reported to the Tenant as soon as possible. Notwithstanding the foregoing, the Landlord shall not be liable for any damage, theft or loss of the Equipment, save for the gross negligence or wrongful acts or omissions of the Landlord.

(c) Except for the gross negligence or wrongful acts or omissions of the Tenant, the Tenant shall not be liable to the Landlord for any costs incurred or losses or damages or injury suffered by the Landlord.

(d) Notwithstanding anything to the contrary in this Lease, in no event will either party or their respective directors, officers, employees, affiliates, agents or contractors be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to this Lease however caused, regardless of the theory of liability (contract, tort or otherwise).

11. **Default.** Either party may at its option and without further liability to the other party terminate this Lease (a) upon the material default by such other party in the performance of its obligations under this Lease if such default is not remedied within thirty (30) days of the defaulting party receiving written notice of such default, or within such longer period as is reasonable in the circumstances as long as the defaulting party is diligently working to implement remedial action or (b) if (i) such other party commits any act of bankruptcy, becomes insolvent or admits its insolvency (as defined or provided for in any applicable statute), (ii) such other party ceases to do business as a going concern, (iii) any proceeding, voluntary or involuntary, is commenced respecting such other party pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution, (iv) such other party passes any resolution for its liquidation, winding up or dissolution, or (v) any receiver, manager, receiver and manager, trustee, sequester, custodian or liquidator or person with similar powers is appointed judicially or extra judicially for such other party or for any of its property.

12. **Termination.** This Lease may be terminated by the Tenant at any time on at least thirty (30) days' prior notice to the Landlord. Upon termination of this Lease both parties shall be released from all further obligations and liabilities, save for such obligations and liabilities that arose during the Term. **THE PARTIES ACKNOWLEDGE AND AGREE THAT IF THE AGREEMENT IS TERMINATED PRIOR TO THE RENT COMMENCEMENT DATE, THE LANDLORD SHALL NOT BE PAID ANY RENT AND THE TENANT SHALL NOT BE LIABLE TO THE LANDLORD IN RESPECT OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE.** Should this Lease be terminated by the Tenant prior to the end of the Term, adjustment will be made to the Rent on a *pro rata* basis to the date of termination.

13. **Registration:** This Lease relates to and attaches to the Premises. The Tenant may register a notice, caveat or other appropriate instrument in the land registry office of the province or territory in which the Premises are situated and the Landlord shall execute any documents required to effect such registration. Such registration may be effected on behalf of the Tenant by an affiliated corporation, partnership, or other person as bare nominee for registration purposes only, at the Tenant's expense. The Landlord also agrees to obtain a non-disturbance agreement at the Tenant's expense from any mortgagee on the Premises in such form as the Tenant may reasonable require. If the Landlord sells, assigns or transfers any interest in the Premises, the Landlord shall (a) give the Tenant at least sixty (60) days prior written notice of such sale, assignment or transfer, (b) assign this Lease to the transferee and (c) provide the Tenant with written notice of the identity of the transferee and the address at which the Rent shall be tendered and notices given pursuant to this Lease.

14. **Encumbrances.** The Tenant may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interest of the Tenant under this Lease, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event the Tenant shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the Rent or any other amounts owing to the Landlord to the repayment of any arrears so paid or discharged.

15. **Financing Arrangements.** The Landlord acknowledges that the Tenant has or may enter into financing arrangements which may require an assignment, mortgage, pledge, lien, hypothecation, deed of trust, security interest, deemed trust, charge, statutory lien, privilege or other encumbrance of any kind or nature (a "**Lien**") in respect of the Tenant's rights and obligations under this Lease or the personal or moveable property of the Tenant located at the Premises, including without limitation the Equipment. The Landlord hereby consents to any such Lien and to any transfers occurring on the enforcement of the same. The Landlord shall, at the request of the Tenant, acknowledge in writing the foregoing in such form as the relevant financier may require. For the purposes of this section, the Tenant is executing this Lease for itself and as agent for the financiers for whom the Tenant may be entering into financing arrangements from time to time as acknowledged herein.

16. **Authorization.** The Landlord hereby authorizes the Tenant to obtain any information from any person with respect to the Premises that the Tenant may require for the purposes of exercising its rights under this Lease and the Landlord agrees to execute written authorizations in the form provided by the Tenant to confirm the foregoing.

