



# MUNICIPALITY OF ARRAN-ELDERSLIE

## Council Meeting

### AGENDA

Monday, June 23, 2025, 9:00 a.m.  
Council Chambers  
1925 Bruce Road 10, Chesley, ON

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	Pages
1. Call to Order	
2. Mayor's Announcements (If Required)	
3. Adoption of Agenda	
4. Disclosures of Pecuniary Interest and General Nature Thereof	
5. Unfinished Business	
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7. Business Arising from the Minutes	
8. Public Meeting(s)	
8.1 Zoning By-law Amendment Z-2024-069 - Shantz	16
• Request to rezone the property to Agriculture Special, to permit a reduced interior side yard setback of 3m and an increased maximum lot coverage of 22% for the construction of an approximately 1800 sq m barn.	
9. Delegations	
9.1 Tara Rotary Club - Funding Gravel on Trail near Park Road	
• Ben Rier	
• Glen Ackroyd	
10. Correspondence	

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12.	Members Updates	
13.	New Business	
14.	By-laws	
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14.2	By-law 48-2025 - Enter into an Easement Agreement with IWBE Rentals Incorporated	147
14.3	By-law 49-2025 - Site Plan Control Agreement with The Fisher Grist Milling Corporation	153
15.	Closed Session (if required)	
	<ul style="list-style-type: none"> <li>• a proposed or pending acquisition or disposition of land by the municipality or local board; Old Paisley Library, Deviation Road Negotiations</li> <li>• personal matters about an identifiable individual, including municipal or local board employees; staff update (two items)</li> </ul>	
16.	Resolution to Reconvene in Open Session	
	The Mayor confirmed that Council discussed only those matters identified in the motion to go into Closed Session.	
	Direction was given to staff in Closed Session for items one to three regarding the Old Paisley Library, Deviation Road Negotiations, and Chesley Residential Care Facility.	
17.	Adoption of Recommendations Arising from Closed Session (If Any)	
18.	Confirming By-law	169
19.	Adjournment	

20. List of Upcoming Council meetings

- July 14, 2025
- August 11, 2025
- September 8, 2025
- September 22, 2025



## MUNICIPALITY OF ARRAN-ELDERSLIE

### Council Meeting

### MINUTES

**Monday, June 9, 2025, 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 Brian Dudgeon  
 Councillor Moiken Penner  
 Councillor Peter Steinacker

Staff Present: Christine Fraser-McDonald - Clerk  
 Julie Hamilton - Deputy Clerk  
 Scott McLeod - Public Works Manager  
 Carly Steinhoff - Recreation Manager  
 Steve Tiernan - Fire Chief  
 Chris Legge - Water/Sewer Foreperson  
 David Munro - Interim Treasurer  
 Jennifer Isber-Legge - Economic Development &  
 Communications Coordinator  
 Emily Dance, CAO  
 Nathan Van Myall - Project Manager

#### 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)

- Congratulations to the Paisley Blues Festival on another successful event over the past weekend.
- Wednesday May 28th was the Association of Road Supervisors (AORS) Truck ROADEO which was held at the Chesley Community Centre. Arran-Elderslie had four drivers in the competition and I am proud to announce that Arran-Elderslie's Len Phillipi placed 2<sup>nd</sup>, Lewis Catto placed 4<sup>th</sup>, Richard Pepper placed 5<sup>th</sup>, and Colin Longley placed 10<sup>th</sup>.

- June is Pride month. The pride flag will be raised on the community flagpole. This recognizes the 2SLGBTQIA+ community, celebrates diversity and inclusion, and reaffirms our commitment to equality and human rights.
- The Paisley Artscape Society has installed a new mural on the corner of the Paisley Community Centre titled “Flow of Time” that is an ode to Paisley’s 150<sup>th</sup> anniversary.
- Pickleball will be starting at each of the community centres.
  - Paisley starts June 11<sup>th</sup> on Wednesdays from 6-8pm
  - Tara starts June 25<sup>th</sup> on Wednesdays from 4:30-8pm
  - Chesley starts July 2<sup>nd</sup> on Wednesday from 4:30-7:30pm on the curling club floor
- There will be a “Tribute to the One Room School” tomorrow, June 10<sup>th</sup>, at 7pm at the Treasure Chest Museum.
- Household Hazardous Waste Drop-off will be held on Saturday, June 14<sup>th</sup> from 8am to 12pm at the Bruce County Transportation Yard in Paisley.
- The Chesley Firefighter’s Yard Sale will be on June 14<sup>th</sup> at the Chesley Community Centre.

### 3. Adoption of Agenda

Subsequent to further discussion, Council passed the following resolution:

#### **193-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Nickason

Be It Resolved that the agenda for the Council Meeting of Monday, June 9, 2025 be received and adopted, as distributed by the Clerk.

**Carried**

### 4. Disclosures of Pecuniary Interest and General Nature Thereof

### 5. Minutes of Previous Meetings

#### 5.1 May 26, 2025 - Regular Council Minutes

Subsequent to further discussion, Council passed the following resolution:

#### **194-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Steinacker

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held May 26, 2025.

**Carried**

**6. Business Arising from the Minutes**

**7. Delegations**

**7.1 Doug Walsh - Chesley Happy Gang Seniors Club 65 Anniversary**

Doug Walsh spoke to Council On behalf of the Chesley Happy Gang Seniors Club, he invited Council to attend the Club's 65th anniversary luncheon on September 22, 2025.

**8. Presentations**

**8.1 Saugeen Valley Conservation Authority - Paisley Dyke Improvement Project**

Saugeen Valley Conservation Authority Water Resources Manager Don Moss and Capital Water Infrastructure Coordinator Kyle Hope gave a presentation to Council on the status of the Paisley Dyke Improvement Project Phase 1 and summarized the associated costs requiring municipality's contribution.

This project was to repair an embankment along the Paisley Dyke. Phase 1 was to repair the erosion on the foot of the dyke and the second phase was to raise the dyke. The construction company sent a \$36,000 invoice. WECI has confirmed that it will cover 50% of these costs. As per the terms of the Category 2 agreement between SVCA and Arran-Elderslie, the remaining 50% is to be covered by the municipality for a total cost of \$18,000. SVCA will assume the full cost of the contract administration for both the engineering firm and SVCA estimated at \$13,400.

Mayor Hammell thanked Mr. Moss and Mr. Hope for their presentation.

Council directed staff to bring a report back to the next Council meeting.

**9. Correspondence**

**9.1 Requiring Action**

9.1.1 Webinar Invitation - OPP Cost Recovery Model

The webinar will be hosted in the Council Chambers on June 18th from 2:00 PM to 3:00 PM, and members of Council are welcome to attend in person on the day.

## 9.2 For Information

Subsequent to further discussion, Council passed the following resolution:

### 195-10-2025

**Moved by:** Councillor Hampton

**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**

9.2.1 Grey Sauble Conservation Authority Minutes - March 26, 2025

9.2.2 Grey Sauble Conservation Authority - Media Release

9.2.3 Multi Municipal Energy Working Group Minutes - March 13, 2025

9.2.4 Ministry for Seniors and Accessibility - Seniors Month

## 10. Staff Reports

### 10.1 Emergency Services

### 10.2 Building/Bylaw

### 10.3 Public Works

10.3.1 PWRDS-2025-14 Bridge Infrastructure Master Plan

CAO Emily Dance and Works Manager Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

### 196-10-2025

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

Be It Resolved that Council hereby approves Report PWRDS-2025-14 Bridge Infrastructure Master Plan;

AND endorses the preliminary preferred approach -Alternative 2 – which involves the closure of certain crossings while either

replacing or repairing the remaining crossings. This option means that several bridges will be repaired as long as feasible after which they will eventually be closed to traffic and removed. The remaining crossings will be either repaired as required or replaced;

AND FURTHER directs staff to initiate a second public meeting during summer 2025 to present the findings of the Bridge Infrastructure Master Plan and gather community input on proposed bridge strategies;

AND FURTHER Council instructs staff to develop a comprehensive financial plan to support the phased implementation of the Master Plan. This plan shall include:

- Cost estimates for priority projects
- Identification of potential funding sources, including grants, reserves, and partnerships
- Integration into the long-term capital budget.

**Defeated**

#### 10.3.2 PWRDS-2025-15 – Change of Traffic Flow - Paisley

CAO Emily Dance and Works Manager, Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

##### **197-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby approves Report PWRDS-2025-15- Change of Traffic Flow – Paisley;

AND direct staff to engage with a consultant in partnership with the County of Bruce to proceed with a high-level feasibility review for the potential conversion of Mill Drive and Rowe Street from two-way to one-way traffic, and that the review include the key components outlined in the report;

AND FURTHER associated expenses for the projects be included in 2026 Budget deliberations.

**Carried**

**198-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Steinacker

Be it Resolved that Council directs staff to engage with a consultant to perform a parking study for the urban areas of Paisley, Tara and Chesley;

**Carried**

#### **10.4 Facilities, Parks and Recreation**

##### 10.4.1 REC-2025-09 Leash Free Park Request - Chesley

Recreation Manager, Carly Steinhoff, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

**199-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Receive Report REC-2025-09 Leash Free Park Request – Chesley;
2. Approve the potential two (2) locations for the Leash Free Park, including Northwest of the Pool and Near Chesley Landfill, for community input; and
3. Direct staff to engage with the Kinette Club of Chesley and develop a community consultation process for the Leash Free Park.

**Carried**

##### 10.4.2 REC-2025-10 Department Budget Update

Recreation Manager, Carly Steinhoff, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

**200-10-2025****Moved by:** Councillor Steinacker**Seconded by:** Councillor Hampton

Be It Resolved that Council hereby

1. Receive Report REC-2025-10 Department Budget Update;
2. AND approve the Chesley Medical Clinic water heater, appliance conversion and furnace replacement of \$17,495.81 and finance the project through the Chesley Medical Clinic Reserve, 01-0000-7242;
3. AND FURTHER approve the additional \$8,983.12 for the Chesley Community Centre Rubber Floor Replacement project and finance the overage from the Arena Reserve, 01-0000-7254;
4. AND FURTHER approve the additional \$14,972.50 to replace the snow stop, eavestrough and fascia on the Tara Community Centre, and finance the project through the Arena Reserve account, 01-0000-7254; and
5. AND FURTHER approve the additional \$11,320.00 for the Tara Park Pole Replacement Project and finance the overage through the Arena Reserve, 01-0000-7254.

**Carried****10.5 Finance**

## 10.5.1 FIN-2025-12 New Server

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

Subsequent to further discussion, Council passed the following resolution:

**201-10-2025****Moved by:** Deputy Mayor Shaw**Seconded by:** Councillor Nickason

Be it Resolved that Council hereby receives Report FIN-2025-12 – New Server;

AND approves a new, unbudgeted capital project for the purchase and installation of a new server;

AND FURTHER approves an exception to the Purchasing and Procurement policy to single source a server as it is integral to everything that Infinity Network Services (the Municipality's IT Services supplier) provides.

**Carried**

#### 10.5.2 FIN-2025-07 Investments

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

Subsequent to further discussion, Council passed the following resolution:

##### **202-10-2025**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby,

1. Receive Report FIN-2025-07 - Investments and approve that the Principal Protected Note (PPN) and the Guaranteed Investment Certificate (GIC) that are maturing later this year to be invested with ONE Investment;
2. AND approves to sell the PPNs maturing in 2027 and 2028 and roll the principal into two new CIBC PPNs;
3. AND FURTHER approve the updated Investment Policy to allow investment with CIBC and/or One Investment.
4. AND FURTHER directs staff to bring a by-law to the next available Council meeting to bring force and effect to the policy.

**Carried**

#### 10.5.3 FIN-2025-10 - Investment and Interest Income Allocation

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

Subsequent to further discussion, Council passed the following resolution:

##### **203-10-2025**

**Moved by:** Councillor Penner

**Seconded by:** Councillor Hampton

Be It Resolved that Council receives Report FIN.2025.10 - Investment and Interest Income Allocation for information; and

Approves the recommended allocation of investment and interest income methodology effective January 1, 2025.

**Carried**

10.5.4 FIN-2025-13 - Vacant Storefront Tax

CAO Emily Dance, Economic Development & Communications Coordinator, Jennifer Isber-Legge, and Treasurer, David Munro, responded to questions from Members of Council.

Staff will report back to Council at the end of the year with a year-end report.

Subsequent to further discussion, Council passed the following resolution:

**204-10-2025**

**Moved by:** Councillor Steinacker

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby approves Report FIN-2025-13 - Vacant Store Front Tax AND

- 1.Supports a Vacant Storefront Campaign: Lead by Economic Development to improve downtown areas to encourage rentals.
- 2.Engage Municipal By-Law Enforcement: Provide a Special Project targeting property standards in downtown cores.
- 3.Defer Consideration of a Vacant Storefront Tax: Due to the complexities associated with its implementation.

**Carried**

**10.6 Economic Development**

**10.7 Clerks**

10.7.1 CLKS-2025-21 – Ward vs At-Large Electoral System

Clerk, Christine Fraser-McDonald responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

**205-10-2025**

**Moved by:** Councillor Penner

**Seconded by:** Councillor Dudgeon

Be It Resolved that Council receives the Report CLKS-2025-21 - Ward vs At-Large Electoral System; and

That Council maintains the current ward-based electoral system for the Municipality of Arran-Elderslie.

For (5): Mayor Hammell, Deputy Mayor Shaw, Councillor Nickason, Councillor Dudgeon , and Councillor Penner

Against (2): Councillor Hampton, and Councillor Steinacker

**Carried (5 to 2)**

**10.8 CAO**

10.8.1 CAO-2025-07 - Strong Mayor Powers O. Reg 530/22

This was deferred to the next meeting.

10.8.2 PLAN-2025-01 Easement Agreement – Knapp – 187 Balaklava Street

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

**207-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby approves Report PLAN-2025-01;

AND approves entering into an Encroachment Agreement with IWBE Rentals Incorporated c/o Rick Knapp to ensure long-term access and maintenance of the storm sewer;

AND FURTHER authorizes the appropriate By-law coming forward.

**Carried**

**11. Notice of Motion**

### 11.1 Paisley Ward Councillor Penner - Proposed Parking Spaces on River Street

Councillor Penner presented her Notice of Motion to Council.

This will be brought back to the July 14th meeting.

## 12. Members Updates

### Shaw:

Deputy Mayor Shaw attended an ADIE meeting and will be attending a workshop on June 9th.

### Hampton:

Councillor Hampton recognized staff and storefront owners for their ribbons and efforts for Homecoming.

### Dudgeon:

Councillor Dudgeon had nothing to report.

### Steinacker:

Councillor Steinacker attended the ADIE meeting, and noted that the Tara cemetery is in great shape.

### Penner:

Councillor Penner attended an SVCA meeting and noted that there is a new mural on the arena.

### Nickason:

Councillor Nickason had nothing to report.

### Hammell:

Mayor Hammell held "Coffee with the Mayor" on June 3rd in Paisley, and noted on June 18th there is a South Bruce Grey Health Centre meeting.

## 13. New Business

## 14. By-laws

### 14.1 By-law 43-2025 - Appoint a Livestock Valuer

Subsequent to further discussion, Council passed the following resolution:

**208-10-2025**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Hampton

Be It Resolved that By-law No. 43-2025 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 43-2025 being a By-law to appoint Jake Sloan as Livestock Valuer for the Municipality of Arran-Elderslie.

**Carried**

**14.2 By-law 44-2025 - Payment in Lieu of Parking Agreement with 543 Queenpaisley Inc.**

Subsequent to further discussion, Council passed the following resolution:

**209-10-2025**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Nickason

Be It Resolved that By-law No. 44-2025 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 44-2025 being a By-law to Authorize Entering Into a Payment in Lieu of Parking Agreement with 543 Queenpaisley Inc.

**Carried**

**14.3 By-law 45-2025 - To remove certain lands from Part Lot Control in Arran-Elderslie**

Subsequent to further discussion, Council passed the following resolution:

**210-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

Be It Resolved that By-law No. 45-2025 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 45-2025 being a By-law to remove certain lands from Part Lot Control in the Municipality of Arran-Elderslie and further described as 303-315 Arnaud Street, Paisley.

**Carried**

**15. Closed Session (if required)**

Subsequent to further discussion, Council passed the following resolution:

**211-10-2025**

**Moved by:** Councillor Nickason

**Seconded by:** Deputy Mayor Shaw

*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; Employee matters
- (x) a proposed or pending acquisition or disposition of land by the municipality or local board; Alma St lots
- ( ) labour relations or employee negotiations;
- (x) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; insurance claim
- ( ) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- ( ) 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
- (x) 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; Community Benefit Agreement

Staff Authorized to Remain:

CAO Emily Dance

Clerk Christine Fraser-McDonald

**Carried**

**16. Resolution to Reconvene in Open Session**

Subsequent to further discussion, Council passed the following resolution:

**212-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 2:01 PM

**Carried**

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

The Mayor confirmed that Council discussed only those matters identified in the motion to go into Closed Session.

Direction was given to staff in Closed Session for items one to four regarding the Employee Matters, Alma Street Lots, Insurance Claim and Community Benefit Agreement.

**18. Confirming By-law**

Subsequent to further discussion, Council passed the following resolution:

**213-10-2025**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Nickason

Be It Resolved that By-law No. 46-2025 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 No. 46-2025 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, June 9, 2025.

**Carried**

**19. Adjournment**

Subsequent to further discussion, Council passed the following resolution:

**214-10-2025**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Nickason

Be It Resolved that the meeting be adjourned to the call of the Mayor at 2:03 PM.

**Carried**

**20. List of Upcoming Council meetings**

- June 23, 2025
- July 14, 2025
- August 11, 2025
- September 8, 2025

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



## Planning Report

**To:** Council for the Municipality of Arran-Elderslie

**From:** Megan Stansfield, Planner

**Date:** June 23, 2025

**Re:** Zoning By-Law Amendment - Z-2024-069 (Shantz)

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### Recommendation:

Subject to a review of submissions arising from the public meeting:

That Council approve Zoning By-law Amendment Z-2024-069 by Lorne Shantz and the necessary by-law be forwarded to Council for adoption, once the County receives confirmation of easement registration.

### Summary:

This zoning by-law amendment proposes to rezone the property to Agricultural Special, to permit a reduced interior side yard and rear yard setback of 3m and an increased maximum lot coverage of 22%. If approved, the amendment will facilitate the construction of an approximately 1800 sq m barn.

### Airphoto



52 Sideroad 5 South,  
ARRAN CON 1 PT LOT 6  
RP;3R8850 PART 1  
Municipality of Arran  
Elderslie, Roll Number  
410349000107810

**DISCLAIMER**  
 THIS IS NOT A LEGAL PLAN. LEGAL BOUNDARY IS APPROXIMATE. INFORMATION IS BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO REFER TO ORIGINAL PLAN TO VERIFY ALL INFORMATION.  
 ALL BUILDING, STRUCTURES AND UNDERGROUND INSTALLATIONS (HYDRO, GAS, SEWERAGE SYSTEM, ETC) COMPONENTS ARE TO BE FINISHED AS NOTED BY AND OBTAIN LAND SURVEYOR (OLS) PRIOR TO CONSTRUCTION. IF REQUIRED, TO ENSURE ALL REQUIRED SETBACKS ARE MAINTAINED IN ACCORDANCE WITH MUNICIPAL STANDARDS, ZONING BY-LAWS AND THE ONTARIO BUILDING CODE (OBC) 2010.  
**TOPOGRAPHIC SURVEY**  
 THE TOPOGRAPHIC SURVEY INFORMATION CONTAINED HEREIN IS BASED ON THE GOVERNMENT OF ONTARIO (GEOGRAPHIC) DATA. THE TOPOGRAPHIC DATA IS APPROXIMATE AND IS NOT TO BE USED FOR CONSTRUCTION. THE BUILDING OWNER SHALL NOTIFY GEOGRAPHIC DATA CANADA LTD. WELL IN ADVANCE OF CONSTRUCTION TO VERIFY ALL TOPOGRAPHIC INFORMATION HEREIN.

**ZONING REGULATION MATRIX: A1-28-2008**

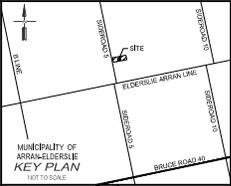
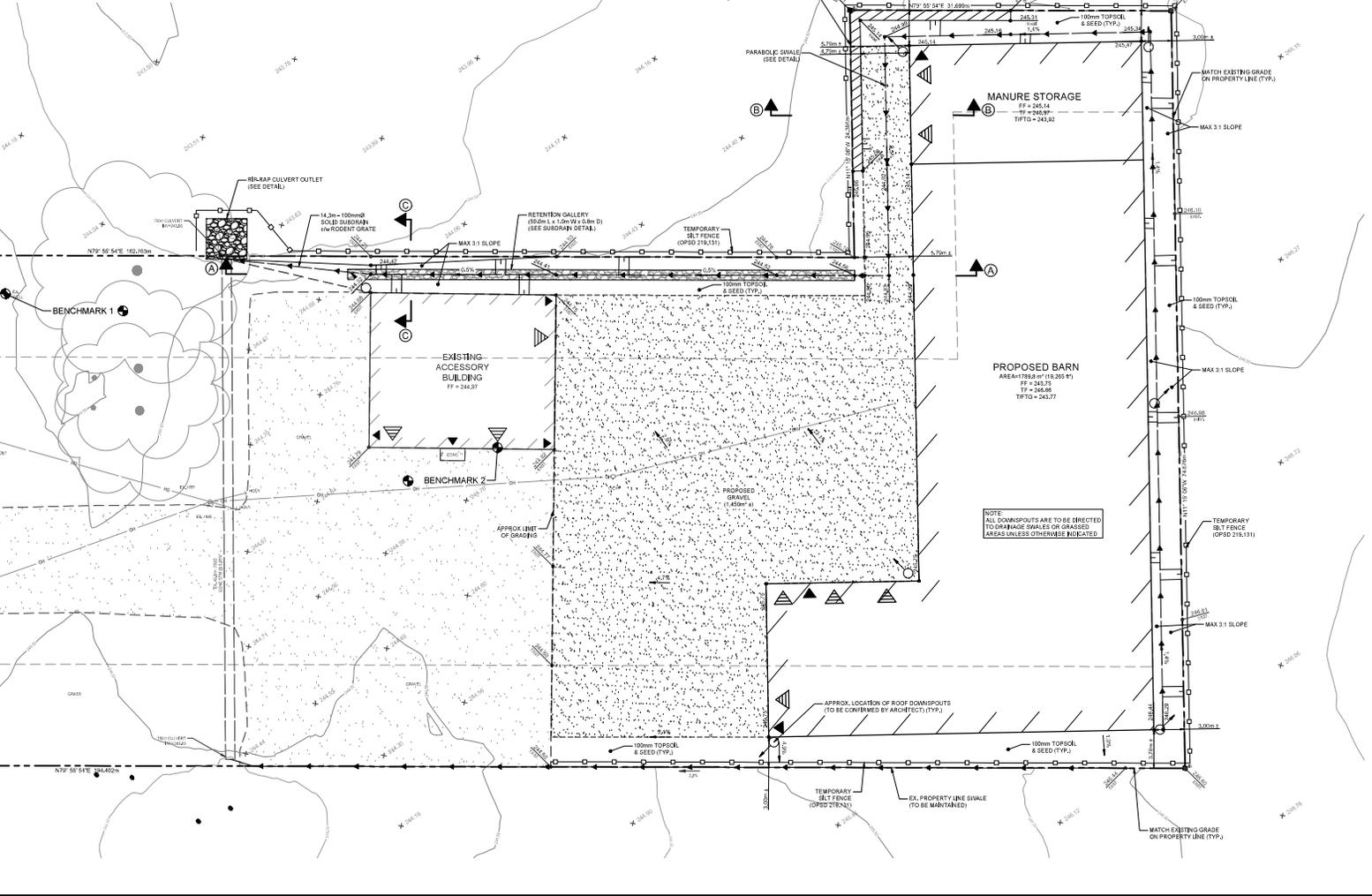
1 REGULATION	REQUIRED	PROPOSED	CONFORMS
2 ZONE	-	A1-28-2008	-
3 MIN. LOT AREA	5,000 m <sup>2</sup> (0.5 ha)	10,550.6 m <sup>2</sup>	Y
4 MIN. LOT FRONTAGE	40.0 m	50.29 m	Y
5 MIN. FRONT YARD	10.0 m	41.00 m	Y
6 MIN. INTERIOR SIDE YARD	10.0 m	3.00 m	N
7 MIN. EXTERIOR SIDE YARD	10.0 m	-	-
8 MIN. REAR YARD	3.0 m	3.00 m	Y
9 TOTAL BUILDING AREA	-	2231.1 m <sup>2</sup>	-
10 LOT COVERAGE, MAX.	15%	21.15%	N

- 3.0m REAR YARD SETBACK AS PER SPECIAL PROVISION 31

**SURFACE TREATMENT AREAS**

#	SURFACE TYPE	AREA	PERCENT
1	BUILDINGS	2231.1 m <sup>2</sup>	21.15%
2	CONCRETE	2.9 m <sup>2</sup>	0.01%
3	GRAVEL UNIMPROVED	3392.6 m <sup>2</sup>	31.21%
4	GRASS	9024.0 m <sup>2</sup>	47.61%

TOTAL SITE AREA = 10,550.6m<sup>2</sup>



**CLIENT:** LOUPE SWARTZ  
**CONTRACTOR:** N/A

THE ELEVATION AND LOCATION OF THE BENCHMARK TO BE SET ON THE LOT AND THE GRADING OF THE LOT ARE BEING COMPLETED BY THE GRADING AND GRADE PLAN PREPARED BY GEI CONSULTANTS CANADA LTD.

**GEI CONSULTANTS CANADA LTD.**

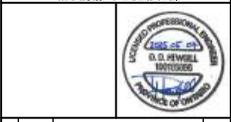
**LEGEND**

- PROPERTY LINE
- EXISTING GRADE
- PROPOSED GRADE
- EX. CONTOURS
- SWALE DRAINAGE
- SURFACE DRAINAGE
- PROPOSED BUILDING ACCESS
- DOWNSPOUT DIRECTION

**BENCHMARK 1 ELEVATION - 245.18m**  
 TOP OF WELL CASING NORTH EAST OF EXISTING DWELLING

**BENCHMARK 2 ELEVATION - 244.97m**  
 FLOOR OF EASTERN OVERHEAD DOOR TO EXISTING ACCESSORY BUILDING

THE PROFILE OF EXISTING CONCRETE UNDERGROUND SEWER AND OTHER UNDERGROUND UTILITIES IS BEING PROVIDED FOR INFORMATION ONLY. THE LOCATION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. SEE OTHER DRAWINGS FOR THE CORRELATION BETWEEN THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES WITH THE CORRELATION TO THE GRADING PLAN.



1	2408965	REVISED FOR PERMIT	DDH
2	10/04/2021	PRELIMINARY	DDH
DATE	DATE	DATE	DATE

**GEI** Consultants  
 GEI CONSULTANTS CANADA LTD.  
 1260-2ND AVENUE EAST  
 OWEN SOUND, ONTARIO N4K 2J3  
 (519) 376-1805

**2408965**  
**LOT GRADING PLAN**  
**PART LOT 6, PLAN 3R-8850**  
**MUNICIPALITY OF ARRAN-ELDERSLIE**  
**52 SIDEROAD 5**

DRAWN BY	APPROVED BY	PROJECT NO.	DRAWING NO.
CP	DDH	2408965	2
DATE	DATE	SCALE	
MARCH 2023		1:200	

## Planning Analysis:

The following section provides an overview of the planning considerations that were factored into the staff recommendation for this application, including relevant agency comments (attached), and planning policy sections.

### Zoning

The property has a site specific zone of A1-28-08, which is the general agricultural zone with site specific provisions restricting the number of livestock units to 0.5 units per acre and permitting a reduced rear yard setback of 3 m, rather than the required 10 m, to accommodate the existing barn. The standard A1 provisions as detailed in the by-law are required. The zoning by-law requires a side yard setback of 10 metres and restricts the maximum lot coverage to 15%.

In order to support this application, planning staff required the applicant to submit a Nutrient Management plan approved by the ministry as well as a Lot Grading and Drainage Stormwater Management Review.

The property is approximately 1 ha in size and as such does not have the land area to support the disposal of manure for the proposed barn and animals. The Nutrient Management plan submitted has been approved by the ministry and details the proper disposal of manure using adjacent properties.

Because of the small property size, the proposed barn will exceed the maximum lot coverage by about 7%. Reducing the rear yard and side yard setbacks and increasing lot coverage are generally anticipated to impact surrounding properties and potentially the drainage onto adjacent municipal roads. This occurs because of the increased land coverage and the lack of space between neighbouring properties. As such the applicant completed a Lot Grading and Drainage Stormwater Management Review to support the increased lot coverage and the reduced yard setbacks. The concluding statement note the following:

*While the building area is changing post-construction, many of the catchment parameters utilized in the Rational Method are varying slightly or not at all. Much of the post-construction catchment parameters have very similar runoff coefficients, resulting in composite runoff coefficient for the overall drainage catchments remaining the same. This results in a 'net zero' post-to-pre-development peak runoff flow rate matching for the site upon completion to the agricultural barn as designed.*

The plan provides a small drainage channel which redirects water flow to an existing drainage outlet on the adjacent property. The applicant has been asked to apply for a drainage easement to ensure outletting to the adjacent property is maintained. The plan ensures that there will be no negative impact to the adjacent property and that the drainage will not outlet or impact the municipal roadside ditch.

The property is zoned agricultural which permits agricultural uses like the keeping of animals. While the property is small, the Nutrient Management Plan and Lot Grading and Drainage plan support this proposed development and show that the reduced setback and

increased lot coverage will not impact the neighbouring property, or the drainage along the municipal road.

### County Official Plan

The Bruce County Official Plan (BCOP) designates the property as Agricultural. The proposed new building and use is agricultural and therefore the proposed amendment will meet the policies of the Official Plan. The BCOP encourages agriculture and seeks to preserve the agricultural designation by limiting non- agricultural uses, this use however fits within the proposed designation.

