

#### MUNICIPALITY OF MORRIS-TURNBERRY

#### **COUNCIL AGENDA**

#### Tuesday, July 8, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on July 8, 2025, at 7:30 pm.

# 1.0 CALL TO ORDER

Disclosure of recording equipment.

# 2.0 ADOPTION OF AGENDA

Moved by ~ Seconded by ~

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of July 8, 2025, as circulated.

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#### 3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

#### 4.0 <u>MINUTES</u>

Moved by ~ Seconded by ~

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the June 17, 2025, Council Meeting Minutes as written.

#### 5.0 ACCOUNTS

~

Moved by ~ Seconded by ~

THAT the Council of the Municipality of Morris-Turnberry hereby approves payment of the list of accounts as presented.

# 6.0 PUBLIC MEETINGS AND DEPUTATIONS

# 6.1 MEETING TO CONSIDER ENGINEER'S REPORT – ARBUCKLE AND CONGRAM MUNICIPAL DRAINS

6.1.1 Extension of time for filing report

Moved by ~ Seconded by ~

WHEREAS Section 39 of the Drainage Act requires that the engineer shall file a report within one year after the appointment of the engineer,

AND WHEREAS Headway Engineering was appointed to prepare a report for the Arbuckle Municipal Drain on April 2,

2024, and filed said report on June 18, 2025, exceeding the prescribed time by three months;

AND WHEREAS the time for filing may be extended before or after the expiry of the one-year period by resolution of the council of the municipality,

NOW THEREFORE the Council of the Municipality of Morris-Turnberry hereby extends the one-year period and accepts the submission of the engineer's report for the Arbuckle and Congram Municipal Drains.

6.1.2 Presentation of Engineer's Report

A Notice of Request for Drain Construction was received March 22, 2024, for improvements to the Arbuckle Municipal Drain at South Part Lots 2 and 3, Concession 2, former Morris Ward.

Notice of the meeting to consider the engineer's report was issued to landowners on June 18<sup>th</sup> 2025.

Project Coordinator Michel Terzian will attend to present the Engineer's report to Council and those in attendance.

- 6.1.3 Questions and Comments
  - Council
  - Landowners in attendance
- 6.1.4 Consideration of Provisional By-Law

Moved by ~ Seconded by ~

THAT leave be given to introduce By-Law # 33-2025, being a bylaw to provisionally adopt the engineer's report for the Arbuckle and Congram Municipal Drains 2025, and that it now be read a first and second time this  $8^{th}$  day of July, 2025.

6.1.5 Date of Court of Revision and instruction to Tender.

Moved by ~ Seconded by ~

THAT the Court of Revision for the Arbuckle and Congram Municipal Drains 2025 be set for August 12<sup>th</sup>, 2025 at 7:30 pm and the project be tendered with results to be presented on September 2<sup>nd</sup>, 2025, pending no appeals.

6.2 MUNICIPAL AUDIT REPORT 2024

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Nancy Bridge of Seebach and Company Chartered Professional Accountants will present the 2024 Financial Statements and Audit Report.

Moved by ~ Seconded by ~

THAT The Council of the Municipality of Morris-Turnberry accept the 2024 Audit Report and Financial Statements as submitted by Nancy Bridge, Auditor, Seebach and Company Chartered Professional Accountants.

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# 7.0 STAFF REPORTS

# 7.1 FINANCE

7.1.1 Huron East Prior Year Reconciliations

A report has been prepared Treasurer Sean Brophy for the information of Council.

- 7.2 FIRE
- 7.2.1 North Huron Fire Report

A report has been prepared by North Huron Fire Chief Chad Kregar regarding the department's activities for May for the information of Council.

# 8.0 BUSINESS

None.

#### 9.0 COUNCIL REPORTS

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

# 10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Minutes Belmore Arena Board 20 May, 2025
- 10.2 Board Meeting Highlights AMDSB June 24, 2025
- 10.3 Minutes CHIP March 12, 2025
- 10.4 Outstanding Action Items

# 11.0 ITEMS FOR A FUTURE AGENDA

# 12.0 BY-LAWS AND AGREEMENTS

None.

# 13.0 CLOSED SESSION

None.

# 14.0 CONFIRMING BY-LAW

Moved by ~ Seconded by ~

THAT leave be given to introduce By-Law 34-2025, being a bylaw to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on July 8, 2025, and that it now be read severally a first, second, and third time, and finally passed.

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# 15.0 ADJOURNMENT

Moved by ~ Seconded by ~

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at \_\_\_\_\_ pm.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, July 22, 2025, 7:30 pm Regular Meeting of Council – Tuesday, August 12, 2025, 7:30 pm



#### MUNICIPALITY OF MORRIS-TURNBERRY

#### **COUNCIL MINUTES**

#### Tuesday, June 17, 2025, 7:30 pm

The Council of the Municipality of Morris-Turnberry met electronically in regular session on June 17, 2025, at 7:30 pm.

#### **Council in Attendance**

Mayor Jamie Heffer Deputy Mayor Kevin Freiburger Councillor Jodi Snell Councillor Sharen Zinn Councillor Jamie McCallum

# Staff in Attendance

Trevor Hallam Mike Alcock Glen Ackerman Sarah Kurtz CAO/Clerk Director of Public Works Huron East Fire Chief Huron County Planner

# Others in Attendance

Matt Cardiff Jeff Cardiff Nancy Michie Bob Montgomery Rachel Hammermueller Applicant, MTu MV03-2025

Applicant, C37-2024 The Citizen The Wingham Advance Times

# 1.0 CALL TO ORDER

Mayor Heffer called the meeting to order at 7:30 pm.

Mayor Heffer noted that Rachel Hammermueller would be recording the meeting for the purpose of writing articles.

#### 2.0 ADOPTION OF AGENDA

Motion 131-2025

Moved by Jamie McCallum Seconded by Sharen Zinn

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of June 17, 2025, as circulated.

Carried.

# 3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

# 4.0 <u>MINUTES</u>

Motion 132-2025

Moved by Jodi Snell Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the June 3, 2025, Council Meeting Minutes as written.

Carried.

#### 5.0 ACCOUNTS

Motion 133-2025

Moved by Sharen Zinn Seconded by Jodi Snell

THAT the Council of the Municipality of Morris-Turnberry hereby approves payment of the list of accounts as presented.

Carried.

#### 6.0 PUBLIC MEETINGS AND DEPUTATIONS

#### 6.1 COMMITTEE OF ADJUSTMENT

Application MV03-2025 – Cardiff CON 3 S PT LOT 28 (42450 CARDIFF RD)

Motion 134-2025

Moved by Jodi Snell Seconded by Jamie McCallum

THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting, to be reconvened following a meeting of the Committee of Adjustment to review application for Minor Variance MV03-2025, submitted by Matthew Cardiff.

Carried.

COMMITTEE OF ADJUSTMENT MEETING

#### 6.1.1 Call to Order

Mayor Heffer called the meeting to order at 7:31 pm.

6.1.2 Declaration of Pecuniary Interest

None.

6.1.3 Purpose

The purpose of this application was to request relief from the Morris-Turnberry Zoning Bylaw to reduce the required Minimum Distance Separation (MDS) II setback to allow for the construction of a new livestock barn.

The Committee considered this application on June 3<sup>rd</sup> and deferred a decision to allow the applicant time to consider alternative sites for the proposed structure requiring a lesser reduction of MDS II setbacks.

This revised application proposed to reduce the MDS II setback from 436m to 284m (34%), and 307m (30%) to two neighbouring residences located to the west, and southeast.

#### 6.1.4 Comments

1. Planner's Report

Ms. Kurtz presented a report on the revised application and recommended approval.

2. Council's Questions and/or Comments

Councillor Zinn thanked the planner and applicant for working together to find a solution.

3. Applicant and/or Agent

None.

4. Others

None.

#### 6.1.5 Recommendation

It was recommended that application MV02-2025 be approved with the following conditions:

- 1. The structure be located within the footprint contained on the sketch provided by the applicant;
- 2. The variance approval is valid for a period of 18 months from the date of Council's decision.
- 6.1.6 Committee of Adjustment Decision

Motion 135-2025

Moved by Jamie McCallum Seconded by Jodi Snell

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, to maintain the appropriate development of the lands, and to maintain the general intent of the Morris-Turnberry Zoning Bylaw 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV03-2025, submitted by Matthew Cardiff:

 The structure be located within the footprint contained on the sketch provided by the applicant;
 The variance approval is valid for a period of 18 months from the date of Council's decision.

Carried.

6.1.7 Close Committee of Adjustment

Motion 136-2025

Moved by Jamie McCallum Seconded by Sharen Zinn

THAT The Committee of Adjustment hereby adjourns their meeting.

Carried.

#### 6.2 CONSENT C37-2024 MICHIE/KIKKERT

A report was presented by Huron County Planner Sarah Kurtz regarding the revised application.

There were no questions or comments from Council.

Motion 137-2025

Moved by Sharen Zinn Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris-Turnberry recommends to Huron County Council that proposed severance C37-2024 be approved, subject to the conditions outlined in the Planner's report.

Carried.

#### 7.0 STAFF REPORTS

- 7.1 FIRE DEPARTMENT
- 7.1.1 Huron East Fire Update

A report on the activities of the Huron East Fire Department was presented by Fire Chief Glen Ackerman for the information of Council.

There were no questions or comments from Council.

#### 8.0 BUSINESS

#### 8.1 BOLT MUNICIPAL DRAIN - S78 REQUEST FOR IMPROVEMENT

A report prepared by Drainage Superintendent Kirk Livingston was presented by Mr. Hallam.

Motion 138-2025

Moved by Jamie McCallum Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris Turnberry hereby receives the Notice of Request for Drain Improvement for the Bolt Municipal Drain, as described in the request submitted by Trevor Peel under Section 78(1) of the Drainage Act;

AND FURTHER THAT Council supports proceeding with the drainage works and instructs the Clerk to send the notice required under Section 78(2) of the Drainage Act to the Maitland Valley Conservation Authority, the Ontario Ministry of Agriculture, Food and Agribusiness, and parties who requested the improvement under Section 78(1);

AND FURTHER THAT Streamline Engineering Inc. be appointed to prepare a report for the improvement of the Bolt Municipal Drain effective 30 days after the issuance of the notice to the prescribed parties.

Carried.

#### 8.2 COMMUNITY SAFETY AND WELLBEING PLAN REVIEW

A report prepared by Deputy Clerk Kim Johnston was presented by Mr. Hallam.

Motion 139-2025

Moved by Sharen Zinn Seconded by Jodi Snell

THAT the Council of the Municipality of Morris Turnberry hereby approves the Community Safety and Well Being Plan Review Report as prepared by the Community Safety and Well-Being for Huron Municipal Working Group, in collaboration with the CSWB Oversight Committee.

Carried.

#### 8.3 BLUEVALE COMMUNITY COMMITTEE FEE REQUEST

A report in this regard was presented by CAO/Clerk Trevor Hallam.

Motion 140-2025

Moved by Jamie McCallum Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris Turnberry hereby waives the Building Permit Fee for the improvements to the Pioneer Park baseball diamond dugouts as applied for by the Maitland Valley Conservation Authority on behalf of the Bluevale Community Committee.

Carried.

#### 8.4 ELEVATOR LINE EMERGENCY CULVERT REPLACEMENT

A report in this regard was presented by Director of Public Works Mike Alcock.

Motion 141-2025

Moved by Jamie McCallum Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris Turnberry hereby accepts the quotation of Armtec for the supply and delivery of one 20m long, 1400mm diameter, polymer coated, CSP Culvert, in the amount of \$15,756.00 (excluding HST), and authorizes the Director of Public Works to execute the purchase order and all other required documents.

Carried.

# 9.0 COUNCIL REPORTS

Kevin Freiburger

June 4<sup>th</sup> attended a meeting of the Bluevale Community Committee.

Jamie McCallum

June 16<sup>th</sup> attended a meeting of the Belmore Community Centre Board.

Sharen Zinn

None.

Jodi Snell

Attended in meetings of the Listowel Wingham Healthcare Alliance, Listowel Wingham Family Health Team Board, and the Coalition for Huron Injury Prevention

Jamie Heffer

None.

#### 10.0 CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION

- 10.1 Board Meeting Highlights AMDSB June 10, 2025
- 10.2 Outstanding Action Items

# 11.0 ITEMS FOR A FUTURE AGENDA

None.

#### 12.0 BY-LAWS AND AGREEMENTS

12.1 Stop up and Close Roads and Lanes, Plan 100 Brussels

Motion 142-2025

Moved by Sharen Zinn Seconded by Jodi Snell

THAT leave be given to introduce By-Law 30-2025, being a bylaw to stop up and close a portion of the road allowances known as Lorne Street, Leckie Street, and certain Lanes in Plan 100, Brussels, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

12.2 Sell Portions of Leckie Street, Lorne Street, and Chestnut Street

Motion 143-2025

Moved by Kevin Freiburger Seconded by Jamie McCallum

THAT leave be given to introduce By-Law 31-2025, being a bylaw to authorize the sale and disposition of lands formerly known as Lorne Street, Leckie Street and Chestnut Street, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

#### 13.0 CLOSED SESSION

13.1 Enter closed session.

Motion 144-2025

Moved by Jamie McCallum Seconded by Sharen Zinn

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 8:00 p.m., with the CAO/Clerk remaining in attendance, for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- a) Section 239 (2) (c) regarding a proposed acquisition of land;
- b) Section 239 (2) (c) regarding proposed disposition of land;

Carried.

13.2 Return to open session.

Motion 145-2025

Moved by Jamie McCallum Seconded by Kevin Freiburger

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 8:24 p.m.

Carried.

#### 13.3 Report and Action from Closed Session.

Council received information regarding potential acquisition of land, and the potential disposition of land, and gave direction to staff.

#### 14.0 CONFIRMING BY-LAW

Motion 146-2025

Moved by Jodi Snell Seconded by Jamie McCallum

THAT leave be given to introduce By-Law 32-2025, being a bylaw to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on June 17, 2025, and that it now be read severally a first, second, and third time, and finally passed.

Carried.

# 15.0 ADJOURNMENT

Motion 147-2025

Moved by Kevin Freiburger Seconded by Sharen Zinn

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 8:25 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, July 8, 2025, 7:30 pm Regular Meeting of Council – Tuesday, July 22, 2025, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Municipality of Morris-Turnberry Account List for	July 8 2025		
Conorral			
<u>General</u> Bell Canada	Emorgonov Linos	153.38	
Bell Canada	Emergency Lines Morris Office	566.75	
Bell Mobility	Cell Phone	25.24	
Telizon	Long Distance Phone	3.35	
Huron Clean	Office Cleaning	401.64	
Truly Nolen	Pest Control	422.00	
CIBC VISA	Online Council Meetings 24.28		
	First Aid & CPR Training 280.00		
	Planning Fee 38.73		
	Water 69.22		
	WHMIS Training <u>361.60</u>	773.83	
Midwestern Newspapers Corp	Advertisements	254.25	
Krantz Law Professional Corporation	Legal	569.00	
Intact Public Entities	Deductible	693.00	
Township of North Huron	Fire Calls - May 2025	315.03	
Township of North Huron	Water Billings	3,842.94	
Municipality of Huron East	2024 Fire, Recreation & Cemetery Reconciliations	267,703.63	
Sommers Generator Systems	Annual Generator Maintenance x2	2,042.76	
Rebecca Schlosser	Wedding Solemnization	300.00	
Margaret Speer	Wedding Solemnization	300.00	
Property Owner	Return Property Tax Overpayment	1,213.00	
WSIB	WSIB - June 2025	1,247.81	
Minister of Finance	EHT - June 2025	865.43	
Payroll			
June 18 2025	Payroll	23,547.55	
	Expenses	294.70	
July 2 2025	Payroll	26,766.26	
	Expenses	212.62	
	General Total		332,514.17
Building Department			
Bell Mobility	Cell Phone	59.76	
Leslie Motors	Truck Maintenance	144.58	
CIBC VISA	OBOA Conference Registration	1,749.24	
WSIB	WSIB - June 2025	274.59	
Minister of Finance	EHT - June 2025	173.29	
Payroll			
June 18 2025	Payroll	5,303.90	
	Expenses	-	
July 2 2025	Payroll	6,016.35	
	Expenses	-	
Council Pay	Payroll - June	4,179.64	
	Receiver General Building Total	435.47	18,336.82
Property Standards	Building Total		10,330.02
Keppelcreek	Bylaw Enforcement - May	2,016.96	
	Property Standards Total	2,010.30	2,016.96
<u>Drainage</u>			
Hydro One	Hopper Pump	62.73	
Chuck Hull	Elliott/Underwood, Ross & Russel Municipal Drains	1,423.89	
Headway Engineering	Arbuckle Municipal Drain	3,390.00	
	Drainage Total		4,876.62

	Tarks & Cemeteries Tota		-
Belgrave Water			
Hydro One	Humphrey Well	35.19	
Bell Canada	Belgrave Water	210.95	
	Belgrave Water & Humphrey Well	180.78	
Rogers			426.92
	Water Tota		420.92
Landfill			
Bell Mobility	Cell Phone	8.91	
MGM Townsend Tire	Repair for 01-12 Tractor	342.39	
RJ Burnside & Associates	Morris Landfill	7,771.50	
	Landfill Tota		8,122.80
			0,122100
Roads			
Bell Canada	Morris Shop	283.37	
Bell Canada	Turnberry Shop	153.39	
Bell Mobility	Cell Phones	59.05	
Enbridge	Turnberry Shop	38.58	
Schmidt's Power Equipment	Chainsaw Supplies	13.50	
Comco Fasteners Inc.	Shop Supplies	204.99	
Hodgins Building Centre	Shop Supplies	42.92	
CIBC VISA	Courier	166.90	
Pollard Distribution Inc.	Dust Control	19,291.79	
Yard Boys Ltd.	Spring Roadside Grass Cutting	14,258.34	
AJN Builders	Bridge Washing	18,645.00	
Lavis Contracting Co. Ltd.	Cold Patch	5,425.19	
Joe Kerr Ltd.	Parts for 19-06 Tandem & Gravel	444.93	
Roberts Farm Equipment	Parts for 18-18 Pickup	136.33	
	Parts for 19-19 Brusher	493.97	
Maitland Welding & Machining Viking Cives Ltd	Parts for 16-05 Tandem	495.82	
Altruck International Truck Centres			
Huron Tractor	Parts for 16-05 & 19-06 Tandem	853.61	
	Parts for 13-13 Grader	32.72	
Brandt London	Parts for 10-25 Grader	1,138.35	
Elvaan Equipment Solutions	Parts for 19-19 Brusher & 10-25 Grader	2,361.70	
Neils Repair Service	Maintenance of 18-18 Pickup	128.71	
Leslie Motors Ltd.	2025 Pickup Truck	68,351.49	
AJN Builders	T100 - Willit Bridge, Salem Rd & Salem Rd Repair		
BM Ross & Associates	T100 - Willit Bridge, Engineering	8,233.18	
Sunbelt Rentals	Elevator Line Culvert Replacement	45.20	
WSIB	WSIB - June 2025	1,603.26	
Minister of Finance	EHT - June 2025	1,011.77	
Payroll			
June 18 2025	Payroll	30,232.65	
	Expenses	386.84	
July 2 2025	Payroll	34,208.80	
5uly 2 2025	Expenses	235.23	
	Roads Tota		598,695.18
	Account 1	otal	964,989.47
Approved By Council:	July 8 2025		

Parks & Cemeteries Total

-



# Arbuckle & Congram Municipal Drains

June 4, 2025

Prepared for:



Headway Engineering 23-500 Fairway Road South Suite 308 Kitchener, Ontario N2C 1X3 226 243 6614 www.headwayeng.ca



Kitchener, Ontario June 4, 2025

To the Mayor and Members of Council:

# Re: Arbuckle & Congram Municipal Drains Municipality of Morris-Turnberry Our Reference No. MT-005

Headway Engineering is pleased to provide its report for the **Arbuckle and Congram Municipal Drains** in the Municipality of Morris-Turnberry.