17. **Confidentiality.** The Landlord shall ensure that the terms and conditions of this Lease, including without limitation the amount of the Rent, remain strictly confidential and shall not be disclosed to any third party without the Tenant's prior written consent.

18. **Assignment.** Neither party may assign any of its rights or obligations under this Lease without the prior written consent of the other party. Notwithstanding the foregoing, the Tenant may, without the consent of the Landlord (a) assign its rights or obligations under this Lease to an affiliate or an entity acquiring all or substantially all of the assets of the Tenant, (b) license all or any portion of the Site to an affiliate and (c) license all or any portion of the Site or the Equipment to a third party for use as a telecommunications site.

Whenever the Landlord's consent is required by virtue of this section, such consent is deemed granted if the Landlord does not respond within fifteen (15) days to the written request of the Tenant for such consent.

19. **Successors and Assigns.** This Lease shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors, personal representatives and permitted assigns and no assignee or successor of the Landlord shall challenge the validity or enforceability of any provision of this Lease and every assignee or successor of the Landlord shall be bound by the obligations of the Landlord hereunder.

20. **Expropriation.** If during the Term, the whole or any part of the Premises is expropriated, the Landlord shall not accept any award for compensation without the Tenant's prior written consent. The Tenant shall be entitled to receive such part of the award as compensates for loss of its interest in the Site.

21. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, by commercial courier service, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) If to the Landlord:

Municipality of Arran-Elderslie
P.O. Box 70,
1925 Bruce Rd #10
Chesley ON N0G 1L0
Attention: Clerk

Email: cfraser@arran-elderslie.ca Phone: 519-363-3039

(b) If to the Tenant:

Xplore Inc.
625 Cochrane Drive
Markham, Ontario, L3R 9R9
Attn: President
Legal@xplore.ca

With a copy to:

Xplore Inc.
300 Lockhart Mill Rd.
Woodstock, NB, E7M 5C3
Attn: Site Acquisition and Management
VRE@xplore.ca
Fax: 506-324-6676

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this section 21.

22. **Entire Agreement and Legal Review.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. **EACH PARTY ACKNOWLEDGES HAVING OBTAINED ADEQUATE EXPLANATION OF THE NATURE AND SCOPE OF EACH OF THE SECTIONS OF THIS LEASE AND HAVING HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT THERETO.**

23. **Severability.** If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

24. **Governing Law and Jurisdiction.** This Lease shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally (a) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Lease, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

25. **Interpretation.** The use of sections and the insertion of headings are for reference purposes only and are not to affect the interpretation of this Lease. Unless otherwise indicated, any reference herein to a particular section refers to the specified section to this Lease. In this Lease, words importing the singular number will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trust, unincorporated organizations, governmental bodies and other legal or business entities. All monetary amounts in this Lease are expressed in Canadian funds unless expressly otherwise indicated.

26. **Time.** When calculating the period of time under this Lease, the date that is the reference date in calculating such period is to be excluded. If the last day of any period is not a business day, the period will end on the next business day. If any payment or calculation is to be made or any action taken on a day that is not a business day, it will be made or taken on or as of the next day that is a business day.

27. **Amendment and Waiver.** No amendment or waiver of any provision of this Lease shall be binding on the Tenant unless consented to in writing by an authorized signing officer of the Tenant. No waiver of any

provision of this Lease shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Lease constitute a continuing waiver unless otherwise expressly provided.

28. **English Language Contract.** Each party agrees that the English language will be the language of this Lease and all documents in connection with this Lease, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. Il est de la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient rédigés en langue anglaise.

29. **Counterparts.** This Lease may be executed in any number of counterparts, by electronic signature and by facsimile or scanned computer image file (such as PDF), each of which shall be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart, facsimile or scanned computer image. In the event this Lease is executed by a party by facsimile or scanned computer image, such party will as soon as reasonable possible deliver to the other parties an original of this Lease executed by such party.

IN WITNESS WHEREOF this Lease has been executed by the parties as of the date first above written.