Similarly, the Provincial Planning Statement preserves prime agricultural lands for agricultural uses and restricts uses that do not align with agriculture. The proposed development meets the guidelines of the PPS.

### Natural Hazard and Cultural Heritage

The Saugeen Ojibway Nation was contacted to determine whether an archaeological assessment was required to support this development. They have confirmed that an assessment is not required.

The Saugeen Valley Conservation Authority confirmed that the proposed development is outside their Regulated Area and as such a permit is not required for the development.

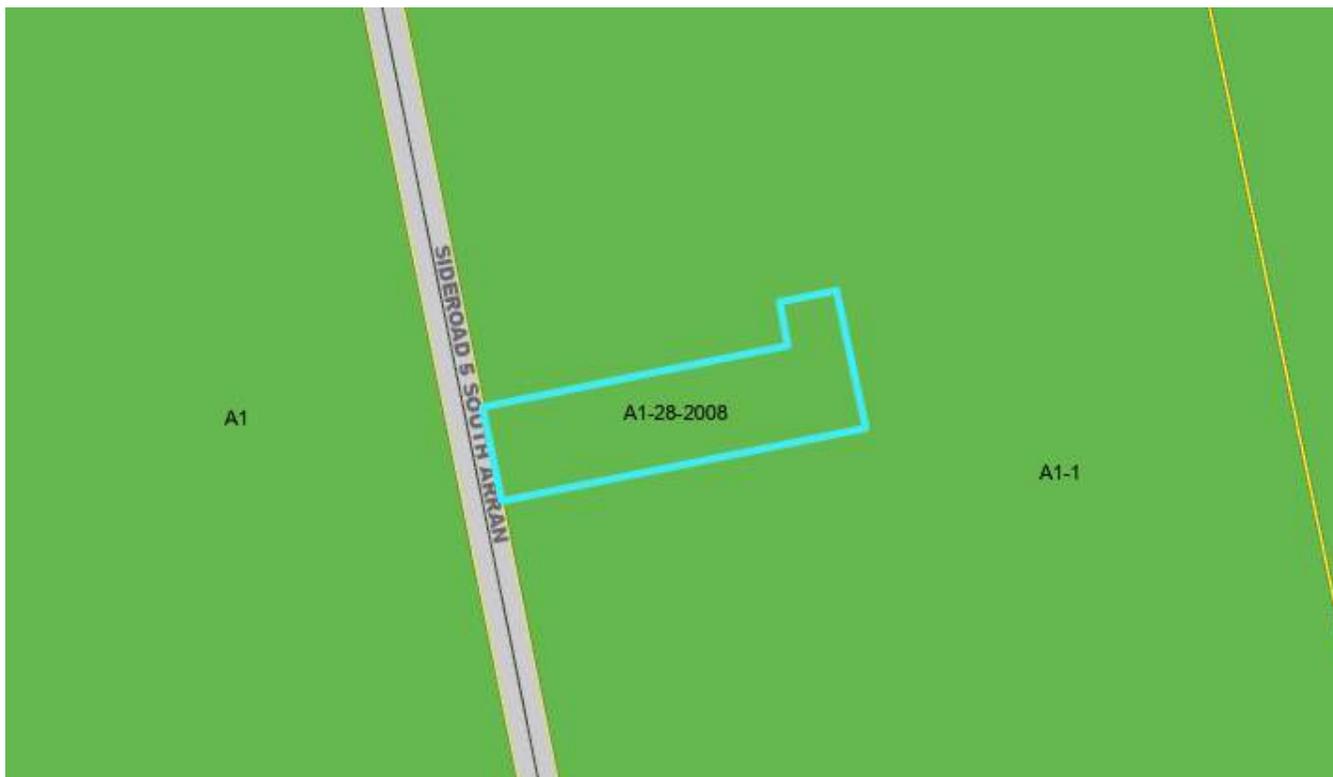
### Appendices

- County Official Plan Map
- Local Zoning Map
- List of Supporting Documents and Studies
  - Stormwater Management and Lot Grading Drainage Plan
  - Nutrient Management Plan
- Agency Comments
- Public Notice

County Official Plan Map (Designated Agricultural Area)



Local Zoning Map (Zoned A1-28-2008 - General Agriculture)



### List of Supporting Documents and Studies

The following documents can be viewed in full at [Planning Arran-Elderslie | Bruce County](#)

- Stormwater Management Plan
- Lot Development Plan
- Nutrient Management Plan

### Agency Comments

Public Works: Recommends sign-off from neighbour for use of drainage outlet.

Saugeen Valley Conservation Authority: No objections, provided in full below.

### Public Comments

No comments were received from the public at the time of writing this report.

May 9, 2025  
Our File: 2500278

**Mr. Lorne Shantz**

52 Sideroad 5, Dobbinton  
Municipality of Arran-Elderslie, ON N0H 1L0

Re: 52 Sideroad 5, Dobbinton - Lot Grading & Drainage – Stormwater Management Review

Dear Lorne,

GEI Consultants Canada Ltd. (GEI) has been retained by yourself to complete an updated site plan, lot grading & drainage plan and comment on the site drainage in support of constructing a 1,781 sq.m (19,200 sq.ft) agricultural barn on your property located at 52 Sideroad 5 in the Municipality of Arran-Elderslie (Dobbinton).

This letter has been prepared to address the Bruce County Planning comments submitted by Ms. Megan Stansfield dated January 16, 2025 in response to your 2024 pre-consultation submission.

We take this opportunity to summarize the lot grading, drainage and stormwater impacts relating to the proposed agricultural barn construction proposal.

## **1.0 SITE BACKGROUND INFORMATION AND LOCATIONS:**

The property is 1.055 ha (2.61 acres) in land area and is legally described as Part 1 of Lot 6, Concession 1 in the Geographic Township of Arran, within the Municipality of Arran-Elderslie in the County of Bruce.

We have enclosed Figure 1 – Site Location for your reference.

## **2.0 EXISTING SITE DRAINAGE AND LOT GRADING:**

Based on our background review, correspondence with Bruce County Planning and the Municipality, the site is not regulated by the Saugeen Valley Conservation Authority (SVCA). It should be noted, there is a possibility of the presence of a Class F Municipal Drain located in the roadside ditch fronting the property. However, according to the pre-consultation with Bruce County and Arran-Elderslie, there is no municipal drain within the subject property.

The overall property gradually drains inward from the easterly and westerly property limits towards the center of the lot. The existing slope of the land ranges from approximately 2% to 3% inwards, ultimately directing surface water to a seasonal surface drainage feature (land draw) northwest of the property.

Currently, there is a 750 mm diameter concrete culvert bisecting the property. This culvert conveys seasonal drainage from a natural land draw within the farm field south of the property, through the subject site to the natural draw north of the site. The downstream outlet of this culvert is located in the same location as the main drainage outlet for the existing site drainage. This location will not change as a result of the proposed barn construction.

## 2.1 EXISTING SITE PEAK RUNOFF FLOW RATE ESTIMATION:

To analysis the existing drainage and estimated peak surface water runoff for the site, we have utilized the Rational Method to estimate the peak runoff generated for the Mount Forest (AUT) Intensity-Duration-Frequency (IDF) rainfall data for the site with 43-years of established rainfall.

The Rational Method is one of the most popular methods to correlate rainfall with direct runoff, to estimate the instantaneous maximum peak runoff flow rates from small-to-moderately sized catchments with intensified impervious areas. The following Rational Method formula has been established for the site:

$$Q = CIA/360$$

Q = Peak Runoff Flow Rate (m<sup>3</sup>/s)  
C = Composite Runoff Coefficient (Rc)  
I = rainfall intensity (mm/hr)  
A = Catchment Area in hectares (Ha)

To analyze the existing drainage patterns on-site, a detailed topographic survey has been completed in the Spring of 2025. The current site slopes on average 2.6% (+/-) internally towards the natural land draw north of the site.

The surficial features and impervious areas of the site were estimated based on the topographic survey and site inspections. These areas were assigned individual runoff coefficient values (Rc) relating to the degree of estimated imperviousness of the feature, to establish a composite runoff coefficient (Rc) for the existing drainage catchment in its entirety.

Table 1 below summarizes the existing drainage catchment parameters based on the on-site topographic survey and site inspections completed by our staff.

**Table 1 – Existing Development Catchment Parameters**

Existing Surface Areas:				
ID No.:	Surface Type:	Area (m <sup>2</sup> ):	Area (%):	Runoff Coefficient (Rc):
1	Buildings	1046.30	9.92	0.95
2	Concrete	446.10	4.23	0.95
3	Gravel/Unimproved Area	4194.60	39.75	0.85
4	Grass/Pasture	4863.60	46.10	0.40
<b>Total</b>		<b>10556.60</b>	<b>100%</b>	<b>0.657</b>

The composite runoff coefficient (Rc) established for the existing site is estimated to be 0.657.

Table 2 below summarizes the estimated instantaneous peak runoff flow rates for the 2-year through 100-year Design Storms utilizing the current Mount Forest (AUT) IDF Curve.

**Table 2 – Existing Estimated Instantaneous Peak Runoff Flow (m<sup>3</sup>/s)**

Design Storm	Peak Runoff Flow Rate (m <sup>3</sup> /s)
<b>2-Year</b>	0.135
<b>5-Year</b>	0.161
<b>10-Year</b>	0.182
<b>25-Year</b>	0.230
<b>50-Year</b>	0.274
<b>100-Year</b>	0.310

Rational Method – Mount Forest IDF Curve

We have enclosed Drawing 4 – Existing Catchment Area Plan and a copy of the design calculations with this letter submission for reference.

### 3.0 POST-CONSTRUCTION LOT GRADING & DRAINAGE:

The overall property gradually drains inward from the easterly and westerly property limits towards the center of the lot. These drainage patterns are anticipated to remain the same post-construction. The proposed slope of the land ranges from approximately 0.5% to 5% inwards, ultimately directing surface water to a seasonal surface drainage feature (land draw) northwest of the property as it currently does.

Currently, there is a 750 mm diameter concrete culvert bisecting the property. This culvert conveys seasonal drainage from a natural land draw within the farm field south of the property, through the subject site to the

natural draw north of the site. The downstream outlet of this culvert is located in the same location as the main drainage outlet for the existing and post-construction site drainage. This location will not change as a result of the proposed barn construction.

The property is currently zoned A1-28-2008 and under post-construction, the overall lot coverage for structures based on the current post-construction concept increases from 9.92% to 21.15%. This exceeds the maximum lot coverage (15%) permissible under the current by-laws. Further to this, the minimum Interior Side Yard setback is being proposed as 3.0 m, where the current by-law permits 10 m separation. We understand this will be reflected in the proposed zoning by-law amendment being pursued as part of this submission. Please refer to the Zoning Regulation Matrix on Drawing 1 and Drawing 2 of this submission for further details.

As part of the post-construction lot grading & drainage design, it is proposed to provide additional runoff control measures for the concentrated runoff directed toward the existing outlet. A stone gallery is proposed to be constructed parallel to the northern property line behind the existing outbuilding. This gallery will help contain the runoff on-site, provide limited subsurface storage, limit the velocity & erosion effects of the concentrated drainage at the outlet and promote infiltration. While not required for stormwater management, the stone gallery has an estimated retention volume capacity of 16 m<sup>3</sup>.

### 3.1 POST-CONSTRUCTION SITE PEAK RUNOFF FLOW RATE ESTIMATION:

To analysis the post-construction drainage and estimated peak surface water runoff for the site, we have utilized the Rational Method to estimate the peak runoff generated for the Mount Forest (AUT) Intensity-Duration-Frequency (IDF) rainfall data for the site with 43-years of established rainfall.

The Rational Method is one of the most popular methods to correlate rainfall with and direct runoff to estimate the instantaneous maximum peak runoff flow rates from small-to-moderately sized catchments with intensified impervious areas. The following Rational Method formula has been established for the site:

$$Q = CIA/360$$

Q = Peak Runoff Flow Rate (m<sup>3</sup>/s)  
C = Composite Runoff Coefficient (Rc)  
I = rainfall intensity (mm/hr)  
A = Catchment Area in hectares (Ha)

To analyze the existing and future drainage patterns on-site a detailed topographic survey has been completed in the Spring of 2025. A site plan and lot grading plan has been developed based on the existing topographic survey and the proposed building plans provided by Image Design dates March 25, 2025. The proposed grading of the site slopes on average 2.1% (+/-) and continues to direct runoff internally towards the natural land draw north of the site. The drainage patterns proposed on-site after post-construction will mimic the existing drainage patterns today.

The surficial features and impervious areas of the site have been estimated based on the topographic survey, site inspections and the proposed land use post-construction. These areas were assigned individual runoff coefficient values (Rc) relating to the degree of estimated imperviousness of the feature to establish a composite runoff coefficient (Rc) for the drainage catchment in its entirety.

Table 3 below summarizes the post-construction drainage catchment parameters based on the on-site topographic survey and the proposed site plan and lot grading plan completed by our staff.

**Table 3 – Post-Construction Development Catchment Parameters**

Existing Surface Areas:				
ID No.:	Surface Type:	Area (m <sup>2</sup> ):	Area (%):	Runoff Coefficient (Rc):
1	Buildings	2231.10	21.15	0.95
2	Concrete	2.90	0.03	0.95
3	Gravel/Unimproved Area	3292.60	31.21	0.85
4	Grass/Pasture	5024.00	47.61	0.40
<b>Total</b>		<b>10556.60</b>	<b>100%</b>	<b>0.657</b>

The composite runoff coefficient (Rc) established for the existing site was estimated to be 0.657.

Table 4 below summarizes the post-construction estimated instantaneous peak runoff flow rates for the 2-year through 100-year Design Storms utilizing the current Mount Forest (AUT) IDF Curve.

**Table 4 – Post-Construction Estimated Instantaneous Peak Runoff Flow (m<sup>3</sup>/s)**

Design Storm	Peak Runoff Flow Rate (m <sup>3</sup> /s)
<b>2-Year</b>	<b>0.135</b>
<b>5-Year</b>	<b>0.161</b>
<b>10-Year</b>	<b>0.182</b>
<b>25-Year</b>	<b>0.230</b>
<b>50-Year</b>	<b>0.274</b>
<b>100-Year</b>	<b>0.310</b>

Rational Method – Mount Forest IDF Curve

We have enclosed Drawing 5 – Post-Construction Catchment Area Plan and a copy of the design calculations with this letter submission for reference.

#### 4.0 CONCLUSIONS AND RECOMMENDATIONS:

GEI Consultants Canada Ltd. (GEI) has been retained to a updated site plan, lot grading & drainage plan and comment on the site drainage in support of constructing a 1,781 sq.m (19,200 sq.ft) agricultural barn located at 52 Sideroad 5 in the Municipality of Arran-Elderslie (Dobbinton).

To analysis the existing drainage and estimated peak surface water runoff for the site, we have utilized the Rational Method to estimate the peak runoff generated for the Mount Forest (AUT) Intensity-Duration-Frequency (IDF) rainfall data for the site with 43-years of established rainfall. The Rational Method is one of the most popular methods to correlate rainfall with and direct runoff to estimate the instantaneous maximum peak runoff flow rates from small-to-moderately sized catchments with intensified impervious areas.

While the building area is changing post-construction, many of the catchment parameters utilized in the Rational Method are varying slightly or not at all. Much of the post-construction catchment parameters have very similar runoff coefficients, resulting in composite runoff coefficient for the overall drainage catchments remaining the same. This results in a 'net-zero' post-to-pre-development peak runoff flow rate matching for the site upon completion to the agricultural barn as designed.

The construction of the proposed agricultural barn provides significant benefits to the community by supporting local food production, enhancing agricultural operations, and contributing to the rural economy. While a zoning by-law amendment may be required to permit its construction, the proposed barn will not adversely affect local drainage or stormwater management within the local watershed. The design and placement of the structure will adhere to best practices in site grading and water runoff control, ensuring that the existing environmental conditions and surrounding properties remain unaffected.

We trust this is satisfactory for your needs. Should you have any questions or concerns, please do not hesitate to contact our office.

Yours truly,

GEI CONSULTANTS CANADA LTD.

Per:

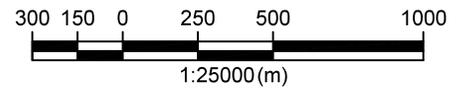


Chris T. Polhamus,  
Technical Specialist



Darren D. Hewgill, B.Eng., P.Eng.  
Senior Project Manager

# MUNICIPALITY OF ARRAN - ELDERSLIE



## 52 SIDEROAD 5 SOUTH SITE LOCATION MAP

Figure No. 1



2500278  
MAY 2025  
Scale: 1:25,000

FILE: \\geiconsultants.com\data\Data\_Storage\Working\LORNE SHANTZ\2500278 Site Development 52 Sideroad 5 South\_Bobbinton\Drawings\8.5x11 Report Figure.dwg LAYOUT: FIGURE 1  
LAST SAVED BY: Chrpol4099, 5/12/2025 4:26:28 PM PLOTTED BY: Polhamus, Christopher, 5/12/2025 4:27:20 PM



**Project Name:** 52 Sideroad 5, Dobbinton  
**Project No.:** 2500278  
**Designed By:** DDH  
**Reviewed By:** CP  
**Revision No.:** 1  
**Date:** May 6, 2025



**Catchment ID: 100**

Area Type:	Area (m <sup>2</sup> )	RC Value
Pasture/Lawn	4863.6	0.4
Gravel/Unimproved	4194.6	0.85
Concrete	446.1	0.95
Building	1046.30	0.95

**Total Area (m<sup>2</sup>)** 10550.6 1.0551 ha

**Composite RC** 0.657

**Time of Concentration (Tc)**

**Formula:** Bramsby-Williams Rc > 0.4

**Catchment Info:**

Length (m) 106.00

Avg. Slope (%) 2.45

Tc = 5.02 Minutes

**Project Name:** 52 Sideroad 5, Dobbinton  
**Project No.:** 2500278  
**Designed By:** DDH  
**Reviewed By:** CP  
**Revision No.:** 1  
**Date:** 5/6/2025



**Catchment ID 100**

**Runoff Coefficient - (Mount Forest Rainfall IDF Curve)**

2 Year	0.66	
5 Year	0.66	
10 Year	0.66	
25 Year	0.72	=C <sub>5</sub> *1.10
50 Year	0.79	=C <sub>5</sub> *1.20
100 Year	0.82	=C <sub>5</sub> *1.25

**Peak Rainfall Intensity** Mount Forest Rainfall IDF Curve

<b>Coeficient</b>	<b>2 YR</b>	<b>5 YR</b>	<b>10 YR</b>	<b>25 YR</b>	<b>50 YR</b>	<b>100 YR</b>
<b>A</b>	22.9	28.4	32.7	38.0	41.9	45.9
<b>B</b>	-0.694	-0.671	-0.661	-0.652	-0.646	-0.642

**Bramsbey-Williams** (Use T = 12 min. if T<sub>c</sub>>12 min.)

2 Year	69.97 mm/hr	TC =	12.00 min.
<b>5 Year</b>	83.62 mm/hr	TC =	12.00
10 Year	94.75 mm/hr	TC =	12.00
<b>25 Year</b>	108.52 mm/hr	TC =	12.00
50 Year	118.51 mm/hr	TC =	12.00
100 Year	128.99 mm/hr	TC =	12.00

**Peak Runoff Rate - Rational Method**

Drainage Area 1.055 ha

2 Year	0.135 m <sup>3</sup> /s
5 Year	0.161 m <sup>3</sup> /s
10 Year	0.182 m <sup>3</sup> /s
25 Year	0.230 m <sup>3</sup> /s
50 Year	0.274 m <sup>3</sup> /s
100 Year	0.310 m <sup>3</sup> /s

**Project Name:** 52 Sideroad 5, Dobbinton  
**Project No.:** 2500278  
**Designed By:** DDH  
**Reviewed By:** CP  
**Revision No.:** 1  
**Date:** May 6, 2025



**Catchment ID: 200**

Area Type:	Area (m <sup>2</sup> )	RC Value
Pasture/Lawn	5024	0.4
Gravel/Unimproved	3292.6	0.85
Concrete	2.9	0.95
Building	2231.10	0.95

**Total Area (m<sup>2</sup>)** 10550.6 1.0551 ha

**Composite RC** 0.657

**Time of Concentration (Tc)**

**Formula:** Bramsby-Williams Rc > 0.4

**Catchment Info:**

Length (m) 118.50

Avg. Slope (%) 2.08

Tc = 5.80 Minutes

**Project Name:** 52 Sideroad 5, Dobbinton  
**Project No.:** 2500278  
**Designed By:** DDH  
**Reviewed By:** CP  
**Revision No.:** 1  
**Date:** 5/6/2025



**Catchment ID 200**

**Runoff Coefficient - (Mount Forest IDF Curve)**

2 Year	0.66	
5 Year	0.66	
10 Year	0.66	
25 Year	0.72	=C <sub>5</sub> *1.10
50 Year	0.79	=C <sub>5</sub> *1.20
100 Year	0.82	=C <sub>5</sub> *1.25

**Peak Rainfall Intensity** Mount Forest Rainfall IDF Curve

Coeficient	2 YR	5 YR	10 YR	25 YR	50 YR	100 YR
A	22.9	28.4	32.7	38.0	41.9	45.9
B	-0.694	-0.671	-0.661	-0.652	-0.646	-0.642

**Bramsbey-Williams** (Use T = 12 min. if T<sub>c</sub>>12 min.)

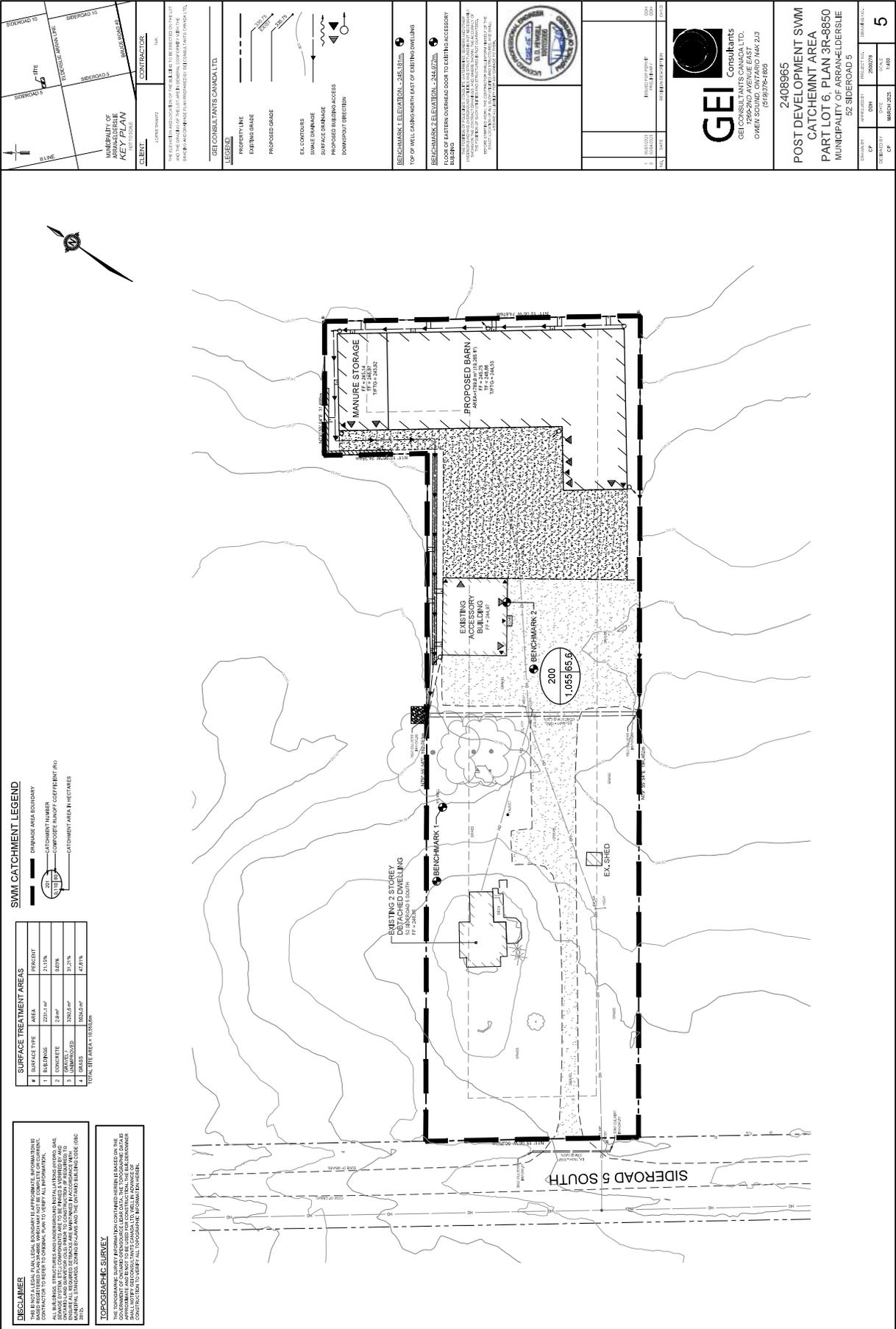
2 Year	69.97 mm/hr	TC	=	12.00	min.
<b>5 Year</b>	83.62 mm/hr	TC	=	12.00	
10 Year	94.75 mm/hr	TC	=	12.00	
<b>25 Year</b>	108.52 mm/hr	TC	=	12.00	
50 Year	118.51 mm/hr	TC	=	12.00	
100 Year	128.99 mm/hr	TC	=	12.00	

**Peak Runoff Rate - Rational Method**

Drainage Area 1.055 ha

	<b>CA200</b>	<b>CA100</b>
2 Year	0.135 m <sup>3</sup> /s	0.135 m <sup>3</sup> /s
5 Year	0.161 m <sup>3</sup> /s	0.161 m <sup>3</sup> /s
10 Year	0.182 m <sup>3</sup> /s	0.182 m <sup>3</sup> /s
25 Year	0.230 m <sup>3</sup> /s	0.230 m <sup>3</sup> /s
50 Year	0.274 m <sup>3</sup> /s	0.274 m <sup>3</sup> /s
100 Year	0.310 m <sup>3</sup> /s	0.310 m <sup>3</sup> /s





**GEI Consultants**  
1226 MIDLAND AVENUE EAST  
OWEN SOUND, ONTARIO N4K 2J9  
(519) 426-5486

**2408965**  
POST DEVELOPMENT SWM  
CATCHMENT AREA  
PART LOT 6, PLAN 3R-8850  
MUNICIPALITY OF ARRAN-ELDERSLIE  
52 SIDEROAD 5

DATE	REVISED BY	DESCRIPTION
1987	1987	1987
1988	1988	1988
1989	1989	1989
1990	1990	1990
1991	1991	1991
1992	1992	1992
1993	1993	1993
1994	1994	1994
1995	1995	1995
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2019	2019	2019
2020	2020	2020
2021	2021	2021
2022	2022	2022
2023	2023	2023
2024	2024	2024
2025	2025	2025

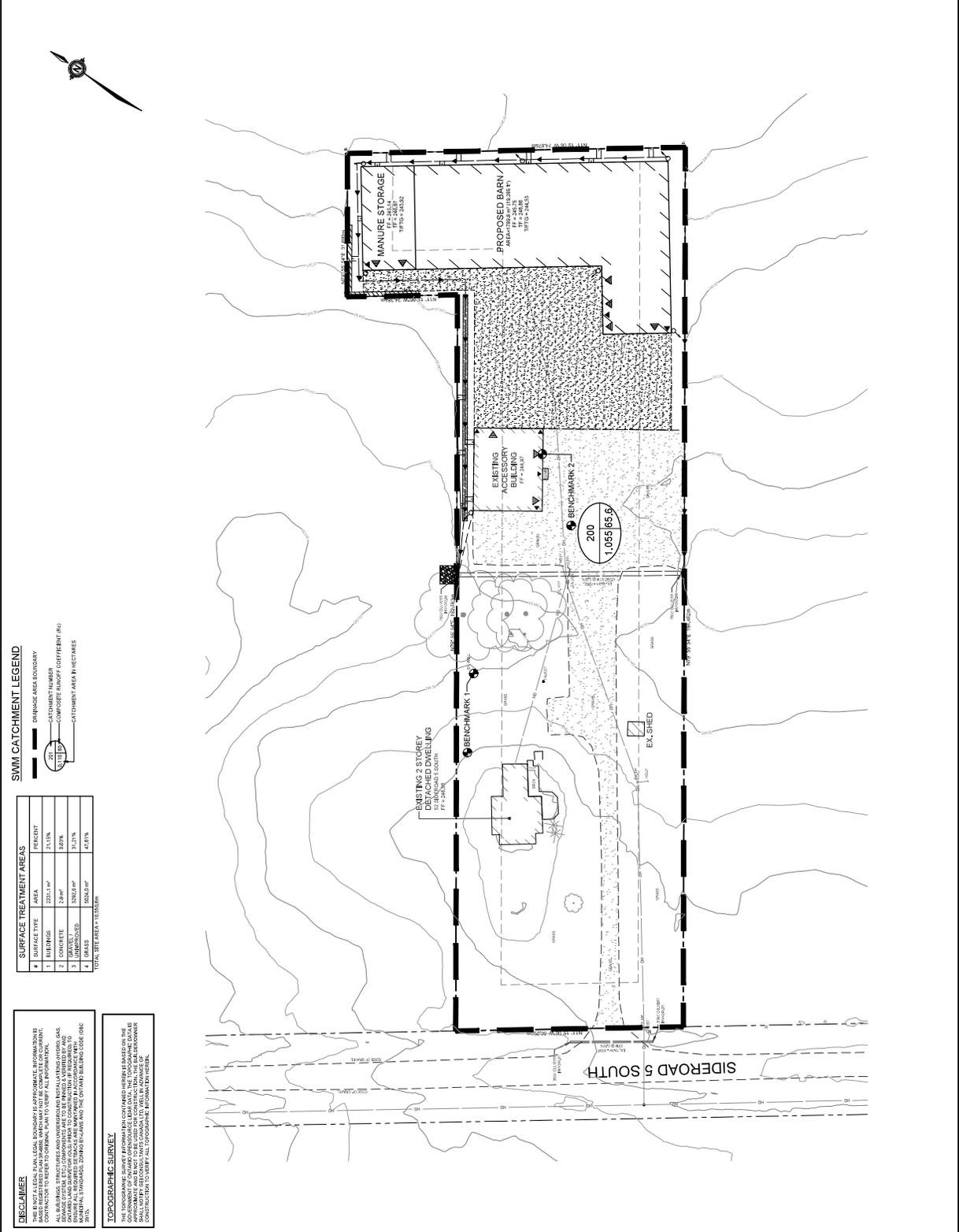
**PROFESSIONAL ENGINEER**  
GEOFFREY W. HARRIS  
1987-1990  
1991-1994  
1995-1998  
1999-2002  
2003-2006  
2007-2010  
2011-2014  
2015-2018  
2019-2022  
2023-2025

**PROFESSIONAL ENGINEER**  
GEOFFREY W. HARRIS  
1987-1990  
1991-1994  
1995-1998  
1999-2002  
2003-2006  
2007-2010  
2011-2014  
2015-2018  
2019-2022  
2023-2025

**KEY PLAN**  
MUNICIPALITY OF ARRAN-ELDERSLIE  
52 SIDEROAD 5

**CLIENT:** GRI CONSULTANTS CANADA LTD.  
**CONTRACTOR:** [Blank]

**LEGEND:**  
PROPERTY LINE  
EXISTING GRADE  
PROPOSED GRADE  
EX. CONTOURS  
SWALE DRAINAGE  
SURFACE DRAINAGE  
PROPOSED BUILDING ACCESS  
DOWNPOUT DIRECTION



**DISCLAIMER**  
THIS IS NOT A LEGAL PLAN. LEGAL BOUNDARY IS APPROXIMATE. INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY ALL INFORMATION. ALL DIMENSIONS OF STRUCTURES AND DISTANCES ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS.