The preparation of this report was authorized by resolutions of the Council of the Municipality of Morris-Turnberry on April 2, 2024, per Section 78 of the Drainage Act.

The primary objective of this report is to improve the Arbuckle and Congram Municipal Drains by providing additional depth for tile drainage and the replacement of one crossing.

A summary of the assessments for this project are as follows:

Municipal Lands	\$11,893
Privately Owned Non-Agricultural	\$4,345
Privately Owned Agricultural – Grantable	\$127,262
Total Estimated Assessments	\$143,500

Yours truly,

Stephen Brickman, P.Eng. Project Engineer and Manager

Ad Har

Adam Hall Project Coordinator **HEADWAY ENGINEERING** SB/ah





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# SCHEDULES

- SCHEDULE A ALLOWANCES
- SCHEDULE B ESTIMATED CONSTRUCTION COSTS
- SCHEDULE C ASSESSMENT FOR CONSTRUCTION
- SCHEDULE D ASSESSMENT FOR FUTURE MAINTENANCE

# SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS



#### **1.0 INTRODUCTION AND LOCATION**

The Council of the Municipality of Morris-Turnberry has appointed Headway Engineering to investigate a request for improvements under Section 78 of the Drainage Act. The project services parts of Lots 1 to 4, Concession 1, and parts of Lots 1 to 3, Concession 2 in the former Township of Morris, Municipality of Morris-Turnberry and parts of Lots 40 to 42 in the former Township of Wawanosh, Township of North Huron.

The Drainage Area comprises of approximately 239 hectares, and land uses within the watershed include agriculture, bush lands, and roads.

The attached Plans, Profiles and Details; Drawing Numbers 1 to 3, show and describe in detail the location and extent of the work to be completed and the lands which are affected.

#### 2.0 PROJECT AUTHORIZATION

Authority to prepare this report was obtained by resolutions of the Council of the Municipality of Morris-Turnberry at its April 2, 2024 meeting to appoint Headway Engineering to prepare an Engineer's Report under Section 78 of the Drainage Act.

#### **3.0 DRAINAGE HISTORY**

#### 3.1 Arbuckle Drain (1963)

The Arbuckle Drain was originally constructed under the authority of a report prepared by James A. Howes O.L.S. dated January 11, 1963. Construction works included deepening the existing ditch commencing from the Maitland River in Lot 3, Concession 2, Municipality of Morris-Turnberry (Morris Ward) and extending upstream to the lot line between Lot 41 and Lot 42, Concession 13, Township of North Huron (former Township of Wawanosh).

#### 3.2 Congram Drain (1969)

A report for the Congram Drain was prepared by E. W. Hayes Limited., dated October 15, 1969. This report provided for the construction of two open drains and the installation of a new road culvert.

#### **4.0 PUBLIC MEETINGS AND ENGAGEMENTS**

#### 4.1 On-Site Meeting

Per Section 9(1) of the Drainage Act, an on-site meeting was held on June 11, 2024, to address the request for improvement. Persons in attendance were:

Stephen Brickman, P.Eng.	Headway Engineering
Adam Hall	Headway Engineering
Kirk Livingston	Morris Turnberry Drainage Superintendent



Landowners included: Dave Golley

Bill Versteeg

A preliminary plan showing the watershed was distributed in advance. The information supplied was based on data made available to the public by the Province of Ontario.

# 4.2 Public Information Meeting

A Public Information Meeting was held on March 5, 2025. Persons in attendance were:

Stephen Brickman, P.Eng. Adam Hall Kirk Livingston Trevor Hallam Mike Alcock	Headway Engineering Headway Engineering Morris-Turnberry Drain Morris-Turnberry Clerk Morris-Turnberry Road	nage Superintendent
Landowners included: Kelsa Clark	John Curran	Bill Haines

The information supplied included details of the proposed improvements to the open ditch system including the deepening of the Arbuckle and Congram Drains to provide for additional farm tile outlet and the replacement of one farm crossing.

This meeting provided a review of the design of the proposed works, the estimated costs of the project, and the proposed assessments.

#### **5.0 FINDINGS**

**Dave Golley** 

Based on the information collected during field investigations, surveys, public engagements, and review of documentation, the following summarizes Headway Engineering's findings:

- 5.1 Watershed Condition (Hydrology):
  - The watershed was established through the analysis of tile drainage maps, previous engineers' reports for surrounding systems, field investigations, surveys, and data analysis of LIDAR derived digital data (2022). The drainage area comprises of approximately 238.97 hectares.
  - Land uses within the watershed are as follows:
    - Agricultural: 199.77 hectares (84%)
    - Bush, Wetland, or Ponds: 27.5 hectares (12%)
    - Roads: 11.7 hectares (4%)
  - The Ontario Ministry of Agriculture, Food and Agribusiness's Agricultural Information Atlas describes the soil types within the watershed and along the routes of the drains as loam.

#### 5.2 Existing Drainage System:

• The existing Arbuckle Drain consists of approximately 1,633m of open ditch commencing from the Maitland River Lot 3, Concession 2, Municipality of Morris-Turnberry (Morris Ward) and extending upstream to Lot 42, Concession 13, Township of North Huron (former Township of Wawanosh).



- The Congram Drain is a tributary of the Arbuckle drainage system and consists of a main drain and a branch drain.
  - The Main Drain is comprised of approximately 727m of open ditch commencing from its outlet into the Arbuckle Drain in Lot 1, Concession 2, Municipality of Morris-Turnberry (Morris Ward) and extending upstream to Lot 42, Concession 13, Township of North Huron (former Township of Wawanosh).

#### 5.3 Outlet:

- The outlet for the Arbuckle Municipal Drain is the Middle Maitland River in Lot 3, Concession 2 (Morris Ward).
- No construction works are proposed in the Maitland River.

#### 5.4 Other noted observations:

- Many of the lands within the watershed, and nearby the municipal drain are tile drained.
- In approximately 2020, the portion of the Congram Drain downstream of Jamestown Road was cleaned out.
- The Congram Drain downstream of Jamestown Road is very flat, with the existing streambed elevation in the Arbuckle Drain approximately equal to the Jamestown Road culvert invert elevation.
- In approximately 2023, maintenance activities were carried out on a portion of the of the existing Arbuckle Drain upstream of Sta. 0+591.
- During the winter of 2023/2024, the Jamestown Road culvert on the Congram Drain was maintained by auguring and removing sediment material.
- The farm tiling on the David Golley property (Roll No. 2-035-00) does not have a sufficient outlet at today's standards of drainage as the existing drain is not of adequate depth.
- The Congram Drain outlets into the Arbuckle Drain in an upstream direction, opposing the natural flow direction of the Arbuckle Drain.
- Sufficient grade is available as the Arbuckle Drain flows toward the Maitland River.
- The existing farm crossing on the Haines Beef Ltd. & Hazel Haines property (Roll No. 2-002-00) is not of adequate size or depth for today's standards of drainage.

#### 5.5 Environmental Requirements:

- The DFO classification of the existing Arbuckle and Congram Drains is a Class 'D' drain, according to the Ontario Ministry of Agriculture, Food and Agribusiness's (OMAFA's) Information Atlas. Class 'D' drains contain fish species that are sensitive to construction activities.
- The Maitland Valley Conservation Authority (MVCA) has indicated that a permit to alter a watercourse is required.



#### 6.0 DESIGN CONSIDERATIONS

Open ditch works have been designed to provide depth for sufficient outlet and improved tile drainage for workable areas adjacent to, and upstream of the municipal drain.

Provisions have been made in the proposed works to allow for the repair of areas of ditch that have experienced erosion or slumping.

The farm culvert on the Haines Beef Farms Ltd. property (Roll No. 2-002-00) is designed using a minimum event standard of a 1:5-year rainfall event.

#### 7.0 ENVIRONMENTAL CONSIDERATIONS AND PERMITTING

#### 7.1 Department of Fisheries and Oceans (DFO)

The DFO has reviewed the Request for Review package sent to them on November 7, 2024, and also considered information presented during discussions and meetings that were held between Headway Engineering staff and DFO personnel, including a site inspection.

#### 7.2 Ministry of the Environment, Conservation and Parks (MECP)

Headway Engineering completed a review of the Natural Heritage Information Centre mapping for Species at Risk in Ontario. Provincial Species at Risk requiring special consideration were not found in the working area.

#### 7.3 Maitland Valley Conservation Authority (MVCA)

The MVCA has been included on the circulation list for this report and has been notified of all public engagements. A design submission was filed with the MVCA on June 3, 2025 which included design drawings and a discussion of the proposal. The MVCA has stated that a Permit to Alter a Watercourse is required.

#### **8.0 RECOMMENDATIONS**

Headway Engineering recommends the following:

- Arbuckle Drain:
  - The cleanout of approximately 625m of open ditch to provide for sufficient outlet for farm tiling systems within the watershed.
  - The installation of one farm crossing.
- Congram Drain:
  - The cleanout of approximately 241m of open ditch to provide for sufficient outlet for farm tiling systems within the watershed.
  - $\circ~$  The realignment of approximately 41m of open ditch to better outlet into the Arbuckle Drain.
- This drainage system shall be known as the Arbuckle and Congram Municipal Drains.
- Headway Engineering also recommends that the watersheds of the surrounding municipal drains be updated when those drainage systems are revisited in the future.



#### 9.0 SUMMARY OF PROPOSED WORKS

The proposed work consists of:

- 1. The cleanout and/or deepening of approximately 866m of open ditch,
- 2. The replacement of one existing farm culvert,
- 3. The realignment of approximately 41m of open ditch.

#### **10.0 WORKING AREA AND ACCESS**

Access to the working area shall be as shown on the attached set of plans, or by the Landowner where an access route is not defined.

The working area shall be an average width of 12 metres along the working side of the drain for constructions purposes, and an average width of 10 metres for maintenance purposes.

#### **11.0 SCHEDULES**

Four schedules are attached and form part of this report.

#### 11.1 Schedule A – Schedule of Allowances

Following Sections 29, 30 and 33 of the Drainage Act, allowances are provided to Landowners for Right-of-Way and Damages to Lands and Crops, respectively. Schedule A contains a table of the applicable allowances to Landowners.

#### 11.2 Schedule B – Schedule of Estimated Construction Costs

An itemized cost estimate of the proposed construction work is included in detail in Schedule B.

#### 11.3 Schedule C – Schedule of Assessment for Construction

Schedule C provides details of the distribution of the total estimated costs of the construction of the municipal drainage system.

#### 11.4 Schedule D – Schedule of Assessment for Maintenance

Schedule D provides details of the distribution of future maintenance costs for the municipal drainage system. Maintenance assessments are expressed as a percentage of the total maintenance.

Lands located upstream of the maintenance shall be determined by the Drainage Superintendent and assessed according to this schedule.

#### **12.0 ALLOWANCES**

Per Sections 29, 30 and 33 of the Drainage Act, Allowances payable to Landowners are described below.

#### 12.1 Allowances for Right-of-Way (Section 29)

The Right-of-Way allowance compensates the lands for the right to enter onto the land at various times for the purpose of inspecting the drainage system and conducting maintenance activities.



Right-of-Way allowances were not provided to Landowners in any of the previous reports for the working side of the drain.

The values used for calculating allowances for Right-of-Way are as follows:

Land Use and Description	Land Value	Adjustment Factor for Drainage Act Right-of- Way Allowance	Adjusted Land Value for Drainage Act Right- of-Way Allowance		
Agricultural Working Side of Ditch	\$60,000/Ha	25%	\$15,000/Ha		
Agricultural Congram Drain Outlet Realignment	gram Drain Outlet \$60,000/Ha		\$60,000/Ha		

# 12.2 Allowances for Damages to Lands and Crops (Section 30)

Allowances for Damages to Lands and Crops under Section 30 of the Drainage Act, are primarily calculated to compensate Landowners for crop losses, and land damages due to the construction and operation of the drain, including access to the working area.

Area values used for calculating allowances for agricultural Damages are \$6,000/Ha.

# 12.3 Allowance for Loss of Access (Section 33)

An allowance may be provided to a Landowner if the establishment of a municipal drain causes the loss of access to a portion of the property. A loss of Access allowance is calculated as the lesser of the following calculations:

- The cost of constructing a suitable bridge or crossing
- The value of the land which is severed from the rest of the property by the establishment of a municipal drain.

One Loss of Access allowance is provided in this report which resulted with the value of the land severed as the lesser of the above calculations.

Allowances payable to Landowners are shown in Schedule A.

#### Total Allowances, under Sections 29, 30 and 33 of the Drainage Act are \$23,840.

Allowances will be deducted from the total assessments in accordance with Section 62(3) of the Drainage Act.

# **13.0 ESTIMATED CONSTRUCTION COSTS**

Headway Engineering has made an estimate of the cost of the proposed construction work. A detailed description of the estimated construction costs can be found in Schedule B of this report.

Part A – Arbuckle Drain	\$ 48,800
Part B – Congram Drain	\$ 18,500
Part C – Provisional Items	\$ 7,000
Total Estimated Construction Costs	\$ 74,300



#### 14.0 SUMMARY OF ESTIMATED PROJECT COSTS

The total estimated project costs are as follows:

Allowances under Sections 29 and 30 of the Drainage Act (Refer to Schedule A)	\$ 23,840
Total Estimated Construction Costs (Refer to Schedule B)	\$ 74,300
Public engagements, survey, design and drafting, preparation of preliminary cost estimates and assessments, preparation of final drainage report, consideration of report	\$ 26,000
Environmental Agency Consultations and Approvals	\$ 3,000
Tendering support, supervision, and inspection of construction, contract administration, as-recorded drawing preparation, final cost calculations and grant application preparation.	\$ 8,000
Contingencies, Interest and net H.S.T.	\$ 8,360
TOTAL ESTIMATED PROJECT COSTS ARBUCKLE & CONGRAM MUNICIPAL DRAINS	\$ 143,500

#### The estimated cost of the work in the Municipality of Morris-Turnberry is \$143,500.

The above costs are estimates only. The final costs of construction, engineering and administration cannot be determined until the project is completed.

The above cost estimate does not include costs associated with defending the drainage report should appeals be filed with the Court of Revision, Drainage Tribunal and/or Drainage Referee. Should additional costs be incurred, unless otherwise directed, the additional costs would be distributed in a pro-rata fashion over the assessments contained in Schedule C and as may be varied under the Drainage Act.

#### 15.0 ASSESSMENT

Headway Engineering assesses the cost of this work against the Lands and Roads as shown in Schedule C - Assessment for Construction.

Assessments were determined using the principles included in the 'Drainage Assessment Revisited' paper prepared by E.P. Dries and H.H. Todgham. These principles of assessment are recognized to be fair and equitable for determining cost distributions among those affected.

#### 15.1 Benefit (Section 22)

Benefit assessment is applied to those properties receiving a benefit as defined in Section 1 of the Drainage Act which is extracted below:

**Benefit** means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any



other advantages relating to the betterment of lands, roads, buildings or other structures.

Typically, properties which have direct, or near direct access to the proposed drain receive Benefit as defined above.

# 15.2 Outlet Liability (Section 23)

Outlet Liability is distributed to all properties within the watershed area on an adjusted area basis. The areas are adjusted to accurately reflect equivalent run-off rates relative to other lands and roads within the watershed. Due to development, roads have been assessed higher Outlet Liability rates relative to agricultural lands.

# 15.3 Special Benefit (Section 24)

The Special Benefit instrument of assessment was used to separate the benefit portion of the new farm crossing from the remaining costs of the drainage works.

