

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF HALDIMAND COUNTY
("HALDIMAND COUNTY")**

AND

**THE ROTARY CLUB OF DUNNVILLE
("THE ROTARY CLUB")**

AND

**BRANT MUNICIPAL ENTERPRISES
("THE VENDOR")**

SUBJECT: Dunnville Grand River Bridge Lighting Project

Whereas Haldimand County Council has approved in principle, through Report CDP-06-2025, the retrofitting of a semi-permanent decorative LED rope lighting system ("the Project") on the Dunnville Grand River Bridge ("the Bridge"), by Brant Municipal Enterprises, supported by the Rotary Club of Dunnville, the following acknowledges the expectations, roles and responsibilities:

- The Rotary Club of Dunnville:
 - a. acknowledges that the Bridge is scheduled for major rehabilitation in 2033;
 - b. agrees that Haldimand County is not responsible for the replacement of light fixtures, or any modifications required, or damage to light fixtures or accessory structures, due to reconstruction of the bridge;
 - c. is responsible for arranging and paying for any repairs that may become necessary once the system warranty has expired, five years after installation, which includes informing Haldimand County in a timely manner prior to when such work is required; and
 - d. will comply with any and all legislated requirements and obtain any required permits, including Haldimand County standards and processes as determined by Haldimand County Public Works and Engineering Services in order to contract any repair or maintenance to the Project; and

- e. is responsible for requesting permission and funding for any reinstallation or modification of the lighting system following Bridge rehabilitation (if desired and deemed feasible by Haldimand County).
- Haldimand County:
 - a. will provide up to \$17,500 (representing up to 35% of the total Project budget of \$50,000) in Community Partnership Program Capital Reserve Funding towards the Project;
 - b. will up to \$32,500 (representing the balance of the Project up to 65% of the total Project budget of \$50,000) in Ward 6 Ward-Specific Funding towards the Project;
 - c. will assume full ownership of the Project, once completed to the satisfaction of Haldimand County, and will provide inspections and routine maintenance of the system and will exercise sole discretion as to the repair or replacement of the system should either become necessary following the expiration of the warranty period;
 - d. will develop an appropriate policy governing approval of community requests for lighting display changes;
 - e. will make every effort to work with the contractor hired for bridge rehabilitation and/or the Rotary Club to remove and preserve the integrity of the lighting system prior to or during the planned bridge rehabilitation ; and
 - f. will not offer a guarantee that efforts to preserve the lighting during bridge rehabilitation will result in the lighting system being salvageable and/or reusable; and
 - g. reserves the right to determine whether any reinstallation of the lighting system is advisable regardless of its potential compatibility with new bridge design.
- Brant Municipal Enterprises:
 - a. will enter into an appropriate Goods and Services Contract with Haldimand County for the installation and warranty of the Project; and
 - b. will comply with any and all legislated requirements; and
 - c. will obtain any required permits, including Haldimand County standards and processes as determined by Haldimand County staff.

This Letter of Understanding will remain in effect during and following successful completion of the installation of the LED lighting system Project to the satisfaction of Haldimand County, as long as the lighting system is installed on the Dunnville Grand River Bridge.

Dated this _____ day of _____, 2025.

For the Corporation:

For the Rotary Club of
Dunnville:

For Brant Municipal
Enterprises:

(I/we have authority to
bind the organization)

(I/we have authority to
bind the organization)

(I/we have authority to
bind the organization)

General Manager,
Community &
Development Services:
Mike Evers

President:
Brad Spencer

CEO:
Darryl Lee

Project Chair:
Lynn Spencer

Director:
Sean Yacoub