**TOPOGRAPHIC SURVEY**  
THE TOPOGRAPHIC SURVEY INFORMATION CONTAINED HEREIN IS BASED ON THE APPROXIMATE AND MAY BE SUBJECT TO CHANGE. CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS.

**KEY PLAN**  
MUNICIPALITY OF ARRAN-ELDERSLIE  
52 SIDEROAD 5

**CLIENT:** GRI CONSULTANTS CANADA LTD.  
**CONTRACTOR:** [Blank]

**LEGEND:**  
PROPERTY LINE  
EXISTING GRADE  
PROPOSED GRADE  
EX. CONTOURS  
SWALE DRAINAGE  
SURFACE DRAINAGE  
PROPOSED BUILDING ACCESS  
DOWNPOUT DIRECTION

**BENCHMARK 1 ELEVATION: 246.10m**  
**BENCHMARK 2 ELEVATION: 244.92m**  
FLOOR OF EASTERN OVERHEAD DOOR TO EXISTING ACCESSORY BUILDING

**MANURE STORAGE**  
EXISTING BUILDING  
PROPOSED BARN  
EXISTING BUILDING  
EX. SHED

**200**  
**1,056.65 \$**

**SIDEROAD 5 SOUTH**

## Approval of Nutrient Management Strategy - 61850 Under Regulation 267/03, as amended

*Nutrient Management Act, 2002*

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Please use your operation identifier 61850 whenever you contact the Ministry by telephone, e-mail, post or other means. It will assist the ministry to locate your Nutrient Management file as quickly as possible.

This Approval is issued to the Owner of the Approved Agricultural Operation because the Director is satisfied that there is nothing under the Regulation, or the Act, that prevents the issuance of this Approval.

This Approval is issued to:

**Lorne Shantz, Dorothy Shantz**  
**52 SIDERD 5 ELDERSLIE**  
**DOBBINTON ON N0H 1L0**  
**Canada**

### Definitions

1. For the purposes of this Approval, the following terms shall have the meaning described below:
  - a) "Act" means the *Nutrient Management Act, 2002*, S.O. 2002, c.4.
  - b) "Agricultural Operation" means agricultural operation as defined in the Act.
  - c) "Agricultural Source Material" means agricultural source material as defined in the *Regulation*.
  - d) "Approval" means this approval including Schedules A and B;
  - e) "Approved Farm Unit" means the properties described in the application contained in Schedule B, as amended in accordance with this Approval and the Regulation.
  - f) "Approved Agricultural Operation" means the Agricultural Operation described in the application contained in Schedule B as amended in accordance with this Approval and the Regulation.
  - g) "Director" means a Director appointed under subsection 3 (1) of the Act for the purposes of section 28 of the Regulation;
  - h) "Farm Unit" means farm unit as described in section 5 of the Regulation.
  - i) "Ministry" means the Ministry of Agriculture, Food and Rural Affairs;
  - j) "Nutrient" means nutrient as defined in the Act;
  - k) "Owner/Operator" means the person to whom this approval is issued; and
  - l) "Regulation" means Ontario Regulation 267/03 made under the Act.

## Approval of Nutrient Management Strategy - 61850 Under Regulation 267/03, as amended

*Nutrient Management Act, 2002*

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Pursuant to the Act and Regulation, the Director approves the nutrient management strategy identified by submission number 61850 that is Schedule B of this Approval subject to the conditions set out in Schedule A.

This Approval Applies to the Approved Agricultural Operation and Approved Farm Unit described in Schedule B as updated in accordance with the Regulation.

### Interpretation

1. Where there is a conflict between a provision of the *Act* or the *Regulation* and any condition of this Approval, the provision of the *Act* or *Regulation* shall take precedence. Where there is a conflict between a provision of Schedule B of this Approval and any other provision of this Approval, the latter shall prevail. For greater certainty, a conflict only occurs where compliance with one provision would make compliance with the other provision impossible.
2. The conditions of this Approval are severable. If any condition of this Approval, or the application of any condition of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.
3. The issuance of, and compliance with, this Approval does not relieve the Owner of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement.

### Schedules

This Approval incorporates Schedules A and B attached hereto.

<b>Schedule</b>	<b>Description</b>
A	Conditions and Reasons for Conditions
B	Nutrient Management Strategy Approvals Submission

## Approval of Nutrient Management Strategy - 61850 Under Regulation 267/03, as amended

*Nutrient Management Act, 2002*

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### **Schedule A**

#### Conditions

This Approval is subject to the following conditions:

#### General

1. The Owner shall provide written notice to the Ministry of the Environment, Conservation and Parks - Area District Office and the Director that the Approved Agricultural Operation will use land that is part of a Farm Unit subject to another nutrient management strategy at least 30 days before starting such use and such notice shall include a description of the land being added.

## Approval of Nutrient Management Strategy - 61850 Under Regulation 267/03, as amended

*Nutrient Management Act, 2002*

### IMPORTANT

In accordance with Section 9 of the *Nutrient Management Act, 2002*, you may by written notice, that you serve upon me and the Ontario Land Tribunal **within 15 days of receipt of this Notice**, require a hearing by the Tribunal. This section provides that the Notice requiring a hearing shall state:

- (a) the portions of the approval in respect of which the hearing is required; and
- (b) the grounds on which the applicant for the hearing intends to rely at the hearing.

*Nutrient Management Act 2002, s. 9 (6).*

In addition to these legal requirements, you should also include:

- your name and address
- the operation identifier
- the name of the Director who signed the approval.

This Notice requiring a hearing should be signed and dated by yourself, and must be served upon:

**The Secretary**  
**Ontario Land Tribunal**  
**655 Bay Street, Suite 1500**  
**Toronto, Ontario**  
**M5G 1E5**

and

**The Director, Approvals**  
**Environmental Management Branch**  
**Ministry of Agriculture, Food**  
**and Rural Affairs**  
**1 Stone Road West**  
**Guelph, Ontario**  
**N1G 4Y2**

Further information on the Ontario Land Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Email: [OLT.General.Inquiry@ontario.ca](mailto:OLT.General.Inquiry@ontario.ca) or Tel: (416) 212-6349, Toll free 1-866-448-2248 or [www.olt.gov.on.ca](http://www.olt.gov.on.ca), or TTY 1-800-855-1155.

Dan J

Carlow

Digitally signed  
by Dan J Carlow  
Date: 2024.10.14  
17:34:10 -04'00'

Director  
Section 3, *Nutrient Management Act, 2002*

## Approval of Nutrient Management Strategy - 61850 Under Regulation 267/03, as amended

*Nutrient Management Act, 2002*

---

### **Reasons for Conditions**

The reason for conditions 1 is to ensure that the Ministry of the Environment, Conservation and Parks Area District Office and the Director are aware that the Approved Agricultural Operation will be operating on land that is already part of a farm unit and can ensure that the appropriate nutrient management strategies are updated to avoid the over application of nutrients on that land.

Approval of Nutrient Management Strategy - 61850  
Under Regulation 267/03, as amended  
*Nutrient Management Act, 2002*

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**Schedule B**

Nutrient Management Strategy Approvals Submission



## Nutrient management strategy (Lorne & Dorothy Shantz 24, Fall 2024 - Fall 2025)

### General information

Please ensure you retain a copy of the completed NM Strategy (and NM Plan, if applicable) for your records. It is your responsibility to keep copies of the documents that comprise your approved NMS. You will be contacted by OMAFRA staff if you are required to provide additional information during the review process. You are required to update the NM Strategy and to keep it on file and available for inspection, if requested.

### Reason for submission

This document has been prepared for approval .  
Constructing or expanding a building or structure to house farm animals or store manure : Duck barn & solid manure storage.

### Preparer information

**Preparer**  
Cleon Martin  
(AOSPDC20392)

**Contact details**  
9481 Sally Street  
Mount Forest , ON , Canada N0G 2L0  
519-591-5342  
nutrientplans@gmail.com

### Agricultural operation information

**Operator contact information**  
Lorne Shantz  
52 SIDERD 5 ELDERSLIE  
DOBBINTON, ON  
N0H 1L0  
519-353-7170

**Owner is the same as the operator**  
Yes

**Operation type**  
Partnership / joint submission

**Partner names**  
Lorne Shantz, Dorothy  
Shantz

**Federal business number**  
790600225

### Nutrient management strategy summary

**Total nutrient units (this farm unit)**  
25.5 NU

**Total tillable area**  
0 ac

**Non-NMA transfer area**  
90 ac

**Previous NASM or NMS submission IDs**  
None (None)

#### Statements

- Municipal well(s) do not exist within 100 m of the farm unit
- A NMP hasn't been required for this farm unit in the past
- A NMP is not required for this farm but recommended as a BMP

#### Storage groups with less than 240 days of storage

- None (None)

#### New/expanding storages that require engineering

- Storage Group 1 (Storage 1)
- Storage Group 1 (Storage 2)

#### Storages that require runoff management

- None (None)

**Farm unit summary**

**Farm A**

<b>This farm</b> <ul style="list-style-type: none"> <li>Generates ASM</li> <li>Receives ASM</li> <li>Receives commercial fertilizer</li> </ul>	<b>Status</b> Owned	<b>Tillable area</b> 0 ac
<b>Farm location</b> County of Bruce , Municipality of Arran-Elderslie <ul style="list-style-type: none"> <li>ARRAN, Concession: 1 , Lot: 6 (Generates ASM)</li> </ul>	<b>Roll numbers</b> <ul style="list-style-type: none"> <li>4103490001078100000</li> </ul>	<b>911 address (if available)</b> 52 SIDERD 5 ELDERSLIE DOBBINTON ON N0H 1L0

**Storage system summary**

**System A**

<b>Start/end date</b> Sep, 2024- Aug, 2025 (1 year )	<b>Total nutrient units</b> 25.5 NU
<b>Source Material</b>	
Ducks (2680, Ducks, Peking, Breeders)	
<b>Average weight</b> 6.5 lb	<b>Total utilization</b> 100 %
<b>Estimated livestock barn area</b> 13400 ft <sup>2</sup>	<b>Solid</b> 38341 ft <sup>3</sup> , 57% DM
	<b>Nutrient units</b> 25.5 NU

**Storages**

**Storage Group 1 ( Solid , 2 Storages )**

<b>Input materials</b> Ducks (Solid)	<b>Actual storage capacity</b> 314 days ( 33008 ft³ )
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**Storage 1 (Rectangular)**

<b>New/expanding storage</b> Yes 	<b>Earthen walls or floor</b> No	<b>Covered</b> Yes
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**Dimensions**

- Average Depth: 0.7 ft
- Wall Height (z): 9 ft
- Length (x): 70 ft
- Width (y): 191.5 ft

<b>Days of storage</b> 89 days	<b>Total Capacity</b> 9383 ft³	<b>Material Capacity</b> 9383 ft³
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**Rainfall Capacity**  
NA (Not available)

**Storage 2 (Rectangular)**

<b>New/expanding storage</b> Yes 	<b>Earthen walls or floor</b> No	<b>Covered</b> Yes
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**Dimensions**

- Average Depth: 7 ft
- Wall Height (z): 6 ft
- Length (x): 75 ft
- Width (y): 45 ft

<b>Days of storage</b> 225 days	<b>Total Capacity</b> 23625 ft³	<b>Material Capacity</b> 23625 ft³
------------------------------------	------------------------------------	---------------------------------------

**Rainfall Capacity**  
NA (Not available)

**Nutrient content & utilization**

**Storage Group 1 (Solid)**

<b>Input materials</b> Storage Group 1 (Solid)	<b>Material type</b> Ducks	
<b>Total amount (Solid, 1 years)</b> 38340 ft³ ( 57 % DM)	<b>Yearly amount</b> 38446 ft³/year (511 ton/year)	<b>Transferred out (1 years)</b> 509 ton (100 %)
<b>Land applied (1 years)</b> NA (Not available)	<b>Dry Matter (DM)</b> 49.576 %	

**Transfer contacts**

Brian Dudgeon

<p><b>Contact information</b>                  Brian Dudgeon                  1128 BRUCE RD 40                  DOBBINTON, ON                  Canada NOH 1L0                  519-270-2500</p>	<p><b>Outgoing transfers</b>                  Yes</p>	<p><b>Incoming transfers</b>                  No</p>
<p><b>Transfer type</b>                  Non-NMA                  Strategy/Plan</p>	<p><b>Tillable area</b>                  90 ac</p>	<p><b>Livestock exists on this property</b>                  No</p>
<p><b>Transfer location information</b>                  County of Bruce , Municipality of Arran-                  Elderslie                  • ARRAN, Concession: 1 , Lot: 5</p>	<p><b>Roll numbers</b>                  • 4103490001077000000</p>	

**Outgoing transfer summary**

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**Storage Group 1**

Contact name	Date	Amount
Brian Dudgeon	Sep 1, 2024	509.5 ton ( 1 transfer )

**Flag summary**

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- 
**Engineering Required (Storage 2)**  
 Engineering is required for this storage.
- 
**Engineering Required (Storage 1)**  
 Engineering is required for this storage.

**Farm unit declaration form and NMS/P signoff form**

The undersigned declares that the information contained in this Nutrient Management Plan and/or Nutrient Management Strategy:

1. identifies the Farm Unit on which the operations to which this strategy or plan applies is carried out;
2. provides an accurate description of the Agricultural Operation;
3. has been completed in accordance with the Regulation, the Nutrient Management Protocol and the Sampling and Analysis Protocol;
4. contains a contingency plan consistent with the Nutrient Management Protocol, part 12; and
5. is complete.

**Signatures**

<p><u>Cleon Martin (AOSPDC20392)</u> Plan preparer</p>	 <small>Signer ID: HVU8GZM93C...</small> Signature	<p><u>2024.10.07</u> Date (mmm-dd-yyyy)</p>
<p><u>Lorne Shantz</u> Operator of the agricultural operation</p>	 <small>Signer ID: HVU8GZM93C...</small> Signature	<p><u>2024.10.07</u> Date (mmm-dd-yyyy)</p>

**Notice**

Information collected for the NMS/P is about your farm business and is collected under the Nutrient Management Act, S.O. 2002, c.4, as amended and its regulations. It will be to identify the operation as subject to provisions under the Nutrient Management Act. The information may be shared with other ministries, municipalities and external experts for the purposes of approval, administration of the program, inspection and enforcement. Information from this form may be made available for program or policy evaluation and research related to nutrient management, environmental management or agricultural issues. Under the Nutrient Management Act this document may be made available in a public registry. All information may be subject to disclosure under the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 and may be made available on request.

Questions about this collection should be directed to the Manager, Approvals, Certification and Licensing, Environmental Management Branch, Ministry of Agriculture, Food and Rural Affairs, [1 Stone Road West, Guelph ON N1G 4Y2](#), Email: [NutrientManagement.ONeSourceForms@ontario.ca](mailto:NutrientManagement.ONeSourceForms@ontario.ca).

## Appendix A (NMS Approvals Submission)

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Please provide the following documents in the same order as listed:

1. Overview of the Operation

As included below

2. Farmstead Sketch (attach sketch and label clearly)

Farmstead Sketch (The farmstead sketch(s) may be an aerial photo, computer generated or hand drawn and must include/address the following items, either by including them on the sketch, or indicating on the sketch that they do not exist. Sketch should be readable and include north arrow)

- a. Location of generation facilities and storage(s):
  - i. Permanent, temporary and proposed generating facilities
  - ii. Permanent, temporary and proposed storage facilities and sites
  - iii. Dimensions of all generating and storage facilities and sites
- b. Distance from sensitive features to the nearest permanent nutrient storage/generating facility, including:
  - i. Known wells (includes gas, oil, test and water wells)
  - ii. Municipal wells
  - iii. Tile inlets
  - iv. Surface water (as defined in Part I of O.Reg. 267/03)
- c. For nutrient storages within 50 m of surface water, show a Flow Path of at least 50 m to surface water or tile inlet.

## Overview of operation

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### Question 1 - Reason for submission

Duck barn & solid storage.

### Question 2 - Type and size of the operation

Duck operation.

### Question 3 - Overview of livestock/poultry facilities and practices that impact nutrient management

- Solid nutrients will be transferred into "2" with front end loader.
- Pack areas are cleaned 4 times annually.

### Question 4 - Prescribed material produced and received

No NASMs applied on the operation.

### Question 5 - Overview of cropping and management practices

No tillable crop land is present within this operation.

### Question 6 - Explain all flags shown in the NMS printout

All nutrients generated are transferred off site.



**Section 1 – Project Information**

Project Name

Lorne Shantz

**Project Mailing Address**

Unit No.	Street No.	Street Name	Rural Route	PO Box
	52	SIDERD 5 ELDERSLIE		
City/Town/Village			Province	Postal Code
DOBBINTON			Ontario	N0H 1L0

**Section 2 – Applicant Declaration**
**Declaration**

This is to certify that I, as the Applicant, understand that under *the Nutrient Management Act, 2002* and Ontario Regulation 267/03, as amended, I am required to retain professional engineering services for design and general review of certain projects and situations. I also understand that it is my responsibility to submit a completed **Engineer's Commitment Certificate** signed and dated by the Professional Engineer(s) who will provide design and general review of the project components identified on this form. The Engineer's Commitment Certificate will be submitted to the Chief Building Official at the local building authority as part of my building permit application for the related project.

Applicant Last Name

Shantz

Applicant First Name

Lorne

Applicant Signature



Date (yyyy/mm/dd)

2024/10/07

**Section 3 – Project Components Information**

Signer ID: HVU8GZMJ9C...

Project Components Requiring Engineering All in accordance with Ontario Regulation 267/03, as amended, and all applicable law.	Design/General Review Required	
<b>A. Site Characterization performed by a Professional Engineer or Geoscientist*</b> Sub-surface information, soil properties, water table and bedrock location. *Geoscientist retained to perform a Site Characterization evaluation must be a member of the Association of Professional Geoscientists of Ontario.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>B. Synthetic or Compacted Soil Liner.</b> Design details, including details of site review and testing where applicable.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>C. Earthen Storage Facilities</b> Siting, design and construction of a permanent nutrient storage facility made of earth, including details for any embankment penetrations to accept transfer system piping and to prevent leakage at those locations.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>D. Liquid Storage Facilities</b> Siting, design and construction of a permanent liquid nutrient storage facility. Includes wall openings where transfer piping penetrates permanent liquid nutrient storage, sump or holding pit, where nutrient leakage could occur. All such openings shall include provision for flexible watertight gasket or membrane to prevent leakage, and design details shall be included with the structural drawings. <b>Liner – Unless a designer has been identified in Part B, then the following applies.</b> If the site characterization report either specifies a liner or reveals a soil condition that requires a liner be used, the structural engineer designing the storage is responsible for incorporating a liner in the design drawings and specifications, and for site review of same.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>E. Transfer Systems</b> Design and construction to include all piping, connections and associated fittings/couplings to prevent leakage of liquid nutrients transferred to a permanent liquid storage. Flush systems are considered transfer systems. Coordinate with structural engineer regarding wall penetrations for transfer system piping and fittings that prevent leakage at the connection. <b>Commercial pump systems:</b> If the design of transfer system piping – type, size, operating pressure and gasketed connections – is clearly described in the pump manufacturer's installation guide and specification, then only site review of construction is required. <b>Note:</b> Design of wall openings in nutrient storages, sumps and holding pits to accept transfer system piping shall be designed by a qualified professional engineer.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A

<b>F. Solid Storage Facilities</b> Siting, design and construction of a permanent solid nutrient storage facility. Note: If a solid storage is to hold rainfall or any other liquid (excluding milkhouse washwater that meets the requirements of s.61.5 of the Regulation), it must be designed as a liquid storage (see Liquid Storage Facilities). Note: The structural engineer designing the storage must ensure a runoff management system is included as part of the storage design, and is in place.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
<b>G. Vegetative Filter Strip System (VFSS)</b> Siting, design and construction. Reference OMAFRA publication 826 for design details.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>H. Facilities for the Storage of Off-Farm Anaerobic Digestion Material</b> Siting, design and construction for storage facilities.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>I. Regulated Mixed Anaerobic Digestion System</b> Siting, design and construction for digester construction and operation.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>J. Further Treatment System for Off-Farm Anaerobic Digestion Materials</b> Siting, design and construction of further treatment systems.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>K. Design of Facility to Reduce Total Volatile Solids by at least 50 per cent</b> If digester operation has less than 20 day average AD treatment time.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>L. Design of Facility to Reduce Total Volatile Solids by at least 50 per cent</b> If digester is operated at less than 35 degrees Celsius.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
<b>M. Minimization of Odour Emissions</b> For facilities accepting off-farm materials from Schedule 2, or facilities storing OC1 or OC2 Non-Agricultural Source Materials.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A

**Appendix B (Other Information)**

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Please include any other information that pertains to the Nutrient Management Strategy that is not part of the NMAN printout or Appendix A.

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# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

1925 Bruce Road 10, Box 70, Chesley, ON N0G 1L0  
519-363-3039 Fax: 519-363-2203

June 17, 2025

County of Bruce  
Planning & Economic Development Department  
578 Brown Street  
Box 129  
Warton, ON N0H 2T0

Via Email: [mstansfield@brucecounty.on.ca](mailto:mstansfield@brucecounty.on.ca)

**Re: Zoning By-law Amendment Application Z-2025-069  
Shantz  
52 Sideroad 5 South  
Part Lot 6, Concession 1, Part 1, Plan 3R-8850, geographic Township  
of Arran**

Arran-Elderslie staff have reviewed the above noted application and provide the following comments:

Works Manager

- GEI has completed a Stormwater Management review; however, the Municipality is requesting a formal letter of permission or acknowledgment from the adjacent landowner where the stormwater outlet is situated.

CAO/Clerks –

- No comments.

Should you require further information or documentation, please contact the undersigned.

Yours truly,  
MUNICIPALITY OF ARRAN-ELDERSLIE

Per:

*CE Fraser-McDonald*

Christine Fraser-McDonald  
Clerk

[cfraser@arran-elderslie.ca](mailto:cfraser@arran-elderslie.ca)



1078 Bruce Road 12 | P.O. Box 150 | Formosa ON  
 Canada | N0G 1W0 | 519-364-1255  
[www.saugeenconservation.ca](http://www.saugeenconservation.ca)  
[publicinfo@svca.on.ca](mailto:publicinfo@svca.on.ca)

SENT ELECTRONICALLY ONLY: [bcplwi@brucecounty.on.ca](mailto:bcplwi@brucecounty.on.ca)

June 3, 2025

County of Bruce  
 Planning & Development Department  
 268 Berford Street, PO Box 129  
 Warton, ON N0H 2T0

ATTENTION: Megan Stansfield, Planner

Dear Megan Stansfield,

RE: Application for Proposed Zoning By-law Amendment Z-2024-069  
 52 Sideroad 5 South Arran  
 ARRAN CON 1 PT LOT 6 RP;3R8850 PART 1  
 Roll No.: 410349000107810  
 Geographic Township of Arran  
 Municipality of Arran/Elderslie

The above-noted application has been received by the Saugeen Valley Conservation Authority (SVCA) in accordance with the Mandatory Programs and Services Regulation (Ontario Regulation 686/21) made under the *Conservation Authorities Act* (CA Act). SVCA staff have reviewed the proposal for consistency with SVCA's environmental planning and regulation policies made in conformance with the Provincial Planning Statement, CA Act, O. Regulation 41/24, and associated provincial guidelines. Where a Memorandum of Agreement (MOA) exists between a planning partner and the SVCA, staff have reviewed the application for conformity with the natural hazard policies of the applicable Municipality or County.

This zoning by-law amendment proposes to rezone the property to Agricultural Special, to permit a reduced interior side yard setback of 3m and an increased maximum lot coverage of 22%. If approved, the amendment will facilitate the construction of an approximately 1800 sq m barn.

### **Drinking Water Source Protection**

The subject property appears to SVCA staff to not be located within an area that is subject to the local Drinking Water Source Protection Plan. To confirm, please contact the Risk Management Official (RMO) at [rmo@greysable.on.ca](mailto:rmo@greysable.on.ca)

Shantz Z-2024-069

June 3, 2025

Page 2 of 2

## Summary

SVCA staff find the application acceptable. The subject property does not contain any floodplains, watercourses, shorelines, wetlands, valley slopes or other natural hazard features of interest to SVCA or environmental features or as per our MOA with the County of Bruce. As such, it is the opinion of SVCA staff that the application is consistent with the Natural Hazard policies of the Provincial Policy Statement (PPS, 2024) and the Count/local Official Plan. Additionally, the property is not in a SVCA regulated area, and therefore, a permit from the SVCA is not required for development activities related to this application.

Please be advised, SVCA mapping indicates a closed portion of the Wolfe Municipal Drain runs along the south property boundary. We recommend the applicant consult with the Municipal Drainage Superintendent to verify the drain location and setbacks for construction.

Please inform this office of any decision made by the planning approval authority regarding this application. We respectfully request to receive a copy of the decision and notice of any appeals filed.

Should you have any questions, or require this information in an accessible format, please contact the undersigned Jason Dodds at [j.dodds@svca.on.ca](mailto:j.dodds@svca.on.ca).

Sincerely,



Jason Dodds  
Environmental Planning Technician  
Saugeen Valley Conservation Authority  
JD/

Encl:

cc: Christine Fraser-McDonald, Clerk representing Arran-Elderslie (via email)  
Moiken Penner, SVCA Authority Member representing Arran-Elderslie (via email)

## Accessibility Notice:

Saugeen Valley Conservation Authority (SVCA) is committed to providing accessible information and communications in accordance with the Accessibility for Ontarians with Disabilities Act (AODA). If you use assistive technology and the format of this document interferes with your ability to access the information, please contact us at [www.saugeenconservation.ca/access](http://www.saugeenconservation.ca/access), email [accessibility@svca.on.ca](mailto:accessibility@svca.on.ca), or call 519-364-1255. We will provide or arrange for the provision of an accessible format or communication support, at no additional cost, in a timely manner.



County of Bruce  
 Planning & Development Department  
 268 Berford Street, PO Box 129  
 Wiarton, ON N0H 2T0  
 brucecounty.on.ca  
 226-909-5515



May 27, 2025

File Number: Z-2024-069

## Public Meeting Notice

**You're invited to a Public Meeting to consider  
 Zoning By-Law Amendment File No. Z-2024-069  
 June 23, 2025 at 9:00 am**

A change is proposed in your neighbourhood: This zoning by-law amendment proposes to rezone the property to Agricultural Special, to permit a reduced interior side yard setback of 3m and an increased maximum lot coverage of 22%. If approved, the amendment will facilitate the construction of an approximately 1800 sq m barn.



52 Sideroad 5 South, ARRAN CON 1 PT LOT 6 RP;3R8850 PART 1  
 Municipality of Arran-Elderslie, Roll Number 410349000107810

## Learn more

Additional information about the application is available online at <https://www.brucecounty.on.ca/active-planning-applications>. Information can also be viewed in person at the County of Bruce Planning Office noted above, between 8:30 a.m. and 4:30 p.m. (Monday to Friday). The Planner on the file is Megan Stansfield.

## Have your say

Comments and opinions submitted on these matters, including the originator's name and address, become part of the public record, may be viewed by the general public and may be published in a Planning Report and Council Agenda. Comments received after **June 13, 2025** may not be included in the Planning Report but will be considered if received prior to a decision being made, and included in the official record on file.

**Before the meeting:** You can submit comments by email to [bcplwi@brucecounty.on.ca](mailto:bcplwi@brucecounty.on.ca), mail, or phone (226-909-5515) if you have any questions, concerns or objections about the application. Comments will be provided to Council for its consideration.

**On the day of and during the Public Meeting:** You may attend the Public Meeting in person at the Town Hall and speak directly to Council.

## How to access the Public Meeting

The public meeting will be held in person, in the municipal Council Chambers located at 1925 Bruce Road 10, Chesley, ON, N0H 1L0. Seating may be limited and you may be required to wait outside until called upon to speak. As an alternative, you may submit written comments to the Bruce County Planning Department which will be considered at the meeting.

Please contact Clerk Christine Fraser-McDonald at [cfraser@arran-elderslie.ca](mailto:cfraser@arran-elderslie.ca) or 519-363-3039, ext. 101 if you have any questions regarding how to participate in the meeting.