# **16.0 GRANT ELIGIBILITY**

The Province provides grants towards assessment to eligible properties for drainage improvements which meet the specified criteria. The provision of these grants for activities under the Drainage Act is called the *Agricultural Drainage Infrastructure Program* (ADIP).

A grant may be available for assessments to privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make an application for this grant upon certification of completion. The Municipality will then deduct the grant from the assessments.

## 16.1 Allowance for Loss of Access

Following policy number 2.4 e) of the ADIP policies, no grant will be paid on an allowance for Loss of Access except when the cost of providing a crossing exceeds the value of the land losing access. As noted under heading 12.3 of this report, the Loss of Access allowance is based on the value of the land losing access. The Loss of Access allowance qualifies for ADIP grants.

#### **17.0 MAINTENANCE**

Upon completion, the Arbuckle and Congram Municipal Drains shall be maintained by the Municipality of Morris-Turnberry and the Township of North Huron, with each municipality responsible for the portions of the system within its jurisdiction. Maintenance costs shall be borne by all assessed lands and roads, in accordance with Schedule D – Assessment for Maintenance, and in the same relative proportions unless altered under the Drainage Act. Portions of the drainage works located within municipal road allowances shall be maintained at the expense of the road authority having jurisdiction.



Schedule A

Allowances

# Schedule of Allowances Arbuckle & Congram Municipal Drains

2	- Property Details				Drainage Act Allowances							
a	Part			Roll		Right of Way		Damages	Lo	oss of Access		
Drai	Lot	Concession	Landowner	Number		(Sec. 29)		(Sec. 30)		(Sec. 33)	Tota	al Allowances
Ś	1	2	David Golley	2-035	\$	3,510.00	\$	1,680.00	\$	-	\$	5,190.00
nck	2,3	2	Haines Beef Farms Ltd. & H	2-002	\$	5,870.00	\$	4,130.00	\$	-	\$	10,000.00
<b>rb</b>	Total Allowances											
P	Arbu	ckle Drain			\$	9,380.00	\$	5,810.00	\$	-	\$	15,190.00

	Property Details				Drainage Act Allowances							
n Drain	Part Lot	Concession	Landowner	Roll Number		Right of Way (Sec. 29)		Damages (Sec. 30)	Lo	oss of Access (Sec. 33)	Tota	al Allowances
an	1	2	David Golley	2-035	\$	-	\$	500.00	\$	-	\$	500.00
ngram	2,3	2	Haines Beef Farms Ltd. & H	2-002	\$	5,670.00	\$	1,880.00	\$	600.00	\$	8,150.00
2	8 Total Allowances											
	Congram Drain				\$	5,670.00	\$	2,380.00	\$	600.00	\$	8,650.00

	Drainage Act Allowances							
	Right of Way (Sec. 29)			Damages (Sec. 30)		ss of Access		
						(Sec. 33)		al Allowances
Total Allowances	\$	15,050.00	\$	8,190.00	\$	600.00	\$	23,840.00



Schedule B

**Estimated Construction Costs** 

# **Schedule of Estimated Construction Costs**

An estimate of the cost of the proposed work has been completed, which is outlined in detail as follows.

# **Part A - Arbuckle Drain**

Description	Estimated Quantity	 \$/Unit	 Total
1) Clearing, brushing and mulching	l.s.		\$ 5,000.00
2) Open ditch excavation (Sta. 0+200 to Sta. 0+825)	625 m	\$ 20.00	\$ 12,500.00
3) Levelling of excavated material	625 m	\$ 8.00	\$ 5,000.00
4) Hydroseeding of disturbed side slopes	1100 m2	\$ 5.00	\$ 5,500.00
<ol> <li>Supply 1600mm diameter CSP with 125mm x 25mm corrugations, 2.8mm thickness, type II aluminized coating</li> </ol>	12 m	\$ 900.00	\$ 10,800.00
Installation of 1600mm diameter CSP pipe complete with quarry stone rip-rap protection and geotextile filter material (25m <sup>2</sup> ) and including the removal and offsite disposal of			
existing concrete box culvert (Sta. 1+889)	l.s.		\$ 10,000.00
Sub-Total - Work on Lands			\$ 48,800.00
<b>Total Estimated Construction Costs</b>			
Part A - Arbuckle Drain			\$ 48,800.00

# Part B - Congram Drain

	Estimated	<b>•</b> / 1 - 11		<b>T</b> ( )
Description	Quantity	 \$/Unit		Total
1) Clearing, brushing and mulching	l.s.		\$	3,962.00
2) Open ditch excavation (Sta. 0+041 to Sta 0+282)	241 m	\$ 20.00	\$	4,820.00
3) Levelling of excavated material	241 m	\$ 8.00	\$	1,928.00
<ol> <li>Open ditch excavation including stripping and stockpiling top soil (41m) (Outlet Realignment)</li> </ol>	180 m3	\$ 8.00	\$	1,440.00
5) Fill existing ditch with excavated material from the proposed ditch including stripping topsoil and spreading topsoil over backfilled ditch	180 m3	\$ 10.00	\$	1,800.00
6) Hydroseeding of disturbed side slopes	310 m2	\$ 5.00	\$	1,550.00
7) Supply and placement of 150 to 300mm diameter quarry stone rock rip-rap and geotextile filter material	30 t	\$ 100.00	\$	3,000.00
Sub-Total - Work on Lands			\$	18,500.00
Total Estimated Construction Costs Part B - Congram Drain			\$	18,500.00
			<u>+</u>	

# **Part C - Provisional Items**

A Provisional Item is an item that may or may not be required as a part of the Contract. The decision as to whether a Provisional Item will form part of the Contract will be at the discretion of the engineer at time of construction. Payment for Provisional Items will only be made for work authorized in writing by the Engineer. Payment for work performed under a Provisional Item shall be based on the Unit Price bid in the Scope of Work below.

		Estimated			
	Description	Quantity	 \$/Unit	_	Total
1)	Quarry stone rip-rap	70 t	\$ 100.00	\$	7,000.00
Το	tal Estimated Construction Costs				
Pa	rt C - Provisional Items			\$	7,000.00

# **Summary of Estimated Construction Costs**

Part A - Arbuckle Drain Part B - Congram Drain	\$ \$	48,800.00 18,500.00
Part C - Provisional Items	\$	7,000.00
Total Estimated Construction Costs	<u>\$</u>	74,300.00
Total Estimated Materials	\$	10,800.00
Total Estimated Labour and Equipment	\$	63,500.00
Total Estimated Construction Costs Arbuckle & Congram Municipal Drains	\$	74,300.00
Albuerte & vengram municipal planis	φ	74,300.00



Schedule C

Estimated Assessment for Construction

# Schedule of Estimated Assessment for Construction Arbuckle & Congram Municipal Drains

		<b>Property Details</b>				Drainag	Act Instrum	ts of Ass	For Information							
Part Lot	Concessi	on Landowner	Roll Number	Approx. Ha. Affected	(	Benefit (Sec. 22)		ıtlet Liability (Sec. 23)		cial Benefit Sec. 24)	Total Assessment	: Less Gov't Gran	t l	Less Allowances		et Estimated Expense
Municipali	ty of Morris	-Turnberry										-				
1	1	Pamela Hagen & Robert Szasz	1-054	1.50	\$	-	\$	144			\$ 144	*	\$	-	\$	144
1,2	1	Robert & Kelsa Clark	1-055	15.00	\$	-	\$	1,263			\$ 1,263	\$ 42	1 \$	-	\$	842
3,4	1	Haines Beef Farms Ltd.	1-056	5.20	\$	-	\$	520			\$ 520	\$ 17	3 \$	-	\$	347
3	1	Haines Beef Farms Ltd.	1-057	0.54	\$	-	\$	154			\$ 154	\$ 5	1 \$	-	\$	103
1	2	David Golley	2-035	38.40	\$	22,369	\$	4,783			\$ 27,152	\$ 9,05	1 \$	5,190	\$	12,911
2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	25.90	\$	31,371	\$	2,177	\$	15,840	\$ 49,388	\$ 16,46	3 \$	10,000	\$	22,925
<b>Total As</b>	sessmen	ts on Lands (Municipality of Morri	s-Turnberry)		\$	53,740	\$	9,041	\$	15,840	\$ 78,621	\$ 26,15	9 \$	15,190	\$	37,272
Jamestowr		Municipality of Morris-Turnberry		1.80	\$	-	\$	453			\$ 453				\$	453
County Roa	ad 4	Huron County		6.40	\$	-	\$	3,401			\$ 3,401				\$	3,401
Total As	sessmen	ts on Roads (Municipality of Morr	is-Turnberry)		\$	-	\$	3,854	\$	-	\$ 3,854				\$	3,854
		ts Arbuckle (Municipality of Morri			\$	53,740	\$	12,895		15,840	-	\$ 26,15	9 \$	15,190	\$	41,126
Townshin	of North Hu				I	-		- I		-	-	· · · ·		-		
41 41 42	12	Haines Beef Farms Ltd.	12-030	3.80	\$	-	\$	524			\$ 524	\$ 17	5 \$	-	\$	349
41	12	Robert Chettleburgh	12-031	16.40	\$	-	\$	2,452			\$ 2,452	\$ 81	7 \$	-	\$	1,635
42	12	P D Schlegel Ltd.	12-032	4.90	\$	-	\$	1,173			\$ 1,173	\$ 39	1 \$	-	\$	782
42	12	William Haines	12-033	40.20	\$	-	\$	4,827			\$ 4,827	\$ 1,60	9 \$	-	\$	3,218
40	13	Wawanosh Veal Inc.	13-026	2.60	\$	-	\$	358			\$ 358	\$ 11	9 \$	-	\$	239
41	13	Jeremy Hessels	13-027	3.60	\$	-	\$	497			\$ 497	\$ 16	6 \$	-	\$	331
41	13	William Versteeg	13-028	18.20	\$	-	\$	2,509			\$ 2,509	\$ 83	6 \$	-	\$	1,673
42	13	Wayne Hopper	13-029	44.90	\$	-	\$	4,320			\$ 4,320	\$ 1,44	0 \$	-	\$	2,880
42	13	Kevin Dejong	13-029-01	1.70	\$	-	\$	621			\$ 621	*	\$	-	\$	621
42	13	Debora Hopper	13-029-03	1.10	\$	-	\$	154			\$ 154	*	\$	-	\$	154
42	13	Huron County	13-031	3.10	\$	-	\$	1,861			\$ 1,861	*	\$	-	\$	1,861
42	13	Debra Appleby	13-033	0.23	\$	-	\$	23			\$ 23	*	\$	-	\$	23
<b>Total As</b>	sessmen	ts on Lands (Township of North Hı	iron)		\$	-	\$	19,319	\$	-	\$ 19,319	\$ 5,55	3 \$	-	\$	13,766
Reid Road		Township of North Huron		3.50	\$	-	\$	1,206			\$ 1,206				\$	1,206
<b>Total As</b>	sessmen	ts on Roads (Township of North H	uron)		\$	-	\$	1,206	\$	-	\$ 1,206				\$	1,206
<b>Total As</b>	sessmen	ts Arbuckle (Township of North Hu	iron)		\$	-	\$	20,525	\$	-	\$ 20,525	\$ 5,55	\$	14,972		
Total As	sessmen	ts Arbuckle			\$	53,740	\$	33,420	\$	15,840	\$ 103,000	\$ 31,71	2 \$	15,190	\$	56,098

# Schedule of Estimated Assessment for Construction Arbuckle & Congram Municipal Drains

				<b>Property Details</b>			Drainag	ge	Act Instrum	nents of Ass	For Information						
					Roll	Approx. Ha.	Benefit	6	Outlet Liability	Special Benefit						Net Estimated	
	Part Lot	C	nncessia	on Landowner	Number	Affected	(Sec. 22)		(Sec. 23)	(Sec. 24)		Assessment	Less Gov't Grant		ess Allowances	Expense	'
	Municipali				Hambor	/1100104	(000.22)		(000.20)	(000.24)	Totari					Experies	
	1		1	Pamela Hagen & Robert Szasz	1-054	1.50	\$ -	\$	676		\$	676	*	\$	-	\$ 67	76
	1,2		1	Robert & Kelsa Clark	1-055	15.00	\$ -	\$	7,030		\$	7,030	\$ 2,343	3 \$	-	\$ 4,68	-
	3,4		1	Haines Beef Farms Ltd.	1-056	5.20	\$ -	\$	3,109		\$	3,109	· · · · · · · · · · · · · · · · · · ·		-	\$ 2,07	
2	3		1	Haines Beef Farms Ltd.	1-057	0.54	\$ -	\$	922		\$		\$ 30		-	\$ 61	
Drain	1		2	David Golley	2-035	3.50	\$ 1,495	\$	58		\$	1,553	\$ 518	3 \$	500	\$ 53	35
	2,3		2	Haines Beef Farms Ltd. & Hazel Haines	2-002	3.60	\$ 15,984	\$	1,196		\$	17,180	\$ 5,72 <sup>-</sup>	7 \$	8,150	\$ 3,30	)3
ram	<b>Total As</b>	ses	sment	ts on Lands (Municipality of Morris-T	urnberry)		\$ 17,479	\$	12,991	\$-	\$	30,470	\$ 9,933	L \$	8,650	\$ 11,88	39
Congr	Jamestowr	n Ro	ad	Municipality of Morris-Turnberry		1.80	\$ 5,111	\$	980		\$	6,091				\$ 6,09	<i>)</i> 1
3	County Roa	ad 4		Huron County		0.85	\$ -	\$	742		\$	742				\$ 74	ł2
	<b>Total As</b>	ses	sment	ts on Roads (Municipality of Morris-1	<b>urnberry</b> )		\$ 5,111	\$	1,722	\$-	\$	6,833	\$-	\$	-	\$ 6,83	33
	<b>Total As</b>	ses	sment	ts Congram (Municipality of Morris-T	urnberry)		\$ 22,590	\$	14,713	\$-	\$	37,303	\$ 9,932	L \$	8,650	\$ 18,72	22
	Township of	of N	orth Hur	on				1			1						
	42		13	Wayne Hopper	13-029	3.90	\$ -	\$	2,331		\$	2,331	\$ 77	7 \$	-	\$ 1,55	54
	42		13	Debora Hopper	13-029-03	0.90	\$ -	\$	729		\$	729	*	\$	-	\$ 72	29
	42		13	Debra Appleby	13-033	0.23	\$ -	\$	137		\$	137	*	\$	-	\$ 13	37
	Total Assessments on Lands (Township of North Huron)						\$ -	\$	3,197	\$-	\$	3,197	\$ 77	7 \$	-	\$ 2,42	20
	<b>Total As</b>	ses	sment	ts													
	Congran	n D	rain				\$ 22,590	\$	17,910	\$-	\$	40,500	\$ 10,708	3 \$	8,650	\$ 21,14	2

Notes: 1 '\*' Denotes Lands not eligible for ADIP Grants.

2 The Special Benefit Assessment (Sec. 24) has been used to separate the benefit portion of the farm crossing from the normal benefit assessment.

3 The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).

# Schedule of Estimated Assessment for Construction Arbuckle & Congram Municipal Drains

		Property Deta	ails			Sumn	nary	y of Assess	ent	For Information						
				Approx. Ha.						Total					Ne	t Estimated
Part Lo	ot Concessi	on Landowner	Roll Number	Affected	Arb	uckle Drain	Co	ongram Drain		Assessment	Le	ss Gov't Grant	Less Al	lowances		Expense
Munici	pality of Mo	rris-Turnberry														
1	1	Pamela Hagen & Robert Szasz	1-054	1.50	\$	144	\$	676	\$	820		*	\$	-	\$	820
1,2	1	Robert & Kelsa Clark	1-055	15.00	\$	1,263	\$	7,030	\$	8,293	\$	2,764	\$	-	\$	5,529
3,4	1	Haines Beef Farms Ltd.	1-056	5.20	\$	520	\$	3,109	\$	3,629	\$	1,210	\$	-	\$	2,419
3	1	Haines Beef Farms Ltd.	1-057	0.54	\$	154	\$	922	\$	1,076	\$	359	\$	-	\$	717
1	2	David Golley	2-035	38.40	\$	27,152	\$	1,553	\$	28,705	\$	9,568	\$	5,690	\$	13,447
2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	25.90	\$	49,388	\$	17,180	\$	66,568	\$	22,189	\$	18,150	\$	26,229
Total	Assessm	ents on Lands (Municip	pality of Mor	ris-Turnberry)	\$	78,621	\$	30,470	\$	109,091	\$	36,090	\$	23,840	\$	49,161
Jamest	own Road	Municipality of Morris-Tur	nberry	1.80	\$	453	\$	6,091	\$	6,544					\$	6,544
County	Road 4	Huron County		6.40	\$	3,401	\$	742	\$	4,143					\$	4,143
<b>Total</b>	Assessm	ents on Roads (Munici	pality of Mor	ris-Turnberry)	\$	3,854	\$	6,833	\$	10,687	\$	-	\$	-	\$	10,687
Total	Total Assessments (Municipality of Morris-Turnberry)				\$	82,475	\$	37,303	\$	119,778	\$	36,090	\$	23,840	\$	59,848
Townsh	nip of North	Huron														
41 41 42	12	Haines Beef Farms Ltd.	12-030	3.80	\$	524	\$	-	\$	524	\$	175	\$	-	\$	349
41	12	Robert Chettleburgh	12-031	16.40	\$	2,452	\$	-	\$	2,452	\$	817	\$	-	\$	1,635
42	12	P D Schlegel Ltd.	12-032	4.90	\$	1,173	\$	-	\$	1,173	\$	391	\$	-	\$	782
42	12	William Haines	12-033	40.20	\$	4,827	\$	-	\$	4,827	\$	1,609	\$	-	\$	3,218
40	13	Wawanosh Veal Inc.	13-026	2.60	\$	358	\$	-	\$	358	\$	119	\$	-	\$	239
41	13	Jeremy Hessels	13-027	3.60	\$	497	\$	-	\$	497	\$	166	\$	-	\$	331
40 41 41	13	William Versteeg	13-028	18.20	\$	2,509	\$	-	\$	2,509	\$	836	\$	-	\$	1,673
42	13	Wayne Hopper	13-029	44.90	\$	4,320	\$	2,331	\$	6,651	\$	2,217	\$	-	\$	4,434
42	13	Kevin Dejong	13-029-01	1.70	\$	621	\$	-	\$	621		*	\$	-	\$	621
42	13	Debora Hopper	13-029-03	1.10	\$	154	\$	729	\$	883		*	\$	-	\$	883
42	13	Huron County	13-031	3.10	\$	1,861		-	\$	1,861		*	\$	-	\$	1,861
42	13	Debra Appleby	13-033	0.23	\$	23				160		*	\$	-	\$	160
		ents on Lands (Townsh	ip of North H	luron)	\$	19,319		3,197	\$	22,516	\$	6,330	\$	-	\$	16,186
_	Reid Road Township of North Huron 3.50					1,206	-	-	\$	1,206					\$	1,206
Total	Total Assessments on Roads (Township of North Huron)				\$	1,206	\$	-	\$	1,206	\$	-	\$	-	\$	1,206
<b>Total</b>	Total Assessments (Township of North Huron)					20,525	\$	3,197	\$	23,722	\$	6,330	\$	-	\$	17,392
	Assessm															
Arbuc	kle & Co	ngram Municipal Drain	5		\$	103,000	\$	40,500	\$	143,500	\$	42,420	\$	23,840	\$	77,240

Notes: 1 '\*' Denotes Lands not eligible for ADIP Grants.