**THE CORPORATION OF THE MUNICIPALITY OF
ARRAN-ELDERSLIE**

by _____

Name: Steve Hammell, Mayor
Title:

by _____

Name: Christine Fraser-McDonald, Clerk
Title:

XPLORE INC.

by _____

Name: Chris Tsakopoulos
Title: VP Network build

**SCHEDULE A
DESCRIPTION OF PREMISES**

Real property located in the Municipality of Arran-Elderslie, in the Province of Ontario, known municipally as and with the following legal description:

Municipal Address: 203 Mill Rd. Tara

Legal description: PL LT 224 PL 205 PT 1 3R1248

Lot Area: 39,342 ft²

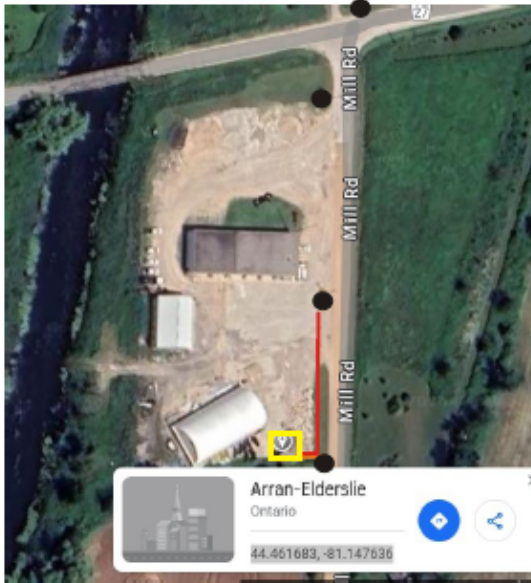
Site Coordinates:

Latitude: 44.461683

Longitude: -81.147636

**SCHEDULE B
SITE AND EASEMENT**

Project : 29237 : Allenford (Tara) - OLT Build
Layout Proposal - REVISED SEPT 2024
44.461683, -81.147636
Arran Township Garage

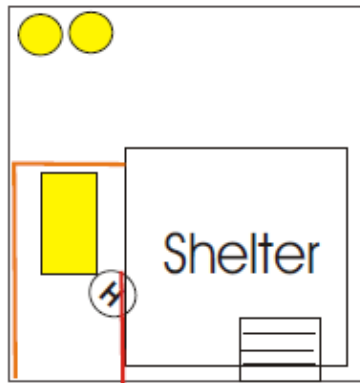


- ***Scope
- new 8x8ft shelter placed on level gravel or concrete pad
 - landscaping as required
 - new hydro service from local provider
 - new underground duct(s) from shelter to pole for fibre
 - future possibility to add propane standby generator

Examples



5m x 5m compound layout



- Steps/entrance
- Hydro Metre
- Generator, 14Kw on approx 36"x50" concrete pad
- Propane tank, on concrete pad
- Vault (GLB)
- Fibre Conduit(s)
- Estimated hydro path(s) depending on layout from provider

**SCHEDULE C
RENT**

The Rent for the Term of the Agreement are as follows:

Use of the Site	\$150/month
TOTAL	\$150/month

HST#/ GST# /TVQ#/TPS# if applicable _____

Fees for each extension term shall be equal to the Fees payable during the preceding term increased by 5%.

Taxes, Rates and Assessments – tenant will pay as and when due all taxes, rates and assessments, including increases in real or immovable property taxes, that are levied, charged or assessed with respect to any business carried on by Licensee on or from the Premises.

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 52-2024

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL
MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD OCTOBER 15, 2024**

WHEREAS by Section 5(1) of the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, grants powers of a Municipal Corporation to be exercised by its Council; and

WHEREAS by Section 5(3) of the *Municipal Act, S.O. 2001, c.25, as amended*, provides that powers of every Council are to be exercised by By-law unless specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Arran-Elderslie for the period ending October 15, 2024, inclusive be confirmed and adopted by By-law.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. The action of the Council of the Municipality of Arran-Elderslie at its Regular Council meeting held October 15, 2024, in respect to each motion and resolution passed, reports received, and direction given by the Council at the said meetings are hereby adopted and confirmed.
2. The Mayor and the proper Officials of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
3. The Mayor and Clerk, or in the absence of either one of them, the Acting Head of the Municipality, are authorized and directed to execute all documents necessary in that behalf, and the Clerk is authorized and directed to affix the Seal of the Corporation to all such documents.

READ a FIRST and SECOND time this 15th day of October, 2024.

READ a THIRD time and finally passed this 15th day of October, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald,
Clerk