## Stay in the loop

If you'd like to be notified of the decision of the approval authority on the proposed application(s), you must make a written request to the Bruce County Planning Department.

## Know your rights

Section 34(11) of the [Planning Act](#) outlines rights of appeal for Zoning By-law Amendment applications.

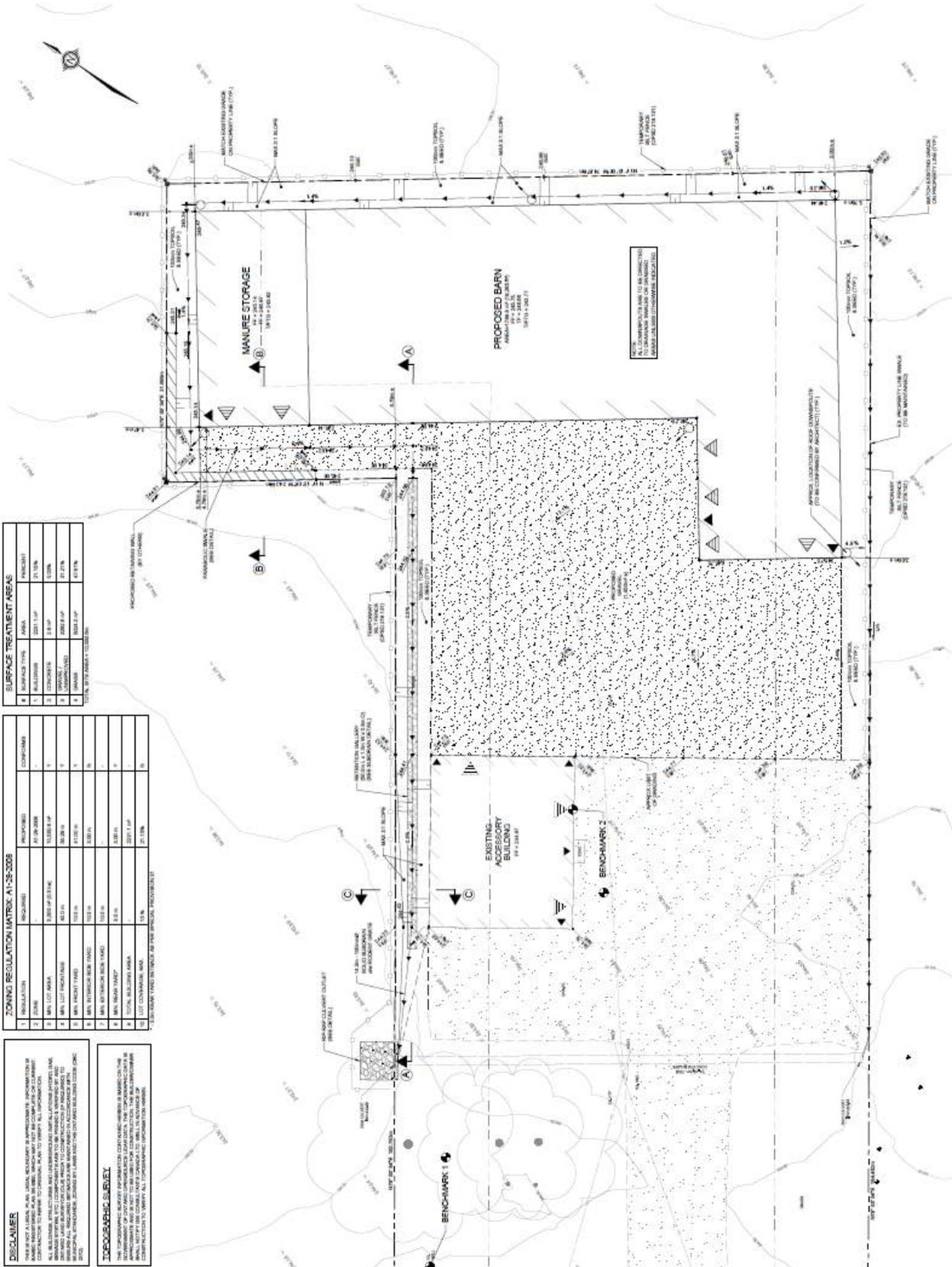
If a person or public body would otherwise have an ability to appeal the decision of the Council of the Municipality of Arran-Elderslie to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Arran-Elderslie before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Municipality of Arran-Elderslie before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

**Please note that third parties (anyone who is not a specified person or public body) do not have the right to appeal a decision to the Ontario Land Tribunal.**

For more information please visit the Ontario Land Tribunal website at <https://olt.gov.on.ca/appeals-process/>.

# Site plan



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

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**BY-LAW NO. xx – 2025**

BEING A BY-LAW TO AMEND SCHEDULE A OF BY-LAW NO. 36-09, AS  
AMENDED  
(BEING THE COMPREHENSIVE ZONING BY-LAW OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE)  
RE: ARRAN CON 1 PT LOT 6 RP; 3R8850 PART 1, 52 Sideroad 5 South Arran

Whereas Section 34(1) of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended, provides that: "Zoning by-laws may be passed by the councils of local municipalities:

1. For prohibiting the use of land, for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway.
2. For prohibiting the erecting, locating or using of buildings or structures for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway."

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

1. THAT Schedule "A" of By-law No. 36-09, as amended being the Comprehensive Zoning By-law for the Municipality of Arran-Elderslie, is hereby further amended by changing thereon from General Agriculture Special - 'A1-28-08' to General Agriculture Special 'A1-XX-2025' of the subject lands, as outlined in Schedule 'A', attached hereto and forming a part of this by-law.
2. THAT By-law No. 36-09, as amended, is hereby further amended by adding the following subsection to Section 6.4 thereof:

'A1-XX-2025'

.xx Notwithstanding their General Agriculture 'A1' zoning designation, those lands delineated as A1-xx-2025 on Schedule 'A' to this By-law shall be used in compliance with the 'A1' zone provisions contained in this by-law, excepting however:

- i. A side yard setback of 3 metres is permitted
  - ii. A rear yard setback of 3 metres is permitted
  - iii. A maximum lot coverage of 22% is permitted
3. THAT this By-law takes effect from the date of passage by Council, subject to compliance with the provisions of the *Planning Act, R.S.O. 1990, as amended*.
  4. THAT By-law A1-28-08 is hereby rescinded.

\*\*\*\*\*

READ a FIRST and SECOND time this 23rd day of June, 2025.

READ a THIRD time and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

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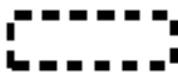
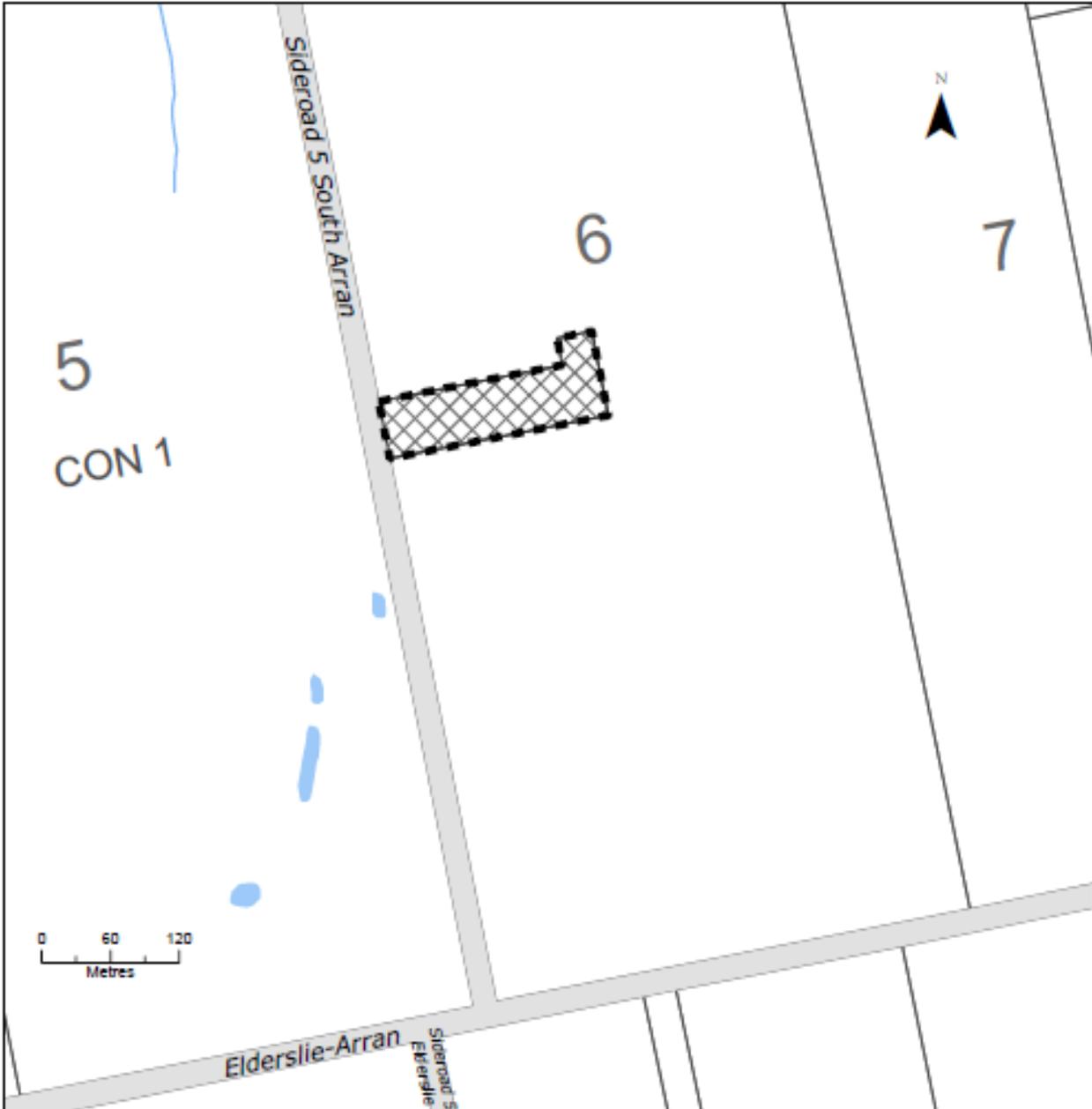
Steve Hammell, *Mayor*

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Christine Fraser-McDonald,  
*Acting Clerk*

### Schedule 'A'

52 Sideroad 5 South Arran - CON 1 PT LOT 6 RP;3R8850 PART 1 - Roll Number 410349000107810  
Municipality of Arran-Elderslie (Arran Twp)



Subject Property



Lands to be zoned A1- XX - 2025 - General Agriculture Special

This is Schedule 'A' to the zoning by-law amendment number \_\_\_\_\_ passed this \_\_\_\_\_ day of \_\_\_\_\_

Mayor \_\_\_\_\_

Clerk \_\_\_\_\_

Dear Council and Parks and recreation staff,

I am writing to express my concerns regarding the current condition of the baseball facilities at Tara community center and to request urgent improvements to enhance the experience for players, spectators, and visitors. As a dedicated member of the local baseball community, I have observed several areas that require immediate attention to ensure our facilities remain safe, accessible, and enjoyable for all.

The following upgrades would significantly benefit the baseball diamonds and facilities:

1. Washroom Upgrades– The current washroom facilities require renovations to improve cleanliness, accessibility, and functionality. Ensuring adequate maintenance and modernizing the facilities will greatly enhance user experience.
2. Covered Dugouts for Diamond B Diamond B currently lacks covered dugouts, which expose players to harsh weather conditions. Installing covered dugouts will provide essential shelter and improve comfort for teams.
3. Lighting for Diamond B – Currently, Diamond B does not have lighting, limiting evening play. Adding field lights will extend playing hours and allow for more flexibility in scheduling games and tournaments.
4. Replacement of Halogen Lights with LED at Diamond A– Upgrading Diamond A's lighting system from halogen to LED will offer better illumination while significantly reducing energy costs in the long term. This transition is a cost-effective solution that benefits both the environment and municipal expenses.

Additionally, I request a reevaluation of staffing levels for facility upkeep and washroom cleaning during tournaments. Ensuring sufficient personnel for regular maintenance will promote hygiene, safety, and an overall positive experience for participants and visitors. Regular maintenance of the road by the place pad is required as potholes are a regular occurrence. Reevaluation of safety concerns at the entrance should be noted with the new addition of the splash pad.

These improvements are crucial for supporting local sports and fostering community engagement. I sincerely urge the municipality to prioritize these enhancements and explore funding options for their implementation. Please let me know if further discussion or collaboration is needed to address these concerns.

Thank you for your time and consideration. I look forward to your response and hope to see meaningful improvements in our baseball facilities in the near future.

Sincerely,

Jaclynn Gowan

VIA EMAIL  
Jaclynn Gowan

June 23, 2025

Dear Ms. Gowan,

Thank you for your thoughtful letter and advocacy for the Tara Community Centre and its baseball facilities.

Your comments regarding the condition of the facilities and the specific improvement requests was shared with Council on June 23, 2025.

1. **Washroom Upgrades** – We recognize the importance of clean, accessible, and functional washroom facilities and will assess the scope of potential renovations.
2. **Covered Dugouts for Diamond B** – The addition of covered dugouts is a valuable suggestion to improve player comfort and safety and can be considered.
3. **Lighting for Diamond B** – Extending play hours through lighting installation is a great suggestion. However, we are aware that modifications to this area, such as lighting or fencing, may affect the flexibility of the space for other community events, including the Fall Fair. We will evaluate the feasibility and broader implications of this suggestion.
4. **LED Lighting Upgrade for Diamond A** – Transitioning to energy-efficient lighting aligns with our sustainability goals and long-term cost savings.

Items with capital costs associated will be brought forward during budget deliberations and as granting opportunities arise in the upcoming years.

In addition, your comments regarding staffing levels during tournaments, road maintenance near the splash pad, and safety at the entrance have been noted. These operational concerns will be reviewed internally to determine appropriate adjustments and improvements.

We also acknowledge the importance of maintaining a safe and welcoming environment for all users, especially during high-traffic events. Your input will help guide our planning and resource allocation moving forward.

#### **Current and Planned Capital Improvements:**

We are pleased to inform you that as a part of the 2025 Capital Budget, the Municipality has slated paving of the roadway between Hamilton Street and the track behind the Tara Community Centre.

This roadway provides essential access to the recreation facilities, and its improvement will enhance safety, accessibility, and the overall experience for all users. Work is scheduled to be completed this year.

Sincerely,

Christine Fraser-McDonald  
Clerk  
[cfraser@arran-elderslie.ca](mailto:cfraser@arran-elderslie.ca)



## Notice of Study Completion: Class Environmental Assessment for Minor Transmission Facilities – Tara BESS

Published: June 17, 2025

On November 25, 2024, in accordance with the Class Environmental Assessment Act (EAA), Neoen commenced a Class Environmental Assessment for Minor Transmission Facilities (Class EA for TF) for the Tara BESS project, a battery energy storage system proposed for development at 39 Concession Road 4, Arran, in the Municipality of Arran-Elderslie. Neoen has now completed the Class EA for TF for Tara BESS, and a draft Environmental Study Report (ESR) is available for viewing and public comment. View the draft ESR online at [www.tarabattery.ca](http://www.tarabattery.ca) or request a hard copy.

### Public Comment Period\*

**Neoen will accept public comments on the draft ESR from June 18, 2025, through July 18, 2025.** Public comments are accepted by phone, e-mail, online, or by mail. Mailed comments must be received at the mailing address by 5:00 PM on July 18, 2025.

E-mail: [info@tarabattery.ca](mailto:info@tarabattery.ca)

Phone: (416) 312-0057

Mail: Suite 319 – 150 King Street West, Toronto, ON M5H 1J9

Website: [www.tarabattery.ca](http://www.tarabattery.ca)

### Study Area



For more information on the Tara BESS project, contact:  
 Brittany Morrison, Manager, Engagement  
[www.tarabattery.ca](http://www.tarabattery.ca) | [info@tarabattery.ca](mailto:info@tarabattery.ca) | (416) 312-0057  
 Suite 319 - 150 King Street West, Toronto, ON M5H 1J9

## Public Comment Period\* (continued)

Neoen will endeavour to resolve all comments received during the public comment period. Requests for a Section 16(6) Order can be made the Minister of Environment, Conservation and Parks, on the grounds that the order may prevent, mitigate or remedy adverse impacts on Aboriginal or treaty rights. Section 16(6) Order requests must be sent to the Minister of Environment, Conservation and Parks and the Director of Environmental Assessment Branch by mail, email, fax or in-person to:

<p>Minister</p> <p>Ministry of the Environment, Conservation and Parks 777 Bay Street, 5th Floor Toronto ON M7A 2J3 Minister.mecp@ontario.ca</p>	<p>Director</p> <p>Environmental Assessment Branch Ministry of the Environment, Conservation and Parks 135 St. Clair Avenue West, 1st Floor Toronto ON M4V 1P5 EABDirector@ontario.ca</p>
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A copy of the Section 16(6) Order request should also be sent to Neoen.

Once the public comment period is complete, Neoen will incorporate all comments received into a final ESR and post the final ESR on [www.tarabattery.ca](http://www.tarabattery.ca). Neoen will then submit a Statement of Completion to the Ministry of Environment, Conservation and Parks. Subject to the outcome, a proponent is then authorized under the EAA to proceed with the project.

### About the Project

Tara BESS, formerly Grey Owl Storage, is a 400-megawatt (MW), 1600-megawatt hour (MWh) capacity standalone battery energy storage system (BESS) proposed for development on 39 Concession Road 4 in the Municipality of Arran-Elderslie, approximately 5-kilometres southeast of the Village of Tara. The project was awarded a 20-year contract by Ontario's Independent Electricity System Operator (IESO) in the LT1 RFP procurement. Tara BESS is proposed to store and discharge electricity directly to Ontario's power grid and will help meet Ontario's growing electricity needs.

### About Neoen

Neoen is a leading independent power producer of exclusively renewable energy technologies, including solar and onshore wind power, and energy storage solutions. Neoen has a global portfolio capacity of 8.9-gigawatts (GW) in operation or under construction across 14 countries, including 18 battery projects totalling more than 2 GW of capacity. To learn more about Neoen, visit [www.neoen.com](http://www.neoen.com).

\*Personal information included in your feedback/question, such as name, address, telephone number and property location, is collected, under the authority of Section 30 of the Environmental Assessment Act and is collected and maintained for the purpose of creating a record that is available to the general public. As the information is collected for the purpose of a public record, the protection of personal information provided in the Freedom of Information and Protection of Privacy Act (FIPPA) does not apply (s.37). Personal information you submit will become part of the available public record unless you request that your personal information remain confidential.

For more information on the Tara BESS project, contact:  
Brittany Morrison, Manager, Engagement  
[www.tarabattery.ca](http://www.tarabattery.ca) | [info@tarabattery.ca](mailto:info@tarabattery.ca) | (416) 312-0057  
Suite 319 - 150 King Street West, Toronto, ON M5H 1J9



## Council Meeting

**Motion #** 05/14/2025 - 10  
**Title:** Motion to Address the Expansion of Strong Mayor Powers  
**Date:** Wednesday, May 14, 2025

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**Moved by:** Rory Cavanagh  
**Seconded by:** Stellina Williams

Whereas the Ontario government has granted 'strong mayor powers' to 170 additional municipalities under this legislation with an intent to accelerate provincial priorities, streamline processes, and increase accountability and

Whereas the Municipality of Kincardine recognizes the opportunity to address these outcomes without exercising 'strong mayor powers'; and

Whereas 'strong mayor powers' include anti-democratic principles that will result in the centralization of power, erosion of local democracy and democratic participation, reduced accountability, and the potential for the abuse of power as expressed by many other municipalities as well as political and administrative municipal associations in Ontario; and

Whereas the expansion of 'strong mayor powers' undermines the collaborative nature of municipal governance and the decision-making processes, and diminishes the role of elected municipal councillors in representing the diverse interests of the ratepayers and broader community, if mayors are given the ability to bypass council decisions without adequate consultation or oversight; now therefore be it

Resolved that the Council of the Municipality of Kincardine hereby opposes 'strong mayor powers'; and

That the Council formally expresses its opposition to the Ontario government's decision to expand 'strong mayor powers' in favour of preserving local democracy, transparency, and accountability; and

That the Council encourages advocacy for democratic principles and for municipal governance systems that prioritize collaboration, inclusivity, and democratic engagement; and

That the Council formally requests that the Ontario government rescind these Strong Mayor Powers from the Municipality of Kincardine; and

That Council adopt the principles of accelerating provincial priorities, streamline processes, and increase accountability – recognizing 'strong mayor powers' are not needed in order to address these goals; and further be resolved

That a copy of this motion be forwarded to the Province, the other 170 municipalities granted Strong Mayor Powers, and the Association of Municipalities of Ontario.

**Carried.**

Jennifer Lawrie

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Clerk

Dear Arran Elderslie Council members, Paisley June 13th 2025

Once again I am writing about the natural path connecting the rail trail to Church street in Paisley.

I am very saddened that since the motion to install barriers and a sign indicating the area being off limits to motorized vehicles/ATVs , the situation has worsened .

ATV users have mowed down the sign, no barriers have been installed and the ground has become so widely churned up , that even for a nimble bodied person the access has become hazardous.

I do understand that in an amalgamated municipality the area of oversight is vast, the issues endless and not every council member can possibly be familiar with a local situation , especially if it does not **seem** to have an economic impact. Additionally rhythms and movements are different for people who live on a farm or rural town.

Once again a natural pathway in and around town from point A to point B that requires little maintenance, is worth more than a dedicated rectangular park as it represents a connection , access to a different perspective, a shared sense of place and belonging and free movement on common ground.

This is especially true since we want to densify our communities, which will eliminate green space.

Our community has valued tolerance for diverse aesthetic expressions, different priorities and lifestyles, however I would submit that what is displayed on the Western path behind Paisley is a contempt for the common, a show of the need to dominate and the absence of social thinking. Do we not suffer enough of this kind of bullying already?

I respectfully ask the council to follow up on the motion, barring motorized vehicles from the rail trail - Church street connection by remounting the sign , putting up a barrier and fining infractions ( There are “wild life “ cameras). Thank you for your attention , Sibylle Walke



## Bruce Area Solid Waste Recycling

Board of Management, Regular

#4-2025

May 21, 2025

Present: Larry Allison, Mike Myatt, Ryan Nickason, Jennifer Prenger, Mark Ireland, Chris Peabody, Paul Deacon, Vince Cascone,  
and Karrie Drury

Absent: none

Item I: No Pecuniary Interests were declared.

**Item 4: Other business** - we are discussing a motion from Mike Myatt first because he cannot stay for the entire meeting Mike noted that Vince and Karrie attended the Saugeen Shores council meeting on May 12. He thanked them for attending with Matt Nelson of GEI consultants regarding the blue box transition. Mike was asked by the Saugeen Shores Mayor Luke Charbeneau to request a shareholders meeting .

Moved by Mike Myatt

Seconded by Larry Allison

That a shareholder meeting amongst member municipalities of BAWSRA be held with the intent to discuss the proposed structural changes to BAWSRA that are required to implement and execute the contract with Waste Management, and further that BAWSRA's legal counsel, Erroll Treslan, attend the shareholders meeting to provide an overview of what a revised BAWSRA Foundational Agreement will look like to reflect the required structural changes, and further, that the RFP proposal documents and agreement with WASTE MANAGEMENT be shared with member municipalities including all financial details including cost breakdowns, expected revenues and expected profits and further that this joint shareholder meeting take place before the end of September 2025.

Discussions were held concerning this motion. The Board decided to table the motion for the next meeting with possible amendments mentioned by some board members.

The tabling of the motion was voted on. 6 of 7 board members approved to table the motion, Jennifer Prenger did not approve of tabling the motion.

Discussions were held regarding how the motion came about. Vince noted that Saugeen Shores staff informed him that their council would be requesting that the Board of Management agreement be amended as well as other requests.

Mike Myatt noted that the motion came at the request of the Saugeen Shores mayor after the presentation to council. Vince noted that the Board of Directors had expressed their intent to do this after the Blue Box Collection contract goes into effect. He also reported that our legal council has been given the Statement of Work ahead of our contract submission.

Vince also reported that he was asked to attend a meeting of the Bruce County CAO's where they requested the financials of the contract be given to them. Mark Ireland felt that the motion was not required as BASWR has been a successful company for over 30 years, each council has chosen a councillor to represent them and this has never been asked until now.

Jennifer Prenger expressed concern since Waste Management has not sent BASWR the contract to sign at this time. She said "what happens if they do not hold up their end and we end up not having the contract?" Karrie noted that BASWR has been a profitable company, we have staff, equipment and can continue to provide service as we have been if the worst case scenario happens. Vince reported that Waste Management has been incredible busy establishing contracts with Municipalities who have transitioned already. BASWR does not transition until Dec 31, 2025. Vince noted that he

understands the concerns of the member municipalities and also reminded the board of directors that a change of this magnitude has never been done before. The board also felt that releasing the financial documents before the contract is signed could be an issue.

Paul Deacon requested that our next meeting be in person. Larry Allison requested that Karrie email the CAO's to obtain their concerns with the current Board of Management agreement, put them together and present them at our next meeting

Paul Deacon also asked Vince to follow up with the Board as soon as he knows when he will receive the contract which will be immediately sent to our lawyer.

**Item 2:**

Moved by Ryan Nickason

Seconded by Paul Deacon

That we approve the minutes of the March 26, 2025 regular and special meetings as distributed.

Carried

**Item 3: Monthly Reports**

Vince noted the cheques paid to Warks in March 2025; 1 cheque Karrie noted was a re-issue of a lost cheque due to the postal strike. Other payments were a large portion of work completed in 2024 which were billed later. Vince noted this is an ongoing issue due to the way they open and maintain work orders. Ryan Nickason inquired about the MPAC annual household report, he wondered if we could get this from each municipality. Karrie noted that she thought she could but it has been challenging to get the information.

Moved by Ryan Nickason

Seconded by Paul Deacon

That we have reviewed cheque numbers 18573-19617 plus online/EFT payments totalling \$282,442.44.

Carried.

**March 2025**

March monthly income totalled \$56,874.00

March year to date income totalled \$81,500.26

Vince noted that commodity revenue was high for the month, with no other extra ordinary issues.

Vince noted that in April the baler went down for approx one month, causing a back up of commodities with low sales. Karrie noted two payments in April to Warks due to her upcoming holidays at the beginning of May

Moved by Paul Deacon

Seconded by Larry Allison

That we have reviewed cheque numbers 18618-18653 plus online/EFT payments totalling \$244,840.43.

Carried.

**April 2025**

April monthly loss totalled \$49,479.59

April year to date income totalled \$32,020.67

Vince noted that commodity revenue was low due to mechanical breakdown, as well as high vehicle maintenance due to invoices being charged in April that applied to previous months and the previous year.

Discussions were held regarding the 2025 Capital Budget Vince presented. Vince noted that in the capital budget there is an item for parts/equipment that must be purchased for the loader budgeted in the Waste Management contract. Vince noted that he had investigated purchasing a new loader, leasing a new loader and purchasing a used loader. The

lease option would be the most beneficial since if there were any mechanical issues, BASWR would get a replacement during any breakdown and repairs. The parts being purchased can be put on any machine (a one time cost) Vince also reported that there is \$400,000 in the capital budget but at this time there are no trucks available due to the changes to the recycling system.

Moved by Mark Ireland

Seconded by Paul Deacon

That we accept the 2025 Capital Budget presented and reviewed by Vince Cascone

Carried.

#### Transition Update:

Discussions were held concerning Ineligible Sources for the blue box transition, which have been discussed at a Bruce County meeting and at Saugeen Shores council. The board expressed concern that BASWR was not listed as an option. Vince noted his concerns which include that all recycling collected from businesses cannot be comingled with any residential recycling which BASWR only has room for in the facility. Vince noted that he as been discussing possible depot options with Matt Nelson of GEI. Vince also has someone coming the the facility to discuss this further. Futher discussions will be held at the next meeting.

Vince noted that concerns of insurance coverage for our cleaner was expressed by Mike Myatt last month; since he is not at the meeting at this time; this issue will be discussed at the next meeting.

Moved by Paul Deacon

Seconded by Mark Ireland

That we adjourn to meet again June 18, 2025 at 9 am at the plant

Carried.

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Chairperson

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Secretary/Treasuer



## Staff Report

Council Meeting Date: June 23, 2025

Subject: CBO-2025-03 - Property Standards -Vacant Storefront

Report from: Emily Dance, Chief Administrative Officer , Jennifer Isber-Legge, Economic Development & Communications Coordinator.

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### **Recommendation**

Be It Resolved that Council hereby approves Report CBO-2025-03 - Property Standards -Vacant Storefront;

AND supports a Vacant Storefront Campaign led by Economic Development, to improve downtown areas to encourage rentals;

AND FURTHER approves the Special Project targeting property standards in the downtown core areas of Arran-Elderslie.

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### **Background**

On June 9, 2025, Council received a [staff report](#) outlining the potential implementation of a Vacant Storefront Tax as a tool to address long-term commercial vacancies and support downtown revitalization efforts.

Following review and discussion, Council endorsed the launch of a Vacant Storefront Campaign, to be led by the Economic Development Department. The campaign will focus on enhancing the appeal of downtown areas and encouraging the activation and rental of vacant commercial properties.

Additionally, Council directed staff to collaborate with Municipal By-Law Enforcement to implement a targeted enforcement initiative focused on property standards compliance within downtown cores. This project aims to enhance the overall appearance, safety, and functionality of vacant and underutilized storefronts, reinforcing broader economic development objectives.

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## **Analysis**

### **Economic Development in Downtowns**

The Municipality's Community Improvement Plan (CIP) provides an opportunity to support improvements in the designated downtown Community Improvement Plan Area (CIPA) through financial incentives. Currently, grants are available to both business and building owners to assist in revitalizing and enhancing commercial properties, offered in partnership with Bruce County's Spruce the Bruce program. In 2025, eligible applicants in Arran-Elderslie can apply for funding to cover eligible project costs, with up to \$20,000 available across the following categories:

- Façade Improvement
- Perpendicular Signage
- Awning Grants
- Fascia Signage

To supplement existing communication efforts—including social media, the website, and direct email newsletters to subscribed businesses—direct mailouts will also be distributed to all property owners within the CIPA. This approach aims to expand awareness of available grant programs and enhance outreach to eligible participants.