2 The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).



Schedule D

**Assessment for Future Maintenance** 

# Schedule of Assessment for Future Maintenance Arbuckle & Congram Municipal Drains

		<b>Property Details</b>			Proportion	of Maintenance A	Assessment
Part Lot	Concessio	on Landowner	Roll Number	Approx. Ha. Affected	Arbuckle Drain Sta. 0+000 to Sta. 0+994	Arbuckle Drain Sta. 0+382 Culvert	Congram Drain Sta. 0+000 to Sta. 0+28
Municipality	of Morris-	Turnberry					
1	1	Pamela Hagen & Robert Szasz	* 1-054	1.50	0.29%	0.30%	3.77%
1,2	1	Robert & Kelsa Clark	1-055	15.00	3.03%	2.25%	39.25%
3,4	1	Haines Beef Farms Ltd.	1-056	5.20	1.34%	0.86%	17.36%
3	1	Haines Beef Farms Ltd.	1-057	0.54	0.40%	0.25%	5.14%
1	2	David Golley	2-035	38.40	15.17%	5.90%	0.32%
2,3	2	Haines Beef Farms Ltd. & Hazel Haines	2-002	25.90	4.70%	58.76%	6.68%
<b>Total Ass</b>	essment	s on Lands (Municipality of Morris-1	<b>furnberry</b> )		24.94%	68.32%	72.53%
Jamestown	Road	Municipality of Morris-Turnberry		1.80	1.16%	0.75%	5.48%
County Road	d 4	Huron County		6.40	10.73%	4.24%	4.14%
<b>Total Ass</b>	essment	s on Roads (Municipality of Morris-	<b>Furnberry</b> )		11.89%	4.99%	9.63%
Total Mai	intenance	e Assessments (Municipality of Mor	ris-Turnberry)		36.83%	73.31%	82.15%
Township of	f North Hur	on					
41	12	Haines Beef Farms Ltd.	12-030	3.80	1.69%	0.63%	
41	12	Robert Chettleburgh	12-031	16.40	7.70%	3.08%	
42	12	P D Schlegel Ltd.	12-032	4.90	3.77%	1.41%	
42	12	William Haines	12-033	40.20	14.52%	6.51%	
40	13	Wawanosh Veal Inc.	13-026	2.60	1.15%	0.43%	
41	13	Jeremy Hessels	13-027	3.60	1.60%	0.60%	
41	13	William Versteeg	13-028	18.20	8.08%	3.01%	
42	13	Wayne Hopper	13-029	44.90	12.33%	6.30%	13.01%
42	13	Kevin Dejong	* 13-029-01	1.70	2.00%	0.75%	
42	13	Debora Hopper	* 13-029-03	1.10	0.40%	0.25%	4.07%
42	13	Huron County	* 13-031	3.10	5.99%	2.24%	
42	13	Debra Appleby	* 13-033	0.23	0.06%	0.04%	0.76%
<b>Total Ass</b>	essment	s on Lands (Township of North Huro	on)		59.29%	25.24%	17.85%
Reid Road		Township of North Huron		3.50	3.88%	1.45%	
<b>Total Ass</b>	essment	s on Roads (Township of North Huro	on)		3.88%	1.45%	
Total Mai	intenanc	e Assessments (Township of North	Huron)		63.17%	26.69%	17.85%
Total Mai	intenanc	e Assessments Arbuckle and Congra	am Drains		100.00%	100.00%	100.00%

Notes: 1 '\*' Denotes Lands not eligible for ADIP Grants.

2 Lands located upstream of the maintenance shall be determined by the Drainage Superintendent.



# Specifications for the Construction of Municipal Drainage Works

DIVISION A – General Conditions DIVISION B – Specifications for Open Drains DIVISION H – Special Provisions





# **DIVISION A**

# **General Conditions**



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# **DIVISION A - GENERAL CONDITIONS**

## A.1. Scope

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Scope of Work, Drawings, General Conditions and other Specifications.

## A.2. Tenders

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Scope of Work must be completed and submitted with the Form of Tender and Agreement. A certified cheque is required as Tender Security, payable to the Treasurer of the Municipality.

All certified cheques, except that of the bidder to whom the work is awarded will be returned within ten (10) days after the tender closing. The certified cheque of the bidder to whom the work is awarded will be retained as Contract Security and returned when the Municipality receives a Completion Certificate for the work.

A certified cheque is not required if the Contractor provides an alternate form of Contract Security such as a Performance Bond for 100% of the amount of the Tender or other satisfactory security, if required/permitted by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one (1) year after the date of the Completion Certificate.

#### A.3. Examinations of Site, Drawings, and Specifications

The Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to satisfy himself of the existing conditions and extent of the work to be done before submission of his Tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. Any estimates of quantities shown or indicated on the Drawings, or elsewhere are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his Tender shall be done at his own risk. The Tenderer for his own protection should check these quantities for accuracy.

The standard specifications (Divisions B through G) shall be considered complementary and where a project is controlled under one of the Divisions, the remaining Divisions will apply for miscellaneous works.

In case of any inconsistency or conflict between the Drawings and Specifications, the following order of precedence shall apply:

- Direction of the Engineer
- Special Provisions (Division H)
- Scope of Work
- Contract Drawings
- Standard Specifications (Divisions B through G)
- General Conditions (Division A)



# A.4. Payment

Progress payments equal to  $87\pm\%$  of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent  $(10\pm\%)$  will be paid 60 days after the final acceptance by the Engineer, and three per cent  $(3\pm\%)$  of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

After the completion of the work, any part of this reserve may be used to correct defects developed within that time from faulty workmanship and materials, provided that notice shall first be given to the Contractor and that he may promptly make good such defects.

# A.5. Contractor's Liability Insurance

Prior to commencement of any work, the Contractor shall file with the Municipality evidence of compliance with all Municipality insurance requirements (Liability Insurance, WSIB, etc.) for no less than the minimum amounts as stated in the Purchasing Procedures of the Municipality. All insurance coverage shall remain in force for the entire contract period including the warranty period which expires one year after the date of the Completion Certificate.

The following are to be named as co-insured:

- Successful Contractor
- Sub-Contractor
- Municipality
- Headway Engineering

#### A.6. Losses Due to Acts of Nature, Etc.

All damage, loss, expense and delay incurred or experienced by the Contractor in the performance of the work, by reason of unanticipated difficulties, bad weather, strikes, acts of nature, or other mischances shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

#### A.7. Commencement and Completion of Work

The work must commence as specified in the Form of Tender and Agreement. If conditions are unsuitable due to poor weather, the Contractor may be required, at the discretion of the Engineer to postpone or halt work until conditions become acceptable and shall not be subject of a claim for additional compensation.

The Contractor shall give the Engineer a minimum of 48 hours notice before commencement of work. The Contractor shall then arrange a meeting to be held on the site with Contractor, Engineer, and affected Landowners to review in detail the construction scheduling and other details of the work.

If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Municipality a minimum of 24 hours notice prior to returning to the project. If any work is commenced without notice to the Engineer, the Contractor shall be fully responsible for all such work undertaken prior to such notification.



The work must proceed in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the Form of Tender and Agreement.

#### A.8. Working Area and Access

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For all other areas, the working area available to the Contractor to construct the drain is specified in the Special Provisions (Division H).

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately. Where the Contractor exceeds the specified working widths without authorization, he shall be held responsible for the costs of all additional damages.

If access off an adjacent road allowance is not possible, each Landowner on whose property the drainage works is to be constructed, shall designate access to and from the working area. The Contractor shall not enter any other lands without permission of the Landowner and he shall compensate the Landowner for damage caused by such entry.

#### A.9. Sub-Contractors

The Contractor shall not sublet the whole or part of this Contract without the approval of the Engineer.

#### A.10. Permits, Notices, Laws and Rules

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work (but this shall not include MTO encroachment permits, County Road permits permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety.

#### A.11. Railways, Highways, and Utilities

A minimum of 72 hours' notice to the Railway or Highways, exclusive of Saturdays, Sundays, and Statutory Holidays, is required by the Contractor prior to any work activities on or affecting the applicable property. In the case of affected Utilities, a minimum of 48 hours' notice to the utility owner is required.

#### A.12. Errors and Unusual Conditions

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error on his own shall be done at his own risk. Any additional cost incurred by the Contractor to remedy the wrong decision on his part shall be borne by the Contractor. The Engineer shall make the alterations necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep his men and equipment gainfully employed elsewhere on the project.

The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

#### A.13. Alterations and Additions

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In



every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

# A.14. Supervision

The Contractor shall give the work his constant supervision and shall keep a competent foreman in charge at the site.

## A.15. Field Meetings

At the discretion of the Engineer, a field meeting with the Contractor or his representative, the Engineer and with those others that the Engineer deems to be affected, shall be held at the location and time specified by the Engineer.

## A.16. Periodic and Final Inspections

Periodic inspections by the Engineer will be made during the performance of the work. If ordered by the Engineer, the Contractor shall expose the drain as needed to facilitate inspection by the Engineer.

Final inspection by the Engineer will be made within twenty (20) days after he has received notice from the Contractor that the work is complete.

#### A.17. Acceptance By the Municipality

Before any work shall be accepted by the Municipality, the Contractor shall correct all deficiencies identified by the Engineer and the Contractor shall leave the site neat and presentable.

# A.18. Warranty

The Contractor shall repair and make good any damages or faults in the drain that may appear within one (1) year after its completion (as dated on the Completion Certificate) as the result of the imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the Country, Province or Locality in which the work is being done. Neither the Completion Certificate nor any payment there under, nor any provision in the Contract Documents shall relieve the Contractor from his responsibility.

# A.19. Termination of Contract By The Municipality

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer,



or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.

If the Contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the certified cheque bid deposit and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new Tender for the Contract being terminated.

If any unpaid balance and the certified cheque do not match the monies owed by the Contractor upon termination of the Contract, the Municipality may also charge such expense against any money which may thereafter be due to the Contractor from the Municipality.

# A.20. Tests

The cost for the testing of materials supplied to the job by the Contractor shall be borne by the Contractor. The Engineer reserves the right to subject any lengths of any tile or pipe to a competent testing laboratory to ensure the adequacy of the tile or pipe. If any tile supplied by the Contractor is determined to be inadequate to meet the applicable A.S.T.M. standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate tile in the Contract with tile capable of meeting the A.S.T.M. Standards.

# A.21. Pollution

The Contractor shall keep their equipment in good repair. The Contractor shall refuel or repair equipment away from open water.

If polluted material from construction materials or equipment is caused to flow into the drain, the Contractor shall immediately notify the Ministry of the Environment, and proceed with the Ministry's protocols in place to address the situation.

#### A.22. Species and Risk

If a Contractor encounters a known Species at Risk as designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to deal with the species.

#### A.23. Road Crossings

This specification applies to all road crossings (Municipality, County, Regional, or Highway) where no specific detail is provided on the drawings or in the standard specifications. This specification in no way limits the Road Authority's regulations governing the construction of drains on their Road Allowance.

# A.23.1. Road Occupancy Permit



Where applicable, the Contractor must submit an application for a road occupancy permit to the Road Authority and allow a minimum of five (5) working days for its review and issuance.

## A.23.2. Road Closure Request and Construction Notification

The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority and the Engineer for review and approval a minimum of five (5) working days prior to proceeding with any work on the road allowance. The Contractor shall be responsible for notifying all applicable emergency services, schools, etc. of the road closure or construction taking place.

# A.23.3. Traffic Control

The Contractor shall supply flagmen, and warning signs and ensure that detour routes are adequately signed in accordance with no less than the minimum standards as set out in the Ontario Traffic Manual's Book 7.

#### A.23.4. Weather

No construction shall take place during inclement weather or periods of poor visibility.

# A.23.5. Equipment

No construction material and/or equipment is to be left within three (3) metres of the travelled portion of the road overnight or during periods of inclement weather.

If not stated on the drawings, the road crossing shall be constructed by open cut method. Backfill from the top of the cover material over the subsurface pipe or culvert to the under side of the road base shall be Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm. Granular road base materials shall be thoroughly compacted to 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing HL-8 Hot Mix Asphalt patch at a thickness of 50mm or of the same thickness as the existing pavement structure. The asphalt patch shall be flush with the existing roadway on each side and without overlap.

Excavated material from the trench beyond 1.25 metres from the travelled portion or beyond the outside edge of the gravel shoulder may be used as backfill in the trench in the case of covered drains. The material shall be compacted in lifts not exceeding 300mm.

#### A.24. Laneways

All pipes crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place unless otherwise specified. Laneway culverts on open ditch projects shall be backfilled with material that is not easily erodible. All backfill material shall be thoroughly compacted as directed by the Engineer.

Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the



culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

The backfill over culverts and subsurface pipes at all existing laneways that have granular surfaces on open ditch and closed drainage projects shall be surfaced with a minimum of 300mm of Granular "B" material and 150mm of Granular "A" material. All backfill shall be thoroughly compacted as directed by the Engineer. All granular material shall be placed to the full width of the travelled portion.

Any settling of backfilled material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required.

## A.25. Fences

No earth is to be placed against fences and all fences removed by the Contractor shall be replaced by him in as good a condition as found. Where practical the Contractor shall take down existing fences in good condition at the nearest anchor post and roll it back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition where the fence is not salvageable, shall be noted and verified with the Engineer prior to commencement of work.

Fences damaged beyond repair by the Contractor's negligence shall be replaced with new materials, similar to those materials of the existing fence, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the Landowner and the Engineer.

Any fences paralleling an open ditch that are not line fences that hinder the proper working of the excavating machinery, shall be removed and rebuilt by the Landowner at his own expense.

The Contractor shall not leave fences open when he is not at work in the immediate vicinity.

#### A.26. Livestock

The Contractor shall provide each landowner with 48 hours notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the Landowner shall be responsible to keep all livestock clear of the construction areas until further notified. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock where the Contractor failed to notify the Landowner, or through negligence or carelessness on the part of the Contractor.

#### A.27. Standing Crops

The Contractor shall be responsible for damages to standing crops which are ready to be harvested or salvaged along the course of the drain and access routes if the Contractor has failed to notify the Landowners 48 hours prior to commencement of the work on that portion of the drain.

#### A.28. Surplus Gravel

If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used, the Contractor shall haul away such surplus material.

#### A.29. Iron Bars

The Contractor is responsible for the cost of an Ontario Land Surveyor to replace any iron bars that are altered or destroyed during the course of the construction.

# A.30. Rip-Rap



Rip-rap shall be quarry stone rip-rap material and shall be the sizes specified in the Special Provisions. Broken concrete shall not be used as rip-rap unless otherwise specified.

## A.31. Clearing, Grubbing and Brushing

This specification applies to all brushing where no specific detail is provided on the drawings or in the Special Provisions.

The Contractor shall clear, brush and stump trees from within the working area that interfere with the installation of the drainage system.

All trees, limbs and brush less than 150mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and neatly stacked in piles designated by the Landowners.

# A.32. Restoration of Lawns

This specification applies to all lawn restoration where no specific detail is provided on the drawings or in the Special Provisions and no allowance for damages has been provided under Section 30 of the Drainage Act RSO 1990 to the affected property.

The Contractor shall supply "high quality grass seed" and the seed shall be broadcast by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of broadcast to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the Landowner to maintain the area in a manner so as to promote growth

END OF DIVISION





# **DIVISION B**

# **Specifications for Open Drains**



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# **DIVISION B – SPECIFICATIONS FOR OPEN DRAINS**

#### **B.1.** Alignment

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless noted on the drawings. Where there are unnecessary bends or irregularities on the existing course of the drain, the Contractor shall contact the Engineer before commencing work to verify the manner in which such irregularities or bends may be removed from the drain. All curves shall be made with a minimum radius of fifteen (15) metres from the centre line of the drain.

#### **B.2.** Profile

The Profile Drawing shows the depth of cuts from the top of the bank to the final invert of the ditch in metres and decimals of a metre, and also the approximate depth of excavated material from the bottom of the existing ditch to the final invert of the ditch. These cuts are established for the convenience of the Contractor; however, bench marks (established along the course of the drain) will govern the final elevation of the drain. The location and elevation of the bench marks are given on the Profile Drawing. Accurate grade control must be maintained by the Contractor during ditch excavation.