This summer, in collaboration with Bruce County, the Arran-Elderslie Community and Business Association, and Trinity Theatre, staff will conduct a Business Retention and Expansion survey. The initiative will involve in-person interviews aimed at gathering insights on the health and climate of our local business community. Every effort will be made to reach both business and building owners for their participation. The results will guide future grant priorities for 2026 and help us strengthen communication with the business community.

### **Special Project - [Property Standards By-Law Enforcement](#)**

The following outlines the proposed timeline, communication strategy, and estimated staff hours required for a special project focused on property standards enforcement. The initiative is recommended to commence on August 1, with an emphasis on identifying and addressing property standard violations within downtown cores.

Specifically:

- Exterior Maintenance: Storefronts must be kept in good repair, free from hazards, and maintained to prevent deterioration.
- Signage: Signs must be properly maintained, securely fastened, and free from damage.
- Cleanliness: Storefronts must be kept clean and free from litter, debris, and graffiti.

## Communication Plan (Pre-August 1)

To ensure transparency and cooperation from property owners, the Municipality will implement a proactive communication strategy prior to the enforcement blitz. This will include:

Direct Mailouts: Notices will be sent to all property owners in the CIPA of Allenford, Tara, Chesley, and Paisley.

These notices will:

- Inform owners of the upcoming enforcement initiative.
- Outline the types of infractions being targeted.
- Encourage voluntary compliance prior to inspections.
- Provide contact information for inquiries or clarification.
- Municipal Website & Social Media: A public notice will be posted on the municipal website and shared via social media channels to reach a broader audience.

Staff Availability: Municipal staff will be available to respond to questions and provide guidance to property owners ahead of the inspection period.

## Estimated Timeline and Workload

August 1 – Initial Patrols and Documentation

Activities:

- Foot patrols in Allenford, Tara, Chesley, and Paisley.
- Identification and documentation of property standard violations (photos, notes).
- Initial communication with property owners.
- Estimated Hours: ~12 hours (including travel time)

August 1–7 – Data Organization and Internal Coordination

Activities:

- Categorization of properties and infractions.
- Coordination with municipal staff to obtain property roll numbers and ownership details.
- Estimated Hours: 5–10 hours (depending on volume)

August 15 – Follow-Up and Order Issuance

Activities:

- Follow-up inspections.
- Drafting and posting of Property Standards Orders, where required.
- Estimated Hours: 5–10 hours (depending on volume)

## September 5 – Compliance Review

### Activities:

- Re-inspection of properties following the 21-day compliance period (as per Property Standards By-law).
- Documentation of compliance or further action required.
- Estimated Hours: 3–5 hours (depending on volume)

### Summary of Estimated Hours:

<b>Task</b>	<b>Estimated Hours</b>
Initial Patrols	12 hours
Data Organization	5–10 hours
Follow-Up & Orders	5–10 hours
Compliance Review	3–5 hours
Total Estimated	25–37 hours

These estimates are intentionally on the higher end to avoid unexpected overages. Actual hours may vary depending on the number and complexity of violations encountered. A more accurate projection will be possible following the initial patrols.

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## **Link to Strategic/Master Plan**

### 6.2 Supporting Businesses and the Local Economy

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## **Financial Impacts/Source of Funding/Link to Procurement Policy**

The implementation of By-law Enforcement for property standards is estimated at 37 hours, billed at \$38 per hour, for a total of \$1,431. This amount applies specifically to this special project and is in addition to existing contractual expenditures. This amount includes non-recoverable HST and will be funded from the By-law contract account. Municipal staff time is not included in this estimate.

CIP Grants have been approved in the Economic Development 2025 budget and will be considered for 2026 based on the feedback from 2025.

The BR&E survey is being undertaken by AECBA and Trinity Theatre staff at no direct cost to the municipality other than municipal staff support time.

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Approved by: Emily Dance, Chief Administrative Officer

## Staff Report

Council Meeting Date: June 23, 2025

Subject: REC-2025-12 Free Swim and Pool Pass Update

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

Attachments: None

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### **Recommendation**

Be It Resolved hereby receive for information Report REC-2025-12 Free Swim and Pool Pass Update.

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### **Background**

At the May 12, 2025 Council meeting, Deputy Mayor Shaw presented a Notice of Motion for Council to approve one (1) free public swim weekly at the Chesley Community Pool and Tara Rotary Pool. The Notice of Motion also included that the Municipality provide ten (10) season pool passes to the Paisley Library, which can be signed out by library patrons. The motion was supported by Council at the meeting.

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### **Analysis**

Staff have reviewed patron counts from 2024 and have determined that the free swim in Chesley will be held weekly on Tuesday evening and in Tara on Thursday evening. Both swims will take place from 6:00pm to 7:30pm.

Staff have been coordinating with Bruce County Public Library personnel to manage the logistics of seasonal pool passes. During the summer, passes will be available for sign-out at the Paisley Library branch, with library staff overseeing the process. Patrons who utilize the passes will be required to return them to the branch by the designated due date.

Staff are working to create a communication plan to promote the free swims and the pass sign out program.

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**Link to Strategic/Master Plan**

## 6.3 Facilitating Community Growth

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**Financial Impacts/Source of Funding/Link to Procurement Policy**

The financial impact remains uncertain at this time. Pool staff will systematically record attendance at free swims and track the frequency of pass usage. A comprehensive update will be presented to Council following the conclusion of the pool season.

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Approved by: Emily Dance, Chief Administrative Officer



## Staff Report

Meeting Date: June 23, 2025

Subject: ECDEV-2025-18- Sidewalk Patio Policy Community Input

Report from: Jennifer Isber-Legge, Economic Development Coordinator

Attachment: DRAFT Sidewalk Policy – June 2025

### **Recommendation**

Be It Resolved that Council hereby approves Report ECDEV-2025-18- Sidewalk Patio Policy Community Input;

AND supports the implementation of the Sidewalk Patio Policy as presented, which establishes a permitting process for sidewalk patios

AND FURTHER defers consideration of sidewalk cafés and sidewalk merchandise (including sandwich boards and retail displays)

AND FURTHER approves the application fee of \$130 for sidewalk patio permits to offset administrative review and processing costs,

AND FURTHER directs staff to continue engagement with Bruce County to streamline the Encroachment Permit process and reduce administrative burden for applicants,

AND FURTHER approves the appropriate by-laws coming forward.

### **Background**

On March 10, 2025, Council tabled a motion to approve a Sidewalk Patio Policy, initiating consultation with the Business Community, Working Groups, and the County of Bruce. ([Report CLKS-2025-11](#))

The proposed policy recommended a permitting process for sidewalk cafés and patios, while exempting smaller décor items, curbside merchandise, and other easily movable elements from requiring a permit.

While each downtown area is situated on a Bruce County highway, the responsibility for sidewalks and parking falls under the jurisdiction of the lower-tier municipality. Consequently, applicants must obtain an Encroachment Permit from Bruce County, which requires prior municipal approval.

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## **Analysis**

**Sidewalk Café:** An open arrangement of tables, chairs, and related accessories, located and maintained on a public sidewalk, parking space, or municipally owned property. It is designated for the consumption of food and beverages served to the public by an adjacent or adjoining indoor food and beverage establishment.

**Sidewalk Patio:** A fenced-in grouping of tables, chairs, and related accessories, situated and maintained on a public sidewalk, parking space, or municipally owned property. It is intended for the consumption of food, beverages, and alcoholic beverages served to the public by an adjacent or adjoining indoor establishment.

### **Input requested from the Community Groups:**

1. Does the group support the use of sidewalk cafés and sidewalk patios in the downtown core areas?
2. Does the group support the draft policy as written?
  - a. Suggest more items be included (e.g. Sandwich boards, retail merchandise, promotional materials)
  - b. Suggest the removal of sidewalk cafés from the policy and focus solely on sidewalk patios.

Staff time will be required to review and approve applications; it is recommended that a yearly non-refundable application fee of \$130 be implemented (cost of a minimum building permit).

3. Does the group support a flat rate for all applications?
4. Does the group support a reduced fee for patio cafés?
5. Does the group support an alternate fee?

## **Input from Community Groups**

### **Chesley Community Working Group**

1. In support of sidewalk patios with a \$130 license fee.
2. In support of sidewalk cafes with an application and permit, but no fee.
3. In support of items for sale on the sidewalk permitted through an annual application process with no fee

4. Considerations for items for sale on the sidewalk
  - Must be easily moved by a single person
  - Doesn't obstruct the walkway
  - Must be brought in at night

### **Tara Community Working Group**

1. Supports sidewalk cafes and patios in the downtown core areas
2. Supports adding more items mainly retail merchandise
3. Supports \$130 fee for patio applications
4. Supports no fee for cafe and retail merchandise applications
5. Supports consideration for the condition of merchandise and cafes

### **Paisley Community Working Group**

1. Supports sidewalk patios and cafes in the downtown core areas.
2. Suggests the removal of sidewalk cafes from the policy to focus solely on the sidewalk patios.
3. Requested that the municipality explore opportunities to reduce administrative red tape between the County and Municipality for sidewalk patio owners applying for permits.

### **Arran-Elderslie Community and Business Association**

1. In support of sidewalk patios with a \$130 license fee.
2. In support of sidewalk cafes with an application and permit, but no fee.
3. In support of items for sale on the sidewalk permitted through an annual application process with no fee
4. Considerations for items for sale on the sidewalk
  - Staff must be available and on location if product is on sidewalk
  - Should not include sandwich board signs
  - Must be brought in at the end of open hours

### **Recommendation**

Given the mixed feedback, staff recommend proceeding with the patio component of the policy while deferring cafés and merchandise for further review.

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### **Link to Strategic/Master Plan**

6.5 Engaging People and Partnerships

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### **Financial Impacts/Source of Funding/Link to Procurement Policy**

\$130 yearly application fee to cover staff time to review and approve applications.

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Approved by: Emily Dance, Chief Administrative Officer



Policy

Section: 5.0 Roads

Policy: Sidewalk Patio Policy

Policy By-Law: DRAFT

Date:

Revision:

Coverage:

The policy shall cover all sidewalks in the Municipality of Arran-Elderslie.

Policy Statement:

The Corporation of the Municipality of Arran-Elderslie is committed to the beautification and enhancement of our commercial areas but also recognizes the importance of ensuring accessibility standards are maintained. Sidewalk patios on the sidewalks provide an opportunity for downtown businesses to extend activities and create an atmosphere downtown that people want to spend time in. A sidewalk patio, when designed and facilitated appropriately, can make a significant contribution to the downtown community.

The purpose of the Sidewalk Patio Policy is to outline the process and provide guidelines for the erection of patios onto municipal property.

Legislative Authority:

*Municipal Act, 2001, S.O. 2001, c. 25*

Contents:

**1.0 Definitions**

**County** means the Corporation of the County of Bruce.

**Certificate of Insurance (COI)** means a COI issued by an insurance company or broker. The COI verifies the existence of an insurance policy and summarizes the key aspects and conditions of the policy. For example, a standard COI lists the policyholder's name, policy effective date, the type of coverage, policy limits, and other important details of the policy.

**Commercial General Liability Insurance** means liability coverage for bodily injury and/or property damage claims brought against the insured by a third party or member of the public.

**Liquor Liability Insurance** means liability coverage for claims arising out of the sale, manufacture or serving of alcoholic beverages. Under standard Commercial General Liability policies, coverage is excluded if the insured is in the business of serving alcohol. If selling, serving or making alcohol, liquor liability coverage needs to be ADDED to the existing general liability policy or purchased on its own.

**Municipality** means the Corporation of the Municipality of Arran-Elderslie as a governing body.

**Sidewalk Café** means an open group of tables and chairs and other accessories situated and maintained on a public sidewalk, parking space or municipally owned property for the use and consumption of food and beverages sold to the public from, or in an adjoining or adjacent indoor food and beverage establishment.

**Sidewalk Patio** means a fence enclosed group of tables and chairs and other accessories situated and maintained upon a public sidewalk, parking space or municipally owned property for the use and consumption of food and beverages including alcoholic beverages sold to the public from, or in, an adjoining or adjacent indoor establishment located adjacent to the business.

## 2.0 General Provisions

1. Any person who wishes to erect, install, and/or maintain a Sidewalk Sidewalk Patio on municipal lands shall be required to apply to the Municipality seeking permission to do so, together with drawings or plans sufficient to describe the encroachment.
2. The Municipality shall review the application to ensure that any patio on Municipality owned land, does not or will not:
  - a. Interfere with the Municipality's intent and purpose in holding the municipal owned land.
  - b. Create an unsafe condition.
  - c. Create liabilities for which the Municipality cannot assign full responsibility to the owner of said Sidewalk Patio
  - d. Create a situation that is contrary to any Municipal By-Law, Municipal Policy or Resolution, or any Provincial or Federal regulation or legislation.
  - e. Interfere with work, plans, efforts, or initiatives of the Municipality to maintain Municipality owned lands.
  - f. Interfere with any utility or other similar installation located on Municipal owned lands.

3. Sidewalk Patios must directly abut the applicant's business and shall only be permitted to supplement an existing business of similar nature.
4. Sidewalk Patio shall only be approved if their location and construction maintain a safe, secure and comfortable sidewalk environment for all pedestrians.
5. Sidewalk Patio shall comply with O. Reg. 191.11, Integrated Accessibility Standards.
6. Permits may impose specific conditions in the agreement to address concerns identified by the Municipality.
7. In the event that locates are required, it is the responsibility of the applicant to make the necessary arrangements and pay the associated fee.
8. Permits shall be annual from May 1<sup>st</sup> to October 15<sup>th</sup>. Items may not be placed before approval is granted and must be removed on or before the end date of the permit. All permits shall be terminable by the Municipality or applicant upon ten (10) days written notice. Permits cannot be assigned or transferred.
9. No Sidewalk Patio shall:
  - Permit the use of patio heaters.
  - Permit smoking.
  - Contravene the provisions of the Municipal Noise By-Law currently in effect.

### **3.0 Special Conditions**

1. Where the Sidewalk Patio will encroach on County owned lands, the applicant will also be required to apply to the County for an encroachment permit. The County of Bruce will work with the Municipality of Arran-Elderslie to ensure the application and drawings meet the requirements and are acceptable to both the County and the Municipality.
2. Applications will be considered on a case-by-case basis by the Municipality. A list of conditions to be met for approval may be sent to the County of Bruce. If the application is not acceptable, a list providing the reasons for non-approval will be provided to the County of Bruce.

3. The County of Bruce will contact the applicant with the approval or the conditions or approval, or the disapproval of the application.
4. If the proposed Sidewalk Patio is placed on both Municipal and County property, an encroachment agreement and/or permit will be required by both parties, along with the applicable fees.

### **Sidewalk Patio Conditions**

1. No person shall establish a Sidewalk Patio unless a permit has been issued by the Municipality.
2. Sidewalk Patio furnishings, fences and other improvements must be removable and not permanently fixed in place. All objects must be contained within the approved Sidewalk Patio area and removed during the off-season or after the Sidewalk Patio ceases operation. The street, sidewalk and Municipal owned lands must be restored to its original condition to the satisfaction of the Municipality.
3. All Sidewalk Patios must comply with applicable Smoking Legislation and all other Federal, Provincial and Municipal Laws.
4. Music or other entertainment provided for patrons of Sidewalk Patio shall not be amplified or create a nuisance to abutting property owners. The Municipality reserves the right to revoke permits, without reimbursement of fees, where this nuisance occurs. Nuisance may include, but shall not be limited to, police reports of loud, boisterous or unreasonable noise, offensive language or other disruptive behaviour.
5. The Municipality and all public utility agencies retain the right of access to the approved Sidewalk Patio areas for the installation, maintenance and repair of pipes, cables, wires, poles, hydrants, etc. as necessary. In case of emergency, no notice will be given. For scheduled work, a minimum notice of forty-eight (48) hours will normally be given.

### **Sidewalk Patio Requirements**

1. Information Requirements  
The applicant shall submit a site plan illustrating the proposed location and placement of tables, chairs, fences, traffic safety barriers and all other accessories to be included within the defined patio space which

includes the patio building envelope and any utility poles, accessible parking spaces, trees, bike racks, benches, hydrants, parking metres, shelters, manholes, traffic signs, catch basins, awnings and any other physical or drainage features of the street within 6 metres (19.7 ft) of any public utility that may be affected by the development. If alcoholic beverages will be served, a copy of the establishments approved liquor licence allowing the sale and consumption of alcoholic beverages within the proposed area must be submitted along with the application.

2. Design

The design of the Sidewalk Patio shall be consistent with the character of the building, for which it serves as an accessory use. Patio aesthetics shall conform with the Municipality's community toolkits and façade improvement guidelines, where applicable.

3. Location:

Patios that extend from the building façade are required to ensure that a minimum 1.5 metre unobstructed pedestrian corridor is maintained. The unobstructed pedestrian corridor does not include the utility strip/boulevard area.

4. Fencing:

Fencing of a Sidewalk Patio that sells alcoholic beverages, must form a fully enclosed perimeter.

The fencing requirements are as follows and must be in compliance with the Alcohol and Gaming Commission of Ontario:

- a. The minimum height for fencing is 1.1 metres (42 inches) to a maximum of 1.2 metres (48 inches).
- b. Fencing shall be supported by metal foot plates and shall not be designed to penetrate the surface of the sidewalks (ie. No bolts/brackets) except as authorized by Public Works unless alternative supports are approved by the Municipality such as planters, weights, etc.
- c. Fencing should be of solid construction and be designed for easy removal from the site.
- d. Fencing shall not include point finials or similar features to the top of the fence.
- e. Fencing located within 6 metres (20 ft) of the intersection shall not obstruct the vehicular view angles as determined by the Municipality.
- f. Fencing to be removed by October 15th of each year to allow for sidewalk maintenance and snow clearing.
- g. Traffic safety barriers shall also be provided as an additional level of safety

5. Drainage:  
Sidewalk Patio design shall ensure for proper drainage of water and other debris and shall not be placed in a way that will obstruct the curb, gutter and/or catch basins. Where debris and/or other matter has collected surrounding the installation, it shall be removed daily.
6. Umbrellas:  
Umbrellas shall be located entirely within the approved Sidewalk Patio fence area.
7. Waste and Storage:  
Sidewalk Patio operators shall maintain the Patio area, and the immediately adjacent area, in a clean and safe working condition at all times. Refuse containers are not allowed within the Patio area. The storage of waste is not allowed.
8. Access:  
A Sidewalk Patio operator shall maintain a minimum width of 1.5 metres of unobstructed entrance to a Sidewalk Patio. Barrier free access shall be maintained.
8. Lighting:  
Lighting of a Sidewalk Patio shall be approved provided all lighting is task oriented and will not spill onto abutting properties or interfere with the vehicular traffic travel lanes. All lighting shall be contained within the patio area.
9. Signs & Advertising:  
No signs or advertising within a Sidewalk Patio shall be permitted with the exception of a menu and no smoking/no vaping sign(s).
10. Sidewalk Patio Furnishings:  
All tables, chairs and decorative accessories in a Sidewalk Patio should be constructed using weather resistant materials. Any bar unit, service cart or server's workstation shall be portable and shall not be permanently attached to the wall of the facing building or the fencing. All furnishings and equipment with the exception of umbrellas shall not exceed the height of the fence.
11. Site Visibility Triangle:  
Where Sidewalk Patios are located in proximity to intersections, staff will review the proposal to ensure that vehicular and

pedestrian safety is maintained. Patios may require alterations to ensure safety.

12. Hours of Operation:

Sidewalk Patios operations must comply with the provisions of the Municipal Noise By-Law currently in effect.

### **Application and Fees**

Applications will be submitted to the Clerk and shall be reviewed by the Public Works Manager and Economic Development and Communications Coordinator, or their designate. Applications must be accompanied by the required fee as per the Municipality's Fees and Charges Bylaw.

Approval will be on an annual basis to ensure applications follow current legislative requirements.

### **Indemnification**

The permit holder shall to the fullest extent permitted by law, hold harmless, defend at its own expense, and indemnify the Municipality of Arran-Elderslie, its officers, employees, agents, and volunteers, (the Municipality) against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the Permit Holder or its officers, agents, or employees by reason of, resulting from, or otherwise related to, either directly or indirectly, the presence or operation of the sidewalk encroachment; excluding, however, such liability, claims, losses, damages, or expenses arising from the Municipal's sole negligence or willful acts

### **Insurance**

The permit holder must have Commercial General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage, tenants legal liability and cross-liability/severability of interest provisions in the amount of Two Million Dollars (\$2,000,000.00) per occurrence with a property damage deductible not to exceed \$1,000 or as agreed to by Permit Holder and name The Corporation of The Municipality of Arran-Elderslie and the Corporation of the County of Bruce as an Additional Insured.

The Commercial General Liability Policy shall contain an endorsement to provide the Municipality of Arran-Elderslie with (30) days prior written notice of cancellation

The permit holder shall furnish the Municipality with a certified copy of the insurance policy or an insurance policy or an insurance certificate in a form acceptable to the Municipality prior to permit approval. The certificate shall be

mailed, faxed, emailed or dropped off to the Clerk's Department.

Any permit holder involved in the sale or furnishing of alcoholic beverages shall also maintain Liquor Liability Insurance with a minimum per occurrence limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The Corporation of The Municipality of Arran-Elderslie and the Corporation of the County of Bruce shall be named as an Additional Insured on the Liquor Liability Insurance policy.

The Liquor Liability Insurance Policy, if required, shall contain an endorsement to provide the Municipality of Arran-Elderslie with (30) days prior written notice of cancellation. All insurance policies/coverage shall contain a Cross Liability and Severability of Interest clauses.

The permit holder shall maintain the required insurance coverage during the term of the permit. The Municipality may cancel a permit for failure to maintain or provide the required insurance coverage.

### **Compliance**

Failure to comply with the terms of this policy and any additional conditions as provided on the approved permit will result in the termination of the permit. Permit holders will be provided notice in writing of the violation and provided a timeline of no more than three (3) calendar days to comply. If the violation is not corrected, the Municipality reserves the right to remove the items at the expense of the permit holder.

Patios erected on municipal property without a valid permit will be required to submit an application and applicable fee within three (3) calendar days. The Municipality reserves the right to remove all items at the expense of the owner if no application is received.

### **Inspection**

To ensure compliance, the Public Works Manager or designate will inspect the associated features as approved in the application. If found to be non-compliant, the features will need to be remove



## Staff Report

Council Meeting Date: June 23, 2025

Subject: CLKS-2025-24 – Pound Agreement with Paisley Veterinary Clinic

Report from: Christine Fraser-McDonald, Clerk

Attachments: Draft Pound Services Agreement

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### **Recommendation**

Be It Resolved that Council hereby receives Report CLKS-2025-24 – Pound Agreement with Paisley Veterinary Agreement;

AND approves entering into a formal agreement between the Municipality and the Paisley Veterinary Clinic for pound services;

ANF Further directs staff to bring forward a by-law to bring force and effect to this agreement on today's agenda.

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### **Background**

The Municipality contracts the Paisley Veterinary Clinic to provide pound services for dogs collected by the Municipal Animal Control Officer.

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### **Analysis**

The Municipality has utilized the services of the Paisley Veterinary Clinic to provide temporary shelter and care for dogs impounded by the Municipal Animal Control Officer. The Clinic offers appropriate facilities and veterinary support, ensuring humane treatment in accordance with provincial regulations.

Municipal staff, By-law Enforcement met with representatives from Paisley Vet to go over roles and responsibilities of each party. It was recommended by all parties to enter into an agreement.

Formalizing this agreement will:

- Provide clear guidelines for the provision of pound services.
- Ensure compliance with municipal and provincial animal welfare standards.
- Establish financial and operational expectations between the Municipality and the Clinic.

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### **Link to Strategic/Master Plan**

6.5 Engaging People and Partnerships

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### **Financial Impacts/Source of Funding/Link to Procurement Policy**

Costs associated with this agreement will be covered under the Municipality's existing animal control budget. Any adjustments to funding requirements will be presented separately for Council's consideration.

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Approved by: Emily Dance, Chief Administrative Officer

# Pound Services Agreement

This Agreement dated the \_\_ day of July, 2025.

**BETWEEN:**

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

(hereinafter referred to as the "Municipality")

of the first part,

-AND-

**SPURRELL VETERINARY MEDICINE PROFESSIONAL CORPORATION**

**(PAISLEY VETERINARY SERVICES)**

(hereinafter referred to as the "the Clinic")

of the second part

**WHEREAS** the *Animals for Research Act*, R.S.O. 1990, c. A.22, the *Municipal Act 2001*, S.O. 2001, c.25, and the *Pounds Act*, R.S.O. 1990, c, P.17, contain certain provisions relating to Animals and Dogs, including provisions enabling municipalities to pass bylaws relating to animals and dogs; and

**WHEREAS** pursuant to the above-mentioned statutes, the Municipality has passed and will pass bylaws relating to animals and dogs; and

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promises and mutual covenants herein

## 1. Definitions

(a) "**Animal Control Officer**" means a person or persons duly appointed by the Municipality to enforce the provisions of this by-law and includes any police officer appointed pursuant to the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended;

(b) "**Business Day**" - means any day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario.

(c) “**Dog**” means any domestic dog (canis familiaris); and

(d) “**Owner**” includes any person who keeps or harbours a dog and where the owner is a minor, the person who is responsible for custody of the minor.

## **2. Term**

This agreement shall come into effect as of the XX day of July, 2025 and shall remain in effect until its termination pursuant to the terms of this agreement.

## **3. Services**

(a) The Clinic agrees to provide pound services for the Municipality more particularly described in **Schedule “A”** attached hereto (the “**Services**”).

## **4. Payment for Services**

(a) When providing the services for the Municipality, the Clinic may charge for admittance fees, housing, disposal, and any other fees as required, in their sole discretion when providing the services to the Municipality. The Clinic shall provide and charge for these services until three business days has elapsed.

(b) If no owner has been found after three business days, then the Municipality agrees to pay for boarding fees until the dog is released from the Clinic or until three business days has elapsed, whichever occurs first.

(c) All fees for services incurred on behalf of the Municipality shall be charged at current Clinic rates, which are subject to increase at any time without prior notice.

(d) The Municipality is responsible for all outstanding fees invoiced by the Clinic for all services provided to the Municipality pursuant to this agreement.

## **5. Conditions for Release**

(a) It is agreed the Municipality is responsible for ensuring that all conditions for release implemented by the Municipality have been met prior to instructing the Clinic to release a dog to its owner, including but not limited to:

- i. Determining who the owner of the dog is;
- ii. Ensuring the owner has a valid license with the Municipality for the dog;
- iii. Ensuring the Municipality is satisfied that the owner has and/or will reimburse the Municipality for all municipal fines, licensing fees, and Clinic fees incurred by the Municipality for the services provided, etc.;

iv. Ensuring the owner of the dog acknowledges the release of the dog will be arranged directly with the Clinic during regular business hours, when staffing and additional resources, as necessary, are available.

(b) For further clarification, it is acknowledged and agreed that at no time will the Clinic be responsible for determining the owner of a dog. Notwithstanding, at the request of the Municipality, the Clinic will scan a dog for microchip information and provide said information to the Municipality to assist in their search for the owner of a dog.

(c) Upon the Municipality being satisfied that all conditions of release have been met, an authorized employee of the Municipality shall provide written authorization to the Clinic permitting the release of a dog back to its owner, together with the full legal name of the owner, as determined in the sole discretion of the Municipality, to the Clinic so that Clinic staff can confirm the owner's identity at the time of the dog's release.

(d) The Municipality shall ensure that the Clinic is informed of the dog's adoption details, including the date of adoption, the location where the dog was placed, and the new owner's address

## **6. Independent Contractor**

(a) The Clinic is, and will at all times, remain an independent contractor of the Municipality and is not and shall not represent itself to be the agent, partner, joint venturer, or employee of the Municipality. No acts or assistance given by the Municipality to the Clinic shall be construed so as to alter this relationship.

(b) The Clinic shall bear all expenses in connection with the services, including, without limiting the generality of the foregoing, income and other taxes, Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance premiums and costs and including the procurement and costs of any other benefits.

## **7. Clinic's Responsibilities**

(a) The Clinic, its agents, servants, employees, and all persons under the control of the Clinic shall use due care in the provision of their Services under this agreement.

## **8. Mutual Indemnification**

(a) Each party agrees that if it fails to observe or perform any obligation, or breaches any obligation within this agreement, it will indemnify and hold the

other party, and the other party's directors, officers, agents, and/or employees harmless from and against the full amount of any loss, including but not limited to any and all claims, demands, actions, losses, causes of action, proceedings, suits, damages, expenses or liability of any kind, in which the other party or the other party's directors, officers, agents, and employees may suffer as a result of the said breach or failure to perform.

## **9. Insurance**

(a) The Clinic and the Municipality shall each carry comprehensive general liability insurance, to cover all acts, obligations and responsibilities conducted in accordance with this agreement by the Municipality and Clinic, respectively, and their agents, servants, employees, sub-contractors and all persons under their control in amounts consistent with their market practice.

## **10. Termination**

(a) Either party may terminate this agreement without reason upon thirty (30) days written notice delivered to the other party, in accordance with section 11 of its intention to terminate ("Notice of Termination").

(b) If the Clinic is found to be in breach of any of its obligations under this agreement including, without limiting, performing the services in a manner which is not, in the judgement of the Municipality, acceptable or in conformance with this agreement, the Municipality may terminate the agreement upon a minimum of one days' written notice to the Clinic in accordance with section 11.

The Municipality acknowledges that should it terminate this agreement in accordance with this section, the Municipality is solely responsible for the removal and/or transport of any dogs in the Clinic's care on or before the termination date.

(d) The Clinic acknowledges that should it terminate this agreement in accordance with this section, it will provide best efforts in assisting the Municipality in their removal and/or transport of any dogs in the Clinic's care on or before the termination date.

(e) Notwithstanding, the Municipality acknowledges that upon delivery or receipt of any notice of termination of this agreement, all Clinic fees for services incurred in accordance with this agreement up to the date of termination shall be due and payable to the Clinic by the Municipality.

## **11. Notice**

(a) All notices ("Notice") given under this agreement are to be set forth in writing and delivered personally, by facsimile, email correspondence, or by registered mail to:

**The Municipality at:**

Attention: Clerk

The Corporation of the Municipality of Arran-Elderslie

1925 Bruce Road 10, Box 70

Chesley, ON N0G 1L0

Email Address: cfraser@arran-elderslie.ca

**The Clinic at:**

Attention: Practice Manager

79 Queen Street S

Paisley, ON N0G 2N0

Email Address: practice.manager@paisleyvet.ca

(b) In the case of personal delivery, the notice shall be deemed received on the date of delivery and in the case of registered mail, the notice shall be deemed received five business days after mailing.

(c) In the case of delivery by facsimile or email transmission, notice shall be deemed received on the first business day after confirmed transmission.

(d) The addresses for delivery may be changed from time to time by either party by notice as above provided in this section.

(e) No notice, payment

may be given by mail during a real or anticipated mail strike in Canada.

**12. Waiver**

(a) No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

### **13. Assignment**

(a) This agreement shall not be assigned by any party hereto without the other party's written consent. Any attempted assignment without the required consents shall be void.

### **14. Entire Agreement**

(a) This agreement and the schedules attached hereto constitute the entire agreement between the parties and supersedes all other agreements, understandings, negotiations and discussions with respect to the subject matter, whether oral or written. No amendment or waiver of this agreement shall be binding unless executed in writing by both parties hereto.

### **15. Invalidity of Provision**

(a) The invalidity or unenforceability of any provision of this agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

### **16. Enurement**

(a) This agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

### **17. Headings**

(a) Headings are not to be considered part of the agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs.

### **18. Jurisdiction**

(a) This agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such province shall have exclusive jurisdiction to ascertain any action in connection with this agreement.

**IN WITNESS WHEREOF** the Municipality has hereunto caused to be affixed the corporate seal under the hands of the Mayor and Clerk and the Clinic has

signed under the hands of its duly authorized officers as of the date of the agreement.

**The Corporation of the Municipality of Arran-Elderslie**

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**Steve Hammell, Mayor**

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**Christine Fraser-McDonald**

**We have the authority to bind the corporation**

**Spurrell Veterinary Medicine Professional Corporation**

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**Name:**

**Position:**

## Schedule “A” Pound Services

In accordance with all applicable federal and provincial statutes and municipal bylaws:

### Retrieval and Intake

(a) The Clinic will provide assistance, as staffing and resources allow, to the Municipality when their Municipal Animal Control Officer is delivering a dog to the Clinic.

(b) It is acknowledged by the Municipality that a dog will not be delivered to the Clinic outside of regular business hours.

(c) Upon delivery of a dog to the Clinic by the Municipal Animal Control Officer, the Clinic will implement their standard intake procedures.

(d) In order for this agreement to apply, the Animal Control Officer must authorize that a dog has been impounded and in care of the Clinic.

When a dog is admitted to the Clinic, the Clinic will provide the following services:

- Scan for a microchip
- Provide flea treatment
- Complete a health examination
- Provide any necessary vaccinations if held after three business days. The vaccinations will be administered on the fourth business day.

### Standard of Care

The Clinic will:

(e) provide a proper and adequate dog shelter which will be available for use as the Municipality pound. The facilities shall be operated and maintained at the Clinic's own expense in a reasonably neat, clean and sanitary condition with adequate exercise space;

(f) provide all dogs with sufficient and suitable shelter, warmth, lighting, cleaning, sanitation and veterinary care (as required), and any other care required to maintain the health, safety and well-being of such dogs;

(g) provide all dogs with clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;

(h) provide all dogs with the opportunity for exercise sufficient to maintain good health unfettered from a fixed area, in the sole discretion of the Clinic based on their assessment of the dog(s), under appropriate control;

(i) ensure that all persons who attend to the care of dogs have the skill, knowledge, ability and supplies necessary for the humane care of such Dogs; and

(j) protect all Dogs from unsupervised handling by members of the public.

## Veterinary Care

The Clinic will:

(k) ensure that medical treatment by a licensed veterinarian is reasonably available to provide necessary treatment to any dog impounded and ensure that the Municipal Animal Control Officer has been notified of any treatment.

(l) ensure the prompt examination and treatment by a licensed veterinarian when any dog in the Clinic's care exhibits signs of pain, suffering, injury, illness or distress;

(m) provide a suitable area to segregate dogs who may be injured, ill, in need of special care, treatment, or attention, from other animals and dogs; and

(n) ensure that all incidents of zoonotic diseases are identified and reported to the appropriate agency.

## Release, Future Care or Adoption

(o) Prior to releasing any dog, the Clinic will ensure it has received written authorization from the Municipal Animal Control Officer shall ensure that the Municipality posts the dog's information on the official Municipal website and Facebook page. This will maximize public awareness and facilitate the dog's reclamation by its rightful owner to release the dog to its determined owner in accordance with section 5 of this agreement;

(p) In the event that the Municipality concludes that no owner of the dog is found in three business days, the Municipal Animal Control Officer on behalf of the Municipality shall provide written confirmation to the Clinic of same. The Municipal Animal Control Officer has full authority to adopt out the dogs on behalf of the Municipality. The Municipal Animal Control Officer will provide advance notice that they will be attending the Clinic with a potential adoptee. The public will not be allowed to view a dog unless the Municipal Animal Control Officer has notified the Clinic with the date and time.

The Municipal Animal Control Officer shall ensure the following prior to the release of the dog to the owner:

- Confirm ownership of the dog
- Confirm the fees to the owner that must be paid at the Municipal Office prior to the release of the dog.
- These fees will include the following:
  - purchase of a Municipal dog tag
  - Dog reclaim and administration fee per animal plus shelter fees
  - Clinic fees – actual costs charged to the Municipality by the Clinic plus the animal reclaim and administration fee
- Ensure the owner of the dog acknowledges the release of the dog will be arranged directly with the Clinic and the Municipal Animal Control Officer during regular business hours.
- Once the Municipality is satisfied that all conditions of release have been met, an authorized employee of the Municipality shall provide written authorization to the Clinic permitting the release of a dog back to its owner, together with the full legal name of the owner, as determined in the sole discretion of the Municipality, to the Clinic so that Clinic staff can confirm the owner's identity at the time of the dog's release.
- The Municipality shall ensure that the Clinic is informed of the dog's adoption details, including the date of adoption, the location where the dog was placed, and the new owner's address.

## Euthanasia

(q) In the event that, at the Clinic's discretion, they receive a dog with medical or behavioral issues that will impact the dog's quality of life, or a dog showing signs of serious aggression that impacts the safety of others the Clinic, in concert with the Municipality, may decide to euthanize the dog.

(r) In all instances, the Clinic will ensure that any necessary euthanasia of the dog is performed in a humane manner, and that this procedure is undertaken only by a licensed veterinarian or under veterinary supervision.

(s) In the event it is necessary to euthanize the dog, the Clinic will dispose of the corpse of such dog in a manner prescribed and a method approved by law.

## Records

(t) The Clinic will maintain a record, by calendar year, of all dogs it handles in the performance of the services for the Municipality. The records, which remain the property of the Clinic, shall be released to the Municipality upon written request by an authorized officer or employee and shall contain the following information for the Municipality:

(i) the number of impounded dogs claimed by owners, adopted to new owners, sold pursuant to the *Animals for Research Act*, and euthanized;

(ii) the number of dogs quarantined at the Clinic (if/as recorded on the Clinical records);

(iii) any additional information that may be required by the federal or provincial governments upon receiving written notice of same from the Municipality.

## Facilities

The Clinic will:

(u) be responsible for the maintenance, repairs, and all other operating costs of the Clinic facilities and equipment used in connection with the services performed on behalf of the Municipality.

## Service Hours

(v) The Clinic will maintain regular business hours as provided for on the Clinic's website and will provide the agreed upon services at the Clinic during regular business hours.

(w) The Clinic will provide emergency/after hour access and care at the discretion of the Clinic. The Municipality acknowledges that if emergency/after hour access or care is required, that said care is subject to a mutual emergency on-call agreement with an on-call Clinic. If the on-call Clinic is on call outside of the Clinic's regular business hours, the Municipality acknowledges and confirms:

(i) The Municipal Animal Control Officer is responsible to arrange for and deliver the dog to the on-call Clinic;

(ii) The immediate intake and/or emergency care of the dog shall be completed by the on-call Clinic, acting as an agent of the Clinic with respect to services performed under this agreement;

(iii) Upon the re-opening of the Clinic during regular business hours, it is the responsibility of the animal control officer to transport the dog from the on-call Clinic to the Clinic; and

(iv) The on-call Clinic will invoice the Municipality directly for all services performed by them in accordance with section 4 of this agreement.

## Invoices

The Clinic will send all invoices to the Municipality to the “payables” email address including the services rendered and the breed of dog.

## Staff Report

Council Meeting Date: June 23, 2025

Subject: CLKS-2025-23 – Update on the Line Fences Act

Report from: Christine Fraser-McDonald, Clerk

Attachments:

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### **Recommendation**

Be It Resolved that the Council hereby receives Report CLKS-2025-23 – Update on the [Line Fences Act](#);

And further that Council instructs staff to prepare a by-law for the non-application of the Line Fences Act in the Municipality of Arran-Elderslie.

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### **Background**

During the review of the Line Fences Act, staff identified provisions within both the Line Fences Act and the Municipal Act, 2001 that allow municipalities to opt out of the Line Fences Act, referred to as the *non-application of the Act*.

Fence-viewers were first referenced in a legislative act of the Province of Upper Canada in 1793, and Ontario's first fencing legislation was passed in 1834. The current Line Fences Act can be traced back to that statute. Historically, fencing laws emerged from the need to resolve disputes in rural settlements, with municipalities serving as mediators in such cases.

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### **Analysis**

Opting out of the Act:

The Line Fences Act assumes that both property owners benefit from a fence marking their shared boundary. It establishes a framework for resolving disputes between landowners regarding the cost, maintenance, or repair of fences when an agreement cannot be reached independently.

However, the Act is not an efficient mechanism for addressing boundary fence disputes. It is highly complex, as evidenced by a 65-page guide maintained by the provincial government. Recognizing this, *Subsection 98 of the Municipal Act, 2001* allows municipalities to opt out of the Line Fences Act through a by-law, while ensuring that Section 20—which pertains to former railway lands—remains in effect.

Unless a municipality formally exempts itself, the Line Fences Act continues to apply. The Act is only relevant in two scenarios where neighboring landowners fail to reach an agreement:

- When no fence currently exists at the boundary, and one owner seeks to construct a new fence.
- When a fence already exists, but one owner believes it requires reconstruction or repair.

The Act does not determine the location of property boundaries—such disputes must be resolved by landowners themselves. Municipalities and fence-viewers do not have jurisdiction over boundary issues.

Three fence-viewers are required to be present at a viewing, and they are only authorized to address one or both of the following issues:

- the apportionment of responsibility for the fencing work between the two adjoining owners
- the description of the fence that is to be constructed or reconstructed on the boundary line, including the materials to be used

### Practical Considerations

Over the past seven years, there have been no requests for fence-viewing under the Line Fences Act. As a result, municipal fence-viewers lack practical experience in handling such cases.

Many inquiries received by the municipality involve property line disputes, which fall outside the scope of the Line Fences Act. In such instances, landowners often seek municipal intervention to avoid legal costs associated with surveying and legal consultation.

If Council adopts a by-law for the non-application of the Line Fences Act, property owners would be responsible for constructing fences on their own property, at their own expense. If two landowners choose to share costs, it is recommended that they enter into a formal written agreement detailing location, cost-sharing, and fence specifications. Should a dispute arise, resolution would need to be pursued through the courts.

If Council opts to proceed with the Non-Application of the Line Fences Act By-law, staff will prepare the by-law for consideration at the next Council meeting.

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### **Link to Strategic/Master Plan**

6.6 Modernizing Services

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### **Financial Impacts/Source of Funding/Link to Procurement Policy**

While there are no financial impacts at this time, it is important to note that fence viewers are compensated at a rate of \$87.55 per visit, plus mileage.

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Approved by: Emily Dance, Chief Administrative Officer



## Staff Report

Council Meeting Date: June 23, 2025

Subject: CAO-2025-12 – Strong Mayor Powers (2)

Report from: Emily Dance, Chief Administrative Officer

Attachments:

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### **Recommendation**

Be It Resolved that Council receive Report CAO-2025-11 - Strong Mayor Powers (2) for information, and that staff continue to monitor the implementation of Strong Mayor powers and report back with any procedural or policy implications.

---

### **Background**

As of May 1, 2025, the Province of Ontario expanded its Strong Mayor powers to 169 additional municipalities, including Arran-Elderslie.

These powers are intended to help municipalities deliver on provincial priorities such as: Building 1.5 million homes by 2031 and developing infrastructure (transit, roads, utilities)

This follow-up report to [CAO-2025-07](#) outlines the expansion of Strong Mayor powers to the Municipality of Arran-Elderslie, effective May 1, 2025.

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### **Analysis**

Key Powers

1. Executive Authority:

- Appoint or delegate the hiring of the Chief Administrative Officer (CAO)
- Hire/terminate certain department heads (excluding statutory roles)
- Reorganize municipal departments

## 2. Council & Committees:

- Create, dissolve, and assign functions to committees
- Appoint chairs and vice-chairs

## 3. By-law Powers:

- Propose by-laws that support provincial priorities
- Require Council to vote on proposed by-laws (passed with >1/3 support)
- Veto by-laws that may interfere with provincial priorities
- Council can override veto with a 2/3 majority

## 4. Budget Authority:

- Propose the annual municipal budget by February 1
- Veto Council amendments (subject to override)
- Initiate in-year budget amendments

## 5. Staff Direction & Delegation:

- Direct staff in writing
- Delegate powers to Council or CAO

### Mayor's Planned Approach

In consultation with the Mayor, the Mayor's intended actions in response to the Strong Mayor powers aim to balance executive authority with collaboration and transparency. By delegating key responsibilities back to Council and the CAO, and maintaining traditional budget collaboration with staff, the Mayor seeks to support provincial priorities while fostering a cooperative and informed municipal governance.

### Delegation of CAO Appointment and Council/Committee Responsibilities

The Mayor intends to delegate the appointment of the Chief Administrative Officer (CAO) and the responsibilities related to Council and committees back to the Council. This delegation aims to ensure that these critical decisions are made collaboratively and with the input of all Council members.

### Delegation of Executive Authority for Hiring/Terminating and Reorganizing

The Mayor will delegate the executive authority for hiring and terminating certain municipal division heads, as well as reorganizing municipal departments, back to the CAO. This delegation will enable the CAO to manage the organizational structure efficiently while ensuring compliance with legal requirements and existing agreements.

### Budget Collaboration with Staff

The Mayor will continue to work with staff in the traditional manner to propose the annual municipal budget at the end of the year. This collaborative approach will ensure that the budget reflects the needs and priorities of the municipality and ensure input from the public, members of Council, and staff recommendations through established consultation processes.

### By-law Powers and Public Documentation

The Mayor will be required to exercise by-law powers in writing, and all related documentation will be made public and included in the by-law. This transparency will ensure that the community is informed about the by-laws proposed and the reasons behind them.

### Implementation and Monitoring

Staff will monitor the implementation of delegated powers and report back to Council on any procedural or policy impacts. This includes tracking the use of by-law powers and ensuring compliance with public documentation requirements.

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## **Link to Strategic/Master Plan**

6.6 Modernizing Services

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## **Financial Impacts/Source of Funding/Link to Procurement Policy**

There are no financial impacts related to this report.

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Approved by: Emily Dance, Chief Administrative Officer

## Staff Report

Council Meeting Date: June 23, 2025

Subject: PLAN-2025-02-Site Plan Agreement – 604 Queen Street S, Paisley

Report from: Emily Dance, Chief Administrative Officer

Attachment: DRAFT Site Plan Agreement -604 Queen Street

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### **Recommendation**

Be It Resolved that Council hereby approves Report PLAN-2025-02;

AND approves entering into a Site Plan Agreement with The Fisher Grist Milling Corporation for 604 Queen Street S, Paisley;

AND FURTHER authorizes the appropriate By-law coming forward.

---

### **Background**

The [Planning Act](#) (Section 41), allows municipalities to regulate development by requiring review and approval of detailed [site plans](#) before construction can begin. This ensures that development meets certain standards, including those related to design, access, and environmental protection.

The Municipality of Arran-Elderslie passed [By-law 43-2018](#) being a By-law to Establish Site Plan Control placing all lands within the Municipality under Site Plan Control. For the most part, the By-law relates to Commercial, Institutional, Industrial and Multi-Family residential development. (Single family and 10 or fewer units exempt)

A site plan agreement is a required component of the site plan approval process and must be in place before a building permit can be issued. This legally binding contract between the Municipality and the developer establishes the specific terms and conditions for site development, ensuring compliance with approved plans and municipal standards. The agreement is registered on title, reinforcing its role in regulating the project's execution.

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## **Analysis**

On October 20, 2023, the Municipality approved the Site Plan Drawings for 604 Queen Street S, Paisley (Paisley Inn) and entered into an undertaking, including a \$10,000 deposit.

It has since been brought to the Municipality's attention that a formal Site Plan Agreement has not yet been executed, as required by the Site Plan process. The developer has requested this agreement to submit to the County of Bruce as part of their ongoing planning process.

Staff recommend that the Municipality enter into a Site Plan Agreement with The Fisher Grist Milling Corporation for 604 Queen Street S, Paisley, and request that the corresponding By-law be brought forward for consideration.

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## **Link to Strategic/Master Plan**

6.3 Facilitating Community Growth

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## **Financial Impacts/Source of Funding/Link to Procurement Policy**

The developer shall be responsible for all legal fees associated with registering the agreement on title.

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Approved by: Emily Dance, Chief Administrative Officer

## Staff Report

Council Meeting Date: June 23, 2025

Subject: PLAN-2025-02-Site Plan Agreement – 604 Queen Street S, Paisley

Report from: Emily Dance, Chief Administrative Officer

Attachment: Site Plan Agreement -604 Queen Street

---

### **Recommendation**

Be It Resolved that Council hereby approves Report PLAN-2025-02;

AND approves entering into a Site Plan Agreement with The Fisher Grist Milling Corporation for 604 Queen Street S, Paisley;

AND FURTHER authorizes the appropriate By-law coming forward on today's agenda to allow the development to continue to move forward.

---

### **Background**

The [Planning Act](#) (Section 41), allows municipalities to regulate development by requiring review and approval of detailed [site plans](#) before construction can begin. This ensures that development meets certain standards, including those related to design, access, and environmental protection.

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A site plan agreement is a required component of the site plan approval process and must be in place before a building permit can be issued. This legally binding contract between the Municipality and the developer establishes the specific terms and conditions for site development, ensuring compliance with approved plans and municipal standards. The agreement is registered on title, reinforcing its role in regulating the project's execution.

---

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Staff recommend that the Municipality enter into a Site Plan Agreement with The Fisher Grist Milling Corporation for 604 Queen Street S, Paisley, and request that the corresponding By-law be brought forward for consideration on today's agenda to allow the development to move forward.

---

## **Link to Strategic/Master Plan**

6.3 Facilitating Community Growth

---

## **Financial Impacts/Source of Funding/Link to Procurement Policy**

The developer shall be responsible for all legal fees associated with registering the agreement on title.

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Approved by: Emily Dance, Chief Administrative Officer



**Page 2**  
**Site Plan Control Agreement**

**RECITALS**

1. The foregoing recitals are true and accurate and shall form part of this Agreement, and the terms defined therein shall bear the meanings indicated throughout this Agreement.

**DEFINITIONS**

2. In this Agreement and the Schedules attached hereto, the following terms shall have the meaning set out below unless otherwise redefined or where the subject matter or contract requires another meaning to be ascribed:
  - a. **"Building Area"** shall mean the only area upon which the erection and use of buildings and structures shall be permitted.
  - b. **"Landscaped Open Space"** shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios but shall not include parking areas, traffic aisles, driveways and ramps.
  - c. **"Parking Area"** shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including maneuvering aisles and other space necessarily incidental to the parking of motor vehicles.
  - d. **"Natural Open Space"** shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area, Natural Open Space areas shall be subject to the requirements of the Maintenance and Occupancy (Property Standards) By-Law as amended from time to time for the Municipality and shall be kept clear of all weeds and natural growth which is prohibited by other Municipal by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.

**SCHEDULES**

3. The following schedules, ("**Schedules**") are attached hereto and form part of this Agreement:

**Schedule 'A'** - Description of Subject Lands

**Schedule 'B'** - Approved Site Plan

**Schedule 'C'** – Special Site Development Requirements

**Schedule 'D'** – Deposit

**EXECUTION, CERTIFICATION AND REGISTRATION**

4. The Owner shall, at the time of execution of this Agreement by the Owner, provide the Municipality with an opinion letter, directed to the Municipality and signed by an Ontario solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and confirming whether there are any mortgages or encumbrances affecting the Subject Lands.
5. The Owner hereby consents to and authorizes the registration of this Agreement by the Municipality's Solicitors against title to the Subject Lands in the Land Registry Office for the County of Bruce (No. 3), which shall be at the sole discretion of the Municipality. The Owner agrees to pay any and all costs associated with the registration of this Agreement or any other documents pertaining to this Agreement.
6. The Owner hereby agrees to provide to the Municipality, prior to the execution

**Page 3**  
**Site Plan Control Agreement**

of this Agreement by the Municipality, a postponement or postponements whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement, and to the registration of the postponement, and for itself, its successors and assigns, subordinates and postpones all of its right, title, and interest in the Subject Lands to the terms, provisions, obligations and conditions contained in this Agreement.

**PAYMENT OF MUNICIPALITY'S COSTS**

7. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner". The Owner shall pay and reimburse the Municipality forthwith on demand, for all administrative, planning, legal, engineering, inspections and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the Schedules attached hereto.
8. The Owner agrees to forthwith upon application to the Municipality for the preparation of this Agreement, pay to the Municipality a deposit in the amount referred to in **Schedule "D"** attached hereto (the "**Deposit**") to be used and applied to accounts rendered to the Municipality by the Municipality's solicitor and engineer for the costs referred to within this Agreement and any non-refundable administration fee(s) retained by the Municipality in accordance with its Fees and Service Charge By-law, as amended from time to time.
9. Invoices rendered by the Municipality's Solicitor and Engineer shall be submitted directly to the Municipality for payment. The Municipality will submit the accounts to the Owner for reimbursement from the funds held as referred to above so that the initial amount is available for the Municipality at all times to pay further invoices as received from time to time. If the Owner fails within a period of twenty (20) days from the date of mailing of accounts to reimburse the Municipality for invoices submitted, it is understood that the Municipality, in addition to any and all other remedies it may have, may also draw on the security provided by the Owner required by Paragraphs 11 and 12 of this Agreement.
10. The parties agree that all funds required under this Agreement will be held by the Municipality in a Special General Account without interest.

**SECURITY**

11. In order to guarantee compliance with all conditions contained within this Agreement and to ensure completion, the Owner covenants and agrees to deposit with the Municipality prior to or upon execution of this Agreement, a letter of credit or other acceptable security as the Municipality may deem satisfactory in the amount(s), as provided in **Schedule "D"**, hereinafter referred to as the "Security". Securities, where provided through a Letter of Credit, shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit shall contain the following clause: "It is a condition of the Letter of Credit that it shall be deemed to automatically extended without amendment from year to year from the present or any future expiration date thereof, unless thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we may elect not to consider this Letter of Credit to be renewable for any additional period." Unless each and every Letter of Credit is renewed as noted, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy, whether partially or full completed, from the said thirty (30) days prior to the expiration of the Letter of Credit.
12. The Security shall be calculated based on the following:
  - a. 100% of all costs associated with any off-site servicing or works; and
  - b. 50% of all costs to give the Municipality sufficient comfort that all site works,

**Page 4**  
**Site Plan Control Agreement**

including landscaping and all stormwater management works are completed.

13. The Security may be reduced by the Municipality as the works are completed in the sole discretion of the Municipality but will be released once all conditions of this Agreement are satisfied, as determined by the Municipality.
14. The Owner covenants and agrees that the Security shall be kept in full force, and that it will pay all premiums as they become due. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out work or matters required by this Agreement, and the Owner fails to comply within thirty (30) days' written notice or with a direction to carry out such work or matter, the Municipality may draw upon the Security.
15. Where the Owner is required by this Agreement to do work and where such work is not done by the times stipulated herein (the "**Prescribed Time Period**") or where the Owner does not otherwise abide by this Agreement, the Security shall be forfeited absolutely to the Municipality as liquidated damages and not as a penalty. It is expressly agreed that it is difficult to calculate the damages which would result from the Owner's failure to construct the services stipulated by such dates. The liquidated damages are not intended to be a penalty but rather represent the parties' best estimate of damages.
16. The Owner also agrees that in default of any required work being completed within the Prescribed Time Period, or failure to provide, retain, maintain, repair or use those matters and facilities of this Agreement, the Municipality, its employees, workers, agents, and contractors shall have the right after thirty (30) days' written notice to the Owner to enter onto the Subject Lands to demolish in whole or in part and to conduct such works as are reasonable and necessary to improve safety of the works, or to restore, in whole or in part the location to its natural state or as it was prior to the commencement of any construction thereon, as the Municipality deems necessary in its sole discretion, and all expenses incurred by the Municipality in doing such works shall become a charge against the Subject Lands, and may be added to the tax roll for the Subject Lands and collected in a like manner as unpaid municipal taxes or may be recovered by court action. Any action taken by the Municipality shall not be deemed to be an assumption by the Municipality of any liability in connection with the development of the Subject Lands, nor a release of the Owner from any of its obligations under this Agreement.
17. The Owner agrees that the Security may be used to rebuild or repair any public facilities damaged or altered during development of Subject Lands. The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the Subject Lands to the requirements of the Municipality and the Owner shall pay all costs of such reconstruction or repair.

**INSURANCE**

18. If requested by the Municipality, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipality. Such policy or policies shall be issued in the joint names of the Owner, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be five million dollars (\$5,000,000.00) all inclusive, but the Municipality shall have the right to set higher amounts, as its sole discretion. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' written notice of termination of such policy. Such insurance policy shall provide coverage for a period of at least one (1) year and shall continue until all the work required by the Owner under this Agreement is completed and, where applicable, assumed by the Municipality. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

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**Site Plan Control Agreement**

**RELEASE AND INDEMNIFICATION**

19. The Owner agrees that the Municipality shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Subject Lands by reason of anything done by or on behalf of the Municipality under this Agreement.
20. The Owner hereby releases the Municipality, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement.
21. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims or demands whatsoever against the Municipality, its Council, employees, workers, agents, contractors, and consultants, and further covenants and agrees to indemnify and save harmless the Municipality, its Council, employees, workers, agents, contractors, and consultants from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality, its Council, employees, workers, contractors, and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands, including without limitation, the installation, maintenance, repair and/or operation of any facilities therein.
22. Without limiting that set out above, the Owner shall at all times indemnify, defend, and save harmless the Municipality of and from all loss, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untraveled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a priority lien and charge upon the Subject Lands.

**SITE DEVELOPMENT AND MAINTENANCE PROVISIONS**

23. The Owner shall undertake development on the Subject Lands at its sole expense and in conformity with the site plan identified in **Schedule "B"** attached hereto, which shall hereinafter be referred to as the "**approved site plan**" and agrees to construct all off-site works as shown on the approved drawings referred to in **Schedule "B"** attached hereto.
24. The Owner shall employ engineers or architects registered in Ontario or other competent persons to:
  - (a) Prepare designs;
  - (b) Prepare and furnish all required site plan drawings including but not limited to, site services, site grading, stormwater management, landscaping, and site lighting;
  - (c) Provide contract administration and on-site supervision of the construction, all site services and stormwater management facilities;
  - (d) Provide as built drawing for site services;
  - (e) Provide testing and disinfection documentation for installed services;
  - (f) Prepare and provide the Municipality, at the Owner's expense, with a certificate or letter of compliance confirming that the site works have been constructed in general conformance of the approved drawings and that the installation of water services, sanitary service and stormwater infrastructure

**Page 6**  
**Site Plan Control Agreement**

confirms to the Ontario Building Code and with the requirements within this Agreement and Schedules attached hereto. The certificate shall include the following wording:

**“Based on our review, I/we confirm that all Work has been constructed in general conformance to the design drawings, and that water services and sanitary services have been constructed in accordance with the requirements of the Ontario Building Code.”**

(g) And such other matters as requested by the Municipality, acting reasonably.

All of the matters referred to in this Paragraph shall be completed to the Municipality’s satisfaction and may be waived by the Municipality, at its sole discretion.