#### **B.3.** Excavation

The bottom width and the side slopes of the ditch shall be those shown on the drawings. If the channel cross-section is not specified it shall be a one metre bottom width with 1.5(h):1(v) side slopes. At locations along the drain where the cross section dimensions change, there shall be a transitional length of not less than 10:1 (five metre length to 0.5 metre width differential). Where the width of the bottom of the existing ditch is sufficient to construct the design width, then construction shall proceed without disturbing the existing banks.

Where existing side slopes become unstable, the Contractor shall immediately notify the Engineer. Alternative methods of construction and/or methods of protection will then be determined prior to continuing work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch unless otherwise directed by the Engineer.

#### **B.4. Excavated Material**

Excavated material shall be placed on the low side of the drain or opposite trees and fences. The Contractor shall contact all Landowners before proceeding with the work to verify the location to place and level the excavated material.

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue



hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

Any stones or boulders which exceed 300mm in diameter shall be removed and disposed of in a location specified by the Landowner.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion or all of an existing ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch, no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

## **B.5.** Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the full specified depth under all bridges and to the full width of the structure. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is complete. Permanent bridges must, if at all possible, be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Landowner if excavation will expose the footings or otherwise compromise the structural integrity of the structure.

The Contractor shall clean through all pipe culverts to the grade and width specified on the profile.

#### **B.6.** Pipe Culverts

All pipe culverts shall be installed in accordance with the standard detail drawings. If couplers are required, five corrugation couplers shall be used for up to and including 1200mm diameter pipes and 10 corrugation couplers for greater than 1200mm diameter pipes.

When an existing crossing is being replaced, the Contractor may backfill the new culvert with the existing native material that is free of large rocks and stones. The Contractor is responsible for any damage to a culvert pipe that is a result of rocks or stones in the backfill.

# **B.7.** Rip-Rap Protection For Culverts

Quarry stone rip-rap shall be used as end treatment for new culverts and placed on geotextile filter material (Mirafi 160N or approved equal). The rip-rap shall be adequately keyed in along the bottom of the slope, and shall extend to the top of the pipe or as directed on the drawings. The maximum slope for rip-rap shall be 1(h):1(v) or as directed by the Engineer.

The Contractor shall be responsible for any defects or damages that may develop in the rip-rap or the earth behind the rip-rap that the Engineer deems to have been fully or partially caused by faulty workmanship or materials.

#### B.8. Clearing, Grubbing and Mulching

Prior to excavation, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with the slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slopes shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the Landowner.



All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched. Clearing, grubbing and mulching shall be carried out as a separate operation from the excavation of the ditch, and shall not be completed simultaneously at the same location.

## **B.9.** Tributary Tile Outlets

All tile outlets in existing ditches shall be marked by the Landowner prior to excavation. The Contractor shall guard against damaging the outlets of tributary drains. Any tile drain outlets that were marked or noted on the drawings and are subsequently damaged by the Contractor shall be repaired by the Contractor at his expense. The Landowner shall be responsible for repairs to damaged tile outlets that were not marked.

#### B.10. Seeding

The side slopes where disturbed shall be seeded using an approved grass seed mixture. The grass seed shall be applied the same day as the excavation of the open ditch.

Grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO and composed of the following varieties mixed in the proportion by weight as follows:

- 55% Creeping Red Fescue
- 40% Perennial Rye Grass
- 5% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.

#### **B.11.** Hydro Seeding

The areas specified in the contract document shall be hydro seeded and mulched upon completion of construction in accordance with 0.P.S.S. 572.

#### **B.12.** Hand Seeding

Placement of the seed shall be of means of an approved mechanical spreader.

#### **B.13.** Completion

At the time of completion and final inspection, all work in the Contract shall have the full dimensions and cross-sections specified without any allowance for caving of banks or sediment in the ditch bottom.

# END OF DIVISION





**SPECIAL PROVISIONS** 

Arbuckle & Congram Municipal Drains



# CONTENTS

1.0	GENERAL	.1
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Special Provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental specifications. Special provisions shall take precedence and govern over any standard or supplemental specification.

#### **1.0 GENERAL**

The Contractor shall notify the Landowner, the Drainage Superintendent, and the Engineer 48 hours prior to construction.

The Contractor shall arrange a pre-construction meeting and shall invite the Landowners on whose property work will take place, and the Engineer, and the Drainage Superintendent.

The Contractor shall verify the location of the new drainage system with the Engineer and Landowner prior to construction.

The Contractor shall check and verify all dimensions and elevations and report any discrepancies to the Engineer prior to proceeding with the work.

The Contractor shall be responsible for settlement within the warranty period.

#### **2.0 UTILITIES**

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction.

The locations and elevations of all utilities shown on the drawings are approximate locations. Actual locations and elevations of all utilities must be verified by the Contractor prior to construction.

The Contractor shall arrange to have a representative of the utility owner on site during construction if it is a requirement by the utility owner.

#### **3.0 WORKING AREA AND ACCESS**

Access to the working area shall be as shown on the attached set of plans, or by the Landowner where an access route is not defined.

The working area shall be an average width of 12 metres along the working side of the drain.

#### 4.0 CLEARING BRUSHING AND MULCHING

The Contractor shall clear, brush and mulch trees from within the working area that interfere with the construction of the drainage system. The Contractor shall not clear all trees within the working area unless the full working width in a specific section is required for the installation of the drain and the Engineer has authorized the full clearing of the trees.

All trees, limbs, and brush less than 150mm in diameter shall be mulched/chipped. Clearing and brushing shall be done prior to the construction of the drain. Trees and branches greater than 150mm in diameter shall be cut into lengths no greater than four metres and placed in nearby stacks designated by the Landowner. Trees removed from road right-of-ways shall be mulched or disposed of offsite by the Contractor.



#### **5.0 OPEN DITCH EXCAVATION**

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch. The open ditch shall have a 900mm bottom width and shall be parabolic in shape. The side slopes shall be a 1.5H:1V or flatter.

#### 5.1 Congram Drain Outlet Realignment

Prior to construction of the new channel, the footprint of the proposed realignment of the Congram Drain outlet shall be stripped of topsoil, which shall be stockpiled for later use. The new channel shall have a parabolic cross-section with a 900 mm bottom width and side slopes of 1.5H:1V or flatter.

The Contractor shall place topsoil on the side slopes to a minimum depth of 100 mm and shall apply hydroseeding as soon as practicable following excavation.

The Contractor shall dispose of excess excavated material within the existing Congram Drain outlet, which is to be abandoned and filled. Following placement, topsoil shall be spread over the filled area.

The Contractor shall place quarry stone rock rip-rap over geotextile filter fabric at the upstream end of the existing Congram Drain outlet, which is to be freshly filled.

#### **6.0 EXCAVATED MATERIAL**

Excess material shall be spread on the working side to a maximum depth of 200mm in accordance with the typical open ditch cleanout detail included in the drawing set.

#### 7.0 HYDROSEEDING

The Contractor shall supply and spread an approved seed mixture (OPS 803 – Lowland Mix) over the disturbed areas by means of hydroseed and mulch (bonded fibre matrix) using the seed manufacturer's application recommendations. The Contractor shall apply the hydroseed as soon as possible.

#### **8.0 CULVERT INSTALLATION**

The Contractor shall install the culverts in accordance with the attached details.

#### 9.0 BANK REPAIR

In areas where high levels of erosion have occurred, the Contractor shall reshape the banks to match typical bank side slopes. The Contractor shall then place geo-textile filter material and stone riprap for long term bank stabilization.

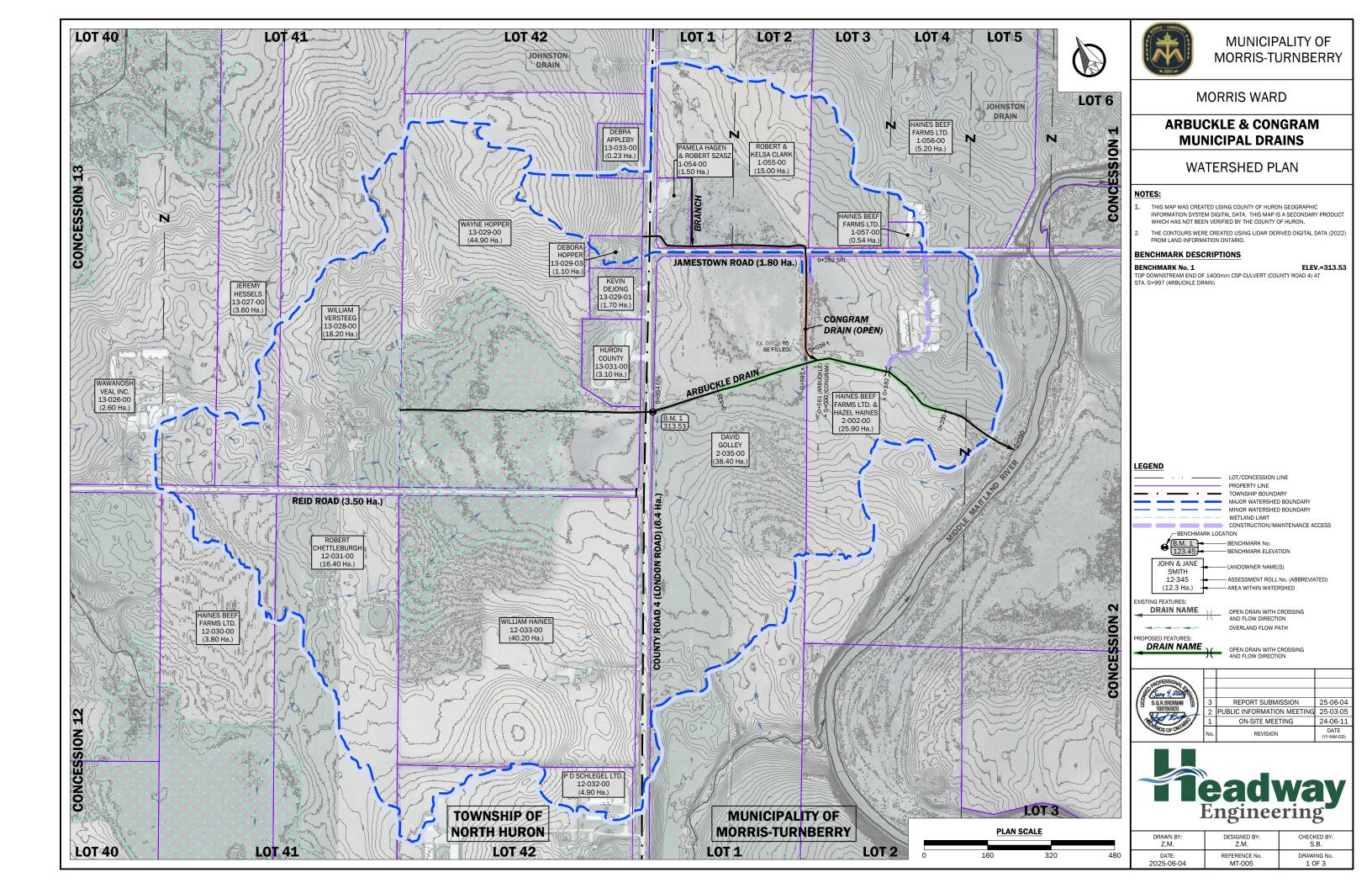
#### 10.0 RIP-RAP

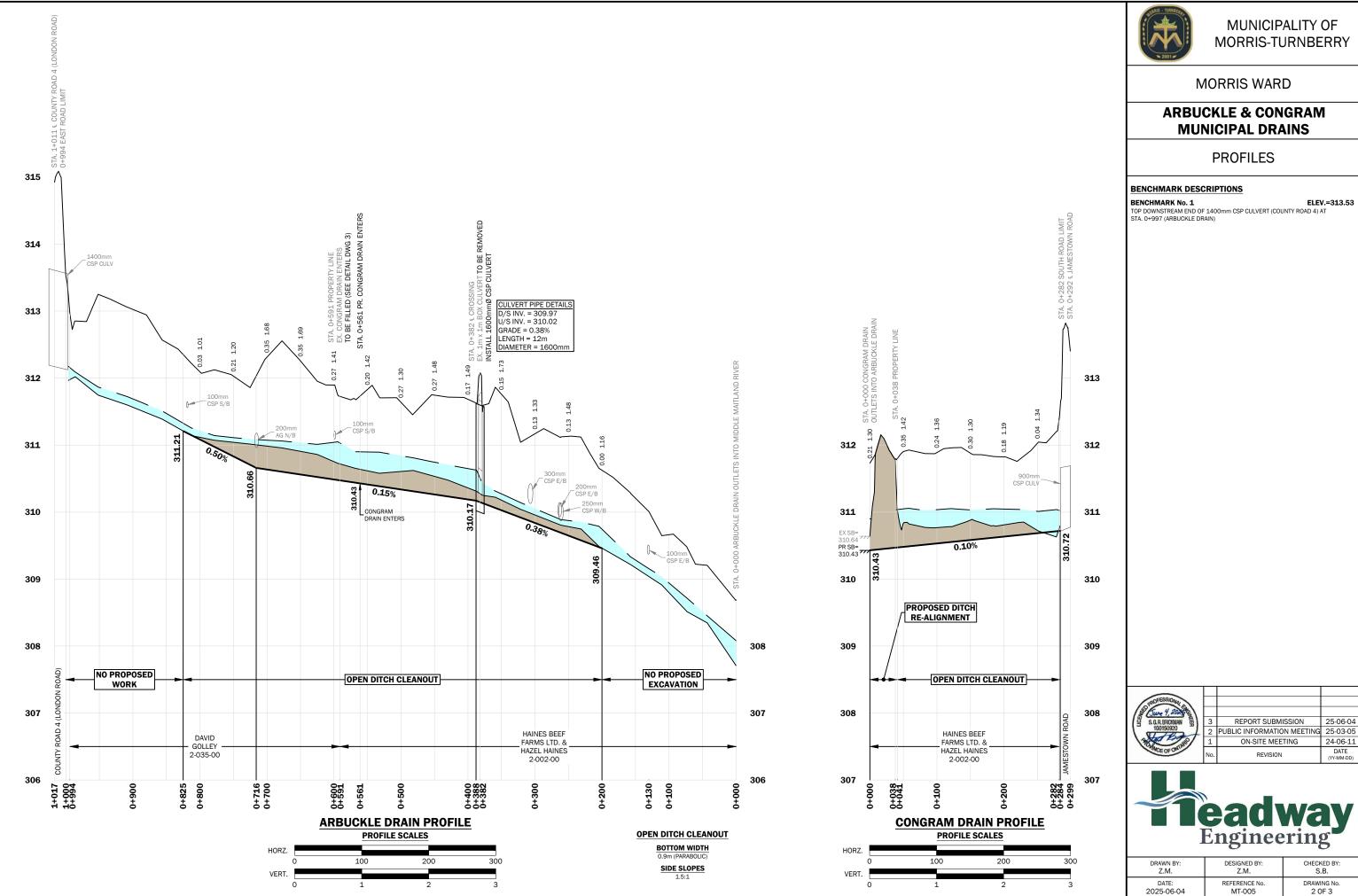
All stone rip-rap material shall be quarry stone 150mm to 300mm diameter and placed to a depth of 300mm, unless otherwise noted. All rip-rap material shall be placed on geo-textile filter material.



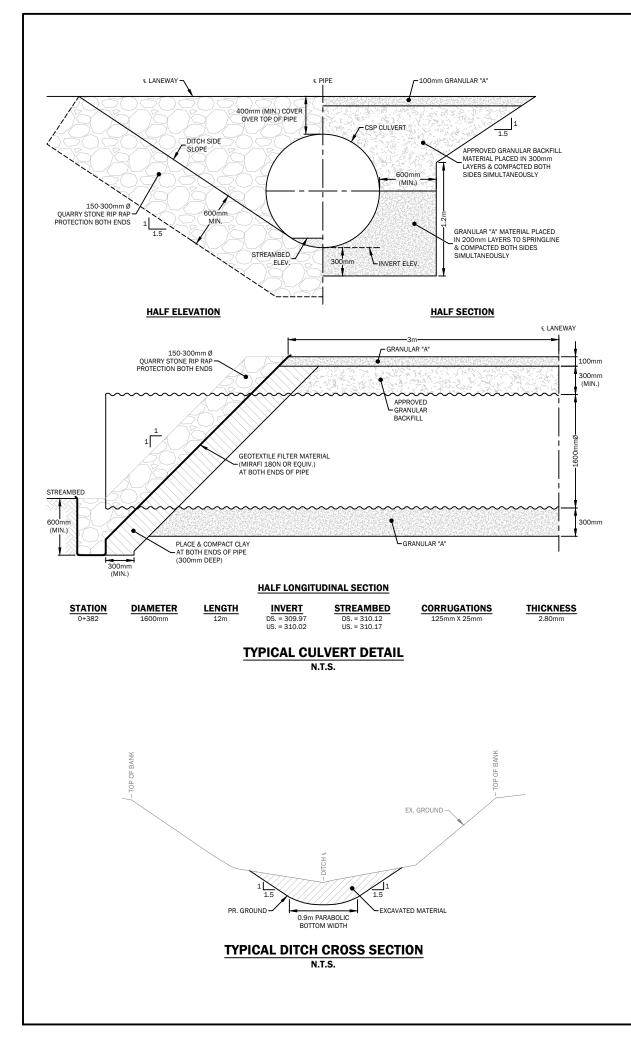
#### **11.0 EROSION AND SEDIMENT CONTROL**

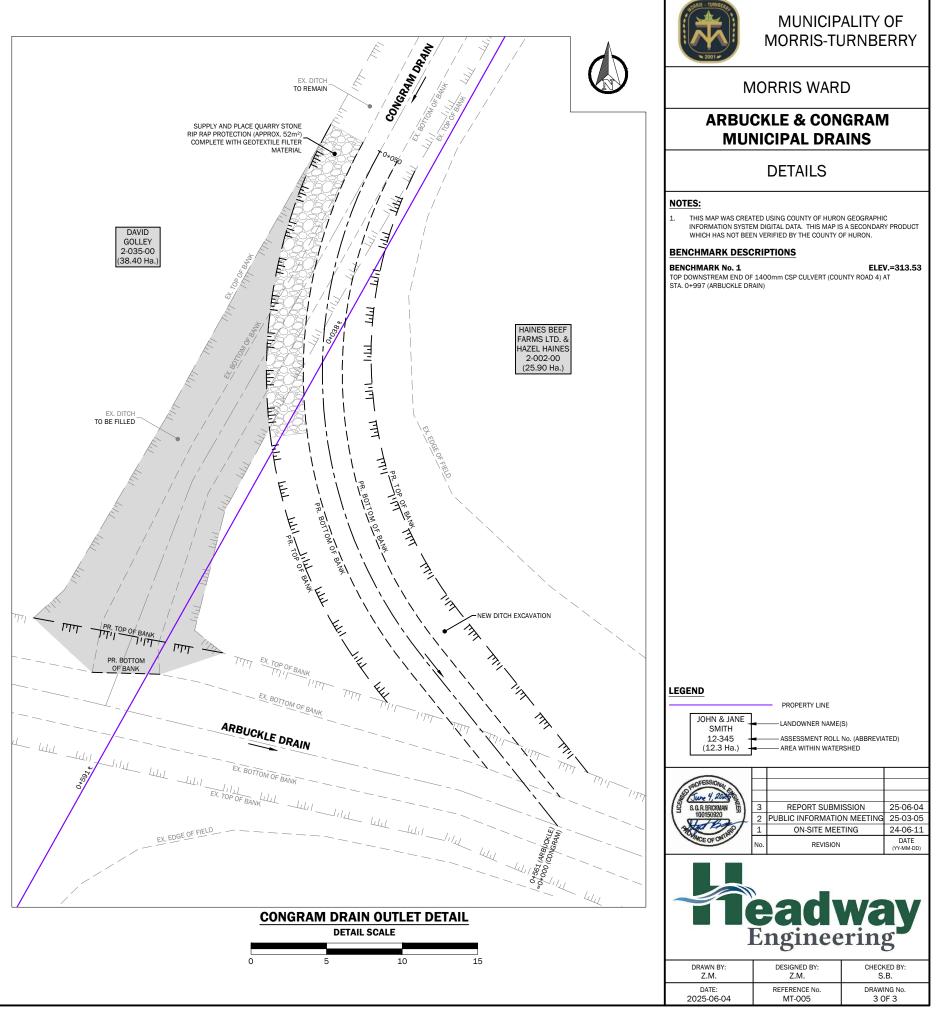
The Contractor shall provide adequate erosion and sediment control for the duration of construction including monitoring and maintenance of the control measures put in place. The Contractor shall inspect the erosion and sediment control measures regularly, and specifically before predicted rainfall events, and after rainfall events.













#### CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

#### BY-LAW NO. 33-2025

Being a by-law to provide for drainage works in the Municipality of Morris-Turnberry in the County of Huron.

**WHEREAS** the Council of the Municipality of Morris-Turnberry, in the County of Huron has procured a report under section 78 of the *Drainage Act, R.S.O. 1990* for the improvement of the Arbuckle and Congram Municipal Drains;

**AND WHEREAS** the report dated June 4, 2025, has been authored by Headway Engineering, 23-500 Fairway Road South, Suite 308, Kitchener, Ontario, and said report is attached hereto and forms part of this by-law;

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$ 143,500.00;

**AND WHEREAS** the Council of the Municipality of Morris-Turnberry is of the opinion that the drainage of the area is desirable;

**NOW THEREFORE,** the Council of the Corporation of the Municipality pursuant to the Drainage Act enacts as follows:

#### 1. Authorization

The attached report is adopted. The drainage works are authorized and shall be completed as specified in the report.

#### 2. Borrowing

The Corporation of the Municipality of Morris-Turnberry may borrow on the credit of the Corporation the amount of \$ 143,500.00 being the amount necessary for the construction of the Drainage Works.

This project will be debentured.

#### 3. Debentures

The corporation may issue debentures for the amount borrowed less the total amount of:

- a. grants received under Section 85 of the Act;
- b. commuted payments made in respect of lands and roads assessed within the municipality;
- c. money paid under subsection 61 (3) of the Act; and
- d. money assessed in and payable by another municipality,

#### 4. Payment

Such debenture(s) shall be made payable within three (3) years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- a. All assessments of \$1,000.00 or less are payable in the first year in which the assessment is imposed.
- b. All assessments under \$50.00 shall be added to the municipal tax roll to be collected in the same manner and at the same time as other taxes collected.

#### 5. Citation

This By-law comes into force on the final passing thereof and may be cited as the "Arbuckle and Congram Municipal Drains 2025 By-law."

# Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this 8<sup>th</sup> day of July 2025.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Read a THIRD time and FINALLY PASSED this 2<sup>nd</sup> day of September, 2025.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

#### MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL For the year ended December 31, 2024

#### **Financial Position**

	2024	2023	2022 not restated	2021	2020
Cash	4,389,092	4,758,792	4,634,839	1,764,464	452,538
Investments	339,164	338,630	87,758	87,024	86,368
Taxes receivable (note 1)	673,873	485,208	387,751	337,229	475,152
Accounts receivable	538,738	423.046	745,188	506,727	344,505
Municipal drains in process	766,291	685,464	388,641	403,369	836,724
Long-term receivables	728,313	680,532	631,995	750,137	838,181
	7,435,471	7,371,672	6,876,172	3,848,950	3,033,468
Bank overdraft and loan	-	-	-	-	-
Accounts payable	993,281	673,398	780,144	584,182	429,204
Deferred revenue (Cda Community Bldg fund reserve)	-	-	-	111,409	-
Long-term debt attributed to long-term receivables	766,292	805,951	743,269	773,023	814,476
Long-term debt to be financed from general revenue	645,416	697,961	749,561	800,235	850,000
Asset retirement obligations	1,452,347	1,455,292			
Landfill closure and post closure liability			795,000	784,000	773,000
	3,857,336	3,632,602	3,067,974	3,052,849	2,866,680
Net financial assets (note 2)	3,578,135	3,739,070	3,808,198	796,101	166,788
Tangible capital assets Net book value beginning of year Adjustment for change in accounting policy Purchases Disposals and adjustments Amortization Net book value end of year Capital assets financed by long term debt Net investment in capital assets	21,171,395 1,788,810 (85,966) (1,059,047) 21,815,192 - 21,815,192	20,414,964 907,628 960,169 (101,356) (1,010,010) 21,171,395 - 21,171,395	20,383,783 2,254,278 (1,257,459) (965,638) 20,414,964 	18,825,123 2,561,562 (114,500) (888,402) 20,383,783 (800,235) 19,583,548	18,465,582 1,347,041 (49,777) (937,723) 18,825,123 (850,000) 17,975,123
Accumulated surplus (note 3) Net investment in capital assets Long term debt to be funded from future revenue or reserves Unfunded asset retirement obligations Unfunded landfill liabilities Reserves Other surplus (deficit)	21,815,192 (645,416) (1,452,347) 5,625,834 70,297 25,413,560	21,171,395 (697,961) (1,455,292) - - 5,860,710 31,613 24,910,465	20,414,964 (749,561) (795,000) 5,331,408 21,351 24,223,162	19,583,548 - (784,000) 2,353,213 27,123 21,179,884	17,975,123 - (773,000) 1,804,428 (14,640) 18,991,911
Note 1: Taxes receivable Current year taxes receivable as percentage of total levy for year Total taxes receivable as percentage of total	5.9% 7.0%	4.1% 5.4%	3.8% 4.6%	3.1% 4.3%	3.8% 6.1%

Note 2: Net financial assets

Net financial assets are the net amount of cash and items that will eventually be turned into cash or paid out in cash and indicates the extent of resources available to finance future operations.

Note 3: Accumulated surplus

Total accumulated surplus indicates the resources available to provide future services.

Adequate reserves are an indicator of flexibility and ability to deal with contingencies

#### MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL For the year ended December 31, 2024

Five Year Comparison of Operating Revenue Expenses

	2024 Budget	2024 Actual	2023 Actual	2022 Actual	2021 Actual	2020 Actual
Revenue			1	not restated		
Taxation	4,939,139	5,114,260	4,763,349	4,473,471	4,082,909	3,934,511
Grants						
OMPF grant	365,900	365,900	369,800	385,000	442,500	508,600
Cda Community Building Fund (Gas tax) gran	112,870	114,597	115,697	223,798	106,619	106,055
Municipal drains	17,760	201,139	152,019	67,328	74,780	182,193
Other capital grants	307,160	307,160	281,015	1,047,719	1,550,224	175,070
Other government grants	39,139	52,224	144,068	132,547	156,480	176,238
User fees						
Water	198,085	204,760	189,435	186,789	180,937	165,584
Garbage collection and disposal	382,115	394,764	408,222	376,393	346,939	295,393
Municipal drains	832,000	420,877	381,287	150,185	330,496	135,239
Protective services permits and fees	164,000	123,157	148,944	193,731	172,018	160,841
Shared services recoveries	104,000	123,137	140,344	195,751	105,020	120,817
	-	209 976	100 455	-		
Other fees and charges	186,017	398,876	133,455	145,578	127,578	112,682
Other income		00 (77	10 101	44.407	55 007	74.054
Penalties and interest on taxes	50,000	69,457	48,181	44,167	55,997	74,651
Bank interest	288,170	292,068	288,791	112,296	46,017	75,117
Donation (Vance)		-	117,375	-	-	-
Sale of capital assets		5,000	61,100	2,620,098	3,681	11,707
Capital financing	-	-	-	-	-	-
Total revenue on budget basis	7,882,355	8,064,239	7,602,738	10,159,100	7,782,195	6,234,698
Less: sale of capital assets	-	(5,000)	(61,100)	(2,620,098)	(3,681)	(11,707)
Less: capital financing		-	-	-	-	-
Gain (loss) on disposal of capital assets		(80,966)	(40,256)	1,362,637	(110,819)	(38,071)
Total revenue per financial statements	7,882,355	7,978,273	7,501,382	8,901,639	7,667,695	6,184,920
Total revenue per intancial statements	7,002,000	7,370,275	7,501,502	0,301,033	7,007,035	0,104,320
Expenditures						
Council	88,500	72,603	67,959	68,227	52,203	59,654
Other general government	651,285	627,421	622,410	539,441	441,891	440,691
Fire	794,049	765,061	516,579	335,798	328,621	299,949
Policing	486,716	483,835	469,348	481,554	487,793	517,806
Conservation authority	109,766	109,766	101,391	96,252	89,255	83,520
Building and other protective services	240,321	321,998	207,954	178,100	265,184	283,266
Roads and streetlights	2,231,660	2,163,787	1,942,704	1,933,506	1,714,047	1,840,583
Water and sewer	197,213	181,620	189,198	153,909	144,076	144,310
Waste collection and disposal	473,976	437,115	506,059	453,547	428,387	470,750
Cemeteries and other health and social services	17,040	16,996	18,434	11,930	9,754	41,308
Recreation and culture		507,584	744,751	205,500	102,397	145,770
	441,383					
Municipal drains	816,905	673,427	577,232	255,787	441,668	361,750
Planning and development	307,387	57,863	87,386	168,173	75,045	110,460
Capital expenditures	900,500	1,788,810	960,169	2,254,279	2,561,562	1,347,041
Debt payment	52,544	52,544	51,601	50,674	49,765	-
Net transfers to (from) reserves	73,110	(234,876)	529,301	2,978,194	548,785	125,210
Total expenditures on budget basis	7,882,355	8,025,554	7,592,476	10,164,871	7,740,433	6,272,068
Less: capital expenditures	(900,500)	(1,788,810)	(960,169)	(2,254,279)	(2,561,562)	(1,347,041)
debt payment	(52,544)	(52,544)	(51,601)	(50,674)	(49,765)	-
net transfers to (from) reserves	(73,110)	234,876	(529,301)	(2,978,194)	(548,785)	(125,210)
Add: amortization of capital assets		1,059,047	1,010,010	965,638	888,402	937,723
increase (decrease) in asset retirement obligation		(2,945)	35,495			
increase (decrease) in landfill liability			,	11,000	11,000	53,000
	·		······································			· · · · · · · · · · · · · · ·
Total expenditures per financial statements	6,856,201	7,475,178	7,096,910	5,858,362	5,479,723	5,790,540
			•••••••••••••••••••••••••••••••••••••••			
Annual surplus (deficit) per financial statements	1,026,154	503,095	404,472	3,043,277	2,187,972	394,380
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# MUNICIPALITY OF MORRIS-TURNBERRY REPORT TO COUNCIL

TO:Mayor and CouncilPREPARED BY: Sean Brophy, TreasurerDATE:July 8, 2025SUBJECT:Huron East Prior Year Reconciliations

#### RECOMMENDATION

For Council's information.

#### BACKGROUND

During the 2025 Budgeting process, staff informed council that the prior period reconciliations for Brussels Fire, Brussels Cemetery and Brussels Recreation remained outstanding.

The first set of reconciliations for 2022 & 2023 were previously received and \$13,751 was paid to Huron East on April 22, 2025.

This report is to provide additional details regarding the reconciliation payment to the Municipality of Huron East included on the July 8, 2025 account list and the overall net impact of all prior period reconciliations on the 2025 budget.

#### COMMENTS

The payment of \$267,706.63 represents the net amount owing to the Municipality of Huron East for 2024 Brussels Fire, 2024 Brussels Cemetery and 2024 Brussels Recreation services. The SCBA Gear and Fire Hall capital costs are itemized due to their individual size.

Summary of 2024 Huron East Reconciliation					
	MTPaid	<b>MT</b> Actual	Net \$ Owing to HE /		
Descriptions:		Expense	(Net \$ Owing to MI)		
2024 Brussels Fire - Operations	99,504.00	119,973.81	20,469.81		
2024 Brussels Fire - Capital	18,675.00	52,932.38	34,257.38		
2024 Brussels Fire - SCBAGear	-	94,143.77	94,143.77		
2024 Brussels Fire - Fire Hall	37,500.00	148,934.80	111,434.80		
2024 Brussels Cemetery	9,356.00	3,217.41	(6,138.59)		
2024 Brussels Recreation - Operations	86,919.00	85,825.61	(1,093.39)		
2024 Brussels Recreation - Capital	-	14,632.85	14,632.85		
		Total Payable	267,706.63		

#### 2025 Budget Impact

Now that all prior period reconciliations have been received, the overall net impact on Morris-Turnberry's 2025 budget can be calculated. In anticipation of the 2024 capital reconciliations, estimates were set up during Morris-Turnberry's 2024 year-end. These estimates reduce the impact on Morris-Turnberry's 2025 budget by appropriately allocating the 2024 costs to the 2024 fiscal period.

2022, 2023 & 2024 Huron East Reconciliations	Net Impact on MI's 2025 Budget		Budget
	Net \$ Owing to HE/	Amount setup	Net Expense /
Descriptions:	(Net \$ Credit to MI)	@2024 YE	(Net Credit)
2022 Brussels Fire - Operations	15,852.00	6,500.00	9,352.00
2023 Brussels Fire - Operations	3,250.00	-	3,250.00
2023 Brussels Fire - Capital	3,445.00	-	3,445.00
2024 Brussels Fire - Operations	20,469.81	-	20,469.81
2024 Brussels Fire - Capital	34,257.38	16,515.00	17,742.38
2024 Brussels Fire - SCBAGear	94,143.77	94,143.77	-
2024 Brussels Fire - Fire Hall	111,434.80	129,306.00	(17,871.20)
2023 Brussels Cemetery	(5,139.00)	_	(5,139.00)
2024 Brussels Cemetery	(6,138.59)		(6,138.59)
	(0,150.57)		(0,150.57)
2023 Brussels Recreation - Operations	(3,657.00)	-	(3,657.00)
2023 Brussels Recreation - Capital	-	-	-
2024 Brussels Recreation - Operations	(1,093.39)	-	(1,093.39)
2024 Brussels Recreation - Capital	14,632.85	14,700.00	(67.15)
Total	281,457.63	261,164.77	20,292.86
Less: Paid on April 22 Account List		,	,
Payable on July 8 Account List	267,706.63		
Totals By Department	Net \$ Owing to HE /	Amount setup	Net Expense /
	(Net \$ Credit to MI)	@2024 YE	(Net Credit)
Total Brussels Fire	282,852.76	246,464.77	36,387.99
Total Brussels Cemetery	(11,277.59)		(11,277.59)
Total Brussels Recreation	9,882.46	14,700.00	(4,817.54)
Total	281,457.63	261,164.77	20,292.86

The overall net impact of the 2022, 2023 & 2024 prior period reconciliations on Morris-Turnberry's 2025 budget is summarized below.

The overall net impact of the reconciliations on Morris-Turnberry's 2025 budget is a net expense of \$36,387.99 to the fire budget, a net credit of \$11,277.59 to the parks & cemetery budget and net credit of \$4,817.54 to the recreation budget.

Staff will make recommendations on reserve transfers to offset the net expense and allocate the net credits as part of 2025 year end.

#### Deferred Capital Projects

In 2024, Morris-Turnberry contributed funding towards planned 2024 capital projects. Some of the capital projects were delayed and deferred to 2025. The funds paid by Morris-Turnberry to Huron East for those projects remain unspent and continue to be held by Huron East in reserve. The amounts being held are:

Brussels Fire	\$48,000
Brussels Recreation	\$44,440
Total	\$92,400

These funds will be applied against Morris-Turnberry's proportionate share of capital costs in 2025.