25. The Owner agrees to provide, install or otherwise abide by, at its sole expense, the special site development requirements detailed in **Schedule "C"** attached hereto.
26. The Owner agrees to apply for a building permit within six (6) months from the date of this Agreement. Such application shall ensure completeness in accordance with the provisions as set out in the Ontario Building Code at the time of the application (O. Reg. 163/24). This Agreement is null and void if the Owner fails to supply a complete application for permit within the prescribed time unless otherwise authorized by the Chief Building Official.
27. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at its sole risk and expense. The Subject Lands shall not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
28. The Owner agrees to maintain in good repair and at its sole expense the Subject Lands in conformity with the provisions of **Schedule "B"** (approved site plan) and **Schedule "C"** (special site development requirements), and all other requirements pursuant to this Agreement.
29. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in the location as shown on **Schedule "B"**, and further the Owner is responsible for garbage removal.
30. The Owner agrees that proper receptacles will be used for recycling and placed curbside to be picked up in conjunction with the municipal recycling program. The Owner agrees to separate paper, glass, plastic and cans, and box board in accordance with the provisions of the recycling program. The Owner further agrees to flatten and dispose of corrugated cardboard.
31. The Owner agrees that, at its sole expense, all parking areas provided on the Subject Lands shall, in all circumstances, be reasonably maintained clear of snow so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of useable parking spaces below the minimum number of spaces required by the Municipality's Zoning by-law. The Owner agrees not to store snow on-site such that it blocks visibility adjacent to a street or drainage facilities on-site or where adequate drainage facilities are not provided for or where melt water would adversely affect an abutting property.
32. The Owner agrees to maintain in good repair to the standards acceptable to the Municipality at its own expense all Landscaped Open Space, private driveways and complementary facilities, and private approach sidewalks which are located on untraveled portions of Municipal road allowances abutting the Subject Lands.
33. The Owner agrees to do the following:
  - a. Subject to the *Public Transportation and Highway Improvement Act*,

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**Site Plan Control Agreement**

R.S.O. 1990, facilities to provide access to and from the Subject Lands such as access ramps, curbing and traffic direction signs;

- b. To dedicate to the Municipality, free and clear of all encumbrances, all easements and land required by the Municipality for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the land and, on request by the Municipality, to deliver the properly executed documents in a form that can be registered to the Municipality in order to complete the dedication to the Municipality and to pay all costs incurred by the Municipality in respect to the aforementioned dedications; and
  - c. To dedicate to the Municipality, where required by municipal by-law, any land for the widening of highways that abut the Subject Lands free and clear of all encumbrances.
34. Upon completion of the development of the Subject Lands in conformity with the provisions of this Agreement, the Chief Administrative Officer will confirm in writing that the terms of the Agreement have been satisfied ("**Letter of Confirmation**"). Confirmation from the Chief Administrative Officer shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Municipality shall not be estopped from pursuing any or all its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Municipality's requirements, regulations or by-laws which relate to the Subject Lands.
35. Until the issuance of a letter of confirmation by the Chief Administrative Officer, in the event that the prescribed time period has lapsed, the Municipality has the right to refuse issuance of any permit necessary to carry out any additional work on the Subject Lands.
36. Upon execution of this Agreement, and if required by the Municipality, the Owner shall enter into any other agreements or sign any other documents the Municipality deems necessary.

**NOTICE**

37. If any notice is required to be given by the Municipality to the Owner with respect to the Agreement, such notice shall be delivered to:

The Fisher Grist Milling Corporation  
205-146 Forfar St W  
Caledonia ON  
N3W 1J2  
Attention: Garrett Eggink  
Email: [geggink@caribouholdings.com](mailto:geggink@caribouholdings.com)

or may be given to the Owner by prepaid registered mail, facsimile transmission or by electronic mail transmission. Any notice sent by electronic mail transmission or facsimile transmission shall be deemed effective on the day sent. If given by prepaid mail, it shall be deemed to have been delivered on the fifth (5<sup>th</sup>) business day after mailing.

If notice is to be given by the Owner to the Municipality it shall be similarly given to:

Municipality of Arran-Elderslie  
PO Box 70, 1925 Bruce Road #10  
Chesley, ON N0G 1L0  
Attention: Clerk  
Email: [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

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**Site Plan Control Agreement**

**GENERAL PROVISIONS**

38. All of the requirements referred to in this Agreement including the Schedules hereof shall be completed to the sole satisfaction of the Municipality with respect to the timing for completion of it and with respect to the quality thereof.
39. The Owner hereby grants to the Municipality, its employees, workers, agents, and contractors a license to enter the Subject Lands for the purpose of inspection of the works or for any other purpose pursuant to the rights of the Municipality under this Agreement.
40. Any transfer or assignment of this Agreement by the Owner or its successors without the prior written consent of the Municipality shall not act as a release of the Owner's or its successors' obligations under this Agreement. At the Municipality's sole option and discretion, the Municipality may require any successors or assignees of the Owner to enter into a further Site Plan Control Agreement with the Municipality, including but not limited to, providing any security required herein as Owner. If the Owner is a corporation, any change in which the Owner becomes controlled, directly or indirectly, by a different person or persons from the person or persons that controlled, directly or indirectly, the Owner at the date of execution of this Agreement shall constitute an assignment or transfer for the purposes of this Paragraph. Notwithstanding this Paragraph 40, if any conflict should arise due to this Paragraph and Paragraph 50 herein, Paragraph 50 shall supersede and prevail.
41. The Owner shall not call into question in any proceedings, directly or indirectly, whatsoever in law or in equity or before any administrative tribunal the right of the Municipality to enter into this Agreement and enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Owner in any such proceedings.
42. Nothing within this Agreement shall relieve the Owner from complying with all applicable municipal, provincial, and/or federal requirements.
43. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
44. Should any provisions of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that both parties, directly or through their agents have participated in the preparation of this Agreement.
45. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
46. The terms of this Agreement may be amended, altered, substituted, deleted, replaced, or added to only if such modification is in writing, signed by both parties and expressly stated to be a modification of this Agreement.
47. Headings in this Agreement shall not to be considered part of this Agreement and are included solely for the convenience of reference. They are not intended to be full or accurate descriptions of the contents thereof.
48. In this Agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

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**Site Plan Control Agreement**

49. The Owner acknowledges that the Owner has been advised to consult a lawyer before executing this Agreement. The Owner represents and warrants that the Owner has either obtained independent legal advice from the Owner's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Owner represents and warrants that the Owner has read this Agreement and understands the terms and conditions and the Owner's rights and obligations under this Agreement and agrees to be bound by it.
50. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions, and conditions herein shall be of the same force and effect as a covenant running with title to the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and all subsequent owners of the Subject Lands.
51. The clauses of this agreement are independent and severable and the striking down or invalidation of anyone or more of the clauses does not invalidate all or any of the remaining clauses.
52. Time shall remain of the essence.
53. Once all parties have signed this Agreement, any and all other documents required to be signed by this Agreement or to give effect to this Agreement shall be executed by the Mayor and Clerk for the Municipality and once signed, shall be binding on the Municipality.
54. Notwithstanding Paragraph 53, the Municipality's Chief Administrative Officer is authorized to agree to and execute on behalf of the Municipality, minor variations to provisions of this Agreement. Any and all substantial variations to this Agreement must be approved by Council and presented as a Site Plan amendment to this Agreement.
55. If the entirety of this Agreement becomes null and void, the by-law authorizing this Agreement shall be repealed and the Mayor and Clerk shall be authorized to sign a release of this Agreement.
56. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

*Remainder of page left intentionally blank.*

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**Site Plan Control Agreement**

**IN WITNESSETH WHEREOF** the parties have hereunto set their hand and seal on the date first written above.

**SIGNED, SEALED AND DELIVERED**

**THE FISHER GRIST MILLING CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

**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.

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**Site Plan Control Agreement**

**SCHEDULE "A"**

**Description of the Subject Lands**

ALL AND SINGULAR that certain parcel or tract of land in the County of Bruce, Province of Ontario, and composed of:

LT 3 N/S ROWE ST, 4 N/S ROWE ST PL 12; PT LT 2 N/S ROWE ST, 5 N/S ROWE ST  
PL 12 AS IN R345380; MUNICIPALITY OF ARRAN-ELDERSLIE  
PIN: 33181-0121 LT

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**SCHEDULE "B"**

**Approved Site Plan**

The "**approved site plan**" shall be the plan(s) drawn by an engineer, architect or competent person and marked as the "approved site plan", signed by the Municipality's Chief Administrative Officer and signed by the Owner with any changes from time to time marked in red and initialed by the Chief Administrative Officer and the Owner. This "approved site plan", as amended from time to time, shall be filed with the Clerk at the municipal office of the Municipality. For greater certainty, the approved site plan includes the following drawings:

1. A1.0 Site Plan INVIZIJ Architects Inc. Rev 1, 2023-01-06 (as redlined October 20, 2023)
2. A1.1 Site Details INVIZIJ Architects Inc. 12/18/22
3. A4.01 Elevations INVIZIJ Architects Inc. 05/27/21
4. A4.02 Elevations INVIZIJ Architects Inc 05/31/21
5. ESK-1 Site Lighting Photometrics INVIZIJ Architects Inc CK Engineering Inc. DEC 2022
6. L100 Landscape Concept NAK design strategies, October 10, 2022 (as redlined October 20, 2023)
7. L500 Landscape Concept NAK design strategies, October 10, 2022
8. Survey BSR & D Reference 18-14-778-00, August 29, 2018
9. 21-111.GSS Engineering Consultants, Proposed Storm & Grading Plan, Dec 2020

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**SCHEDULE "C"**

**Special Site Development Requirements**

1. The Owner agrees that the completion date for all work required pursuant to this Agreement shall be December 31, 2027 and provide the Municipality with as constructed drawings for site services.
2. The Owner agrees to prepare a grading and drainage plan acceptable to the Municipality and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Municipality. Upon completion, the Owner shall submit a Final Grading Certificate completed by a Professional Engineer.
3. The Owner agrees that any floodlighting installed, erected or constructed on the Subject Lands shall be installed in such a manner so as to deflect light away from adjacent streets and properties or controlled in such manner to reduce and/or minimize any glare to the adjacent streets and properties.
4. The Owner shall ensure that during development of the Subject Lands, appropriate devices are installed and measures are taken to prevent unreasonable erosion of soil from the Subject Lands by wind or water, and the Owner agrees to comply with all requests of the Municipality's Chief Building Official and/or Engineer in this regard, acting reasonably.
5. The Owner shall provide all records relating to the testing of municipal water mains and sanitary sewers to the Municipality prior to connection to the Municipal system. The Municipality will conduct Bacteriological sampling for the watermain at the Owner's expense.
6. The Owner shall install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located not closer to any trees than the drip line of such trees, and the Owner agrees to comply with any and all requirements of the Municipality's Manager of Public Works in this regard, acting reasonably.
7. The Owner agrees that any internal driveways which are necessary for, and designated as, a fire route shall be so designed so as to carry the weight of the Municipality's fire fighting equipment and as per the *Ontario Building Code, 1992, S.O. 1992, c.23*, and regulations thereunder.
8. The Owner agrees to provide all landscaping as shown on the approved site plan. All plantings shall be installed to the specifications and requirements as indicated on the approved site plan.
9. The Owner agrees to appropriately and properly finish all lands lying between the Subject Lands and any and all abutting streets, which, without limiting the generality of the foregoing shall include the following:
  - i. landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed.
  - ii. installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Municipality's Public Works and/or Municipality's Engineer.

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**Site Plan Control Agreement**

- iii. removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.
10. As part of its ongoing obligations on the site the Owner acknowledges that the stormwater management facilities, catch basins and will require maintenance. The Owner agrees to maintain, clean, repair or if needed replace the basins and other storm water management works to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and assess storm water management works and order the developer to comply with its maintenance obligations.
11. As part of its ongoing obligations on the site the Owner acknowledges that that fire hydrant will require maintenance. The Owner agrees to maintain, repair, or if needed replace the hydrant and other appurtenances to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and flush the hydrant in order to comply with its maintenance obligations.

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Site Plan Control Agreement

SCHEDULE "D"

Deposit

Deposit - \$10,000.00



## Staff Report

Council Meeting Date: June 23, 2025

Subject: CAO-2025-13 RZone Policy

Report from: Emily Dance, Chief Administrative Officer

Attachments: Draft RZone Policy

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### **Recommendation**

Be It Resolved that Council hereby approves Report CAO-2025-13 RZone

AND approves the RZone Policy for the Municipality of Arran-Elderslie AND FURTHER approves the appropriate By-Law coming forward.

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### **Background**

The RZone policy was originally developed by the Town of Oakville to create a code of conduct that was easily understood and recognizable by users of all recreational facilities. The "R" in RZone stands for Respect and Responsibility. Respect for yourself, Respect for others and Responsibility for your actions.

RZone is meant to be a proactive educational and awareness strategy to promote respectful and responsible behaviours from all patrons.

The program applies to all recreational facilities, municipal properties, and municipally run programs, events and meetings. The program requires all individuals visiting or using a facility, park or program to respect others and take responsibility in helping to maintain a positive environment.

The policy promotes positive behaviour and gives users, visitors, and staff tools to help discourage individuals from creating spaces that are threatening, negative or unsafe.

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## **Analysis**

RZone Application: The RZone Policy is intended to apply to all recreational facilities, municipal properties, as well as municipally run programs, events and meetings. It applies to spectators, players, fans, coaches, officials, parents, caregivers, volunteers, user groups and staff. Anyone in the building, or on the property, is bound by the RZone Policy.

### Prohibited Behaviours:

Inappropriate behaviours and violence for the purpose of the RZone policy include, but are not limited to:

- Threats/ attempts to intimidate
- Aggression
- Illegal consumption of alcohol or drugs
- Harassment
- Verbal assault/use of profane or abusive language
- Physical assault/harm
- Vandalism
- Racism
- Theft
- Attempts to goad or incite violence
- Bullying, mistreatment which intimidates, humiliates, or demeans another person
- Possession of weapons or firearms prohibited under the Criminal Code
- Any contravention of other Federal or Provincial laws, Regulations, Municipal By-laws or policies deemed inappropriate behaviour
- Refusal to follow the rules established by the Municipality of Arran-Elderslie for use of its facilities or spaces.

### RZone Responsibilities:

If a staff member or patron witness any of the behaviours listed above it needs to be reported within 24 hours. If an incident is witnessed at a facility or in a program the individual can report it to the onsite staff member who will assist with filling out the RZone Incident form. If a person witnesses an RZone infraction and staff are not present they can contact the Municipality for assistance with filling out an incident form.

Once an RZone Incident form is submitted to the appropriate Manager, they will review the information, determine the next steps with the CAO, and follow up. All user groups will be made aware of the RZone Policy and asked to inform and educate their membership.

It should be noted that if a staff member, individual or group feels personally threatened they should call the police immediately.

### Consequences for Violating the RZone Policy:

Consequences for an RZone infraction will depend on the severity of the incident. All reported incidents will be followed up in the form of a phone call, email or in person meeting with the department Manager and CAO. Consequences beyond a

warning may include, being asked to leave the site, denying entry into a facility, program, meeting or event for a designated amount of time, or issuing a no trespass notice. Consequences may be applied to one site or multiple locations depending on the incident. Other actions may be taken such as a report to the police and charges to reimburse for the cost of Municipal losses or damages in instances such as theft or vandalism.

The draft policy was circulated to staff for review. Staff recommend that Council adopt the RZone Policy. This program has been adopted by neighbouring communities and is becoming a well-known symbol in many municipal facilities. Patrons travelling between municipalities easily recognize RZone signs and understand the expected standards of behaviour in those designated spaces.

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### **Link to Strategic/Master Plan**

6.5 Engaging People and Partnerships

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### **Financial Impacts/Source of Funding/Link to Procurement Policy**

The financial impact of adopting this policy includes educating the public and printing promotional materials. There are no additional costs to train staff, as this topic will be covered at regularly scheduled staff meetings.

Some staff time would be dedicated to developing social media posts and educational pamphlets to disseminate to the public. These pamphlets will be shared, electronically, with users who book Municipal facilities. The Town of Oakville grants permission to use their resources and RZone logo.

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Approved by: Emily Dance, Chief Administrative Officer

## Policy

Section: Administration – Public Relations

Policy: RZone Policy

Policy By-Law: **DRAFT**

Date: xx Revision:

### 1. Purpose:

The Municipality of Arran-Elderslie (The Municipality) is committed to fostering an environment where there is Respect for yourself, Respect for others; and Responsibility for your actions.

The Municipality discourages any form of inappropriate behaviour at all municipal facilities, properties, sponsored events, programs, in written or verbal communications (including email or phone), in municipal vehicles, or at any other location where municipal staff are present.

This procedure outlines the measures and enforcement steps to be taken to address inappropriate behaviour. The goal of this procedure is to promote a positive, safe, and supportive environment for all members of the public and staff. In addition, this procedure will encourage respect, commitment and considerate relationships between the Municipality and members of the public.

### 2. Application and Scope

This policy applies to all members of the public and staff at all municipal facilities, properties, municipal sponsored events, programs, in written or verbal communications (including email or phone), in municipal vehicles, or at any other location where municipal staff are present including but not limited to patrons, guests, spectators, fans, coaches, officials, players, parents, volunteers and staff. It covers structured (i.e. permit issued) and unstructured (i.e. no permit issued) activities.

Staff are not expected to put themselves at risk or jeopardize anyone's safety when dealing with any real or perceived situation. If at any time staff feels threatened, they are to call the Ontario Provincial Police for assistance. Inappropriate behaviours or actions for the purpose of this procedure include, but are not limited to, the following:

- a. Aggressive or intimidating approaches to another individual (verbal assault)
- b. Threats

- c. Attempts to goad or incite anger in others
- d. Throwing of articles in a deliberate or aggressive manner
- e. Physical striking of another individual
- f. Theft of property
- g. Possession of weapons
- h. Illegal consumption of alcohol or drugs
- i. Contravention of municipal by-laws, policies, or procedures
- j. Vandalism
- k. Harassment

If the nature of an issue is known in advance to be contentious (at a meeting, event, or any other location where municipal staff are present) staff are to alert the Ontario Provincial Police. Depending on the nature of the issue, staff may request the attendance of an officer.

This policy is designed to provide members of the public and staff with a positive approach to promoting appropriate behaviour and actions. Municipal departments may use this policy as a guiding principle.

## Procedure

### **Public Notification**

The Municipality will undertake a promotional and educational campaign aimed at raising awareness among visitors, participants, volunteers, officials, spectators and patrons of the RZone operating procedures and, in particular, the importance of their role in creating a positive atmosphere.

The Municipality will work to ensure that all members of the public are notified by signage that they are entering an RZone property; however, it is assumed by the individual that any municipal facility entered is under the RZone policy.

In addition, necessary and required ongoing training and education will be provided to staff and volunteers to support the implementation of this procedure.

### **Reporting an incident—where staff have witnessed an incident**

When instances of inappropriate behaviour or actions occur, staff shall act in the following manner:

1. Report acts of inappropriate behaviour to the most senior staff person

present at the incident.

2. Without jeopardizing anyone's safety, advise the identified individual(s) to stop the activity immediately or they will be asked to leave ("verbal warning").
3. If the individual(s) does not co-operate, inform the individual(s) that they are now trespassing, and the police will be called.
4. If the individual(s) refuses to leave, staff will not engage in an argument or physical confrontation. At this point staff are to call the police and wait for them to arrive while ensuring that they and any others in jeopardy are in a safe location.
5. Prepare a RZone Incident Report (Appendix A) on all incidents addressed in this procedure.

### **Reporting an incident – where staff have not witnessed an incident being reported**

When instances of inappropriate behaviour or actions are reported to staff, staff shall act in the following manner:

1. Report any act(s) of inappropriate behaviour to the most senior staff person of the appropriate department within 24 hours of the incident being reported.
2. Prepare a RZone Incident Report on incidents addressed in this procedure.

Members of the public are to report acts of inappropriate behaviour to a municipal staff member within 24 hours of the incident.

The Municipality's primary concern is the safety of members of the public and staff. If at any time members of the public or staff feel personally threatened, they are to call the police immediately. It is NOT the expectation that members of the public or staff put themselves at risk or jeopardize anyone's safety when dealing with any perceived or real situation.

Non-Emergency Contact: (888) 310-1122

Emergency Contact: 911

### **Reporting an incident – where staff are receiving inappropriate written or verbal communication**

When instances of inappropriate behaviour or actions occur, staff shall act in the following manner:

1. Report acts of inappropriate behaviour to the most senior staff person of the appropriate department within 24 hours of inappropriate written or verbal communication.

2. Advise the individual to stop the inappropriate activity immediately or you will end the communication.
3. If the individual does not co-operate, inform the individual that you are ending the communication with them, and do not reply to any further attempts made by the individual to contact you.
4. Prepare a RZone Incident Report on all incidents addressed in this procedure.

### **Reporting Process**

1. Staff shall fill out a RZone Incident Report and forward it to the appropriate manager within 24 hours of the incident.
2. The appropriate manager should forward the report to the CAO within 48 hours of the incident.
3. The CAO or designate should provide notice to the identified individual of action to be taken within 14 days of the incident.
4. Appropriate staff will be notified of any individual(s) who has been subject to remedial action under this procedure as well as the action taken.
5. The original RZone Incident Report shall be filed at the municipal office and retained according to the retention by-law.

### **Consequences of Non-Compliance**

1. Individuals who engage in any inappropriate behaviour, as defined in this procedure, may, depending on the severity, be removed immediately from the premises. A letter of warning may be sent to an individual advising them of appropriate behaviour. If necessary, an individual may be banned from municipal premises for a period of time. The length of the ban will be determined by the appropriate manager and CAO, and will depend on the severity of the situation. Enforcement guidelines are referenced in Appendix B.
2. In addition to any other measures taken, where any damage to municipal property has occurred, the individual(s) responsible will be required to reimburse the Municipality for all costs associated with any repairs, administration fees, as well as any lost revenues, or, where appropriate, be required to repair the damage.

### **Appeal Process**

1. If an individual wishes to appeal any action taken by the Municipality, the individual may present their case in writing to the Municipality of Arran-Elderslie Council within 14 days of the decision.
2. The appeal will be reviewed by the Municipality of Arran-Elderslie's Council, and

any decision made is final.

### **Responsibilities**

1. Staff and participants are responsible for behaving and acting in a manner that respects the rights of others to promote an environment that can be enjoyed by all.
2. The Municipality shall work in partnership with the community to ensure everyone has the opportunity to enjoy a respectful and positive environment.
3. Training and education will be provided to staff (e.g. RZone orientation) to support the policy and procedure.

### **Action To Be Taken—depending on the severity of the incident:**

- a) A “Letter of Warning” may be issued to the identified individual for any behaviour that is in violation of this procedure.
- b) For incidents where behaviour is grossly inappropriate or threatening to another member of the public or staff, or for repeated incidents, a “Letter of Trespass” may be issued to the identified individual indicating that further participation is no longer welcome. A temporary or permanent ban is to be determined by the appropriate manager and CAO.

### **3. Definitions:**

Harassment - engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome” as defined by the Ontario Human Rights Code and covered by the Municipality's Workplace Harassment and Violence Policies

Notice – where there has been a violation of this procedure, a letter may be issued to the identified individual providing details of the specific behaviour that is not tolerated and any action to be taken.

Vandalism - the deliberate destruction, damage or defacing of property owned or leased through the Municipality

## Appendix A

## RZone Incident Report Form

## Staff Individual Reporting Details

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Date incident occurred: \_\_\_\_\_

## Incident Information

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Incident location:

\_\_\_\_\_

Incident information:

\_\_\_\_\_

## Participants Involved

Complainant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

Respondent Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

Category \*Please circle all that apply

Verbal assault

Use of drugs or alcohol

Vandalism

Possession of a weapon

Physical assault

Theft of property harm

Threats

Harassment or bullying

Other \_\_\_\_\_

Describe in detail what happened:

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Other relevant information:

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Who else was made aware of the incident

If there are more individuals involved, please attach extra pages.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

If another individual was made aware of the incident, how were they informed?

In-person

Telephone

Email

Other

---

Date the individual was informed (day/month/year):

---

Please identify if another individual witnessed the incident

If there are more individuals who witnessed the incident, please attach extra pages.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

Staff Use Only

Action taken by the Municipality of Arran-Elderslie

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Outcome

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Personal information on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of aggregate statistical reporting, to improve programs and customer service.

## Appendix B

The Municipality of Arran-Elderslie

## RZone Enforcement Guidelines



The following chart represents guidelines and outlines the potential consequences for acts of inappropriate behaviour at all Municipal facilities, properties, sponsored events, programs, in written or verbal communications (including email or phone) in vehicles, or any other locations where Municipal staff are present. **It is understood that these guidelines do not include all types of behaviour, and that each incident will be reviewed based on the information available. Consequences may be more severe or escalated depending on the circumstances of the inappropriate conduct.**

INCIDENT	FIRST OCCURANCE	SECOND OCCURANCE	THIRD OCCURANCE
<ul style="list-style-type: none"> <li>Aggressive or intimidating approaches to another individual(s)</li> <li>Attempts to goad or incite anger in others</li> </ul>	Warning letter	Minimum 3-month ban and review to determine if further consequences are warranted.	Minimum 1-year ban and review to determine if further consequences are warranted.
<ul style="list-style-type: none"> <li>Threats</li> <li>Harassment</li> </ul>	Minimum 3-month ban	Minimum 6-month ban and review to determine if further consequences are warranted	Minimum 3-year ban and review to determine if further consequences are warranted.
<ul style="list-style-type: none"> <li>Throwing items or articles in a deliberate or aggressive manner</li> <li>Physically striking another individual</li> <li>Illegal consumption of alcohol or drugs</li> </ul>	Minimum 6-month ban	Minimum 1- year ban and review to determine if further consequences are warranted	Minimum 3-year ban and review to determine if further consequences are warranted.
<ul style="list-style-type: none"> <li>Vandalism to a building or property</li> <li>Theft of property</li> </ul>	Minimum 1-month ban plus payment of repair costs and associated administration fee.	Minimum 6-month ban plus payment of repair costs and associated administration fee	Minimum 3-year ban plus payment of repair costs and associated administration fee



# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## By-law 47-2025 Being a By-law to adopt an Investment Policy

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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 the Council of the Corporation of the Municipality of Arran-Elderslie considers it appropriate and proper to adopt an Investment Policy; and

WHEREAS Council passed Resolution 202-10-2025 adopting the Investment Policy.

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. That the Investment Policy, attached here to as Schedule "A", is hereby adopted.
2. That Schedule "A" 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 23<sup>rd</sup> day of June, 2025.

Read a third time and finally passed this 23<sup>rd</sup> day of June, 2025.

\_\_\_\_\_  
Mayor – Steve Hammell

\_\_\_\_\_  
Clerk – Christine Fraser-McDonald

## Policy

2.0

Section: 2.0 – Finance Department

Policy: Investment Policy

Policy By-Law: 47-2025

Date: June 23, 2025

Revision:

### Coverage:

This investment policy applies to any investment of the financial assets of the Municipality, including Revenue, Capital Reserve and Trust Funds.

### Policy Statement:

The goal of this policy is to invest all available funds of the municipality in a prudent manner so as to maximize the rate of return while minimizing the degree of risk and ensuring an adequate level of liquidity

### Legislative Authority:

This policy establishes guidelines for municipal investments, as defined by and in compliance with the requirements of S. 418 to S. 420 of the Municipal Act, 2001 and of O.Reg. 438/97.

### Contents:

The primary objectives in order of priority shall be:

- Adherence to statutory requirements;
- Preservation of capital;
- Maintaining liquidity; and
- Earning a competitive rate of return.

The eligible securities are prescribed under Ontario Regulation 438/97 (including any future revisions), attached as Schedule A to this policy. In addition, the Municipality further restricts investments to Guaranteed Investment Certificates, investments with CIBC, and in the One Investment Program's available portfolios.

Gravel Pit Road Damage Deposits are invested in a manner that is mutually agreeable to the gravel pit owner and the Treasurer and may involve a Canadian Schedule 1 bank other than CIBC. The Treasurer will attempt where possible to diversify the investments, so the certificates are covered under the Bank of Canada Deposit Insurance Act.

Deposits guaranteed or endorsed by,

- i. A bank listed in Schedule I, II or III to the *Bank Act (Canada)*,
- ii. A loan corporation or trust corporation registered under the *Loan and Trust Corporations Act*, or
- iii. A credit union or league to which the *Credit Unions and Caisses Populaires Act, 1994* applies.

To the extent possible, the Municipality shall attempt to match its investments with anticipated cash flow requirements.

### **GRAVEL PIT ROAD DAMAGE DEPOSITS**

Gravel Pit Road Damage Deposits are invested in a manner that is mutually agreeable to the gravel pit owner and the Treasurer and may involve a Canadian Schedule 1 bank other than CIBC.

### **REPORTING REQUIREMENTS:**

The Treasurer or designate has a specific responsibility to prepare and provide an annual investment report to Council. O. Reg. 438/97, s.8 (1). This report shall contain the following information:

- a statement about the performance of the portfolio of investments of the municipality during the period covered by the report
- a description of the estimated proportion of the total investments of a municipality that are invested in its own long-term and short-term securities to the total investment of the municipality and a description of the change, if any, in the estimated proportion since the previous year's report
- a statement by the treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investments policies and goals adopted by the municipality.

### **AUTHORITY:**

Responsibility for the investment program of the municipality is hereby delegated to the Treasurer.



# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## By-law 48-2025

### Being a By-law to Authorize the Signing of an Easement Agreement with IWBE Rentals Incorporated

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**WHEREAS** the *Municipal Act 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 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** the Council for the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an Easement Agreement with IWBE Rentals Incorporated to grant an exclusive permanent easement under, over and through PT LT 10 W/S REGENT ST S PL PAISLEY PT 3, 3R-5003, MUNICIPALITY OF ARRAN-ELDERSLIE being PIN 33181-0745 attached hereto as Schedule "A", for the purpose of constructing installing and maintaining municipal services, including a storm sewer and related appurtenances.

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. That the Corporation of the Municipality of Arran-Elderslie enter into an Easement Agreement with IWBE Rentals Incorporated attached as Schedule "A" and forming part of this By-Law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Municipality of Arran-Elderslie, any documents required to authorize the agreement, and to affix the corporate seal of the Municipality of Arran-Elderslie.
3. This By-Law shall come into full force and effect upon passing.
4. This By-Law may be cited as the "Easement Agreement with IWBE Rentals Incorporated By-Law".

\*\*\*\*\*

Read a first and second time this 23<sup>rd</sup> day of June, 2025.

Read a third time and finally passed this 23<sup>rd</sup> day of June, 2025.

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Mayor – Steve Hammell

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Clerk – Christine Fraser-McDonald

**EASEMENT AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2025 (“**Agreement**”).

**B E T W E E N:**

**IWBE RENTALS INCORPORATED**

Hereinafter called the "**Grantor**", of the FIRST PART,

-and-

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDELSLIE**

Hereinafter called the "**Grantee**", of the SECOND PART.