#### ATTACHMENTS None

OTHERS CONSULTED None

Respectfully submitted,

Brophy ean Sean Brophy,

Sean Bropny, Treasurer





### **RE:** Fire Department of North Huron - Fire Chief's Monthly Report

To: CAO Trevor Hallam From: Chad Kregar, Fire Chief – Fire Department of North Huron Date: June 15, 2025 Subject: 2025 Monthly Fire Report

Total Calls: 13				
Number	Date	Response Type	Address	Location
25-067	May 1	Medical	231 MADILL DR	North Huron
25-068	May 2	Medical VSA	54 PATRICK ST W	North Huron
25-069	May 2	Fire	200 WATER ST	North Huron
25-070	May 4	Fire	299 QUEEN ST	North Huron
25-071	May 7	Mutual Aid	85399 ST HELENS LINE	ACW
25-072	May 7	Medical	83516 HOOVER LINE	North Huron
25-073	May 7	Medical VSA	85506 CLEGG LINE	Morris Turnberry
25-074	May12	MVC	AMBERLEY RD / DIAGONAL RD	North Huron
25-075	May17	Call Cancelled on Route	40705 B LINE RD	Morris Turnberry
25-076	May 20	MVC	201 Josephine Street	North Huron
25-077	May 21	BASELINE / LONDESBORO RD	MVC	Central Huron
25-078	May 23	15 MCCREA ST	CO False Alarm	Morris Turnberry
25-079	May 30	231 MADILL DR	Medical	North Huron

### Fire Call Summary – May 2025

Note - There were three calls for service in the coverage area provided by North Huron into Morris-Turnberry during this reporting period.

### **Significant Incidents**

In May 2025, the Fire Department of North Huron responded to 13 calls for service, compared to 19 calls in May of 2024. While this marks a decrease for the month, the department's year-todate call volume remains higher, with 92 calls recorded so far in 2025 compared to 81 calls during the same period last year.

There were no significant incidents to report for May. All calls were routine in nature and managed effectively. There were no major structure fires, hazardous materials events, or large-scale emergencies requiring extended operations. The department continued to respond to all emergencies with efficiency and professionalism.

The sustained increase in overall calls year over year underscores the importance of continued training, maintaining operational readiness of equipment, and ensuring that staffing levels remain sufficient to support the needs of the community we serve.

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0 Phone: 519-357-3550 Fax: 519-357-1110

### www.northhuron.ca

### May Training Report

In May, the Fire Department of North Huron maintained a consistent schedule of high-quality, skill-based training designed to reinforce operational readiness and core firefighting competencies. Both Blyth and Wingham stations delivered sessions focused on water supply operations, portable pump usage, hydrant procedures, and hazardous atmosphere detection using 4-gas monitors.

The month's training placed emphasis on ensuring crews remain proficient in managing both rural and urban water supply scenarios, an essential capability for fire suppression operations across all the response zones. The training also supported the ongoing development of situational awareness and hazard detection using atmospheric monitoring tools during potentially dangerous responses.

Week	Training Focus	Key Activities
1	Equipment Checks & Station Duties	Routine apparatus, gear inspections, and maintenance to ensure operational readiness.
	Water Supply Operations	Hydrant operation, hose layouts, water relay setup,
2		drafting theory
	Portable Pump Operations	Pump setup, priming, flowing water, troubleshooting
3		rural water supply
	Hydrant and Pump Practical	Full water supply scenarios using both hydrants and
4	Review	portable pumps

# Key Training Achievements

### **Expanded Rural and Municipal Water Supply Readiness**

Throughout the month, firefighters participated in focused training sessions to strengthen their capabilities in both municipal hydrant-based and rural water supply operations. Practical exercises included hydrant setup and water relay configuration, hose line advancement under load, and tanker shuttle logistics. Members practiced establishing a sustained water supply from both hydrants and static sources using relay pumping operations critically in extended rural incidents where municipal water infrastructure is unavailable. Emphasis was placed on communication between operators, pump panel operation under fluctuating conditions, and rapid deployment of appliances under time pressure. This training ensures crews can effectively adapt to any water supply scenario across mixed urban-rural areas.

### Strengthened Technical Skills with Portable Pumps

Hands-on portable pump training allowed crews to gain valuable experience in operating both high-volume and lightweight pumps commonly used for drafting from ponds, creeks, and portable reservoirs. Sessions included pump assembly, safe fueling procedures, priming techniques, flow monitoring, and identifying mechanical issues during field use. Members practiced troubleshooting failed starts, correcting flow interruptions, and integrating pumps into larger fireground operations. These skills are vital in rural settings where portable pumps often serve as the primary water source, especially during grass, brush, or structure fires outside hydrant zones.

### **Monitoring Capabilities**

Firefighters completed training on the use of 4-gas monitors to assess potentially hazardous environments. Training covered monitor calibration, bump testing procedures, sensor limitations, and alarm set points. Members reviewed the significance of each monitored gas—oxygen (O<sub>2</sub>), carbon monoxide (CO), hydrogen sulfide (H<sub>2</sub>S), and lower explosive limits (LEL)—and the associated health and safety risks. Crews were given real-world scenarios to interpret readings and determine safe action plans. This training reinforces a culture of safety and prepares firefighters to make informed decisions in post-fire overhaul, and CO alarm responses.

### **Hydrant Operations and Pumping Scenarios**

Crews engaged in simulated fireground evolutions combining hydrant operations, supply line connections, pump panel setup, and hose deployment. These scenarios were designed to mimic real incidents with time constraints, flow demands, and operational complexity. Operators practiced adjusting pressures for multi-line flows, managing intake and discharge valves, and responding to simulated pump failures. Firefighters rotated through roles to build understanding across all positions, from hydrant connection to nozzle operator. This practical, team-based training ensures every member understands their role in maintaining an effective water supply under dynamic emergency conditions.

### **Recruits Completed County Training Program**

May marked a significant milestone for the department, as four firefighter recruits successfully completed the Huron County Recruit Training Program. Over the past several months, these members participated in a rigorous curriculum covering NFPA 1001 Firefighter I and II competencies. Topics included live fire operations, ladders, search and rescue, ventilation, incident command, hazardous materials awareness, and firefighter survival. They concluded their training by writing the provincial certification exams for Firefighter I and II. Their successful completion adds certified personnel to our operational roster, strengthens the department's service capacity, and supports our long-term goal of ensuring that all firefighters meet or exceed provincial certification standards by 2026.

### May 2025 Budget Update

As of the end of May, all firefighter bunker gear has been professionally cleaned, inspected, and repaired through a certified third-party Independent Service Provider (ISP). This work is part of the department's annual maintenance program, which ensures all personal protective equipment (PPE) remains in full compliance with current NFPA standards. Regular ISP servicing not only extends the service life of high-value gear but also plays a vital role in supporting firefighter health and safety initiatives—particularly cancer prevention efforts.

Additionally, the department was awarded a public safety grant through the Firehouse Subs Public Safety Foundation of Canada, a nationally recognized organization that provides funding to fire, police, and EMS agencies across the country. The grant, totaling \$33,442.35, will fund the purchase of a rapid-deploy inflatable shelter system with an integrated heater and accessories. This multi-purpose unit will enhance the department's ability to provide firefighter rehabilitation and decontamination, establish on-scene command and control, support mass casualty incident response, and assist in broader emergency management functions such as warming centers or medical staging areas during municipal emergencies. The department will implement operational protocols and training to ensure the shelter can be deployed quickly and effectively when needed.

In addition to the grant-funded project, the department is currently in the process of procuring replacement fire hose to ensure continued reliability and effectiveness in front-line operations. The new hose will address aging inventory and support both structural and rural fire suppression needs.

This ongoing investment in equipment and infrastructure reflects a proactive approach to firefighter safety, operational readiness, and responsible budget management, while also seeking external funding to reduce the financial burden on municipal resources.

# **Equipment & Maintenance Updates**

As part of the department's annual preventative maintenance and safety assurance program, all fire apparatus underwent third-party testing in accordance with NFPA 1911: Standard for the Inspection, Maintenance. This included pressure testing of fire pumps, flow performance evaluations, and functional inspections of key mechanical and safety systems. All ground ladders were also inspected and tested to meet NFPA 1932 standards.

All fire pumps and ground ladders successfully passed their respective tests, confirming they are safe, reliable, and fit for operational service. In addition, Ladder 2, the department's aerial apparatus, completed its annual aerial ladder inspection and operational testing in accordance with NFPA 1914: Standard for Testing Fire Department Aerial Devices. This involved structural load testing, hydraulic performance verification, and a full functional check. The aerial device met all testing criteria with no deficiencies affecting safety or operation.

Testing was completed by Carrier Emergency Vehicles, a certified third-party service provider experienced in the inspection and maintenance of emergency vehicles in Ontario. Their technicians performed evaluations of the apparatus and identified only a few minor repairs, such as seal replacements and adjustments, which have either been completed or scheduled. No major mechanical or safety concerns were found.

This process reinforces the department's commitment to maintaining a dependable and safe emergency response fleet, aligned with both provincial expectations and national standards.

# **Closing Remarks**

As we continue through the year, I want to acknowledge the ongoing commitment and professionalism demonstrated by the members of the Fire Department of North Huron. Their dedication to training, equipment readiness, and public safety remains the cornerstone of our service to the community.

I am encouraged by the progress we have made in both operational preparedness and departmental growth, and I look forward to building upon this momentum in the months ahead. As always, we remain focused on our mission to protect life, property, and the environment through excellence in fire protection and emergency response.

# **Belmore Arena Board Meeting MINUTES May 20, 2025**

*Time: 7:30pm Location: Lounge, Belmore Community Centre* 

Attendees: Jeremy Underwood, Marvin Grimes, Mark Ireland, Brett McPherson, Jenn VanDyk, Coreen Gautreau, Kim Harris, Lindsay Underwood, Chris Inglis, Ian Inglis, Lorne Underwood, Dave Eadie

**Regrets:** Jamie McCallum, Randy Scott, Warren Weber, Kyra Wright, Wanda Inglis, Heidi Dupuis, Nigel Van Dyk

Secretary/Recorder: Darlene Loos

Time	ITEM	(Discussion, Approval, Information Sharing)	Meeting Notes/Action Items
7:30	Call to Order Approval of May 20, 2025 Agenda - Jeremy Underwood		Meeting called to order: 7:32pm Motion to approve agenda by Marvin Grimes, 2 <sup>nd</sup> Jenn VanDyk Any Additions to Agenda? Propane discussion
7:32	Approve Previous Mtg Minutes April 21, 2024 (att - Board	<mark>ached</mark> )	Motion to approve minutes by Brett McPherson, 2 <sup>nd</sup> by Lorne Underwood. Carried
Agenda Ite	ems		
7:35	Update Previous Action Items (below agenda items) - Jeremy Underwood	Standing	Reviewed Action Items below.
7:50	Correspondence - All	Standing	None Review email list and possibly look for more members. Howick and Turnberry representatives (Community Liaisons)
7:55	Grants Update - Kyra Wright	Standing	No update
8:05	Treasurer's Report - Jenn VanDyk	Standing	Bills to be paid \$44,338.38. Motion to pay bills by Jenn Van Dyk, 2 <sup>nd</sup> by Dave Eadie. Carried.
8:15	Belmore Homecoming Update - Committee	Standing	Everything is going well. Order clothing online if you're wanting it.
8:20	Belmore Catering - Chris Inglis/Kim Harris	Committee Report	<ul> <li>Request for a wedding booking         <ul> <li>Should they purchase liability insurance. Not necessary.</li> <li>Requested the kitchen the day before for food prep.</li></ul></li></ul>
8:30	General Maintenance - Jeremy Underwood/Warren Weber	Committee Report	Dressing Room 2 has a leaking toilet.

			Kim will have Brian look at it when he is here next week.
			Outside washroom – one of the taps isn't working (doesn't automatically turn back to shut off). - Kim will ask Brian to give a suggestion for new
8:40	Parks Board - Brett McPherson	Committee Report	Clean up went well. Fence topper is installed. Looks good. Batting cage needs some work.
8:45	Rentals - Hall & Lounge - Kim Harris	Committee Report	Wedding on May 31 <sup>st</sup> – need 6 bartenders. Friendly reminder to Mitch about making the donation box for outside washrooms. Mitch will try to get on it.
8:55	Ice Rentals & Installation - Warren Weber	Committee Report	No update
9:00	Belmore Curling - Dave Eadie	Committee Report	No update.
9:05	Belmore Figure Skating - Heidi Dupuis, Andrea Warwick	Committee Report	No update.
9:10	South Bruce - Mark Ireland	Committee Report	No update.
9:15	Morris-Turnberry - Jamie McCallum	Committee Report	Absent
9:20	Howick - Marvin Grimes	Committee ReportNo update.Marvin impressed by paint job out in the arena	
9:25	Communication - Lyndsay Underwood	Committee Report	No update.
9:30	Belmore Chamber of Commerce - Lorne Underwood / Chamber Member	Committee Report	No update.
	Next N	Veeting – June 1	.6, 2025 at 8pm
Adjournm	ent of Meeting: 8:00pm Motion to ad	<b>journ by:</b> Mark	Ireland
Previous	Action Items		
Lead	Agenda Item/Topic	Actions for Follow Up	
Jeremy/ Warren /Kim	General Maintenance	<ul> <li>20231218: Jeremy will talk to Paul Inglis regarding closing in gap in table storage container</li> <li>20240115: A plan has been set to close the gap in the table storage container.</li> <li>20240226: Paul did measurements and is to be fixing the gap.</li> <li>20240415: No update on Container</li> </ul>	

		20241118: Rubber matting in players benches needs to be replaced; also patch by door going onto the ice. Jeremy will look into it.
		20241118: Glass broken along top of timekeepers' box.
		20250421: Wobbly toilet in the hall washroom. Pipe may be up too high. Kim will message Brian to have a look at the toilet. 20250520: Brian will be here early next week
Kyra / Jeremy / Kim	Grants	20240415: Jeremy to email Karn's quote to Kyra Wright for grant research 20240527: No update 20240527: Suggestion made that stone be put between parking barriers and wall <i>(very difficult</i> <i>to cut the grass &amp; adds a lot of weedeating)</i> . If grant money available poured concrete sidewalk
		would be the way to go – possibility accessibility grant? Kyra may know more. 20240617: No update
		<ul> <li>20240916: Sport and Recreation Infrastructure Fund – Howick will apply for their asks and Belmore will apply for their asks and it will be lumped together. The ask will be the 50% coverage guideline. Everything to Howick by October 15<sup>th</sup>.</li> <li>Need to decide what we want to apply for: <ul> <li>Quote on compressor</li> <li>It came here in the 1970's and was rebuilt in 2006</li> <li>New boards</li> <li>Sidewalk around the arena</li> <li>Baseball diamond lights</li> <li>Sandblasting and ceiling painting in the arena</li> <li>Asphalt at the back</li> <li>Resurfacing tennis court</li> </ul> </li> <li>New boards, brine header (if can apply), ball lights, Sandblasting and Painting.</li> <li>Motion to apply for new boards, brine header and ball lights and possibly Sandblasting and Painting.</li> </ul>
		Motion to partnership with Howick to apply for the CSRIF by Kyra Wright, 2 <sup>nd</sup> by Lindsay, carried. 20250317: Still waiting to hear back about CSRIF Grant.
		20240925: Kyra plans to speak with Caitlyn about the Community Sport and Recreation Infrastructure Fund (50% funding) tomorrow. Application due to Howick by October 15. Application to Government is due October 29. Baseball Lights – total cost quoted at \$33, 000 (with labour, lift rental and parts)

		<ul> <li>Brine Header - \$58, 000</li> <li>Arena Boards – no quote yet. Boards are more of a "want" than a "need"</li> <li>Kyra to discuss with Howick staff tomorrow to confirm the arena board getting quotes for ceiling sandblasting/painting.</li> <li>20240925: To include the following items in the Community Sport and Recreation Infrastructure Fund application: baseball lights, brine header and ceiling sandblasting/painting.</li> </ul>
		<ul> <li>20241021: Kyra to proceed in applying for full grant.</li> <li>Sports Grant <ul> <li>Baseball Lights - \$35,000</li> <li>Brine Header - \$60,000</li> <li>Sandblasting &amp; Painting of Arena (no curling club) - \$280,000</li> </ul> </li> <li>Max we would receive is 50%, applying for special consideration of 70%. The Arena Board is responsible for the other 50% (or 30%).</li> <li>Will indicate Baseball lights, Brine Header and Sandblasting &amp; Painting in 2025.</li> <li>20250224: NO UPDATE</li> </ul>
Jeremy	Repainting of Arena	<ul> <li>20240919: Would really like this looked after before Syrup Festival and Homecoming.</li> <li>Jeremy will contact Caitlin.</li> <li>20241118: Waiting to hear from Howick Twp and Burnside</li> <li>20250520: Painting is done and clean up has begun. Paint job looks excellent.</li> </ul>
Gord Harris / Paul Inglis	Lobby Bench Steel	20240916: larger bench top will be too heavy to move. Will look at making aluminum legs for new top instead of installing on top on the old center bench. 20250317: Jeremy mentioned to install bench top where it is
Board	Asset Management, Procurement Policy and Budget Template	20241024: Under cost sharing agreement – agree to pay as a loan. \$240,000 (\$80,000 each municipality) to be repaid over 5 years (could be renegotiated if needed) in 2025 budgets. 20241024: Waiting to see if they are filing a defense or reaching a settlement 20241024: Did FD and Arena projects have to go through an engineer? - Caitlin will look into
	(Notes from Meeting with Municipalities/Twps)	<ul> <li>this</li> <li>20241024: Take the Terms of Reference away – get a short list of sticking points and come up with suggestions. Come back together and discuss this list</li> <li>20241024: Caitlin will talk to Brady and he will make arrangements to chat with a couple of our guys.</li> <li>20241024: Caitlin will talk to finance and get Asset Management Plan information to us.</li> <li>20241118: Nothing received.</li> <li>20250317: Asset management - nothing new to report, still waiting on input from Howick, haven't gotten procurement strategy yet from them</li> <li>20241118: Marvin will ask Howick Twp for Procurement Policy and Budget Template.</li> </ul>
		20241118: Marvin will ask Howick Twp for Procurement Policy and Budget Template. 20241216: No update.

		20250317: Procurement policy and budget template - move this item into the asset management, goes hand-in-hand 20250520: No update.
Kim	Summer Rates / Pickleball	<ul> <li>20250421: The Arena Board will send an email to Dan Renwick and Brendan Crapper including outstanding invoice and summer rates. Cheque can be mailed or deposited in the lock box in the arena office. Bill to be paid prior to their new season starting.</li> <li>20250520: Received letter back from Dan and Brendan. We will wait for them to come back to work together on this. Monthly payments. MOVE TO PARKING LOT</li> </ul>
Kim	Rentals – Hall & Lounge	<ul> <li>20250421: Microphone – fuse was blown. Something in amplifier is blowing fuses. Kim working on finding someone to repair.</li> <li>20250520: utilized the amp from the arena that wasn't being used. COMPLETE</li> </ul>
Parking I	Lot	
Arena Board	Propane	20250421: Check Chambers rates in August/September to potentially lock rate in. 20250520: Jenn will email Sparlings to let them know we have switched. PUT INTO PARKING LOT until August 2025
Arena Board/ Howick Twp	Sandblasting & Painting	<ul> <li>20221017: Due to unsatisfactory work, Board passed motion to hold back payment to J-K Sandblasting</li> <li>20221121: Jeremy contacted J-K and advised of partial payment and once he returned to do touchups and around door. J-K advised he could come back in spring but more money would be due.</li> <li>20221121: Jeremy will advise J-K that Board will pay for lift but will not be paying more money for the job quoted.</li> <li>20221129: Nothing to Report – defer to next meeting</li> <li>2023016: Supposed to come – we look. May charge interest on balance owing.</li> <li>2023028: No further communication.</li> <li>20230417: Next step is, we need to speak with Howick and see if they will back us if this goes to court.</li> <li>Speak to CAO and Operations Manager to see if they can reach out to J-K regarding the contract and our (Belmore and Twp) concerns.</li> <li>Motion to continue to hold payment and speak to Howick Twp as to next steps.</li> <li>20230515: J-K will not speak with Jeremy. Only wants to speak to Howick Twp. Howick Twp is in support of us. J-K is 100% at fault for the poor workmanship. Three townships are onboard and have their lawyers working on it. The lawyers want Burnside (Engineers) to come in and assess the work again. The matter is now out of our hands. MOVE TO PARKING LOT 20230821: No further update.</li> <li>20240226: Marvin reported no further word from Lawyer on this matter.</li> <li>20240226: Jeremy reported something will have to be done with the loose paint before Syrup Festival. Paint is falling off. Would be good to do between shut down and Syrup Festival.</li> </ul>

		<ul> <li>20240318: No updates regarding the bubbling/peeling paint in the arena. Marvin acknowledges something needs to be done before the syrup festival. Marvin will speak with Caitlyn (CAO). Jeremy spoke with Caitlyn today, told her the plan to remove peeling paint; was told to take pictures before doing the work.</li> <li>20240617: Send an email to the Municipality about the status of this issue. Marvin will speak to Caitlyn and ask them to put a push on things due to Homecoming. Would Marvin ask Municipality if they could pay for sandblasting to Arena and Curling Club to be redone as the legal battle carries on. Formal request from the Arena Board for Howick to put it in their budget. Jamie made motion to send a letter to Howick, 2<sup>nd</sup> by Kim. Carried. Jenn V will draft a letter to Howick Township and cc other 2 municipality CAOs.</li> <li>20240715: 3 Municipalities met in Belmore, but no update received from that meeting yet.</li> <li>20240715: Lawyer has filed.</li> <li>20250224: Jeremy and Paul Inglis and others have been talking to local Mennonites who are doing sandblasting and painting, all the labour. We would have to supply lifts. They are willing to do the job. \$40/hr. They would supply the manpower. Man in Formosa, coating expert, would come after the sandblasting and advise what type of paint we should use to adhere properly.</li> <li>\$24,000 approximate in labour. We would have to supply 2 lifts. Likely close to \$5000 in rental equipment.</li> <li>This is something we need to consider.</li> <li>One concern is: do they have WSIB coverage.</li> <li>Could do before Homecoming but not before Syrup Festival.</li> </ul>
Group	Suggestion of Installation of Acoustic Panels in Arena – by Pickleball	200115: Dan Renwick attended Board Mtg on behalf of Pickleball. He raised the suggestion of putting up Acoustic Panels to control the sound on the arena side. Board suggested the Pickleball group will have to do more research on the panels and get pricing. Putting in Parking Lot, will look back at this after the Whitewashing and Painting is looked after on the arena side.
Jeremy / Brett	Parks Board	<ul> <li>20240715: Willow tree in back corner needs to be taken down before it crashes down. Should do this before winter.</li> <li>20240715: Donation box to be put up on outside wall by public washrooms and put sign up in pavilion advising of the donation box.</li> <li>20240819: Mitch Inglis will manufacture a box for us. Put signs up, and give key to Ellen Underwood</li> </ul>

		20240819: Fence topper (heavier gauge) for baseball diamond to be purchased and installed.
		Stingers are willing to pay half.
		20240916: Fence topper was ordered – cheaper than quoted \$1945 + tax
		Fence Topper - PUT INTO PARKING LOT
Jeremy/	General Maintenance – for Summer	20230228:
Warren		1) Brine header – preventa.ve maintenance by 2025.
		<ul> <li>20230821: Need to let Municipali.es know (in November/December) about Brine</li> </ul>
		Header replacement project before their budgets are made.
		<ul> <li>20231016: working on a couple of quotes for brine headers.</li> </ul>
		<ul> <li>20240617: spoke with Ben and his company should have time to repair it.</li> </ul>
		Moving ahead with this.
		<ul> <li>2024118: Q1-Q2 should hear whether or not we received grant money</li> </ul>
		<ul> <li>If we don't receive grant, we need to put it into a budget</li> </ul>
		<ul> <li>20250520: Jeremy will confirm with Ben if he can repair. Chamber will need to</li> </ul>
		know by early June.
		<ol><li>Boards around the ice surface need to be replaced.</li></ol>
		PUT INTO PARKING LOT
Adjournme	ent:	Next Meeting - Monday, June 16, 2025 at 8:00pm



# Land Acknowledgement

Communications Manager Chera Longston presented a written land acknowledgement from a Grade 4 student at South Perth Centennial PS.

# Good News

Kudos to all Graduating/Transitioning Students



Trustees are busy attending celebrations and graduations at schools across the district. They wish to express their sincere congratulations to all students who are transitioning from school to school, from elementary to secondary, or graduating and moving on to their next phase of life. We wish you all the best!

Retirement, Years of Service, and iAM Making an Impact Celebration

Chair Michael Bannerman proudly shared that on June 11, the trustees hosted an event to celebrate over 60 AMDSB retirees, a number of years of service recipients, and to acknowledge three initiatives with *iAM Making an Impact* recognition, including:



**Maranda MacKean** (Central Perth ES). Acknowledged for her visionary leadership in transforming Central Perth's nature area into a vibrant outdoor learning space that integrates curriculum across subjects and inspires staff and students alike. Her collaborative approach, engaging students, staff, parents, and community partners, has sparked meaningful learning, strengthened connections, and expanded outdoor education opportunities grounded in Indigenous perspectives.





Alicia McGregor and Deb Goggin (Listowel District SS). Acknowledged for their outstanding commitment to student well-being and equity through their leadership in managing nutrition programs, student support funds, and equity initiatives. Their collaborative efforts have reduced barriers, expanded opportunities, and strengthened the school community, ensuring more students have what they need to succeed and thrive.



**Grade 3 teaching and support team - Emelie Taylor, Catharine Meadows, Jared Webb, Kerri Otten, Roz Gunn, and Sophie Holden** (Avon PS). Acknowledged for their incredible work in bringing the school community together through the "Celebrating Who We Are" event. By creating a welcoming space where students could share their heritage, learn about others, and build valuable skills, they fostered meaningful connections

among families, students, and staff, highlighting the power of identity, inclusion, and community.

Full details are showcased in an e-magazine posted on the Trustee Recognition of Staff page.

# North Perth area Schools Host Cultural Unity Festival

Trustee Nancy Rothwell was pleased to share that the Cultural Unity Festival was co-hosted by North Perth Westfield ES, Listowel Eastdale PS, and Listowel District SS (LDSS) and had over 350 attendees. There were 20 cultures represented at the festival, and activities included: a passport to visit the cultures and submit to win prizes, henna applications by LDSS students, a world map activity, a piñata and cultural dances from Sri Lanka and India. She also shared a quote from a member of the original LDSS Cultural Club that had the initial idea for the festival. "When I first moved here, people made fun of me because of my brown skin, but tonight, they were lining up to see me because of my brown skin. It felt like the little girl in me was healing. It was a full circle moment." Maanya Dayal, grade 12 student at LDSS.





# Centre for Education and Learning (CEL) Graduates

Trustee Bruce Whitaker highlighted the CEL graduation in Stratford on June 23. He indicated that 112 individuals were honoured with their grade 12 diplomas, 55 individuals completed the Personal Support Worker program, and 225 individuals received recognition from the English as a Second Language (ESL) program. A second celebration was hosted in Goderich on June 24 (photos below).



## Tractor Day - St. Marys DCVI

Director Graham Shantz highlighted that he and Trustee Sheila Armstrong-Marshall and Superintendent Riley Culhane attended an event at St. Marys DCVI, where students drove their tractors to school for the day. The event is a celebration of our local farms and agricultural industry. Note: A number of other schools across AMDSB host similar events.







# Board Approves a Balanced 2025/2026 Budget

The Board of Trustees of AMDSB received and approved the 2025/2026 Budget. After an extensive internal fiscal review process, where the primary goal was to bring AMDSB's operating budget back into balance, Trustees were able to approve a balanced operating budget for the upcoming year. The operating budget presented includes operating revenues and transfers of reserves of \$260,775,753 and operating expenses of the same. The capital budget approved includes capital spending of \$16,337,270. The full budget package is posted on the Budget & Finances page.

## Trustees Finalize Decision for North Perth Boundary Review

At the June 23 Special Board Meeting, trustees passed the following motion:

That the board of trustees approve the relocation of Grade 7 and 8 students from the Listowel Eastdale Public School and the North Perth Westfield Elementary School attendance areas to Listowel District Secondary School, beginning in the **2026–2027 school year**.

Over the next year, a transition plan will be developed so that this change will be implemented in **September 2026.** Additional details are available on the Board website and can be viewed anytime at <u>amdsb.ca/northperthboundaryreview2425</u>.

## Athletics Update

Superintendent Paul Langis shared that **elementary athletics**, of which there are 4 regions across AMDSB, successfully provided tournaments and events for Junior and Intermediate students in Cross-Country running, Soccer, Triple Ball/Volleyball, Basketball and Track & Field. District Track & Field was held on June 17 at Goderich District CI in Goderich, where over 500 students participated.

For **secondary athletics**, over 3300 athletes participated in 31 sports that were facilitated by over 170 coaches (these numbers include athletes and coaches who participated in more than 1 sport).

Superintendent Langis expressed acknowledgement and appreciation for the opportunities that are made entirely possible by the dedication of time, energy and spirit of our dedicated school staff and volunteers. He wished to thank them for their commitment to creating a positive school experience for the students of AMDSB.

Days of Significance Around the District (June Edition)

Communications Manager Chera Longston presented the wrap-up for the June edition of the Days of Significance. This month's highlights included National Indigenous History Month, Pride Month, World



Environment Day, as well as other important observances that reflect the diversity and values of our school communities.

DOS Wrap-up June 2025

# Future Board Meetings (tentative at this time)

Regular Board Meetings are held <u>in person</u> unless otherwise noted. Links to join the meetings online will be posted on the <u>Board Meeting page</u> the day before the meeting.

- Tuesday, September 9, 2025, at 4:45 p.m. (Regular Session, followed by Committee of the Whole, Closed Session)
- Tuesday, September 23, 2025, at 4:45 p.m. (Regular Session, followed by Committee of the Whole, Closed Session)

# Future Meetings/Events with Trustee Representation

• Various graduation and transition celebrations





### **Coalition for Huron Injury Prevention: CHIP**

Wednesday, March 12, 2025 Minutes 9:30 a.m. – 11:30 a.m.

Clinton Site Huron Perth Public Health 77722B London Rd., ON NOM 1H0

**Present:** Andrew Maver, Gloria Wilbee, Jodi Snell, Greg Lamport, Wayne Forster, Laura Edgar Constable Craig Soldan (zoom)

Regrets: Ric McBurney Minute Taker: Huron East

- 1. Welcome and call to order by Chair (substitute) Greg Lamport
- 2. Approval of the Agenda Motion to approve: Wayne Seconded: Andrew Disposition: Carried
- Beview of Minutes of December Meeting

   Motion to approve: Gloria
   Seconded: Wayne
   Disposition: Carried
- 4. Financial Reports and Updates (HPPH) Review of 2024 expenditures; current balance \$5,119.94

Motion to approve: Jodi Seconded: Wayne Disposition: Carried

### 5. Business Arising

#### 5.1 Off-Road Vehicle Mapping Project (ATV Map)

a) Review Draft Map

b) Discuss issues outstanding (final review cycle, availability beyond OPP)
Side by Side allowed: helmet, seatbelt, licence and age appropriate.
Most rear item has to have slow moving sign on farm vehicle.
Tractors not to exceed 40 km per hour
ATV does not need slow moving sign except when being pulled as the last vehicle.

Require proper licencing and have a plate and insurance.

When finalized sending the Off Road Vehicle Map & rules to OPP and Municipal Offices.



Craig made the Motion -Recommended motion: Approve the use of up-to \$1000 for project to cover GIS costs from County and printing costs as received through an MTO Grant from a previous year. Part of the money will be used for a printout for the Municipal Offices.

Motion Craig Second Jodi motion carried.

- 5.2 Municipal motions for the Establishment of a Rural Road Safety Program in association with
   Ontario Good Roads Association
   Motion to approve the letter: Jodi 2<sup>nd</sup> by Wayne
- 5.3 Laura to develop language around the injury + transit connection Complete & Shared.

### 6. Organizational Round Table Updates

- 6.1 **ACW**
- 6.2 Bluewater
- 6.3 Huron East
- 6.4 Huron Perth Public Health

Motor Vehicle data project Laura going to Good Roads

6.5 Huron County Public Works

Roundabout at the intersection of County Road 83 and Airport Line has been delayed until 2026

#### 6.6 Huron OPP

Busy winter, Cruzer damage, ice safety and water safety. Changes in command with lots of new people. Increase of police visibility. Drug officers trained.

### 6.7 Ministry of Transportation Ontario

80 + License renal at Service Ontario

### 6.8 Morris-Turnberry

Steel buggy wheels damaging roads, the Mennonite community working with township to come up with solution.

#### 6.9 North Huron

#### 7. New Business

### 7.1 Elective Safety Signage

Laura presented the different signage examples OPP can recommend a few roads that may benefit from safety signs

#### 7.2 Road Safety Collaborations beyond 2026

Beginning the conversation and collection of information to inform a recommendation on an effective collaborative structure in the current context. Opportunity to connect back with our municipalities and agencies to explore what changes could improve CHIPs efficacy.



Initial observations: contributes to continuity in the county on projects; helps smaller issues looked at.

Further conversation & information gathering will continue over the next year to inform a recommendation for June 2026.

#### 8. Correspondence

#### 9. Meeting Summary:

- 1) Off Road vehicle and sharing with Municipalities
- 2) Snow removal concerns

#### 10. Parking Lot 7.2 Road Safety Collaborations beyond 2026

11 Next meeting: June 11, 2025 9:30 – 11:30, in-person at the Health Unit, Clinton

Minutes Taker: ACW

#### Future meeting dates:

Municipality / Organization - Minutes Taker	Date	Notes
Ministry of Transportation	December 13, 2023	
Bluewater	March 13, 2024	
Huron County Public Works	June 12, 2024	
Morris-Turnberry	September 11, 2024	
North Huron	(chair)	
Huron Perth Public Health	December 11, 2024	
Huron East	March 12, 2025	
ACW	June 11, 2025	
OPP	September 10, 2025	

### Outstanding Action Items Open Session

Meeting Date	Action Item	Action By	Current Status	Next Step
June 3. 2025	Bluevale Hall Roof	CAO	RFP issued, deadline for	Report results to Council for
	Replacement RFP		submissions July 30.	direciton.



### CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

### BY-LAW NO. 34-2025

Being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry, for its meeting held on July 8, 2025.

**WHEREAS** Section 9 of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 5 (3) of the *Municipal Act 2001, S.O. 2001, c. 25* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Morris-Turnberry for the July 8, 2025, meeting be confirmed and adopted by By-law;

**NOW THEREFORE**, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

- 1. The action of the Council of the Corporation of the Municipality of Morris-Turnberry at its meeting held on July 8, 2025, in respect of each recommendation contained in the Minutes and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Morris-Turnberry at the meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law; and
- 2. The Mayor and proper officials of the Corporation of the Municipality of Morris-Turnberry hereby authorize and direct all things necessary to give effect to the action of the Council to the Corporation of the Municipality of Morris-Turnberry referred to in the preceding section thereof;
- 3. The Mayor and CAO/Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation.

Read a FIRST and SECOND time, July 8, 2025

Read a THIRD time and FINALLY PASSED, July 8, 2025

Mayor, Jamie Heffer

Clerk, Trevor Hallam