**WHEREAS** the Grantor is the owner of the lands described as PT LT 10 W/S REGENT ST S PL PAISLEY PT 3, 3R5003; MUNICIPALITY OF ARRAN-ELDELSLIE being PIN 33181-0745 (the "**Property**");

**AND WHEREAS** the Grantee desires to secure rights to enter and pass upon, over and through, as well as, occupy a section of the Property for the purpose of maintaining municipal services, including a storm sewer and related appurtenances.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One (\$1.00 CAD) Canadian Dollar paid by the Grantee to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged together with the premises, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Grantor hereby agrees to convey to the Grantee an exclusive permanent easement under, over and through PT LT 10 W/S REGENT ST S PL PAISLEY PT 3, 3R5003; MUNICIPALITY OF ARRAN-ELDELSLIE being PIN 33181-0745 ("**Easement Lands**"), attached hereto as Schedule "A", for the purpose of maintaining municipal services, including a storm sewer and related appurtenances ("**Easement**").
2. Without limiting the generality of the foregoing, the Grantor hereby gives the Grantee and its agents permission to enter on the Easement Lands to operate, maintain, repair and replace the Grantee's municipal services within the Easement Lands.
3. The Grantor agrees that the Grantee will register the Easement on title to the Property, and attach as a schedule thereto the terms and condition of the Easement contained in Schedule "B" to this Agreement.
4. The Easement Lands shall be at all times during the term of this Agreement be maintained, repaired and managed by the Grantee at its sole effort and expense in accordance with the standard of care and norms applicable to an operator of municipal services.
5. The Grantee covenants and agrees that, upon completion of any work undertaken in connection with the Easement granted hereunder, the Grantee shall restore the area of lands upon which it has performed work to substantially the same condition as that in which the lands were found prior to the commencement of the work.
6. The Grantee shall at all times during the term of this Agreement occupy and use the Easement Lands in a legal and law abiding manner and shall comply with all applicable laws, bylaws, and regulations.
7. The Grantee shall at all times ensure that it has in effect, sufficient insurance coverage, including third party liability coverage for any of the uses which the Grantee shall make of the Easement Lands in accordance with this Agreement.
8. The Grantee agrees to indemnify and save the Grantor harmless from and against all demands, costs (including reasonable legal costs on a substantial indemnity basis), claims, actions, suits, damages and/or losses suffered or incurred by the Grantor which either arise from or relate to the use or occupancy of the Easement Lands by the Grantee or those for whom the Grantee is responsible at law. The foregoing indemnity shall not extend to circumstances caused by the negligence or willful misconduct of the Grantor or those for whom the Grantor is responsible at law.
9. The Grantor for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, to keep the lands described herein free for itself and clear of any trees, buildings, structures or obstructions, unless specifically agreed to by the Grantee, and to use the lands described herein only in a manner and for purposes not inconsistent with

the exercise of the rights created by this indenture. The Grantor shall not deposit on or remove any fill from the lands described herein and not to do or suffer to be done anything which might injure any of the works of the Grantee thereon or thereunder and, if any works and appurtenances thereon or thereunder sustain damage, loss or injury as a result of the Grantor, its employees, agents, invitees or Grantees, then the Grantor shall be liable thereof and shall pay to the Grantee all reasonable costs required to repair, and, if repairs are not practical, all costs required to replace any works and appurtenances thereto.

10. Any notice or other communication with respect to this Agreement shall be effectively given if delivered to:

Email for delivery of notices to Grantor: [rmknappconstruction@gmail.com](mailto:rmknappconstruction@gmail.com)

Email for delivery of notices to Grantee: [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

11. Any amendments to this Agreement shall only be made in writing with the consent of the parties hereto. No waiver of any breach under this Agreement or of any available remedy shall be effective unless stated in writing and signed by the party granting such waiver.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the law of Canada applicable therein and both parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
13. This Agreement and Schedule "A" and "B" attached hereto constitute the entire agreement between the parties hereto and supersedes all prior or contemporaneous oral negotiations and discussions of the parties and there are no warranties, representations, or other agreements between the parties except as may be provided and executed in writing.
14. If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon the determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto together with each of their respective successors and permitted assigns.
16. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument. The parties hereto agree that this Agreement may be transmitted by fax or such similar device and that the reproduction of signatures by fax or such similar device will be treated as binding as if original and each party undertakes to provide to the other party hereto a copy of the Agreement bearing original signatures forthwith upon demand.

*[Remainder of page intentionally left blank.]*

DATED at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 2025.

**IWBE RENTALS INCORPORATED**

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Name:

Title :

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

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Steve Hammell,  
Mayor

---

Christine Fraser-McDonald,  
Clerk

*"We have authority to bind the Corporation"*

**SCHEDULE "A"**

PT LT 10 W/S REGENT ST S PL PAISLEY PT 3, 3R5003;  
MUNICIPALITY OF ARRAN-ELDERSLIE being PIN 33181-0745

**SCHEDULE "B"****TERMS AND PROVISIONS OF THE EASEMENT**

1. The Grantor grants, conveys and confirms unto the Grantee, its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining municipal services, including storm sewers and related appurtenances, in, under, over and upon the said lands, and with the further and continuing right to the said Grantee, its successors and assigns, and its servants, agents, and workers to enter upon the said lands at any time to construct, repair, correct, operate, replace and maintain at all time in good condition and repair the said services and for every such purpose the Grantee shall have access to the said lands at all times by its agents, servants, employees and workmen.
2. The Grantee covenants and agrees that, upon completion of any work undertaken hereunder, the Grantee shall restore the area of lands upon which it has performed work to substantially the same condition as that in which the lands were found prior to the commencement of the work.
3. The Grantor covenants with the Grantee to keep the lands herein described free and clear of any trees, buildings (including building projections such as window sills, chimney breasts, cornices, eaves and other architectural features), swimming pools, structures or obstructions as may be necessary for the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and, without limiting the generality of the foregoing, only as a field, yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Grantor agrees to not do or suffer to be done anything which might injure any of the works of the Grantee thereon or thereunder. Notwithstanding the foregoing, the Grantee agrees that existing trees, if any, on the easement lands may remain, and a tree shall only be removed by the Grantee in the event it interferes with the Grantee's rights pursuant to this easement. In the event the Grantee is required to remove a tree from the easement lands, it shall replace the tree with one of similar species. Any such replacement tree shall be planted approximately in the same location as the tree that was removed unless this would interfere with the municipal services, in which case the tree shall be planted at another location within the easement lands as mutually agreed upon by the Grantor and Grantee.
4. The Grantee, by the acceptance and registration of the within Easement, agrees to be bound by the terms and provisions contained herein.
5. The burden and benefit of this Agreement shall run with the lands herein described and shall extend to and be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**THIS IS AN EASEMENT IN GROSS.**



# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## By-law 49-2025

### Being a By-law to Authorize the Execution of a Site Plan Control Agreement with The Fisher Grist Milling Corporation

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WHEREAS Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, authorizes municipalities to designate areas of site plan control and to require development within such areas to be subject to site plan approval;

AND WHEREAS the Municipality of Arran-Elderslie has enacted a Site Plan Control By-law designating certain lands within the municipality as a Site Plan Control Area;

AND WHEREAS The Fisher Grist Milling Corporation is the registered owner of lands municipally known as 604 Queen Street South, Paisley, and legally described in Schedule "A" of the Site Plan Control Agreement;

AND WHEREAS Council deems it expedient to enter into a Site Plan Control Agreement with The Fisher Grist Milling Corporation to ensure the orderly development of the subject lands;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. That the Municipality of Arran-Elderslie is hereby authorized to enter into a Site Plan Control Agreement with The Fisher Grist Milling Corporation for the property located at 604 Queen Street South, Paisley, substantially in the form attached hereto as Schedule "A".
2. That the Mayor and Clerk are hereby authorized and directed to execute the said Agreement and to affix the corporate seal thereto as well as any other documentation including any acknowledgement and direction required and relating to the said Site Plan Agreement.
3. That this By-law shall come into force and take effect upon the final passing thereof.

\*\*\*\*\*

Read a first and second time this 23<sup>rd</sup> day of June, 2025.

Read a third time and finally passed this 23<sup>rd</sup> day of June, 2025.

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Mayor – Steve Hammell

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Clerk – Christine Fraser-McDonald



**Page 2**  
**Site Plan Control Agreement**

**RECITALS**

1. The foregoing recitals are true and accurate and shall form part of this Agreement, and the terms defined therein shall bear the meanings indicated throughout this Agreement.

**DEFINITIONS**

2. In this Agreement and the Schedules attached hereto, the following terms shall have the meaning set out below unless otherwise redefined or where the subject matter or contract requires another meaning to be ascribed:
  - a. **"Building Area"** shall mean the only area upon which the erection and use of buildings and structures shall be permitted.
  - b. **"Landscaped Open Space"** shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios but shall not include parking areas, traffic aisles, driveways and ramps.
  - c. **"Parking Area"** shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including maneuvering aisles and other space necessarily incidental to the parking of motor vehicles.
  - d. **"Natural Open Space"** shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area, Natural Open Space areas shall be subject to the requirements of the Maintenance and Occupancy (Property Standards) By-Law as amended from time to time for the Municipality and shall be kept clear of all weeds and natural growth which is prohibited by other Municipal by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.

**SCHEDULES**

3. The following schedules, ("**Schedules**") are attached hereto and form part of this Agreement:

**Schedule 'A'** - Description of Subject Lands

**Schedule 'B'** - Approved Site Plan

**Schedule 'C'** – Special Site Development Requirements

**Schedule 'D'** – Deposit

**EXECUTION, CERTIFICATION AND REGISTRATION**

4. The Owner shall, at the time of execution of this Agreement by the Owner, provide the Municipality with an opinion letter, directed to the Municipality and signed by an Ontario solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and confirming whether there are any mortgages or encumbrances affecting the Subject Lands.
5. The Owner hereby consents to and authorizes the registration of this Agreement by the Municipality's Solicitors against title to the Subject Lands in the Land Registry Office for the County of Bruce (No. 3), which shall be at the sole discretion of the Municipality. The Owner agrees to pay any and all costs associated with the registration of this Agreement or any other documents pertaining to this Agreement.
6. The Owner hereby agrees to provide to the Municipality, prior to the execution

**Page 3**  
**Site Plan Control Agreement**

of this Agreement by the Municipality, a postponement or postponements whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement, and to the registration of the postponement, and for itself, its successors and assigns, subordinates and postpones all of its right, title, and interest in the Subject Lands to the terms, provisions, obligations and conditions contained in this Agreement.

**PAYMENT OF MUNICIPALITY'S COSTS**

7. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner". The Owner shall pay and reimburse the Municipality forthwith on demand, for all administrative, planning, legal, engineering, inspections and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the Schedules attached hereto.
8. The Owner agrees to forthwith upon application to the Municipality for the preparation of this Agreement, pay to the Municipality a deposit in the amount referred to in **Schedule "D"** attached hereto (the "**Deposit**") to be used and applied to accounts rendered to the Municipality by the Municipality's solicitor and engineer for the costs referred to within this Agreement and any non-refundable administration fee(s) retained by the Municipality in accordance with its Fees and Service Charge By-law, as amended from time to time.
9. Invoices rendered by the Municipality's Solicitor and Engineer shall be submitted directly to the Municipality for payment. The Municipality will submit the accounts to the Owner for reimbursement from the funds held as referred to above so that the initial amount is available for the Municipality at all times to pay further invoices as received from time to time. If the Owner fails within a period of twenty (20) days from the date of mailing of accounts to reimburse the Municipality for invoices submitted, it is understood that the Municipality, in addition to any and all other remedies it may have, may also draw on the security provided by the Owner required by Paragraphs 11 and 12 of this Agreement.
10. The parties agree that all funds required under this Agreement will be held by the Municipality in a Special General Account without interest.

**SECURITY**

11. In order to guarantee compliance with all conditions contained within this Agreement and to ensure completion, the Owner covenants and agrees to deposit with the Municipality prior to or upon execution of this Agreement, a letter of credit or other acceptable security as the Municipality may deem satisfactory in the amount(s), as provided in **Schedule "D"**, hereinafter referred to as the "Security". Securities, where provided through a Letter of Credit, shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit shall contain the following clause: "It is a condition of the Letter of Credit that it shall be deemed to automatically extended without amendment from year to year from the present or any future expiration date thereof, unless thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we may elect not to consider this Letter of Credit to be renewable for any additional period." Unless each and every Letter of Credit is renewed as noted, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy, whether partially or full completed, from the said thirty (30) days prior to the expiration of the Letter of Credit.
12. The Security shall be calculated based on the following:
  - a. 100% of all costs associated with any off-site servicing or works; and
  - b. 50% of all costs to give the Municipality sufficient comfort that all site works,

**Page 4**  
**Site Plan Control Agreement**

including landscaping and all stormwater management works are completed.

13. The Security may be reduced by the Municipality as the works are completed in the sole discretion of the Municipality but will be released once all conditions of this Agreement are satisfied, as determined by the Municipality.
14. The Owner covenants and agrees that the Security shall be kept in full force, and that it will pay all premiums as they become due. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out work or matters required by this Agreement, and the Owner fails to comply within thirty (30) days' written notice or with a direction to carry out such work or matter, the Municipality may draw upon the Security.
15. Where the Owner is required by this Agreement to do work and where such work is not done by the times stipulated herein (the "**Prescribed Time Period**") or where the Owner does not otherwise abide by this Agreement, the Security shall be forfeited absolutely to the Municipality as liquidated damages and not as a penalty. It is expressly agreed that it is difficult to calculate the damages which would result from the Owner's failure to construct the services stipulated by such dates. The liquidated damages are not intended to be a penalty but rather represent the parties' best estimate of damages.
16. The Owner also agrees that in default of any required work being completed within the Prescribed Time Period, or failure to provide, retain, maintain, repair or use those matters and facilities of this Agreement, the Municipality, its employees, workers, agents, and contractors shall have the right after thirty (30) days' written notice to the Owner to enter onto the Subject Lands to demolish in whole or in part and to conduct such works as are reasonable and necessary to improve safety of the works, or to restore, in whole or in part the location to its natural state or as it was prior to the commencement of any construction thereon, as the Municipality deems necessary in its sole discretion, and all expenses incurred by the Municipality in doing such works shall become a charge against the Subject Lands, and may be added to the tax roll for the Subject Lands and collected in a like manner as unpaid municipal taxes or may be recovered by court action. Any action taken by the Municipality shall not be deemed to be an assumption by the Municipality of any liability in connection with the development of the Subject Lands, nor a release of the Owner from any of its obligations under this Agreement.
17. The Owner agrees that the Security may be used to rebuild or repair any public facilities damaged or altered during development of Subject Lands. The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the Subject Lands to the requirements of the Municipality and the Owner shall pay all costs of such reconstruction or repair.

**INSURANCE**

18. If requested by the Municipality, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipality. Such policy or policies shall be issued in the joint names of the Owner, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be five million dollars (\$5,000,000.00) all inclusive, but the Municipality shall have the right to set higher amounts, as its sole discretion. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days' written notice of termination of such policy. Such insurance policy shall provide coverage for a period of at least one (1) year and shall continue until all the work required by the Owner under this Agreement is completed and, where applicable, assumed by the Municipality. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

**Page 5**  
**Site Plan Control Agreement**

**RELEASE AND INDEMNIFICATION**

19. The Owner agrees that the Municipality shall not be liable to compensate the Owner, occupant, or any other person having an interest in the Subject Lands by reason of anything done by or on behalf of the Municipality under this Agreement.
20. The Owner hereby releases the Municipality, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement.
21. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims or demands whatsoever against the Municipality, its Council, employees, workers, agents, contractors, and consultants, and further covenants and agrees to indemnify and save harmless the Municipality, its Council, employees, workers, agents, contractors, and consultants from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality, its Council, employees, workers, contractors, and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands, including without limitation, the installation, maintenance, repair and/or operation of any facilities therein.
22. Without limiting that set out above, the Owner shall at all times indemnify, defend, and save harmless the Municipality of and from all loss, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untraveled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a priority lien and charge upon the Subject Lands.

**SITE DEVELOPMENT AND MAINTENANCE PROVISIONS**

23. The Owner shall undertake development on the Subject Lands at its sole expense and in conformity with the site plan identified in **Schedule "B"** attached hereto, which shall hereinafter be referred to as the "**approved site plan**" and agrees to construct all off-site works as shown on the approved drawings referred to in **Schedule "B"** attached hereto.
24. The Owner shall employ engineers or architects registered in Ontario or other competent persons to:
  - (a) Prepare designs;
  - (b) Prepare and furnish all required site plan drawings including but not limited to, site services, site grading, stormwater management, landscaping, and site lighting;
  - (c) Provide contract administration and on-site supervision of the construction, all site services and stormwater management facilities;
  - (d) Provide as built drawing for site services;
  - (e) Provide testing and disinfection documentation for installed services;
  - (f) Prepare and provide the Municipality, at the Owner's expense, with a certificate or letter of compliance confirming that the site works have been constructed in general conformance of the approved drawings and that the installation of water services, sanitary service and stormwater infrastructure

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confirms to the Ontario Building Code and with the requirements within this Agreement and Schedules attached hereto. The certificate shall include the following wording:

**“Based on our review, I/we confirm that all Work has been constructed in general conformance to the design drawings, and that water services and sanitary services have been constructed in accordance with the requirements of the Ontario Building Code.”**

(g) And such other matters as requested by the Municipality, acting reasonably.

All of the matters referred to in this Paragraph shall be completed to the Municipality’s satisfaction and may be waived by the Municipality, at its sole discretion.

25. The Owner agrees to provide, install or otherwise abide by, at its sole expense, the special site development requirements detailed in **Schedule "C"** attached hereto.
26. The Owner agrees to apply for a building permit within six (6) months from the date of this Agreement. Such application shall ensure completeness in accordance with the provisions as set out in the Ontario Building Code at the time of the application (O. Reg. 163/24). This Agreement is null and void if the Owner fails to supply a complete application for permit within the prescribed time unless otherwise authorized by the Chief Building Official.
27. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at its sole risk and expense. The Subject Lands shall not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
28. The Owner agrees to maintain in good repair and at its sole expense the Subject Lands in conformity with the provisions of **Schedule "B"** (approved site plan) and **Schedule "C"** (special site development requirements), and all other requirements pursuant to this Agreement.
29. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in the location as shown on **Schedule "B"**, and further the Owner is responsible for garbage removal.
30. The Owner agrees that proper receptacles will be used for recycling and placed curbside to be picked up in conjunction with the municipal recycling program. The Owner agrees to separate paper, glass, plastic and cans, and box board in accordance with the provisions of the recycling program. The Owner further agrees to flatten and dispose of corrugated cardboard.
31. The Owner agrees that, at its sole expense, all parking areas provided on the Subject Lands shall, in all circumstances, be reasonably maintained clear of snow so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of useable parking spaces below the minimum number of spaces required by the Municipality's Zoning by-law. The Owner agrees not to store snow on-site such that it blocks visibility adjacent to a street or drainage facilities on-site or where adequate drainage facilities are not provided for or where melt water would adversely affect an abutting property.
32. The Owner agrees to maintain in good repair to the standards acceptable to the Municipality at its own expense all Landscaped Open Space, private driveways and complementary facilities, and private approach sidewalks which are located on untraveled portions of Municipal road allowances abutting the Subject Lands.
33. The Owner agrees to do the following:
  - a. Subject to the *Public Transportation and Highway Improvement Act*,

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**Site Plan Control Agreement**

R.S.O. 1990, facilities to provide access to and from the Subject Lands such as access ramps, curbing and traffic direction signs;

- b. To dedicate to the Municipality, free and clear of all encumbrances, all easements and land required by the Municipality for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the land and, on request by the Municipality, to deliver the properly executed documents in a form that can be registered to the Municipality in order to complete the dedication to the Municipality and to pay all costs incurred by the Municipality in respect to the aforementioned dedications; and
  - c. To dedicate to the Municipality, where required by municipal by-law, any land for the widening of highways that abut the Subject Lands free and clear of all encumbrances.
34. Upon completion of the development of the Subject Lands in conformity with the provisions of this Agreement, the Chief Administrative Officer will confirm in writing that the terms of the Agreement have been satisfied ("**Letter of Confirmation**"). Confirmation from the Chief Administrative Officer shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Municipality shall not be estopped from pursuing any or all its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Municipality's requirements, regulations or by-laws which relate to the Subject Lands.
35. Until the issuance of a letter of confirmation by the Chief Administrative Officer, in the event that the prescribed time period has lapsed, the Municipality has the right to refuse issuance of any permit necessary to carry out any additional work on the Subject Lands.
36. Upon execution of this Agreement, and if required by the Municipality, the Owner shall enter into any other agreements or sign any other documents the Municipality deems necessary.

**NOTICE**

37. If any notice is required to be given by the Municipality to the Owner with respect to the Agreement, such notice shall be delivered to:

The Fisher Grist Milling Corporation  
205-146 Forfar St W  
Caledonia ON  
N3W 1J2  
Attention: Garrett Eggink  
Email: [geggink@caribouholdings.com](mailto:geggink@caribouholdings.com)

or may be given to the Owner by prepaid registered mail, facsimile transmission or by electronic mail transmission. Any notice sent by electronic mail transmission or facsimile transmission shall be deemed effective on the day sent. If given by prepaid mail, it shall be deemed to have been delivered on the fifth (5<sup>th</sup>) business day after mailing.

If notice is to be given by the Owner to the Municipality it shall be similarly given to:

Municipality of Arran-Elderslie  
PO Box 70, 1925 Bruce Road #10  
Chesley, ON N0G 1L0  
Attention: Clerk  
Email: [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

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**Site Plan Control Agreement**

**GENERAL PROVISIONS**

38. All of the requirements referred to in this Agreement including the Schedules hereof shall be completed to the sole satisfaction of the Municipality with respect to the timing for completion of it and with respect to the quality thereof.
39. The Owner hereby grants to the Municipality, its employees, workers, agents, and contractors a license to enter the Subject Lands for the purpose of inspection of the works or for any other purpose pursuant to the rights of the Municipality under this Agreement.
40. Any transfer or assignment of this Agreement by the Owner or its successors without the prior written consent of the Municipality shall not act as a release of the Owner's or its successors' obligations under this Agreement. At the Municipality's sole option and discretion, the Municipality may require any successors or assignees of the Owner to enter into a further Site Plan Control Agreement with the Municipality, including but not limited to, providing any security required herein as Owner. If the Owner is a corporation, any change in which the Owner becomes controlled, directly or indirectly, by a different person or persons from the person or persons that controlled, directly or indirectly, the Owner at the date of execution of this Agreement shall constitute an assignment or transfer for the purposes of this Paragraph. Notwithstanding this Paragraph 40, if any conflict should arise due to this Paragraph and Paragraph 50 herein, Paragraph 50 shall supersede and prevail.
41. The Owner shall not call into question in any proceedings, directly or indirectly, whatsoever in law or in equity or before any administrative tribunal the right of the Municipality to enter into this Agreement and enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Owner in any such proceedings.
42. Nothing within this Agreement shall relieve the Owner from complying with all applicable municipal, provincial, and/or federal requirements.
43. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
44. Should any provisions of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that both parties, directly or through their agents have participated in the preparation of this Agreement.
45. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
46. The terms of this Agreement may be amended, altered, substituted, deleted, replaced, or added to only if such modification is in writing, signed by both parties and expressly stated to be a modification of this Agreement.
47. Headings in this Agreement shall not to be considered part of this Agreement and are included solely for the convenience of reference. They are not intended to be full or accurate descriptions of the contents thereof.
48. In this Agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

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**Site Plan Control Agreement**

49. The Owner acknowledges that the Owner has been advised to consult a lawyer before executing this Agreement. The Owner represents and warrants that the Owner has either obtained independent legal advice from the Owner's own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. The Owner represents and warrants that the Owner has read this Agreement and understands the terms and conditions and the Owner's rights and obligations under this Agreement and agrees to be bound by it.
50. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions, and conditions herein shall be of the same force and effect as a covenant running with title to the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and all subsequent owners of the Subject Lands.
51. The clauses of this agreement are independent and severable and the striking down or invalidation of anyone or more of the clauses does not invalidate all or any of the remaining clauses.
52. Time shall remain of the essence.
53. Once all parties have signed this Agreement, any and all other documents required to be signed by this Agreement or to give effect to this Agreement shall be executed by the Mayor and Clerk for the Municipality and once signed, shall be binding on the Municipality.
54. Notwithstanding Paragraph 53, the Municipality's Chief Administrative Officer is authorized to agree to and execute on behalf of the Municipality, minor variations to provisions of this Agreement. Any and all substantial variations to this Agreement must be approved by Council and presented as a Site Plan amendment to this Agreement.
55. If the entirety of this Agreement becomes null and void, the by-law authorizing this Agreement shall be repealed and the Mayor and Clerk shall be authorized to sign a release of this Agreement.
56. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

*Remainder of page left intentionally blank.*

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**IN WITNESSETH WHEREOF** the parties have hereunto set their hand and seal on the date first written above.

**SIGNED, SEALED AND DELIVERED**

**THE FISHER GRIST MILLING CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

**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.

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**SCHEDULE "A"**

**Description of the Subject Lands**

ALL AND SINGULAR that certain parcel or tract of land in the County of Bruce, Province of Ontario, and composed of:

LT 3 N/S ROWE ST, 4 N/S ROWE ST PL 12; PT LT 2 N/S ROWE ST, 5 N/S ROWE ST  
PL 12 AS IN R345380; MUNICIPALITY OF ARRAN-ELDERSLIE  
PIN: 33181-0121 LT

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**SCHEDULE "B"**

**Approved Site Plan**

The "**approved site plan**" shall be the plan(s) drawn by an engineer, architect or competent person and marked as the "approved site plan", signed by the Municipality's Chief Administrative Officer and signed by the Owner with any changes from time to time marked in red and initialed by the Chief Administrative Officer and the Owner. This "approved site plan", as amended from time to time, shall be filed with the Clerk at the municipal office of the Municipality. For greater certainty, the approved site plan includes the following drawings:

1. A1.0 Site Plan INVIZIJ Architects Inc. Rev 1, 2023-01-06 (as redlined October 20, 2023)
2. A1.1 Site Details INVIZIJ Architects Inc. 12/18/22
3. A4.01 Elevations INVIZIJ Architects Inc. 05/27/21
4. A4.02 Elevations INVIZIJ Architects Inc 05/31/21
5. ESK-1 Site Lighting Photometrics INVIZIJ Architects Inc CK Engineering Inc. DEC 2022
6. L100 Landscape Concept NAK design strategies, October 10, 2022 (as redlined October 20, 2023)
7. L500 Landscape Concept NAK design strategies, October 10, 2022
8. Survey BSR & D Reference 18-14-778-00, August 29, 2018
9. 21-111.GSS Engineering Consultants, Proposed Storm & Grading Plan, Dec 2020

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**SCHEDULE "C"**

**Special Site Development Requirements**

1. The Owner agrees that the completion date for all work required pursuant to this Agreement shall be December 31, 2027 and provide the Municipality with as constructed drawings for site services.
2. The Owner agrees to prepare a grading and drainage plan acceptable to the Municipality and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Municipality. Upon completion, the Owner shall submit a Final Grading Certificate completed by a Professional Engineer.
3. The Owner agrees that any floodlighting installed, erected or constructed on the Subject Lands shall be installed in such a manner so as to deflect light away from adjacent streets and properties or controlled in such manner to reduce and/or minimize any glare to the adjacent streets and properties.
4. The Owner shall ensure that during development of the Subject Lands, appropriate devices are installed and measures are taken to prevent unreasonable erosion of soil from the Subject Lands by wind or water, and the Owner agrees to comply with all requests of the Municipality's Chief Building Official and/or Engineer in this regard, acting reasonably.
5. The Owner shall provide all records relating to the testing of municipal water mains and sanitary sewers to the Municipality prior to connection to the Municipal system. The Municipality will conduct Bacteriological sampling for the watermain at the Owner's expense.
6. The Owner shall install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located not closer to any trees than the drip line of such trees, and the Owner agrees to comply with any and all requirements of the Municipality's Manager of Public Works in this regard, acting reasonably.
7. The Owner agrees that any internal driveways which are necessary for, and designated as, a fire route shall be so designed so as to carry the weight of the Municipality's fire fighting equipment and as per the *Ontario Building Code, 1992, S.O. 1992, c.23*, and regulations thereunder.
8. The Owner agrees to provide all landscaping as shown on the approved site plan. All plantings shall be installed to the specifications and requirements as indicated on the approved site plan.
9. The Owner agrees to appropriately and properly finish all lands lying between the Subject Lands and any and all abutting streets, which, without limiting the generality of the foregoing shall include the following:
  - i. landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed.
  - ii. installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Municipality's Public Works and/or Municipality's Engineer.

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- iii. removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.
10. As part of its ongoing obligations on the site the Owner acknowledges that the stormwater management facilities, catch basins and will require maintenance. The Owner agrees to maintain, clean, repair or if needed replace the basins and other storm water management works to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and assess storm water management works and order the developer to comply with its maintenance obligations.
11. As part of its ongoing obligations on the site the Owner acknowledges that that fire hydrant will require maintenance. The Owner agrees to maintain, repair, or if needed replace the hydrant and other appurtenances to ensure the integrity of its operation. The Owner further agrees that the Municipality or its agents will have the right to inspect and flush the hydrant in order to comply with its maintenance obligations.

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SCHEDULE "D"

Deposit

Deposit - \$10,000.00



# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## By-Law 50-2025 Being a By-law to Confirm the Proceedings of the Regular Council Meeting of the Municipality of Arran-Elderslie held June 23, 2025

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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 June 23, 2025, inclusively, be confirmed and adopted by By-law.

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. The action of the Council of the Municipality of Arran-Elderslie at its Regular Council meeting held June 23, 2025, 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.

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Read a first and second time this 23rd day of June 2025.

Read a third time and finally passed this 23rd day of June 2025.

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Mayor Steve Hammell

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Clerk – Christine Fraser-McDonald